

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 FIVE TRACTS TOTALING APPROXIMATELY 718.154 ACRES OF LAND IN ELLIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, GENERALLY LOCATED NORTH OF U.S. HIGHWAY 287 INCLUDING A 558.2 ACRE TRACT OF LAND SITUATED IN THE R.R. MELTON SURVEY, ABSTRACT NO. 1276, C.L. DODSON SURVEY, ABSTRACT NO 292, R. ZEIBIG SURVEY, ABSTRACT NO. 1272, J.M PEARSON SURVEY, ABSTRACT NO. 1268, W.W. PEARSON SURVEY, ABSTRACT NO. 1267, S.A. & M.G. RR CO SURVEY, ABSTRACT NO. 1056, G.G. ALFORD SURVEY, ABSTRACT NO. 23, W.M. PEARSON SURVEY, ABSTRACT NO. 880, A 56.26 ACRE TRACT OF LAND SITUATED IN THE J. THOMPSON SURVEY, ABSTRACT NO. 1086, AND THE J. JONES SURVEY, ASBSTRACT NO. 583, A 59.21 ACRE TRACT OUT OF THE S.A. & M.G.R.R. CO SURVEY, ABSTRACT NO. 1056, A 23.74 ACRE TRACT SITUATED IN THE D. MORGAN SURVEY, ABSTRACT NO. 1224 AND THE J. JONES SURVEY, ABSTRACT NO. 583, A 22.16 ACRE TRACT SITUATED IN THE J. JONES SURVEY, ABSTRACT NO. 583, 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, Ellis, and Johnson 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 14th day of July, 2025, 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 July 14, 2025;

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 ___ DAY OF _____, 2025. SECOND AND FINAL READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE ___ DAY OF _____, 2025.

APPROVED:

Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit A
Metes and Bounds Description of the Property
(718.154 acres)

Legal Description – Lakeview Hills

Being a 558.2 acre tract of land situated in the R.R. Melton Survey, Abstract No. 1276, C.L. Dodson Survey, Abstract No. 292, R. Zeibig Survey, Abstract No. 1272, J.M. Pearson Survey, Abstract No. 1268, W.W. Pearson Survey, Abstract No. 1267, S.A. & M.G. RR Co Survey, Abstract No. 1056, G.G. Alford Survey, Abstract No. 23 and W.M. Pearson Survey, Abstract No. 880, Ellis County, Texas and being a portion of the tract of land described by deed to A & M Residential Holdings, Inc., as recorded in Volume 2147, Page 1020, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a found aluminum disk in a cement block stamped “CORP OF ENGINEERS US ARMY”, being a corner in the east line of a tract of land described by deed to the United States of America, as recorded in Volume 83115, Page 1102, Deed Records Dallas County, Texas, also being a point in the southwest right-of-way line of Southern Pacific Railroad (having a 100 foot Right-Of-Way);

THENCE South 57°02'59” East, along said southwest right-of-way line of Southern Pacific Railroad, a distance of 5,911.26 feet to a set 1/2 inch iron rod with a cap stamped “GRAHAM ASSOC INC” (“GAI”), being the northeast corner of a tract of land described by deed to TCBL Corporation, as recorded in Volume 2150, Page 27, Deed Records, Ellis County, Texas;

THENCE along the north line of said TCBL tract the following bearings and distances:

South 78°45'14" West, a distance of 261.10 feet to a set 1/2 inch iron rod with a “GAI” cap;

South 13°15'37" West, a distance of 873.83 feet to a found 5/8 inch iron rod;

South 54°34'26" East, a distance of 151.18 feet to a found 3/8 inch iron rod;

North 87°41'44" West, a distance of 114.11 feet to a found 5/8 inch iron rod;

South 07°29'38" East, a distance of 500.29 feet to a found 1/2 inch iron rod;

South 84°53'46" West, a distance of 452.07 feet to a set 1/2 inch iron rod with a “GAI” cap;

South 04°20'27" West, a distance of 226.90 feet to a found 1/2 inch iron rod;

South 79°53'35" West, a distance of 1481.47 feet to a found 1/2 inch iron rod with a cap stamped “DCA INC”;

South 00°56'40" East, a distance of 214.86 feet to a found 1/2 inch iron rod;

South 70°07'32" West, a distance of 679.79 feet to a set 1/2 inch iron rod with a “GAI” cap, being the northwest corner of said TCBL tract, also being in the east line of a tract of land described by deed to HC GPM LLC, as recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas;

