

**PETITION FOR VOLUNTARY ANNEXATION, AGREEMENT
REGARDING SERVICES AND NON ANNEXATION AGREEMENT**

To: The Mayor and City Council of the City of Terrell, Texas

The undersigned Owner of the hereinafter described tract/s of land, hereby petitions and requests your Honorable Body to extend the present municipal limits so as to include and annex as a part of the City of Terrell, Texas, the approximate one (1') foot strips of land in Tract 1 of approximately 0.832 acres and Tract 2 of approximately 58.33 acres, each described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. In accordance with Section 43.0671 of the Texas Local Government Code, I certify that this Petition is signed and acknowledged by each and every person or entity owning said land or having an interest in any part hereof.

In accordance with Sections 43.004 and 212.172 of the Texas Local Government Code, the undersigned acknowledges receipt of the City of Terrell Annexation Agreement Disclosures as set forth on Exhibit "B" attached hereto.

In accordance with Section 43.0672 of the Texas Local Government Code, the undersigned agrees that no municipal services are required to be provided by the City of Terrell to the property the subject of the annexation, which written agreement regarding services is set forth on Exhibit "C" attached hereto.

This Petition for Voluntary Annexation and Agreement Regarding Services ("Agreement") shall also serve as a request in accordance with Section 42.022 of the Texas Local Government Code that any property owned by the undersigned as shown on the attached Exhibit "A" that is not currently in the extraterritorial jurisdiction (ETJ) of the City of Terrell, should be included in the extraterritorial jurisdiction of the City of Terrell as a part of this Agreement.

The one (1) foot strip described in Exhibit "A" fully surrounds Interior Tracts of approximately 1,177.069 acres and 2,084.59 acres which together are the subject of a Non Annexation Agreement attached hereto as Exhibit "D".

This Petition shall be null and void if not executed by the City of Terrell prior to April 30, 2023. During all times that this Petition is valid, and during all times prior to the City's annexation of the one (1) foot strip described in Exhibit "A," Owner agrees that it will not undertake or perform any action that is intended to, or that may result in, a claim by Owner under Texas Local Government Code Section 43.002 that the Interior Tracts may be used or developed in a manner inconsistent with the land uses expressly allowed by the Non Annexation Agreement attached hereto as Exhibit "D".

Both parties acknowledge that they have been given ample opportunity to consult with legal counsel of their choosing to review this Agreement.

DATED this 28th day of April, 2023.

HOODOO LAND HOLDINGS, LLC

By: Christopher Kleinert

1900 North Akard Street
Dallas, Texas 75201-2300

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 28th day of April, 2023, by Christopher Kleinert, in his capacity as Manager, of Hoodoo Land Holdings, LLC.

Teresa M Kowalski
Notary Public, State of Texas



ACCEPTED:

City of Terrell, Texas

By: -----
Mike Sims, City Manager

Attest:



Dawn Steil, City Secretary

Approved as to Form:



Mary Gayle Ramsey, City Attorney

"EXHIBIT A"

Metes and Bounds for

Annexation "2023-P Voluntary"

Tract 1

STATE OF TEXAS

COUNTY OF KAUFMAN

BEING a tract or parcel of land in the BBB & C RR Co. Survey, Abstract 64, the BBB & C RR Co. Survey, Abstract 65, and the BBB & C RR Co. Survey, Abstract No. 66, Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at a point for the easternmost corner of that called 115.127 acre tract of land described as Tract 1 in a deed to Hunt Oil Company, recorded in Volume 1023, Page 546 of the Official Public Records of Kaufman County, Texas (O.P.R.K.C.T.), on the Northwest right-of-way (ROW) line of FM 429 (variable width ROW);

THENCE South 43 deg. 55 min. 22 sec. West, along said northwest ROW line of FM 429, a distance of 4,999.47 feet to a point for corner;

THENCE South 49 deg. 38 min. 00 sec. West, continuing along said northwest ROW line of FM 429, a distance of 100.50 feet to a point for corner;

THENCE South 43 deg. 55 min. 22 sec. West, continuing along said northwest ROW line of FM 429, a distance of 700.00 feet to a point for corner;

THENCE South 38 deg. 12 min. 44 sec. West, continuing along said northwest ROW line of FM 429, a distance of 100.50 feet to a point for corner;

THENCE South 43 deg. 55 min. 22 sec. West, continuing along said northwest ROW line of FM 429, a distance of 1,008.00 feet to a point for the southernmost corner of Tract 4 of said Hunt Oil Company property;

THENCE South 43 deg. 50 min. 25 sec. West, departing said northwest ROW line of FM 429 and along the southeast corner of said Tract 4, a distance of 1,372.54 feet to a point for corner;

THENCE North 45 deg. 46 min. 57 sec. West a distance of 2,606.08 feet to a point for corner;

THENCE North 44 deg. 29 min. 20 seconds East, along a northwest line of said Tract 4, a distance of 2,292.90 feet to a point for corner;

THENCE North 45 deg. 13 min. 57 sec. West, along a southwest line of said Tract 4, a distance of 2,200.00 feet to a point for corner;

THENCE North 47 deg. 58 min. 57 sec. West, continuing along said southwest line, a distance of 487.10 feet to a point for corner;

THENCE North 41 deg. 08 min. 00 sec. East, along the northwest line of said Tract 2, a distance of 5,217.23 feet to a point for the northernmost corner of said Tract 4 and the western corner of Tract 2 of said Hunt Oil Company property;

THENCE North 44 deg. 03 min. 02 seconds East, along the northwest line of said Tract 2, a distance of 5,216.00 feet to a point for corner;

THENCE South 45 deg. 26 min. 39 sec. East a distance of 2,922.05 feet to a point for corner;

THENCE South 43 deg. 39 min. 04 sec. West, along the southeast line of said Tract 2, a distance of 4,437.22 feet to a 1/2-inch rod found at the intersection of the southeast line of said Tract 2 and the prolongation of the northeast line of said Tract 4;

THENCE South 46 deg. 04 min. 38 sec. East, along the prolongation of the northeast line of said Tract 4 and the actual northeast line of said Tract 4, said point being in the northwest ROW line of FM 429 a distance of 2,567.40 feet to a point for corner;

THENCE South 88 deg. 55 min. 22 sec. West a distance of 1.41 feet to a point for corner;

THENCE South 43 deg. 55 min. 22 sec. West a distance of 4,998.42 feet to a point for corner;

THENCE South 49 deg. 38 min. 00 sec. West a distance of 100.50 feet to a point for corner;

THENCE South 43 deg. 55 min. 22 sec. West a distance of 700.10 feet to a point for corner;

THENCE South 38 deg. 12 min. 44 sec. West a distance of 100.50 feet to a point for corner;

THENCE South 43 deg. 55 min. 22 sec. West a distance of 1,007.95 feet to a point for corner;

THENCE South 43 deg. 50 min. 25 sec. West a distance of 1,371.54 feet to a point for corner;

THENCE North 45 deg. 46 min. 57 sec. West a distance of 2,604.07 feet to a point for corner;

THENCE North 44 deg. 29 min. 20 seconds East a distance of 2,292.90 feet to a point for corner;

THENCE North 45 deg. 13 min. 57 sec. West a distance of 2,201.02 feet to a point for corner;

THENCE North 47 deg. 58 min. 57 sec. West a distance of 486.14 feet to a point for corner;

THENCE North 41 deg. 08 min. 00 sec. East a distance of 5,216.22 feet to a point for corner;

