

General Motors

Location: 2525 E Abram St
Property Owner: General Motors LLC
 PO Box 9024
 Detroit, MI 48202

	2012 Stamping Facility	2015 Expansion
About the Projects	\$200m investment to construct a 225,000-300,000 square foot stamping facility (including presses, dies, and related stamping equipment), contiguous to the existing General Motors Plant. The stamping function is a new operation at this location, manufacturing the exterior panels for the vehicles assembled at the Arlington Plant. Prior to the stamping facility in Arlington, the panels were being stamped at other locations in the US and shipped to Arlington. The addition of this facility will provide an additional 180 employees.	\$1.4b investment in plant renovation and expansion to retool the facility for technological advancement, efficiency improvements, and capacity enhancement. Includes a 1.2m square foot physical expansion to the north and south sides of the existing plant, as well as the additional of new machinery and equipment. Machinery, equipment, special tooling and dies will be installed in various areas of the facility including the Press shop, Body Shop, Paint Shop, and General Assembly. The expansion will provide an additional 589 employees.
Goals of the Project	Business expansion; job creation; major capital investment; property tax base enhancement	Business expansion; job creation; major capital investment; property tax base enhancement
Current Status	Abatement is performing as expected.	BPP and Real Property abatements are performing as expected.
Benefit to City	180 jobs created; over 4,000 jobs retained; approximate annual benefit of \$1.32 million from added value of real and business personal property improvements	589 jobs created; over 4,000 jobs retained; approximate 10-year benefit of \$7.18 million from added value of real and business personal property improvements
	2012 Stamping Facility	2015 Expansion
Reinvestment Zone	34	42
Ordinance	12-001	15-016
Year Approved by Council	2012	2015
Base Year	2012	2015
Beginning Year	2014	2017 (BPP); 2018 (Real)
Ending Year	2023	2026 (BPP); 2027 (Real)
Duration	10 years	10 years
Base Year Value of Eligible Property	\$40,000,000 (real) \$184,660,345 (personal)	\$0 (BPP) \$57,227,020 (Real)
TAD Account	01182080 (real) and 13565427 (personal)	13565427 (BPP) and 01182080 (Real)
Total Abatement Percentage Allowed	90%	80%
Total Estimated Investment by Company	\$200,000,000	\$1,400,000,000

	Stamping Facility	2015 Expansion
Criteria Evaluated	<ul style="list-style-type: none"> o Increase appraised BPP value above the base year value by \$25m by 01-01-14 o Increase appraised BPP value above the base year value by an additional \$50m by 01-01-15 o Increase appraised RE value above the base year value by \$4m by 01-01-14 o Create and retain at least 140 new jobs not later than 01-01-14, and create and retain subsequent additional new jobs not later than 01-01-15 for a total of 180 new jobs by 01-01-15 	<ul style="list-style-type: none"> o Increase appraised BPP value above the base year value by \$5m by 01-01-17 o Increase appraised BPP value above the base year value by an additional \$115m by 01-01-19 o Increase appraised RE value above the base year value by \$5m by 01-01-18 o Increase appraised RE value above the base year value by an additional \$11m by 01-01-20 o Create and retain at least 589 new jobs not later than 01-01-19 for a total of 3,179 jobs on the Premises
Incentives Allowed	<ul style="list-style-type: none"> • TIER 1: 90% annually of eligible property if all property and job criteria listed above is met • TIER 2: 85% for added value plus 170 new jobs created/maintained • TIER 3: 80% for added value plus 160 new jobs created/maintained • TIER 4: 75% for added value plus 150 new jobs created/maintained • TIER 5: 70% for added value plus 140 new jobs created/maintained • TIER 6: 65% for added value plus 130 new jobs created/maintained • TIER 7: 60% for added value plus 120 new jobs created/maintained • Each Tier is for 10 years 	<ul style="list-style-type: none"> • TIER 1: 80% annually of added value of eligible property if all property and job criteria listed above is met • TIER 2: 75% for added value plus 569 new jobs, 3,159 total jobs • TIER 3: 70% for added value plus 549 new jobs, 3,139 total jobs • TIER 4: 65% for added value plus 529 new jobs, 3,119 total jobs • TIER 5: 60% for added value plus 2,590 jobs retained • TIER 6: 50% for added value plus 1,800 jobs retained • Each Tier is for 10 years

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
2013 (FY14)	90% (both)	367,483,858	39%	143,182,332	927,822	3597	\$ 57,814	11%
2014 (FY15)	90% (both)	531,901,872	63%	333,774,188	2,162,857	3902	\$ 66,969	17%
2015 (FY16)	90% (both)	614,199,210	55%	335,006,972	2,170,845	4129	\$ 61,002	15%
2016 (FY17)	90% (both)	566,822,343	49%	278,749,789	1,797,379	4011	\$ 64,311	15%
2017 (FY18)	80-90%	570,652,504	44%	250,769,397	1,604,423	4022	\$ 68,582	13%
2018 (FY19)	80-90%	680,289,670	55%	371,534,041	2,358,498	4022	\$ 65,862	16%
2019 (FY20)	80-90%	861,758,666	69%	594,297,145	3,708,414	4047	\$ 68,436	20%
2020 (FY21)	80-90%	930,894,063	59%	546,051,805	3,399,172	4788	\$ 53,095	16%
2021 (FY22)	80-90%	1,095,572,814	61%	673,766,832	4,176,007	4595	\$ 64,585	18%
2022 (FY23)	80-90%	1,048,884,764	58%	611,720,218	3,669,098	4646	\$ 66,845	17%
2023 (FY24)								
TOTAL					\$ 25,974,514			

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)	Total Annual Tax Bill
2013 (FY14)	1,289,290	630,267	544,075	511,511	4,421,119	\$ 7,396,262
2014 (FY15)	1,268,653	796,323	687,423	764,773	6,896,311	\$ 10,413,484
2015 (FY16)	1,377,198	1,414,347	1,220,930	818,569	7,736,441	\$ 12,567,484
2016 (FY17)	1,438,119	763,178	684,748	726,231	6,975,187	\$ 10,587,463
2017 (FY18)	1,640,694	807,184	742,441	710,395	6,942,003	\$ 10,842,716
2018 (FY19)	1,486,043.98	734,798.38	704,743.87	824,081.25	8,289,082.24	\$ 12,038,750
2019 (FY20)	1,539,425.81	818,359.51	784,887.21	1,094,729.70	10,921,814.70	\$ 15,159,217
2020 (FY21)	2,237,057.20	1,087,275.46	1,042,804.03	1,178,583.16	12,559,058.96	\$ 18,104,779
2021 (FY22)	2,059,879.71	1,062,947.83	1,041,730.65	1,309,656.90	13,691,181.68	\$ 19,165,937
2022 (FY23)	1,743,288.96	1,049,526.50	1,051,536.53	1,290,833.80	12,977,753.66	\$ 18,112,399
2023 (FY24)						\$ -
TOTAL	\$ 16,079,649	\$ 9,164,207	\$ 8,505,319	\$ 9,229,363	\$ 91,409,952	\$ 134,388,490

Ordinance No. 12-001

An ordinance establishing Reinvestment Zone Number Thirty-Four; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain strategic priority area within its jurisdiction by the establishment of Reinvestment Zone Number Thirty-Four for commercial-industrial 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 November 1, 2011, and again on November 15, 2011, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Four; and

WHEREAS, 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 Thirty-Four, 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, 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; 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.

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 Thirty-Four 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 Thirty-Four 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 Thirty-Four 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 Thirty-Four 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.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Thirty-Four 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 Thirty-Four of the City of Arlington, Texas.

4.

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

5.

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.

6.

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.

7.

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.

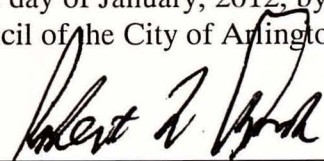
8.

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.

9.

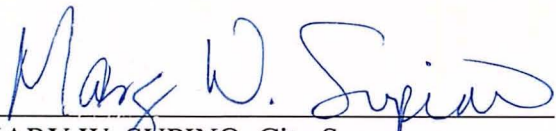
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 13th day of December, 2011, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 3rd day of January, 2012, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

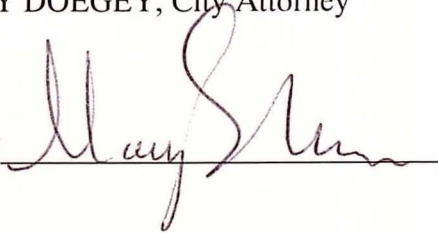
BY 

Exhibit "A"

Legal Property Description

DESCRIPTION OF THE PREMISES

Being a tract of land situated in the M. Harris Survey, Abstract Number 704, Tarrant County, Texas, and being a portion of Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records of Tarrant County, Texas, and being more particularly described as follows:

Commencing at a 1" iron pipe found for the most northerly southwest corner of the said Lot 1-A, M. Harris Addition, same being the northwest corner of the Harris Acres Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-32, Page 34, Plat Records of Tarrant County, Texas;

THENCE North 00° 21' 22" West, a distance of 918.00 with the west line of said Lot 1-A, M. Harris Addition to an angle point in the west line of said Lot 1-A, M. Harris Addition;

THENCE North 00° 43' 27" West, with the west line of said Lot 1-A, M. Harris Addition, a distance of 244.60 feet to an angle point from whence a 3/8 inch iron rod found for the southeast corner of Lot 26, Block 10, of Parkview Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-N, Page 3, Plat Records of Tarrant County, Texas, bears North 00° 43' 27" West , a distance of 342.24 feet;

THENCE East, departing the west line of said Lot 1-A, M. Harris Addition, a distance of 366.28 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for the Point of Beginning of the herein described tract;

THENCE North, a distance of 250.00 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE North 27° 41' 38" East, a distance of 422.16 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE North 55° 43' 22" East, a distance of 104.41 feet to a 5/8 inch iron rod found for the southwest corner of the GM Drill Site Gas Well Permit as reflected on the Site and Utilities plan Sheet D-1, dated 10/07/2011 prepared by Mycoskie and McInnis and Associates;

THENCE North 73° 25' 37" East, with the south line of said GM Drill Site Gas Well Permit tract, a distance of 375.27 feet (plan 375.00 feet) to a 5/8 inch iron rod found for corner;

THENCE North 85° 27' 23" East, with the south line of said GM Drill Site Gas Well Permit tract, a distance 243.27 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner from whence a 5/8 inch iron rod for the southeast corner of said GM Drill Site Gas Well Permit tract bears North 85° 27' 23" East, 61.73 feet;

THENCE South 80° 22' 56" East, departing said GM Drill Site Gas Well Permit tract, a distance of 223.89 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE South a distance of 521.51 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE West, passing the northeast corner of the existing Body Shop Building at a distance of 170.00 feet, continuing with the north line of said Body Shop Building a total distance of 725.40 to the northwest corner of said Body Shop Building;

THENCE South, a distance of 250.00 with the west line of said Body Shop Building to the northeast corner of the Body Shop Building Addition (currently under construction);

THENCE West, departing said Body Shop Building and with the north line of said Body Shop Building Addition, passing at a distance of 150.00 feet the northwest corner of said Body Shop Building Addition, continuing for a total distance of 380.00 feet to the Point of Beginning and containing 13.6307 acres (593,753 square feet) of land, more or less.

