

Summit Racing (Real Property)

Location: 2200 E IH 20
 Property Owner: Big Zilla Development of Texas, LLC
 3800 Embassy Pkwy Ste. 300
 Akron, OH 44333

About the Project

Big Zilla Development of Texas, LLC. constructed a 700,000 square foot facility to house distribution and warehouse space and a customer support center along with a retail component. Autosales, Incorporated (d/b/a Summit Racing), an affiliate of Big Zilla Development of Texas, will operate the facility and hire the employees. Total capital investment in real property and business personal property improvements is estimated to be \$82 million.

Goals of the Project

Recruitment of targeted industry; new construction supporting property tax base enhancement

Current Status

Abatement is performing as expected.

Benefit to City

Development of 700,000 square feet of distribution, retail and call center space to serve all of Texas and southwestern United States; sales tax generation from retail component; approximate 7-year benefit of \$555,660 in additional property tax revenue.

Reinvestment Zone	44	
Ordinance	16-039	
Year Approved by Council	2016	
Base Year	2016	
Beginning Year	2018	FY19
Ending Year	2024	FY25
Duration	7 years	
Base Year Value	\$ 2,980,187	
Property Tax Account Number(s)	42167009	
Total Abatement Allowed	65%	
Total Estimated Investment by Company	\$ 82,000,000	(real and BPP)

Criteria Evaluated Complete eligible property improvements by December 31, 2017

Improve Premises resulting in added taxable value \$35m over the base year value by January 1, 2018

Autosales, Inc. is in compliance with the business personal property and job requirements associated with its Chapter 380 Agreement*

*Cross-default provision

Incentives 65% of the added taxable value of the real property improvements
 Allowed

Year	Abatement Percentage Allowed on Eligible Property	Appraised Value	Percentage of Total Value Abated	Abated Value	Abated Levy	Levy Abated as % of Total Tax Liability
2018 (FY19)	65%	61,439,700	59%	36,511,156	231,773	15%
2019 (FY20)	65%	61,950,916	59%	36,843,446	229,903	15%
2020 (FY21)	65%	61,950,916	59%	36,843,446	229,350	14%
2021 (FY22)	65%	61,950,916	59%	36,843,446	228,356	14%
2022 (FY23)	65%	62,902,246	60%	37,461,811	224,696	14%
2023 (FY24)	65%	65,321,476	60%	39,034,310	230,224	16%
2024 (FY25)						
				TOTAL	\$ 1,374,302	

*Jobs are reported by Autosales, Inc per the Chapter 380 Agreement

Summit Racing/Big Zilla - Real Property - Levy Paid by Taxing Entity

Year	City of Arlington (024)	Tarrant County (220)	Tarrant County Hospital District (224)	Tarrant County College District (225)	Arlington ISD (901)	Total Annual Tax Bill
2018 (FY19)	158,246	143,769	137,889	83,601	840,907	1,364,412
2019 (FY20)	156,671	144,965	139,036	80,642	804,538	1,325,851
2020 (FY21)	156,294	144,965	139,036	80,642	859,321	1,380,258
2021 (FY22)	155,616	141,868	139,036	80,642	843,028	1,360,189
2022 (FY23)	152,592	140,901	141,171	81,880	823,202	1,339,745
2023 (FY24)	155,042	127,050	127,050	73,271	728,726	1,211,140
2024 (FY25)						-
	\$ 934,461	\$ 843,518	\$ 823,217	\$ 480,676	\$ 4,899,722	\$ 7,981,594.22

italics indicates projection

1

Ordinance No. 16-039

An ordinance establishing Reinvestment Zone Number Forty-Four; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and

WHEREAS, on May 24, 2016, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Four; and

WHEREAS, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Forty-Four, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; NOW THEREFORE,

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

1.

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

2.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Forty-Four has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone Number Forty-Four should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and
- C. That the improvements sought to be made in Reinvestment Zone Number Forty-Four are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Forty-Four is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Four for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Forty-Four of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Forty-Four of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

5.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be

inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

6.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

7.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

8.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.


9.

This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 2nd day of August, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 23rd day of August, 2016, 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:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

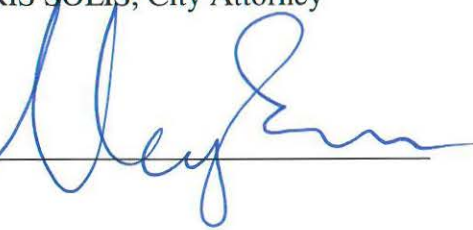
BY 

Exhibit "A"

PROPERTY DESCRIPTION

BEING FOUR TRACTS OF LAND LOCATED IN THE JOSIAH O'DANIEL SURVEY, ABSTRACT NO. 1186, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, VOLUME 5074, PAGE 470, D.R.T.C.T., A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5073, PAGE, 400, D.R.T.C.T., AND A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" IRON ROD FOUND (BENT) AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 (A VARIABLE WIDTH RIGHT-OF-WAY), WITH THE EAST RIGHT-OF-WAY LINE OF SHERRY STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, RECORDED IN VOLUME 5073, PAGE 400, (D.R.T.C.T.);

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20 AS FOLLOWS:

(1) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT, A DISTANCE OF 559.09 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID I-20 TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 00°28' EAST, 1.0 FEET;

(2) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 32.14 FEET (CALLED 34.94 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 24°30' EAST, 1.1 FEET, SAID TxDOT MONUMENT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(3) SOUTH 87°37'01" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 105.64 FEET (CALLED 105.84 FEET) TO A 1/2" IRON ROD IN CONCRETE FOUND;

(4) SOUTHEASTERLY, AT AN ARC LENGTH OF 327.75 FEET (CALLED 327.30 FEET), PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID PEYCO FAMILY TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, D.R.T.C.T., FROM WHICH A 1" IRON ROD FOUND BEARS SOUTH 26°37' EAST, 0.6' FEET, AND CONTINUING ALONG THE NORTH LINE OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT IN ALL A TOTAL DISTANCE OF 429.37 FEET, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2844.79 FEET, A DELTA ANGLE OF 08°38'52", AND A CHORD BEARING OF SOUTH 83°30'14" EAST, 428.96 FEET, TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, BEING THE NORTHEAST CORNER OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT AND BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

