

**Location:** 3601 Allen Ave

**Property Owner:** PROLOGIS-EXCHANGE TX 2008 LLC (Assigned from Arlington Matlock Partners, Ltd)  
 1800 WAZEE ST SUITE 500  
 DENVER, CO 80202

**About the Project**

Arlington Matlock Partners, LTD., will develop an approximately 45-acre industrial park on land in the southern portion of the city near the I-20 and 360 corridors. The industrial park will include at least 4 buildings totaling over 700,000 square feet of industrial and light manufacturing space. As part of the development, public infrastructure improvements, including roadway improvement and floodplain retaining walls, will be completed. The owner requested assistance to offset some of the development costs associated with the improvements and construction. The capital investment of the project is estimated to exceed \$65 million dollars, and the park will provide and fill 150 permanent full-time jobs by 2024 with growth to 400 jobs by 2027.

**Goals of the Project**

Creation of new, modern industrial space; property tax base enhancement; job creation

**Current Status**

In October 2020, City Council approved Resolution No. 20-304 authorizing the Chapter 380 Agreement with Arlington Matlock Partners, Ltd. On December 22, 2021, Arlington Matlock Partners sold the property and assigned all rights and obligations of the agreement to Prologis-Exchange TX 2008 LLC (Prologis). City Council approved Resolution No. 22-089 authorizing a Consent to Assignment of Agreement.

**Benefit to City**

Development of 45-acre industrial park; 700,000 SF of new industrial space; job creation; property tax base enhancement

<b>Year Approved by Council</b>	2020
<b>Base Year</b>	2020
<b>Beginning Year</b>	2024
<b>Ending Year</b>	2034
<b>Duration</b>	14 years
<b>Base Year Value</b>	\$ 1,380,931
<b>Property Tax Account Number(s)</b>	04139518, 41202880
<b>Total Reimbursement Grant Allowed</b>	\$ 1,319,399
<b>Total Estimated Investment by Company</b>	\$ 65,000,000
<b>Grant Paid to Company To Date</b>	\$ -

**Criteria Evaluated** Complete Project, Roadway and Retaining Wall Improvements by October 31, 2024

- Project must result in Added Taxable Value of at least \$40 million by Tax Year 2025 and maintain through remaining term
- Create and fill 150 Jobs by 12/31/2024 and maintain through 12/30/2027; create and fill 400 Jobs by 12/31/2027 and maintain through term
- Ensure all activity on the Premises conforms to applicable building codes, zoning ordinances and all other state, federal, or local laws, ordinances and regulations
- 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
- Use diligent efforts to purchase goods and services from Arlington businesses; develop policy with MWBE goal of 30% and provide reporting of efforts to achieve such goal

<b>Incentives Allowed</b>	Reimbursement Grant not to exceed \$1,319,399
	Development fee waivers

# Staff Report



Consent to Assignment of Agreement- Prologis	
City Council Meeting: 04-26-2022	Document Being Considered: Resolution

## RECOMMENDATION

Approve a resolution authorizing the execution of a Consent to Assignment of Agreement with Prologis-Exchange TX 2008 LLC and Arlington Matlock Partners, Ltd. relative to the assignment of all the rights and obligations under that certain Chapter 380 Grant Agreement.

## PRIOR BOARD OR COUNCIL ACTION

On August 18, 2020, and October 13, 2020, City Council was briefed on the proposal.

On October 27, 2020, City Council approved Resolution No. 20-304 authorizing the execution of a Chapter 380 Grant Agreement ("Agreement") between the City of Arlington and Arlington Matlock Partners, Ltd relative to the development of an approximately 45-acre industrial park in Arlington, Texas.

## ANALYSIS

On December 22, 2021, Prologis-Exchange TX 2008 LLC purchased the property relevant to the Agreement from Arlington Matlock Partners, Ltd.

Prologis, the ultimate parent of Prologis-Exchange TX 2008, was founded in 1983 and is headquartered in San Francisco, CA. Prologis is a real estate investment trust company with over 1900 employees, engaged in the ownership, acquisition, development and management of logistics.

Under the proposed assignment, Prologis-Exchange TX 2008 LLC will be bound to all obligations and requirements under the existing Agreement. As the new owner, they will be the beneficiary of the Agreement for the remainder of the term of the Agreement.

The terms of the Agreement are as follows:

The capital investment of the project is estimated to exceed \$65 million dollars, and the park will provide and fill 150 permanent full-time jobs initially by 2024 with growth to 400 jobs by 2027, maintaining such jobs during the term of the agreement. The Agreement establishes a MWBE goal of 25% for the project and includes job fairs in the City of Arlington during the term of the Agreement (through December 31, 2034).

In order to assist the developer with offsetting some of the development costs associated with public infrastructure improvements and construction, the Agreement provides a reimbursement grant not to exceed \$1,319,399. The reimbursement is for roadway improvements and floodplain retaining walls and is paid after the owner receives a certificate of occupancy for the first two buildings and satisfactorily completes the improvements. The Agreement also provides a waiver of all development fees associated with the project.

Per the Agreement, it is not assignable to any new owners or lessees unless such assignment is approved in writing by the city. The proposed assignment does not alter any of the terms, covenants, conditions and requirements of the original Agreement.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Resolution with Consent to Assignment

Under separate cover:

None

Available in the City Manager's office:

None

STAFF CONTACT(S):

Bruce Payne

Economic Development Director

817-459-6114

Bruce.Payne@arlingtonontx.gov

**Resolution No. 22-089**

**A resolution authorizing the execution of a Consent to Assignment of Agreement with Prologis-Exchange TX 2008, LLC and Arlington Matlock Partners, LTD. relative to the assignment of all the rights and obligations under that certain Chapter 380 Grant Agreement**

WHEREAS, on October 27, 2020, by Resolution No. 20-304, City Council authorized the execution of a Chapter 380 Grant Agreement for Economic Development Incentives (the "Agreement") Arlington Matlock Partners, LTD. (hereinafter referred to as "Arlington MP") relative to the development of a 45-acre industrial park located at 3601 Allen Avenue in Arlington, Texas; and

WHEREAS, on December 22, 2021, Arlington MP and Prologis-Exchange TX 2008, LLC (hereinafter referred to as "Prologis") entered into a Bill of Sale and Assignment of Contracts wherein Prologis acquired title to the Property (as that term is defined in the Agreement) and Arlington MP assigned, transferred, set over and conveyed their interest in the Agreement to Prologis and Prologis accepted all right, title, and interest in and to the Agreement and accepted and assumed Arlington MP's obligations under the Agreement; and

WHEREAS, the City must consent to the assignment before any assignment of the Agreement takes place; 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 Council consents to the assignment of the Chapter 380 Grant Agreement from Arlington Matlock Partners, LTD. to Prologis-Exchange TX 2008, LLC for all purposes and in accordance with the Consent to Assignment of Agreement.

III.

That the City Manager or his designee is authorized to execute a Consent to Assignment of Agreement establishing the conditions of the City's approval of the

assignment of the Agreement. A substantial copy of the Consent to Assignment of Agreement is attached.

IV.

