

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR ACCEPTANCE OF ELIGIBLE 212.172 NON-ANNEXATION AGREEMENT(S) FOR PROPERTIES THAT DO NOT HAVE AN AGRICULTURAL, WILDLIFE MANAGEMENT OR TIMBERLAND AD VALOREM TAX EXEMPTION WITHIN AN AREA OF LAND ADJACENT TO AND ABUTTING THE EXISTING CITY LIMITS OF THE CITY OF DENTON, TEXAS, GENERALLY IDENTIFIED AS DH-12, CONSISTING OF APPROXIMATELY 1.03 ACRES OF LAND, GENERALLY LOCATED ON THE NORTH SIDE OF MILLS ROAD, APPROXIMATELY 1,453 FEET WEST OF SOUTH TRINITY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 43.061, Subchapter C-1, Local Government Code, a home rule city is authorized to annex certain areas that are not required to be in an annexation plan, and the City desires to pursue annexation of DH-12, as hereinafter described; and

WHEREAS, pursuant to Chapter 43 of the Tex. Loc. Gov't Code, the City had previously given notice of its intent to institute annexation proceedings in 2010, 2015, and again in 2016 for property located in DH-12, which was and is subject to the provisions of Sec. 43.016 of Tex. Loc. Gov't Code; and

WHEREAS, in accordance with State law, the City offered all eligible property owners within DH-12 non-annexation development agreements, as then contemplated by former Section 43.035 (as previously codified) and current Section 212.172 of Tex. Loc. Gov't Code, in lieu of the City's annexation in 2010, as well as extensions of said agreements in lieu of the City's annexation in 2015 and 2016; and

WHEREAS, under a non-annexation development agreement between an eligible property owner and the City, the land subject to the agreement retains its extraterritorial status and the owners of such land must abide by the City's development regulations as if such land were within the City limits, as provided further in such agreement; and

WHEREAS, the City Council has offered to extend the term of the non-annexation development agreement until December 31, 2040, to all eligible property owners within DH-12; and

WHEREAS, the Denton County Appraisal District records show that some properties that formerly entered non-annexation development agreements with the City are not currently appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or timber land pursuant to Ch. 23 of the Tex. Tax Code, Subchapters C, D, or E and thus not eligible to receive a Ch. 43 non-annexation development agreement; and

WHEREAS, despite no longer having a valid agricultural, wildlife management or timber land ad valorem tax exemption, the City desires to allow the properties that formerly had a non-annexation development agreement with the City to remain in the City's extraterritorial jurisdiction in accordance to the similar terms and conditions that are contained in a Ch. 43 non-annexation development agreement; and

WHEREAS, Sec. 212.172 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into an agreement for purposes of retaining land in the extraterritorial jurisdiction in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply its regulations and development authority not inconsistent with agricultural use; and

WHEREAS, for all intents and purposes, 212.172 non-annexation development agreements very similar to a Ch. 43 non-annexation development agreement, except that a 212.172 non-annexation development agreement does not require the Property to possess a valid agricultural, wildlife management or timber land ad valorem tax exemption; and

WHEREAS, the City continues to desire to allow such properties to remain in the City's extraterritorial jurisdiction until December 31, 2040, through a 212.172 non-annexation development agreement, which agreement amends and extends the term of the prior Ch. 43 non-annexation development agreements previously executed by the parties; and

WHEREAS, upon expiration of the 212.172 non-annexation development agreement, the owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subch. C-3 of Ch. 43 of the Tex. Loc. Gov't Code; and

WHEREAS, the City Council deems it to be in the best interests of the citizens of the City of Denton to enter into such 212.172 non-annexation development agreement with eligible property owners who timely submitted 212.172 non-annexation development agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The area of land which abuts and is adjacent to the existing corporate limits of the City of Denton, Texas, known as DH-12, is described in ordinance 2012-363.

SECTION 3. Certain 212.172 non-annexation development agreement relating to eligible properties within that parcel identified as DH-12, which have been properly executed by the owners of those properties, are hereby approved by the City of Denton and are attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 4. City Manager is authorized and directed to sign the non-annexation agreements contained within Exhibit "A" for and on behalf of the City of Denton as a ministerial act, but with an effective date of this Council's action on same. The City Manager shall further arrange for the recordation of non-annexation agreements in the real property records of Denton County, Texas.



