

# GM Arlington Logistics Center

Location: 2919 E Division St  
 Property Owner: General Motors, LLC  
 PO Box 9024  
 Detroit MI 48202

### About the Project

The Arlington Logistics Center is a major expansion of the General Motors manufacturing operation in Arlington. NP Arlington Industrial, LLC, constructed two industrial buildings, totaling 1.2 million square feet, on property at the northeast corner of State Highway 360 and East Division Street (the site of the former Six Flags Mall). General Motors, as tenant of the two new industrial buildings, will house various automotive manufacturing suppliers there to serve the General Motors plant at the southwest corner of State Highway 360 and East Division Street. NP Arlington Industrial, LLC and General Motors intend to have the project completed by December 2018. The Chapter 380 Program Agreement for Economic Development Incentives with General Motors, LLC will allow for annual incentive grants equivalent to 80 percent of the ad valorem taxes collected by the City on business personal property at the project site for a period of ten years. The Arlington Logistics Center is estimated to support up to 1,800 employees at project build-out.

### Goals of the Project

Recruited business activity, job creation, property tax base enhancement

### Current Status

General Motors completed the Project as required and qualifies for annual grant payments.

### Benefit to City

1,500+ jobs created; target industry recruitment/retention; business personal property tax base enhancement

<b>Year Approved by Council</b>	2014
<b>Base Year</b>	2017
<b>Beginning Year</b>	2019 (FY20)
<b>Ending Year</b>	2028 (FY29)
<b>Duration</b>	10 years
<b>Base Year Value</b>	\$ -
<b>Property Tax Account Number(s)</b>	BPP accounts: 14585095, 13565451, 14593985, 14593993
<b>Total Rebate Allowed</b>	80%
<b>Total Estimated Investment by Company</b>	\$ 30,000,000

Criteria Evaluated	Complete project by delivering, installing or locating Eligible Property on the Premises by 12/31/2018
Occupancy Premises as tenant, or cause subtenants/licensees to occupy Premises, for term of Agreement	
Primary business activity of Owner, or any subtenants/licensees, must meet the following NAICS Codes: 336330, 336340, 336350, 336370	
Do not fail to render any property for taxation	
Always pay ad valorem tax levy on/before the due date each year	
Do not knowingly employ undocumented workers	
Create and fill Full-Time Jobs at the Premises according to the following schedule:	
- At least 450 Full-Time Jobs by 1/1/2020	
- At least 600 Full-Time Jobs by 1/1/2021	
- At least 750 Full-Time Jobs by 1/1/2022	
- At least 950 Full-Time Jobs by 1/1/2023 (to be maintained for remaining term)	

Incentives Allowed	Equivalent of 80% of BPP taxes collected by the City in the previous year on the Added Taxable Value of the Eligible Property.
	*Eligible Property is defined as the taxable BPP, detailed in Exhibit "A," delivered to, installed, or located on the Premises after the effective date of this Agreement (08/25/2017) and before 1/1/2019.

Year	Rebate Percentage Allowed on Eligible Property	Appraised Value	Percentage of Total Value Rebated	Eligible Value	Rebated Levy	Total Jobs Reported	Average Salary	Rebate as % of Total Tax Liability	
2019 (FY20)	80%	31,420,972	60%	18,742,328	93,562	786	94,000	20%	14,993,862.40
2020 (FY21)	80%	33,797,737	40%	13,378,352	66,624	1,595	111,000	10%	10,702,681.32
2021 (FY22)	80%	73,621,499	15%	10,728,460	53,196	1,265	112,000	4%	8,582,768.31
2022 (FY23)	80%	63,219,711	14%	8,897,921	42,696	1,204	140,897	2%	7,118,336.80
2023 (FY24)	80%								
2024 (FY25)	80%								
2025 (FY26)	80%								
2026 (FY27)	80%								
2027 (FY28)	80%								
2028 (FY29)	80%								
<b>TOTAL</b>					<b>\$</b>	<b>256,078</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)	Total Annual Tax Bill
2019 (FY20)	117,698	44,137	42,332	24,553	244,954	<b>473,673</b>
2020 (FY21)	166,736	62,677	60,113	34,866	371,533	<b>695,924</b>
2021 (FY22)	300,953	111,194	108,975	63,206	660,756	<b>1,245,085</b>
2022 (FY23)	463,425	173,070	173,401	100,574	1,011,145	<b>1,921,615</b>
2023 (FY24)						
2024 (FY25)						
2025 (FY26)						
2026 (FY27)						
2027 (FY28)						
2028 (FY29)						

