

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF DENTON AND THE CITY OF FORT WORTH REGARDING
PLAT APPROVAL JURISDICTION IN THE CITY'S ETJ**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, the City of Fort Worth, Texas (hereinafter "City"), a political subdivision of the State of Texas, and Denton County, Texas ("Denton County" or "County"), also a political subdivision of the State of Texas, wish to enter into an INTERLOCAL COOPERATION AGREEMENT ("Agreement"), with the intent to have this Interlocal Agreement as the basis for establishing a framework for the development and implementation of a consistent set of regulations and other matters for joint control of the extraterritorial jurisdiction ("ETJ") of Denton County and the City, and, through this Agreement, establish one office to accept plat applications for tracts of land located in the ETJ of the City and to accept fees in a lump sum amount, provide one response to applicants indicating approval or denial of the application, and a consolidated and consistent set of ETJ regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, codified in Local Government Code § 242.001-.002, and this Agreement is entered into pursuant to same by and between the City and Denton County; and,

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas, and the Interlocal Cooperation Act, specifically Local Government Code §791.011 regarding contracts to perform governmental functions and services, allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, the functions or services contracted for and to be provided by this agreement are within the definition of governmental function and services as defined by Section 791.003 of the Government Code pursuant to Local Government Code § 242.001-.002 that requires the City and the County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City; and

WHEREAS, Local Government Code § 242.001-.002 allows the City and County to establish one office and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, so as to regulate subdivision plats and approve related permits in the ETJ; and,

WHEREAS, both the City and County desire to establish one office to accept plat applications and fees in a lump sum amount for tracts in the ETJ, provide one response to applicants indicating approval or denial of the application, and a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, so as to regulate subdivision plats and approve related permits in the ETJ, (referred to hereinafter as “consistent set of ETJ regulations”), all of which is provided for in the Interlocal Cooperation Act and Local Government Code § 242.001-.002; and,

WHEREAS, the City and County find that this Agreement will benefit the public by providing appropriate regulation of growth and for the safety, health and general welfare of the inhabitants of all persons residing in the ETJ and throughout Denton County; and,

WHEREAS, the City and County intend this Agreement to permit each party to work together to preserve and maximize their respective regulatory powers possessed by each to the fullest extent of the law for the mutual benefit of both; and,

NOW, THEREFORE, for the mutual consideration stated herein, the parties agree and understand as follows:

1. It is the intent of the parties to enter into an agreement that establishes a framework that will provide a working relationship between the County and the City for the mutual benefit of each. It is also the intent of the parties that this agreement is only intended to establish certain basic guidelines, and that the majority of the details of the rules and regulations will be separately developed in the consolidated and consistent set of ETJ regulations.
2. This Agreement has been authorized by the governing body of each party to this contract and this Agreement shall run until modified by mutual consent of the governing bodies to this Agreement, but this Agreement may be reviewed annually. More importantly, it is the intent of the parties to work together in expeditiously developing a consistent set of ETJ regulations that may be freely amended without affecting this Interlocal Agreement pursuant to Paragraph 13 of this Agreement. This Agreement shall automatically apply to any new areas that become part of the City’s ETJ as a result of any annexations without the necessity of any amendment to this Agreement and the Agreement will no longer apply to those areas annexed into the City. In the event of a disannexation, this Agreement will apply to areas that become part of the ETJ as a result of the disannexation and will no longer apply to those land

areas that are excluded from the ETJ as a result of the disannexation. The recognition of the ETJ shall not be deemed an admission by the City or the County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ. In the event said expansion conflicts with another municipality's ETJ, the County shall have exclusive jurisdiction to regulate subdivision plats and approve permits in the conflicting area until such time as the conflict is resolved.

3. Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by sending a copy of the applicable ordinance and a new map of the ETJ of the City to the County at no cost to the County. If available to the City, the ordinance and new ETJ map may be sent on floppy disks or CD-rom in a format compatible with the County's GIS system, compatible formats being .dwg, .dxf, or shp. in a stateplane NAD83, or other such computer software systems as available. Upon receipt of the ordinance, the County will revise the City's ETJ on its GIS system.
4. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written interlocal agreement duly executed by both parties, except where otherwise provided herein. Because this Agreement is intended to provide a framework for the continued and constant development of a consistent set of ETJ regulations, Paragraph 16 (A) and other matters that are expressly delineated in this Agreement as being subject to modification in the consistent set of ETJ regulations, may be modified via the procedures provided for development of the consistent set of ETJ regulations without modifying this Interlocal Agreement and this Agreement shall otherwise remain in full force.
5. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
6. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Denton County, Texas.
7. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as being consistent with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.
8. The Agreement is not intended to extend the liability of the parties beyond that provided by

law. Neither the City nor Denton County waives any immunity or defense that would otherwise be available to it against claims by third parties.

