

Return to:  
City Secretary  
City of McKinney  
P O Box 517  
McKinney, TX 75070

## JOINT BOUNDARY ORDINANCE

CITY OF MCKINNEY  
ORDINANCE NO. 2008-03-022

CITY OF PRINCETON  
ORDINANCE NO. 2008-03-11-01

**A JOINT ORDINANCE OF THE CITY OF PRINCETON, TEXAS, AND THE CITY OF MCKINNEY, TEXAS CONFIRMING AND APPROVING A SETTLEMENT AGREEMENT SETTING FORTH THE CORPORATE BOUNDARIES AND THE CURRENT AND/OR FUTURE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PRINCETON AND THE CITY OF MCKINNEY; PROVIDING FOR CERTAIN AGREEMENTS AND ADJUSTMENTS TO THE BOUNDARIES AND EXTRATERRITORIAL JURISDICTION OF THOSE CITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Princeton is a general law municipality located in Collin County, Texas ("Princeton"), and the City of McKinney is a home rule municipality located in Collin County, Texas ("McKinney"; together referred to as the "Cities"), and each are municipalities that currently, or will in the future, share common boundaries, and that 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 current and/or future extraterritorial jurisdiction ("ETJ"), and the potential for litigation involving the same; and

**WHEREAS**, the Cities have entered into a settlement agreement in a lawsuit styled *City of McKinney v. City of Princeton*, Case No. 219-161-06, in the 219<sup>th</sup> District Court, Collin County, Texas (the "Settlement Agreement") agreeing to the boundary line identified on Exhibit "A" (Boundary Map) and Exhibits "B-1" (Metes and Bounds description of northern portion of boundary line) and "B-2" (Metes and Bounds description of southern portion of boundary line) attached hereto and incorporated herein and collectively Exhibits "B-1" and "B-2" describe the entire line depicted on Exhibit "A" (the "Boundary Line"), with the Settlement Agreement being attached hereto and incorporated herein as Exhibit "C"; and

**WHEREAS**, each of the Cities has reviewed their respective corporate boundaries and ETJ based upon their respective populations, the principles set forth in Chapter 42 of the Texas Local Government Code, and the location of the Boundary Line and have determined that such respective areas would be better served by the municipal services of the Cities as reflected in Exhibit A and Exhibit B; and

**WHEREAS**, the Cities find and determine it necessary for the health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the ETJ; and

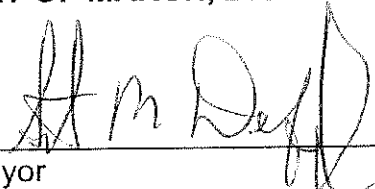
**WHEREAS**, the Cities each desire by this Joint Ordinance to approve the Settlement Agreement which confirms and adjusts their respective boundaries, ETJ, and potential ETJ as more specifically set forth in such Settlement Agreement; and

**WHEREAS**, through the passage of this Joint Ordinance approving the Settlement Agreement, the parties agree to forever adopt the Boundary and Proposed ETJ Map showing their respective boundaries and ETJ as required by Chapter 41 of the Texas Local Government Code, a copy of such Boundary Map is attached hereto and incorporated herein as Exhibit "A" and to make commitments relative to the boundaries therein; and

**WHEREAS**, the respective meetings at which this Ordinance is considered are open to the public as required by law, and the public notice of the time, place and

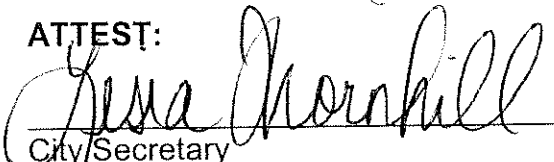
DULY PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, ON THIS 11th DAY OF MARCH, 2008.

DULY PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THIS 18<sup>TH</sup> DAY OF MARCH, 2008.

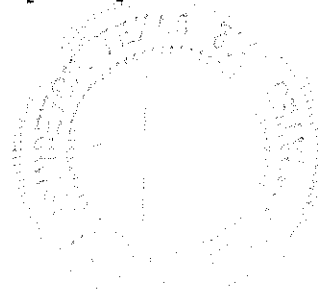
  
\_\_\_\_\_  
Mayor  
City of Princeton, Texas

EFFECTIVE DATE: March 11, 2008

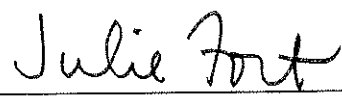
ATTEST:

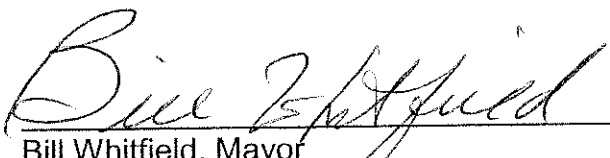
  
\_\_\_\_\_  
City Secretary  
City of Princeton, Texas

[SEAL]



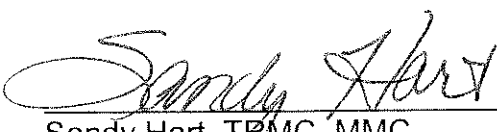
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
City of Princeton, Texas

  
\_\_\_\_\_  
Bill Whitfield, Mayor  
City of McKinney, Texas

CORRECTLY ENROLLED:

[SEAL]

  
\_\_\_\_\_  
Sandy Hart, TRMC, MMC,  
City Secretary  
Beverly Covington, TRMC, CMC  
Deputy City Secretary  
City of McKinney, Texas



DATE: March 28, 2008

APPROVED AS TO FORM:


