

**RESOLUTION NO. 2021-09-\_\_\_\_ (R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,  
TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
INTERLOCAL COOPERATION AND SETTLEMENT AGREEMENT  
REGARDING EXTRATERRITORIAL JURISDICTIONAL BOUNDARIES  
WITH THE TOWN OF NEW HOPE**

**WHEREAS**, McKinney is a Home-Rule municipality in Collin County, Texas, with more than 100,000 inhabitants; and

**WHEREAS**, New Hope is a Type B General Law municipality in Collin County, Texas, with fewer than 5,000 inhabitants; and

**WHEREAS**, the extraterritorial jurisdiction (“ETJ”) of McKinney surrounds New Hope’s corporate limits; and

**WHEREAS**, pursuant to Section 43.003 of the Texas Local Government Code and Section 791.001, *et seq.*, of the Texas Government Code, the Parties are authorized and empowered to fix their boundaries and exchange area with other municipalities, and pursuant to Section 43.015 of the Texas Local Government Code may make mutually agreeable changes in their boundaries that are less than 1,000 feet in width; and

**WHEREAS**, the Parties are further empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce their ETJ by ordinance or resolution; and

**WHEREAS**, New Hope has reviewed its corporate boundaries and ETJ based on its population and designation as a Type B General Law Municipality and the principles set forth in Chapter 42 of the Texas Local Government Code to determine which areas it believes would be better served by the municipal services of McKinney; and

**WHEREAS**, McKinney has reviewed its corporate boundaries and ETJ based on its population and designation as a Home-Rule Charter Municipality and the principles set forth in Chapter 42 of the Texas Local Government Code to determine which areas it believes would be better served by the municipal services of New Hope; and

**WHEREAS**, the Cities find and determine it necessary for the health, safety, and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the ETJ; and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one

or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the City Council of the City of McKinney, Texas, hereby authorizes the City Manager to execute an interlocal ETJ boundary agreement with the Town of New Hope that addresses and avoids potential conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future ETJ, and the potential for litigation involving the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:**

Section 1. The City Council of the City of McKinney, Texas, has considered the proposed Interlocal Cooperation and Settlement Agreement (Exhibit A) establishing the location of the ETJ boundary between McKinney and the Town of New Hope and authorizes the City Manager to execute said agreement.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 7<sup>TH</sup> DAY OF SEPTEMBER, 2021.**

CITY OF MCKINNEY, TEXAS

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GEORGE C. FULLER, Mayor

ATTEST:

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EMPRESS DRANE, City Secretary  
JOSHUA STEVENSON, Deputy City Secretary

APPROVED AS TO FORM:

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MARK S. HOUSER, City Attorney

## RESOLUTION EXHIBIT A

### AFTER RECORDING, RETURN TO:

City Secretary  
City of McKinney  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, Texas 75069

Town Secretary  
Town of New Hope  
121 Rockcrest Road  
New Hope, Texas 75071

### **INTERLOCAL COOPERATION AND SETTLEMENT AGREEMENT REGARDING EXTRATERRITORIAL JURISDICTIONAL BOUNDARIES BY AND BETWEEN THE CITY OF MCKINNEY AND THE TOWN OF NEW HOPE**

**THIS INTERLOCAL COOPERATION AGREEMENT** regarding jurisdictional boundaries is made and entered into by and between the City of McKinney, Texas (hereinafter “McKinney”) and the Town of New Hope, Texas (hereinafter “New Hope”), which cities are collectively referred to as the “Parties.”

**WHEREAS**, McKinney is a Home-Rule municipality in Collin County, Texas, with more than 100,000 inhabitants; and

**WHEREAS**, New Hope is a Type B General Law municipality in Collin County, Texas, with fewer than 5,000 inhabitants; and

**WHEREAS**, the extraterritorial jurisdiction (“ETJ”) of McKinney surrounds New Hope’s corporate limits; and

**WHEREAS**, pursuant to Section 43.003 of the Local Government Code and Section 791.001, *et seq.*, of the Texas Government Code, the Parties are authorized and empowered to fix their boundaries and exchange area with other municipalities, and pursuant to Section 43.015 of the Local Government Code may make mutually agreeable changes in their boundaries that are less than 1,000 feet in width; and

**WHEREAS**, the Parties are further empowered pursuant to Section 42.023 of the Local Government Code to reduce their extraterritorial jurisdiction by ordinance or resolution; and

**WHEREAS**, the Parties seek to address and avoid potential conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future ETJ, and the potential for litigation involving the same; and

**WHEREAS**, the Parties desire to adopt the Map attached hereto as Exhibit “A,” and incorporated herein by reference for all purposes allowed by law, showing generally their respective boundaries and proposed ETJ as such Areas identified herein as Areas A, B, and C are more particularly described by metes and bounds and depicted in Exhibit “B” and Exhibit “C,” and Exhibit “D,” respectively, which Exhibits are also attached hereto and incorporated herein by reference for all purposes allowed by law; and

**WHEREAS**, New Hope has reviewed its corporate boundaries and ETJ based on its population and designation as a Type B General Law Municipality, and the principles set forth in Chapter 42 of the Texas Local Government Code to determine which areas it believes would be better served by the municipal services of McKinney; and

**WHEREAS**, McKinney has reviewed its corporate boundaries and ETJ based on its population and designation as a Home-Rule Charter Municipality, the principles set forth in Chapter 42 of the Texas Local Government Code to determine which areas it believes would be better served by the municipal services of New Hope; and

**WHEREAS**, the Cities find and determine it necessary for the health, safety, and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the ETJ; and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the Parties wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and have determined that this Agreement is in each party’s best interests as well as in the best interests of the citizens.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, McKinney and New Hope agree as follows:

**Article 1: Recitals Incorporated**

1.01 All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**Article 2: Definitions**

2.01 “Boundary Line(s)” means the lines surrounding, enclosing, and identifying the area(s) within the Parties’ respective corporate limits and ETJ limits as depicted on the Map attached hereto and incorporated herein as Exhibit “A.”

- 2.02 “CR 406 Section” means that ten-foot-wide section of land which abuts the western side of the north-south segment of County Road 406 that runs upon, over and along the eastern boundary of Area B and particularly approximately ten feet in width that runs between north and south along the eastern boundaries of those tracts of land identified by Collin Central Appraisal District as Property ID Numbers 2803326, 2120043, 2111511, 2687912, and 1514597 (the “Subject Properties”). The CR 406 Section is generally depicted as the green strip of land located on the eastern side of the Subject Properties that are contained within a red outlined box depicted on Exhibit “E,” attached hereto and incorporated herein by reference for all purposes allowed by law. The CR 406 Section is situated entirely within the corporate limits of McKinney as it was previously annexed into McKinney’s corporate limits. Nothing contained in this Agreement is intended to nor shall it be interpreted as releasing the CR 406 Section from the corporate limits of McKinney.
- 2.03 “Jurisdictional Authority” means a municipality’s right or ability to regulate one or more conditions or uses within the Territory situated within its corporate limits or ETJ, as defined by state law, provided that such Territory is not within the corporate limits or ETJ of another municipality consistent with this Agreement and as depicted on Exhibit “A.”
- 2.04 “Territory” means one or more of the distinct areas identified as Area A, Area B, or Area C situated within the Boundary Line(s) depicted on the Map attached hereto and incorporated herein as Exhibit “A” or as depicted and described in Exhibits “B,” “C,” and “D” over which one of the Parties has now or may hereafter obtain jurisdictional authority, except as otherwise specifically called out in this Agreement.

### **Article 3: Boundary Delineation**

- 3.01 McKinney and New Hope hereby agree to establish the Boundary Lines along the perimeter of Area A, Area B, and Area C, as generally depicted on Exhibit “A” and more specifically described by metes and bounds and depicted in Exhibit “B” regarding Area A, Exhibit “C” regarding Area B and Exhibit “D” regarding Area C, all of which Exhibits are attached hereto and which Boundary Lines shall be the dividing lines between the two Parties for purposes of establishing Jurisdictional Authority as provided in this Agreement.
- 3.02 Area A
- 3.02.1 New Hope and McKinney hereby agree that the Territory identified as Area A on Exhibit “A” as it is more particularly depicted and described on Exhibit “B” can be better served by the municipal services of McKinney.
- 3.02.2 New Hope does hereby expressly abandon and relinquish Jurisdictional Authority, if any, over the Territory identified as Area A on Exhibit “A” as it is more specifically depicted and described on Exhibit “B” in favor of McKinney.

