

**NOTICE OF THE MAY 16, 2022 MEETING
OF THE COMMISSION OF BROCK, TEXAS**

MAYOR JAY HAMILTON	ATTORNEY COURTNEY A. KUYKENDALL
COMMISSIONER BEN DAVIS	CLERK KERRI PRENTICE
COMMISSIONER DEBBIE SCRIMSHIRE	

The Brock Commission will meet on MONDAY, MAY 16, 2022 at 6:30 PM at the Brock Community Center, 2115 FM 1189 Brock TX 76087, to consider the following agenda items.

Unless specifically noted otherwise, action may be taken on any item. The Commission reserves the right to meet in closed session on any item should the need arise pursuant to Chapter 551, of the Tex. Gov't Code.

AGENDA

1. CALL TO ORDER AND ANNOUNCE QUORUM

2. INVOCATION AND PLEDGE

3. REGULAR AGENDA: Discussion and Possible action:

3.1 Approve the April 15, 2022, no quorum meeting and April 25, 2022 meeting

3.2 PUBLIC HEARING –

Conditional Use Permit Application for the construction of a 1200 sq ft accessory building to property located at 101 Eagle Pass Lane, Brock, TX 76087

3.3 Discuss Consider and take possible action to approve a Conditional Use Permit Application for the construction of a 1200 sq ft accessory building to property located at 101 Eagle Pass Lane, Brock, TX 76087

4. REPORTS:

4.1 Update on North Central Texas Council of Governments water update

4.2 Update on Town Map

4.2.1 Discussion on Boundary Agreement

4.3 Update on Kessler Farms

4.4 Update on Eggleston Development on FM 1189

4.5 Update from Dakota Tawater at Parker County SUD

4.6 Update from Travis Scrimshire at Brock Fire Department

5. EXECUTIVE SESSION: The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed, as authorized by Texas Government Code Section 551.071, **CONSULTATION WITH ATTORNEY--To seek the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act 6.1 Reconvene and Take Action if needed from Executive Session.**

6. CITIZEN COMMENTS ON NON-AGENDA ITEMS.

Residents may address the Commission regarding an item that is not listed on the agenda. Residents must register on the sign-in sheet five (5) minutes before the start of the meeting. The comments are limited to three (3) minutes.

Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

7. Items Commission Would Like to See on Future Agendas

8. FUTURE MEETING DATE

9. ADJOURN

In compliance with the Americans with Disabilities Act, reasonable accommodations for persons attending meetings will be provided. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Kerri Prentice, (817) 396 – 5333.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the ___ day of May, 2022, at _____ AM /PM at the Brock Community Center, 2115 FM 1189 Brock TX 76087, interim City Hall for the town of Brock, Texas.

For the Commission of Brock

**MINUTES OF THE APRIL 15, 2022 MEETING
OF THE COMMISSION OF BROCK, TEXAS**

No Meeting held on April 15, 2022.

Town Clerk, Kerri Prentice

Mayor Hamilton

Approved: April 15, 2022

CONDITIONAL USE APPLICATION

PART 1. APPLICANT INFORMATION

Name of applicant / agent/company/contact

WILLIAM T. SCRIMSHIRE

Street address of applicant / agent:

101 EAGLE PASS LN. BROCK, TX. 76087

City / State / Zip Code of applicant / agent:

817-881-0197

Telephone number of applicant / agent:

Fax number of applicant/agent

EMAIL ADDRESS OF APPLICANT/AGENT

TRAUTS.SCRIMSHIRE@YAHOO.COM

Mobile phone number of applicant/agent

817-881-0197

PART 2. PROPERTY INFORMATION

Street address of subject property

101 EAGLE PASS LN. BROCK, TX. 76087

Legal description of subject property (metes & bounds must be described on 8 1/2" x 11" sheet)

Lot 10 Block 1 Addition YOUNG BEAR ESTATES

Size of subject property

2 Acres

Square footage

Present zoning classification:
RE 1 or 2

Proposed use of the property:

RES.

Circle yes or no, if applies to this application

Outdoor speakers Yes No

Minimum / maximum size for conditional use request:

1200 SFT BUILDING PERSONAL USE

Zoning ordinance provision requiring a conditional use:

10.2.16

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner:

WILLIAM T. SCRIMSHIRE

Street address of property owner:

SAA

City / State / Zip Code of property owner:

Telephone number of property owner:

817-881-0197

Fax number of property owner:

- Submit a statement/ describing the requested conditional use and note the requested location on the site plan document*
- In the same letter, describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of other property in the neighborhood. Also, describe how the proposed conditional use will add to the value, use or enjoyment of other property in the neighborhood, if applicable.*

- All conditional use and conditional use applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.*
- All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.*
- Any changes to a site plan (no matter how minor or major) approved with a conditional use or conditional use permit can only be approved by city commission through the public hearing process.*
- I have read and understand all the requirements as set forth by the application for conditional use or conditional use permit and acknowledge that all requirements of this application have been met at the time of submittal.*

PART 4. SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST

WILLIAM T. SCRIMSHIRE
Print Applicant's Name:

William T. Scrimshire
Applicant's Signature:

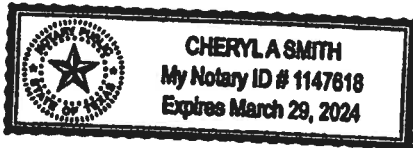
The State of TEXAS

County Of PARKER

Before Me CHERYLA SMITH (notary) on this day personally appeared William T. Scrimshire (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 22nd day of March, A.D. 2022.



Cosmin
Notary In And For State Of Texas

WILLIAM T. SCRIMSHIRE
Print Property Owners Name:

William T. Scrimshire
Property Owner's Signature:

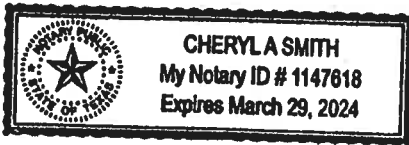
The State Of TEXAS

County Of PARKER

Before Me CHERYLA SMITH (notary) on this day personally appeared William T. Scrimshire (property owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 22nd day of March, A.D. 2022.



Cosmin
Notary In And For State Of Texas

ACKNOWLEDGEMENT

All Conditional Use and Special Use Applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

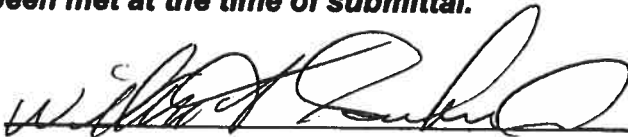
All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

Any changes to a site plan (no matter how minor or major) approved with a conditional use or a special use permit can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council. If after said period of four months an application has not been scheduled before the Commission and Council said application shall be considered withdrawn, with forfeiture of all filing fees. The application, along with the required filing fee may be resubmitted any time thereafter for reconsideration. Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

I have read and understand all of the requirements as set forth by the application for conditional use or special use permit and acknowledge that all requirements of this application have been met at the time of submittal.

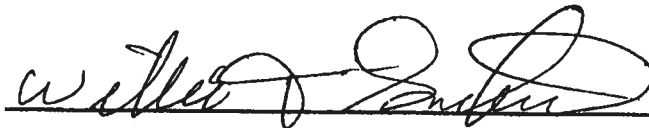
Signature of Applicant



Date:

3-22-2022

Signature of Owner



Date:

3-22-2022

TOWN OF BROCK

CONDITIONAL USE APPLICATION/SITE PLAN APPLICATION

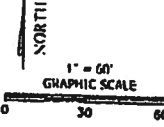
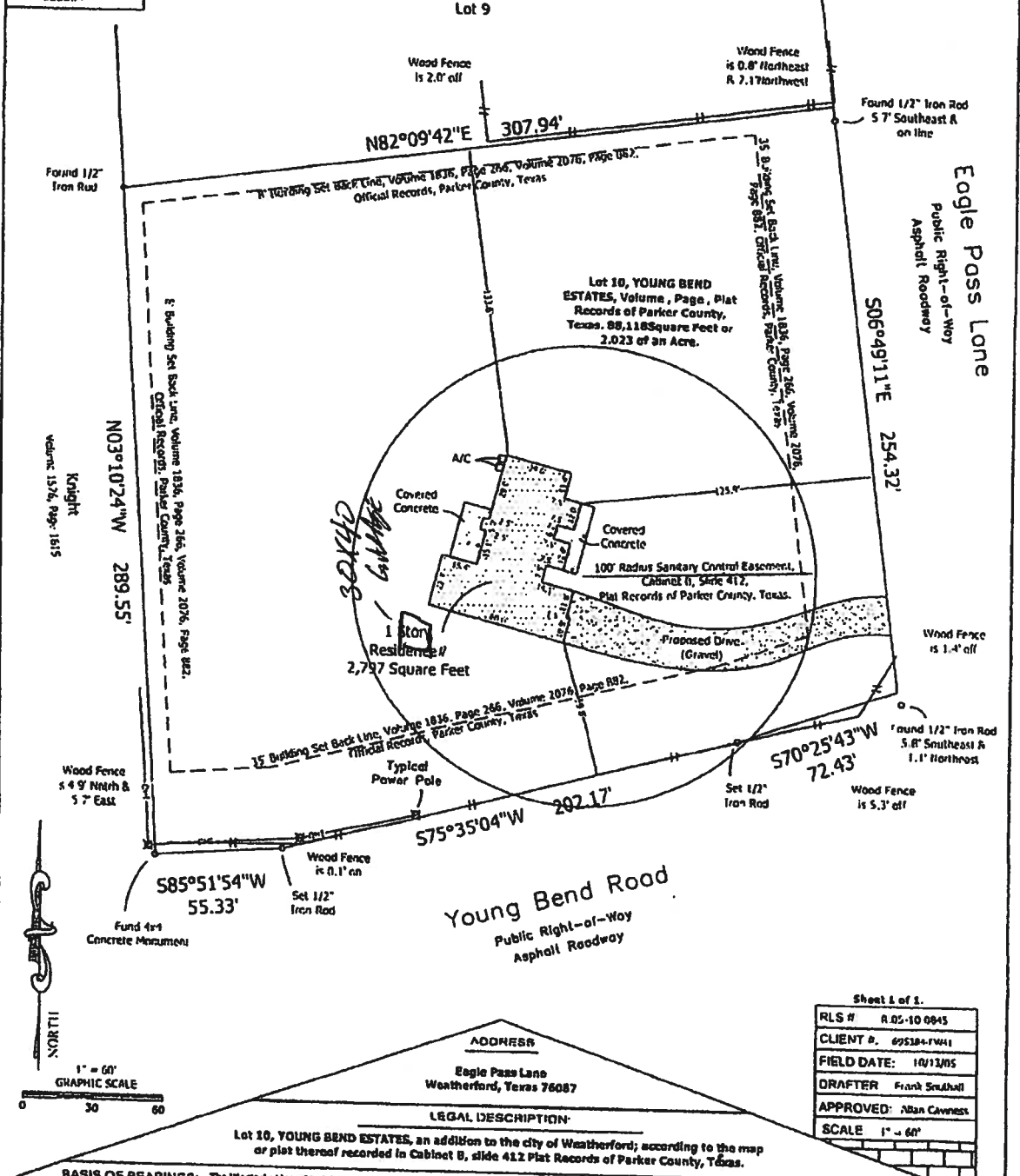
APPLICATION REVIEW REQUIREMENTS

- *Discuss with staff to review application requirements for your specific development.*
- *Application with **original** / notarized signatures of owner and applicant.*
- *Filing fee - \$100.00 plus notification fee and publication fee.*
- *Address and / or legal description (lot, block & subdivision) of property on 8 1/2" x 11".*
- *Signature of both owner and applicant on acknowledgement form (page 4).*
- ***Site plan drawing showing the existing structures, and proposed requested structure. Drainage and elevations may be required.***
- *Submit a letter describing the proposed Conditional use and note the request on the site plan document, describe or show on the site plan, and special requirements or conditions imposed upon the particular conditional use by applicable district regulations (example: buffer yards, distance between users), describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of other property in the neighborhood.*

Direct questions to Clerk at townclerk@brocktx.net or (817) 396-5333

Delivery and Correspondence Address **(By Appointment only)**
102 Houston Street, Suite 300
Weatherford, TX 76086

Boundary Survey
 695384
 695384



Sheet 1 of 1.