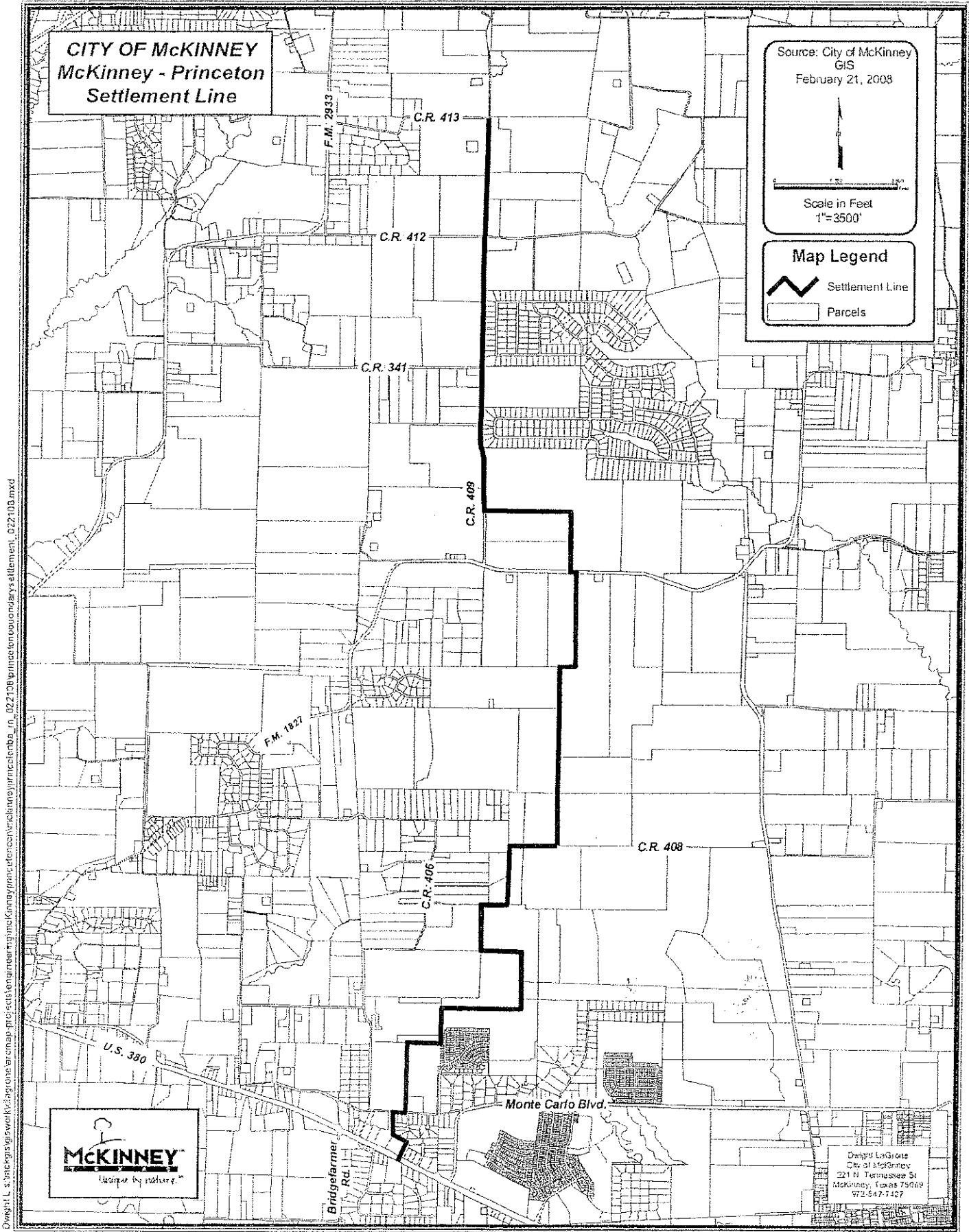
  
\_\_\_\_\_  
City Attorney  
City of McKinney, Texas

EXHIBIT "A"



**McKinney/Princeton  
Settlement Line**

Being a bounds description of a settlement line between the City of McKinney, Texas, and the City of Princeton, Texas, situated in the David Cherry Survey, Abstract 166, the Thomas A. Rhodes Survey, Abstract 741, the Jesse Stiff Survey, Abstract 792, and the Samuel Burton Survey, Abstract 123, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the center of County Road 408, being an ell corner of a tract of land as described in deed to Hasan Pirkul, et al, recorded in Volume 5218, Page 3630 in the Deed Records of Collin County, Texas (DRCCT), also being the southwest corner of a tract of land as described in deed to J. I. Griffin recorded in Volume 335, Page 134 and Volume 335, Page 136, DRCCT.

THENCE northerly, crossing said Pirkul tract and passing the south line of a tract of land as described in deed to Texas Terra, L. P., recorded under Clerk's File No. 20070322000388260 (Tract 2) DRCCT and continuing northerly, crossing said Texas Terra L. P. tract, to an inner ell corner of said Texas Terra L. P. tract, also being the southwest corner of a tract of land as described in District Court records to Harry M. Smith, recorded in Volume 5182, Page 3980 District Court of Collin County, Texas.

THENCE continuing northerly with the most northerly east line of said Texas Terra, L. P. tract, the east line of a tract of land as described in deed to Grissom, Ltd. a Texas Limited Partnership, recorded in Clerk's File No. 20060327000392010 DRCCT, and the west line of said Harry M. Smith tract to the northeast corner of said Grissom, Ltd. tract, also being the most southerly northwest corner of said Harry M. Smith tract.

THENCE easterly along the most southerly north line of said Harry M. Smith tract to an inner ell corner of said Smith tract, also being the southeast corner of a tract of land described as 64 acres, Block 3, Tract 31 in the Thomas Rhodes Survey, A-741 to Cynthia Ann Jackson Kreiselmaier, Collin Central Appraisal District No. 1073858.

