



ORDINANCE NO. 147

AN ORDINANCE ANNEXING TERRITORY INTO THE TOWN OF ANNETTA, TEXAS; APPROVING A SERVICE PLAN FOR THE TERRITORY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Annetta, Texas (“Town”) is a Type A general-law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, an affidavit petition for voluntary annexation has been signed by a majority of the qualified voters of the property to be annexed and presented to the Town; and

WHEREAS, the Town desires to annex that certain area of land (the “Territory”), as further described below, that is less than one-half mile in width and that is contiguous to and within the exclusive extraterritorial jurisdiction of the Town; and

WHEREAS, the mayor of the Town has certified the affidavit petition to the Town Council and, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, public hearings on the proposed annexation were held before the Town Council on July 8, 2014 and July 10, 2014; and

WHEREAS, the Town has prepared a service plan, setting forth municipal services and a schedule for extending services to the Territory which is attached to this ordinance; and

WHEREAS, all other prerequisite requirements have been met to authorize this annexation in compliance with Chapter 43 of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANNETTA, TEXAS:

SECTION 1.

The Territory described as follows:

Being a tract of land in the Benjamin Stephenson Survey Abstract No. 1219, the T.J. Turner Survey Abstract No. 2177, the William Nations Survey Abstract No. 435, the Joseph Carroll Survey Abstract No. 293 and the Francis S. Blodgett Survey Abstract No. 87, Town (City) of Annetta Extraterritorial Jurisdiction and Annetta North, as agreed upon by Resolution # 2002-01, April 12, 2002, in Annetta North, Parker County, Texas and being particularly described as follows:

BEGINNING at a point on the original City limit line of the Town of Annetta and the north line of the Extraterritorial Jurisdiction and Annetta North, as agreed upon by Resolution # 2002-01, April 12, 2002, in Annetta North from which the centerline of the intersection of Hwy 5 and

Annetta Center Point bears North 44 degrees 34 minutes 14 seconds East, a distance of 1436.0 feet +/-;

THENCE due East, a distance of 1,139.01 feet to a point for corner;

THENCE South 23 degrees 12 minutes 04 seconds East, a distance of 1,347.84 feet to a point for corner;

THENCE due South, a distance of 669.12 feet to a point for corner;

THENCE due East, a distance of 2,289.58 feet to a point for corner;

THENCE South 50 degrees 16 minutes 57 seconds East, a distance of 2,767.12 feet to a point for corner;

THENCE South 42 degrees 22 minutes 18 seconds East, a distance of 1,888.89 feet to a point for corner;

THENCE South 38 degrees 57 minutes 56 seconds East, a distance of 1,926.09 feet to a point for corner;

THENCE due East, a distance of 1,882.96 feet to a point for corner;

THENCE South 00 degrees 57 minutes 43 seconds East, a distance of 423.58 feet to a point for corner on the north line of Town of Annetta Ordinance No. 79;

THENCE South 89 degrees 02 minutes 17 seconds West, along the north line of said Ordinance No. 79, a distance of 108.59 feet to a point for corner;

THENCE South 46 degrees 07 minutes 28 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 155.13 feet to a point for corner;

THENCE South 00 degrees 57 minutes 43 seconds East, continuing along the north line of said Ordinance No. 79, a distance of 483.03 feet to a point for corner;

THENCE South 89 degrees 02 minutes 17 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 101.41 feet to a point for corner;

THENCE South 07 degrees 53 minutes 46 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 619.46 feet to a point for corner;

THENCE South 11 degrees 45 minutes 33 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 97.03 feet to a point for corner;

THENCE South 19 degrees 23 minutes 30 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 54.89 feet to a point for corner;

THENCE South 36 degrees 40 minutes 49 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 57.85 feet to a point for corner;

THENCE South 52 degrees 50 minutes 07 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 44.14 feet to a point for corner;

THENCE South 82 degrees 53 minutes 01 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 73.04 feet to a point for corner;

THENCE North 59 degrees 37 minutes 10 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 221.29 feet to a point for corner;

THENCE North 63 degrees 18 minutes 51 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 123.33 feet to a point for corner;