# Exhibit A

**CHAPTERS 43 AND 212 TEXAS LOCAL GOVERNMENT CODE  
2024 NON-ANNEXATION AGREEMENT**

This AGREEMENT, entered into on the Effective Date, is by and between the CITY OF DENTON, TEXAS (the "City") and LOPEZ, VICTOR ("Owners"), the property owners of the hereinafter described property (the "Property") in Denton County, Texas:

Being a 2.0 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated September 20, 1973, from H.L. Harris to Jimmie D. Brown and wife, Reba E. Brown, filed for record on September 20, 1973, and recorded in Volume 686, Page 82, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT the following three (3) tracts of land: A 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated February 21, 1985, from Jimmie D. Brown and wife, Reba E. Brown, to Jimmie D. Brown, Jr. and wife, Brenda Danielle Brown, filed for record on March 5, 1985, and recorded in Volume 1534, Page 805, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 161515. A 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated May 9, 1986, from Jimmie D. Brown and wife, Reba E. Brown, to Jeffery G. Brown, filed for record on May 12, 1986, and recorded in Volume 1882, Page 499, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 121712. A called 0.688 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated May 9, 1986, from Jimmie D. Brown and wife, Reba E. Brown, to John C. Brown and wife, Shelia M. Brown, filed for record on May 12, 1986, and recorded in Volume 1882, Page 503, of the Real Property Records of Denton County, Texas. Said 0.688 acre tract of land is commonly known as DCAD Property ID 131805. Leaving a called 0.69 acre tract of land that is commonly known as DCAD Property ID 37221.

Being a 2.0 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated September 20, 1973, from H.L. Harris to Jimmie D. Brown and wife, Reba E. Brown, filed for record on September 20, 1973, and recorded in Volume 686, Page 82, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT the following three (3) tracts of land:

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Leaving a called 0.69 acre tract of land that is commonly known as DCAD Property ID 37221.

Being a 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated January 27, 1998, from John C. Brown and wife, Shelia M. Brown, to Jeffery G. Brown and wife, Gina C. Brown, filed for record on March 23, 1998, and recorded in Volume 4055, Page 284, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 121712.

## RECITALS

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Tex. Loc. Gov't Code, in order to address the desires of Owner and the procedures of the City; and

WHEREAS, pursuant to Ch. 43 of the Tex. Loc. Gov't Code, the City had previously given notice of its intent to institute annexation proceedings in 2010, 2015, and again in 2016 for an "Annexation Area" that includes the above-described Property which was and is subject to the provisions of Sec. 43.016 of Tex. Loc. Gov't Code; and

WHEREAS, in accordance with State law, the City offered, and Owners accepted, a non-annexation development agreement ("NAA"), as then contemplated by former Section 43.035 (as previously codified) and current Section 212.172 of Tex. Loc. Gov't Code, in lieu of the City's annexation in 2010, as well as extensions of said NAA in lieu of the City's annexation in 2015 and 2016 (collectively, "Extended NAAs"), of the Property in the Annexation Area not otherwise excluded by operation of State law; and

WHEREAS, Sec. 43.016 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into an agreement pursuant to Sec. 212.172 of the Tex. Loc. Gov't Code for purposes of retaining land in the municipality's extraterritorial jurisdiction (ETJ) in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply regulations and development authority not inconsistent with agricultural use; and

WHEREAS, the Denton County Appraisal District records show that the Property currently is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or timber land pursuant to Ch. 23 of the Tex. Tax Code, Subchapters C, D, or E; and

WHEREAS, based upon Owners' representations and City's investigation, it appears that the Property still meets the eligibility criteria of Sec. 43.016 of Tex. Loc. Gov't Code, and the Ch. 23 of Tex. Tax Code; and

WHEREAS, the most recent Extended NAA executed by the City and Owners expired on August 1, 2020; and

WHEREAS, the City desires to allow the Property to remain in the City's ETJ for the term of this 2024 non-annexation agreement (hereinafter, the "2024 NAA" or "Agreement"), which amends and extends the term of the NAA and Extended NAA previously executed by the Parties for all purposes, until such time as stated herein; and

WHEREAS, Owners hereby accept this offer and agree to the terms of this 2024 NAA, as set forth herein, and Owners represent that it is their intention not to develop the Property during the term of this Agreement; and

WHEREAS, upon expiration of the 2024 NAA, Owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subch. C-3 of Ch. 43 of the Tex. Loc. Gov't Code, incorporating the agreed terms and schedule of the Written Agreement for Services, attached hereto as Exhibit "A"; and

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

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County, Texas; and

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, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

Section 2. Development Plan. The Owners covenant and agree that use of the Property for the term of this Agreement, as hereinafter defined, and any extensions agreed to by the Parties 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 unless the lot was created prior to the date of this Agreement. 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 (the “Development Plan”) in satisfaction of Sec. 212.172(b) of the Tex. Loc. Gov’t Code.

