

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, NUNC PRO TUNC, CORRECTING AN INADVERTENT MISTAKE IN ORDINANCE NO. 2015-070, RELATING TO THE ACCEPTANCE OF ELIGIBLE NON-ANNEXATION AGREEMENTS FOR AGRICULTURAL, WILDLIFE MANAGEMENT OR TIMBERLAND USE PROPERTIES WITHIN AN AREA OF LAND ADJACENT TO AND ABUTTING THE EXISTING CITY LIMITS OF THE CITY OF DENTON, TEXAS, GENERALLY IDENTIFIED AS PAA4, GENERALLY LOCATED SOUTH OF MILAM ROAD; NORTH OF LOOP 288; EAST OF I-35, WEST OF LOCUST STREET, AND MORE SPECIFICALLY IDENTIFIED IN EXHIBITS "A" AND "B" ATTACHED HERETO; SPECIFICALLY BY INCLUDING ONE PARCEL OF LAND THAT WAS INADVERTENTLY EXCLUDED FROM ORDINANCE NO. 2015-070 EVEN THOUGH THE PARCEL WAS ELIGIBLE TO RECEIVE AND SIGN A NON-ANNEXATION AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 3, 2015, the City Council adopted Ordinance No. 2015-070, which ordinance accepted non-annexation agreements signed by eligible property owners within an area of approximately 1,555 acres of land generally identified as "PAA4", as legally described and depicted in the attached Exhibits "A" and "B" to Ordinance No. 2015-070 and attached herein, which a portion of said 1,555 acres, specifically 4.29 acres consisting of properties no longer eligible to receive non-annexation agreements, was separately annexed into the City of Denton, Texas via Ordinance No. 2015-189 on June 16, 2015; and

WHEREAS, per Section 43.035, Subchapter B, Local Government Code, a Texas city is required to make offers of non-annexation development agreements to the owners of all properties which have been appraised for ad valorem tax purposes as land for agricultural, wildlife management or timberland within the area to be annexed; and

WHEREAS, under a non-annexation 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 has recently discovered that an eligible parcel, as legally described in Exhibit "C-44" as attached herein, was omitted from approval of non-annexation agreements by Ordinance No. 2015-070, due to an inadvertent clerical error; and

WHEREAS, as a result of the clerical error, the former property owners were never offered a non-annexation agreement even though they were eligible to receive one, and thus their property was inadvertently annexed; and

WHEREAS, in the interest of fairness, and for the purpose of carrying out the original intent of Ordinances Nos. 2015-070 and 2015-189, the City and the affected owner(s) wish to correct that inadvertent error via this ordinance, *nunc pro tunc*, by approving a non-annexation agreement for this eligible parcel, to commence immediately and to expire on August 1, 2020, the same expiration date as current non-annexation agreements approved by Ordinance No. 2016-120, and to thereafter correct annexation Ordinance 2015-189 via separate ordinance, *nunc pro tunc*, to

remove this omitted eligible parcel from the City limits and tax rolls, and to reimburse the property owners for the City portion of ad valorem taxes paid, if applicable, as a result of being annexed via Ordinance No. 2015-189; and

WHEREAS, the Denton City Council deems it to be in the best interests of the citizens of the City of Denton to enter into such non-annexation agreements with eligible property owners who timely submitted non-annexation agreements and have now corrected any legal defects therein; 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 and found to be true.

SECTION 2. A certain area of land was previously denominated in Ordinance No. 2015-070 as "PAA4", which was legally described and depicted in attached Exhibits "A" and "B" to that ordinance, and incorporated therein by reference. For the purposes of this Ordinance, the term "PAA4" shall have the same meaning, and such prior legal description and depiction are incorporated herein by reference.

SECTION 3. A certain offered non-annexation agreement relating to an eligible property contained within the previously defined PAA4 area, which has been properly executed by the owners of the property, and which is legally described by prior recorded instruments referenced therein, is hereby approved and accepted by the City of Denton, Texas. Said agreement is attached hereto and incorporated to Ordinance No. 2016-120 as Exhibit "C-44", which ordinance adopted the most recent non-annexation agreements for eligible properties in PAA4.

SECTION 4. The City Manager is authorized and directed to sign the non-annexation agreement contained within Exhibit "C-44", 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 forthwith for the recordation of non-annexation agreements in the real property records of Denton County, Texas.

SECTION 5. The City Manager shall ensure that the parcel described in Exhibit "C-44" is removed from the City tax rolls and is further directed to undertake the necessary steps to reimburse the current property owners the City portion of ad valorem taxes they have personally paid for the parcel for the tax years subsequent to the adoption of Ordinance No. 2015-189.