**Resolution No. 17-144**

**A resolution authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between General Motors LLC and the City of Arlington, Texas relative to the location of various automotive manufacturing suppliers in 1.2 million square feet of leased industrial space to be built in Reinvestment Zone Number Forty-Six in the City of Arlington, Texas, to serve the General Motors plant at the southwest corner of State Highway 360 and East Division Street**

WHEREAS, CITY has found that providing a program consisting of a grant of funds to General Motors LLC (hereinafter referred to as "GM") in exchange for GM'S location of various automotive manufacturing suppliers in 1.2 million square feet of leased industrial space to be built in Reinvestment Zone Number Forty-Six in the City of Arlington, Texas, to serve the General Motors plant at the southwest corner of State Highway 360 and East Division Street 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, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; 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, 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 Program Agreement for Economic Development Incentives with GM to provide certain economic incentives associated with GM's location of various automotive manufacturing suppliers in 1.2 million square feet of leased industrial space to be built in Reinvestment Zone Number Forty-Six in the City of Arlington, Texas, to serve the General Motors plant at the southwest corner of State Highway 360 and East Division Street.

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.

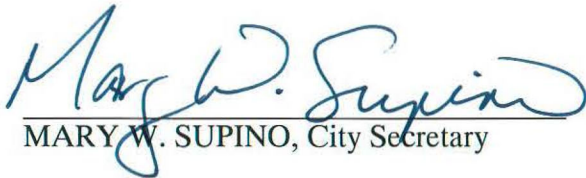
A substantial copy of the Chapter 380 Program Agreement for Economic Development Incentives is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 13th day of June, 2017, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY 

**Exhibit “A”**

**Agreement**

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

THIS **CHAPTER 380 PROGRAM AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES** (“Agreement”) is executed by and between **GENERAL MOTORS LLC**, an entity authorized to do business in Texas, (hereafter referred to as “OWNER”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “CITY”).

WITNESSETH:

WHEREAS, CITY has found that providing a program consisting of a grant of funds to 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 Texas Local Government Code provides statutory authority for establishing and administering the program provided herein; NOW THEREFORE,

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

**I.**  
**Definitions**

- A. “Added Value” is defined as the taxable 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 located on the Premises as of January 1, 2017, as determined by the Tarrant Appraisal District, which shall be \$0.00 for purposes of this Agreement.
- C. “Eligible Property” is defined as the taxable business personal property, detailed in **Exhibit “A,”** delivered to, installed, or located on the Premises, after the effective

date of this Agreement and before January 1, 2019. **Exhibit “A”** is attached hereto and incorporated herein for all purposes

- D. “Full Time Job” is defined as a full-time employment position that results in actual employment on the Premises of at least 1,820 hours per position in a calendar year.
- E. “Premises” is defined as the real property described by metes and bounds in **Exhibit “B,”** located entirely within Reinvestment Zone Number Forty-Six.

## **II.** **Term**

This Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date CITY makes to OWNER the tenth annual grant payment as detailed in Subsection V.A. below, unless sooner terminated in accordance with this Agreement.

## **III.** **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.

## **IV.** **Improvement Conditions and Requirements**

The payment of the incentives described in Section V below is subject to the following conditions:

- A. OWNER must complete the project by delivering, installing, or locating the Eligible Property on the Premises no later than December 31, 2018.
- B. OWNER, as tenant of the Premises, shall occupy the Premises, or cause subtenants or licensees of OWNER to occupy the Premises for the term of this Agreement. OWNER’s primary business activity at the Premises, or any OWNER’s subtenants’ or licensees’ primary business activity at the Premises, shall meet the following North American Industry Classification System Codes: 336330, 336340, 336350, 336370.
- C. OWNER and OWNER’s subtenants or licensees, if any, shall collectively create and fill Full Time Jobs at the Premises in accordance with the following schedule:
  - 1. At least 450 Full-Time Jobs at the Premises by no later than January 1, 2020.

2. At least 600 Full-Time Jobs at the Premises by no later than January 1, 2021.
  3. At least 750 Full-Time Jobs at the Premises by no later than January 1, 2022.
  4. At least 950 Full-Time Jobs at the Premises by no later than January 1, 2023. Nine hundred and fifty (950) Full-Time Jobs must be maintained on the Premises throughout the remaining term of the Agreement.
- D. OWNER shall not fail to render for taxation any property located within the City of Arlington.
- E. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- 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.