Exhibit "B"

Map

THE STATE OF TEXAS §
 § **TAX ABATEMENT AND**
COUNTY OF TARRANT § **380 FEE WAIVER AGREEMENT**

THIS AGREEMENT is executed by and between **GENERAL MOTORS, LLC**, an entity authorized to do business in Texas (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 a new stamping facility contiguous to the existing plant would promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and

WHEREAS, the CITY has determined that the PROGRAM authorized by Resolution No. 12-~~005~~ 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 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 the 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. 12-~~001~~ establishing Reinvestment Zone Number Thirty-Four in the City of Arlington, Texas, being a commercial-industrial reinvestment zone for tax abatement as authorized by TEX. TAX CODE ANN. Chapter 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 Thirty-Four, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable laws; 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 the Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and 380 fee waiver agreement for CITY fees; 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 Market Value" is defined as the value of Eligible Property on the Premises above the Base Year Value, as appraised by the Tarrant Appraisal District.
- B. "Base Year Value" is defined as the tax year 2012 taxable value of OWNER's business personal property and real property located on the Premises in Reinvestment Zone Number Thirty-Four, on January 1, 2012, as finally determined by Tarrant Appraisal District.
- C. "Combined Market Value" is defined as the cumulative value of the Business Personal Property Improvements the first year the property is placed on the Tarrant Appraisal District tax roll.
- D. "Eligible Property" is defined as taxable Real Property Improvements and Business Personal Property Improvements, as described in **Exhibits "A" and "B."**
- E. "Job" is defined as a permanent, full-time employment position that results in actual employment on the Premises of at least 1,820 hours per position in a year.

- F. "Business Personal Property Improvements" are defined as tangible personal property (except inventory or supplies) delivered to, installed or located on the Premises between January 1, 2012 and December 31, 2014; more fully described in **Exhibit "A"**.
- G. "Premises" are defined as the real property as described by metes and bounds in **Exhibit "C"** which existed on January 1, 2012, within Reinvestment Zone Number Thirty-Four, that is owned by and operated by OWNER.
- H. "Real Property Improvements" are defined as improvements to the Premises, as described in **Exhibit "B"**, and shall include buildings, structures, or fixtures erected or affixed to the Premises.
- I. "Reinvestment Zone Number Thirty-Four" is defined as the real property located in the City of Arlington and described by City of Arlington Ordinance No. 12-001 (attached hereto as **Exhibit "D"**).

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 improvements is consistent with the purposes of encouraging development or redevelopment in the Reinvestment Zone.
- D. All exhibits attached hereto are incorporated herein for all purposes.

III. **Improvement Conditions and Requirements**

In order to receive and keep the incentives and benefits described in this Agreement, the following must occur.

- A. OWNER shall improve the Premises by completing the Eligible Property described in **Exhibits "A"** and **"B"** in accordance with this Agreement.
- B. OWNER's completion of the Eligible Property described in **Exhibit "A"** of this Agreement must result in Added Market Value for Business Personal Property Improvements of not less than Twenty Five Million Dollars (\$25,000,000) not later than January 1, 2014 and additional subsequent Added Market Value not later than January 1, 2015 for a total Combined Market Value of not less than Fifty Million Dollars (\$50,000,000).

- C. OWNER's completion of the Eligible Property described in **Exhibit "B"** of this Agreement must result in Added Market Value for Real Property Improvements of not less than Four Million Dollars (\$4,000,000) not later than January 1, 2014.
- D. OWNER will create and retain at least 140 new Jobs not later than January 1, 2014 and will create and retain subsequent additional new Jobs not later than January 1, 2015, for a total of 180 new Jobs by January 1, 2015.
- E. OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibits "A"** and **"B"** for the term of this abatement.
- F. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- G. OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Eligible Property. OWNER further covenants and agrees that it will use all commercially reasonable efforts to cause the Eligible Property to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.
- H. The Premises and all Improvements must conform to all applicable state and federal laws and regulations related to air pollution and air quality.
- I. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(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 1324a(f), OWNER shall repay to the CITY the full amount of the taxes abated or grant payment(s) made under sections IV and V of this Agreement, plus 10% per annum from the date the grant payment(s) 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 Allowed

- A. If the Improvement Conditions and Requirements set forth in Section III are met, CITY agrees to exempt from taxation ninety percent (90%) of the Added Market Value of the Eligible Property. The abatement shall be for a period as follows, from the tax year beginning January 1, 2014 through and including tax year beginning January 1, 2023.

- B. If OWNER meets all the requirements of section III above, except owner fails to maintain the Job requirements set forth in section III (D) above, then OWNER will be eligible for a tax abatement as follows:
1. Tax abatement of 85% of the Added Taxable Value of the Eligible Property for a period of ten (10) years, if a minimum of 170 Jobs are created and retained.
 2. Tax abatement of 80% of the Added Taxable Value of the Eligible Property for a period of ten (10) years, if a minimum of 160 Jobs are created and retained.
 3. Tax Abatement of 75% of the Added Taxable Value of the Eligible Property for a period of ten (10) years, if a minimum of 150 Jobs are created and retained.
 4. Tax Abatement of 70% of the Added Taxable Value of the Eligible Property for a period of ten (10) years, if a minimum of 140 Jobs are created and retained.
 5. Tax Abatement of 65% of the Added Taxable Value of the Eligible Property for a period of ten (10) years, if a minimum of 130 Jobs are created and retained.
 6. Tax Abatement of 60% of the Added Taxable Value of the Eligible Property for a period of ten (10) years, if 120 Jobs or fewer are created and retained.
- C. Any value added to the Premises or located within Reinvestment Zone Number Thirty-Four and not contained or described in **Exhibits "A" and "B"** and to the extent not covered by a previous abatement agreement or other exemptions, shall be fully taxable in accordance with the Texas Property Tax Code.

V.
Fee Waiver

In exchange for OWNER's completion of the Eligible Property in accordance with this Agreement, CITY shall provide the following incentive:

Waiver of permit and planning review fees as shown in **Exhibit "E"**. This waiver shall not include impact fees.

VI.
Reports, Audits, and Inspections

- A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of the tax abatement agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:
1. Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of the tax abatement agreement, to be due annually not later than March 15. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by the tax abatement agreement.
 2. Eligible Property Reports -- At a minimum, OWNER shall make available on request the following information annually on all Eligible Property for which OWNER seeks tax abatement:
 - a. Property description;
 - b. Asset number;
 - c. Payment date for property located on Premises; and
 - d. Cost.
 3. Eligible Property Reports for Projects in Progress -- For projects in progress for which fixed asset numbers have not been assigned, the Eligible Property report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:
 - a. Description of materials, machinery and equipment;
 - b. Vendor name, invoice date, invoice number and invoice amount; and
 - c. Payment date for property located on Premises.
 4. Reports on Equipment Replaced or Removed -- Additionally, OWNER agrees to provide CITY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:

- a. Property description;
 - b. Asset number; and
 - c. Approximate date of disposal.
5. Report Upon Project Completion -- Within 180 days of completion of the Eligible Property, OWNER shall provide CITY with a final Eligible Property Report that shall describe all Eligible Property for which the owner is granted tax abatement. This report shall be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.
6. Additional Reports -- 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 commercially 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.

VII.

Use of Premises

The Premises at all times shall be used in a manner that is consistent with the CITY's zoning ordinances and consistent with the general purpose of encouraging development within the City of Arlington, Texas. Both parties acknowledge that the use of the Premises for a stamping facility and related activities in accordance with the Agreement is consistent with such purposes.

VIII.
Breach and Recapture

- A. Breach - A breach of this Agreement may result in termination or modification of this Agreement and recapture by CITY of taxes or fees which otherwise would have been paid since the execution of this Agreement to CITY without the benefit of the abatement or fee waiver, as set forth in Sections IV and V. 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. Penalty and interest on recaptured fees will be charged at the statutory rate allowed by law. Taxes and/or fees shall become due 60 days following notice of breach and after the expiration of any cure period as provided in Section VIII(B). The following conditions shall constitute a breach of this Agreement:
1. OWNER terminates the use of the Premises as a stamping facility and related activities at any time during the term of the Agreement; or,
 2. OWNER fails to meet the Conditions and Requirements as specified in Sections III (A), (B), (C), (E), (F), (G), (H) or (I) herein; or
 3. OWNER allows its ad valorem taxes owed to CITY on any property located within the City of Arlington to become delinquent.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such default. OWNER has 60 days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by CITY, and recapture of abated taxes or fees 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 X of this Agreement. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes or waived fees and to demand payment of such.
- C. Recapture - During the first five (5) years of this abatement, should OWNER commit a breach of this Agreement according to items (A) (1), (2) or (3) of this Section VIII, and OWNER does not cure as provided in VIII (B) above during the cure period, CITY may terminate this Agreement and recapture all taxes and fees under this Agreement up to the time of breach. During year six (6) through year ten (10) of this abatement should OWNER commit a breach of this Agreement according to items (A) (1), (2), or (3) of this Section VIII, and OWNER does not cure as provided in VIII (B) above during cure period, CITY may terminate this Agreement and recapture taxes abated for the calendar year during which the breach is committed.
- 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 provision of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

IX.

Effect of Sale or Lease of Property

This Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Properties unless such assignment is approved in writing by the CITY, which shall not be unreasonably denied.

X.

Notice

Notices required to be given to any party to this Agreement shall be delivered by regular U.S. Mail or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and shall be deemed delivered as of the date deposited in the United States Mail:

OWNER: General Motors, LLC
2525 E. Abram Street
Arlington, Texas 76010-1346
Attn: Finance Manager

General Motors Company - Tax Staff
Mail Code: 482-C16-B16
P.O. Box 300
Detroit, Michigan 48265
Attn: Mr. Troy Kennedy

CITY: City of Arlington
City Manager's Office
M/S 01-0300
P.O. Box 90231
Arlington, Texas 76004-3231

and

City of Arlington
Community Development and Planning
M/S 01-0260
P.O. Box 90231
Arlington, Texas 76004

XI.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Tax Abatement and 380 Fee Waiver Agreement on behalf of the CITY.

XII.
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.

XIII.
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 fee waiver in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XIV.
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.

XV.
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.

XVI.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any claims, damages, verdicts or judgments arising out of actions or omissions by OWNER or caused by OWNER in breach of this agreement. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XVII.
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.

XVIII.
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.

XIX.
Recordation of Agreement

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

XX.
**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 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.

XXI.
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.

XXII.
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, provided however, the procedures set out in Section IX, Effect of Sale or Lease of Property, is binding for the assignment situation specifically described in Section IX. Notwithstanding the foregoing, the OWNER may assign this Agreement to any entity which is an affiliate of OWNER, without the consent of the CITY, in which case the benefits and obligations under this Agreement shall apply to the property and premises owned by such assignee. For purposes of this section, an affiliate shall mean any entity which is related to OWNER through direct or indirect common ownership or control.

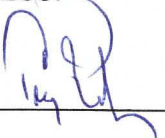
XXIII.
Termination

This Agreement shall terminate, in accordance with the terms of this Agreement; provided however, that the period of abatement may not extend beyond ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 2nd day of February 2012.

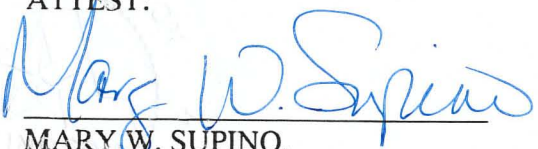
GENERAL MOTORS, LLC

BY 
Signature
VICTORIA McINNIS
Type or Printed Name
CHIEF TAX OFFICER
Type or Printed Title

WITNESS:


CITY OF ARLINGTON, TEXAS

BY 
TREY YELVERTON
Deputy City Manager

ATTEST:

MARY W. SUPINO,
City Secretary

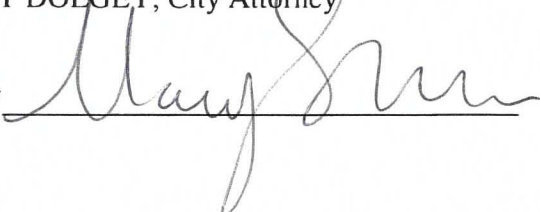
APPROVED AS TO FORM:
JAY DOEGEY, City Attorney
BY 

Exhibit "A"

(Description of Eligible Business Personal Property Improvements)

Contiguous Stamping Plant Addition Project Description

Machinery & Equipment:

Primarily, but not limited to, stamping presses and related stamping equipment including:

- 3 X-Large Stamping Systems
- Overhead Bridge Cranes
- Scrap Handling System
- Die Maintenance Equipment
- Press Maintenance Equipment
- Mobile Equipment (Fork Trucks)

Special Tools:

Primarily, but not limited to, dies that will be used in the stamping presses to press metal, including:

- 200 Stamping Dies
- Part Handling Tooling
- Part Checking Fixtures

Exhibit "B"

(Description of Eligible Real Property Improvements)

Contiguous Stamping Plant Addition Project Description

The Contiguous Stamping Plant Addition contemplates an addition to the Arlington Assembly Facility of approximately 225,000 up to 300,000 square feet. The addition will be constructed to house stamping presses used to stamp various sheet metal components for the products manufactured in the contiguous assembly facility.