THENCE leaving said northwest corner of the TCBL tract, and along said east line of the HC GPM tract the following bearings and distances:

North 06°08'20" West, a distance of 241.24 feet to a found 1/2 inch iron rod with a cap stamped "DCA INC";

North 39°43'53" West, a distance of 436.00 feet to a found Mag Nail;

North 58°54'54" West, a distance of 684.45 feet to a set 1/2 inch iron rod with a "GAI" cap, from which a found 5/8 inch iron with a cap stamped "LANDPOINT 10194220" bears North 74°10'16" West - 29.01 feet;

North 45°14'55" West, a distance of 521.31 feet to a found 5/8 inch iron with a cap stamped "LANDPOINT 10194220", being the southeast corner of a tract of land described by deed to Hal T. Thorne, as recorded in Instrument Number 1632258, Deed Records, Ellis County, Texas;

THENCE North 08°15'43" East, leaving said east line of the HC GPM tract, and along the east line of said Thorne tract, a distance of 719.03 feet to a found 5/8 inch iron rod with a cap stamped "KSC RPLS 4019", being the northeast corner of said Thorne tract;

THENCE South 89°51'01" West, leaving said east line of the Thorne tract, a distance of 3266.17 feet to a found 5/8 inch iron rod with a cap stamped "JACOBS", being in the said east line of the HC GPM tract;

THENCE North 00°22'00" West, a distance of 2896.61 feet to a found 5/8 inch iron rod, being the northeast corner of a tract of land described by deed to David & Jill Husbands, as recorded in Volume 2346, Page 1549, Deed Records, Ellis County, Texas;

THENCE South 89°37'35" West, along the north line of said Husbands tract, a distance of 432.06 feet to a found 5/8 inch iron rod, being the southeast corner of a tract of land described by deed to Delores M. Walker, as recorded in Instrument Number 2307883, Deed Records, Ellis County, Texas;

THENCE North 00°22'20" West, leaving said north line of the Husbands tract, and along the east line of said Walker tract, a distance of 887.45 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of said Walker tract, also being a point in the east line of a tract of land described by deed to the United States Of America, as recorded in Volume 83115, Page 1102, Deed Records, Dallas County, Texas;

THENCE along said east line of the United States of America tract the following bearings and distances:

North 79°46'05" East, a distance of 701.54 feet to a set 1/2 inch iron rod with a "GAI" cap;

North 23°39'57" West, a distance of 348.07 feet to a set 1/2 inch iron rod with a "GAI" cap;

North 05°22'23" East, a distance of 137.34 feet to a set 1/2 inch iron rod with a "GAI" cap;

South 89°00'33" East, a distance of 169.54 feet to a set 1/2 inch iron rod with a "GAI" cap;

South 41°36'08" East, a distance of 756.42 feet to a set 1/2 inch iron rod with a "GAI" cap;

South 58°24'43" East, a distance of 355.31 feet to a set 1/2 inch iron rod with a "GAI" cap;