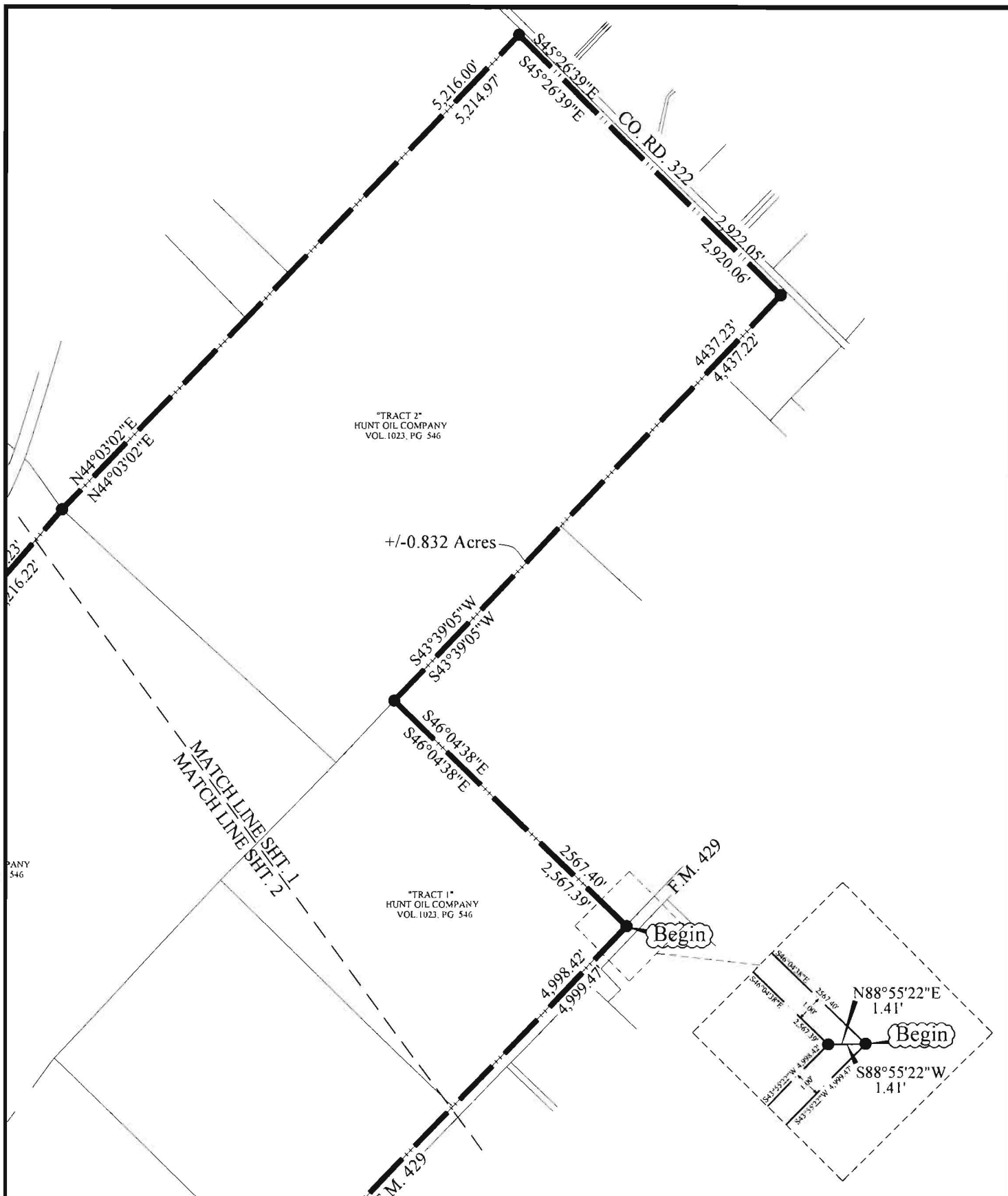
THENCE North 44 deg. 03 min. 02 seconds East a distance of 5,214.97 feet to a point for corner;

THENCE South 45 deg. 26 min. 39 sec. East a distance of 2,920.06 feet to a point for corner;

THENCE South 43 deg. 39 min. 04 sec. West a distance of 4,437.23 feet to point for corner;

THENCE South 46 deg. 04 min. 38 sec. East a distance of 2,567.39 feet to a point for corner;

THENCE North 88 deg. 55 min. 22 sec. East a distance of 1.41 feet to the **POINT OF BEGINNING** and containing 0.832 acres of land More or Less.



CITY OF TERRELL



Exhibit "A" Map
Tract 1
Annexation 2023-P Voluntary
+/-0.832 Acres
Sheet 1 of 2

DATE: 4/03/2023
DRAWN: KW
CHECK:
REMARKS:
SCALE: 1"=1000'



DATE: 4/03/2023
DRAWN: KW
CHECK:
REMARKS:
SCALE: 1"=1000'

EXHIBIT "A"

Metes and Bounds for

Annexation "2023-P Voluntary"

Tract 2

STATE OF TEXAS

COUNTY OF KAUFMAN

BEING a tract of land out of the A. Bennett Survey, Abstract No. 20, the R. Mead Survey, Abstract No. 306, the S. King Survey, Abstract No. 271, the E. Browning Survey, Abstract No. 49, the A.J. Butts Survey, Abstract No. 62, the S. King Survey, Abstract No. 272, the E.W. Guthrie Survey, Abstract No. 189, the R.A. Terrell Survey, Abstract No. 557, the W.C. Moody Survey, Abstract No. 322, the S.A. and M.G RR Co Survey, Abstract No. 521, and the B.B.B. & C. R.R. Co Survey, Abstract No. 65, located in Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northernmost northwest corner of that called 401.177-acre tract of land described in General Warranty Deed to Hunt Oil Company, as recorded in Instrument No. 2014-0011678, of the Official Public Records of Kaufman County, Texas (O.P.R.K.C.T.);

THENCE South 45 degrees 57 minutes 19 seconds East, along the northeast line of said 401.177-acre tract, a distance of 3,333.62 feet to a point for the easternmost corner of said Hunt Oil tract;

THENCE South 44 degrees 02 minutes 18 seconds West, along the southeast line of said 401.177-acre tract, a distance of 5,978.56 to the intersection of the prolongation of said southeast line and the northeast line of Tract 1 described in deed to Hunt Oil Company, recorded in Volume 286, Page 424, O.P.R.K.C.T.;

THENCE South 46 degrees 21 minutes 35 seconds East, along the northeast line of said Tract 1, a distance of 3,849.87 feet to a point for the southwestern corner of that called 611.275-acre tract of land described in Special Warranty Deed to Hunt Oil Company, recorded in Volume 2324, Page 91, O.P.R.K.C.T.;

THENCE North 44 degrees 20 minutes 45 seconds East, departing the northeast line of said Tract 1 and along the northwest line of said called 611.275-acre tract, a distance of 4,294.01 feet to a point for corner;

THENCE South 46 degrees 20 minutes 40 seconds East, continuing along said northwest line, a distance of 411.68 feet to a point for corner;

THENCE North 44 degrees 07 minutes 00 seconds East, continuing along said northwest line, a distance of 4,252.36 feet to a point for corner;

THENCE South 45 degrees 59 minutes 13 seconds East a distance of 2,882.96 feet to a point for corner;

THENCE South 44 degrees 00 minutes 38 seconds West a distance of 8,527.21 feet to a point for corner;

THENCE South 46 degrees 21 minutes 35 seconds East, along said northeast line, a distance of 3,706.07 feet to a point for corner;

THENCE South 43 degrees 38 minutes 25 seconds West a distance of 210.93 feet to a point for corner on the north ROW line of US Highway 80 (variable width ROW);

THENCE North 82 degrees 57 minutes 34 seconds West, along said north ROW line of US 80, a distance of 9,374.80 feet to a MAG Nail found for the southwest corner of Tract III as described in deed to Hunt Oil Company, recorded in Volume 286, Page 424, O.P.R.K.C.T.;

THENCE North 07 degrees 01 minutes 21 seconds East, along the west line of said Tract III, a distance of 788.17 feet to a 1/2-inch iron rod found for corner;

THENCE North 46 degrees 10 minutes 39 seconds West, continuing along said west line, a distance of 810.97 feet to a 3/8-inch iron rod found for corner;

THENCE North 43 degrees 08 minutes 05 seconds East, continuing along said west line, a distance of 1,185.93 feet to a 3/8-inch iron rod found for corner;