(5) SOUTH 77°59'19" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 149.65 FEET (CALLED 149.35 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND;

(6) SOUTH 74°35'11" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 103.43 FEET (CALLED 103.70 FEET), TO A 5/8" IRON ROD FOUND;

(7) SOUTH 73°25'17" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 52.52 FEET (CALLED 52.40 FEET), TO A 1/2" IRON ROD FOUND;

(8) SOUTH 72°53'31" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 86.68 FEET (CALLED 86.80 FEET), TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DOMONICO SEMINARA RECORDED IN VOLUME 17325, PAGE 251, D.R.D.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 09°05' WEST, 0.7 FEET;

THENCE SOUTH 00°10'34" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20, AND ALONG THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE WEST LINE OF SAID DOMONICO SEMINARA TRACT, A DISTANCE OF 663.66 FEET (CALLED 664.32 FEET), TO A 1/2" IRON PIPE FOUND, BEING THE SOUTHWEST CORNER OF SAID DOMONICO SEMINARA TRACT AND AN ELL CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

THENCE NORTH 89°52'12" EAST, ALONG THE SOUTH LINE OF SAID DOMONICO SEMINARA TRACT, AND THE MOST EASTERLY NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T, A DISTANCE OF 156.52 (CALLED 156.00 FEET) TO 5/8" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO SPECIALTY RESTAURANT EQUIPMENT CORPORATION RECORDED IN VOLUME 14036, PAGE 518, D.R.T.C.T., THE SOUTHEAST CORNER OF SAID DOMONICO SEMINARA TRACT, THE NORTHWEST CORNER OF LOT 1, J. O'DANIEL ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 5247, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.) AND THE MOST EASTERLY NORTHEAST CORNER OF OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T;

THENCE SOUTH 00°25'16" EAST, ALONG THE WEST LINE OF SAID LOT 1, AND THE MOST SOUTHERLY EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T A DISTANCE OF 471.72 FEET TO A 5/8" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD (A 120' WIDE RIGHT-OF-WAY), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD AS FOLLOWS:

(1) SOUTH 67°19'21" WEST, A DISTANCE OF 91.45 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 38°03' EAST, 0.3 FEET;

(2) SOUTHWESTERLY, AN ARC DISTANCE OF 372.69, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE 22°43'00", AND A CHORD OF BEARING SOUTH 78°40'50" WEST, 370.26 FEET, TO A 5/8" IRON ROD FOUND;

(3) NORTH 89°57'40" WEST, A DISTANCE OF 83.52 FEET (83.62 FEET) TO A 5/8" IRON ROD FOUND, BEING IN THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND IN THE EAST LINE OF SAID PEYCO FAMILY TRACT;

(4) NORTH 89°57'40" WEST, A DISTANCE OF 562.94 FEET (CALLED 562.84 FEET), TO A 5/8" IRON ROD FOUND IN THE WEST LINE OF SAID PEYCO FAMILY TRACT AND THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T.;

(5) NORTH 89°57'40" WEST, A DISTANCE OF 560.14 FEET (CALLED 558.98 FEET), TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BARDIN ROAD WITH THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PLS 4838" BEARS NORTH 80°13' EAST, A DISTANCE OF 1.4 FEET;

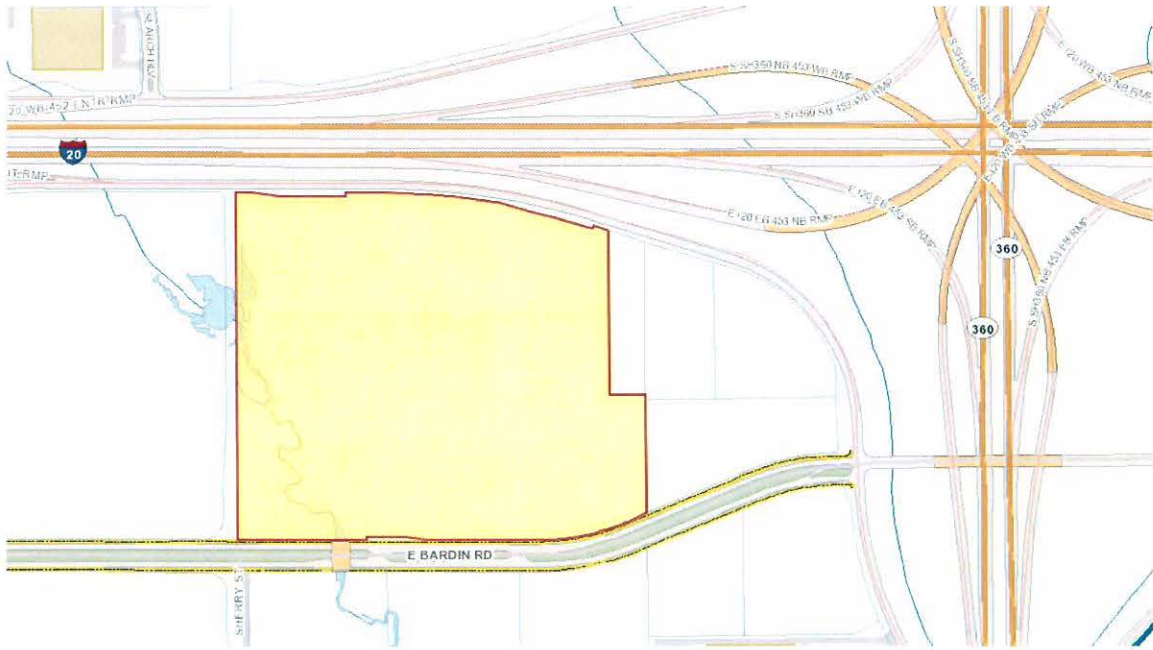
THENCE NORTH 00°25'18" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET AND THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T., A DISTANCE OF 1395.27 FEET TO THE PLACE OF BEGINNING AND CONTAINING 48.629 ACRES (2,118,270 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit "B"

MAP OF SUBJECT PROPERTY

2200 EAST INTERSTATE HIGHWAY 20, ARLINGTON, TEXAS

*The property located at the northeast corner of Bardin Road and Sherry Street,
formerly addressed as
2300, 2310, 2320 and 2330 East Interstate Highway 20, Arlington, Texas*



THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Tax Abatement and
Chapter 380 Fee Waiver Agreement

THIS TAX ABATEMENT AND CHAPTER 380 FEE WAIVER AGREEMENT (“Agreement”) is executed by and between **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**, duly authorized to do business in the State of Texas, acting by and through its authorized officer, (hereafter referred to as “**OWNER**”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “**CITY**”).

