



RESOLUTION NO. A 16-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NOLANVILLE, TEXAS, APPROVING VARIOUS NON-ANNEXATION DEVELOPMENT AGREEMENTS PREVIOUSLY NEGOTIATED BY AND BETWEEN THE CITY AND LANDOWNERS OF CERTAIN PROPERTIES THE CITY HAD PROPOSED FOR ANNEXATION TO THE CITY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE INTENDED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF NOLANVILLE, TEXAS, THE SAID AGREEMENTS.

WHEREAS, Texas Local Government Code Sections 43.035 and 212.172 provide that a municipality must offer to make a development agreement with eligible landowners of an area proposed for annexation that is appraised for ad valorem tax purposes as land for agricultural use, wildlife management use, or as timber land, in order to guarantee the continuation of the extraterritorial status of the area,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NOLANVILLE, TEXAS:

SECTION 1. The City Manager's execution of non-annexation development agreements by and between the City of Nolanville, Texas and the owners of ten (10) real properties currently being considered for annexation to the City, is hereby approved and ratified. A copy of each such non-annexation development agreement is attached hereto and identified as Exhibit "A" through Exhibit "H," and the same are made a part hereof for all purposes.

SECTION 2. The City Manager is in the process of negotiating a development agreement with the owner of the following described property, which owner is considering accepting the offered agreement, attached hereto as Exhibit "H," which form of agreement as drafted is hereby approved and ratified:

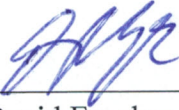
PROPERTY ID	ACRES	LEGAL DESCRIPTION
58783	45.69645547	A0359BC J GOLLIER, 3, ENHANCED LIFE ESTATE, ACRES 36.756

In the event that the development agreement is accepted by the property owner as offered by the City Manager, the City Manager is directed to execute the same, provided the property owner executes the said agreement as drafted no later than by August 1, 2016.

SECTION 3. The City Manager is directed to promptly have each of the approved and executed development agreement recorded in the Real Property Records of Bell County, Texas.

PASSED AND APPROVED this the 7th day of July 2016, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Nolanville, Texas.

APPROVED:



David Escobar, Mayor

ATTEST:


Crystal Briggs, City Secretary

Exhibit A



**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF NOLANVILLE AND LETA BESS MIDDLETON PATE**

- 1. Identification of the Property.** The Property is described as the property owned by Leta Bess Middleton Pate within the boundaries described as:

Tract 1: A0171BC S CHAIRES, N OF 190, LIFE ESTATE, ACRES 18.081

Tract 2: A0171BC S CHAIRES, 1-1, Z- 5 & 7; LIFE ESTATE, ACRES 47.77

Tract 3: A0171BC S CHAIRES, 1, N OF 190; Z 10, 11 & 16, LIFE ESTATE, ACRES 25.684

The tracts are appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

- 2. Continuation of Extraterritorial Status.** The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as (a) this agreement is effective, (b) the Property is not subdivided, (c) the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and (d) the Owner is not in violation of this Agreement. This provision does not prohibit annexation with the consent of the Owner.

- 3. Annexation Upon Subdivision or Change of Use.** This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by the City of Nolanville or any permit required by any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property as described in this section, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan.

- 4. Term.** This Agreement shall terminate 20 years after the effective date of this Agreement or upon annexation of the Property in conformance with this Agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and Owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

- 5. Agreement a Covenant Running With the Land.** This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns,

and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified U.S. mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Nolanville
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Leta Bess Middleton Pate
12482 FM 439
Nolanville, Texas 76559

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. Pursuant to Chapter 43.035(e) Tex. Loc. Gov. Code, this Agreement is not a permit for purposes of Chapter 245 Tex. Loc. Gov. Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

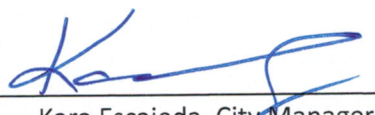
In addition to allowing the Property to remain in the ETJ, in a development agreement the Owner and City may agree to:

1. extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
2. authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
3. authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
4. authorize enforcement of environmental regulations;
5. provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
6. specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
7. include other lawful terms and considerations the parties consider appropriate.

DATED this 17th day of May, 2016.

GRANTOR:

By:


Kara Escajeda, City Manager
City of Nolanville, Texas



Representative for Land Owner

Name: Leta Bess Pate

Signature: Leta Bess Pate

State of Texas
County of Bell

Before me, Amanda Feeney on this day personally appeared **Leta Bess Pate**, known to me through ID to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of May, 2016.


