

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITIES OF MIDLOTHIAN AND GRAND PRAIRIE TO ADJUST THEIR COMMON BOUNDARY LINE THROUGH THE ADDITION AND SUBTRACTION OF LAND WITHIN THEIR RESPECTIVE JURISDICTIONS NEAR KIMBALL ROAD, ELLIS COUNTY, TEXAS, AND GRANTING TO ALL THE INHABITANTS OF SAID LAND ENTERING GRAND PRAIRIE'S CORPORATE BOUNDARIES 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; PROVIDING THIS ORDINANCE BE CUMULATIVE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grand Prairie and City of Midlothian received a request from the landowners of the land described and depicted in Exhibit "A" to adjust their common boundary line in order to establish clear lines of demarcation for the most efficient development and delivery of services to the citizens in the area; and

WHEREAS, pursuant to Section 43.015 of the Texas Local Government Code, the City of Grand Prairie and the City of Midlothian wish to enter into an agreement adjusting the common boundary line; and

WHEREAS, the City Council finds that it is in the public interest for the City of Grand Prairie to make such an adjustment;

WHEREAS, each City has agreed to provide full municipal services to the land which will be entering their corporate limits as a result of such adjustment;

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

SECTION 1. That the City Council does hereby approve the agreement attached hereto and incorporated herein as Exhibit "A", and the City Manager is authorized to execute said agreement. The boundaries of the City are hereby modified, changed and adjusted as set forth in Exhibit "A".

SECTION 2. That the official map of the City of Grand Prairie, Texas, shall be amended to reflect the adjustment to the common boundary line between the two cities.

SECTION 3. That upon final passage of this ordinance, the City Secretary shall transmit a certified copy of this ordinance to the City Secretary of the City of Midlothian and file a certified copy in the land records of Ellis County.

SECTION 4. From and after the passage of this Ordinance, the Proposed Midlothian Property, as such term is defined in Exhibit "A", shall no longer be part of the corporate limits and the City of Grand Prairie and the Proposed Grand Prairie Property, as such term is defined in Exhibit "A, shall be a part of the corporate limits of the City of Grand Prairie, Texas. 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 5. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 6. That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect upon approval and adoption of the attached agreement by the City of Midlothian or immediately from and after its passage in accordance with the provisions of the Charter of the City of Grand Prairie, whichever occurs later

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 17TH DAY OF JUNE 2025.

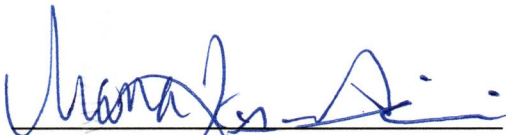
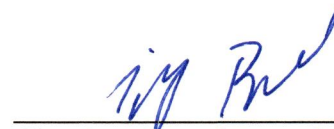
APPROVED:



Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:


City Secretary
City Attorney (Deputy)

Interlocal Boundary Adjustment Agreement

This Interlocal Boundary Adjustment Agreement (hereinafter this “Boundary Agreement”) is entered into by and between the City of Grand Prairie, a home rule municipality located partly in Ellis County, Texas (“Grand Prairie”), and the City of Midlothian, Texas (“Midlothian”), a home rule municipality, located in Ellis County, Texas (each individually referred to as a “City” and collectively referred to as the “Cities”); and is dated as of June 17, 2025 (the “Effective Date”).

Recitals

WHEREAS, Grand Prairie and Midlothian recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

WHEREAS, Grand Prairie and Midlothian are adjacent municipalities that currently share common boundaries; and

WHEREAS, the Cities are empowered by their respective Home Rule Charter’s, Texas state law, and the Texas Constitution to establish their respective corporate boundaries; and

WHEREAS, agreement regarding areas adjacent to the Cities’ respective corporate limits will assist and enhance the planning and development of capital improvement programs and services; and

WHEREAS, the owner(s) of all land identified in **Exhibit A** as being affected by this Boundary Agreement have requested the Cities to take the actions contemplated in this Boundary Agreement; and

WHEREAS, the Cities seek to avoid uncertainty relative to the extent and location of their respective corporate limits, which current city limit boundary is reflected in **Exhibit A**; and

