

## Front Street / Nehemiah

**Location:** Front Street and Oak Street (various properties in the downtown area, west of Center St)

**Property Owner:** The Nehemiah Company

835 E Lamar Blvd #175

Arlington TX 76011

### About the Project

The Nehemiah, LLC is planning to redevelop an area of downtown Arlington located north of Front Street and east of West Street through construction of a mixed-use development that would include a minimum of 150 units of multifamily housing, a minimum of 14,500 square feet of commercial space to include office, retail, restaurant, and personal services, as well as a minimum 320 space parking garage of which at least 160 spaces would be dedicated for public parking. The 380 Agreement provides the Developer with funds to offset the costs of acquiring, completing environmental remediation, and demolishing structures located at 211 W. Front Street, 217 W. Front Street, 204 N. Oak Street, 207 N. Oak Street, and 209 N. Oak Street ("Property"). The Agreement obligates the Developer to complete the environmental remediation and demolition no later than 12 months after closing on the Property or 18 months after the effective date of the Agreement, whichever occurs first. The Developer is also obligated to submit final plans and scope of the mixed-use development to the City for approval. The grant provides for \$1,175,000 for the acquisition costs and up to \$430,000 for appraisals, surveys, and demolition costs. If the Developer does not commence construction of the mixed-use development within a certain amount of time after closing then the Developer is obligated to give the Property, at no cost, to the City.

### Goals of the Project

Assemble properties to be redeveloped into mixed use development in downtown.

### Current Status

Owner is in the process of acquiring properties.

### Benefit to City

Redevelop an area of downtown that is currently underutilized, which may spur additional redevelopment in other key areas of downtown. This project would significantly increase property tax and sales tax revenues, provide additional parking, provide housing, and create more capacity for a walkable downtown live/work/play area.

<b>Year Approved by Council</b>	2021
<b>Base Year</b>	n/a
<b>Beginning Year</b>	2024
<b>Ending Year</b>	2028
<b>Duration</b>	5 years
<b>Base Year Value</b>	n/a
<b>Property Tax Account Number(s)</b>	00057983 211 W. Front Street
	00057991 217 W. Front Street
	00058793 204 N. Oak Street
	00057932 207 N. Oak Street
	00057940 209 N. Oak Street
<b>Total Incentives Allowed</b>	\$ 1,605,000
<b>Total Estimated Investment by Company*</b>	\$ 2,000,000
<b>Total Funds Distributed to Company To Date</b>	\$ 1,175,000

**Criteria Evaluated** Complete a Phase 1 and Phase 2 environmental site assessment for the properties and comply with reasonable recommendations, and close title on each parcel, and complete asbestos remediation and demolition and/or removal of the existing structures located at the addresses within 12 months after closing or 18 months from the effective date of the agreement

Submit to City the plans for development on the premises, and City tracts if applicable, and any applications for additional incentives for the development within 24 months after closing, and commence construction within 36 months after closing

Pay the ad valorem taxes for the properties on time, and render any business personal property associated with the properties, if applicable

Do not employ undocumented workers

**Incentives Allowed** City grants \$1,175,000 for acquisition costs, paid 60 days prior to closing date  
City grants \$430,000 for appraisals, surveying, and other expenses incurred upon acquiring the properties or conducting demolition

Should the development require inclusion of all or a portion of the City tracts in the project area, then the City agrees to negotiate in good faith the transfer of such property to the developer for its timely incorporation into the development

THE STATE OF TEXAS    §    **CHAPTER 380 PROGRAM AGREEMENT**  
                                  §    **FOR ECONOMIC DEVELOPMENT**  
COUNTY OF TARRANT   §    **INCENTIVES**

This AGREEMENT (the "AGREEMENT") is executed on March 30th, 2022, (hereafter referred to as "Effective Date") by and between the **CITY OF ARLINGTON**, a municipal corporation of Tarrant County, Texas, (hereinafter called "CITY"), and **THE NEHEMIAH, LLC.**, a Texas limited liability corporation, (hereinafter called "DEVELOPER"). CITY and DEVELOPER may be referred to jointly herein as the "Parties" and individually as a "Party."