9. *Summary of Agreement:* The City and the County agree to the establishing of one office ("Responsible Office") to accept plat applications for tracts of land located in the City's extraterritorial jurisdiction and to accept fees in a lump sum amount, provide one response to applicants indicating approval or denial of the application and/or related permits, and a consolidated and consistent set of ETJ regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Local Government Code § 242.001-.002.

10. *Duties of the Responsible Office:* The Responsible Office shall be located inside the City's office of development or other office as designated by the City as being responsible to accept applications for plat approval on behalf of the City. Applications, related permits and copies of the consolidated and consistent set of regulations related to plats and subdivisions of land shall be available during regular business hours. The Responsible Office shall collect both municipal and county plat application fees in a lump-sum amount as well as any related permit fees for both the County and the City, and then forward those fees according to the fee schedule of general applicability that shall be found in the consistent set of ETJ regulations. The City may charge the County for this collection of fees by deducting an administrative fee of 5% from fees collected by the respective Responsible Office for the County. The County and the City shall each be responsible to set their fees as may be appropriate in their judgment to cover their expenses. The Responsible Office shall require from applicant a sufficient number of copies of all documents, plans and proposed plats and shall forward these items to all appropriate departments and agencies of the County and City within three business days for review. The County Planning Department shall act as the contact for the County whenever the Responsible Office is performing any duties involving the County. A copy of the plats, applications and any engineering plans shall be sent to the Denton County Planning Department, 306 N. Loop 288, Suite 115, Denton, Texas 76209. If available to the City, the applications, any approved plats and engineering plans shall be sent on floppy disks or CD-rom in a format compatible with the County's GIS system, compatible formats being .dwg, .dxf, or shp. in a stateplane NAD83, or other such computer software systems as available. The Responsible Office shall be responsible to contact and coordinate with the other City personnel and the County Planning Department as necessary to secure plat and related permit approvals, including giving proper notice to people required by law to receive notice of any hearing or who may be necessary to appear before any deliberative bodies and providing the applicant with one response indicating approval or denial of the plat or permit application as shall be provided in the consistent set of ETJ regulations or applicable law. All meetings, except those meeting and hearings of the City Council, Plan Commission or Commissioners Court and those meetings required by law to be at a certain location, shall occur at the location of the Responsible Office. The City and the County shall notify the

Responsible Office of the approval or denial of any plat or variance request. Whenever there is an approval of a plat or other document that is required to be filed in the county records, the Responsible Office shall send a copy of the approved plat or document to the County Clerk for filing, with signatures of appropriate representatives from each party, as otherwise required by law.

11. *Time for action:* The County Commissioners Court shall consider and take appropriate action on an application for approval of a preliminary, revised, amended or final plat on or before 14 days after the City's deliberative body having responsibility to take final action has acted upon a variance request or a final or preliminary plat.
12. *Certain areas of jurisdiction not waived by County:* This Agreement is not abdicating the County's jurisdiction to enforce the Texas Water Code to the City. The jurisdiction to approve and regulate culvert and development permits shall remain within the jurisdiction of the County. This Agreement is not granting the County's jurisdiction to the City to regulate or inspect on-site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285, unless the City becomes an authorized-agent of the-Texas Commission of Environmental Quality (TCEQ) to the extent authorized under TAC §285.10 and otherwise becomes permitted to act as an authorized agent inside the ETJ by applicable law, the TCEQ Rules regarding on-site sewage facilities, and an appropriate interlocal agreement. The County shall provide copies of rules and regulations of on site septic systems to the City for distribution. The County shall issue all permits and perform inspection services of such facilities and plats for compliance with applicable law. The issuance of permits and performance of inspections does not imply or mean that the County or the City is assuming any responsibility or liability for the applicant's compliance with the law or rules and regulations of the City or County, and that responsibility and liability shall remain with those persons or entities seeking approval of their plats or systems.