THENCE North 69 degrees 41 minutes 12 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 133.10 feet to a point for corner;

THENCE North 76 degrees 32 minutes 35 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 55.05 feet to a point for corner;

THENCE North 17 degrees 48 minutes 47 seconds East, continuing along the north line of said Ordinance No. 79, a distance of 464.62 feet to a point for corner;

THENCE North 11 degrees 44 minutes 54 seconds East, a distance of 204.88 feet to a point for corner;

THENCE North 37 degrees 09 minutes 54 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 125.21 feet to a point for corner;

THENCE North 89 degrees 45 minutes 40 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 165.58 feet to a point for corner;

THENCE South 38 degrees 57 minutes 58 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 669.78 feet to a point for corner;

THENCE South 31 degrees 31 minutes 40 seconds West, continuing along the north line of said Ordinance No. 79, a distance of 152.90 feet to a point for corner;

THENCE South 00 degrees 37 minutes 03 seconds East, continuing along the north line of said Ordinance No. 79, a distance of 403.17 feet to a point for corner on the north line of the original limits of the Town of Annetta;

THENCE South 89 degrees 52 minutes 04 seconds West, along said north original line, a distance of 589.67 feet to a point for corner on said Town of Annetta Ordinance No. 79;

THENCE North 00 degrees 51 minutes 08 seconds East, along said Ordinance No. 79, a distance of 131.11 feet to a point for corner;

THENCE South 89 degrees 20 minutes 36 seconds East, continuing along said Ordinance No. 79, a distance of 25.00 feet to a point for corner;

THENCE North 00 degrees 51 minutes 08 seconds East, continuing along said Ordinance No. 79, a distance of 150.00 feet to a point for corner;

THENCE North 89 degrees 20 minutes 36 seconds West, continuing along said Ordinance No. 79, a distance of 150.00 feet to a point for corner;

THENCE South 00 degrees 51 minutes 08 seconds West, continuing along said Ordinance No. 79, a distance of 150.00 feet to a point for corner;

THENCE South 89 degrees 20 minutes 36 seconds East, continuing along said Ordinance No. 79, a distance of 25.00 feet to a point for corner;

THENCE South 00 degrees 51 minutes 08 seconds West, continuing along said Ordinance No. 79, a distance of 132.26 feet to a point for corner on the north line of the original limits of the Town of Annetta;

THENCE due West, along said north original line, a distance of 849.43 feet to a point for corner;

THENCE North 57 degrees 07 minutes 00 seconds West, continuing along said north original line, a distance of 1,382.00 feet to a point for corner;

THENCE due North, continuing along said north original line, a distance of 1,300.00 feet to a point for corner;

THENCE North 35 degrees 55 minutes 00 seconds West, continuing along said north original line, a distance of 1,926.27 feet to a point for corner;

THENCE North 74 degrees 11 minutes 00 seconds West, continuing along said north original line, a distance of 1,619.93 feet to a point for corner on the Town of Annetta Ordinance No. 104;

THENCE North 00 degrees 12 minutes 04 seconds East, along said Ordinance No. 104, a distance of 402.87 feet to a point for corner;

THENCE South 86 degrees 22 minutes 16 seconds East, continuing along said Ordinance No. 104, a distance of 279.70 feet to a point for corner;

THENCE North 00 degrees 11 minutes 03 seconds East, continuing along said Ordinance No. 104, a distance of 882.05 feet to a point for corner;

THENCE North 45 degrees 47 minutes 49 seconds West, continuing along said Ordinance No. 104, a distance of 1,515.15 feet to a point for corner;

THENCE South 64 degrees 15 minutes 56 seconds West, continuing along said Ordinance No. 104, a distance of 454.83 feet to a point for corner;

THENCE South 00 degrees 48 minutes 17 seconds East, continuing along said Ordinance No. 104, a distance of 867.97 feet to a point for corner on the north line of the original limits of the Town of Annetta;

THENCE due West, along the original limits of the Town of Annetta, a distance of 1,911.16 feet to a point for corner;

THENCE due North, continuing along the original limits of the Town of Annetta, a distance of 2,000.00 feet to a point for corner;

THENCE due West, continuing along the original limits of the Town of Annetta, a distance of 350.00 feet to a point for corner;

THENCE due North, continuing along the original limits of the Town of Annetta, a distance of 1,205.00 feet to the POINT OF BEGINNING AND CONTAINING 513.5 acres of land, more or less, and as depicted in blue on the attached Exhibit "A" is hereby annexed into the Town of Annetta, Texas, and the boundary limits of the Town are extended to include the Territory within the Town limits, and the owners and other persons within the Territory shall be entitled to all rights and privileges of other citizens of the Town and shall be bound by all the acts, ordinances, and regulations of the Town.