SECTION 6. All other provisions of Ordinance Nos. 2015-070 and 2016-120 not specifically amended herein shall continue in force and effect; however, the provisions of this ordinance shall govern and control over any conflicting provisions of Ordinance Nos. 2015-070 and 2016-120, to the extent of any such conflict.

SECTION 7. This Ordinance shall take effect immediately on its passage and approval.

AND IT IS SO ORDERED.

PASSED AND APPROVED by the City Council reading this ____ day of _____, 2016.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

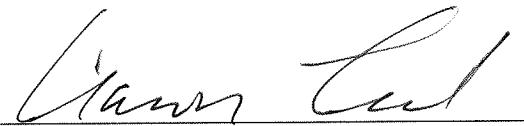
BY: _____

EXHIBIT A

Annexation Tract PAA4 (Page 1 of 4)

BEGINNING at point in the present Denton city limit line as established by Ordinance 2008-137; said point being the northwest corner of the annexation tract described therein and also lying on the south right-of-way line of F.M. 3163 (Milam Road) 2008-137;

THENCE South $01^{\circ} 08' 35''$ West continuing along the present Denton city limit line established by Ordinance 2008-137 a distance of 2,996.05 feet to point for corner, said point being the southwest corner of the annexation tract described therein;

THENCE South $89^{\circ} 10' 00''$ East continuing along the present Denton city limit line established by Ordinance 2008-137 a distance of 2,457.02 feet to a point for corner, said point being the most northerly southwest corner of a City of Denton annexation tract established and described by Ordinance 2007-077 (Tract 1);

THENCE South $88^{\circ} 54' 04''$ East continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 1) a distance of 197.47 feet to a point for a corner;

THENCE South $02^{\circ} 28' 55''$ East continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 1) a distance of 965.89 feet to a point for corner;

THENCE South $01^{\circ} 00' 33''$ East continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 1) a distance of 539.43 feet to a point for corner;

THENCE South $00^{\circ} 04' 12''$ West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 1) a distance of 2,649.30 feet to a point for corner;

THENCE South $00^{\circ} 26' 12''$ West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 1) a distance of 668.18 feet to a point for corner, said point being a southwest corner of said Ordinance 2007-077 (Tract 1) annexation tract and lying on the north line of a City of Denton annexation tract established by Ordinance 1985-151;

THENCE North $89^{\circ} 11' 35''$ West continuing along the present Denton city limit line established by Ordinance 1985-151 a distance of 575 feet to a point for corner, said point being the northwest corner of said Ordinance 1985-151 annexation tract and also being the northeast corner of a City of Denton annexation tract established by Ordinance 2007-077 (Tract 2);

Annexation Tract PAA4 (Page 2 of 4)

THENCE North 89° 32' 45" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 2,128.41 feet to a point for corner;

THENCE South 00° 03' 28" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 26.07 feet to a point for a corner;

THENCE North 89° 32' 32" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 972.02 feet to a point for a corner;

THENCE South 01° 35' 23" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 1,003.38 feet to a point for corner;

THENCE South 01° 34' 05" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 932.20 feet to a point for corner;

THENCE South 88° 29' 12" East continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 1,541.64 feet to a point for a corner,

THENCE South 00° 56' 25" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 185.30 feet to a point for a corner;

THENCE South 88° 09' 02" East continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 2) a distance of 498.78 feet to a point for a corner, said point being a southeast corner of said Ordinance 2007-077 (Tract 2) annexation tract and also lying on a west line of a City of Denton annexation tract established by Ordinance 2002-257;

THENCE South 00° 56' 33" West continuing along the present Denton city limit line established by Ordinance 2002-257 a distance of 6 feet to a point for corner;

THENCE South 01° 06' 36" West continuing along the present Denton city limit line established by Ordinance 2002-257 a distance of 1,764.22 feet to a point for corner;

THENCE North 88° 31' 42" West continuing along the present Denton city limit line established by Ordinance 2002-257 a distance of 624.97 feet to a point for corner;

Annexation Tract PAA4 (Page 3 of 4)

THENCE South 02° 02' 28" West continuing along the present Denton city limit line established by Ordinance 2002-257 a distance of 40 feet to a point for corner, said point being the northwest corner of a City of Denton annexation tract established by Ordinance 2007-077 (Tract 3);