WHEREAS, Midlothian and Grand Prairie have agreed to an ultimate shared boundary line between the municipalities which shall be the bold line labeled “Proposed New City Limit Line” (the “Common Boundary”) on the map attached hereto and incorporated herein for all purposes as **Exhibit A** (the “Boundary Map”); and

WHEREAS, each of the Cities has reviewed their respective corporate boundaries, and the location of the Common Boundary, and collectively acknowledge and agree that such areas depicted in the Boundary Map would be best served by the municipal services of the Cities as set forth in this Boundary Agreement; and

WHEREAS, the “Proposed City of Midlothian” property, being 17.2 acres so labeled and marked with a checkered pattern on **Exhibit A**, is less than 1,000 feet in width and currently

in the corporate city limits of Grand Prairie (“Proposed Midlothian Property”), and Grand Prairie desires to remove the Proposed Midlothian Property from Grand Prairie so that it will be in the corporate limits of Midlothian; and

WHEREAS, the “Proposed City of Grand Prairie” property, being 17.2 acres so labeled and marked with hash lines on **Exhibit A**, is less than 1,000 feet in width and currently in the corporate city limits of Midlothian (“Proposed Grand Prairie Property”), and Midlothian desires to remove the Proposed Grand Prairie Property from Midlothian so that it will be in the corporate limits of Grand Prairie; and

WHEREAS, Chapter 43 of the Texas Local Government Code, including but not limited to Section 43.015, authorizes Grand Prairie and Midlothian to enter into this written Boundary Agreement and change their mutual boundary, and this Boundary Agreement furthers important governmental purposes such as the encouragement of adjusting their respective City boundaries uniformly, economically, efficiently, and fairly, with optimal provisions made for the establishment of roadway alignment, economic incentives, financing of infrastructure construction, land use controls, planning, platting, subdivision regulations, annexation, and necessary municipal improvements, all of which promote the health, safety, and general welfare of the Cities, and safety, orderly, and healthful development of the Cities; and

WHEREAS, the Cities have investigated and determined that it is necessary and in the best interest of the public health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the provision of services; and

WHEREAS, this Boundary Agreement is made under the authority granted by and pursuant to Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended, providing for the cooperation between local governmental bodies, for beneficial governmental purposes; and

WHEREAS, the Cities have each submitted to their respective governing bodies an ordinance approving this Boundary Agreement which confirms and adjusts their respective corporate boundaries, as set forth herein and in the Boundary Map.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements contained herein, the Cities agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The above and foregoing recitals: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Cities negotiated and entered into this Boundary Agreement; (c) are legislative findings of the City Councils of the Cities; and (d) reflect the final intent of the Cities with regard to the subject matter of this Boundary Agreement. In the event it becomes necessary to interpret any provision of this Boundary Agreement, the intent of the Cities, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Cities have relied upon the recitals as part of the consideration for entering

into this Boundary Agreement and, but for the intent of the Cities reflected by the recitals, would not have entered into this Boundary Agreement.