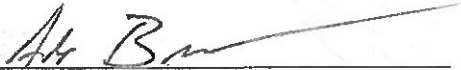
In approving assignment of the referenced Consent to Assignment of Agreement, the City of Arlington, Texas, through its City Council, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

PRESENTED AND PASSED on this the 26th day of April, 2022, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



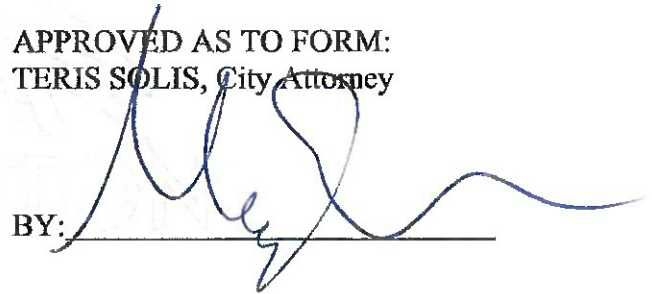
JIM R. ROSS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney



BY:

THE STATE OF TEXAS §  
§  
§  
COUNTY OF TARRANT §

**CONSENT TO ASSIGNMENT  
OF AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF AGREEMENT (hereinafter, this "Consent") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between PROLOGIS-EXCHANGE TX 2008 LLC, a Delaware limited liability company (hereinafter "ASSIGNEE"), ARLINGTON MATLOCK PARTNERS, LTD., a Texas limited partnership (hereinafter "ASSIGNOR"), and the CITY OF ARLINGTON, TEXAS, a municipal corporation located in Tarrant County, Texas (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, on December 1, 2020, CITY entered into a Chapter 380 Grant Agreement with ASSIGNOR (hereinafter "Agreement") relative to the development of an industrial park and such Agreement was duly authorized by City Council Resolution No. 20-304; and

WHEREAS, on December 22, 2021, ASSIGNOR and ASSIGNEE entered into a Bill of Sale and Assignment of Contracts wherein ASSIGNEE acquired title to the Property (as that term is defined in the Agreement) and ASSIGNOR assigned, transferred, set over and conveyed their interest in and ASSIGNEE in the Agreement and ASSIGNEE accepted all right, title, and interest in and to the Agreement and accepted and assumed ASSIGNOR's obligations under the Agreement; and

WHEREAS, in accordance with the terms of the Agreement to be effective such assignment must be consented to by the CITY and ASSIGNOR and ASSIGNEE have requested the CITY provide such consent;

NOW, THEREFORE:

1. **Preamble.** All matters stated in the preamble of this Consent are found to be true and correct and are hereby incorporated within the body of this Consent as if copied herein in their entirety.
2. **Consent to Assignment.** By signing below, CITY consents to the assignment of the Agreement from ASSIGNOR to ASSIGNEE for all purposes and in accordance with the terms of the Agreement.

3. **Binding Effect, Governing Law.** Except as modified hereby, the Agreement shall remain in full effect in accordance with its terms and ASSIGNEE shall succeed to the rights and obligations of ASSIGNOR under the Agreement in all respects. This Consent shall be binding upon ASSIGNEE, ASSIGNOR, and CITY, and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Consent and the terms of the Agreement, the terms of this Consent shall prevail. This Consent shall be governed by the laws of the State of Texas.
  
4. **Entire Agreement.** This Consent, together with the Agreement, embodies the entire agreement and understanding between ASSIGNEE, ASSIGNOR, and CITY regarding Project (as those terms are defined in the Agreement). Any and all prior or contemporaneous oral or written representations, agreements, understandings, or statements other than those set forth in the Agreement and this Consent are of no force and effect.
  
5. **Headings.** The headings appearing in this Consent are for the purpose of easy reference only and cannot be considered a part of this Consent or in any way to modify, amend, or affect the provisions of this Consent or the Agreement.
  
6. **Severability.** If any term or provision of this Consent is found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Consent cannot be affected thereby, and each term of this Consent will be valid and enforceable to the fullest extent permitted by law.

Executed on the date first written above.

**ARLINGTON MATLOCK PARTNERS,  
LTD.**

BY \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

WITNESS:

[Handwritten Signature]

PROLOGIS- EXCHANGE TX 2008 LLC

BY

Signature

[Handwritten Signature]  
W. ARTHUR BARRETT  
SVP

Typed or Printed Name

Typed or Printed Title

Date

A-6-2022

WITNESS:

[Handwritten Signature]

CITY OF ARLINGTON, TEXAS

BY

[Handwritten Signature]  
Trey Yelverton  
City Manager

ATTEST:

[Handwritten Signature]  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY

[Handwritten Signature]



THE STATE OF Texas §  
§  
COUNTY OF Tarrant §

**ARLINGTON MATLOCK PARTNERS,  
LTD.  
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael Bady who is known to me or who was proved to me executed contract (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer 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 **ARLINGTON MATLOCK PARTNERS, LTD.**, an entity doing business in the State of Texas, and as the SVP 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 5th day of May, 2022.



Minnie Walker  
Notary Public, State of Texas  
Minnie Walker  
Notary's Printed Name

THE STATE OF Texas §  
§  
COUNTY OF Tarrant §

**PROLOGIS- EXCHANGE TX 2008 LLC  
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Art Parkley who is known to me or who was proved to me 16812470 (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer 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 **PROLOGIS- EXCHANGE TX 2008 LLC**, an entity doing business in the State of Texas, and as the SVP 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 6th day of April, 2022.



Minnie Walker  
Notary Public, State of Texas  
Minnie Walker  
Notary's Printed Name



# Staff Report



Arlington Matlock Partners, LTD. – Chapter 380 Grant Agreement for Economic Development Incentives	
--	--

City Council Meeting Date: October 27, 2020	Document Being Considered: Resolution
---	---------------------------------------

## RECOMMENDATION

Consider a resolution authorizing the execution of a Chapter 380 Grant Agreement for economic development incentives by and between Arlington Matlock Partners, Ltd., and the City of Arlington, Texas, relative to the development of 3601 Allen Avenue for a 45-acre master planned industrial park.

## PRIOR BOARD OR COUNCIL ACTION

On August 18, 2020 and October 13, 2020, the Council was briefed on the proposal.

## ANALYSIS

Arlington Matlock Partners, LTD., is proposing to develop an approximately 45-acre industrial park on land in the southern portion of the city near the I-20 and 360 corridors. The industrial park will include at least 4 buildings totaling over 700,000 square feet of industrial and light manufacturing space. The capital investment of the project is estimated to exceed \$65 million dollars, and the park will provide and fill 150 permanent full-time jobs initially by 2024 with growth to 400 jobs by 2027, maintaining such jobs during the term of the agreement. The agreement establishes a MWBE goal of 25% for the project and includes job fairs in the City of Arlington during the term of the agreement (December 31, 2034).

## Development Assistance

In order to assist Arlington Matlock Partners, LTD., in offsetting some of the development costs associated with public infrastructure improvements and construction, the City proposes a reimbursement grant not to exceed \$1,319,399. The reimbursements would be for roadway improvements and floodplain retaining walls. The grant would be reimbursed only after that owner receives a certificate of occupancy for the first two buildings and satisfactorily builds the improvements. The City would also waive all Development Fees associated with the project.

## FINANCIAL IMPACT

Funding, subject to annual appropriations will be provided by the Innovative Venture Capital Fund in the fiscal year in which the improvements and certificates of occupancy are achieved but prior to 2025.

## ADDITIONAL INFORMATION

Attached:	Resolution (w/ Agreement)
Under separate cover:	None.
Available in the City Secretary's Office:	None.

## STAFF CONTACT

James F. Parajon, FAICP  
Deputy City Manager  
817-459-6103  
[Jim.Parajon@arlingtontx.gov](mailto:Jim.Parajon@arlingtontx.gov)

**Resolution No. 20-304**

**A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between Arlington Matlock Partners, LTD., and the City of Arlington, Texas relative to the development of a 45-acre industrial park located at 3601 Allen Avenue in Arlington, Texas**

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

WHEREAS, 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 associated with the development of a 45-acre industrial park located at 3601 Allen Avenue in 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 27<sup>th</sup> day of October, 2020, by a vote of 9 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 \_\_\_\_\_, 2020, by and between **ARLINGTON MATLOCK PARTNERS, LTD.**, 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, CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s development of an approximately 45-acre industrial park to contain at least four (4) buildings totaling over 700,000 square feet of industrial and light manufacturing space 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. “Added Taxable Value” is defined as the taxable value of the Premises above the Base Year Value, as appraised by the Tarrant Appraisal District.
- B. “Base Year Value” is defined as the tax year 2020 taxable value of the Premises as finally determined by Tarrant Appraisal District, which shall be \$1,380,931.00.
- C. “Job” is defined as a permanent, full-time employment position that results in actual paid employment of an employee, not independent contractor, at the Project of at least 1,820 hours per position in a year. It shall not include part time employees.

