

# RCR Healthcare - Sundance Hospital

**Location:** 7000 US Hwy 287  
**Property Owner:** RCR Healthcare, LLC  
**2707 Airport Frwy**  
**Fort Worth TX 76111**

## About the Project

RCR Healthcare, LLC (Sundance Psychiatric Hospital) constructed a new 24,019 square foot medical office building and on-site improvements. The expansion will house an additional 60 beds for a total of 116, and resulted in the creation of approximately 94 new full-time jobs consisting of professional, managerial, administrative, and general level staff in addition to the 106 jobs will be retained at the original location.

## Goals of the Project

Recruited business activity, job creation, property tax base enhancement

## Current Status

Developer is performing as planned and abatement is active.

## Benefit to City

160 jobs created: 106 jobs retained: Approximate 5-year benefit of \$72,090 in real property tax revenue in addition to business personal property taxes

<b>Reinvestment Zone</b>	35
<b>Ordinance</b>	13-003
<b>Year Approved by Council</b>	2015
<b>Base Year</b>	2013
<b>Beginning Year</b>	2014 FY15
<b>Ending Year</b>	2018 FY19
<b>Duration</b>	5 years
<b>Base Year Value</b>	\$ 2,953,000 real property
<b>Property Tax Account Number(s)</b>	41621832
<b>Total Abatement Allowed</b>	40%
<b>Total Estimated Investment by Company</b>	\$ 5,000,000

**Criteria Evaluated** Complete eligible property improvements resulting in added taxable value above the base year value by at least \$3.5m by 12-31-13.

Retain minimum of 100 existing FT jobs, and create an additional 50 FT jobs (for 150 total) by 12-31-14.

Create an additional 40 jobs (for a total of 190) by 12-31-15.

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

**Incentives** 20% if Added Taxable Value and Jobs requirements are met

**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
2014 (FY15)	40%	7,909,464	27%	2,155,786	13,969	280	\$ 34,089	6%
2015 (FY16)	40%	7,909,464	27%	2,155,786	13,969	261	\$ 43,075	6%
2016 (FY17)								
2017 (FY18)								
2018 (FY19)								
				<b>TOTAL</b>	<b>\$ 27,939</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
2014 (FY15)	37,284	20,881	18,025	11,825	-	-	119,806	<b>207,821</b>
2015 (FY16)	37,284	20,881	18,025	11,825	-	-	117,592	<b>205,607</b>
2016 (FY17)								-
2017 (FY18)								-
2018 (FY19)								-
	<b>\$ 74,567.66</b>	<b>\$ 41,761.96</b>	<b>\$ 36,050.86</b>	<b>\$ 23,649.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 237,397.90</b>	<b>\$ 413,427.68</b>

**Ordinance No. 13-003**

**An ordinance establishing Reinvestment Zone Number Thirty-Five; 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 area within its jurisdiction by the establishment of a Reinvestment Zone 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 20, 2012, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Five; 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-Five, 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-Five 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-Five 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-Five 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-Five 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-Five 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-Five of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Thirty-Five 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.

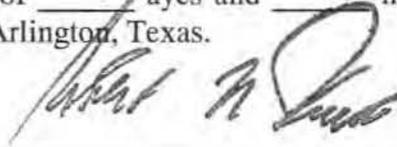
8.

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.

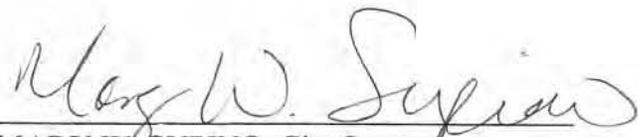
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 8th day of January, 2013, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 22nd day of January, 2013, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

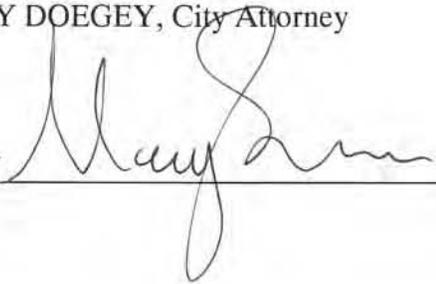


ROBERT N. CLUCK, Mayor

ATTEST:

  
\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

BY   
\_\_\_\_\_

**Exhibit "A"**

**Legal Property Description**

#4

Property legal description (metes & bounds)

Whereas RR Healthcare LLC, is the sole owner of a 30.704 acre tract of land located in the Andrew J Russell Survey, Abstract No. 1249, in the City of Arlington, Tarrant County, Texas, being all of that called 30.704 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to RCR Healthcare LLC filed for record in County Clerk's Instrument No. 0210215147, Deed Records, Tarrant County, Texas (D.R.T.C.T.), said 30.704 acre tract of land being more particular described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found (controlling monument) for the northeast corner of said called 30.704 acre tract of land and the north corner of Lot 2A of the A.J. Russell Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6795, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and being on the southwest right-of-way line of U.S. 287 Highway (a 400' wide right-of-way);

THENCE along the common line between said called 30.704 acre tract of land and said Lot 2A, S44°29'49"W, at a distance of 391.10 feet passing a 5/8 inch iron rod with cap stamped "Fulton" found for the west corner of said Lot 2A and the north corner of Lot 2C-7R of the A.J. Russell Addition, on addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in County Clerk's instrument No. D211188459, D.R.T.C.T., continuing along the common line between said called 30.704 acre tract of land and said Lot 2C-7R, for a total distance of 704.09 feet to a 1/2 inch iron rod found for corner;

THENCE continuing along the common line between said called 30.7-04 acre tract of land and said Lot 2C-7R, S00°03'52"E, for a distance of 620.16 feet to a 1/2 inch iron rod found for the southeast corner of said called 30.704 acre tract of land and southwest corner of said Lot 2C-7R corner, same lying on the north line of Lot 3 of the J.E. Wilson, South Addition, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Cabinet A, Slides 4204-6, P.R.T.C.T

THENCE along the common line between said called 30.704 acre tract of land and said Lot 3, N89°07'3"Wm fir a distance if 864,52 feet to a 1 inch rod found for corner;

THENCE continuing along the common line between said called 30.704 acre tract of land and said Lot 3, N88°01'54" W, for a distance of 35.72 feet to a 5/8 inch iron rod in concrete found for eth southwest corner of said called 30.704 acre tract of land and o interior corner of said Lot 3.

