

## Park Place Development (Park 7)

Location: 200 E Abram St & 325 S Mesquite St

Property Owner: CD/PARK7 ARLINGTON OWNER LP

461 PARK AVENUE S

NEW YORK, NY 10016

### About the Project

CD/Park7 Arlington Owner, LP (Owner) invested more than \$38 million to redevelop a two-block project area in downtown Arlington, one block from the University of Texas at Arlington. The mixed-use development contains approximately 308 residential units and 32,000 SF of commercial space. As part of the development, the Owner improved public infrastructure including water, sewer, drainage, traffic management, and pedestrian and streetscaping facilities at a cost of approximately \$1.4 million.

### Goals of the Project

Redevelopment; downtown revitalization; new residential and commercial space

### Current Status

The Project was completed and resulted in Taxable Value that exceeded the \$27 million requirement. The Owner is in compliance with the terms of the agreement and eligible for annual grant payments.

### Benefit to City

Property tax base enhancement; redevelopment; increased housing options downtown

Year Approved by Council	2021		
Beginning Year	2021		
Ending Year	2023		
Duration	3 years		
Property Tax Account Number(s)	42419016, 42419008		
Total Grant Allowed	\$ 450,000		
Total Estimated Investment by Company	\$ 38,000,000		
Development Agreement Annual Grants	\$ 150,000	2021	FY21
	\$ 150,000	2022	FY22
	\$ 150,000	2023	FY23
Annual Grants Paid to Date	\$ 450,000		
Retail Space Agreement Grant	\$ 220,000	2024	FY24
Total Grants	\$ 670,000		

### Development Agreement

**Criteria Evaluated** Complete Project by December 31, 2021 resulting in Taxable Value of at least \$27,000,000 by Tax Year 2021

Ensure all activity on the Premises conforms to applicable building codes, zoning ordinances and all other state, federal, or local laws, ordinances and regulations

Owner must apply for and obtain all necessary governmental permits and approvals for construction and operation of the Project

Do not fail to render for taxation any business personal property owned by Owner and located within the City of Arlington

Do not allow ad valorem taxes to become delinquent on any property located within the City of Arlington

### Retail Space Agreement

**Criteria Evaluated** Owner shall complete installation of a climate control HVAC system for the entirety of the approximately fourteen-thousand seven hundred and seventy-seven (14,777) square feet of the available retail space as depicted in Exhibit "A" within three-hundred sixty-five (365) days. Breach cure due date: 03.01.2024

Owner shall complete a minimum of three-thousand and five hundred (3,500) square feet of concrete floors in the identified available retail space within three-hundred and sixty-five (365) days).

All activity on the Premises conforms to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. Owner applied for and obtained necessary governmental permits and approvals for construction and operation of the Project. Breach cure due date: 03.01.2024

Owner has not failed to render for taxation any property owned and located in Arlington

Owner has not allowed the ad valorem taxes owed to the City to become delinquent beyond that last day they can be paid without the assessment of penalty.

# Staff Report



Chapter 380 Grant Agreement with CD/Park7 Arlington Owner, LP	
City Council Meeting Date: 01-12-2021	Documents Being Considered: Resolution

RECOMMENDATION

Consider a resolution authorizing the City Manager or his designee to execute a Chapter 380 Grant Agreement with CD/Park7 Arlington Owner, LP relative to the development of the Park Place mixed use development in downtown Arlington.

PRIOR BOARD OR COUNCIL ACTION

The Economic Development Committee met on August 4, 2020, and on August 18, 2020, to discuss the developer’s request for reimbursement of public infrastructure related to the project.

ANALYSIS

CD/Park7 Owner, LP, developer of the Park Place development, has completed the redevelopment of the two-block project area extending from the intersection of Mesquite and Abram Streets south to UTA Boulevard, at a cost of over \$38 million dollars. As part of the construction of the project, the developer improved public infrastructure that to support the the project, to include water, sewer, drainage, traffic management, and pedestrian and streetscaping facilities.

The developer made all necessary public infrastructure improvements during the construction phase of the project at a cost of approximately \$1.4 million. The developer’s request is for a \$450,000 grant from the City to offset some of the costs of the public infrastructure improvements. The Economic Development Committee reviewed the proposed request at two meetings and recommended approval of the grant. The proposed agreement would provide the grant over three fiscal years provided that the Park Place development maintain a taxable value of at least \$27,000,000 over the three-year reimbursement period.

FINANCIAL IMPACT

Funds for the incentive grant payments to CD/Park7 Arlington Owner, LP are available in the Innovation Venture Capital Fund, Account No. 910401-61002.

ADDITIONAL INFORMATION

Attached:	Resolution with Agreement
Under separate cover:	None
Available in the City Secretary’s office:	None

STAFF CONTACTS

Bruce Payne, CEcD, AICP  
Economic Development Manager  
817-459-6114  
[Bruce.Payne@arlingtontx.gov](mailto:Bruce.Payne@arlingtontx.gov)

**Resolution No. 21-011**

**A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between CD/Park7 Arlington Owner, LP and the City of Arlington, Texas relative to the development of the Park Place mixed use development in downtown Arlington**

- WHEREAS, CD/Park7 Arlington Owner, LP (hereinafter referred to as "OWNER") has completed the redevelopment of the two-block project area extending from the intersection of Mesquite and Abram Streets south to UTA Boulevard, at a cost of over \$38 million dollars; and
- WHEREAS, as part of the construction of the project, OWNER improved public infrastructure to support the project; and
- WHEREAS, OWNER made all necessary public infrastructure improvements during the construction phase of the project at a cost of approximately \$1.4 million; and
- WHEREAS, the OWNER's request is for a \$450,000 grant from the City to offset some of the costs of the public infrastructure; and
- 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, including the public infrastructure improvements, 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 Grant Agreement with OWNER to provide certain economic incentives to offset some of the costs of the public infrastructure associated with the development of the Park Place mixed use development in downtown Arlington.

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.

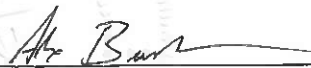
A substantial copy of the Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 12<sup>th</sup> day of January, 2021, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



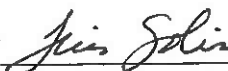
W. JEFF WILLIAMS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY 

**Exhibit "A"**



THE STATE OF TEXAS §  
 COUNTY OF TARRANT § **Chapter 380 Grant Agreement**

THIS Agreement is executed on \_\_\_\_\_, 2021, by and between **CD/PARK7 ARLINGTON OWNER LP**, an entity 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”**).

WITNESSETH:

WHEREAS, OWNER has pursued the re-development of two blocks (approximately 3.65 acres) in downtown Arlington; and

WHEREAS, due to the age of some of the infrastructure in downtown Arlington, OWNER has faced significant costs associated with upgrading various public utilities, and repaving portions of the right of way; and

WHEREAS, CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s development of a 580,000 square feet mixed-use project will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the “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 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; 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. “Taxable Value” is defined as the total taxable value of the Premises, improved with the Project, as appraised by the Tarrant Appraisal District.
- D. “Premises” are defined as the real property, land and improvements, containing approximately 3.65 acres of land located at 200 E. Abram Street, Arlington, Texas

76010 and 325 S. Mesquite Street, Arlington, Texas 76010, as depicted in **Exhibit “A”** attached hereto and incorporated herein for all purposes.

- E. “Project” is defined as development of a mixed-use project containing approximately 308 residential units and 32,000 square feet of commercial space, and related on-site and off-site improvements, further depicted in **Exhibit “B”** attached hereto and incorporated herein for all purposes.

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

This Agreement shall be effective on the date of execution and shall expire on the day the CITY pays to OWNER the last annual grant as provided for in Section IV.A. (the “Term”), unless otherwise sooner terminated in accordance with the terms of this Agreement.

## **III.** **Improvement Conditions and Requirements**

- A. OWNER shall complete the Project by no later than December 31, 2020. Completion of the Project shall be evidenced by the issuance of a final certificate of occupancy by the CITY for the Project.
- B. OWNER’s completion of the Project must result in Taxable Value of at least Twenty-Seven Million and 00/100 (\$27,000,000.00) no later than tax year 2021 (valued as of January 1, 2021). Further, the Taxable Value shall remain at or above Twenty-Seven Million and 00/100 (\$27,000,000.00) for the remainder of the Term of this Agreement.
- C. Throughout the Term, all activity on the Premises shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. OWNER shall apply for and obtain all necessary governmental permits and approvals for construction and operation of the Project.
- E. Throughout the Term, OWNER shall not fail to render for taxation any property owned by OWNER and located within the City of Arlington.
- F. Throughout the Term, 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.

**IV.**  
**Incentive Program**

In exchange for OWNER's development of the Project, CITY agrees to provide the following incentive program:

A. Annual Grants.

1. If all Improvement Conditions and Requirements set forth in Article III are satisfied, CITY agrees to provide three annual grants, in the amounts identified in Section A.2. below, beginning in 2021 and ending in 2023.
2. The amount of each annual grant shall be One Hundred and Fifty Thousand Dollars and 00/100 (\$150,000.00).
3. Annual grants shall be subject to the annual appropriation by the City Council of the CITY in the annual budget. The CITY's obligation under this Agreement to pay the annual grants shall not constitute a general obligation of the CITY or indebtedness under the constitution or laws of the State of Texas.
4. Each year OWNER must certify compliance by March 1<sup>st</sup> of payment in full of all ad valorem taxes due for the Premises for the prior tax year, subject to the right to protest. Failure to timely submit the annual certification after notice and opportunity to cure as provided in Article VII below shall waive OWNER's right to the annual grant for such year.
5. Annual grants will be paid by CITY to OWNER on or before April 1<sup>st</sup> of each year provided the Improvement Conditions and Requirements set forth in Article III are satisfied and OWNER has provided the CITY with all necessary certifications and additional records and information requested by the CITY.

**V.**  
**Records, Audits and Inspections**

- A. Additional Records and Information - Throughout the Term of this Agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the Improvement Conditions and Requirements set forth in Article III of this Agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records of OWNER related to the annual grants. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.



- C. Inspection - At all times throughout the Term of this Agreement, CITY shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Project 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 operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY.

**VI.**  
**Use of Premises**

The Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.

**VII.**  
**Breach and Recapture**

- A. Breach - Subject to Section VII.B. below, a breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by CITY of annual grant payments made as further set forth in Section VII.C below. OWNER's failure to satisfy any of the Conditions and Requirements as specified in Article III or OWNER's failure to provide records and information necessary to support the Improvement Conditions and Requirements, as specified in Article V, shall constitute a breach of this Agreement.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to cure such breach or this Agreement may be terminated by CITY, and recapture of annual grant payments made may occur pursuant to Section VII.C. below. Notice of breach and opportunity to cure shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Article X of this Agreement.
- C. Recapture - During the Term of this Agreement, should OWNER fail to timely cure a breach of this Agreement CITY may terminate this Agreement and recapture all annual grant payments made under this Agreement. It shall be the duty of CITY to determine whether to require recapture and to demand payment of such. Repayment of annual grant payments shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of annual grants made 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 annual grants pursuant to this Agreement.

