

Arlington Logistics Center (formerly owned by NP Arlington Industrial, LLC)

Location: 2919 E Division St
Property Owner: General Motors LLC
 300 Renaissance Center
 Detroit, MI 48265

About the Project

NP Arlington Industrial, LLC acquired the site of the former Six Flags Mall to construct two industrial buildings, one being 550,000 square feet in size and one being 700,000 square feet in size, totaling 1.2 million square feet.

Goals of the Project

Redevelopment; new construction supporting property tax base enhancement

Current Status

NP Arlington Industrial, LLC qualified for and received the abatement in tax years 2019 and 2020, and later sold the development and assigned all of the rights of the abatement agreement to General Motors. General Motors is in compliance the agreement and eligible for the abatement.

Benefit to City

Development of 1.2 million square feet of new industrial space; additional property tax revenue to be realized after the abatement period

Reinvestment Zone	46
Ordinance	17-044
Year Approved by Council	2017
Base Year	2017
Beginning Year	2019 FY20
Ending Year	2028 FY29
Duration	10 years (Abatement)
Base Year Value	TBD
Property Tax Account Number(s)	42298189
Total Abatement Allowed	100%
Total Estimated Investment by Company	\$ 50,000,000

Development Grant Component	Submit proof that Owner has secured a building permit for Building 1
	Submit proof that Owner has secured a building permit for Building 2
	Submit proof that Owner has received a certificate of occupancy for all of Building 1
	Submit proof that Owner has received a certificate of occupancy for all of Building 2
Criteria Evaluated	Property Tax Component Complete construction demonstrated by obtaining a certificate of occupancy by on or before December 31, 2018
	Complete eligible property improvements resulting in added taxable value of \$15m by January 1, 2019
Incentives Allowed	Development Grant Component Four grants totaling \$6m paid out in installments based on meeting criteria detailed above
	Property Tax Component City to expend up to \$2m to complete public infrastructure improvements serving the premises
	Property Tax Component 100% of the added taxable value of the real property improvements

Total Grants Paid to Developer	\$ -	FY17
NP Arlington Industrial, LLC	\$ 2,000,000	FY18-Grants 1-2
	\$ 4,000,000	FY18-Grants 3-4
	\$ 6,000,000	Total to Date

Year	Abatement Percentage Allowed on Eligible Property	Appraised Value	Percentage of Total Value Abated	Abated Value	Abated Levy	Jobs Reported*	Average Salary	Levy Abated as % of Total Tax Liability	Abated Levy plus Total Annual Tax Bill
2019 (FY20)	100%	79,758,880	79%	62,754,009	391,585	n/a	n/a	20%	2,002,960
2020 (FY21)	100%	71,923,170	76%	54,918,299	341,866	n/a	n/a	18%	1,868,707
2021 (FY22)	100%	70,976,296	76%	53,971,425	334,515	n/a	n/a	18%	1,819,973
2022 (FY23)	100%	93,739,848	82%	76,734,977	460,256	n/a	n/a	21%	2,160,560
2023 (FY24)									-
2024 (FY25)									-
2025 (FY26)									-
2026 (FY27)									-
2027 (FY28)									-
2028 (FY29)									-
TOTAL					\$ 1,528,223				

*Jobs are reported by General Motors per the Chapter 380 Agreement

Levy Paid by Taxing Entity

Year	City of Arlington (024)	Tarrant County (220)	Tarrant County Hospital District (224)	Tarrant County College District (225)	Arlington ISD (901)	Mansfield ISD (908)	Kennedale ISD (914)	Total Annual Tax Bill
2019 (FY20)	106,110	186,636	179,002	103,822	1,035,805	-	-	1,611,375
2020 (FY21)	105,855	168,300	161,416	93,622	997,646	-	-	1,526,841
2021 (FY22)	105,396	162,536	159,291	92,390	965,845	-	-	1,485,459
2022 (FY23)	101,995	189,700	190,064	110,238	1,108,307	-	-	1,700,304
2023 (FY24)								-
2024 (FY25)								-
2025 (FY26)								-
2026 (FY27)								-
2027 (FY28)								-
2028 (FY29)								-
	\$ 419,357.13	\$ 707,172.00	\$ 689,773.49	\$ 400,072.24	\$ 4,107,603.32	\$ -	\$ -	\$ 6,323,978.18

italics indicates projection

Ordinance No. 17-044

An ordinance superseding Ordinance No. 17-033 and establishing Reinvestment Zone Number Forty-Six; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; declaring an emergency and becoming effective ten days after first publication

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; and

WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and

WHEREAS, on April 25, 2017, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Six; and

WHEREAS, on May 23, 2017, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Forty-Six, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, on June 13, 2017, City council approved on second reading Ordinance No. 17-033 establishing Reinvestment Zone Number Forty-Six; and

WHEREAS, thereafter, City staff determined that the statutory requirement of written notice to all taxing jurisdictions was overlooked and recommended superseding Ordinance No. 17-033 in the consideration of establishing Reinvestment Zone Number Forty-Six; and

WHEREAS, all taxing jurisdictions having been noticed per the requirements of state law, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the

property described in Exhibit "A" as Reinvestment Zone Number Forty-Six, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

2.

That Ordinance No. 17-033 is superseded in its entirety by this ordinance.

3.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Forty-Six has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone Number Forty-Six should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and
- C. That the improvements sought to be made in Reinvestment Zone Number Forty-Six are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Forty-Six is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

4.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Six for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Forty-Six of the City of Arlington, Texas.

5.

The designation of Reinvestment Zone Number Forty-Six of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

6.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; 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.

7.

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.

8.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

9.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

10.

This is an ordinance for the immediate preservation of the public peace, property, health and safety, and is an emergency measure within the meaning of Article VII, Sections 11 and 12, of the City Charter; and the City Council, by the affirmative vote of all of its members present and voting, hereby declares that this ordinance is an emergency measure, and the requirement that it be read at two (2) meetings, as specified in Section 11, is hereby waived.

11.

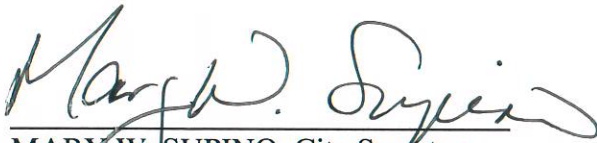
This ordinance shall become effective from and after its passage and publication as provided by law.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 22nd day of August, 2017, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

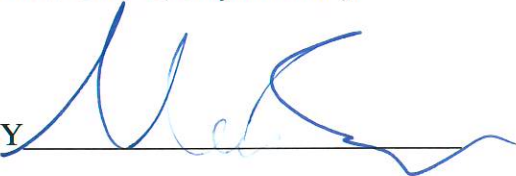
BY 

Exhibit "A"

PROPERTY DESCRIPTION

Being a 80.531 acre tract of land situated in the John M Moss Survey, Abstract No.1349, Tarrant County, Texas, , and being a portion of Site 9RB, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 3-6, A&B, Plat Records, Tarrant County, Texas, and all of Site 9RA1, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 239, Plat Records, Tarrant County, Texas, and all of Site 9RC2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 9993, Plat Records, Tarrant County, Texas, and all of Site 9RD2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, 8585, Plat Records, Tarrant County, Texas, and all of Site 9RA2R, and Site 9RC1R1 Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D213253917, County Clerk Records, Tarrant County, Texas, and all of Sites 9RD1R1, 9RD1R2, 9RD1R3, 9RD1R4, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D214279289, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217043025, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R3, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217046511, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the most southerly point of a corner-clip at the intersection of the existing south right-of-way line of Galleria Drive(having a 60' R.O.W.), and the existing west right-of-way line of 109th Street (having a 100' R.O.W.);

THENCE South 00°33'38" East, along said existing west right-of-way line, a distance of 27.71 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 623.38 feet and a central angle of 40°34'16" and a long chord which bears South 20°52'39" East, 432.25 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the left an arc distance of 441.41 feet to a set 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap for corner;

THENCE South 41°07'53" East, continuing along said existing west right-of-way line, a distance of 241.14 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 351.52 feet and a central angle of 52°16'55" and a long chord which bears South 14°05'29" East, 309.75 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the right an arc distance of 320.76 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE South 12°02'27" West, continuing along said existing west right-of-way line, a distance of 938.13 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the intersection of said 109th Street and the existing north right-of-way line of East Division Street (having a variable width R.O.W.);

THENCE North 78°12'36" West, leaving said existing west right-of-way line, and along the existing north line of said East Division Street, a distance of 1414.20 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 73°57'51" West, continuing along said existing north right-of-way line, a distance of 122.22 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being in the existing east right-of-way line of North Watson Road (having a variable width R.O.W.);

THENCE North 49°21'02" West, leaving said existing north right-of-way line, and along said existing east right-of-way line, a distance of 379.77 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the left having a radius of 240.00 feet and a central angle of 61°12'24" and a long chord which bears North 34°33'26" West, 244.36 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the left an arc distance of 256.38 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 65°09'38" West, continuing along said existing east right-of-way line, a distance of 147.87 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 1145.17 feet and a central angle of 27°27'13" and a long chord which bears North 24°16'56" West, 543.48 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the right an arc distance of 548.71 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 10°38'27" West, continuing along said existing east right-of-way line, a distance of 504.52 feet to a found 1/2 inch iron rod for corner, said point being the intersection of the existing east right-of-way line of said North Watson Road and the existing south right-of-way line of said Galleria Drive;

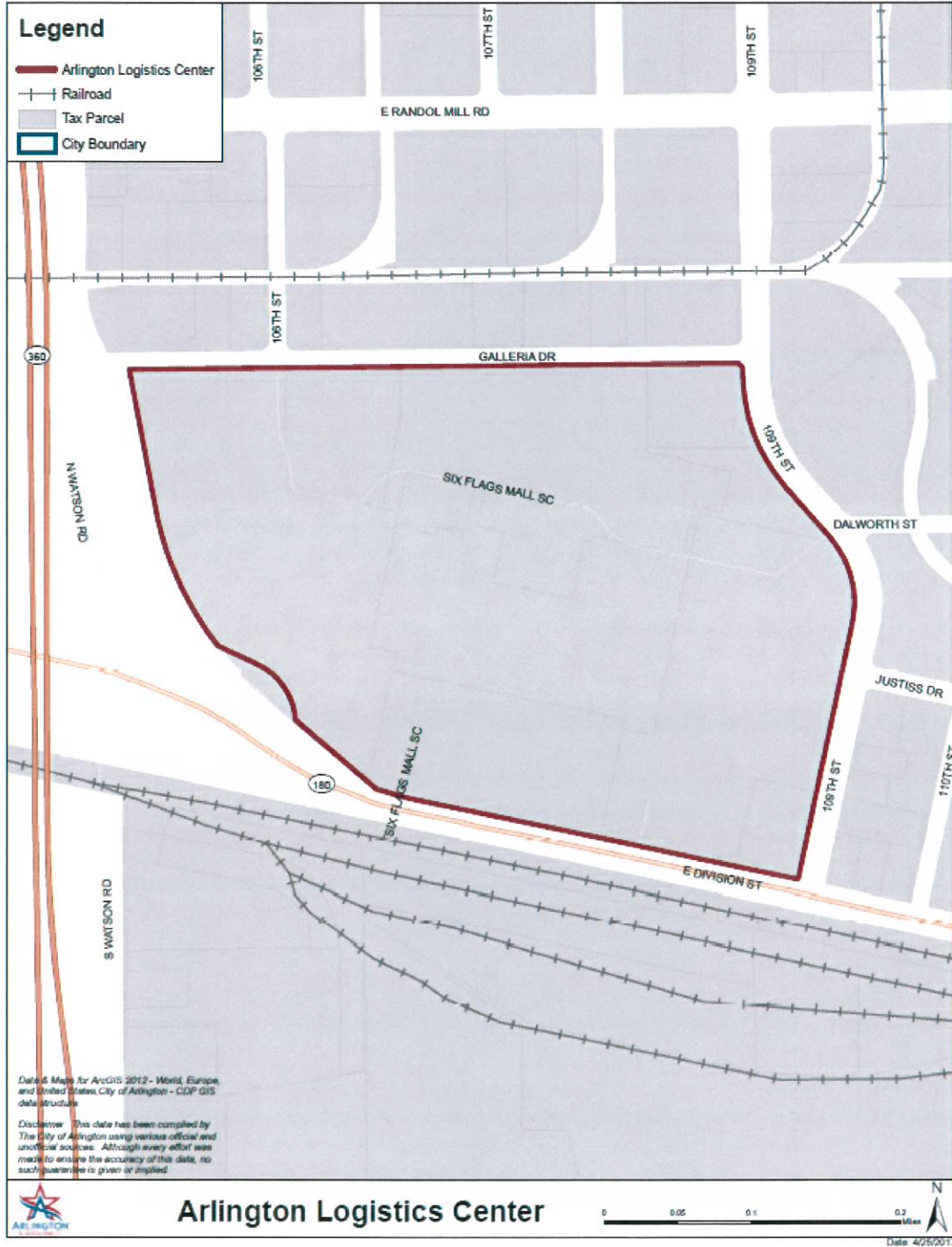
THENCE North 89°26'22" East, leaving said existing east right-of-way line, and along said existing south right-of-way line, a distance of 2171.73 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the most northerly point of a corner-clip at

the intersection of said existing Galleria Drive and said existing 109th Street;

THENCE South $45^{\circ}33'38''$ East, leaving said existing south right-of-way line, and along said corner-clip, a distance of 21.21 feet to the POINT OF BEGINNING and CONTAINING 3,507,965 square feet, 80.531 acres of land, more or less.