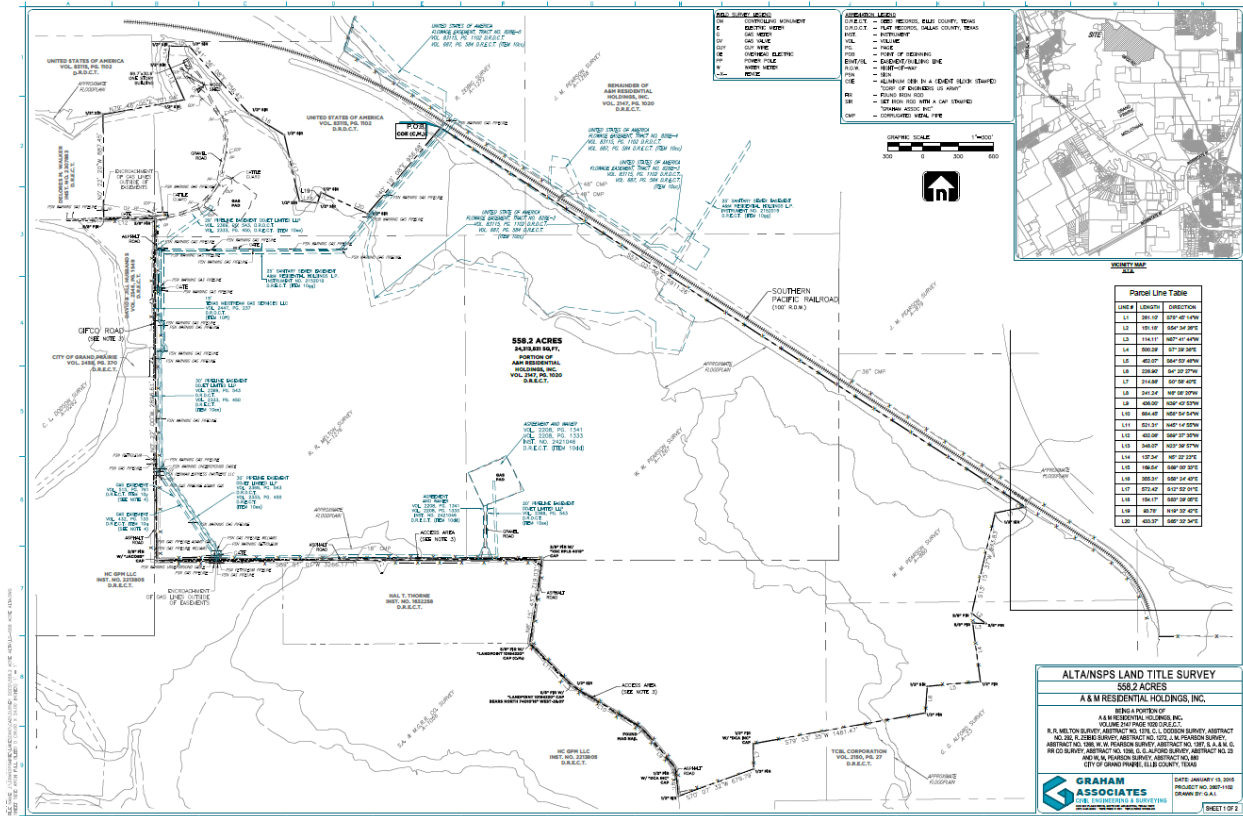
South 12°52'01" East, a distance of 572.42 feet to a set 1/2 inch iron rod with a "GAI" cap;

South 83°29'05" East, a distance of 154.17 feet to a set 1/2 inch iron rod with a "GAI" cap;

North 19°32'42" East, a distance of 93.78 feet to a set 1/2 inch iron rod with a "GAI" cap;

South 65°32'34" East, a distance of 433.37 feet to a set 1/2 inch iron rod with a "GAI" cap;

North 40°19'08" East, a distance of 956.68 to the POINT OF BEGINNING and CONTAINING 24,313,831 square feet, 558.2 acres of land, more or less.



Legal Description – Alexander/Wick Tract

Being a 56.26 acre tract of land situated in the J. Thompson Survey, Abstract No. 1086, and the J. Jones Survey, Abstract No. 583, Ellis County, Texas, being a portion of the tract of land described by deed to Wick Family, LTD., as recorded in Instrument Number 2306981, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a found Corp of Engineers aluminum disc, being in the northeast corner of said Wick Family tract, and being in the west line of a tract of land described by deed to HC GPM, LLC., as recorded in Instrument No. 2213805, Deed Records, Ellis County, Texas, also being a corner in the southeast line of a parcel of land conveyed to the USA Corp Of Engineers;

THENCE South 00°39'30" East, along the west line of said HC GPM tract, a distance of 1020.52 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc. Inc." (GAI), being the northwest corner of a tract of land described by deed to Randol Mill Capital, L.L.P., as recorded in Volume 2181, Page 1612, in the

Deed Records, Ellis County, Texas;

THENCE South 00°29'22" East, leaving said west line of the HC GPM tract, and along the west line of said Randol Mill tract, a distance of 1161.45 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southwest corner of said Randol Mill tract, also being a point in the west line of said HC GPM tract;

THENCE South 00°25'19" East, leaving the said west line of the Randol Mill tract, and along the said west line of the HC GPM tract, a distance of 199.74 feet to a found 1 inch iron pipe, being a point for corner;

THENCE South 59°42'41" West, continuing along the said west line of the HC GPM tract, a distance of 1060.43 feet to a set 1/2 inch iron rod with a "GAI" cap, being a point for corner;