**VIII.**  
**Undocumented Workers**

OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker at the Project 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 the annual grant payments provided under Article IV of this Agreement, plus 10% per annum from the date such annual grant payments were 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.

**IX.**  
**Effect of Sale or Lease of Property**

The incentive program authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Project unless such assignment is approved in writing by the CITY with approval of the City Council, which approval shall not be unreasonably withheld.

**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: CD/Park7 Arlington Owner LP  
Attention: Christopher Kritzman, VP Development  
461 Park Avenue S.  
New York, NY 10016

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

cc: City of Arlington  
Attention: City Attorney's Office  
Post Office 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 Agreement on behalf of the CITY.

**XII.**  
**Severability**

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

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

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

**XIV.**  
**Owner's Standing**

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

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

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

**XVI.**  
**Indemnification**

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes

**no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any 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.**

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

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**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.**  
**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.

**XX.**  
**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.

[Signature Page to Follow]

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

**CD/PARK 7 ARLINGTON OWNER LP**

BY \_\_\_\_\_  
[NAME]  
[TITLE]  
Date \_\_\_\_\_

WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
JIM PARAJON  
Deputy City Manager  
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

THE STATE OF TEXAS    §  
  §           **CD/PARK7 ARLINGTON OWNER LP**  
COUNTY OF \_\_\_\_\_ §                   **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*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 **CD/PARK7 ARLINGTON OWNER LP**, an entity duly authorized to do business in the State of Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS    §  
  §           **CITY OF ARLINGTON, TEXAS**  
COUNTY OF TARRANT §                   **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 the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

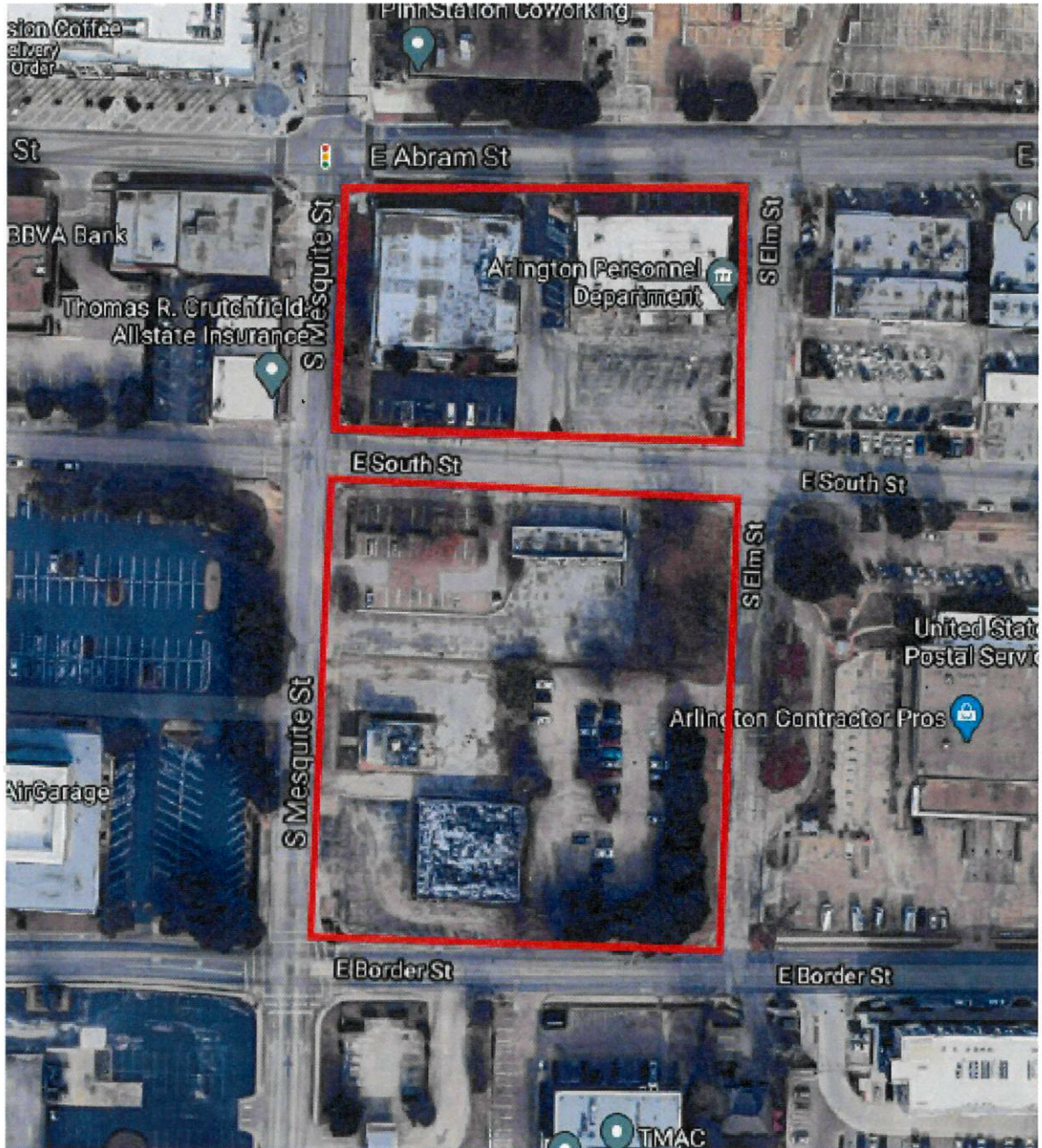
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

**Exhibit "A"**  
**PREMISES**





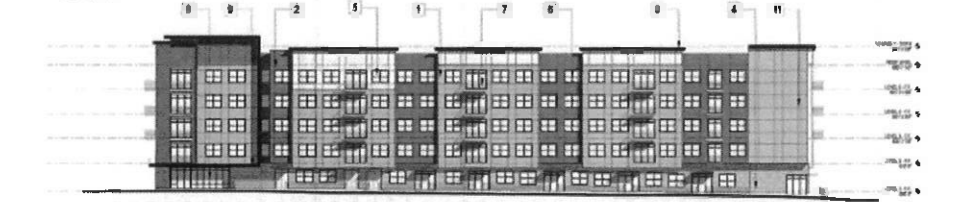




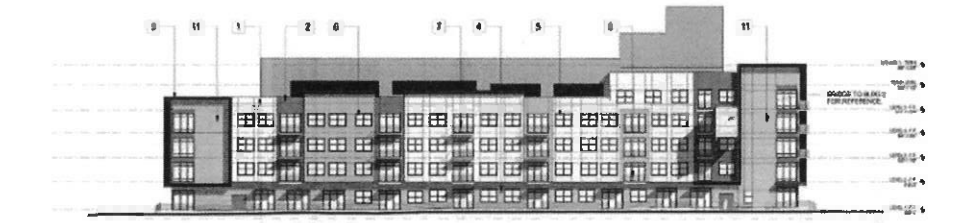
4 WEST ELEVATION OVERALL - BLDG 1  
1/4" = 1'-0"



3 EAST ELEVATION OVERALL - BLDG 1  
1/4" = 1'-0"



2 SOUTH ELEVATION OVERALL - BLDG 1  
1/4" = 1'-0"



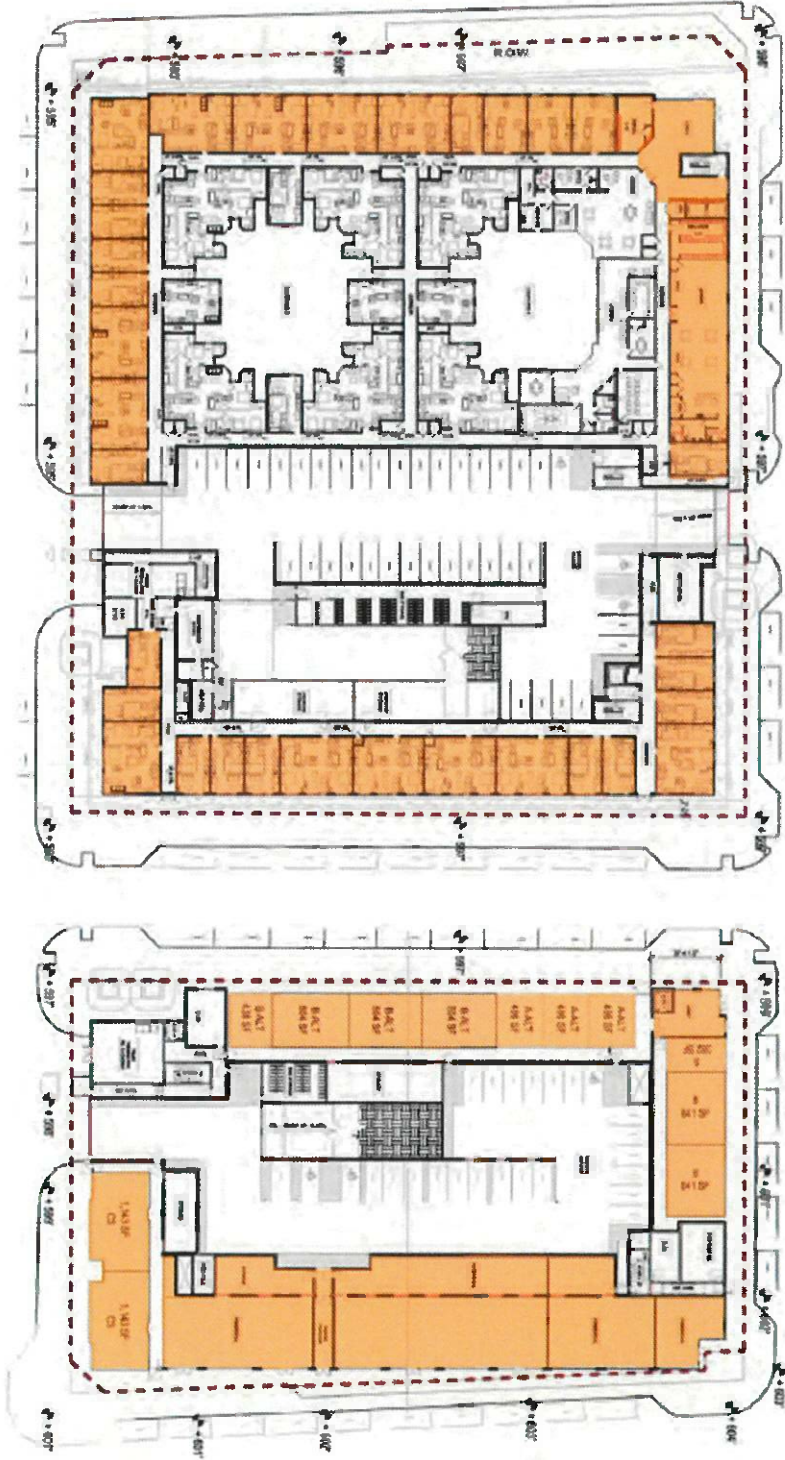
1 NORTH ELEVATION OVERALL - BLDG 1  
1/4" = 1'-0"