SECTION 2 OBLIGATIONS AND AGREEMENTS OF THE CITIES

- 2.01 Boundaries. The Cities covenant and agree that, as between the Cities, from and after the approval by ordinance and execution of this Boundary Agreement by both Cities, (a) the respective boundaries of each City shall be the Common Boundary on the Boundary Map, (b) the Proposed Midlothian Property is removed from the corporate limits of Grand Prairie and made part of the corporate limits of Midlothian, and (c) the Proposed Grand Prairie Property is removed from the corporate limits of Midlothian and made part of the corporate limits of Grand Prairie. The Cities covenant and agree that no City shall assert any police powers or other governmental powers, nor annex property or expand its extraterritorial jurisdiction (the “ETJ”) in any area depicted on **Exhibit A** as being within the other City’s boundary without such City’s written consent approved by its City Council. A City may otherwise expand its corporate limits and ETJ in accordance with state law; however, in no event may a City’s ETJ, boundary and/or corporate limits include an area shown on the Boundary Map to be within the corporate limits, boundaries or ETJ of the other City, without such City’s prior written consent approved by such City’s City Council. The foregoing notwithstanding, each City covenants and agrees that it will not extend the boundary of its ETJ or corporate limits beyond the Common Boundary set forth on the Boundary Map. The Cities agree that this Boundary Agreement does not alter or change any other common boundary or boundary agreements between them other than the Common Boundary on the Boundary Map attached hereto as **Exhibit A**.
- 2.02 Filing of Official Maps and Ordinances. Following the update to the Official Map showing their respective boundaries as required by Section 41.001 of the Texas Local Government Code, each City shall file its respective Official Map and ordinances effectuating this Boundary Agreement with the appropriate county clerk(s) within thirty (30) days of adoption of the City’s Official Map. Neither City shall pass an ordinance or adopt any map in conflict with this Boundary Agreement or the Boundary Map, or repeal any ordinance adopted to accept or adopt this Boundary Agreement or the Boundary Map.
- 2.03 Municipal Services. Each City shall be solely responsible for the provisions of full municipal services within their boundaries from and after the Effective Date of this Boundary Agreement in accordance with state law and/or any agreements between the respective City and a property owner.
- 2.04 Certificates of Convenience and Necessity. To the extent the City of Grand Prairie has a water and/or wastewater certificate of convenience and necessity (“CCN”) within the Proposed Midlothian Property, the City of Grand Prairie agrees to release such CCN so that Midlothian may obtain CCNs for the Proposed Midlothian Property. To the extent the City of Midlothian has a water and/or wastewater CCN within the Proposed Grand

Prairie Property, the City of Midlothian agrees to release such CCN so that Grand Prairie may obtain CCNs for the Proposed Midlothian Property. Each City (a) shall pay its own costs for releasing and/or expanding its own CCN, (b) shall cooperate with the other City in releasing and/or expanding the CCNs, including but not limited to execution of documents required to be submitted to the Texas Commission on Environmental Quality to implement this paragraph. Each City Council hereby authorizes their respective City Manager to execute all documents required by law to implement this paragraph.

SECTION 3 CONSIDERATION

- 3.01 Consideration. The Cities agree and stipulate that the mutual covenants and agreements contained herein, and the actions to be taken by each of the Cities in fulfilling its agreements hereunder are good and valuable consideration for this Boundary Agreement. The Cities further agree that the boundary adjustments made hereunder constitute additional good and valid consideration and serve the valid government purpose of establishing and confirming corporate boundaries.
- 3.02 Negative Covenant. By entering into this Boundary Agreement, the Cities agree to not, by legal proceedings or other legal process, either directly or by supporting a third party: (1) challenge or contest this Boundary Agreement or any of its provisions or attempt in any manner to oppose or set aside the provisions hereof or impair or invalidate any of its provisions; or (2) attempt to annex or assert any form of extraterritorial or governmental control over the other City's corporate limits, boundaries or ETJ as identified on **Exhibit A**.

SECTION 4 GENERAL PROVISIONS

- 4.01 Default. In the event of an alleged breach of this Boundary Agreement by any party hereto, the Cities agree that they may each respectively pursue only contract, declaratory relief, injunctive relief and/or specific performance. Notice of an alleged default shall be given 60 days before suit may be filed, with a 45 day opportunity to cure. The notice and cure period may run concurrently with mediation. The Cities each respectively agree that each City may sue and/or be sued, hereby consent to suit, and waive immunity both from suit and from liability for contract, declaratory relief, injunctive relief and specific performance as to this Boundary Agreement. The Cities each respectively agree that this Boundary Agreement is a valid, enforceable contract under Texas Local Government Code chapter 271, subchapter I for the provision of goods and services by each City to the other City, and that neither City is immune from suit or liability for any breach(es) of this Boundary Agreement. The Cities each respectively waive immunity from suit and liability for the purpose of adjudicating a claim for breach of contract under Local Government Code chapter 271, including § 271.152, as amended, as to this Boundary Agreement. The Cities each respectively agree that actual damages and the balance due and owing by the breaching City may be difficult to ascertain but includes the agreed liquidated sum of at least \$1,000 and may also include loss of ad valorem and/or sales

tax in an area. The Cities agree that harm caused by a breach is incapable or difficult of estimation, and the amount of liquidated damages called for is a reasonable forecast of just compensation. The Cities agree that no part of this liquidated damages calculation shall be considered a penalty. The Cities each respectively covenant and agree that they will not assert immunity of any kind in any lawsuit brought for declaratory relief, injunctive relief, specific performance and/or breach of contract as to this Boundary Agreement. The Cities each respectively waive and release all other claims and remedies, including proceedings under Texas Rules of Civil Procedure 202.

