



BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into on this the 28 day of July, 2009, by and between the City of Weston, Texas (hereinafter "Weston"), a political subdivision of the State of Texas, and the City of Melissa, Texas (hereinafter "Melissa"), a political subdivision of the State of Texas.

RECITALS

WHEREAS, Weston and Melissa (collectively, the "Parties") desire to enter into a boundary agreement to establish a boundary between them that is clearly determinable and that would also serve as a boundary delineating the areas to which the Parties may provide water and sewer service (hereinafter referred to as "Water Service Area", "Sewer Service Area" or "Water and Sewer Service Area"); and

WHEREAS, the Parties desire to define their mutual boundary so as to allow more efficient development and delivery of municipal services to the area; and

WHEREAS, the purpose of this Agreement is to establish an ultimate boundary line to which the Parties may expand their corporate limits and extraterritorial jurisdiction ("ETJ") and this Agreement in no way changes the current corporate limits of either City or intends to circumvent the procedures prescribed by the Texas Local Government Code for annexing land and/or expanding either Parties' ETJ; and

WHEREAS, the Parties desire to avoid contested case litigation over their respective CCN boundaries and to resolve any future disputes relating to the location of the ultimate corporate limits and ETJ boundaries (collectively "Boundary") by executing this Agreement; and

WHEREAS, representatives of Weston and Melissa have met and agreed on a Boundary which is in the best interest of the citizens of each community.

NOW, THEREFORE, it is the intent of Weston and Melissa to set the Boundary through execution of this Agreement. This Agreement is executed solely to buy peace between the Parties. By signature below, Weston and Melissa agree as follows:

STATEMENT OF INTENT

It is the intent of Weston and Melissa to establish their respective Boundary in the manner shown on the map attached hereto as Exhibit "A" and incorporated herein for all purposes.

TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, the Parties agree to file this Agreement in the Land Records of Collin County and further agree upon the following terms:

- (1) Weston and Melissa agree upon an ultimate common boundary in Collin County, Texas whereby Weston's eastern Boundary with Melissa shall not extend east of the current school district boundary between McKinney Independent School District and the Melissa Independent School District (hereinafter "Boundary

Line”), as shown on *Exhibit “A”*. Likewise, Melissa’s western Boundary with Weston shall not extend west of the current school district boundary between McKinney Independent School District and the Melissa Independent School District, as shown on *Exhibit “A”*. A copy of the map that delineates the Boundary Line between the Parties is attached hereto as *Exhibit “A”*. In the event of conflict between the attached map and any other document, the attached map shall control. Notwithstanding anything to the contrary herein, the Parties agree that this Agreement is limited to the current common school district boundary line between the McKinney Independent School District and the Melissa Independent School District, as shown on *Exhibit “A”*.

- (2) Weston agrees to relinquish its ETJ, if any, to the east of the Boundary Line at the point, and to the extent that Melissa would otherwise be permitted to claim the property being released by Weston as part of their own ETJ under Texas Local Government Code Section 42.022. It is expressly agreed and understood that Weston shall retain their ETJ until this condition is met and that this relinquishment shall operate only in favor of Melissa, and shall not constitute a relinquishment of any right, including ETJ rights, which Weston may be able to assert against any other municipality or Collin County.
- (3) Melissa agrees to relinquish its ETJ, if any, to the west of the Boundary Line at the point, and to the extent that Weston is otherwise permitted to claim the property being released by Melissa as part of their own ETJ under Texas Local Government Code Section 42.022. It is expressly agreed and understood that Melissa shall retain its ETJ until this condition is met and that this relinquishment shall operate only in favor of Weston, and shall not constitute a relinquishment of any right, including ETJ rights, which Melissa may be able to assert against any other municipality or Collin County.
- (4) The Parties agree that the Boundary Line set forth in Paragraph (1) above shall serve as the boundary line delineating the areas to which, among other things, the Parties may provide water and sewer service. Weston may not provide retail water or sewer service east of the Boundary Line and Melissa may not provide retail water or sewer service west of the Boundary Line.
- (5) The Parties agree not to oppose any future sewer or water CCN or CCN amendment requested by either Party to the TCEQ, or its successor agencies, which seek to certificate any area that does not infringe upon the other Party’s Boundary Line, as set forth in this Agreement.

MISCELLANEOUS

- (6) This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (7) The obligations and undertakings of each of the Parties to this Agreement shall be performed in Collin County, Texas. The Parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Collin County, Texas.

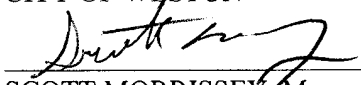
- (8) This Agreement contains the entire agreement of Weston and Melissa with respect to the subject matter of the agreement. No agreement, statement or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties.
- (9) This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, representatives and assigns.
- (10) Weston and Melissa agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.
- (11) This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parties of this 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 either Party shall not apply.
- (12) Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (13) The respective signatories to this Agreement represented that they are authorized to sign this Agreement on behalf of their respective Party.
- (14) Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- (15) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes

ATTEST:



 City Secretary

CITY OF WESTON



 SCOTT MORRISSEY, Mayor

Date: 7-14-2009

CITY OF MELISSA

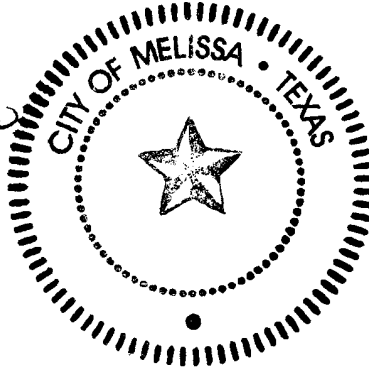


 REED GREER, Mayor

Date: 7/29/09

ATTEST:

Luella Bonmeter
City Secretary



UNOFFICIAL

Exhibit A

UNOFFICIAL

Exhibit A Melissa-Weston Boundary Line Agreement

H.T. CHENOWETH SUR.
A-158

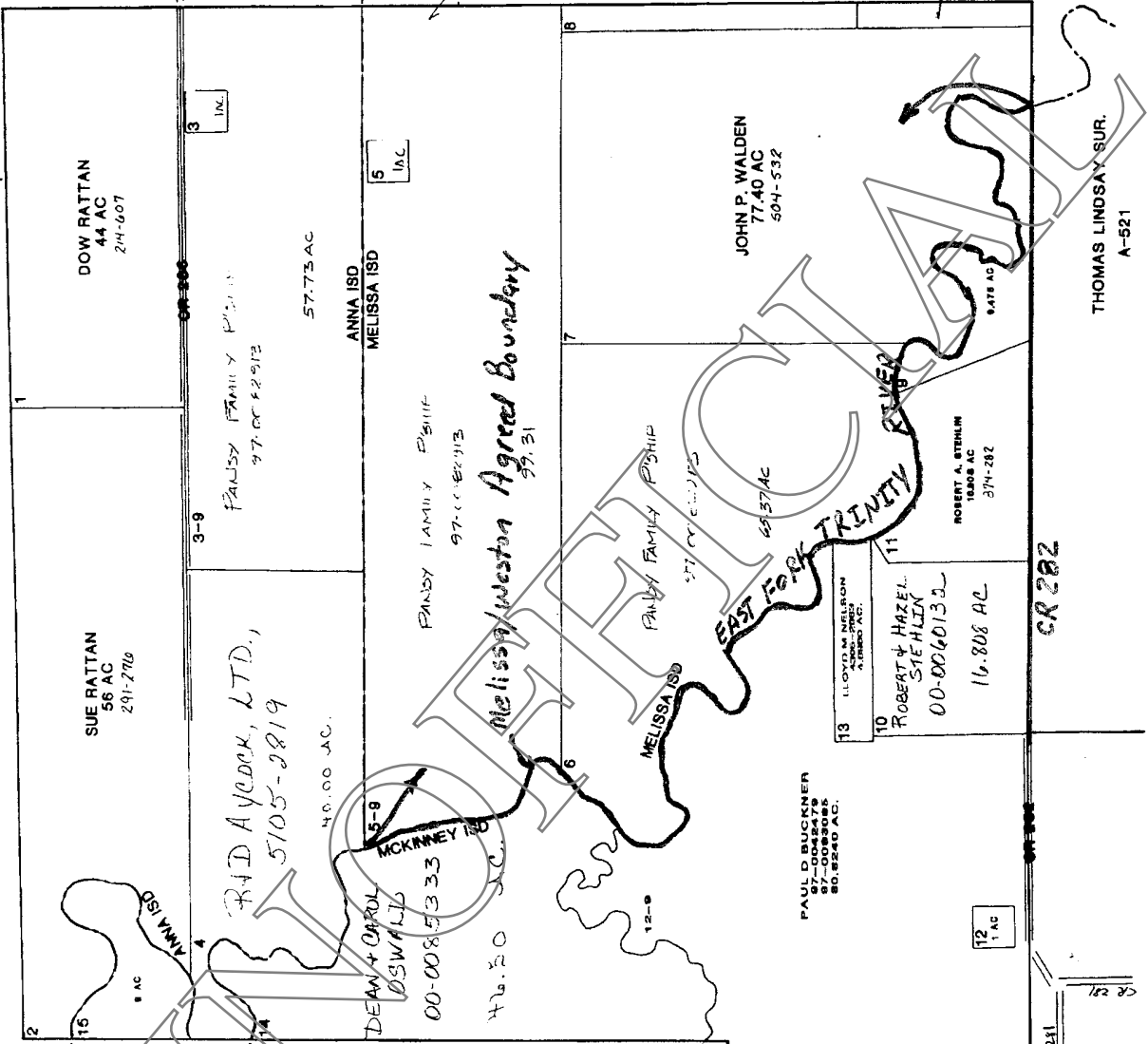
JNO. ELLETT SUR.
A-295

W.E. THROCKMORTON SUR.
A-888

S. JOHN P. WALDEN 8 AC 505-400
S. JOHN P. WALDEN 557-366

18. MARSHALL N. THROCKMORTON, A-0013309,
51.00 AC.

ANNA ISD
MCKINNEY ISD
MELISSA ISD
ABSTRACT 877



DISCLAIMER STATEMENT

This information has been compiled by the Central Appraisal District of Collin County, Texas, for the purpose of providing a public record of the information. It is not intended to be used for any other purpose and is provided as a service by the CADCT and the CADCT makes no representation or warranty as to the accuracy or reliability of the information. The Central Appraisal District of Collin County, Texas, is not responsible for any errors or omissions in this information.

CENTRAL APPRAISAL DISTRICT
COLLIN COUNTY

OLIVER BASTIAN SURVEY

CR 222

CR 281

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/30/2009 09:08:24 AM
\$40.00 TKING
20090730000956080



Stacey Kemp