

Texas Rehab Hospital

Location: 900 W. Arbrook Blvd.

Property Owner: Broadstone TRH Texas, LLC (formerly MedProperties; TSTARlington IRF, LLC)

900 W. Arbrook Blvd.

Arlington, TX 76015

About the Project

TST Arlington IRF, LLC (former owner) invested \$30 million to construct a 46,000 square foot, 40-bed, freestanding inpatient rehabilitation center expand the current services of Texas Health Resources and Methodist Health System. Approximately 150 workers will be employed to serve patients suffering from strokes, brain and spinal cord injuries, amputations, complex orthopedic injuries and other conditions. In September 2017, the property was sold to MedProperties Arlington, LLC, and the rights and obligations of the agreement were assigned. In December 2018, Broadstone TRH Texas, LLC purchased the property and the agreement was assigned accordingly.

Goals of the Project

Job creation and tax base enhancement

Current Status

In FY19, the abatement agreement was assigned to Broadstone TRH Health Texas, LLC via Resolution 19-024. The owner qualified for the abatement in tax years 2016-2018, but failed to submit an exemption application to Tarrant Appraisal District. The owner qualified for and received the abatement in tax years 2019-2020 and remains eligible for the abatement for the remainder of the agreement.

Benefit to City

150 jobs created; Approximate 7-year benefit of \$294,280 in additional real property tax revenue

Reinvestment Zone	39
Ordinance	14-050
Year Approved by Council	2014
Base Year	2014
Beginning Year	2016
Ending Year	2022
Duration	7 years
Base Year Value	\$ 837,000
Property Tax Account Number(s)	40605965
Total Abatement Allowed	75%
Total Estimated Investment by Company	\$30,000,000

Criteria Evaluated Improve premises by December 31, 2015 resulting in added taxable value of \$10m over the base year value by January 1, 2016

Create at least 101 new permanent jobs on the premises by December 31, 2016 and retain for the duration of the agreement

Incentives 55% if Added Taxable Value and Jobs requirements are met

Allowed 10% additional annually if median wage is met

10% additional annually if Arlington and/or MWBE contractors requirement is met during construction

Year	Abatement Percentage Allowed on Eligible Property	Appraised Value	Percentage of Total Value Abated	Abated Value	Abated Levy	Jobs Reported	Average Salary	Levy Abated as % of Total Tax Liability
2016 (FY17)	65%	11,011,700	0%	-	-	191	\$ 64,664	0%
2017 (FY18)	65%	11,011,700	0%	-	-	178	\$ 59,249	0%
2018 (FY19)	65%	11,500,000	0%	-	-	191	\$ 52,517	0%
2019 (FY20)	65%	11,500,000	58%	6,711,552	41,880	181	\$ 50,567	15%
2020 (FY21)	65%	11,000,000	60%	6,601,271	41,093	178	\$ 50,567	14%
2021 (FY22)	65%	11,500,000	60%	6,926,271	42,929	173	\$ 56,631	15%
2022 (FY23)*	0%	11,500,000	0%	-	-	n/a	n/a	0%
				TOTAL	\$ 125,902			

*abatements criteria not met in FY23

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)	Mansfield ISD (908)	Kennedale ISD (914)	Total Annual Tax Bill
2016 (FY17)	71,003	27,970	25,095	15,937	153,071	-	-	293,077
2017 (FY18)	70,453	26,869	24,713	15,423	150,714	-	-	288,172
2018 (FY19)	73,002	26,910	25,809	15,648	157,397	-	-	298,766
2019 (FY20)	29,880	26,910	25,809	14,970	149,347	-	-	246,916
2020 (FY21)	27,382	25,740	24,687	14,319	152,581	-	-	244,709
2021 (FY22)	28,348	26,335	25,809	14,970	156,492	-	-	251,954
2022 (FY23)*	27,433	25,760	25,809	14,970	150,501	-	-	244,473
	\$ 327,501.51	\$ 186,493.27	\$ 177,733.33	\$ 106,235.62	\$ 1,070,102.87	\$ -	\$ -	1,868,067

italics indicates projection

Ordinance No. 14-050

An ordinance establishing Reinvestment Zone Number Thirty-Nine; 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, 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 Thirty-Nine, 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Thirty-Nine 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.

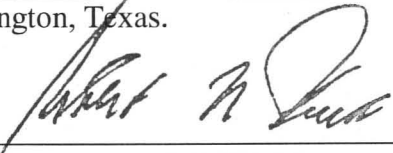
8.

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.

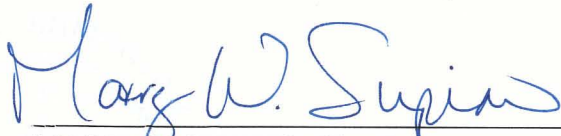
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 2nd day of September, 2014, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 16th day of September, 2014, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

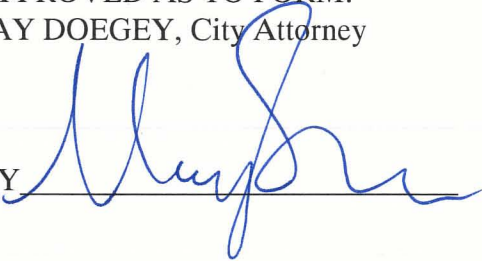
BY 

Exhibit "A"

PROPERTY DESCRIPTION

TRACT 1:

BEING A TRACT OF LAND LOCATED IN THE JAMES W. LANDE SURVEY, ABSTRACT No. 950, TARRANT COUNTY, TEXAS, BEING ALL OF LOT 27A-R2A, J.W. LANE ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 9152, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.).