THENCE continuing northerly along the northerly west line of said Smith tract, and east line of said Kreiselmaier tract to the northwest corner of said Smith tract and the northeast corner of said Kreiselmaier tract in the centerline of FM 1827.

THENCE westerly with the centerline of said FM 1827 to the southeast corner of a tract of land as described in deed to Charles Booher recorded under Clerk's File No. 95-0035067, also being the most easterly southwest corner of the Walker Family Farm, Ltd. recorded under Clerk's File No. 2000-0061685 of the DRCCT.

THENCE northerly with the west line of the said Walker Family Farm tract and the east line of said Booher tract and the east line of a tract of land described as 56.5 acres, Block 3, Tract 3 in the Thomas Rhodes Survey, A-741 to Ruth T. Wilson, in care

of Dr. Jim T. Wilson, Collin Central Appraisal District No. 2121794 to the northeast corner of said Wilson tract.

THENCE westerly with a south line of the said Walker Family Farm tract and the north line of the said Wilson tract to its northwest corner in the centerline of County Road 409, also being a southwest corner of the said Walker Family Farm tract and being in the east line of a tract of land as described in deed to Miller Children's Irrevocable Trust, recorded in Volume 5380, Page 4101 of the DRCCT.

THENCE northerly with the centerline of County Road 409 passing the northeast corner of the said Miller Children's tract, also being the southeast corner of a tract of land as described in deed to J. Warren Kever, recorded under Clerk's File No. 92-0059000.

THENCE continuing northerly with the centerline of County Road 409 passing the northwest corner of said Walker Family Farm, Ltd. Tract, also being the southwest corner of Waterstone Estates Section I as recorded in Plat Records Book R, Page 210.

THENCE continuing northerly with the centerline of County Road 409 passing the northeast corner of said J. Warren Kever tract, same being the southeast corner of a tract of land as described in deed to Radio Disney Dallas, L.L.C., as recorded in Clerk's File No. 20060814001158160 DRCCT.

THENCE continuing northerly with the centerline of County Road 409 passing the northeast corner of said Radio Disney Dallas tract, same being the southeast corner of a tract of land as described in deed to Barbara Sharon Smith, as recorded under Clerk's File No. 93-0006368.

THENCE continuing northerly with the centerline of County Road 409 passing the northwest corner of the said Waterstone Estates Section I, also being the southwest corner of a tract of land as described to Cheryl L. Joseph, recorded in Volume 6005, Page 767, DRCCT, Clerk's File No. 2005-0131637.

THENCE continuing northerly with the centerline of County Road 409 passing the northeast corner of the said Smith tract, same being the southeast corner of a tract of land as described in deed to J. T. Rothermel, recorded under Clerk's File No. 19920727000497780, DRCCT.

THENCE continuing northerly with the centerline of County Road 409 passing the northeast corner of said Rothermel tract, same being the southeast corner of a tract of land as described in deed to Diane and Michael Johnson, recorded in Volume 5436, Page 942, DRCCT.

THENCE continuing northerly with the centerline of County Road 409 passing the northeast corner of said Johnson tract, same being the southeast corner of a tract of land as described as 2 acres, Block 1, Tract 24 in the Thomas Rhodes Survey, A-741 to Lillie Hale, et al., Collin Central Appraisal District No. 1073233.

THENCE continuing northerly with the centerline of County Road 409 to the northeast corner of the said Hale tract, same being the southeast corner of a tract of land as described in deed to Batra Family Trust, recorded under Clerk's File No. 20060508000781280, DRCCT, same being the northwest corner of said Joseph tract, and same being the southwest corner of a tract of land as described in deed to Jimmy Janacek, recorded under Clerk's File No. 93-0020427 DRCCT.

THENCE continuing northerly with the centerline of County Road 409 passing the northeast corner of the said Batra Family Trust tract, also being the southeast corner of a tract of land as described in deed to Wallace Dail, recorded in Clerk's File No. 95-0085404, DRCCT, Clerk's File No. 19960613000492520.

THENCE continuing northerly with the centerline of County Road 409 passing the most southerly northwest corner of said Janacek tract, same being the southwest corner of a tract of land as described in deed to Max A. Johnson, recorded under Clerk's File No. 19920702000441480, DRCCT.

THENCE continuing northerly with the centerline of County Road 409 passing the most southerly northwest corner of said Max Johnson tract, same being the southwest corner of a tract of land as described in deed to Rene Bates, recorded in Volume 3986, Page 0889. DRCCT, Clerk's File No. 97-0071344.

THENCE continuing northerly with the centerline of County Road 409 to its intersection with County Road 412 passing the northwest corner of said Rene Bates tract, same being the northeast corner of said Wallace Dail tract, same being the southeast corner of a tract of land as described as Tract 1 in deed to Budd- Ellis Farms, L.P., recorded under Clerk's File No. 20070601000736570 DRCCT, same being the southwest corner of a tract of land as described in deed to William Theis, recorded in Volume 5379, Page 4828, DRCCT, Clerk's File No. 2003-0051053.

THENCE continuing northerly with the east line said Budd-Ellis Farms tract, the west line of the said Theis tract to the to the northwest corner of said Theis tract, same being the southwest corner of a tract of land described as Tract 2 in deed to Budd-Ellis Farm, L. P., recorded under Clerk's File No. 20070601000736570, DRCCT.