**MATERIALS / COLOR REFERENCE**

1	STUCCO FINISH SHEEN: MATT. COC. SARTER GRIZLE GRAY, LW11	
2	STUCCO FINISH SHEEN: MATT. COC. SARTER GRAY MATRESS, LW11	
3	STUCCO FINISH SHEEN: MATT. COC. SARTER CIRCUMCISED	
4	MASONRY BRICK	
5	VINYL WINDOW FRAME COLOR: DARK BRONZE CLEAR DUAL PANEL LOW E	
6	VINYL WINDOW FRAME COLOR: DARK BRONZE CLEAR DUAL PANEL LOW E	
7	RALING SICAC POWDER COATED BLACK FINISH	
8	ALUMINUM STOREFRONT WINDOW SICO SERIES 400 DARK BRONZE ANODIZED	
9	METAL PANEL 2X2 GRID MUSKET GRAY	
10	ALUMINUM SECTIONAL DOORS SICO SERIES DARK BRONZE ANODIZED	
11	ACQ METAL PANEL	

\*PANEL COATS (UP) METAL SATHON (DOWN) FABRIC: LATH

E BORDER ST



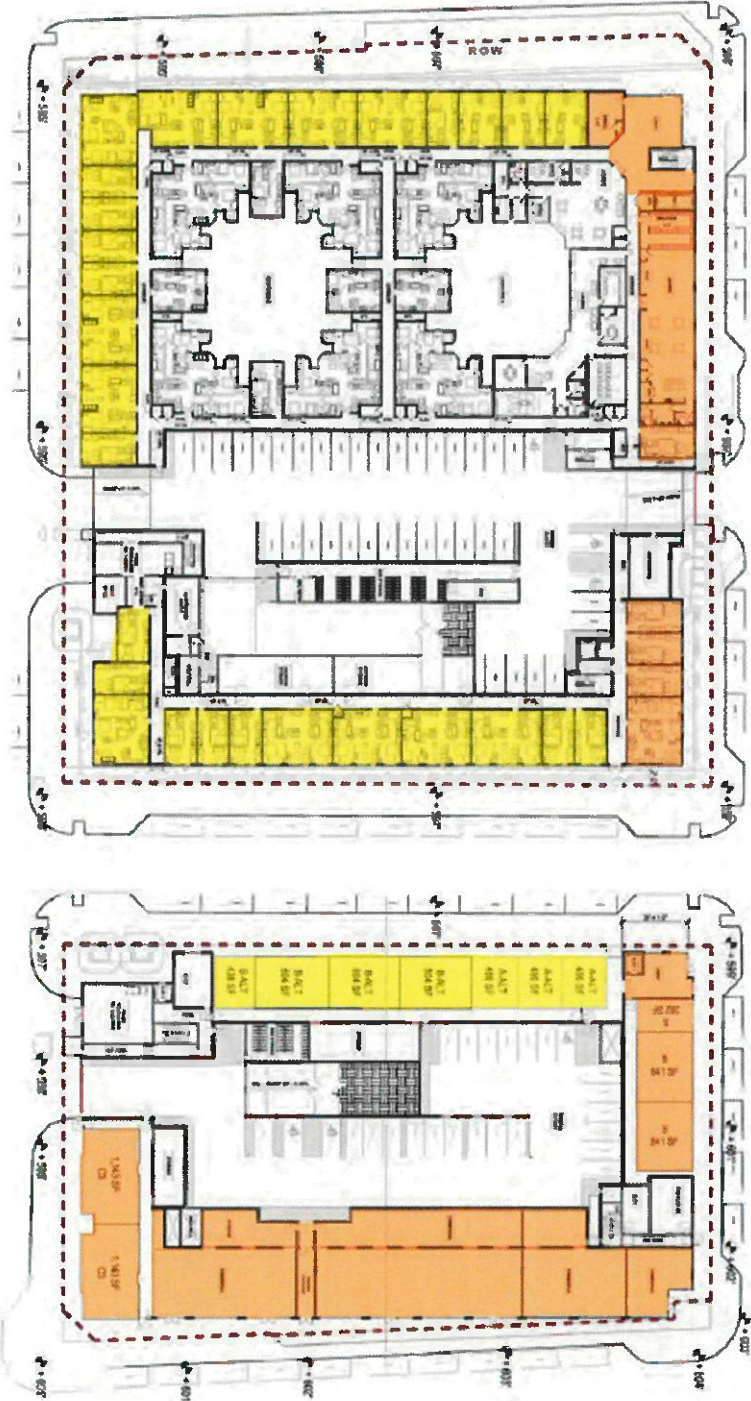
**KEY**  
Current Use:  
**COMMERCIAL**

**HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.**  
1000 West 10th Street, Suite 1000 | Fort Worth, TX 76102 | 817.339.1100

GROUND LEVEL  
April 2, 2018

AA01  
**PAGE 7**  
ARCHITECTURE  
1000 WEST 10TH

E. BORDER ST



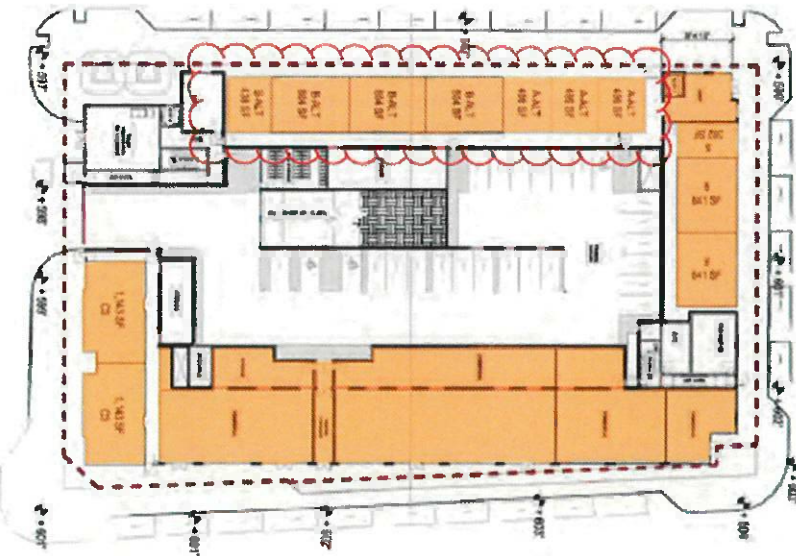
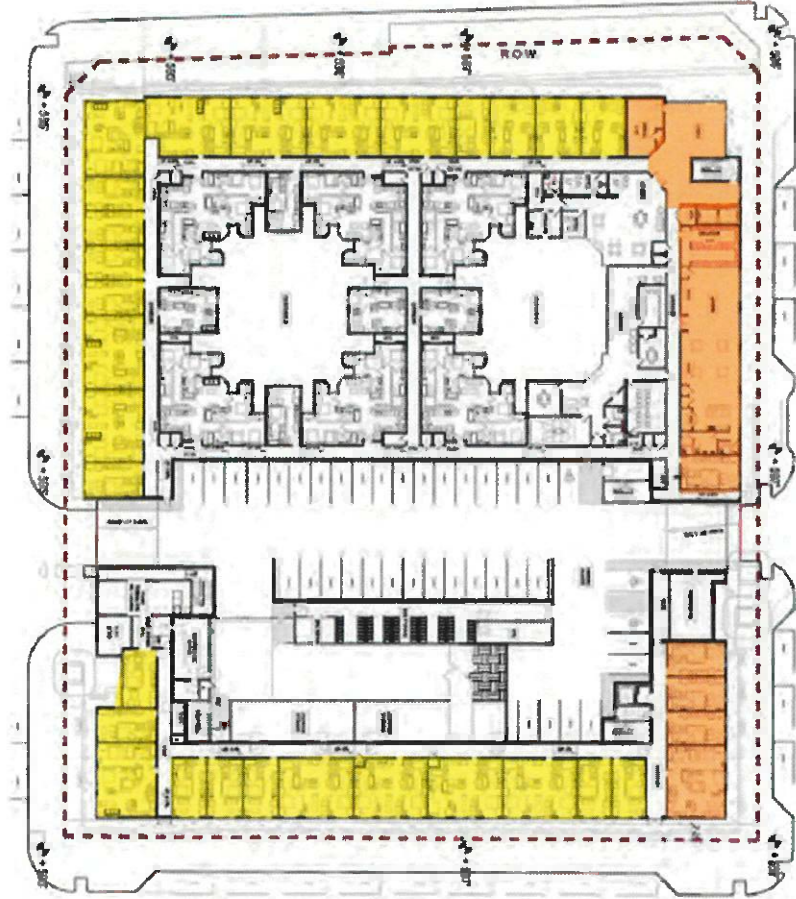
**KEY**  
Proposed Use:  
July 2020-July 2025  
**COMMERCIAL**  
**RESIDENTIAL**

**HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.**  
1000 W. PARK 7, SUITE 1000, DALLAS, TEXAS 75201

GROUND LEVEL  
August 2019

0 10' 20' 30'  
A401  
PARK 7  
AUGUST 2019  
H&P ARCHITECTS

E. BORDER ST



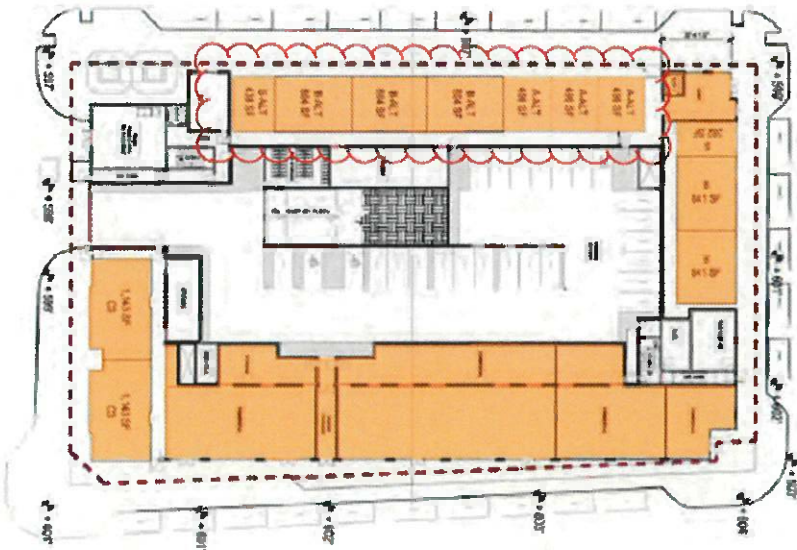
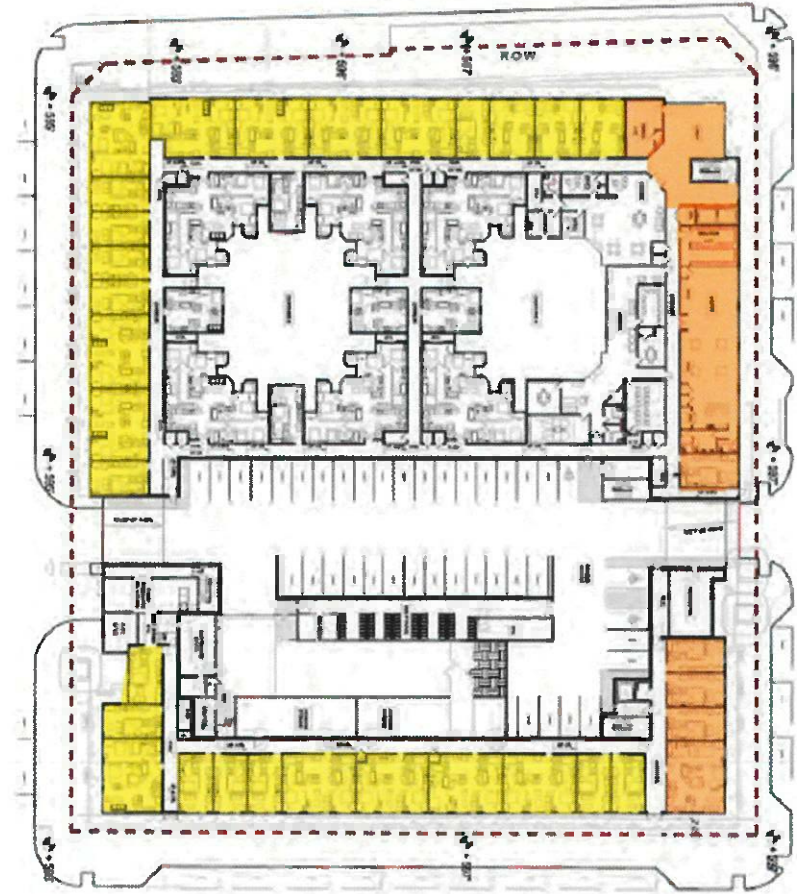
HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.  
1225 MARINE CORP BLVD, SUITE 1000, HOUSTON, TEXAS 77010  
www.humphreys.com

GROUND LEVEL  
April 1, 2020

MA01  
PARK 7  
HOUSTON, TX  
77010

**KEY**  
Proposed Use:  
July 2025-July 20  
**COMMERCIAL**  
**RESIDENTIAL**

E. BORDER ST



**HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.**  
 1225 MARSH DRIVE, SUITE 200, HOUSTON, TEXAS 77002 | 713.778.1100

GROUND LEVEL  
 August 2, 2018



**KEY**  
 Proposed Use:  
 July 2025-July 2030  
**COMMERCIAL**  
**RESIDENTIAL**

THE STATE OF TEXAS §  
                                  §  
COUNTY OF TARRANT §

**Chapter 380 Grant Agreement**

THIS Agreement is executed on January 21, 2021, by and between **CD/PARK7 ARLINGTON OWNER LP**, an entity 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**”).

WITNESSETH:

WHEREAS, OWNER has pursued the re-development of two blocks (approximately 3.65 acres) in downtown Arlington; and

WHEREAS, due to the age of some of the infrastructure in downtown Arlington, OWNER has faced significant costs associated with upgrading various public utilities, and repaving portions of the right of way; and

WHEREAS, CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s development of a 580,000 square foot mixed-use project will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the “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 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; 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. “Taxable Value” is defined as the total taxable value of the Premises, improved with the Project, as appraised by the Tarrant Appraisal District.
  
- D. “Premises” are defined as the real property, land and improvements, containing approximately 3.65 acres of land located at 200 E. Abram Street, Arlington, Texas

76010 and 325 S. Mesquite Street, Arlington, Texas 76010, as depicted in **Exhibit “A”** attached hereto and incorporated herein for all purposes.

- E. “Project” is defined as development of a mixed-use project containing approximately 308 residential units and 32,000 square feet of commercial space, and related on-site and off-site improvements, further depicted in **Exhibit “B”** attached hereto and incorporated herein for all purposes.

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

This Agreement shall be effective on the date of execution and shall expire on the day the CITY pays to OWNER the last annual grant as provided for in Section IV.A. (the “Term”), unless otherwise sooner terminated in accordance with the terms of this Agreement.

## **III.** **Improvement Conditions and Requirements**

- A. OWNER shall complete the Project by no later than December 31, 2020. Completion of the Project shall be evidenced by the issuance of a final certificate of occupancy by the CITY for the Project.
- B. OWNER’s completion of the Project must result in Taxable Value of at least Twenty-Seven Million and 00/100 (\$27,000,000.00) no later than tax year 2021 (valued as of January 1, 2021). Further, the Taxable Value shall remain at or above Twenty-Seven Million and 00/100 (\$27,000,000.00) for the remainder of the Term of this Agreement.
- C. Throughout the Term, all activity on the Premises shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. OWNER shall apply for and obtain all necessary governmental permits and approvals for construction and operation of the Project.
- E. Throughout the Term, OWNER shall not fail to render for taxation any property owned by OWNER and located within the City of Arlington.
- F. Throughout the Term, 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.



**IV.**  
**Incentive Program**

In exchange for OWNER's development of the Project, CITY agrees to provide the following incentive program:

A. Annual Grants.

1. If all Improvement Conditions and Requirements set forth in Article III are satisfied, CITY agrees to provide three annual grants, in the amounts identified in Section A.2. below, beginning in 2021 and ending in 2023.
2. The amount of each annual grant shall be One Hundred and Fifty Thousand Dollars and 00/100 (\$150,000.00).
3. Annual grants shall be subject to the annual appropriation by the City Council of the CITY in the annual budget. The CITY's obligation under this Agreement to pay the annual grants shall not constitute a general obligation of the CITY or indebtedness under the constitution or laws of the State of Texas.
4. Each year OWNER must certify compliance by March 1<sup>st</sup> of payment in full of all ad valorem taxes due for the Premises for the prior tax year, subject to the right to protest. Failure to timely submit the annual certification after notice and opportunity to cure as provided in Article VII below shall waive OWNER's right to the annual grant for such year.
5. Annual grants will be paid by CITY to OWNER on or before April 1<sup>st</sup> of each year provided the Improvement Conditions and Requirements set forth in Article III are satisfied and OWNER has provided the CITY with all necessary certifications and additional records and information requested by the CITY.

**V.**  
**Records, Audits and Inspections**

- A. Additional Records and Information - Throughout the Term of this Agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the Improvement Conditions and Requirements set forth in Article III of this Agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records of OWNER related to the annual grants. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.

- C. Inspection - At all times throughout the Term of this Agreement, CITY shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Project 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 operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY.

**VI.**  
**Use of Premises**

The Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.

**VII.**  
**Breach and Recapture**

- A. Breach - Subject to Section VII.B. below, a breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by CITY of annual grant payments made as further set forth in Section VII.C below. OWNER's failure to satisfy any of the Conditions and Requirements as specified in Article III or OWNER's failure to provide records and information necessary to support the Improvement Conditions and Requirements, as specified in Article V, shall constitute a breach of this Agreement.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to cure such breach or this Agreement may be terminated by CITY, and recapture of annual grant payments made may occur pursuant to Section VII.C. below. Notice of breach and opportunity to cure shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Article X of this Agreement.
- C. Recapture - During the Term of this Agreement, should OWNER fail to timely cure a breach of this Agreement CITY may terminate this Agreement and recapture all annual grant payments made under this Agreement. It shall be the duty of CITY to determine whether to require recapture and to demand payment of such. Repayment of annual grant payments shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of annual grants made 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 annual grants pursuant to this Agreement.

**VIII.**  
**Undocumented Workers**

OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker at the Project 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 the annual grant payments provided under Article IV of this Agreement, plus 10% per annum from the date such annual grant payments were 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.

**IX.**  
**Effect of Sale or Lease of Property**

The incentive program authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Project unless such assignment is approved in writing by the CITY with approval of the City Council, which approval shall not be unreasonably withheld.

**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: CD/Park7 Arlington Owner LP  
Attention: Christopher Kritzman, VP Development  
461 Park Avenue S.  
New York, NY 10016

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

cc: City of Arlington  
Attention: City Attorney's Office  
Post Office 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 Agreement on behalf of the CITY.

**XII.**  
**Severability**

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

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

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

**XIV.**  
**Owner's Standing**

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

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

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

**XVI.**  
**Indemnification**

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes

no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any 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.

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

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**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.**  
**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.

**XX.**  
**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.

[Signature Page to Follow]

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

**CD/PARK 7 ARLINGTON OWNER LP**

BY *[Signature]*  
[NAME] Authorized Signatory  
[TITLE] Ronald Gatehouse  
Date 01/31/2021

WITNESS:

*[Signature]*  
Jonathan Grievue

**CITY OF ARLINGTON, TEXAS**

BY *[Signature]*  
JIM PARAJON  
Deputy City Manager 3.9.21  
Date \_\_\_\_\_

ATTEST:

*[Signature]*  
ALEX BUSKEN, City Secretary



APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY *[Signature]*

THE STATE OF <sup>New York</sup> TEXAS §  
COUNTY OF <sup>New York</sup> §

**CD/PARK7 ARLINGTON OWNER LP**  
**Acknowledgment**

<sup>New York</sup> BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ronald J. Gatehouse known to me (or proved to me on the oath of \_\_\_\_\_ or through NJ Driver 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 **CD/PARK7 ARLINGTON OWNER LP**, an entity duly authorized to do business in the State of <sup>Texas</sup> Texas, and as the Authorized Signatory thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

*NJ Driver Lic #*  
*GD79566871*  
*06722*

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21<sup>st</sup> day of January, 2021.