THENCE North 46 degrees 30 minutes 15 seconds West, continuing along said west line, a distance of 687.18 feet to a point for corner on the southeast line of Tract 4 (First Tract) as described in deed to Hunt Oil Company, recorded in Volume 421, Page 120, O.P.R.K.C.T.;

THENCE South 43 degrees 39 minutes 49 seconds West, along the southeast line of said Tract 4 (First Tract), a distance of 2,081.99 feet to a point for southernmost corner of said Tract 4 (First Tract);

THENCE North 46 degrees 58 minutes 16 seconds West, along the southwest line of said Tract 4 (First Tract), a distance of 1,497.80 feet to a point for the westernmost corner of said Tract 4 (First Tract);

THENCE North 43 degrees 38 minutes 25 seconds East, along a northwest line of said Tract 4 (First Tract), a distance of 250.00 feet to the westernmost corner of Tract 4 (Second Tract) as described in deed to Hunt Oil Company, recorded in Volume 421, Page 120, O.P.R.K.C.T.;

THENCE North 66 degrees 48 minutes 00 seconds East, along the northwest line of said Tract 4 (Second Tract), a distance of 1,347.60 feet to a point for the northeast corner of said Tract 4 (Second Tract) on a northwest line of said Tract 4 (First Tract);

THENCE North 43 degrees 38 minutes 25 seconds East, along the northwest line of said Tract 4 (First Tract), a distance of 1,701.00 to the northernmost corner of said Tract 4 (First Tract) on the south line of Tract 1 as described in deed to Hunt Oil Company, recorded in Volume 286, Page 424, O.P.R.K.C.T.;

THENCE North 46 degrees 21 minutes 35 seconds West, along said southeast line, a distance of 3,742.19 feet to a point for the northwest corner of said Tract 1 on the southeast right-of-way (ROW) line of FM 429 (variable width ROW), from which a 1/2-inch iron rod bears South 43 degrees 39 minutes 50 seconds East;

THENCE North 43 degrees 51 minutes 03 seconds East, along said southeast ROW line, a distance of 3,453.13 feet to a point for corner;

THENCE North 43 degrees 55 minutes 22 seconds East, continuing along said southeast ROW line, a distance of 1,004.09 feet to a point for corner, from which a 5/8-inch iron rod with plastic cap stamped "FORESIGHT" for corner bears North 46 degrees 03 minutes 10 seconds West, a distance of 1.72 feet;

THENCE South 46 degrees 07 minutes 31 seconds East, departing said southeast ROW line and along the northwest line of said called 401.177-acre tract, a distance of 436.92 feet to a point for corner;

THENCE North 41 degrees 22 minutes 30 seconds East, continuing along said northwest line, a distance of 500.28 feet to a point for corner;

THENCE North 45 degrees 41 minutes 48 seconds West, continuing along said northwest line, a distance of 414.69 feet to a point for corner on said southeast ROW line of FM 429, from which a 1/2-inch iron rod bears North 48 degrees 09 minutes 24 seconds West, a distance of 1.68 feet;

THENCE North 43 degrees 55 minutes 22 seconds East, along said southeast ROW line, a distance of 370.88 feet to a point for corner, from which a 5/8-inch iron rod with plastic cap stamped "FORESIGHT" for corner bears North 46 degrees 06 minutes 44 seconds West, a distance of 1.60 feet;

THENCE South 46 degrees 06 minutes 44 seconds East, departing said southeast ROW line and along the northwest line of said called 401.177-acre tract, a distance of 2,499.41 feet to a point for corner;

THENCE North 43 degrees 53 minutes 16 seconds East, continuing along said northwest line, a distance of 863.79 feet to a point for corner;

THENCE North 46 degrees 06 minutes 44 seconds West, continuing along said northwest line, a distance of 2,498.88 feet to a point for corner on said southeast ROW line, from which a 5/8-inch iron rod with plastic cap stamped "FORESIGHT" for corner bears North 46 degrees 06 minutes 44 seconds West, a distance of 2.12 feet;

THENCE North 43 degrees 55 minutes 22 seconds East, continuing along said southeast ROW line, to the northernmost corner of said called 401.177-acre tract distance of 2,697.06 to a point for corner;

THENCE South 01 degrees 00 minutes 59 seconds East a distance of 1.42 feet to a point for corner;

THENCE South 45 degrees 57 minutes 19 seconds East a distance of 3,331.62 feet to a point for corner;

THENCE South 44 degrees 02 minutes 18 seconds West a distance of 5,978.57 to a point for corner;

THENCE South 46 degrees 21 minutes 35 seconds East a distance of 3,851.87 feet to a point for corner;

THENCE North 44 degrees 20 minutes 45 seconds East a distance of 4,294.01 feet to a point for corner;

THENCE South 46 degrees 20 minutes 40 seconds East a distance of 411.68 feet to a point for corner;

THENCE North 44 degrees 07 minutes 00 seconds East a distance of 4,252.36 feet to a point for corner;

THENCE South 45 degrees 59 minutes 13 seconds East a distance of 2,880.96 feet to a point for corner;

THENCE South 44 degrees 00 minutes 38 seconds West a distance of 8,527.21 feet to a point for corner;

THENCE South 46 degrees 21 minutes 35 seconds East a distance of 3,706.08 feet to a point for corner;

THENCE South 43 degrees 38 minutes 25 seconds West a distance of 209.43 feet to a point for corner;

THENCE North 82 degrees 57 minutes 34 seconds West a distance of 9,373.30 feet to a point for corner;

THENCE North 07 degrees 01 minutes 21 seconds East a distance of 787.67 feet to a point for corner;

THENCE North 46 degrees 10 minutes 39 seconds West a distance of 810.48 feet to a point for corner;

THENCE North 43 degrees 08 minutes 05 seconds East a distance of 1,185.94 feet to a point for corner;

THENCE North 46 degrees 30 minutes 15 seconds West a distance of 1,655.73 feet to a point for corner;

THENCE North 43 degrees 38 minutes 25 seconds East a distance of 1,094.47 feet to a point for corner;

THENCE North 46 degrees 21 minutes 35 seconds West a distance of 3,742.19 feet to a point for corner;

THENCE North 43 degrees 51 minutes 03 seconds East a distance of 3,452.13 feet to a point for corner;

THENCE North 43 degrees 55 minutes 22 seconds East a distance of 1,003.09 feet to a point for corner;

THENCE South 46 degrees 07 minutes 31 seconds East a distance of 436.97 feet to a point for corner;

THENCE North 41 degrees 22 minutes 30 seconds East a distance of 502.28 feet to a point for corner;

THENCE North 45 degrees 41 minutes 48 seconds West a distance of 414.65 feet to a point for;

THENCE North 43 degrees 55 minutes 22 seconds East a distance of 368.89 feet to a point for corner;