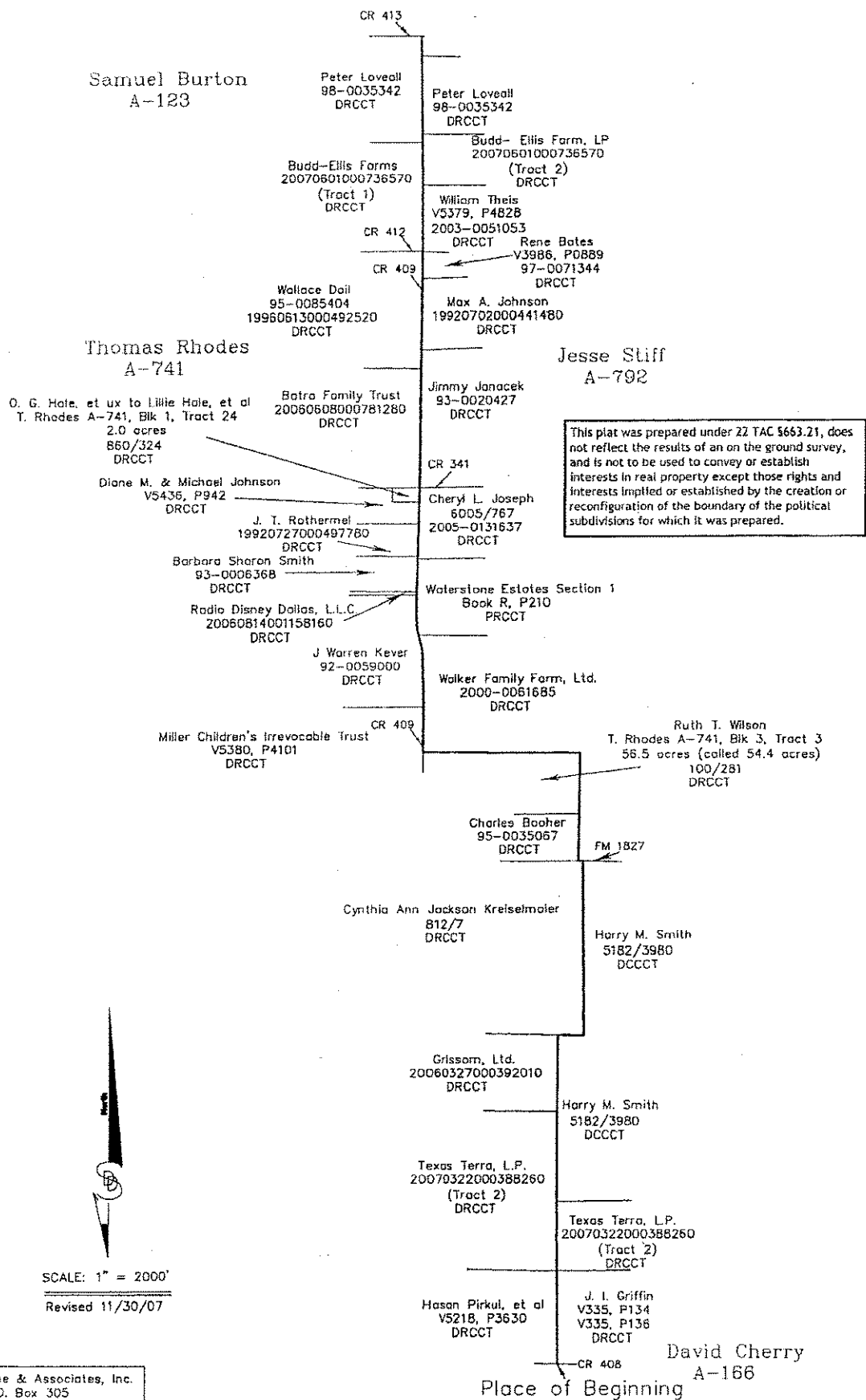
THENCE northerly passing the northeast corner of said Budd-Ellis Tract 1, same being the most westerly southeast corner of a tract of land described in deed to Peter Loveall, recorded under Clerk's File No. 98-0035342, DRCCT, and continuing northerly to the northwest corner of said Budd-Ellis Tract 2, same being an inner ell corner of said Loveall tract.

THENCE northerly across said Loveall tract to another inner ell corner.

THENCE along the most western east line of the said Loveall tract to a point in the centerline of County Road 413, same being the most northerly northeast corner of said Loveall tract and the termination point of said settlement line.

This document was prepared under 22 TAC §663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivisions for which it was prepared.

# McKinney/Princeton Settlement Line





**PRINCETON/McKINNEY  
SETTLEMENT LINE**

**BEING** a bounds description of a settlement line between the City of McKinney, Texas, and the City of Princeton, Texas, situated in the David Cherry Survey, Abstract No. 166, and the Jacob Snivel Survey, Abstract No. 863, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a point in the center of County Road 408, being an ell corner of a tract of land as described in deed to Hasan Pirkul, etal, recorded in Volume 5218, Page 3630 in the Deed Records of Collin County, Texas (DRCCT), same being the southwest corner of a tract of land as described in deed to J.I. Griffin recorded in Volume 335, Page 134 and Volume 335, Page 136 DRCCT;

**THENCE** Westerly, entering into said Pirkul tract, part way along the center of said County Road 408 and continuing along the projected center of said County Road 408 to a point in the west line of said Pirkul tract and east line of a tract of land as described in deed to Crasilneck Realty, LTD recorded in Volume 5060, Page 3657 DRCCT;

**THENCE** Southerly, along the west line of said Pirkul tract, along the east line of said Crasilneck Realty, the east line of a tract of land as described in deed to Robert D. Dickerman recorded under Clerk's File No. 20060921001366230 DRCCT, the east line of a tract of land as described in deed to Freddie L. and Lynette Florence recorded in Volume 4309, Page 2753 DRCCT, to a point in the westerly north line of a tract of land as described in deed to Princeton Meadows, LP recorded in Volume 4446, Page 1228 DRCCT;

**THENCE** Westerly, along the westerly north line of said Princeton Meadows tract, along the south line of said Florence tract, the south line of a tract of land as described in deed to Jack M. Phipps recorded in Volume 4362, Page 2507 DRCCT, to the northeast corner of the First Tract as described in deed to Harold B. Bixler recorded in Volume 667, Page 964 DRCCT;