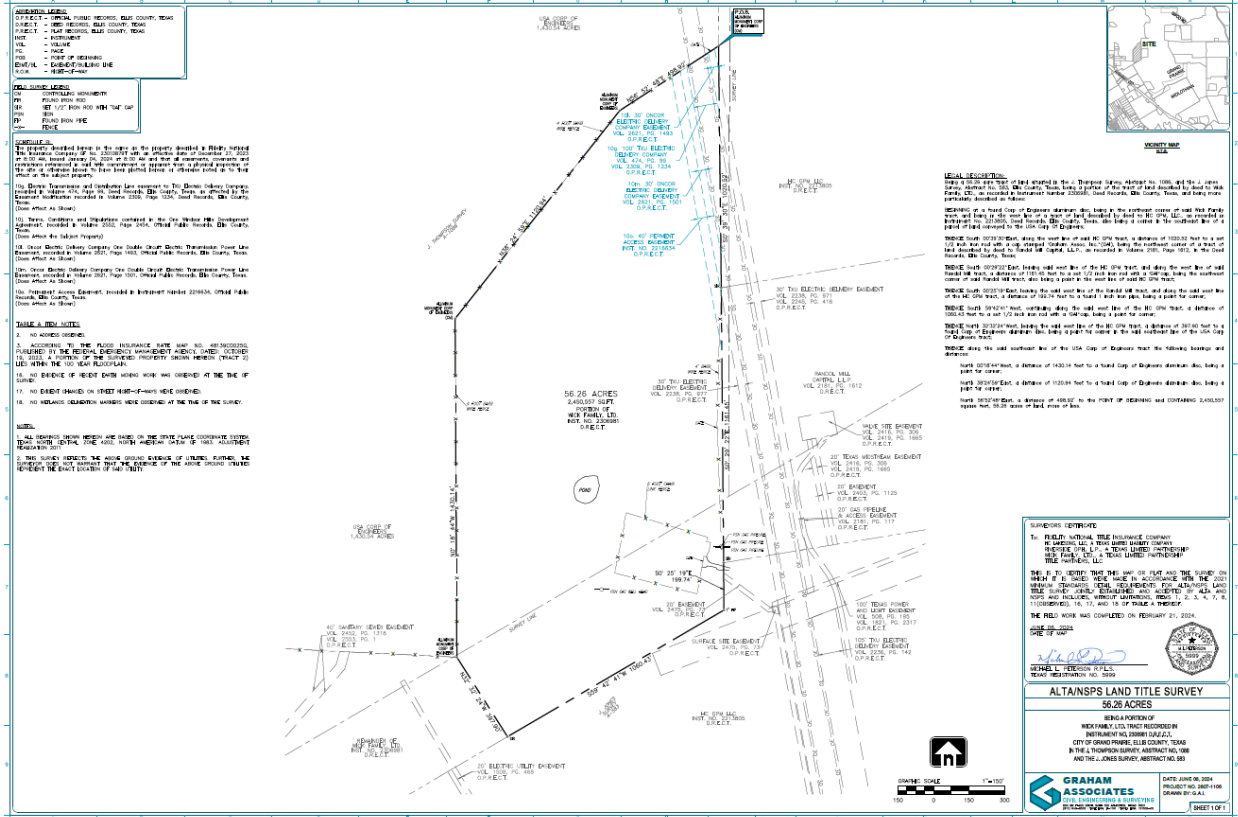
THENCE North 32°32'24" West, leaving the said west line of the HC GPM tract, a distance of 397.90 feet to a found Corp of Engineers aluminum disc, being a point for corner in the said southeast line of the USA Corp Of Engineers tract;

THENCE along the said southeast line of the USA Corp of Engineers tract the following bearings and distances:

North 00°18'44" West, a distance of 1430.14 feet to a found Corp of Engineers aluminum disc, being a point for corner;

North 38°24'59" East, a distance of 1120.94 feet to a found Corp of Engineers aluminum disc, being a point for corner;

North 56°52'48" East, a distance of 498.92' to the POINT OF BEGINNING and CONTAINING 2,450,557 square feet, 56.26 acres of land, more or less.



