

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO WIT: BEING AN APPROXIMATELY 1045 ACRE TRACT OF LAND IN ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF 287 INCLUDING LAND SITUATED IN THE S.A. & M.G.R.R. CO. SURVEY, ABSTRACT NO. 1056, D. MORGAN SURVEY, ABSTRACT NO. 1224, J. THOMPSON SURVEY, ABSTRACT NO 1086, J. JONES SURVEY, ASBTRACT NO 583, JOSEPH STEWART SURVEY, ABSTRACT NO. 961, A. REEVES SURVEY, ABSTRACT NO. 939, AND ALL ADJACENT RIGHTS-OF- WAY INTO THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Grand Prairie is a Home Rule Municipality located in Dallas, Tarrant, and Ellis County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Grand Prairie City Charter (the “City”); and

**WHEREAS**, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 17th day of December, 2024, in the City of Grand Prairie Council Chambers, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

**WHEREAS**, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

**WHEREAS**, the notice of the public hearing was published in a newspaper of general circulation within the City of Grand Prairie, Texas and the area to be annexed, on a date not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

**WHEREAS**, the Ordinance was first published in a newspaper of general circulation in the City at least thirty (30) days prior to December 17, 2024;

**WHEREAS**, all City of Grand Prairie charter requirements and required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

**WHEREAS**, the City Council of the City of Grand Prairie, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Grand Prairie, Texas; and



**WHEREAS**, the City Council of the City of Grand Prairie, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

**WHEREAS**, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Grand Prairie's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

**WHEREAS**, the Owners and the City have entered into a written agreement regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B" and incorporated as if fully set forth herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:**

#### **SECTION 1. INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

#### **SECTION 2. OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

#### **SECTION 3. ANNEXATION OF AREA**

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

#### **SECTION 4. FILING OF ORDINANCE REQUIRED**

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

#### **SECTION 5. EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Grand Prairie, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Grand Prairie, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

#### **SECTION 6. CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the

provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

#### **SECTION 7. SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

#### **SECTION 8. ENGROSSMENT AND ENROLLMENT**

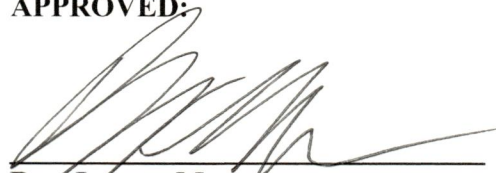
The City Secretary of the City of Grand Prairie is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Grand Prairie and by filing this Ordinance in the Ordinance records of the City.

#### **SECTION 9. EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

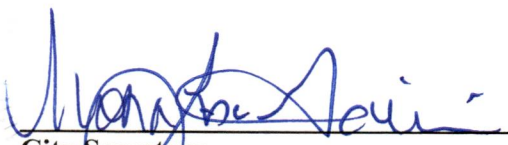
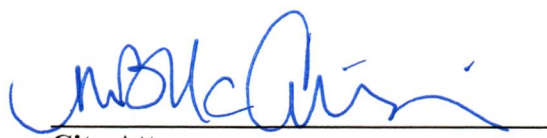
**FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THE 5<sup>th</sup> DAY OF November, 2024. SECOND AND FINAL READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 17<sup>th</sup> DAY OF December, 2024.**

**APPROVED:**

  
\_\_\_\_\_  
Ron Jensen, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Secretary  
\_\_\_\_\_  
City Attorney



**Exhibit A**  
**Metes and Bounds Description of Area Proposed to be Annexed**

**TRACT 1 ETJ – 1,045 ACRES**

BEING A 1,045 ACRE TRACT OF LAND, SITUATED IN THE S.A. & M.G.R.R. CO. SURVEY, ABSTRACT NO. 1056, D. MORGAN SURVEY, ABSTRACT NO. 1224, J. THOMPSON SURVEY, ABSTRACT NO. 1086, J. JONES SURVEY, ABSTRACT NO. 583, JOSEPH STEWART SURVEY, ABSTRACT NO. 961, AND THE A. REEVES SURVEY, ABSTRACT NO. 939, BEING OUT OF THE TRACTS OF LAND DESCRIBED BY DEED TO HC GPM LLC AS RECORDED IN INSTRUMENT NO. 2213805, DEED RECORDS, ELLIS COUNTY, TEXAS (D.R.E.C.T.), ALSO BEING A PORTION OF THE TRACTS OF LAND DESCRIBED BY DEED TO HC HARMONY HILL LLC, AS RECORDED IN INSTRUMENT NO.'S 2224153 AND 2224154, D.R.E.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found Aluminum Disk TX-DOT monument being a point in the existing northeast right-of-way line of West U.S. Highway 287 (having a variable width Right-Of-Way), also being the west corner of a tract of land described by deed to Kreher Steel Co. Inc., as recorded in Volume 2244, Page 1334, D.R.E.C.T.;

THENCE North 30°37'22" West, a distance of 2,469.23 feet to the POINT OF BEGINNING, being a set 1/2 inch iron rod with a "Graham Assoc Inc" (GAI) cap, and being in the southeast line of a tract of land conveyed by deed to Dr. R. G. Alexander, DDS, MSD, and Spouse Janna Alexander, as recorded in Volume 2600, Page 1493, D.R.E.C.T., also being in the northwest line of said HC Harmony Hill, LLC tract,

THENCE North 59°28'48" East, continuing along the said southeast line of the Alexander tract, a distance of 1,227.56 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 59°42'41" East, continuing along the said southeast line of the Alexander tract, a distance of 1353.49 feet to a set 1/2 inch iron rod with a "GAI" cap, being the east corner of said Alexander tract, also being the southwest corner of the northern remainder tract of land of said deed to Randol Mill Capital LLP;

THENCE North 00°25'19" West, along the south line of said Randol Mill Capital LLP northern tract, a distance of 199.74 feet to a found 1/2 inch iron rod with a yellow cap stamped "DCA INC", being the southeast corner of said Randol Mill Capital LLP northern tract;

THENCE North 80°44'05" East, leaving the said south line of Randol Mill Capital LLP northern tract, and along the east line of said Randol Mill Capital LLP northern tract, a distance of 901.24 feet to a found 1/2 inch iron rod with a yellow cap stamped "DCA INC", being the northeast corner of said Randol Mill Capital LLP northern tract;

THENCE North 00°34'32" West, leaving the said east line of Randol Mill Capital LLP northern tract, and along the north line of said Randol Mill Capital LLP northern tract, a distance 1162.27 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of said Randol Mill Capital LLP northern tract, also being in the east line of said Alexander tract;



THENCE South 80°39'59" West, leaving the said north line of said Randol Mill Capital LLP northern tract, and along the said east line of the Alexander tract, a distance of 899.64 feet to a set 1/2 inch iron rod with a "GAI" cap, being the north corner of said Alexander tract, also being a point for corner on the east line of a U.S.A. tract taken for lake purposes;

THENCE along said east line of U.S.A. Lake tract the following bearings and distances:

North 00°39'30" West, a distance of 1020.64 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 00°18'44" West, a distance of 377.75 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 74°18'19" East, a distance of 313.49 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

South 84°01'57" East, a distance of 690.12 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 67°27'25" West, a distance of 467.88 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 06°00'25" West, a distance of 1605.91 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 34°58'18" East, a distance of 449.38 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

South 87°16'02" East, a distance of 508.67 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 03°14'20" East, a distance of 467.31 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 29°57'57" West, a distance of 469.84 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 63°28'38" West, a distance of 386.07 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southeast corner of a tract of land described by deed to the U.S.A., as recorded in Volume 696, Page 307, D.R.E.C.T.;

THENCE leaving said east line of U.S.A. Lake tract, and along the east line of said U.S.A. tract the following bearings and distances:

North 00°44'59" West, a distance of 314.29 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 00°22'03" West, a distance of 342.47 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 51°17'16" West, a distance of 518.01 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 28°37'06" East, a distance of 559.09 feet to a found Aluminum Army Corp of Engineers monument for a point;

North 50°53'29" East, a distance of 867.05 feet to a found Aluminum Army Corp of Engineers monument for a point;

North 16°55'44" East, a distance of 515.50 feet to a found 5/8 inch iron rod, being in the southwest corner of a tract of land described by deed to the City of Grand Prairie, as recorded in Volume 2458, Page 370. D.R.E.C.T.;

THENCE South 89°56'00" East, leaving said east line of the U.S.A. tract, and along the south line of said Grand Prairie tract, a distance of 318.30 feet to a found Mag Nail, being the southeast corner of said City of Grand Prairie tract, also being in the southwest line of a tract of land described by deed to Atherton & Murphy Holdings Inc., as recorded in Volume 973, Page 263, D.R.E.C.T.;

THENCE South 00°04'27" West, leaving the said south line of the Grand Prairie tract, and along the said southwest line of Atherton & Murphy tract, a distance of 1557.48 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 89°50'14" East, continuing along the said southwest line of the Atherton & Murphy tract, a distance of 1088.78 feet to a found Mag Nail, being the northwest corner of a tract of land described by deed to Hal T. Thorne, as recorded in Instrument No. 1632258, D.R.E.C.T.;

THENCE South 00°08'12" East, leaving the said southwest line of the Atherton & Murphy tract, and along the west of said Thorne tract, a distance of 711.72 feet to a found 1/2 inch iron rod with a cap stamped "LANDPOINT", being the southwest corner of said Thorne tract;

THENCE North 89°51'04" East, leaving said west line of, and along the south line of said Thorne tract, a distance of 2090.91 feet to a found 5/8 inch iron rod with a cap stamped "LANDPOINT", being the southeast corner of said Thorne tract, also being in the said southwest line of the Atherton & Murphy tract;

THENCE South 43°37'04" East, leaving the said south line of the Thorne tract, and along the said southwest line of the Atherton & Murphy tract, a distance of 495.81 feet to a found 5/8 inch iron rod with a cap stamped "LANDPOINT" for a point;

THENCE South 59°31'36" East, continuing along said southwest line of the Atherton & Murphy tract, a distance of 712.62 feet to a found Mag Nail for a point;

THENCE South 39°45'25" East, continuing along said southwest line of the Atherton & Murphy tract, a distance 435.78 feet to a 1/2 inch with a yellow cap stamped "DCA INC" for a point;

THENCE South 06°10'01" East, continuing along the said southwest line of the Atherton & Murphy tract, until passing at a distance of 239.34 feet the south corner of said Atherton & Murphy tract, being the northwest corner of a tract of land described to the TCBL Corporation, as recorded in Volume 2160, Page 27, D.R.E.C.T., and continuing along the west line of said TCBL Corporation tract, a total distance of 596.39 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the north line of a tract of land described by deed to Burnitt Irrevocable Trust, as recorded in Document Number 1519720, D.R.E.C.T.;

THENCE South 88°42'01" West, a distance of 935.97 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of a tract of land described by deed to Michael Graham, as recorded in Volume 2384, Page 642, D.R.E.C.T., also being the northern most northeast corner of a tract of land described by deed to One Windsor Hills LP, as recorded in Volume 2199, Page 2119, D.R.E.C.T.;



THENCE South 89°46'05" West, along the north line of said One Windsor Hills tract, a distance of 562.56 feet to a set 1/2 inch iron rod with a "GAI" cap, being a point in the east line of a tract of land described by deed to Texas Midstream Gas Services as recorded in Volume 2687, Page 2254, D.R.E.C.T.;

THENCE North 01°07'09" West, leaving the said north line of the One Windsor Hills tract, and along the said east line of the Texas Midstream tract, a distance of 184.68 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of said Texas Midstream tract;

THENCE South 83°27'27" West, leaving said east line of, and along the north line of said Texas Midstream tract, a distance of 1386.37 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of said Texas Midstream tract;

THENCE South 01°07'51" East, leaving said north line of, and along the west of said Texas Midstream tract, a distance of 32.27 feet to a set 1/2 inch rod with a "GAI" cap, being in the north line of said One Windsor tract;

THENCE South 89°46'05" West, leaving the said west line of the Texas Midstream tract, and along the said north line of the One Windsor tract, a distance of 59.03 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of said One Windsor tract;

THENCE South 00°13'55" East, leaving the said north line of, and along the west line of said One Windsor tract, a distance of 1965.03 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southwest corner of said One Windsor tract;

THENCE South 83°32'55" East, leaving the said west line of, and along the south of said One Windsor tract, a distance of 447.87 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of a tract of land described by the deed recorded in JAS Holdings LLC, as recorded in Volume 2051, Page 2082, D.R.E.C.T.;