- D. "Premises" are defined as the approximately 45 acres of land located at 3601 Allen Avenue, Arlington, Texas 76014, as depicted in **Exhibit "A"** attached hereto and incorporated herein for all purposes.
- E. "Project" is defined as development of an industrial park to contain at least four (4) buildings totaling over 700,000 square feet of industrial and light manufacturing space on the Premises, as depicted in **Exhibit "B"** attached hereto and incorporated herein for all purposes.
- F. "Retaining Wall Improvements" are defined as improvements made to the Premises to retain the slope of the soil, as identified in **Exhibit "C"** attached hereto and incorporated herein for all purposes.
- G. "Roadway Improvements" are defined as right of way, retaining walls, and related earthwork improvements as identified in **Exhibit "D"** attached hereto and incorporated herein for all purposes.

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

This Agreement shall be effective on the date of execution and shall expire on December 31, 2034 (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, Roadway Improvements, and Retaining Wall Improvements by no later than October 31, 2024. Completion of the Project and Retaining Wall Improvements shall be evidenced by the issuance of certificates of occupancy by the CITY for the shell of all four (4) buildings that comprise the Project. Completion of the Roadway Improvements shall be evidenced by written acceptance of the improvements from the CITY.
- B. OWNER's completion of the Project must result in Added Taxable Value of at least \$40,000,000.00 no later than the tax year 2025 (begins January 1, 2025). Further, the Added Taxable Value of the Project shall remain at or above \$40,000,000.00 for the remainder of the Term of this Agreement (tax years 2026-2034).
- C. OWNER or OWNER's tenants shall create and fill no less than 150 Jobs within the Project by December 31, 2024, and maintain a minimum of 150 Jobs within the Project through December 30, 2027. Beginning on December 31, 2027, OWNER or OWNER's tenants shall create and fill no less than 400 Jobs within the Project and maintain a minimum of 400 Jobs within the Project throughout the remainder of the Term of this Agreement. CITY and OWNER recognize that in



addition to full-time employment positions within the Project, OWNER or OWNER's tenants intend to create and fill numerous part-time employment positions within the Project that will also serve to promote local economic development and stimulate business and commercial activity in the CITY.

- D. 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.
- G. During design and construction of the Project OWNER agrees to use diligent efforts and to cause its contractors and subcontractors to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, terms, quality, and price. OWNER also agrees to develop a policy that establishes a goal of twenty-five percent (25%) use by OWNER of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractors, subcontractors, or suppliers is vested in racial or ethnic minorities or women for design and construction of the Project, which such policy shall contain reasonable exclusions. Beginning in the first full calendar quarter after this Agreement is executed and continuing until the Project has been completed, OWNER shall provide the CITY with a quarterly report detailing its progress towards the twenty-five percent (25%) goal.
- H. During construction of the Project, and once every four years after the Project is completed, OWNER or OWNER's tenants shall host at least one job fair in the City of Arlington for employment opportunities at the Project. Such job fairs shall be marketed by OWNER or OWNER's tenants to residents of the City of Arlington.

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

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

- A. Fee Waiver. If all applicable Improvement Conditions and Requirements set forth in Article III are satisfied, to the extent applicable at that point in time, CITY

agrees to waive all development fees owed to the CITY for development of the Project. Development fees shall include plan review fees, building permit and inspection fees, park fees, irrigation review and inspection fees, early grading permit fees, landscape plan review fees, public utilities inspection fees, fire alarm permit and inspection fees, sprinkler system permit and inspection fees, fire pump permit and inspection fees, certificate of occupancy fees, water and sewer tap fees, water activation fees, meter and detector check fees, water and sewer impact fees, and roadway impact fees.

B. Reimbursement Grant. If all applicable Improvement Conditions and Requirements set forth in Article III are satisfied, to the extent applicable at that point in time, CITY agrees to provide a reimbursement grant, in the amount identified below, within 30 days of OWNER providing CITY with the following: 1) documentation that two of the four buildings that comprise the Project have been timely completed in accordance with Section III.A., 2) documentation that the Retaining Wall Improvements and Roadway Improvements have been timely completed in accordance with Section III.A., and 3) documentation of costs incurred by OWNER to design and construct the Retaining Wall Improvements and Roadway Improvements.

1. The reimbursement grant shall be equal to the sum of the following: 1) the lesser of the costs incurred by OWNER to design and construct the Roadway Improvements or \$538,211.00, and 2) the lesser of the costs incurred by OWNER to design and construct the Retaining Wall Improvements or \$781,188.00. Under no circumstances shall the total amount of the reimbursement grant exceed \$1,319,399.00.
2. The reimbursement grant shall be subject to the appropriation by the City Council of the CITY in a future budget of funds to pay such reimbursement grant. The CITY's obligation under this Agreement to pay the reimbursement grant shall not constitute a general obligation of the CITY or indebtedness under the constitution or laws of the State of Texas.

## 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, including records and information from OWNER's tenant(s) regarding Jobs created and maintained within the Project.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Reimbursement Grant in Section IV.B. above. 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 B below, a breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by CITY of grant payments made and fees waived, as further set forth in Subsection 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 fees waived and grant payments made may occur pursuant to Subsection C below. Notwithstanding, if the OWNER's breach of this Agreement is a failure to obtain or maintain the minimum Added Taxable Value specified in Section III.B., OWNER shall have 365 days (hereinafter the "Extended Cure Period") following receipt of said written notice to cure such breach or this Agreement may be terminated by CITY and recapture of fees waived and grant payments made may occur pursuant to Subsection C below; provided however, the Extended Cure Period shall only be available to OWNER one time during the Term of this Agreement. 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, subject to Subsection B above, CITY may terminate this Agreement and recapture all reimbursement grant payments in Section IV.B. and fees waived under this Agreement (subject to the last sentence

of this Section VII.C.). It shall be the duty of CITY to determine whether to require recapture and to demand payment of such. Repayment of grant payments and waived fees shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of grants made and fees waived, 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 grants and fees waived pursuant to this Agreement. Notwithstanding anything contained herein, the fee waivers set forth in Article IV.A. above shall not be subject to recapture by the CITY for any particular building, following the issuance of a certificate of occupancy for that building.

### **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 fees waived and grant payments provided under Article 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. Notwithstanding anything in this Agreement to the contrary, OWNER does not need the CITY's written approval to assign this Agreement to a new owner of the Project provided such new owner is a joint venture between OWNER and Prologis and provided the CITY has been given documentation, within 30 days of the effective date of such assignment, demonstrating the creation of such joint venture as well as a copy of the written assignment agreement between OWNER and new owner wherein new owner has assumed all rights and obligations of this Agreement.

### **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: Arlington Matlock Partners, LTD.  
Attention: Michael Bailey  
511 E. John Carpenter Freeway, Suite 200  
Irving, Texas 75062-3911

cc: Prologis  
Attention: Art Barkley  
2021 McKinney Avenue, Suite 1050  
Dallas, Texas 75201

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.

**ARLINGTON MATLOCK PARTNERS,  
LTD.**

BY Windstar Development Corporation,  
a Texas corporation, it's General Partner

BY \_\_\_\_\_  
Signature  
Michael Bailey, Vice President  
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     §  
                                      §     **ARLINGTON MATLOCK PARTNERS, LTD.**  
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 **ARLINGTON MATLOCK PARTNERS, LTD.**, 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 \_\_\_\_\_, 2020.

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

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

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

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.

