

STATE OF TEXAS

§

MEMORANDUM OF UNDERSTANDING

COUNTY OF COLLIN

§

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This Memorandum of Understanding (“MOU”) is made by and between the City of Sachse, Texas (“Sachse”); Wylie, Texas (“Wylie”); and, Murphy, Texas (“Murphy”), (collectively, the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties desire to create a comprehensive regional trail system located in Collin County, Texas, by creating a new link between existing trails which shall be known as the Maxwell Creek Trail (“Trail”), as depicted in Exhibit “A” attached hereto; and

WHEREAS, the Trail currently begins at Breckenridge Park located in Richardson, Texas, then syncs up with an existing easement trail in Murphy;

WHEREAS, connectivity to an existing trail in Wylie is not possible because of the barrier created by the closed Maxwell Creek Landfill; and

WHEREAS, the Parties seek to resolve the connectivity issue by partnering with the North Texas Municipal Water District (“NTMWD”) to create a new connection across the Maxwell Creek Landfill to provide trail users with full connectivity of trails in the northeastern portion of the Metroplex;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Sachse Responsibilities. Subject to available funding, Sachse shall be responsible for the design and construction of the Trail over the closed Maxwell Creek Landfill with the connection being at McCreary Road and Woodbridge Parkway. NTMWD has granted Sachse full permission to use the Maxwell Creek Landfill for the Trail.
2. Murphy Responsibilities. Subject to available funding, Murphy shall be responsible for the design and construction for that portion of the Trail connecting with the Oncor easement located within Murphy’s city limits that crosses 5 Maxwell Creek Road then connects to McCreary Road.
3. Wylie Responsibilities. Subject to available funding, Wylie shall be responsible for the design and construction of that portion of the Trail connecting from Woodbridge Parkway to Hensley Lane leading to Founders Park.
4. Administrative Costs. The Parties desire to share the administrative costs incurred for the Maxwell Creek Trail project equally.

5. Miscellaneous.

5.1 This MOU constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

5.2 This MOU may be amended by mutual written agreement of the Parties.

5.3 Both Parties shall designate a representative to act on their behalf to negotiate or mediate any grievances that may arise between the Parties.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

EXECUTED this _____ day of _____, 2023.

City of Wylie, Texas

By: _____
Brent Parker, City Manager

EXECUTED this _____ day of _____, 2023.

City of Murphy, Texas

By: _____
Mike Castro, City Manager

EXHIBIT “A”
Trail Depiction