Legal Description – Burnitt Tract

Being a 59.21 acre tract of land, out of the S.A. & M.G.R.R. Co. Survey, Abstract No. 1056, being the remainder of a tract of land conveyed to the Burnitt Irrevocable Trust, recorded in Instrument Number 1519720, Deed Records, Ellis County, Texas, and being more particularly described by the metes and bounds as follows:

BEGINNING at a found Mag Nail, being a point for corner of the east line of a tract of land conveyed to One Windsor Hills, L.P., recorded in Volume 2199, Page 2119, Deed Records, Ellis County, Texas, and being a point for corner in the west line of a tract of land conveyed to TCBL Corporation, recorded in Volume 2160, Page 27, Deed Records, Ellis County, Texas, also being in the center of Gifco Road;

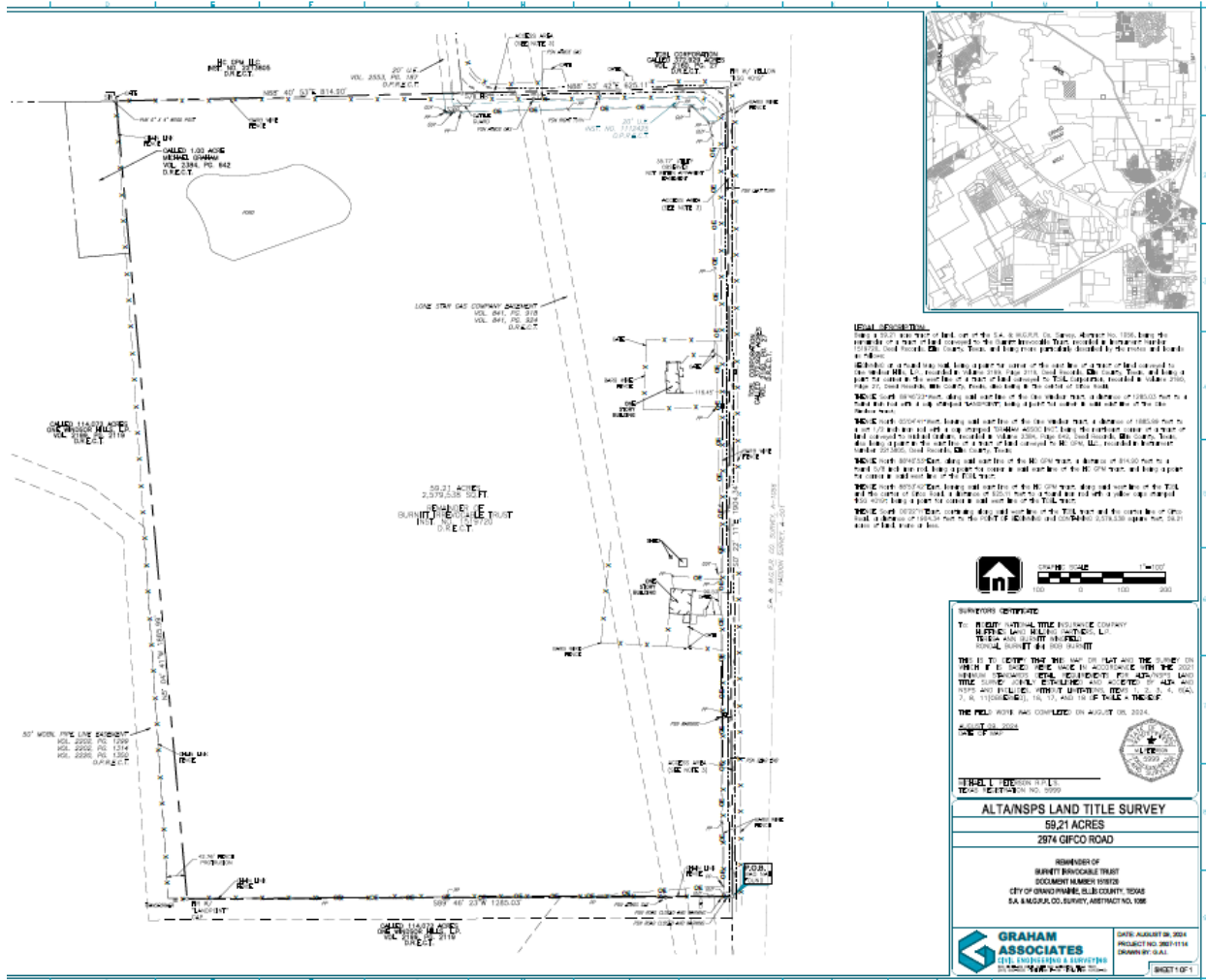
THENCE South 89°46'23" West, along said east line of the One Windsor tract, a distance of 1285.03 feet to a found iron rod with a cap stamped "LANDPOINT", being a point for corner in said east line of the One Windsor tract;