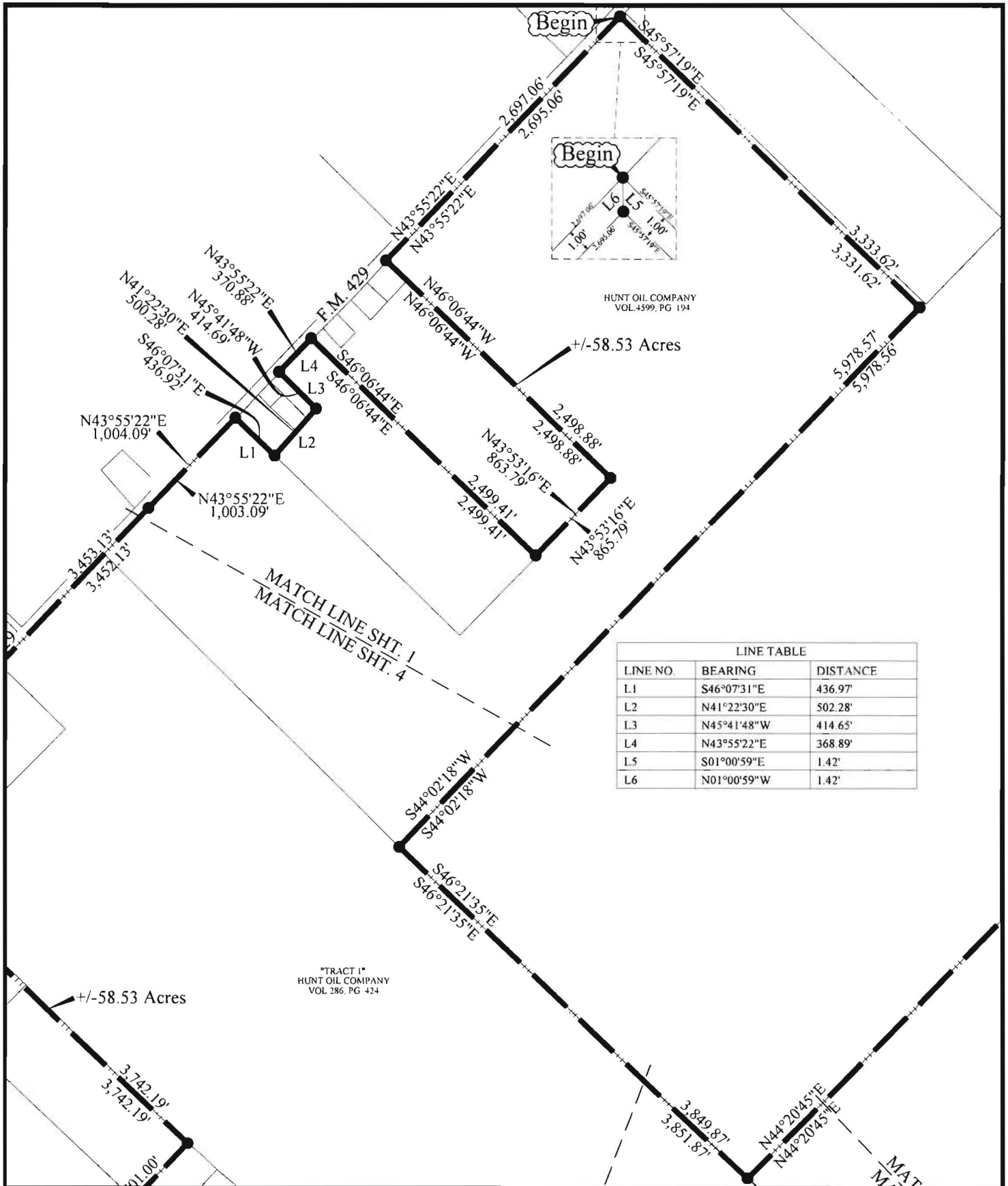
THENCE South 46 degrees 06 minutes 44 seconds East a distance of 2,499.41 feet to a point for corner;

THENCE North 43 degrees 53 minutes 16 seconds East a distance of 865.79 feet to a point for corner;

THENCE North 46 degrees 06 minutes 44 seconds West a distance of 2,498.88 feet to a point for corner;

THENCE North 43 degrees 55 minutes 22 seconds East a distance of 2,695. 06 to a point for corner;

THENCE North 01 degrees 00 minutes 59 seconds West a distance of 1.42 feet to the **POINT OF BEGINNING** and containing 58.53 acres of land more or less;



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S46°07'31"E	436.97'
L2	N41°22'30"E	502.28'
L3	N45°41'48"W	414.65'
L4	N43°55'22"E	368.89'
L5	S01°00'59"E	1.42'
L6	N01°00'59"W	1.42'

CITY OF TERRELL



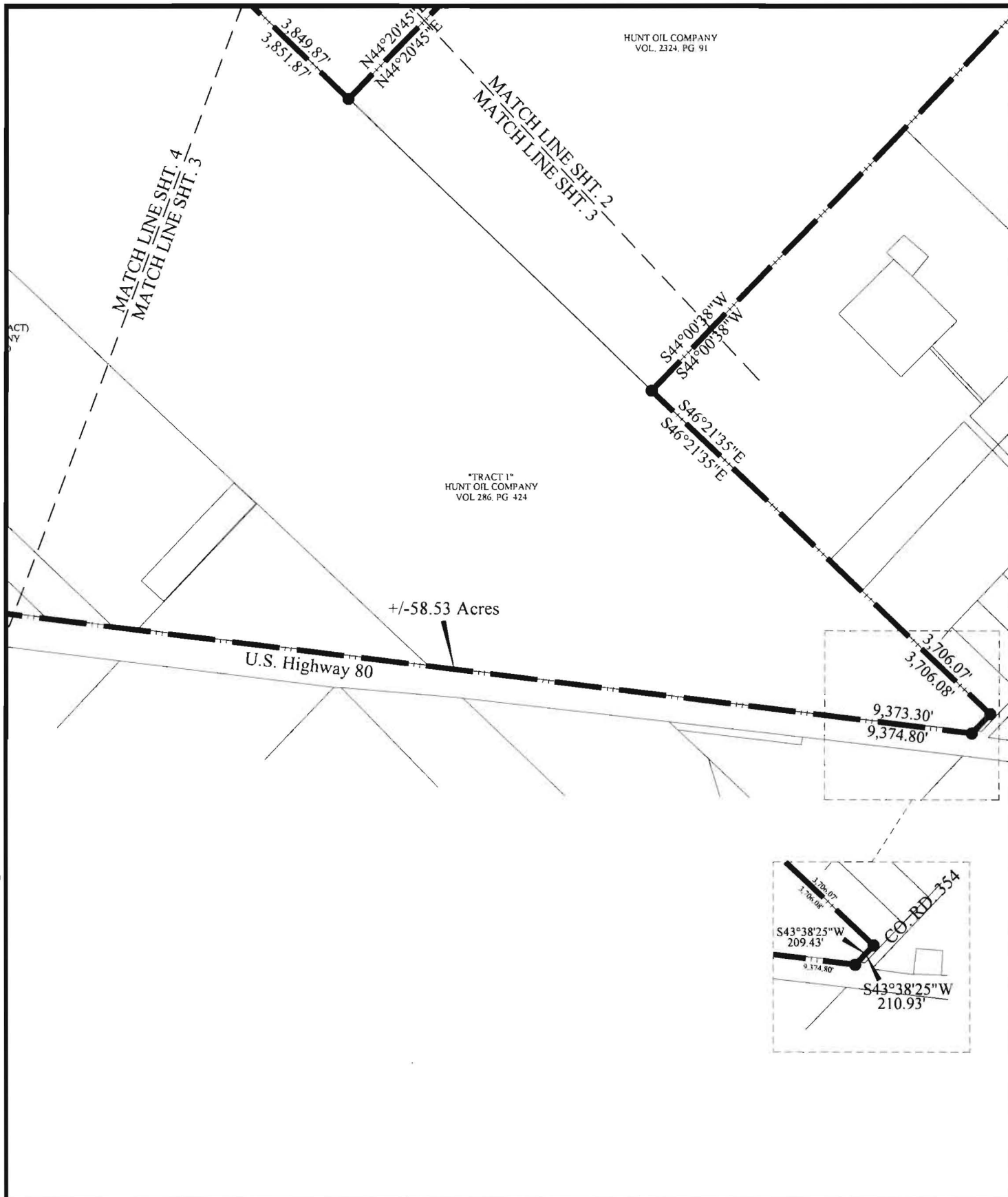
Exhibit "A" Map
Tract 2
Annexation 2023-P Voluntary
+/-58.53 Acres
Sheet 1 of 4

DATE: 4/13/2023
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REMARKS:
SCALE:
1"=1000'