RLS #	R.05-10 0945
CLIENT #	695384-RW41
FIELD DATE:	10/11/05
DRAFTER	Frank Smithall
APPROVED:	Alan Cooverest
SCALE	1" = 60'

ADDRESS
 Eagle Pass Lane
 Weatherford, Texas 76087

LEGAL DESCRIPTION:
 Lot 10, YOUNG BEND ESTATES, an addition to the city of Weatherford; according to the map or plat thereof recorded in Cabinet B, slide 412 Plat Records of Parker County, Texas.

BASE OF BEARINGS: The Westerly Use of Lot 10, N 03°10'24" W.

LIST OF POSSIBLE ENCROACHMENTS: No apparent encroachments observed at time of survey.

COORDINATED BY:

RESIDENTIAL LAND SERVICES, INC.
an Equal Opportunity Company
 631 26TH AVENUE S.W.
 NORMAN, OKLAHOMA 73069
 FAX: (405) 765-1903
 PHONE: (405) 765-1100
 WWW.RLSOKLA.COM

William
Charles

SURVEYOR'S CERTIFICATE

I, Alan Cooverest, Texas Registered Professional Land Surveyor No. 4365, do hereby certify that the survey plat herein is a true and accurate representation of the property herein described, and do further state that the survey accurately depicts the substantial improvements of said property as located on the ground, and that there are no apparent encroachments on to said property by any such improvements except as shown herein.

NOTES

CERTIFIED TO: (AS FURNISHED)

First American Title Insurance Company
 Judith D. Smith Mortgage Group, Inc.
 William T. Schlessinger and Charlene C. Spornshiner

AC: AY Cooverest
 OMF: OMF Head Electric

STATE OF TEXAS
 REGISTERED

The proposed structure will be a garage/ work shop for personal use on private property in a plated subdivision. There is no evidence that this would cause any harm to home values in the area as many in the subdivision have similar structures already in place. If anything this would bring our property value more in line with values in the neighborhood. Also note that any increase in water runoff will stay on the property.

A handwritten signature in black ink, appearing to be "Jim [unclear]", written in a cursive style.

COMPROMISE AND SETTLEMENT AGREEMENT

THIS COMPROMISE AND SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is made by and among the City of Weatherford, Texas (“Weatherford”), the Town of Brock, Texas (“Brock”) and Parker County, Texas (“Parker County”). Weatherford, Brock and Parker County are collectively referred to herein as the “Parties.”

I. RECITALS

1. Weatherford is a home rule municipality organized under the laws of the State of Texas. Brock is a general law Type C municipality organized under the laws of the State of Texas. Parker County is a political subdivision of the State of Texas. Weatherford and Brock are located within Parker County, Texas, and in close proximity to one another.

2. Weatherford, Brock and Parker County are engaged in litigation over the validity of Brock’s incorporation and status as a Type C general law municipality and the location of the respective corporate boundaries and extraterritorial jurisdiction (“ETJ”) of Weatherford and Brock in a lawsuit styled *The City of Weatherford, Texas v. Parker County, Texas and the Town of Brock, Texas*, Cause No. CV17-0041, pending in the 415th Judicial District Court of Parker County, Texas, (the “Brock Action”).

3. The Parties acknowledge that Weatherford is engaged in boundary disputes with two other municipalities, Brock West and Dennis. Weatherford, Brock West and Dennis have previously agreed they will execute a similar Compromise Settlement Agreement with Exhibits.

4. The Parties have participated in mediation of their disputes and desire to settle those disputes by establishing agreements demarcating the existing and future boundaries and the ETJ of Brock and Weatherford relative to one another.

5. The Parties entered into a Rule 11 Agreement on March 31, 2017 evidencing their agreements to settle this dispute and to execute further documents necessary to formalize those agreements.

6. The Parties understand and agree that all of the claims of the Parties in the Brock Action are in dispute and that the Parties desire to settle such disputes by compromise to avoid the uncertainties, inconvenience and expense of further litigation. In entering into this Agreement, the Parties are not admitting liability, but are expressly denying liability.

II. **AGREEMENT**

For and in consideration of the recitals set forth above and the covenants contained herein, the adequacy and sufficiency of which consideration is admitted and acknowledged by the Parties, Weatherford, Brock and Parker County agree to settle and compromise their disputes concerning the corporate and ETJ boundaries of Weatherford and Brock relative to one another, and the claims in the Brock Action, upon the following terms and conditions:

A. General Provisions

7. The Parties acknowledge and agree that this Settlement Agreement is contingent upon the execution of the Boundary Agreement attached hereto as **Exhibit 1**, the passage of ordinances, and the timely performance of the actions required in those documents.

8. The Parties acknowledge and agree that they have agreed to the common boundary line between the Parties as depicted in **Exhibit 2** to this agreement.

9. The Parties acknowledge and agree that they have agreed to disannex corporate territory and release ETJ as depicted in **Exhibit 3** to this agreement.

10. Brock and Weatherford agree to enter into an interlocal providing that Brock shall apply development standards relating to masonry, landscaping and parking surface standards to new development of property within the area to be disannexed by Weatherford!

11. The Parties further agree that time is of the essence in the performance of this Agreement and that failure to perform the obligations in this Agreement, including the obligations contained in all Exhibits hereto, within the time periods prescribed shall render this Agreement null and void, except in circumstances where the time periods are extended by mutual written agreement signed by all of the Parties.

12. This Settlement Agreement, and all attachments hereto, must be approved, fully executed and fully performed by each Party on or before June 16, 2017 except in circumstances where the time periods are extended by mutual written agreement signed by the Parties. Each party shall approve this Settlement Agreement by passing an ordinance.