MARIA BELEN MORELOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO6293650  
Qualified in Kings County  
My Commission Expires 12-16-2021

Maria Belen Morelos  
Notary Public in and for  
The State of ~~Texas~~ <sup>New York</sup>

MARIA BELEN MORELOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO6293650  
Qualified in Kings County  
My Commission Expires 12-16-2021

12-16-2021  
My Commission Expires

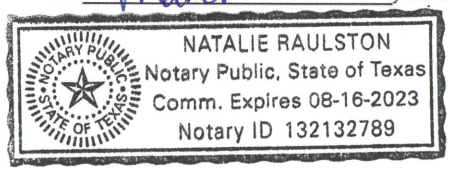
Notary's Printed Name

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, 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 9<sup>th</sup> day of March, 2021.



Natalie Raulston  
Notary Public in and for  
The State of Texas  
Natalie Raulston  
Notary's Printed Name

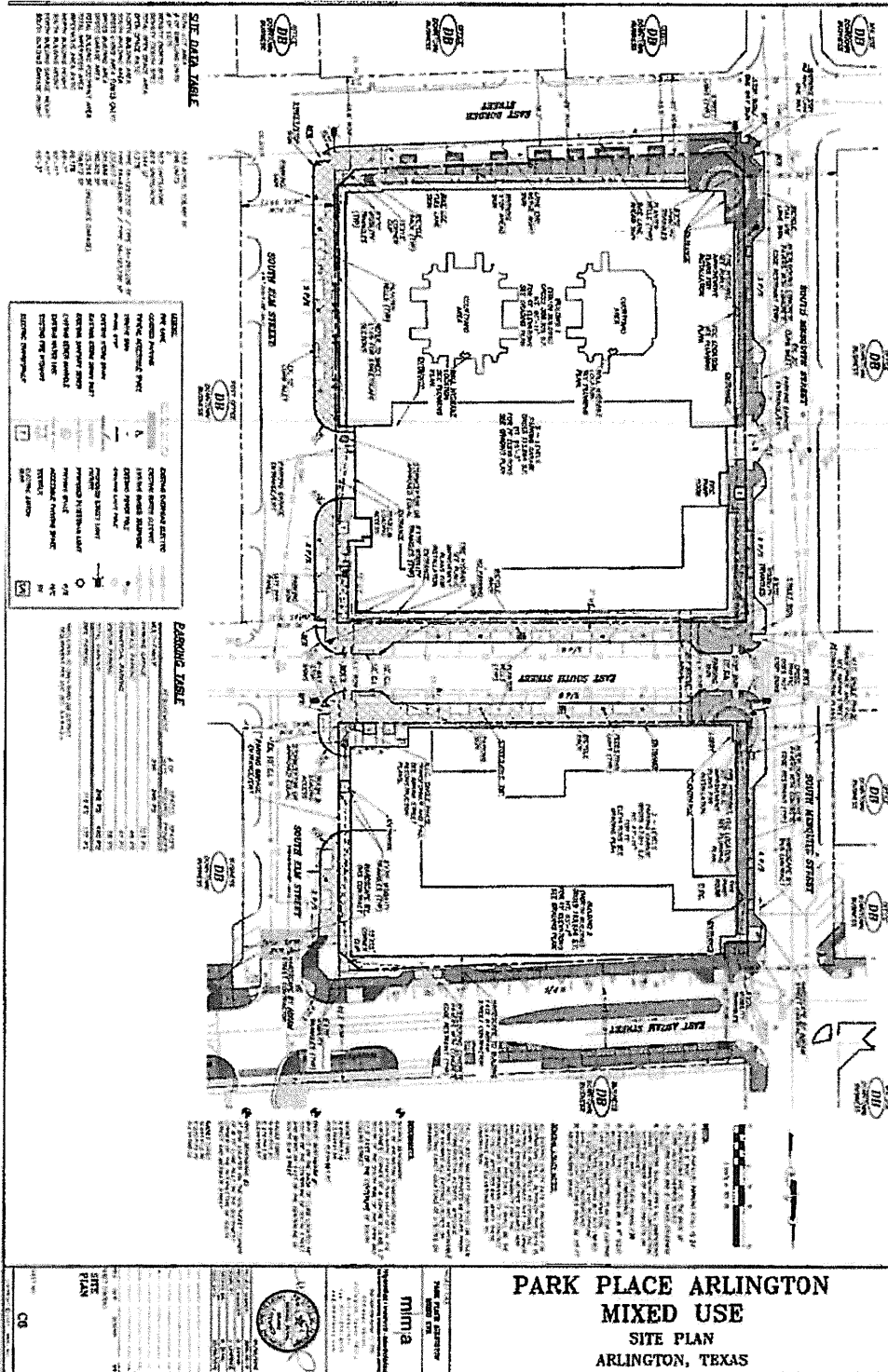
My Commission Expires 08-16-2023



**Exhibit "A"**  
**PREMISES**



# Exhibit "B" PROJECT



**SITE DATA TABLE**

ITEM	DESCRIPTION	VALUE
1	PROJECT NAME	PARK PLACE ARLINGTON MIXED USE
2	CLIENT	MMMA
3	ARCHITECT	MMMA
4	DATE	08/20/2014
5	SCALE	AS SHOWN
6	PROJECT LOCATION	ARLINGTON, TEXAS
7	OWNER'S REPRESENTATIVE	[Name]
8	ARCHITECT'S REPRESENTATIVE	[Name]
9	PROJECT NO.	[Number]
10	DATE OF PREPARATION	[Date]
11	DATE OF REVISION	[Date]
12	DATE OF ISSUANCE	[Date]
13	DATE OF CLOSURE	[Date]
14	DATE OF COMPLETION	[Date]
15	DATE OF OCCUPANCY	[Date]
16	DATE OF FINAL INSPECTION	[Date]
17	DATE OF FINAL REPORT	[Date]
18	DATE OF FINAL DRAWING	[Date]
19	DATE OF FINAL AS-BUILT	[Date]
20	DATE OF FINAL RECORD	[Date]
21	DATE OF FINAL ARCHIVE	[Date]
22	DATE OF FINAL BACKUP	[Date]
23	DATE OF FINAL PURGE	[Date]
24	DATE OF FINAL DELETION	[Date]
25	DATE OF FINAL ARCHIVAL	[Date]

**LEGEND**

SYMBOL	DESCRIPTION
[Symbol]	ADDITIONAL EXISTING STRUCTURE
[Symbol]	EXISTING EXTERIOR WALL
[Symbol]	EXISTING INTERIOR WALL
[Symbol]	EXISTING DOOR
[Symbol]	EXISTING WINDOW
[Symbol]	EXISTING STAIR
[Symbol]	EXISTING ELEVATOR
[Symbol]	EXISTING MECHANICAL ROOM
[Symbol]	EXISTING ELECTRICAL ROOM
[Symbol]	EXISTING PLUMBING ROOM
[Symbol]	EXISTING HAZARDOUS WASTE ROOM
[Symbol]	EXISTING STORAGE ROOM
[Symbol]	EXISTING OFFICE
[Symbol]	EXISTING CONFERENCE ROOM
[Symbol]	EXISTING RESTROOM
[Symbol]	EXISTING BREAK ROOM
[Symbol]	EXISTING LOBBY
[Symbol]	EXISTING CORRIDOR
[Symbol]	EXISTING ELEVATOR SHAFT
[Symbol]	EXISTING MECHANICAL SHAFT
[Symbol]	EXISTING ELECTRICAL SHAFT
[Symbol]	EXISTING PLUMBING SHAFT
[Symbol]	EXISTING HAZARDOUS WASTE SHAFT
[Symbol]	EXISTING STORAGE SHAFT
[Symbol]	EXISTING OFFICE
[Symbol]	EXISTING CONFERENCE ROOM
[Symbol]	EXISTING RESTROOM
[Symbol]	EXISTING BREAK ROOM
[Symbol]	EXISTING LOBBY
[Symbol]	EXISTING CORRIDOR
[Symbol]	EXISTING ELEVATOR SHAFT
[Symbol]	EXISTING MECHANICAL SHAFT
[Symbol]	EXISTING ELECTRICAL SHAFT
[Symbol]	EXISTING PLUMBING SHAFT
[Symbol]	EXISTING HAZARDOUS WASTE SHAFT
[Symbol]	EXISTING STORAGE SHAFT

**PARAPET TABLE**

ITEM	DESCRIPTION	VALUE
1	PROJECT NAME	PARK PLACE ARLINGTON MIXED USE
2	CLIENT	MMMA
3	ARCHITECT	MMMA
4	DATE	08/20/2014
5	SCALE	AS SHOWN
6	PROJECT LOCATION	ARLINGTON, TEXAS
7	OWNER'S REPRESENTATIVE	[Name]
8	ARCHITECT'S REPRESENTATIVE	[Name]
9	PROJECT NO.	[Number]
10	DATE OF PREPARATION	[Date]
11	DATE OF REVISION	[Date]
12	DATE OF ISSUANCE	[Date]
13	DATE OF CLOSURE	[Date]
14	DATE OF COMPLETION	[Date]
15	DATE OF OCCUPANCY	[Date]
16	DATE OF FINAL INSPECTION	[Date]
17	DATE OF FINAL REPORT	[Date]
18	DATE OF FINAL DRAWING	[Date]
19	DATE OF FINAL AS-BUILT	[Date]
20	DATE OF FINAL RECORD	[Date]
21	DATE OF FINAL ARCHIVE	[Date]
22	DATE OF FINAL BACKUP	[Date]
23	DATE OF FINAL PURGE	[Date]
24	DATE OF FINAL DELETION	[Date]
25	DATE OF FINAL ARCHIVAL	[Date]

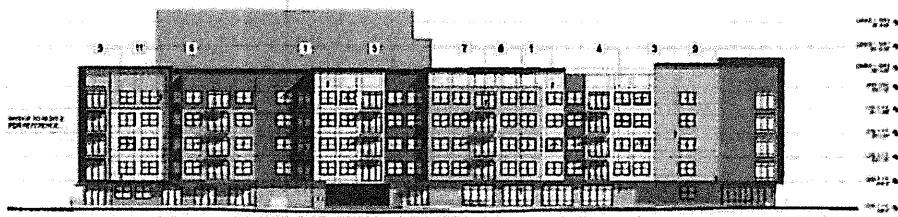
**NOTES:**

1. ALL EXISTING STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED.
2. ALL NEW STRUCTURES TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL EXISTING UTILITIES TO REMAIN UNLESS OTHERWISE NOTED.
4. ALL NEW UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL EXISTING LANDSCAPING TO REMAIN UNLESS OTHERWISE NOTED.
6. ALL NEW LANDSCAPING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL LANDSCAPE ARCHITECTURE CODE (ILAC) AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL EXISTING PAVING TO REMAIN UNLESS OTHERWISE NOTED.
8. ALL NEW PAVING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ROADWAY DESIGN AND CONSTRUCTION CODE (IRDC) AND ALL APPLICABLE LOCAL ORDINANCES.
9. ALL EXISTING SIGNAGE TO REMAIN UNLESS OTHERWISE NOTED.
10. ALL NEW SIGNAGE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SIGNAGE DESIGN AND CONSTRUCTION CODE (ISDC) AND ALL APPLICABLE LOCAL ORDINANCES.
11. ALL EXISTING LIGHTING TO REMAIN UNLESS OTHERWISE NOTED.
12. ALL NEW LIGHTING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL LIGHTING DESIGN AND CONSTRUCTION CODE (ILDCC) AND ALL APPLICABLE LOCAL ORDINANCES.
13. ALL EXISTING SECURITY TO REMAIN UNLESS OTHERWISE NOTED.
14. ALL NEW SECURITY TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SECURITY DESIGN AND CONSTRUCTION CODE (ISDC) AND ALL APPLICABLE LOCAL ORDINANCES.
15. ALL EXISTING ACCESSIBILITY TO REMAIN UNLESS OTHERWISE NOTED.
16. ALL NEW ACCESSIBILITY TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ACCESSIBILITY DESIGN AND CONSTRUCTION CODE (IADCC) AND ALL APPLICABLE LOCAL ORDINANCES.