"TRACT 1"
HUNT OIL COMPANY
VOL.286, PG 424



DATE: 4/13/2023
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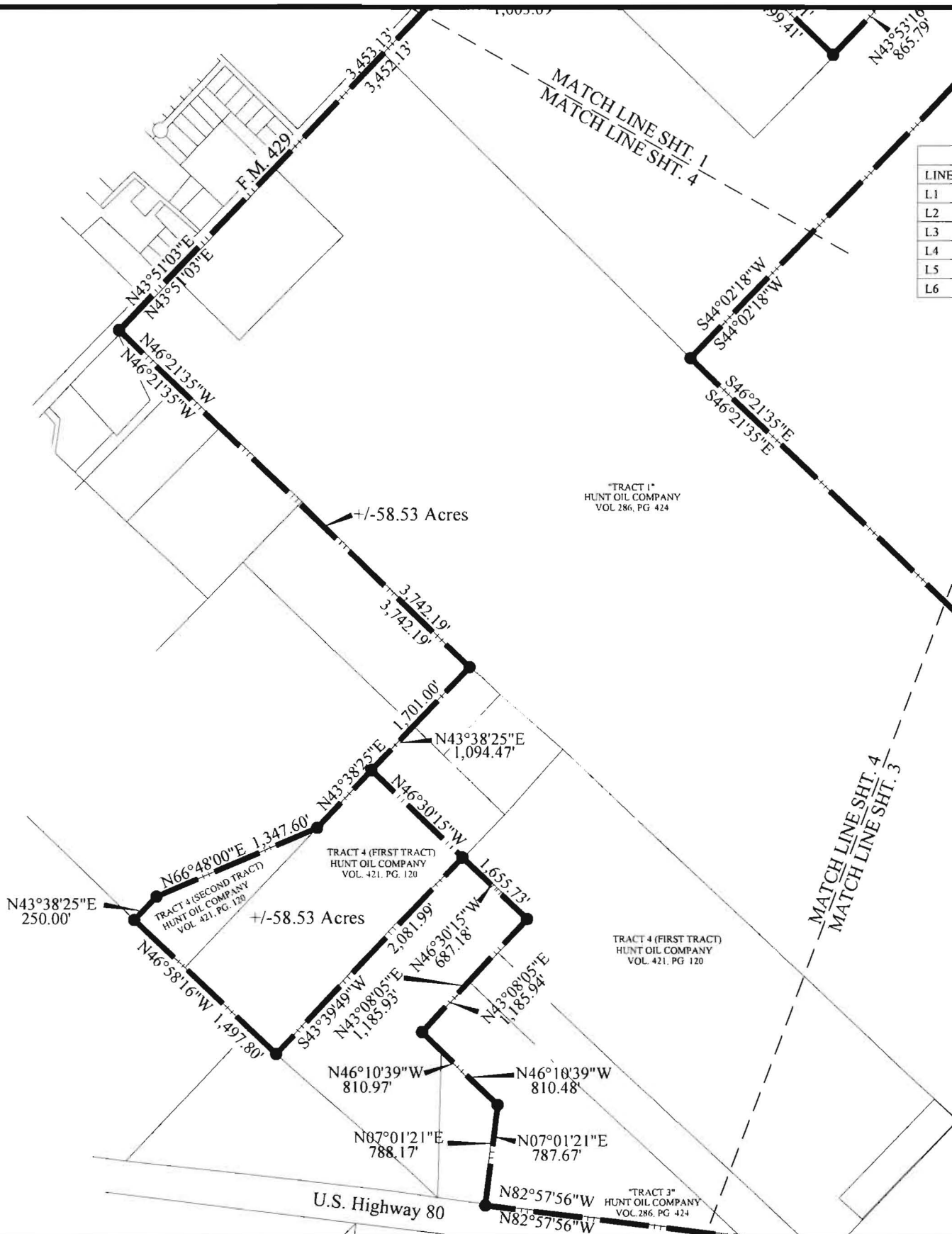


CITY OF TERRELL



Exhibit "A" Map
Tract 2
Annexation 2023-P Voluntary
+/-58.53 Acres
Sheet 3 of 4

DATE: 4/13/2023
DRAWN: KW
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REMARKS:
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LINE
L1
L2
L3
L4
L5
L6

CITY OF TERRELL



Exhibit "A" Map
Tract 2
Annexation 2023-P Voluntary
+/-58.53 Acres
Sheet 4 of 4

DATE: 4/13/2023
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REMARKS:
SCALE:
1"=1000'

EXHIBIT "B"

CITY OF TERRELL ANNEXATION AGREEMENT DISCLOSURES

Pursuant to the requirements of Texas Local Government Code §43.004 and §212.172(b-1), the City of Terrell, Texas ("**City**"), hereby discloses the following information regarding any agreements that the City may offer in which a landowner, among other matters, consents to annexation:

1. The landowner is not required to enter into such an agreement. Should the landowner choose enter into an agreement with the City, the landowner should do so only after carefully reviewing the proposed agreement and, if desired, consulting with an attorney.

2. Pursuant to the terms of the agreement, and Texas Local Government Code §43.016 and §212.172, the City may annex the landowner's property upon the expiration, or upon the breach or termination, of the agreement. The City may initiate annexation of the landowner's property pursuant to Texas Local Government Code, Subchapter C-3, or such other provisions governing annexation of land as they may then exist including, but necessarily limited to, Texas Local Government Code, Subchapters C-4 and C-5.

3. The landowner, by entering into the agreement with the City, consents that the agreement shall serve as, and shall constitute, a required signature to an annexation consent petition under Texas Local Government Code §43.0681 (as that law now exists or may be amended) and/or Texas Local Government Code §43.0691 (as that law now exists or may be amended). Through the agreement, the landowner will expressly and irrevocably consent to annexation of the landowner's property pursuant to the terms and conditions set forth in the agreement. The landowner will also agree that such annexation by the City shall be deemed voluntary.

4. The process for the voluntary annexation of the landowner's property shall consist of the following steps, as set forth in Texas Local Government Code, Subchapter C-3, which are generally as follows:

A. If not already addressed in the agreement, the City and the landowner shall enter into a written agreement for the provision of services to the area to be annexed.

B. The City shall post newspaper and internet notice of the annexation hearing for the proposed annexation 11-20 days before the annexation hearing and keep the internet posting up until after the hearing.

C. The City shall provide written notice (dated the same date that the City first posts newspaper and internet notice) to all required school districts (Local Government Code §43.905) and all required public entities (Local Government Code §43.9051).

D. The City shall conduct an annexation public hearing on the proposed annexation.

E. At any time after the annexation hearing is concluded, the City may adopt an annexation ordinance annexing the property after two readings of the ordinance have occurred as required by the Terrell Home Rule Charter.

5. The procedures provided in paragraph 4, above, are premised on the landowner's consent to the annexation per the terms and conditions of the agreement.

6. By entering into the agreement with the landowner, the City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement, as set forth in Texas Local Government Code §212.172(i)-(k).

EXHIBIT C

MUNICIPAL SERVICES

The landowner agrees that no Municipal Services shall be provided by the City of Terrell to the property described on Exhibit "A" attached.

EXHIBIT "D"

**CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE
NON-ANNEXATION AGREEMENT**

This Non-Annexation Agreement ("**Agreement**") is entered into pursuant to Sections 43.016 and 212.172 Texas Local Government Code by and between the City of Terrell, Texas ("**Terrell**" or the "**City**"), and the undersigned property owner(s) (the "**Owner**"); the term "Owner" meaning all owners of the hereinafter described property in Kaufman County, Texas, collectively referred to as the "**Parties**."

WHEREAS, the Owner owns certain real property (the "**Property**") in Kaufman County, Texas, which Property is particularly and separately described in the attached *Exhibit "A"*, which Exhibit is attached hereto and incorporated by reference herein; and

WHEREAS, the Property lies wholly within the City's extraterritorial jurisdiction ("**ETJ**"); and

WHEREAS, the City has initiated annexation proceedings for the Property in accordance with Texas Local Government Code, Chapter 43; and

WHEREAS, Owner desires that the Property remain in the City's ETJ for the term of this Agreement; and

WHEREAS, Owner and the City acknowledge that this Agreement between them is binding upon the City and the Owner and their respective successors and assigns for the term of the Agreement; and

WHEREAS, the Kaufman County Appraisal District records show that the Property currently is appraised for ad valorem tax purposes as land for agriculture use pursuant to the Texas Tax Code Chapter 23, Subchapter C; and

WHEREAS, Owner represents that it is their intention not to develop the Property during the term of this Agreement; and

WHEREAS, Texas Local Government Code, Section 43.016, authorizes a property owner and a municipality to enter into an agreement pursuant to Texas Local Government Code Section 212.172 for purposes of retaining land in the municipality's ETJ in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply development regulations not inconsistent with agricultural use; and

WHEREAS, the Parties are desirous of entering into an Agreement authorized under Texas Local Government Code Section 43.016; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Kaufman County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. **Continuation of ETJ Status.** The City guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the Property for the term of this Agreement, as hereinafter defined, subject, however, to the provisions of this Agreement.