B. Boundary Agreement

13. Weatherford and Brock shall execute the Boundary Agreement in the form contained in **Exhibit 1 (“Boundary Agreement”)**, that establishes a permanent common boundary line separating the corporate limits and ETJ of Brock, on the one hand, from the corporate limits and ETJ of Weatherford, on the other, and which provides for the following:

a. In order to effect the allocation of territory contemplated by the Parties, there shall be established a permanent common boundary (“**Common Boundary Line**”) separating the territory of Weatherford from the territory of Brock, for the area generally described and depicted in **Exhibit 2**.

b. "Weatherford Territory" shall mean the area generally lying north and east of the Common Boundary Line continuously, as generally depicted on such **Exhibit 2**; and

c. "Brock Territory" shall mean the area generally lying south and west of the Common Boundary Line continuously, as generally depicted on such **Exhibit 2**.

d. Weatherford shall waive, relinquish and release any and all past, present or future claims, by ordinance, to the land lying in the Brock Territory. The Parties expressly agree, covenant, acknowledge and understand that the Brock Territory shall be subject to the sole control of Brock, its successors, assigns or any new entity that may be created or incorporated within the Brock Territory and Weatherford, its successors or assigns shall not directly or indirectly contest, encroach, or otherwise object or claim any rights thereto.

e. Brock shall waive, relinquish and release any and all past, present or future claims to the land lying in the Weatherford Territory, by ordinance. The Parties expressly agree, covenant, acknowledge and understand that the Weatherford Territory shall be subject to the sole control of Weatherford and that Brock, its successors, assigns or any new entity that may be created within the Brock Territory, shall not directly or indirectly contest, encroach or otherwise object or claim any rights thereto.

f. Parker County agrees and consents to the terms contained in the Boundary Agreement in the form attached as **Exhibit 1**.

g. The Boundary Agreement shall be executed and approved by ordinances passed by Weatherford and Brock, and the performance of the obligations by each Party required by the Boundary Agreement shall be completed on or before June 16, 2017

except in circumstances where the time periods are extended by mutual written agreement signed by the Parties.

C. Disannexations and Releases of ETJ

14. Weatherford and Brock covenant and agree to execute and adopt the ordinances necessary to accomplish the disannexations of corporate territory and relinquishments of ETJ required by this Agreement and the Boundary Agreement, as generally depicted in **Exhibit 3**, and the performance of the obligations by each Party required by those ordinances shall be completed on or before June 16, 2017 except in circumstances where the time periods are extended by mutual written agreement signed by the Parties. Parker County covenants and agrees to consent to the disannexation of corporate territory by Brock in conformity with Tex. Loc. Gov't Code section 43.146.

D. Dismissal of Lawsuit

15. The Parties shall file an Agreed Order of Dismissal in the Brock Action with the District Court of Parker County, Texas no later than ten (10) days after the completion of all actions required in paragraphs 12, 13 and 14 above.

E. Mutual Cooperation

16. Brock agrees that it shall not assist, directly or indirectly, any other person or entity (including but not limited to Brock West or Dennis) in any way in connection with any claim or defense asserted against or by Weatherford that relates to Weatherford Territory, as established by this Agreement and the Boundary Agreement, including expressly any attempted incorporation within Weatherford Territory, except as may be required by law. Weatherford agrees not to, directly or indirectly, assist any other person or entity in anyway in challenging,

contesting or claiming any of the Brock Territory, as established by this Agreement and the Boundary Agreement, except as may be required by law.

F. Releases

17. Upon Brock's full performance of all of its obligations under this this Agreement, Weatherford and Parker County, on behalf of themselves and their elected or appointed officials, representatives, departments, employees and attorneys hereby **RELEASE AND FOREVER DISCHARGE** Brock and its elected or appointed officials, representatives, departments, employees, attorneys, jointly and severally, each and all of them, whether acting in their official or individual capacities, of and from any and all claims, demands, damages, (pecuniary and non-pecuniary), actions, causes of action, attorneys' fees, expenses, court costs, compensation, all consequential or punitive damages, of whatever kind or nature, including all claims which were asserted or which could have been asserted in the Litigation, whether heretofore or hereafter accruing or whether now known or not known to the Parties in any way directly or indirectly related to or arising out of or relating to the incorporation of Brock, Weatherford's annexations, or the Brock Action that have occurred prior to the execution of this Agreement by the Parties.

18. Upon Parker County's full performance of all of its obligations under this this Agreement, Weatherford and Brock, on behalf of themselves and their elected or appointed officials, representatives, departments, employees and attorneys hereby **RELEASE AND FOREVER DISCHARGE** Parker County and its elected or appointed officials, representatives, departments, employees, attorneys, jointly and severally, each and all of them, whether acting in their official or individual capacities, of and from any and all claims, demands, damages, (pecuniary and non-pecuniary), actions, causes of action, attorneys' fees, expenses, court costs, compensation, all consequential or punitive damages, of whatever kind or nature, including all

claims which were asserted or which could have been asserted in the Litigation, whether heretofore or hereafter accruing or whether now known or not known to the Parties in any way directly or indirectly related to or arising out of or relating to the incorporation of Brock, Weatherford's annexations, or the Brock Action that have occurred prior to the execution of this Agreement by the Parties.

19. Upon Weatherford's full performance of all of its obligations under this Agreement, Brock and Parker County, on behalf of themselves and their elected or appointed officials, representatives, departments, employees and attorneys hereby **RELEASE AND FOREVER DISCHARGE** Weatherford and its elected or appointed officials, representatives, departments, employees, attorneys, jointly and severally, each and all of them, whether acting in their official or individual capacities, of and from any and all claims, demands, damages, (pecuniary and non-pecuniary), actions, causes of action, attorneys' fees, expenses, court costs, compensation, and all consequential or punitive damages, of whatever kind or nature, including all claims which were asserted or which could have been asserted in the Litigation, whether heretofore or hereafter accruing or whether now known or not known to the Parties in any way directly or indirectly related to or arising out of or relating to the incorporation of Brock, Weatherford's annexations, or the Brock Action that have occurred prior to execution of this Agreement by the Parties.

20. Notwithstanding the foregoing provisions of this Agreement, the Parties agree that they are not released or discharged from the terms and conditions of this Agreement, and the terms and conditions of this Agreement shall survive the releases described in paragraphs 17, 18 and 19.