TRACT 2:

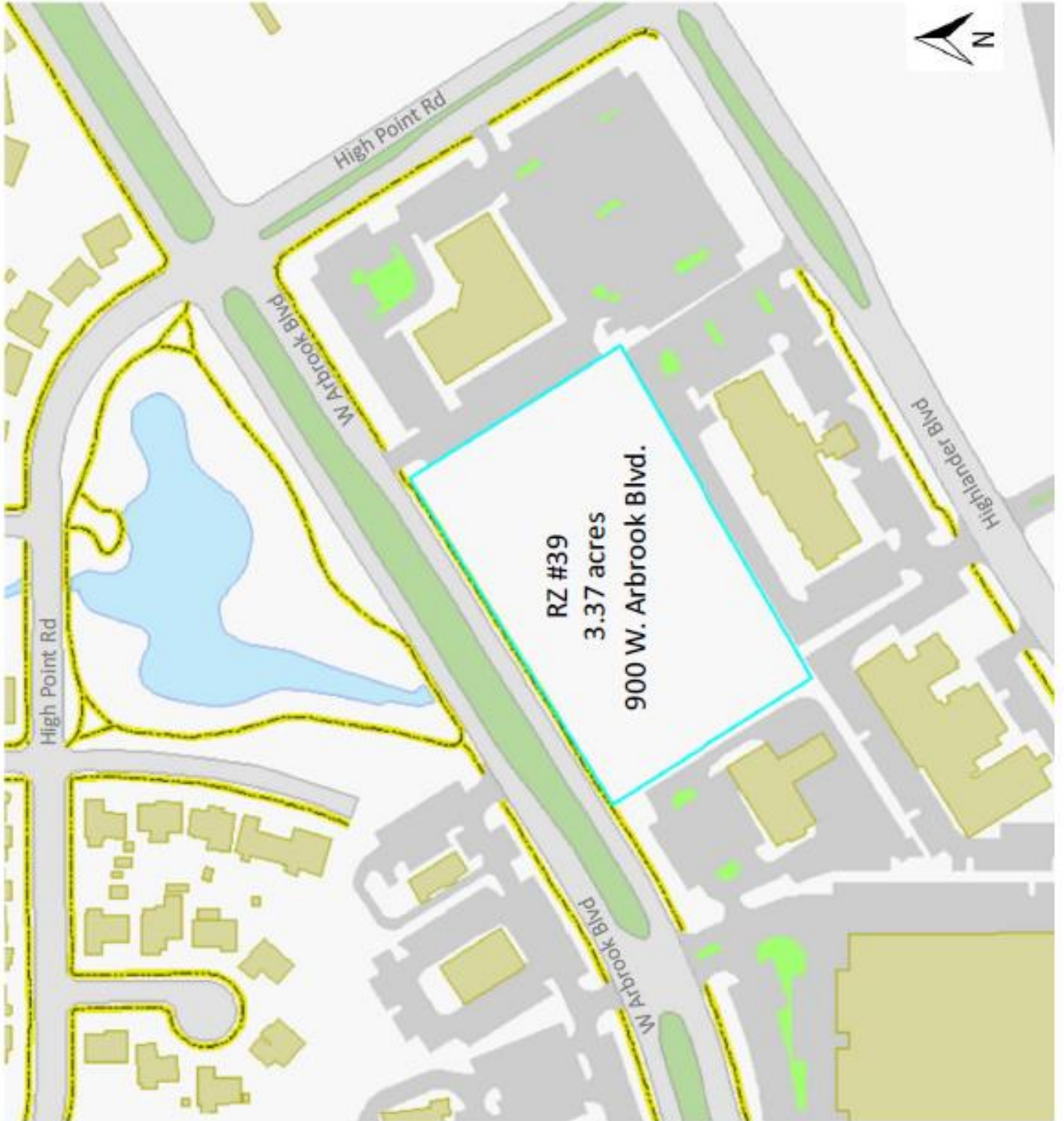
NON-EXCLUSIVE EASEMENT CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED 01/31/1997, RECORDED IN VOLUME 12657, PAGE 54, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS.

TRACT 3:

NON-EXCLUSIVE EASEMENT CREATED IN THE RECIPROCAL EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS FILED 12/02/1998, RECORDED IN VOLUME 13542, PAGE 322, REAL PROPERTY RECORDS TARRANT COUNTY, TEXAS.

Exhibit "B"

MAP OF SUBJECT PROPERTY



Resolution No. 14-244

A resolution authorizing the execution of an agreement by and between TST Arlington IRF, LLC and the City of Arlington, Texas, relative to tax abatement for a project in Reinvestment Zone Number Thirty-Nine in the City of Arlington, Texas

- WHEREAS, TST Arlington IRF, LLC (hereinafter referred to as “TST”) has submitted to the City of Arlington (“CITY”) an application for tax abatement for its added real property generated as a result of TST’s construction of a new rehabilitation hospital located at 900 W. Arbrook Blvd., in Reinvestment Zone Number Thirty-Nine in the City of Arlington, more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein for all purposes; and
- WHEREAS, the Arlington City Council has elected to participate in tax abatements in accordance with TEX. TAX CODE ANN. Chapter 312, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and
- WHEREAS, the ultimate goal and public purpose of agreements and programs established under the CITY’s economic development policies is to protect and enhance CITY’s fiscal ability to provide high quality municipal services for the safety, comfort and enjoyment of CITY residents; and
- WHEREAS, the CITY finds that the administration of a program of incentives to TST (“Program”) in exchange for TST’s completion of the project proposed by TST, which would contribute to the retention or expansion of employment in the CITY and would attract major investment, which would contribute to the economic development of the CITY; and
- WHEREAS, the CITY has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain sufficient controls to ensure that the public purpose is carried out; and
- WHEREAS, the CITY finds that the Project meets the applicable guidelines, criteria, and minimum requirements previously established by CITY; and
- WHEREAS, based on these findings, CITY proposes to execute a tax abatement agreement with TST allowing for a base real property tax abatement of 45% under the Level III – I-20 Corridor Category with a possible additional 30% under bonus categories: 10% for Target Industry, 10% for above average wages, and 10% for use of MWBE companies, for a total maximum tax abatement of 75%, for seven (7) years; 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.

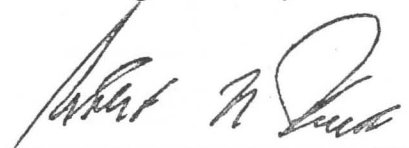
II.