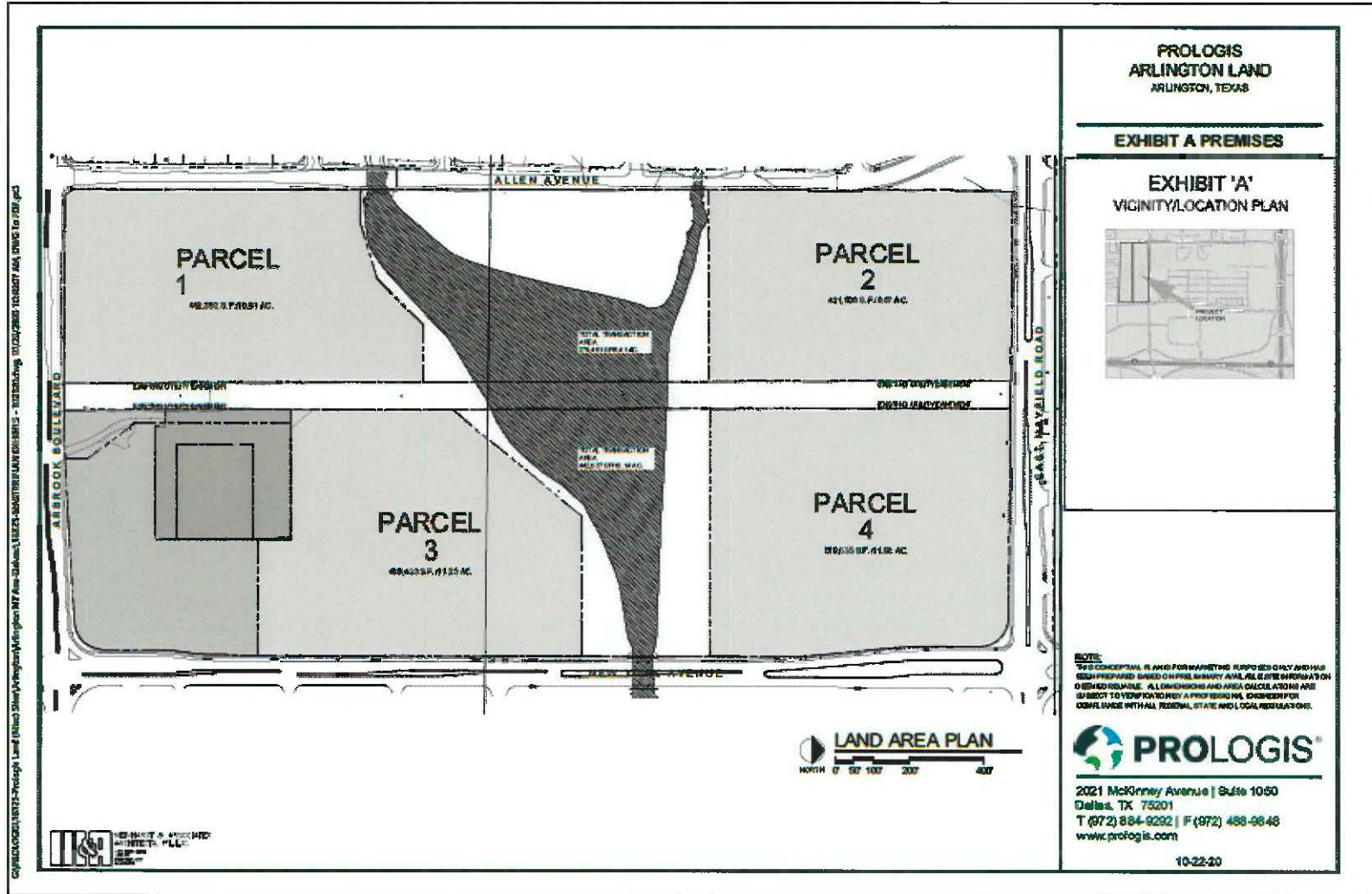
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

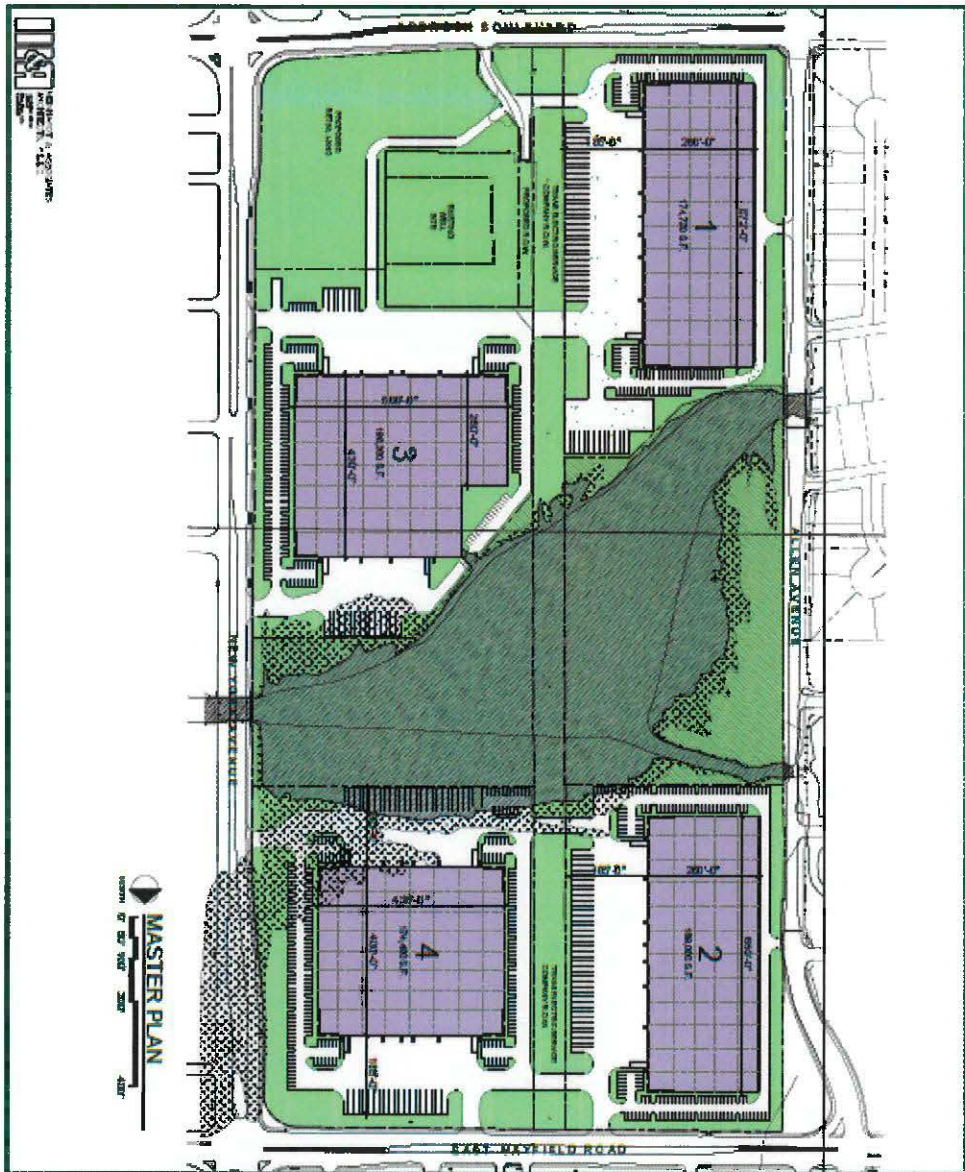
\_\_\_\_\_  
My Commission Expires

**Exhibit "A"  
PREMISES**



# Exhibit "B" PROJECT

G:\PROLOGIS\16125-Prologis Land (Misc)\Site\Arlington\Arlington N/A - Exhibit\16125-MASTER PLAN CONCEPT - 10/20/2010.dwg 10/20/2010 1:52:15 PM DWS Top of Page 6



MASTER PLAN  
SCALE: 1" = 50'-0"

**PROLOGIS**  
**ARLINGTON LAND**  
ARLINGTON, TEXAS

**MASTER PLAN**

BUILDING DATA	
BUILDING 1	174,728 S.F.
BUILDING 2	163,000 S.F.
BUILDING 3	158,300 S.F.
BUILDING 4	174,428 S.F.
<b>TOTAL BUILDING AREA</b>	<b>714,428 S.F.</b>

- LEGEND**
- OWNED BY PROLOGIS/LEASED
  - OWNED BY PROLOGIS/UNLEASABLE
  - OWNED BY PROLOGIS/PLANNED
  - LAND

- ⊕ DOCK POSITION
- ⊕ DOCK POSITION HANGOVER
- ⊕ FUTURE DOCK POSITION
- ⊕ DRIVE-IN DOOR

**NOTE:**  
THIS DRAWING IS THE PROPERTY OF PROLOGIS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PROLOGIS. ANY VIOLATION OF THIS NOTICE IS STRICTLY PROHIBITED.

