

INTERLOCAL BOUNDARY AND ETJ AGREEMENT

This Interlocal Boundary and ETJ Agreement (hereinafter "Boundary Agreement") is entered into by and between the City of Van Alstyne, a general law municipality located in Grayson County and Collin County, Texas ("Van Alstyne"), and the City of Weston, Texas ("Weston"), a general law municipality, located in Collin, County, Texas (each individually referred to as a "City" and collectively referred to as the "Cities").

WHEREAS, Van Alstyne and Weston are neighboring municipalities that currently or will in the future share common boundaries; and

WHEREAS, the Cities are empowered by state law and the Constitution to establish their respective corporate boundaries; and

WHEREAS, the Cities seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and extraterritorial jurisdiction ("ETJ"), and the potential for litigation involving the same; and

WHEREAS, each of the Cities has reviewed their respective corporate boundaries and ETJ based upon their respective populations and Chapter 42 of the Texas Local Government Code, and collectively acknowledge and agree that such area would be best served by the municipal services of the Cities as reflected in the map attached hereto and incorporated herein for all purposes ("Exhibit A"); and

WHEREAS, the Cities have investigated and determined that it is necessary and in the best interest of the public health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective current and future corporate boundaries and ETJ and the provision of services; and

WHEREAS, this Boundary Agreement is made under the authority granted by and pursuant to Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, providing for the cooperation between local governmental bodies, for beneficial governmental purposes; and

WHEREAS, the Cities have each submitted to their respective governing bodies an ordinance approving this Boundary Agreement which confirms and adjusts their respective current and ultimate corporate boundaries and ETJ, as set forth herein in **Exhibit A**.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements contained herein, the Cities agree as follows:

SECTION 1 INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 OBLIGATIONS AND AGREEMENTS OF THE CITIES

2.01 Boundaries. The Cities covenant and agree that from and after the approval and execution of this Boundary Agreement by each of the respective Cities, the boundaries in the depicted area of the respective corporate limits and ETJ of Van Alstyne and Weston, and future expansion of said boundaries, shall be as shown on the attached **Exhibit A**. The Cities covenant and agree that no City shall assert any police powers or other governmental powers, nor annex property or expand ETJ, into any area depicted on **Exhibit A** as being within the other City's corporate

limits, boundaries or ETJ without such City's written consent. A City may otherwise expand its ETJ in accordance with state law; however, in no event may a City's ETJ include an area shown on the **Exhibit A** to be within the corporate boundaries or ETJ of any other City, without such City's written consent.

- 2.02 Adoption of Official Map. The respective governing bodies of the Cities shall take appropriate action to effectuate the terms of this Boundary Agreement approved hereby through the adoption of an official map ("Official Map") showing their respective boundaries and ETJ, and future maximum boundaries and ETJ, as required by Section 41.001 of the Texas Local Government Code. The Official Map of each City shall be filed by each respective City with the appropriate county clerk(s) within thirty (30) days of adoption of the City's Official Map, and a copy of each City's ordinance adopting, and authorizing the execution of this Boundary Agreement, after the effective date, shall be filed in the deed records of the appropriate counties where the Cities are situated.
- 2.03 Prior Actions. Each City fully waives and releases, to date, any and all claims of every conceivable nature against each other City and their respective City Council members, officers, employees and representatives regarding this Boundary Agreement, the ordinance adopting and authorizing this Boundary Agreement, and any and all boundary, ETJ, and annexation issues or claims, demands, controversies or causes of action, including under the Declaratory Judgment Act.
- 2.04 Resolution of Boundary and ETJ Disputes. The Cities acknowledge that the boundaries and ETJ depicted on **Exhibit A** are not described by metes and bounds and are approximates. The Cities agree to determine and establish such boundaries depicted on **Exhibit A** along property lines where possible and to use their best efforts to resolve issues relating to the fixing or setting of the exact location of the boundaries and ETJ consistent with **Exhibit A**.

SECTION 3 TERM / CONSIDERATION

- 3.01 The Cities agree and stipulate that the mutual covenants and agreements contained herein, and the actions taken by each of the Cities in fulfilling its agreements hereunder are good and valuable consideration for this Boundary Agreement. The Cities further agree that the boundary and ETJ adjustments made hereunder constitute additional good and valid consideration and serve the valid government purpose of establishing and confirming current and ultimate corporate boundaries and ETJ.
- 3.02 By entering into this Boundary Agreement, the Cities agree to not, by legal proceedings or other legal process, either directly or by supporting a third party: (1) challenge or contest this Boundary Agreement or any of its provisions or attempt in any manner to oppose or set aside the provisions hereof or impair or invalidate any of its provisions; or (2) attempt to annex or assert any form of extraterritorial control over the other City's future or ultimate corporate limits, boundaries or ETJ as identified on **Exhibit A**.

