

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

**TOWN-COUNTY PLAT APPROVAL AGREEMENT
(Exclusive Town Control)**

That this Agreement is entered into by and between the County of Collin, Texas, ("County") and the Town of St Paul, Texas ("Town"), in accordance with the provisions of House Bill 1445 ("H.B. 1445"), passed by the 77th Legislature of the State of Texas, and is to witness the following:

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

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

WHEREAS, Town is a general-law municipality of Collin County, Texas, which has extraterritorial jurisdiction ("ETJ") under the provisions of Chapter 42 of the Local Government Code; and

WHEREAS, H.B. 1445, effective September 1, 2001, as Section 242.001 of the Local Government Code, was enacted to require Town 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 Town;

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. Town Granted Exclusive Jurisdiction. The parties agree that Town shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ in accordance with Chapter 212 of the Local Government Code, its adopted Subdivision Regulations or other applicable codes or ordinances, and County shall no longer exercise any of these functions in the Town's ETJ.

2. One Office for Plat Applications Fee Payments and Responses. Pursuant to this Agreement, the Town Secretary or his/her designee is authorized to accept plat applications for tracts of land located in the ETJ of the Town, 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. Consolidated Regulations. That the Subdivision Regulations of the Town are hereby established as a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, and will be enforced In the ETJ of the Town.
4. Areas Outside ETJ. In an unincorporated area outside the ETJ of the Town, the Town may not regulate subdivisions or approve the filing of plats, and the County retains jurisdiction to do so. Should the Town expand or reduce its ETJ, Town shall promptly notify County of such expansion or reduction. Town and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the Town shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and the County shall continue to have jurisdiction of areas outside the Town's ETJ.
5. Costs. All costs involved with the approval of subdivision plats under this Agreement shall be borne by the Town and payable out of current revenues available to it. All fees collected by the Town will be the property of the Town.
6. 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.

7. 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.
8. 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:

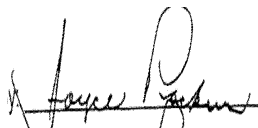
Town of St. Paul	Collin County Engineering Dept.
Attn: Town Secretary	825 N. McDonald St., #160
2505 Butscher's Block	McKinney, Texas 75069
St. Paul, Texas 75098.8046	
9. In the event any section, subsection, paragraph, sentence, phrase or work of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.


10. 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 of Collin County, Texas. This Agreement is performable in Collin County, Texas.
11. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument
12. This Agreement embodies the complete agreement of the parties hereto, prior or superceding all contemporaneous, oral or written agreements between the parties relating to the subject matter hereof
13. 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,
14. 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,
15. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City or the county waives any immunity or defense that would otherwise be available to it against claims by third parties. The City and County are not entering into a joint enterprise.
16. All rights, orders, approval, 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 25th day of March, 2002.

TOWN OF ST. PAUL, TEXAS

COLLIN COUNTY, TEXAS


Name: JOYCE LOCKNUS


Ron Harris
City Judge

ATTEST:

Signed _____

Marie Finley

Date: May 6, 2002

Secretary _____

Date:

,2002