THENCE South 00° 23' 04" West continuing along the present Denton city limit line established by Ordinance 2007-077 (Tract 3) a distance of 1,765.70 feet to a point for corner, said point being the southwest corner said 2007-077 (Tract 3) annexation tract and also being on the east right-of-way line of Bonnie Brae Road and being the northwest corner of a City of Denton annexation tract established by Ordinance 1980-26;

THENCE South 00° 12' 13" West continuing along the present Denton city limit line established by Ordinance 1980-26 a distance of 450 feet to a point for corner, said point being the northeast corner of a City of Denton annexation tract established by Ordinance 1982-4;

THENCE North 89° 04' 24" West continuing along the present Denton city limit line established by Ordinance 1982-4 a distance of 1,791.93 feet to a point for corner;

THENCE North 58° 21' 24" West continuing along the present Denton city limit line established by Ordinance 1982-4 a distance of 926 feet to a point for corner, said point being the southeast corner of a City of Denton annexation tract established by Ordinance 1986-6;

THENCE North 00° 25' 59" East continuing along the present Denton city limit line established by Ordinance 1986-6 a distance of 1,845.44 feet to a point for corner;

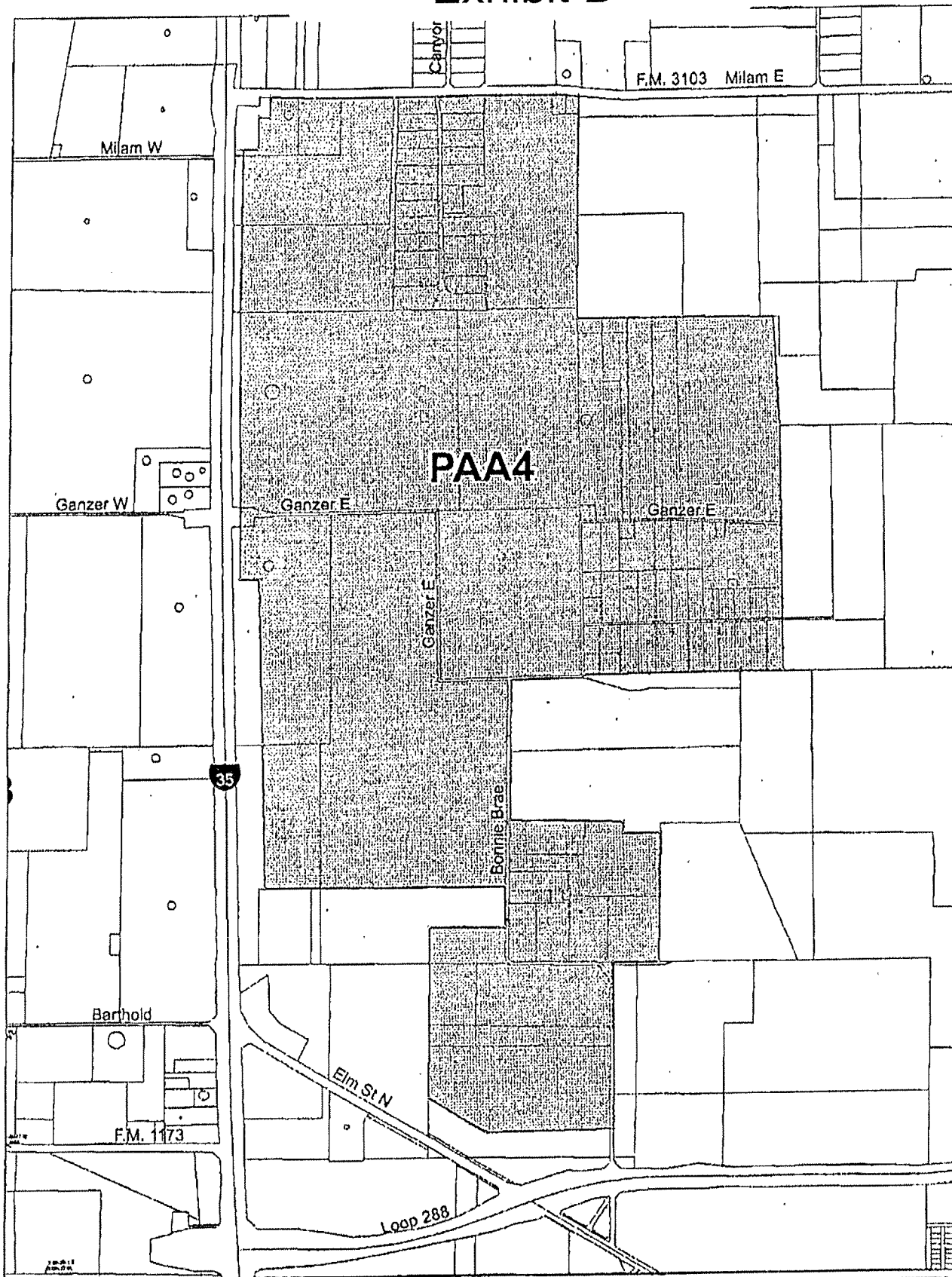
THENCE North 00° 22' 28" East continuing along the present Denton city limit line established by Ordinance 1986-6 a distance of 506.6 feet to a point for corner;