Notary Public's Signature

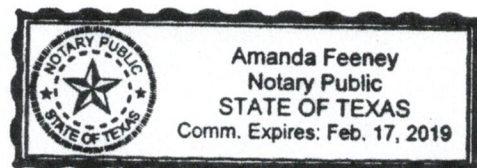


Exhibit B



DEVELOPMENT AGREEMENT ("Agreement") BETWEEN

THE CITY OF NOLANVILLE AND C. ERIC SEARS ET UX KRISTIN K. SEARS

1. Identification of the Property. The Property is described as the property owned by C. Eric & Kristin K. Sears ("Owner") within the boundaries described as:

Tract: A0193BC F T COX, 8, ACRES 1.0 (Property ID: 331245)

The tract is used exclusively for residential purposes and is not appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use, but is surrounded by A0193BC F T COX, 8, ACRES 69.099, a tract of land that is appraised for ad valorem tax purposes as land for agricultural use. This Agreement is not pursuant to Section 43.035 of the Texas Local Government Code.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City of Nolanville ("City") as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), and (c) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

3. Annexation Upon Subdivision or Change of Use. Existing legal residential uses may continue. However, no new residential development shall be permitted. If the Property ceases to be used exclusively for residential purposes, or its use changes to non-residential uses, or if it is subdivided (partitioned) or is developed in any manner that would require a plat or any type of development document, including any permit that would be required by the City of Nolanville if the Property was annexed or any permit required by any governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner, and this Agreement shall not be considered a permit for purposes of Chapter 245 Tex. Loc. Gov. Code. Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after its effective date (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or of any applicable provision of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10 years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed and with postage prepaid:

CITY:

City of Nolanville

Attention: City Manager
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Eric & Kristin Sears
1765 Charlie Brown Road
Nolanville, Texas 76559

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.


12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

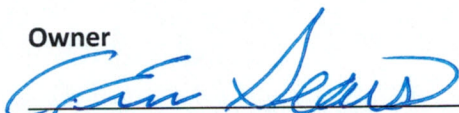
14. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

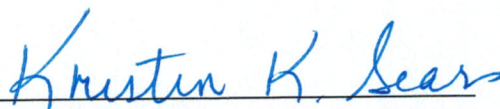
DATED this 8th day of June, 2016.

City

By: 
Kara Escajeda, City Manager
City of Nolanville, Texas

Owner


C. Eric Sears


Kristin K. Sears

State of Texas §

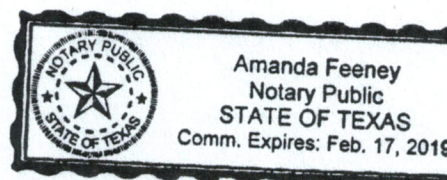
County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of June, 2016.

Amanda Feeney

Notary Public's Signature



State of Texas §

County of Bell §

Before me, C. Eric Sears + Kristen Sears, on this day personally appeared **C. Eric Sears and Kristin K. Sears**, known to me through their respective driver's licenses to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of June, 2016.

Amanda Feeney

Notary Public's Signature

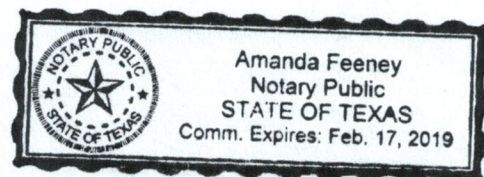


Exhibit C



DEVELOPMENT AGREEMENT ("Agreement") BETWEEN

THE CITY OF NOLANVILLE AND AUSTIN KWIK KAR, LTD.

- 1. Identification of the Property.** The Property is described as the property owned by Austin Kwik Kar, Ltd. ("Owner") within the boundaries described as:

Tract: A0193BC F T COX, 8, ACRES 69.099 (Property ID: 232252)

The tract is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

- 2. Continuation of Extraterritorial Status.** The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), (c) the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and (d) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