- 4.02 Additional Documents. The Cities agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this Boundary Agreement.
- 4.03 Relationship of Parties. The parties understand and agree that each of the Cities performing obligations required by this Boundary Agreement is acting as an independent entity and that the execution of this Boundary Agreement shall not be construed as creating a joint venture or agency relationship by or among the Cities. Each City is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and by execution of this Boundary Agreement, the parties make no representations regarding the validity of the actions taken by any of the other parties hereto to approve this Boundary Agreement.
- 4.04 Third Party Beneficiaries. Nothing in this Boundary Agreement shall be construed to create any right in any third party not a signatory to this Boundary Agreement and the parties do not intend to create any third party beneficiaries, other than HC GPM LLC which is a signatory below, by entering into this Boundary Agreement.
- 4.05 Notices. All written notices under this Boundary Agreement must be hand delivered or sent by certified mail return receipt requested addressed to the proper party at the following addresses:

City of Grand Prairie:

City of Grand Prairie
Attn: William A. Hills, City Manager
300 W. Main Street
Grand Prairie, TX 75050
Email: bhills@gptx.org

With a copy to:

City of Grand Prairie
Attn: Maleshia B. McGinnis, City Attorney
300 W. Main Street
Grand Prairie, Texas 75050
Email: mmcginnis@gptx.org

Such copy shall not constitute notice.

City of Midlothian:

City of Midlothian
Attn: Chris Dick, City Manager
215 N. 8th Street
Midlothian, TX 76065
Email: chris.dick@midlothian.tx.us

With a copy to:

Joe Gorfida
500 N. Akard St.
1800 Ross Tower
Dallas, TX 75201
Email: jgorfida@njdhs.com

Such copy shall not constitute notice.

Each party may change the address to which notices are sent by giving the other party written notice of the new address in the manner provided by this paragraph.

- 4.06 Capacity. Each of the signatories below hereby represents that this Boundary Agreement has been approved by his or her City Council and that he/she has full capacity and authority by approval of the City Council to sign and assume all obligations granted and assumed under this Boundary Agreement.
- 4.07 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Boundary Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Boundary Agreement.
- 4.08 Applicable Law/Venue/Mediation. This Boundary Agreement shall be construed under, and in accordance with the laws of the State of Texas, and exclusive venue shall lie in Ellis County, Texas. If one or more disputes arise with regard to the interpretation, performance and/or breach of this Boundary Agreement or any of its provisions, the Cities agree to attempt in good faith to resolve same by scheduling and attending one-half (1/2) day of mediation. The mediation shall be conducted within thirty (30) days of the dispute with a mediator agreed to by the Cities, and the cost of the mediation shall be shared equally by the Cities. If the Cities are unable to agree to a mediator, each City shall select a mediator, and the two selected mediators shall decide upon a mediator. If a City refuses to mediate, that City shall not recover or seek to recover attorney's fees or costs in any lawsuit brought to construe or enforce this Boundary Agreement.
- 4.09 Legal Construction/Severability. In case any section, article, paragraph, provision,

sentence, clause, phrase or word contained in this Boundary Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Boundary Agreement, and this Boundary Agreement shall be construed as if the invalid, illegal, or unenforceable provision had not been included in this Boundary Agreement. Such holding shall not affect the validity of the remaining portions of this Boundary Agreement, and the respective governing body of each of the Cities hereby declares it would have passed and approved such remaining portions of this Boundary Agreement despite such invalidity, which remaining portions shall remain in full force and effect. The parties expressly agree that if, as of the Effective Date of this Boundary Agreement, any portion of the corporate limits or ETJ of any City shown on the Boundary Map is within the corporate limits or ETJ of any other city that is not a party to this Boundary Agreement, the remainder of the Boundary Agreement shall remain in full force and effect as if such property had not been included.