3.02.3 New Hope hereby agrees that McKinney shall hereafter have and possess Jurisdictional Authority over the Territory identified as Area A and depicted and more fully described on Exhibit “B.”

3.02.4 New Hope further agrees it shall not from and after the date of this Agreement extend its Jurisdictional Authority into the Territory identified as Area A and depicted and more fully described on Exhibit “B.”

### 3.03 Area B

3.03.1 New Hope and McKinney hereby agree that the Territory identified as Area B on Exhibit “A” as it is more particularly depicted and more fully described on Exhibit “C” **save and except** the CR 406 Section can be better served by the municipal services of New Hope.

3.03.2 McKinney does hereby expressly abandon and relinquish Jurisdictional Authority, if any, over the Territory identified as Area B on Exhibit “A” as it is more particularly depicted and more fully described on Exhibit “C” in favor of New Hope **save and except** the CR 406 Section that is depicted on Exhibit “E.”

3.03.3 McKinney hereby specifically reserves Jurisdictional Authority over the CR 406 Section of Area B as the CR 406 Section that is depicted on Exhibit “E.”

3.03.4 McKinney hereby agrees and authorizes New Hope to exercise McKinney’s right and authority to regulate the platting of property, the permitting of necessary infrastructure to serve property, and the permitting of construction activities within the Territory defined herein as the CR 406 Section.

3.03.5 McKinney hereby further agrees that New Hope may, to the extent permitted by law, exercise Jurisdictional Authority over the balance of Area B that is not included in the CR 406 Section.

3.03.6 McKinney further agrees it shall not from and after the date of this Agreement extend its Jurisdictional Authority into the Territory identified as Area B **save and except** that portion of Area B identified as the CR 406 Section.

3.03.7 McKinney will continue to exercise Jurisdictional Authority over that portion of Area B identified as the CR 406 Section except as otherwise provided in Section 3.03.4, above.

### 3.04 Area C

3.04.1 New Hope and McKinney hereby agree that the Territory identified as Area C on Exhibit "A" as it is more specifically depicted and more fully described on Exhibit "D" can be better served by the municipal services of New Hope.

3.04.2 McKinney does hereby expressly abandon and relinquish Jurisdictional Authority, if any, over the Territory identified as Area C on Exhibit "A" as it is more particularly depicted and more fully described on Exhibit "D" in favor of New Hope.

3.04.3 McKinney hereby agrees that New Hope may, to the extent permitted by law, exercise Jurisdictional Authority over Area C.

3.04.4 McKinney further agrees it shall not from and after the date of this Agreement extend its Jurisdictional Authority into the Territory identified as Area C.

#### **Article 4: Events of Default**

4.01 New Hope shall be in default of this Agreement if New Hope proposes to extend, or attempts to extend, or extends its Jurisdictional Authority in any way, shape or form beyond the Territory specifically identified hereinabove and into any other Territory or area, part or portion of the ETJ and/or the corporate limits of McKinney specifically including but not limited to the CR 406 Section (collectively "Unauthorized Areas") without the advance written consent and concurrence of the City Council of the City of McKinney, Texas. Any of the following acts, by way of illustration and not limitation, shall constitute an event of default under this Agreement:

A. Sending out letters, posting signs, placing notices in a newspaper of general circulation, posting a notice or agenda for any board, commission or council, or communicating in any other way, shape or form to persons and parties indicating New Hope will take or receive public input and or consider, discuss or act regarding any plan(s) to regulate one or more conditions or uses within the Unauthorized Areas including any development-related regulation including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and/or

B. Considering, approving, adopting, or undertaking any action, activity, contract, memorandum of understanding, resolution, ordinance, plan, or proposal regarding, relating to, involving, or impacting in any way, shape or form the regulation of one or more conditions or uses within the Unauthorized Areas including any development-related regulation(s) including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and

C. Failure or refusal by New Hope to take all actions that may be required to cure New Hope's default of this Agreement within thirty (30) days after receipt of written notice from

the City of McKinney identifying the act or acts performed or committed by New Hope that constituted an event of default of this Agreement.

4.02 Notwithstanding the provisions of Section 4.01, above, it shall not be a breach of this Agreement for New Hope to perform the following acts:

- A. Sending out letters, posting signs, placing notice in a newspaper of general circulation, posting a notice or agenda for any board, commission or council, or communicating in any other way, shape or form to persons and parties indicating New Hope will take or receive public input and or consider, discuss or act regarding any plan(s) to regulate one or more conditions or uses within the CR 406 Section regarding platting, permitting, and construction within and about or otherwise impacting the CR 406 Section; and/or
- B. Considering, approving, adopting, or undertaking any action, activity, contract, memorandum of understanding, resolution, ordinance, plan, or proposal regarding, relating to, involving, or impacting in any way, shape or form the regulation of one or more conditions or uses within the CR 406 Section regarding platting, permitting, and construction within and about or otherwise impacting the CR 406 Section.

4.03 McKinney shall be in default of this Agreement if McKinney proposes to extend, or attempts, or extends its Jurisdictional Authority in any way, shape or form into the Territory specifically depicted and more fully described on Exhibits "C" and "D," other than the CR 406 Section, and/or the corporate limits of New Hope (collectively "Unauthorized Areas") without the advance written consent and concurrence of the Town Council of the Town of New Hope, Texas. Any of the following acts, by way of illustration and not limitation, shall constitute an event of default:

- A. Sending out letters, posting signs, placing notice in a newspaper of general circulation, posting a notice or agenda for any board, commission or council, or communicating in any other way, shape or form to persons and parties indicating McKinney will take or receive public input and or consider, discuss or act regarding any plan(s) to regulate one or more conditions or uses within the Unauthorized Areas including any development-related regulation including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and/or
- B. Considering, approving, adopting, or undertaking any action, activity, contract, memorandum of understanding, resolution, ordinance, plan, or proposal regarding, relating to, involving, or impacting in any way, shape or form the regulation of one or more conditions or uses within the Unauthorized Areas including any development-related regulation(s) including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and
- C. Failure or refusal by McKinney to take all actions that may be required to cure McKinney's default of this Agreement within thirty (30) days after receipt of written notice from the Town of New Hope identifying the act or acts performed or committed by McKinney that constituted an event of default of this Agreement.



**Article 5: Effect of Default**

5.01 By New Hope

5.01.1 In the event of default under Article 4 by New Hope, this Agreement shall immediately terminate, New Hope shall lose all right and ability to exercise or assert Jurisdictional Authority (as applicable) over the Territory described and depicted in Exhibits “C” and “D” attached hereto and incorporated herein by reference, and the Territory described and depicted in Exhibits “C” and “D” shall immediately revert to the corporate limits and/or ETJ of McKinney.

5.01.2 In addition, if New Hope defaults in its performance of this Agreement, the Territory identified as Area A that is described and depicted in Exhibit “B” attached hereto and incorporated herein by reference shall be deemed to be in the ETJ of the City of McKinney for all purposes allowed by law and McKinney shall retain Jurisdictional Authority over said Area A to the exclusion of New Hope.

5.01.3 Further, if New Hope defaults in its performance of this Agreement, McKinney shall have the right to immediately file the Agreed Judgment that is attached hereto as Exhibit “F” with a State District Court of competent jurisdiction in Collin County, Texas.

5.02 By McKinney

5.02.1 In the event of default under Article 4 by McKinney, this Agreement shall immediately terminate, McKinney shall lose all right and ability to exercise or assert Jurisdictional Authority (as applicable) over the Territory identified as Area A that is described and depicted in Exhibit “B” attached hereto and incorporated herein by reference, and such Area A described and depicted in Exhibit “B” shall be deemed to be in the ETJ of New Hope and New Hope shall have Jurisdictional Authority (as applicable) over said Territory.

5.02.2 In addition, if McKinney defaults in its performance of this Agreement, the Territory identified as Area B and Area C described and depicted in Exhibits “C” and “D” attached hereto and incorporated herein by reference save and except the CR 406 Section described and depicted in Exhibit “E” shall be deemed to be in the ETJ of the Town of New Hope and New Hope shall retain Jurisdictional Authority (as applicable) over said Territory except the CR 406 Section, which CR 406 Section shall remain in the corporate limits of the City of McKinney.

5.02.3 Further, if McKinney defaults in its performance of this Agreement, New Hope shall have the right to immediately file the Agreed Judgment that is

attached hereto as Exhibit "G" with a State District Court of competent jurisdiction in Collin County, Texas.