SECTION 2.

The Territory to be annexed shall not include any property described in the development agreements attached hereto and incorporated herein for all purposes.

SECTION 3.

The Service Plan for the Territory is approved and adopted by the Town Council, and is attached as Exhibit "B" which is incorporated in this ordinance for all purposes.

SECTION 4.

The official map and boundaries of the Town are amended to include the Territory as a part of the Town. The Mayor is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the Town to add the Territory annexed as required by law.

SECTION 5.

The Town Secretary is directed to file a certified copy of this ordinance in the office of the county clerk of Parker County, Texas, the Parker County Appraisal District, and with any other

government agency required by law.

SECTION 6.

This ordinance shall be cumulative of all provisions of ordinances of the Town of Annetta, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are repealed.

SECTION 7.

If any section, subsection, sentence, phrase or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the Town, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase, word, paragraph, or provision of any other ordinance of the Town.

SECTION 8.

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the Town of Annetta, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The Town Council hereby declares it to be its purpose to annex to the Town of Annetta every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the Town. Provided, further, that if there is included within the general description of Territory described in Section 1 of this ordinance to be hereby annexed to the Town of Annetta any lands or area which are presently part of and included within the limits of any other city, town or village, for which permission is not granted for the Town of Annetta to annex the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

SECTION 9.

This ordinance shall take effect upon passage, and it is so ordained.

PASSED AND APPROVED ON THIS 31ST DAY OF JULY, 2014.

ATTEST:

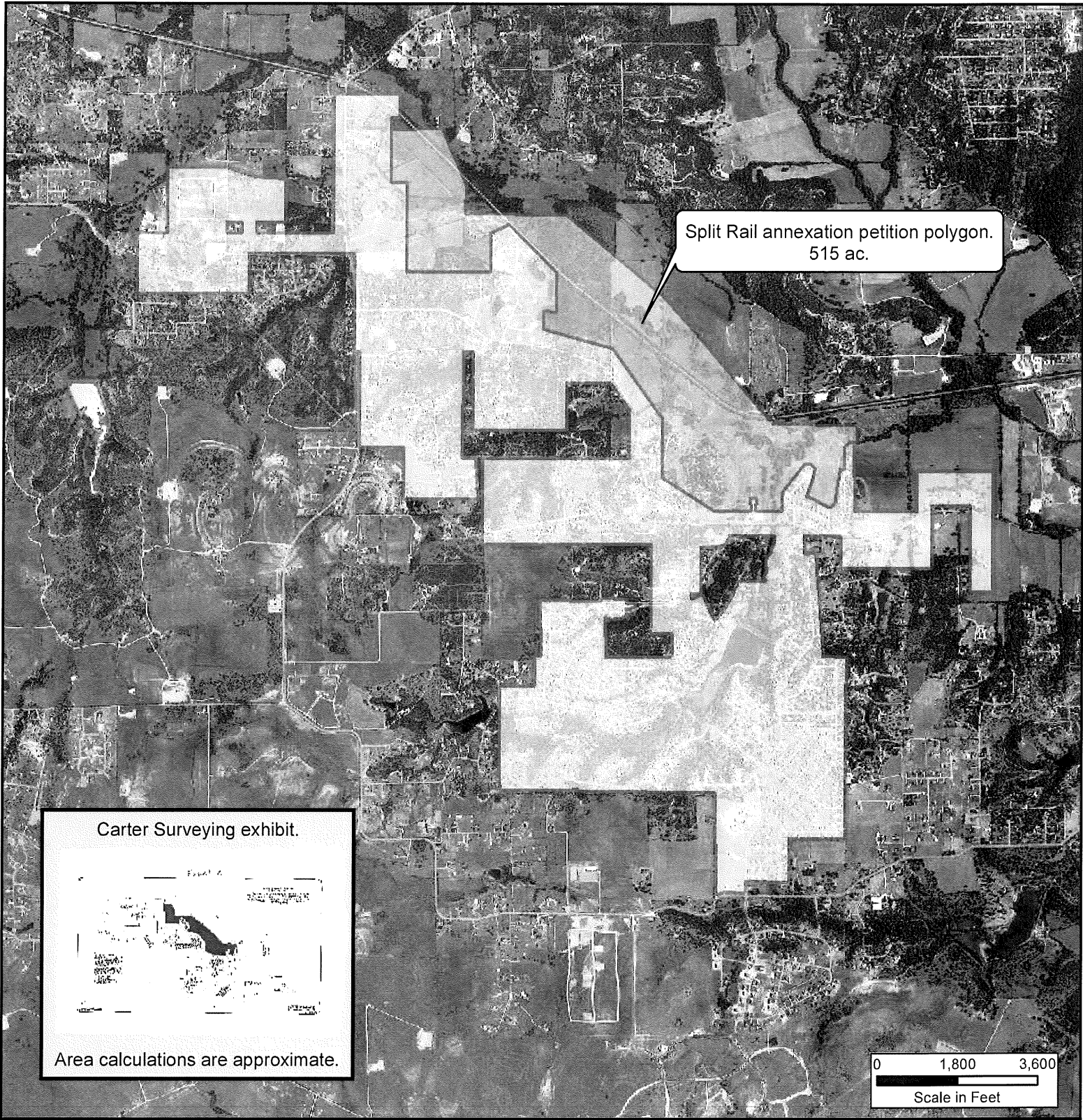


Chad Roberts, Town Secretary



Bruce Pinckard, Mayor

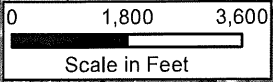




Split Rail annexation petition polygon.
515 ac.

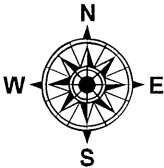
Carter Surveying exhibit.

Area calculations are approximate.

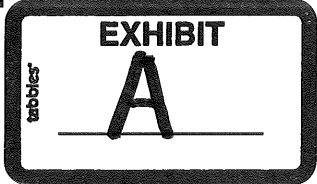


Split Rail Annexation Petition

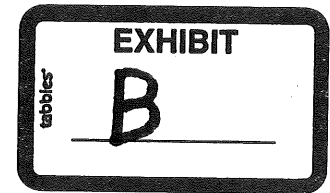
Annetta, Tx



All area calculations are approximate
and are for visualization purposes only.



**TOWN OF ANNETTA
ANNEXATION SERVICE PLAN**



For properties described on Exhibit "A" attached hereto:

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION:

a. POLICE PROTECTION

The Town of Annetta, Texas will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the Town of Annetta, Texas, with similar topography, land use and population within the corporate limits. Services will be provided by the Parker County Sheriff's Office.

b. FIRE PROTECTION AND AMBULANCE SERVICE

Fire and ambulance service will be provided by the Parker County Emergency Services Districts No. 1 and No. 3 as determined by their respective service areas at the same or similar level of service now being provided to other areas of the Town of Annetta, Texas, with similar topography, land use and population with the Town.

c. SOLID WASTE COLLECTION

At the present time the Town of Annetta, Texas, is using a designated, specified contractor for collection of solid waste and refuse within the city limits of the Town of Annetta, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed area to the extent that the Town's contractor has access to the area to be serviced.

d. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water or waste water facilities owned or maintained by the Town of Annetta, Texas, at the time of the proposed annexation shall continue to be owned or maintained by the Town of Annetta, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be owned or maintained by the Town of Annetta, Texas, to the extent of its ownership.

e. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been lawfully dedicated to the Town of Annetta, Texas, or which are owned by the Town of Annetta, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of public roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the Town of Annetta, Texas, pursuant to the rules, regulations and fees of such utility.

f. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the Town of Annetta, Texas, is not aware of the existence of any public parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such public parks, playgrounds or swimming pools do exist and are public facilities, the Town of Annetta, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the Town now incorporated in the Town of Annetta, Texas.

g. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the Town of Annetta, Texas, is not aware of the existence of any municipally owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the Town of Annetta, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the Town now incorporated in the Town of Annetta, Texas.

