

**1891 STATE HIGHWAY 360 (GRAND PRAIRIE)  
2696 BURNEY ROAD (ARLINGTON)**

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FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties do hereby agree as follows:

**I.**

**Applicability**

- 1.1 The property to be developed as the Unified Development along the common boundary of Arlington and Grand Prairie encompass approximately 5.69 acres with approximately 2.95 acres located in Grand Prairie and approximately 2.74 acres located in Arlington, as depicted and shown in Exhibit "A" (the "Land"). This Agreement applies to the development of the Land as a Unified Development with a portion of the development in each city.
- 1.2 This document is intended to facilitate communication and cooperation, and describe duties and responsibilities between the two cities in matters relating to platting, zoning, property tax, infrastructure, building plans review, permits, inspections, law enforcement, fire protection and prevention, and other matters that arise concerning the Unified Development of the Land. The cities agree to take all actions necessary and appropriate to carry out the terms and provisions of this Agreement and to assist each other in carrying out the terms and provisions of this Agreement.

**II.**

**Governmental Functions and Responsibilities**

- 2.1 Arlington and Grand Prairie hereby agree to consult and cooperate when the owners of the Land seek to develop the Land as the Unified Development. Each city will designate a project coordinator to maintain communication and assist the development.
- 2.2 Each city shall retain full sovereign authority for zoning applications for that portion of the Land within its corporate limits. The cities shall cooperate in coordinating the processing of zoning applications that will be compatible with the other city's development requirements. However, in the event that there is a conflict between the two cities' development requirements, Arlington's shall control.
- 2.3 Each city shall retain full sovereign authority for subdivision plat applications for that portion of the Land within its corporate limits. A single plat document may be presented for review by both cities clearly depicting the portions

of the Land located in each city. Such document shall comply with each city's subdivision regulations, having due regard for the other city's public infrastructure requirements. The cities shall cooperate in assuring adequate public facilities for both cities shall be provided. This Agreement shall not affect the authority of either city to process the plat in accordance with that city's ordinances and the laws of this state.

- 2.4 The two cities have determined, based on the location of the improvements proposed, to assume the following responsibilities related to construction of the overall Unified Development:

Other than compliance with the terms of this Agreement, the construction of the proposed commercial development on the Land shall be in full compliance with all applicable standards of Arlington. The developer shall submit the proposed civil and building construction plans to Arlington for review and approval. Arlington will be responsible for all construction inspection.

- 2.5 Unless otherwise specified in this Agreement, neither city will be obligated to pay for infrastructure costs necessary due to the development.
- 2.6 Grand Prairie hereby agrees to provide all police, fire and emergency medical services to the Land including, but not limited to first responder services pursuant to 9-1-1 calls, routine police patrols, investigative services, fire suppression, EMS responses and rescues, fire inspections, fire investigations, fire code enforcement, public education, emergency management and other services typically provided by the Grand Prairie police and fire departments.
- 2.7 Arlington and Grand Prairie peace officers shall have concurrent jurisdiction on the Land. The authority of Arlington peace officers is expanded to include all the powers and duties of a Grand Prairie peace officer on the Land. The authority of Grand Prairie peace officers is expanded to include all the powers and duties of an Arlington peace officer on the Land. Grand Prairie Police Department will have primary jurisdiction on the Land and be responsible for providing the services outlined in 2.6 above.
- 2.8 To the extent authorized by Section 29.003(a) and (i) of the Texas Government Code, the Grand Prairie Municipal Court and Arlington Municipal Court are hereby given concurrent original jurisdiction for the statutorily authorized cases arising on the Land.
- 2.9 Arlington hereby agrees to provide Certificate of Occupancy issuance, Health

Licensing, and other such related permits and licenses, including all necessary inspections.