That the City Manager or his designee is hereby authorized to execute an agreement with TST and other necessary or required parties. A substantial copy of the agreement is attached as Exhibit "C".

III.

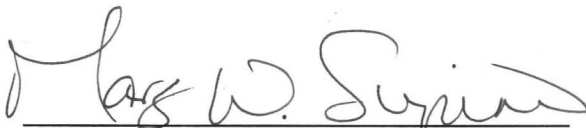
In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

PRESENTED AND PASSED on this the 16 day of September, 2014,
by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the
City of Arlington, Texas.



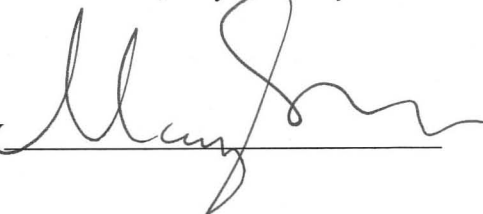
ROBERT N. CLUCK, Mayor

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY 

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Tax Abatement Agreement

THIS Agreement is executed by and between **TST ARLINGTON IRF, LLC**, 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, the City Council of CITY has resolved that the CITY may elect to participate in tax abatements; and
- WHEREAS, the City Council of CITY, in accordance with the law, has adopted a Policy Statement for Tax Abatements; 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. 14-050 establishing Reinvestment Zone Number Thirty-Nine 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 Thirty-Nine, 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 the Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement; 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 value of the Eligible Property above the Base Year Value, as appraised by the Tarrant Appraisal District.
- B. "Base Year Value" is defined as the tax year 2014 taxable value of the Premises in Reinvestment Zone Number Thirty-Nine, on January 1, 2014, as finally determined by Tarrant Appraisal District. Such amount shall be \$837,700 for purposes of this agreement (TAD Account Numbers: 40605965).
- C. "Business Operations" refers to the business located on the Premises and is defined as a 40 bed inpatient medical facility.
- D. "Eligible Property" is defined as Real Property Improvements as provided in **Exhibit "A"** erected or affixed to the Premises after this agreement is signed and through December 31, 2015. **Exhibit "A"** is attached hereto and incorporated herein for all purposes.
- E. "Job" is defined as a permanent, full-time equivalent employment position that results in employment of an employee (not independent contractor) of OWNER or their tenant within the City of Arlington of at least 1,820 hours per position in a year.
- F. The "Median Wage" for Arlington will be determined by the Median Earnings for Workers as reported by the most recent release of the American Community Survey available at the time application is submitted to CITY. To qualify, an applicant's median wage must exceed the figure determined by multiplying the reported Margin of Error for Median Earnings for Workers times 1.20 and adding this figure to the reported estimate of Median Earnings for Workers. If Margin of Error is not reported, the figure that an applicant's median wage must exceed will be determined by taking the difference between the reported High Estimate and Estimate and multiplying the difference by 1.20 and adding this figure to the Estimate.
- G. "Premises" are defined as the real property (land and improvements) located at 900 W. Arbrook Blvd., Arlington, Texas 76015, described by metes and bounds in **Exhibit "B"** which existed on January 1, 2014, in Reinvestment Zone Number Thirty-Nine, that is owned by OWNER. **Exhibit "B"** is attached hereto and incorporated herein for all purposes.

- H. “Real Property Improvements” are defined as improvements to the Premises and shall include buildings, structures or fixtures erected or affixed to land.
- I. “Reinvestment Zone Number Thirty-Nine” is defined as the real property located in the City of Arlington and described by City of Arlington Ordinance No.14-050, 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 is consistent with the purposes of encouraging development or redevelopment of the Reinvestment Zone.

III.
Improvement Conditions and Requirements

- A. OWNER shall improve the Premises by completing the Eligible Property described in **Exhibit “A”** by December 31, 2015.
- B. OWNER’s completion of the Eligible Property described in **Exhibit “A”** of this Agreement must result in Added Taxable Value above the Base Year Value (“Added Value”) of at least Ten Million Dollars (\$10,000,000) in the tax year beginning January 1, 2016 as finally determined by TAD.
- C. The Business Operations on the Premises must result in 101 new, permanent Jobs by December 31, 2016.
- D. OWNER has leased the Premises to Texas Rehabilitation Hospital of Arlington, LLC (“OPERATOR”), and the Eligible Property described in **Exhibit “A”** shall be maintained on the Premises for the term of this agreement.
- E. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- F. 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.
- G. OWNER shall not fail to render for taxation any property located within the City of Arlington.

- H. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.C. Section 1324a(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 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, including, without limitation, OPERATOR.

IV.
Abatement Allowed

- A. If the Improvement Conditions and Requirements set forth in Section III are met, CITY agrees to exempt from taxation fifty-five percent (55%) of the Added Taxable Value of the Eligible Property. The exemption shall be for a period as follows, from the tax year beginning January 1, 2016 through and including the tax year beginning January 1, 2022.
- B. OWNER shall be eligible to receive additional percentages of abatement annually based on the following:
- a. An additional 10% abatement annually each year the median wage of the persons employed at the Premises exceed the CITY'S Median Wage as defined in Section I.
 - b. An additional 10% abatement annually if OWNER provides proof that OWNER utilized Arlington contractors and/or certified minority/women-owned contractors for a minimum of 30% of the total costs for the Eligible Property's construction.
- C. Under no circumstances shall the total percentage of abatement exceed 75% of the Added Taxable Value of the Eligible Property annually.

V.
Reports, Audits and Inspections

- A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of the tax abatement agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:

1. Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of the tax abatement 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 the tax abatement agreement.
 2. 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 and OPERATOR present and in accordance with the safety standards of OWNER and OPERATOR.

VI. **Use of Premises**

The Premises at all times shall be used in a manner that is consistent with CITY's zoning ordinances and consistent with the general purpose of encouraging development within Reinvestment Zone Number Thirty-Nine.