**THENCE** Southerly, along the west line of said Princeton Meadows tract and the east line of said Bixler tract, to the northeast corner of a tract of land as described in deed to Harley J. and Phyllis E. Corey recorded under Clerk's File No. 95-0086720 DRCCT and the northwest corner the remainder portion of the Second Tract as described in deed to Harold B. Bixler recorded in Volume 667, Page 964 DRCCT;

**THENCE** Easterly, along the westerly south line of said Princeton Meadows tract and the north line of the remainder portion of said Bixler Second Tract to the northeast corner of said Bixler Second Tract and an ell corner of said Princeton Meadows tract;

**THENCE** Southerly, along the east line of the remainder portion of said Bixler Second Tract, the southerly west line of said Princeton Meadows tract, the northerly west line of a tract of land as described in deed to Able Fairfax Meadows, Inc. recorded in Volume 5624, Page 2688 DRCCT, to the southeast corner of said Bixler tract and ell corner of said Able Fairfax Meadows tract;

**THENCE** Westerly along the south line of said Bixler tract and westerly north line of said Able Fairfax Meadows tract to a point in the east line of a tract of land as described in deed to Tommie Lee and Pauline Potter recorded in Volume 544, Page 56 DRCCT;

**Exhibit "B-2"**

**PRINCETON/McKINNEY  
SETTLEMENT LINE**

**THENCE** Southerly, along the east line of said Potter tract, the west line of said Able Fairfax Meadows tract, the east line of a tract of land as described in deed to T.L. Potter recorded under Clerk's File No. 96-0021492 DRCCT, the west line of Park Trails Phase 1, an addition to the City of Princeton, Texas, according to the plat thereof recorded in Volume Q, Page 405 DRCCT, to the northeast corner of a tract of land as described in deed to Marlin Atlantis White, LTD recorded in Volume 5887, Page 2499 DRCCT;

**THENCE** Westerly along the south line of said Potter tract recorded under Clerk's File No. 96-0021492 DRCCT and the north line of said Marlin Atlantis White tract, to the northeast corner of a tract of land as described in deed to Juanita Massey recorded in Volume 4192, Page 1549 DRCCT;

**THENCE** Southerly, along the west line of said Marlin Atlantis White tract and the east line of said Massey tract, and projecting said line southerly to a point in the south line of County Road 407, and lying in the north line of Hillside Addition, an addition to the City of Princeton, Texas, according to the plat thereof recorded in Volume J, Page 919 DRCCT,;

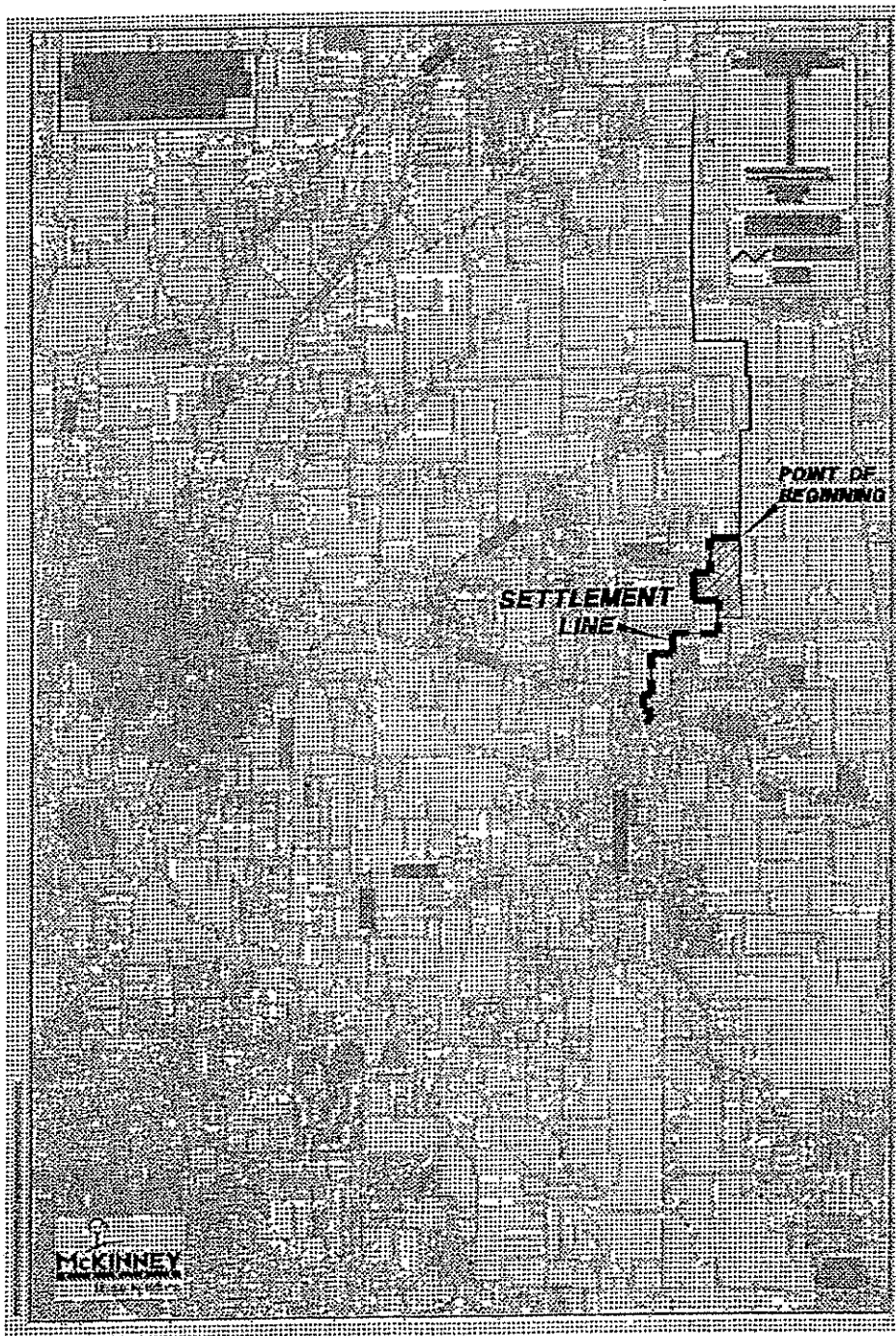
**THENCE** Westerly along the south line of said County Road 407 and north line of said Hillside Addition, to the northwest corner of said Hillside Addition;