- 4.10 No Actions Inconsistent with this Agreement. Neither City shall take any action or enter into any agreement with any city that is not a party to this Boundary Agreement that is inconsistent with the Boundary Map.
- 4.11 Entire Agreement. This Boundary Agreement constitutes the sole and entire agreement of the Cities and supersedes any prior understandings or written or oral agreements between the Cities relating to the subject matter of this Boundary Agreement.
- 4.12 Construction. This Boundary Agreement has been negotiated by the parties and shall be deemed drafted equally by all parties hereto. The language of all parts of this Boundary Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. The Cities agree this Boundary Agreement and its provisions are not ambiguous.
- 4.13 Amendment. No amendment, modification, or alteration of the terms of this Boundary Agreement shall be binding unless it is in writing, dated subsequent to the Effective Date of this Boundary Agreement, and duly approved by and executed with approval from the City Council of both of the Cities to this Boundary Agreement.
- 4.14 Counterparts. This Boundary Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

{Execution pages follow}

CITY OF GRAND PRAIRIE, TEXAS

William A. Hills, City Manager
City of Grand Prairie, Texas

DATE: _____

ATTEST:

Mona Lisa Galicia, City Secretary
City of Grand Prairie, Texas

APPROVED AS TO FORM:

Tiffany Bull, Deputy City Attorney
City of Grand Prairie, Texas

CITY OF MIDLOTHIAN, TEXAS

Chris Dick, City Manager
City of Midlothian, Texas

DATE: _____

ATTEST:

Tammy Varner , City Secretary
City of Midlothian, Texas

APPROVED AS TO FORM:

Joe Gorfida, Jr., City Attorney
City of Midlothian, Texas

THIRD PARTY BENEFICIARY AGREEMENT AND WAIVER:

HC GPM LLC., as owner of both the Proposed Grand Prairie Property and Proposed Midlothian Property, requested the Cities to enter into this Boundary Agreement and consents to the mutual boundary created by this Boundary Agreement. **HC GPM LLC AGREES, FOR ITSELF AND ALL ITS SUCCESSORS AND ASSIGNS, TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST EITHER CITY OR ANY THIRD PARTY, RELATED TO OR RESULTING FROM THIS BOUNDARY AGREEMENT AND/OR RELATED TO THE CITIES' CORPORATE JURISDICTION OF THE 34.4 ACRES OF PROPERTY SUBJECT TO THIS BOUNDARY AGREEMENT. FURTHER HC GPM, LLC, FOR ITSELF AND ALL ITS SUCCESSORS AND ASSIGNS, AGREES TO SUPPORT THE CLAIM OF A CITY THAT THE PROPOSED MIDLOTHIAN PROPERTY IS LAWFULLY WITHIN THE CORPORATE BOUNDARY OF MIDLOTHIAN AND/OR THAT THE PROPOSED GRAND PRAIRIE PROPERTY IS WITHIN THE CORPORATE BOUNDARY OF GRAND PRAIRIE IN ANY QUO WARRANTO PROCEEDING OR OTHER THIRD-PARTY CHALLENGE TO THE CITIES' CORPORATE JURISDICTION OVER THE 34.4 ACRES SUBJECT TO THIS BOUNDARY AGREEMENT.**