WITNESSETH:

- WHEREAS, DEVELOPER is in active negotiations to control certain PREMISES defined below in Downtown Arlington, Texas, which are currently underdeveloped; and
- WHEREAS, the PREMISES are located within Tax Increment Reinvestment Zone Number One ("TIRZ 1"); and
- WHEREAS, DEVELOPER desires to demolish and/or remove the existing structures and construct a mixed-use project on the PREMISES; and
- WHEREAS, CITY has found that providing a program consisting of a grant of funds to DEVELOPER in exchange for DEVELOPER's completion of the project proposed by DEVELOPER will promote local economic development and stimulate business and commercial activity and create jobs within the CITY (hereafter referred to as "PROGRAM"); and
- WHEREAS, 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 controls likely to ensure that public purpose is accomplished; and
- WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; NOW THEREFORE,

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

**Section 1.    Definitions.**

- 1.1**    PREMISES means the property located at the following street addresses all located in Arlington, Texas, 76011 more fully described by metes and bounds in **Exhibit "A"**.

1. 211 W Front Street
2. 217 W Front Street
3. 204 N Oak Street
4. 207 N Oak Street
5. 209 N Oak Street

**1.2** DEMOLITION means the demolition and/or removal of all existing structures on the land described in subsection 1.1.

**1.3** DEVELOPMENT means the construction of a mixed-use development, which plans and scope must be approved by the CITY, containing a minimum of 150 units of multi-family housing, a minimum of 14,500 square feet of commercial space including office, retail, food and beverage and/or personal services and a multi-level parking garage with a minimum of 320 spaces of which at least 160 are dedicated to public use, as well as the redevelopment of the Knapp Heritage Park. The DEVELOPMENT shall be not less than 5 stories in height.

**1.4** CITY TRACTS means the property owned by the CITY and consisting of 201 N West Street, 309 W Front Street, 200 N Oak Street and Alley #1 and Alley #2 as shown on **Exhibit "B"**.

**Section 2. Term.**

This AGREEMENT shall be effective as of the Effective Date. This AGREEMENT will terminate on the date all obligations under this AGREEMENT have been fulfilled unless earlier terminated.

**Section 3. DEVELOPER's Requirements.**

**3.1** In consideration of the CITY entering into this AGREEMENT providing for the payment of funds constituting a Grant to DEVELOPER under the terms and conditions set forth herein, DEVELOPER agrees to:

- a. Complete a Phase 1 and Phase 2 Environmental Site Assessment for the PREMISES and comply with any reasonable recommendations, and close title on each parcel described in section 1.1 and complete asbestos remediation and demolition and/or removal of the existing structures located at the addresses listed in section 1.1 within the earlier of twelve (12) months after closing or eighteen (18) months from the Effective Date of this AGREEMENT.
- b. DEVELOPER shall submit to the CITY plans for the DEVELOPMENT on the PREMISES and CITY TRACTS, if applicable, and any related applications for additional incentives for the DEVELOPMENT within

twenty-four (24) months after closing on the properties and shall commence construction of the DEVELOPMENT within thirty-six (36) months after closing.

- c. During the term of this AGREEMENT, DEVELOPER shall not allow the ad valorem taxes owed to CITY on the PREMISES, the DEVELOPMENT or any property owned by DEVELOPER and located within the City of Arlington to become delinquent beyond the date when due, as such date may be extended to allow for any protest of valuation or appeal. Nor shall DEVELOPER fail to render for taxation any property subject to rendition that is owned by DEVELOPER and located within the City of Arlington.
- d. DEVELOPER covenants and certifies that DEVELOPER 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 2265.052 of the Texas Government Code, if DEVELOPER is convicted of a violation under 8 U.S.D. Section 1324a(f), DEVELOPER shall repay to the CITY the grant provided in Section 4 of this AGREEMENT, plus 10% per annum from the date the reimbursement was made. Repayment shall be paid within 120 days after the date DEVELOPER is convicted of a violation under 8 U.S.D. Section 1324a(f).