THENCE South 89° 27' 00" East continuing along the present Denton city limit line established by Ordinance 1986-6 a distance of 1,033.4 feet to a point for corner;

THENCE North 00° 22' 27" East continuing along the present Denton city limit line established by Ordinance 1986-6 a distance of 564.11 feet to a point for corner;

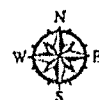
THENCE North 89° 31' 39" West continuing along the present Denton city limit line established by Ordinance 1986-6 a distance of 2,485.31 feet to a point for corner, said point being the northwest corner of said Ordinance 1986-6 annexation tract and also being the northeast corner of a City of Denton annexation tract established by Ordinance 1998-224;

Exhibit B



City of Denton, Texas
PAA4 - 1,550 Acres

**FREESE
NICHOLS**



0 600 1,200 2,400 3,600 Feet

Exhibit “C-44”

CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE 2016 NON-ANNEXATION AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 Tex. Local Gov't Code by and between the City of Denton, Texas (the "City") and Ricky & Amiee Greathouse ("Owners"), the property owners of the hereinafter described property (the "Property") in Denton County, Texas, sometimes individually or collectively referred to as "Party" or "Parties":

Being Lot 17, Block A, of Milan Creek Ranch, Phase II, an Addition to Denton County, Texas, according to the plat thereof recorded in Cabinet O, Page 385 of the Plat Records of Denton County, Texas, together with Affidavit of Correction filed September 25, 1998 recorded in Volume 4183, Page 1609, Real Property Records of Denton County, Texas and being that certain lot, tract or parcel of land described in that Warranty Deed with Vendor's Lien dated January 7, 2016, Gregory Bachman aka Gregory Charles Bachman and Tiffany Bachman aka Tiffany Lynn Bachman, to Ricky Von Greathouse and Amiee Greathouse, filed for record on January 8, 2016 and recorded in Instrument Number 2016-2431 of the Real Property Records of Denton County, Texas. Said lot being commonly known as *DCAD Property ID No. 202617*

RECITALS

WHEREAS, pursuant to Tex. Loc. Gov't Code ch. 43, the City had previously given notice of its intent to institute annexation proceedings in 2010 and again in 2016 for an "Annexation Area" that includes the above-described Property which was and is subject to the provisions of §43.035, Tex. Loc. Gov't Code; and

WHEREAS, in accordance with State law, the City offered, and Owners accepted, a non-annexation development agreement contemplated by §§ 43.035 and 212.172, Tex. Loc. Gov't Code ("NAA"), in lieu of the City's annexation in 2010, as well as an extension of said NAA in lieu of the City's annexation in 2015 ("Extended NAA"), of all land in the Annexation Area not otherwise excluded by operation of State law; and

WHEREAS, Tex. Loc. Gov't Code §43.035 authorizes a property owner and a municipality to enter into an agreement pursuant to Tex. Loc. Gov't Code §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 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 Tex. Tax Code chapter 23.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 §43.035, Tex. Loc. Gov't Code, and the Tex. Tax Code; and

WHEREAS, the Extended NAA executed by City and Owners expired on March 1, 2016;
and

WHEREAS, the City desires to allow the Property to remain in the City's extraterritorial jurisdiction ("ETJ") for the term of this 2016 non-annexation agreement (hereinafter, the "2016 NAA" or "Agreement"), which supersedes and replaces the NAA or Extended NAA previously executed by the Parties for all purposes, until such time as stated herein; and

WHEREAS, the Owners acknowledge and agree that if the 2016 NAA is not executed with the City within the time allotted, then the Owners have already received notice of the City's intent to annex the Property and the Property may be annexed upon the City's institution of annexation in April 2016; and

WHEREAS, Owners hereby accept this offer and agree to the terms of this 2016 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, 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;

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton 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, 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 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 in satisfaction of Tex. Loc. Gov't Code section 212.172(b).