G. Failure to Perform

21. In the event that Brock fails to timely perform all of the actions required by this Settlement Agreement, then Brock shall pay Weatherford for all reasonable and necessary attorney's fees and costs incurred by Weatherford in connection with the negotiating and preparation of the Settlement Documents. In the event that Weatherford fails to timely perform all of the actions required by this Settlement Agreement, then Weatherford shall pay Brock for all reasonable and necessary attorney's fees and costs incurred by Brock in connection with the negotiating and preparation of the Settlement Documents. Each party agrees that such fees and costs shall be capped at \$20,000 per party.

22. In the event that any Party fails to fully execute and timely perform the actions required by this Settlement Agreement, this Agreement together with the Boundary Agreement will become null and void. This provision is in addition to the provisions in paragraph 21, but does not affect the rights retained by the Parties in paragraph 23.

23. In the event that the actions required by this Settlement Agreement are not fully executed and timely performed by all parties and this Agreement becomes null and void, Brock, Parker County and Weatherford agree not to assert that any other party has waived any rights to claim any of their respective positions in the Brock Action and that no claim or defense is rendered moot by allowing the May 2017 Brock elections to go forward.

24. The towns of Brock West and Dennis signed letter agreements with Weatherford dated March 31, 2017 evidencing their respective agreements to settle all disputes between those entities. Brock and Weatherford acknowledge and agree that Weatherford will not receive the benefit of its bargain in agreeing to a common boundary line and releases of ETJ, unless Brock, Brock West and Dennis all timely execute and perform their settlement agreements and

boundary agreements with Weatherford. Therefore, in the event that Weatherford determines that Brock West and/or Dennis has failed to timely execute and perform their obligations under their respective settlement agreements and boundary agreements, Weatherford, will give the defaulting party or parties written notice specifying the defaults and affording the party or parties fourteen (14) days to cure such default. If the default is not cured within that timeframe, Weatherford may, in its sole discretion, declare this Settlement Agreement null and void. In the event that Weatherford declares this Settlement Agreement null and void under this paragraph, neither Weatherford nor Brock shall have any obligation to release territory or otherwise perform their obligations under this Settlement Agreement and Weatherford and Brock shall have absolutely no liability to each other under this Agreement. This release from liability includes, but is not limited to, a release of any payment obligations contained in paragraph 21 of this Agreement.

H. Additional Provisions

25. Each Party shall bear its own attorney's fees, expenses and costs associated with the Brock Action and this Agreement, except as provided in paragraph 21.

26. If the provisions of this Agreement, or any Exhibit to this Agreement, relating to the location of the Common Boundary Line or the extent of territory released by the Parties, is determined by a trial court of competent jurisdiction in a final judgment(s) to be invalid, illegal, or unenforceable for any reason, then this Agreement shall become null and void, unless Weatherford, Brock, Brock West and Dennis all agree in writing to reform this Agreement to conform with such judgment(s) within fourteen (14) days of the entry of such judgment.

27. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity released by this Agreement have been assigned to any third party and that this

Agreement is executed without reliance on any statement or representation made by any party which is not contained herein.

28. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors, assigns and any entity with whom Brock or Weatherford may merge with in the future.

29. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third party that is not a signatory to this Agreement.

30. This Agreement shall be governed by, construed and interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas, and exclusive venue of any dispute concerning or action arising under this Agreement shall be submitted in a state court of competent jurisdiction sitting in Parker County, Texas.

31. The prevailing party in any suit brought to enforce or interpret this Agreement shall be entitled to recover reasonable attorney's fees and costs in addition to any other available remedies or relief.

32. Statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact. The Recitals contained in this Agreement hereby are expressly incorporated into this Agreement by reference.

33. This Settlement Agreement and the exhibits hereto, constitute the entire agreement and understanding among the Parties with respect to any and all actual or potential claims that arise out of, or related to, the matters addressed in this Settlement Agreement. This Settlement Agreement supersedes all prior oral and written communications, agreements, arrangements and understandings (written or otherwise) with respect to the actual or potential claims, and no oral or written communication, representation or warranty, oral or written;

express or implied, has been made by or relied upon by any Party hereto, except as are expressly contained herein. This Settlement Agreement may not be modified, amended or altered in any way, or rescinded except by a writing executed and signed by all Parties.

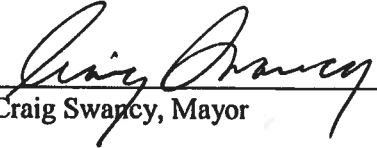
34. Each of the signatories to this Agreement represents and warrants that such signatory is authorized to execute this Agreement and bind the applicable Party to the terms and provisions hereof.

35. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.

36. Mutually agreed upon amendments to the executed Boundary Agreement by the Parties thereto shall have no effect on the validity or enforceability of any other provisions of this Agreement.

37. This Agreement may be enforced by any available remedy in law or in equity. Except as otherwise expressly provided in this Agreement, the Parties agree that they will not initiate any action to declare the terms of this Agreement invalid, illegal, non-enforceable or void; however, in the event of any breach of this Agreement by a Party, the non-breaching Party shall retain all remedies available to it in law or in equity.

CITY OF WEATHERFORD, TEXAS



Craig Swancy, Mayor


Date: 6-6-17

ATTEST:



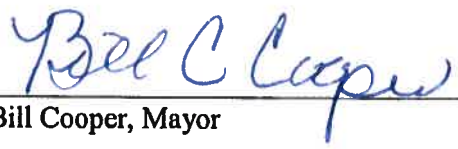
Malinda Nowell, City Secretary

APPROVED AS TO FORM:



Walter E. Zellers, City Attorney

TOWN OF BROCK, TEXAS



Bill Cooper, Mayor

Date: 6-5-17

ATTEST:



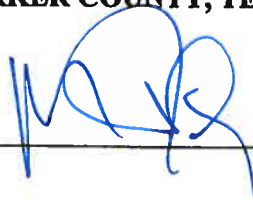
Lisa Bellamy, Acting Town Clerk

APPROVED AS TO FORM:



Sharon E. Hicks, Town Attorney

PARKER COUNTY, TEXAS



, (title)

Date: 6-12-2017

ATTEST:

APPROVED AS TO FORM:



Natalie Barnett, Parker County Attorney

Exhibit A to Boundary Agreement
Exhibit 2 to Settlement Agreement

Beginning at a point, said point being the intersection of east bank of the Brazos River and the south right-of-way line of Interstate Highway 20; thence proceeding generally in a northeasterly direction along the south right-of-way line of Interstate Highway 20 to the intersection of the west boundary line of Dennis Road; and thence proceeding generally in a southwesterly direction following such west boundary line of Dennis Road to the intersection of the west boundary line of FM 1189; and thence proceeding generally in a southerly direction following the west boundary line of FM 1189 to the intersection of the north boundary line of Old Dennis Road; and thence proceeding generally in a northeasterly direction following the north boundary line of Old Dennis Road to the intersection of the east boundary line of Hiner Road; and thence proceeding generally in a southwesterly direction following the east boundary line of Hiner Road to the north bank of the Brazos River; and thence proceeding generally in an easterly direction following the north bank of the Brazos River to a point in the west boundary line of Tin Top Road, said point being an ending point.

STATE OF TEXAS §
 §
COUNTY OF PARKER §

BOUNDARY AGREEMENT

This Boundary Agreement (“Agreement”) is made and entered into by and between the City of Weatherford, Texas (“Weatherford”) and the Town of Brock, Texas (“Brock”), collectively referred to as the “Parties.”

WHEREAS, a portion of Weatherford’s corporate territory and boundaries and extraterritorial limits and boundaries are contiguous with a portion of the territorial limits and boundaries of Brock; and

WHEREAS, these existing boundaries do not presently allow the efficient development and delivery of municipal services to the area; and

WHEREAS, the Parties desire to modify their mutual boundaries so as to allow more efficient development and delivery of municipal services to the area; and

WHEREAS, the Parties agree that to effect this agreement it is necessary for both Brock and Weatherford to discontinue corporate territory and for each Party to release and reduce extraterritorial jurisdiction; and

WHEREAS, the Parties acknowledge that the Brock and Weatherford corporate territory to be discontinued meets the requirements of Tex. Loc. Gov’t Code sections 43.142 and 43.144; and

WHEREAS, Parker County has consented to the discontinuance of Brock’s corporate territory pursuant to Tex. Loc. Gov’t Code section 43.147; and

WHEREAS, representatives of the Parties have agreed on a Compromise Settlement Agreement to resolve pending litigation among the Parties that provide, among other things, a mutually acceptable boundary which is in the best interest of the citizens of each Party; and

WHEREAS, the Parties understand that the Compromise Settlement Agreement is dependent on the approval of this Agreement between the Parties so as to confirm the territorial and extraterritorial limits and boundaries of each Party and that, if this Agreement is not approved by the Parties, the Compromise Settlement Agreement shall be void.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Weatherford and Brock agree as follows:

1. **Statement of Intent.** It is the intent of Weatherford and Brock to establish their present and future boundaries relative to one another according to a common boundary line. It is the express intent of the Parties to make this Agreement the final allocation among them regarding the territory depicted in **Exhibit B**, and hereinafter described, and to be bound by such allocation in the future.

2. **Common Boundary Line.** In order to effect the allocation of territory contemplated by the Parties, there shall be established a permanent common boundary (“**Common Boundary Line**”) separating the territory of Weatherford from the territory of Brock. A description and map of the Common Boundary Line are contained in **Exhibit A**.

a. “Weatherford Territory” shall mean the area generally lying north and east of the Common Boundary Line continuously, as generally depicted on **Exhibit A**; and

b. “Brock Territory” shall mean the area generally lying south and west of the Common Boundary Line continuously, as generally depicted on **Exhibit A**.

3. **Release of Claims and Discontinuance of Corporate Territory and Release of Extraterritorial Jurisdiction by Weatherford.** Weatherford shall relinquish and release all past, present or future claims to the land lying in Brock Territory, shall also discontinue corporate territory and shall release and reduce extraterritorial jurisdiction as depicted on **Exhibit B** attached hereto and incorporated by reference. The Parties expressly agree and understand that Brock Territory shall be subject to the sole control of Brock, its successors, assigns or any new entity that may be created or incorporated within the Brock Territory and Weatherford shall not directly or indirectly contest, encroach, or otherwise object or claim any rights thereto. These actions shall be accomplished in accordance with Tex. Loc. Gov’t Code section 42.023 and 43.142.

4. **Release of Claims and Discontinuance of Corporate Territory and Release of Extraterritorial Jurisdiction by Brock.** Brock shall relinquish and release all past, present or future claims to the land lying in Weatherford Territory. Brock shall also discontinue corporate territory and reduce extraterritorial jurisdiction as depicted on **Exhibit B** attached hereto and incorporated by reference. The Parties expressly agree and understand that Weatherford Territory shall be subject to the sole control of Weatherford and that Brock, its successors, assigns or any new entity that may be created within the Brock Territory, shall not directly or indirectly contest, encroach or otherwise object or claim any rights thereto. By its signature hereto, Parker County has agreed and consented to the terms contained in the Boundary Agreement. These actions shall be accomplished in accordance with Tex. Loc. Gov’t Code sections 42.023 and 43.144.

5. **Effect of Subsequent Events.** The annexation of territory by a Party to this Agreement, population increase, request for a voluntary annexation, or any other event that occurs within the territory of that Party, which would otherwise result in an expansion of ETJ into the territory of the other Party, shall have no effect on the territorial boundaries agreed to herein. The Party who would otherwise have ETJ within the territory of the other Party from such annexation or event shall not exercise or attempt to exercise any regulatory or other authority over the territory

of the other Party following such annexation or event and any attempt to do shall is hereby deemed to be void ab initio.

6. **Mutual Cooperation.** Neither Weatherford nor Brock shall assist any such third parties, directly or indirectly, except as may be required by law, in procuring or perfecting a claim to the territory of the other Party established under this Agreement. Further, each Party shall aid the defense of the other Party in any third-party claim challenging the validity of the Common Boundary Line or this Boundary Agreement.