**V.**  
**Incentives**

In exchange for OWNER's completion and compliance with the Conditions and Requirements set forth in Section IV above, CITY shall do the following:

- A. **Annual Grant.** For a period of ten (10) years, beginning in 2020 and ending in 2029, CITY agrees to pay to OWNER an annual grant payment calculated as follows:
1. Each grant payment shall be determined annually based upon the following:
    - a. An amount equal to 80% of the ad valorem taxes collected by CITY for the previous tax year on the Added Value.
  2. Annual grant payments will be paid by CITY to OWNER on or before June 1 of each year, beginning in June 2020 and ending in June 2029, provided the Conditions and Requirements contained in Section IV herein have been met.

3. Annual grant payments shall be subject to annual appropriation by the Arlington City Council in the annual budget and the CITY's obligations under this Agreement shall not constitute a general obligation of the CITY or indebtedness under the constitution or laws of the State of Texas.

## VI.

### Reports, Audits and Inspections

- A. Annual Certification and Reports - OWNER shall certify annually that OWNER is in compliance with the terms of this Agreement, and shall provide the reports and records reasonably necessary to support each year of this Agreement, as follows:
  1. Annual Certification -- OWNER shall complete and certify a 380 Grant Certification to be provided by CITY for each year of this Agreement, to be due annually not later than April 1. This certification shall include reports on Eligible Property values and costs, payment of ad valorem taxes due on Eligible Property, a narrative description of the project's progress, and other submittals required by this Agreement.
  2. Additional Records -- Additionally, throughout the term of this Agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the certifications and 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 at least five (5) business days in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available. CITY shall use reasonable efforts to minimize any interference with OWNER's or its subtenants' or licensees' operations on the Premises during any such audit. CITY acknowledges that the books and records concerning the Eligible Property are considered by OWNER to be confidential information. The OWNER acknowledges that the CITY is a governmental entity subject to the Texas Public Information Act. The CITY shall notify OWNER within five (5) business days after receiving any Public Information Act request that seeks disclosure of the information provided by OWNER. If OWNER takes the position that responsive information provided pursuant to this Section is not subject to public release pursuant to Section 552.110 of the Texas Government Code, or other applicable law, then the CITY shall seek a written opinion from the Texas Attorney General; however, OWNER must submit written comments to the Texas Attorney General to establish the reasons why the information should be withheld. The burden of establishing the applicability of exceptions to disclosure for such information resides with OWNER. Should the Texas Attorney General issue an opinion that the requested information, or any part thereof, should be released, the CITY may release such information without penalty or liability.



- C. Confidential Tax Information - OWNER authorizes the CITY to request and receive any and all property tax information relating to the Eligible Property from the Tarrant Appraisal District (“TAD”). OWNER agrees that release of such information will be made by TAD, upon request from the CITY, at any time from the execution of this Agreement until its termination. OWNER agrees to provide any waivers or releases requested by TAD to the CITY.
- D. Inspection - At all times throughout the term of this Agreement CITY shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is delivered, installed, or located on the Premises 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 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.
- E. Protest - This Agreement shall not be construed to prohibit OWNER’s protest or contest of any or all appraisals or assessments of any property on the Premises. The amount of the grants provided in Subsection V.A. above shall be based upon the taxes as finally determined by TAD to be due after such protests or contests are finally determined.

**VII.**  
**Use of Premises**

The Premises at all times shall be used in a manner that is consistent with state and local law, including the CITY’s Unified Development Code.

**VIII.**  
**Default and Recapture**

- A. Default - A default by OWNER of this Agreement may result in termination or modification of this Agreement and recapture by CITY of grant payments. The following conditions shall constitute a default by OWNER of this Agreement:
  - 1. OWNER fails to meet the Conditions and Requirements specified in Section IV.
  - 2. OWNER fails to provide the certifications or reports required under Section VI.
  - 3. Cross-Defaults: Any event that constitutes a default by the OWNER under the Tax Abatement and Chapter 380 Fee Waiver Agreement between the CITY and NP Arlington Industrial, LLC shall constitute an event of default of OWNER under this Agreement.

