

**ARANSAS PASS MOTEL 6  
ANNEXATION AND DEVELOPMENT AGREEMENT**

This Annexation and Development Agreement (this “Agreement”) for Aransas Pass Motel 6 is made as of the \_\_\_\_ of \_\_\_\_\_, 2018, by and among the City of Aransas Pass, a Texas municipal corporation (the “City”), Prayosha Construction LLC, (the “Developer”), and Priya Management LP (the “Landowner”). The City, Developer, and Landowner are sometimes referred to herein as the “Parties.” This Agreement is being made by the Parties pursuant to Section 212.172 of the Texas Local Government Code, as amended.

1. The Property. The property which is the subject of this Agreement (the “Property”) is comprised of the following lands comprising approximately 8.363 acres owned by Landowner:

Tract 1: 2705 West Wheeler Avenue, Aransas Pass, Texas 78336  
San Patricio County Appraisal District Property ID: 1032260  
Part of tract 5, Block 109, T.P. McCampbell Subdivision, San Patricio County, Texas, comprised of approximately 8.363 acres.

The Property specifically includes all rights, privileges, and appurtenances pertaining to the above lands, including Landowner’s right, title and interest in any utilities, adjacent streets, alleys, strips, gores, and rights-of-way.

2. Development Plan. The City and the Developer agree that the Property shall be developed according to the terms of this Agreement. The Property shall be developed as commercial property for the construction and operation of a Motel 6. The Developer and Landowner shall be responsible for obtaining all requisite permits and permissions from the Texas Department of Transportation for the ingress and egress for the proposed development.

3. General Business District. The Parties agree that the Property shall be developed in accordance with the City’s Platting and Subdivision Ordinance and Zoning Ordinance, as amended, in a general business district.

The City agrees that upon the annexation of the Property as provided in this Agreement, the Property shall be zoned as a general business zoning district as provided above as authorized by Section 212.172 of the Texas Local Government Code.

4. Street, Drainage and Utility Construction Plans. In conjunction with, the final plat approval of each phase of development, the Developer shall prepare and submit construction plans and specifications for review and approval by the City of all street, drainage, and utilities. All such plans shall meet or exceed the minimum standards of the City, except as specifically modified by this Agreement.

5. Sanitary Sewer Service. The City agrees to pay the costs of construction of any necessary improvements up to the Property and no further to connect the Property to the existing City existing wastewater system. The City agrees that taps for all lots shown in the development

of the Property shall be permitted to connect to the City's wastewater system according to the tap fees and procedures of the City.

6. Water Service. The City agrees to pay the costs of construction of any necessary improvements up to the Property and no further to connect the Property to the existing City water system. The City agrees that taps for all lots shown in the development of the Property shall be permitted to connect to the City's water system according to the tap fees and procedures of the City.

7. Petition for Annexation. The Developer and the Landowner irrevocably consent to the full purpose annexation of the Property into the corporate limits of the City in accordance with the terms of this Agreement and waive all objections and protests to such annexation and waive all rights to arbitration or mediation regarding the annexation. This Agreement shall serve as the voluntary petition of the Developer and Landowner for full purpose annexation of the Property in accordance with Chapter 43 of the Local Government Code.

8. Assignment. The Landowner's and Developer's rights and obligations under this Agreement may be assigned by them to one or more purchasers of all or any portion of the Property.

9. Binding. This Agreement shall be binding upon the Parties, their successors and assigns throughout the term and any extension terms in accordance with the provisions of Chapter 212 of the Texas Local Government Code.

10. Chapter 245 Permit. Pursuant to the provision of Section 212.172 of the Texas Local Government Code, this Agreement shall serve as a "permit" as defined by Chapter 245 of the Local Government Code.

11. Notices. Any notice to be given to a Party shall be in writing and may be effected by personal delivery or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed and addressed as follows:

To the City:           City of Aransas Pass  
                              Attn: City Manager  
                              600 W. Cleveland Boulevard  
                              Aransas Pass, Texas 78336

To Developer:       Prayosha Contruction  
                              1075 N. Fulton Beach Rd.  
                              Rockport, TX 78382

To Landowner:       Priya Management LP  
                              1075 N. Fulton Beach Rd.  
                              Rockport, TX 78382

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

12. Governing Law. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary.

13. Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions.

14. Amendment. This Agreement may be amended only with the written consent of all Parties, or successors and assigns with respect to all or such portion of the Property to which such amendment may apply, and with approval of the governing body of the City.

15. Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

16. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

EXECUTED in multiple originals and effective as of the \_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF ARANSAS PASS, TEXAS

APPROVED BY CITY COUNCIL ON [DATE]

By: \_\_\_\_\_  
Ramiro Gomez, Mayor

[DEVELOPER]

By: \_\_\_\_\_  
[Name, Title]

By: \_\_\_\_\_  
[Name, Title]

[LANDOWNER]

By: \_\_\_\_\_  
[Name, Title]

By: \_\_\_\_\_  
[Name, Title]