Real Property construction:

225,000 to 300,000 square feet contiguous stamping plant addition

Exhibit "C"

(legal description of Premises)

DESCRIPTION OF THE PREMISES

Being a tract of land situated in the M. Harris Survey, Abstract Number 704, Tarrant County, Texas, and being a portion of Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records of Tarrant County, Texas, and being more particularly described as follows:

Commencing at a 1" iron pipe found for the most northerly southwest corner of the said Lot 1-A, M. Harris Addition, same being the northwest corner of the Harris Acres Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-32, Page 34, Plat Records of Tarrant County, Texas;

THENCE North 00° 21' 22" West, a distance of 918.00 with the west line of said Lot 1-A, M. Harris Addition to an angle point in the west line of said Lot 1-A, M. Harris Addition;

THENCE North 00° 43' 27" West, with the west line of said Lot 1-A, M. Harris Addition, a distance of 244.60 feet to an angle point from whence a 3/8 inch iron rod found for the southeast corner of Lot 26, Block 10, of Parkview Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-N, Page 3, Plat Records of Tarrant County, Texas, bears North 00° 43' 27" West , a distance of 342.24 feet;

THENCE East, departing the west line of said Lot 1-A, M. Harris Addition, a distance of 366.28 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for the Point of Beginning of the herein described tract;

THENCE North, a distance of 250.00 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE North 27° 41' 38" East, a distance of 422.16 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE North 55° 43' 22" East, a distance of 104.41 feet to a 5/8 inch iron rod found for the southwest corner of the GM Drill Site Gas Well Permit as reflected on the Site and Utilities plan Sheet D-1, dated 10/07/2011 prepared by Mycoskie and McInnis and Associates;

THENCE North 73° 25' 37" East, with the south line of said GM Drill Site Gas Well Permit tract, a distance of 375.27 feet (plan 375.00 feet) to a 5/8 inch iron rod found for corner;

THENCE North 85° 27' 23" East, with the south line of said GM Drill Site Gas Well Permit tract, a distance 243.27 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner from whence a 5/8 inch iron rod for the southeast corner of said GM Drill Site Gas Well Permit tract bears North 85° 27' 23" East, 61.73 feet;

THENCE South 80° 22' 56" East, departing said GM Drill Site Gas Well Permit tract, a distance of 223.89 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE South a distance of 521.51 feet to a ½ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE West, passing the northeast corner of the existing Body Shop Building at a distance of 170.00 feet, continuing with the north line of said Body Shop Building a total distance of 725.40 to the northwest corner of said Body Shop Building;

THENCE South, a distance of 250.00 with the west line of said Body Shop Building to the northeast corner of the Body Shop Building Addition (currently under construction);

THENCE West, departing said Body Shop Building and with the north line of said Body Shop Building Addition, passing at a distance of 150.00 feet the northwest corner of said Body Shop Building Addition, continuing for a total distance of 380.00 feet to the Point of Beginning and containing 13.6307 acres (593,753 square feet) of land, more or less.

Exhibit "D"

(Ordinance #12-001 creating Reinvestment Zone Number Thirty-Four)

Ordinance No. 12-001

An ordinance establishing Reinvestment Zone Number Thirty-Four; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain strategic priority area within its jurisdiction by the establishment of Reinvestment Zone Number Thirty-Four for commercial-industrial 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 November 1, 2011, and again on November 15, 2011, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Four; and

WHEREAS, 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 Thirty-Four, 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, 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; 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.

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 Thirty-Four 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 Thirty-Four 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 Thirty-Four 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 Thirty-Four 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.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Thirty-Four 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 Thirty-Four of the City of Arlington, Texas.

4.

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

5.

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.

6.

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.

7.

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.

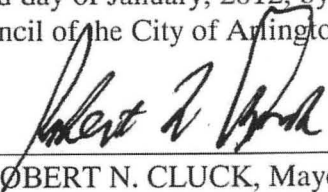
8.

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.

9.

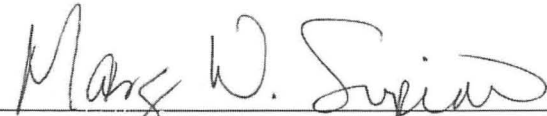
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 13th day of December, 2011, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 3rd day of January, 2012, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

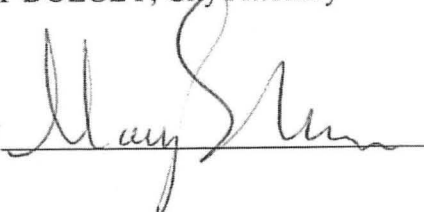
BY 

Exhibit "A"

Legal Property Description

DESCRIPTION OF THE PREMISES

Being a tract of land situated in the M. Harris Survey, Abstract Number 704, Tarrant County, Texas, and being a portion of Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records of Tarrant County, Texas, and being more particularly described as follows:

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THENCE North $00^{\circ} 21' 22''$ West, a distance of 918.00 with the west line of said Lot 1-A, M. Harris Addition to an angle point in the west line of said Lot 1-A, M. Harris Addition;

THENCE North $00^{\circ} 43' 27''$ West, with the west line of said Lot 1-A, M. Harris Addition, a distance of 244.60 feet to an angle point from whence a $3/8$ inch iron rod found for the southeast corner of Lot 26, Block 10, of Parkview Addition, an addition to the City of Arlington, Texas, according to the plat thereof recorded in Volume 388-N, Page 3, Plat Records of Tarrant County, Texas, bears North $00^{\circ} 43' 27''$ West, a distance of 342.24 feet;

THENCE East, departing the west line of said Lot 1-A, M. Harris Addition, a distance of 366.28 feet to a $1/2$ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for the Point of Beginning of the herein described tract;

THENCE North, a distance of 250.00 feet to a $1/2$ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE North $27^{\circ} 41' 38''$ East, a distance of 422.16 feet to a $1/2$ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE North $55^{\circ} 43' 22''$ East, a distance of 104.41 feet to a $5/8$ inch iron rod found for the southwest corner of the GM Drill Site Gas Well Permit as reflected on the Site and Utilities plan Sheet D-1, dated 10/07/2011 prepared by Mycoskie and McInnis and Associates;

THENCE North $73^{\circ} 25' 37''$ East, with the south line of said GM Drill Site Gas Well Permit tract, a distance of 375.27 feet (plan 375.00 feet) to a $5/8$ inch iron rod found for corner;

THENCE North $85^{\circ} 27' 23''$ East, with the south line of said GM Drill Site Gas Well Permit tract, a distance 243.27 feet to a $1/2$ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner from whence a $5/8$ inch iron rod for the southeast corner of said GM Drill Site Gas Well Permit tract bears North $85^{\circ} 27' 23''$ East, 61.73 feet;

THENCE South $80^{\circ} 22' 56''$ East, departing said GM Drill Site Gas Well Permit tract, a distance of 223.89 feet to a $\frac{1}{2}$ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE South a distance of 521.51 feet to a $\frac{1}{2}$ inch iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE West, passing the northeast corner of the existing Body Shop Building at a distance of 170.00 feet, continuing with the north line of said Body Shop Building a total distance of 725.40 to the northwest corner of said Body Shop Building;

THENCE South, a distance of 250.00 with the west line of said Body Shop Building to the northeast corner of the Body Shop Building Addition (currently under construction);

THENCE West, departing said Body Shop Building and with the north line of said Body Shop Building Addition, passing at a distance of 150.00 feet the northwest corner of said Body Shop Building Addition, continuing for a total distance of 380.00 feet to the Point of Beginning and containing 13.6307 acres (593,753 square feet) of land, more or less.

Exhibit "B"

Map

Exhibit "E"

Fee Wavier

The waiver of CITY fees associated with the construction of the 225,000-300,000 sq. ft. stamping plant addition. This waiver may include the following fees:

- Building Permit Application
- Plan Review
- Landscape Plan Review
- Substitute Landscape Plan
- Amended Plat Application
- Early Grading Release
- Sign Permit
- Amended Plat Application
- Fire Department Permit/Inspection
- Sanitary Sewer Front Footage*
- Water Tap*
- Sewer Tap*

*Only charged if an additional tap is necessary.

Ordinance No. 15-016

An ordinance establishing Reinvestment Zone Number Forty-Two; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain strategic priority area within its jurisdiction by the establishment of Reinvestment Zone Number Forty-Two for commercial-industrial 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 March 17, 2015, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Two; and

WHEREAS, on April 14, 2015, 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-Two, 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, 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; **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.

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-Two 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-Two 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-Two 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-Two 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.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Two 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-Two of the City of Arlington, Texas.

4.

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

5.

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.

6.

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.

7.

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.

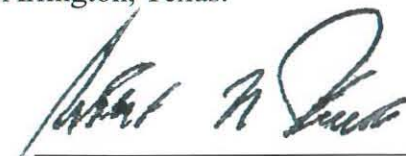
8.

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.

9.

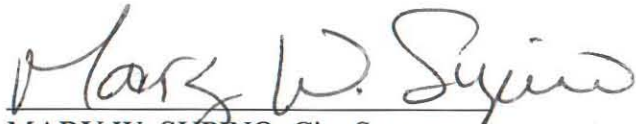
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 14th day of April, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 28th day of April, 2015, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY

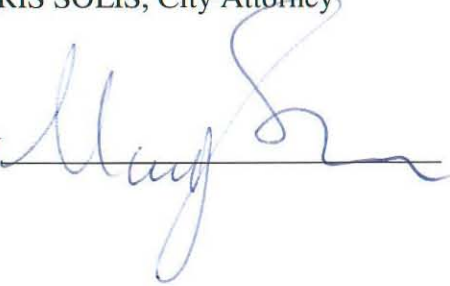


Exhibit "A"

Legal Property Description

BEING a 205.699 acre portion of that certain called 248.984 acre lot, tract or parcel of land lying and being situated in the Mahalda Harris Survey, Abstract No. 704, in the City of Arlington, Tarrant County, Texas, and being Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records, Tarrant County, Texas (PRTCT), SAVE and EXCEPT all that certain lot, tract or parcel of land conveyed by Special Warranty Deed from General Motors Corporation, a Delaware corporation, to the City of Arlington, a municipal corporation, dated December 03, 1999, filed December 09, 1999, as recorded in Volume 14133, Page 306, Real Property Records, Tarrant County, Texas (RPRTCT), and being a portion of that certain tract of land described in Deed without Warranty from General Motors Corporation, a Delaware corporation, to General Motors Company, a Delaware corporation, as recorded in Instrument No. D209231978, said RPRTCT, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the most southerly southwest corner of said Lot 1-A, same being the southeast corner of Harris Acres, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-32, Page 34, said PRTCT, same being in the north right-of-way line of Abram Street (a 100' right-of-way at this point);

THENCE South 89 deg. 55 min. 00 sec. East, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 165.76 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE North 00 deg. 05 min. 05 sec. East, through the interior of said Lot 1-A, a distance of 2556.81 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1-A, same being in the south right-of-way line of Union Pacific Railroad (a variable width right-of-way), same being in a non-tangent curve to the right having a radius of 2,753.12 feet, and a delta angle of 15 deg. 22 min. 13 sec.;

THENCE along the common line of said Lot 1-A and the south right-of-way line of said Union Pacific Railroad as follows:

In a northeasterly direction, and along said non-tangent curve to the right, an arc distance of 738.55 feet, and a chord bearing and distance of North 82 deg. 04 min. 26 sec. East, 736.34 feet to a point for the end of said curve;