WITNESSETH:

- WHEREAS, CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s construction of an auto-parts distribution and retail sales center will promote local economic development and stimulate business and commercial activity and job creation within the City of Arlington (hereafter referred to as “Program”); and
- WHEREAS, the CITY has determined that the Program authorized by Resolution No. 16- 185 will directly estimable 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
- WEHREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Program provided herein; and
- WHEREAS, the City Council of CITY has resolved that the CITY may elect to participate in tax abatement; and
- WHEREAS, the City Council, in accordance with law, has adopted a Policy Statement for Tax Abatement; and
- WHEREAS, prior to executing this Agreement, the CITY has adopted a Policy Statement consistent with this Agreement; and
- WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY; and
- WHEREAS, the City Council passed Ordinance No. 16-039 establishing Reinvestment Zone Number Forty-Four in the City of Arlington, Texas, being a commercial-industrial reinvestment zone for tax abatement as authorized

by Texas Tax Code Chapters 311 and 312 (hereafter referred to as “the Code”); and

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined) and the other terms hereof are consistent with encouraging development within Reinvestment Zone Number Forty-Four, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

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

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to this Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and Chapter 380 fee waiver; 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 Value” is defined as the taxable value of the Eligible Property, as determined by the Tarrant Appraisal District, above the Base Year Value.
- B. “Base Year Value” is defined as the tax year 2016 taxable value of OWNER’s real property located at the Premises in Reinvestment Zone Number Forty-Four, on January 1, 2016, as finally determined by Tarrant Appraisal District.
- C. “Eligible Property” is defined as the Real Property Improvements specified in **Exhibit “A”**, erected on or affixed to the Premises between the date this agreement is signed and December 31, 2017. **Exhibit “A”** is attached hereto and incorporated herein for all purposes.
- D. “Premises” are defined as the real property (land and improvements) owned and operated by OWNER within Reinvestment Zone Number Forty-Four.
- E. “Real Property Improvements” are defined as improvements to the Premises and shall include buildings, structures, or fixtures erected on or affixed to land.

- F. “Reinvestment Zone Number Forty-Four” is defined as the real property described in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes. Such property was designated as Reinvestment Zone Number Forty-Four by City of Arlington Ordinance No. 16-039, which is attached hereto as **Exhibit “C”**.

II.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Eligible Property Improvements is consistent with the purposes of encouraging development or redevelopment of the Reinvestment Zone.

III.
Improvement Conditions and Requirements

- A. OWNER shall complete construction of the Eligible Property described in **Exhibit “A,”** demonstrated by obtaining a certificate of occupancy, on or before December 31, 2017.
- B. OWNER’s completion of the Eligible Property described in **Exhibit “A”** must result in Added Value of at least Thirty Five Million Dollars (\$35,000,000) no later than January 1, 2018.
- C. OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit “A”** for the term of this agreement.
- D. OWNER shall ensure that all Eligible Property conforms to applicable building codes, the Unified Development Code, and all other ordinances and regulations.
- E. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty.
- F. OWNER shall not fail to render for taxation any property located within the City of Arlington.
- G. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section

132a(f), OWNER shall repay to the CITY the full amount of taxes abated under Section IV of this Agreement, plus 10% per annum from the date the abatement was made. Repayment shall be paid within one hundred and twenty (120) days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

IV. Abatement

- A. If the Improvement Conditions and Requirements set forth in Section III are met, then CITY agrees to exempt from taxation 65% of the Added Value of the Eligible Property. The exemption shall be for a period of seven years, from the tax year beginning January 1, 2018, through and including the tax year beginning January 1, 2024.
- B. Only the Real Property Improvements described in **Exhibit "A"** shall be eligible for abatement. Any other Real Property Improvements on the Premises shall be fully taxable in accordance with the Texas Property Tax Code.

V. Fee Waiver

In exchange for OWNER's completion of the Eligible Property in accordance with the terms of this Agreement, CITY agrees to waive the following fees related to development and construction of the Eligible Property: building permit application fee, plan review fee, landscape plan review fee, plat application fees, early grading release fee, sign permit fee, fire permit and inspection fee, park fees and front footage fees.

VI. Reports, Audits and Inspections

- A. Annual Certification, TAD Application, and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of this Agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of this Agreement, as follows:
 - 1. Annual Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of this Agreement, to be due annually not later than April 1. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by this Agreement.

2. TAD Application -- OWNER shall submit a completed application for Property Tax Abatement Exemption to the Tarrant Appraisal District by the statutory deadline of April 30 in each year that OWNER intends to claim the abatement exemption, with no expectation of prompting or reminding from the Tarrant Appraisal District or CITY. The application for Property Tax Abatement Exemption must be obtained by OWNER from the Forms section of the Tarrant Appraisal District's website at <http://www.TAD.org>.
 3. Additional Reports -- Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, CITY and the Tarrant Appraisal District ("TAD") shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

VII.

Use of Premises

The Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and consistent with the general purpose of encouraging development within Reinvestment Zone Number Forty-Four.

VIII.

Default and Recapture

- A. Default - A default by OWNER of this Agreement may result in termination or modification of this Agreement and recapture by CITY of taxes which otherwise would have been paid since the execution of this Agreement to CITY without the benefit of the Abatement. Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01

of the Property Tax Code of the State of Texas. The following conditions shall constitute a default by OWNER of this Agreement:

1. OWNER terminates the use of the Premises as an auto-parts distribution and retail sales center any time during the duration of this Agreement; or
 2. OWNER fails to meet the Conditions and Requirements specified in Section III above.
 3. OWNER fails to provide the certification, application or reports required under Section VI.
 4. Cross-Defaults: Any event that constitutes a default by the owner under the Chapter 380 Program Agreement for Economic Development Incentives between the CITY and Autosales, Incorporated d/b/a Summit Racing shall constitute an event of default of OWNER under this Agreement.
- B. Notice of Default - In the event that CITY makes a reasonable determination that OWNER has defaulted under this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by CITY and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section X of this Agreement.
- C. Recapture – During the first three (3) years of the abatement provided for in this Agreement, should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture all taxes abated and fees waived under this Agreement up to the time of default. During year four (4) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 80% of taxes abated and fees waived under this Agreement up to the time of default. During year five (5) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 70% of taxes abated and fees waived under this Agreement up to the time of default. During year six (6) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 60% of taxes abated and fees waived under this Agreement up to the time of default. During year seven (7) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 50% of taxes abated and fees waived under this Agreement up to the time of default. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes and/or waived fees and to demand payment of such. Taxes and/or fees shall

become due sixty (60) days following receipt of such demand. The right of CITY to require recapture and demand payment of abated taxes and the obligation of OWNER to repay such shall survive termination of this agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue payment of recaptured grant payments.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

IX.

Effect of Sale or Lease of Property

The abatement and fee waiver granted by this Agreement shall not be assignable to any new owner of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the City Council.

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: Big Zilla Development of Texas, LLC
Attention: Pat Rawley
1200 Southeast Avenue
Tallmadge, Ohio 44278

CITY: City of Arlington
Attention: Economic Development Manager
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 abatement 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, and

CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XVII.
Force Majeure

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

XVIII.
No Other Agreement

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

XIX.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Tarrant County, Texas.

XX.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

XXI.
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.

XXII.
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.

XXIII.
Counterparts

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

XXIV.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or OWNER or both; and (2) the terms of this agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by

either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

XXVI.
Survival of Obligations

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

XXVII.
Termination

This Agreement shall terminate in accordance with the terms of this Agreement unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure. However, in no event shall the abatement exceed ten (10) years.

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

**BIG ZILLA DEVELOPMENT OF
TEXAS, LLC**

BY *Pat Rawley, CFO* ^{SA} Secretary/Treasurer
Signature *Pat Rawley*
Typed or Printed Title
Date 8-26-16


WITNESS:

[Signature]

CITY OF ARLINGTON, TEXAS

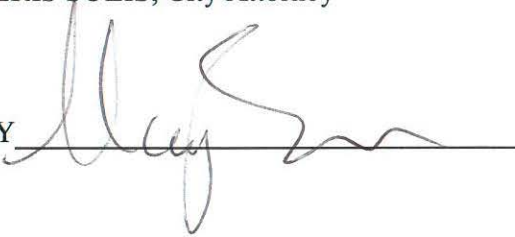
BY *J. Parajon*
JIM PARAJON
Deputy City Manager
Date 8.30.16

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF Ohio §
§ **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**
COUNTY OF Summit § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Ohio, on this day personally appeared Patrick Rowley, known to me or proved to me on the oath of _____ or through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**, and as the Secy-Treasurer 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 26th day of August, 2016.



KATHRYN JOHNSON
Notary Public
In and for the State of Ohio
My Commission Expires
8/7/21 August 07, 2021
My Commission Expires

Kathryn Johnson
Notary Public in and for
The State of OHIO
Kathryn Johnson
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 a **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of August, 2016.

7/1/18
My Commission Expires

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

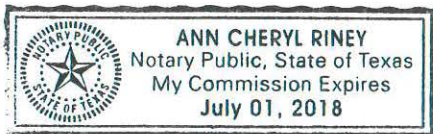


Exhibit "A"