**Article 6: Miscellaneous**

- 6.01 This Agreement shall be governed by, construed, and enforced under the laws of the State of Texas.
- 6.02 The obligations and undertakings of each of the Parties to this Agreement shall be performed in Collin County, Texas. The Parties agree that exclusive venue for any action pursuant to this Agreement shall be in Collin County, Texas.
- 6.03 This Agreement contains the entire agreement of McKinney and New Hope with respect to the subject matter of the Agreement. No agreement, statement, or promise made by either of the Parties to any party or to any employee, agent, or officer of one of the Parties that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties to be enforceable.
- 6.04 This Agreement shall not be assigned without the prior written consent of the other Party.
- 6.05 This Agreement shall be deemed drafted equally by the Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either of the Parties shall not apply.
- 6.06 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.
- 6.07 In the event of any dispute regarding this Interlocal Agreement or the terms contained herein, the Parties agree that they shall submit such dispute to non-binding mediation.
- 6.08 The persons signing this Agreement on behalf of the Parties hereby represent that they have been duly authorized and empowered to sign this Agreement on behalf of their respective Parties.
- 6.09 The effective date of this Agreement shall be the latter of the date as signed by each Party after a properly held City or Town Council meeting where a majority of the governing body voted in favor of this Agreement.

6.10 The Parties hereto agree that they shall adopt such joint ordinance or joint resolution or take such other action as may be necessary to accomplish the purpose of this Agreement. The adoption of any such ordinance or resolution 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 a joint ordinance or joint resolution or taken such other necessary acts as mirror the other's acts. Provided, however, that upon adoption of any such joint ordinance or joint resolution or the taking of any necessary act by both of the Parties.

6.11 This Agreement is drafted for the benefit of the Parties and does not and shall not confer or extend any benefit or privilege to any third party.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands by their representatives who are duly authorized by their respective governing bodies on the date indicated below.

**CITY OF MCKINNEY**

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

*[Signatures continue on following page.]*

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

**TOWN OF NEW HOPE**

By: \_\_\_\_\_  
ANDREW F. REITINGER

Mayor

Date: \_\_\_\_\_

ATTEST:

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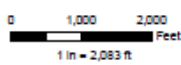
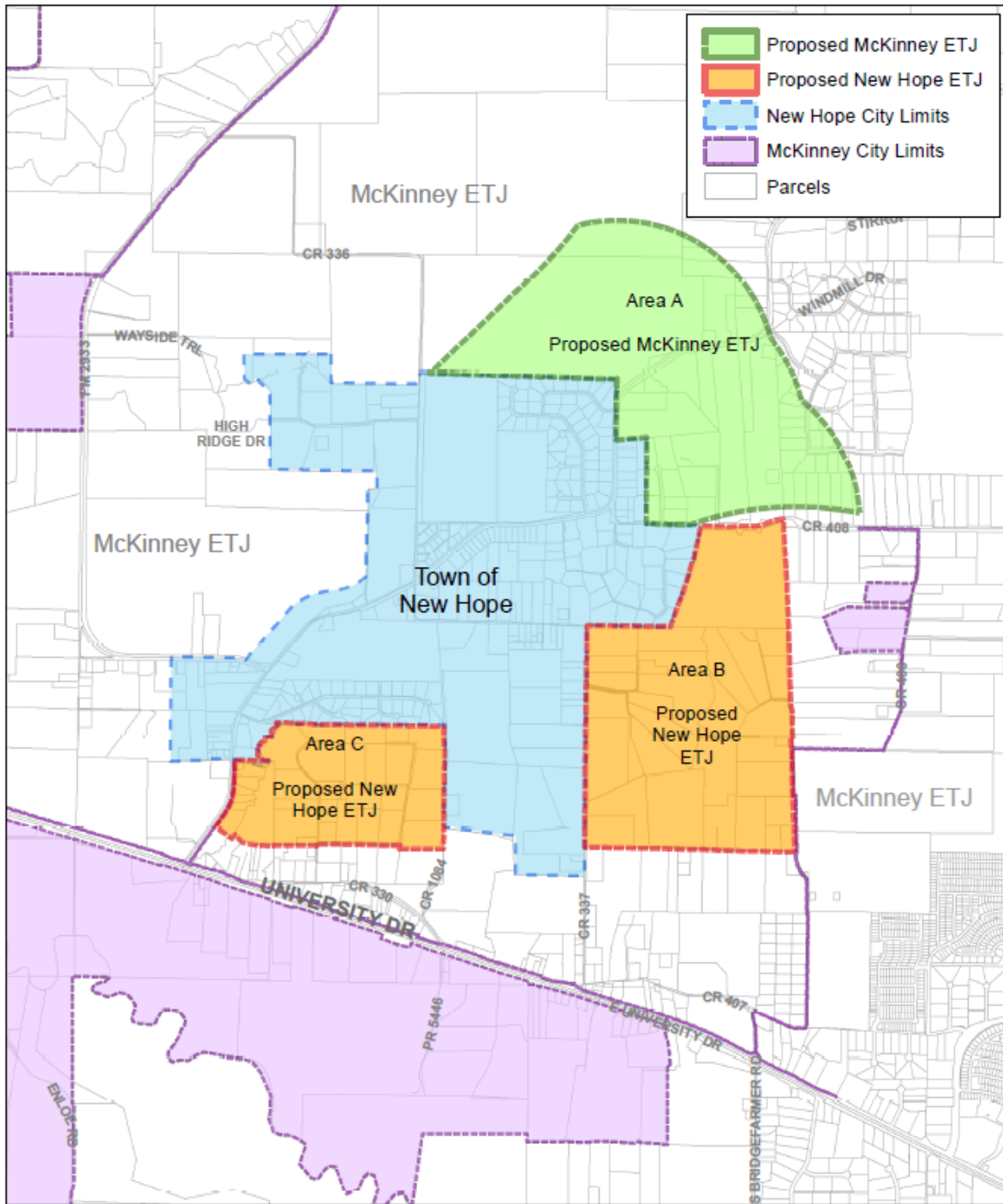
JILL MONSON  
Town Secretary

**Exhibit “A”**

**ETJ BOUNDARY MAP**

**(Generally)**

**[See following 1 page.]**



## ETJ Boundary Agreement

**DISCLAIMER:** This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.



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Source: City of McKinney GIS  
Date: 4/21/2021

**Exhibit "B"**

METES AND BOUNDS DESCRIPTION OF  
NEW HOPE'S CURRENT ETJ TERRITORY  
BEING EXCHANGED WITH MCKINNEY AND  
SURVEY MAP  
(Area A as Shown on Exhibit "A")

**BEING 17,676,572 Square Feet or 405.798 Acres of Land**

Being a tract of land, situated in the H. T. Chenaweth Survey, Abstract No. 157, and the Thomas A. Rhodes Survey, Abstract No. 741 and the David Cherry Survey, Abstract No. 166, in Collin County, Texas, and being more particularly described, as follows:

BEGINNING at a point for corner, being the northeasterly corner of OAK MEADOWS ADDITION, an addition to Collin County, Texas, as recorded in Volume C, Page 639, of the Map Records, Collin County, Texas (M.R.C.C.T.), same being an "ell" corner of a called 861.651 acre tract, described by deed to North Texas Municipal Water District, as recorded under Document No. 20180402000397500, O.P.R.C.C.T. (Grid Coordinate: N=7,132,608.35' E=2,563,347.95'; Scale Factor: 1.000153435; surface values to follow):

THENCE North 88°06'05" West, along the northerly line of said OAK MEADOWS ADDITION, a distance of 1962.28' to a point for corner, being the northwesterly corner of said OAK MEADOWS ADDITION, same being the most northerly northeast corner of a tract of land, described by deed to Hanna Khraish Family Trust, as recorded under Document No. 20121231001666960, O.P.R.C.C.T.;

THENCE along the northerly line of said Hanna Khraish Family Trust tract, the following (2) two courses and distances:

North 88°35'05" West, a distance of 454.69' to a point for corner;

North 89°07'37" West, a distance of 702.54' to a point for corner;

THENCE North 46°34'19" East, over and across said H. T. Chenaweth Survey, a distance of 2,029.16' to a point for corner, being at the beginning of a non-tangent curve to the left, having a radius of 7000.00', a central angle of 12°01'45", and a chord which bears, North 42°45'08" East, a chord distance of 1466.94';

Thence along said non-tangent curve to the left, in a northeasterly direction, an arc length of 1,469.63' to a point for corner in the aforementioned Thomas Rhodes Survey, same being at the beginning of a non-tangent curve to the right, having a radius of 2,640.00', a central angle of 89°14'13", and a chord which bears, South 59°36'27" East, a chord distance of 3,708.58';