THENCE North 05°04'41" West, leaving said east line of the One Windsor tract, a distance of 1885.99 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC", being the northeast corner of a tract of land conveyed to Michael Graham, recorded in Volume 2384, Page 642, Deed Records, Ellis County, Texas, also being a point in the east line of a tract of land conveyed to HC GPM, LLC., recorded in Instrument Number 2213805, Deed Records, Ellis County, Texas;

THENCE North 88°40'53" East, along said east line of the HC GPM tract, a distance of 814.90 feet to a found 5/8 inch iron rod, being a point for corner in said east line of the HC GPM tract, and being a point for corner in said west line of the TCBL tract;

THENCE North 88°53'42" East, leaving said east line of the HC GPM tract, along said west line of the TCBL and the center of Gifco Road, a distance of 625.11 feet to a found iron rod with a yellow cap stamped "KSG 4019", being a point for corner in said west line of the TCBL tract;

THENCE South 00°22'11" East, continuing along said west line of the TCBL tract and the center line of Gifco Road, a distance of 1904.34 feet to the POINT OF BEGINNING and CONTAINING 2,579,538 square feet, 59.21 acres of land, more or less.



Legal Description - Randol Mill Tract 1

Being a 23.74 acre tract of land situated in the D. Morgan Survey, Abstract No. 1224, and the J. Jones Survey, Abstract No. 583, Ellis County, Texas, being the northernmost remainder portion of a tract of land described by deed to Randol Mill Capitol, L.L.P., as recorded in Volume 2181, Page 1612, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING at a found Corp of Engineers aluminum disc, being in the west line of a tract of land described by deed to HC GPM, LLC., as recorded in Instrument No. 2213805, Deed Records, Ellis County, Texas, and being the northeast corner of a tract of land described by deed to Wick Family, LTD., as recorded in Instrument No. 2306981, Deed Records, Ellis County, Texas, also being a corner in the southeast line of

a parcel of land conveyed to the USA Corp Of Engineers;

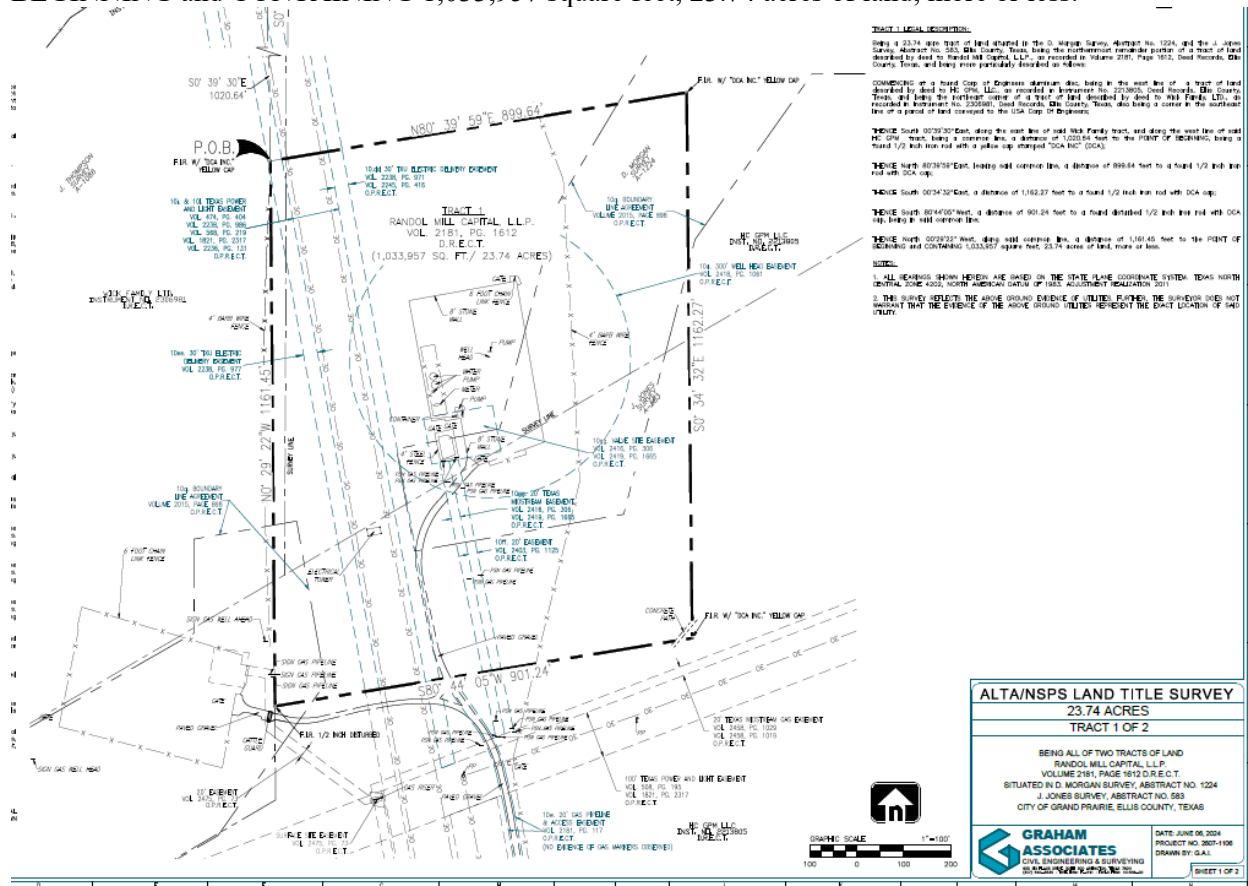
THENCE South 00°39'30" East, along the east line of said Wick Family tract, and along the west line of said HC GPM tract, being a common line, a distance of 1,020.64 feet to the POINT OF BEGINNING, being a found 1/2 inch iron rod with a yellow cap stamped "DCA INC" (DCA);