THENCE South 00°16'39" East, leaving the said south line of the One Windsor tract, and along the west line of said JAS Holdings tract, a distance of 712.69 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 28°35'03" East, continuing along said west line of the JAS Holdings tract, a distance of 1286.07 feet to a 1/2 inch iron rod with a "GAI" cap, being the southwest corner of said JAS Holdings tract, also being the northwest corner of the remainder of Tract II described by deed to One Windsor Hills LP, as recorded in Volume 2199, Page 2425, D.R.E.C.T.;

THENCE South 28°35'55" East, leaving the said west line of the JAS Holdings tract, and along the west line of said remainder of Tract II, distance of 306.17 feet to a set 1/2 inch iron rod with a "GAI" cap, for the beginning of a tangent curve to the right having a radius of 1560.13 feet, a central angle of 24°18'13", and a long chord which bears South 16°26'49" East, 656.83 feet;

THENCE continuing along the said west line of remainder of Tract II, and along said curve to the right, an arc distance of 661.78 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 04°17'42" East, continuing along the said west line of remainder of Tract II, a distance of 276.60 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southwest corner of said remainder of Tract II;

THENCE North 89°32'54" East, along the south line of said remainder of Tract II, a distance of 1028.27 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 00°43'43" West, leaving said south line of the remainder of Tract II, a distance of 1491.00 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 04°47'16" East, a distance of 33.02 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 63°08'29" West, a distance of 760.55 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 61°09'15" West, a distance of 322.66 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 63°34'35" West, a distance of 272.26 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 68°55'46" West, a distance of 241.36 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 71°19'10" West, a distance of 270.19 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 80°23'15" West, a distance of 1119.17 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 30°27'05" East, a distance of 808.63 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 59°50'30" West, a distance of 1658.80 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 50°44'03" West, a distance of 834.78 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the south line of the southern remainder of a tract of land described by deed to Randol Mill Capital LLP, as recorded in Volume 2181, Page 1612, D.R.E.C.T.;

THENCE North 81°42'35" East, along the south line of said Randol Mill Capital southern tract, a distance of 657.72 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the southeast corner of said Randol Mill Capital southern tract;

THENCE North 30°55'31" West, leaving said south line of, and along the east line of said Randol Mill Capital southern tract, a distance of 1162.24 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of said Randol Mill Capital southern tract;

THENCE South 81°41'41" West, leaving said east line of, and along the north line of said Randol Mill Capital southern tract, a distance of 899.91 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the northwest corner of said Randol Mill Capital southern tract;

