

STATE OF TEXAS §

COUNTY OF COLLIN §

**INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT BETWEEN
THE CITIES OF LUCAS AND WYLIE**

WHEREAS, the City of Lucas, Texas (“Lucas”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

WHEREAS, the City of Wylie, Texas (“Wylie”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

WHEREAS, both Lucas and Wylie (collectively, “Parties”) are empowered to enter into agreements concerning their respective extraterritorial jurisdiction (“ETJ”) boundaries and corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act and Chapter 43 of the Texas Local Government Code, to enter into agreements with one another to perform governmental functions such as the determination of ETJ boundaries and corporate limit boundaries; and

WHEREAS, Lucas and Wylie are empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce their respective ETJ boundaries by ordinance or resolution; and

WHEREAS, Wylie is empowered pursuant to Section 43.003 of the Texas Local Government Code to fix its ETJ boundaries and corporate limit boundaries and to exchange area with other municipalities; and

WHEREAS, the Parties are empowered pursuant to Section 43.015 of the Local Government Code to make mutually agreeable changes in the boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Lucas and Wylie share common boundaries; and

WHEREAS, Lucas and Wylie have identified an area that is within Lucas’ ETJ, consisting of approximately Three Hundred and Twenty (320) acres of land, the depiction of which is attached hereto ***Exhibit A*** and incorporated herein for all purposes (collectively, the “Property”); and

WHEREAS, the Parties desire to identify a mutually agreeable ETJ boundary between the two communities, and provide a mechanism designed to ensure, to the extent legally permissible,

that both cities have agreed upon boundaries upon which they can rely so that each city may have certainty in its respective planning and development decisions for these areas; and

WHEREAS, the Parties agree that it is in the best interests of the residents of their respective communities to establish a mutually agreeable ETJ boundary; and

WHEREAS, the Parties have determined that this Boundary Adjustment Agreement Between the Cities of Lucas and Wylie (“Agreement”) is in each party’s best interests, as well as in the best interests of their respective citizens, and that this Agreement concerns only the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Lucas and Wylie do hereby contract, covenant and agree as follows with respect to the Property:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the date of the last party to execute this Agreement (the “Effective Date”) and shall remain in effect in perpetuity, to the extent authorized by law, until and unless terminated by agreement of the Parties.

SECTION 3. AGREEMENT

The Parties hereby agree to establish and recognize the new extraterritorial jurisdiction boundary delineated by the dashed boundary lines as shown in ***Exhibit B*** as attached hereto. Lucas, through this Agreement, hereby releases, relinquishes, waives, and discontinues any claim, jurisdiction, or entitlement to the Property as being within Lucas’ ETJ as a result of the herein described boundary adjustment, to the extent that any such claim, jurisdiction, or entitlement existed as of the Effective Date of this Agreement.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

A. The persons signing this Agreement on behalf of the cities have been duly authorized and empowered to do so by a vote of their respective governing bodies and the passage of an appropriate ordinance. The adoption of any such ordinance or the performance of any other

action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the parties against the other, unless and until such time as both parties have adopted such an ordinance or taken such other necessary acts as mirror the other's acts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

B. This Agreement may not be assigned. It embodies the entire agreement between the Parties and may not be amended except in writing.

C. 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.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

E. This Agreement shall supersede and replace any and all prior agreements between the Parties regarding the matters addressed in this Agreement to the extent of any conflict between this Agreement and any such prior agreements.

F. The Parties agree that Lucas shall have no obligations to provide municipal services to or otherwise exert jurisdiction over the Property, it being the parties' intent that Wylie has the right and obligation to provide municipal services to the Property, subject to ordinances and regulations of Wylie and Texas law.

G. Lucas hereby waives all of its jurisdiction, if any, in or to the Property. It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this Agreement and shall not constitute a waiver of any right, including ETJ rights, which either party may be able to assert against any other municipality. The Parties agree that nothing in this Agreement releases, relinquishes, diminishes, waives or lessens in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or jurisdictional claims made by the other party, not related to the Property.