**Section 4. Grant by CITY.**

In exchange for DEVELOPER'S compliance with all terms and provisions of this AGREEMENT, CITY hereby agrees, as an incentive, to make a grant to DEVELOPER in an amount equal to \$1,175,000 for acquisition costs, paid out to DEVELOPER sixty (60) days prior to closing upon DEVELOPER given notice to CITY that all obligations to close under the purchase agreements have been satisfied and a closing date has been set. CITY also agrees to reimburse DEVELOPER for expenses incurred, up to \$430,000, for appraisals, surveying and any other expense incurred acquiring the PREMISE or conducting DEMOLITION. Reimbursement shall be made within (30) days of DEVELOPER providing CITY with substantiation of expenses incurred.

**Section 5. City Tracts.**

Should the DEVELOPMENT, which plan and scope must be approved by the CITY, require inclusion of all or a portion of the CITY TRACTS then the CITY agrees to negotiate in good faith the transfer of such property to the DEVELOPER for its timely incorporation into the DEVELOPMENT.

**Section 6. Indemnification.**

**DEVELOPER does hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY, and all of their officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent act of DEVELOPER, its officers, agents, or employees arising out of or in connection with the performance of this AGREEMENT, and DEVELOPER will at its own cost and expense defend and protect the CITY from any and all such claims and demands. Such indemnities shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence (but not the gross negligence or intentional misconduct) of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by DEVELOPER to waive all claims, release, indemnify, defend and hold harmless the CITY from the consequences of the CITY's own ordinary negligence (but not gross negligence or intentional misconduct), whether that negligence is a sole or concurring cause of the injury, death or damage.**

**The indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the DEVELOPER or any contractor or subcontractor under workman's compensation or other employee benefit acts.**

**Section 7. Access to Information.**

The DEVELOPER agrees to provide the CITY access to information related to the costs and the completion of the acquisition, remediation, demolition and construction of the DEVELOPMENT during regular business hours upon reasonable notice. The CITY shall have the right to require the DEVELOPER to submit any necessary information, documents, invoices, receipts or other records to verify the costs and the completion of acquisition, asbestos remediation, demolition and construction of the DEVELOPMENT.

**Section 8. Force Majeure.**

It is expressly understood and agreed by the Parties to this AGREEMENT that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other Party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this AGREEMENT to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time

period applicable to such design or construction requirement shall be extended for a period of time equal to the period such Party was delayed.

**Section 9. Default and Termination.**

**9.1** A default shall exist under this AGREEMENT if either Party fails to perform or observe any material covenant contained in this AGREEMENT. The non-defaulting Party shall immediately notify the defaulting Party in writing upon becoming aware of any condition or event constituting a default. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting Party requires or proposes to require with respect to curing the default.

**9.2** If a default shall occur and continue after thirty (30) days' notice of the same, the non-defaulting Party may, at its option, pursue any remedies it may be entitled to, at law or in equity, in accordance with Applicable Law, without the necessity of future notice to or demand upon the defaulting Party. The non-defaulting Party shall not, however, pursue remedies for as long as the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that defaulting Party has commenced to cure such default within thirty (30) days following notices, and provided further, that in no event shall failure to make monetary payments required under the terms of this AGREEMENT be deemed reasonable justification to extend such opportunity beyond the initial period.

**9.3** Without limiting the forgoing, if a defaulting Party fails to cure (or commence to cure) a default within the periods provided for in Section 9.2 above, then the non-defaulting Party shall have the right to terminate this AGREEMENT by delivering written notice on the defaulting Party, which termination shall be effective thirty (30) days following delivery of such notice unless the defaulting Party shall cure such default within such additional thirty (30) day period. A termination of this AGREEMENT by either Party shall not relieve the Party of its obligations therefore accrued prior to and through the effective date of such termination.

**9.4** In the event DEVELOPER does not commence construction as discussed in Section 3, and fails to timely cure in accordance with Section 9.2, DEVELOPER shall sell the PREMISES to CITY for zero dollars (\$0.00) via special warranty deed; it shall be the sole remedy of the CITY. CITY shall provide DEVELOPER written notice after the cure period has expired and DEVELOPER shall have sixty (60) days from the date the CITY provides such written notice to sell the PREMISES to the CITY for zero dollars (\$0.00).

**Section 10. Venue.**

This AGREEMENT is performable in Tarrant County, Texas and venue of any action arising out of this AGREEMENT shall be exclusively in Tarrant County. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Texas.