South 89 deg. 46 min. 55 sec. East, a distance of 2,100.00 feet to a point for the beginning of a curve to the right having a radius of 4,288.82 feet, and a delta angle of 05 deg. 15 min. 30 sec.;

In a southeasterly direction, and along said curve to the right, an arc distance of 393.61 feet, and a chord bearing and distance of South 87 deg. 09 min. 10 sec. East, 393.47 feet to a point;

South 84 deg. 32 min. 55 sec. East, a distance of 93.30 feet to a point;

South 03 deg. 33 min. 05 sec. West, a distance of 20.10 feet to a point;

South 89 deg. 24 min. 55 sec. East, a distance of 50.20 feet to a point;

South 87 deg. 06 min. 55 sec. East, a distance of 44.93 feet to a point for the northeast corner of the herein described tract;

THENCE South 00 deg. 05 min. 05 sec. West, through the interior of said Lot 1-A, a distance of 2432.09 feet to a point for the southeast corner of the herein described tract, same being in the south line of said Lot 1-A, same being in the north right-of-way line of aforesaid Abram Street, same being in the north side of a corner clip at the intersection of the west right-of-way line of said State Highway 360 with the north right-of-way line of said Abram Street, said corner being the most easterly southeast corner of said Lot 1-A, same being the beginning of a non-tangent curve to the right having a radius of 250.00 feet, and a delta angle of 56 deg. 45 min. 52 sec.;

THENCE along said corner clip as follows:

South 71 deg 52 min. 05 sec. West, a distance of 149.84 feet to a point for the beginning of a curve to the right having a radius of 1,422.40 feet, and a delta angle of 09 deg. 24 min. 38 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of 233.62 feet, and a chord bearing and distance of South 76 deg. 34 min. 46 sec. West, 233.36 feet to point;

South 81 deg. 17 min. 05 sec. West, a distance of 242.01 feet to a point for the beginning of a curve to the right having a radius of 2,810.79 feet, and a delta angle of 06 deg. 43 min. 30 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of South 85 deg. 11 min. 52 sec. West, 329.72 feet to a 'Y' cut found in concrete;

South 88 deg. 33 min. 37 sec. West, a distance of 208.92 feet to a point for the west end of said corner clip;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 1,972.20 feet to a point for the southeast end of aforesaid SAVE & EXCEPT parcel to the City of Arlington;

THENCE along said City of Arlington tract as follows:

North 84 deg. 40 min. 50 sec. West, a distance of 109.58 feet to a point;

North 89 deg. 55 min. 00 sec. West, a distance of 126.26 feet to a point;

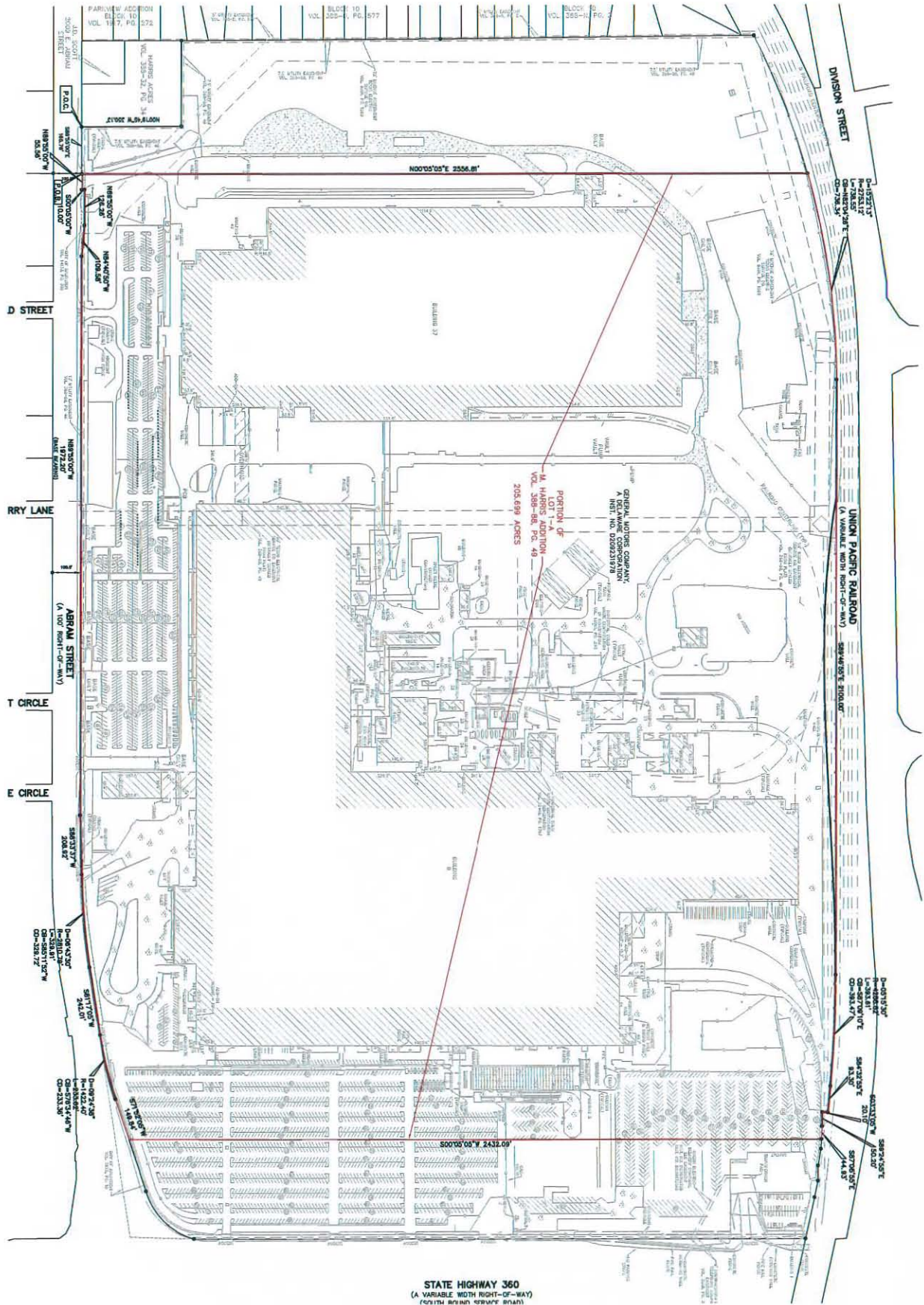
South 00 deg. 05 min. 00 sec. West, a distance of 10.00 feet to a point for the southwest corner of said City of Arlington tract, same being in the original south line of said Lot 1-A;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 55.56 feet to the POINT OF BEGINNING and containing 205.699 acres of computed land, more or less.

The foregoing legal description was created using record documents, plats, deeds, and other recorded matters of record. This is not intended for legal subdivision or title purposes. No field work was completed in creating this legal description.

Exhibit “B”

Map



STATE HIGHWAY 360
 (A VARIABLE WIDTH RIGHT-OF-WAY)
 (North from street south)

and are in compliance with the Policy Statement for Tax Abatement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable laws; 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 the Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and 380 fee waiver agreement for CITY fees; 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 Market Value” is defined as the value of Eligible Property on the Premises above the Base Year Value, as finally determined by the Tarrant Appraisal District.
- B. “Base Year Value” is defined as the tax year 2015 taxable value of OWNER’s existing real property improvements located on the Premises in Reinvestment Zone Number Forty-Two, on January 1, 2015. Such amount shall be \$57,227,020 for the purpose of this agreement (TAD Account Number: 01182080).
- C. “Eligible Property” is defined as taxable Real Property Improvements, more fully described in **Exhibit “A.”**
- D. “Job” is defined as a permanent, full-time employment position that results in actual employment on the Premises of at least 1,820 hours per position in a year; provided, however, that jobs requiring less than the specified hours may be aggregated to full-time equivalents with the aggregate considered to be full-time.
- E. “Premises” are defined as the real property, as described by metes and bounds in **Exhibit “B,”** which existed on January 1, 2015, within Reinvestment Zone Number Forty-Two, that is owned by and operated by OWNER.
- F. “Real Property Improvements” are defined as improvements to the Premises, more fully described in **Exhibit “A”**, and shall include buildings, structures, or fixtures erected or affixed to the Premises.

- G. “Reinvestment Zone Number Forty Two” is defined as the zone comprising the real property located in the City of Arlington described by City of Arlington in Ordinance No. 15-016 (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 in Reinvestment Zone Number Forty Two.
- D. All exhibits attached hereto are incorporated herein for all purposes.

III.
Improvement Conditions and Requirements

In order to receive and keep the incentives and benefits described in this Agreement, the following must occur.

- A. OWNER shall improve the Premises by completing the Eligible Property described in **Exhibit “A”** no later than January 1, 2020.
- B. OWNER shall continue to use the Premises as a vehicle assembly plant and related activities for the term of this Agreement.
- C. OWNER’s completion of the Eligible Property described in **Exhibit “A”** of this Agreement must result in Added Market Value for Real Property Improvements of not less than \$5,000,000 not later than January 1, 2018 and result in additional Added Market Value of not less than \$11,000,000 not later than January 1, 2020, for a total cumulative Added Market Value of \$16,000,000 not later than January 1, 2020.
- D. OWNER shall create and retain at least 589 new Jobs not later than January 1, 2019 for a total of 3,179 Jobs at the Premises. Five-Hundred Eighty-Nine (589) new Jobs shall be created and retained on the Premises for the remaining term of this Agreement in order to receive the highest percentage of abatement. If the number of new Jobs created and/or maintained on the Premises is less than 589 in any given year a reduced percentage of abatement will be provided by the CITY as detailed in subsection IV (B) below.

- E. Once completed, OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit "A"** for the remaining term of this Agreement, except for any casualty, condemnation or the replacement, disposal or obsolescence of any Eligible Property in the ordinary course of business.
- F. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- G. OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Eligible Property. OWNER further covenants and agrees that it will cause the Eligible Property to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.
- H. The Premises and all Eligible Property must conform to all applicable state and federal laws and regulations related to air pollution and air quality.
- I. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located with the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal. Nor shall OWNER fail to render for taxation any property owned by OWNER and located within the City of Arlington, unless such property is exempt from taxation pursuant to applicable law.
- J. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(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 1324a(f), OWNER shall repay to the CITY the full amount of the taxes abated or grant payment(s) made under sections IV and V of this Agreement, plus 10% per annum from the date the grant payment(s) 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 or entity with whom OWNER contracts.

IV.

Abatement Allowed

- A. If the Improvement Conditions and Requirements set forth in Section III are met, CITY agrees to exempt from taxation eighty percent (80%) of the Added Market Value of the Eligible Property. The abatement shall be for a period as follows, from the tax year beginning January 1, 2018 through and including the tax year beginning January 1, 2027.

- B. If OWNER meets all the requirements of section III above, except OWNER fails to maintain the Job requirements set forth in section III (D) above, then OWNER will be eligible for a tax abatement as follows:
1. Tax abatement of 75% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 569 Jobs are created and retained for a total of 3,159 Jobs.
 2. Tax abatement of 70% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 549 Jobs are created and retained for a total of 3,139 Jobs.
 3. Tax Abatement of 65% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 529 Jobs are created and retained for a total of 3,119 Jobs.
 4. Tax Abatement of 60% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 2,590 total Jobs are retained.
 5. Tax Abatement of 50% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 1,800 total Jobs are retained.
- C. Any value added to the Premises or located within Reinvestment Zone Number Forty-Two and not contained or described in **Exhibit "A"** and to the extent not covered by a previous abatement agreement or other exemptions shall be fully taxable in accordance with the Texas Property Tax Code.

V.
Fee Waiver

In exchange for OWNER's completion of the Eligible Property in accordance with this Agreement, CITY shall provide the following incentive:

CITY agrees to waive the following fees related to the Eligible Property: building permit application fee, plan review fee, landscape plan review fee, substitute landscape plan fee, amended plat application fee, early grading release fee, sign permit fee, fire permit and inspection fee, park fees and front footage fees. CITY also agrees to provide an exemption from roadway impact fees associated with the Eligible Property. Pursuant to section 1.20 of the Impact Fee Chapter in the Arlington Code of Ordinances, the CITY finds that granting such exemption from roadway impact fees will implement the CITY's economic development strategy.