**THENCE** Southerly, departing the south line of said County Road 407, along the west line of said Hillside Addition and northerly east line of a tract of land as described in deed to Rene Bates recorded in Volume 4078, Page 1808 DRCCT to the northwest corner of a tract of land as described in deed to Wm. D. Pate recorded in Volume 1075, Page 351 DRCCT;

**THENCE** southeasterly along the north line of said Pate tract and southwest line of said Hillside Addition to the northeast corner of said Pate tract;

**THENCE** southwesterly along the southerly west line of said Hillside Addition and the east line of said Pate tract to a point in the in the north line of U.S. Highway No. 380 and continuing southwesterly along the projected east line of said Pate tract to a point in the south line of said U.S. Highway No. 380 and the termination point of said settlement line.

**PRINCETON/McKINNEY  
SETTLEMENT LINE**



BASE MAP PROVIDED BY THE CITY  
OF McKINNEY GIS DEPARTMENT

Date 04-25-2007

JOB No.: 16972

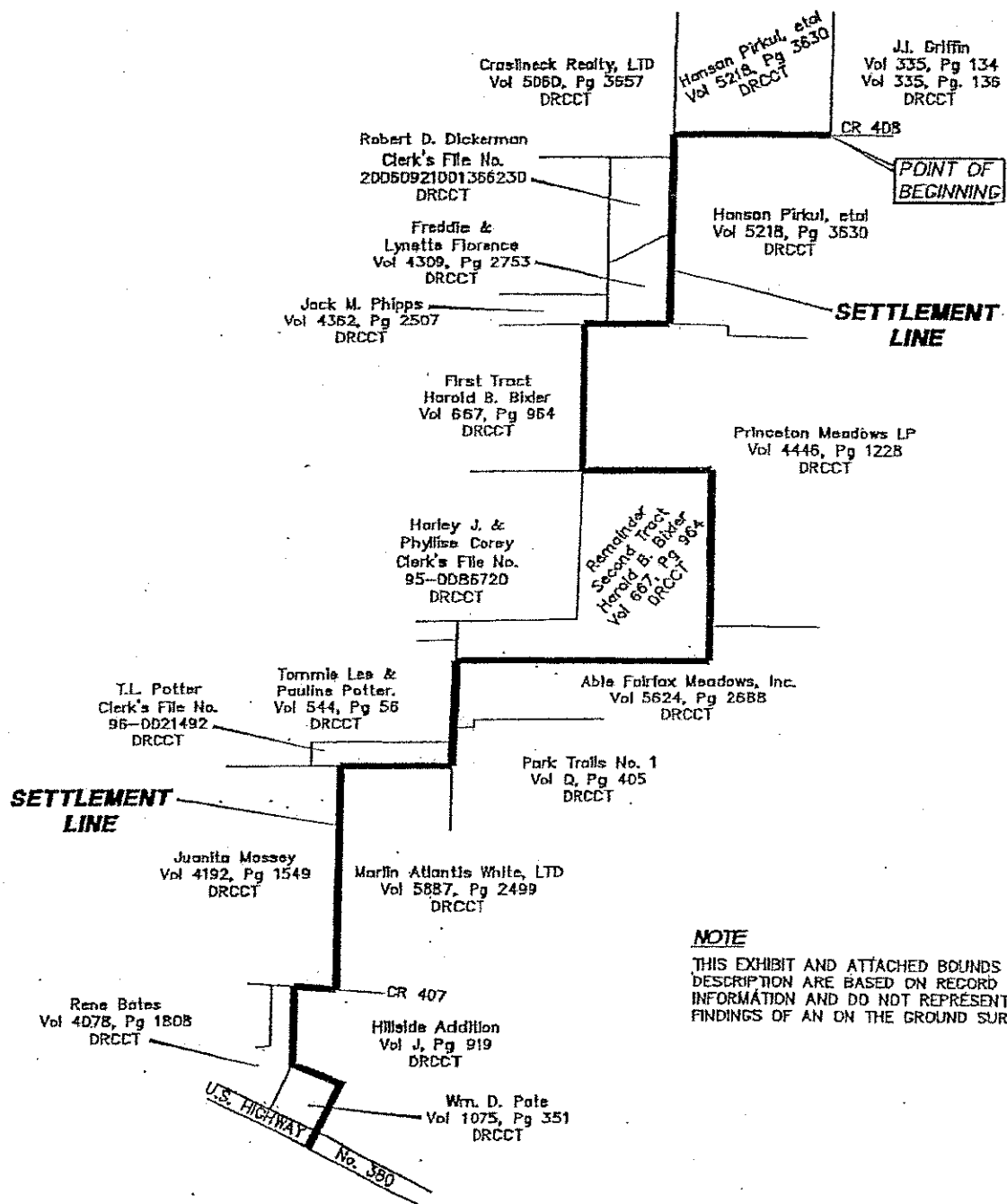
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**Sparr Surveys**

