

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WISE

§

CITY-COUNTY PLAT APPROVAL AGREEMENT

That this Agreement is entered into by and between the County of Wise, Texas ("County") and the City of New Fairview, Texas ("City"), in accordance with the provisions of House Bill 1445 ("H.B.1445"), enacted by the 77th Legislature of the State of Texas, and is to witness the following:

WHEREAS, County is a county operating under Sections 232.001-232.005 of the Local Government Code; and,

WHEREAS, County does not contain extraterritorial jurisdiction of a municipality with a population of 1.9 million or more, is not within fifty miles of an international border, and is not subject to Subchapter C, Chapter 232; and,

WHEREAS, City is a general law city of Wise County, Texas, and has extraterritorial jurisdiction ("ETJ") as a matter of law under the provisions of Chapter 42, Local Government Code, which ETJ has been expanded by petition of landowners; and,

WHEREAS, House Bill 1445, effective September 1, 2001, Chapter 242, Local Government Code, was amended to require City and County to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City;

NOW, THEREFORE, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. *City Granted Jurisdiction.* The parties agree that City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits except for septic permits in the ETJ of the City in accordance with the Local Government Code, its adopted subdivision regulations or other applicable rules and regulations.
2. *One Office for Plat Applications, Fee Payments and Responses.* Pursuant to this Agreement, the City Hall of the City is authorized to accept plat applications for tracts of land located in the ETJ of the City, to collect plat application fees established by law, and provide applicants one response indicating approval or denial of the plat application by the appropriate approving authority.
3. *Areas Outside ETJ.* In an unincorporated area outside the ETJ of the City, the City may not regulate subdivisions or approve the filing of plats, and the County retains jurisdiction to do so. Should the City expand or reduce its ETJ, City shall

promptly notify County of such expansion or reduction. City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ as expanded or reduced, and the County shall continue to have jurisdiction of areas outside the City's ETJ.

4. *Costs.* All costs involved with the approval of subdivision plats under this Agreement shall be borne by the City and payable out of current revenues available to it.
5. *Periodic Review.* This Agreement may be reviewed periodically and revised to address changed circumstances. This Agreement may only be modified or amended by a subsequent Agreement in writing between the same parties.

Miscellaneous Provisions.

6. This Agreement shall not constitute an Agreement for the provision of governmental functions or services by either party for the other, except for the specific subject matter hereof.
7. All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:

County of Wise
ATTN: County Judge
Wise County Courthouse

City of New Fairview
ATTN: Mayor
999 Illinois Lane
New Fairview, Texas 76078

8. In the event any section, subsection, paragraph, sentence, phrase or word of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.
9. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Wise County, Texas. This Agreement is performable in Wise County, Texas.
10. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

- 11. This Agreement embodies the complete agreement of the parties hereto, superceding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereof.
- 12. All Recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.
- 13. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.
- 14. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- 15. All rights, orders, approvals, permits, and legal or administrative proceedings, with regard to a subdivision plat of property in the ETJ of the City in existence at the effective date of this Agreement shall continue until consummation

This Agreement shall become effective on the 10th day of November 2010.

City of New Fairview, Texas

By: [Signature]

Mayor

Attest:

[Signature]
City Secretary

Date: November 13, 2010

County of Wise, Texas

By: [Signature]

County Judge

Attest:

[Signature]
~~Secretary~~ County Clerk, Wise County, Texas
[Signature] Chief Deputy

Date: November 10, 2010

