

**CITY OF GRAND PRAIRIE ORDINANCE NO. \_\_\_\_\_**  
**CITY OF FORT WORTH ORDINANCE NO. \_\_\_\_\_**

**A JOINT ORDINANCE AND BOUNDARY AGREEMENT BETWEEN THE CITY OF  
GRAND PRAIRIE AND THE CITY OF FORT WORTH RELEASING AND  
ACCEPTING CORPORATE LIMITS.**

**STATE OF TEXAS                   §**  
  **§**  
**COUNTY OF TARRANT       §**

**WHEREAS**, the City of Fort Worth (“Fort Worth”) is a home-rule city situated within the Counties of Tarrant, Denton, Parker, Johnson and Wise, Texas; and

**WHEREAS**, the City of Grand Prairie (“Grand Prairie”) is a home-rule city situated within the Counties of Tarrant, Ellis and Dallas, Texas; and

**WHEREAS**, Fort Worth and Grand Prairie share common boundaries; and

**WHEREAS**, Fort Worth has received a petition in writing from Oaksbranch, L.P., whose property straddles both cities, requesting the disannexation of the property by Fort Worth and annexation by Grand Prairie to facilitate the development of the property; and

**WHEREAS**, municipalities in Texas are authorized and empowered, pursuant to Chapter 43 of the Texas Local Government Code, to exchange area with other municipalities; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, the tract of land subject to this Ordinance shown on Exhibit “A” and fully described in Exhibit “B” is less than 1,000 feet in width; and

**WHEREAS**, Fort Worth and Grand Prairie desire to adjust their corporate boundary lines, whereby Fort Worth will release land from its corporate limits to be relinquished to and become part of the corporate limits of Grand Prairie, and Grand Prairie will accept this land from Fort Worth to become part of the corporate limits of Grand Prairie; and

**WHEREAS**, the respective governing bodies of the cities hereby determine that this joint ordinance is in the best interest of the health, safety, morals and welfare of the citizens of the respective cities and hereby authorize the mayor of each city to execute this joint ordinance and agreement.

**NOW, THEREFORE, BE IT ORDAINED AND MUTALLY AGREED BY THE  
CITY COUNCIL OF THE CITY OF GRAND PRAIRIE AND THE CITY COUNCIL OF**

## **THE CITY OF FORT WORTH:**

### **SECTION 1.**

Pursuant to Sections 43.021 and 43.031 of the Texas Local Government Code, the City of Fort Worth and the City of Grand Prairie hereby agree that the boundaries between the cities will be adjusted as depicted in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

### **SECTION 2.**

In accordance with the terms of this Joint Ordinance and Boundary Agreement, the City of Fort Worth hereby relinquishes approximately 6.17 acres on Exhibit “A” and described in Exhibit “B” to the City of Grand Prairie and disannexes and discontinues such property as part of the City of Fort Worth. The City of Grand Prairie accepts and annexes the land depicted on Exhibit “A” into its corporate limits.

### **SECTION 3.**

This ordinance shall be cumulative of all provision of ordinances of the City of Fort Worth and the City of Grand Prairie, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

### **SECTION 4.**

It is hereby declared to be the intention of the City Councils of Fort Worth and Grand Prairie that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections, since the same would have been enacted without incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

### **SECTION 5.**

The City of Fort Worth and the City of Grand Prairie do hereby covenant and agree to protect, preserve, and defend the herein depicted boundary adjustment.

### **SECTION 6.**

The City of Fort Worth and the City of Grand Prairie agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary changes resulting there from do not mitigate, diminish or lessen any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations, or extraterritorial jurisdiction claims made by the other party.

**SECTION 7.**

The Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the City of Fort Worth and the City of Grand Prairie by the adoption of same in regular open city council meetings of the City of Fort Worth and the City of Grand Prairie.

**SECTION 8.**

This Joint Ordinance and Boundary Agreement, upon adoption by both cities, shall be executed in duplicate originals by the Mayor of each city.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF FORT WORTH, TEXAS

\_\_\_\_\_  
Mayor Betsy Price, City of Fort Worth

ATTEST:

\_\_\_\_\_  
City Secretary, City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GRAND PRAIRIE, TEXAS

\_\_\_\_\_  
Mayor, City of Grand Prairie

ATTEST:

\_\_\_\_\_  
City Secretary, City of Grand Prairie

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY