

EXHIBIT A
BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Dallas, Texas, hereinafter referred to as Dallas, and the City of Grand Prairie, Texas, hereinafter referred to as Grand Prairie.

WHEREAS, Dallas's western boundary is in part contiguous with the eastern boundary of Grand Prairie; and

WHEREAS, this existing boundary does not presently allow the efficient development and delivery of city services to the area; and

WHEREAS, the cities desire to modify their mutual boundary so as to allow more efficient development and delivery of city services to the area; and

WHEREAS, representatives of Dallas and Grand Prairie have met and agreed on a mutually acceptable boundary which is in the best interest of the citizens of each city.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Dallas and Grand Prairie agree as follows:

SECTION I.

Statement of Intent

It is the intent of Dallas and Grand Prairie to modify their respective boundaries in the following manner:

Adjust 15.373 acres of land in the city of Dallas located east of Hardy Road, north of Pioneer Parkway, and more particularly described in Attachment No. 1, attached hereto and made a part of this AGREEMENT, into the territorial limits of Grand Prairie.

SECTION II.

Release of Territory

Dallas agrees to release the property described in Attachment No. 1 to Grand Prairie.

SECTION III.

Waiver of Extraterritorial Jurisdiction

Dallas does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the property described in Section II in favor of Grand Prairie. It is expressly agreed and understood that this waiver shall operate only in favor of Grand Prairie, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Dallas may be able to assert against any other municipality.

SECTION IV.

Service Plans

Upon ratification and adoption of this agreement by the city council of Grand Prairie, Grand Prairie does hereby agree to immediately begin implementation into the affected area of the service plan attached to and made a part of this agreement as Attachment No. 2.

SECTION V.

Effective Date

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

SIGNED this the ____ day of _____, 2019.

CITY OF GRAND PRAIRIE, TEXAS

CITY OF DALLAS, TEXAS

City Manager

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:
CHRISTOPHER J. CASO, Interim City Attorney

By _____

By _____
Assistant City Attorney

ATTEST:

ATTEST:

City Secretary

Billierae Johnson, City Secretary

AREA B**Description of Area B:**

Being a 15.373 acre tract of land, and being out of the Alex Cockrell Survey, Abstract No. 245, and the McKinney and Williams Survey, Abstract No. 1064, located in Dallas County, Texas, said 15.373 acre tract being a portion of a called 53.6 acre tract, a called 31 acre tract, a 37 acre tract, and a 25 acre tract of land deeded to TP&L, according to the deed thereof recorded in Volume 1992, Page 1 of the Deed Records of Dallas County, Texas, said 15.373 acre tract also being a portion of a called 30.67 acre tract of land deeded to DP&L, according to the deed thereof recorded in Volume 1991, Page 5 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at the most northerly, northwest corner of a called 26.202 acre tract of land (called Tract 4 per deed) deeded to City of Grand Prairie, according to the deed thereof recorded in Volume 2000201, Page 3551, of the Deed Records of Dallas County, Texas and the most easterly, southwest corner of Common Area "A" Block 1064A/6113 of Mountain Creek Lake Installment No. 2, an addition to the City of Grand Prairie according to the plat thereof recorded in Instrument No. 200900269017, of the Plat Records of Dallas County, Texas, said point also being in the easterly line of Hardy Road, a variable width right-of-way;

THENCE S. 00°37'33" E., along the common line of said Hardy Road and said Tract 4, a distance of 73.02 feet to a point for corner in said easterly line of Hardy Road and beginning of a curve to the right having a radius 527.70 feet;

THENCE continuing along common line of said Hardy Road and Tract 4, and with said curve to the right, through a central angle of 21°40'50", an arc distance of 199.68 feet, and having a chord which bears S. 10°12'52" W., a distance of 198.49 feet to the POINT OF BEGINNING of herein described tract;

THENCE S. 47°12'46" E., departing said Hardy Road and with the common line of said 15.373 acre tract and said Tract 4, a distance of 204.22 feet to a point for corner;

THENCE S. 07°18'43" W., with the common line of said 15.373 acre tract and said Tract 4, a distance of 3415.81 feet to a point for corner on the approximate elevation of 458 contour near the shoreline of Mountain Creek Lake;

THENCE along the common line of said 15.373 acre tract and said meanders of the elevation of 458 contour of Mountain Creek Lake, the following 4 courses;

- (1) S. 61°44'54" W., a distance of 18.37 feet to a point for corner;
- (2) S. 00°51'42" E., a distance of 24.54 feet to a point for corner;
- (3) N. 82°25'10" W., a distance of 106.87 feet to a point for corner;
- (4) S. 82°27'32" W., a distance of 73.64 feet to a point for corner;

THENCE with the common line a called 228.383 acre tract of land (called Tract 3 per deed) deeded to City of Grand Prairie, according to the deed thereof recorded in Volume 2000201, Page 3551, of the Deed Records of Dallas County, Texas and said 15.373 acre tract the following 2 calls;

- (1) N. 07°18'43" E., a distance of 3371.51 feet to a point for corner;
- (2) N. 47°12'46" W., a distance of 69.09 feet to a point for corner, said point in aforementioned Hardy Road and being in a curve to the left having a radius 527.70 feet;

THENCE along the common line of said Hardy Road and said 15.373 acre tract and with said curve to the left through a central angle of 21°05'33", an arc distance of 194.27 feet and a chord which bears N. 31°36'04" E., a distance of 193.17 feet to the POINT OF BEGINNING, and CONTAINING 669,641 square feet or 15.373 acres of land, more or less.

Notes:

-This description/exhibit is not from an on the ground survey. It is based on existing deed information and survey prepared by Don Randall Hughes R.P.L.S. No. 5345 dated 8-24-2000 and is not to be used to convey title.