Exhibit "B"

MAP OF SUBJECT PROPERTY



Resolution No. 17-229

A resolution superseding Resolution No. 17-143 and authorizing the execution of a Tax Abatement and Chapter 380 Agreement by and between NP Arlington Industrial, LLC and the City of Arlington, Texas, relative to a project in Reinvestment Zone Number Forty-Six in the City of Arlington, Texas

- WHEREAS, NP Arlington Industrial, LLC (hereinafter referred to as “NP”) has submitted to the City of Arlington (“CITY”) an application for economic development incentives for its proposed building of two industrial buildings, one being 550,000 square feet in size and one being 700,000 square feet in size, totaling 1.2 million square feet (the “Project”), in Reinvestment Zone Number Forty-Six of the City of Arlington; and
- WHEREAS, the Arlington City Council has elected to participate in tax abatements in accordance with TEX. TAX CODE ANN. Chapter 312, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and
- WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and
- WHEREAS, the ultimate goal and public purpose of agreements and programs established under the CITY’s economic development policies is to protect and enhance CITY’s fiscal ability to provide high quality municipal services for the safety, comfort and enjoyment of CITY residents; and
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- WHEREAS, the CITY finds that the administration of a program of incentives to NP (“Program”) in exchange for NP’s completion of the Project proposed by NP, which would contribute to the retention or expansion of employment in the CITY and would attract major investment, which would contribute to the economic development of the CITY; and
- WHEREAS, the CITY has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain sufficient controls to ensure that the public purpose is carried out; and
- WHEREAS, on June 13, 2017, City council approved on second reading Ordinance No. 17-033 establishing Reinvestment Zone Number Forty-Six; and

WHEREAS, on June 13, 2017, City Council approved Resolution No. 17-143 authorizing execution of a Tax Abatement and Chapter 380 Agreement by and between NP Arlington Industrial, LLC and the City of Arlington, Texas, relative to a project in Reinvestment Zone Number Forty-Six in the City of Arlington, Texas; and

WHEREAS, thereafter, City staff determined that the statutory requirement of written notice to all taxing jurisdictions was overlooked and recommended superseding Ordinance No. 17-033 in the consideration of establishing Reinvestment Zone Number Forty-Six; and

WHEREAS, thereafter, all taxing jurisdictions having been noticed per the requirements of state law, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of certain property described as Reinvestment Zone Number Forty-Six in Exhibit "A" of the ordinance superseding Ordinance No. 17-033, with notice of such public hearing published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, City Council approved on first and final reading the ordinance superseding Ordinance No. 17-033 and establishing Reinvestment Zone Number Forty-Six; and

WHEREAS, the CITY finds that the Project meets the applicable guidelines, criteria, and minimum requirements previously established by CITY; and

WHEREAS, based on these findings, CITY proposes to execute a Tax Abatement and Chapter 380 Agreement relative to exemption from taxation 100% of the Added Value of the Eligible Property for a period of ten years, a waiver of certain development fees, incentive grants totaling \$6,000,000, and a contribution by the CITY not to exceed \$2,000,000 for certain public infrastructure improvements to the Project; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That Resolution No. 17-143 is superseded in its entirety by this resolution.

III.

That the City Manager or his designee is hereby authorized to execute a Tax Abatement and Chapter 380 Agreement with NP Arlington Industrial, LLC and other necessary or required parties. A substantial copy of the Agreement is attached as Exhibit "A".

IV.

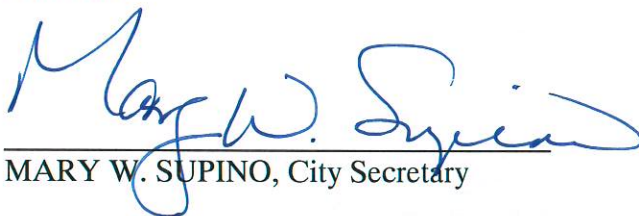
In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

PRESENTED AND PASSED on this the 22nd day of August, 2017, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY

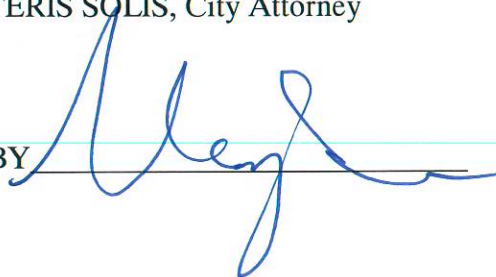


Exhibit “A”

Agreement



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

TAX ABATEMENT AND
CHAPTER 380 AGREEMENT

THIS **TAX ABATEMENT AND CHAPTER 380 AGREEMENT** (“Agreement”) is executed by and between **NP ARLINGTON INDUSTRIAL, LLC**, duly authorized to do business in the State of Texas, acting by and through its authorized officer, (hereafter referred to as “**OWNER**”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “**CITY**”).

WITNESSETH:

WHEREAS, **CITY** has found that providing a program of incentives to **OWNER** in exchange for **OWNER**’s construction of two industrial and/or manufacturing buildings, collectively, comprising approximately 1,250,000 square feet of vertical construction and improvement (hereafter referred to as “**Program**”) will promote local economic development and stimulate business and commercial activity and job creation within the City of Arlington; and

WHEREAS, the **CITY** has determined that the **Program** authorized by Resolution No. 17-___ will directly estimable a public purpose and that all transactions involving the use of public funds and resources in establishment and administration of the **Program** contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the **Program** provided herein; and

WHEREAS, the City Council of **CITY** has resolved that the **CITY** may elect to participate in tax abatement; and

WHEREAS, the City Council, in accordance with law, has adopted a Policy Statement for Tax Abatement; and

WHEREAS, prior to executing this Agreement, the **CITY** has adopted a Policy Statement consistent with this Agreement; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the **CITY**; and

WHEREAS, the City Council passed Ordinance No. 17-___ establishing Reinvestment Zone Number Forty-Six in the City of Arlington, Texas, being a commercial-industrial reinvestment zone for tax abatement as authorized

by Texas Tax Code Chapters 311 and 312 (hereafter referred to as “the Code”); and

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined), and the other terms hereof are consistent with encouraging development within Reinvestment Zone Number Forty-Six, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

WHEREAS, the City Council finds that the terms of this Agreement meet applicable guidelines and criteria adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to this Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and Chapter 380 incentives; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant, and contract as set forth below:

I.
Definitions

- A. “Added Value” is defined as the taxable value of the Eligible Property, as determined by the Tarrant Appraisal District, above the Base Year Value.
- B. “Base Year Value” is defined as the tax year 2017 taxable value of the Premises, as of January 1, 2017, as finally determined by the Tarrant Appraisal District.

- C. “Eligible Property” is defined as the real property improvements specified in **Exhibit “A”**, erected on or affixed to the Premises. **Exhibit “A”** is attached hereto and incorporated herein for all purposes.
- D. “Premises” are defined as the real property, owned by OWNER, located entirely within Reinvestment Zone Number Forty-Six.
- E. “Reinvestment Zone Number Forty-Six” is defined as the real property described in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes. Such property was designated as Reinvestment Zone Number Forty-Six by City of Arlington Ordinance No. 17-_____, which is attached hereto as **Exhibit “C”**.

II.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Eligible Property is consistent with the purposes of encouraging development or redevelopment of Reinvestment Zone Number Forty-Six.

III.
Improvement Conditions and Requirements

- A. OWNER shall complete construction of the Eligible Property described in **Exhibit "A,"** demonstrated by obtaining a certificate of occupancy, on or before December 31, 2018.
 - B. OWNER's completion of the Eligible Property described in **Exhibit "A"** must result in Added Value of at least Fifteen Million Dollars (\$15,000,000) no later than January 1, 2019.
 - C. OWNER shall maintain on the Premises the Eligible Property for the term of this agreement.
 - D. OWNER shall ensure that all Eligible Property conforms to applicable building codes, the Unified Development Code, and all other ordinances and regulations.
 - E. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty.
-
- F. OWNER shall not fail to render for taxation any property located within the City of Arlington.
 - G. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 132a(f), OWNER shall repay to the CITY the full amount of taxes abated under Section IV of this Agreement, plus 10% per annum from the date the abatement was made. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall not be liable for a

violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

IV.
Abatement

If the Improvement Conditions and Requirements set forth in Section III are met, then CITY agrees to exempt from taxation 100% of the Added Value of the Eligible Property. The exemption shall be for a period of ten years, from the tax year beginning January 1, 2019, through and including the tax year beginning January 1, 2028.

V.
Fee Waiver

CITY agrees to waive the following fees related to development and construction of the Eligible Property: building permit application fees, plan review fees, landscape plan review fee, plat application fees, early grading release fees, sign permit fees, fire permit and inspection fees, park fees, front footage fees, and impact fees.

VI.
Grants

- A. If the Improvement Conditions and Requirements set forth in Section III are met, the CITY agrees to pay to OWNER four (4) grants totaling Six Million Dollars (\$6,000,000) paid out in equal payments as follows:
1. First Payment — An amount not to exceed One Million Dollars (\$1,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has secured a building permit for the portion of the Eligible Property identified as Building 1 in **Exhibit “A.”**
 2. Second Payment — An amount not to exceed One Million Dollars (\$1,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a building permit for the portion of the Eligible Property identified as Building 2 in **Exhibit “A.”**
 3. Third Payment — An amount not to exceed Two Million Dollars (\$2,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a certificate of occupancy for all the portion of the Eligible Property identified as Building 1 in **Exhibit “A.”**
 4. Fourth Payment — An amount not to exceed Two Million Dollars (\$2,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a certificate of occupancy for all the portion of the Eligible Property identified as Building 2 in **Exhibit “A.”**

- B. Under no circumstances shall the total amount of grant payments provided by the CITY to OWNER under this Section VI exceed Six Million Dollars (\$6,000,000).
- C. As of the Effective Date, the CITY has assigned Six Million Dollars (\$6,000,000) in the City of Arlington General Fund for the sole purpose of performing the CITY's obligations under this Agreement, which funds are held in the Innovation Venture Capital Fund for that purpose. Notwithstanding the foregoing, the payment to OWNER of any grants is subject to the OWNER's satisfaction of the Improvement Conditions and Requirements set forth in Section III and payment schedule provided for in Subsection VI.A.

VII.
Public Infrastructure

- A. CITY agrees to improve the public infrastructure serving the Premises by expending up to \$500,000 for the construction of drive approaches, sidewalks, curbs and gutters (hereinafter referred to as "Street and Sidewalk Project") depicted in the preliminary designs and budget attached hereto as **Exhibit "D."** OWNER shall fully design the Street and Sidewalk Project at its own expense. Upon completion of the design OWNER shall donate the completed design, along with all associated intellectual property rights, to the CITY. CITY will contract for construction of the Street and Sidewalk Project and cause such to be completed no later than fifteen (15) months after the completed design is donated to the CITY, subject to force majeure. Should the actual cost of constructing the Street and Sidewalk Project exceed \$500,000 OWNER shall provide CITY with funds to pay for all amounts in excess of \$500,000.
- B. CITY further agrees to improve the public infrastructure serving the Premises by expending up to \$1,500,000 for the construction of drainage improvements that improve the stormwater drainage system (hereinafter referred to as "Stormwater Project") depicted in the preliminary designs and budget attached hereto as **Exhibit "E."** Owner shall fully design the Stormwater Project at its own expense. Upon completion of the design OWNER shall donate the completed design, along with all associated intellectual property rights, to the CITY. CITY will contract for construction of the Stormwater Project and cause such to be completed no later than fifteen (15) months after the completed design is donated to the CITY, subject to force majeure. Should the actual cost of constructing the Stormwater Project exceed \$1,500,000 OWNER shall provide CITY with funds to pay for all amounts in excess of \$1,500,000.

