

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made by and between the City of Irving, Texas (hereinafter referred to as “Irving”) and the City of Grand Prairie, Texas (hereinafter referred to as Grand Prairie) acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Irving and Grand Prairie are adjacent municipalities and desire to make mutually agreeable changes to their boundaries of areas that are less than one thousand (1000) feet in width; and

WHEREAS, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to enter into mutually agreeable changes in their boundaries of areas that are less than one thousand (1000) feet in width; and

WHEREAS, the development and widening of MacArthur Boulevard resulted in a certain portion of a newly-constructed bridge facility being located within the municipal jurisdiction of Grand Prairie; and

WHEREAS, pursuant to Section 43.015 of the Texas Local Government Code, the City of Grand Prairie and the City of Irving wish to enter into an agreement adjusting the common boundary line between the cities so that the portion of the bridge located in Grand Prairie be located within the city limits of Irving; and

WHEREAS, the representatives of Irving and Grand Prairie have met and agreed on mutually acceptable boundary adjustments which are in the best interest of the citizens of each city; and

WHEREAS, a Memorandum of Understanding was entered into by Irving, Grand Prairie, and Dallas County, Texas, as of the 17th day of September, 2015 contemplating and setting forth the terms of the boundary adjustment agreed to herein;

NOW, THEREFORE, for and in consideration for the mutual covenants, conditions and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Irving and Grand Prairie agree as follows:

SECTION 1

Pursuant to §§ 43.003 and 43.015, Texas Local Gov’t Code, Grand Prairie does hereby grant, relinquish, and apportion unto Irving all land described as “Parcel 7” in Exhibit A attached hereto, and does hereby waive and release its rights to extraterritorial jurisdiction in, to, and over such land in favor of Irving. It is expressly understood and agreed that this waiver and release shall operate only in favor of Irving, and shall not constitute a waiver of any right or release of any extraterritorial jurisdiction that Grand Prairie may assert over any other territory or against any other municipality.

SECTION 2

Irving agrees to accept into the territorial limits of its city the tract of land granted to it under this Agreement.

SECTION 3

Irving and Grand Prairie agree that, from and after the effective date of this Agreement, Irving shall retain ownership of and be responsible for the operation, repair, and maintenance of the portion of the bridge which is the subject matter of this agreement, and all structures and facilities located within the tract of land described as "Parcel 7" in Exhibit A.

SECTION 4

Neither party shall have the right to assign that party's interest in the Agreement without the prior written consent of the other party.

SECTION 5

Nothing contained in this Agreement shall constitute or be deemed to be a waiver of any right, claim, cause of action, or immunity or defense of either Irving or Grand Prairie.

SECTION 6

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable. Provided, however, that if the illegality, invalidity, or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid, or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either Irving or Grand Prairie may, upon written notice to the other, terminate this Agreement and the parties agree to enter into good faith negotiations to replace this Agreement with a contract as similar to the terms and conditions of this Agreement as legally permissible.

SECTION 7

Irving and Grand Prairie agree that in the event of any litigation between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

SECTION 8

Irving and Grand Prairie agree that this Agreement shall take effect only upon ratification of adoption by the governing bodies of each city.

SIGNED this ____ day of _____, 2019.

CITY OF IRVING, TEXAS

CITY OF GRAND PRAIRIE, TEXAS

Richard H. Stopfer, Mayor

Tom Hart, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kuruvilla Oommen, City Attorney

Megan Mahan, City Attorney

ATTEST:

ATTEST:

Shanae Jennings, City Secretary

Cathy DiMaggio, City Secretary

EXHIBIT "A"
PARCEL 7
CITY OF GRAND PRAIRIE TO THE CITY OF IRVING
FIELD NOTES DESCRIBING A PORTION OF MACARTHUR BOULEVARD

BEING a tract of land situated in the Israel Jennings Survey, Abstract No. 679 and the Rowland Huitt Survey, Abstract No. 617, in the City of Grand Prairie, Dallas County, Texas, and being part of MacArthur Boulevard, and being more particularly described by as follows:

COMMENCING at an ell corner in the current city limit line of the City of Irving as described in City of Irving Ordinance No. 931, being the intersection of the north right-of-way line of Hunter Ferrell Road and the old east right-of-way line of MacArthur Boulevard (formerly known as Meyers Road);

THENCE South 00 degrees 11 minutes 21 seconds East, along said existing City of Irving city limit line and said old east right of way line, a distance of 3,668 feet more or less, to the POINT OF BEGINNING being in the south bank of the West Fork of the Trinity River;

THENCE Easterly, departing said old east right-of-way line, continuing along said existing City of Irving city limit line and along said south bank a distance of 51 feet more or less to a point for corner in the south bank of the West Fork of the Trinity River;

THENCE South 00 degrees 23 minutes 50 seconds East, departing said existing City of Irving city limit line and said south bank, a distance of 236 feet more or less to a point for corner;

THENCE Westerly, 20 feet south and parallel to the south bridge abutment, a distance of 110 feet more or less to a point for corner;

THENCE North 00 degrees 35 minutes 57 seconds West, a distance of 235 feet more or less to an ell corner in the present City of Grand Prairie city limit line as described in City of Grand Prairie Ordinance No. 1912;

THENCE North 89 degrees 24 minutes 03 seconds East, across said MacArthur Boulevard, a distance of 60 feet more or less to the POINT OF BEGINNING AND CONTAINING 0.5969 acres of land, more or less.