THENCE North 80°39'59" East, leaving said common line, a distance of 899.64 feet to a found 1/2 inch iron rod with DCA cap;

THENCE South 00°34'32" East, a distance of 1,162.27 feet to a found 1/2 inch iron rod with DCA cap;

THENCE South 80°44'05" West, a distance of 901.24 feet to a found disturbed 1/2 inch iron rod with DCA cap, being in said common line;

THENCE North 00°29'22" West, along said common line, a distance of 1,161.45 feet to the POINT OF BEGINNING and CONTAINING 1,033,957 square feet, 23.74 acres of land, more or less.



Legal Description – Randol Mill Tract 2

Being a 22.16 acre tract of land situated in the J. Jones Survey, Abstract No. 583, Ellis County, Texas, being the southernmost remainder portion of a tract of land described by deed to Randol Mill Capital, L.L.P., as recorded in Volume 2181, Page 1612, Deed Records, Ellis County, Texas, and being more particularly described as follows:

THE ABOVE DESCRIBED TRACTS ARE MODIFIED TO SAVE AND EXCEPT THE FOLLOWING TWO TRACTS OF LAND:

0.0581-Acre Tract

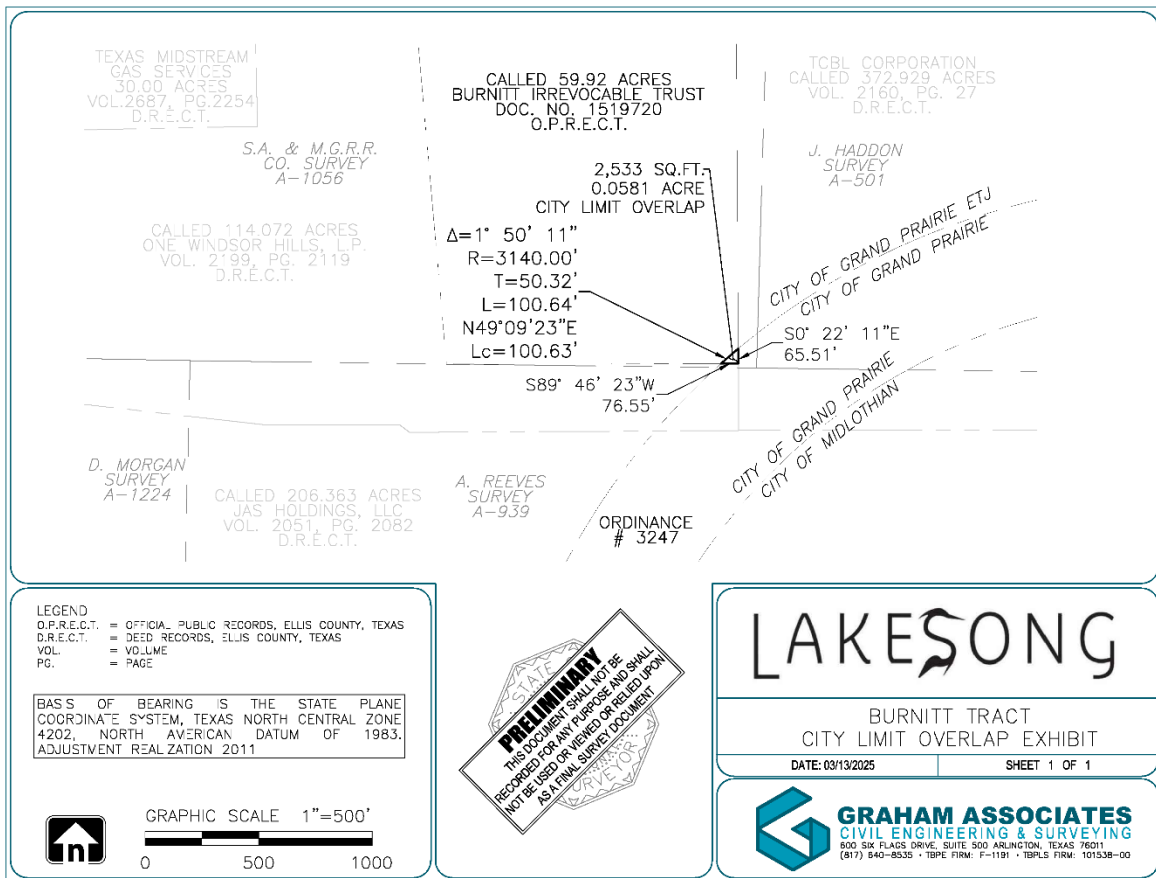
Being a 2,533 square foot tract of land, situated in the S.A. & M.G.R.R. Co. Survey, Abstract No. 1056, in the ETJ of the city of Grand Prairie, Ellis County, Texas, being about of a tract of land described by deed to Burnitt Irrevocable Trust, as recorded in Document Number 1519720, in the Official Public Records of Ellis County, Texas, and more particularly described by the metes and bounds as follows:

Beginning at the southeast corner of said Burnitt tract, and being the eastern most northeast corner of a tract of land described by deed to One Windsor Hills, L.P., as recorded in Volume 2199, Page 2119, in the Deed Records of Ellis County, Texas, also being a point in the west line of a tract of land described by deed to TCBL Corporation, as recorded in Volume 2160, Page 27, in the Deed Records of Ellis County, Texas;

THENCE South $89^{\circ}46'23''$ West, along the south line of said Burnitt tract, a distance of 76.55 feet to a point, being the beginning of a non-tangent curve to the right having a radius of 3140.00 feet, a central angle of $01^{\circ}50'11''$, and a long chord which bears North $49^{\circ}09'23''$ East, 100.63 feet;