13. (A) **Procedure to develop and implement the consistent set of ETJ regulations:**

The City and the County shall develop a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code and other statutes applicable to counties and municipalities. The City shall have primary responsibility to review and develop this set of consolidated and consistent set of regulations, and in no instance shall this set contain less stringent requirements than those requirements of the County. Where one party has no regulations in effect in any particular area or in regulatory areas where the City or the County would have no legal authority to impose its current set of rules and regulations in the ETJ, the other party's regulations shall be included or adopted. The City shall complete this process and present have this set of consolidated and consistent set of regulations to the County within 60 days of the adoption of this Agreement for approval by the Commissioners Court and shall present the regulations to the City Plan Commission and City Council for approval in force within 90 thirty days of the adoption of this Agreement. In the event plats for property in the

ETJ are submitted before the consistent and consolidated set of regulations is adopted by the governing bodies of the City and the County, such plats shall be submitted to the City's Development Department. The City shall collect County fees in the amount directed by County and City fees and shall forward sufficient copies to the County for review. The plat will be subject to the most restrictive standards of the City or County, as applicable. The City and the County shall cooperate in processing and seeking approval of the plat by the County and the City.

(B) Stringent Defined

Stringent shall be defined to a standard that imposes a more rigorous or higher standard of performance, including a higher quality of development, infrastructure or street, or a higher level of safety, durability or quality of living.

(C) Amendments to ETJ Rules and Regulations:

The City shall be free to modify its own set of developmental rules and regulations at anytime it so desires under applicable law, and as may be authorized pursuant to the terms of this Agreement, to also modify the consistent set of ETJ regulations to incorporate any changes in the City's developmental rules and regulations of general applicability throughout the City. The City will review any new set of County rules and regulations and further develop or revise the set of consolidated and consistent set of ETJ regulations to incorporate any changes that are more stringent in the County's rules and regulations in a manner consistent with this Agreement. If the City determines that no changes are necessary, then this fact will be communicated to the County, and no further action will be taken unless the County expressly requests the amendments to be included. If either the City or County passes or amends any rule or regulations with the intent that the amendments or changes should apply in the ETJ, then that party shall so notify the other. Upon presentation of any new or amended rule that either the City or County seeks to include in the consolidated and consistent set of ETJ regulations, the deliberative bodies of both of the City and the County will review and act on same under the terms of this Agreement. If, at any time in the present or in the future, any rejection of a proposed new or amended rule should occur or other disagreement should arise over which particular procedure, rule or regulation should control, the parties agree to discuss their differences in a public forum through representatives selected by the parties. If no agreement can be reached, the parties agree that the more stringent requirement shall be adopted and any other inconsistent requirements shall not be included. If there is no requirement that qualifies as more stringent, then the requirement generally applicable in that City's overall jurisdiction shall control, unless the rule or regulation is necessary to the regulation or inspection of on-site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285 or is inconsistent with other terms and conditions of this Agreement. In the area of the regulation or inspection of on site sewage facilities under the Texas Health and Safety § 366 or Texas Administrative Code ("TAC") Chapter 285, the County rules and regulations will be the

minimum standards applicable. In the event that the parties are unable to agree as to which rule is more stringent or whether the situation exists where neither rule qualifies as more stringent, then the matter shall be submitted to binding arbitration per Texas Local Government Code § 242.0015 or other applicable law.

14. *Dedication of property and county maintenance:* Property to be dedicated for public use, such as public right of way, shall be dedicated to the County. Individuals and entities desiring to dedicate property to the County, including but not limited to streets, alleys, storm sewers, drains, lighting, parks, green belt areas and other such structures or facilities shall be responsible to clearly so indicate on all plats and other documents submitted in the application. No property, facilities or structures will be accepted for dedication by the County without formal approval of the County Commissioners Court after approval by the City. For those particular requirements that are included by the City as part of the consolidated and consistent set of ETJ regulations that are not required by the County's rules and regulations of general applicability throughout the County, the City shall have responsibility in the consistent set of ETJ rules and regulations to make provisions requiring homeowners' associations or other legal entities to maintain, repair and otherwise pay all expenses, including any expenses incurred by the County, for such storm sewers, fire hydrants, drains, lighting, parks, green belt areas and other such structures or facilities not otherwise generally required by the County throughout the County. The County shall not be required to maintain or provide any services beyond those services or maintenance generally provided throughout the County.
15. *Plat approval procedure:* Except as modified by this Agreement and applicable law, the present or future statutory authority governing the City and the County plat approval process shall remain unchanged for both the City and the County. To the full extent permitted by law, the City and the County shall each have the independent authority to establish their internal procedures for each to comply with this Agreement for approval of plats and to designate persons to act as a lawful designee. County Clerk shall not file any plat unless approved by both the City and County deliberative bodies or their lawful designee as required or permitted by law applicable to each party to this Agreement. Once the appropriate deliberative body or their lawful designee approves or disproves the plat or other permit, this information shall be communicated to the Responsible Office. After all governmental bodies, or their lawful designee, have approved or disproved the plat, this information will be communicated to the applicant by the Responsible Office. No permits shall be issued without approval from the appropriate entity having authority under the consolidated and consistent set of regulations and applicable law. No substantial variance or waiver shall be granted by the Responsible Office unless approved by both the City and the County under the procedures applicable to each entity having jurisdiction under the applicable law.
16. (A) *County and City Public Works, Department of Development and Engineering duties:*