ELIGIBLE PROPERTY



PROJECT SCREAMING EAGLE

ARLINGTON, TX 76018



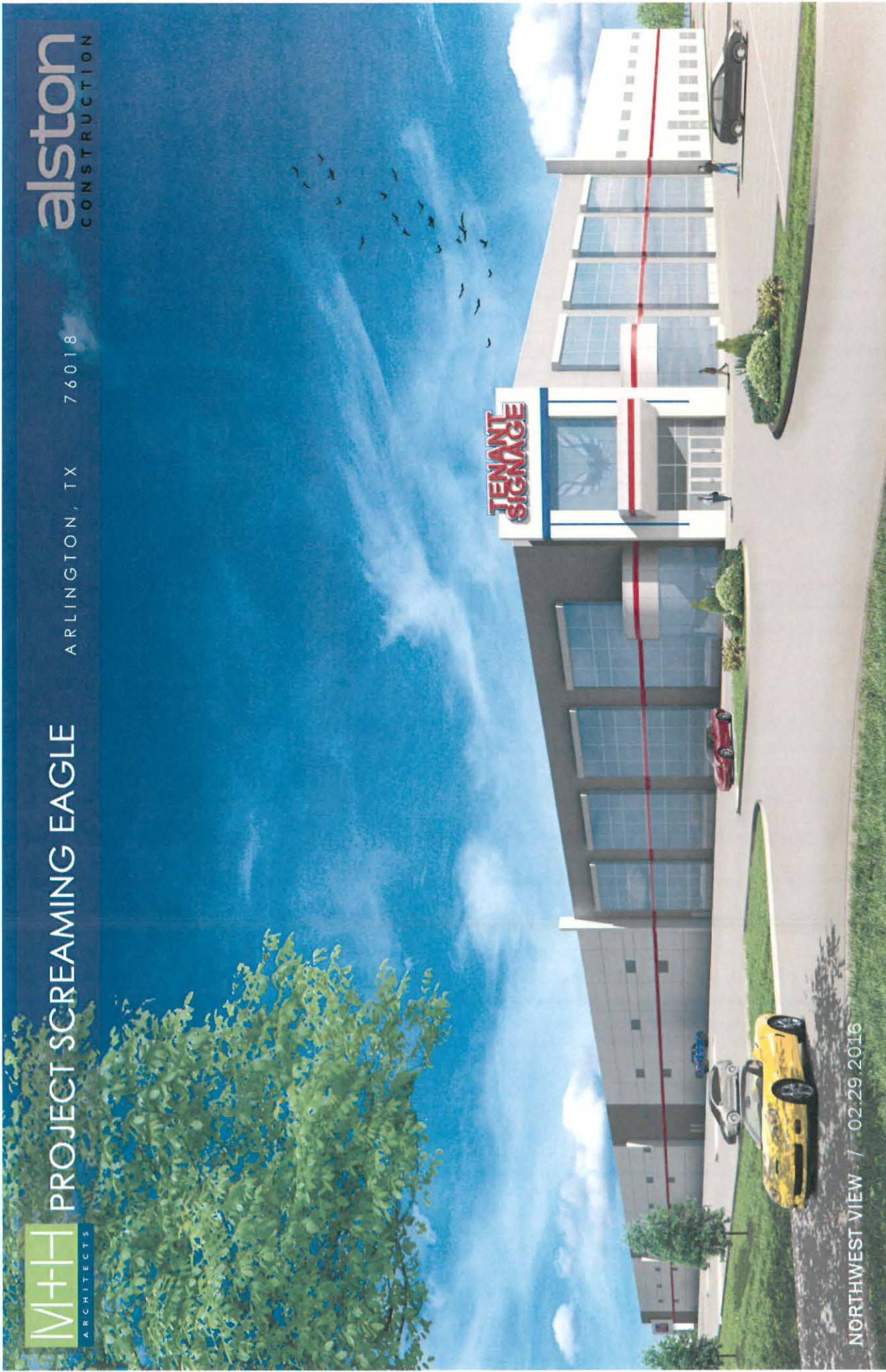
SOUTHWEST VIEW / 02.29.2016





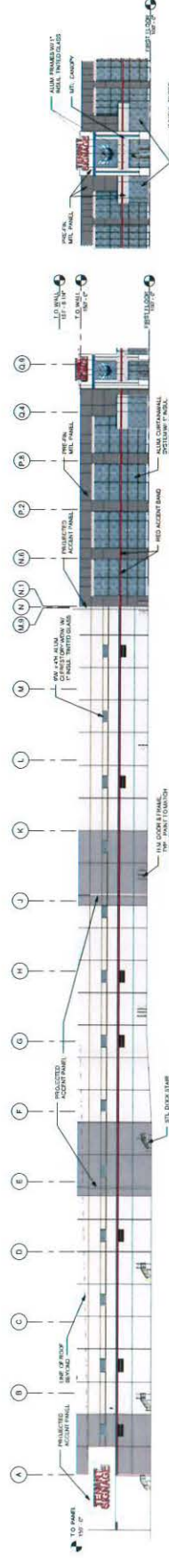
PROJECT SCREAMING EAGLE

ARLINGTON, TX 76018



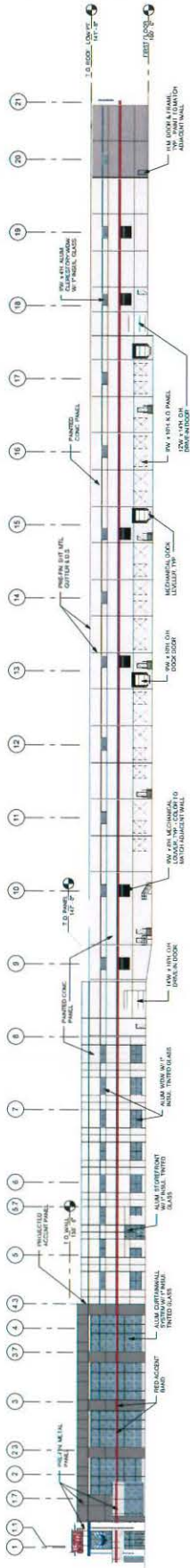
NORTHWEST VIEW / 02.29.2016

DESCRIPTION	
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Sheet Title	ELEVATIONS
Drawn By	DA
Checked By	DA
Project No.	

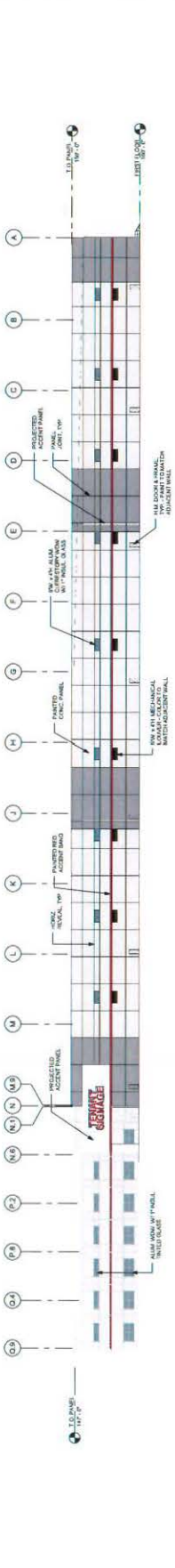


5 ENTRY ELEVATION
1/32" = 1'-0"

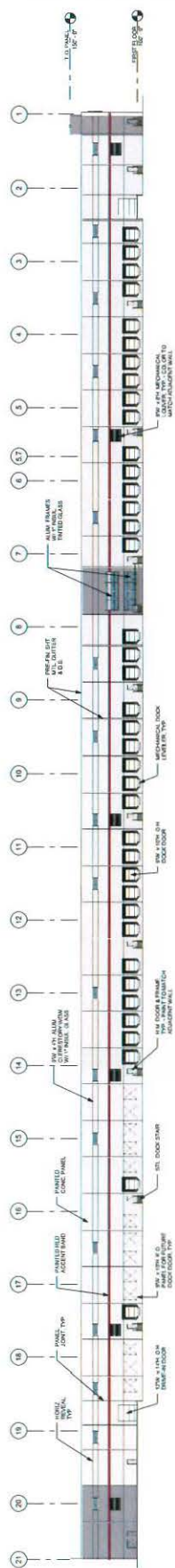
4 NORTH ELEVATION
1/32" = 1'-0"



3 WEST ELEVATION
1/32" = 1'-0"



2 SOUTH ELEVATION
1/32" = 1'-0"



1 EAST ELEVATION
1/32" = 1'-0"

Exhibit "B"

