

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**AMENDMENT TO ULTIMATE BOUNDARY LINE AGREEMENT**

**THIS AMENDMENT TO ULTIMATE BOUNDARY LINE AGREEMENT** ("Agreement") is entered into by and between the Town of Prosper, Texas ("Prosper"), and the City of McKinney, Texas ("McKinney"):

**WHEREAS**, on or about December 18, 2001, Prosper and McKinney, pursuant to Section 43.031 of the Texas Local Government Code (now recodified as Section 43.015 of the Texas Local Government Code), entered into an agreement relative to each municipality's ultimate boundary line; and

**WHEREAS**, with the realignment of Custer Road by the Texas Department of Transportation, the entrance into the Christie Farms development became further separated from the previous alignment of Custer Road, resulting in a small amount of property being located west of the new alignment of Custer Road but inside the corporate limits of McKinney; and

**WHEREAS**, it is the desire of Prosper and McKinney to clarify that Prosper may place certain improvements on the small tract of land located in McKinney but west of the new alignment of Custer Road ("Tract"), as depicted in attached Exhibit 1, incorporated by reference, subject to the terms contained herein; and

**WHEREAS**, Prosper and McKinney agree and acknowledge that nothing in this Agreement shall require Prosper to maintain any portion of Custer Road, with such maintenance responsibilities remaining with McKinney; and

**WHEREAS**, both Prosper and McKinney have determined that this Agreement relative to the Tract is in each party's best interests as well as in the best interests of the citizens.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting therefrom, Prosper and McKinney do hereby contract, covenant and agree as follows with respect to the Tract:

1. Prosper may place certain improvements on the Tract, including but not limited to street name signs, decorative poles with stop signs and/or streetlight(s), and it shall be the responsibility of Prosper to maintain such improvements. In the event that Prosper wishes to place other similar improvements on the Tract, Prosper shall inform McKinney of such improvements and the date(s) of the installation of such improvements on the Tract. Any additional improvements placed on the Tract by Prosper shall be maintained by Prosper.

2. Prosper acknowledges and agrees that it shall not unreasonably withhold a drive approach from the property north of Christie Farms Road and west of Custer Road.

3. Prosper and McKinney acknowledge that adjacent to their mutual jurisdictional boundaries (whether corporate limits or extraterritorial jurisdiction boundaries), there may exist small tracts of property, including but not limited to medians, rights-of-way, and easements, that may require or necessitate ongoing maintenance, mowing, installation of public facilities or structures, or similar responsibilities or action by either Prosper or McKinney. In such event, either Prosper or McKinney by letter agreement may mutually agree upon and assume such responsibilities or take other appropriate actions without the necessity of an amendment to this Agreement.

4. All remaining provisions of the 2001 Ultimate Boundary Line Agreement shall remain in full force and effect.

5. The persons signing this Agreement on behalf of the municipalities have been duly authorized and empowered to do so.

6. In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

7. In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

8. This Agreement may be filed in the real property records of Collin County, Texas.

9. This Agreement regarding shall take effect upon the date of passage by the Prosper Town Council or McKinney City Council, whichever date is later.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF  
PROSPER, TEXAS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Terrence S. Welch, Town Attorney

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
McKINNEY, TEXAS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
George Fuller, Mayor

**ATTEST:**

\_\_\_\_\_  
Empress Drane, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark S. Houser, City Attorney



# EXHIBIT 1

## Depiction of Tract

