

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**ECONOMIC DEVELOPMENT AGREEMENT
WITH DIGITAL REALTY TRUST, L.P.**

THIS BUSINESS PERSONAL PROPERTY TAX ABATEMENT AND CHAPTER 380 GRANT AGREEMENT (“Agreement”) is entered into between the **CITY OF DALLAS**, a Texas municipal corporation located in Dallas County, Texas (“City”), and **DIGITAL REALTY TRUST, L.P.**, a Maryland limited partnership, authorized to transact business in Texas and acting by and through its sole general partner, **DIGITAL REALTY TRUST, INC.**, a Maryland corporation and **DIGITAL – BRYAN STREET PARTNERSHIP, L.P.**, an affiliate of Digital Realty Trust, L.P. (collectively “Owner”). City and Owner may be referred to individually as a “Party” and jointly as the “Parties.”

WITNESSETH:

WHEREAS, Owner is a real estate investment trust that provides data center, colocation, and interconnection solutions globally, spanning more than 290 facilities in 24 countries on six continents; and

WHEREAS, Owner currently owns a 26-story office tower at 2323 Bryan Street aka the Univision Tower (the “Property”) as further described herein and has agreed to expand both corporate staffing and data center capacity at the Property with a focus on cybersecurity, IT, legal, procurement, data center operations, human resources and accounting to support its global operations; and

WHEREAS, Owner has advised the City that the proposed renovation and expansion of the Property would not occur without the offer of economic development incentives from the City as outlined herein; and

WHEREAS, City anticipates that the development and use of the Property will significantly enhance the economic development, the employment and property tax base and economic vitality of the City, stimulate commercial activity, and generate additional ad valorem and sales and use tax revenue of the City, and create new permanent jobs in the City; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“Chapter 380”) to establish programs to provide economic development grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, on December 9, 2020, City Council: (1) authorized the continuation of its Public/Private Partnership Program Guidelines and Criteria (“Tax Abatement Guidelines”), which established certain guidelines and criteria for the use of City incentive programs for private development projects and established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380; and (2) elected to be eligible to participate in tax abatement; and (3) established appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A. Tax Code, Chapter 312) (“Tax Code”) by Resolution No. 20-1972; and

WHEREAS, Section 378.004 of the Texas Local Government Code authorizes the City to create Neighborhood Empowerment Zones and enter into agreements abating municipal property taxes on property in the zone subject to the duration limits of Section 312.204 of the Tax Code; and

WHEREAS, on April 14, 2021, the City Council designated the Property as the City of Dallas Neighborhood Empowerment Zone No. 18 (the “City of Dallas NEZ No. 18”), pursuant to Chapter 378 of the Texas Local Government Code to promote an increase in economic development in the zone, establish the boundaries of the zone and provide an effective date by Resolution No. 210616; and

WHEREAS, the City of Dallas NEZ No. 18 was established to contribute to the retention or expansion of primary employment and to attract major investment in the zone that would be a benefit and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and

WHEREAS, the Property located within the City of Dallas NEZ No. 18, and the contemplated improvements to and use of the Property, as set forth in this Agreement, are consistent with encouraging development of the City of Dallas NEZ No. 18 in accordance with its purposes and are in compliance with the Tax Abatement Guidelines, Tax Code and all applicable laws; and

WHEREAS, Owner has advised the City that a contributing factor that would induce Owner to expand and renovate its offices would be an agreement by the City to provide tax abatement to Owner; and

WHEREAS, Owner is committed to making an investment in business personal property improvements and to meeting the job creation requirements in this Agreement as consideration for the incentives provided herein; and

WHEREAS, the use of the Property is expected to contribute to the retention or expansion of primary employment or to attract major investment in the City of Dallas NEZ No. 18 that would be a benefit to the Property and that would contribute to the economic development of the municipality; and

WHEREAS, in order to maintain and enhance the commercial, industrial, economic and employment base of the City, it is in the best interest of the taxpayers for the City to enter into this Agreement in accordance with the Tax Abatement Guidelines and Chapter 380 program; and

WHEREAS, the City Council finds that the improvements sought (i) are feasible and practicable; and (ii) would be of benefit to the City of Dallas NEZ No. 18 and to the City after expiration of this Agreement; and

WHEREAS, on February 24, 2021, City Council approved the execution of this Agreement by and between the City and Owner by Resolution No. 21-0444; and

WHEREAS, notice of the City's intention to grant this Tax Abatement (as hereinafter defined) was delivered at least seven (7) days prior to the date of execution of this Agreement, to the respective presiding officers of the governing bodies of the taxing units that include within their boundaries the Property which is the subject of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1. PROPERTY

A. Through a subsidiary, Digital - Bryan Street Partnership, L.P., Owner owns the entire 26-story office tower located at 2323 Bryan Street, Dallas, Dallas County, Texas 75201, and more particularly described in the metes and bounds description attached herein as **Exhibit A**, which is made a part of this Agreement for all purposes.

B. The Property is also located entirely within the city limits of Dallas and within the City of Dallas NEZ No. 18 and is further shown on the map attached hereto as **Exhibit B** and made a part of this Agreement for all purposes.

C. At the time of execution of this Agreement, the Property and Improvements (defined herein) are not located in an improvement project financed by tax increment bonds and do not include any property that is owned or leased by a member of the City Council or by a member of the City Plan Commission.

SECTION 2. IMPROVEMENTS

A. Improvements. As a condition precedent to the Tax Abatement (defined herein) granted pursuant to this Agreement and in consideration of such incentives provided herein, Owner covenants and agrees to invest a minimum of **\$104,000,000** in new capital expenditures to be located on the Property as follows (collectively the "Improvements"):

- i. \$87,500,000 in data center upgrades; and
- ii. \$14,700,000 in office upgrades and renovations including furniture, fixtures and equipment; and

- iii. \$2,400,000 in updates to the common areas of the Property including the parking garage, elevators and lobby.