**Section 11. Notices.**

Any notice required by this AGREEMENT shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

**If intended for CITY, to:**

City of Arlington  
P.O. Box 90231  
Arlington, Texas 76004-3231  
ATTN: Economic Development Manager

Copy to:

Office of the City Attorney  
The City of Arlington MS #63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

**If intended for DEVELOPER, to:**

The Nehemiah Company  
835 E. Lamar Blvd. #175  
Arlington, Texas 76011  
Attn: Robert H. Kembel

Copy to:

Barry R. Knight  
Attorney at Law  
3521 Rankin Street  
Dallas, Texas 75205

**Section 12. Applicable Laws.**

This AGREEMENT is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable State and Federal laws, and violation of same shall constitute a default under this AGREEMENT.

**Section 13. Legal Construction.**

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision shall be added which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**Section 14. Counterparts.**

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**Section 15. Successors and Assigns.**

The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all parties hereto. It is intended by the parties hereto that this Agreement may be assigned by DEVELOPER to a successor owner and/or party only with prior written approval of the City Council, which approval will not be unreasonably withheld or delayed. Assignments to related entities where THE NEHEMIAH LLC (or other entity owned and controlled by THE NEHEMIAH LLC) is the general partner shall be expressly allowed without City Council approval.

**Section 16. Entire Agreement.**

This AGREEMENT including the recitals contained herein embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this AGREEMENT, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this AGREEMENT.

**Section 17. 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.



**Section 18. No Third-Party Beneficiaries.**

For purposes of this AGREEMENT, including its intended operation and effect, the parties specifically agree that: (1) the 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 DEVELOPER 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 DEVELOPER.

**Section 19. Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses.**

During demolition of the PREMISES and design and construction of DEVELOPMENT, DEVELOPER agrees to use reasonable diligent efforts and to cause its contractors and subcontractors to use reasonable diligent efforts to purchase goods and services from Arlington businesses whenever such goods and services are comparable in availability, terms, quality, and price. DEVELOPER also agrees to develop a policy that establishes a goal of thirty percent (30%) use by DEVELOPER of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractors, subcontractors, or suppliers is vested in racial or ethnic minorities or women for demolition of the structures on the PREMISES and design and construction of the DEVELOPMENT.

**Section 20. 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THE NEHEMIAH, LLC,  
A Texas limited liability company

By: [Signature]  
Robert H. Kembel, Manager

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

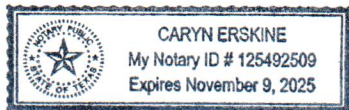
**THE NEHEMIAH, LLC.**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert H. Kembel, 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 NEHEMIAH, LLC**, an entity duly authorized to do business in the State of Texas, 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 30th day of March, 2022.

11/9/2025  
My Commission Expires

[Signature]  
Notary Public in and for  
The State of Texas  
Caryn Erskine  
Notary's Printed Name



CITY OF ARLINGTON, TEXAS

By: Trey Yelverton  
Trey Yelverton, City Manager

ATTEST:

Alex Busken  
Alex Busken, City Secretary

APPROVED AS TO FORM:

Teris Solis  
Teris Solis, City Attorney

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

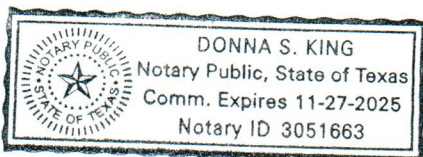
**CITY OF ARLINGTON, TEXAS**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, 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 the **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 8th day of April, 2022.