HC GPM, LLC
A TEXAS LIMITED LIABILITY COMPANY

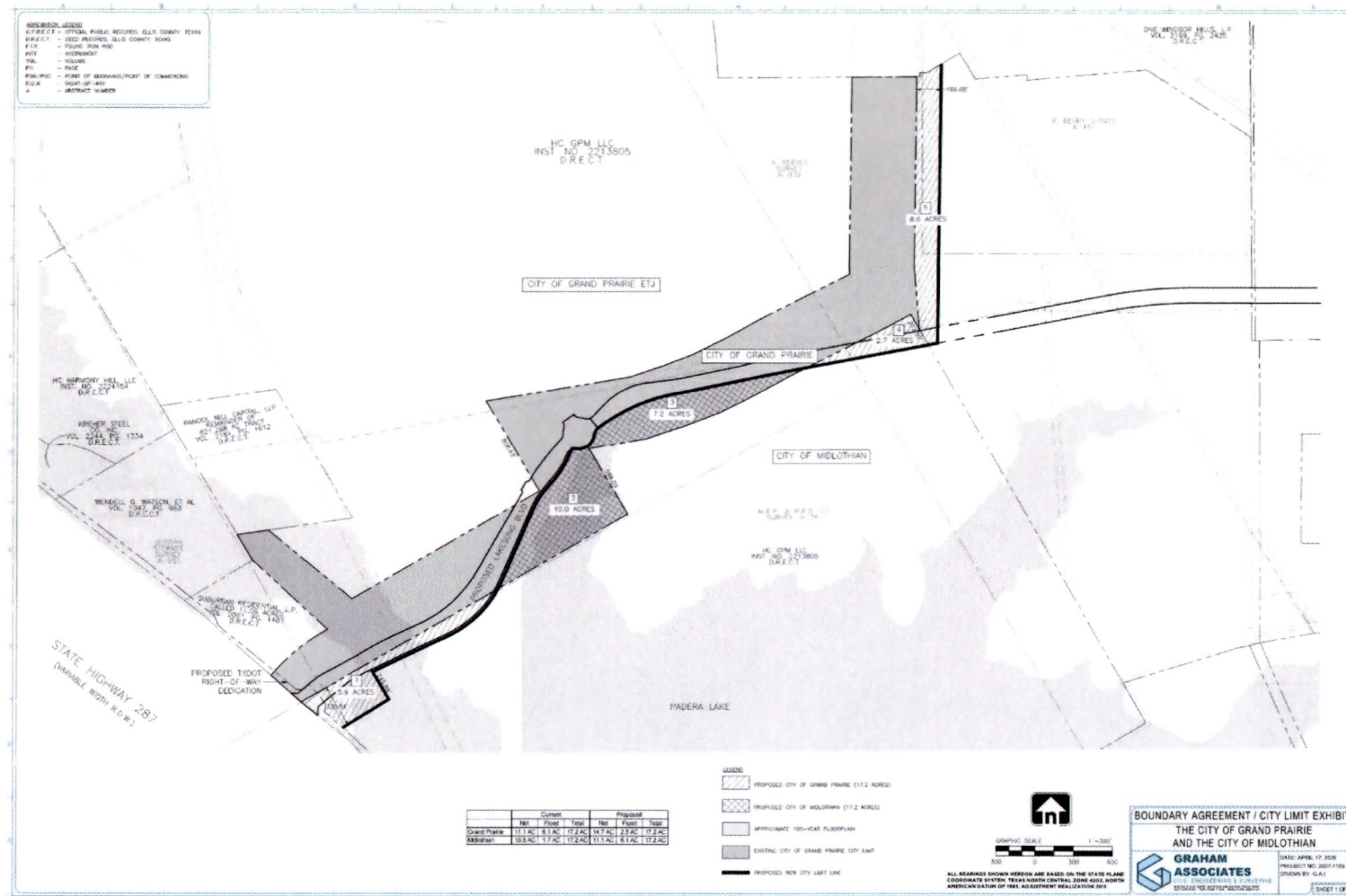
BY: PHILLIP HUFFINES
ITS: MANAGING DIRECTOR

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____,
2025 BY PHILLIP HUFFINES, MANAGING DIRECTOR OF HC GPM, LLC, A TEXAS LIMITED
LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC, STATE OF TEXAS

Exhibit A Common Boundary Map



**BOUNDARY AGREEMENT/CITY LIMIT EXHIBIT
TRACT 1
LEGAL DESCRIPTION**

Being a 5.895 acre tract of land situated in the M.R.P. & P.R.R. CO Survey, Abstract No. 761 and Joseph Stewart Survey, Abstract No. 961, and the J. Jones Survey, Abstract No. 583, Ellis County, Texas, being out of that certain parcel conveyed to HC GPM, LLC., by the deed recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a found TxDOT aluminum monument, said point being the west line of said HC GPM, LLC tract, and being in the existing east right-of-way line of State Highway 287 (having a variable width right-of-way);

THENCE North 30°10'18" West, a distance of 126.68 feet to the POINT OF BEGINNING, being the beginning of a curve to the left having a radius of 12,896.14 feet, a central angle of 0°49'54", and a long chord which bears North 48°37'13" West, 187.19 feet;