The kind, number, location, and costs of all the new Improvements are further described in **Exhibit C** attached hereto. The Improvements shall be completed on or before **December 31, 2025** (the “Completion Date”). For purposes of this Agreement, the Completion Date shall be the date of written approval by Director of the Office of Economic Development (the “Director”). Prior to applying for the Tax Abatement pursuant to this Agreement, Owner shall provide the City with written documentation evidencing that the Improvements as described in **Exhibit C** were completed. Such written documentation may include but is not limited to: a completion of the Improvement report, bills paid report, a job cost summary, cancelled checks, purchase receipts or any other written documentation evidencing that the Improvements were completed by the required Completion Date. In its sole discretion, City may request additional documentation as evidence of completion. The Completion Date for the Improvements may be extended by the Director in his or her sole discretion for up to six (6) months for just cause or such longer period as may be required in the event of force majeure, as defined herein, if Owner is diligently and faithfully pursuing completion of the Improvements. Owner shall be entitled to receive Tax Abatement commencing on or before **January 1, 2026**, subject to the Owner’s complete satisfaction of all the terms and conditions of this Agreement.

B. BID and Fair Share Requirements. Owner shall make good faith efforts to comply with the City’s Business Inclusion and Development (“BID”) Plan attached as **Exhibit D** and with the City’s Fair Share goals for construction expenditures. Specifically, Owner’s goals shall be 32% participation by certified Minority/Women-owned Business Enterprises (“M/WBE”) firms for all construction expenditures related to the Improvements. Owner shall meet all reporting requirements for the BID Plan. Forms may be modified by the Director.

C. Maintenance of the Improvements. As a condition precedent to the initiation of the Tax Abatement granted pursuant to this Agreement, (i) Owner shall complete the Improvements in accordance with Section 2A above, and (ii) all Improvements will be in accordance with all applicable federal, state and local laws, codes, and regulations. Owner further represents that the Improvements shall be maintained during the term of such Tax Abatement in accordance with all applicable federal, state and local laws, codes and regulations. During the term of Tax Abatement and upon written notice to Owner, the City, its agent and employees shall have the continuing right of access to the Property to inspect Improvements during regular business hours in order to ensure that the Improvements are completed, maintained and operated in accordance with this Agreement and all applicable federal, state and local laws and regulations.

D. Data Center Facility. Owner acknowledges that the availability of the Tax Abatement (as defined herein) in any given year may depend (subject to the Director’s approval referenced below) on Owner continuously operating and maintaining the Property as an office space and data center facility. Any other activity conducted at the Property not provided for in this Agreement must be approved by the Director and shall comply with local zoning and all applicable federal, state and local laws. Further any other activity conducted at the Property must be consistent with the general purpose of encouraging development or redevelopment in the City of Dallas NEZ No. 18 during the term of the Tax Abatement. Failure to receive Director’s approval for any other activity

conducted at the Property within thirty (30) days of the changed activity may result in termination of the Agreement as provided in Section 8 of this Agreement.

SECTION 3. JOB REQUIREMENTS AND MAINTENANCE

A. Job Creation Requirement. As additional consideration for the Tax Abatement and Chapter 380 Grant provided pursuant to this Agreement, Owner covenants and agrees that Owner will relocate and/or create and maintain a minimum of **143 full** time “Jobs” (as defined herein) at the Property on or before December 31, 2025. For the purposes of this agreement, a “Job” shall mean a full-time permanent employee scheduled to work at least 40 hours per week with benefits). The average salary for each net new Job at the Property shall be a minimum of \$120,000.00. Collectively the creation and maintenance of the 143 Jobs and the average annual salary of \$120,000.00 requirement, discussed above, shall be known as the “Job Creation Requirement.” Owner shall maintain the Job Creation Requirement throughout the Tax Abatement Period, from January 1, 2026 through December 31, 2030.

B. No Discrimination. Owner covenants that, in complying with this Job Creation Requirement, it will not discriminate in the treatment or employment of any individual or group of individuals on the basis of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements.

C. Reporting. Upon the City’s request, Owner agrees to deliver to the City written reports summarizing employment and hiring information to allow City staff to monitor on a continuing basis Owner’s compliance with the Job Creation Requirement and the Local Hiring Requirement described below. Such report shall contain but is not limited to employment status (i.e. permanent vs. temporary, part-time vs. full time) employee’s salary, employee’s city of residence, and employee’s identification number. Additionally, and only as permitted by law, Owner will provide city and state of all current employees and other such information as the City may request.

E. P-TECH Requirement. As a condition precedent to the Tax Abatement granted pursuant to this Agreement and in consideration of such incentives provided herein, Owner shall execute written agreements with the Dallas Independent School District (“DISD”) and Richardson Independent School District (“RISD”) by **December 31, 2021** to participate as an industry partner in the Pathway to Technology Early College High School (“P-TECH”) Programs of DISD and RISD.

D. Local Hiring Requirement. Throughout the Tax Abatement Period, a minimum of 35% of all Owner’s employees at the Property shall be residents of the City of Dallas.

E. Job Fairs Commitment. Owner will conduct or participate in 2 job fairs by December 31, 2023, at locations within the City of Dallas approved by the Director to facilitate the recruitment and hiring of residents of the City of Dallas. Owner shall provide a written report to the Director outlining the type of skills and jobs that will be available at the Property so that the City may play an active role in coordinating with community partners to support filling the Local Hiring Requirements. Such reports shall be provided to the Director no later than December 31, 2022.

F. Undocumented Worker Certification. Owner has signed the statement attached hereto as **Exhibit E** certifying that Owner's business, branch, division, or department of Owner's business, does not or will not knowingly employ an undocumented worker, and has agreed to abide by the requirements of Chapter 2264 of the Government Code.