THENCE continuing along the common line between said called 30.704 acre tract of land and said Lot 3, N00°02'45"W, at a distance of 966.35 feet passing a 1/2 inch iron rod found for the northeast corner of said Lot 3 and the southeast corner of the tract of land conveyed to Texas Electric Service Company (now Oncor Electric Delivery Company, LLC), by deed recorded in Volume 3901, Page 367, D.R.T.C.T., continuing along the common line between said called 30.704 acre tract of land and said called Texas Electric Service Company tract of land, for a total distance of 1116.35 feet to a 5/8 inch iron rod found for the northwest corner of said called 30.704 acre tract of land, northeast corner of said Texas Electric Service Company tract of land, southeast corner of Lot 2 of said J.E. Wilson, South Addition and southwest corner of that called 27.78 acre tract of land conveyed to Overcoming Faith Christian Center, Inc. by deed recorded in County Clerk's instrument No. D203358322, D.R.T.C.T.;

THENCE along the common line between said called 30.704 acre tract of land and said called 27.78 acre tract of land, N89°57'29"E, for a distance of 584.74 feet to a ½ inch iron rod found for corner;

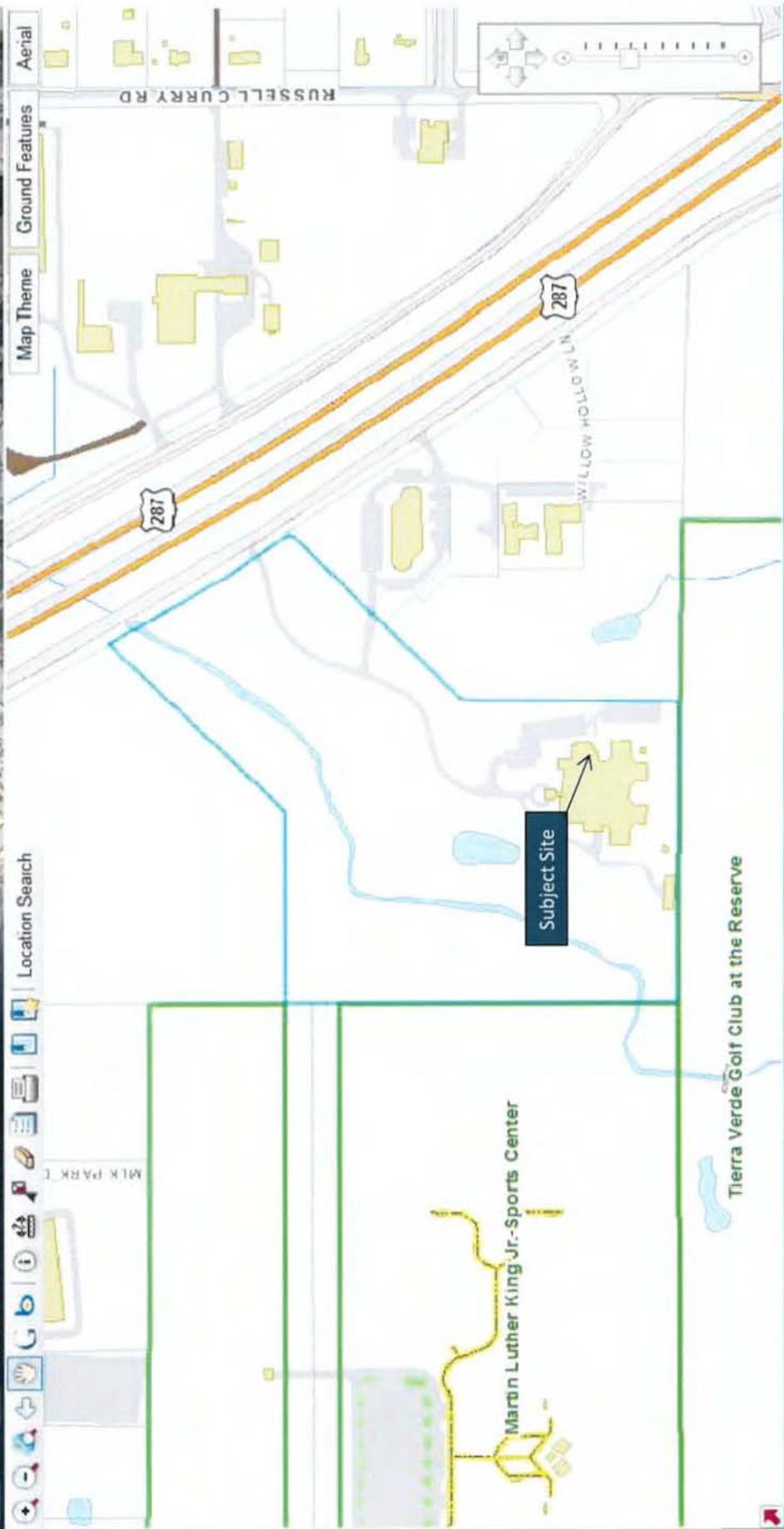
THENCE continuing along the common line between said called 30.704 acre tract of land and said called 27.78 acre tract of land, N44°30'40"E, for a distance of 699.68 feet to a ½ inch iron rod found for the north corner of said called 30.704 acre tract of land and southeast corner of said called 27.78 acre tract of land, some lying on the aforementioned southwest right-of-way line of U.S. 287 Highway;

Thence along the common line between said called 30.704 acre tract of land and said U.S. 287 Highway, S30°20'36"E, for a distance of 331.74 feet to an iron rod with TxDOT cap found (controlling monument) for corner;

Thence continuing along the common line between said called 30.704 acre tract of land and said U.S. 287 Highway S34°16'35"E, for a distance of 268/03 feet to the POINT OF BEGINNING and containing 30.704 acres (1,227,471 square feet) of land, more or less.