VIII.
Reports, Audits and Inspections

- A. Annual Certification, TAD Application, and Reports - Pursuant to state law, OWNER shall certify annually that OWNER is in compliance with the terms of

this Agreement, and shall provide the reports and records reasonably necessary to support each year of this Agreement, as follows:

1. Annual Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of this Agreement, to be due annually not later than April 1. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by this Agreement.
 2. TAD Application -- OWNER shall submit a completed application for Property Tax Abatement Exemption to the Tarrant Appraisal District (hereinafter "TAD") by the statutory deadline of April 30 in each year that OWNER intends to claim the abatement exemption, with no expectation of prompting or reminding from the TAD or CITY. The application for Property Tax Abatement Exemption must be obtained by OWNER from the Forms section of the TAD's website at <http://www.TAD.org>.
 3. Additional Records -- Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, CITY and TAD shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.
- D. Protest - This agreement shall not be construed to prohibit OWNER's protest or contest of any or all appraisals or assessments of any property on the Premises. The amount of the abatement provided for in this Agreement shall be based upon the taxes as finally determined by TAD to be due after such protests or contests are finally determined.

IX.
Use of Premises

The Premises at all times shall be used in a manner that is consistent with federal, state, and local law, including the CITY's Unified Development Code, and consistent with the general purpose of encouraging development within Reinvestment Zone Number Forty-Six.

X.
Default and Recapture

- A. Default - A default by OWNER of this Agreement may result in termination or modification of this Agreement and recapture by CITY of taxes which otherwise would have been paid, since the execution of this Agreement, to CITY without the benefit of the Abatement. Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas. The following conditions shall constitute a default by OWNER of this Agreement:
1. OWNER fails to meet any of the Conditions and Requirements specified in Section III.
 2. OWNER fails to provide the certification, application, or reports required under Section VIII.
 3. OWNER's use of the Premises violates local, state, or federal law.
 4. Cross-Defaults: Any event that constitutes a default by the OWNER under the Chapter 380 Program Agreement for Economic Development Incentives between the CITY and General Motors LLC shall constitute an event of default of OWNER under this Agreement.
- B. Notice of Default - In the event that CITY makes a reasonable determination that OWNER is in default of this Agreement, CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by CITY and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section XII of this Agreement.
- C. Recapture - From the Effective Date of this Agreement until the end of the fifth (5th) year of the abatement provided for in this Agreement, should OWNER fail to cure a default of this Agreement during the cure period provided for in Section X.B., CITY may terminate this Agreement and recapture all taxes abated, grants paid, and fees waived under this Agreement up to the time of default. During years six (6) through 10 of the abatement provided for in this Agreement, should

OWNER fail to cure a default of this Agreement during the cure period provided for in Section X.B., CITY may terminate this Agreement and recapture taxes abated for the calendar year during which the uncured default occurred. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes, grants, and/or waived fees and to demand payment of such. Taxes, grants, and/or fees shall become due 60 days following receipt of such demand. The right of CITY to require recapture and demand payment of abated taxes and waived fees, and the obligation of OWNER to pay such, shall survive termination of this agreement. The City Attorney has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue payment of abated taxes and waived fees pursuant to this Agreement.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties, and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

XI.

Effect of Sale or Lease of Property

The abatement and fee waiver granted by this Agreement shall not be assignable to any new owner of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the Arlington City Council.

XII.

Notice

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

OWNER: NP Arlington Industrial, LLC
Attention: Chad Meyer
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150

CITY: City of Arlington
City Manager's Office
Attention: Economic Development Manager
MS 01-0300
P.O. Box 90231
Arlington, Texas 76004-3231

With Copy to:
City Attorney
MS 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

XIII.
City Council Authorization

This Agreement was authorized by resolution of the Arlington City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XIV.
Severability

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XV.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

XVI.
OWNER's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of

the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XVII.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XVIII.
Indemnification

OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S DEFAULT OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH OWNER AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

XIX.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, or other casualty of a similar nature.

XX.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XXI.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Tarrant County, Texas.

XXII.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality, and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor, or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

XXIII.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIV.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator, or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

XXV.
Counterparts

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XXVI.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or OWNER or both; and (2) the terms of this agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XXVII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

XXVIII.
Survival of Obligations

All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

XXIX.
Termination

This Agreement shall terminate in accordance with the terms of this Agreement unless extended by written agreement of the parties or a written instrument signed by all

parties evidencing a delay by force majeure. However, in no event shall the abatement exceed ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

NP ARLINGTON INDUSTRIAL, LLC

By: NorthPoint Development, LLC, a Missouri limited liability company, its Manager

BY _____
Signature

Typed or Printed Title
Date _____

WITNESS:

CITY OF ARLINGTON, TEXAS

BY _____
JIM PARAJON
Deputy City Manager
Date _____

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

THE STATE OF _____ §
 COUNTY OF _____ §

NP ARLINGTON INDUSTRIAL, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **NP ARLINGTON INDUSTRIAL, LLC**, and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2017.

 Notary Public in and for
 The State of _____

 My Commission Expires

 Notary's Printed Name

THE STATE OF TEXAS §
 COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as a **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2017.

 Notary Public in and for
 The State of Texas

 My Commission Expires

 Notary's Printed Name

Exhibit "A"

ELIGIBLE PROPERTY

Construction of two new industrial and/or manufacturing buildings, collectively comprising approximately 1,250,000 square feet of vertical construction and improvement on a site located at the northeast corner of State Highway 360 and East Division Street, with the approximate address of 2919 East Division Street.



Exhibit "B"

PREMISES DESCRIPTION

Being a 80.531 acre tract of land situated in the John M Moss Survey, Abstract No.1349, Tarrant County, Texas, , and being a portion of Site 9RB, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 3-6, A&B, Plat Records, Tarrant County, Texas, and all of Site 9RA1, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 239, Plat Records, Tarrant County, Texas, and all of Site 9RC2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 9993, Plat Records, Tarrant County, Texas, and all of Site 9RD2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, 8585, Plat Records, Tarrant County, Texas, and all of Site 9RA2R, and Site 9RC1R1 Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D213253917, County Clerk Records, Tarrant County, Texas, and all of Sites 9RD1R1, 9RD1R2, 9RD1R3, 9RD1R4, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D214279289, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217043025, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R3, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217046511, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the most southerly point of a corner-clip at the intersection of the existing south right-of-way line of Galleria Drive (having a 60' R.O.W.), and the existing west right-of-way line of 109th Street (having a 100' R.O.W.);

THENCE South 00°33'38" East, along said existing west right-of-way line, a distance of 27.71 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 623.38 feet and a central angle of 40°34'16" and a long chord which bears South 20°52'39" East, 432.25 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the left an arc distance of 441.41 feet to a set 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap for corner;

THENCE South 41°07'53" East, continuing along said existing west right-of-way line, a distance of 241.14 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 351.52 feet and a central angle of 52°16'55" and a long chord which bears South 14°05'29" East, 309.75 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the right an arc distance of 320.76 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE South 12°02'27" West, continuing along said existing west right-of-way line, a distance of 938.13 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the intersection of said 109th Street and the existing north right-of-way line of East Division Street (having a variable width R.O.W.);

THENCE North 78°12'36" West, leaving said existing west right-of-way line, and along the existing north line of said East Division Street, a distance of 1414.20 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 73°57'51" West, continuing along said existing north right-of-way line, a distance of 122.22 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being in the existing east right-of-way line of North Watson Road (having a variable width R.O.W.);

THENCE North 49°21'02" West, leaving said existing north right-of-way line, and along said existing east right-of-way line, a distance of 379.77 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the left having a radius of 240.00 feet and a central angle of 61°12'24" and a long chord which bears North 34°33'26" West, 244.36 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the left an arc distance of 256.38 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 65°09'38" West, continuing along said existing east right-of-way line, a distance of 147.87 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 1145.17 feet and a central angle of 27°27'13" and a long chord which bears North 24°16'56" West, 543.48 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the right an arc distance of 548.71 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 10°38'27" West, continuing along said existing east right-of-way line, a distance of 504.52 feet to a found 1/2 inch iron rod for corner, said point being the intersection of the existing east right-of-way line of said North Watson Road and the existing south right-of-way line of said Galleria Drive;

THENCE North 89°26'22" East, leaving said existing east right-of-way line, and along said existing south right-of-way line, a distance of 2171.73 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the most northerly point of a corner-clip at the intersection of said existing Galleria Drive and said existing 109th Street;

THENCE South 45°33'38" East, leaving said existing south right-of-way line, and along said corner-clip, a distance of 21.21 feet to the POINT OF BEGINNING and CONTAINING 3,507,965 square feet, 80.531 acres of land, more or less.

Exhibit “C”

Ordinance 17-_____
creating
Reinvestment Zone Forty-Six

Ordinance No. _____

An ordinance superseding Ordinance No. 17-033 and establishing Reinvestment Zone Number Forty-Six; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; declaring an emergency and becoming effective ten days after first publication

- WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and
- WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; and
- WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and
- WHEREAS, on April 25, 2017, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Six; and
- WHEREAS, on May 23, 2017, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Forty-Six, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and
- WHEREAS, on June 13, 2017, City council approved on second reading Ordinance No. 17-033 establishing Reinvestment Zone Number Forty-Six; and
- WHEREAS, thereafter, City staff determined that the statutory requirement of written notice to all taxing jurisdictions was overlooked and recommended superseding Ordinance No. 17-033 in the consideration of establishing Reinvestment Zone Number Forty-Six; and
- WHEREAS, all taxing jurisdictions having been noticed per the requirements of state law, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the

property described in Exhibit “A” as Reinvestment Zone Number Forty-Six, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

2.

That Ordinance No. 17-033 is superseded in its entirety by this ordinance.

3.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Forty-Six has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone Number Forty-Six should be the proposed area of land more fully described in the property description attached hereto as Exhibit “A” and depicted on the map attached hereto as Exhibit “B”; and
- C. That the improvements sought to be made in Reinvestment Zone Number Forty-Six are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Forty-Six is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

4.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Six for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Forty-Six of the City of Arlington, Texas.

5.

The designation of Reinvestment Zone Number Forty-Six of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

6.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; 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.

7.

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.

8.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

9.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

10.

This is an ordinance for the immediate preservation of the public peace, property, health and safety, and is an emergency measure within the meaning of Article VII, Sections 11 and 12, of the City Charter; and the City Council, by the affirmative vote of all of its members present and voting, hereby declares that this ordinance is an emergency measure, and the requirement that it be read at two (2) meetings, as specified in Section 11, is hereby waived.

11.

