



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>Tammy Stuckey - Ext 7156</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas; authorizing the City Manager or, his authorized designee to execute the agreement on behalf of the City of Plano; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This boundary adjustment will have no fiscal impact at this time because the property for the construction of Marsh Lane has already been purchased and is owned by the City of Plano. <b>STRATEGIC PLAN GOAL:</b> Boundary adjustments for street construction relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This item is a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas establishing a mutual boundary along the western right-of-way of Marsh Lane. The reason for the adjustment is to facilitate construction of the west side of Marsh Lane, south of Parker Road. The agreement was approved by the Town of Hebron on March 1, 2010.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance Boundary Adjustment Agreement				

**An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas; authorizing the City Manager or his authorized designee to execute the agreement on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas establishing a mutual boundary along certain portions of the western right-of-way of Marsh Lane, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 22ND DAY OF MARCH, 2010.**

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON           §

**BOUNDARY ADJUSTMENT AGREEMENT**

This Boundary Adjustment Agreement (this "Agreement") is entered into as of the 1 day of March 2010, between the City of Plano ("Plano"), a home rule municipality organized under the laws of the State of Texas, and the Town of Hebron ("Hebron"), a municipality organized under the general laws of the State of Texas (collectively, the "cities"), and is to witness the following:

WHEREAS, Plano and Hebron are adjacent municipalities which desire to make a mutually agreeable change in their common boundary of an area that is less than 1,000 feet in width, pursuant to the authority of §43.031 of the Texas Local Government Code; and

WHEREAS, the cities deem such agreement to be beneficial to the public interest; Now, Therefore,

In consideration of the premises and of the agreements contained herein, the cities agree as follows:

I.

**DISANNEXATION AND RELEASE OF EXTRATERRITORIAL JURISDICTION**

1.01 Hebron agrees that it will disannex and waive extraterritorial jurisdiction over the 15,225.0 square feet (0.350 acre) (Tract 1) and the 6,160 square feet (0.141 acre) (Tract 2) tracts of land described and depicted in Exhibits "A" and "B", attached hereto and made part hereof for all purposes, in the manner provided by Chapter 43 of the Texas Local Government Code.

1.02 Upon the execution of this Agreement and the disannexation and waiver of extraterritorial jurisdiction by Hebron as provided in Section 1.01 above, the mutually agreeable boundary between Hebron and Plano as it relates to this property will lie on the west right-of-way line of Marsh Lane as described in the exhibits and as depicted thereon by the heavy black line, without further action by the City of Plano.

II.

**ZONING AND PLATS**

Both parties recognize that the property that is subject to this Agreement may receive a temporary zoning classification under the Plano zoning ordinance and be subject to the platting requirements of Plano.

III.

CHARACTER OF AGREEMENT; BREACH

The parties agree that this Agreement is entered into only for the mutually agreeable boundary adjustment of the tracts described herein and is not an interlocal cooperation agreement for the joint performance of any services by the parties.

IV.  
PERFORMANCE

The parties agree that the legislative acts to be performed hereunder will be coordinated between them so as to be performed simultaneously or as close thereto as possible, consistent with applicable law.

V.  
SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

In witness whereof, the cities, acting under the authority of their respective governing bodies, have caused this Agreement to be executed in multiple originals as of the date first written above.

**CITY OF PLANO, TEXAS**

**TOWN OF HEBRON, TEXAS**

BY: \_\_\_\_\_  
~~MAYOR~~  
THOMAS H. MUEHLENBECK  
CITY MANAGER

BY: \_\_\_\_\_  
MAYOR

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

*Betty Mami*  
\_\_\_\_\_  
TOWN SECRETARY

**EXHIBIT "A"**

the property

**FIELD NOTES TRACT I  
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION  
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE A. DYER SURVEY, ABSTRACT No. 360, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF THE REPLAT GATES OF PRESTONWOOD, AN ADDITION TO THE CITY OF CARROLLTON, DENTON COUNTY, TEXAS, RECORDED BY PLAT IN CABINET V, SLIDES 71-73, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MARSH LANE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE N 00°28'42" W, 5.99 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 17°59'28", A CHORD BEARING N 09°28'26" W, 247.05 FEET AND AN ARC LENGTH OF 248.06 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE N 89°31'42" E, ALONG THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., 62.85 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 16°40'55", A CHORD BEARING OF S 08°49'10" E, 246.61 FEET AND AN ARC LENGTH OF 247.48 FEET TO A POINT FOR A CORNER;

THENCE S 00°28'42" E, 5.98 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ROOME";

THENCE S 89°30'47" W, 60.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.350 ACRES (15,225 SQUARE FEET) OF LAND.





**EXHIBIT "B"**

Exhibit "B"  
The "Property"

**FIELD NOTES TRACT 2  
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION  
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE J.B. MARTIN SURVEY, ABSTRACT No. 827, DENTON COUNTY, TEXAS, BEING ALL OF TRACT THREE DESCRIBED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE SOUTHWEST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS RECORDED IN VOLUME 485, PAGE 595, D.R.T.C.T.;

THENCE N 00°11'00" E, LEAVING THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., AND ALONG THE WEST LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., 313.92 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 19°28'18", A CHORD BEARING OF S 09°32'56" E, 287.48 FEET, AND AN ARC LENGTH OF 288.87 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 02°07'29", A CHORD BEARING OF S 18°13'22" E, 31.52 FEET, AND AN ARC LENGTH OF 31.52 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE S 89°31'42" W, 58.55 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.141 ACRES (6,160 SQUARE FEET) OF LAND.





STATE OF TEXAS

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CERTIFIED COPY

COUNTY OF DENTON

I, the undersigned, hereby certify that the attached Boundary Adjustment Agreement is a true, complete and correct copy of a Boundary Adjustment Agreement of the Town of Hebron, Texas, with the City of Plano, as the same appears in the records of my office, and that said records are kept and maintained as official records of the Town of Hebron, Texas, a Texas political subdivision, and are kept in the offices of the Town in its regular course of business.

I further certify that I am the Town Secretary of the Town of Hebron, Texas, that I am the custodian of the records of the Town, and that I have lawful possession and custody of its files and records.

In witness whereof, I have hereunto set my hand this 1<sup>st</sup> day of MARCH 2010.

[Seal]

Betty Morris  
(Signature)

Betty Morris  
(Type/Print Name)