**Exhibit "B"**

**Map**



Subject Site

Martin Luther King Jr. Sports Center

Tierra Verde Golf Club at the Reserve

THE STATE OF TEXAS     §  
  §  
COUNTY OF TARRANT   §

**Tax Abatement Agreement**

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

W I T N E S S E T H:

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

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

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

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

WHEREAS, the 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-Five, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

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

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to the Agreement is located; 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. “Base Year Value” is defined as the tax year 2013 taxable value of OWNER’s real property located at the Premises in Reinvestment Zone Number Thirty-Five, on January 1, 2013, as finally determined by Tarrant Appraisal District.
- B. “Eligible Property” is defined as Real Property Improvements as provided in **Exhibit “A”** erected or affixed to the Premises after this agreement is signed and through December 31, 2013. **Exhibit “A”** is attached hereto and incorporated herein for all purposes.
- C. “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.
- D. The “Median Wage” for Arlington will be determined by the Median Earnings for Workers as reported by the most recent release of the American Community Survey available at the time the application is submitted to CITY. To qualify, an applicant’s median wage must exceed the figure determined by multiplying the reported Margin of Error for Median Earnings for Workers times 1.20 and adding this figure to the reported estimate of Median Earnings for Workers. If Margin of Error is not reported, the figure that an applicant’s median wage must exceed will be determined by taking the difference between the reported High Estimate and Estimate and multiplying the difference by 1.20 and adding this figure to the Estimate.
- E. “Premises” are defined as the real property (land and improvements) as described by metes and bounds in **Exhibit “B”** which existed on January 1, 2013, Reinvestment Zone Number Thirty-Five, that is owned by and operated by OWNER. **Exhibit “B”** is attached hereto and incorporated herein for all purposes.
- F. “Real Property Improvements” are defined as improvements to the Premises and shall include buildings, structures or fixtures erected or affixed to land.
- G. “Reinvestment Zone Number Thirty-Five” is defined as the real property located in the City of Arlington and described by City of Arlington Ordinance No.13-003, attached hereto as **Exhibit “C”**.
- H. “Target Industry” is defined as an industry identified as a target industry in 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 described in **Exhibit "A"** by December 31, 2013.
- B. OWNER's completion of the Eligible Property described in **Exhibit "A"** of this Agreement must result in added taxable value above the Base Year Value ("Added Value") of at least Three Million Five Hundred Thousand Dollars (\$3,500,000) not later than January 1, 2014.
- C. OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit "A"** for the term of this agreement.
- D. OWNER shall retain a minimum of one-hundred (100) existing full-time jobs at the Premises for the term of this agreement. OWNER shall create an additional fifty (50) full-time jobs at the Premises for a total of one-hundred and fifty (150) full-time jobs by December 31, 2014. Owner shall create an additional forty (40) full-time jobs at the Premises for a total of one-hundred and ninety (190) full-time jobs by December 31, 2015.
- E. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- F. 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 132a(f), OWNER shall repay to the CITY the full amount of taxes abated under Section IV of this Agreement, plus 10% per annum from the date the abatement was made. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall

not be liable for a violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

#### IV.

#### Abatement 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. The exemption shall be for a period as follows, from the tax year beginning January 1, 2014 through and including the tax year beginning January 1, 2018.
- 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 Target Industry.
  3. An additional 10% annually each year the median wage of the persons employed at the Premises exceed the CITY's Median Wage as defined above.
  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 as 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-Five 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 April 1. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by 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. For property located on Premises, the date on which the property was acquired and/or paid for; 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, and in no event later than June 29, 2014, 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. OWNER agrees to provide CITY with copies of each section of each lease which contains the following information, if any, related to the Eligible Property for which tax abatement is sought:
1. The beginning and termination dates of the leases;
  2. The cost of the property to which the leases pertain;
  3. The names and addresses of the parties to the lease, and the name, address and telephone number of a contact person for each party;
  4. Asset numbers for personal property to which the leases pertain;
  5. The party responsible for property taxes on the leased property; and
  6. Termination provisions of the leases.

Copies of the above-referenced information from the leases shall be provided upon request by the CITY. In the event that the above information exists but is not contained in the lease, that information shall be provided with the applicable copies. This subsection is for the purpose of providing CITY the means to enforce its tax collection and assessment duties, while respecting that each lease may contain proprietary or confidential information which, if made public, could expose secret patterns and procedures of OWNER to theft. To further the ends of both parties, CITY may inspect, but may not copy, the lease documents upon thirty (30) days' notice at a place on the Premises.

- D. 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 within Reinvestment Zone Number Thirty-Five.

**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). The following conditions shall constitute a breach of this Agreement:
1. OWNER terminates the use of the Premises for an inpatient psychiatric hospital and related activities at any time during the duration of the Agreement; or
  2. OWNER fails to meet the Conditions and Requirements as specified in Section III above; or
  3. OWNER allows its ad valorem taxes on any property located within the City of Arlington owed to CITY 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 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) or (3) of this Section VII, CITY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach, subject to Section IV(B) herein.
- 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 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.

**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:        RCR Healthcare, LLC  
                  Attention: Raju Indukuri, MD  
                  2707 Airport Freeway  
                  Fort Worth, Texas 76111

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

**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.

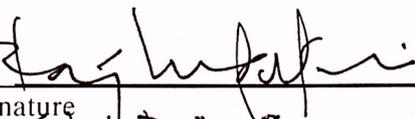
No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

**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 abatement exceed 10 years.

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

**RCR HEALTHCARE, LLC**

BY   
Signature \_\_\_\_\_  
Type or Printed Title RAJU INDICCI

WITNESS:

  
\_\_\_\_\_

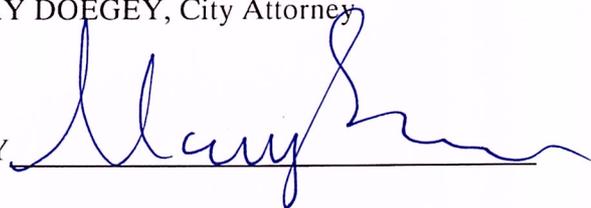
**CITY OF ARLINGTON, TEXAS**

BY   
\_\_\_\_\_  
DONALD E. JAKEWAY  
Deputy City Manager

ATTEST:

*for* -   
\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

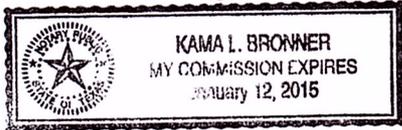
BY   
\_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

**RCR HEALTHCARE, LLC**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Raj Induker, MD, known to me (or proved to me on the oath of \_\_\_\_\_ or through drivers license (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **RCR HEALTHCARE, LLC**, and as the owner 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 29 day of January, 2013.