Under this Agreement (or as may be expressly modified in the consistent set of ETJ

regulations) the City Engineer and the County's Engineer and Department of Development, Public Works or other persons/offices designated by the City or County, shall review plans and plats for completeness and overall intended function of drainage and infrastructure construction plans which have been prepared, signed and sealed by a licensed professional engineer employed by the plat applicant. Upon completion of review, the result will be timely communicated to the Responsible Office. One person will be designated by the County to be responsible to communicate with the Responsible Office and coordinate the County's review process under internal operating procedures adopted by the County. The City Engineer and the County Engineer and Department of Development, or other persons designated by the City or County, will advise and assist in coordination of infrastructure installation in the ETJ during or after plat approval, as may be necessary in their professional judgment. The County Engineer and Department of Development, or other persons as may be designated by the County or City, if the City so decides to assist in inspections, shall make field inspections during construction as may be necessary in their judgment, to determine if all work is in accordance with approved plans and specifications. As a general principle, City personnel shall inspect facilities that will be maintained by a private entity pursuant to Paragraph 14, and both City and County personnel shall inspect all other facilities. These reviews and inspection procedures may also be modified by amendments to the consistent set of ETJ regulations per other portions of this Agreement pursuant to Paragraph 13.

(B) Applicant will remain solely responsible for complying with all applicable law:

Regardless of any provision in this the ETJ Agreement or the consistent set of ETJ regulations to the contrary, these reviews and inspections in no way substitute or replace the requirements as outlined in "The Texas Engineering Practice Act" that all public works projects be designed by and constructed under the direct supervision of a licensed professional engineer and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. These reviews and inspections in no way substitute or replace the requirements that the plats, plans and the construction of the infrastructure meet the governing requirements of applicable law and regulations, and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. Neither the County nor the City nor any personnel of the City or County shall have any liability to each other or to third parties for any failure to inspect or review plans or plats or for any faulty or negligent inspection, review or approval of plats and plans.

Bonds: All bonds, including construction, performance and maintenance bonds, as required under the consistent set of regulations shall name the County and the City as the entities to be protected and either the County or the City or both shall have full power to enforce the bond requirements in the event of a failure to comply with the bond requirements and to otherwise enforce the consistent set of ETJ regulations as may be appropriate after plat approval or during construction of any improvements, such as streets, drainage or other infrastructure,

unless the consistent set of ETJ regulations provides otherwise. The amount and terms of the bonds are to be set under the consistent set of regulations and other applicable law.

17. *Address assignment:* After notice of approval is given, the County shall assign addresses to each lot within an approved subdivision to maintain uniformity for 911 and other emergency telephone calls and responses.
18. *Plats subject to this Agreement:* The plats which will be subject to this Agreement are all plats, including preliminary, amended, revised or final, having any portion of the plat property inside the City's ETJ and for which either the City or County would have jurisdiction under any applicable law. The plats not subject to this Agreement are those for which the fees were paid and the application for plat approval was presented to either the City or the County before the effective date of this Agreement, and those plats will be governed by law and procedures in effect before adoption of this Agreement. If the ETJ is expanded or reduced, plats must be filed with the party who has jurisdiction after the Date of Amendment of the ETJ. The party receiving an application for a plat approval for which the party has no jurisdiction will direct the developer to the appropriate office. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected, assuming that fees and application are in compliance with applicable law and filed with the proper governmental body having jurisdiction under this Agreement.
19. *Effective Date and Certification:* This Agreement shall become effective immediately upon the date of adoption by the last governing body to approve and execute same. The County and the City certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

APPROVED AND EXECUTED in duplicate this the 13th day of
January, 2004, by the City of Fort Worth, Texas.

City of Fort Worth, Texas

Reid Pector
Title: Assistant City Manager

Attest: Gloria Jensen
City Secretary

Approved as to form:

Marcella Olson
Assistant City Attorney

C-19926
Contract Authorization
1-13-2004
Date

APPROVED AND EXECUTED in duplicate this the _____ day of _____, _____, by Denton County, Texas.