2553 C.R. 722  
McKinney, Texas 75059  
(214) 544-2297

# **PRINCETON/McKINNEY SETTLEMENT LINE**



**Sparr Surveys**

2553 C.R. 722  
McKinney, Texas 75069  
(214) 544-2297

Date 04-25-2007

JOB No.: 16972

PAGE 4 OF 4

STATE OF TEXAS                   §  
  §  
COLLIN COUNTY                   §

**THE CITY OF MCKINNEY'S AND THE CITY OF PRINCETON'S  
SETTLEMENT AGREEMENT REGARDING JURISDICTIONAL BOUNDARIES  
AND WATER AND SEWER SERVICE TERRITORY**

THIS AGREEMENT regarding jurisdictional boundaries and water and sewer service territory is made and entered into by and between the City of McKinney (hereinafter "McKinney") and the City of Princeton (hereinafter "Princeton") which are collectively referred to as the "Parties."

**RECITALS**

WHEREAS, McKinney is a home-rule Texas municipal corporation in Collin County, Texas, which holds water Certificate of Convenience and Necessity ("CCN") No. 10194 and sewer CCN No. 20071;

WHEREAS, Princeton is a Type-A Texas municipal corporation in Collin County, Texas;

WHEREAS, McKinney has filed a lawsuit seeking a Declaratory Judgment concerning certain McKinney ordinances that are relevant to the boundary or extraterritorial jurisdiction of Princeton and McKinney styled *City of McKinney v. City of Princeton*, Case No. 219-161-06, in the 219<sup>th</sup> District Court, Collin County, Texas (hereinafter referred to as "State Court Action");

WHEREAS, McKinney filed an application with the Texas Commission on Environmental Quality ("TCEQ" or "Commission") on July 21, 2005 to amend its sewer CCN to certificate additional territory in and around the City of McKinney, which was protested by Princeton and is now pending before the State Office of Administrative Hearings ("SOAH") under SOAH Docket No. 582-06-2663; TCEQ Docket No. 2006-0631-UCR, *Application of the City of McKinney to amend CCN No. 20071 in Collin County, Texas, Application No. 35035-C*;

WHEREAS, Princeton filed an application with the TCEQ to amend its water and sewer CCN on August 17, 2005 to certificate additional territory in and around the City of Princeton, which was protested by the City of McKinney and is now pending before SOAH under SOAH Docket No. 582-06-1641; TCEQ Docket No. 2006-0044-UCR, *Application of the City of Princeton to Obtain Water and Sewer CCN in Collin County, Texas, Application Nos. 35072-C and 35073-C*;

WHEREAS, McKinney's proceeding before SOAH and Princeton's proceeding before SOAH have been consolidated (hereinafter referred to as "SOAH proceeding");

WHEREAS, the Parties acknowledge that the SOAH proceeding and the State Court Action reflect bona fide disputes and controversies between the Parties. The SOAH proceeding regards the issuance of the CCNs to each party and involves the authority to provide service to each Party's CCN issued by the TCEQ. The State Court Action involves a Declaratory Judgment concerning the validity of certain ordinances and their effect on each Party's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Parties desire to avoid further cost, delay, and uncertainty associated with the SOAH Proceeding and State Court Action and therefore, in order to fully and finally compromise and settle all claims that have been or could have been asserted in either proceeding, the Parties hereby enter into this Settlement Agreement.

### **TERMS OF AGREEMENT**

In full consideration of the mutual promises and agreements contained in this Settlement Agreement, including the Recitals set forth above, the Parties agree as follows:

#### **Article 1: Definitions**

1.01 "Boundary Line" means the line dividing the adjoining or adjacent territory to the Parties' municipal boundaries as depicted on Exhibit "A" (boundary map) and defined on Exhibits "B-1" (metes and bounds description of northern portion of boundary line) and "B-2" (metes and bounds description of southern portion of boundary line) attached hereto and incorporated herein and collectively Exhibits "B-1" and "B-2" describe the entire line depicted on Exhibit "A" (the "Boundary Line"), both of which are attached hereto and incorporated herein. The territory is an area over which each Party has now or may obtain jurisdictional authority on their respective side of that line.

1.02 "Jurisdictional Authority" means a municipality's right or ability to regulate a or any condition or use within the territory whether it is within its corporate limits, extraterritorial jurisdiction, as defined by state law or in an area where planning for future growth of Party has or may occur consistent with Exhibits "A", "B-1" and "B-2".

#### **Article 2: Boundary Delineation**

2.01 McKinney and Princeton hereby agree to the establishment of the Boundary Line, as depicted on Exhibit "A" and defined on Exhibits "B-1" and "B-2", and it shall be the dividing line between the two cities for purpose of establishing jurisdictional authority.

2.02 McKinney shall, to the extent permitted by law, have jurisdictional authority over the area west of the Boundary Line and does hereby expressly abandon and relinquish jurisdictional authority, if any, to the east of the Boundary Line, and further agrees it shall not extend its jurisdictional authority to the east of the Boundary Line at any time in the future.

2.03 Princeton shall, to the extent permitted by law, have jurisdictional authority over the area east of the Boundary Line and does hereby expressly abandon and relinquish jurisdictional

authority, if any, the west of the Boundary Line, and further agrees it shall not extend its jurisdictional authority to the west of the Boundary Line at any time in the future.

2.04 The Parties agree to file a joint motion for an agreed judgment, attached as Exhibit "C", in the State Court Action, to request that the Court render and sign a judgment declaring the Boundary Line as the line dividing the adjoining territories of the Parties and declaring the area over which each party has or will have jurisdictional authority with respect to that Boundary Line. The parties further agree to waive all rights to appeal the Agreed Judgment.