Notwithstanding anything herein to the contrary, and provided one or more subdivision plat(s) are processed and approved by the City, which shall in all respects comply with the City's then-existing subdivision regulations applicable to land located within the boundaries of the City, this provision will not prohibit the Owner or the principals of Owner or their lineal descendants from constructing up to 5 single family residential dwellings (together with appurtenant improvements as permitted by City regulations then applicable), each single residential dwelling to be constructed on separate approximately 1 acre lots, and each such residential dwelling to be compliant with all development and building regulations then applicable to similar construction on land located within the City. Each approximately 1 acre lot may be owned by the Owner or any of the principals of Owner or their lineal descendants. Neither the conveyance of an approximately 1 acre lot to a principal of Owner or their lineal descendants nor the subdivision of any such tract will be deemed a violation of this Agreement, nor trigger any annexation by the City. In addition, the loss of any exemption for agricultural, wildlife management or timber use on any of the aforementioned approximately 1 acre lots because of the construction thereon of one residential dwelling as provided in this paragraph will not be deemed a violation of this Agreement, provided there is no loss of the exemption for agricultural, wildlife management or timber use on any part of the remainder of the Property. The loss of any such exemption for agricultural, wildlife management or timber use shall allow the City to annex the Property and all of the aforementioned residential lots, and such annexation shall be deemed to be with the consent of the Owner(s).

- 3. Annexation Upon Subdivision or Change of Use.** Except as provided in paragraph 2, above, if the Property ceases to be appraised for, or the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use, and/or if the Owner subdivides (partitions) or develops the Property in any manner that would require a plat of the subdivision or a related development document, including any permit required by the City of Nolanville or any permit required by any

governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner(s). Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

During the term of this Agreement and any extensions hereof, existing legal residential uses may continue, but no new residential development shall be permitted except as specified in paragraph 2 above.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after the effective date of this Agreement (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10 years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Nolanville

Attention: City Manager
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Austin Kwik Kar, Ltd.
3800 W S Young DR STE 101
Killeen, Texas 76548

During the term of this Agreement, as the same may be extended, notice provided to the Austin Kwik Kar, Ltd. or its successor interest shall be deemed to be notice as well to anyone owning any tract referred to in paragraph 2 hereof, or any of their successors in interest.

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Pursuant to Chapter 43.035(e) Tex. Loc. Gov. Code, this Agreement is not a permit for purposes of Chapter 245 Tex. Loc. Gov. Code.

11. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

12. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

13. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

15. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

DATED this 8th day of June, 2016.

City

City of Nolanville, Texas

By: 
Kara Escajeda, City Manager

Owner

Austin Kwik Kar, Ltd.

By: Kwik Management, L.C., its General Partner

By: _____

Patrick A. Wilson, President

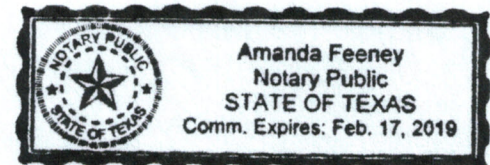
State of Texas §

County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of June, 2016.

Amanda Feeney
Notary Public's Signature



State of Texas §

County of Bell §

Before me, Patrick A. Wilson, on this day personally appeared Patrick A. Wilson, in his capacity as President of Kwik Management, L.C., a Texas limited liability, in its capacity as general partner of **Austin Kwik Kar, Ltd.**, a Texas limited partnership, known to me through TX DL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of June, 2016.

Amanda Feeney
Notary Public's Signature

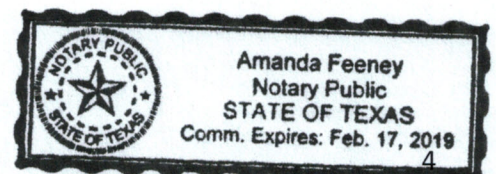


Exhibit D



DEVELOPMENT AGREEMENT ("Agreement") BETWEEN

THE CITY OF NOLANVILLE AND CRAIG R. BROWN ET UX DIANA S. BROWN

1. Identification of the Property. The Property is described as the property owned by Craig R. & Diana S. Brown ("Owner") within the boundaries described as:

Tract: A0193BC F T COX, 8, ACRES 1.06 (Property ID: 316586)

The tract is used exclusively for residential purposes and is not appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use, but is surrounded by A0193BC F T COX, 8, ACRES 69.099, a tract of land that is appraised for ad valorem tax purposes as land for agricultural use. This Agreement is not pursuant to Section 43.035 of the Texas Local Government Code

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City of Nolanville ("City") as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), and (c) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

3. Annexation Upon Subdivision or Change of Use. Existing legal residential uses may continue. However, no new residential development shall be permitted. If the Property ceases to be used exclusively for residential purposes, or its use changes to non-residential uses, or if it is subdivided (partitioned) or is developed in any manner that would require a plat or any type of development document, including any permit that would be required by the City of Nolanville if the Property was annexed or any permit required by any governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner, and this Agreement shall not be considered a permit for purposes of Chapter 245 Tex. Loc. Gov. Code. Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after its effective date (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or any applicable provision of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10 years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed and with postage prepaid:

CITY:

City of Nolanville

Attention: City Manager

101 North 5th Street

Nolanville, Texas 76559

OWNER:

Craig R. & Diana S. Brown

PO BOX 2367

Harker Heights, Texas 76548

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.