January 12, 2015  
My Commission Expires

Kama L. Bronner  
Notary Public in and for  
The State of Texas  
Kama L. Bronner  
Notary's Printed Name

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

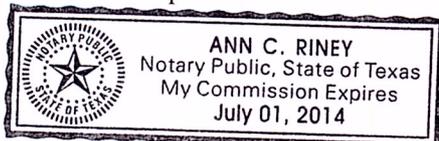
**CITY OF ARLINGTON, TEXAS**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DONALD E. JAKEWAY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **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 7<sup>th</sup> day of February, 2013.

7/1/14  
My Commission Expires

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



**Exhibit "A"**

**ELIGIBLE PROPERTY**



January 11, 2012

City of Arlington  
101 West Abram Street  
Arlington, Texas 76010

Honorable Mayor Dr. Robert Cluck and City Council,

We are very excited about our expansion project taking place in south Arlington. Over the next seven months Sundance Hospital will spend in excess of \$5,000,000 to increase our bed capacity from 56 beds to 116 beds adding badly needed psychiatric services to not only Arlington but to surrounding cities. As an expansion project this project will provide numerous benefits to the community at large with additional jobs, added visitors to the city, additional resources for Law Enforcement, and additional opportunities for area businesses providing goods and services just to name a few.

Over the next seven months and through the end of the year the following changes will take place:

- Major infrastructure changes including
  - o New and expanded fire lane around the building
  - o New fire loop with continuous water flow loop
  - o Parking improvements around the entire building
  - o Landscaping improvements
  - o New water and sewer hookups for both the existing and new building
- Renovations to the existing building include
  - o Remodeled dietary area in the existing building including an expanded kitchen prep area, additional storage, and additional freezer space to allow for added patient load
  - o New pharmacy in the existing building with a centralized pharmacy designed to allow for the additional patient load and future automation

- New Building

- 24,000 square foot addition designed for Psychiatric inpatient care
- New 350 kW emergency generator w/24 hour hold capacity base tank. New switch gear to accommodate the additional square footage with electrical upgrades throughout
- 30 additional patient room to accommodate 60 additional beds – all rooms designed for patient safety and comfort
- Additional office, therapy, activity and meeting space
- Designed space management to allow for units to expand and contract based on the population needs to help eliminate the need to transfer patients out due to bed availability.
- Landscaped secure outside activity areas for patients to have access to outside activities

Clearly the next seven months will be very busy as we work toward completion of this very important project. We are proud to be able to provide the very best care available to the residents in Arlington and look forward to our continued growth and relationship.

Please let me know if you need any additional information. Attached you will find a detailed site plan for your review.

Sincerely,

Raju Indukuri M.D.

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TARRANT
ROCK HEALTHCARE, LLC, is the sole owner of 30.704 acre tract, located in the County of Tarrant, Texas, being all of that certain...

INDUCE: along the common line between said 30.704 acre tract of land and said 23.84397876 acre tract of land...

INDUCE: containing all the common line between said 30.704 acre tract of land and said 23.84397876 acre tract of land...

INDUCE: containing all the common line between said 30.704 acre tract of land and said 23.84397876 acre tract of land...

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GENERAL NOTES

1) The location shown hereon was based on the Texas State Plane Coordinate System - NAD 83 - North Central Zone.

2) The subject property is located in Lots "A" and "B", and "C", and is shown to be a part of the Survey of the City of Arlington, Tarrant County, Texas, being all of that certain...

3) This property is subject to a certain easement to be shown on the plat hereon, and the easement shall be in accordance with the plat hereon.

4) This tract does not sit or remain under restrictions or encumbrances, if any, on this property.

5) All right-of-way easements shown with the boundary of this plat that are not shown on the plat hereon are shown for the information of the public, and are not to be construed as a grant of any right or interest in the property.

6) The City of Arlington, Texas, is the owner of the public street easements, and is the owner of the public street easements, and is the owner of the public street easements.

7) The City of Arlington, Texas, is the owner of the public street easements, and is the owner of the public street easements, and is the owner of the public street easements.

8) The City of Arlington, Texas, is the owner of the public street easements, and is the owner of the public street easements, and is the owner of the public street easements.

SURETOR'S CERTIFICATE

I, the undersigned, Stanley Ray, being a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the plat hereon is a true and correct copy of the original plat as the same appears in my office, and that the same is in accordance with the laws of the State of Texas.

Stanley Ray, L.S.
Registered Professional Land Surveyor No. 4825
State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared the above and subscribed to the plat hereon, and acknowledged to me that he executed the same for the purposes and intents therein expressed, and that he is the owner of the property therein described, and that he is of full legal age and of sound mind.

WITNESSED BY ME AND MY SEAL AND SEAL OF OFFICE, THIS 10th DAY OF OCTOBER, 2012.

Notary Public in and for the State of Texas

My Commission Expires

Approved by the City of Arlington Planning and Zoning Commission on this, the 10th day of October, 2012.

City Commission Chair

Secretary Planning and Zoning Commission

MUNICIPALITY STATEMENT

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF THE FOLLOWING:

EXISTING PRIVATE SEWER DRAIN SYSTEMS AND THEIR ASSOCIATED PUBLIC SEWERAGE EXHAUSTION FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE WATER SUPPLY SYSTEMS AND THEIR ASSOCIATED PUBLIC WATER SUPPLY FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE GAS SUPPLY SYSTEMS AND THEIR ASSOCIATED PUBLIC GAS SUPPLY FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE TELEPHONE, CABLE TELEVISION, AND OTHER UTILITY SYSTEMS AND THEIR ASSOCIATED PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE AIR CONDITIONING SYSTEMS AND THEIR ASSOCIATED PUBLIC AIR CONDITIONING FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE HEATING SYSTEMS AND THEIR ASSOCIATED PUBLIC HEATING FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE ELEVATOR SYSTEMS AND THEIR ASSOCIATED PUBLIC ELEVATOR FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE SECURITY SYSTEMS AND THEIR ASSOCIATED PUBLIC SECURITY FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE FIRE ALARM SYSTEMS AND THEIR ASSOCIATED PUBLIC FIRE ALARM FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE SMOKE DETECTOR SYSTEMS AND THEIR ASSOCIATED PUBLIC SMOKE DETECTOR FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE INTERCOM SYSTEMS AND THEIR ASSOCIATED PUBLIC INTERCOM FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE ACCESS CONTROL SYSTEMS AND THEIR ASSOCIATED PUBLIC ACCESS CONTROL FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE VIDEO SURVEILLANCE SYSTEMS AND THEIR ASSOCIATED PUBLIC VIDEO SURVEILLANCE FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