THENCE along said curve to the left, an arc distance of 187.19 feet to a point;

THENCE North 11°32'38" East, a distance of 58.52 feet to a point;

THENCE North 39°48'01" West, a distance of 111.53 feet to a point;

THENCE North 59°50'30" East, a distance of 1,607.40 feet to a point, being the beginning of a non-tangent curve to the right having a radius of 820.00 feet, a central angle of 36°48'58", and a long chord which bears South 45°52'46" West, 517.88 feet;

THENCE along said non-tangent curve to the right, an arc distance of 526.90 feet to a point;

THENCE South 64°17'15" West, a distance of 651.02 feet to a point;

THENCE South 30°23'11" East, a distance of 245.88 feet to a point;

THENCE South 58°21'20" West, a distance of 417.84 feet to the POINT OF BEGINNING and CONTAINING 256,800 square feet, 5.895 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

BOUNDARY AGREEMENT/CITY LIMIT EXHIBIT
TRACT 2
LEGAL DESCRIPTION

Being a 9.961 acre tract of land situated in the J. Jones Survey, Abstract No.583, Ellis County, Texas and being out of that certain parcel conveyed to HC GPM, LLC., by the deed recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a found TxDOT aluminum monument, said point being the west line of said HC GPM, LLC tract, and being in the existing east right-of-way line of State Highway 287 (having a variable width right-of-way;

THENCE North 43°33'44" East, a distance of 1,633.98 feet to the POINT OF BEGINNING, being the beginning of a non-tangent curve to the left having a radius of 820.00 feet, a central angle of 3°55'28", and a long chord which bears North 25°30'33" East, 56.16 feet;

THENCE along said non-tangent curve to the left, an arc distance of 56.17 feet to a point;

THENCE North 23°32'48" East, a distance of 603.15 feet to a point;

THENCE North 24°34'35" East, a distance of 54.81 feet to a point, being the beginning of a tangent curve to the right having a radius of 459.00 feet, a central angle of 13°35'34", and a long chord which bears North 32°24'09" East, 108.64 feet;

THENCE along said tangent curve to the right, an arc distance of 108.89 feet to a point;

THENCE North 39°11'56" East, a distance of 161.32 feet to a point, being the beginning of a tangent curve to the left having a radius of 565.00 feet, a central angle of 14°31'01", and a long chord which bears North 31°56'26" East, 142.77 feet;

THENCE along said tangent curve to the left, an arc distance of 143.15 feet to a point;

THENCE North 24°40'55" East, a distance of 100.00 feet to a point, being the beginning of a non-tangent curve to the right having a radius of 64.00 feet, a central angle of 28°14'08", and a long chord which bears North 85°22'02" East, 31.22 feet;

THENCE along said non-tangent curve to the right an arc distance of 31.54 feet to a point, being the point of reverse curve to the left having a radius of 121.50 feet, a central angle of 43°37'17", and a long chord which bears North 77°40'27" East, 90.28 feet;

THENCE along said reverse curve to the left, an arc distance of 92.50 feet to a point;

THENCE South 34°08'11" East, a distance of 22.55 feet to a point;

THENCE South 30°27'05" East, a distance of 588.09 feet to a point;

THENCE South 59°50'30" West, a distance of 1,151.25 feet to the POINT OF BEGINNING and CONTAINING 433,885 square feet, 9.961 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

BOUNDARY AGREEMENT/CITY LIMIT EXHIBIT
TRACT 3
LEGAL DESCRIPTION

Being a 7.191 acre tract of land situated in the J. Jones Survey, Abstract No.583, Ellis County, Texas and being out of that certain parcel conveyed to HC GPM, LLC., by the deed recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a found TxDOT aluminum monument, said point being the west line of said HC GPM, LLC tract, and being in the existing east right-of-way line of State Highway 287 (having a variable width right-of-way;

THENCE North 38°21'30" East, a distance of 2,917.87 feet to the POINT OF BEGINNING, being the beginning of a non-tangent curve to the left having a radius of 121.50 feet, a central angle of 49°54'11", and a long chord which bears North 30°54'44" East, 102.51 feet;