VI.
Reports, Audits, and Inspections

- A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of this Agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:
1. 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 15. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by the tax abatement agreement. CITY shall provide such form to OWNER no later than March 10 of each year.
 2. Eligible Property Reports -- At a minimum, OWNER shall make available on request the following information annually on all Eligible Property for which OWNER seeks tax abatement:
 - a. Property description;
 - b. Asset number;
 - c. Payment date for property located on Premises; and
 - d. Cost.
 3. Eligible Property Reports for Projects in Progress -- For projects in progress for which fixed asset numbers have not been assigned, the Eligible Property report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:
 - a. Description of materials, machinery and equipment;
 - b. Vendor name, invoice date, invoice number and invoice amount; and
 - c. Payment date for property located on Premises.
 4. Reports on Equipment Replaced or Removed -- Additionally, OWNER agrees to provide CITY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:

- a. Property description;
 - b. Asset number; and
 - c. Approximate date of disposal.
5. Report Upon Project Completion -- Within 180 days of completion of the Eligible Property, OWNER shall provide CITY with a final Eligible Property Report that shall describe all Eligible Property for which the OWNER is granted tax abatement. This report shall be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.
6. Additional Reports -- 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, no more than once per calendar year (unless OWNER is in default beyond any applicable notice to cure period hereunder) to audit the books and records related to the Eligible Property and supporting the Eligible Property reports in OWNER's headquarters, Detroit, Michigan. CITY shall notify OWNER at least five (5) business days 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 commercially 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.

VII. **Use of Premises**

The Premises at all times shall be used in a manner that is consistent with the CITY's zoning ordinances and consistent with the general purpose of encouraging development within the City of Arlington, Texas.

VIII.
Breach and Recapture

- A. Breach - A breach of this Agreement, which is not cured within the time period provided for after OWNER's receipt of written notice of such default from the CITY may result in termination or modification of this Agreement and recapture by CITY of taxes or fees which otherwise would have been paid, since the execution of this Agreement, to CITY without the benefit of the abatement or fee waiver, as set forth in Sections IV and V. 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. Penalty and interest on recaptured fees will be charged at the statutory rate allowed by law. The following conditions shall constitute a breach of this Agreement:

OWNER fails to meet the Conditions and Requirements as specified in Sections III of this Agreement, except Subsection III (D).

- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to cure such breach, or this Agreement may be terminated by CITY, and recapture of abated taxes or fees may occur; provided, however, that if a breach cannot be reasonably cured within such 60-day period then OWNER shall have an additional 60 days so long as OWNER has promptly commenced and is diligently pursuing a cure to completion. Notice of breach shall be in writing and shall be delivered by reputable overnight courier or certified mail to OWNER at its address provided in Section X of this Agreement.
- C. Recapture - During the first five (5) years of the abatement provided for in this Agreement, should OWNER commit a breach of this Agreement according to, and OWNER does not cure as provided in VIII (B) above during the cure period, CITY may terminate this Agreement and recapture all taxes and fees under this Agreement up to the time of breach. During year six (6) through year ten (10) of the abatement provided for in this Agreement should OWNER commit a breach of this Agreement, and OWNER does not cure as provided in VIII (B) above during the cure period, CITY may terminate this Agreement and recapture taxes abated for the calendar year during which the breach is occurred. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes and/or waived fees and to demand payment of such. Taxes and/or fees shall become due 60 days following receipt of such demand.

The CITY's right to require recapture and demand payment of abated taxes and/or waived fees and OWNER's obligation to repay such shall survive the termination of 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 provision of the Code. For purposes of this Subsection, “property” refers to the Premises and Eligible Property described herein.

IX.
Effect of Sale or Lease of Property

This Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Properties unless such assignment is to an affiliate of OWNER that will operate the Premises or is approved in writing by the CITY, which shall not be unreasonably denied, conditioned or delayed.

X.
Notice

Notices required to be given to any party to this Agreement shall be delivered by regular U.S. Mail or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and shall be deemed delivered as of the date deposited in the United States Mail:

OWNER: General Motors LLC
 Attn: Finance Manager
 2525 E. Abram Street
 Arlington, Texas 76010-1346

 General Motors Company - Tax Staff
 Attn: Mr. Troy Kennedy
 Mail Code: 482-C16-B16
 P.O. Box 300
 Detroit, Michigan 48265

CITY: City of Arlington
 City Manager’s Office
 M/S 01-0300
 P.O. Box 90231
 Arlington, Texas 76004-3231

XI.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Tax Abatement and 380 Fee Waiver Agreement on behalf of the CITY.

XII.
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.

XIII.
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 breach (or if breach exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the fee waiver in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XIV.
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.

XV.
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.

XVI.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in breach 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.

XVII.
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.

XVIII.
Recordation of Agreement

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

XIX.
**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 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.

XX.
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.

XXI.
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, conditioned or delayed. Notwithstanding the foregoing, the OWNER may assign this Agreement to any entity which is an affiliate of OWNER, without the consent of the CITY, in which case the benefits and obligations under this Agreement shall apply to the property and premises owned by such assignee. For purposes of this section, an affiliate shall mean any entity which is related to OWNER through direct common ownership or control.

XXII.
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.

XXIII.
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.

XXIV.
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 (other than as specifically set forth herein with respect to assignment of this Agreement by OWNER to an affiliate of OWNER), 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.

XXV.
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.

XXVI.
Termination

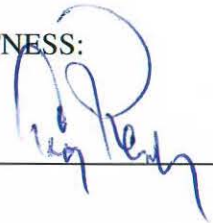
This Agreement shall terminate, in accordance with the terms of this Agreement; provided however, that the period of abatement may not extend beyond ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 29th day of May, 2015.

GENERAL MOTORS LLC

BY 
Signature
VICTORIA McINNIS
Type or Printed Name
VICE PRESIDENT TAX & AUDIT
Type or Printed Title

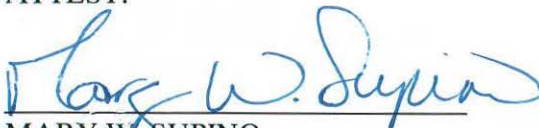
WITNESS:



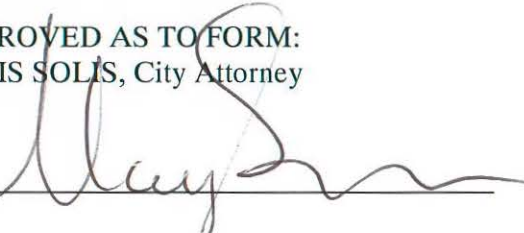
CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager

ATTEST:


MARY W. SUPINO,
City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF §
§
COUNTY OF §

GENERAL MOTORS LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan, on this day personally appeared Victoria Nelson, known to me 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 **GENERAL MOTORS 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 18th day of May, 2015.

SHERRY G. SUTTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 3, 2015
ACTING IN COUNTY OF _____

Sherry G. Sutton
Notary Public in and for
The State of Michigan

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**, a municipal corporation of Tarrant County, Texas, and as the **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 29th day of May, 2015.

7/1/18
My Commission Expires _____

Ann Cheryl Riney
Notary Public in and for
The State of Texas
ANN CHERYL RINEY
Notary's Printed Name _____

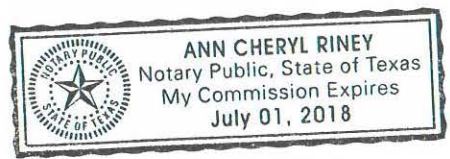


Exhibit "B"

(Legal Description of Premises)

BEING a 205.699 acre portion of that certain called 248.984 acre lot, tract or parcel of land lying and being situated in the Mahalda Harris Survey, Abstract No. 704, in the City of Arlington, Tarrant County, Texas, and being Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records, Tarrant County, Texas (PRTCT), SAVE and EXCEPT all that certain lot, tract or parcel of land conveyed by Special Warranty Deed from General Motors Corporation, a Delaware corporation, to the City of Arlington, a municipal corporation, dated December 03, 1999, filed December 09, 1999, as recorded in Volume 14133, Page 306, Real Property Records, Tarrant County, Texas (RPRTCT), and being a portion of that certain tract of land described in Deed without Warranty from General Motors Corporation, a Delaware corporation, to General Motors Company, a Delaware corporation, as recorded in Instrument No. D209231978, said RPRTCT, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the most southerly southwest corner of said Lot 1-A, same being the southeast corner of Harris Acres, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-32, Page 34, said PRTCT, same being in the north right-of-way line of Abram Street (a 100' right-of-way at this point);

THENCE South 89 deg. 55 min. 00 sec. East, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 165.76 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE North 00 deg. 05 min. 05 sec. East, through the interior of said Lot 1-A, a distance of 2556.81 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1-A, same being in the south right-of-way line of Union Pacific Railroad (a variable width right-of-way), same being in a non-tangent curve to the right having a radius of 2,753.12 feet, and a delta angle of 15 deg. 22 min. 13 sec.;

THENCE along the common line of said Lot 1-A and the south right-of-way line of said Union Pacific Railroad as follows:

In a northeasterly direction, and along said non-tangent curve to the right, an arc distance of 738.55 feet, and a chord bearing and distance of North 82 deg. 04 min. 26 sec. East, 736.34 feet to a point for the end of said curve;

South 89 deg. 46 min. 55 sec. East, a distance of 2,100.00 feet to a point for the beginning of a curve to the right having a radius of 4,288.82 feet, and a delta angle of 05 deg. 15 min. 30 sec.;

In a southeasterly direction, and along said curve to the right, an arc distance of 393.61 feet, and a chord bearing and distance of South 87 deg. 09 min. 10 sec. East, 393.47 feet to a point;

South 84 deg. 32 min. 55 sec. East, a distance of 93.30 feet to a point;

South 03 deg. 33 min. 05 sec. West, a distance of 20.10 feet to a point;

South 89 deg. 24 min. 55 sec. East, a distance of 50.20 feet to a point;

South 87 deg. 06 min. 55 sec. East, a distance of 44.93 feet to a point for the northeast corner of the herein described tract;

THENCE South 00 deg. 05 min. 05 sec. West, through the interior of said Lot 1-A, a distance of 2432.09 feet to a point for the southeast corner of the herein described tract, same being in the south line of said Lot 1-A, same being in the north right-of-way line of aforesaid Abram Street, same being in the north side of a corner clip at the intersection of the west right-of-way line of said State Highway 360 with the north right-of-way line of said Abram Street, said corner being the most easterly southeast corner of said Lot 1-A, same being the beginning of a non-tangent curve to the right having a radius of 250.00 feet, and a delta angle of 56 deg. 45 min. 52 sec.;

THENCE along said corner clip as follows:

South 71 deg 52 min. 05 sec. West, a distance of 149.84 feet to a point for the beginning of a curve to the right having a radius of 1,422.40 feet, and a delta angle of 09 deg. 24 min. 38 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of 233.62 feet, and a chord bearing and distance of South 76 deg. 34 min. 46 sec. West, 233.36 feet to point;

South 81 deg. 17 min. 05 sec. West, a distance of 242.01 feet to a point for the beginning of a curve to the right having a radius of 2,810.79 feet, and a delta angle of 06 deg. 43 min. 30 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of South 85 deg. 11 min. 52 sec. West, 329.72 feet to a 'Y' cut found in concrete;

South 88 deg. 33 min. 37 sec. West, a distance of 208.92 feet to a point for the west end of said corner clip;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 1,972.20 feet to a point for the southeast end of aforesaid SAVE & EXCEPT parcel to the City of Arlington;

THENCE along said City of Arlington tract as follows:

North 84 deg. 40 min. 50 sec. West, a distance of 109.58 feet to a point;

North 89 deg. 55 min. 00 sec. West, a distance of 126.26 feet to a point;

South 00 deg. 05 min. 00 sec. West, a distance of 10.00 feet to a point for the southwest corner of said City of Arlington tract, same being in the original south line of said Lot 1-A;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 55.56 feet to the POINT OF BEGINNING and containing 205.699 acres of computed land, more or less.

The foregoing legal description was created using record documents, plats, deeds, and other recorded matters of record. This is not intended for legal subdivision or title purposes. No field work was completed in creating this legal description.

Exhibit "C"

(Ordinance #15-016 creating Reinvestment Zone Number Forty-Two)

Ordinance No. 15-016

An ordinance establishing Reinvestment Zone Number Forty-Two; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

- WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain strategic priority area within its jurisdiction by the establishment of Reinvestment Zone Number Forty-Two for commercial-industrial 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 March 17, 2015, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Two; and
- WHEREAS, on April 14, 2015, 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-Two, 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, 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; 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.

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-Two 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-Two 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-Two 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-Two 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.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Two 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-Two of the City of Arlington, Texas.

4.

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

5.

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.

6.

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.

7.

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.

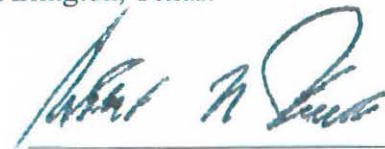
8.

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.

9.

This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 14th day of April, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 28th day of April, 2015, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

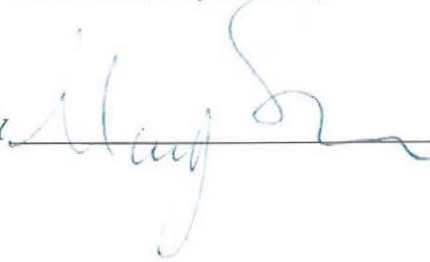
BY 

Exhibit "A"

Legal Property Description

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THENCE South 89 deg. 55 min. 00 sec. East, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 165.76 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

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THENCE along said City of Arlington tract as follows:

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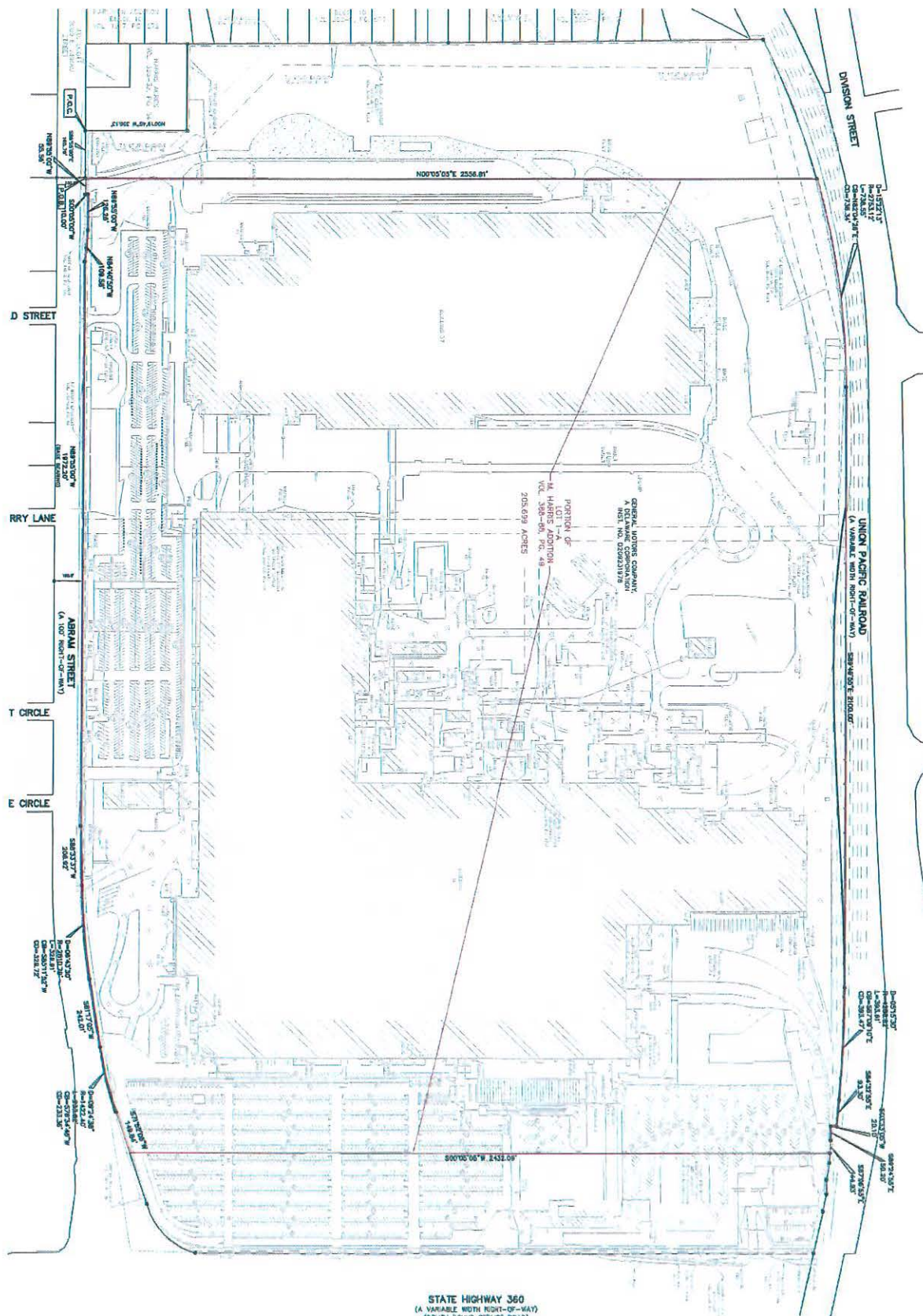
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The foregoing legal description was created using record documents, plats, deeds, and other recorded matters of record. This is not intended for legal subdivision or title purposes. No field work was completed in creating this legal description.

Exhibit "B"

Map



STATE HIGHWAY 360
 (A VARIABLE WIDTH RIGHT-OF-WAY)
 (SEE THE ATTACHED RECORD MAPS)

THE STATE OF TEXAS §
 § **TAX ABATEMENT AND**
 COUNTY OF TARRANT § **380 FEE WAIVER AGREEMENT**

THIS AGREEMENT is executed by and between **GENERAL MOTORS LLC**, an entity authorized to do business in Texas (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 retooling of its existing vehicle assembly plant and new additions would promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as “PROGRAM”); and

WHEREAS, the CITY has determined that the PROGRAM authorized by Resolution No. 15-090 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 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 the law, has adopted a Policy Statement for Tax Abatement; and

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

WHEREAS, the City Council passed Ordinance No. 15-016 establishing Reinvestment Zone Number Forty-Two in the City of Arlington, Texas, being a commercial-industrial reinvestment zone for tax abatement as authorized by TEX. TAX CODE ANN. Chapter 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-Two, and are in compliance with the Policy Statement for Tax Abatement and

the Ordinance and similar guidelines and criteria adopted by CITY and all applicable laws; 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 the Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and 380 fee waiver agreement for CITY fees; 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 Market Value” is defined as the value of Eligible Property on the Premises above the Base Year Value, as finally determined by the Tarrant Appraisal District.
- B. “Base Year Value” is defined as the tax year 2015 taxable value of OWNER’s business personal property located on the Premises in Reinvestment Zone Number Forty-Two, on January 1, 2015, and presumed to be \$0 for purpose of this Agreement.
- C. “Business Personal Property Improvements” are defined as tangible personal property (except inventory and supplies) delivered to, installed or located on the Premises between January 1, 2016 and December 31, 2020.
- D. “Eligible Property” is defined as taxable Business Personal Property Improvements, more fully described in **Exhibit “A.”**
- E. “Job” is defined as a permanent, full-time employment position that results in actual employment on the Premises of at least 1,820 hours per position in a year provided, however, that jobs requiring less than the specified hours may be aggregated to full-time equivalents with the aggregate considered to be full-time.
- F. “Premises” are defined as the real property, as described by metes and bounds in **Exhibit “B,”** which existed on January 1, 2015, within Reinvestment Zone Number Forty-Two, that is owned by and operated by OWNER.

- G. “Reinvestment Zone Number Forty Two” is defined as the zone comprising the real property located in the City of Arlington described by City of Arlington in Ordinance No. 15-016 (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 in Reinvestment Zone Number Forty Two.
- D. All exhibits attached hereto are incorporated herein for all purposes.

III.

Improvement Conditions and Requirements

In order to receive and keep the incentives and benefits described in this Agreement, the following must occur.

- A. OWNER shall improve the Premises by acquiring or completing the Eligible Property described in **Exhibit “A”** no later than December 31, 2020.
- B. OWNER shall continue to use the Premises as a vehicle assembly plant and related activities for the term of this Agreement.
- C. OWNER’s acquisition or completion of the Eligible Property described in **Exhibit “A”** of this Agreement must result in Added Market Value for Business Personal Property Improvements of not less than \$5,000,000 not later than January 1, 2017 and result in additional Added Market Value of not less than \$115,000,000 not later than January 1, 2019, for a total cumulative value of \$120,000,000 not later than January 1, 2019. The cumulative value shall be calculated by adding each tax years’ first year acquisitions (acquired in 2016 through 2018) multiplied by the applicable Tarrant Appraisal District multiplier. (Example: machinery and equipment acquired in 2016 through 2018 multiplied by the applicable Tarrant Appraisal District multiplier, the process would be repeated for each other class of personal property and added together in total for the applicable tax years to meet \$120,000,000.)
- D. OWNER shall create and retain at least 589 new Jobs not later than January 1, 2019 for a total of 3,179 Jobs at the Premises. Five-Hundred Eighty-Nine (589) new Jobs shall be created and retained on the Premises for the remaining term of

this Agreement in order to receive the highest percentage of abatement. If the number of new Jobs created and/or maintained on the Premises is less than 589 in any given year a reduced percentage of abatement will be provided by the CITY as detailed in subsection IV (B) below.

- E. Once completed, OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit "A"** for the remaining term of this Agreement, except for any casualty, condemnation or the replacement, disposal or obsolescence of any Eligible Property in the ordinary course of business.
- F. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- G. OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Eligible Property. OWNER further covenants and agrees that it will cause the Eligible Property to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.
- H. The Premises and all Eligible Property must conform in all material respects to all applicable state and federal laws and regulations related to air pollution and air quality.
- I. 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, as such date is generally extended to allow for any appeal. Nor shall OWNER fail to render for taxation any property owned by OWNER and located within the City of Arlington, unless such property is exempt from taxation pursuant to applicable law.
- J. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(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 1324a(f), OWNER shall repay to the CITY the full amount of the taxes abated or grant payment(s) made under sections IV and V of this Agreement, plus 10% per annum from the date the grant payment(s) 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 or entity with whom OWNER contracts.

IV.
Abatement Allowed

- A. If the Improvement Conditions and Requirements set forth in Section III are met, CITY agrees to exempt from taxation eighty percent (80%) of the Added Market Value of the Eligible Property. The abatement shall be for a period as follows, from the tax year beginning January 1, 2017 through and including the tax year beginning January 1, 2026.
- B. If OWNER meets all the requirements of section III above, except OWNER fails to maintain the Job requirements set forth in section III (D) above, then OWNER will be eligible for a tax abatement as follows:
1. Tax abatement of 75% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 569 Jobs are created and retained for a total of 3,159 Jobs.
 2. Tax abatement of 70% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 549 Jobs are created and retained for a total of 3,139 Jobs.
 3. Tax Abatement of 65% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 529 Jobs are created and retained for a total of 3,119 Jobs.
 4. Tax Abatement of 60% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 2,590 total Jobs are retained.
 5. Tax Abatement of 50% of the Added Taxable Value of the Eligible Property for a period of ten (10) years if a minimum of 1,800 total Jobs are retained.
- C. Any value added to the Premises or located within Reinvestment Zone Number Forty-Two and not contained or described in **Exhibit "A"** and to the extent not covered by a previous abatement agreement or other exemptions shall be fully taxable in accordance with the Texas Property Tax Code.

V.
Fee Waiver

In exchange for OWNER's completion of the Eligible Property in accordance with this Agreement, CITY shall provide the following incentive:

CITY agrees to waive the following fees related to the Eligible Property: building permit application fee, plan review fee, landscape plan review fee, substitute landscape

plan fee, amended plat application fee, early grading release fee, sign permit fee, fire permit and inspection fee, park fees and front footage fees. CITY agrees to provide an exemption from roadway impact fees associated with the Eligible Property. Pursuant to section 1.20 of the Impact Fee Chapter in the Arlington Code of Ordinances, the CITY finds that granting such exemption from roadway impact fees will implement the CITY's economic development strategy.

VI.

Reports, Audits, and Inspections

- A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of this Agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:
1. 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 15. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by the tax abatement agreement. CITY shall provide such form to OWNER no later than March 10 of each year.
 2. Eligible Property Reports -- At a minimum, OWNER shall make available on request the following information annually on all Eligible Property for which OWNER seeks tax abatement:
 - a. Property description;
 - b. Asset number;
 - c. Payment date for property located on Premises; and
 - d. Cost.
 3. Eligible Property Reports for Projects in Progress -- For projects in progress for which fixed asset numbers have not been assigned, the Eligible Property report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:
 - a. Description of materials, machinery and equipment;
 - b. Vendor name, invoice date, invoice number and invoice amount; and

- c. Payment date for property located on Premises.
 4. Reports on Equipment Replaced or Removed -- Additionally, OWNER agrees to provide CITY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:
 - a. Property description;
 - b. Asset number; and
 - c. Approximate date of disposal.
 5. Report Upon Project Completion -- Within 180 days of acquisition or completion of the Eligible Property, OWNER shall provide CITY with a final Eligible Property Report that shall describe all Eligible Property for which the OWNER is granted tax abatement. This report shall be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.
 6. Additional Reports -- 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, no more than once per calendar year (unless OWNER is in default beyond any applicable notice and cure period hereunder) to audit the books and records related to the Eligible Property and supporting the Eligible Property reports in OWNER's headquarters, Detroit, Michigan. CITY shall notify OWNER at least five (5) business days 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 commercially 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.

VII.
Use of Premises

The Premises at all times shall be used in a manner that is consistent with the CITY's zoning ordinances and consistent with the general purpose of encouraging development within the City of Arlington, Texas.

VIII.
Breach and Recapture

- A. Breach - A breach of this Agreement, which is not cured within the time period provided for after OWNER's receipt of written notice of such default from the City, may result in termination or modification of this Agreement and recapture by CITY of taxes or fees which otherwise would have been paid, since the execution of this Agreement, to CITY without the benefit of the abatement or fee waiver, as set forth in Sections IV and V. 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. Penalty and interest on recaptured fees will be charged at the statutory rate allowed by law. The following conditions shall constitute a breach of this Agreement:

OWNER fails to meet the Conditions and Requirements as specified in Sections III of this Agreement, except Subsection III (D).

- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to cure such breach, or this Agreement may be terminated by CITY, and recapture of abated taxes or fees may occur; provided, however, that if a breach cannot be reasonably cured within such 60-day period then OWNER shall have an additional 60 days so long as OWNER has promptly commenced and is diligently pursuing a cure to completion. Notice of breach shall be in writing and shall be delivered by reputable overnight courier or certified mail to OWNER at its address provided in Section X of this Agreement.
- C. Recapture - During the first five (5) years of the abatement provided for in this Agreement, should OWNER commit a breach of this Agreement according to, and OWNER does not cure as provided in VIII (B) above during the cure period, CITY may terminate this Agreement and recapture all taxes and fees under this Agreement up to the time of breach. During year six (6) through year ten (10) of the abatement provided for in this Agreement should OWNER commit a breach of this Agreement, and OWNER does not cure as provided in VIII (B) above during the cure period, CITY may terminate this Agreement and recapture taxes abated for the calendar year during which the breach is occurred. It shall be the duty of CITY to determine whether to require recapture and payment of abated

taxes and/or waived fees and to demand payment of such. Taxes and/or fees shall become due 60 days following receipt of such demand.

The CITY's right to require recapture and demand payment of abated taxes and/or waived fees and OWNER's obligation to repay such shall survive the termination of 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 provision of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

IX.

Effect of Sale or Lease of Property

This Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises or Eligible Properties unless such assignment is to an affiliate of OWNER that will operate the Premises or is approved in writing by the CITY, which shall not be unreasonably denied, conditioned, or delayed.

X.

Notice

Notices required to be given to any party to this Agreement shall be delivered by regular U.S. Mail or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and shall be deemed delivered as of the date deposited in the United States Mail:

OWNER: General Motors LLC
Attn: Finance Manager
2525 E. Abram Street
Arlington, Texas 76010-1346

General Motors Company - Tax Staff
Attn: Mr. Troy Kennedy
Mail Code: 482-C16-B16
P.O. Box 300
Detroit, Michigan 48265

CITY: City of Arlington
City Manager's Office
M/S 01-0300
P.O. Box 90231
Arlington, Texas 76004-3231

XI.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Tax Abatement and 380 Fee Waiver Agreement on behalf of the CITY.

XII.
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.

XIII.
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 breach (or if breach exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the fee waiver in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XIV.
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.

XV.
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.

XVI.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in breach 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.

XVII.
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.

XVIII.
Recordation of Agreement

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

XIX.
**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 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.

XX.
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.

XXI.
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, conditioned or delayed. Notwithstanding the foregoing, the OWNER may assign this Agreement to any entity which is an affiliate of OWNER, without the consent of the CITY, in which case the benefits and obligations under this Agreement shall apply to the property and premises owned by such assignee. For purposes of this section, an affiliate shall mean any entity which is related to OWNER through direct common ownership or control.

XXII.
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.

XXIII.
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.

XXIV.
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 (other than as specifically set forth herein with respect to assignment of this Agreement by OWNER to an affiliate of OWNER) 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.

XXV.
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.

XXVI.
Termination

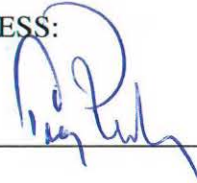
This Agreement shall terminate, in accordance with the terms of this Agreement; provided however, that the period of abatement may not extend beyond ten (10) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 29th day of May, 2015.

GENERAL MOTORS LLC

BY 
Signature
VICTORIA McINNIS
Type or Printed Name
VICEPRESIDENT, TAX & AUDIT
Type or Printed Title


WITNESS:



CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager

ATTEST:



Mary W. Supino

MARY W. SUPINO,
City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY

Teris Solis

THE STATE OF §
 §
COUNTY OF §

GENERAL MOTORS LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan, on this day personally appeared Victoria Molons, known to me 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 **GENERAL MOTORS 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 15th day of May, 2015.

SHERRY G. SUTTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 3, 2015
ACTING IN COUNTY OF

Sherry Sutton
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**, a municipal corporation of Tarrant County, Texas, and as the **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 29th day of May, 2015.

7/1/18
My Commission Expires

Ann Cheryl Riney
Notary Public in and for
The State of Texas
Ann Cheryl Riney
Notary's Printed Name

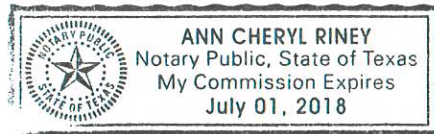


Exhibit "A"

(Description of Eligible Business Personal Property Improvements)

Press Shop

Dies and Die Storage for the Future Product

Body Shop

Building for M & E and Tooling to Manufacture the Future All New Product

Under Body System M & E and Tooling for the Future Product

Body Side System M & E and Tooling for the Future Product

Framing System M & E and Tooling for the Future Product

Closure Systems M & E and Tooling for the Future Product

Conveyors for all Systems Above

Infrastructure to Accommodate the Above Systems

Paint Shop

Building for M & E and Tooling to Manufacture the Future All New Product

Phosphate System M & E for the Future Product

Prime System M & E for the Future Product

Sealer System M & E for the Future Product

Conveyors for All Systems Above

General Assembly

Trim System M & E and Tooling for the Future Product

Chassis System M & E and Tooling for the Future Product

Final System M & E and Tooling for the Future Product

Facility & Infrastructure

Building Construction Requires New and Revised Infrastructure

Central Utilities Building and Equipment Complex

Reroute Utilities

Trestle for Conveyor Delivery to New Paint

Revise Roadways and Truck Gates

IT Infrastructure for New Buildings

Exhibit "B"

(Legal Description of Premises)

BEING a 205.699 acre portion of that certain called 248.984 acre lot, tract or parcel of land lying and being situated in the Mahalda Harris Survey, Abstract No. 704, in the City of Arlington, Tarrant County, Texas, and being Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records, Tarrant County, Texas (PRTCT), SAVE and EXCEPT all that certain lot, tract or parcel of land conveyed by Special Warranty Deed from General Motors Corporation, a Delaware corporation, to the City of Arlington, a municipal corporation, dated December 03, 1999, filed December 09, 1999, as recorded in Volume 14133, Page 306, Real Property Records, Tarrant County, Texas (RPRTCT), and being a portion of that certain tract of land described in Deed without Warranty from General Motors Corporation, a Delaware corporation, to General Motors Company, a Delaware corporation, as recorded in Instrument No. D209231978, said RPRTCT, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the most southerly southwest corner of said Lot 1-A, same being the southeast corner of Harris Acres, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-32, Page 34, said PRTCT, same being in the north right-of-way line of Abram Street (a 100' right-of-way at this point);

THENCE South 89 deg. 55 min. 00 sec. East, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 165.76 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE North 00 deg. 05 min. 05 sec. East, through the interior of said Lot 1-A, a distance of 2556.81 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1-A, same being in the south right-of-way line of Union Pacific Railroad (a variable width right-of-way), same being in a non-tangent curve to the right having a radius of 2,753.12 feet, and a delta angle of 15 deg. 22 min. 13 sec.;

THENCE along the common line of said Lot 1-A and the south right-of-way line of said Union Pacific Railroad as follows:

In a northeasterly direction, and along said non-tangent curve to the right, an arc distance of 738.55 feet, and a chord bearing and distance of North 82 deg. 04 min. 26 sec. East, 736.34 feet to a point for the end of said curve;

South 89 deg. 46 min. 55 sec. East, a distance of 2,100.00 feet to a point for the beginning of a curve to the right having a radius of 4,288.82 feet, and a delta angle of 05 deg. 15 min. 30 sec.;

In a southeasterly direction, and along said curve to the right, an arc distance of 393.61 feet, and a chord bearing and distance of South 87 deg. 09 min. 10 sec. East, 393.47 feet to a point;

South 84 deg. 32 min. 55 sec. East, a distance of 93.30 feet to a point;

South 03 deg. 33 min. 05 sec. West, a distance of 20.10 feet to a point;

South 89 deg. 24 min. 55 sec. East, a distance of 50.20 feet to a point;

South 87 deg. 06 min. 55 sec. East, a distance of 44.93 feet to a point for the northeast corner of the herein described tract;

THENCE South 00 deg. 05 min. 05 sec. West, through the interior of said Lot 1-A, a distance of 2432.09 feet to a point for the southeast corner of the herein described tract, same being in the south line of said Lot 1-A, same being in the north right-of-way line of aforesaid Abram Street, same being in the north side of a corner clip at the intersection of the west right-of-way line of said State Highway 360 with the north right-of-way line of said Abram Street, said corner being the most easterly southeast corner of said Lot 1-A, same being the beginning of a non-tangent curve to the right having a radius of 250.00 feet, and a delta angle of 56 deg. 45 min. 52 sec.;

THENCE along said corner clip as follows:

South 71 deg 52 min. 05 sec. West, a distance of 149.84 feet to a point for the beginning of a curve to the right having a radius of 1,422.40 feet, and a delta angle of 09 deg. 24 min. 38 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of 233.62 feet, and a chord bearing and distance of South 76 deg. 34 min. 46 sec. West, 233.36 feet to point;

South 81 deg. 17 min. 05 sec. West, a distance of 242.01 feet to a point for the beginning of a curve to the right having a radius of 2,810.79 feet, and a delta angle of 06 deg. 43 min. 30 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of South 85 deg. 11 min. 52 sec. West, 329.72 feet to a 'Y' cut found in concrete;

South 88 deg. 33 min. 37 sec. West, a distance of 208.92 feet to a point for the west end of said corner clip;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 1,972.20 feet to a point for the southeast end of aforesaid SAVE & EXCEPT parcel to the City of Arlington;

THENCE along said City of Arlington tract as follows:

North 84 deg. 40 min. 50 sec. West, a distance of 109.58 feet to a point;

North 89 deg. 55 min. 00 sec. West, a distance of 126.26 feet to a point;

South 00 deg. 05 min. 00 sec. West, a distance of 10.00 feet to a point for the southwest corner of said City of Arlington tract, same being in the original south line of said Lot 1-A;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 55.56 feet to the POINT OF BEGINNING and containing 205.699 acres of computed land, more or less.