CAPITAL IMPROVEMENTS

1. GENERAL

a. The Town policy for extending water and wastewater service is to extend service on an “as required” basis when development applications or subdivision plats are submitted to the Town in accordance with the Town’s subdivision and development ordinances.

b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Texas Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The Town Council of the Town of Annetta, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical services. The Town Council finds and determines that at the present time adequate facilities exist to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the Town of Annetta, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of fire, police and emergency services provided within the corporate limits of the Town.

3. WATER AND WASTEWATER FACILITIES

The area to be annexed is currently being served with water and wastewater services, and no capital expenditures are necessary at this time.

SPECIFIC FINDINGS

The Town Council of the Town of Annetta, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided other areas of the Town of Annetta, Texas. These differences are specifically dictated because of differing characteristics of the property and the Town of Annetta, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the Town of Annetta, Texas who reside in areas of similar topography, land utilization and population.

APPROVED ON THIS 31ST DAY OF JULY, 2014.



TOWN OF ANNETTA, TEXAS



Bruce Pinckard, Mayor

ATTEST:



Chad Roberts, Town Secretary

SERVICE PLAN EXHIBIT "A"

All that land lying generally north of the Town of Annetta city limits extending no more than ½ mile and reaching the extraterritorial jurisdiction limit line established by a joint agreement with the Town of Annetta North and the Town of Annetta dated April 12, 2002. The area proposed for annexation begins at a point generally south and east of the intersection of FM-5 and the Union Pacific Rail Road tracks and ends at the intersection of the aforementioned extraterritorial jurisdiction line and a line extending due north from the eastern boundary line of Split Rail Estates, Sector 2 as recorded in Parker County Public Records, Plat Cabinet B-670. The area contains vacant land, the Split Rail Golf Course and Split Rail Estates West, and comprises 515 acres, more or less.

RETURN TO:
TOWN OF ANNETTA
PO BOX 1150
ANNETTA, TX 76008

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



201415703
08/08/2014 10:35 AM
Fee: 138.00
Jeane Brunson, County Clerk
Parker County, Texas
ORDINANCE

STATE OF TEXAS §
 §
COUNTY OF PARKER §

TOWN OF ANNETTA

JUL 31 2014

DEVELOPMENT AGREEMENT

RECEIVED

This development agreement (“Agreement”) is entered into pursuant to Section 43.035 of the Texas Local Government Code (the “Code”) between the Town of Annetta, Texas (the “Town”) and Barbara Moore, Pres. (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Parker County, Texas, more particularly and separately described in the attached Exhibit “A”, which is located in the extraterritorial jurisdiction of the Town; and

WHEREAS, the Town has received a petition to voluntarily annex land encompassing the Property in accordance with Chapter 43 of the Code; and

WHEREAS, pursuant to Section 43.052(h)(1) of the Code, the proposed annexation is exempt from the requirements of an annexation plan; and

WHEREAS, the Town has begun the process to institute annexation proceedings on the Owner’s Property; and

WHEREAS, the Owner desires to have the Property remain in the Town’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, the Owner has represented to the Town that the entirety of the Property currently qualifies for and is being used for agricultural use under subchapter C of Chapter 23 of the Texas Tax Code; and

WHEREAS, the Owner has further represented to the Town the Owner’s desire to maintain the agricultural use of the Property during the term of this Agreement; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Subchapter G of Chapter 212 of Code; and

WHEREAS, the Town desires to provide for the orderly, safe and healthful development of land within the Town’s extraterritorial jurisdiction as provided in Chapters 42 and 212 of the Code; and

WHEREAS, this Agreement is entered into in compliance with Section 43.035 of the Code, in order to address the desires of the Owner and the procedures of the Town; and

WHEREAS, the Owner and the Town acknowledge that this Agreement is binding upon the Town and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Parker County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**I.
CONDITIONAL IMMUNITY FROM ANNEXATION**

A. The Town guarantees the continuation of the extraterritorial status of the Property, its immunity from involuntary annexation by the Town, and its immunity from Town property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the Town agrees not to annex the Property, and agrees not to involuntarily institute proceedings to annex the Property. However, if the Property is annexed pursuant to the terms of this Agreement, then the Town will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Code.