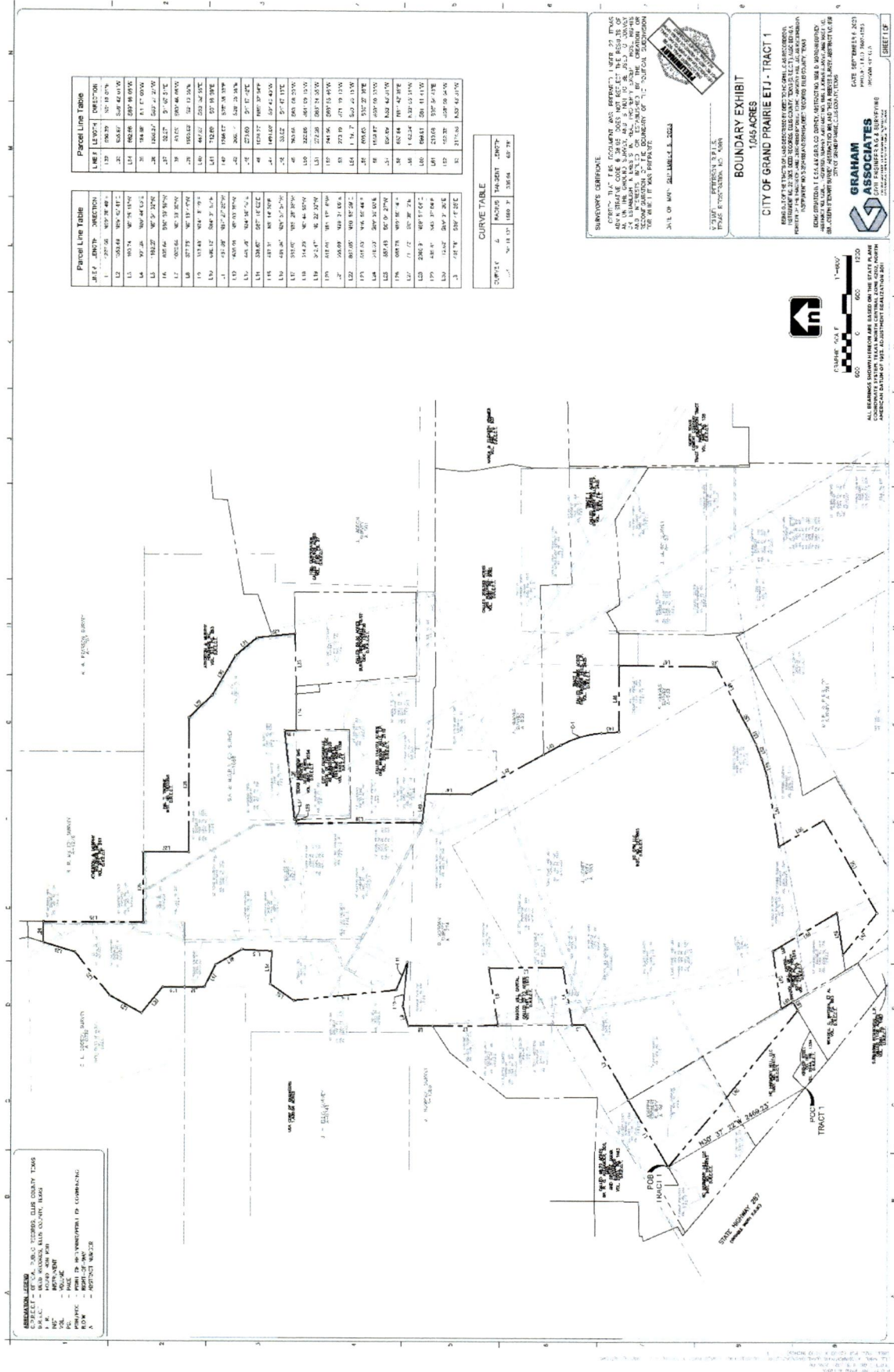
THENCE South 30°54'43" East, leaving the said north line, and along the west line of said Randol Mill Capital southern tract, a distance of 210.08 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the



north corner of a tract of land described by deed to Wendell G. Watson, ET AL, as recorded in Volume 1047, Page 663, D.R.E.C.T.;

THENCE South 58°50'54" West, leaving said west line of Randol Mill Capital southern tract, and along the northwest line of said Wendell G. Watson tract, being a common line, a distance of 152.33 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 50°43'31" West, leaving said common line, a distance of 3,174.58 feet to the POINT OF BEGINNING and CONTAINING 45,534,748 square feet, 1,045 acres of land, more or less.



ARRIANA JAMES  
 OFFICE - 1000 S. 10TH ST. SUITE 100  
 P.O. BOX 1000  
 GRAND PRAIRIE, IL 60138  
 PHONE - 815-336-1000  
 FAX - 815-336-1001  
 E-MAIL - ARRIANA@ARRIANA.COM

LINE	LENGTH	BEARING
1	100.00	S 00° 00' 00" E
2	100.00	S 00° 00' 00" E
3	100.00	S 00° 00' 00" E
4	100.00	S 00° 00' 00" E
5	100.00	S 00° 00' 00" E
6	100.00	S 00° 00' 00" E
7	100.00	S 00° 00' 00" E
8	100.00	S 00° 00' 00" E
9	100.00	S 00° 00' 00" E
10	100.00	S 00° 00' 00" E

CURVE	CHORD	ANGLE	ARC
1	100.00	90° 00' 00"	157.08
2	100.00	90° 00' 00"	157.08
3	100.00	90° 00' 00"	157.08
4	100.00	90° 00' 00"	157.08
5	100.00	90° 00' 00"	157.08
6	100.00	90° 00' 00"	157.08
7	100.00	90° 00' 00"	157.08
8	100.00	90° 00' 00"	157.08
9	100.00	90° 00' 00"	157.08
10	100.00	90° 00' 00"	157.08

BOUNDARY EXHIBIT  
 100.00 ACRES  
 CITY OF GRAND PRAIRIE ETJ - TRACT 1

GRAHAM ASSOCIATES  
 1000 S. 10TH ST. SUITE 100  
 GRAND PRAIRIE, IL 60138  
 PHONE - 815-336-1000  
 FAX - 815-336-1001  
 E-MAIL - ARRIANA@ARRIANA.COM



## **EXHIBIT B**

(Substance from body of executed Service Agreement for C-3Annexed Property)

The Parties have negotiated and adopt this written Service Agreement for C-3 Annexed Property ("Service Agreement") for the ETJ Property in compliance with Chapter 43 of the Texas Local Government Code to be effective upon annexation of the ETJ Property.