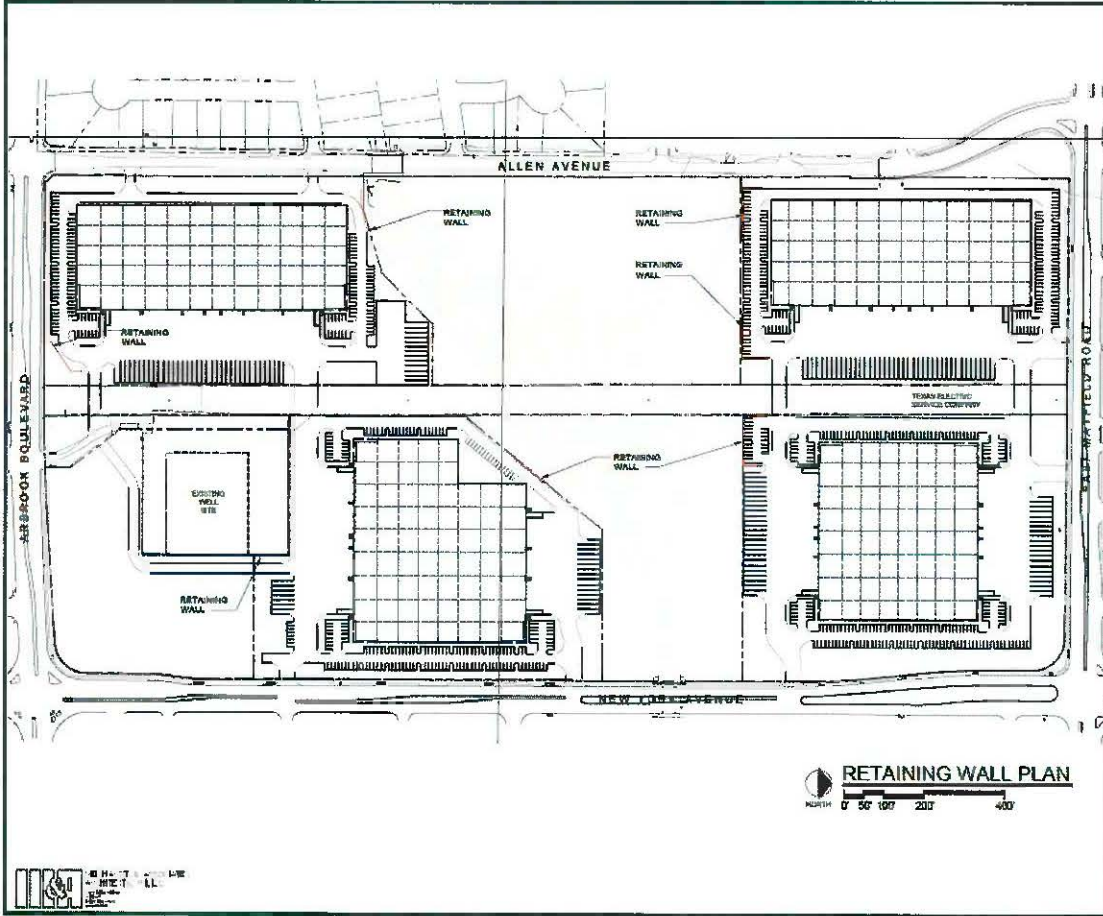


2021 Independence Avenue | Suite 1100  
 Dallas, TX 75201 | F (972) 488-9848  
 T (972) 604-9292 | F (972) 488-9848  
 www.prologis.com

10-20-20

# Exhibit "C" RETAINING WALL IMPROVEMENTS

© PROLOGIS 10/21/2015 Prologis Land (MSO) StreetView/GoogleMap.com NY Ave-Dallas 18125-MASTER PLAN EXHIBITS - 10/21/2015 (10:59:38 AM) DWS To: DP 603



PROLOGIS  
ARLINGTON LAND  
ARLINGTON, TEXAS

EXHIBIT C

NOTE:  
THIS CONCEPTUAL PLAN IS FOR MARKETING PURPOSES ONLY AND HAS  
BEEN PREPARED BASED ON PRELIMINARY AVAILABLE SITE INFORMATION.  
DESIGN DETAILS, ALL DIMENSIONS AND AREA CALCULATIONS ARE  
SUBJECT TO VERIFICATION BY PROFESSIONAL ENGINEERS  
COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.



2021 McKinney Avenue | Suite 1050  
Dallas, TX 75201  
T (972) 884-9292 | F (972) 488-9948  
www.prologis.com

10-21-20





- D. "Premises" are defined as the approximately 45 acres of land located at 3601 Allen Avenue, Arlington, Texas 76014, as depicted in **Exhibit "A"** attached hereto and incorporated herein for all purposes.
- E. "Project" is defined as development of an industrial park to contain at least four (4) buildings totaling over 700,000 square feet of industrial and light manufacturing space on the Premises, as depicted in **Exhibit "B"** attached hereto and incorporated herein for all purposes.
- F. "Retaining Wall Improvements" are defined as improvements made to the Premises to retain the slope of the soil, as identified in **Exhibit "C"** attached hereto and incorporated herein for all purposes.
- G. "Roadway Improvements" are defined as right of way, retaining walls, and related earthwork improvements as identified in **Exhibit "D"** attached hereto and incorporated herein for all purposes.

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

This Agreement shall be effective on the date of execution and shall expire on December 31, 2034 (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, Roadway Improvements, and Retaining Wall Improvements by no later than October 31, 2024. Completion of the Project and Retaining Wall Improvements shall be evidenced by the issuance of certificates of occupancy by the CITY for the shell of all four (4) buildings that comprise the Project. Completion of the Roadway Improvements shall be evidenced by written acceptance of the improvements from the CITY.
- B. OWNER's completion of the Project must result in Added Taxable Value of at least \$40,000,000.00 no later than the tax year 2025 (begins January 1, 2025). Further, the Added Taxable Value of the Project shall remain at or above \$40,000,000.00 for the remainder of the Term of this Agreement (tax years 2026-2034).
- C. OWNER or OWNER's tenants shall create and fill no less than 150 Jobs within the Project by December 31, 2024, and maintain a minimum of 150 Jobs within the Project through December 30, 2027. Beginning on December 31, 2027, OWNER or OWNER's tenants shall create and fill no less than 400 Jobs within the Project and maintain a minimum of 400 Jobs within the Project throughout the remainder of the Term of this Agreement. CITY and OWNER recognize that in

addition to full-time employment positions within the Project, OWNER or OWNER's tenants intend to create and fill numerous part-time employment positions within the Project that will also serve to promote local economic development and stimulate business and commercial activity in the CITY.

- D. 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.
- G. During design and construction of the Project OWNER agrees to use diligent efforts and to cause its contractors and subcontractors to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, terms, quality, and price. OWNER also agrees to develop a policy that establishes a goal of twenty-five percent (25%) use by OWNER of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractors, subcontractors, or suppliers is vested in racial or ethnic minorities or women for design and construction of the Project, which such policy shall contain reasonable exclusions. Beginning in the first full calendar quarter after this Agreement is executed and continuing until the Project has been completed, OWNER shall provide the CITY with a quarterly report detailing its progress towards the twenty-five percent (25%) goal.
- H. During construction of the Project, and once every four years after the Project is completed, OWNER or OWNER's tenants shall host at least one job fair in the City of Arlington for employment opportunities at the Project. Such job fairs shall be marketed by OWNER or OWNER's tenants to residents of the City of Arlington.