THENCE along said curve to the right, an arc distance of 100.64 feet to a point in the east line of said Burnitt tract;

THENCE South $00^{\circ}22'11''$ East, along said east line of Burnitt tract, a distance of 65.51 feet to the POINT OF BEGINNING and CONTAINING 2,533 square feet, 0.0581 acre of land, more or less.



1.358 Acre Tract:

Being a 1.358 acre tract of land situated in the J. Jones Survey, Abstract No. 583, Ellis County, Texas, being a portion of the southernmost remainder portion of a tract of land described by deed to Randol Mill Capital, L.L.P., as recorded in Volume 2181, Page 1612, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a found railroad spike being the southwest corner of said Randol Mill tract, and being in the east line of a tract of land described by deed to Wendell G. Watson Et Al, as recorded in Volume 1047, Page 663, Deed Record, Ellis County, Texas, also being in the west line of a tract of land described by deed to HC GPM, L.L.C., as recorded in Instrument No. 2213805, Deed Record, Ellis County, Texas;

THENCE North 30°54'48" West, along the east line of said Watson tract and the west line of said Randol Mill Capital tract, being a common line, a distance of 528.34 feet to a point;

THENCE South 50°43'31" East, leaving said common line, a distance of 660.79 feet to a point, being in the south line of said Randol Mill Capital tract and the west line of said HC GPM tract, being a common line;

THENCE South 81°42'35" West, along said common line, a distance of 242.63 feet to the POINT OF BEGINNING and CONTAINING 59,165 square feet, 1.358 acres of land, more or less.

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 and any amendment to said Development Agreement.

B) EMERGENCY SERVICES

1) Police Protection

- C) 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.
- D) 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.
- E) 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 and except as otherwise provided in the "Development Agreement (Lakesong), as amended, 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.

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.