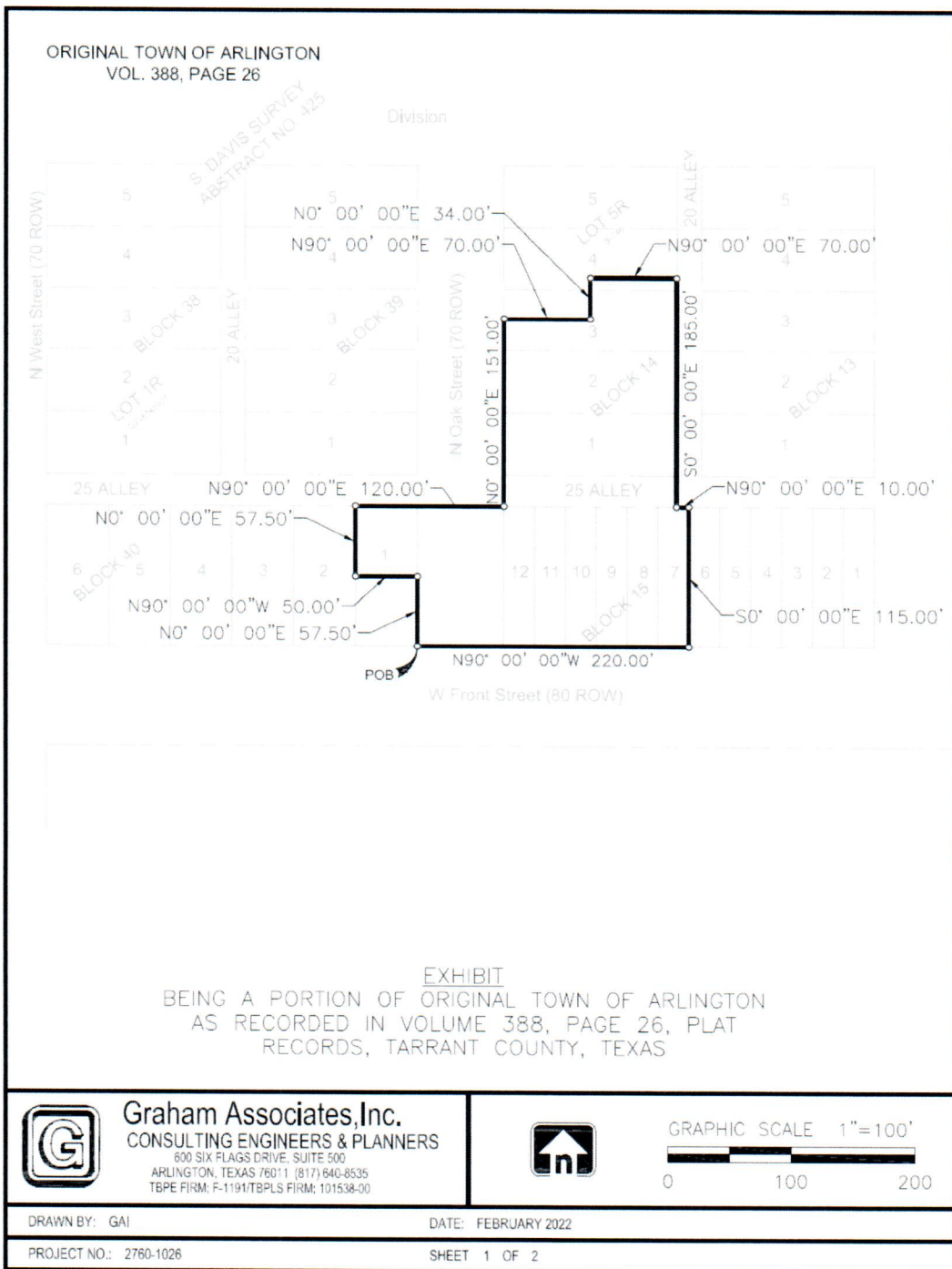
11/27/25  
My Commission Expires

Donna S. King  
Notary Public in and for  
The State of Texas  
Donna S. King  
Notary's Printed Name



# EXHIBIT "A"

## Premises



Being a 1.187 acre tract of land situated in the S. Davis Survey, Abstract No. 425, and being a portion of Lot 1, Block 40, all of Lots 7 through 12, Block 15, all of Lots 1 and 2 and a portion of Lots 3 and 4, Block 14, and a portion of a 25 foot public alley (having a 25 foot public right-of-way), and a portion of North Oak Street (having a 70 foot public right-of-way), according to the map of the Original Town of Arlington Addition, as recorded in Volume 388, Page 26, Plat Records, Tarrant County, Texas and being more particularly described as follows:

**BEGINNING** at the southeast corner of Lot 1, Block 40, of said Original Town of Arlington Addition, and being in the west line of said North Oak Street and the North line of West Front Street (80 foot right-of-way);