2.05 The Parties agree and covenant that all prior annexations or actions by the Parties in conflict with the boundaries reflected in this Settlement Agreement are hereby rescinded, voided, and repealed to the extent of that conflict, and the Parties relinquish any conflicting ETJ under Texas Local Government Code section 42.023, as amended. Each Party fully waives and releases any and all claims of every conceivable nature known or unknown against the other Party and their respective City Council members, officers, employees and representatives regarding this Settlement Agreement, the Joint Ordinance attached hereto as Exhibit "E" (which is to be adopted by the Parties), to satisfy and settle any and all boundary, ETJ, and annexation issues or claims, demands, controversies or causes of action, including under the Declaratory Judgment action, between the Parties.

### **Article 3: Water and Sewer Service Areas**

3.01 McKinney agrees to amend its sewer CCN application pending before SOAH and the TCEQ to exclude territory from its request that is east of the Boundary Line. The area to be excluded from McKinney's request is identified on Exhibit "D" as Area A1.

3.02 McKinney hereby agrees to the decertification by Princeton of McKinney's water CCN in the area marked as Area A2 on Exhibit "D". McKinney will cooperate with Princeton in its decertification of the area. Princeton will bear all costs of effectuating the transfer of the territory from McKinney to Princeton, including but not limited to, filing any required applications, providing any required notice, and participating in any hearing on the application. McKinney further agrees to not object to the severing Area A2 on Exhibit "D" from the current application pending under TCEQ Docket No. 2006-0044-UCR, and remanding the severed territory to the Executive Director for issuance. McKinney hereby consents to dual certification of Area A2 on Exhibit "D" with Princeton, if necessary, until Princeton is able to obtain authorization from the TCEQ to decertify McKinney from the territory marked as Area A2 on Exhibit "D".

3.03 Princeton agrees to amend its water and sewer CCN application pending before SOAH and the TCEQ to exclude territory from its request that is west of the Boundary Line. The area to be excluded is identified on Exhibit "D" as Area B.

3.04 Each party shall file its amended CCN application with the TCEQ within seven (7) business days after the Effective Date of this Agreement. Each party shall also file within seven (7) business days a motion to withdraw as a party from the other party's CCN case and the parties shall jointly file a motion to sever the two CCN cases.

3.05 McKinney agrees not to seek to certificate or to provide water or sewer service to any area east of the Boundary Line without prior written consent of Princeton.

3.06 Princeton agrees not to certificate or to provide water or sewer service to any area west of the Boundary Line without prior written consent of McKinney.

3.07 McKinney agrees not to oppose or otherwise protest any CCN application filed by Princeton as long as the area sought by Princeton is east of the Boundary Line.

3.08 Princeton agrees not to oppose or otherwise protest any CCN application filed by McKinney as long as the area sought by McKinney is west of the Boundary Line.

3.09 The parties hereto specifically agree that this Agreement may be governed by Texas Water Section 13.248.

#### **Article 4: Miscellaneous**

4.01 Applicable Texas Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

4.02 Performance. The obligations and undertakings of each of the parties to this Agreement shall be performed in Collin County, Texas; however only after the court has signed the Agreed Judgment in the State Court Action. Except for matters within the jurisdiction of the TCEQ (or its successor), the parties expressly agree that exclusive venue for any action to enforce any of the provisions of this Agreement shall be in Collin County, Texas. The obligations of the parties are expressly conditioned upon the court signing the Agreed Judgment in the State Court Action, and this Agreement shall be null and void if the court has not done so by July 1, 2008.

4.03 Entire Agreement. This Agreement contains the entire agreement of Princeton and McKinney 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 Party or Parties to be charged.

4.04 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.

4.05 Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties. The language of all parts 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.



4.06 Severability. 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.

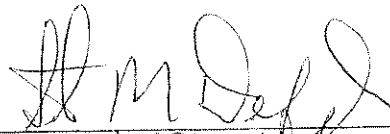
4.07 Attorney's Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement, or to interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special, at law or in equity, to which the prevailing Party may show itself justly entitled as provided by Texas Local Government Code § 271.159.

4.08 Covenant of Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective Parties.

4.09 Effective Date. Subject to Section 4.02, the effective date of this Agreement shall be 1) the date the court signs the Agreed Judgment in the State Court Action or 2) July 1, 2008, whichever is later.

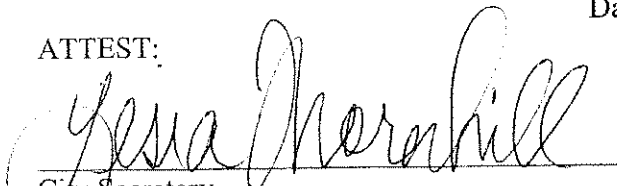
IN WITNESS WHEREOF, EXECUTED by the City of Princeton and the City of McKinney under the authority of their respective governing bodies in Duplicate Originals on the dates indicated below.

**CITY OF PRINCETON**

BY:   
Steven McLaughlin, Mayor

Date: April 8, 2008

ATTEST:

  
Gesa Mernhill  
City Secretary

CITY OF MCKINNEY

BY: Bill Whitfield  
Bill Whitfield Mayor

Date: 3-28-08

ATTEST:

Sandy Hart  
City Secretary

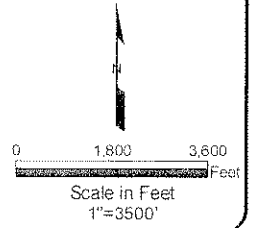
Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
\$96.00 BPETERSON  
20080414000439850



*Stacey Kemp*

# CITY OF McKINNEY Agenda Map

City of McKinney  
GIS  
March 13, 2008



## Map Legend

- Proposed Settlement Line
- McKinney Planning Boundary
- McKinney City Limits

CR 412

FM 1827

CR 408

CR 407

NEW  
HOPE

CR 406

US 380