VII. **Breach and Recapture**

- A. Breach - A breach 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. Recaptured taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as

provided in Section VII(B). The following conditions shall constitute a breach of this Agreement:

1. OWNER terminates the use of the Premises for its Business Operations at any time during the duration of the Agreement; or
 2. OWNER fails to meet the Conditions and Requirements as specified in Section III above; or
- 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 default. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by CITY, and recapture of abated taxes made 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 IX of this Agreement. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes made and to demand payment of such.
- C. Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), or (2) of this Section VII, CITY may terminate this Agreement and recapture all taxes abated under this Agreement up to the time of breach, subject to Section IV(A&B) herein.
- 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.

VIII.

Effect of Sale or Lease of Property

The abatement 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, which approval shall not be unreasonably withheld.

IX.
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: TST Arlington IRF, LLC
Darrell Simpson
1000 Urban Center Dr., Suite 675
Birmingham, Alabama 35242

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

X.
City Council Authorization

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

XI.
Severability

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

XII.
Estoppel Certificate

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

XIII.
Owner's Standing

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

XIV.
Applicable Law

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

XV.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing 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.

XVI.
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.

XVII.
No Other Agreement

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

XVIII.
Recordation of Agreement

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

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

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

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

XX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXI.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

XXII.
Counterparts

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall

constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XXIII.
No Third-Party Beneficiaries

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

XXIV.
Remedies


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

XXV.
Termination

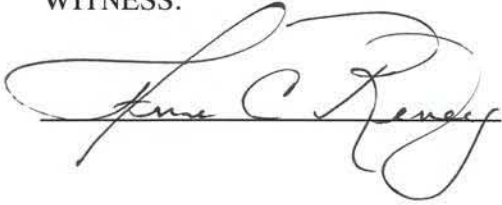
This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; however, in no event shall the abatement exceed 10 years.

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

TST ARLINGTON IRF, LLC.

BY 
Signature Authorized Representative
Typed or Printed Title
Date 12/8/14

WITNESS:



CITY OF ARLINGTON, TEXAS

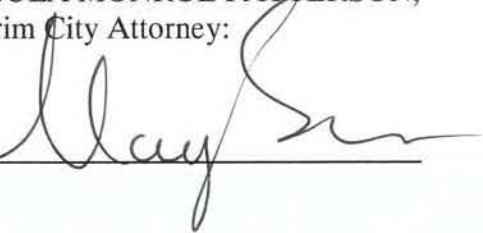
BY 
DONALD E. JAKEWAY
Deputy City Manager
Date 12/12/14

ATTEST:



MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
URSULA MONROE PATTERSON,
Interim City Attorney:

BY 

Alabama
THE STATE OF TEXAS §
COUNTY OF Jefferson §

TST ARLINGTON IRE, LLC.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Steve Hewett, 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 TST ARLINGTON IRE, LLC., an entity duly authorized to do business in the State of Texas, and as the Authorized Rep thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of December, 2014.

August 13, 2015
My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 13, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kathryn Wales
Notary Public in and for
The State of ~~Texas~~ Alabama
Kathryn Wales
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 **DONALD E. JAKEWAY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of December, 2014.

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

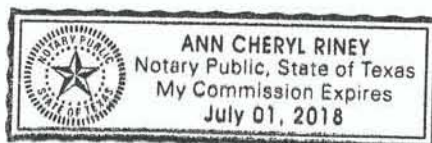
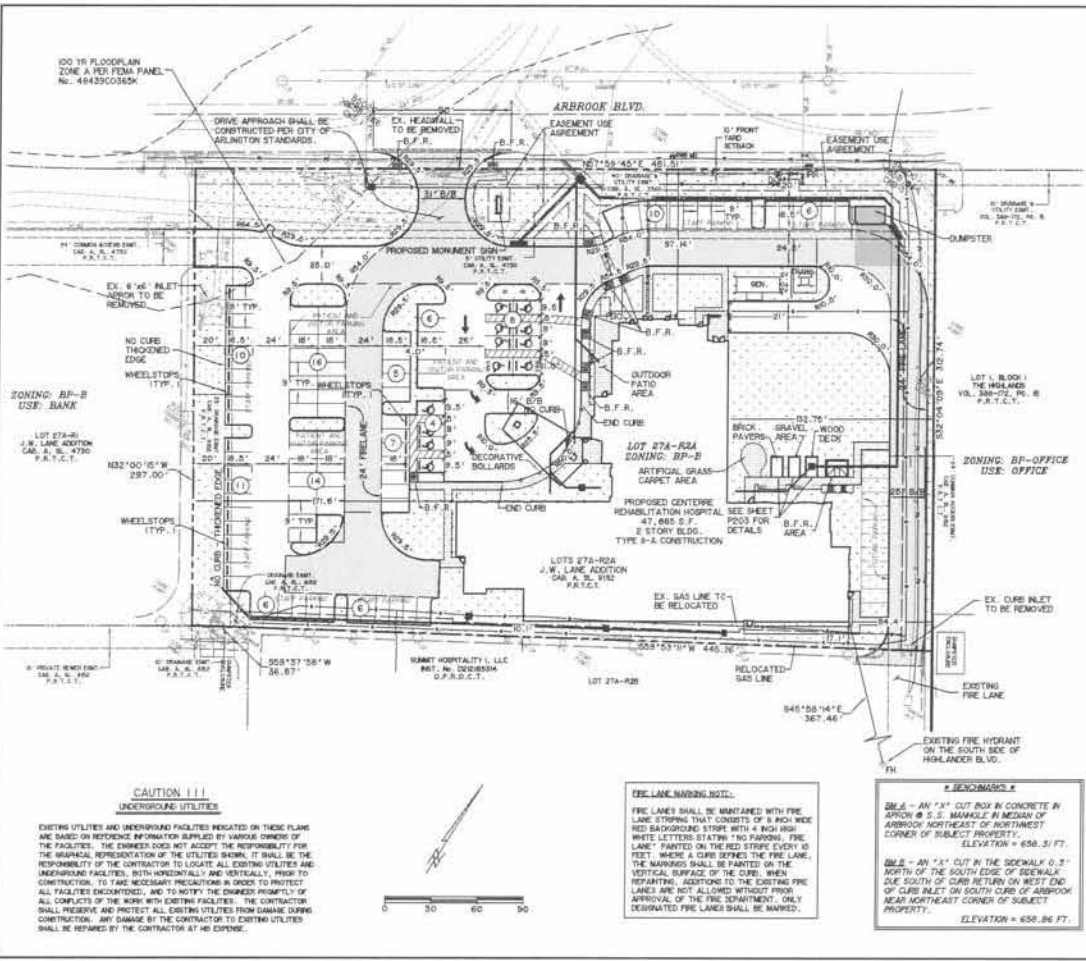


Exhibit "A"

ELIGIBLE PROPERTY

Real Property Improvements:

100 15 FLOODPLAIN
 ZONE A PER FEMA PANEL
 NO. 48433C0045



LEGEND

[Symbol]	PROPOSED LANDSCAPE SEEDING AREAS
[Symbol]	PROPOSED SIDEWALK
[Symbol]	5' - 3500 PSI CONC. (LIGHT DUTY)
[Symbol]	7' - 3500 PSI CONC. (MEDIUM DUTY)
[Symbol]	8' - 3500 PSI CONC. (HEAVY DUTY)
[Symbol]	PARKING STALL COUNT
[Symbol]	EXPANSION JOINTS
[Symbol]	E.O.P. EDGE OF PAVEMENT
[Symbol]	B.F.R. BARRIER FREE RAMP

- GENERAL NOTES:**
1. ALL COORDINATES ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 2. DIMENSIONS SHOWN ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 3. ALL PROPOSED CURB RACKS ARE 2.5' B.C. WITHIN PARKING LOT, UNLESS NOTED OTHERWISE.
 4. SEE ARCHITECTURAL PLANS FOR BLDG. DIMENSIONS.
 5. ALL CONCRETE PAVEMENT SHALL HAVE 6" CURB, UNLESS OTHERWISE NOTED.

SITE DATA

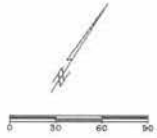
ZONING	BUSINESS PARK - BUSINESS (BP-B)
PROPOSED USE	REHABILITATION HOSPITAL
LOT AREA	3,370 AC (146,817 S.F.)
PARKING REQ'D.	1.5 STALL PER BED 40 BEDS PROVIDED 60 STALLS REQ'D.
PATIENTS & VISITOR PARKING PROVIDED	60
HANDICAP-ACCESSIBLE PROVIDED	12
STAFF PARKING PROVIDED	55
TOTAL PARKING PROVIDED	115
BUILDING HEIGHT	2 STORES
PAVEMENT AREA	64,000 SQ. FT.

LANDSCAPE DATA

LANDSCAPE SETBACK	10'-FT ADJACENT TO PUBLIC STREETS
LI SETBACK TREES REQ'D	1 TREE/30 LF OF FRONTAGE EXCLUDING DRIVEWAYS 452 LF OF FRONTAGE 15 LI SETBACK TREES
PARKING AREA TREES REQ'D	1 (LS AREA)/10 SPACES (EXCLUDE SPACES ADJACENT TO R.O.W.) 81 SPACES - 8 LS AREAS - 8 TREES
TREES REQ'D TO OVERSHADE	1 TREE/3 SPACES OVER 10% OF THE REQ'D PARKING 49 STALLS - (7 ADOT L TREES)
	35 MINIMUM REQUIRED TREES (EXCLUDING ANY SEEDLING TREE REQUIREMENTS)

**CAUTION !!!
 UNDERGROUND UTILITIES**

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS ARE BASED ON REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE GRAPHICAL REPRESENTATION OF THE UTILITIES SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO CONSTRUCTION. TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.



FIRE LANE MARKING NOT.

FIRE LANES SHALL BE MAINTAINED WITH FIRE LANE STRIPS THAT CONSISTS OF 8 INCH WIDE RED BACKGROUND STRIPS WITH 4 INCH HIGH WHITE LETTERS STAFFING 180 PARALLEL FIRE LANE STRIPS PAINTED ON THE RED STRIPS EVERY 10 FEET, WHERE A CURB SPRIES THE FIRE LANE, THE MARKINGS SHALL BE PAINTED ON THE VERTICAL SURFACE OF THE CURB. WHEN REPAINTING, ADDITIONS TO THE EXISTING FIRE LANES ARE NOT ALLOWED WITHOUT PRIOR APPROVAL OF THE FIRE DEPARTMENT. ONLY DESIGNATED FIRE LANES SHALL BE MARKED.

REMARKS

REMARK A - AN "X" CUT BOX IN CONCRETE IN APPROX @ S.S. MANHOLE IN MIDDLE OF ARBROOK NORTHEAST OF NORTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION = 656.31 FT.

REMARK B - AN "X" CUT IN THE SIDEWALK 0.3' NORTH OF THE SOUTH EDGE OF SIDEWALK ONE SOUTH OF CURB RETURN ON WEST END OF CURB INLET ON SOUTH CURB OF ARBROOK NEAR NORTHEAST CORNER OF SUBJECT PROPERTY. ELEVATION = 659.86 FT.

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 371 BELMONT BLVD., STE. 300, RICHMOND, VIRGINIA 23220
 TEL: (804) 771-7700 FAX: (804) 771-7701
 www.wiaassociates.com

DATE	DESCRIPTION
11/22/24	WATER MATR
11/22/24	DATE
11/22/24	DATE

CENTER FOR REHABILITATION HOSPITAL
 LOT 27A-R2A
 J.W. LANE ADDITION

COMMERCIAL SITE PLAN
 CITY OF ARLINGTON, VIRGINIA

SHEET NO. 8101

Exhibit "B"

PROPERTY DESCRIPTION

Metes and bounds description

TRACT 1:

BEING A TRACT OF LAND LOCATED IN THE JAMES W. LANDE SURVEY, ABSTRACT No. 950, TARRANT COUNTY, TEXAS, BEING ALL OF LOT 27A-R2A, J.W. LANE ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 9152, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.).