**THENCE** North 00°00'00" East, along said west right-of-way line and along the east line of said Lot 1, being a common line, a distance of 57.50 feet, to a point;

**THENCE** North 90°00'00" West, leaving said common line, a distance of 50.00 feet to a point being in the west line of said Lot 1 and being in the east line of Lot 2, being a common line;

**THENCE** North 00°00'00" East, along said common line, a distance of 57.50 feet to the northwest corner of said Lot 1, and the northeast corner of said Lot 2, and also being in the South line of a 25 foot public alley;

**THENCE** North 90°00'00" East, along the south right-of-way line of said alley and across North Oak Street (70 foot right-of-way), a distance of 120.00 feet to the Northwest corner of Lot 12, Block 15, of said Original Town of Arlington Addition, said point being in the East line of said North Oak Street and in the South line of a 25 foot public alley;

**THENCE** North 00°00'00" East along the east right-of-way line of said North Oak Street, a distance of 151.00 feet to the Southwest corner of Lot 5R, Block 14, Original Town of Arlington Addition, as recorded in Cabinet B, Slide 746, Plat Records, Tarrant County, Texas;

**THENCE** North 90°00'00" East, along the south line of said Lot 5R, a distance of 70.00 feet;

**THENCE** North 00°00'00" East, continuing along said south line, a distance of 34.00 feet;

**THENCE** North 90°00'00" East, a distance of 70.00 feet to the Southeast corner of said Lot 5R and being in the West line of a 20 foot public alley;

**THENCE** South 00°00'00" East, leaving said south line, along the West line of said alley and passing at a distance of 160.00 feet the southeast corner of Lot 1, Block 14, of said Original Town of Arlington Addition, a total distance of 185.00 feet to a point in the north line of Lot 7, Block 15, of said Original Town of Arlington Addition and being in the South line of a 25 foot public alley;

**THENCE** North 90°00'00" East, along the south right-of-way line of said 25 foot public alley, a distance of 10.00 feet to the Northwest corner of Lot 6, Block 15, of said Original Town of Arlington Addition;

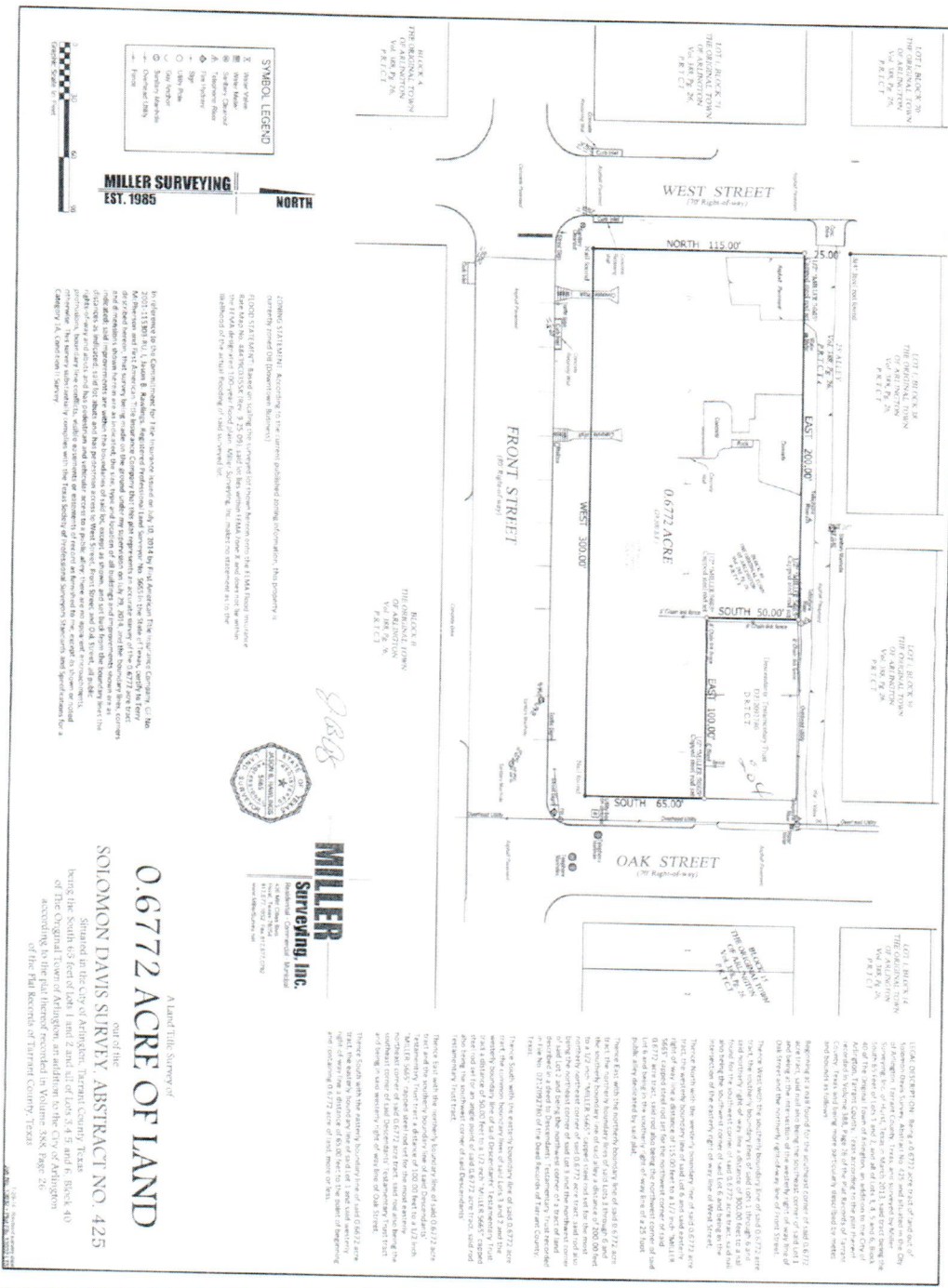
**THENCE** South 00°00'00" East, along the West line of said Lot 6, Block 15, a distance of 115.00 feet to the Southwest corner of said Lot 6, Block 15 and being in the north right-of-way line of said West Front Street;