This ordinance shall become effective from and after its passage and publication as provided by law.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the ____ day of _____, 2017, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Exhibit "A"

PROPERTY DESCRIPTION

Being a 80.531 acre tract of land situated in the John M Moss Survey, Abstract No.1349, Tarrant County, Texas, , and being a portion of Site 9RB, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 3-6, A&B, Plat Records, Tarrant County, Texas, and all of Site 9RA1, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 239, Plat Records, Tarrant County, Texas, and all of Site 9RC2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 9993, Plat Records, Tarrant County, Texas, and all of Site 9RD2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, 8585, Plat Records, Tarrant County, Texas, and all of Site 9RA2R, and Site 9RC1R1 Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D213253917, County Clerk Records, Tarrant County, Texas, and all of Sites 9RD1R1, 9RD1R2, 9RD1R3, 9RD1R4, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D214279289, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217043025, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R3, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217046511, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the most southerly point of a corner-clip at the intersection of the existing south right-of-way line of Galleria Drive(having a 60' R.O.W.), and the existing west right-of-way line of 109th Street (having a 100' R.O.W.);

THENCE South $00^{\circ}33'38''$ East, along said existing west right-of-way line, a distance of 27.71 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 623.38 feet and a central angle of $40^{\circ}34'16''$ and a long chord which bears South $20^{\circ}52'39''$ East, 432.25 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the left an arc distance of 441.41 feet to a set 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap for corner;

THENCE South $41^{\circ}07'53''$ East, continuing along said existing west right-of-way line, a distance of 241.14 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 351.52 feet and a central angle of $52^{\circ}16'55''$ and a long chord which bears South $14^{\circ}05'29''$ East, 309.75 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the right an arc distance of 320.76 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE South 12°02'27" West, continuing along said existing west right-of-way line, a distance of 938.13 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the intersection of said 109th Street and the existing north right-of-way line of East Division Street (having a variable width R.O.W.);

THENCE North 78°12'36" West, leaving said existing west right-of-way line, and along the existing north line of said East Division Street, a distance of 1414.20 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 73°57'51" West, continuing along said existing north right-of-way line, a distance of 122.22 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being in the existing east right-of-way line of North Watson Road (having a variable width R.O.W.);

THENCE North 49°21'02" West, leaving said existing north right-of-way line, and along said existing east right-of-way line, a distance of 379.77 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the left having a radius of 240.00 feet and a central angle of 61°12'24" and a long chord which bears North 34°33'26" West, 244.36 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the left an arc distance of 256.38 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 65°09'38" West, continuing along said existing east right-of-way line, a distance of 147.87 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 1145.17 feet and a central angle of 27°27'13" and a long chord which bears North 24°16'56" West, 543.48 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the right an arc distance of 548.71 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North 10°38'27" West, continuing along said existing east right-of-way line, a distance of 504.52 feet to a found 1/2 inch iron rod for corner, said point being the intersection of the existing east right-of-way line of said North Watson Road and the existing south right-of-way line of said Galleria Drive;

THENCE North 89°26'22" East, leaving said existing east right-of-way line, and along said existing south right-of-way line, a distance of 2171.73 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the most northerly point of a corner-clip at

the intersection of said existing Galleria Drive and said existing 109th Street;

THENCE South $45^{\circ}33'38''$ East, leaving said existing south right-of-way line, and along said corner-clip, a distance of 21.21 feet to the POINT OF BEGINNING and CONTAINING 3,507,965 square feet, 80.531 acres of land, more or less.

Exhibit "B"

MAP OF SUBJECT PROPERTY

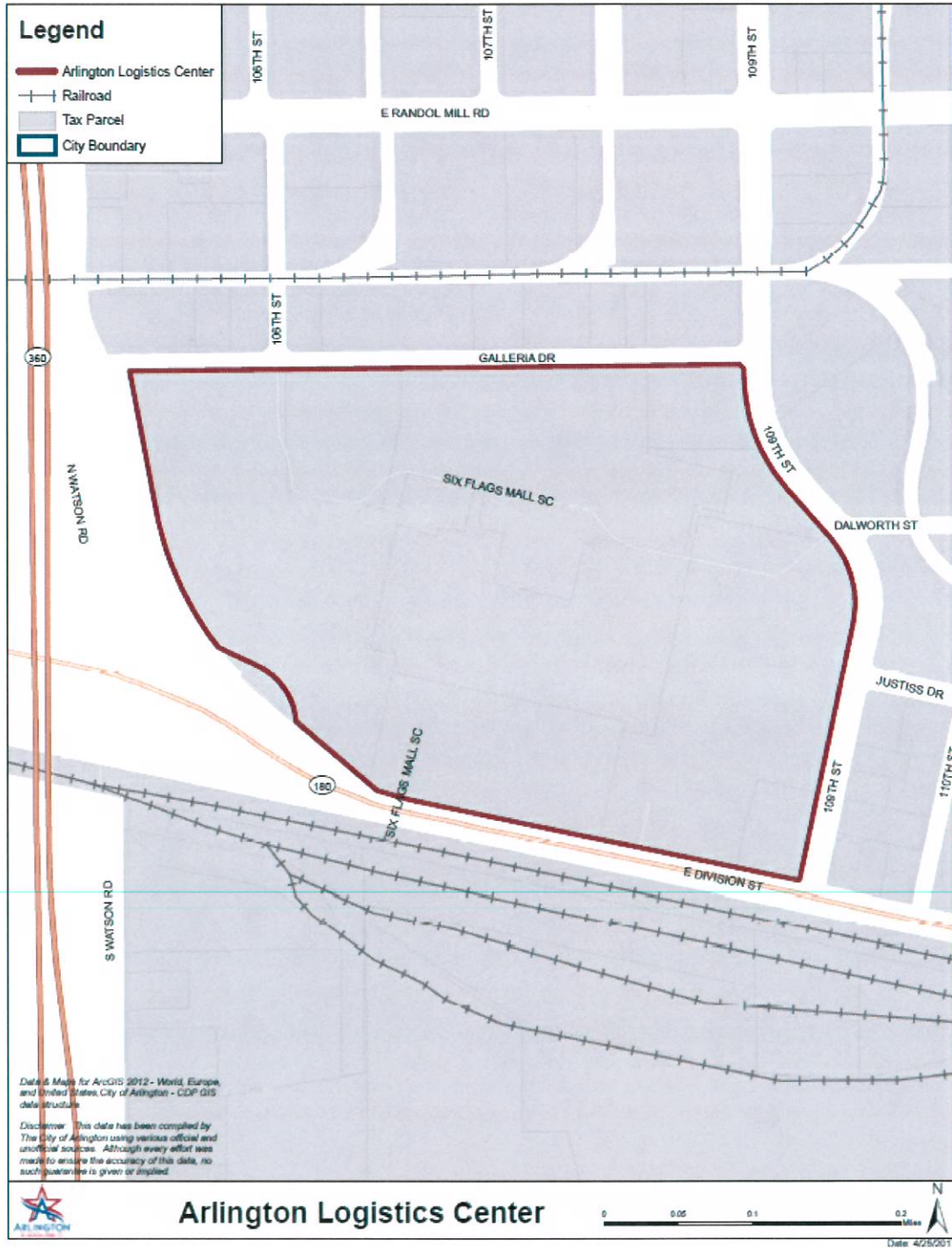


Exhibit “D”

STREET AND SIDEWALK PROJECT



CAUTION
 EXISTING UTILITIES AND UNDERGROUND FACILITIES OF ALL KINDS ARE SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND
 PAVEMENT WITH PUBLIC INFRASTRUCTURE

PRELIMINARY - FOR REVIEW ONLY
 These documents are for review only and are not intended for construction. They were prepared by or under supervision of
 Brian M. Avram, P.E. 00712 000017
 State 00712 000017

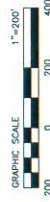
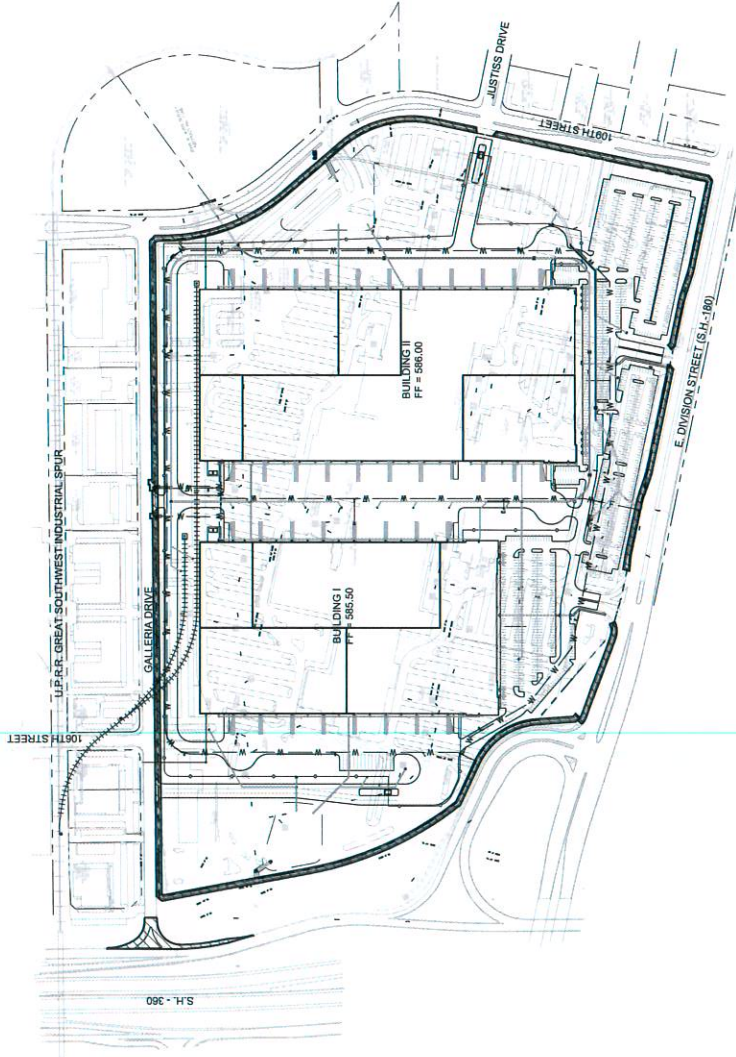


EXHIBIT D: STREET AND SIDEWALK PROJECT
LOT 1R, BLOCK 1
ARLINGTON LOGISTICS CENTER
ARLINGTON, TEXAS
 **Graham Associates, Inc.**
 CONSULTING ENGINEERS & PLANNERS
 1400 WEST 10TH STREET, SUITE 1000
 ARLINGTON, TEXAS 76010
 DRAWN BY: GJA PROJECT NO.: 2714-000 SHEET 1 OF 1
 DATE: 08/2017



STREET AND SIDEWALK PROJECT
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
 ARLINGTON LOGISTICS CENTER
 June 6, 2017

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	BID ITEM NO.
100	FULL DEPTH SAWCUT & REMOVE PVMT	457	SY	\$ 7.00	\$ 3,199.00	100
101	DRIVE APPROACH REMOVAL	718	SY	\$ 14.25	\$ 10,231.50	101
102	SAWCUT & REMOVE CURB & GUTTER	631	LF	\$ 5.75	\$ 3,628.25	102
103	CONST. CONC. CURB & GUTTER	745	LF	\$ 24.00	\$ 17,880.00	103
104	CONST. CONC. SIDEWALK (4")	4832	SY	\$ 42.00	\$ 202,944.00	104
105	CONST. DRIVE APPROACH (10")	665	SY	\$ 70.00	\$ 46,550.00	105
106	CONST. BFR	9	EA	\$ 1,000.00	\$ 9,000.00	106
107	CONST. CONC. HEADER	82	LF	\$ 7.25	\$ 594.50	107
108	8" RECYCLED CONC./ASPHALT SUBGRADE	1282	SY	\$ 10.00	\$ 12,820.00	108
109	10" REINFORCED CONC. PAVEMENT	1088	SY	\$ 70.00	\$ 76,160.00	109
110	BRICK PAVERS	288	SY	\$ 80.00	\$ 23,040.00	110
					\$ 406,047.25	
				10% CONTINGENCY:	\$ 40,604.73	
				SUBTOTAL STREET AND SIDEWALK PROJECT:	\$ 446,651.98	

Exhibit “E”

STORMWATER PROJECT

CAUTION:
 EXISTING UTILITIES AND INFORMATION ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, AND CHARACTERISTICS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO AND UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND
 DRAINAGE WITHIN PUBLIC INFRASTRUCTURE

PRELIMINARY - FOR REVIEW ONLY
 These documents are for review only and are not to be used for construction. They were prepared by, or under supervision of, the Professional Engineer listed below.
 Name: Austin, TX License No. 66592
 Date: 06/20/17