EXISTING PRIVATE SECURITY SYSTEMS AND THEIR ASSOCIATED PUBLIC SECURITY FACILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

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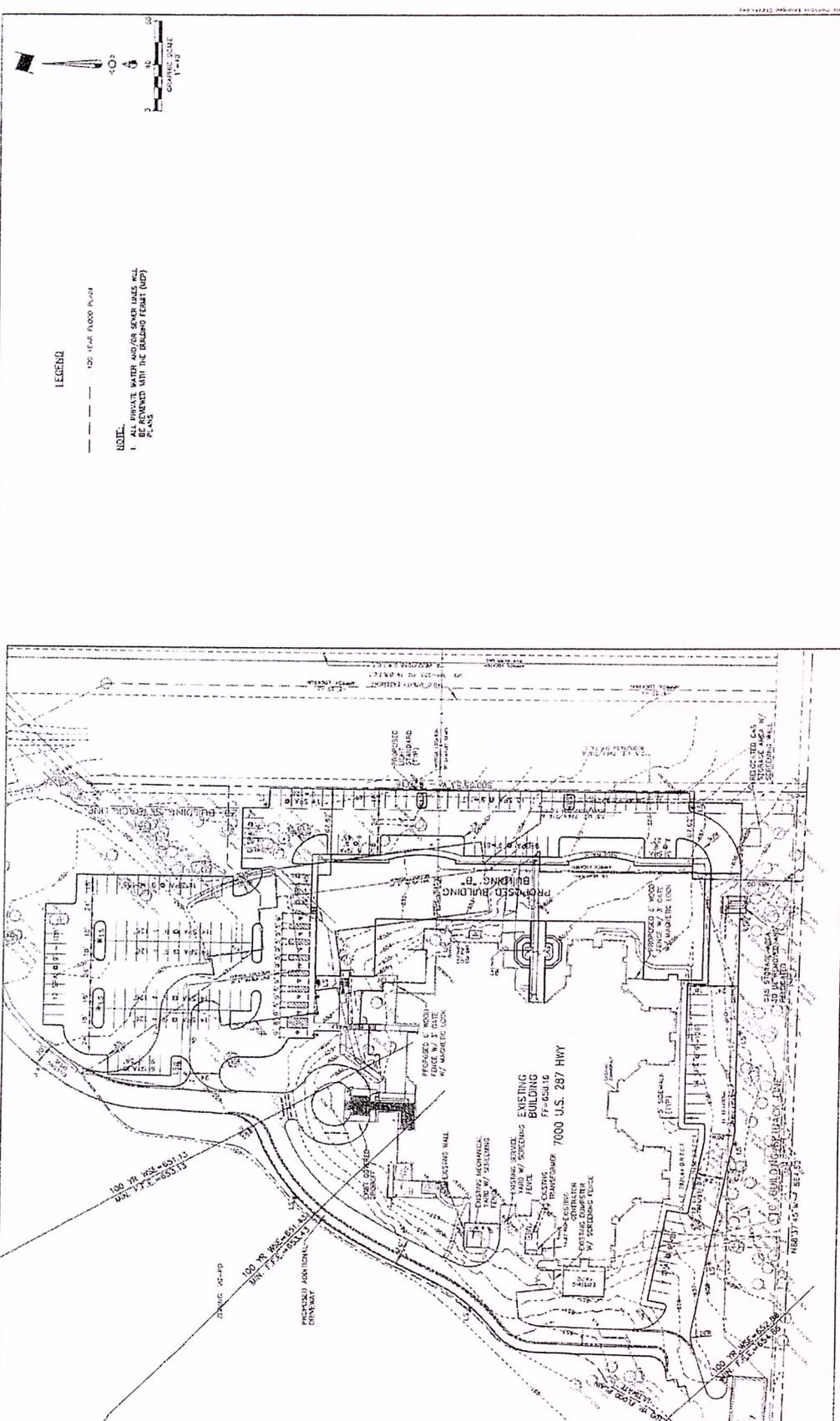


BROCKETTE/DAVIS/DRAANE, INC.
Consulting Engineers
Civil and Structural Engineers, Surveying
and Land Surveyors
1114 High Central Expressway, Suite 1100
Ft. Worth, Texas 76107
Tel: 817-393-8030
Fax: 817-393-8030

Scale: 1"=50' October, 2012 Page 2 of 2

THIS PLAT IS RECORDED IN DOCUMENT# DATE.





**LEGEND**

- 100 YEAR FLOOD PLAIN
- NOTE:**  
 1. ALL BRICK WATER AND/OR SEWER LINES SHALL BE REVERSED WITH THE BUILDING FOOTPRINT PLANS.

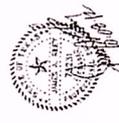
ENLARGED VIEW

**SITE PLAN ENLARGED**  
 SUNDANCE PSYCHIATRIC HOSPITAL  
 ARRLINGTON, TARRANT COUNTY, TEXAS

**BB**

BOCKETTE/DONOSTORPARE, INC.  
 10000 W. HICKORY LANE, SUITE 200  
 FORT WORTH, TEXAS 76134  
 TEL: 817-335-1111

REV.	DATE	BY	SCALE	SHEET	TOTAL SHEETS
01	06/08/22	JER	1"=40'	160	170
02	06/08/22	JER	1"=40'	161	170
03	06/08/22	JER	1"=40'	162	170
04	06/08/22	JER	1"=40'	163	170
05	06/08/22	JER	1"=40'	164	170
06	06/08/22	JER	1"=40'	165	170
07	06/08/22	JER	1"=40'	166	170
08	06/08/22	JER	1"=40'	167	170
09	06/08/22	JER	1"=40'	168	170
10	06/08/22	JER	1"=40'	169	170
11	06/08/22	JER	1"=40'	170	170



THIS DRAWING IS THE PROPERTY OF BOCKETTE/DONOSTORPARE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOCKETTE/DONOSTORPARE, INC. THE PROJECT IS SUBJECT TO THE CITY OF ARLINGTON ZONING ORDINANCE, LOCAL ORDINANCE 100.001, LOCAL ORDINANCE 100.002, LOCAL ORDINANCE 100.003, LOCAL ORDINANCE 100.004, LOCAL ORDINANCE 100.005, LOCAL ORDINANCE 100.006, LOCAL ORDINANCE 100.007, LOCAL ORDINANCE 100.008, LOCAL ORDINANCE 100.009, LOCAL ORDINANCE 100.010, LOCAL ORDINANCE 100.011, LOCAL ORDINANCE 100.012, LOCAL ORDINANCE 100.013, LOCAL ORDINANCE 100.014, LOCAL ORDINANCE 100.015, LOCAL ORDINANCE 100.016, LOCAL ORDINANCE 100.017, LOCAL ORDINANCE 100.018, LOCAL ORDINANCE 100.019, LOCAL ORDINANCE 100.020, LOCAL ORDINANCE 100.021, LOCAL ORDINANCE 100.022, LOCAL ORDINANCE 100.023, LOCAL ORDINANCE 100.024, LOCAL ORDINANCE 100.025, LOCAL ORDINANCE 100.026, LOCAL ORDINANCE 100.027, LOCAL ORDINANCE 100.028, LOCAL ORDINANCE 100.029, LOCAL ORDINANCE 100.030, LOCAL ORDINANCE 100.031, LOCAL ORDINANCE 100.032, LOCAL ORDINANCE 100.033, LOCAL ORDINANCE 100.034, LOCAL ORDINANCE 100.035, LOCAL ORDINANCE 100.036, LOCAL ORDINANCE 100.037, LOCAL ORDINANCE 100.038, LOCAL ORDINANCE 100.039, LOCAL ORDINANCE 100.040, LOCAL ORDINANCE 100.041, LOCAL ORDINANCE 100.042, LOCAL ORDINANCE 100.043, LOCAL ORDINANCE 100.044, LOCAL ORDINANCE 100.045, LOCAL ORDINANCE 100.046, LOCAL ORDINANCE 100.047, LOCAL ORDINANCE 100.048, LOCAL ORDINANCE 100.049, LOCAL ORDINANCE 100.050, LOCAL ORDINANCE 100.051, LOCAL ORDINANCE 100.052, LOCAL ORDINANCE 100.053, LOCAL ORDINANCE 100.054, LOCAL ORDINANCE 100.055, LOCAL ORDINANCE 100.056, LOCAL ORDINANCE 100.057, LOCAL ORDINANCE 100.058, LOCAL ORDINANCE 100.059, LOCAL ORDINANCE 100.060, LOCAL ORDINANCE 100.061, LOCAL ORDINANCE 100.062, LOCAL ORDINANCE 100.063, LOCAL ORDINANCE 100.064, LOCAL ORDINANCE 100.065, LOCAL ORDINANCE 100.066, LOCAL ORDINANCE 100.067, LOCAL ORDINANCE 100.068, LOCAL ORDINANCE 100.069, LOCAL ORDINANCE 100.070, LOCAL ORDINANCE 100.071, LOCAL ORDINANCE 100.072, LOCAL ORDINANCE 100.073, LOCAL ORDINANCE 100.074, LOCAL ORDINANCE 100.075, LOCAL ORDINANCE 100.076, LOCAL ORDINANCE 100.077, LOCAL ORDINANCE 100.078, LOCAL ORDINANCE 100.079, LOCAL ORDINANCE 100.080, LOCAL ORDINANCE 100.081, LOCAL ORDINANCE 100.082, LOCAL ORDINANCE 100.083, LOCAL ORDINANCE 100.084, LOCAL ORDINANCE 100.085, LOCAL ORDINANCE 100.086, LOCAL ORDINANCE 100.087, LOCAL ORDINANCE 100.088, LOCAL ORDINANCE 100.089, LOCAL ORDINANCE 100.090, LOCAL ORDINANCE 100.091, LOCAL ORDINANCE 100.092, LOCAL ORDINANCE 100.093, LOCAL ORDINANCE 100.094, LOCAL ORDINANCE 100.095, LOCAL ORDINANCE 100.096, LOCAL ORDINANCE 100.097, LOCAL ORDINANCE 100.098, LOCAL ORDINANCE 100.099, LOCAL ORDINANCE 100.100.

**Exhibit "B"**

**METES AND BOUNDS**

#4

Property legal description (metes & bounds)

Whereas RR Healthcare LLC, is the sole owner of a 30.704 acre tract of land located in the Andrew J Russell Survey, Abstract No. 1249, in the City of Arlington, Tarrant County, Texas, being all of that called 30.704 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to RCR Healthcare LLC filed for record in County Clerk's Instrument No. 0210215147, Deed Records, Tarrant County, Texas (D.R.T.C.T.), said 30.704 acre tract of land being more particular described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found (controlling monument) for the northeast corner of said called 30.704 acre tract of land and the north corner of Lot 2A of the A.J. Russell Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6795, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and being on the southwest right-of-way line of U.S. 287 Highway (a 400' wide right-of-way);

THENCE along the common line between said called 30.704 acre tract of land and said Lot 2A, S44°29'49"W, at a distance of 391.10 feet passing a 5/8 inch iron rod with cap stamped "Fulton" found for the west corner of said Lot 2A and the north corner of Lot 2C-7R of the A.J. Russell Addition, on addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in County Clerk's instrument No. D211188459, D.R.T.C.T., continuing along the common line between said called 30.704 acre tract of land and said Lot 2C-7R, for a total distance of 704.09 feet to a 1/2 inch iron rod found for corner;

THENCE continuing along the common line between said called 30.7-04 acre tract of land and said Lot 2C-7R, S00°03'52"E, for a distance of 620.16 feet to a 1/2 inch iron rod found for the southeast corner of said called 30.704 acre tract of land and southwest corner of said Lot 2C-7R corner, same lying on the north line of Lot 3 of the J.E. Wilson, South Addition, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Cabinet A, Slides 4204-6, P.R.T.C.T

THENCE along the common line between said called 30.704 acre tract of land and said Lot 3, N89°07'3"Wm fir a distance if 864,52 feet to a 1 inch rod found for corner;

THENCE continuing along the common line between said called 30.704 acre tract of land and said Lot 3, N88°01'54" W, for a distance of 35.72 feet to a 5/8 inch iron rod in concrete found for eth southwest corner of said called 30.704 acre tract of land and o interior corner of said Lot 3.