7. **Contingencies.**

a. The Parties agree that this Boundary Agreement is being entered into based on a Compromise Settlement Agreement between the Parties. The Compromise Settlement Agreement is contingent on the approval of this Agreement by the governing bodies of the Parties. In the event that this Agreement is not approved, the Compromise Settlement Agreement shall be declared void by any party thereto.

b. The Parties further agree that the benefits to Weatherford under this Agreement relating to a common boundary line and demarcation of territory are dependent on the execution and performance of similar boundary agreements between Weatherford and the Towns of Brock West and Dennis, respectively. In the event that Brock West and/or Dennis fail to timely execute and perform their obligations under such boundary agreements, Weatherford in its sole discretion may declare this Boundary Agreement null and void, subject to the notice and cure provisions contained in paragraph 24 of the Compromise and Settlement Agreement. In such event, neither Weatherford nor Brock shall have any obligation to release territory or otherwise perform their obligations under this Boundary Agreement and Weatherford and Brock shall have absolutely no liability to each other under this Agreement.

8. **Effective Date.** Weatherford and Brock agree that this Agreement shall take effect only upon approval and adoption by ordinance by the governing bodies of Weatherford and Brock. The effective date shall be the last date of execution by any party, as of the last date of signing hereof.

9. **Defects in Description.** In the event that a defect may exist in the legal description of the territory in Exhibits A or B, no such defect shall be cause to invalidate any part of this Boundary Agreement, and the Parties shall cooperate fully and execute all documents necessary to correct any defect or insufficiency so as to give full effect to this agreement.

10. **Recordation.** This Agreement shall run with the land and shall bind the successors, assigns and successor entities of the Parties and shall be recorded in the records of Parker County, Texas.

11. **Joint Preparation.** This agreement shall be deemed to have been jointly prepared by all parties hereto, and no ambiguity of this agreement shall be construed against any party based upon the identity of the author of this agreement or any portion thereof.

12. **Jurisdiction and Venue.** This agreement shall be governed by, construed and interpreted, and the rights of the parties determined, in accordance with the laws of the State of Texas, and venue of any dispute concerning this agreement shall be tried in a state court of competent jurisdiction sitting in Parker County, Texas.

13. **Recitals.** Statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact. The recitals contained in this agreement hereby are expressly incorporated into this agreement by reference.

14. **Severability.** If all or any portion of provisions 2 through 4 of this Agreement is determined by a trial court of competent jurisdiction in a final judgment(s) to be invalid, illegal or unenforceable for any reason, then this Agreement shall become null and void, unless Weatherford, Brock, Brock West and Dennis all agree in writing to reform this agreement to conform with such judgment(s) within fourteen (14) days of the entry of such judgment.

15. **Authority.** Each of the signatories to this agreement represents and warrants that such signatory is authorized to execute this agreement and bind the applicable party to the terms and provisions hereof. Each party warrants that any action required to be taken in order for this agreement to be binding on it has been duly and properly taken prior to the execution of this agreement.

16. **Multiple Counterparts.** This agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.

17. **Amendment.** Mutually agreeable changes to this Agreement may be made by resolution or ordinance of the governing bodies of Weatherford and Brock.

18. **Remedies.** This Agreement may be enforced by any available remedy in law or in equity. Except as otherwise expressly provided in this Agreement, the Parties agree that they will not initiate any action to declare the terms of this Agreement invalid, illegal, non-enforceable or void; however, in the event of any breach of this Agreement by a Party, the non-breaching Party shall retain all remedies available to it in law or in equity.

CITY OF WEATHERFORD, TEXAS



Craig Swancy, Mayor

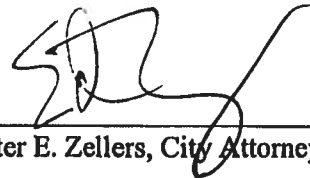
Date: 6-6-17

ATTEST:



Malinda Nowell, City Secretary

APPROVED AS TO FORM:



Walter E. Zellers, City Attorney

TOWN OF BROCK, TEXAS



Bill C. Cooper, Mayor

Date: 6-5-17

ATTEST:




Lisa Bellamy, Acting Town Clerk

APPROVED AS TO FORM:



Sharon E. Hicks, Town Attorney

PARKER COUNTY, TEXAS

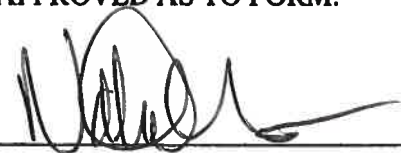


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Date: 6-12-2017

ATTEST:

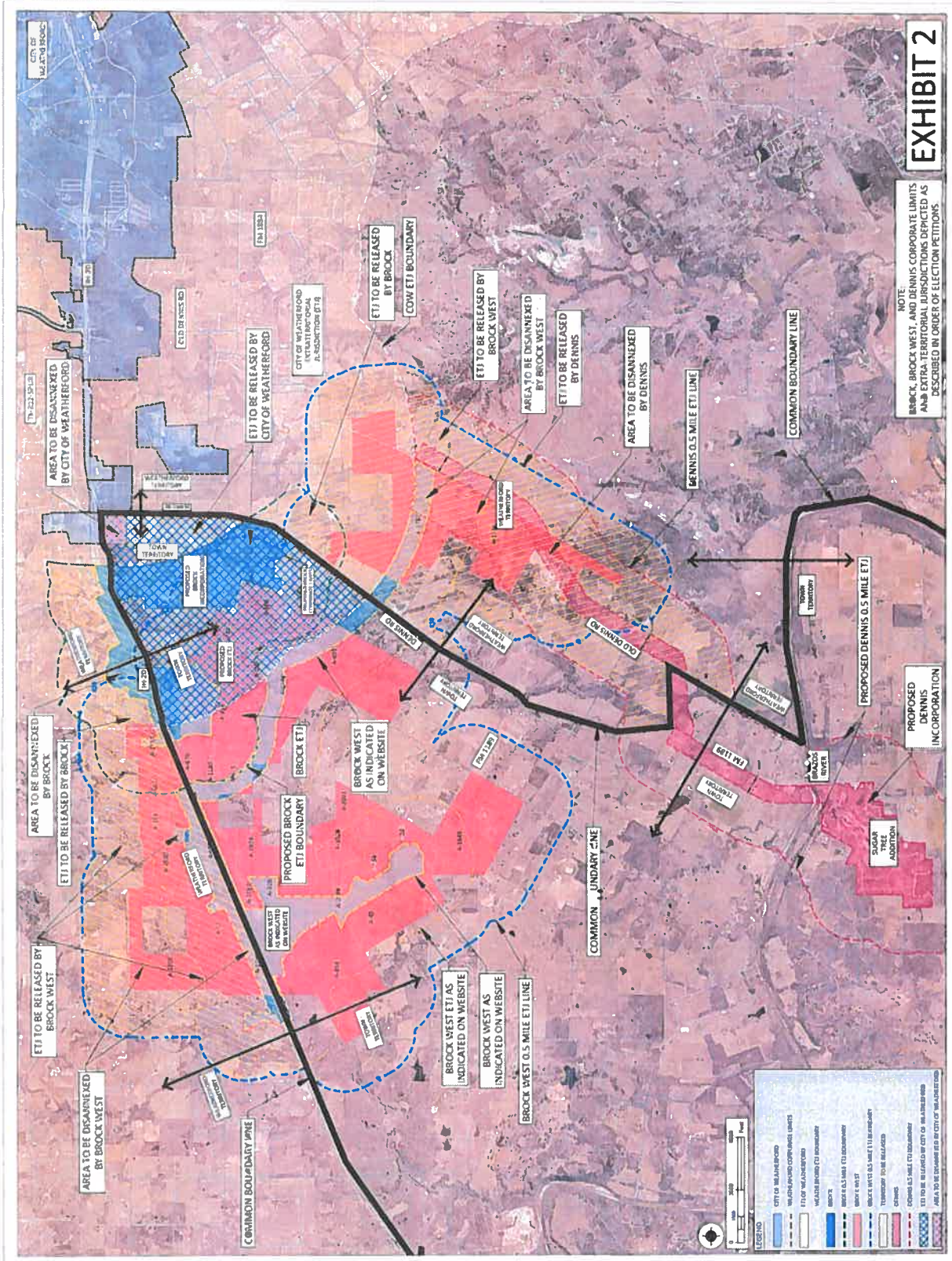
APPROVED AS TO FORM:



Natalie Barnett, Parker County Attorney

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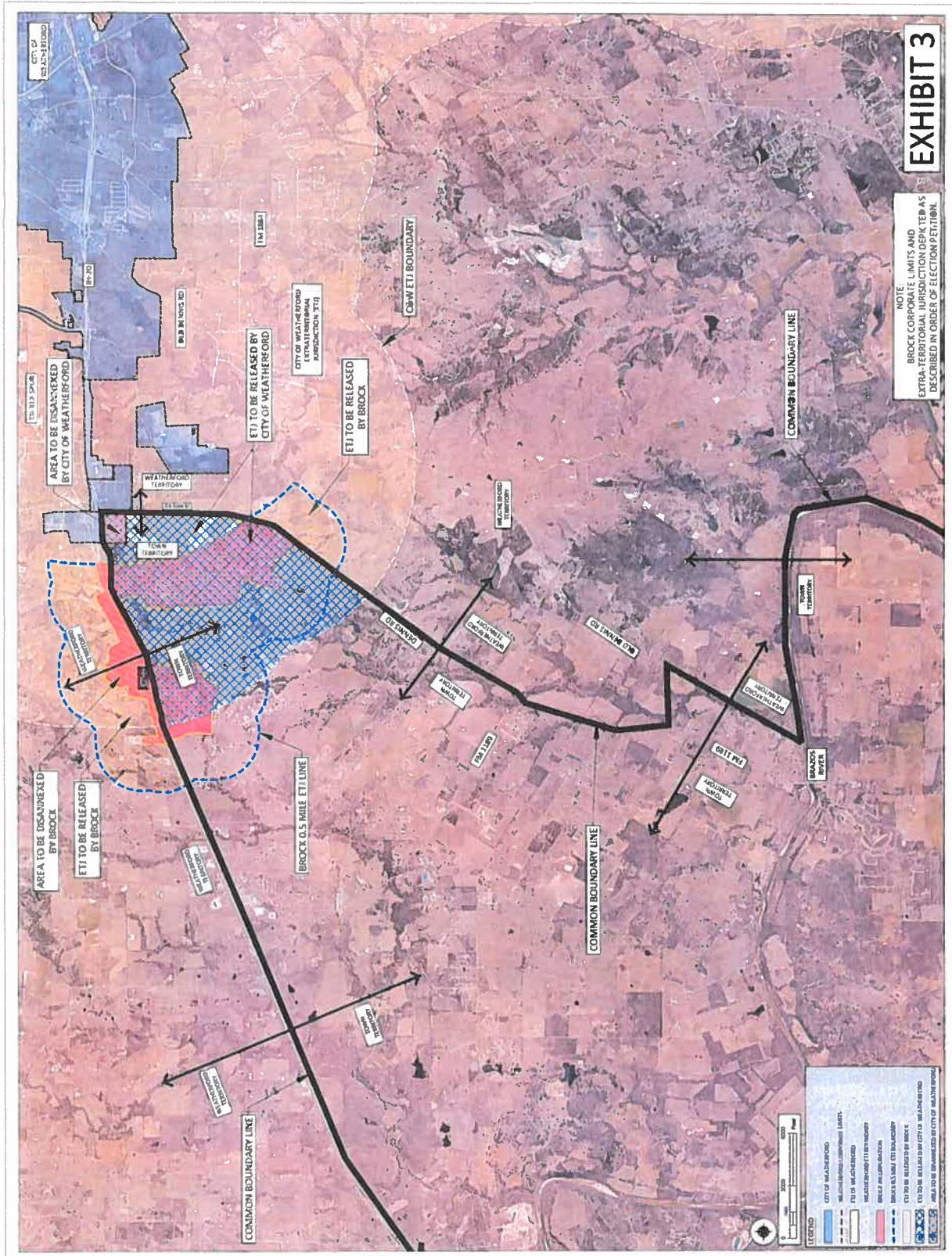


EXHIBIT 3