- B. Notice of Default - In the event that CITY makes a reasonable determination that OWNER has defaulted under this Agreement, then CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by CITY and recapture of grant payments may occur; provided, however, if default cannot be reasonably cured within such 60-day period then OWNER shall have an additional 60 days so long as OWNER has promptly commenced and is diligently pursuing a cure to completion. Notice of default shall be in writing and shall be delivered by certified mail to OWNER at its address provided in Section X of this Agreement.
- C. Recapture - During the first five (5) years of the grant payments provided for in this Agreement, should OWNER fail to cure a default of this Agreement during the cure period provided for in Section VIII.B., CITY may terminate this Agreement and recapture all grant payments made under this Agreement up to the time of default. During years six (6) through 10 of the grant payments provided for in this Agreement, should OWNER fail to cure a default of this Agreement during the cure period provided for in Section VIII.B., CITY may terminate this Agreement and recapture the grant payment for the calendar year during which the uncured default occurred. It shall be the duty of CITY to determine whether to require recapture of grant payments and to demand payment of such. Repayment of grant payments shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of grant payments, and the obligation of OWNER to pay such, shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue payment of recaptured grant payments pursuant to this Agreement.

## **IX.**

### **Effect of Sale or Lease of Property**

The grants authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises, unless such assignment is approved in writing by CITY, with the approval from the Arlington City Council; provided that such approval shall not be unreasonably withheld, conditioned or delayed.

## **X.**

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

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

General Motors LLC  
Attn: Mr. Timothy Conder  
Mail Code: 482-C19-GRE  
P.O. Box 300  
Detroit, Michigan 48265

CITY: City of Arlington  
City Manager's Office  
Attn: Economic Development Manager  
MS 01-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

With Copy to:  
City Attorney  
MS 63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

**XI.**  
**City Council Authorization**

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

**XII.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

**XIII.**  
**Estoppel Certificate**

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

**XIV.**  
**OWNER's Standing**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

**XV.**  
**Applicable Law**

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

**XVI.**  
**Indemnification**

**OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S DEFAULT OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH OWNER AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL**

**IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS IN EXCESS OF THE GRANT AMOUNT SET FORTH HEREIN, AND OWNER'S LIABILITY WITH RESPECT TO THIS ARTICLE XVI SHALL SURVIVE FOR A PERIOD OF ONE YEAR AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT.**

**XVII.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, or other casualty of a similar nature.

**XVIII.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XIX.**  
**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.**  
**Counterparts**

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

**XXIII.**  
**No Third-Party Beneficiaries**

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

**XXIV.**  
**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.


**XXV.**  
**Survival of Obligations**

All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.


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

**GENERAL MOTORS LLC**

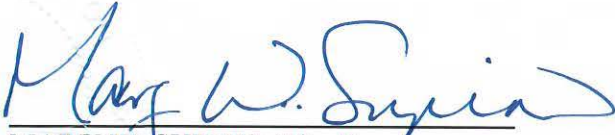
BY   
Signature \_\_\_\_\_  
Typed or Printed Title ARON FRANCE MANAGER  
Date 8/24/17

WITNESS: 

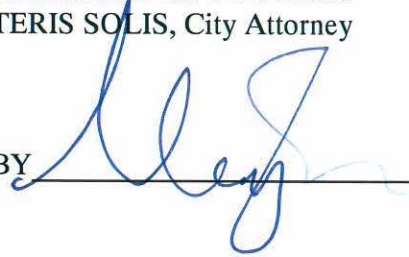
**CITY OF ARLINGTON, TEXAS**

BY   
JIM PARAJON  
Deputy City Manager  
Date 8.25.17

ATTEST:

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

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

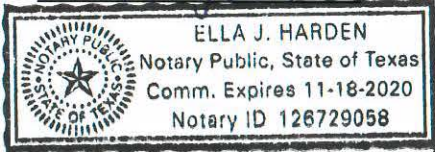


THE STATE OF Texas §  
COUNTY OF Tarrant §

**GENERAL MOTORS LLC**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James Bellis, known to me or proved to me on the oath of \_\_\_\_\_ or through Texas DL (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 **GENERAL MOTORS LLC**, and as the Plaintiff in Mg 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 24 day of August, 2017.



11-18-20  
My Commission Expires

Ella J. Harden  
Notary Public in and for  
The State of Texas  
Ella J. Harden  
Notary's Printed Name

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

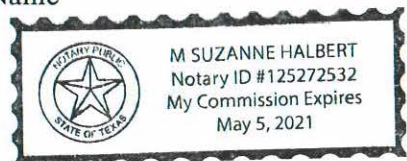
**CITY OF ARLINGTON, TEXAS**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as a **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 25th day of August, 2017.