THENCE along said non-tangent curve to the left, an arc distance of 105.82 feet to a point, being the point of reverse curve to the right having a radius of 79.00 feet, a central angle of 44°03'55", and a long chord which bears North 27°59'38" East, 59.27 feet;

THENCE along said reverse curve to the right, an arc distance of 60.76 feet to a point, being the beginning of a compound curve to the right having a radius of 1,405.83 feet, a central angle of 28°21'02", and a long chord which bears North 66°39'08" East, 688.54 feet;

THENCE along said compound curve to the right, an arc distance of 695.62 feet to a point;

THENCE North 78°13'56" East, a distance of 309.00 feet to a point;

THENCE North 78°13'56" East, a distance of 154.50 feet to a point;

THENCE North 78°35'50" East, a distance of 246.58 feet to a point;

THENCE North 79°08'18" East, a distance of 217.85 feet to a point;

THENCE North 79°15'34" East, a distance of 62.62 feet to a point;

THENCE South 63°08'29" West, a distance of 133.66 feet to a point;

THENCE South 61°09'15" West, a distance of 324.54 feet to a point;

THENCE South 63°34'35" West, a distance of 305.87 feet to a point;

THENCE South 68°55'46" West, a distance of 274.83 feet to a point;

THENCE South 71°19'10" West, a distance of 319.78 feet to a point;

THENCE South 80°23'15" West, a distance of 440.31 feet to a point;

THENCE North 34°08'11" West, a distance of 22.55 feet to the POINT OF BEGINNING and CONTAINING 313,222 square feet, 7.191 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**BOUNDARY AGREEMENT/CITY LIMIT EXHIBIT
TRACT 4
LEGAL DESCRIPTION**

Being a 2.726 acre tract of land situated in the J. Jones Survey, Abstract No.583, and the A. Reeves Survey, Abstract No. 939, Ellis County, Texas and being out of that certain parcel conveyed to HC GPM, LLC., by the deed recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a found TxDOT aluminum monument, said point being the west line of said HC GPM, LLC tract, and being in the existing east right-of-way line of State Highway 287 (having a variable width right-of-way;

THENCE North 50°20'15" East, a distance of 4,539.18 feet to the POINT OF BEGINNING;

THENCE North 63°08'29" East, a distance of 603.66 feet to a point;

THENCE North 61°25'14" East, a distance of 290.88 feet to a point;

THENCE South 29°51'04" East, a distance of 133.25 feet to a point;

THENCE South 29°52'24" East, a distance of 138.44 feet to a point;

THENCE South 79°15'34" West, a distance of 945.82 feet to the POINT OF BEGINNING and CONTAINING 118,755 square feet, 2.726 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

BOUNDARY AGREEMENT/CITY LIMIT EXHIBIT
TRACT 5
LEGAL DESCRIPTION

Being a 8.600 acre tract of land situated in the A. Reeves Survey, Abstract No. 939, and the B. Berry Survey, Abstract No. 157, Ellis County, Texas and being out of that certain parcel conveyed to HC GPM, LLC., by the deed recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a found TxDOT aluminum monument, said point being the west line of said HC GPM, LLC tract, and being in the existing east right-of-way line of State Highway 287 (having a variable width right-of-way;

THENCE North 55°12'32" East, a distance of 5,386.50 feet to the POINT OF BEGINNING;

THENCE North 29°52'24" West, a distance of 138.44 feet to a point;

THENCE North 04°47'16" West, a distance of 476.87 feet to a point;

THENCE North 00°42'37" East, a distance of 1,477.26 feet to a point;

THENCE North 89°32'54" East, a distance of 21.46 feet to a point;

THENCE North 00°06'49" East, a distance of 30.54 feet to a point;

THENCE South 89°53'11" East, a distance of 55.99 feet to a point;

THENCE North 58°36'01" East, a distance of 129.34 feet to a point;

THENCE South 00°42'37" West, a distance of 2,157.13 feet to a point;

THENCE South 79°15'34" West, a distance of 71.99 feet to the POINT OF BEGINNING and CONTAINING 374,622 square feet, 8.600 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.