Thence along said non-tangent curve to the right, in a southeasterly direction, an arc length of 4,111.74' to a point for corner in the aforementioned H. T. Chenaweth Survey, being at the beginning of a non-tangent curve to the right, having a radius of 2,640.00', a central angle of 25°33'23", and a chord which bears, South 26°07'14" East, a chord distance of 1,167.82';

Thence along said non-tangent curve to the left, in a northeasterly direction, an arc length of 1,177.56' to a point for corner in the aforementioned Thomas Rhodes Survey, same being at the beginning of a non-tangent curve to the right, having a radius of 2,640.00', a central angle of 46°31'46", and a chord which bears, South 27°38'27" East, a chord distance of 2,085.49';

Thence along said non-tangent curve to the right, in a southeasterly direction, an arc length of 2,143.92' to a point for corner, in the aforementioned David Cherry Survey, being at the beginning of a non-tangent curve to the left, having a radius of 5,280.00', a central angle of 31°07'15", and a chord which bears, South 86°00'48" West, a chord distance of 2,832.77';

Thence along said non-tangent curve to the left, in a southwesterly direction, an arc length of 2,867.90' to a point for corner in County Road No. 408;

THENCE North 88°40'15" West, along said County Road No. 408, a distance of 719.16' to a point for corner;

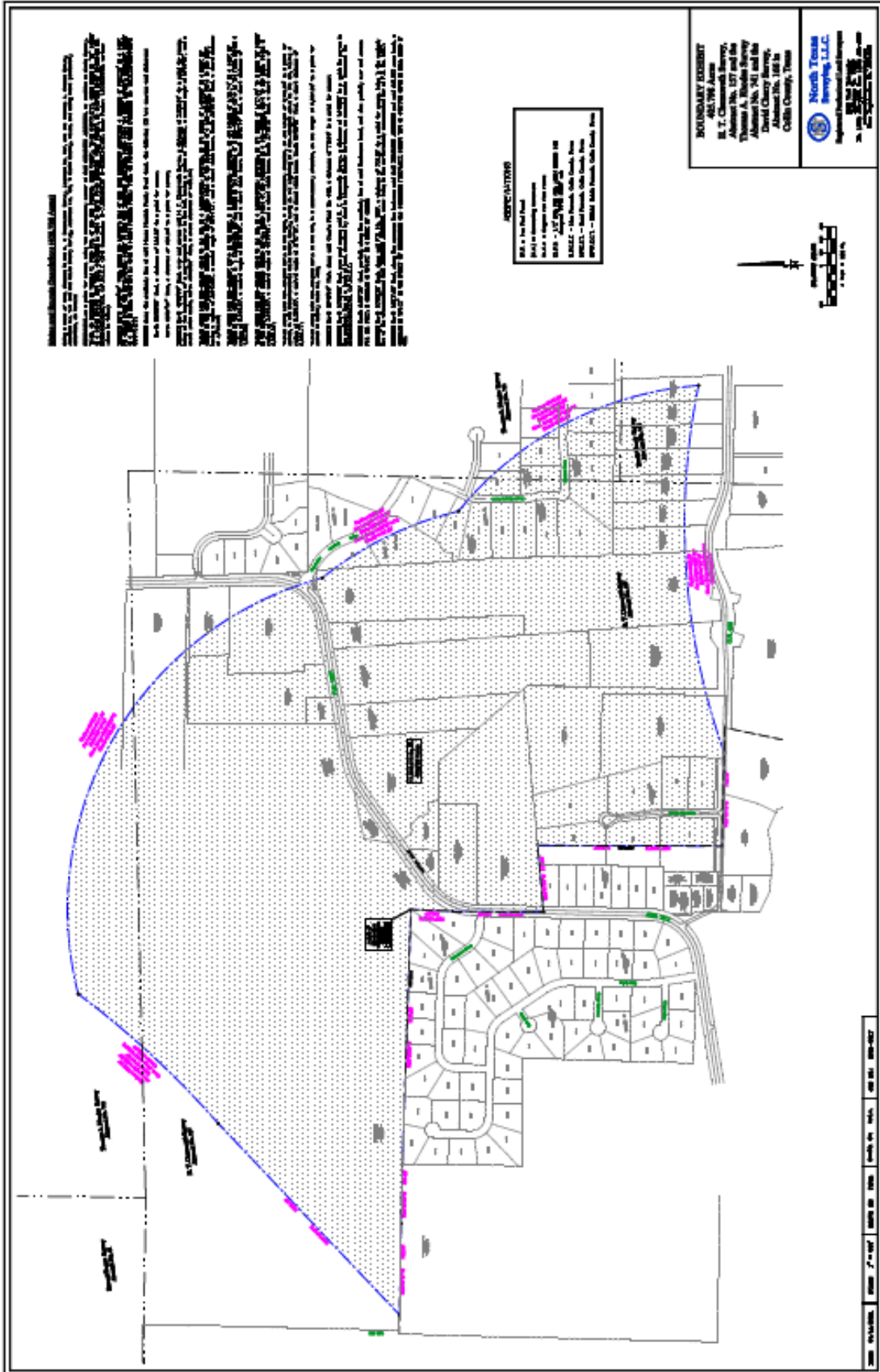
THENCE North 00°20'52" East, over and across said H. T. Chenaweth Survey, a distance of 1,418.53' to a point for corner in the southerly line of a tract of land, described by deed to Margaret Michelle Hartmann, as recorded under Document No. 20180606000693760, O.P.R.C.C.T.;

THENCE South 84°51'30" West, partially along the southerly line of said Hartmann tract, and also partially over and across F.M. No. 1827, a distance of 516.62' to a point for corner;

THENCE North 00°32'38" East, along said F.M. No. 1827, a distance of 706.29' to a point for corner, being in the easterly line of the aforementioned OAK MEADOWS ADDITION, same being in the northwesterly monumented line of F.M. No. 1827;

THENCE North 02°13'42" East, along the common line between said OAK MEADOWS ADDITION and said 861.651 acre tract, a distance of 315.27' to the POINT OF BEGINNING and containing 17,676,572 square feet or 405.798 acres of land, more or less.





**Exhibit "C"**

METES AND BOUNDS DECIPTION OF  
AREA B OF MCKINNEY'S CURRENT ETJ TERRITORY  
BEING EXCHANGED WITH NEW HOPE AND  
SURVEY MAP  
(Area B as Shown on Exhibit "A")

**BEING 15,397,800 Square Feet or 353.485 Acres of Land**

Being a tract of land, situated in the H. T. Chenaweth Survey, Abstract No. 157, in Collin County, Texas, and being more particularly described, as follows:

BEGINNING at a point for corner, being in the southerly line of a tract of land, described by deed to Steven C. Smith, as recorded under Document No. 20120718000869070, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), same being in the northerly line of the Johnson Cemetery, said corner also being in County Road No. 405, (Grid Coordinate: N=7,124,779.23' E=2,566,298.27'; Scale Factor: 1.000153435; surface values to follow):

THENCE in a westerly direction, along said County Road No. 405, the following (4) four courses and distances:

North 88°46'44" West, a distance of 1106.42' to a 1/2" iron rod with a red plastic cap found, for an angle point;

North 88°05'34" West, a distance of 438.59' to a mag nail found, for an angle point;

North 88°22'30" West, a distance of 863.88' to a mag nail found, for an angle point;

North 88°57'03" West, a distance of 1076.48' to a point for corner at the intersection of said County Road No. 405 and County Road No. 337 (Tarvin Road), being the northwesterly corner of a tract of land, described by deed to Alice Ma, as recorded under Document No. 20090717000903160, O.P.R.C.C.T., same being the southwesterly corner of a tract of land, described by deed to Joseph M. Patton and Evita R. Patton, as recorded in Volume 5171, Page 1, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said corner also being in the easterly line of a tract of land, described by deed to Tina Jean Phillips, as recorded under Document No. 20170628000844450, O.P.R.C.C.T.;

THENCE in a northerly direction, along said County Road No. 337 (Tarvin Road), the following (3) three courses and distances:

North 00°37'37" East, a distance of 722.48' to a point for corner, for an angle point;

North 00°40'21" East, a distance of 1399.17' to a point for corner, being the most westerly southwest corner of Tract 3, of OWEN FARMS, an addition to Collin County, Texas, as recorded in Volume I, Page 189, of the Map Records, Collin County, Texas (M.R.C.C.T.), same being in the easterly line of a tract of land, described by deed to Lee E. Fawcett, Jr., as recorded under Document No. 20181115001412960, O.P.R.C.C.T.;