SECTION 4. TAX ABATEMENT AND CHAPTER 380 GRANT

A. Tax Abatement. Subject to: (i) Owner providing written documentation evidencing that the Improvements were completed pursuant to the requirements in Section 2A above; (ii) Owner continuously maintaining and operating the Property pursuant to Section 2B above; (iii) Owner meeting the Job Creation Requirements and other commitments set forth in Section 3 above; (iv) Owner being current on all ad valorem taxes and/or tangible personal property taxes owed to the City; (v) Owner certifying in a written report to the City by April 15th of each year throughout the term of this Agreement that the Owner is in compliance with each applicable term of this Agreement; (vi) receiving Director approval within thirty (30) days if a change in activity is conducted on the Property; (vii) receiving City Council approval for the assignment of all or a portion of the Property or Improvements to a new non-affiliated owner; and (viii) Owner not breaching any other terms or conditions of the Agreement or any other agreement the Owner may have with the City, the City will grant a tax abatement to Owner subject to the terms and conditions of this Agreement and subject to the rights of holders of outstanding bonds of the City, on a portion of the City taxes assessed on the tangible personal property located on the Property ("Tax Abatement"). For these purposes, Tax Abatement is applicable only to new tangible personal property located on the Property after the date of City Council authorization of this Agreement that is purchased and owned by Owner ("eligible tangible personal property"). Tangible personal property located on the Property at any time before the date of City Council authorization of this Agreement, or tangible personal property re-located from other sites that were acquired prior to the date of City Council authorization of this Agreement and inventory or supplies are not subject to Tax Abatement and are fully taxable by the City. The Tax Abatement shall be an amount equal to the taxes assessed on **fifty percent (50%)** of the value of Owner's eligible tangible personal property for the Tax Abatement Period. The value of the eligible tangible personal property shall be as determined by the Dallas Central Appraisal District. Owner shall have the right to protest and/or contest any assessment of the eligible tangible personal property and said Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Owner shall be eligible to receive Tax Abatement for a period of **five (5) years** ("Tax Abatement Period") beginning on or before **January 1, 2026**, subject to the terms and conditions of this Agreement. The Tax Abatement, once earned by Owner shall continue for the duration of the Tax Abatement Period and shall not be lost through force majeure events or circumstances beyond Owner's reasonable control, except in the event of default as specified below.

B. Chapter 380 Grant. Consistent with the provisions of Section 380.001 of the Texas Local Government Code and the City's Public/Private Partnership Program, and in consideration for the Improvements and Owner's compliance with the Jobs Requirements specified in Section 3, the City will pay Owner an economic development grant of \$1,000 for each net new Job at Owner's

company in an amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000)** (the “Chapter 380 Grant”). Such Jobs must be created by December 31, 2025. No portion of the Chapter 380 Grant shall be paid until Owner has attained the Job Creation Requirement.

C. It is understood and expressly agreed by Owner that the City does not warrant or guarantee that the grant of Tax Abatement or the Chapter 380 Grant as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority for the same or the City’s use thereof is challenged by court action. In the event such court action related to the Agreement and the providing of incentives hereunder is instituted, Owner shall be responsible for defending the parties hereto, this Agreement and the use of incentives granted hereunder, at Owner’s sole cost and expense, including attorney’s fees. The City, however, agrees to cooperate with Owner in such defense. Should such litigation result in the loss of Tax Abatement or the Chapter 380 Grant as provided herein, Owner shall be solely responsible for the payment of all taxes due, including all taxes which otherwise would have been paid to the City without the benefit of the Tax Abatement, without recourse to the City, and without any obligation by the City to reimburse same back to Owner and without any right of reduction of Owner’s obligations hereunder.

SECTION 5. OFFSET

The City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to the City has been reduced to judgment by a court.

SECTION 6. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Owner shall comply with the requirements of this ordinance as a precondition of any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

SECTION 7. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that Owner shall complete the Improvements by the Completion Date; provided however, that Owner shall have such additional time to complete the Improvements as may be required in the event of force majeure, defined herein, if Owner is diligently and faithfully pursuing completion of such Improvements. For this purpose, “force majeure” shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of nature or the public enemy, war, riot, civil

commotion, insurrection, state, federal or municipal government or de facto governmental action (unless caused by acts or omissions of Owner), fires, casualty, explosions, floods, shortages in labor or materials, and strikes. In an event of force majeure, Owner shall be excused from doing or performing the same during such period of delay, so that the completion dates applicable to such performance shall be extended for a period of time equal to the period Owner was delayed, subject to Director's approval.

SECTION 8. DEFAULT, RIGHT TO CANCEL, RECAPTURE OF TAX ABATEMENT AND ENFORCEMENT OF RECAPTURE LIABILITY

A. Events of Default. A default shall exist if any one or more of the following occurs: (a) Owner fails to complete or to maintain the Improvements in accordance with this Agreement; (b) Owner is convicted of a violation under 8 U.S.C. Section 1324a(f) for the unlawful employment of aliens; (c) Owner fails to meet or to maintain the Job Creation Requirement as set forth in Section 3 above; (d) Owner allows its ad valorem taxes and/or tangible personal property taxes owed the City to become delinquent (provided that Owner retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes); (e) Owner fails to certify in a written report to the City by April 15th of each year throughout the term of this Agreement; (f) Owner fails to obtain Director approval within thirty (30) days for a change in activity conducted at the Property; (g) Owner fails to obtain City Council approval for the assignment of all or a portion of the Property or Improvements to a new non-affiliated owner; (h) Owner fails to obtain Director approval for the assignment of all or a portion of the Property or Improvements to Owner's affiliate; (i) Owner breaches any of the terms or conditions of this Agreement or if any statement, warranty or representation contained herein is false; (j) Owner breaches any of the terms and conditions of any other agreements it may have with the City, or if any statement, warranty or representation contained therein is false; or (k) Owner suffers an event of bankruptcy or insolvency. In the event that Owner defaults in its performance of clause (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) or (k) above, then the City shall give Owner written notice of such default and if Owner does not cure such default within sixty (60) days of said written notice, this Tax Abatement may be terminated. Notice shall be in accordance with Section 14 hereof.