TRACT 2:

NON-EXCLUSIVE EASEMENT CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED 01/31/1997, RECORDED IN VOLUME 12657, PAGE 54, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS.

TRACT 3:

NON-EXCLUSIVE EASEMENT CREATED IN THE RECIPROCAL EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS FILED 12/02/1998, RECORDED IN VOLUME 13542, PAGE 322, REAL PROPERTY RECORDS TARRANT COUNTY, TEXAS.

**Ordinance 14-050
Creating
Reinvestment Zone Thirty-Nine**

Ordinance No. 14-050

An ordinance establishing Reinvestment Zone Number Thirty-Nine; 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, 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 Thirty-Nine, 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine 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 Thirty-Nine of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Thirty-Nine 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 _____, 2014, 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 _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

ROBERT N. CLUCK, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY 

Exhibit "A"

PROPERTY DESCRIPTION

TRACT 1:

BEING A TRACT OF LAND LOCATED IN THE JAMES W. LANDE SURVEY, ABSTRACT No. 950, TARRANT COUNTY, TEXAS, BEING ALL OF LOT 27A-R2A, J.W. LANE ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 9152, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.).

TRACT 2:

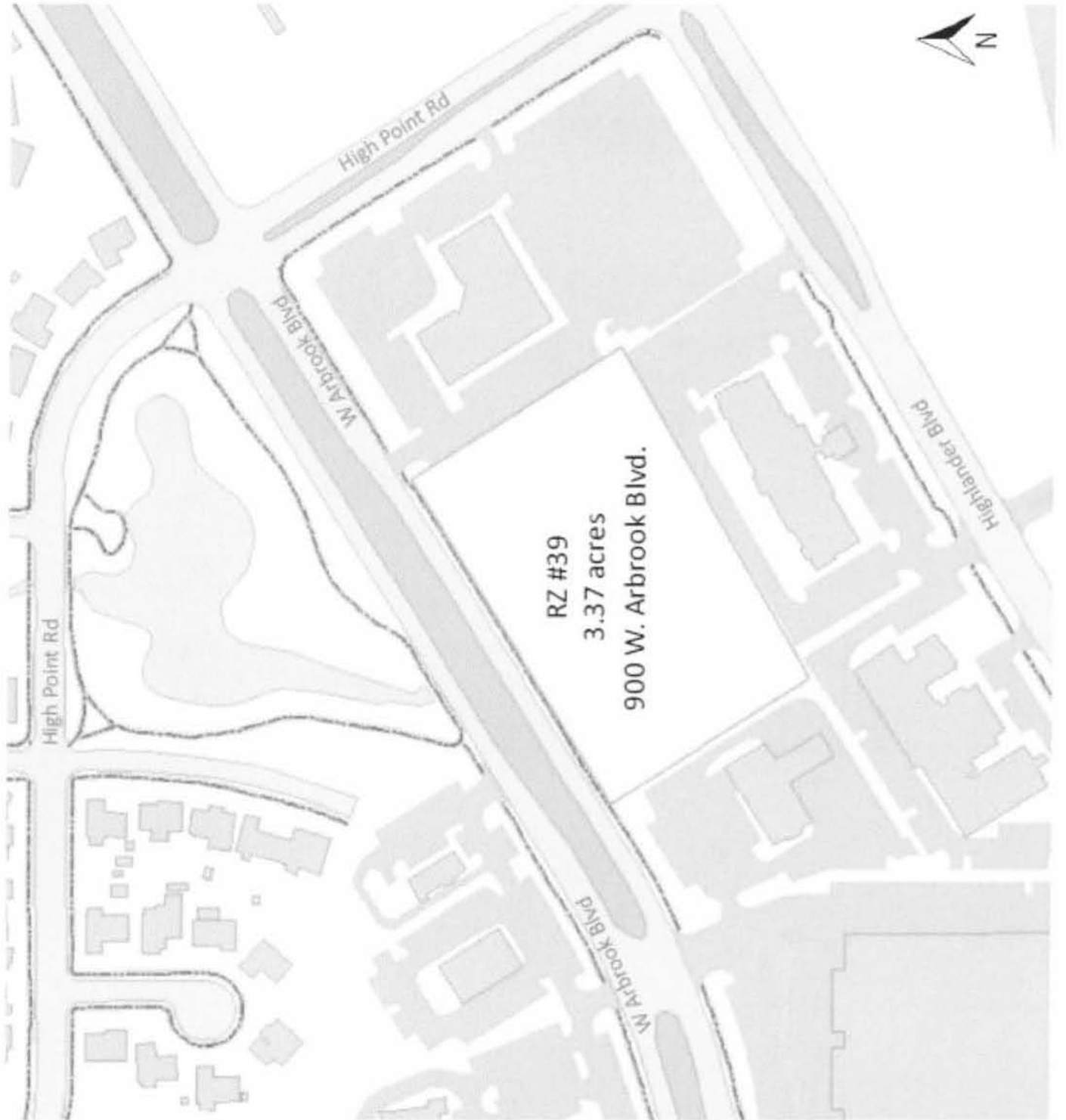
NON-EXCLUSIVE EASEMENT CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED 01/31/1997, RECORDED IN VOLUME 12657, PAGE 54, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS.

TRACT 3:

NON-EXCLUSIVE EASEMENT CREATED IN THE RECIPROCAL EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS FILED 12/02/1998, RECORDED IN VOLUME 13542, PAGE 322, REAL PROPERTY RECORDS TARRANT COUNTY, TEXAS.

Exhibit "B"

MAP OF SUBJECT PROPERTY



Resolution No. 18-145

A resolution approving the assignment of all the rights and obligations accruing to TST Arlington IRF, LLC under that certain Tax Abatement Agreement by and between TST Arlington IRF, LLC and the City of Arlington, Texas, as previously authorized by Resolution No. 14-244, to MedProperties Arlington, LLC

WHEREAS, on September 16, 2014, by Resolution No. 14-244, City Council authorized the execution of a Tax Abatement Agreement (“Agreement”) with TST Arlington IRF, LLC (“TST”) relating to the project located at 900 W. Arbrook Blvd., Arlington, Texas; and

WHEREAS, in September 2017, TST sold the property to MedProperties Arlington, LLC (“MedProperties”); and

WHEREAS, TST desires to assign all of its rights and obligations under the Agreement to MedProperties; and

WHEREAS, TST has requested that the City Council approve an assignment of TST’s rights and obligations under the Agreement to MedProperties; and

WHEREAS, the Agreement provides that the Agreement can be assigned with approval of the City Council, which approval shall not be unreasonably withheld;
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 hereby approves an assignment of all of TST’s rights and obligations under the Agreement, authorized by Resolution No. 14-244, to MedProperties.

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 for the Tax Abatement Agreement is attached.

IV.


In approving assignment of the referenced 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 19 day of June, 2018, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

ARLINGTON

THE STATE OF TEXAS §
 §
 §
COUNTY OF TARRANT §

CONSENT TO ASSIGNMENT
OF AGREEMENT

THIS CONSENT TO ASSIGNMENT OF AGREEMENT is made and entered into on this the 20 day of June, 2018, by and between **MEDPROPERTIES ARLINGTON, LLC**, an entity duly authorized to do business in the State of Texas, (hereinafter "ASSIGNEE"), **TST ARLINGTON IRF, LLC**, an entity duly authorized to do business in the State of Texas, (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 12, 2014, CITY entered into a Tax Abatement Agreement with ASSIGNOR relative to tax abatement for a project in Reinvestment Zone Number Thirty-Nine in the City of Arlington, Texas, hereinafter referred to as "Agreement," which was duly authorized by City Council Resolution No. 14-244; and

WHEREAS, in September 2017, ASSIGNEE purchased the property and took title to the property from ASSIGNOR; and

WHEREAS, ASSIGNOR desires to assign the Agreement to ASSIGNEE; and

WHEREAS, CITY desires to consent to said assignment; NOW, THEREFORE,

I.
Preamble

All matters stated in the preamble of this Agreement are found to be true and correct and are hereby incorporated within the body of this Agreement as if copied herein in their entirety.

II.
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 Agreement.

Executed on the date first written above.

TST ARLINGTON IRF, LLC

BY 

Signature Steve B Hewitt

Typed or Printed Name Authorized Representative


Typed or Printed Title 7/9/18

Date

WITNESS:



MEDPROPERTIES ARLINGTON, LLC

BY 

Signature Darryl Freling

Typed or Printed Name President

Typed or Printed Title 6.29.18

Date

WITNESS:

CITY OF ARLINGTON, TEXAS

BY 

JIM PARAJON
Deputy City Manager

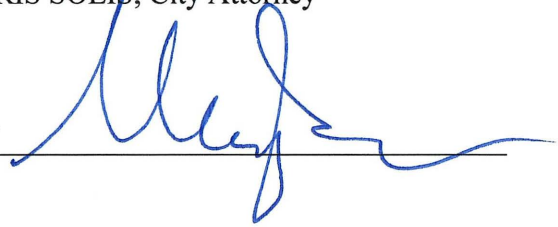
ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____



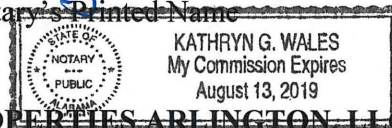
THE STATE OF ALABAMA §
§
COUNTY OF JEFFERSON §

TST ARLINGTON IRF, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Alabama, on this day personally appeared Steve Hewitt, who is known to me or who was proved to me drivers lisc. (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 **TST ARLINGTON IRF, LLC**, an entity doing business in the State of Texas, and as the authorized rep thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9 day of July, 2018.
[Seal]

Kathryn G. Wales
Notary Public, State of Alabama
Kathryn G. Wales
Notary's Printed Name



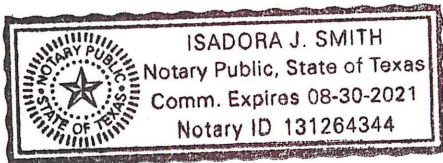
THE STATE OF Texas §
(Dallas) §
COUNTY OF Dallas §

MEDPROPERTIES ARLINGTON, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Darryl Freling who is known to me or who was proved to me personally known (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 **MEDPROPERTIES ARLINGTON, LLC**, an entity doing business in the State of Texas, and as the President 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 29th day of June, 2018.
[Seal]

Isadora J. Smith
Notary Public, State of Texas
Isadora J. Smith
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 and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the **CITY OF ARLINGTON, TEXAS**, a Texas municipal corporation, and as **Deputy City Manager** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of August, 2018.

[Seal]

Brandi Brown
Notary Public, State of Texas
Brandi Brown
Notary's Printed Name

Resolution No. 19-024

A resolution approving the assignment of all the rights and obligations accruing to MedProperties Arlington, LLC under that certain Tax Abatement Agreement by and between MedProperties Arlington, LLC, and the City of Arlington, Texas, to Broadstone TRH Texas, LLC

WHEREAS, on September 16, 2014, by Resolution No. 14-244, City Council authorized the execution of a Tax Abatement Agreement (“Agreement”) with TST Arlington IRF, LLC (“TST”) relating to the project located at 900 W. Arbrook Blvd., Arlington, Texas; and

WHEREAS, in September 2017, TST sold the property to MedProperties Arlington, LLC (“MedProperties”); and

WHEREAS, on June 19, 2018, by Resolution No. 18-145, City Council authorized the assignment of TST’s rights and obligations under the Agreement to MedProperties; and

WHEREAS, in December 2018, MedProperties sold the property to Broadstone TRH Texas, LLC (“Broadstone”); and

WHEREAS, MedProperties desires to assign all of its rights and obligations under the Agreement to Broadstone; and

WHEREAS, MedProperties has requested that the City Council approve an assignment of MedProperties’ rights and obligations under the Agreement to Broadstone; and

WHEREAS, the Agreement provides that the Agreement can be assigned with approval of the City Council, which approval shall not be unreasonably withheld;
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 hereby approves an assignment of all of MedProperties' rights and obligations under the Agreement, authorized by Resolution No. 18-145, to Broadstone.

