

EXHIBIT "D"

CHAPTER 102 ARTICLE 4
NO. 2007-717

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF THE OWNERS OF TURNERCREST VILLAGE.

WHEREAS, a request has been made by the owners of Turnercrest Village, a subdivision partially located within the City of Martindale's extraterritorial jurisdiction, for the inclusion of the remainder of such subdivision in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

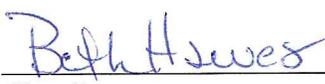
That, pursuant to §42.022 of the Texas Local Government Code, the area described in Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to a request by the owners of Turnercrest Village subdivision.

PASSED AND APPROVED this 17th day of July, 2007.

CITY OF MARTINDALE, TEXAS

By: 
Mayor

ATTEST:


City Secretary



APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "W. W. McNeal", written over a horizontal line.

W. W. McNeal, City Attorney

**AGREEMENT FOR EXPANSION
OF
EXTRA-TERRITORIAL JURISDICTION**

THIS AGREEMENT FOR EXPANSION OF EXTRA-TERRITORIAL JURISDICTION ("the Agreement"), is made effective as of this 17th day of July, 2007 by and between **COOPER LAND DEVELOPMENT, INC.**, an Arkansas corporation duly qualified to do business in the State of Texas, (hereinafter "CLD"), **TURNER CREST VILLAGE WASTE WATER COMPANY, LLC**, a Texas limited liability company in good standing ("TCV LLC"), **ROBERT A. RICHARDS and JEANNIE C. RICHARDS**, (collectively hereinafter "RICHARDS"), and the City of **MARTINDALE**, a municipality incorporated under the laws of the State of Texas (hereinafter "MARTINDALE").

WHEREAS, CLD is a nationally known developer of planned unit developments; and

WHEREAS, CLD and TCV LLC are the sole owners of certain real property consisting of approximately 3,228 acres located in Caldwell County, Texas, that CLD intends to develop into a planned unit development to be known as as Turner Crest Village ("the Property"); and

WHEREAS, approximately 171 acres of the Property fall within the current Extra Territorial Jurisdiction ("the Current ETJ") of MARTINDALE pursuant to the provisions of Title 2 of the Texas Local Government Code, Chapters 41, 42 and 43; and

WHEREAS, THE PARTIES HERETO HAVE DETERMINED THAT IT IS IN THE BEST INTERESTS OF EVERYONE FOR THE CURRENT ETJ OF MARTINDALE TO BE EXPANDED SO THAT IT ENCOMPASSES THE ENTIRE 3,228 ACRES OF TURNER CREST VILLAGE,

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. CLD, TCV LLC, and RICHARDS have previously petitioned MARTINDALE to expand its ETJ to include the entire Property as it is presently defined in Exhibit "A" attached hereto, and MARTINDALE granted that petition on July 17, 2007.
2. In return for said voluntary petition, MARTINDALE hereby agrees that it will take no steps to involuntarily annex any portion of Turner Crest Village into the City limits of MARTINDALE for a period of fifteen (15) years from the date of approval of the petition for voluntary expansion by MARTINDALE'S City Council.
3. MARTINDALE will strictly abide by all Texas statutes, as might then be in place, governing the annexation of surrounding areas by municipalities the size of MARTINDALE.
4. MARTINDALE shall enter into an Agreement with Caldwell County allowing Caldwell County to govern the development of Turner Crest Village pursuant to §242.001 of the Texas Local Government Code.

5. If MARTINDALE fails to perform any of the conditions specifically set forth herein, this Agreement shall be of no further force or effect.

6. At any time within fifteen (15) years from the date of approval of the petition for voluntary expansion by MARTINDALE'S City Council, if CLD purchases any real property adjacent and not presently included in Turner Crest Village in a size less than two hundred fifty (250) acres, CLD will promptly file a petition to voluntarily extend MARTINDALE'S ETJ to include the acquired real property.

WHEREFORE, the parties hereto have agreed to the terms contained herein as of the date first indicated above.

COOPER LAND DEVELOPMENT, INC.

CITY OF MARTINDALE

By: *Randy Brucker*
RANDY BRUCKER,
President

By: *Patricia Petersen*
MAYOR OF MARTINDALE



TURNER CREST VILLAGE WASTE WATER COMPANY, LLC, a Texas limited liability company

By: *Randy Brucker*
Randy Brucker, President of
Managing Partner Cooper Land
Development, Inc.

Robert A. Richards
ROBERT A. RICHARDS

Jeannie C. Richards
JEANNIE C. RICHARDS