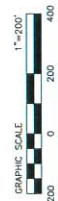
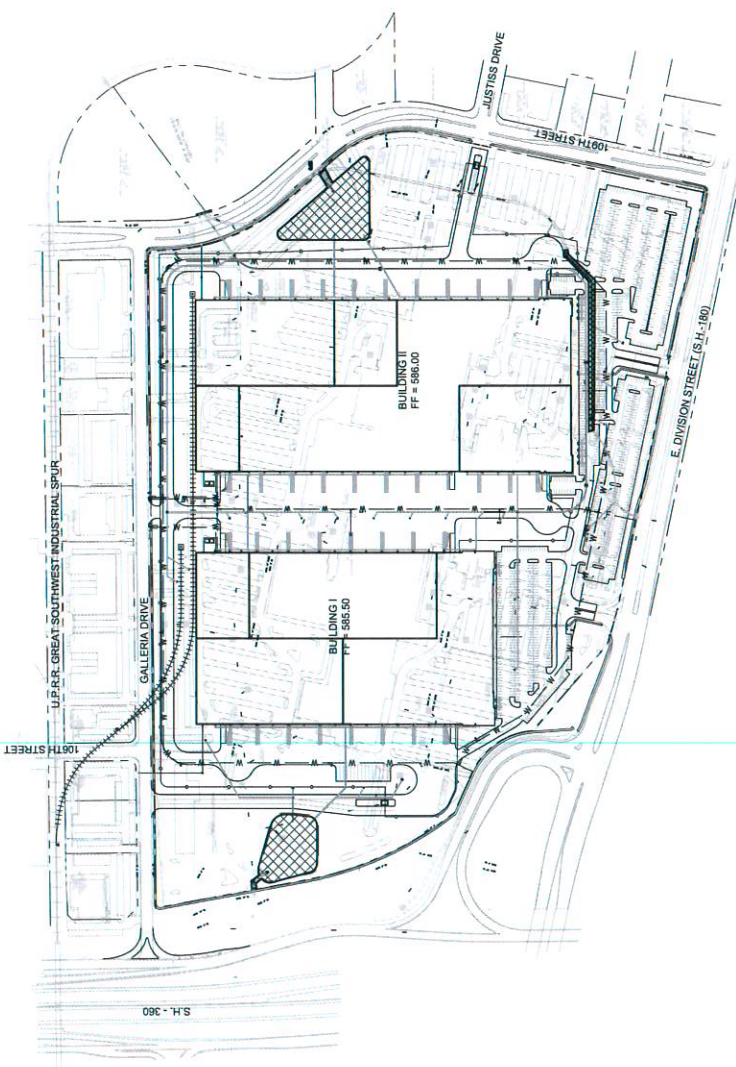


EXHIBIT E: STORMWATER PROJECT

LOT 1R, BLOCK 1
ARLINGTON LOGISTICS CENTER
ARLINGTON, TEXAS

 **Graham Associates, Inc.**
 CONSULTING ENGINEERS AND PLANNERS
 1000 WEST 17TH STREET, SUITE 100
 ARLINGTON, TEXAS 76010
 TEL: 817.271.1111 FAX: 817.271.1110

DRAWN BY: GJM PROJECT NO: 2716-1001 SHEET
 DATE: 6/6/2017 SHEET 1 OF 1 1



**STORMWATER PROJECT
PRELIMINARY OPINION OF PROBABLE STORM CONSTRUCTION COSTS
ARLINGTON LOGISTICS CENTER**

June 6, 2017

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	BID ITEM NO.
200	DETENTION POND EXCAVATION	8807	CY	\$ 8.40	\$ 73,978.80	200
201	CUT & PLUG EXISTING RCP	8	EA	\$ 175.00	\$ 1,400.00	201
202	CONNECT TO EXISTING RCP	5	EA	\$ 1,000.00	\$ 5,000.00	202
203	REPAIR 84" RCP AT 18" WYE	2	EA	\$ 100.00	\$ 200.00	203
204	FLEXAMAT	145	SY	\$ 8.00	\$ 1,160.00	204
205	30" RCP	11	LF	\$ 66.00	\$ 726.00	205
206	54" RCP	47	LF	\$ 160.00	\$ 7,520.00	206
207	66" RCP	304	LF	\$ 200.00	\$ 60,800.00	207
208	6' X 3' RCB	52	LF	\$ 324.00	\$ 16,848.00	208
209	4' X 2' RCB	76	LF	\$ 206.00	\$ 15,656.00	209
210	84" RCP	596	LF	\$ 625.00	\$ 372,500.00	210
211	TYPE PW-1 HEADWALL	1	EA	\$ 2,000.00	\$ 2,000.00	211
212	7' X 7' JUNCTION BOX	1	EA	\$ 9,000.00	\$ 9,000.00	212
213	8' X 5' JUNCTION BOX	1	EA	\$ 10,000.00	\$ 10,000.00	213
214	8' X 8' JUNCTION BOX	1	EA	\$ 13,500.00	\$ 13,500.00	214
215	WEIR STRUCTURES	2	EA	\$ 25,000.00	\$ 50,000.00	215
					\$ 640,288.80	
				10% CONTINGENCY:	\$ 64,028.88	
				SUBTOTAL STORMWATER PROJECT:	\$ 704,317.68	

THE STATE OF TEXAS §
 § TAX ABATEMENT AND
COUNTY OF TARRANT § CHAPTER 380 AGREEMENT

THIS TAX ABATEMENT AND CHAPTER 380 AGREEMENT (“Agreement”) is executed by and between **NP ARLINGTON INDUSTRIAL, LLC**, duly authorized to do business in the State of Texas, acting by and through its authorized officer, (hereafter referred to as “**OWNER**”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “**CITY**”).

WITNESSETH:

- WHEREAS, CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s construction of two industrial and/or manufacturing buildings, collectively, comprising approximately 1,250,000 square feet of vertical construction and improvement (hereafter referred to as “Program”) will promote local economic development and stimulate business and commercial activity and job creation within the City of Arlington; and
- WHEREAS, the CITY has determined that the Program authorized by Resolution No. 17-229 will directly estimable a public purpose and that all transactions involving the use of public funds and resources in establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished; and
- WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Program provided herein; and
- WHEREAS, the City Council of CITY has resolved that the CITY may elect to participate in tax abatement; and
- WHEREAS, the City Council, in accordance with law, has adopted a Policy Statement for Tax Abatement; and
- WHEREAS, prior to executing this Agreement, the CITY has adopted a Policy Statement consistent with this Agreement; and
- WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY; and
- WHEREAS, the City Council passed Ordinance No. 17-044 establishing Reinvestment Zone Number Forty-Six in the City of Arlington, Texas, being a commercial-industrial reinvestment zone for tax abatement as authorized

by Texas Tax Code Chapters 311 and 312 (hereafter referred to as “the Code”); and

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined), and the other terms hereof are consistent with encouraging development within Reinvestment Zone Number Forty-Six, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

WHEREAS, the City Council finds that the terms of this Agreement meet applicable guidelines and criteria adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to this Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and Chapter 380 incentives; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant, and contract as set forth below:

I.
Definitions

- A. “Added Value” is defined as the taxable value of the Eligible Property, as determined by the Tarrant Appraisal District, above the Base Year Value.
- B. “Base Year Value” is defined as the tax year 2017 taxable value of the Premises, as of January 1, 2017, as finally determined by the Tarrant Appraisal District.
- C. “Eligible Property” is defined as the real property improvements specified in **Exhibit “A”**, erected on or affixed to the Premises. **Exhibit “A”** is attached hereto and incorporated herein for all purposes.
- D. “Premises” are defined as the real property, owned by OWNER, located entirely within Reinvestment Zone Number Forty-Six.
- E. “Reinvestment Zone Number Forty-Six” is defined as the real property described in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes. Such property was designated as Reinvestment Zone Number Forty-Six by City of Arlington Ordinance No. 17- 044, which is attached hereto as **Exhibit “C”**.

II.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Eligible Property is consistent with the purposes of encouraging development or redevelopment of Reinvestment Zone Number Forty-Six.

III.
Improvement Conditions and Requirements

- A. OWNER shall complete construction of the Eligible Property described in **Exhibit "A,"** demonstrated by obtaining a certificate of occupancy, on or before December 31, 2018.
- B. OWNER's completion of the Eligible Property described in **Exhibit "A"** must result in Added Value of at least Fifteen Million Dollars (\$15,000,000) no later than January 1, 2019.
- C. OWNER shall maintain on the Premises the Eligible Property for the term of this agreement.
- D. OWNER shall ensure that all Eligible Property conforms to applicable building codes, the Unified Development Code, and all other ordinances and regulations.
- E. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty.
- F. OWNER shall not fail to render for taxation any property located within the City of Arlington.
- G. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 132a(f), OWNER shall repay to the CITY the full amount of taxes abated under Section IV of this Agreement, plus 10% per annum from the date the abatement was made. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall not be liable for a

violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

IV. Abatement

If the Improvement Conditions and Requirements set forth in Section III are met, then CITY agrees to exempt from taxation 100% of the Added Value of the Eligible Property. The exemption shall be for a period of ten years, from the tax year beginning January 1, 2019, through and including the tax year beginning January 1, 2028.

V. Fee Waiver

CITY agrees to waive the following fees related to development and construction of the Eligible Property: building permit application fees, plan review fees, landscape plan review fee, plat application fees, early grading release fees, sign permit fees, fire permit and inspection fees, park fees, front footage fees, and impact fees.

VI. Grants

- A. If the Improvement Conditions and Requirements set forth in Section III are met, the CITY agrees to pay to OWNER four (4) grants totaling Six Million Dollars (\$6,000,000) paid out in equal payments as follows:
1. First Payment — An amount not to exceed One Million Dollars (\$1,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has secured a building permit for the portion of the Eligible Property identified as Building 1 in **Exhibit “A.”**
 2. Second Payment — An amount not to exceed One Million Dollars (\$1,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a building permit for the portion of the Eligible Property identified as Building 2 in **Exhibit “A.”**
 3. Third Payment — An amount not to exceed Two Million Dollars (\$2,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a certificate of occupancy for all the portion of the Eligible Property identified as Building 1 in **Exhibit “A.”**
 4. Fourth Payment — An amount not to exceed Two Million Dollars (\$2,000,000) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a certificate of occupancy for all the portion of the Eligible Property identified as Building 2 in **Exhibit “A.”**

- B. Under no circumstances shall the total amount of grant payments provided by the CITY to OWNER under this Section VI exceed Six Million Dollars (\$6,000,000).
- C. As of the Effective Date, the CITY has assigned Six Million Dollars (\$6,000,000) in the City of Arlington General Fund for the sole purpose of performing the CITY's obligations under this Agreement, which funds are held in the Innovation Venture Capital Fund for that purpose. Notwithstanding the foregoing, the payment to OWNER of any grants is subject to the OWNER's satisfaction of the Improvement Conditions and Requirements set forth in Section III and payment schedule provided for in Subsection VI.A.

VII.
Public Infrastructure

- A. CITY agrees to improve the public infrastructure serving the Premises by expending up to \$500,000 for the construction of drive approaches, sidewalks, curbs and gutters (hereinafter referred to as "Street and Sidewalk Project") depicted in the preliminary designs and budget attached hereto as **Exhibit "D."** OWNER shall fully design the Street and Sidewalk Project at its own expense. Upon completion of the design OWNER shall donate the completed design, along with all associated intellectual property rights, to the CITY. CITY will contract for construction of the Street and Sidewalk Project and cause such to be completed no later than fifteen (15) months after the completed design is donated to the CITY, subject to force majeure. Should the actual cost of constructing the Street and Sidewalk Project exceed \$500,000 OWNER shall provide CITY with funds to pay for all amounts in excess of \$500,000.
- B. CITY further agrees to improve the public infrastructure serving the Premises by expending up to \$1,500,000 for the construction of drainage improvements that improve the stormwater drainage system (hereinafter referred to as "Stormwater Project") depicted in the preliminary designs and budget attached hereto as **Exhibit "E."** Owner shall fully design the Stormwater Project at its own expense. Upon completion of the design OWNER shall donate the completed design, along with all associated intellectual property rights, to the CITY. CITY will contract for construction of the Stormwater Project and cause such to be completed no later than fifteen (15) months after the completed design is donated to the CITY, subject to force majeure. Should the actual cost of constructing the Stormwater Project exceed \$1,500,000 OWNER shall provide CITY with funds to pay for all amounts in excess of \$1,500,000.

VIII.
Reports, Audits and Inspections

- A. Annual Certification, TAD Application, and Reports - Pursuant to state law, OWNER shall certify annually that OWNER is in compliance with the terms of

this Agreement, and shall provide the reports and records reasonably necessary to support each year of this Agreement, as follows:

1. Annual Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of this Agreement, to be due annually not later than April 1. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by this Agreement.
 2. TAD Application -- OWNER shall submit a completed application for Property Tax Abatement Exemption to the Tarrant Appraisal District (hereinafter "TAD") by the statutory deadline of April 30 in each year that OWNER intends to claim the abatement exemption, with no expectation of prompting or reminding from the TAD or CITY. The application for Property Tax Abatement Exemption must be obtained by OWNER from the Forms section of the TAD's website at <http://www.TAD.org>.
 3. Additional Records -- Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, CITY and TAD shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.
- D. Protest - This agreement shall not be construed to prohibit OWNER's protest or contest of any or all appraisals or assessments of any property on the Premises. The amount of the abatement provided for in this Agreement shall be based upon the taxes as finally determined by TAD to be due after such protests or contests are finally determined.