B. Recapture Liability. In the event of default under clause (a), (b) or (c) in Section 8A above for failure to complete the Improvements or the conviction for a violation under 8 U.S.C. Section 1324a(f), or failure to meet and maintain the Job Creation Requirement, all taxes which otherwise would have been paid to the City without the benefit of Tax Abatement (but were in fact not paid by reason of the Tax Abatement) including interest and penalties thereon plus any portion of the Chapter 380 Grant amount paid (collectively "Recapture Liability") will become a debt to the City and shall be due, owing and paid by Owner to the City within sixty (60) days of the expiration of the above-mentioned applicable cure period. Such Recapture Liability shall be equal to all taxes which would otherwise have been paid to the City from the beginning of the Tax Abatement Period to the date of termination plus the Chapter 380 Grant amount paid (interest and penalties will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Property Tax Code).

C. Taxes Retroactively Due. Owner shall pay liquidated damages to the City in the event of default of clause (d), (e), (f), (g), (h), (i), (j) or (k) in Section 8A above in an amount equal to all taxes for the year (or years) in which default occurs, which otherwise would have been paid to the City without the benefit of Tax Abatement (but were in fact not paid by reason of the Tax Abatement), (interest and penalties for the sum total amount of liquidated damages will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Property Tax Code) and such total liquidated damages including interest and penalties ("Taxes Retroactively Due") will become a debt to the City and shall be due, owing and paid to the City within sixty (60) days of the expiration of the above-mentioned applicable cure period. There will be no recapture of amounts previously abated for years during which, in the City's sole determination, Owner has complied with all the terms and conditions of this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

D. Damages, Attorney's Fees and Court Costs. This Agreement inures to the benefit of and is enforceable by the City. The Owner does hereby grant to the City the right to prosecute or take appropriate action, at law or in equity, against Owner to recover any Recapture Liability or Taxes Retroactively Due or to enforce any other covenant or agreement contained in this Agreement. If the City substantially prevails in a legal proceeding to enforce this Agreement against Owner, the City is further entitled to recover damages, reasonable attorney's fees, and court costs from Owner. Any payment due to the City under this Agreement is a lien which attaches to the Property on January 1st of each year to secure the payment of all taxes, penalties and interest ultimately imposed for the year on the Property.

E. Binding Agreement. The covenants and agreements contained in this Agreement are covenants and agreements running with the land, are binding upon Owner and its successors in interest, assigns, administrators, beneficiaries, heirs, executors, and other legal representatives, and are binding upon any person, corporation, or other legal entity having or acquiring any rights, title or interest in or to any part of the Property.

F. Right to Cancel. Either party shall have the right, at any time before the Improvements commences, to terminate this Agreement by giving the other party notice by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of thirty (30) days from the date of the notice, and the liability of the parties under this Agreement for the further performance of the terms of this Agreement shall then cease.

SECTION 9. CONFLICTS OF INTEREST & GIFTS

A. Owner and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Owner's performance of all of the services under this Agreement. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Agreement term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized

professional norms are likely to be compromised in Owner's performance of its duties under this Agreement by the existence of Owner's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Agreement by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of the consideration, of this Agreement:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED –

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)"

C. The City may terminate this Agreement immediately if Owner has offered, or agreed to confer any benefit upon a city employee or official that a city employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded

as pecuniary gain or pecuniary advantage, including benefit to any person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require Owner to remove any employee of Owner who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement, or conferring of a benefit to a City employee or official.

SECTION 10. COMPLIANCE REQUIREMENT

A. Annual Application/Certification of Tax Exemption. It shall be the responsibility of Owner, pursuant to V.T.C.A. Tax Code § 11.43, to file an annual exemption application form with the chief appraiser for each appraisal district in which the Property is sited. In addition, pursuant to Section 312.205(a)(6) of the Tax Code, as amended, Owner shall certify in a written report and notarized affidavit to the City by **April 15th** of each year throughout the term of this Agreement that Owner is in compliance with each applicable term of this Agreement, including but not limited to the completion of the Improvements, the Job Creation Requirements, as provided in Sections 2 and 3 above, and the payment of ad valorem taxes and tangible personal property taxes owed the City. The exemption application and certification report shall be submitted to the City for review and approval prior to submission of the exemption application to the appraisal district. Failure of Owner to obtain City approval for the exemption application may result in the loss of the tax exemption for the year.

B. Semi-Annual Reports. As a condition precedent to the Tax Abatement and in consideration thereof, Owner shall provide written semi-annual reports to the City's Office of Economic Development on the progress of Owner's project and associated annual compliance with any and all agreements awarded by the City. Report documentation may include, but is not limited to, invoices, job employment lists, state and local tax reports and notarized affidavits as requested by the City from Owner. The Director, in consultation with the City's Chief Financial Officer and Director of the Office of Budget, is authorized to make appropriate arrangements with Owner to meet the documentation, verification, or other necessary requirements to fulfill the semi-annual reporting purposes described herein.

SECTION 11. SUCCESSOR AND ASSIGNS

The Tax Abatement and Chapter 380 Grant are personal to Owner and cannot be sold or assigned to a non-affiliated company without written approval of the Director. Such new owner must expressly assume all of the obligations of Owner under this Agreement for the balance of the term of this Agreement. Failure to obtain Director's approval of assignment to Owner's affiliate of all or a portion of the Property or Improvements may result in loss of the tax abatement for the year and/or termination of the Agreement in accordance with Section 8.