North 00°44'34" East, a distance of 1548.70' to a 5/8" iron rod found for the northwesterly corner of Tract 1, of said OWEN FARMS, same being the northeasterly corner of a tract of land, described by deed to Gary Landman and Ingrid Boyd-Landman, as recorded under Document No. 20081107001309010, O.P.R.C.C.T.;

THENCE South 89°11'07" East, generally along the northerly line of said OWEN FARMS, a distance of 1378.21' to a point for corner, said corner being the southwesterly corner of a tract of land, described by deed to DevSol Holdings II, LLC, as recorded under Document No. 20150924001213810, O.P.R.C.C.T.;

THENCE in a northeasterly direction, generally along the northwesterly line of said DevSol Holdings II, LLC tract, the following (3) courses and distances:

North 19°51'50" East, a distance of 653.89' to a point for corner;

North 18°14'13" East, a distance of 571.04' to a point for corner;

North 11°47'54" East, a distance of 536.77' to a point for corner in County Road No. 408;

THENCE along said County Road No. 408, in an easterly direction, the following (7) courses and distances:

South 87°56'37" East, a distance of 437.06' to a point for corner;

North 86°25'28" East, a distance of 232.80' to a point for corner;

South 88°24'36" East, a distance of 200.18' to a point for corner;

North 81°49'53" East, a distance of 143.15' to a point for corner;

North 69°16'36" East, a distance of 202.85' to a point for corner;

North 77°50'46" East, a distance of 92.64' to a point for corner;

North 86°26'54" East, a distance of 76.17' to a point for corner;

THENCE South 01°15'45" East, over and across said County Road No. 408, a distance of 118.27' to a 5/8" iron rod found in the easterly line of said DevSol Holdings II, LLC tract, same being the northwesterly corner of Lot 1, of NEW HOPE HEIGHTS ADDITION, an addition to Collin County, Texas, as recorded in Volume C, Page 471, M.R.C.C.T.;

THENCE South 03°21'43" East, along the common line between said DevSol Holdings II, LLC tract and said Lot 1, a distance of 925.81' to a point

for corner, being the southwesterly corner of said Lot 1, same being the northwesterly corner of a tract of land, described by deed to Scott Jackson Kuehn and Julie Lynn Kuehn, as recorded under Document No. 20191001001222800, O.P.R.C.C.T.;

THENCE South 01°34'12" East, a distance of 577.70' to a point for corner, being the southwesterly corner of said Kuehn tract, same being the northwesterly corner of a tract of land, described by deed to Leonard W. Shorethose and wife, Raedebe M. Shorethose, as recorded under Document No. 20120921001193230, O.P.R.C.C.T.;

THENCE South 03°09'24" East, a distance of 207.60' to a point for corner, being the southeasterly corner of said DevSol Holdings II, LLC tract, same being the northeasterly corner of Tract 12, of said OWEN FARMS;

THENCE in a southerly direction, the following (3) three courses and distances:

South 01°47'56" East, a distance of 1307.14' to a point for an point;

South 18°13'17" East, a distance of 73.57' to 60d-nail found for an angle point;

South 00°32'24" East, a distance of 439.30' to a point for corner, being the southeasterly corner of Tract 13, of said OWEN FARMS, same being in the westerly line of a tract of land, described by deed to Keith Pryor, as recorded in Volume 5929, Page 4864, D.R.C.C.T., said corner also being the northeasterly corner of a tract of land, described by deed to Violeta Mains and spouse, Lane Mains, as recorded under Document No. 20190802000925010, O.P.R.C.C.T.;

THENCE North 89°31'51" West, along the common line between said Tract 13 and Mains tract, a distance of 35.11' to a point for corner, being the approximate northwesterly corner of an Annexation to the City of McKinney, Ordinance No. 94-03-09;

THENCE along the approximate west line of said Annexation, the following (5) five courses and distances:

South 04°03'02" East, a distance of 148.40' to a point for corner;

South 12°12'12" East, a distance of 42.17' to a point for corner;

South 01°03'48" East, a distance of 234.81' to a point for corner;

South 01°40'47" East, a distance of 1016.00' to a point for corner;

South 01°42'39" East, a distance of 443.28' to the POINT OF BEGINNING and containing 15,397,800 square feet or 353.485 acres of land, more or less.



**Exhibit "D"**

METES AND BOUNDS DESCRIPTION OF  
AREA C OF MCKINNEY'S CURRENT ETJ TERRITORY  
BEING EXCHANGED WITH NEW HOPE AND  
SURVEY MAP  
(Area C as Shown on Exhibit "A")

**BEING 6,693,823 Square Feet or 153.669 Acres of Land**

Being a tract of land, situated in the H. T. Chenaweth Survey, Abstract No. 157, in Collin County, Texas, and being more particularly described, as follows:

BEGINNING at a point for corner, being the most westerly corner of Tract 2, described by deed to Billy Charles Brown, as recorded under Document No. 20170206000165180, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), same being in the southeasterly monumented line of F.M. Highway 1827, (Grid Coordinate: N=7,125,206.67' E=2,556,685.94'; Scale Factor: 1.000153435; surface values to follow):

THENCE North 35°53'58" East, a distance of 272.20' to a point for corner, being at the beginning of a curve to the left, having a radius of 761.27', a central angle of 32°31'00", and a chord which bears, North 19°38'28" East, a chord distance of 426.26';

Thence in a northeasterly direction, along said curve to the left, an arc length of 432.04' to a 1/2" iron rod found for corner;

THENCE North 03°22'58" East, along the easterly monumented line of said F.M. Highway 1827, a distance of 468.69', to a point for corner, being the northwesterly corner of a tract of land, described by deed to Jose Garcia, as recorded under Document No. 20140403000319590, O.P.R.C.C.T.;

THENCE South 87°26'48" East, a distance of 559.64' to a point for corner in an existing creek;

THENCE along said existing creek, in a northerly direction, the following (24) twenty-four courses and distances:

North 45°30'34" West, a distance of 28.63'; North 09°06'31" East, a distance of 49.25';

North 08°39'59" West, a distance of 28.55'; North 57°10'57" West, a distance of 28.06';

South 86°03'24" West, a distance of 73.63'; North 24°20'35" West, a distance of 55.67';

North 12°23'43" West, a distance of 58.23'; North 15°58'29" East, a distance of 54.55';

North 68°13'07" East, a distance of 71.00'; North 00°02'40" East, a distance of 49.73';

North 58°36'42" East, a distance of 63.67'; North 76°13'05" East, a distance of 41.11';

South 73°47'35" East, a distance of 28.38'; North 44°43'58" East, a distance of 19.12';

North 13°07'08" West, a distance of 49.75'; North 23°17'32" West, a distance of 39.83'

North 34°28'08" East, a distance of 33.03'; North 78°30'43" East, a distance of 32.17';

South 81°10'24" East, a distance of 49.52'; North 02°32'01" West, a distance of 37.74';

North 44°50'31" West, a distance of 44.48'; North 09°04'35" West, a distance of 28.05';

North 02°32'51" East, a distance of 11.52'; North 34°19'58" East, a distance of 32.99' to a point for corner, in the southerly line of Lot 11, Block C, of OAK CREEK ADDITION, an addition to Collin County, as recorded in Volume C, Page 356, of the Map Records, Collin County, Texas (M.R.C.C.T.);

THENCE along the southerly line of said OAK CREEK ADDITION, the following (3) three courses and distances:

South 87°38'26" East, a distance of 755.26' to an angle point;

South 89°25'00" East, a distance of 1068.52' to an angle point;

South 88°44'54" East, a distance of 974.39' to a point for corner, in the southerly line of Lot 1, Block A, of said addition, same being the northeasterly corner of a tract of land, described by deed to Kenneth W. Waltrip and wife, Lana G. Waltrip, as recorded in Volume 1918, Page 328, of the Deed Records, of Collin County, Texas (D.R.C.C.T.), same being in the westerly line of Tract 2, described by deed to The Taylor Hugh and Miki Iwen Long Family Revocable Trust, as recorded under Document No. 20191220001631000, O.P.R.C.C.T.;

