JOINT RESOLUTION AND AGREEMENT NO. _____

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF PARKER	§	

WHEREAS, the City of Aledo (Aledo) is a general law city lying and being situated within the County of Parker, State of Texas; and

WHEREAS, the City of Annetta North (Annetta North) is a general law city lying and being situated within the confines of the County of Parker, State of Texas; and

WHEREAS, Aledo and Annetta North now desire to adjust their corporate and extra territorial jurisdiction (ETJ) boundary lines, whereby Aledo will relinquish to Annetta North whatever ETJ rights it may have in certain land described herein and Annetta North will relinquish to Aledo whatever ETJ rights it may have in certain other land described herein; and

WHEREAS, Section 42.023 of the Local Government Code permits municipalities to enter into this agreement by resolution of the governing body; and

WHEREAS, it is in the best interest of both Aledo and Annetta North hat certain unincorporated areas within the ETJ of the two cities be apportioned.

NOW, THEREFORE, BE IT RESOLVED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF ALEDO AND THE CITY COUNCIL OF THE CITY OF ANNETTA NORTH.

SECTION 1.

The following ETJ boundary realignment between Aledo and Annetta North as hereby described, is in the best interests of the property owners and inhabitants of both cities.

SECTION 2.

The common ETJ boundary line and apportionment of ETJ between Aledo and Annetta North is hereby determined, fixed and ratified and the same is hereby particularly described as follows, with Annetta North relinquishing to Aledo all ETJ rights which Annetta North may have within the area east of the hereinafter described line, and Aledo relinquishing to Annetta North all ETJ rights which Aledo may have within the area west of said line, described on Exhibit "A" and depicted by a blue line on Exhibit "B", both attached hereto and incorporated herein for all purposes. In case of discrepancy between the map and the description on Exhibit "A", the map shall control.

SECTION 3.

Aledo does hereby relinquish and ratify the relinquishment to Annetta North all ETJ rights it may have within the area west of the above described mutual common ETJ boundary line and apportionment.

SECTION 4.

Annetta North does hereby relinquish and ratify the relinquishment to Aledo all ETJ rights it may have within the area east of the above described mutual common ETJ boundary line and apportionment.

SECTION 5.

Aledo and Annetta North do hereby covenant and agree to protect, preserve and defend the hereinabove described boundary, realignment and apportionment of ETJ.

SECTION 6.

Aledo and Annetta North agree and resolve that the adoption by both cities of this Joint Resolution and Agreement, and the relinquishment of the above described territory by each party does not mitigate, diminish or lessen in anyway the rights that either party may have at law or in equity, to challenge or contest any other annexations or attempted annexations made by the other party.

SECTION 7.

This Joint Resolution and Agreement shall become effective and shall become a binding agreement upon Aledo and Annetta North by the adoption of same in regular open city council meetings of Aledo and Annetta North, and upon execution thereof as prescribed in Section 9 hereof.

SECTION 8.

This Joint Resolution and Agreement, upon adoption by both cities, shall be executed in several originals and shall be spread in full on the minutes of each city. A copy of this Joint Resolution and Agreement shall be executed by the mayor and attested by the city secretary of each city.

PASSED AND APPROVED by the city council of the City of Aledo on this _____ day of _____, 2002.

CITY OF ALEDO

_____
Mayor

ATTEST:

_____
City Secretary, City of Aledo

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

     PASSED AND APPROVED by the city council of the City of Annetta North on this ____ day of _____, 2002.

CITY OF ANNETTA NORTH

_____
Mayor

ATTEST:

_____
City Secretary, City of Annetta North

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney