

Resolution No. 14-167

A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between AmeriCredit Financial Services, Inc. and the City of Arlington, Texas relative to the acquisition and modification of the property located at 3801 S. Collins St. in Arlington, Texas for the expansion of financial services operations into the building located on the premises

WHEREAS, CITY has found that providing a program consisting of a grant of funds to AmeriCredit Financial Services, Inc. (hereinafter referred to as "OWNER") in exchange for OWNER'S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

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

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; NOW THEREFORE

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

I.

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

II.

That the City Manager or his designee is authorized to execute a Chapter 380 Grant Agreement with OWNER to provide certain economic incentives associated with the acquisition and modification of the property located at 3801 S. Collins St. in

Arlington, Texas for the expansion of financial services operations into the building located on the premises.

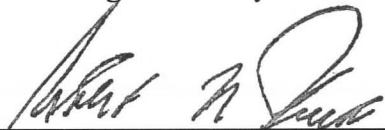
III.

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

IV.

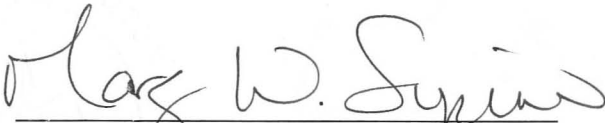
A substantial copy of the Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 24th day of June, 2014, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



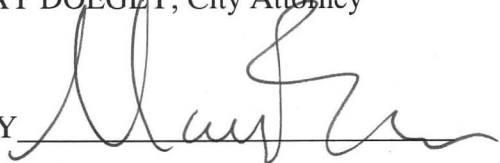
ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY 

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CHAPTER 380 GRANT AGREEMENT

THIS Agreement is entered into by and between **AMERICREDIT FINANCIAL SERVICES, INC.** (the “OWNER”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee (hereafter referred to as “CITY”).

WITNESSETH:

WHEREAS, the CITY has found that providing a program of incentives to OWNER in exchange for OWNER’S completion of the project proposed by OWNER would promote local economic development and stimulate business and commercial activity within the City of Arlington (hereafter referred to as PROGRAM); and

WHEREAS, the CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the incentive PROGRAM provided herein; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual promises contained herein, do hereby agree as follows:

**I.
DEFINITIONS**

- A. “Added Taxable Value” is defined as the value of the Eligible Property above the Base Year Value, as determined by the Tarrant Appraisal District, on January 1 of the applicable tax year.
- B. “Base Year Value” is defined as the taxable value of the Eligible Property as of January 1, 2014, as determined by the Tarrant Appraisal District, which shall be the lower of \$12,650,000 or the final determination of taxable value for 2014 following protest of the same (TAD Account Numbers: 40331865 and 40331857) for purposes of this Agreement.
- C. “Eligible Property” is defined as the Premises and the real property improvements erected or affixed to the Premises.

- D. "Grant" means an annual payment of money from CITY to OWNER.
- E. "Job" is defined as a permanent, full-time employment position that results in actual paid employment on the Premises of at least one thousand, eight hundred and twenty (1,820) hours per position in a year. Employment positions shall include OWNER'S direct employees and related contractors or consultants so long as the contractor or consultant's place of work is on the Premises as a result of the Project. Jobs shall not include part-time employment.
- F. "Premises" is defined as the Real Property (including the building as modified for the Project) located at 3801 S. Collins St., Arlington, Texas 76014, further described in **Exhibit "A"**. The parties acknowledge that a secondary address for the Premises exists, which is 1100 E. Arbrogk Blvd., Arlington, Texas 76014.
- G. "Project" is defined as: OWNER'S acquisition and modification of the property located at 3801 S. Collins St., Arlington, Texas 76014, for the expansion of its financial services operations into the building located on the Premises.
- H. "Sales Tax Receipts" is defined as the CITY'S receipt from the State of Texas from the collection of the CITY'S one percent (1%) sales and use tax imposed by the CITY (it being expressly understood that the CITY'S sales and use tax receipts are being used only as a measurement for its participation through the use of general funds), attributed to the collection of the CITY'S one percent (1%) sales and use tax as a result of the sale to and purchase by OWNER of taxable items associated with the Project that are consummated in the CITY.

II.
IMPROVEMENT CONDITIONS AND REQUIREMENTS

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

- A. OWNER will complete the Project by expanding OWNER'S financial services operations into the building located on the Premises by no later than December 31, 2016.
- B. OWNER'S completion of the Project must result in \$5,000,000 Added Taxable Value by tax year beginning January 1, 2017.
- C. OWNER'S completion of the Project must result in 200 or more Jobs on the Premises by December 31, 2016 and 400 or more Jobs on the Premises by December 31, 2017. Such Jobs must be new, permanent Jobs resulting from the expansion of OWNER'S business onto the Premises.

- D. The Premises and the Project must conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- E. OWNER covenants and agrees to use all reasonable efforts to cause the Project to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws 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 2264.01(4) of the Texas Government Code. In accordance with section 2265.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 1324a(f), OWNER shall repay to the CITY the full amount of the grant payment(s) made under section V of this Agreement, plus 10% per annum from the date the grant payment(s) was made. Repayment shall be paid within 120 days after the date OWNER receives notice of violation from the CITY.

III. GRANTS

In exchange for OWNER'S completion and compliance with the Conditions and Requirements set forth in section II above, CITY shall make the following Grants:

- A. **Ad Valorem Grant.** On an annual basis, beginning in 2018 and ending in 2024, CITY agrees to pay to OWNER a Grant payment calculated as provided below.
 - 1. Each Grant payment shall be determined annually based upon the following:
 - a. An amount equal to 75% of the ad valorem taxes collected by CITY in the previous tax year for the Added Taxable Value.
 - b. An additional amount equal to 10% of the ad valorem taxes collected by CITY in the previous tax year for the Added Taxable Value if the wages for the Jobs are above the median wage for Arlington. 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 certification is submitted to the City. To qualify, OWNER'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 OWNER'S median wage must exceed will be determined by taking the differences between the reported high estimate and

estimate and multiplying the difference by 1.20 and adding this figure to the estimate.

- c. An additional amount equal to 5% of the ad valorem taxes collected by the CITY in the previous tax year if OWNER provides proof that OWNER utilized Arlington contractors and/or certified minority/women-owned contractors for a minimum of 30% of the total costs for the Project's construction, supply and service expenses.
2. Each year OWNER must certify compliance by March 15 of payment in full of all real property taxes for property located at the Premises, subject to the right of protest. Each year OWNER must also certify Jobs required, such certification shall be accompanied by an employment report generated by owner documenting the number of Jobs at the Premises during the prior calendar year. Failure to timely submit the annual certifications in accordance with this subsection after notice and opportunity to cure as provided in Section VI(B) below shall waive OWNER'S right to the Grant for the relevant reporting period until such time as the certifications have been provided.
 3. All ad valorem grant payments will be paid by CITY to OWNER on or before June 1 of each year, beginning in June 2018 and ending in June 2024, provided the Conditions and Requirements contained in Section II have been met.
- B. **Sales Tax Grant.** CITY agrees to provide OWNER a one-time grant in an amount equal to fifty percent (50%) of the CITY's Sales Tax Receipts for the twenty-four-month period beginning the later of (i) July 1, 2014 and (ii) the date upon which OWNER obtains title to the Eligible Property (the "Sales Tax Period Commencement Date") through the date which is twenty-four months from the Sales Tax Period Commencement Date (the "Sales Tax Period"). The sale of taxable items subject to this grant shall be for items directly related to the Project.
1. "Sales Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the CITY setting forth the CITY'S receipts from the State of Texas from the collection of the CITY'S one percent (1%) sales and use tax imposed by the CITY for the sale to and purchase by OWNER of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period which are to be used to determine the amount of the grant and to determine OWNER eligibility for the grant, together with such supporting documentation, as CITY may reasonably request. The Sales Tax Certificate shall at a minimum contain and include or be accompanied by the following:

- a. A schedule detailing the amount of the CITY'S one percent (1%) sales and use tax collected and paid to the State of Texas as a result of the sale to and purchase by OWNER of taxable items purchased in association with the Project that are consummated in the CITY during the Sales Tax Period.
 - b. If, acting reasonably, the CITY determines that its one percent (1%) sales and use tax was not collected and remitted, CITY may request copies of certain sales and use tax returns and reports, sales and use tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by a company, business or other legal entity (the OWNER'S Vendor) showing the CITY'S one percent (1%) sales and use tax collected (including sales and use tax paid directly to the State of Texas pursuant to a direct payment certificate) for the sale to and purchase by OWNER of taxable items associated with the Project during the Sales Tax Period.
 - c. A copy of all direct payment and self-assessment returns, including amended returns, filed by OWNER during the Sales Tax Period showing the CITY'S one percent (1%) sales and use tax paid by OWNER for the purchase of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period.
 - d. Information concerning any refund or credit received by OWNER of the CITY'S one percent (1%) sales or use taxes paid by OWNER (including any sales and use tax paid directly to the State of Texas pursuant to a direct payment permit) which has previously been reported by OWNER as sales and use tax paid or collected during the Sales Tax Period.
2. A schedule detailing the total of sales tax paid by OWNER for the purchase of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period.
 3. CITY agrees, to the extent allowed by law, to maintain the confidentiality of the Certifications.
 4. In the event the State of Texas determines that the CITY erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the CITY exceeds the correct amount of sales and use tax applicable to this grant, the OWNER shall, within thirty (30) days after receipt of notification thereof from the CITY specifying the amount by which the grant exceeded the amount to which the COMPANY was entitled pursuant

to such State of Texas determination, pay such amount to the CITY. As a condition precedent to payment of such refund, the CITY shall provide OWNER with a copy of such determination by the State of Texas. The provisions of this subsection shall survive termination of this Agreement.

5. OWNER shall provide the CITY with the Sales Tax Certificate by sixty (60) days following the end of the Sales Tax Period. The grant shall be paid by CITY to OWNER within one hundred twenty (120) days following the CITY'S receipt of the Sales Tax Certificate required in this section.
6. The grant made hereunder shall be paid from current revenue from available funds that have been appropriated by the CITY. Under no circumstances shall CITY'S obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.
7. Under no circumstances shall CITY be obligated to pay the grant unless there is available Sales Tax Receipts and not until receipt of the Sales Tax Certificate. CITY shall not be required to provide the grant unless the CITY has received the Sales Tax Receipts for the covered time period attributed to the sale to and purchase by OWNER of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period.

IV. ASSIGNMENTS

It is intended by the parties hereto that this Agreement may be assigned by OWNER to a successor owner only with prior written approval of the City Council, which approval will not be unreasonably withheld or delayed.

V. INDEMNIFICATION

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

**VI.
BREACH AND RECAPTURE**

- A. Breach - A breach of this Agreement that is not cured following notice and opportunity to cure as provided herein may result in termination or modification of this Agreement and recapture by CITY of Grants. The following conditions shall constitute a breach of this Agreement:
1. OWNER terminates use of the Premises for more than 30 days at a time at any time during the duration of the Agreement; or
 2. OWNER fails to meet the Conditions and Requirements as specified in Section II (A), (B), (C), (D), and (E) or OWNER fails to provide certifications required by Section III (B) above.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has 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 Grants may occur. Notice of breach shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section VII of this Agreement.
- C. Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1) or A(2) of this Section and such breach is not cured pursuant to the procedures outlined in Paragraph B of this Section, CITY may terminate this Agreement and recapture all Grant payments made under this Agreement up to the time of breach, subject to the meeting of Section VI(B) herein providing an instance when recapture will not occur.

**VII.
NOTICE**

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

OWNER: AmeriCredit Financial Services, Inc.
 801 Cherry St., Suite 3500
 Fort Worth, Texas 76102
 Attn: Accounting Corporate Taxes

CITY: City of Arlington
P.O. Box 90231
Arlington, Texas 76004-3231
Attention: City Manager

Any party may change the address and add additional parties to whom notice will be sent by giving the other parties written notice in the manner provided in this Section.

**VIII.
TERM**

This Agreement shall become effective when executed by OWNER and CITY and shall terminate after the last grant payment under Section III is made, unless sooner terminated in accordance with this Agreement.

**IX.
FORCE MAJEURE**

Neither CITY nor OWNER, nor any successor in interest or assignee shall be considered in breach or default of their respective obligations under this Agreement, and time for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, governmental action or inaction for an unreasonable period (unless caused by gross negligence or omissions by OWNER), acts of God, or similar events.

**X.
COUNTERPARTS**

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

**XI.
SUCCESSORS AND ASSIGNS**

CITY and OWNER each bind themselves, their successors, executors, administrators and assigns to the other party to this agreement. Except as specifically provided in this Agreement, neither CITY nor OWNER will assign, sublet, subcontract or transfer any interest in this agreement without the written consent of the other party.

**XII.
ENTIRE AGREEMENT**

This agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**XIII.
APPLICABLE LAW**

This Agreement is entered into subject to the Arlington City Charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**XIV.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XV.
REMEDIES**

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

**XVI.
NO THIRD-PARTY BENEFICIARIES**

For purposes of this agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or OWNER or both; and (2)

the terms of this agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

**XVII.
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 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 in organizations proposed for work on this agreement, OWNER agrees to consider this policy and to use reasonable efforts to select and employ such companies and persons for portions of the work under this Agreement.


**XVIII.
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.

**XIX.
AUTHORITY**

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Chapter 380 Grant Agreement on behalf of the CITY.

**AMERICREDIT FINANCIAL
SERVICES, INC.**

BY 
Name: Michael A. Duskin
Title: SVP - Accounting Corporate Tax
Date: 7-11-2014

WITNESS:

Brandon Ellison

CITY OF ARLINGTON, TEXAS

BY Donald E. Jakeway
DONALD E. JAKEWAY
Deputy City Manager
Date: 7-15-14

ATTEST:

Mary W. Supino
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY Jay Doegey

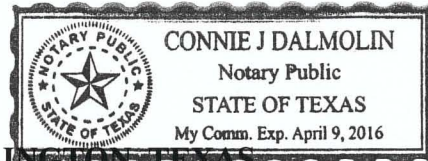
THE STATE OF TEXAS §
§ AMERICREDIT FINANCIAL SERVICES, INC.
COUNTY OF TARRANT § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael A. Dushner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed same for and as the act and deed of AMERICREDIT FINANCIAL SERVICES, INC. and as the SVP - ACCOUNTING CORP. TAX 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 8 day of July, 2014.

Connie Dalmolin
Notary Public in and for
The State of Texas
CONNIE DALMOLIN
Notary's Printed Name

4-9-2016
My Commission Expires



THE STATE OF TEXAS §
§
COUNTY OF TARRANT § Acknowledgment
CITY OF ARLINGTON, TEXAS

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 16th day of July, 2014.

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

7/1/18
My Commission Expires

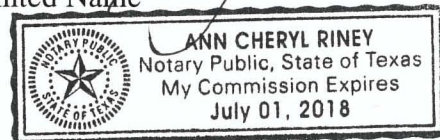


Exhibit "A"

Premises

FIELD NOTE DESCRIPTION

STATE OF TEXAS
COUNTY OF TARRANT

BEING a tract of land situated in the R.R. RAMEY SURVEY, Abstract No. 1343 and being all of LOT 2 and LOT 3, BLOCK 9 of the ARLINGTON TECH CENTRE, an addition to the City of Arlington as recorded in Cabinet A, Slide B145 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described as follows;

BEGINNING at the most southwesterly corner of said LOT 2, BLOCK 9, said point being set in the easterly Right-of-Way line of SOUTH COLLINS STREET (variable width Right-of-Way) which a 1/2 inch iron rod found bears South 21 deg 29 min 07 sec East a distance of 0.43 feet;

THENCE along the easterly Right-of-Way line of said SOUTH COLLINS STREET as follows;

North 32 deg 28 min 47 sec West a distance of 74.68 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 1440.00 feet and having a chord bearing of North 23 deg 54 min 43 sec West and a chord length of 429.05 feet;

Continuing along said curve to the right through a central angle of 17 deg 06 min 08 sec and an arc length of 430.65 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for the point of tangency;

North 06 deg 59 min 04 sec West a distance of 238.91 feet to a Pk nail set in asphalt pavement for the beginning of a curve to the right having a radius of 1425.00 feet and having a chord bearing of North 05 deg 15 min 55 sec West and a chord length of 26.43 feet;