SECTION 12. INDEMNITY AND RELEASE

OWNER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, CITY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE ACTIVITIES DESCRIBED HEREIN; AND OWNER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF CITY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KINDS OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE PROJECT DESCRIBED HEREIN.

OWNER LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE, OR DESTRUCTION OF PROPERTY OF CITY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF OWNER, THEIR OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, AND PROJECT PARTICIPANTS IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE PROJECT DESCRIBED HEREIN.

OWNER AGREES TO AND SHALL RELEASE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT.

OWNER SHALL REQUIRE ALL OF THEIR CONTRACTORS AND SUBCONTRACTORS TO INCLUDE IN THEIR AGREEMENTS AND SUBAGREEMENTS A RELEASE AND INDEMNITY IN FAVOR OF CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

THE INDEMNITY AND LIABILITY RELEASE PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE

CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND OWNER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS SECTION SURVIVES TERMINATION OR EXPIRATION OF THIS CONTRACT.

SECTION 13. TERM

The term of this Agreement shall begin on the date of execution and end on the expiration of the Tax Abatement Period (“Term”) noted in Section 4 hereof. Owner’s liability for Recapture Liability and Taxes Retroactively Due, however, shall survive the expiration of the Tax Abatement Period.

SECTION 14. NOTICES

Except as otherwise provided herein, any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for the City, to:

Director
Office of Economic Development
City of Dallas
City Hall, Room 5CS
1500 Marilla Street
Dallas, Texas 75201

With a copy to:

City Attorney’s Office
City Hall, Room 7DN
1500 Marilla Street
Dallas, Texas 75201

If intended for Owner, to:

Digital Realty Trust, L.P.
2323 Bryan Street
Dallas, Texas 75201
Attn: Camilla Harris,
Chief Accounting Officer

With copy to:

Digital Realty Trust, L.P.
2323 Bryan Street
Dallas, Texas 75201
Attn: Office of the General Counsel

SECTION 15. VENUE

The obligations of the parties to this Agreement shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.

SECTION 16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS

This Agreement is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Each party shall, during the course of performance of this Agreement, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

SECTION 18. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

SECTION 20. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 21. CERTIFICATION OF EXECUTION

Owner hereby warrants and represents that the person or persons signing and executing this Agreement on behalf of Owner, have been duly authorized by Owner to execute this Agreement on behalf of Owner and to validly and legally bind Owner to all terms, performances and provisions herein set forth.

SECTION 22. ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by the parties.

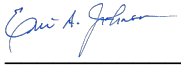
[SIGNATURE PAGE FOLLOWS]

EXECUTED and effective as of February 24, 2021, by the City, signing by and through its City Manager, authorized to execute same by Resolution Nos. 21-0444 and 21-0616 adopted by the City Council on February 24, 2021, and April 14, 2021, respectively; and by Owner, acting through its authorized officials.

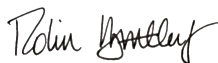
APPROVED AS TO FORM:
CHRISTOPHER J. CASO
City Attorney

CITY OF DALLAS
T.C. BROADNAX
City Manager

By: 
Assistant City Attorney

By: 
Dr. Eric Johnson
Chief of Economic Development &
Neighborhood Services

RECOMMENDED BY DIRECTOR:


Robin Bentley
Office of Economic Development

OWNER:
DIGITAL REALTY TRUST, L.P.
acting through its sole general partner,
Digital Realty Trust, Inc.,

By: 
[A William Stein \(Sep 21, 2021 11:08 MDT\)](#)
A. William Stein
Chief Executive Officer

DIGITAL – BRYAN STREET PARTNERSHIP, L.P.
Acting through its general partner,
DRT-Bryan Street, LLC, acting through its member,
Digital Realty Trust, L.P., acting through its general partner,
Digital Realty Trust, Inc.

By: 
[A William Stein \(Sep 21, 2021 11:08 MDT\)](#)
A. William Stein
Chief Executive Officer

Attachments:

**Authorizing Resolution Nos. 21-0004 Approved February 24, 2021 and 21-0616
Approved on April 14, 2021**

Exhibit A – Legal Description of the Property – 2323 Bryan Street (Univision Tower)

Exhibit B – Map Showing the Location of the Property

Exhibit C – Description of the Kind, Number, Location and Costs of the Improvements

Exhibit D – City of Dallas Business Inclusion and Development Program

Exhibit E – Certification Regarding Undocumented Workers

Exhibit A- Legal Description

LEGAL DESCRIPTION (TRACT I)

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas (D.R.D.C.T.), said tract also being all of Tract 1-Parcel 1 described in deed to Digital-Bryan Street Partnership, as recorded in Volume 2004221, Page 1324, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), said tract includes that portion of Federal Street abandoned by City of Dallas Ordinance No. 17025, as recorded in Volume 81156, Page 2534, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at an "X" cut in concrete for an east corner of said Lot 7A, said point being the northerly most corner of a corner clip located at the intersection of the southwesterly right-of-way line of Leonard Street (variable width right-of-way) and the northwesterly right-of-way line of Bryan Street (variable width right-of-way);

THENCE South 19 degrees 53 minutes 58 seconds West, along said corner clip, a distance of 5.50 feet to a PK nail set for the southerly corner of said corner clip in the northwesterly line of said Bryan Street;

THENCE South 44 degrees 37 minutes 22 seconds West, along the southeasterly line of said Lot 7A and the said northwesterly right-of-way line of Bryan Street, a distance of 137.84 feet to an "X" in concrete set for a south corner of said Lot 7A, said point being the easterly most corner of a corner clip located at the intersection of said northwesterly line of Bryan Street and the northeasterly right-of-way line of Crockett Street (variable width right-of-way);