### **III.**

#### **Revenue**

- 3.1 Each city shall retain applicable zoning, platting, impact, and inspection fees typically charged development within the respective city. Such fees are not subject to the revenue sharing provisions of this Agreement. The cities agree to coordinate fees to avoid possible double charges to the Unified Development. The cities may arrange to have one city collect a fee and reimburse the other city for its share of the fee.
- 3.2 Each city shall collect ad valorem taxes applicable to the portion of the Land within the city limits of such city. The cities agree to report the amount of ad valorem taxes collected from the Unified Development of the Land to each other annually and to allocate the total proceeds on the following basis gross of any rebates:

Arlington: 25%                      Grand Prairie: 75%

*By way of example: if Arlington collects \$100 and Grand Prairie collects \$100, Arlington agrees to remit to Grand Prairie \$50. ( $\$200 \times 75\% = \$150$ , less \$100 collected = \$50).*

All ad valorem tax calculations for revenue sharing purposes will be calculated on a gross basis as it relates to any economic incentive agreements unless otherwise agreed by Arlington.

- 3.3 All shared revenue will be remitted within ninety (90) days following the close of the fiscal year.
- 3.4 Each city shall retain their respective portions of sales tax remitted by the State Comptroller of Public Accounts for the Unified Development based on the Comptroller's determination of allocation pursuant to state law.

### **IV.**

#### **Term**

This Agreement shall begin on the date first written above and shall continue in full force and effect unless terminated earlier in accordance with this

Agreement.

**V.**  
**Termination**

This Agreement may be terminated by mutual agreement of the parties.

**VI.**  
**Notices**

All written notices or documentation called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City of Arlington:  
101 W. Abram Street  
Arlington, Texas 76010  
Attn: City Manager

City of Grand Prairie:  
317 S. College Street  
Grand Prairie, Texas 75053  
Attn: City Manager

**VII.**  
**Immunity**

It is expressly understood and agreed that in the execution of this Agreement, neither city waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VIII.**  
**Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**IX.**  
**Applicable Law**

This Agreement is entered into subject to the City Charter and Ordinances of the cities of Arlington and Grand Prairie, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and venue.

**X.**

**Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

**XI.**

**Non-Waiver**

It is further agreed that one or more instances of forbearance by Arlington or Grand Prairie in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XII.**

**Authorization**

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

EXECUTED on the date first written above.

**CITY OF ARLINGTON, TEXAS**

\_\_\_\_\_  
Printed Name: Trey Yelverton  
Title: City Manager

ATTEST:

\_\_\_\_\_  
Mary Supino, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**CITY OF GRAND PRAIRIE, TEXAS**

\_\_\_\_\_  
Printed Name: Tom Hart  
Title: City Manager

ATTEST:

\_\_\_\_\_  
Cathy DiMaggio, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT "A"**

**GRAND PRAIRIE SIDE**

**LEGAL DESCRIPTION**

BEING all of that certain tract of land, being 2.004 acres situated In the M. K. Selvidge Survey, Abst. No. 1423, Tarrant County, Texas, being that certain tract of land conveyed to TLC Properties, Inc. by deed recorded in Clerk' s File Number D208317739, Deed Records, Tarrant County, Texas, and a tract of land out of the Larkin Barnes survey, Abstract Number 113 and the M. K. Selvidge Survey, Abstract Number 1423, Tarrant County, Texas, being more particular described as follows:

BEGINNING at a 1/ 2" iron rod with yellow plastic cap stamped "GEONAV" set at the northeast corner of said TLC Properties, Inc. tract in the south line of Burney Road and the west line of State Highway No. 360 at the beginning of a non -tangent curve to the left whose radius is 11634.16 feet (11, 634. 16 feet in deed) and whose long chord bears South 11 degrees 50 minutes 04 seconds West, 367. 48 feet (South 11 degrees 59 minutes 55 seconds, 366.11 feet in deed);

THENCE along the West line of said State Highway No. 360 along said curve in a southerly direction through a central angle of 01 degrees 48 minutes 35 seconds a distance of 367.49 feet (01 degrees 48 minutes 11 seconds, 366. 13 feet in deed) to a 1/ 2" iron rod with yellow plastic cap stamped " GEONAV" set at the southeast corner of said TLC Properties, Inc. tract and the most easterly northeast corner of that certain tract of land conveyed to Burney 360, Inc. by deed recorded in Clerk' s File Number D205375895, Deed Records, Tarrant County, Texas;