Section 3. Governing Regulations. The following City regulations shall apply to any development of the Property, as may hereafter be amended from time to time during the term of this Agreement, 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 (“DDC”), as amended pursuant to the current Denton Plan, as amended, including but not limited to the (RD-5) 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 (including construction, drainage, site design, solid waste, transportation, tree protection standards, and water/wastewater), Denton Mobility Plan and other approved Master Plans of the City of Denton, Texas, and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, North Central Texas (NCTCOG Manual);
- (3) Denton building codes, as adopted by the City and currently contained within Denton Code Chapters 17, 28 and 29, and DDC Subchapter 24, along with local amendments, both as from time to time amended, and more particularly set forth as follows:
 - a. International Building Code, 2012 Edition with local amendments;
 - b. International Residential Code, 2012 Edition with Appendix G and local amendments;
 - c. The International Fire Code, 2012 Edition with local amendments;
 - d. International Plumbing Code, 2012 Edition with local amendments;
 - e. International Fuel Gas Code, 2012 Edition with local amendments;
 - f. International Mechanical Code, 2012 Edition with local amendments;
 - g. Code of Ordinances Chapter 17, Denton Property Maintenance Code, as amended;
 - h. International Energy Conservation Code, 2012 Edition with regional amendments;
 - i. National Electric Code, 2012 Edition with local amendments;
 - j. National Electric Safety Code, 2012 Edition, with regional amendments;
 - k. Minimum housing and building standards, Denton Code §§28-383 – 437 and §§17-141 – 210, as amended and as applicable; and
 - l. Irrigation Standards, Denton Code §§28-441 – 457;
- (4) Sign regulations, as contained within Chapter 33, Denton 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 16 and 21 of the DDC, 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 17 through 19 of the DDC, as amended, the Denton Drainage 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 in the most recently amended Gas Well Ordinance and subchapter 22 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.

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 otherwise arise under 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; Voluntary Annexation.

(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, sections 1 and 3 of this Agreement shall thereupon become null and void.

(B) Upon expiration, or upon breach or termination of this Agreement for any reason, or at any point thereafter, the City may initiate annexation of the Property pursuant to Tex. Loc. Gov't Code subchapter C-1, or other such other provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the Property under such circumstances. Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Tex. Loc. Gov't Code section 43.052, or successor statute. This section shall survive any termination of this agreement.

Section 6. Notice of Sale. 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 forwarded to the City at the following address:

City of Denton, Texas
ATTN: Director of Planning and Development
221 N. Elm Street
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 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 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. Term and Extension. Unless extended by mutual agreement of the Parties, this Agreement shall terminate on August 1, 2020. The Effective Date of the Agreement shall be the date the Agreement is executed by the City. The Term may be extended upon mutual agreement of the Parties.

Section 14. Waiver. The City offered this Agreement to the Owners, which Owners have accepted, as a result of the undoing of the 2015 annexation of the Property due to a clerical mistake committed by the City during the annexation procedural process. With regard to the procedures followed by the City relative to the 2015 annexation of the Property and to the rest of the land area included within PAA-4, Owners hereby waive any right to assert any claims or lawsuits against the City based upon such procedures being invalid, improper or unlawful in any manner whatsoever. In consideration of Owners' waiver, the City waives any right to assert any claims or lawsuits against Owners relating to the annexation of the Property.

Section 15. Survival of Covenants. The covenants in Sections 2 and 4, as well as the consent provisions in Section 5B, shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Owners



Ricky Greathouse



Amiee Greathouse

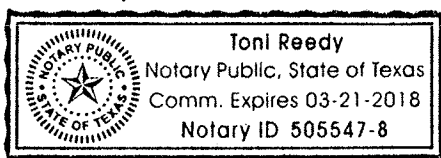
THE CITY OF DENTON, TEXAS


By: _____
City Manager, Deputy City Manager, or
Designated Representative

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the 2nd day of August, 2016, by Ricky Greathouse.

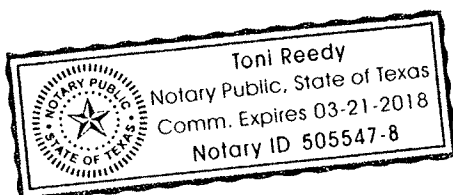




Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the 2nd day of August, 2016, by Amiee Greathouse.




Notary Public, State of Texas

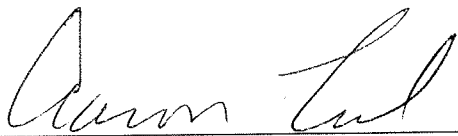
THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, City Manager/Deputy City Manager/Designated Representative, on behalf of the City of Denton, Texas.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: 

After recording return to:
Jennifer Walters
City Secretary
215 E. McKinney
Denton, TX 76201