

Development Agreement – Frequently Asked Questions (FAQ)

1) Why is the City doing this?

Land use protection and regulation. Cities are provided with limited options in the Extraterritorial Jurisdiction (ETJ) for land use regulation. With development increasing along strategic corridors like SH-121T, IH-35W, and the future Alsbury extension, the City sees a need to ensure development and infrastructure placement occurs in an efficient and well-planned manner. Offering development agreements in lieu of annexation provides the City and property owners in the area predictability in how land is used in the future while maintaining the status quo by protecting and preserving the property rights of agricultural uses.

2) What legal right does the City have to do this?

The City is provided with specific requirements by the Texas Local Government Code Chapter 43 and Chapter 212. For properties that have existing agricultural exemptions, the law requires the City to offer development agreements prior to instituting annexation proceedings. A link to Section 43.035 can be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.43.htm>.

3) Will I pay City property taxes if I sign this agreement?

You will not pay any City property taxes until such time as your property is annexed into the City under terms of the agreement. Signing this agreement will not result in any change to your existing agriculture exemption(s) if one exists.

4) Will I be able to build a barn/shed/garage/corral, etc. on my property?

Yes, the Agreement permits construction of accessory buildings that are consistent with land uses such as farming, ranching, and / or wildlife management. This language is found in Section 2 of the agreement.

5) Does the agreement transfer to a new owner if I sell my property?

Yes, the agreement runs with the Property. The agreement, once signed, is filed on record in the real property records of Johnson County. This means that the new owner or successors in title will have the same rights and regulations subject to the agreement.

6) What happens if I don't sign the agreement?

If a property owner does not sign and return an agreement by May 3, 2016, the City will begin involuntary annexation proceedings.

(More information on the back page)

7) Can I change the use of my property?

Most simply put, a property owner maintaining their current use is immune from annexation for the term of the agreement; however, starting development on the property will likely result in annexation. The current use of the property is protected. A change to commercial, industrial, a residential subdivision, or similar uses causes the termination of the Property Owners immunity from annexation. Section 3 of the agreement defines this further.

8) If I give/sell some of my land to my children so they can build a house will my property be annexed?

No. Section 2, Paragraph C. of the Agreement allows single family residential use by certain family members. This use will not be considered development of the property and will not trigger annexation.

9) Does signing the agreement affect my ag-exempt tax status, if I have one?

No, you retain all rights under the Texas Tax Code regarding exemptions for agricultural purposes. See Section 2(b) of the Agreement.

10) How long will my “immunity from annexation” last?

The City is offering a term of 25 years (see Section 4). This means that after that term, the City will have the right institute voluntary annexation proceedings. The term may be extended for an additional period of time by the City or by written agreement of the City and Property Owner.

11) What city services will be available?

As long as the property remains as it is, you will not pay City property taxes or receive any City services since the agreement keeps the property outside the city limits. Once annexed, the property Owner will pay property taxes and receive City services.

For more information, please contact us at the following:

City of Burleson

141 W Renfro

Burleson, TX 76028

Website: www.burlesontx.com/developmentagreement

Phone: 817-426-9307

Email: agreement@burlesontx.com