B. The guarantee not to annex the Property will end upon the occurrence of any of the events listed in Article III, or if any of the Owners submit a petition requesting annexation.

**II.
REGULATION OF PROPERTY**

A. Prior to annexation, pursuant to Sections 43.035(b)(1)(B) of the Code, the Town shall enforce all of the Town's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, in the same manner the regulations are enforced within the Town's boundaries.

B. Prior to annexation, the Property shall be used for agricultural purposes only. The Owner also covenants and agrees that the Town's Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for Agricultural District zoning uses, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable Town ordinances and codes. No other use shall be permitted during the term of this Agreement without the prior written consent from the Town.

C. Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit pursuant to ordinances of the Town, until the Property has been annexed into the Town, without the written consent of the Town. However, the Owner may construct buildings related to the current agricultural use on the Property in compliance with all applicable Town ordinances and codes.

D. In connection with any annexation of the Property, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the Town.

**III.
EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION**

The occurrence of any of the following events during the term of this Agreement shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation contained in this Agreement:

- (1) If the Owner files (with the Town or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property;
- (2) If the Owner commences development of the Property in violation of this Agreement; or
- (3) If the Property fails to qualify as land used for agriculture under Subchapter C, Chapter 23 of the Texas Tax Code for ad valorem tax purposes.

**IV.
TERM**

Subject to Article III of this Agreement, the term of this Agreement (the "Term") is five (5) years from the date that the Town Mayor's signature to this Agreement is acknowledged by a public notary. Unless the Property is annexed pursuant to Article III, the Owner and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. The annexation of the Property after the end of the Term shall be deemed a voluntary annexation under any applicable law now or then-existing. Prior to the end of the Term, the Town may commence procedures to annex the Property provided that the annexation shall not be finalized before the end of the Term. At the end of the Term, the Town, at its option, may annex the Property or may extend the Term upon mutual agreement of the parties for an additional period or periods of time as authorized by law. The Owner at any time may petition the Town to voluntarily annex a portion of the Property.

**V.
GENERAL PROVISIONS**

A. **Notice.** Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the Town. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the Town written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the Town at the following address:

Town of Annetta, Texas
Attn: Mayor
Annetta Town Hall
P.O. Box 1150
Aledo, Texas 76008

B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Parker County, Texas, and shall be binding on the Owner and the Owner's successors in title.

C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the Town 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.

E. **Applicable Law.** This Agreement shall be governed by the law of the State of Texas. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

F. **Venue.** Venue for this Agreement shall lie in Parker County, Texas.

G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code.

H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Articles II and III herein.

Entered into this 31st day of July, 2014.

PROPERTY OWNER:

Barbara Moore, Pres.

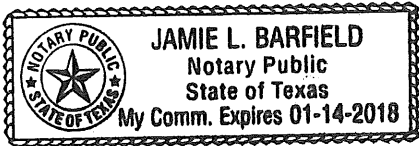
Print Name: Barbara Moore

STATE OF TEXAS §

§

COUNTY OF PARKER §

This instrument was acknowledged before me on the 31 day of July, 2014, by Barbara Moore for the purposes therein stated.



Jamie L. Barfield
Notary Public, State of Texas

TOWN OF ANNETTA

By: [Signature]
Bruce Pinckard, Mayor

STATE OF TEXAS §

§

COUNTY OF PARKER §

This instrument was acknowledged before me on the 31 day of JULY, 2014, by Bruce Pinckard, as the Mayor of the Town of Annetta, for the purposes therein stated.