IX.
Use of Premises

The Premises at all times shall be used in a manner that is consistent with federal, state, and local law, including the CITY's Unified Development Code, and consistent with the general purpose of encouraging development within Reinvestment Zone Number Forty-Six.

X.
Default and Recapture

- A. **Default** - A default by OWNER of this Agreement may result in termination or modification of this Agreement and recapture by CITY of taxes which otherwise would have been paid, since the execution of this Agreement, to CITY without the benefit of the Abatement. Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas. The following conditions shall constitute a default by OWNER of this Agreement:
1. OWNER fails to meet any of the Conditions and Requirements specified in Section III.
 2. OWNER fails to provide the certification, application, or reports required under Section VIII.
 3. OWNER's use of the Premises violates local, state, or federal law.
 4. Cross-Defaults: Any event that constitutes a default by the OWNER under the Chapter 380 Program Agreement for Economic Development Incentives between the CITY and General Motors LLC shall constitute an event of default of OWNER under this Agreement.
- B. **Notice of Default** - In the event that CITY makes a reasonable determination that OWNER is in default of this Agreement, CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by CITY and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section XII of this Agreement.
- C. **Recapture** – From the Effective Date of this Agreement until the end of the fifth (5th) year of the abatement provided for in this Agreement, should OWNER fail to cure a default of this Agreement during the cure period provided for in Section X.B., CITY may terminate this Agreement and recapture all taxes abated, grants paid, and fees waived under this Agreement up to the time of default. During years six (6) through 10 of the abatement provided for in this Agreement, should

OWNER fail to cure a default of this Agreement during the cure period provided for in Section X.B., CITY may terminate this Agreement and recapture taxes abated for the calendar year during which the uncured default occurred. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes, grants, and/or waived fees and to demand payment of such. Taxes, grants, and/or fees shall become due 60 days following receipt of such demand. The right of CITY to require recapture and demand payment of abated taxes and waived fees, and the obligation of OWNER to pay such, shall survive termination of this agreement. The City Attorney has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue payment of abated taxes and waived fees pursuant to this Agreement.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties, and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

XI.

Effect of Sale or Lease of Property

The abatement and fee waiver granted by this Agreement shall not be assignable to any new owner of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the Arlington City Council.

XII.

Notice

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

OWNER: NP Arlington Industrial, LLC
Attention: Chad Meyer
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150

CITY: City of Arlington
City Manager's Office
Attention: Economic Development Manager
MS 01-0300
P.O. Box 90231
Arlington, Texas 76004-3231

With Copy to:
City Attorney
MS 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

XIII.
City Council Authorization

This Agreement was authorized by resolution of the Arlington City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XIV.
Severability

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XV.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

XVI.
OWNER's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of

the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XVII.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XVIII.
Indemnification

OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S DEFAULT OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH OWNER AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

XIX.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, or other casualty of a similar nature.

XX.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XXI.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Tarrant County, Texas.

XXII.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality, and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor, or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

XXIII.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIV.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator, or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

XXV.
Counterparts

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XXVI.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or OWNER or both; and (2) the terms of this agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XXVII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

XXVIII.
Survival of Obligations

All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

XXIX.
Termination


This Agreement shall terminate in accordance with the terms of this Agreement unless extended by written agreement of the parties or a written instrument signed by all

parties evidencing a delay by force majeure. However, in no event shall the abatement exceed ten (10) years.

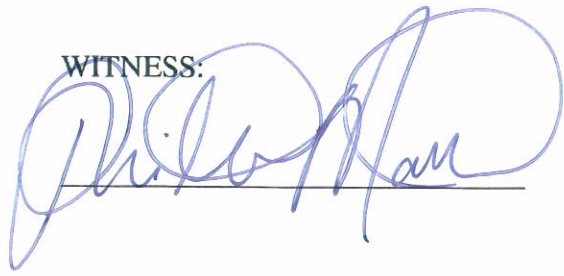
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

NP ARLINGTON INDUSTRIAL, LLC

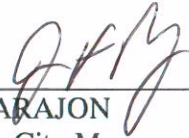
By: NorthPoint Development, LLC, a Missouri limited liability company, its Manager

BY 
Signature
Chad Meyer Manager
Typed or Printed Title
Date August 9, 2017

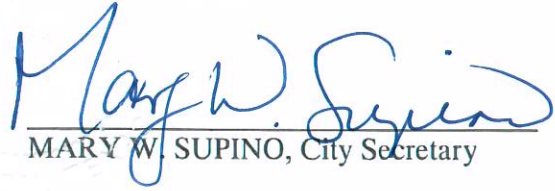
WITNESS:



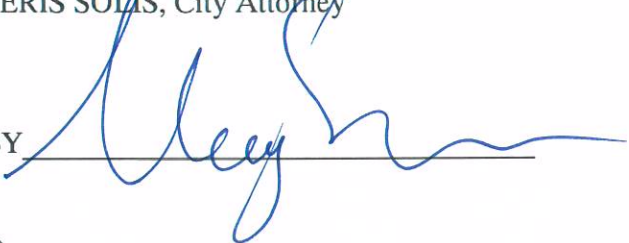
CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager
Date 8.29.17

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF Missouri §
§
COUNTY OF Platte §

NP ARLINGTON INDUSTRIAL, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Missouri, on this day personally appeared Chad Meyer, known to me or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **NP ARLINGTON INDUSTRIAL, LLC**, and as the manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9 day of August, 2017.



My Commission Expires _____

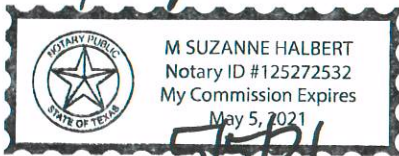
Notary Public in and for
The State of Missouri
Kristen Johnson
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as a **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of August, 2017.



My Commission Expires _____

Notary Public in and for
The State of Texas
M. SUZANNE HALBERT
Notary's Printed Name

Exhibit "A"

ELIGIBLE PROPERTY

Construction of two new industrial and/or manufacturing buildings, collectively comprising approximately 1,250,000 square feet of vertical construction and improvement on a site located at the northeast corner of State Highway 360 and East Division Street, with the approximate address of 2919 East Division Street.

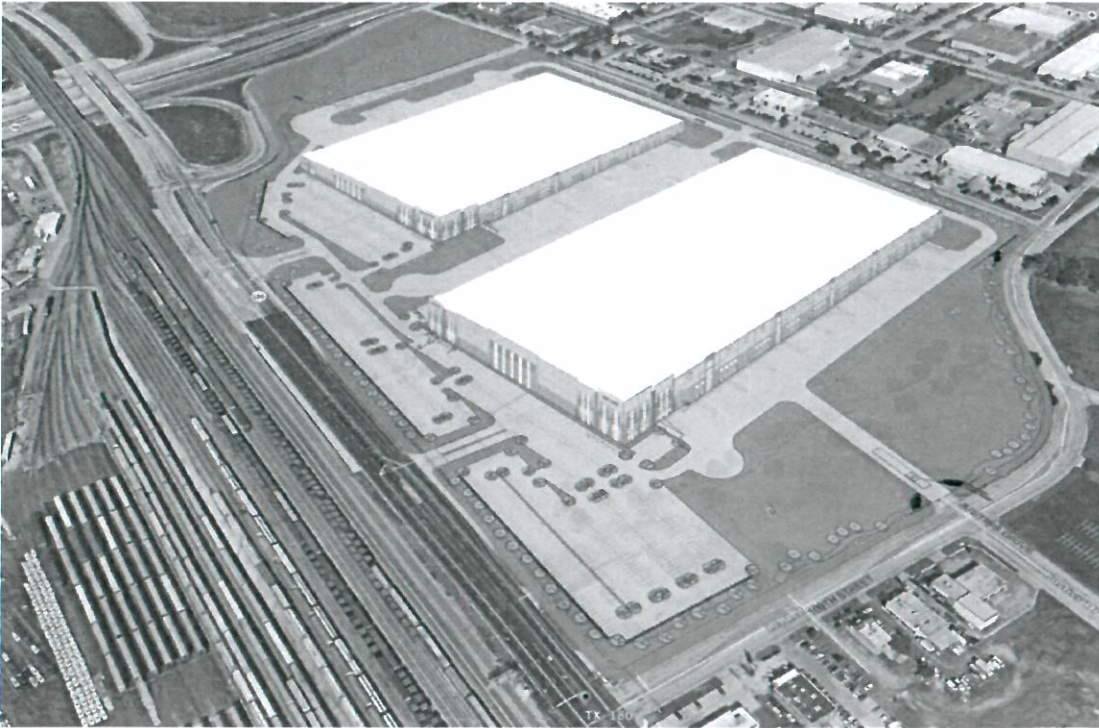


Exhibit "B"

PREMISES DESCRIPTION

Being a 80.531 acre tract of land situated in the John M Moss Survey, Abstract No.1349, Tarrant County, Texas, , and being a portion of Site 9RB, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 3-6, A&B, Plat Records, Tarrant County, Texas, and all of Site 9RA1, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 239, Plat Records, Tarrant County, Texas, and all of Site 9RC2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 9993, Plat Records, Tarrant County, Texas, and all of Site 9RD2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, 8585, Plat Records, Tarrant County, Texas, and all of Site 9RA2R, and Site 9RC1R1 Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D213253917, County Clerk Records, Tarrant County, Texas, and all of Sites 9RD1R1, 9RD1R2, 9RD1R3, 9RD1R4, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D214279289, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217043025, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R3, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217046511, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the most southerly point of a corner-clip at the intersection of the existing south right-of-way line of Galleria Drive (having a 60' R.O.W.), and the existing west right-of-way line of 109th Street (having a 100' R.O.W.);

THENCE South 00°33'38" East, along said existing west right-of-way line, a distance of 27.71 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 623.38 feet and a central angle of 40°34'16" and a long chord which bears South 20°52'39" East, 432.25 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the left an arc distance of 441.41 feet to a set 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap for corner;

THENCE South 41°07'53" East, continuing along said existing west right-of-way line, a distance of 241.14 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 351.52 feet and a central angle of 52°16'55" and a long chord which bears South 14°05'29" East, 309.75 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the right an arc distance of 320.76 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE South $12^{\circ}02'27''$ West, continuing along said existing west right-of-way line, a distance of 938.13 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the intersection of said 109th Street and the existing north right-of-way line of East Division Street (having a variable width R.O.W.);

THENCE North $78^{\circ}12'36''$ West, leaving said existing west right-of-way line, and along the existing north line of said East Division Street, a distance of 1414.20 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North $73^{\circ}57'51''$ West, continuing along said existing north right-of-way line, a distance of 122.22 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being in the existing east right-of-way line of North Watson Road (having a variable width R.O.W.);

THENCE North $49^{\circ}21'02''$ West, leaving said existing north right-of-way line, and along said existing east right-of-way line, a distance of 379.77 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the left having a radius of 240.00 feet and a central angle of $61^{\circ}12'24''$ and a long chord which bears North $34^{\circ}33'26''$ West, 244.36 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the left an arc distance of 256.38 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North $65^{\circ}09'38''$ West, continuing along said existing east right-of-way line, a distance of 147.87 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 1145.17 feet and a central angle of $27^{\circ}27'13''$ and a long chord which bears North $24^{\circ}16'56''$ West, 543.48 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the right an arc distance of 548.71 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North $10^{\circ}38'27''$ West, continuing along said existing east right-of-way line, a distance of 504.52 feet to a found 1/2 inch iron rod for corner, said point being the intersection of the existing east right-of-way line of said North Watson Road and the existing south right-of-way line of said Galleria Drive;

THENCE North $89^{\circ}26'22''$ East, leaving said existing east right-of-way line, and along said existing south right-of-way line, a distance of 2171.73 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the most northerly point of a corner-clip at the intersection of said existing Galleria Drive and said existing 109th Street;

THENCE South 45°33'38" East, leaving said existing south right-of-way line, and along said corner-clip, a distance of 21.21 feet to the POINT OF BEGINNING and CONTAINING 3,507,965 square feet, 80.531 acres of land, more or less.