12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

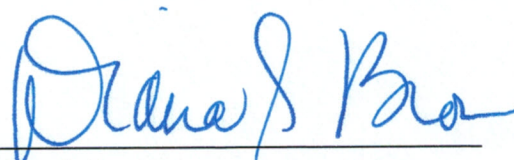
DATED this 8th day of June, 2016.

City

By: 
Kara Escajeda, City Manager
City of Nolanville, Texas

Owner


Craig R. Brown


Diana S. Brown

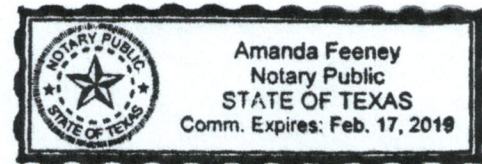
State of Texas §

County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of June, 2016.


Notary Public's Signature



State of Texas §

County of Bell §

Before me, Craig + Diana Brown, on this day personally appeared **Craig R. Brown and Diana S. Brown**, known to me through their respective driver's licenses to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of June, 2016.


Notary Public's Signature

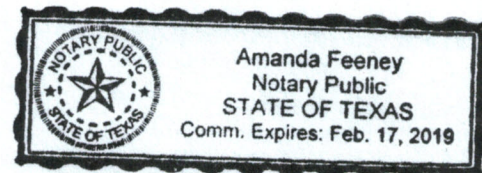


Exhibit E



**DEVELOPMENT AGREEMENT ("Agreement") BETWEEN
THE CITY OF NOLANVILLE AND INGE J LYALL**

- 1. Identification of the Property.** The Property is described as the property owned by Inge J Lyall ("Owner") within the boundaries described as:

Tract: A0379BC J HUGHES, 13-2, ACRES 14.0 (Property ID: 66779)

The tract is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), (c) the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and (d) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

3. Annexation Upon Subdivision or Change of Use. Except as provided in paragraph 2, above, if the Property ceases to be appraised for, or the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use, and/or if the Owner subdivides (partitions) or develops the Property in any manner that would require a plat of the subdivision or a related development document, including any permit required by the City of Nolanville or any permit required by any governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner(s). Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

During the term of this Agreement and any extensions hereof, existing legal residential uses may continue, but no new residential development shall be permitted.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after the effective date of this Agreement (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10 years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Nolanville

Attention: City Manager
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Inge J Lyall
612 N 1st ST
Nolanville, Texas 76559

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Pursuant to Chapter 43.035(e) Tex. Loc. Gov. Code, this Agreement is not a permit for purposes of Chapter 245 Tex. Loc. Gov. Code.

11. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

12. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

13. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

15. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

DATED this 13th day of June, 2016.

City

City of Nolanville, Texas

By: Kara Escajeda
Kara Escajeda, City Manager

Owner

Inge J Lyall

By: Inge J Lyall
Inge J Lyall

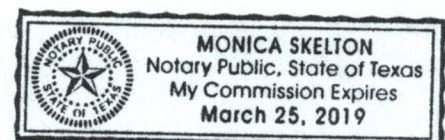
State of Texas §

County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of June, 2016.

Monica Skelton
Notary Public's Signature



State of Texas §

County of Bell §

Before me, Monica Skelton, on this day personally appeared Inge J Lyall, known to me through MID to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of June, 2016.

MSkelton
Notary Public's Signature

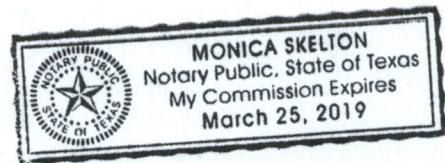
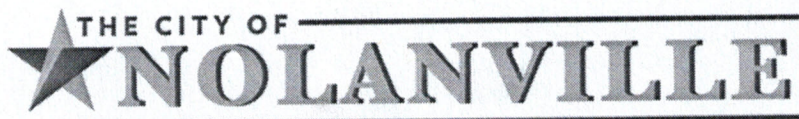