THENCE South 88 degrees 32 minutes 05 seconds West, along said corner clip, a distance of 14.41 feet to an "X" cut in concrete set for a south corner of said Lot 7A in the northeasterly line of said Crockett Street;

THENCE North 47 degrees 33 minutes 13 seconds West, along the common southwesterly line of said Lot 7A and the said northeasterly line of Crockett Street, a distance of 134.12 feet to an "X" in concrete found for corner;

THENCE North 39 degrees 28 minutes 17 seconds West, continuing along said common line, a distance of 21.41 feet to an "X" in concrete found for corner;

THENCE North 45 degrees 29 minutes 31 seconds West, continuing along said common line, a distance of 70.95 feet to an "X" in concrete found for the west corner of said Lot 7A and the south corner of a 0.6717 acre tract of land described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, O.P.R.D.C.T.;

THENCE North 44 degrees 26 minutes 47 seconds East, departing said Crockett Street and along the northwesterly line of said Lot 7A and the southeasterly line of said Digital 717 Leonard, L.P. tract, a distance of 155.75 feet to a found PK nail for the north corner of said Lot 7A and the east corner of said Digital 717 Leonard, L.P. tract, said point being in the aforementioned southwesterly line of Leonard Street;

THENCE South 45 degrees 29 minutes 48 seconds East, along the common northeasterly line of said Lot 7A and the said southwesterly line of Leonard Street, a distance of 234.43 feet to the POINT OF BEGINNING AND CONTAINING 36,754 square feet or 0.8438 acres of land, more or less.

LEGAL DESCRIPTION (TRACT II) "Parking Facility"

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Tract I ("Parking Facility") described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

Exhibit A- Legal Description

BEGINNING at a PK nail found on the southwesterly right-of-way line of Leonard Street (variable width right-of-way), for the east corner of "Parking Facility" tract and the north corner of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas;

THENCE South 44 degrees 26 minutes 47 seconds West, departing said southwesterly right-of-way line and along the southeasterly line of said "Parking Facility" tract and the northwesterly line of said Lot 7A, a distance of 155.75 feet to an "X" cut in concrete found for the south corner of said "Parking Facility" tract and the west corner of said Lot 7A, said point being in the northeasterly right-of-way line of Crockett Street (variable width right-of-way);

THENCE North 45 degrees 29 minutes 31 seconds West, along the common southwesterly line of said "Parking Facility" tract and northeasterly line of said Crockett Street, a distance of 27.05 feet to an "X" cut in concrete set for corner;

THENCE South 44 degrees 26 minutes 47 seconds West, continuing along said common line, a distance of 4.59 feet to an "X" in concrete set for corner;

THENCE North 46 degrees 15 minutes 58 seconds West, continuing along said common line, a distance of 155.43 feet to a point for the west corner of said "Parking Facility" tract, from which an "X" cut found in concrete for the south corner of a tract of land described in deed to Spire Development Holding, LLC, as recorded in Instrument No. 201000151188, O.P.R.D.C.T., bears North 46 degrees 15 minutes 58 seconds West, 0.15 feet;

THENCE North 44 degrees 05 minutes 44 seconds East, along the northwesterly line of said "Parking Facility" tract, a distance of 161.13 feet to a PK nail found for the north corner of said "Parking Facility" tract, said point also being the westerly corner of the "Dedication Area" tract described in said deed to Digital 717 Leonard, L.P.;

THENCE South 45 degrees 54 minutes 16 seconds East, along the common northeasterly line of said "Parking Facility" tract and southwesterly line of said "Dedication Area" tract, a distance of 183.46 feet to the POINT OF BEGINNING AND CONTAINING 29,256 square feet or 0.6716 acres of land, more or less.

LEGAL DESCRIPTION (TRACT III) "Dedication Area"

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Tract II ("Dedication Area") described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a PK nail found on the southwesterly right-of-way line of Leonard Street (variable width right-of-way), for the south corner of said "Dedication Area", also being the east corner of the "Parking Facility" tract described in said deed to Digital 717 Leonard, L.P., and the north corner of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas;

THENCE North 45 degrees 54 minutes 16 seconds West, along the common northeasterly line of said "Parking Facility" tract and southwesterly line of said "Dedication Area" tract, a distance of 183.46 feet to a PK nail found for corner;

THENCE North 44 degrees 05 minutes 44 seconds East, departing said common line and along the northwesterly line of said "Dedication Area" tract, a distance of 11.28 feet to the northerly corner of said "Dedication Area", from which a found PK nail with a "Pacheco Koch" shiner for the easterly corner of a tract of land described in deed to Spire Development Holding, LLC, recorded in Instrument No. 201000151188, O.P.R.D.C.T., bears North 17 degrees 13 minutes 50 seconds West, 0.15 feet, said point also being on the aforementioned southwesterly line of Leonard Street;

