

**MEMORANDUM OF UNDERSTANDING
BETWEEN DALLAS COUNTY AND THE
CITIES OF GRAND PRAIRIE AND IRVING
RELATED TO THE ACCEPTANCE OF THE
HUNTER-FERREL AND MACARTHUR
“DALLAS COUNTY ORPHAN” ROADS AND
ESTABLISHMENT OF A MUTUAL BOUNDARY LINE**

THIS **MEMORANDUM OF UNDERSTANDING (“MOU”)** is entered into as of the 1st day of September, 2015, by and between Dallas County, Texas and the City of Grand Prairie, Texas, a municipal corporation situated in Dallas, Tarrant, Ellis, and Johnson Counties, Texas (“Grand Prairie”), and the City of Irving, Texas, a municipal corporation situated in Dallas County, Texas (“Irving”).

RECITALS

- A. Grand Prairie and Irving are home rule cities.
- B. Dallas County seeks to relinquish Hunter-Ferrell and MacArthur “orphan roads” that lie between the existing municipal boundaries of Grand Prairie and Irving.
- C. Grand Prairie and Irving now desire to accept the “orphan roads” and adjust the boundary between the two cities to promote orderly development and to ensure public safety and effective delivery of municipal services.
- D. Section 43.021 of the Texas Local Government Code authorizes a home-rule municipality to fix the boundaries of municipality, extend boundaries the boundary of a municipality, annex area adjacent to a municipality, and exchange area with other municipalities according to the rules as may be provided by the charter of the municipality that are not inconsistent with the procedural rules prescribed by the Texas Local Government Code.
- E. Section 43.031 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes to their boundaries that are less than 1,000 feet in width.

Section 1. Purpose. The purpose of this MOU to establish the terms and conditions between the Parties necessary to facilitate the acceptance of the Hunter-Ferrell and MacArthur “Dallas County orphan roads” and boundary line adjustment by and between Grand Prairie and Irving. This MOU is expressly conditioned upon and subject to the Parties entering into a mutually satisfactory understanding as to all aspects of the proposed transaction. Accordingly, this MOU shall not be binding upon the Parties in any way except to the extent it reflects the intent of the Parties to proceed with the

acceptance of the “Dallas County orphan roads” and the establishment of a mutual boundary line between the Parties.

Section 2. Legal Description of Property. The property in question is located as graphically depicted and identified in Exhibit A and more particularly described in Exhibit B attached to and part of this MOU (“Legal Description”).

Section 3. Aspects of the Proposed Boundary Line Adjustment. The Parties agree to take timely action to initiate and complete the acceptance of the Hunter-Ferrell and MacArthur “Dallas County orphan roads” and thus establish by boundary line adjustment the mutual municipal corporate boundary of Grand Prairie and Irving as follows:

1. Beginning at the easterly line of Beltline Road, at its intersection with Hunter-Ferrell Road, and running in a primarily easterly direction, the shared municipal corporate city limit line between Grand Prairie and Irving shall be on the north side of Hunter-Ferrell road to a line just past the Hunter-Ferrell Bridge at which point the shared municipal corporate city limit line between Grand Prairie and Irving shall shift to the south side of Hunter-Ferrell and continue easterly to the westerly line of MacArthur Boulevard.
 - a. Any portion of Hunter-Ferrell Road classified as a Dallas County “orphan road” located between Beltline Road and the easterly most extent of the Hunter-Ferrell Bridge shall be annexed to Grand Prairie in accordance with timeline depicted in Exhibit C.
 - b. All of the newly completed Hunter-Ferrell Bridge shall be within the municipal corporate limits of Grand Prairie.
 - c. Any portion of Hunter-Ferrell Road classified as a Dallas County “orphan road” located between the easterly most line of the Hunter-Ferrell Bridge to the westerly line of MacArthur Boulevard shall be annexed to Irving in accordance with the timeline depicted in Exhibit (Reference Irving Document).
2. Beginning at the southerly line of Hunter-Ferrell Road, at its intersection with MacArthur Boulevard, and continuing in a primarily southerly direction, the shared municipal corporate city limit line between Grand Prairie and Irving shall be on the west side of MacArthur Boulevard to a line just past the MacArthur Boulevard Bridge currently under construction at which point the shared municipal corporate city limit line between Grand Prairie and Irving shall shift to the east side of MacArthur Boulevard and continue southerly to the northerly line of Interstate 30.
 - a. Any portion of MacArthur Boulevard classified as a Dallas County “orphan road” located between Hunter-Ferrell Road and the southerly most extent

of the MacArthur Bridge shall be annexed to Irving in accordance with the timeline depicted in Exhibit (Reference Irving Document).

- b. All of the yet to be completed MacArthur Boulevard Bridge shall be within the municipal corporate limits of Irving.
 - c. Any portion of MacArthur Boulevard Road classified as a Dallas County "orphan road" located between the southerly most line of the MacArthur Boulevard Bridge to the northerly line of Interstate 30 shall be annexed to Grand Prairie in accordance with the timeline depicted in Exhibit C.
3. Annexation of the Dallas County "orphan road", along the MacArthur Boulevard alignment, between the northerly extent of the yet to be constructed MacArthur Boulevard Bridge and the southerly extent of the MacArthur Boulevard Bridge shall commence within 90-days of completion of the bridge.

Section 4. Legal Effect of MOU. Grand Prairie and Irving understand and agree that this MOU constitutes only an expression of intent and shall have no legal or binding effect on the parties.

Section 5. Term. The term of this MOU will commence on the execution date hereof and shall terminate upon the completion of: 1) boundary line adjustment between Grand Prairie and Irving, and 2) annexation of the aforementioned Dallas County "orphan roads".

Section 6. Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint ventures by virtue of this MOU, nor shall either party be an agent, representative, trustee or fiduciary of the other. Neither party shall have any authority to bind the other to any agreement. This MOU is not assignable or transferable by either party without the other party's written consent.

Section 7. Amendments. The parties reserve the right to amend this MOU. Any amendment of this MOU must be in writing and signed by both parties.

Executed by the parties as of the date first above written.

Grand Prairie:

By: _____
Honorable Mayor Ron Jensen

ATTEST:

Cathy Dimaggio, Grand Prairie City Secretary

APPROVED AS TO FORM:

Donald Postell, Grand Prairie City Attorney