Continuing along said curve to the right through a central angle of 01 deg 03 min 45 sec and an arc length of 26.43 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the southerly line of LOT 12 of the ROBERT RAMEY ADDITION, an addition to the City of Arlington as recorded in Volume 388-172, Page 58 (PRTCT);

THENCE departing the easterly Right-of-Way line of said SOUTH COLLINS STREET and along the southerly line of said LOT 12 South 89 deg 23 min 19 sec East a distance of 199.97 feet to a Pk Nail set in asphalt pavement for the most southeasterly corner of said LOT 12;

THENCE along the easterly line of said LOT 12 North 00 deg 16 min 53 sec East a distance of 235.00 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the southerly Right-of-Way line of EAST ARBROOK BOULEVARD (variable width Right-of-Way);

THENCE departing the easterly line of said LOT 12 and along the southerly Right-of-Way line of said EAST ARBROOK BOULEVARD South 99 deg 23 min 19 sec East a distance of 580.36 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the westerly line of LOT 1R, BLOCK 9 of the said ARLINGTON TECH CENTRE;

THENCE departing the southerly Right-of-Way line of said EAST ARBROOK BOULEVARD and along the westerly line of said LOT 1R, BLOCK 9 South 00 deg 18 min 53 sec West a distance of 217.57 feet to a 1/2 inch iron rod found for the most southwesterly corner of said LOT 1R, BLOCK 9;

THENCE along the southerly line of said LOT 1R, BLOCK 9 South 69 deg 25 min 52 sec East passing through a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for the most northwesterly corner of LOT 3, BLOCK 9 at a distance of 359.01 feet continuing in all a distance of 768.88 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for the most northeasterly corner of said LOT 3, BLOCK 9, said point being set in the westerly Right-of-Way line of VELA DRIVE (60' Right-of-Way);

THENCE along the departing the southerly line of said LOT 1R, BLOCK 9 and along the westerly Right-of-Way line of said VELA DRIVE as follows;

South 00 deg 34 min 08 sec West a distance of 307.38 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for the beginning of a curve to the right having a radius of 570.00 feet and having a chord bearing of South 13 deg 31 min 02 sec West and a chord length of 255.44 feet;

Continuing along said curve to the right through a central angle of 25 deg 53 min 47 sec and an arc length of 257.63 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being the beginning of a corner-clip;

THENCE departing the westerly Right-of-Way line of said VELA DRIVE and along said corner-clip South 73 deg 56 min 35 sec West a distance of 34.58 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for corner, said point being set in the northerly Right-of-Way line of GAMBREL ROAD (60' Right-of-Way) and being the beginning of a non-tangent curve to the left having a radius of 1380.00 feet and having a chord bearing of North 73 deg 07 min 10 sec West and a chord length of 609.82 feet;

THENCE departing said corner-clip and along the northerly Right-of-Way line of said GAMBREL ROAD as follows;

Continuing along said non-tangent curve to the left through a central angle of 25 deg 31 min 47 sec and an arc length of 614.90 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for the beginning of a non-tangent curve to the left having a radius of 50.00 feet and having a chord bearing of South 73 deg 53 min 36 sec West and a chord length of 95.38 feet ;

Continuing along said non-tangent curve to the left through a central angle of 145 deg 02 min 07 sec and an arc length of 126.57 feet to a 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for the point of tangency;

THENCE departing the northerly Right-of-Way line of said GAMBREL ROAD South 00 deg 18 min 53 sec West a distance of 292.90 feet 1/2 inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being the most northeasterly corner of LOT 10 of the said ROBERT RAMEY ADDITION;

THENCE along the northerly line of said LOT 10 North 89 deg 41 min 07 sec West a distance of 507.00 feet to a Pk Nail found in asphalt for corner;

THENCE South 57 deg 31 min 13 sec West a distance of 28.40 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 22.352 acres or 973,643 square feet of land more or less. Bearings contained within this field note description are based upon an on the ground survey performed in the field on the 21st day of September, 2006 utilizing the bearings as found on the plat of the ARLINGTON TECH CENTRE, an addition to the city of Arlington as recorded in Cabinet A, Slide B145 (PRTCT).