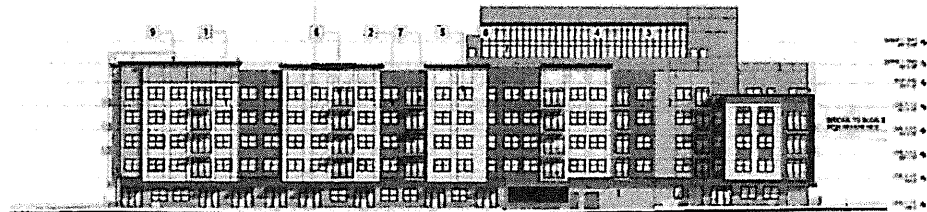
**PARK PLACE ARLINGTON  
MIXED USE  
SITE PLAN  
ARLINGTON, TEXAS**



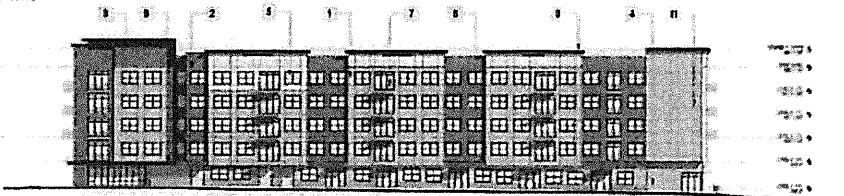
**MMMA**  
 1000 W. MARKET STREET, SUITE 1000  
 ARLINGTON, TEXAS 76010  
 TEL: (817) 461-1111  
 FAX: (817) 461-1112  
 WWW.MMMA.COM



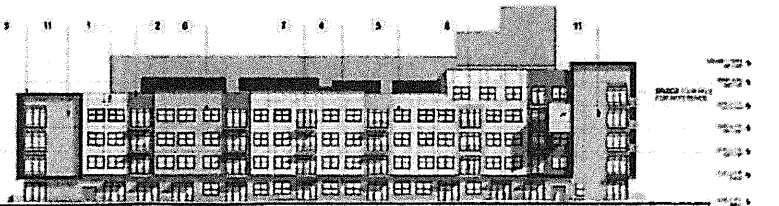
4 WEST ELEVATION OVERALL - B.D.G.1  
10'-0" 10'-2" 10'-4" 10'-6" 10'-8" 10'-10"



3 EAST ELEVATION OVERALL - B.D.G.1  
10'-0" 10'-2" 10'-4" 10'-6" 10'-8" 10'-10"



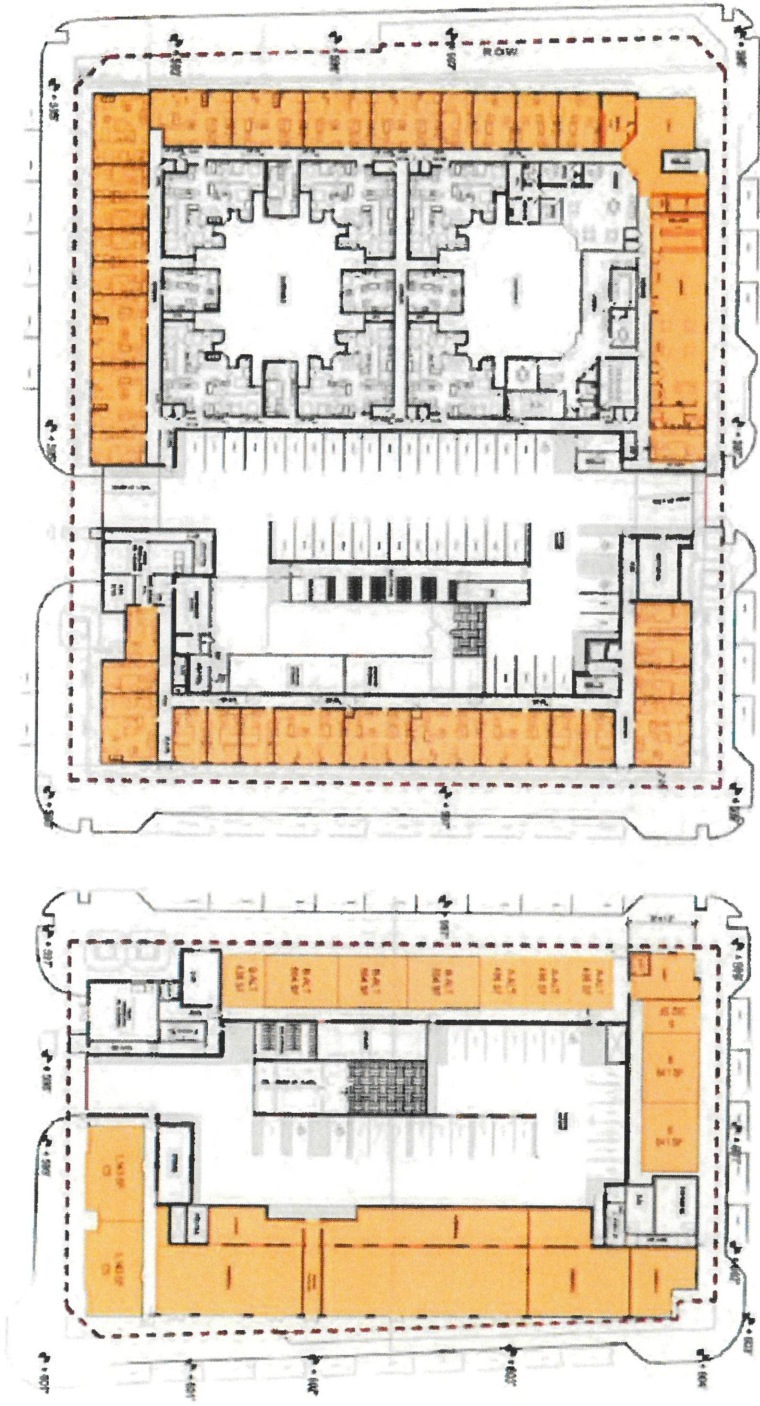
2 SOUTH ELEVATION OVERALL - B.D.G.1  
10'-0" 10'-2" 10'-4" 10'-6" 10'-8" 10'-10"



1 NORTH ELEVATION OVERALL - B.D.G.1  
10'-0" 10'-2" 10'-4" 10'-6" 10'-8" 10'-10"

- MATERIALS COLOR REFERENCE**
- 1 STUCCO FINISH  
SOUTH WALL FACE (UPON  
GRADE SIDE, UP)
  - 2 STUCCO FINISH  
SOUTH WALL FACE (UPON  
GRADE SIDE, DOWN)
  - 3 STUCCO FINISH  
SOUTH WALL FACE (UPON  
GRADE SIDE, DOWN)
  - 4 MASONRY BRICK
  - 5 VINYL WINDOW  
PANEL COLOR DARK BRONZE  
CLEAR GLAZING PANEL LIGHT
  - 6 VINYL WINDOW  
PANEL COLOR DARK BRONZE  
CLEAR GLAZING PANEL LIGHT
  - 7 FINISH  
SOUTH  
POWDER COATED BLACK FINISH  
ALUMINUM STORE FRONT WINDOW  
SOUTH SIDE  
DARK BRONZE ANODIZED
  - 8 METAL PANEL  
PAC-LAD  
SOUTH SIDE
  - 9 ALUMINUM REFRIG. DOORS  
PAC-LAD  
DARK BRONZE ANODIZED  
UPON GRADE
  - 10 ACID METAL PANEL

E BORDER ST



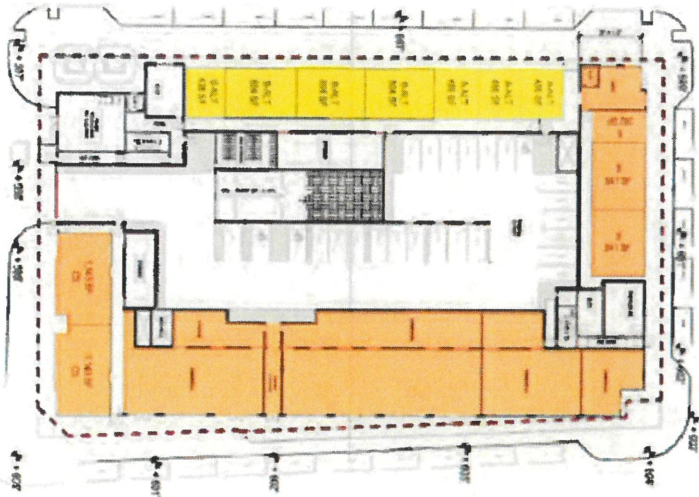
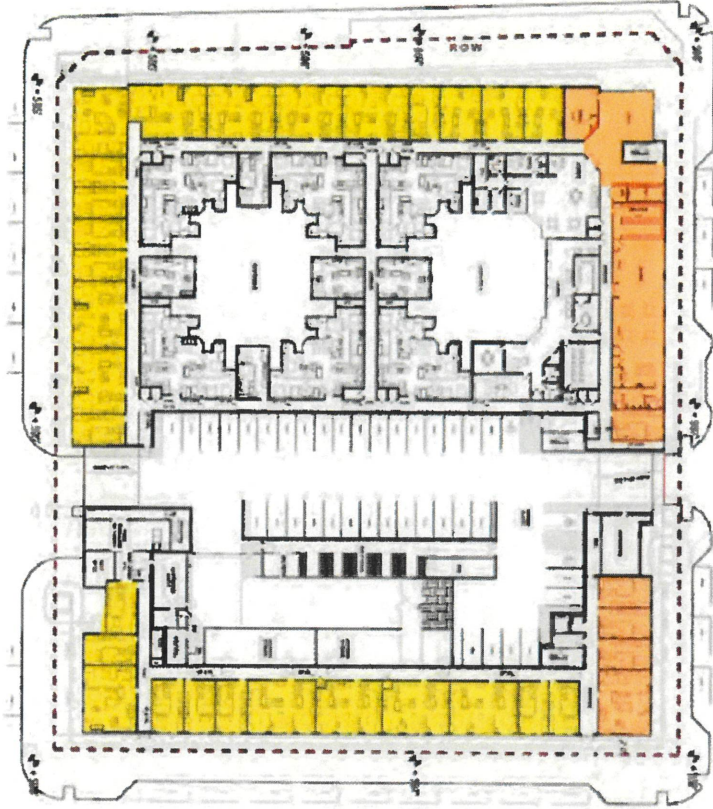
KEY  
Current Use:  
COMMERCIAL

HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.  
1000 W. WASHINGTON ST. SUITE 1000 DALLAS, TEXAS 75201  
PH: 214.760.1000 FAX: 214.760.1001

GROUND LEVEL  
April 2011

ASD  
DASK 7  
ARCHITECT  
1000 W. WASHINGTON ST.  
DALLAS, TEXAS 75201

E BORDER ST



**KEY**  
Proposed Use:  
July 2020-July 2025  
**COMMERCIAL**  
**RESIDENTIAL**

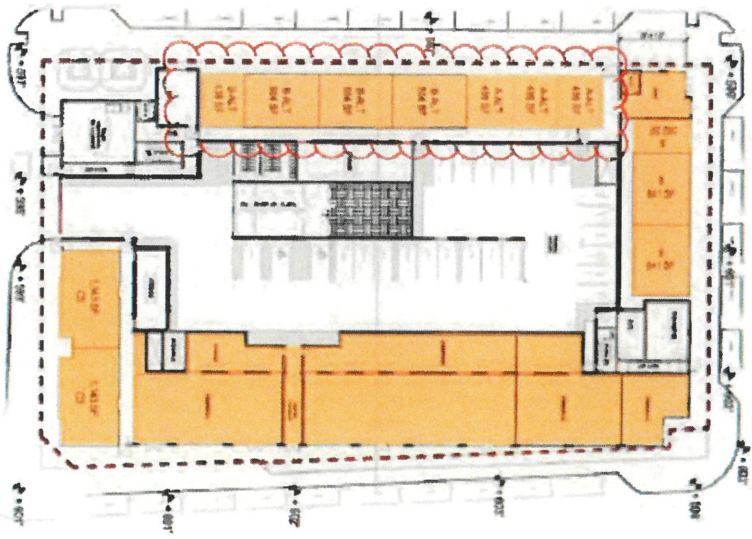
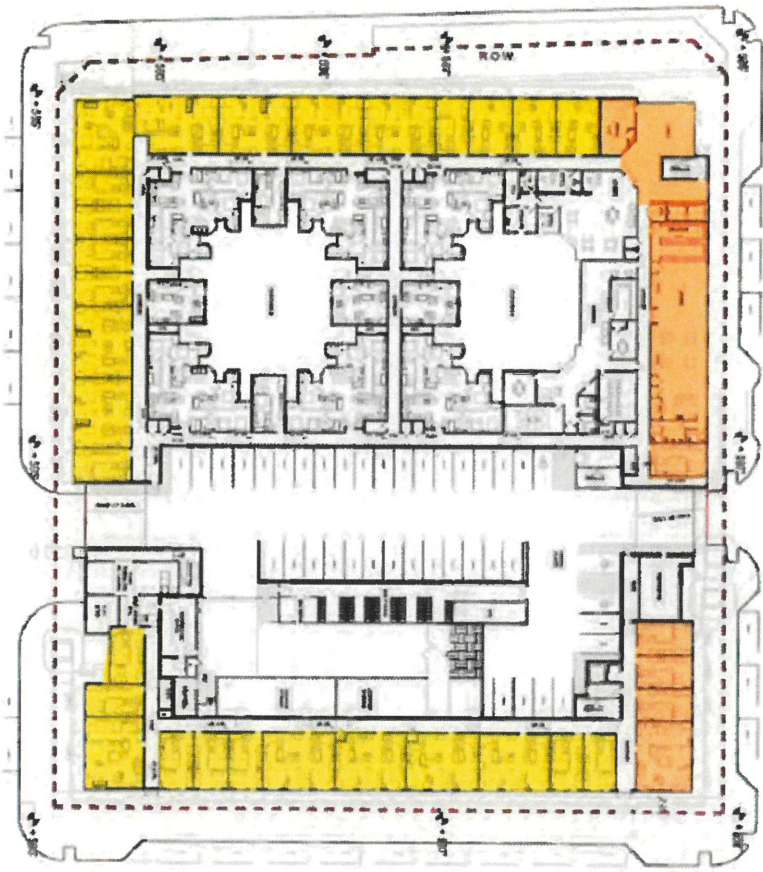
HARRPNETS & PARTNERS URBAN ARCHITECTURE, L.P.

GROUNDLEVEL

ADJ  
PARK 7  
DATE: 7/20/20




E BORDER ST



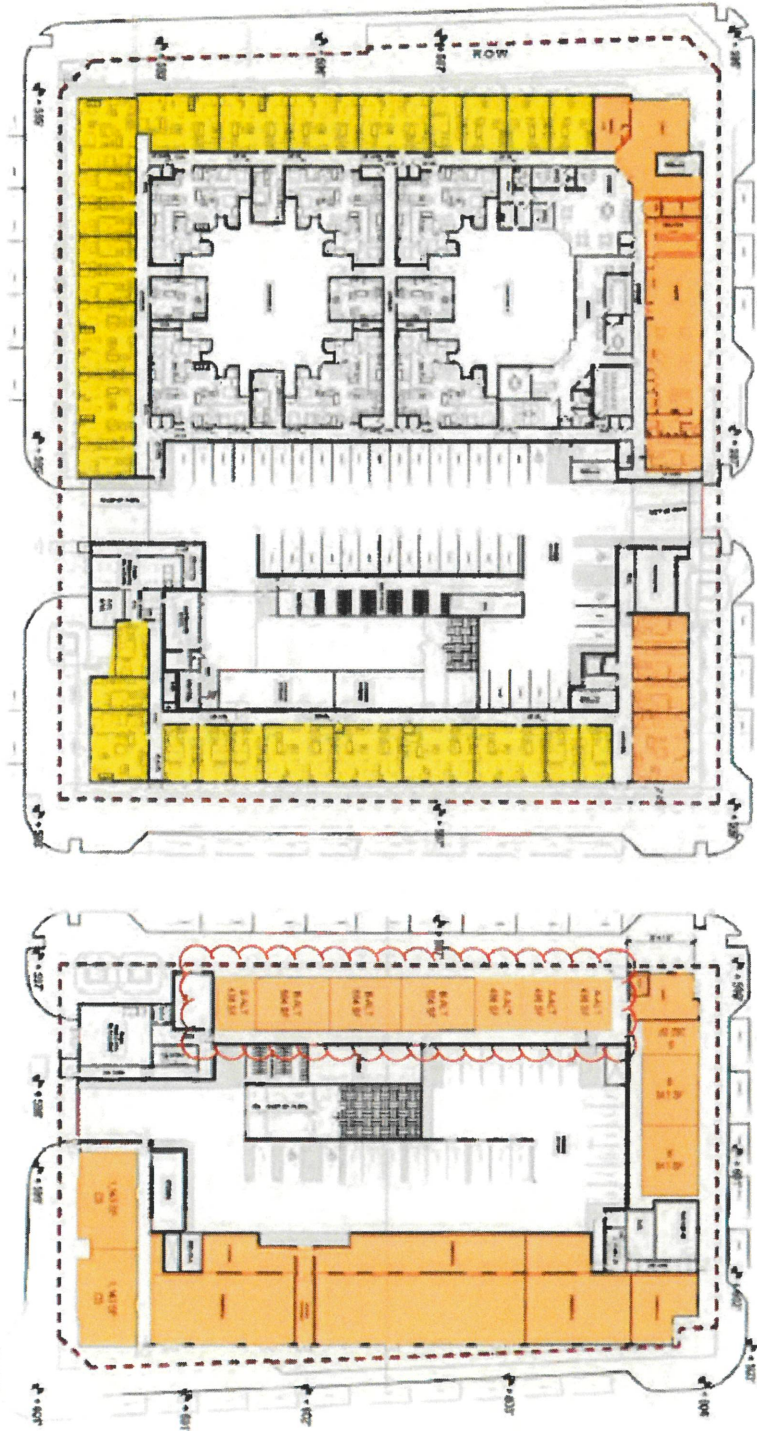
**KEY**  
Proposed Use:  
July 2025-July 26  
**COMMERCIAL**  
**RE-SUBMITAL**

**HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.**  
1025 SHAWNEE BLVD, SUITE 200, DALLAS, TX 75201 | 214.760.1000 | www.humhphreys.com

GROUND LEVEL  
April 2025

  
A401  
**PARK 7**  
400 PARK 7  
DALLAS, TX 75201

E BORDER ST



**KEY**  
Proposed Use:  
July 2025-July 2030  
**COMMERCIAL**  
**INDUSTRIAL**

**HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.**  
1025 MAIN ST. SUITE 200, DALLAS, TX 75202 | 214.761.1100 | www.humphreys.com

GROUNDLEVEL  
August 2, 2019

ASD  
**PARK 7**  
PHASE 2  
PLAN 1000

# Staff Report



<b>Chapter 380 Grant Agreement with CD/Park 7 Arlington Owner, LP</b>	
---	--

City Council Meeting Date: 08-02-2022	Documents Being Considered: Resolution
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## **RECOMMENDATION**

Approve a resolution authorizing the execution of a Chapter 380 Grant Agreement by and between CD/Park 7 Arlington Owner, LP and the City of Arlington, Texas, relative to the development of the ground floor commercial space at the Park Place mixed-use development in downtown Arlington.

## **PRIOR BOARD OR COUNCIL ACTION**

The City Council was briefed on the project at the June 7, 2022, afternoon meeting in executive session. The City Council approved a prior Agreement with CD/Park 7 Arlington Owner, LP on January 12, 2021, which is discussed below.