Exhibit F



DEVELOPMENT AGREEMENT ("Agreement") BETWEEN

THE CITY OF NOLANVILLE AND JOSEPH BERNARD ZIZZO

- 1. Identification of the Property.** The Property is described as the property owned by Joseph Bernard Zizzo ("Owner") within the boundaries described as:

Tract 1: A0379BC J HUGHES, 13-2-2-1, ACRES 0.5 (Property ID: 132276)

Tract 2: A0379BC J HUGHES, 13-2-2, ACRES 12.401 (Property ID: 132275)

The tract is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), (c) the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and (d) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

3. Annexation Upon Subdivision or Change of Use. Existing legal residential uses may continue. However, no new residential development shall be permitted. Except as provided in paragraph 2, above, if the Property ceases to be appraised for, or the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use, and/or if the Owner subdivides (partitions) or develops the Property in any manner that would require a plat of the subdivision or a related development document, including any permit required by the City of Nolanville or any permit required by any governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner(s). Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

During the term of this Agreement and any extensions hereof, existing legal residential uses may continue, but no new residential development shall be permitted.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after the effective date of this Agreement (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10

years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Nolanville
Attention: City Manager
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Joseph Bernard Zizzo
1350 Jackrabbit Road
Belton, Texas 76559

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Pursuant to Chapter 43.035(e) Tex. Loc. Gov. Code, this Agreement is not a permit for purposes of Chapter 245 Tex. Loc. Gov. Code.

11. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

12. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

13. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

15. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

DATED this 23 day of June, 2016.

City

City of Nolanville, Texas

By: [Signature]
Kara Escajeda, City Manager

Owner

Joseph Bernard Zizzo

By: [Signature]
Joseph Bernard Zizzo

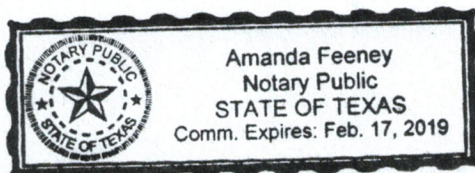
State of Texas §

County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of June, 2016.

[Signature]
Notary Public's Signature

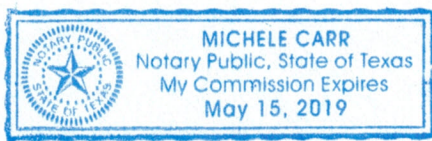


State of Texas §

County of Bell §

Before me, Michele Carr, on this day personally appeared Joseph Bernard Zizzo, known to me through TX commercial driver license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of June, 2016.



Michele Carr
Notary Public's Signature

Exhibit G



**DEVELOPMENT AGREEMENT ("Agreement") BETWEEN
THE CITY OF NOLANVILLE AND VETERANS LAND BOARD**

- 1. Identification of the Property.** The Property is described as the property owned by Veterans Land Board ("Owner") within the boundaries described as:

A0193BC F T COX, VLB C/S 780-156305, ACRES 8.205 (Property ID: 237957)

The tract is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), (c) the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and (d) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

3. Annexation Upon Subdivision or Change of Use. Existing legal residential uses may continue. However, no new residential development shall be permitted. Except as provided in paragraph 2, above, if the Property ceases to be appraised for, or the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use, and/or if the Owner subdivides (partitions) or develops the Property in any manner that would require a plat of the subdivision or a related development document, including any permit required by the City of Nolanville or any permit required by any governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner(s). Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

During the term of this Agreement and any extensions hereof, existing legal residential uses may continue, but no new residential development shall be permitted.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after the effective date of this Agreement (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10

years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Nolanville

Attention: City Manager
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Veterans Land Board

C/O David & Sherry L Cagle
1710 Sunset ST
Killeen, Texas 76543-3362

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Pursuant to Chapter 43.035(e) Tex. Loc. Gov. Code, this Agreement is not a permit for purposes of Chapter 245 Tex. Loc. Gov. Code.

11. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

12. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

13. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

15. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

DATED this 1st day of July, 2016.

City

City of Nolanville, Texas

By: _____

Kara Escajeda, City Manager

Owner

Veterans Land Board

By: _____

David Hubert Cagle

State of Texas §

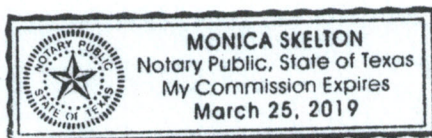
County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of July, 2016.