THENCE South 00°56'54" West, a distance of 1128.21' to a 1/2" iron rod found for corner, being an "ell" corner of Tract 1, of said Tract 2, described by deed to The Taylor Hugh and Miki Iwen Long Family Revocable Trust, same being the northwesterly corner of Lot 1, Block A, of 2500 CR 1084 ADDITION, an addition to Collin County, Texas, recorded in Volume 2009, Page 102, O.P.R.C.C.T.;

THENCE South 00°56'14" West, a distance of 893.59' to a point for corner, being the southwesterly corner of a tract of land, described by deed to Christine Clark Miller and Land A. Miller, as recorded in Volume 4824, Page 2840, D.R.C.C.T., same being the northeasterly corner of a tract of

land, described by deed to Emily M. Mondy and Andrew J. Mondy, as recorded under Document No. 20150313000278800, O.P.R.C.C.T.;

THENCE North 89°49'22" West, along the common line between said Miller and Mondy tracts, a distance of 718.20' to a point for corner;

THENCE North 08°54'30" East, along the westerly line of said Miller tract, a distance of 58.42' to a point for corner, being the southeasterly corner of a tract of land, described by deed to Jose Rojas and wife, Maria De La Luz Rojas, as recorded under Document No. 20060703000909610, O.P.R.C.C.T., same being the northeasterly corner of a tract of land, described by deed to Donald D. Sams and wife, Joann Sams, as recorded in Volume 1493, Page 621, D.R.C.C.T., said corner also being in Stickhorse Lane;

THENCE North 88°40'48" West, along said Stickhorse Lane, a distance of 1375.01' to a point for corner, being at the intersection of Stickhorse Lane and Stickhorse Lane, said corner being the northwesterly corner of a tract of land, described by deed to Randy G. Ostick and Terry Ann Ostick, as recorded under County Clerk's File No. 94-0055662, D.R.C.C.T., same being in the easterly line of a tract of land, described by deed to Zachary Allen Cross, as recorded under Document No. 20200914001547590, O.P.R.C.C.T.;

THENCE South 02°42'06" West, along said Stickhorse Lane, a distance of 34.85' to a 1/2" iron rod found for the southeasterly corner of said Cross tract, same being the northeasterly corner of a tract of land, described by deed to Wayne E. Sanders, as recorded in Volume 5015, Page 2636, D.R.C.C.T.;

THENCE over and across said H.T. Chenaweth Survey, the following (7) seven courses and distances:

North 89°47'59" West, a distance of 715.94' to a point for corner;

South 89°57'53" West, a distance of 211.78' to a point for corner;

North 83°19'14" West, a distance of 151.59' to a point for corner;

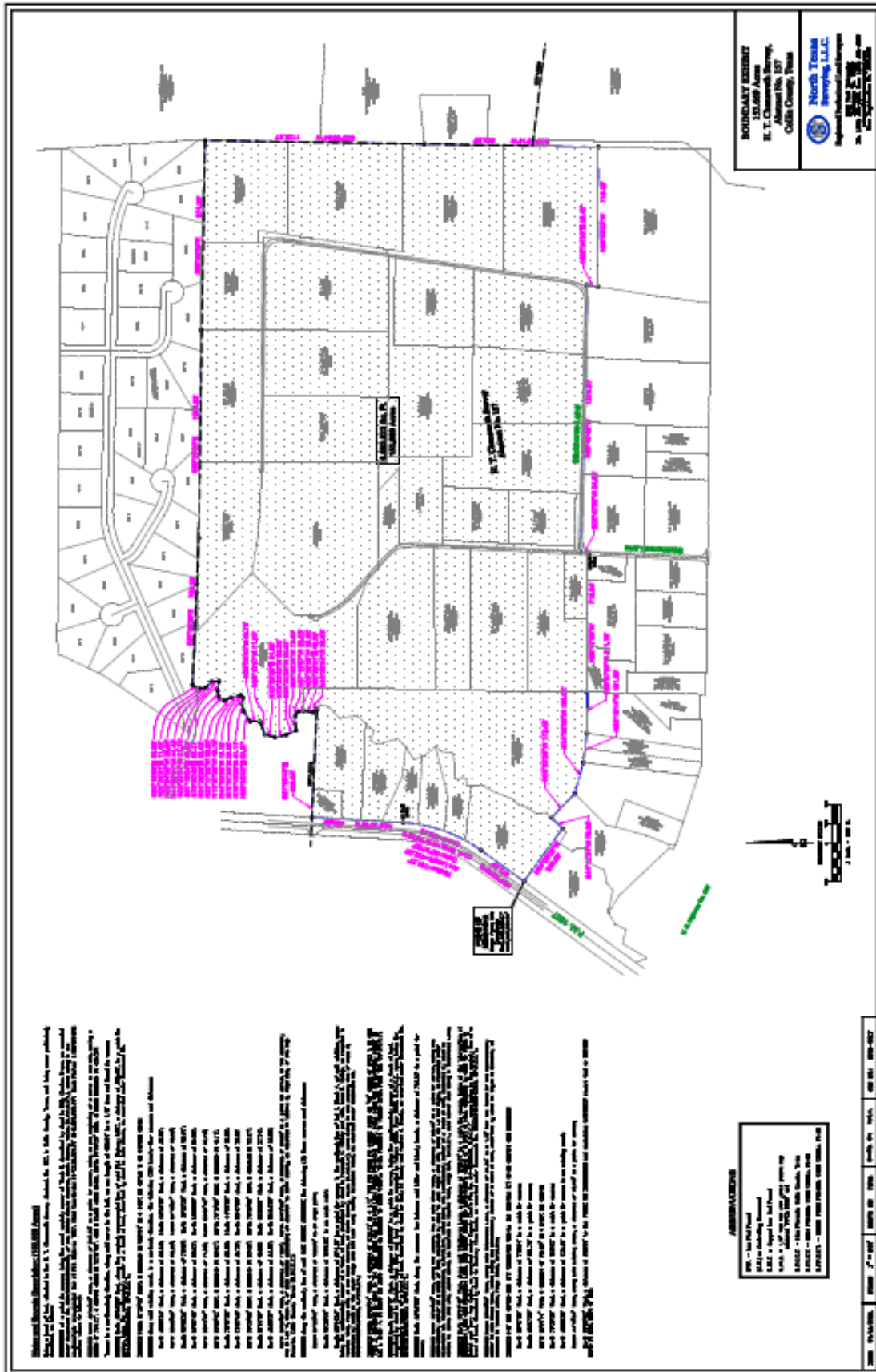
North 74°26'30" West, a distance of 165.02' to a point for corner;

North 45°52'38" West, a distance of 172.48' to a point for corner in an existing creek;

South 44°12'34" West, along said existing creek, a distance of 79.26' to a point for corner;

North 54°06'02" West, a distance of 335.96' to the POINT OF BEGINNING and containing 6,693,823 square feet or 153.669 acres of land, more or less.