Exhibit "C"

**Ordinance 17-044
creating
Reinvestment Zone Forty-Six**

Ordinance No. 17-044

An ordinance superseding Ordinance No. 17-033 and establishing Reinvestment Zone Number Forty-Six; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; declaring an emergency and becoming effective ten days after first publication

- WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and
- WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; and
- WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and
- WHEREAS, on April 25, 2017, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Six; and
- WHEREAS, on May 23, 2017, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Forty-Six, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and
- WHEREAS, on June 13, 2017, City council approved on second reading Ordinance No. 17-033 establishing Reinvestment Zone Number Forty-Six; and
- WHEREAS, thereafter, City staff determined that the statutory requirement of written notice to all taxing jurisdictions was overlooked and recommended superseding Ordinance No. 17-033 in the consideration of establishing Reinvestment Zone Number Forty-Six; and
- WHEREAS, all taxing jurisdictions having been noticed per the requirements of state law, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the

property described in Exhibit "A" as Reinvestment Zone Number Forty-Six, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

2.

That Ordinance No. 17-033 is superseded in its entirety by this ordinance.

3.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Forty-Six has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone Number Forty-Six should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and
- C. That the improvements sought to be made in Reinvestment Zone Number Forty-Six are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Forty-Six is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

4.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Six for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Forty-Six of the City of Arlington, Texas.

5.

The designation of Reinvestment Zone Number Forty-Six of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

6.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; 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.

7.

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.

8.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

9.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

10.

This is an ordinance for the immediate preservation of the public peace, property, health and safety, and is an emergency measure within the meaning of Article VII, Sections 11 and 12, of the City Charter; and the City Council, by the affirmative vote of all of its members present and voting, hereby declares that this ordinance is an emergency measure, and the requirement that it be read at two (2) meetings, as specified in Section 11, is hereby waived.

11.

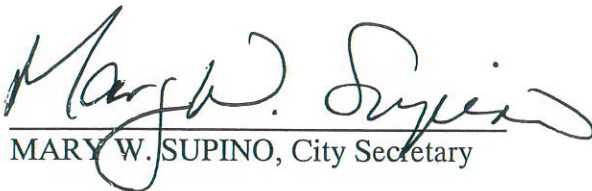
This ordinance shall become effective from and after its passage and publication as provided by law.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 22nd day of August, 2017, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

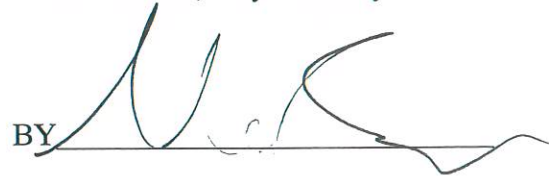
BY 

Exhibit "A"

PROPERTY DESCRIPTION

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the intersection of said existing Galleria Drive and said existing 109th Street;

THENCE South $45^{\circ}33'38''$ East, leaving said existing south right-of-way line, and along said corner-clip, a distance of 21.21 feet to the POINT OF BEGINNING and CONTAINING 3,507,965 square feet, 80.531 acres of land, more or less.

Exhibit "B"

MAP OF SUBJECT PROPERTY

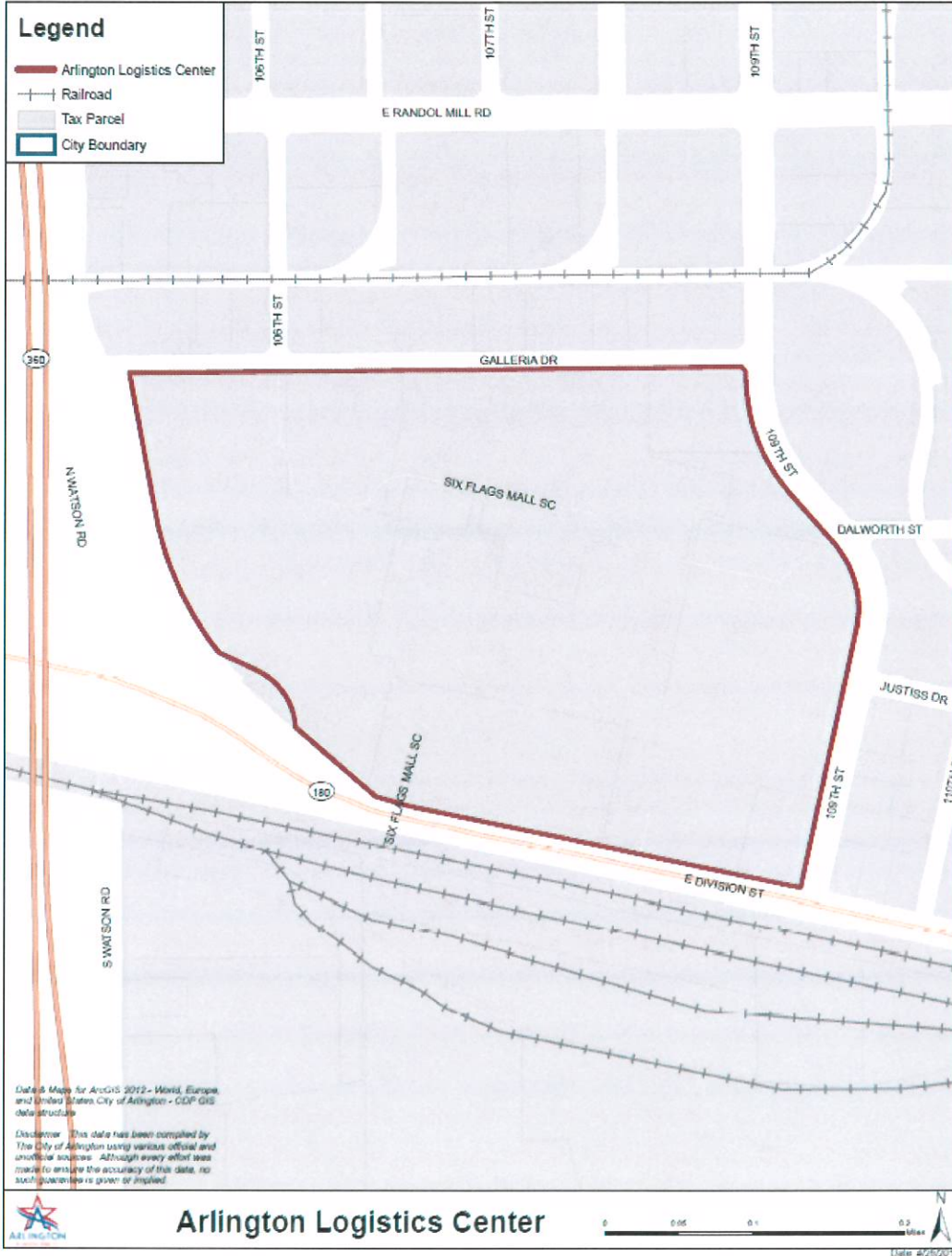
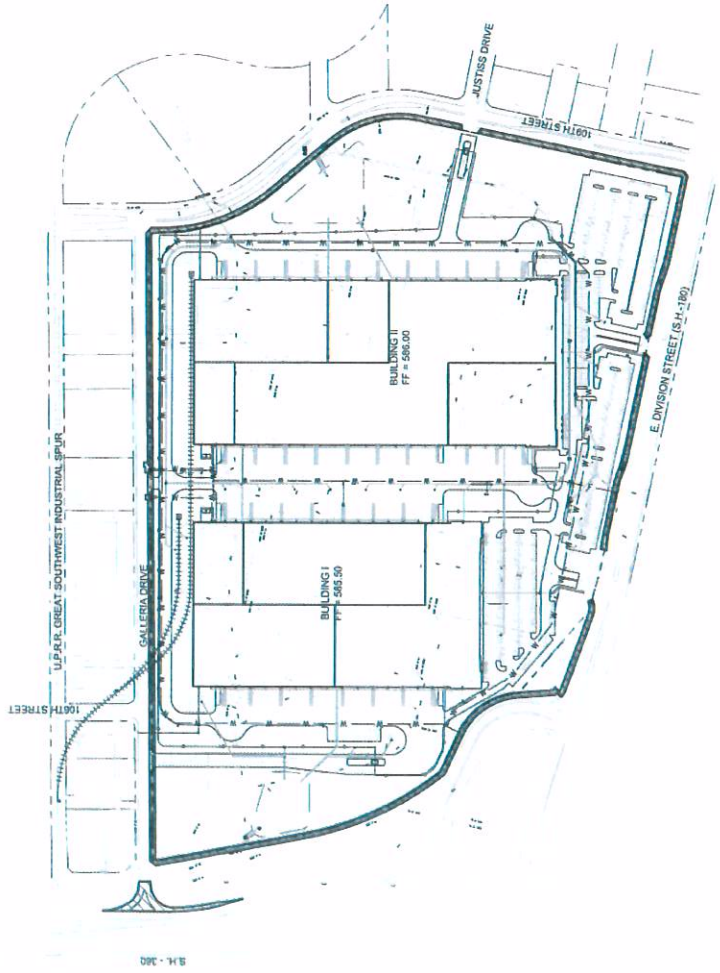


Exhibit "D"

STREET AND SIDEWALK PROJECT

CAUTION
 EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THIS PROJECT ARE SHOWN FOR INFORMATION ONLY. THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL UTILITIES AND UNDERGROUND FACILITIES FROM DAMAGE TO UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND
 PRELIMINARY WITH PUBLIC INFRASTRUCTURE



PRELIMINARY - FOR REVIEW ONLY
 These documents are for review only and are not to be used for construction. All information is preliminary and subject to change without notice. No warranty is made by the engineer for any use of these documents for any purpose other than that intended. The engineer shall not be responsible for any damage to property or persons resulting from the use of these documents for any purpose other than that intended. The engineer shall not be responsible for any damage to property or persons resulting from the use of these documents for any purpose other than that intended. The engineer shall not be responsible for any damage to property or persons resulting from the use of these documents for any purpose other than that intended.



EXHIBIT D: STREET AND SIDEWALK PROJECT
 LOT 1R, BLOCK 1
 ARLINGTON LOGISTICS CENTER
 ARLINGTON, TEXAS

 Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 1000 WEST 11TH STREET, SUITE 200
 ARLINGTON, TEXAS 76010
 DRAWN BY: GJM
 PROJECT NO: 2118.1001
 SHEET 1 OF 1

STREET AND SIDEWALK PROJECT
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
ARLINGTON LOGISTICS CENTER
June 6, 2017

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	BID ITEM NO.
100	FULL DEPTH SAWCUT & REMOVE PVMT	457	SY	\$ 7.00	\$ 3,199.00	100
101	DRIVE APPROACH REMOVAL	718	SY	\$ 14.25	\$ 10,231.50	101
102	SAWCUT & REMOVE CURB & GUTTER	631	LF	\$ 5.75	\$ 3,628.25	102
103	CONST. CONC. CURB & GUTTER	745	LF	\$ 24.00	\$ 17,880.00	103
104	CONST. CONC. SIDEWALK (4")	4832	SY	\$ 42.00	\$ 202,944.00	104
105	CONST. DRIVE APPROACH (10")	665	SY	\$ 70.00	\$ 46,550.00	105
106	CONST. BFR	9	EA	\$ 1,000.00	\$ 9,000.00	106
107	CONST. CONC. HEADER	82	LF	\$ 7.25	\$ 594.50	107
108	8" RECYCLED CONC./ASPHALT SUBGRADE	1282	SY	\$ 10.00	\$ 12,820.00	108
109	10" REINFORCED CONC. PAVEMENT	1088	SY	\$ 70.00	\$ 76,160.00	109
110	BRICK PAVERS	288	SY	\$ 80.00	\$ 23,040.00	110
					\$ 406,047.25	
				10% CONTINGENCY:	\$ 40,604.73	
				SUBTOTAL STREET AND SIDEWALK PROJECT:	\$ 446,651.98	