Exhibit A- Legal Description

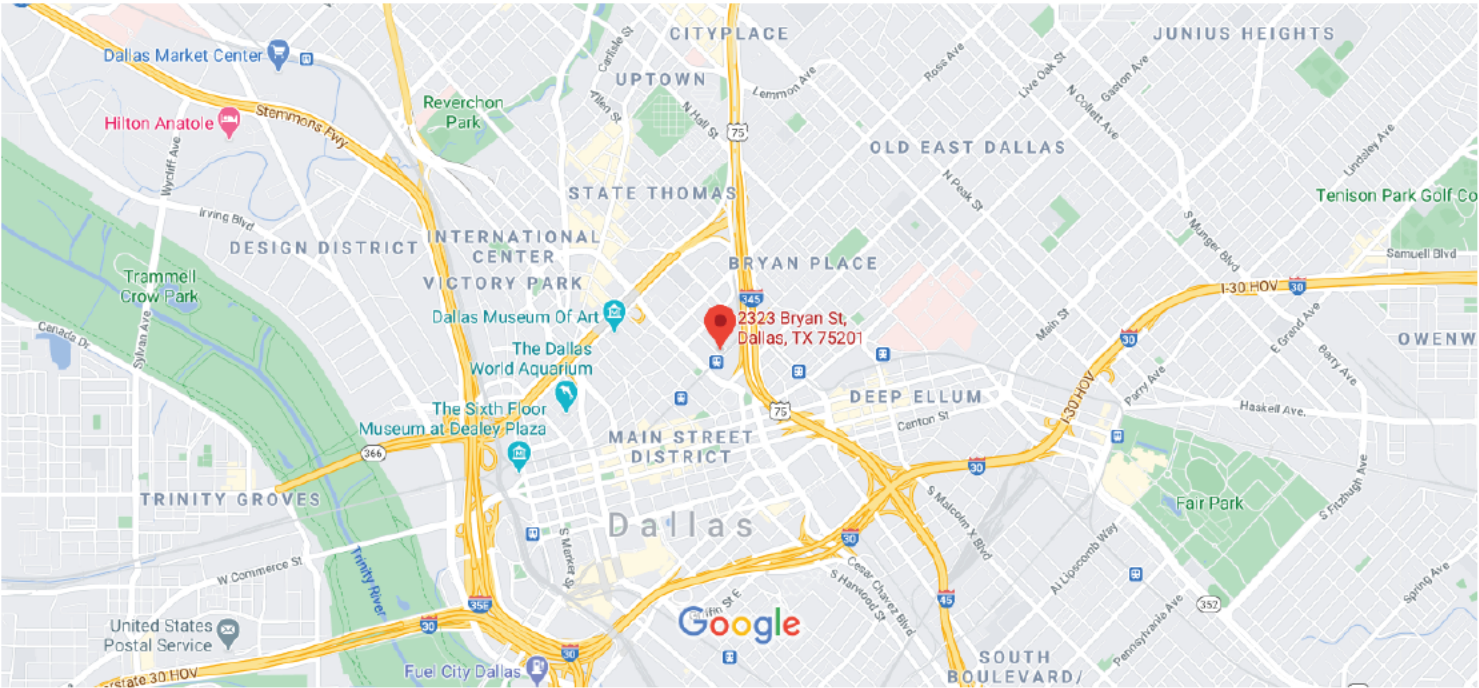
THENCE South 45 degrees 43 minutes 38 seconds East, along the common northeasterly line of said "Dedication Area" and southwesterly line of said Leonard Street, a distance of 156.47 feet to a PK nail found for corner;

THENCE North 44 degrees 26 minutes 47 seconds East, continuing along said common line, a distance of 2.58 feet to a PK nail found for corner;

THENCE South 45 degrees 30 minutes 10 seconds East, continuing along said common line, a distance of 27.05 feet to the easterly corner of said "Dedication Area";

THENCE South 44 degrees 26 minutes 47 seconds West, along the southeasterly line of said "Dedication Area", a distance of 13.19 feet to the POINT OF BEGINNING AND CONTAINING 2,086 square feet or 0.0479 acres of land, more or less.

Exhibit B - Map



2000 ft

Capital Investment

Year	Data Center	Office	Common Areas	Total
2021	\$21.9	\$4.8	\$1.2	\$27.8
2022	\$0.6	\$5.0	\$1.2	\$6.8
2023	\$44.6	\$0.0	\$0.0	\$44.6
2024	\$0.5	\$0.0	\$0.0	\$0.6
2025	\$20.0	\$4.8	\$0.0	\$24.8
	\$87.5	\$14.7	\$2.4	\$104.5

Note: Common Areas = Elevators (\$0.9), Parking Garage (\$1.0) and Lobby (\$0.5).

Of Which, Estimated Total Business Personal Property Spending (BPP)

Year	Data Center	Office	Total
2021	\$4.6	\$1.6	\$6.2
2022	\$0.0	\$1.7	\$1.7
2023	\$4.6	\$0.0	\$4.6
2024	\$0.0	\$0.0	\$0.0
2025	\$3.1	\$1.6	\$4.7
	\$12.3	\$5.0	\$17.3

Of Which, BPP Spending - Data Center

Year	Power	Cooling	IT	Total
2021	\$3.31	\$1.14	\$0.15	\$4.59
2022	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$3.62	\$0.94	\$0.04	\$4.60
2024	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$2.14	\$0.94	\$0.04	\$3.12
	\$9.07	\$3.02	\$0.22	\$12.32

Definitions

Power = Generators, Switchgear, Transformers, Uninterruptible Power Supplies (UPS),

Power Distribution Units (PDUs) and Static Transfer Switches.

Cooling = Computer Room Air Handlers (CRAHs) and Air Cooled Chillers.

IT = IT equipment for Building Maintenance Systems (BMS), Security and Networking.

Of Which, BPP Spending - Office

Year	Furniture	Equipment	Other	Total
2021	\$0.87	\$0.64	\$0.12	\$1.63
2022	\$0.91	\$0.67	\$0.13	\$1.71
2023	\$0.00	\$0.00	\$0.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$0.87	\$0.64	\$0.12	\$1.63
	\$2.64	\$1.96	\$0.37	\$4.97

Definitions

Furniture = Workstations, Hotel Stations, Executive and Standard Office Fixtures,

Chairs and Conference Tables.

Equipment = Telephone, IT, A/V, Appliances, Cabling and Security

Other = Signage and Graphics.