Section 3. Governing Regulations. The City regulations, including but not limited to the following, shall apply to any development of the Property, as such regulations may hereafter be amended from time to time during the term of this Agreement, as hereinafter defined, provided that the application of such regulations does not result in interference with the use of the land for agricultural, wildlife management or forestry purposes and does not prevent the continuation of a use established prior to the effective date of this Agreement and which remains lawful at the time the Agreement is executed:

- (1) Zoning standards contained in the Denton Development Code, as amended pursuant to the Denton Plan 2040, as amended, including but not limited to the Residential Rural (RR) Zoning District regulations, and standards incorporated therein;
- (2) The subdivision and development regulations contained within the Denton Development Code, as amended, together with applicable Design Criteria Manuals, Denton Mobility Plan, and other approved Master Plans of the City of Denton, Texas, as amended and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
- (3) Denton building codes, as adopted by the City and currently contained within Chapters 17, 28, and 29 of the Denton Code of Ordinances and Subchapter 7 in the Denton Development Code, as amended, along with local amendments, as amended, and more particularly set forth as follows:
  - a. International Building Code, 2021 Edition with local amendments;
  - b. International Residential Code, 2021 Edition with Appendix G and local amendments;
  - c. The International Fire Code, 2021 Edition with local amendments;
  - d. International Plumbing Code, 2021 Edition with local amendments;
  - e. International Fuel Gas Code, 2021 Edition with local amendments;
  - f. International Mechanical Code, 2021 Edition with local amendments;
  - g. Code of Ordinances of Chapter 17, Property Maintenance Code, as amended;
  - h. International Energy Conservation Code, 2021 Edition with regional amendments;
  - i. National Electric Code, 2020 Edition with local amendments;
  - j. National Electric Safety Code, 2021 Edition, with regional amendments;
  - k. Minimum housing and building standards, Code of Ordinances, Sections 17-141 – 196, as amended and as applicable; and
  - l. Irrigation Systems, Code of Ordinances, Sections 28-441 – 457;
- (4) Sign regulations, as contained within Subchapter 33 of the Code of Ordinances, as amended;
- (5) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Chapter 26 of the Denton Code of Ordinances, as

amended, and Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Water and Wastewater Criteria Manual, as amended, and as supplemented by the Texas Water Code, as amended, Texas Natural Resources Code, as amended, Texas Utilities Code, as amended, and applicable administrative standards of the Texas Commission on Environmental Quality, as amended;

- (6) Applicable Flood Protection, Drainage and related standards, as contained within Chapter 30 of the Denton Code, as amended, subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Stormwater Criteria Manual, as amended, and as supplemented by requirements of the Texas Water Code, as amended, Texas Natural Resources Code, as amended, applicable administrative standards of the Texas Commission on Environmental Quality, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended; and
- (7) Gas Well platting, drilling and production standards, as contained within Subchapters 2 and 6 of the Denton Development Code, as amended and as applicable, and as supplemented by requirements of the Texas Utilities Code, the Texas Natural Resources Code, the Texas Water Code, and applicable administrative standards of the Texas Railroad Commission and Texas Commission on Environmental Quality, as amended; and
- (8) The City states and specifically reserves its authority pursuant to Chapter 251 of the Tex. Loc. Gov't Code to exercise eminent domain on the Property.

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. The Owners expressly waive any vested rights that might arise under Sec. 43.002(a)(2) and Chapter 245 of the Tex. Loc. Gov't Code, local or state law, or by common law, from the submittal of such inconsistent development application. The Owners further agree that no use commenced or completed on the Property that is inconsistent with the Development Plan shall be considered established or in existence prior to the expiration of the 180-day period during which the Development Plan is in effect.

Section 5. Agreement Deemed Void in Part; Petition for Voluntary Annexation; Service Plan.

(A) If an Owner files any application or plan of development for or otherwise commences development of any portion of the Property inconsistent with the Development Plan provided in Section 2, then Sections 1 and 3 of this Agreement shall become null and void and remedy provisions of Section 5(B) of this Agreement will apply.

(B) UPON EXPIRATION, OR UPON BREACH OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR AT ANY POINT THEREAFTER, THEN IN

