

**AGREEMENT PROVIDING FOR SUBDIVISION
REGULATION BY THE MUNICIPALITY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY.**

This Agreement is made by and between the City of Wheeler, a municipality located within Wheeler County, Texas (hereinafter "the City") and Wheeler County, Texas, a political subdivision of the State of Texas (hereinafter "the county"), as required by Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code: and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plat and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

2.1 The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.

2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.

2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.

2.4 As required by Section 242.001 (c) of the local Government Code, the City agrees to notify the County of any expansion or reduction in the City extraterritorial jurisdiction:

2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivision within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.

2.6 The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ. Being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.

2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Wheeler County, Texas

on the _____ day of _____, 2002.

For the County

AGREED AND ADOPTED by the governing body of City of Wheeler, Texas on the 20
day of May, 2002.

Wanda Herb

For City