### **A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Chapter 43. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Grand Prairie in accordance with the following plan. The City of Grand Prairie shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Grand Prairie with similar topography, land use, and population density. The provisions of the service plan will be made available for public inspection and explained at a public hearing held by the City Council prior to annexation.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services. Provisions of this service plan related to the City providing public infrastructure facilities are conditioned upon the ETJ property owner's obligation to design and construct the public infrastructure consistent with the "Development Agreement (Lakesong)" entered between the Parties on September 19, 2023 and filed in the county land records.

### **B) EMERGENCY SERVICES**

- 1) Police Protection
  - a) Police protection from the City of Grand Prairie Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
    - i) Normal patrol and responses;
    - ii) Handling of complaints and incident reports;
    - iii) Special units, such as traffic enforcement and investigations; and
    - iv) Coordination with other public safety support agencies.
  - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of similar areas.
  - c) Upon ultimate development, police protection will be provided at a level consistent

with other similarly situated areas within the city limits.

2) Fire Protection

- a) The Grand Prairie Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
  - i) Fire suppression and rescue;
  - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
  - iii) Hazardous materials response and mitigation;
  - iv) Emergency prevention and public education efforts;
  - v) Technical rescue response; and
  - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Grand Prairie shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Grand Prairie on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of similar areas. It is anticipated that fire stations planned to service areas currently with the City of Grand Prairie will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) Following removal of any annexed property from an emergency services district, if any, the Grand Prairie Fire Department will provide emergency and safety services to the annexed area. These services include:
  - i) Emergency medical dispatch and pre-arrival First Aid instructions;
  - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
  - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Grand Prairie shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Grand Prairie on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of similar areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) **SOLID WASTE**

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area



immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

**D) WASTEWATER FACILITIES**

- 1) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the City's codes, ordinances, regulations, policies and contract obligations. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations, policies and contract obligations. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of similar areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

**E) WATER FACILITIES**

- 1) Connections to existing City of Grand Prairie water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 10105, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations, policies and contract obligations. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Grand Prairie codes, ordinances, regulations, policies and contract obligations. City participation in the costs of these extensions shall be in accordance with the City of Grand Prairie's codes, ordinances, regulations, policies and contract obligations. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of similar areas.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of

the owner.

**F) ROAD AND STREETS**

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable annexation ordinance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's codes, ordinances, regulations, policies, procedures and contract obligations.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within the annexed property, the policies of the City of Grand Prairie with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory list for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority list and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

**G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES**

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the annexed area within sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Grand Prairie, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexation ordinance.



- 5) As development and construction commence in the annexed area, sufficient personnel will be provided to furnish the annexed area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

**H) PLANNING AND ZONING SERVICES**

- 1) The Planning and zoning jurisdiction of the City will extend to the annexation area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

**I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS**

- 1) Residents within the annexed area may utilize all existing park and recreation facilities. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the annexed area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from annexed areas.

**J) PUBLICLY OWNED FACILITIES**

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Grand Prairie on the effective date of the annexation ordinance.

**K) OTHER SERVICES**

- 1) Other services that may be provided by the City of Grand Prairie, such as municipal and general administration will be made available on the effective date of the annexation. The City of Grand Prairie shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Grand Prairie with similar topography, land use, and population density similar to those reasonably contemplated and projected in the annexation area.

**L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED**

- 1) Nothing in this Service Plan shall require the City of Grand Prairie to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation.
- 2) The City of Grand Prairie's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at:

[https://library.municode.com/tx/grand\\_prairie/codes/code\\_of\\_ordinances?nodeId=COORG\\_RPRTE](https://library.municode.com/tx/grand_prairie/codes/code_of_ordinances?nodeId=COORG_RPRTE).

**M) AMENDMENTS**

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.