H. This Agreement is for the benefit of the parties, and does not and shall not confer or extend any benefit or privilege to any third party.

EXECUTED this the _____ day of _____ 2025.

ATTEST:

CITY OF LUCAS, TEXAS

Toshia Kimball, City Secretary

John Whitsell, City Manager

ATTEST:

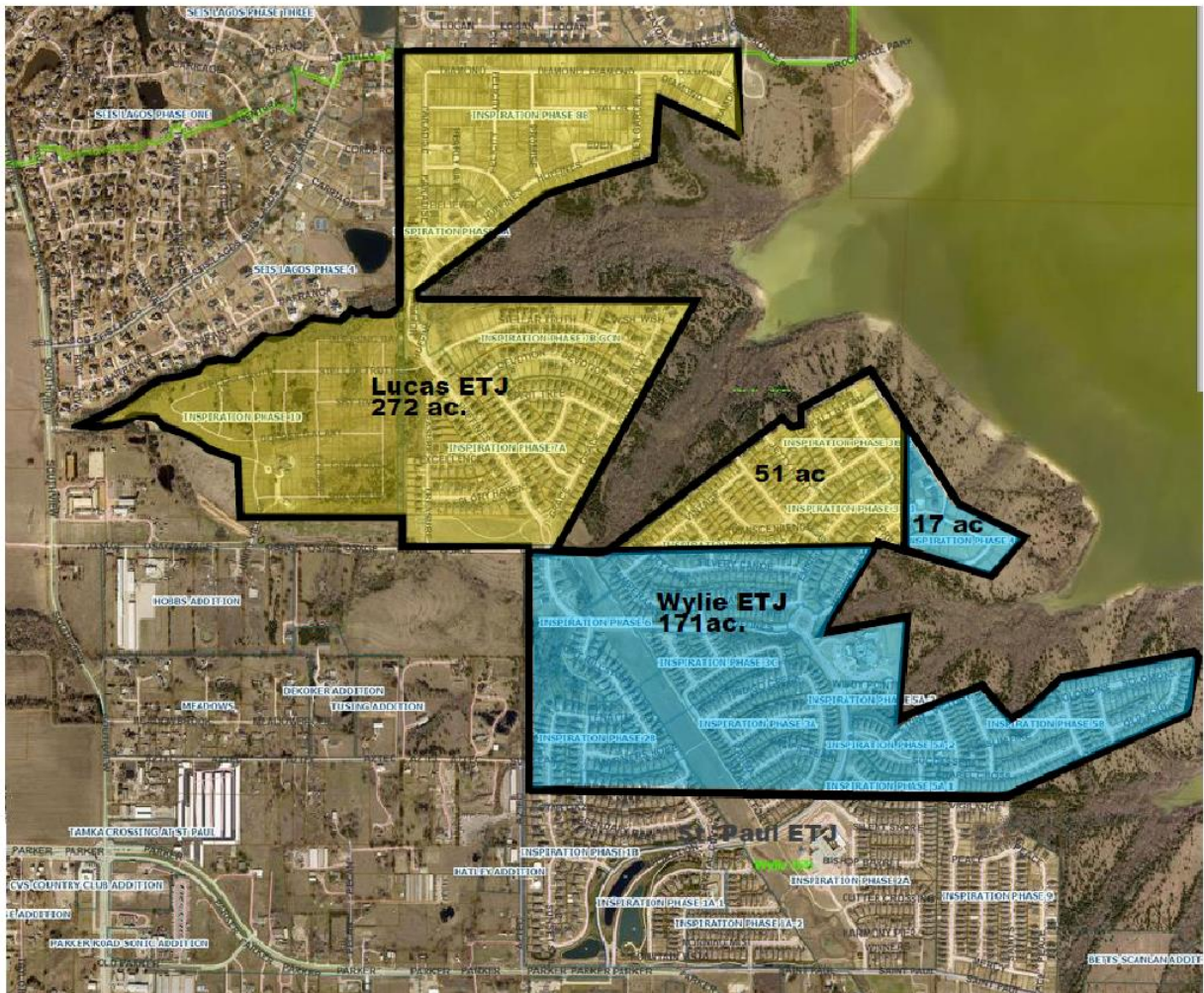
CITY OF WYLIE, TEXAS

Stephanie Storm, City Secretary

Matthew Porter, Mayor

EXHIBIT A

CURRENT INSPIRATION ETJ BOUNDARY MAP & Legal Descriptions



Subdivision	ETJ	Total SF Lots	Total Open Space Lots	Total Acreage	Lucas Acreage	Lucas SF Lots	Lucas Open Space Lots	Wylie Acres Only*	Wylie SF Lots	Wylie Open Space Lots
Inspiration Phase 3B-1	Lucas/Wylie	199	8	58.977	30.377	87	2	28.6	112	4
Inspiration Phase 3B-2	Lucas/Wylie	48	1	14.143	13.200	42	1	0.943	4	0
Inspiration Phase 3B-3	Lucas	10	0	8.017	8.017	10	0	0	0	0
Inspiration Phase 3C	Wylie	54	3	16.431				16.431	54	3
Inspiration Phase 4A	Wylie/Lucas	29	4	16.832	11.132	6	4	5.7	23	0
Inspiration Phase 4B	Wylie	19	1	8.85				8.85	19	1
Inspiration Phase 5A-2	Wylie	30	4	7.753				7.753	30	4
Inspiration Phase 5A-3	Wylie	5	2	3.125				3.125	5	2
Inspiration Phase 5B	Wylie	170	7	39.465				39.465	170	7
Inspiration Phase 6	Wylie	29	6	21.561				21.561	29	6
Inspiration Phase 7A	Lucas	152	7	65.205	65.205	152	7	0	0	0
Inspiration Phase 7B	Lucas	106	7	35.834	35.834	106	7	0	0	0
Inspiration Phase 8A	Lucas	38	6	13.961	13.961	38	6	0	0	0
Inspiration Phase 8B	Lucas	231	13	74.914	74.914	231	13	0	0	0
Inspiration Phase 10	Lucas	287	8	73.159	73.159	287	8	0	0	0
		1414	75	454.227	323.799	968	48	130.428	446	27