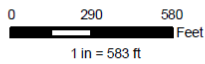
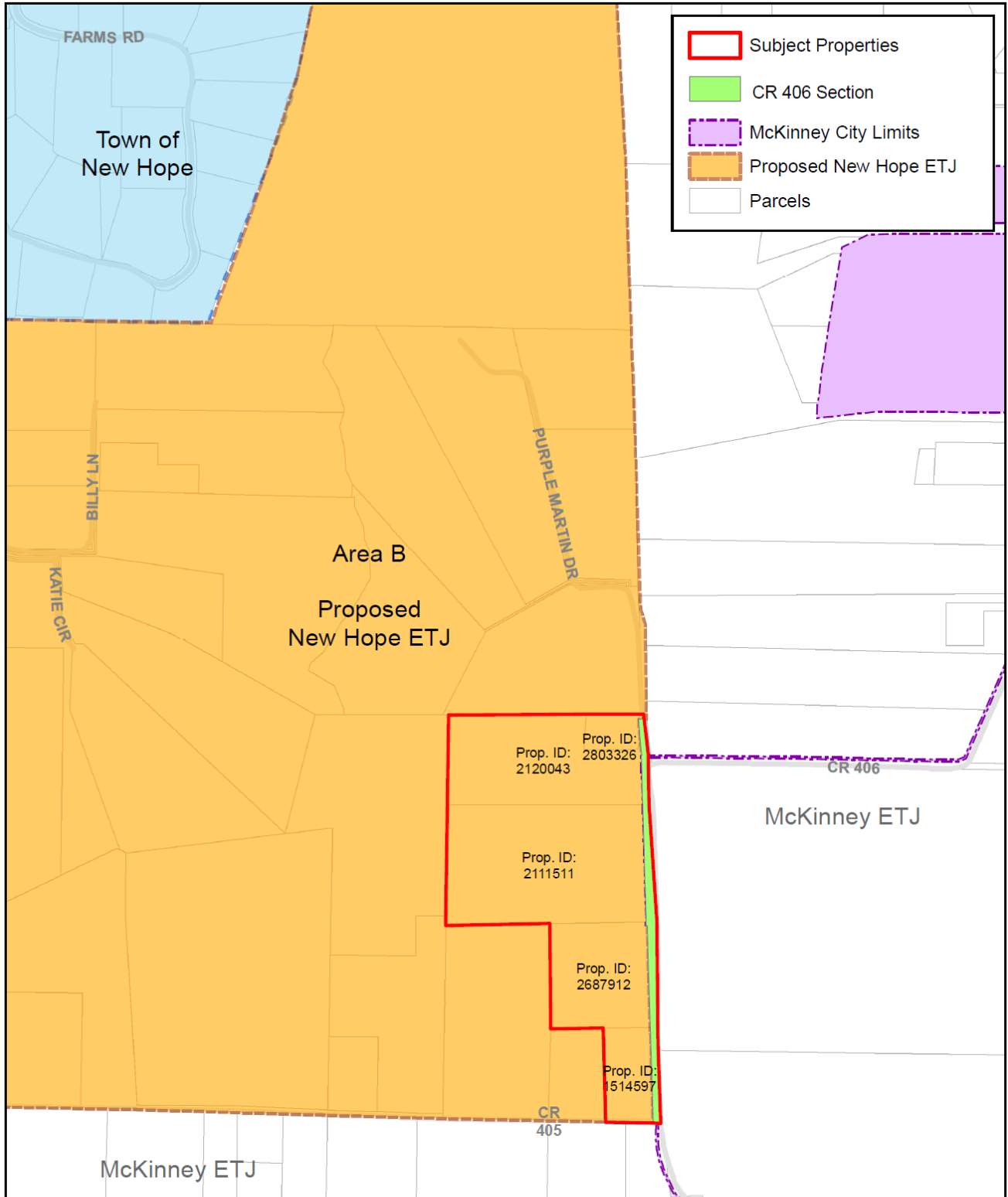




**Exhibit "E"**

MAP OF COUNTY ROAD 406 SECTION

*[See following 1 page.]*



## County Road 406 Section Exhibit

Source: City of McKinney GIS  
Date: 4/21/2021

Document Path:  
\\GIS\GISWork\PA\Ivarez\MapRequests\DevServRequest\NewHope\AreaB.mxd

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.



**Exhibit “F”**

**“AGREED JUDGMENT AGAINST NEW HOPE FOR BREACH”**

*[See following 7 pages.]*

Cause No. \_\_\_\_\_

CITY OF MCKINNEY, TEXAS

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

Plaintiff,

V.

\_\_\_\_\_ JUDICIAL DISTRICT

TOWN OF NEW HOPE, TEXAS

Defendant.

COLLIN COUNTY, TEXAS

**AGREED JUDGMENT**

On this day, the City of McKinney, Texas, Plaintiff (“Plaintiff”), together with Town of New Hope, Texas, Defendant (“Defendant”), confirm that they have fully settled all claims and demands between them in the above-referenced and numbered cause. Said Parties further represent to the Court that this Agreed Judgment is being filed pursuant to the terms of the Interlocal Cooperation and Settlement Agreement Regarding Extraterritorial Jurisdictional Boundaries (the “Agreement”) by and between the City of McKinney, Texas and the Town of New Hope, Texas. The Parties hereby request that the Court recognize the following Statement of Agreed Facts and enter the following Agreed Judgment.

**Statement of Agreed Facts**

The Parties hereby agree that the following facts are true and correct:

1. The Plaintiff hereby stipulates and admits that Plaintiff is a Home-Rule municipality in Collin County, Texas having more than 100,000 inhabitants.
2. The Defendant hereby stipulates and admits that Defendant is a Type B General Law municipality in Collin County, Texas having fewer than 5,000 inhabitants.

3. Plaintiff and Defendant (collectively the “Parties”) hereby stipulate and admit that the extraterritorial jurisdiction (“ETJ”) of McKinney surrounds New Hope’s corporate limits.

4. The Parties hereby stipulate and admit that they entered into the Agreement to address and avoid potential conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future ETJ, and the potential for litigation involving the same.

5. Each of the Parties hereby stipulate and admit that the Agreement attached hereto as Exhibit 1 is a true and exact copy of the Agreement, together with its exhibits, that was approved by the governing body of their respective cities.

6. Each of the Parties hereby further stipulate and admit that the Agreement was duly approved by their respective governing bodies at a meeting attended by a quorum thereof, and which meeting was properly posted in accordance with the Texas Open Meetings Act, Tex. Gov’t Code Chapter 551.

7. The Parties individually and collectively agree that the Agreement is in all things lawfully adopted and true and correct and should be entered into the records of this Honorable Court as an Exhibit to this Agreed Judgment.

8. The Parties agree that the Town of New Hope has defaulted under the Agreement because New Hope proposed to extend, or attempted to extend, or actually extended its perceived regulatory authority over platting, permitting, or construction, or its perceived regulatory authority over one or more other conditions or uses granted to a Type B General Law municipality by the Texas Legislature (“Jurisdictional Authority”) in one or more areas outside of its corporate limits and outside of the specific ETJ areas identified as Area B and Area C in Exhibit “C” and Exhibit “D,” respectively, to the Agreement and over which Areas

B and C McKinney surrendered its regulatory authority to New Hope save and except it being understood that McKinney did not surrender its regulatory authority over that ten-foot-wide section of land which abuts the western side of the north-south segment of County Road 406 that runs upon, over and along the eastern boundary of Area B and particularly approximately ten feet in width that runs between north and south along the eastern boundaries of those tracts of land identified by Collin Central Appraisal District as Property ID Numbers 2803326, 2120043, 2111511, 2687912, and 1514597 (the “CR 406 Section”). Those areas situated outside of New Hope’s corporate limits and the specific ETJ areas identified as Area B and Area C in Exhibit “C” and Exhibit “D,” respectively, and the area identified as the CR 406 Section are hereinafter referred to as the “Unauthorized Areas.”

9. More particularly, New Hope defaulted under the Agreement by performing one or more of the following acts to extend its municipal or jurisdictional authority over an Unauthorized Area:

A. Sending out letters, posting signs, placing notices in a newspaper of general circulation, posting a notice or agenda for any board, commission or council, or communicating in any other way, shape or form to persons and parties indicating New Hope will take or receive public input and or consider, discuss or act regarding any plan(s) to regulate one or more conditions or uses within the Unauthorized Areas including any development-related regulation including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and/or

B. Considering, approving, adopting, or undertaking any action, activity, contract, memorandum of understanding, resolution, ordinance, plan, or proposal regarding, relating to, involving, or impacting in any way, shape or form the regulation of one or more conditions or uses within the Unauthorized Areas including any development-related regulation(s) including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and

C. Failure or refusal by New Hope to take all actions required to cure New Hope's default of this Agreement within thirty (30) days after receipt of written notice from the City of McKinney identifying the act or acts performed or committed by New Hope that constituted an event of default of this Agreement.

**THE PARTIES HEREBY JOINTLY AGREE AND PRAY THAT THE COURT**

**ORDER THAT:**

1. The Agreement between New Hope and McKinney shall be immediately terminated;
2. The Defendant's ability to exercise or assert Jurisdictional Authority over the areas identified as Area B and Area C described and depicted in Exhibits "C" and "D," respectively, to the Agreement is overruled and suspended;
3. The Territory identified as Area B and Area C described and depicted in Exhibits "C" and "D," respectively, to the Agreement shall immediately revert to the corporate limits and/or ETJ of McKinney, as appropriate;
4. The Territory identified as Area A described and depicted in Exhibit "B" to the Agreement is deemed to be in the ETJ of the City of McKinney for all purposes allowed by



law and McKinney shall retain Jurisdictional Authority over said Area A to the exclusion of the Town of New Hope;

5. All costs of court and expenses, including attorneys' fees, be taxed against the Defendant; and

6. All relief not granted as between said Parties be denied.

**Respectfully Submitted and Requested** by the Parties acting by and through their duly authorized representatives.

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

***TOWN OF NEW HOPE***

By: \_\_\_\_\_  
ANDREW F. REITINGER  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
JILL MONSON

Town Secretary

**COURT'S ORDER**

**HAVING CONSIDERED THE FOREGOING STATEMENT OF AGREED FACTS, TOGETHER WITH THE STIPULATIONS AND ADMISSIONS CONTAINED THEREIN, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

1. The Agreement between New Hope and McKinney shall be and is hereby immediately terminated;
2. The Defendant's ability to exercise or assert Jurisdictional Authority over the areas of land identified as Area B and Area C described and depicted in Exhibits "C" and "D," respectively, to the Agreement is hereby overruled and suspended;
3. The areas of land identified as Area B and Area C described and depicted in Exhibits "C" and "D," respectively, to the Agreement shall immediately revert to the corporate limits and/or ETJ of McKinney, as appropriate;
5. The Territory identified as Area A described and depicted in Exhibit "B" to the Agreement is deemed to be in the ETJ of the City of McKinney for all purposes allowed by law and McKinney shall retain Jurisdictional Authority over said Area A to the exclusion of the Town of New Hope;
6. All costs of court and expenses, including attorneys' fees, are hereby taxed against the Defendant; and
7. All relief not granted herein as between said Parties is hereby denied.