THENCE continuing along the common line between said called 30.704 acre tract of land and said Lot 3, N00°02'45"W, at a distance of 966.35 feet passing a 1/2 inch iron rod found for the northeast corner of said Lot 3 and the southeast corner of the tract of land conveyed to Texas Electric Service Company (now Oncor Electric Delivery Company, LLC), by deed recorded in Volume 3901, Page 367, D.R.T.C.T., continuing along the common line between said called 30.704 acre tract of land and said called Texas Electric Service Company tract of land, for a total distance of 1116.35 feet to a 5/8 inch iron rod found for the northwest corner of said called 30.704 acre tract of land, northeast corner of said Texas Electric Service Company tract of land, southeast corner of Lot 2 of said J.E. Wilson, South Addition and southwest corner of that called 27.78 acre tract of land conveyed to Overcoming Faith Christian Center, Inc. by deed recorded in County Clerk's instrument No. D203358322, D.R.T.C.T.;

THENSE along the common line between said called 30.704 acre tract of land and said called 27.78 acre tract of land, N89°57'29"E, for a distance of 584.74 feet to a ½ inch iron rod found for corner;

THENCE continuing along the common line between said called 30.704 acre tract of land and said called 27.78 acre tract of land, N44°30'40"E, for a distance of 699.68 feet to a ½ inch iron rod found for the north corner of said called 30.704 acre tract of land and southeast corner of said called 27.78 acre tract of land, some lying on the aforementioned southwest right-of-way line of U.S. 287 Highway;

Thence along the common line between said called 30.704 acre tract of land and said U.S. 287 Highway, S30°20'36"E, for a distance of 331.74 feet to an iron rod with TxDOT cap found (controlling monument) for corner;

Thence continuing along the common line between said called 30.704 acre tract of land and said U.S. 287 Highway S34°16'35"E, for a distance of 268/03 feet to the POINT OF BEGINNING and containing 30.704 acres (1,227,471 square feet) of land, more or less.

**Exhibit "C"**

**Ordinance 13-003  
creating  
Reinvestment Zone Thirty-Five**

**Ordinance No. 13-003**

**An ordinance establishing Reinvestment Zone Number Thirty-Five; 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 area within its jurisdiction by the establishment of a Reinvestment Zone 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 20, 2012, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Five; 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-Five, 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-Five 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-Five 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-Five 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-Five 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-Five 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-Five of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Thirty-Five 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.

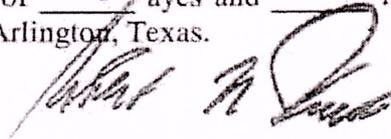
8.

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.

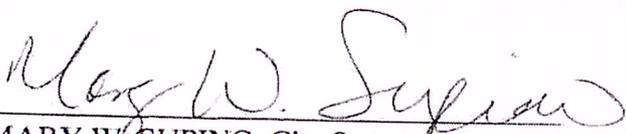
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 8th day of January, 2013, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 22nd day of January, 2013, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

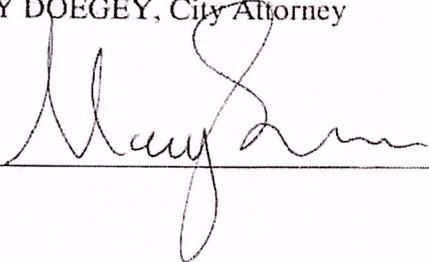


ROBERT N. CLUCK, Mayor

ATTEST:

  
\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

BY   
\_\_\_\_\_

**Exhibit "A"**

**Legal Property Description**

#4

Property legal description (metes & bounds)

Whereas RR Healthcare LLC, is the sole owner of a 30.704 acre tract of land located in the Andrew J Russell Survey, Abstract No. 1249, in the City of Arlington, Tarrant County, Texas, being all of that called 30.704 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to RCR Healthcare LLC filed for record in County Clerk's Instrument No. 0210215147, Deed Records, Tarrant County, Texas (D.R.T.C.T.), said 30.704 acre tract of land being more particular described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found (controlling monument) for the northeast corner of said called 30.704 acre tract of land and the north corner of Lot 2A of the A.J. Russell Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6795, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and being on the southwest right-of-way line of U.S. 287 Highway (a 400' wide right-of-way);

THENCE along the common line between said called 30.704 acre tract of land and said Lot 2A, S44°29'49"W, at a distance of 391.10 feet passing a 5/8 inch iron rod with cap stamped "Fulton" found for the west corner of said Lot 2A and the north corner of Lot 2C-7R of the A.J. Russell Addition, on addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in County Clerk's instrument No. D211188459, D.R.T.C.T., continuing along the common line between said called 30.704 acre tract of land and said Lot 2C-7R, for a total distance of 704.09 feet to a 1/2 inch iron rod found for corner;

THENCE continuing along the common line between said called 30.7-04 acre tract of land and said Lot 2C-7R, S00°03'52"E, for a distance of 620.16 feet to a 1/2 inch iron rod found for the southeast corner of said called 30.704 acre tract of land and southwest corner of said Lot 2C-7R corner, same lying on the north line of Lot 3 of the J.E. Wilson, South Addition, an addition to the City of Arlington, Tarrant County, Texas according to the plat recorded in Cabinet A, Slides 4204-6, P.R.T.C.T

THENCE along the common line between said called 30.704 acre tract of land and said Lot 3, N89°07'3"Wm fir a distance if 864,52 feet to a 1 inch rod found for corner;

THENCE continuing along the common line between said called 30.704 acre tract of land and said Lot 3, N88°01'54" W, for a distance of 35.72 feet to a 5/8 inch iron rod in concrete found for eth southwest corner of said called 30.704 acre tract of land and o interior corner of said Lot 3.