PREMISES DESCRIPTION

BEING FOUR TRACTS OF LAND LOCATED IN THE JOSIAH O'DANIEL SURVEY, ABSTRACT NO. 1186, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, VOLUME 5074, PAGE 470, D.R.T.C.T., A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5073, PAGE, 400, D.R.T.C.T., AND A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" IRON ROD FOUND (BENT) AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 (A VARIABLE WIDTH RIGHT-OF-WAY), WITH THE EAST RIGHT-OF-WAY LINE OF SHERRY STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, RECORDED IN VOLUME 5073, PAGE 400, (D.R.T.C.T.);

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20 AS FOLLOWS:

(1) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT, A DISTANCE OF 559.09 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID I-20 TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 00°28' EAST, 1.0 FEET;

(2) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 32.14 FEET (CALLED 34.94 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 24°30' EAST, 1.1 FEET, SAID TxDOT MONUMENT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(3) SOUTH 87°37'01" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 105.64 FEET (CALLED 105.84 FEET) TO A 1/2" IRON ROD IN CONCRETE FOUND;

(4) SOUTHEASTERLY, AT AN ARC LENGTH OF 327.75 FEET (CALLED 327.30 FEET), PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID PEYCO FAMILY TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, D.R.T.C.T., FROM WHICH A 1" IRON ROD FOUND BEARS SOUTH 26°37' EAST, 0.6' FEET, AND CONTINUING ALONG THE NORTH LINE OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT IN ALL A TOTAL DISTANCE OF 429.37 FEET, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2844.79 FEET, A DELTA ANGLE OF 08°38'52", AND A CHORD BEARING OF SOUTH 83°30'14" EAST, 428.96 FEET, TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, BEING THE NORTHEAST CORNER OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT AND BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

(5) SOUTH 77°59'19" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 149.65 FEET (CALLED 149.35 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND;

(6) SOUTH 74°35'11" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 103.43 FEET (CALLED 103.70 FEET), TO A 5/8" IRON ROD FOUND;

(7) SOUTH 73°25'17" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 52.52 FEET (CALLED 52.40 FEET), TO A 1/2" IRON ROD FOUND;

(8) SOUTH 72°53'31" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 86.68 FEET (CALLED 86.80 FEET), TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DOMONICO SEMINARA RECORDED IN VOLUME 17325, PAGE 251, D.R.D.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 09°05' WEST, 0.7 FEET;

THENCE SOUTH 00°10'34" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20, AND ALONG THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE WEST LINE OF SAID DOMONICO SEMINARA TRACT, A DISTANCE OF 663.66 FEET (CALLED 664.32 FEET), TO A 1/2" IRON PIPE FOUND, BEING THE SOUTHWEST CORNER OF SAID DOMONICO SEMINARA TRACT AND AN ELL CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

THENCE NORTH 89°52'12" EAST, ALONG THE SOUTH LINE OF SAID DOMONICO SEMINARA TRACT, AND THE MOST EASTERLY NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T, A DISTANCE OF 156.52 (CALLED 156.00 FEET) TO 5/8" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO SPECIALTY RESTAURANT EQUIPMENT CORPORATION RECORDED IN VOLUME 14036, PAGE 518, D.R.T.C.T., THE SOUTHEAST CORNER OF SAID DOMONICO SEMINARA TRACT, THE NORTHWEST CORNER OF LOT 1, J. O'DANIEL ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 5247, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.) AND THE MOST EASTERLY NORTHEAST CORNER OF OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

THENCE SOUTH 00°25'16" EAST, ALONG THE WEST LINE OF SAID LOT 1, AND THE MOST SOUTHERLY EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T A DISTANCE OF 471.72 FEET TO A 5/8" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD (A 120' WIDE RIGHT-OF-WAY), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD AS FOLLOWS:

- (1) SOUTH 67°19'21" WEST, A DISTANCE OF 91.45 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 38°03' EAST, 0.3 FEET;
- (2) SOUTHWESTERLY, AN ARC DISTANCE OF 372.69, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE 22°43'00", AND A CHORD OF BEARING SOUTH 78°40'50" WEST, 370.26 FEET, TO A 5/8" IRON ROD FOUND;
- (3) NORTH 89°57'40" WEST, A DISTANCE OF 83.52 FEET (83.62 FEET) TO A 5/8" IRON ROD FOUND, BEING IN THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND IN THE EAST LINE OF SAID PEYCO FAMILY TRACT;

(4) NORTH 89°57'40" WEST, A DISTANCE OF 562.94 FEET (CALLED 562.84 FEET), TO A 5/8" IRON ROD FOUND IN THE WEST LINE OF SAID PEYCO FAMILY TRACT AND THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T.;

(5) NORTH 89°57'40" WEST, A DISTANCE OF 560.14 FEET (CALLED 558.98 FEET), TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BARDIN ROAD WITH THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PLS 4838" BEARS NORTH 80°13' EAST, A DISTANCE OF 1.4 FEET;

THENCE NORTH 00°25'18" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET AND THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T., A DISTANCE OF 1395.27 FEET TO THE PLACE OF BEGINNING AND CONTAINING 48.629 ACRES (2,118,270 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit "C"

Ordinance 16-_____
creating
Reinvestment Zone Forty-Four

Ordinance No. _____

An ordinance establishing Reinvestment Zone Number Forty-Four; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and

WHEREAS, on May 24, 2016, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Four; and

WHEREAS, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Forty-Four, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; NOW THEREFORE,

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

1.

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

2.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Forty-Four has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone Number Forty-Four should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and
- C. That the improvements sought to be made in Reinvestment Zone Number Forty-Four are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Forty-Four is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Four for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Forty-Four of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Forty-Four of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

5.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be

inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

6.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

7.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

8.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

9.