#### IV. Incentive Program

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

- A. Fee Waiver. If all applicable Improvement Conditions and Requirements set forth in Article III are satisfied, to the extent applicable at that point in time, CITY



agrees to waive all development fees owed to the CITY for development of the Project. Development fees shall include plan review fees, building permit and inspection fees, park fees, irrigation review and inspection fees, early grading permit fees, landscape plan review fees, public utilities inspection fees, fire alarm permit and inspection fees, sprinkler system permit and inspection fees, fire pump permit and inspection fees, certificate of occupancy fees, water and sewer tap fees, water activation fees, meter and detector check fees, water and sewer impact fees, and roadway impact fees.

- B. Reimbursement Grant. If all applicable Improvement Conditions and Requirements set forth in Article III are satisfied, to the extent applicable at that point in time, CITY agrees to provide a reimbursement grant, in the amount identified below, within 30 days of OWNER providing CITY with the following: 1) documentation that two of the four buildings that comprise the Project have been timely completed in accordance with Section III.A., 2) documentation that the Retaining Wall Improvements and Roadway Improvements have been timely completed in accordance with Section III.A., and 3) documentation of costs incurred by OWNER to design and construct the Retaining Wall Improvements and Roadway Improvements.
1. The reimbursement grant shall be equal to the sum of the following: 1) the lesser of the costs incurred by OWNER to design and construct the Roadway Improvements or \$538,211.00, and 2) the lesser of the costs incurred by OWNER to design and construct the Retaining Wall Improvements or \$781,188.00. Under no circumstances shall the total amount of the reimbursement grant exceed \$1,319,399.00.
  2. The reimbursement grant shall be subject to the appropriation by the City Council of the CITY in a future budget of funds to pay such reimbursement grant. The CITY's obligation under this Agreement to pay the reimbursement grant shall not constitute a general obligation of the CITY or indebtedness under the constitution or laws of the State of Texas.

## 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, including records and information from OWNER's tenant(s) regarding Jobs created and maintained within the Project.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Reimbursement Grant in Section IV.B. above. 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 B below, a breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by CITY of grant payments made and fees waived, as further set forth in Subsection 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 fees waived and grant payments made may occur pursuant to Subsection C below. Notwithstanding, if the OWNER's breach of this Agreement is a failure to obtain or maintain the minimum Added Taxable Value specified in Section III.B., OWNER shall have 365 days (hereinafter the "Extended Cure Period") following receipt of said written notice to cure such breach or this Agreement may be terminated by CITY and recapture of fees waived and grant payments made may occur pursuant to Subsection C below; provided however, the Extended Cure Period shall only be available to OWNER one time during the Term of this Agreement. 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, subject to Subsection B above, CITY may terminate this Agreement and recapture all reimbursement grant payments in Section IV.B. and fees waived under this Agreement (subject to the last sentence

of this Section VII.C.). It shall be the duty of CITY to determine whether to require recapture and to demand payment of such. Repayment of grant payments and waived fees shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of grants made and fees waived, 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 grants and fees waived pursuant to this Agreement. Notwithstanding anything contained herein, the fee waivers set forth in Article IV.A. above shall not be subject to recapture by the CITY for any particular building, following the issuance of a certificate of occupancy for that building.

### **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 fees waived and grant payments provided under Article 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. Notwithstanding anything in this Agreement to the contrary, OWNER does not need the CITY's written approval to assign this Agreement to a new owner of the Project provided such new owner is a joint venture between OWNER and Prologis and provided the CITY has been given documentation, within 30 days of the effective date of such assignment, demonstrating the creation of such joint venture as well as a copy of the written assignment agreement between OWNER and new owner wherein new owner has assumed all rights and obligations of this Agreement.

### **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: Arlington Matlock Partners, LTD.  
Attention: Michael Bailey  
511 E. John Carpenter Freeway, Suite 200  
Irving, Texas 75062-3911

cc: Prologis  
Attention: Art Barkley  
2021 McKinney Avenue, Suite 1050  
Dallas, Texas 75201

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**

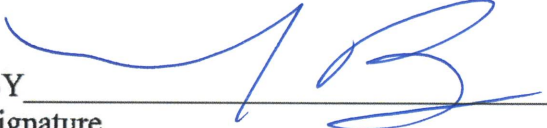
The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, 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.


**ARLINGTON MATLOCK PARTNERS,  
LTD.**

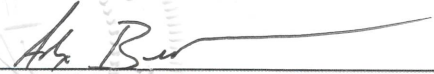
BY Windstar Development Corporation,  
a Texas corporation, it's General Partner

BY   
Signature  
Michael Bailey, Vice President  
Date 11/6/20

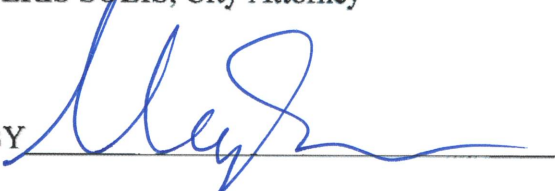
WITNESS:  


**CITY OF ARLINGTON, TEXAS**

BY   
JIM PARAJON  
Deputy City Manager  
Date 12/1/20

ATTEST:  
  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY 

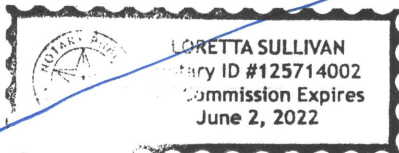
THE STATE OF TEXAS §  
§  
COUNTY OF Dallas §

**ARLINGTON MATLOCK PARTNERS, LTD.**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael Bailey 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 **ARLINGTON MATLOCK PARTNERS, LTD.**, 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.

*V.P. of General Partner,  
Windstar Development Corporation*

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of November, 2020.



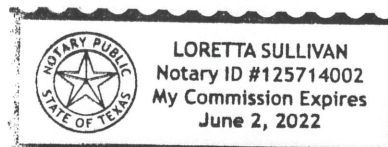
June 02, 2022  
My Commission Expires

Loretta Sullivan

Notary Public in and for  
The State of Texas

Loretta Sullivan

Notary's Printed Name

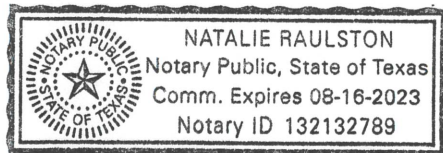


THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

**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 1st day of December, 2020.



My Commission Expires 08-16-2023

Natalie Raulston

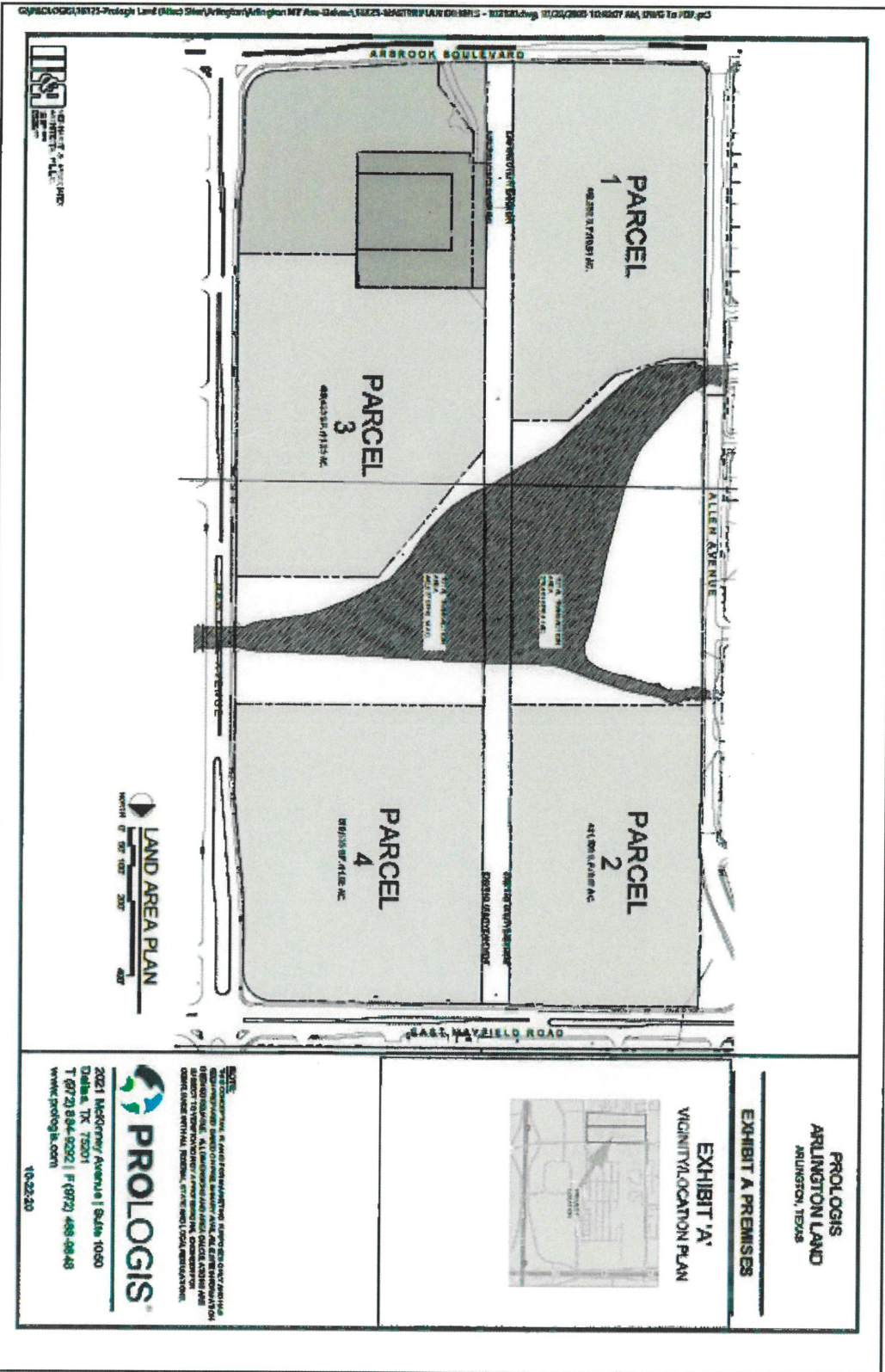
Notary Public in and for  
The State of Texas

Natalie Raulston

Notary's Printed Name



# Exhibit "A" PREMISES



Copyright © 2021 Prologis Land (d/b/a) Dallas, Arlington, Arlington, TX Area - Dallas, TEXAS - 2021-08-10 10:22:50 - 10:22:50.dwg (10/22/2021 10:22:50 AM) DWG To PDF.plt



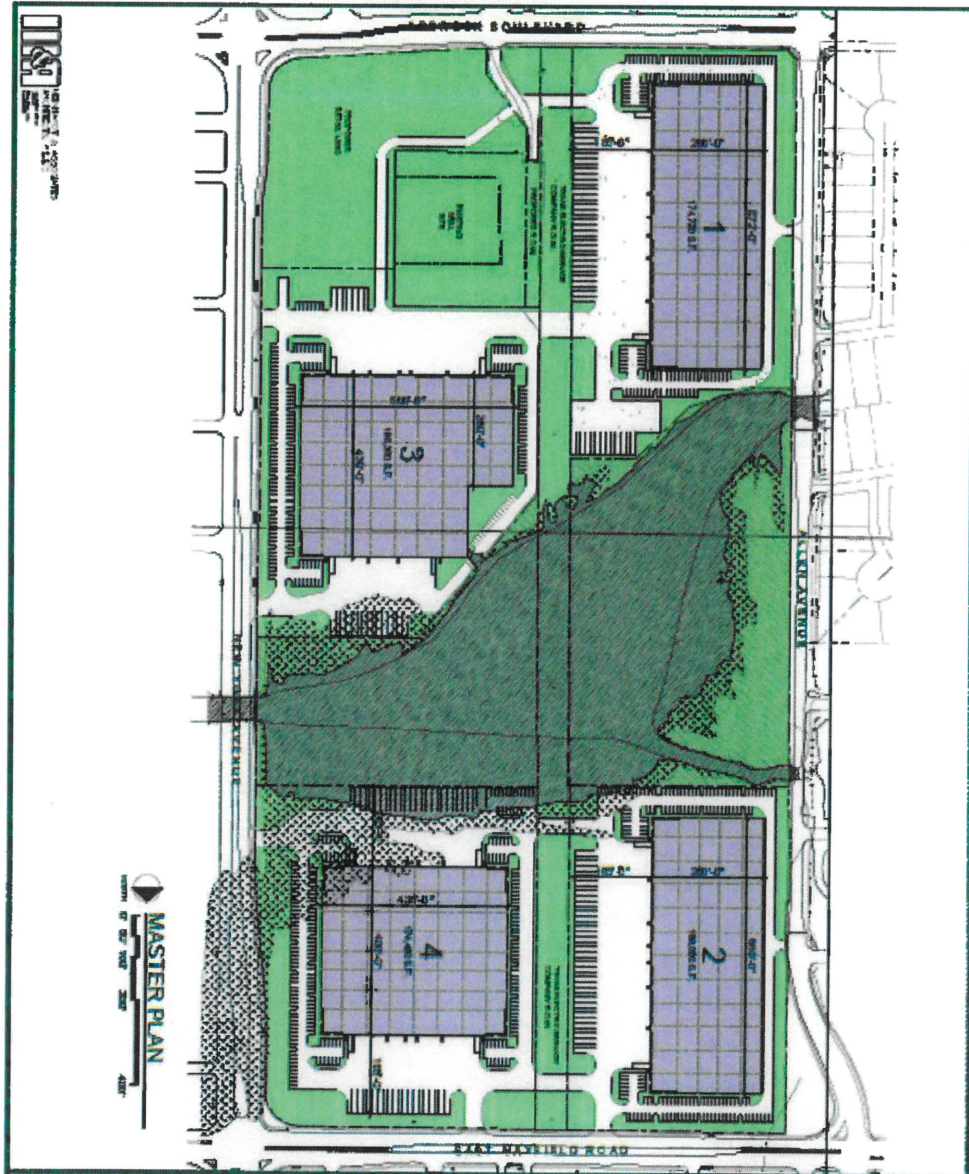
**PROLOGIS**

2021 McKinney Avenue | Suite 1050  
Dallas, TX 75201  
T 672.218.8444 | F 672.218.8443  
www.prologis.com

10-22-20

# Exhibit "B" PROJECT

G:\PROLOGIS\10125-Prologis Land (Site) - Steel, Arlington, Arlington, TX - Data\10125-MASTER PLAN CONCEPT - 10/20/2009 10:20:20 AM DWG Top10125.dwg



**MASTER PLAN**  
SCALE: 1" = 100'

**PROLOGIS**  
**ARLINGTON LAND**  
ARLINGTON, TEXAS

**MASTER PLAN**

BUILDING DATA	
BUILDING 1	174,720 S.F.
BUILDING 2	158,000 S.F.
BUILDING 3	158,320 S.F.
BUILDING 4	174,420 S.F.
<b>TOTAL BUILDING AREA</b>	<b>714,420 S.F.</b>

- LEGEND**
- █ OMAHA BY PROLOGIS/LEASEE
  - █ OMAHA BY PROLOGIS/AVAILABLE
  - █ OMAHA BY PROLOGIS/LEASEE
  - █ LAND

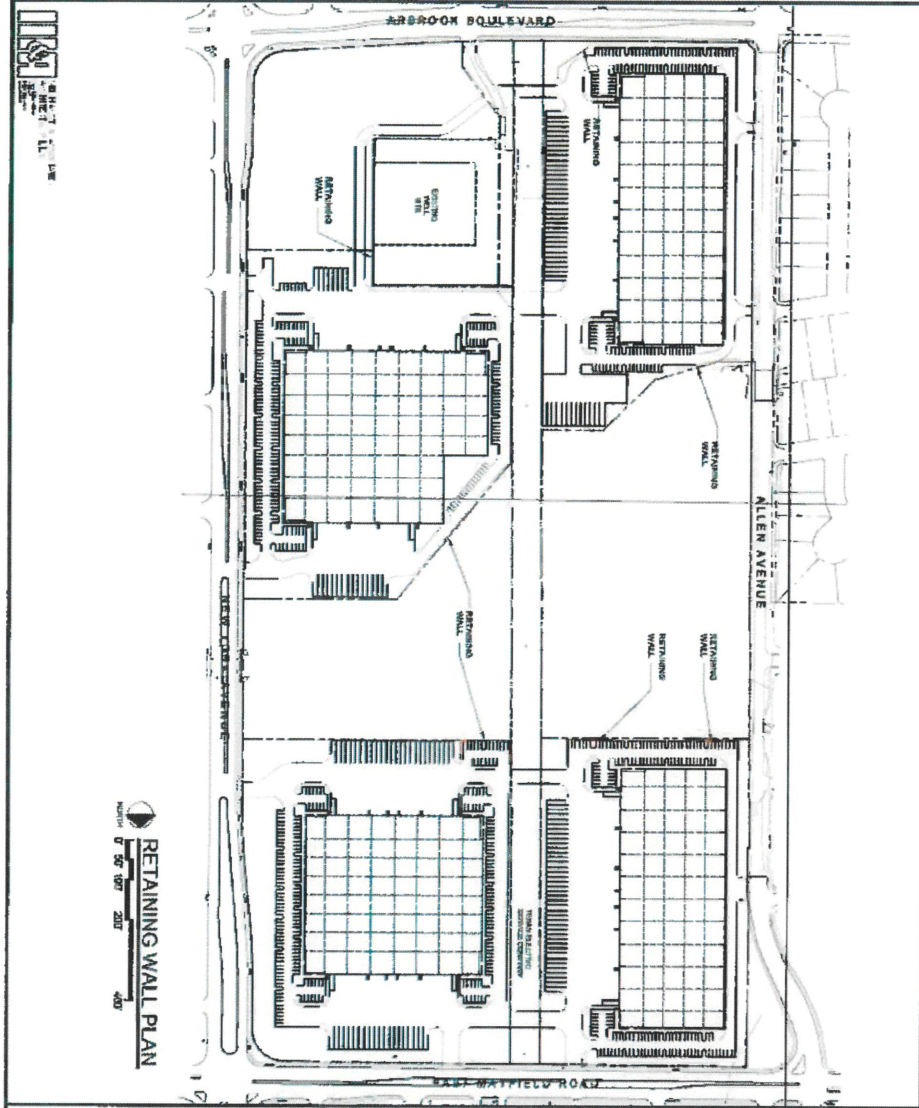
- DOCK POSITION
- DOCK POSITION W/HAULER
- FUTURE DOCK POSITION
- DRIVE-IN DOCK

**PROLOGIS**  
2021 Rockway Avenue | Suite 1100  
Dallas, TX 75201  
T (972) 804-9292 | F (972) 438-9948  
www.prologis.com

10-20-20

# Exhibit "C" RETAINING WALL IMPROVEMENTS

G:\P\PROLOGIS\18125-Prologis Land (Misc) Site\Wilmington\Wilmington\_NY\_Ave-Devel\18125-MASTER PLAN EXHIBITS - 10/21/20.dwg, 10/21/20 10:50:54 AM DWG To PDF.pc3



**PROLOGIS**  
**ARLINGTON LAND**  
ARLINGTON, TEXAS

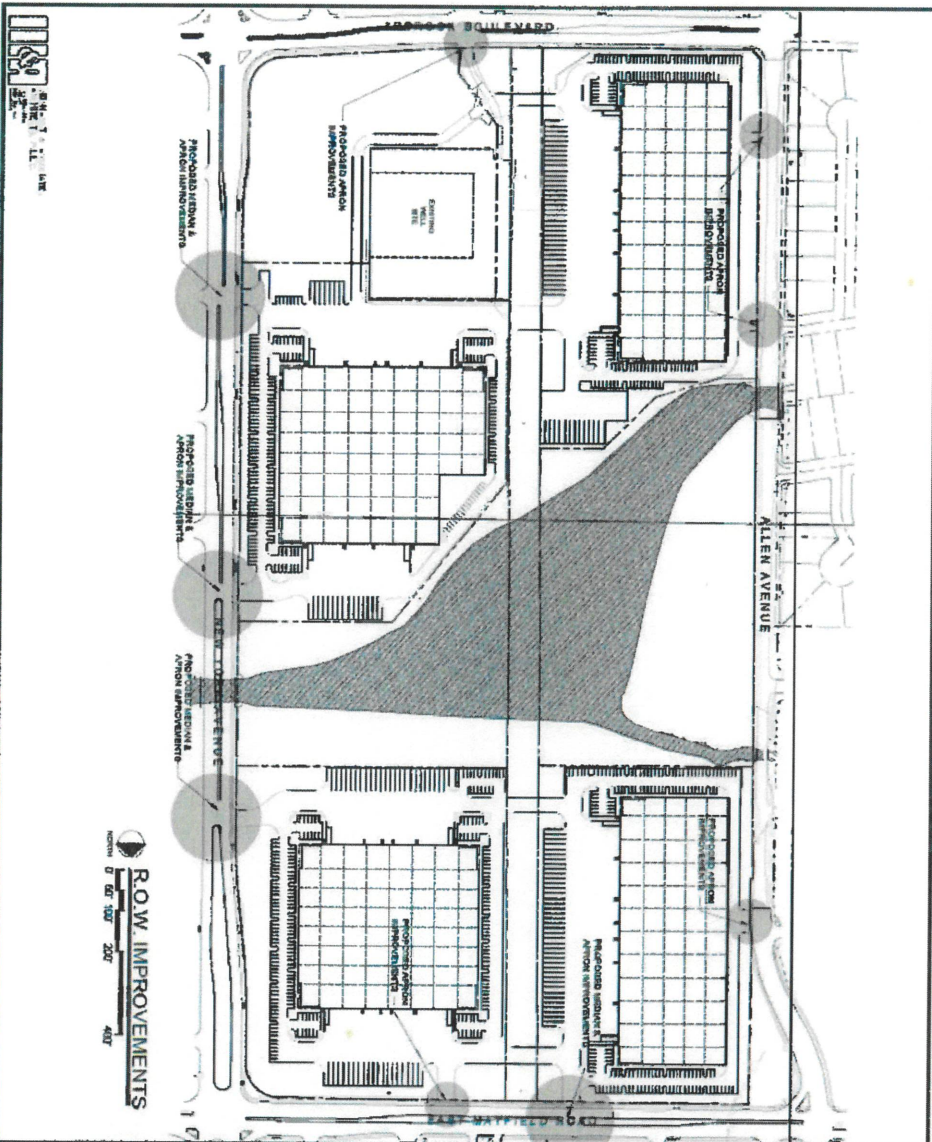
**EXHIBIT C**

**PROLOGIS**  
2021 Mackinaw Avenue | Suite 1050  
Dallas, TX 75201  
T (972) 894-8292 | F (972) 488-9948  
www.prologis.com

10-21-20

# Exhibit "D" ROADWAY IMPROVEMENTS

G:\PROLOGIS\MR25-Prologis Land (Mrc) Sites\Wilmington\Wilmington\_Mc\Delmas\_10125-MASTER PLAN EXHIBITS - 102730.dwg, 10/21/2020 10:56:03 AM DWG To PDF.pc3



**PROLOGIS**  
 2021 McKinnery Avenue | Suite 1050  
 Dallas, TX 75201  
 T (972) 864-8292 | F (972) 488-9048  
 www.prologis.com

**NOTE:**  
 THIS CONCEPTUAL PLAN IS FOR INFORMATION PURPOSES ONLY AND HAS NOT BEEN APPROVED BY ANY AGENCY. ALL DIMENSIONS AND AREA VALUES ARE APPROXIMATE AND SUBJECT TO VERIFICATION BY A PROFESSIONAL SURVEYOR AND/OR ENGINEER. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF PROLOGIS.

PROLOGIS  
 ARLINGTON LAND  
 ARLINGTON, TEXAS

EXHIBIT D

**ROW IMPROVEMENTS**  
 NORTH 0' 50' 100' 200' 400'