SECTION 4 GENERAL PROVISIONS

- 4.01 Default. In the event of a breach of this Boundary Agreement by any party hereto, the Cities agree that they may pursue any legal remedy available at law or in equity.
- 4.02 Additional Documents. The Cities agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this Boundary Agreement within thirty (30) days of execution of this Boundary Agreement by both parties.
- 4.03 Relationship of Parties. The parties understand and agree that each of the Cities performing obligations required by this Boundary Agreement is acting as an independent entity and that the

execution of this Boundary Agreement shall not be construed as creating a joint venture or agency relationship by or among any one or more of the Cities. Each party hereto is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and by execution of this Boundary Agreement, the parties make no representations regarding the validity of the actions taken by any of the other parties hereto.

- 4.04 Third Party Beneficiaries. Nothing in this Boundary Agreement shall be construed to create any right in any third party not a signatory to this Boundary Agreement and the parties do not intend to create any third party beneficiaries by entering into this Boundary Agreement.
- 4.05 Immunity. Nothing in this Boundary Agreement shall be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Cities, either individually or collectively. The parties stipulate that this Boundary Agreement is not subject to the terms of Local Government Code Ch. 271, Subchapter I.
- 4.06 Notices. All written notices required under this Boundary Agreement must be hand delivered or sent by certified mail return receipt requested addressed to the proper party at the following addresses:

City of Van Alstyne:

Attention: City Manager
Address: PO Box 247, Van Alstyne, TX 75495
Phone Number: 903-482-5426

City of Weston:

Attention: Mayor
Address: PO Box 248, Weston, TX 75097
Phone Number: 972-382-1001


Each party may change the address to which notices are sent by giving the other parties written notice, within ten (10) days, of the new address in the manner provided by this paragraph.

- 4.07 Capacity. Each of the signatories below hereby represents that this Boundary Agreement has been approved by his or her City Council and that he/she has full capacity and authority to sign and assume all obligations granted and assumed under this Boundary Agreement.
- 4.08 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Boundary Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Boundary Agreement.
- 4.09 Applicable Law/Venue/Mediation. This Boundary Agreement shall be construed under, and in accordance with the laws of the State of Texas, and exclusive venue shall lie in Grayson County, Texas. If one or more disputes arise with regard to the interpretation, performance and/or breach of this Boundary Agreement or any of its provisions, the Cities agree to attempt in good faith to resolve same by scheduling and attending one (1) day of mediation. The mediation shall be conducted within thirty (30) days of the dispute with a mediator agreed to by the Cities, and the cost of the mediation shall be shared equally by the Cities. If a City refuses to mediate, that City shall not recover or seek to recover attorney's fees or costs in any lawsuit brought to construe or enforce this Boundary Agreement.
- 4.10 Legal Construction/Severability. In case any section, article, paragraph, provision, sentence, clause, phrase or word provisions contained in this Boundary Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Boundary Agreement, and this Boundary Agreement shall be construed as if the invalid, illegal, or

unenforceable provision had not been included in this Boundary Agreement. Such holding shall not affect the validity of the remaining portions of this Boundary Agreement, and the respective governing body of each of the Cities hereby declares it would have passed and approved such remaining portions of this Boundary Agreement despite such invalidity, which remaining portions shall remain in full force and effect. The parties expressly agree that if, as of the effective date of this Boundary Agreement, any portion of the corporate limits or ETJ of any City shown on the Boundary Map is within the corporate limits or ETJ of any other city that is not a party to this Boundary Agreement, the remainder of the Boundary Agreement shall remain in full force and effect as if such property had not been included.

- 4.11 Entire Agreement. This Boundary Agreement constitutes the sole and entire agreement of the Cities and supersedes any prior understandings or written or oral agreements between the Cities relating to the subject matter of this Boundary Agreement.
- 4.12 Construction. This Boundary Agreement has been negotiated by the parties and shall be deemed drafted equally by all parties hereto. The language of all parts of this Boundary Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 4.13 Amendment. No amendment, modification, or alteration of the terms of this Boundary Agreement shall be binding unless it is in writing, dated subsequent to the date of this Boundary Agreement, and duly approved and executed by the authorized representative of each of the Cities to this Boundary Agreement; however, Cities may adjust mutual boundaries with other cities without the written consent of any of the other parties to this Boundary Agreement.
- 4.14 Counterparts. This Boundary Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Larry Cooper, Mayor
City of Van Alstyne, Texas



Patti Harrington, Mayor
City of Van Alstyne, Texas

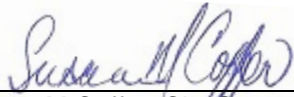
EFFECTIVE DATE: _____

EFFECTIVE DATE: December 12, 2016

ATTEST:

ATTEST:

Jennifer Gould, City Clerk
City of Van Alstyne, Texas



Susan M Coffey, City Secretary
City of Weston, Texas

APPROVED AS TO FORM:

Julie Fort, City Attorney
City of Van Alstyne

Exhibit A Boundary Map

