

# MCR Oil Tools (Levon Leasing)

**Location: 7315 and 7327 Business Place**

**Property Owner: Levon Leasing, LLC**

**PO Box 151748**

**Arlington TX 76015**

## About the Project

MCR Oil Tools expanded their existing facility with the construction of a 21,000 square foot freestanding building located on the then-vacant land at 7327 Business Place.

## Goals of the Project

Business expansion; job creation; property tax base enhancement

## Current Status

MCR Oil Tools qualified in FY14 and FY16 for the abatement, but chose not to make application with TAD. FY16 is the final year of the abatement.

## Benefit to City

9 jobs created; 41 retained; Added value of real property estimated at \$1-1.4 million; additional real property tax revenue estimated at \$4,536-6,480 annually

<b>Reinvestment Zone</b>	32
<b>Ordinance</b>	10-035
<b>Year Approved by Council</b>	2010
<b>Base Year</b>	2010
<b>Beginning Year</b>	2011
<b>Ending Year</b>	2015
<b>Duration</b>	5 years
<b>Base Year Value</b>	\$ 70,437 real property
<b>Property Tax Account Number(s)</b>	41500423
<b>Total Abatement Allowed</b>	40%
<b>Total Estimated Investment by Company</b>	\$ 1,500,000

**Criteria Evaluated** Complete eligible property improvements resulting in added taxable value above the base year value by at least \$1m at 7327 Business Place and provide at least 25 jobs (at both locations combined – 7315 and 7327 Business Place) throughout the course of the agreement.

Exceed Arlington's median wage, designated as \$31,459 in 2010.

**Incentives** 20% if Added Taxable Value of \$1m over the Base Year Value is achieved

**Allowed** 10% additional annually for target industry status

10% additional annually if median wage is met

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
2011 (FY12)	40%	1,128,350	37%	413,966	2,682	45	\$ 52,061	9%
2012 (FY13)	40%	1,128,350	37%	413,966	2,682	50	\$ 57,649	8%
2013 (FY14)	40%	1,128,350	0%	-	-	46	\$ 63,595	0%
2014 (FY15)	40%	1,128,350	37%	413,966	2,682	56	\$ 69,667	8%
2015 (FY16)	40%	1,128,350	0%	-	-	60	\$ 71,407	0%
<b>TOTAL</b>				<b>\$</b>	<b>8,047</b>			

## Levy Paid by Taxing Entity

Year	City of Arlington (024)	Tarrant County (220)	Tarrant County Hospital District (224)	Tarrant County College District (225)	Arlington ISD (901)	Mansfield ISD (908)	Kennedale ISD (914)	Total Annual Tax Bill
2011 (FY12)	4,629.21	2,978.84	2,571.48	1,680.90	-	16,880.12	-	28,740.55
2012 (FY13)	4,629.21	2,978.84	2,571.48	1,680.90	-	17,376.59	-	29,237.02
2013 (FY14)	7,311.71	2,978.84	2,571.48	1,686.88	-	17,231.03	-	31,779.94
2014 (FY15)	4,953.25	3,187.36	2,751.48	1,804.96	-	18,437.20	-	31,134.25
2015 (FY16)	7,311.71	2,978.84	2,571.48	1,686.88	-	17,038.08	-	31,586.99
	<b>\$ 28,835.09</b>	<b>\$ 15,102.72</b>	<b>\$ 13,037.40</b>	<b>\$ 8,540.52</b>	<b>\$ -</b>	<b>\$ 86,963.02</b>	<b>\$ -</b>	<b>\$ 152,478.75</b>

**Ordinance No. 10-035**

**An ordinance establishing Reinvestment Zone Number Thirty-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 Thirty-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 August 18, 2009, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Two; 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-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 Thirty-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 Thirty-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 Thirty-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 Thirty-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 Thirty-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 Thirty-Two of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Thirty-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.

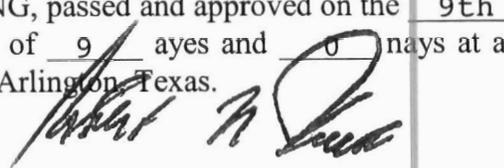
8.

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 16th day of February, 2010, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 9th day of March, 2010, 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:



APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

BY 

**Exhibit "A"**

**Legal Property Description**

**Lot 1RA, Block 1  
Arlington South Industrial Park**

**PROPERTY DESCRIPTION**

**STATE OF TEXAS:**

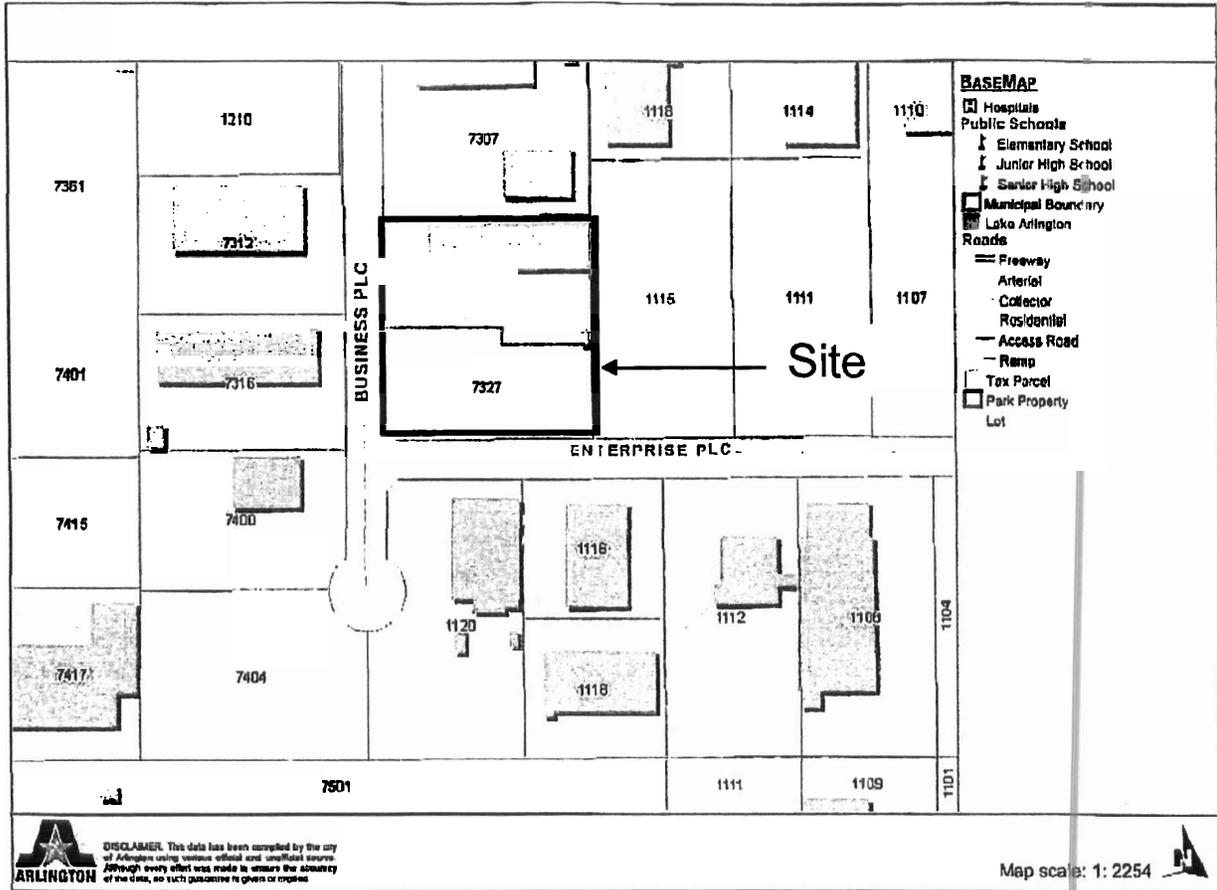
**COUNTY OF TARRANT:**

**Being ALL OF Lot 1RA, BLOCK 1, ARLINGTON SOUTH INDUSTRIAL PARK, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Volume 388-214, Page 54, Plat Records of Tarrant County, Texas.**

**Exhibit “B”**

**Map**

# 7315 & 7327 Business Place





**I.**  
**Definitions**

- A. "Base Year Value" is defined as the taxable value of OWNER'S business personal property and real estate located on the Premises in Reinvestment Zone Number Thirty-Two on January 1, 2010, as finally determined by Tarrant Appraisal District.
- B. "Effective Date" is defined as the date this agreement is signed by both parties.
- C. "Eligible Property" is defined as Real Property Improvements to include construction of an additional, approximately 21,000 sq. ft. manufacturing and office facility on 1.078 acres adjacent to the existing facility with the address 7327 Business Place, as indicated in **Exhibit "A"**, constructed and completed on the Premises during the period from January 1, 2010, through December 31, 2010. **Exhibit "A"** is attached hereto and incorporated herein for all purposes.
- D. "Job" means a permanent, full-time employment position that has provided or will result in employment of at least 1,820 hours per position in a year. Part-time positions shall not be included in this definition.
- E. "Median Wage" is defined as a gross annual income of \$31,459.
- F. "Premises" are defined as the real property (land and improvements) as described by metes and bounds in **Exhibit "B"** which existed on January 1, 2010, Reinvestment Zone Number Thirty-Two, that is owned by and operated by OWNER. **Exhibit "B"** is attached hereto and incorporated herein for all purposes.
- G. "Real Property Improvements" are defined as improvements to the Premises, as provided in **Exhibit "A"**, and shall include buildings, structures or fixtures erected or affixed to land.
- H. "Reinvestment Zone Number Thirty-Two" is defined as the real property located in the City of Arlington and described by City of Arlington Ordinance No. 10-035 (attached hereto as **Exhibit "C"**).
- I. "Target Industry" is defined as an industry identified as a target industry in the City's Policy Statement for Tax Abatement and exhibits thereto, as amended from time to time.

**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 of the Reinvestment Zone.

### III.

#### Improvement Conditions and Requirements

- A. OWNER shall improve the Premises by completing the Eligible Property indicated in **Exhibit "A"** in accordance with this Agreement.
- B. OWNER's completion of the Eligible Property indicated in **Exhibit "A"** of this Agreement must result in added taxable value above the Base Year Value ("Added Value") of at least One Million dollars (\$1,000,000,000) no later than December 31, 2010 and OWNER must maintain a minimum of twenty-five (25) full-time jobs at OWNER's business located at 7315 Business Place and 7327 Business Place in Arlington, Texas for the remainder of the term of this agreement.
- C. OWNER shall operate and maintain the Eligible Property indicated in **Exhibit "A"** for the term of this Agreement.
- D. All proposed improvements shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- E. 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 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.

### IV.

#### Abatement Allowed

- A. If the Improvement Conditions and Requirements set forth in Section III are met, CITY agrees to exempt from taxation Twenty percent (20%) of the taxable value of the Eligible Property from the tax year beginning January 1, 2011 through and including the tax year beginning January 1, 2015.
- B. The amount of tax exemption based on the taxable value of the Eligible Property will be determined annually based upon the following:
  - 1. 20% as long as the Conditions and Requirements set forth in section III are met.

2. An additional 10% annually each year OWNER meets the qualifications of a Target Industry.
  3. An additional 10% annually each year the median wage of the persons employed at the OWNER'S business located at 7315 Business Place and 7327 Business Place in Arlington, Texas exceed the CITY's Median Wage as defined in the Definitions section of this Agreement.
  4. An additional 10% annually for the duration of the Agreement if OWNER hires and utilizes Arlington or M/WBE contractors to construct the Eligible Property indicated in **Exhibit "A"** to this Agreement, and meets reporting requirements.
- C. The Base Year Value and any value added to the Premises or located within Reinvestment Zone Number Thirty-Two and not contained in **Exhibit "A"** shall be fully taxable in accordance with the Texas Property Tax Code.
- D. Should the taxable value of the Premises fall below the Base Year Value, then the abatement shall apply only to the taxable value of the Eligible Property minus the difference between the Base Year Value and the taxable value of the Premises, if such amount exceeds the Base Year Value.

## V.

### **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 one-hundred eighty (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 the Tarrant Appraisal District (TAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

## **VI. Use of Premises**

The Premises at all times shall be used in a manner that is consistent with CITY's zoning ordinances and consistent with the general purpose of encouraging development. Both parties acknowledge that the use of the Premises in accordance with this Agreement is consistent with such purposes.

## **VII. 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 which otherwise would have been paid since the execution of this Agreement to CITY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). 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, and such taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as provided in Section VII(B) of this Agreement. The following conditions shall constitute a breach of this Agreement:
1. OWNER terminates use of the Eligible Property at the Premises any time during the duration of the Agreement; or
  2. OWNER fails to meet the Abatement Conditions and Requirements as specified in Section III A., B., C. D and E. above, or
  3. OWNER allows its ad valorem taxes on any property located within the City of Arlington owed to CITY to become delinquent; or
  4. OWNER fails to comply with the requirements and provisions described in Section V of this Agreement.

- 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 sixty (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 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 IX of this Agreement. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes and to demand payment of such.
- C. Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2) (3) or (4) of this Section VII, CITY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach.
- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

## VIII.

### Effect of Sale or Lease of Property

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

## IX.

### Notice

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

OWNER: MCR Oil Tools  
Post Office Box 151748  
Arlington, Texas 76015  
Attention: Michael Robertson, President

With a copy to: MCR Oil Tools  
Post Office Box 151748  
Arlington, Texas 76015  
Attention: John Cortines, Controller

CITY: City of Arlington  
Post Office Box 90231  
Arlington, Texas 76004-3231  
Attention: Economic Development Manager

**X.**

**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 Agreement on behalf of the CITY.

**XI.**

**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.

**XII.**

**Estoppel Certificate**

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

**XIII.**

**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.

**XIV.**

**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.

**XV.**

**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 such responsibility or liability. 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.

**XVI.**

**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.

**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 fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

**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, provided however, the procedures set out in Section VIII, Effect of Sale or Lease of Property, is binding for the assignment situation specifically described in Section VIII.

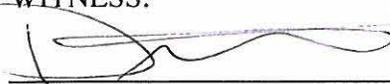
**XXII.**

**Termination**

This Agreement shall terminate in accordance with the terms of this Agreement unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; however, in no event shall the agreement exceed 10 years from its effective date of this agreement.

**MCR OIL TOOLS**

By:   
MICHAEL ROBERTSON  
President  
Date: 6/16/10

WITNESS:  


**LEVON LEASING, LLC**

By:   
Michael C. Robertson  
Printed Name  
Printed Title  
Date: 6/16/10

WITNESS:  


**CITY OF ARLINGTON, TEXAS**

By: Fiona M Allen  
FIONA ALLEN  
Deputy City Manager  
Date: 7/6/10

ATTEST:  
Karin Williams for Martha Garcia  
Martha Garcia, Acting City Secretary



APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney  
By: 



**EXHIBIT "A"**

**(description of Eligible Property Improvements)**



**EXHIBIT "B"**

**(legal description of Premises)**

**Lot 1RA, Block 1  
Arlington South Industrial Park**

PROPERTY DESCRIPTION

STATE OF TEXAS:  
COUNTY OF TARRANT:

Being ALL OF Lot 1RA, BLOCK 1, ARLINGTON SOUTH INDUSTRIAL PARK, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Volume 388-214, Page 54, Plat Records of Tarrant County, Texas.

**EXHIBIT “C”**

(Ordinance creating Reinvestment Zone Number Thirty-Two)

**Ordinance No. 10-035**

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

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WHEREAS, on August 18, 2009, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Two; and

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

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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-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 Thirty-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 Thirty-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 Thirty-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 Thirty-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 Thirty-Two of the City of Arlington, Texas.

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The designation of Reinvestment Zone Number Thirty-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

(2)

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.

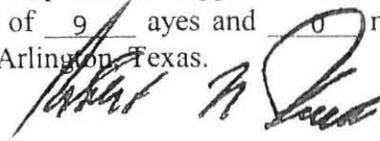
8.

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 16th day of February, 2010, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 9th day of March, 2010, 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:



APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

BY Jeanne M. Antye

**Exhibit "A"**

**Legal Property Description**

**Lot 1RA, Block 1**  
**Arlington South Industrial Park**

PROPERTY DESCRIPTION

STATE OF TEXAS:  
COUNTY OF TARRANT:

Being ALL OF Lot 1RA, BLOCK 1, ARLINGTON SOUTH INDUSTRIAL PARK, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Volume 388-214, Page 54, Plat Records of Tarrant County, Texas.

**Exhibit “B”**

**Map**

# 7315 & 7327 Business Place