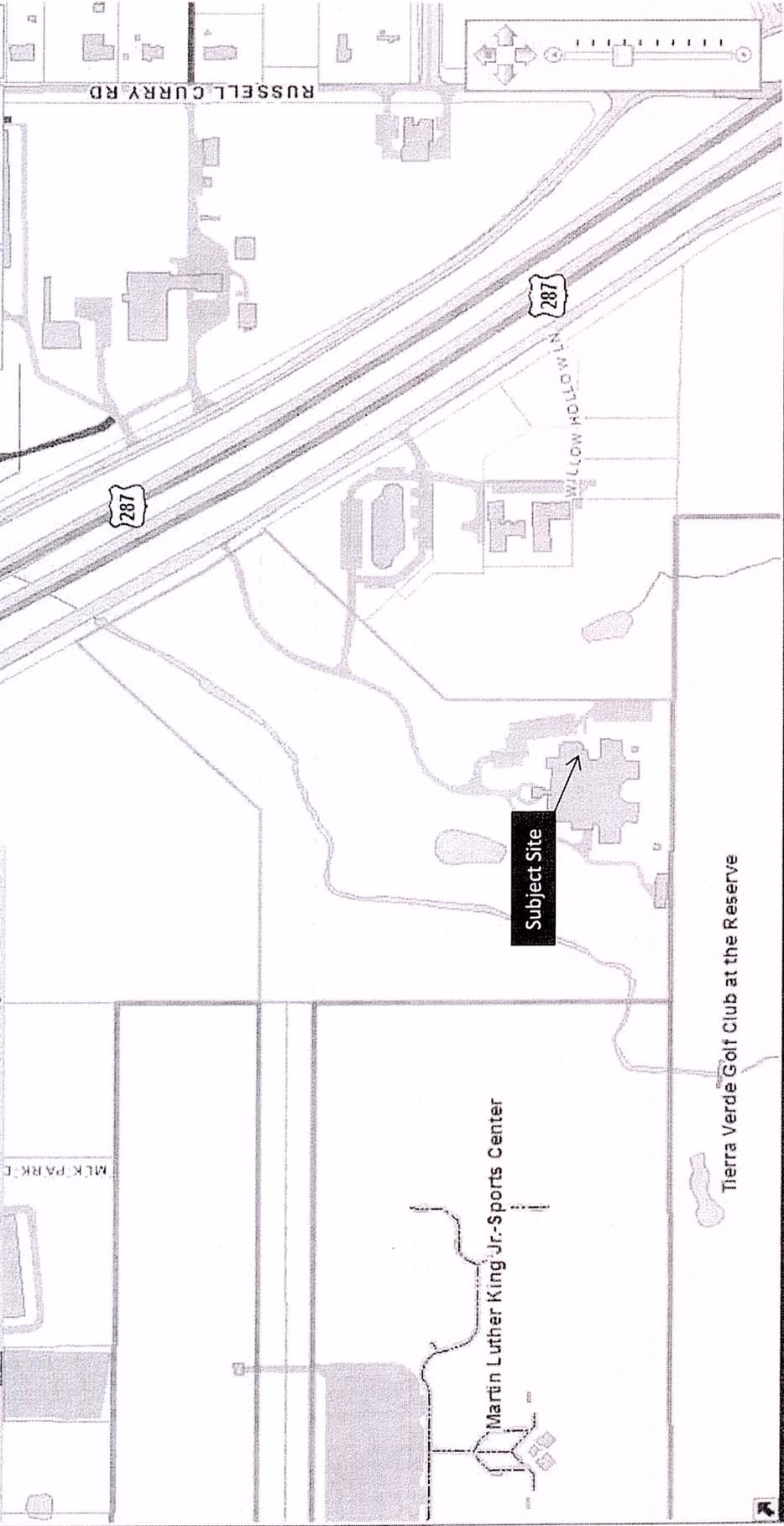
THENCE continuing along the common line between said called 30.704 acre tract of land and said Lot 3, N00°02'45"W, at a distance of 966.35 feet passing a 1/2 inch iron rod found for the northeast corner of said Lot 3 and the southeast corner of the tract of land conveyed to Texas Electric Service Company (now Oncor Electric Delivery Company, LLC), by deed recorded in Volume 3901, Page 367, D.R.T.C.T., continuing along the common line between said called 30.704 acre tract of land and said called Texas Electric Service Company tract of land, for a total distance of 1116.35 feet to a 5/8 inch iron rod found for the northwest corner of said called 30.704 acre tract of land, northeast corner of said Texas Electric Service Company tract of land, southeast corner of Lot 2 of said J.E. Wilson, South Addition and southwest corner of that called 27.78 acre tract of land conveyed to Overcoming Faith Christian Center, Inc. by deed recorded in County Clerk's instrument No. D203358322, D.R.T.C.T.;

THENSE along the common line between said called 30.704 acre tract of land and said called 27.78 acre tract of land, N89°57'29"E, for a distance of 584.74 feet to a ½ inch iron rod found for corner;

THENCE continuing along the common line between said called 30.704 acre tract of land and said called 27.78 acre tract of land, N44°30'40"E, for a distance of 699.68 feet to a ½ inch iron rod found for the north corner of said called 30.704 acre tract of land and southeast corner of said called 27.78 acre tract of land, some lying on the aforementioned southwest right-of-way line of U.S. 287 Highway;

Thence along the common line between said called 30.704 acre tract of land and said U.S. 287 Highway, S30°20'36"E, for a distance of 331.74 feet to an iron rod with TxDOT cap found (controlling monument) for corner;

Thence continuing along the common line between said called 30.704 acre tract of land and said U.S. 287 Highway S34°16'35"E, for a distance of 268/03 feet to the POINT OF BEGINNING and containing 30.704 acres (1,227,471 square feet) of land, more or less.



Subject Site

Martin Luther King Jr. Sports Center

Terra Verde Golf Club at the Reserve

RUSSELL CURRY RD

287

WILLOW HOLLOW LN

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