THENCE 222. 88 feet (222.88 feet in deed) along said curve to the left and said westerly line of state highway no. 360, having a radius of 11, 634. 16 feet (11, 634. 16 feet in deed). A central angle of 01 degree 05 minutes 52 seconds (01 degree 05 minutes 52 seconds in deed) and along chord bearing South 10 degrees 14 minutes 02 seconds West, 222. 88 feet (South 10 degrees 46 minutes 37 seconds West, 222. 88 feet in deed) to a point (not monumented) from which a found " X" in concrete bears South 81 degrees 02 minutes 05 seconds East, a distance of 4.19 feet;

THENCE South 89 degrees 49 minutes 28 seconds West (North 89 degrees 37 minutes 57 seconds West in deed), departing said westerly right of way line, a distance of 167. 75 feet (167. 75 feet in deed) to a point (not monumented) from which a found " X" in concrete bears North 69 degrees 11 minutes 26 seconds East, a distance of 4.48 feet;

THENCE North 00 degrees 02 minutes 44 seconds East, 578.57 feet to a 1/ 2 -inch iron rod found in the south line of said Burney Road;

THENCE North 89 degrees 18 minutes 46 seconds East, along the south line of said Burney Road, 282. 32 feet (North 89 degrees 57 minutes 37 seconds East, 282.32 feet in deed) to the POINT OF BEGINNING and CONTAINING 2.95 acres of land, more or less.



ARLINGTON SIDE

LEGAL DESCRIPTION

BEING a tract of land out of the Larkin Barnes survey, Abstract Number 113 and the M.K. Selvidge Survey, Abstract Number 1423, Tarrant County, Texas:

Beginning at a found 1/2-inch iron rod in the northeast corner of the said Larkin Barnes Survey;

THENCE South 00 degrees 02 minutes 44 seconds West, a distance of 578.57 feet along the east line of said Larkin Barnes Survey, same being a common city limits line between the cities of Arlington and Grand Prairie to a point;

THENCE along the centerline of said Burney Oaks Drive as follows: South 89 degrees 49 minutes 28 seconds west (North 89 degrees 37 minutes 57 seconds West in deed), a distance of 14.74 feet (14.74 feet in deed) to a 1/2 inch iron rod with cap set for corner at the beginning of a curve to the right; Westerly 125.33 feet (125.33 feet in deed) along said curve to the right, having a radius of 160.00 feet (160.00 feet in deed), a central angle of 44 degrees 52 minutes 49 seconds (44 degrees 52 minutes 45 seconds in deed) and a long chord bearing North 67 degrees 24 minutes 41 seconds West (North 66 degrees 52 minutes 06 seconds West in deed), a distance of 122.15 feet (122.15 feet in deed) to a 1/2 inch iron rod with cap set for corner;

THENCE North 45 degrees 31 minutes 44 seconds west (North 44 degrees 59 minutes 09 seconds West in deed), a distance of 74.07 feet (74.07 feet in deed) to a 1/2 inch iron rod with cap set for corner at the beginning of a curve to the right; Westerly 124.60 feet (124.60 feet in deed) along said curve to the right having a radius of 160.00 feet (160.00 feet in deed), a central angle of 44 degrees 37 minutes 15 seconds (44 degrees 37 minutes 15 seconds in deed), and a long chord bearing of North 21 degrees 54 minutes 54 seconds West (North 21 degrees 22 minutes 19 seconds West in deed), a distance of 121.48 feet (121.48 feet in deed) to a 1/2 inch iron rod with cap set for corner;

THENCE North 00 degrees 32 minutes 41 seconds west (00 degrees 00 minutes 06 seconds west in deed), a distance of 364.37 feet (364.37 feet in deed) to a p.k. nail found lying in the south right of way line of Burney Road for a corner;

THENCE North 89 degrees 18 minutes 46 seconds East (North 89 degrees 51 minutes 21 seconds East in deed), a distance of 229.59 feet (229.59 feet in deed) along said South right of way line of Burney Road to the PLACE OF BEGINNING and containing 2.74 acres of land, more or less.