## **ANALYSIS**

CD/Park 7 Owner, LP, developer of the Park Place development, has successfully completed the redevelopment of the two-block project area extending from the intersection of Mesquite and Abram Streets south to UTA Boulevard, at a cost of over \$38 million dollars. Currently, the residential space is 93% occupied. However, the 14,777 square feet of commercial space on the first floor, primarily facing Abram Street, remains unfinished and unoccupied.

During the construction of the project, the developer encountered public infrastructure that was substantially inadequate and insufficient to support the demands of the completed project, to include water, sewer, drainage, traffic management, and pedestrian and streetscaping facilities. Due to time constraints related to the completion of the project, the developer made all necessary public infrastructure improvements during the construction phase of the project at a cost of approximately \$1.4 million. The public improvements brought the construction costs to \$670,000 over budget. Previously, the developer secured a \$450,000 grant, over 3 years (2021-2023) from the City to offset the costs of the necessary public infrastructure during building construction. The development must maintain a taxable value of at least \$27 million over the three-year reimbursement period in order to receive the agreed reimbursement; the proposed taxable value for 2022 on the property is \$52 million and the actual taxable value of the property for 2021 was \$40.2 million.

Developer requests \$220,000 toward the cost to install HVAC system which will serve the entire commercial space and foundational floor to the portion of the commercial space on the ground floor facing Abram Street, where owner has letters of intent from prospective commercial lessees. The grant will complement the prior agreement to offset the cost of the public improvements required during construction.

## **FINANCIAL IMPACT**

Funds for the incentive grant payments to CD/Park 7 Arlington Owner, LP are available in the Innovation Venture Capital Fund Account No. CC910401-FD3098-SC0533.

## **ADDITIONAL INFORMATION**

Attached:	Resolution with Agreement
Under separate cover:	None
Available in the City Secretary's office:	None



**STAFF CONTACTS**

Bruce Payne, CEcD, AICP  
Economic Development Director  
817-459-6114  
[Bruce.Payne@arlingtontx.gov](mailto:Bruce.Payne@arlingtontx.gov)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 CD/Park7 Arlington Owner LP  
 New York, NY United States

Certificate Number:  
 2022-927378

Date Filed:  
 08/29/2022

Date Acknowledged:  
 9/06/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Arlington

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 22-206  
 Building Improvements to Park Place Arlington

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Levine, Paul	New York, NY United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Paul Levine and my date of birth is 2/1/66  
 My address is 461 Park Ave. S. New York NY 10016 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in USA County, State of NY on the 29 day of August 20 22  
(month) (year)

Paul Levine

Signature of authorized agent of contracting business entity  
 (Declarant)

Resolution No. 22-206

**A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between CD/Park 7 Arlington Owner, LP and the City of Arlington, Texas, relative to the development of the ground floor commercial space at the Park Place mixed-use development in downtown Arlington**

WHEREAS, CITY has found that providing a program of incentives to CD/Park 7 Arlington Owner, LP (hereinafter referred to as "OWNER") in exchange for OWNER'S development and lease out of certain retail property located at 325 S. Mesquite Street, Arlington, Texas, will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the "Incentive Program"); and

WHEREAS, CITY has determined that the Incentive 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; 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 development and lease out of certain retail property located at 325 S. Mesquite Street, Arlington, Texas.

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 2nd day of August, 2022, by a vote of 7 ayes and 2 nays at a regular meeting of the City Council of the City of Arlington, Texas.



JIM R. ROSS, Mayor

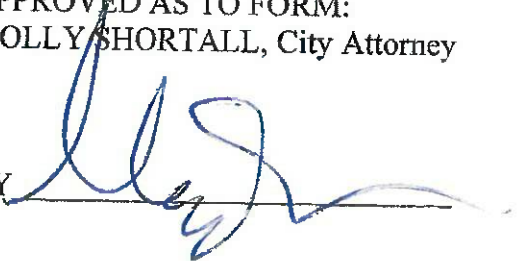
ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

BY



**Exhibit "A"**



THE STATE OF TEXAS     §  
  §  
COUNTY OF TARRANT   §

**Chapter 380 Grant Agreement**

THIS Chapter 380 Grant Agreement (hereafter referred to as “Agreement”) is executed on September 15, 2022, by and between **CD/PARK7 ARLINGTON OWNER LP**, an entity 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**, a Texas 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”). OWNER and CITY may be referred to jointly herein as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, The CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s development and lease out of certain retail property located at 325 S. Mesquite Street, Arlington, TX will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the “Incentive Program”); and

WHEREAS, The CITY has determined that the Incentive Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in 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; and

WHEREAS, the City Council of the City of Arlington, Texas (the “CITY”) has adopted resolution No. 22-206 on August 7<sup>th</sup>, 2022 authorizing the CITY to enter into this Agreement; 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. “Premises” are defined as the real property, land and improvements, containing approximately 3.65 acres of land located at 200 E. Abram Street, Arlington TX 76010 and 325 S. Mesquite Street, Arlington, TX 76010.

- B. "Retail space" and or "Site" is defined as the of ground floor retail space facing East Abram Street, Arlington, TX 76010 as depicted in Exhibit "A" attached hereto and incorporated herein for all purposes.

**II.**  
**Term**

This Agreement shall commence as of the date of execution and shall expire on August 31, 2027 (the "Term"), unless otherwise sooner terminated in accordance with the terms of this Agreement.

**III.**  
**Improvement Conditions and Requirements**

- A. OWNER shall complete installation of a climate control (HVAC) system for the entirety of the approximately fourteen-thousand seven hundred and seventy-seven (14,777) square feet of the available retail space as depicted in Exhibit "A" within three-hundred and sixty-five (365) days.
- B. OWNER shall complete a minimum of three-thousand and five hundred (3,500) square feet of concrete floors in the identified available retail space within three-hundred and sixty-five (365) days.
- C. Throughout the Term all activity on the Site shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. OWNER shall require all TENANTS to apply for and obtain all necessary governmental permits and approvals for all construction and operations at the Site related to the build-out of the retail space
- D. Throughout the Term OWNER shall not fail to render for taxation any property owned by OWNER and located within the City of Arlington.
- E. Throughout the Term OWNER shall not allow the ad valorem taxes owed to the City of Arlington 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.

**IV.**  
**Incentive Program**

- A. In exchange for OWNER's effort to secure leases on and buildouts of the retail space at the Site CITY agrees to provide the following Incentive Program:

Chapter 380 Grant. CITY agrees to provide a reimbursement grant for actual costs, in the amount of no more than TWO-HUNDRED AND TWENTY-THOUSAND DOLLARS (\$220,000) upon evidence of completion of the

required improvements outlined in subsection III(A) and (B). Proof of completion shall be made by affidavit from an authorized contractors subject to inspection by the CITY.

## V.

### Records, Audits and Inspections

- A. Additional Records and Information - Throughout the Term of this Agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the Improvement Conditions and Requirements set forth in Section III of this Agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records of OWNER related to the retail leases at the Site. CITY shall notify OWNER in advance in writing of their intent to audit to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the Term of this Agreement, CITY shall have reasonable access to the Site for the purpose of inspecting the Site to ensure that the retail leases are obtained and retail development 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 operation of the Site. The inspections shall be conducted within a reasonable time period after notice by CITY.

## VI.

### Use of Premises

The Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.

## VII.

### Breach and Recapture

- A. Breach - A breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by CITY of all grant payments made. OWNER's failure to satisfy any of the Conditions and Requirements as specified in Section III above shall constitute a breach of this Agreement.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to cure such breach, or this Agreement may be terminated by CITY, and recapture of grant payments made may occur. Notice of breach and opportunity to cure shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section X of this Agreement.



- C. Recapture - During the Term of this Agreement, should OWNER commit and fail to timely cure a breach of this Agreement, CITY may terminate this Agreement and recapture all grant payments made under this Agreement. It shall be the duty of CITY to determine whether to require recapture 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 grants made, and the obligation of OWNER to pay such, shall survive termination of this Agreement. The City Attorney for the CITY has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue payment of recaptured grants and fees waived pursuant to this Agreement.

### VIII.

#### Undocumented Workers

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.C. Section 132a(f), OWNER shall repay to the CITY the full amount of the grant payments provided under Section IV of this Agreement, plus 10% per annum from the date such fees were waived or grant payments were 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.

### IX.

#### Effect of Sale or Lease of Property

The Incentive Program authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Project unless such assignment is approved in writing by the CITY with approval of the City Council, which approval shall not be unreasonably withheld.

### 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: CD/Park7 Arlington Owner LP  
Attention: Christopher Kritzman, VP Development  
461 Park Avenue S.  
New York, NY 100016

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

cc: City of Arlington  
Attention: City Attorney's Office  
Post Office Box 90231  
Arlington, Texas 76004-3231

**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 grant payments 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 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 the 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.

**XVI.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**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.

This Agreement has no effect on the prior agreement between the parties related to public infrastructure improvements executed on January 21, 2021.

**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.

**XVIV.**  
**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.

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

**CD/PARK7 ARLINGTON OWNER LP**

BY Paul Levine  
[Name] Paul Levine  
[Title] Authorized Signatory  
Date 8/29/22

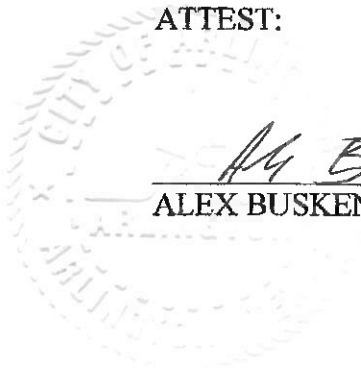
WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON**

BY Trey Yelverton  
TREY YELVERTON  
City Manager  
Date 9/15/2022

ATTEST:



Alex B  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

BY Molly Shortall

THE STATE OF NEW YORK §  
§ CD/PARK7 ARLINGTON OWNER LP  
COUNTY OF New York § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Paul Levine, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (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 **CD/PARK7 ARLINGTON OWNER LP**, an entity duly authorized to do business in the State of Texas, and as the Authorized Signatory 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 August, 2022.

MARIA BELEN MORELOS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO6293650  
Qualified in Kings County  
My Commission Expires 12-16-2025

Maria Belen Morelos  
Notary Public in and for  
The State of New York

12-16-2025  
My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

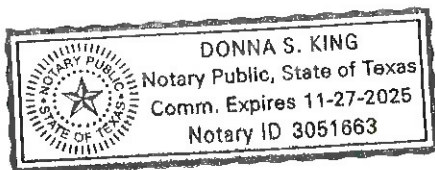
**CITY OF ARLINGTON, TEXAS**  
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, 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 **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 15<sup>th</sup> day of September, 2022.

11/27/25  
My Commission Expires

Donna S. King  
Notary Public in and for  
The State of Texas  
Donna S. King  
Notary's Printed Name



**Exhibit "A"**

**SITE**