Section 2. **Development Plan.** The Owner covenants and agrees that, unless this Agreement is amended as provided below, use of the Property for the term of this Agreement shall be limited to farm-related and ranch-related uses and customary accessory uses and single-family detached farm or ranch dwellings, provided that no single-family dwelling may be located or constructed on a lot smaller than five (5) acres. The property owner may apply to the City for division of the land subject to this Agreement into parcels each of which is at least five (5) acres in size for the purposes set forth in this section without being in violation of this Agreement. Such uses and activities constitute the development plan for the Property in satisfaction of Texas Local Government Code Section 212.172(b).

Section 3. **Governing Regulations.**

(A) So long as the Property remains used for ranch or farm purposes, and consistent with the Development Plan, the regulations governing the Property shall be those applicable to land located within the extraterritorial jurisdiction of the City of Terrell.

(B) Prior to initiating any application for development other than farm or ranch uses on the Property, Owner shall provide advance written notice of its intent to do so along with an amended plan for development of all or a portion of the Property including the identification of land uses, associated densities, desired formation of a public improvement district, tax increment reinvestment zone, municipal utility district, other special district allowed by state law, and/or desired economic incentives from the City of Terrell to facilitate construction of certain on-site and off-site public improvements required to be constructed to serve the development of the Property, including but not limited to streets, sidewalks, roadways, water lines, sewer lines, parks, fire stations, and storm water and drainage improvements, and all related improvements and facilities thereto. Such notice must be provided to the City not later than 45 days prior to initiating any application for development other than farm or ranch uses on the Property. Upon receipt of such notice and plan, the City of Terrell shall review and in good faith consider the proposed plan for development and consider an amendment to this Agreement or new Agreement with respect to the land within the proposed development plan within 180 days of receipt of notice from Owner. The sending of such notice by Owner shall not be considered an act that allows the City of Terrell to initiate annexation of the Property pursuant to Section 5. It is specifically contemplated that this process may occur in multiple phases over time such that a portion of the Property may remain devoted to farm and ranch uses while other portions become subject to newly approved development plans.

(C) The Owner expressly waives any vested rights that might otherwise arise under local or state law, or by common law, from the submittal of a proposed plan for development of any portion of the Property other than farm or ranch related uses. . The Owner further agrees that no use has been commenced or completed on the Property that is inconsistent with the Development Plan as of the effective date of this Agreement.

Section 4. **Development Plan to Remain in Effect.** Following expiration or termination of this Agreement for any reason, the Development Plan set forth in Section 2 shall remain in effect for a period of 180 calendar days thereafter, or until the effective date of the annexation and permanent zoning of the Property, whichever first occurs. The Parties covenant and agree that the City may deny any Development Application or Plan of Development that is submitted to the City for the Property during such period if such Application or Plan is inconsistent with the Development Plan.

Section 5. **Agreement Deemed Void in Part: Voluntary Annexation.**

(A) If an Owner files any application for or otherwise commences development of any portion of the Property inconsistent with the Development Plan provided in Section 2, Sections 1 and 3 of this Agreement shall become null and void.

(B) Upon expiration, or upon breach or termination of this Agreement for any reason, the City may initiate annexation of the Property pursuant to Texas Local Government Code, Subchapter C-3, or other such other provisions governing annexation of land as they may then exist including, but necessarily limited to, Texas Local Government Code, Subchapters C-4 and C-5. Owner agrees that this Agreement may serve as, and shall constitute, a required signature to an annexation consent petition under Texas Local Government Code Section 43.0681 (as that law now exists or may be amended) and/or Texas Local Government Code Section 43.0691 (as that law now exists or may be amended). Owner expressly and irrevocably consents to annexation of the Property under such circumstances. Owner further agrees that such annexation by the City shall be deemed voluntary. The covenants in this paragraph constitute the Owner's voluntary petition for annexation of the Property upon occurrence of the events herein described under Texas Local Government Code, Subchapters C-3, C-4, and/or C-5, whichever may be deemed applicable to the annexation undertaken by the City. Owner further agrees that this Agreement shall constitute Owner's agreement to accept the City's standard annexation service plan, which is attached hereto as ***Exhibit "B"*** (which Exhibit is attached hereto and incorporated by reference herein), at the time of the annexation as though Owner and the City had negotiated such agreement regarding the provision of services to the Property. In the event that the City utilizes an amended or modified standard annexation service plan at the time of annexation, Owner agrees to accept that amended or modified standard annexation service plan at the time of the annexation as though Owner and the City had negotiated such agreement regarding the provision of services to the Property.

Section 6. **Notice of Sale.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give thirty (30) days written notice of this Agreement to the prospective purchaser or grantee. Failure to provide such written notice shall not be deemed a breach of this Agreement that allows the City of Terrell to involuntarily annex any portion of the Property. Further, conveyance by owner to an affiliate does not require notice. A copy of the notice shall be forwarded to the City at the following address:

City of Terrell
City Hall
201 East Nash
Terrell, Texas 75160
Attn: City Manager

Section 7. **Recording.** This Agreement is to run with the Property and be recorded in the Real Property Records, Kaufman County, Texas.

Section 8. **Severability.** Invalidity of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect.

Section 9. **Remedies.** This Agreement may be enforced by either 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. Entry into this Agreement by Owner waives no rights as to matters not addressed in this Agreement.

Section 10. **Change in Law.** 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 Section 4.

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

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

Section 13. **Term, Effective Date and Extensions.** The initial term of this Agreement (the "**Term**") shall be forty-five (45) years from the Effective Date, which shall be the date the Agreement is executed by the City.

This Agreement may be extended by agreement of the parties. Each successive extension shall be for a period of five (5) years. At least three (3) months prior to the end of the initial Term, or an extension of such Term, the City and Owner shall confer to determine whether the initial Term or extended Term shall be extended or further extended. If the parties do not concur on an extension, this Agreement shall terminate at the end of the current Term. No more than three (3) five-year extensions may be agreed to by the parties.

Section 14. **Survival of Covenants.** The covenants in Sections 2, 4, and 5.B shall

survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Section 15. **Required Disclosures and Consents.** Pursuant to the requirements of Texas Local Government Code §43.004 and §212.172(b-l), the City hereby discloses the following information regarding this Agreement, which is an agreement that the City is offering Owner which, among other matters, provides that the Owner consents to annexation:

A. Owner is not required to enter into this Agreement. Should Owner choose to enter into this Agreement with the City, Owner should do so only after carefully reviewing this Agreement and, if desired, consulting with an attorney.

B. Pursuant to the terms of this Agreement, and Texas Local Government Code §43.016 and §212.172, the City may annex Owner's Property upon the expiration, or upon the breach or termination, of this Agreement. The City may initiate annexation of Owner's Property pursuant to Texas Local Government Code, Subchapter C-3, or other such other provisions governing annexation of land as they may then exist including, but necessarily limited to, Texas Local Government Code, Subchapters C-4 and C-5. Prior to initiating any such annexation, City shall provide at least 180 days prior written notice to Owner of its intent to do same and allow Owner to submit an amended plan for development in accordance with Section 3(B) above. Owner agrees that during this 180 day notice period, that Owner will not undertake or perform any action that is intended to, or that may result in, a claim by Owner under Texas Local Government Code Section 43.002 that Owner's Property may be used or developed in a manner inconsistent with the land uses expressly allowed by this Agreement.