EXHIBIT B
NEW WYLIE INSPIRATION
ETJ BOUNDARY MAP

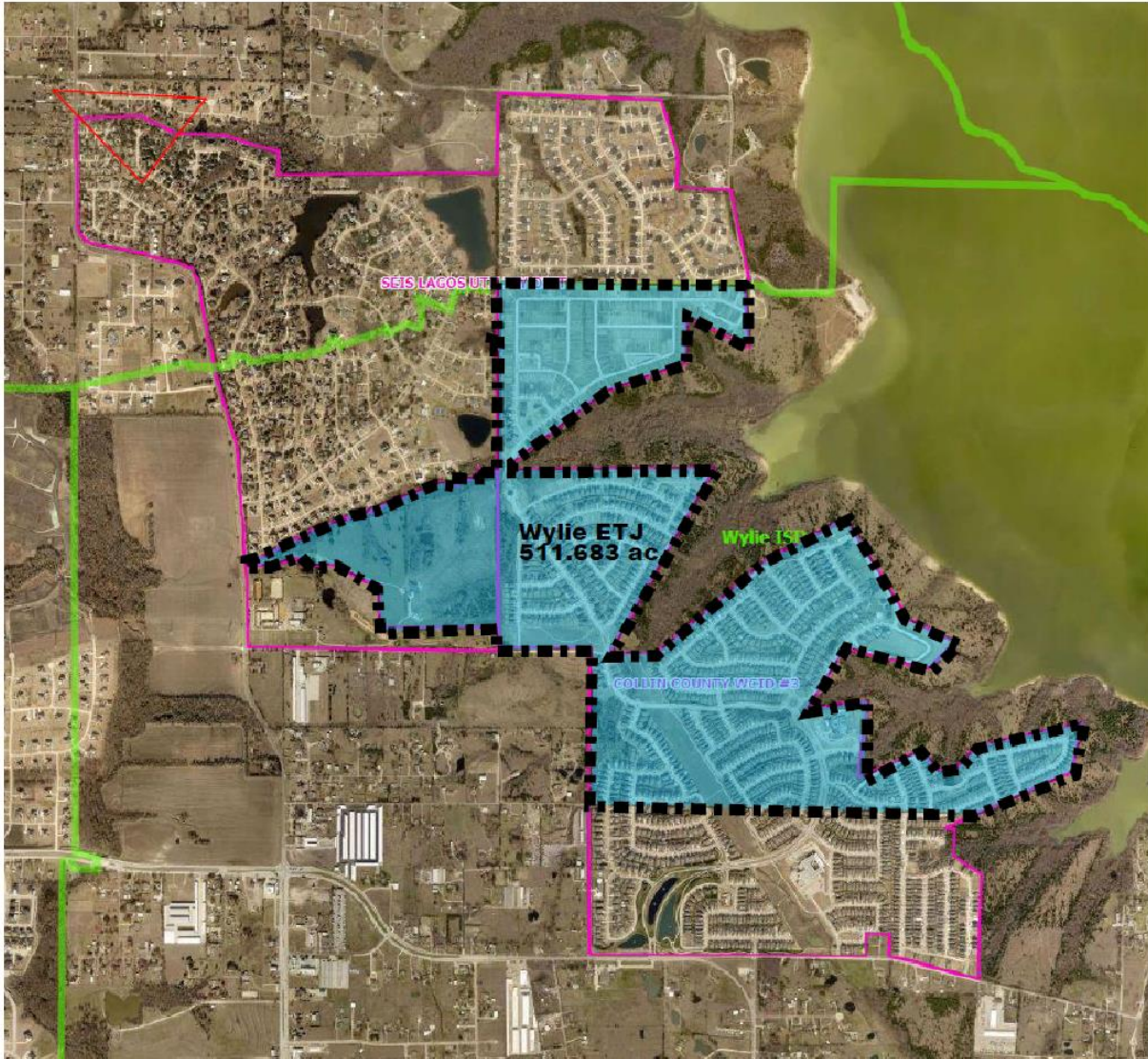


EXHIBIT B
NEW WYLIE INSPIRATION ETJ LOT BREAKDOWN

<u>Subdivision</u>	ETJ	Ttl Lots	Ttl Acreage
Inspiration Phase 2B	Wylie	58	19.8
Inspiration Phase 3A	Wylie	110	37.1
Inspiration Phase 3B-1	Wylie	205	56.977
Inspiration Phase 3B-2	Wylie	47	14.143
Inspiration Phase 3B-3	Wylie	19	6.017
Inspiration Phase 3C	Wylie	57	16.431
Inspiration Phase 4A	Wylie	33	16.832
Inspiration Phase 4B	Wylie	20	8.85
Inspiration Phase 5A-1	Wylie	2	0.556
Inspiration Phase 5A-2	Wylie	34	7.753
Inspiration Phase 5A-3	Wylie	7	3.125
Inspiration Phase 5B	Wylie	177	39.465
Inspiration Phase 6	Wylie	35	21.561
Inspiration Phase 7A	Wylie	159	65.205
Inspiration Phase 7B	Wylie	113	35.834
Inspiration Phase 8A	Wylie	44	13.961
Inspiration Phase 8B	Wylie	244	74.914
Inspiration Phase 10	Wylie	295	73.159
		1659	511.683