5/5/21  
My Commission Expires

M Suzanne Halbert  
Notary Public in and for  
The State of Texas  
M. SUZANNE HALBERT  
Notary's Printed Name



## Exhibit "A"

### ELIGIBLE PROPERTY

Eligible property will include all taxable Business Personal Property that is intended to support industrial and automotive manufacturing uses and is rendered for taxation with the Tarrant County Appraisal District that is delivered to, installed, or located on the Premises as shown below. The approximate address of the Premises is 2919 East Division Street.



## Exhibit "B"

### PREMISES DESCRIPTION

Being a 80.531 acre tract of land situated in the John M Moss Survey, Abstract No.1349, Tarrant County, Texas, , and being a portion of Site 9RB, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 3-6, A&B, Plat Records, Tarrant County, Texas, and all of Site 9RA1, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 239, Plat Records, Tarrant County, Texas, and all of Site 9RC2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, Slide 9993, Plat Records, Tarrant County, Texas, and all of Site 9RD2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Cabinet A, 8585, Plat Records, Tarrant County, Texas, and all of Site 9RA2R, and Site 9RC1R1 Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D213253917, County Clerk Records, Tarrant County, Texas, and all of Sites 9RD1R1, 9RD1R2, 9RD1R3, 9RD1R4, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D214279289, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R2, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217043025, County Clerk Records, Tarrant County, Texas, and all of Site 9RC1R3, Great Southwest Industrial District, Industrial Community No. 2, Installment No. 5, as recorded in Document No. D217046511, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the most southerly point of a corner-clip at the intersection of the existing south right-of-way line of Galleria Drive (having a 60' R.O.W.), and the existing west right-of-way line of 109th Street (having a 100' R.O.W.);

THENCE South 00°33'38" East, along said existing west right-of-way line, a distance of 27.71 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 623.38 feet and a central angle of 40°34'16" and a long chord which bears South 20°52'39" East, 432.25 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the left an arc distance of 441.41 feet to a set 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap for corner;

THENCE South 41°07'53" East, continuing along said existing west right-of-way line, a distance of 241.14 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 351.52 feet and a central angle of 52°16'55" and a long chord which bears South 14°05'29" East, 309.75 feet;

THENCE continuing along said existing west right-of-way line, and along said non-tangent curve to the right an arc distance of 320.76 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE South  $12^{\circ}02'27''$  West, continuing along said existing west right-of-way line, a distance of 938.13 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the intersection of said 109th Street and the existing north right-of-way line of East Division Street (having a variable width R.O.W.);

THENCE North  $78^{\circ}12'36''$  West, leaving said existing west right-of-way line, and along the existing north line of said East Division Street, a distance of 1414.20 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North  $73^{\circ}57'51''$  West, continuing along said existing north right-of-way line, a distance of 122.22 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being in the existing east right-of-way line of North Watson Road (having a variable width R.O.W.);

THENCE North  $49^{\circ}21'02''$  West, leaving said existing north right-of-way line, and along said existing east right-of-way line, a distance of 379.77 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the left having a radius of 240.00 feet and a central angle of  $61^{\circ}12'24''$  and a long chord which bears North  $34^{\circ}33'26''$  West, 244.36 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the left an arc distance of 256.38 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North  $65^{\circ}09'38''$  West, continuing along said existing east right-of-way line, a distance of 147.87 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, for the beginning of a non-tangent curve to the right having a radius of 1145.17 feet and a central angle of  $27^{\circ}27'13''$  and a long chord which bears North  $24^{\circ}16'56''$  West, 543.48 feet;

THENCE continuing along said existing east right-of-way line, and along said non-tangent curve to the right an arc distance of 548.71 feet to a set 1/2 inch iron rod with a (GAI) cap for corner;

THENCE North  $10^{\circ}38'27''$  West, continuing along said existing east right-of-way line, a distance of 504.52 feet to a found 1/2 inch iron rod for corner, said point being the intersection of the existing east right-of-way line of said North Watson Road and the existing south right-of-way line of said Galleria Drive;

THENCE North  $89^{\circ}26'22''$  East, leaving said existing east right-of-way line, and along said existing south right-of-way line, a distance of 2171.73 feet to a set 1/2 inch iron rod with a (GAI) cap for corner, said point being the most northerly point of a corner-clip at the intersection of said existing Galleria Drive and said existing 109th Street;

THENCE South 45°33'38" East, leaving said existing south right-of-way line, and along said corner-clip, a distance of 21.21 feet to the POINT OF BEGINNING and CONTAINING 3,507,965 square feet, 80.531 acres of land, more or less.