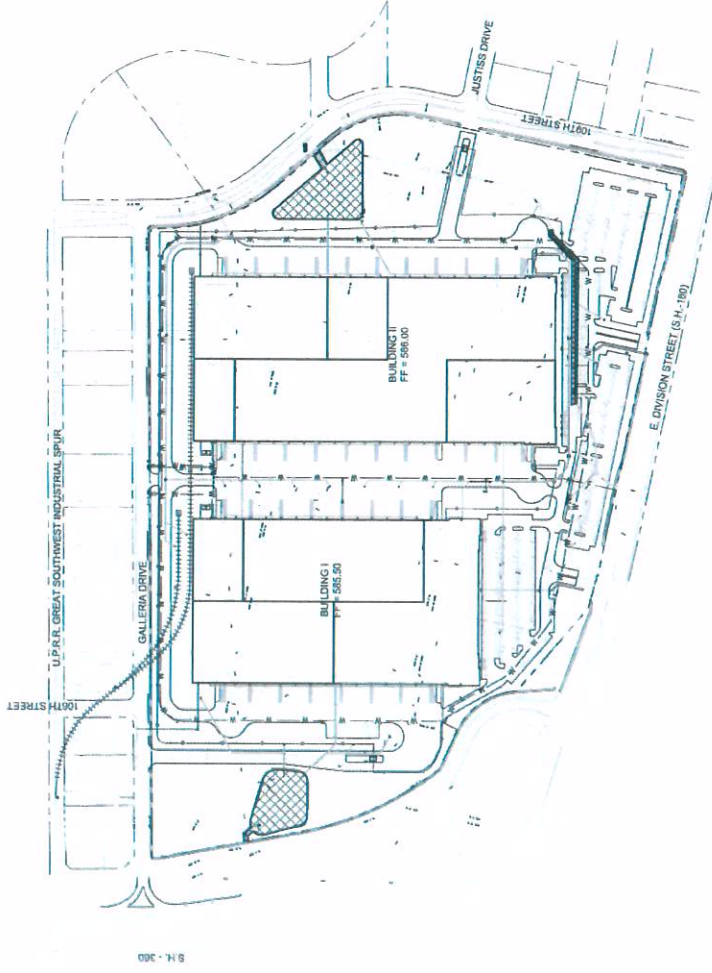
Exhibit “E”

STORMWATER PROJECT

CAUTION
 EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE RECORDS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL UTILITIES AND UNDERGROUND FACILITIES FROM DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND
 DRENCH WITHIN PUBLIC INFRASTRUCTURE

PRELIMINARY - FOR REVIEW ONLY
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GRAPHIC SCALE
 1" = 200'
 0 200 400



EXHIBIT E. STORMWATER PROJECT

LOT 1R, BLOCK 1
 ARLINGTON LOGISTICS CENTER
 ARLINGTON, TEXAS



Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 1000 WEST 11TH STREET, SUITE 200
 ARLINGTON, TEXAS 76010

DESIGNED BY: DAK	PROJECT NO: 279A.103H	SHEET: 1 OF 1	SHEET: 1
DATE: 04/20/17			

STORMWATER PROJECT
PRELIMINARY OPINION OF PROBABLE STORM CONSTRUCTION COSTS
ARLINGTON LOGISTICS CENTER
 June 6, 2017

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	BID ITEM NO.
200	DETENTION POND EXCAVATION	8807	CY	\$ 8.40	\$ 73,978.80	200
201	CUT & PLUG EXISTING RCP	8	EA	\$ 175.00	\$ 1,400.00	201
202	CONNECT TO EXISTING RCP	5	EA	\$ 1,000.00	\$ 5,000.00	202
203	REPAIR 84" RCP AT 18" WYE	2	EA	\$ 100.00	\$ 200.00	203
204	FLEXAMAT	145	SY	\$ 8.00	\$ 1,160.00	204
205	30" RCP	11	LF	\$ 66.00	\$ 726.00	205
206	54" RCP	47	LF	\$ 160.00	\$ 7,520.00	206
207	66" RCP	304	LF	\$ 200.00	\$ 60,800.00	207
208	6' X 3' RCB	52	LF	\$ 324.00	\$ 16,848.00	208
209	4' X 2' RCB	76	LF	\$ 206.00	\$ 15,656.00	209
210	84" RCP	596	LF	\$ 625.00	\$ 372,500.00	210
211	TYPE PW-1 HEADWALL	1	EA	\$ 2,000.00	\$ 2,000.00	211
212	7' X 7' JUNCTION BOX	1	EA	\$ 9,000.00	\$ 9,000.00	212
213	8' X 5' JUNCTION BOX	1	EA	\$ 10,000.00	\$ 10,000.00	213
214	8' X 8' JUNCTION BOX	1	EA	\$ 13,500.00	\$ 13,500.00	214
215	WEIR STRUCTURES	2	EA	\$ 25,000.00	\$ 50,000.00	215
					\$ 640,288.80	
				10% CONTINGENCY:	\$ 64,028.88	
				SUBTOTAL STORMWATER PROJECT:	\$ 704,317.68	

Resolution No. 21-038

A resolution approving the assignment of all the rights and obligations accruing to NP Arlington Industrial, LLC under that certain Tax Abatement and Chapter 380 Agreement by and between NP Arlington Industrial, LLC, and the City of Arlington, Texas, to General Motors LLC

WHEREAS, on August 24, 2017, the City entered into a Tax Abatement and Chapter 380 Agreement with NP Arlington Industrial, LLC (hereinafter "Agreement") relative to the development of two industrial and/or manufacturing buildings on property located at 2919 East Division Street, Arlington, Texas, (hereinafter "Property,") such Agreement was duly authorized by City Council Resolution No. 17-229; and

WHEREAS, General Motors LLC purchased the Property and took fee simple title from NP Arlington Industrial, LLC, effective December 22, 2020, and have entered into an Assignment of Intangibles assigning all rights and obligations under the Agreement to General Motors LLC; and

WHEREAS, the City desires to consent to said assignment of the Agreement; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Council hereby consents to the assignment of the Agreement from NP Arlington Industrial, LLC to General Motors LLC for all purposes and in accordance with the terms of the Agreement.

III.

That the City Manager or his designee is hereby authorized to execute a Consent to Assignment of Agreement establishing the conditions of the City's approval of the assignment of the Agreement. A substantial copy of the Consent to Assignment of Agreement is attached.

IV.

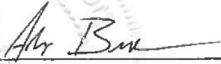
In approving assignment of the referenced Agreement, the City of Arlington, Texas, through its City Council, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

PRESENTED AND PASSED on this the 9th day of February, 2021, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 



THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

**CONSENT TO ASSIGNMENT
OF AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF AGREEMENT (hereinafter "Consent") is made and entered into on this the 22nd day of December, 2020, by and between **GENERAL MOTORS LLC**, a Delaware limited liability company (hereinafter "ASSIGNEE"), **NP ARLINGTON INDUSTRIAL**, a Missouri limited liability company (hereinafter "ASSIGNOR"), and the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, on August 24, 2017, CITY entered into a Tax Abatement and Chapter 380 Agreement with ASSIGNOR (hereinafter "Agreement") relative to the development of two industrial and/or manufacturing buildings on property located at 2919 East Division Street, Arlington, Texas, (hereinafter "Property," such Agreement was duly authorized by City Council Resolution No. 17-229; and

WHEREAS, ASSIGNEE purchased the Property and took fee simple title from ASSIGNOR, effective December 22, 2020, and have entered into an Assignment of Intangibles assigning all rights and obligations under the Agreement to ASSIGNEE; and

WHEREAS, CITY desires to consent to said assignment of the Agreement; NOW, THEREFORE,

1. **Preamble.** All matters stated in the preamble of this Consent are found to be true and correct and are hereby incorporated within the body of this Consent as if copied herein in their entirety.
2. **Consent to Assignment.** By signing below, CITY consents to the assignment of the Agreement from ASSIGNOR to ASSIGNEE for all purposes and in accordance with the terms of the Agreement.
3. **Binding Effect, Governing Law.** Except as modified hereby, the Agreement shall remain in full effect and this Consent shall be binding upon CITY and ASSIGNEE, as OWNER, and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Consent and the terms of

the Agreement, the terms of this Consent shall prevail. This Consent shall be governed by the laws of the State of Texas.

4. **Entire Agreement.** This Consent, together with the Agreement, embodies the entire agreement and understanding between ASSIGNEE, as OWNER, and CITY regarding the tax abatement, fee waivers and grants for the Eligible Property. Any and all prior or contemporaneous oral or written representations, agreements, understandings, or statements other than those set forth in the Agreement and this Consent are of no force and effect.
5. **Headings.** The headings appearing in this Consent are for the purpose of easy reference only and cannot be considered a part of this Consent or in any way to modify, amend, or affect the provisions of this Consent or the Agreement.
6. **Severability.** If any term or provision of this Consent is found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Consent cannot be affected thereby, and each term of this Consent will be valid and enforceable to the fullest extent permitted by law.
7. **Estoppel.** ASSIGNOR and CITY represent and warrant that (i) the tax abatement and the Agreement are in full force and effect and free of any default by any party as of the date of this Consent and there is no event that with the passage of time or notice would constitute a default under the Agreement or tax abatement by any party; (ii) all obligations of ASSIGNOR under Article III of the Agreement and ASSIGNOR and CITY under Article VII of the Agreement have been fully met and satisfied on or before the date of this Consent; (iii) CITY'S obligation under the Agreement to exempt from taxation 100% of the Added Value (as defined in the Agreement) of the Eligible Property (also as defined in the Agreement) commenced in the tax year beginning January 1, 2019, and will continue for 10 years through and including the tax year beginning January 1, 2028; (iv) there are no claims against ASSIGNOR or rights of recapture in favor of CITY as of the date of this Agreement; and (v) the Agreement has not been modified or amended except as set forth in this Consent.
8. **Fifth Third Bank.** Assignor represents and warrants that Fifth Third Bank has no rights, collaterally or otherwise, in the Property, the Agreement and/or the tax abatement.

[Signatures appear on the following page]

Executed on the date first written above.

GENERAL MOTORS LLC

Execution Recommended
Real Estate
By: Steve Kim

BY Debra H. Hoge
Signature
Debra Homic Hoge
Global Director
Real Estate
Typed or Printed Name
Typed or Printed Title
Date

WITNESS:

Matthew G. Rentenbach
Matthew G. Rentenbach

THE STATE OF Michigan §
COUNTY OF Wayne §

GENERAL MOTORS LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan, on this day personally appeared Debra H. Hoge, who is known to me or who was proved to me N/A - KNOWN (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **GENERAL MOTORS LLC**, an entity doing business in the State of Texas, and as the Director thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of January, 2021, ~~2020.~~

[Seal]

Kathleen M. Rentenbach
Notary Public, State of _____

Notary's Printed Name

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2021
ACTING IN COUNTY OF Wayne



NP ARLINGTON INDUSTRIAL, LLC, by its manager, Redwood Industrial Real Estate Holdings, LLC

BY *David Watson*
Signature

David Watson
Typed or Printed Name

Manager
Typed or Printed Title

January 11, 2021
Date

WITNESS:

[Signature]

THE STATE OF MARYLAND §
 §
COUNTY OF Anne Arundel §

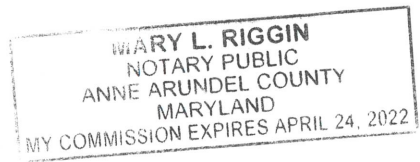
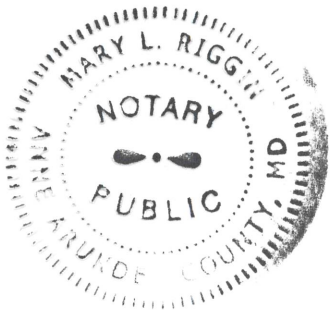
NP ARLINGTON INDUSTRIAL, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Maryland, on this day personally appeared David Watson, who is known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **NP ARLINGTON INDUSTRIAL, LLC**, an entity doing business in the State of Texas, and as the manager of its Manager, Redwood Industrial Real Estate Holdings, LLC thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of January, 2021.

[Seal]

Mary L. Riggan
Notary Public, State of Maryland
Mary L. Riggan
Notary's Printed Name



CITY OF ARLINGTON, TEXAS



ATTEST:

for- Marsha Garcia
ALEX BUSKEN, City Secretary

BY *[Signature]*
Jim Parajon
Deputy City Manager

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY *[Signature]*

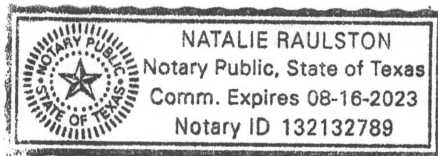
THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jim Parajon**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the **CITY OF ARLINGTON, TEXAS**, a Texas municipal corporation, and as **Deputy City Manager** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of March, 2020- ~~2021~~.

[Seal]



Natalie Raulston
Notary Public, State of Texas
Natalie Raulston
Notary's Printed Name