C. Owner, by entering into this Agreement with the City, consents that the Agreement shall serve as, and shall constitute, a required signature to an annexation consent petition under Texas Local Government Code §43.0681 (as that law now exists or may be amended) and/or Texas Local Government Code §43.0691 (as that law now exists or may be amended). Through this Agreement, Owner will expressly and irrevocably consent to annexation of Owner's Property pursuant to the terms and conditions set forth in this Agreement. Owner will also agree that such annexation by the City shall be deemed voluntary.

D. The process for the voluntary annexation of Owner's Property shall consist of the following steps, as set forth in Texas Local Government Code, Subchapter C-3, which are generally as follows:

1. If not already addressed in this agreement, the City and the landowner shall enter into a written agreement for the provision of services to the area to be annexed.

2. The City shall post newspaper and internet notice of the annexation hearing for the proposed annexation 11-20 days before the annexation hearing and keep the internet posting up until after the hearing.

3. The City shall provide written notice (dated the same date that the City first posts newspaper and internet notice) to all required school districts (Local Government Code §43.905) and all required public entities (Local Government Code §43.9051).

4. The City shall conduct an annexation public hearing on the proposed annexation.

5. At any time after the annexation hearing is concluded, the City may adopt an annexation ordinance annexing the property after two readings of the ordinance have occurred as required by the Terrell Home Rule Charter.

E. The procedures provided in Section 15(D), above, are premised on the Owner's consent to the annexation per the terms and conditions of this Agreement.

F. Owner agrees not to operate, or engage in plans to operate, any of the following uses on the Property, as defined by the City in its comprehensive zoning ordinance in effect on the Effective Date:

- Animal rendering plant (slaughterhouse)
- Auto auction/storage
- Auto muffler shop with outside storage
- Auto paint and body shop with outside storage
- Auto wrecker service
- Auto wrecking/salvage yard
- Bail bond establishment
- Check cashing business, payday advance/loan business, and car title loan business
- Commercial dairy processing plant
- Contractor's office/shop with outside storage
- Flea market
- Halfway house
- Heavy equipment sales or service
- Industrial processes not wholly enclosed in a building
- Manufactured home sales
- Outside storage as a primary use
- Permanent batch plant
- Petroleum distribution/storage/wholesale facility
- Portable building sales
- Salvage, reclamation, and recycling of materials
- Sand, gravel/stone extraction, sales, or storage
- Tattoo parlor or body piercing
- Tool rental with outdoor storage or heavy equipment

- Thrift store
- Sexually oriented business
- Smoke shop
- Outdoor gun range
- Recycling operation
- RV Park
- Manufactured Home Community
- Firework sales
- Hazardous materials sales, transfer or manufacturing

G. By entering into this Agreement with Owner, the City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement, as set forth in Texas Local Government Code §212.172(i)-(k).

H. Owner expressly acknowledges that Owner has read and understands the provisions of Section 15 of this Agreement, to which provisions Owner expressly consents.

April The Parties hereto have executed this Agreement as of this 28th day of April, 2023.

HOODOO LAND HOLDINGS, LLC.

By: Christopher W. Clement

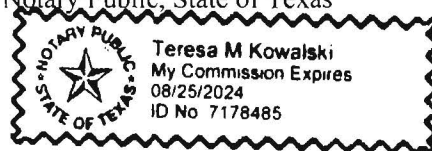
1900 North Akard Street
Dallas, Texas 75201-2300

STATE OF TEXAS

COUNTY OF ~~KAUFMAN~~ Dallas

This instrument was acknowledged before me on the 28th day of April, 2023, by Christopher Clement, Member of HOODOO LAND HOLDINGS, LLC. on behalf of said limited liability company. Manager

Teresa M. Kowalski
Notary Public, State of Texas



CITY OF TERRELL, TEXAS

By _____

Mike Sims, City Manager

ATTEST:

Dawn Steil, City Secretary

STATE OF TEXAS

COUNTY OF KAUFMAN

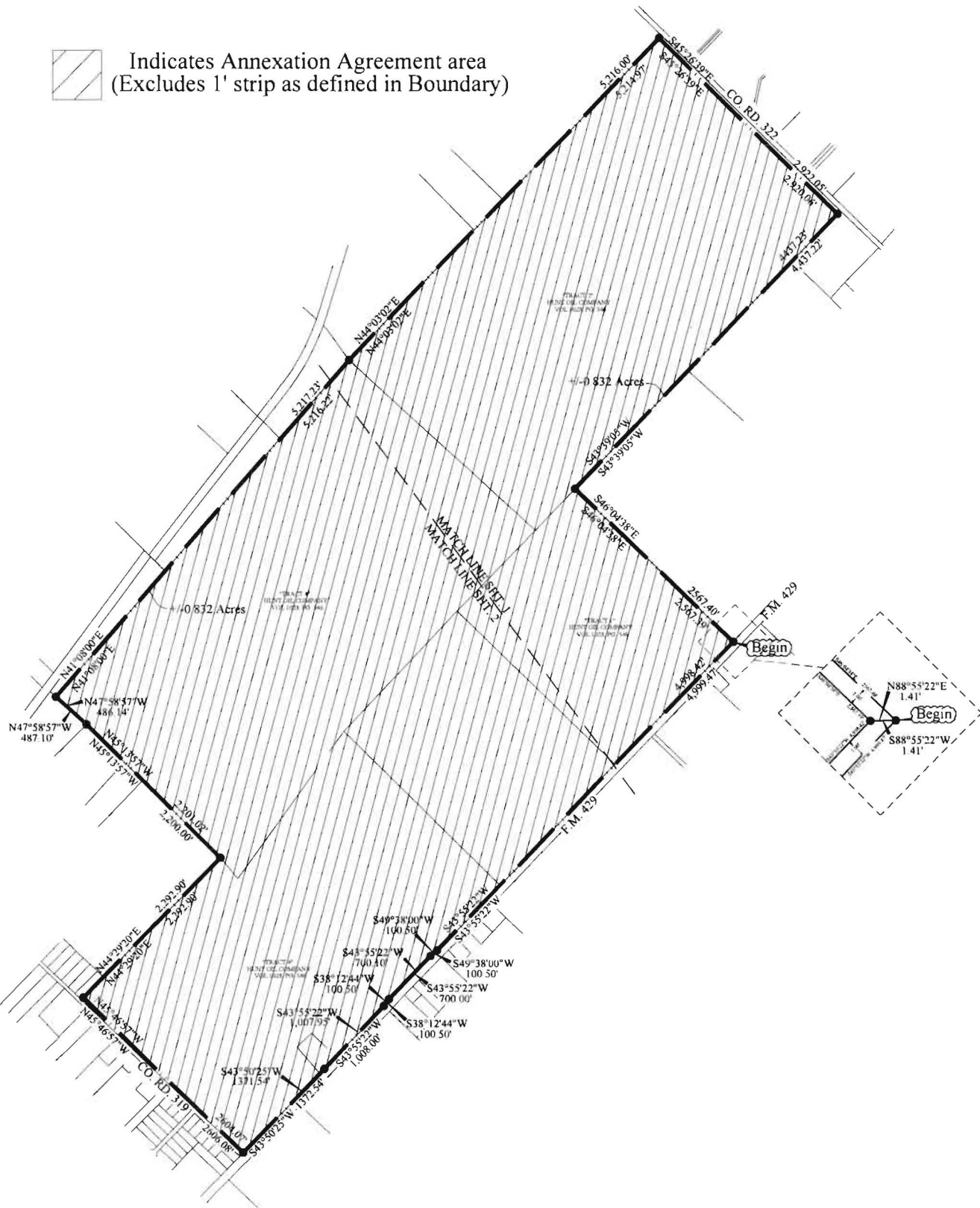
This instrument was acknowledged before me on the _____ day of _____, 2023, by MIKE SIMS, in his capacity as City Manager of the City of Terrell, Texas.