This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Exhibit "A"

PROPERTY DESCRIPTION

BEING FOUR TRACTS OF LAND LOCATED IN THE JOSIAH O'DANIEL SURVEY, ABSTRACT NO. 1186, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, VOLUME 5074, PAGE 470, D.R.T.C.T., A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5073, PAGE, 400, D.R.T.C.T., AND A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" IRON ROD FOUND (BENT) AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 (A VARIABLE WIDTH RIGHT-OF-WAY), WITH THE EAST RIGHT-OF-WAY LINE OF SHERRY STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, RECORDED IN VOLUME 5073, PAGE 400, (D.R.T.C.T.);

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20 AS FOLLOWS:

(1) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT, A DISTANCE OF 559.09 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID I-20 TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 00°28' EAST, 1.0 FEET;

(2) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 32.14 FEET (CALLED 34.94 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 24°30' EAST, 1.1 FEET, SAID TxDOT MONUMENT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(3) SOUTH 87°37'01" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 105.64 FEET (CALLED 105.84 FEET) TO A 1/2" IRON ROD IN CONCRETE FOUND;

(4) SOUTHEASTERLY, AT AN ARC LENGTH OF 327.75 FEET (CALLED 327.30 FEET), PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID PEYCO FAMILY TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, D.R.T.C.T., FROM WHICH A 1" IRON ROD FOUND BEARS SOUTH 26°37' EAST, 0.6' FEET, AND CONTINUING ALONG THE NORTH LINE OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT IN ALL A TOTAL DISTANCE OF 429.37 FEET, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2844.79 FEET, A DELTA ANGLE OF 08°38'52", AND A CHORD BEARING OF SOUTH 83°30'14" EAST, 428.96 FEET, TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, BEING THE NORTHEAST CORNER OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT AND BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

(5) SOUTH 77°59'19" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 149.65 FEET (CALLED 149.35 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND;

(6) SOUTH 74°35'11" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 103.43 FEET (CALLED 103.70 FEET), TO A 5/8" IRON ROD FOUND;

(7) SOUTH 73°25'17" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 52.52 FEET (CALLED 52.40 FEET), TO A 1/2" IRON ROD FOUND;

(8) SOUTH 72°53'31" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 86.68 FEET (CALLED 86.80 FEET), TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DOMONICO SEMINARA RECORDED IN VOLUME 17325, PAGE 251, D.R.D.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 09°05' WEST, 0.7 FEET;

THENCE SOUTH 00°10'34" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20, AND ALONG THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE WEST LINE OF SAID DOMONICO SEMINARA TRACT, A DISTANCE OF 663.66 FEET (CALLED 664.32 FEET), TO A 1/2" IRON PIPE FOUND, BEING THE SOUTHWEST CORNER OF SAID DOMONICO SEMINARA TRACT AND AN ELL CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

THENCE NORTH 89°52'12" EAST, ALONG THE SOUTH LINE OF SAID DOMONICO SEMINARA TRACT, AND THE MOST EASTERLY NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T, A DISTANCE OF 156.52 (CALLED 156.00 FEET) TO 5/8" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO SPECIALTY RESTAURANT EQUIPMENT CORPORATION RECORDED IN VOLUME 14036, PAGE 518, D.R.T.C.T., THE SOUTHEAST CORNER OF SAID DOMONICO SEMINARA TRACT, THE NORTHWEST CORNER OF LOT 1, J. O'DANIEL ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 5247, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.) AND THE MOST EASTERLY NORTHEAST CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

THENCE SOUTH 00°25'16" EAST, ALONG THE WEST LINE OF SAID LOT 1, AND THE MOST SOUTHERLY EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T A DISTANCE OF 471.72 FEET TO A 5/8" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD (A 120' WIDE RIGHT-OF-WAY), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD AS FOLLOWS:

(1) SOUTH 67°19'21" WEST, A DISTANCE OF 91.45 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 38°03' EAST, 0.3 FEET;

(2) SOUTHWESTERLY, AN ARC DISTANCE OF 372.69, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE 22°43'00", AND A CHORD OF BEARING SOUTH 78°40'50" WEST, 370.26 FEET, TO A 5/8" IRON ROD FOUND;

(3) NORTH 89°57'40" WEST, A DISTANCE OF 83.52 FEET (83.62 FEET) TO A 5/8" IRON ROD FOUND, BEING IN THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND IN THE EAST LINE OF SAID PEYCO FAMILY TRACT;

(4) NORTH 89°57'40" WEST, A DISTANCE OF 562.94 FEET (CALLED 562.84 FEET), TO A 5/8" IRON ROD FOUND IN THE WEST LINE OF SAID PEYCO FAMILY TRACT AND THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T.;

(5) NORTH 89°57'40" WEST, A DISTANCE OF 560.14 FEET (CALLED 558.98 FEET), TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BARDIN ROAD WITH THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PLS 4838" BEARS NORTH 80°13' EAST, A DISTANCE OF 1.4 FEET;

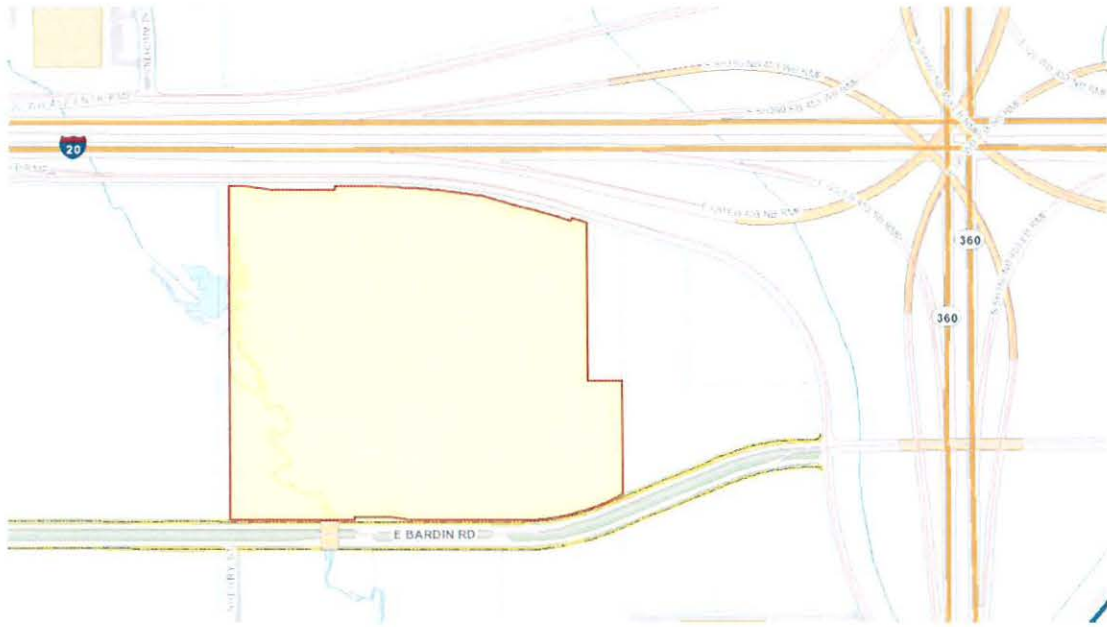
THENCE NORTH 00°25'18" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET AND THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T., A DISTANCE OF 1395.27 FEET TO THE PLACE OF BEGINNING AND CONTAINING 48.629 ACRES (2,118,270 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit "B"