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 for the Tax Abatement Agreement is attached.

IV.

In approving assignment of the referenced 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 29th day of January, 2019, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



W. JEFF WILLIAMS, Mayor

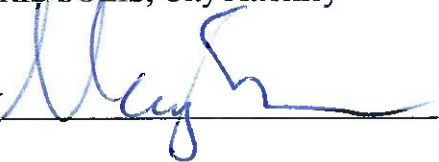
ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

**CONSENT TO ASSIGNMENT
OF AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF AGREEMENT is made and entered into on this the 18th day of March, 2019, by and between BROADSTONE TRH TEXAS, LLC, a New York limited liability company, (hereinafter "ASSIGNEE"), MEDPROPERTIES ARLINGTON, LLC, an entity duly authorized to do business in the State of Texas, (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 12, 2014, CITY entered into a Tax Abatement Agreement with TST Arlington IRF, LLC, (hereinafter "TST"), relative to tax abatement for a project in Reinvestment Zone Number Thirty-Nine in the City of Arlington, Texas, hereinafter referred to as "Agreement," which was duly authorized by City Council Resolution No. 14-244; and

WHEREAS, in September 2017, ASSIGNOR purchased the property and took title to the property from TST; and

WHEREAS, on June 20, 2018, ASSIGNOR, TST, and CITY entered into a Consent to Assignment of Agreement, providing for the CITY's consent to the assignment of TST's rights and obligations under the Agreement to ASSIGNOR, which was duly authorized by City Council Resolution No. 18-145; and

WHEREAS, in December 2018, ASSIGNEE purchased the property and took title to the property from ASSIGNOR; and

WHEREAS, ASSIGNOR desires to assign the Agreement to ASSIGNEE; and

WHEREAS, CITY desires to consent to said assignment; NOW, THEREFORE,

**I.
Preamble**

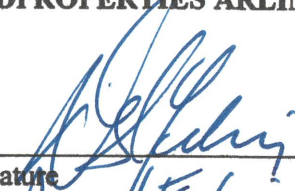
All matters stated in the preamble of this Agreement are found to be true and correct and are hereby incorporated within the body of this Agreement as if copied herein in their entirety.

II.
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 Agreement.


Executed on the date first written above.

MEDPROPERTIES ARLINGTON, LLC

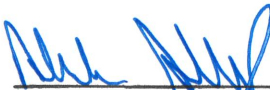
BY 
Signature
David Fieding
Typed or Printed Name
President
Typed or Printed Title
2.27.19
Date

WITNESS:

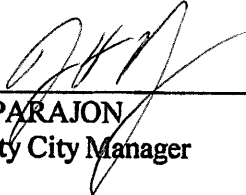
BROADSTONE TRH TEXAS, LLC

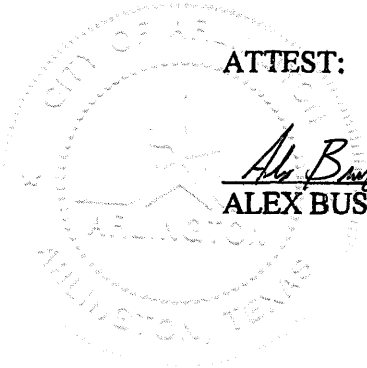
By: Broadstone Net Lease, LLC,
its sole member
By: Broadstone Net Lease, Inc.,
its managing member
BY 
Signature
Steve Haupt
Typed or Printed Name
SVP - Portfolio Management
Typed or Printed Title
3-1-19
Date

WITNESS:


Alexander Alpert, Esq.

CITY OF ARLINGTON, TEXAS

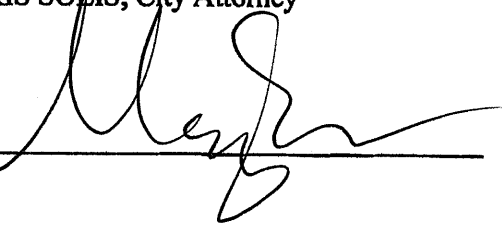
BY 
JIM PARAJON
Deputy City Manager



ATTEST:


ALEX BUSKEN, City Secretary

**APPROVED AS TO FORM:
TERIS SOLIS, City Attorney**

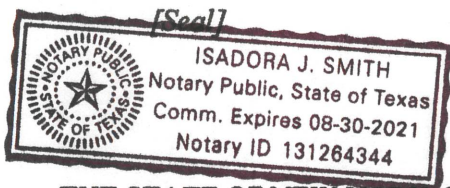
BY 

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

MEDPROPERTIES ARLINGTON, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Darryl Freling, who is known to me or who was proved to me (personally known) (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 **MEDPROPERTIES ARLINGTON, LLC**, an entity doing business in the State of Texas, and as the President 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 27th day of February, 2019.



Isadora J. Smith
Notary Public, State of Texas
ISADORA J. SMITH
Notary's Printed Name

THE STATE OF NEW YORK §
§
COUNTY OF MONROE §

BROADSTONE TRH TEXAS, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York, on this day personally appeared Steve Haupt, who is known to me or who was proved to me personally known (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 **BROADSTONE TRH TEXAS, LLC**, an entity doing business in the State of Texas, and as the Senior Vice President 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 march, 2019.

[Seal]

CHRISTINA BOLOGNESI
Notary Public, State of New York
Qualified in Monroe County
No. 01BO6359133
Commission Expires May 22, 2021

Christina Bolognesi
Notary Public, State of New York
Christina Bolognesi
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 and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the **CITY OF ARLINGTON, TEXAS**, a Texas municipal corporation, and as **Deputy City Manager** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of March, 2019.

[Seal]

Brandi Brown
Notary Public, State of Texas

Brandi Brown
Notary's Printed Name