-The Surveyor prepared this exhibit without the benefit of a Title Commitment. The surveyor has not abstracted the record title and/or easements of subject property and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property.

-This exhibit does not show existing improvements or easements.



M. L. Mitchell
Registered Professional Land Surveyor
Registration No. 2617

EXHIBIT A

**15.373 ACRES IN THE
ALEX COCKRELL SURVEY
ABSTRACT NO. 245 AND THE
MCKINNEY & WILLIAMS SURVEY
ABSTRACT NO. 1064**

City of Grand Prairie, Dallas County, Tx

KEETON SURVEYING COMPANY

H.B. KEETON M.S. KEETON
REGISTERED PROFESSIONAL LAND SURVEYORS
2037 DALWORTH STREET GRAND PRAIRIE, TEXAS
PHONE: (972) 641-0843 FAX: (972) 647-0154
E-MAIL: ksc4019@sbcglobal.net

DATE: 03/12/2019 SCALE: 1"=400' FILE: GP-ANNEXareaR
K:/2018 PROJECTS/CITY OF GRAND PRAIRIE ANNEX

ATTACHMENT NO. 2

SERVICE PLAN

As required by Texas Local Government Code Section 43.056, following is the Service Plan for the property described below and also identified on the attached map.

BEING a 15.373 acre tract of land situated in the Alex Cockrell survey, Abstract No. 245, City of Dallas, Dallas County, Texas and being a portion of a tract of land described in the deed recorded in Volume 1992, Page 1, Deed Records of Dallas County, Texas.

As a result of a series of negotiations, the cities of Dallas and Grand Prairie have agreed to a boundary adjustment covering the property described in Exhibit A, the boundary adjustment agreement.

It is the intent of Dallas and Grand Prairie to modify their respective boundaries in the following manner:

Adjust 15.373 acres of land in the city of Dallas located east of Hardy Road, north of Pioneer Parkway, and more particularly described in Exhibit A, attached hereto and made a part of this AGREEMENT, into the territorial limits of Grand Prairie.

The City of Grand Prairie will, to the extent it provides or authorizes such services itself or through contractual arrangements with other entities, provide the following services in the area upon the effective date of the annexation of the area:

A. Police Protection.

Police enforcement and protection services are to be provided by the extension of patrol into the annexed area and by response from the Grand Prairie Police Department to individual requests beginning on the effective date of the annexation ordinance.

B. Fire Protection (including emergency ambulance).

Fire protection personnel and equipment, and emergency medical personnel and equipment shall be provided to the annexed area upon request beginning on the effective date of the annexation ordinance.

C. Solid Waste Collection.

Solid waste collection service is to be provided to the annexed area in accordance with City of Dallas ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.

D. Water Service.

1. Water service is to be provided to the annexed area in accordance with City of Grand Prairie ordinances, resolutions, and regulations beginning on the

effective date of the annexation ordinance.

2. Water mains are to be extended to serve individual owners in the annexed area in accordance with City of Grand Prairie ordinances, resolutions, and regulations.
3. As development and construction of subdivisions commence within the annexed area, water mains are to be extended with City participation in the costs of these extensions in accordance with City of Grand Prairie ordinances, resolutions, and regulations.

E. Sanitary Sewer Service.

1. Wastewater service is to be provided to the annexed area in accordance with City of Grand Prairie ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.
2. Sanitary sewer mains are to be extended to serve individual owners in the annexed area in accordance with City of Grand Prairie ordinances, resolutions, and regulations.
3. As development and construction of subdivisions commence within the annexed area, sanitary sewer mains are to be extended with City participation in the costs of these extensions in accordance with City of Grand Prairie ordinances, resolutions, and regulations.

F. Maintenance of Roads and Streets.

1. Street maintenance and other street services are to be provided to the annexed area in accordance with City of Grand Prairie ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.
2. As streets are constructed in undeveloped portions of the annexed areas, the City is to participate in the cost of construction, acceptance upon completion, maintenance, and other services in accordance with City of Grand Prairie ordinances, resolutions, and regulations.

G. Parks and Recreation.

All of the City of Grand Prairie parks and recreation facilities are to be available for use by residents of the annexed area beginning on the effective date of the annexation ordinance.

H. Library Services.

All of the City of Grand Prairie library facilities are to be available for use by residents of the annexed area beginning on the effective date of the annexation ordinance.

I. Street Lighting.

The City of Grand Prairie is to provide for the placement of street lights in accordance with practices in all other areas of the city.

J. Traffic Engineering.

Necessary traffic studies are to be performed to determine the need for installation of street identification signs and proper traffic control devices within the annexed area in accordance with City of Grand Prairie ordinances, resolutions, and regulations.

K. Planning and Zoning.

The planning and zoning jurisdiction, including the subdivision platting process, of the City of Grand Prairie extend to the annexed area.

L. Storm Drainage (including flood plain regulations).

Studies are to be conducted to ascertain the limits of the 100-year floodplain in order to place the zoning flood plain prefix on any appropriate areas.

M. Capital Improvements.

Grand Prairie will initiate the acquisition or construction of capital improvements necessary for providing services adequate to serve the area annexed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. Any necessary capital improvements will be provided no later than 4 ½ years after the effective date of the annexation ordinance.

N. Miscellaneous.

General municipal administrative and code enforcement services of the City of Grand Prairie will be provided to residents of the annexed area, beginning on the effective date of the annexation ordinance.

This Service Plan, for the annexation of property to the City of Grand Prairie, has been prepared by the Department of Sustainable Development and Construction of the City of Grand Prairie, with assistance from other city departments, in conformance with requirements of the Texas Local Government Code Section 43.056 and the Grand Prairie City Charter.

Prepared this __ day of _____, 2019.