MAP OF SUBJECT PROPERTY

2200 EAST INTERSTATE HIGHWAY 20, ARLINGTON, TEXAS

*The property located at the northeast corner of Bardin Road and Sherry Street,
formerly addressed as
2300, 2310, 2320 and 2330 East Interstate Highway 20, Arlington, Texas*



Resolution No. 17-118

A resolution authorizing the execution of the First Amendment to the Tax Abatement and Chapter 380 Fee Waiver Agreement by and between Big Zilla Development of Texas, LLC and the City of Arlington to modify the Tax Abatement certification date to be April 30th of each year

WHEREAS, on August 23, 2016, by Resolution 16-185, City Council authorized the execution of a Tax Abatement and Chapter 380 Fee Waiver Agreement (the "Agreement") with Big Zilla Development of Texas, LLC ("Big Zilla") relative to the location of an auto-parts distribution and retail sales center at the real property located at 2200 East Interstate Highway 20, formerly 2300, 2310, 2320, and 2330 East Interstate Highway 20, in Arlington, Texas; and

WHEREAS, Big Zilla has requested an amendment to the Agreement to modify the Tax Abatement certification date of the Agreement to be April 30th of each year; 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 the First Amendment to the Tax Abatement and Chapter 380 Fee Waiver Agreement with Big Zilla Development of Texas, LLC and other necessary or required parties to modify the Tax Abatement certification date of the Agreement to be April 30th of each year.

III.

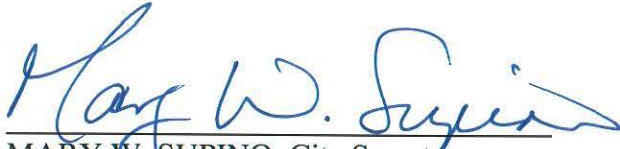
A substantial copy of the First Amendment to the Tax Abatement and Chapter 380 Fee Waiver Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 23rd day of May, 2017, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

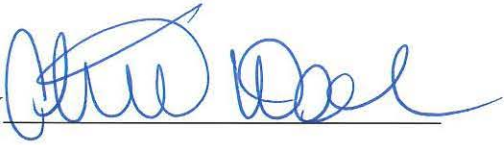


W. JEFF WILLIAMS, Mayor

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

STATE OF TEXAS § **FIRST AMENDMENT TO THE**
 § **TAX ABATEMENT AND**
COUNTY OF TARRANT § **CHAPTER 380 FEE WAIVER AGREEMENT**

THIS FIRST AMENDMENT TO THE TAX ABATEMENT AND CHAPTER 380 FEE WAIVER AGREEMENT (hereafter "Amendment") is entered into by and between the CITY OF ARLINGTON, TEXAS, a home-rule municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee (hereafter referred to as "CITY"), and BIG ZILLA DEVELOPMENT OF TEXAS, LLC, a corporation authorized to do business in Texas, (hereafter referred to as "OWNER").

WITNESSETH:

WHEREAS, CITY and OWNER entered into a Tax Abatement and Chapter 380 Fee Waiver Agreement (hereafter "Agreement") dated August 26, 2016, relative to certain improvements at 2200 East Interstate Highway 20, in the City of Arlington, Texas; and

WHEREAS the OWNER has requested an amendment to the Agreement to modify the Tax Abatement certification date of the Agreement to be April 30th of each year; and

WHEREAS, CITY and OWNER now desire to amend the Agreement as set forth below; NOW THEREFORE;

The Agreement and Amendment are incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Agreement, this Amendment shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

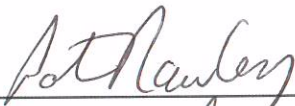
I.

Paragraph VI, Subsection A.1., shall be amended to modify the certification date of the Agreement to be April 30th of each year, and shall read as follows:

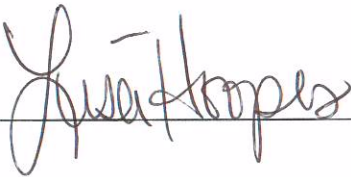
1. Annual Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of this Agreement, to be due annually not later than April 30. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by this Agreement.

EXECUTED THIS 13 day of June, 2017.


BIG ZILLA DEVELOPMENT OF TEXAS, LLC

BY 
Signature
PATRICK RAWLEY, CFO
Typed or Printed Title

WITNESS:



CITY OF ARLINGTON, TEXAS

BY 
JIM PARATON
Deputy City Manager

ATTEST:


for MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF OHIO §
§
COUNTY OF SUMMIT §


**BIG ZILLA DEVELOPMENT
OF TEXAS, LLC
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Ohio, on this day personally appeared pat Rawley, known to me or proved to me on the oath of OL 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 **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**, and as the CEO 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 13 day of June, 2017.

7/13/2021
My Commission Expires

Terry D. Schleper
Notary Public in and for
The State of Ohio
Terry D. Schleper
Notary's Printed Name



TERRY D. SCHLEPER, Notary Public
Residence - Portage County
State Wide Jurisdiction, Ohio
My Commission Expires July 13, 2021

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

**CITY OF ARLINGTON, TEXAS
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as a **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of July, 2017.


5/5/21
My Commission Expires

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