[Signature]
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION PARKER COUNTY TEXAS

Acres: 20.150, Abst: 298, Survey: CRESWELL L B, TR:, BLK:, SURV: L B CRESWEL

Acres: 46.840, Abst: 1219, Survey: STEPHENSON BENJAMIN, TR:, BLK:, SURV: BENJAMIN
STEPHENSON

Acres: 45.503, Abst: 1219, Survey: STEPHENSON BENJAMIN, TR:, BLK:, SURV: BENJAMIN
STEPHENSON

Acres: 1.400, Abst: 1302, SURV: THOMAS TRUE

RETURN TO:
TOWN OF ANNETTA
PO BOX 1150
ANNETTA, TX 76008

WHEREAS, this Agreement is to be recorded in the Real Property Records of Parker County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**I.
CONDITIONAL IMMUNITY FROM ANNEXATION**

A. The Town guarantees the continuation of the extraterritorial status of the Property, its immunity from involuntary annexation by the Town, and its immunity from Town property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the Town agrees not to annex the Property, and agrees not to involuntarily institute proceedings to annex the Property. However, if the Property is annexed pursuant to the terms of this Agreement, then the Town will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Code.

B. The guarantee not to annex the Property will end upon the occurrence of any of the events listed in Article III, or if any of the Owners submit a petition requesting annexation.

**II.
REGULATION OF PROPERTY**

A. Prior to annexation, pursuant to Sections 43.035(b)(1)(B) of the Code, the Town shall enforce all of the Town's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, in the same manner the regulations are enforced within the Town's boundaries.

B. Prior to annexation, the Property shall be used for agricultural purposes only. The Owner also covenants and agrees that the Town's Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for Agricultural District zoning uses, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable Town ordinances and codes. No other use shall be permitted during the term of this Agreement without the prior written consent from the Town.

C. Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit pursuant to ordinances of the Town, until the Property has been annexed into the Town, without the written consent of the Town. However, the Owner may construct buildings related to the current agricultural use on the Property in compliance with all applicable Town ordinances and codes.

D. In connection with any annexation of the Property, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the Town.

**III.
EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION**

The occurrence of any of the following events during the term of this Agreement shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation contained in this Agreement:

(1) If the Owner files (with the Town or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property;

(2) If the Owner commences development of the Property in violation of this Agreement; or

(3) If the Property fails to qualify as land used for agriculture under Subchapter C, Chapter 23 of the Texas Tax Code for ad valorem tax purposes.

**IV.
TERM**

Subject to Article III of this Agreement, the term of this Agreement (the "Term") is five (5) years from the date that the Town Mayor's signature to this Agreement is acknowledged by a public notary. Unless the Property is annexed pursuant to Article III, the Owner and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. The annexation of the Property after the end of the Term shall be deemed a voluntary annexation under any applicable law now or then-existing. Prior to the end of the Term, the Town may commence procedures to annex the Property provided that the annexation shall not be finalized before the end of the Term. At the end of the Term, the Town, at its option, may annex the Property or may extend the Term upon mutual agreement of the parties for an additional period or periods of time as authorized by law. The Owner at any time may petition the Town to voluntarily annex a portion of the Property.

**V.
GENERAL PROVISIONS**

A. **Notice.** Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the Town. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the Town written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the Town at the following address:

Town of Annetta, Texas
Attn: Mayor
Annetta Town Hall
P.O. Box 1150
Aledo, Texas 76008

B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Parker County, Texas, and shall be binding on the Owner and the Owner's successors in title.

C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the Town 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.

E. **Applicable Law.** This Agreement shall be governed by the law of the State of Texas. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

F. **Venue.** Venue for this Agreement shall lie in Parker County, Texas.

G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code.

H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Articles II and III herein.

Entered into this 31st day of July, 2014.

PROPERTY OWNER:

Arion Fields / Lana Fields

Print Name: ARION FIELDS / Lana Fields

STATE OF TEXAS §

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COUNTY OF PARKER §

This instrument was acknowledged before me on the 31 day of JULY, 2014, by TX DRIVER'S LICENSE for the purposes therein stated.



Steven Chad Roberts
Notary Public, State of Texas

TOWN OF ANNETTA

By: Bruce Pinckard
Bruce Pinckard, Mayor

STATE OF TEXAS §

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COUNTY OF PARKER §

This instrument was acknowledged before me on the 31 day of JULY, 2014, by Bruce Pinckard, as the Mayor of the Town of Annetta, for the purposes therein stated.



Steven Chad Roberts
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION PARKER COUNTY TEXAS

Acres: 10.000, Abst: 1002, Survey: NATIONS WM, TR: BLK:, SURV: WM. NATIONS

RETURN TO:
TOWN OF ANNETTA
PO BOX 1150
ANNETTA, TX 76008

WHEREAS, this Agreement is to be recorded in the Real Property Records of Parker County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**I.
CONDITIONAL IMMUNITY FROM ANNEXATION**

A. The Town guarantees the continuation of the extraterritorial status of the Property, its immunity from involuntary annexation by the Town, and its immunity from Town property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the Town agrees not to annex the Property, and agrees not to involuntarily institute proceedings to annex the Property. However, if the Property is annexed pursuant to the terms of this Agreement, then the Town will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Code.

B. The guarantee not to annex the Property will end upon the occurrence of any of the events listed in Article III, or if any of the Owners submit a petition requesting annexation.

**II.
REGULATION OF PROPERTY**

A. Prior to annexation, pursuant to Sections 43.035(b)(1)(B) of the Code, the Town shall enforce all of the Town's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, in the same manner the regulations are enforced within the Town's boundaries.

B. Prior to annexation, the Property shall be used for agricultural purposes only. The Owner also covenants and agrees that the Town's Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for Agricultural District zoning uses, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable Town ordinances and codes. No other use shall be permitted during the term of this Agreement without the prior written consent from the Town.

C. Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit pursuant to ordinances of the Town, until the Property has been annexed into the Town, without the written consent of the Town. However, the Owner may construct buildings related to the current agricultural use on the Property in compliance with all applicable Town ordinances and codes.

D. In connection with any annexation of the Property, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the Town.

**III.
EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION**

The occurrence of any of the following events during the term of this Agreement shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation contained in this Agreement:

(1) If the Owner files (with the Town or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property;

(2) If the Owner commences development of the Property in violation of this Agreement; or

(3) If the Property fails to qualify as land used for agriculture under Subchapter C, Chapter 23 of the Texas Tax Code for ad valorem tax purposes.

**IV.
TERM**

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**V.
GENERAL PROVISIONS**

A. **Notice.** Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the Town. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the Town written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the Town at the following address:

Town of Annetta, Texas
Attn: Mayor
Annetta Town Hall
P.O. Box 1150
Aledo, Texas 76008

B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Parker County, Texas, and shall be binding on the Owner and the Owner's successors in title.

C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the Town 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.

E. **Applicable Law.** This Agreement shall be governed by the law of the State of Texas. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

F. **Venue.** Venue for this Agreement shall lie in Parker County, Texas.

G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code.

H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Articles II and III herein.

Entered into this 31st day of July, 2014.

PROPERTY OWNER:

Barbara Lynne Carpenter

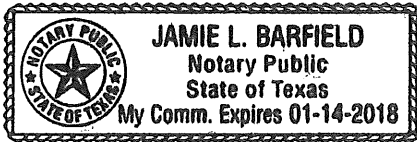
Print Name: Barbara Lynne Carpenter

STATE OF TEXAS §

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COUNTY OF PARKER §

This instrument was acknowledged before me on the 31 day of July, 2014, by Barbara Carpenter for the purposes therein stated.



Jamie L Barfield
Notary Public, State of Texas

TOWN OF ANNETTA

By: Bruce Pinckard
Bruce Pinckard, Mayor

STATE OF TEXAS §

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COUNTY OF PARKER §

This instrument was acknowledged before me on the 31 day of JULY, 2014, by Bruce Pinckard, as the Mayor of the Town of Annetta, for the purposes therein stated.



Steven Chad Roberts
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION PARKER COUNTY TEXAS

Acres: 5.208, Abst: 1219, Survey: STEPHENSON BENJAMIN, TR:, BLK:, SURV: BENJAMIN
STEPHENSON

Acres: 24.000, Abst: 1219, Survey: STEPHENSON BENJAMIN, TR:, BLK:, SURV: BENJAMIN
STEPHENSON

RETURN TO:
TOWN OF ANNETTA
PO BOX 1150
ANNETTA, TX 76008