**THENCE** North 90°00'00" West, along the north right-of-way line of said West Front Street, a distance of 220.00 feet to the **POINT OF BEGINNING** and containing 51,695 square feet, 1.187 acres of land, more or less.

Basis of Bearings: Original Town of Arlington Addition, Volume 388, Page 26, Plat Records, Tarrant County, Texas, Cardinal Directions Assumed.

# EXHIBIT "C"

## City Tracts



**SYMBOL LEGEND**

- X Abundant Vegetation
- o Sparse Vegetation
- △ Stone
- A Temporary Flow
- Tree
- 10th Pin
- ★ Survey Marker

MILLER SURVEYING EST. 1985

**STATE OF TEXAS**

COUNTY OF TARRANT, TEXAS, to-wit: Block 4, Original Town of Arlington, Precinct 22.

Survey of the above described property was conducted by the undersigned, a Licensed Professional Land Surveyor, No. 56651, in accordance with the laws of the State of Texas, and the results thereof are herein set forth.

This survey was made on the 12th day of August, 2025. The survey was made in accordance with the laws of the State of Texas, and the results thereof are herein set forth.

**MILLER**

Professional Land Surveyor

Survey No. 56651

My Commission Expires 08/31/2028

**SOLOMON DAVIS SURVEY, ABSTRACT NO. 425**

Being the South 65 Feet of Lot 1 and 2 and all of Lots 3, 4, 5 and 6, Block 40 of The Oregon-Soviet Arlington, an addition to the City of Arlington, Tarrant County, Texas.

Assisted by D. J. ... of the Precinct of Tarrant County, Texas.

0.6772 ACRE OF LAND

A Land Title Survey of

LEGAL DESCRIPTION: Being a 0.6772-acre tract of land, Lot 1 and 2 of Block 40, Abstract No. 425, in the City of Arlington, Tarrant County, Texas, containing the following: 1. Lot 1, 0.6772 acre, and 2. Lot 2, 0.6772 acre, and all of Lots 3, 4, 5 and 6, Block 40, of the Oregon-Soviet Arlington, an addition to the City of Arlington, Tarrant County, Texas.

This survey was made in accordance with the laws of the State of Texas, and the results thereof are herein set forth.

# EXHIBIT "B"

## City Tracts