Monica Skelton

Notary Public's Signature

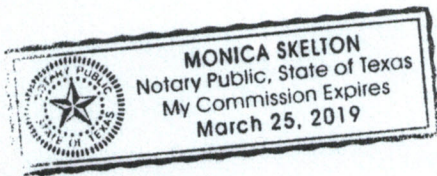


State of Texas §

County of Bell §

Before me, David Hubert Cagle, on this day personally appeared David Hubert Cagle, known to me through MID to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of July, 2016.



Monica Skelton
Notary Public's Signature

Exhibit H



**DEVELOPMENT AGREEMENT ("Agreement") BETWEEN
THE CITY OF NOLANVILLE AND ALLEETA J. KENAN**

- 1. Identification of the Property.** The Property is described as the property owned by Alleeta J. Kenan ("Owner") within the boundaries described as:

A0359BC J GOLLIER, 3, ENHANCED LIFE ESTATE, ACRES 36.756 (Property ID: 58783)

The tract is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as (a) this Agreement is effective, (b) the Property is not subdivided (partitioned), (c) the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and (d) the Owner is not in violation of any of the terms of this Agreement. This provision does not prohibit annexation with the consent of the Owner. In this Agreement "Owner" shall include any successor in interest.

3. Annexation Upon Subdivision or Change of Use. Existing legal residential uses may continue. However, no new residential development shall be permitted. Except as provided in paragraph 2, above, if the Property ceases to be appraised for, or the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use, and/or if the Owner subdivides (partitions) or develops the Property in any manner that would require a plat of the subdivision or a related development document, including any permit required by the City of Nolanville or any permit required by any governmental entity having jurisdiction over the Property, then and in any such event the restriction or limitation in this Agreement to the Property's annexation shall be void, the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner(s). Any plat or related development document shall be consistent with the City of Nolanville's adopted Land Use Plan and its subdivision and building regulations.

During the term of this Agreement and any extensions hereof, existing legal residential uses may continue, but no new residential development shall be permitted.

4. Extension of Land Use, Development and Environmental Regulations. The Owner agrees to the following:

- a) The Property shall be subject to the City's land use and development regulations in the same manner that such regulations are enforced within the City's boundaries.
- b) The Property shall be subject to the City's environmental regulations.

5. Term. This Agreement shall terminate 20 years after the effective date of this Agreement (unless extended as described in this paragraph) or upon annexation of the Property in conformance with this Agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. This Agreement may be extended for an additional period of 15 years, and for a subsequent period of 10

years (for a total of up to 45 years) each subject to approval by the City Council, as evidenced by passage of an ordinance.

Upon the expiration or termination of this Agreement for any reason the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Bell County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City no later than thirty (30) days before such sale or conveyance.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses appearing below. Notice to the Owner may in the alternative be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Nolanville

Attention: City Manager
101 North 5th Street
Nolanville, Texas 76559

OWNER:

Alleeta J. Kenan

11435 FM 439
Belton, Texas 76513

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Pursuant to Chapter 43.035(e) Tex. Loc. Gov. Code, this Agreement is not a permit for purposes of Chapter 245 Tex. Loc. Gov. Code.

11. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

12. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

13. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

15. Governing Law and Venue. Venue shall be in the state courts located in Bell County, Texas and construed in conformity with the laws of the State of Texas.

DATED this ____ day of June, 2016.

City

City of Nolanville, Texas

By: _____
Kara Escajeda, City Manager

Owner

Alleeta J. Kenan

By: _____
Alleeta J. Kenan

State of Texas §

County of Bell §

Before me, Amanda Feeney on this day personally appeared **Kara Escajeda**, in her capacity as City Manager of the **City of Nolanville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of June, 2016.

Notary Public's Signature

State of Texas §

County of Bell §

Before me, _____, on this day personally appeared Alleeta J. Kenan, known to me through _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of June, 2016.

Notary Public's Signature

© 2012
WILLIAMSON
71 102 4/01
4
P2205 11 11/11/14

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513



70 2016 00028011

Instrument Number: 2016-00028011

Recorded On: July 18, 2016

As
Recordings

Parties: CITY OF NOLANVILLE
To EX PARTE

Billable Pages: 41
Number of Pages: 42

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	171.00
Total Recording:	171.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-00028011
Receipt Number: 274030
Recorded Date/Time: July 18, 2016 10:27:40A

Record and Return To:

CITY OF NOLANVILLE
101 N 5TH ST
NOLANVILLE TX 76559

User / Station: D Wilson - Cash Station 2



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property
Records in Bell County, Texas

Shelley Coston
Bell County Clerk