The foregoing legal description was created using record documents, plats, deeds, and other recorded matters of record. This is not intended for legal subdivision or title purposes. No field work was completed in creating this legal description.

Exhibit "C"

(Ordinance #15-016 creating Reinvestment Zone Number Forty-Two)

Ordinance No. 15-016

An ordinance establishing Reinvestment Zone Number Forty-Two; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

- WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain strategic priority area within its jurisdiction by the establishment of Reinvestment Zone Number Forty-Two for commercial-industrial 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 March 17, 2015, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Two; and
- WHEREAS, on April 14, 2015, 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-Two, 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, 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; 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.

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-Two 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-Two 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-Two 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-Two 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.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Two 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-Two of the City of Arlington, Texas.

4.

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

5.

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.

6.

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.

7.

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.

8.

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.

9.

This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 14th day of April, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 28th day of April, 2015, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

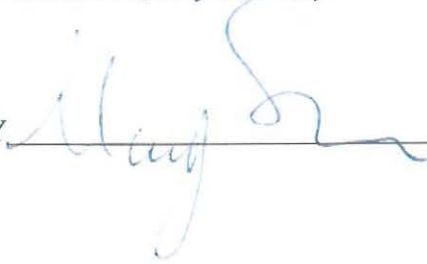
BY 

Exhibit "A"

Legal Property Description

BEING a 205.699 acre portion of that certain called 248.984 acre lot, tract or parcel of land lying and being situated in the Mahalda Harris Survey, Abstract No. 704, in the City of Arlington, Tarrant County, Texas, and being Lot 1-A, M. Harris Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-88, Page 49, Plat Records, Tarrant County, Texas (PRTCT), SAVE and EXCEPT all that certain lot, tract or parcel of land conveyed by Special Warranty Deed from General Motors Corporation, a Delaware corporation, to the City of Arlington, a municipal corporation, dated December 03, 1999, filed December 09, 1999, as recorded in Volume 14133, Page 306, Real Property Records, Tarrant County, Texas (RPRTCT), and being a portion of that certain tract of land described in Deed without Warranty from General Motors Corporation, a Delaware corporation, to General Motors Company, a Delaware corporation, as recorded in Instrument No. D209231978, said RPRTCT, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the most southerly southwest corner of said Lot 1-A, same being the southeast corner of Harris Acres, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-32, Page 34, said PRTCT, same being in the north right-of-way line of Abram Street (a 100' right-of-way at this point);

THENCE South 89 deg. 55 min. 00 sec. East, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 165.76 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE North 00 deg. 05 min. 05 sec. East, through the interior of said Lot 1-A, a distance of 2556.81 feet to a point for the northwest corner of the herein described tract, same being in the north line of said Lot 1-A, same being in the south right-of-way line of Union Pacific Railroad (a variable width right-of-way), same being in a non-tangent curve to the right having a radius of 2,753.12 feet, and a delta angle of 15 deg. 22 min. 13 sec.;

THENCE along the common line of said Lot 1-A and the south right-of-way line of said Union Pacific Railroad as follows:

In a northeasterly direction, and along said non-tangent curve to the right, an arc distance of 738.55 feet, and a chord bearing and distance of North 82 deg. 04 min. 26 sec. East, 736.34 feet to a point for the end of said curve;

South 89 deg. 46 min. 55 sec. East, a distance of 2,100.00 feet to a point for the beginning of a curve to the right having a radius of 4,288.82 feet, and a delta angle of 05 deg. 15 min. 30 sec.;

In a southeasterly direction, and along said curve to the right, an arc distance of 393.61 feet, and a chord bearing and distance of South 87 deg. 09 min. 10 sec. East, 393.47 feet to a point;

South 84 deg. 32 min. 55 sec. East, a distance of 93.30 feet to a point;

South 03 deg. 33 min. 05 sec. West, a distance of 20.10 feet to a point;

South 89 deg. 24 min. 55 sec. East, a distance of 50.20 feet to a point;

South 87 deg. 06 min. 55 sec. East, a distance of 44.93 feet to a point for the northeast corner of the herein described tract;

THENCE South 00 deg. 05 min. 05 sec. West, through the interior of said Lot 1-A, a distance of 2432.09 feet to a point for the southeast corner of the herein described tract, same being in the south line of said Lot 1-A, same being in the north right-of-way line of aforesaid Abram Street, same being in the north side of a corner clip at the intersection of the west right-of-way line of said State Highway 360 with the north right-of-way line of said Abram Street, said corner being the most easterly southeast corner of said Lot 1-A, same being the beginning of a non-tangent curve to the right having a radius of 250.00 feet, and a delta angle of 56 deg. 45 min. 52 sec.;

THENCE along said corner clip as follows:

South 71 deg 52 min. 05 sec. West, a distance of 149.84 feet to a point for the beginning of a curve to the right having a radius of 1,422.40 feet, and a delta angle of 09 deg. 24 min. 38 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of 233.62 feet, and a chord bearing and distance of South 76 deg. 34 min. 46 sec. West, 233.36 feet to point;

South 81 deg. 17 min. 05 sec. West, a distance of 242.01 feet to a point for the beginning of a curve to the right having a radius of 2,810.79 feet, and a delta angle of 06 deg. 43 min. 30 sec.;

In a southwesterly direction, and along said curve to the right, an arc distance of South 85 deg. 11 min. 52 sec. West, 329.72 feet to a 'Y' cut found in concrete;

South 88 deg. 33 min. 37 sec. West, a distance of 208.92 feet to a point for the west end of said corner clip;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 1,972.20 feet to a point for the southeast end of aforesaid SAVE & EXCEPT parcel to the City of Arlington;

THENCE along said City of Arlington tract as follows:

North 84 deg. 40 min. 50 sec. West, a distance of 109.58 feet to a point;

North 89 deg. 55 min. 00 sec. West, a distance of 126.26 feet to a point;

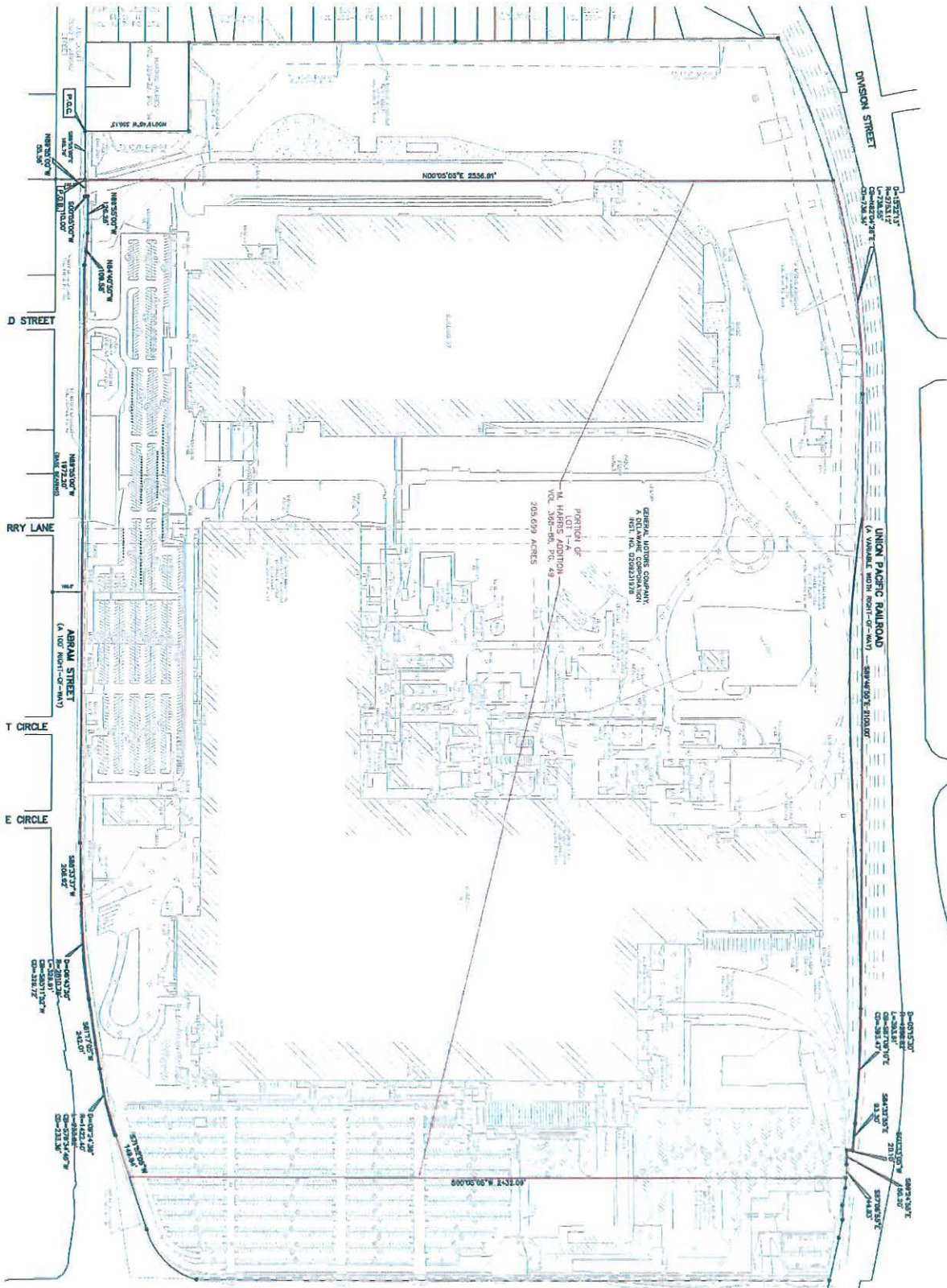
South 00 deg. 05 min. 00 sec. West, a distance of 10.00 feet to a point for the southwest corner of said City of Arlington tract, same being in the original south line of said Lot 1-A;

THENCE North 89 deg. 55 min. 00 sec. West, along the common line of said Lot 1-A, and the north right-of-way line of said Abram Street, a distance of 55.56 feet to the POINT OF BEGINNING and containing 205.699 acres of computed land, more or less.

The foregoing legal description was created using record documents, plats, deeds, and other recorded matters of record. This is not intended for legal subdivision or title purposes. No field work was completed in creating this legal description.

Exhibit “B”

Map



STATE HIGHWAY 360
 (A VARIABLE WIDTH ROAD-TO-644)
 FROM THE SOUTH SOUTHWEST CORNER

portion of
 LOT 7-A
 N. HAYDEN
 VOL. 386-86, PG. 49
 208.679 ACRES

GRAND LUMBER COMPANY
 DIST. NO. 028231218

D STREET
 RRY LANE
 T CIRCLE
 E CIRCLE

DIVISION STREET
 UNION PACIFIC RAILROAD