ADDITION TO THE CITY'S OTHER REMEDIES, SUCH ACT WILL CONSTITUTE A PETITION FOR VOLUNTARY ANNEXATION BY THE OWNER, PURSUANT TO SUBCH. C-3 OF CH. 43 OF THE TEX. LOC. GOV'T CODE AND THE PROPERTY WILL BE SUBJECT TO ANNEXATION AT THE DISCRETION OF THE CITY COUNCIL. OWNER AGREES THAT SUCH ANNEXATION IS VOLUNTARILY MADE AND HEREBY CONSENTS TO ANNEXATION PURSUANT TO SEC. 212.172(B)(7) OF THE TEX. LOC. GOV'T. CODE. OWNER HEREBY AGREES TO THE CITY'S LIST AND SCHEDULE OF MUNICIPAL SERVICES SET FORTH IN EXHIBIT "A" BY SIGNING THIS AGREEMENT AND OWNER AGREES THAT THE 2024 NAA SERVES AS THE WRITTEN AGREEMENT REGARDING SERVICES, PURSUANT TO SEC. 43.0672 OF THE TEX. LOC. GOV'T CODE. IN THE EVENT THAT THE WRITTEN AGREEMENT REGARDING SERVICES ARE NO LONGER REQUIRED BY CH. 43 ON THE DATE OF ANNEXATION, THEN THE MUNICIPAL SERVICES TO BE PROVIDED TO THE PROPERTY WILL BE IN ACCORDANCE WITH EXISTING CITY POLICY ON THE DATE OF ANNEXATION, AND AS AMENDED THEREAFTER. No subsequent change in the law regarding annexation shall affect the enforceability of this written Agreement or of the City's ability to annex the Property, pursuant to the terms of this Agreement. This section shall survive any termination of this Agreement.

Section 6. Notice of Sale or Exemption Status Change. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give 30 days' written notice of this Agreement to the prospective purchaser or grantee. A copy of the notice shall be provided to the City 30 days prior to such sale or conveyance, and notice of the change in the exemption status of the Property shall be provided to the City within 14 days of any change at the following address:

City of Denton, Texas  
ATTN: City Manager  
215 E. McKinney St.  
Denton, TX 76201

Section 7. Recording. This Agreement is to run with the Property and be recorded in the real property records, Denton County, Texas.

Section 8. Severability. Invalidation of any provision of this Agreement by judgment, court order, legislation, or otherwise 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 the terms of this Agreement.

Section 11. Venue. Venue for this Agreement shall be in Denton 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. Effective Date; Term and Extension. The Effective Date of the Agreement shall be the date the Agreement is executed by the City. This Agreement shall terminate on August 1, 2040 ("Term"). The Term may be extended upon mutual agreement of the Parties. Owners and the City agree that this Agreement is binding upon both the City and Owners, and Owners' heirs, successors, and assigns for the term of the Agreement. Owners, and all of Owner's heirs, successors, and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. Owner agrees that such annexation shall be voluntary and consents to the annexation pursuant to Sec. 212.172(b)(7) of Tex. Loc. Gov't Code and Ch. 43, Subch. C-3 of the Tex. Loc. Gov't Code.

Section 14. Survival of Covenants. The covenants in Sections 2, 4, and 5 shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Section 15. **OWNERS REPRESENT AND ACKNOWLEDGE THAT EACH AND EVERY OWNER OF THE PROPERTY HAS SIGNED THIS AGREEMENT, AND OWNERS COVENANT AND AGREE, JOINTLY AND SEVERALLY, 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.**

Entered into this 16 day of March, 2020.

OWNERS

Victor López

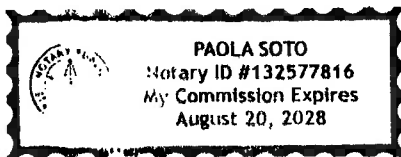
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THE STATE OF TEXAS } Victor Lopez  
COUNTY OF DENTON }

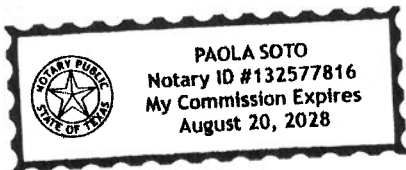
This instrument was acknowledged before me on the 16 day of March,  
2026, by Paola Soto.



Paola Soto  
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez  
COUNTY OF DENTON }

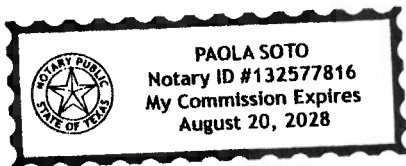
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2026, by Paola Soto.



Paola Soto  
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez  
COUNTY OF DENTON }

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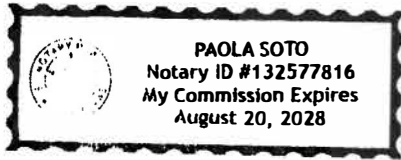


Paola Soto  
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez

COUNTY OF DENTON }

This instrument was acknowledged before me on the 16 day of March, 2026 by Paola Soto.



[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez

COUNTY OF DENTON }

This instrument was acknowledged before me on the 16 day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, City Manager/Deputy City Manager/Assistant City Manager, on behalf of the City of Denton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: [Signature: Healy McMahon]

**After recording return to:**  
**City of Denton**  
**Attn.: City Secretary**  
**215 E. McKinney St.**  
**Denton, TX 76201**