Denton County, Texas

Mary Horn
Mary Horn,
County Judge 12-30-03

Attest:

By: Kathleen Branford
Denton County Clerk
Court
Minute Order Number: 03-0843

Approved as to form:

Lu Vene
Assistant District Attorney

WHEREAS, the City and County have agreed upon the regulations, standards and procedures for the processing of subdivision plats within the City's extra territorial jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

ADDENDUM

1. That the City and the County, for and in good and valuable consideration of the mutual covenants and agreements contained herein, do mutually covenant and agree that this Addendum to the Interlocal Cooperation Agreement between the City and the County executed on January 13, 2004, is hereby attached and incorporated as part of the original Agreement (City Secretary Contract No. 29491 and Denton County Court Order Number 03-0843), to address the approved standards for the processing, development and enforcement of subdivision regulations within the City's extra territorial jurisdiction to read as follows:

1. The City of Fort Worth Subdivision Rules and Regulations including Community Facilities Agreement and Policy for the Installation of Community Facilities for street and drainage design and installation, sewer and water service shall be enforced for all subdivision developments less than 1 net acre in size except as noted in Number 5 below.
2. Denton County Subdivision Ordinance including appropriate inspection fees and financial assurances shall be enforced for all subdivision developments of one net acre or larger. All associated fees and assurances shall be paid to Denton County.
3. The developer shall submit construction plans for review and approval by the City of Fort Worth and the County of Denton. The physical inspection of the infrastructure improvements shall be by the City and the County. Both the City and County may assess fees in accordance with their standard adopted rates.
4. For urban developments proposing to construct streets with concrete, such streets shall be dedicated on the plat as "Private Street" and dedicated as a separate lot under the common ownership of a dedicated "Homeowner's Association" as approved and endorsed by the City of Fort Worth. The City shall reserve the right to accept the dedication of such streets at time of full annexation subject to compliance with all applicable design standards and conditions as required by the Transportation and Public Works Department and the City Engineer.
5. Denton County Policy requiring zero increase in runoff volumes and velocities shall be required for all developments in or draining into Denton County.
6. All subdivision plats shall be processed through the City Development Department and are subject to final approval by the City Plan Commission

CITY SECRETARY
CONTRACT NO. 30507

STATE OF TEXAS §
COUNTY OF TARRANT AND DENTON §

**ADDENDUM TO INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
THE COUNTY OF DENTON AND THE CITY OF FORT WORTH REGARDING
PLAT APPROVAL JURISDICTION IN THE CITY'S EXTRA TERRITORIAL
JURISDICTION**

THIS ADDENDUM to the Interlocal Cooperation Agreement between the County of Denton and the City of Fort Worth (City Secretary Contract Number 29491 and Denton County Court Order Number 03-0843) is made and entered into this the 14th day of September, 2004, by and between the City of Fort Worth, a home rule municipal corporation of the State of Texas, located within Tarrant, Denton and Wise Counties, Texas (Hereinafter referred to as the "City") and Denton County, Texas a political subdivision of the State of Texas (Hereinafter referred to as the "County")

RECITALS

This Addendum to the Interlocal Cooperation Agreement between the County of Denton and the City of Fort Worth (City Secretary Contract Number 29491 and Denton County Court Order Number 03-0843) is made under the authority granted to the City and the County by and pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, on January 13, 2004, the City of Fort Worth and Denton County, entered into a Interlocal Cooperation Agreement regarding the enforcement of subdivision and platting regulations within the extraterritorial jurisdiction of the City (City Secretary Contract No. 29491 and Denton County Court Order Number 03-0843); and

WHEREAS, the City and County do hereby express their joint approval regarding enforcement of street and drainage design regulations, infrastructure design, approval and inspection, and, plat approval standards; and

WHEREAS, Paragraph 13(A) of the Joint Agreement approved by the City and County requires the City and County to prepare, present and adopt consistent and consolidated regulations for the enforcement of subdivision design standards and the collection of appropriate fees as required by both political bodies for the City's extra territorial jurisdiction as authorized by Chapter 212 and Chapter 232 of the Texas Local Government Code; and

and the Denton County Commissioner's Court prior to recording with the Denton County Clerk's Office.

- 7. All street and subdivision names shall be coordinated and approved by both Denton County and the City.

APPROVED AND EXECUTED in duplicate, this the 14th day of September, 2004, by the City of Fort Worth, Texas.

CITY OF FORT WORTH

None needed
Contract Authorization

[Signature]
Assistant City Manager

Date

Attest:

[Signature]
City Secretary

Approved as to form

[Signature]
Assistant City Attorney

APPROVED AND EXECUTED in duplicate, this the 17th day of August, 2004, by the Denton County, Texas.

DENTON COUNTY, TEXAS

[Signature]
County Judge



Attest:

By: [Signature]
Denton County Clerk

Approved as to form:

[Signature]
Assistant District Attorney

Court Order Number: 04-0510