**SIGNED AND ENTERED** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM AND CONTENT  
AND ENTRY OF JUDGMENT REQUESTED:**

---

Mark S. Houser  
Attorney for Plaintiff  
City of McKinney, Texas

---

Name: \_\_\_\_\_  
Attorney for Defendant  
Town of New Hope

**Exhibit “G”**

“AGREED JUDGMENT AGAINST MCKINNEY FOR BREACH”

*[See following 6 pages.]*

Cause No. \_\_\_\_\_

TOWN OF NEW HOPE, TEXAS	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
V.	§	
	§	_____ JUDICIAL DISTRICT
	§	
CITY OF MCKINNEY, TEXAS	§	
	§	
Defendant.	§	
	§	COLLIN COUNTY, TEXAS

**AGREED JUDGMENT**

On this day, the Town of New Hope, Texas, Plaintiff (“Plaintiff”), together with the City of McKinney, Texas, Defendant (“Defendant”), confirm that they have fully settled all claims and demands between them in the above-referenced and numbered cause. Said Parties further represent to the Court that this Agreed Judgment is being filed pursuant to the terms of the Interlocal Cooperation and Settlement Agreement Regarding Extraterritorial Jurisdictional Boundaries (the “Agreement”) by and between the Town of New Hope, Texas and the City of McKinney, Texas. The Parties hereby request that the Court recognize the following Statement of Agreed Facts and enter the following Agreed Judgment.

**Statement of Agreed Facts**

The Parties hereby agree that the following facts are true and correct:

1. The Plaintiff hereby stipulates and admits that Plaintiff is a Type B General Law municipality in Collin County, Texas having fewer than 5,000 inhabitants.
2. The Defendant hereby stipulates and admits that Defendant is a Home-Rule municipality in Collin County, Texas having more than 100,000 inhabitants.
3. Plaintiff and Defendant (collectively the “Parties”) hereby stipulate and admit that the extraterritorial jurisdiction (“ETJ”) of McKinney surrounds New Hope’s corporate limits.
4. The Parties hereby stipulate and admit that they entered into the Agreement to address and avoid potential conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future ETJ, and the potential for litigation involving the same.

5. Each of the Parties hereby stipulate and admit that the Agreement attached hereto as Exhibit 1 is a true and exact copy of the Agreement, together with its exhibits, that was approved by the governing body of their respective cities.

6. Each of the Parties hereby further stipulate and admit that the Agreement was duly approved by their respective governing bodies at a meeting attended by a quorum thereof, and which meeting was properly posted in accordance with the Texas Open Meetings Act, Tex. Gov't Code Chapter 551.

7. The Parties individually and collectively agree that the Agreement is in all things lawfully adopted and true and correct and should be entered into the records of this Honorable Court as an Exhibit to this Agreed Judgment.

8. The Parties agree that the City of McKinney has defaulted under the Agreement because McKinney proposed to extend, or attempted to extend, or actually extended its perceived regulatory authority over platting, permitting, and construction, or its perceived regulatory authority over one or more other conditions or uses granted to a Home-Rule Charter Municipality by and through the Texas Constitution ("Jurisdictional Authority") in one or more of the specific ETJ areas identified as Area B and Area C in Exhibit "C" and Exhibit "D," respectively, to the Agreement and over which Areas B and C McKinney surrendered its regulatory authority to New Hope save and except it being understood that McKinney did not surrender its regulatory authority over that ten-foot-wide section of land which abuts the western side of the north-south segment of County Road 406 that runs upon, over and along the eastern boundary of Area B and particularly approximately ten feet in width that runs between north and south along the eastern boundaries of those tracts of land identified by Collin Central Appraisal District as Property ID Numbers 2803326, 2120043, 2111511, 2687912, and 1514597 (the "CR 406 Section"). Those areas situated inside the specific ETJ areas identified as Area B and Area C in Exhibit "C" and Exhibit "D," respectively, and outside of the area identified as the CR 406 Section are hereinafter referred to as the "Unauthorized Areas."

9. More particularly, McKinney defaulted under the Agreement by performing one or more of the following acts to extend its municipal or jurisdictional authority over an Unauthorized Area:

A. Sending out letters, posting signs, placing notices in a newspaper of general

circulation, posting a notice or agenda for any board, commission or council, or communicating in any other way, shape or form to persons and parties indicating New Hope will take or receive public input and or consider, discuss or act regarding any plan(s) to regulate one or more conditions or uses within the Unauthorized Areas including any development-related regulation including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and/or

B. Considering, approving, adopting, or undertaking any action, activity, contract, memorandum of understanding, resolution, ordinance, plan, or proposal regarding, relating to, involving, or impacting in any way, shape or form the regulation of one or more conditions or uses within the Unauthorized Areas including any development-related regulation(s) including, but not limited to, platting, zoning, permitting, or construction within and about or otherwise impacting the Unauthorized Areas; and

C. Failure or refusal by McKinney to take all actions required to cure McKinney's default of this Agreement within thirty (30) days after receipt of written notice from the Town of New Hope identifying the act or acts performed or committed by McKinney that constituted an event of default of this Agreement.

**THE PARTIES HEREBY JOINTLY AGREE AND PRAY** that the Court **ORDER that:**

1. The Agreement between New Hope and McKinney shall be immediately terminated;
2. The Territory identified as Area A described and depicted in Exhibit "B" to the Agreement shall be deemed to be in the ETJ of New Hope and New Hope shall have Jurisdictional Authority over said Territory;
3. The Territory identified as Area B and Area C described and depicted in Exhibits "C" and "D," respectively, to the Agreement save and except the CR 406 Section described and depicted in Exhibit "E" shall be deemed to be in the ETJ of the Town of New Hope and New Hope shall retain Jurisdictional Authority over said Territory **save and except** the CR 406 Section which CR 406 Section shall remain in the corporate limits of the City of McKinney;
4. All costs of court and expenses, including attorneys' fees, shall be taxed against the Defendant; and

5. All relief not granted as between said Parties be denied.

**Respectfully Submitted and Requested** by the Parties acting by and through their  
duly authorized representatives,

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Deputy City Secretary

***TOWN OF NEW HOPE***

By: \_\_\_\_\_  
ANDREW F. REITINGER  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
JILL MONSON  
Town Secretary



**COURT'S ORDER**

**HAVING CONSIDERED THE FOREGOING STATEMENT OF AGREED FACTS, TOGETHER WITH THE STIPULATIONS AND ADMISSIONS CONTAINED THEREIN, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

1. The Agreement between New Hope and McKinney shall be and is hereby immediately terminated;
2. The area identified as Area A described and depicted in Exhibit "B" to the Agreement is hereby deemed to be in the ETJ of New Hope and New Hope shall have Jurisdictional Authority over said Territory;
3. The areas of land identified as Area B and Area C described and depicted in Exhibits "C" and "D," respectively, to the Agreement **save and except** the CR 406 Section described and depicted in Exhibit "E" shall be deemed to be in the ETJ of the Town of New Hope and New Hope shall retain Jurisdictional Authority over said Territory **save and except** the CR 406 Section which CR 406 Section shall remain in the corporate limits of the City of McKinney;
5. All costs of court and expenses, including attorneys' fees, are hereby taxed against the Defendant; and
6. All relief not granted herein as between said Parties is hereby denied.

**SIGNED AND ENTERED** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM AND CONTENT AND ENTRY OF JUDGMENT REQUESTED:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney for Plaintiff  
Town of New Hope

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Mark S. Houser  
Attorney for Defendant  
City of McKinney, Texas