Notary Public, State of Texas

Exhibit "A" to Non-Annexation Agreement
(Property)



Indicates Annexation Agreement area
(Excludes 1' strip as defined in Boundary)



CITY OF TERRELL



Exhibit "A" Property
Tract 1
Chapter 212 Agreement
+/-1,177.069 Acres in Hatched Zone

DATE: 4/03/2023
DRAWN: KW
CHECK:
REMARKS:
SCALE: N.T.S

Exhibit "B" to Non-Annexation Agreement
(Annexation Service Plan)

CITY OF TERRELL, TEXAS

SERVICE PLAN FOR AGRICULTURAL NON-ANNEXATION AREA

Upon City annexation at the termination of the Agricultural Non-Annexation, Municipal Services to the acreage described above shall generally be furnished by or on behalf of the City of Terrell, Texas (the "City") at the following levels and in accordance with the following schedule, however, both parties acknowledge that certain changes may have occurred between the execution of the agreement and the actual annexation of the property which will necessitate updates and adjustments when implementing the general plan below:

A. GENERAL DESCRIPTION OF ANNEXATION AREA.

The non-annexation area is area deemed by the terms of this agreement to qualify for agricultural, wildlife or timber exemption status at the time of execution of this agreement.

B. POLICE PROTECTION.

1. The Kaufman County Sheriff's Department currently provides police protection within the non-annexation area. No police personnel or equipment from the Terrell Police Department shall be provided to the area subject to the non-annexation agreement.
2. Should this area be ultimately annexed into Terrell, city police protection will be provided at a level consistent with other similarly situated areas within the City limits.

C. FIRE PROTECTION/EMERGENCY MEDICAL SERVICES.

1. Fire Protection and Emergency Medical Services (EMS) are currently provided by EMS District #3 and by Mutual Aid Agreement with the Terrell Volunteer Fire Department. Except for the provision of mutual aid by agreement with the Terrell Volunteer Fire Department that may be in place now or that may be implemented in the future, the City of Terrell Fire Department shall provide no EMS or fire protection, suppression prevention, or inspection services to the area subject to a non-annexation agreement.
2. Should this area be ultimately annexed into Terrell, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the City limits.

D. FIRE PREVENTION.

The services of the City of Terrell Fire Marshal shall not be provided to the area subject to a non-annexation agreement, however such services will be provided after annexation.

E. SOLID WASTE COLLECTION.

1. The City of Terrell shall not provide the collection or disposal of solid waste in the area subject to a non-annexation agreement.
2. Should this area be ultimately annexed, solid waste collection will be provided at a level consistent with other similarly situated areas within the City limits.

F. WATER SERVICE.

1. Existing water service is provided to the area by a rural Certificate of Convenience and Necessity (CCN) holder. Existing water connections, water service providers and/or Certificates of Convenience and Necessity shall remain in effect.
2. The City of Terrell will not serve water to the area subject to a non-annexation agreement, unless or until it acquires a CCN to serve water in the area.

G. SANITARY SEWER SERVICE.

1. Currently, wastewater service in the annexed area is provided through private on-site sewage facilities (septic systems).
2. The City will provide no sewer services to the area subject to a non-annexation agreement
3. Operation and maintenance of private on-site sewage facilities (septic systems) in the area will continue to be the responsibility of the owner. However, after annexation and as development my warrant, the City of Terrell may provide sewer service in the future.

H. STREETS.

1. Prior to annexation, private drives shall remain private. Any roads or streets owned or maintained by Kaufman County or by TXDOT shall remain the responsibility of those

jurisdictions. No county or state roads or rights-of-way in the area subject to a non-annexation agreement will be annexed or affected.

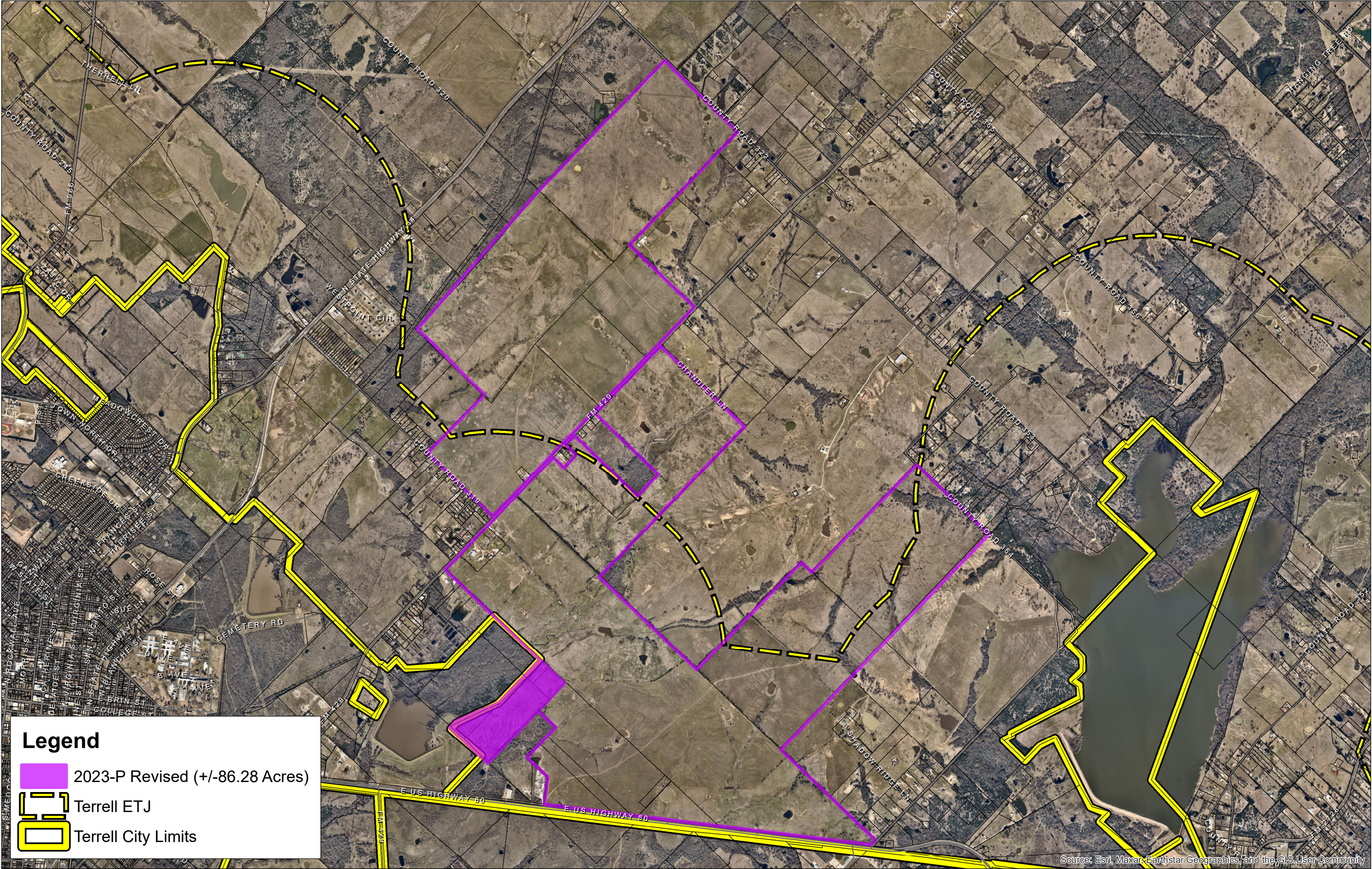
2. Should this area be ultimately annexed, the City Subdivision Regulations and ordinances defining City participation, maintenance, and acceptance upon completion would apply and County Road then annexed shall transfer to City of Terrell maintenance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES.

1. Environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances, and animal control ordinances, shall not be enforced in the area subject to a non-annexation agreement.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits, and the inspection of buildings, plumbing, mechanical, and electrical work will not be provided in the area subject to a non-annexation agreement
3. Should this area be ultimately annexed, the City will provide a level of Environmental Health and Code Enforcement Services as is furnished in other similarly situated areas throughout the City.

J. ZONING AND FUTURE LAND USES.

1. The area subject to a non-annexation agreement shall not be zoned by the City of Terrell until after annexation.



Legend

2023-P Revised (+/-86.28 Acres)

Terrell ETJ

Terrell City Limits

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