Exhibit D

Business Inclusion and Development Policy

Business Inclusion and Development (BID) Policy Statement

It is the policy of the City of Dallas to involve certified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, general services, and professional services contracts. It is the policy of the City of Dallas to encourage the growth and development of M/WBEs that can successfully compete for contracting opportunities. The City and its contractors shall not discriminate on the basis of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance in the award and performance of contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development (BID) Policy for all City of Dallas contracts.

Scope of BID Policy

The BID Policy shall apply to all contracts for the purchase of goods or services over \$50,000 with special emphasis on those contracts with first tier subcontracting opportunities. The provision of the BID Policy takes precedence over any departmental plans or procedures in conflict herewith, except for specific requirements mandated by the terms or conditions of agreements in force between the City and the Federal Government or the State of Texas that require different procedures than those described in the BID Policy.

BID Policy Objectives

The objectives of the BID Policy are to:

- promote inclusion of M/WBEs by providing equal opportunity for participating in City construction, general services and professional services contracts
- provide procedures for monitoring, enforcement, and compliance with M/WBE requirements
- provide conditions for growth and development of M/WBEs by providing training and access to business resources and opportunities
- promote diverse competition through marketing initiatives on all City contracts for the purchase of goods or services over \$50,000

Administration of the BID Policy

The City Manager will take all usual and legal administrative actions necessary to implement the BID Policy and is ultimately responsible for the administration of the BID Policy.

The City Manager is designated to serve as the City's M/WBE Liaison Officer for the BID Policy. The Liaison Officer is responsible for implementing, coordinating, and managing the BID Policy. The M/WBE Liaison Officer has designated the Business and Workforce Inclusion (BWI) division of the Office of Economic Development to be responsible for the following:

- Developing, managing, implementing, and evaluating the BID Policy
- Disseminating information related to business opportunities
- Maintaining and providing a directory of certified* M/WBE vendors
- Maintaining and providing a directory of registered City of Dallas vendors
- Tracking and monitoring M/WBE participation including subcontractor utilization with emphasis on subcontractor utilization post council award
- Tracking and monitoring payments to prime contractors from the City and payments from prime contractors to subcontractors with emphasis on prompt payment as outlined in Government Code Section 2251.022
- Granting evaluation points to encourage a meaningful inclusion of M/WBE participation in response to proposals estimated to be more than \$250,000.
- Advising prospective contractors/proposers on Business Inclusion and Development compliance requirements
- Communicating M/WBE goals and BID compliance requirements
- Maintaining and submitting accurate and current reports on M/WBE performance
- Providing opportunities for networking among contractors and firms
- Creating programs that build the capacity of M/WBEs
- Creating programs that result in diverse competition on City contracts

* The City of Dallas is a member of the North Central Texas Regional Certification Agency (NCTRCA), Dallas Fort Worth Minority Supplier Diversity Council (DFWMSDC), and Women Business Council-Southwest (WBC).

BID Policy Procedures to Ensure Equal Opportunity

BWI will facilitate participation of M/WBEs in construction, general services and professional services contracts. To ensure compliance with the BID Policy, at a minimum, BWI will:

- Conduct outreach functions to communicate contracting and procurement opportunities and procedures
- Provide education and assistance services related to starting, maintaining, and growing a business through the Broadening Urban Investment to Leverage Dallas (B.U.I.L.D.) ecosystem

- Explain Business Inclusion and Development compliance procedures
- Encourage prime and subcontracting relationships
- Encourage joint ventures and teaming agreements
- Communicate the City's M/WBE goals and Business Inclusion and Development requirements
- Maintain and distribute a directory of certified and registered M/WBEs
- Review Business Inclusion and Development documentation to ensure compliance with the BID Policy
- Review specifications for large contracts prior to the issuance of a request for proposal or request for a bid to determine and/or identify unbundling opportunities to increase M/WBE participation
- Review project specifications for opportunities to remove barriers and restrictive language
- Perform regular site visits based on project type, award amount or stakeholder concerns to ensure compliance with BID Policy
- Monitor compliance of prime contractors and subcontractors and recommend measures to deal with prime and sub-contractors deemed to be non-compliant with BID Policy criteria
- Develop an owner-controlled insurance policy owned by the City of Dallas
- Maintain a public sector group to provide recommendations on industry best practices focusing on new programs, small business resources, and contracting opportunities that have historically been overlooked

BID Policy Certification of M/WBEs

The City of Dallas is a member of the North Central Texas Regional Certification Agency (NCTRCA), Dallas Fort Worth Minority Supplier Diversity Council (DFWMSDC), and Women Business Council-Southwest (WBC). These agencies certify M/WBE ownership and control and provide M/WBE certification services for the City of Dallas. The City reserves the right to accept M/WBE certifications issued by other certifying organizations or agencies that use the same or similar certification criteria as the certification agencies listed above. Self-certification does not meet the City's M/WBE certification requirements. Dallas also recognizes Native American-owned businesses with tribal cards associated with that business as M/WBE.

BID Policy Other Provisions

In addition to this goal-based policy, it is the preference of the City of Dallas for the workforce of its contractors to be reflective of the diversity of the residents of the City of Dallas. In accordance with Chapter 15B of the Dallas City Code, awardees of construction contracts involving the expenditure of more than \$10,000 and awardees for the procurement of goods and services involving an expenditure of more than \$50,000 are required to incorporate an equal employment opportunity clause which provides that the contractor shall not discriminate against any employer or applicant for employees because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. The City reserves the right to request

a contractor's affirmative action plan or equal opportunity plan. In addition, if the contractor plans to hire additional staff to complete the contract, the City reserves the right to request a local hiring plan.

The BID Policy or the diverse workforce preference is not to be construed to require the City of Dallas to award a contract to anyone other than the lowest responsible bidder or most advantageous proposer. The BID Policy is also not to be construed to require contractors/proposers to award subcontracts/sub-proposals to or make significant material purchases from M/WBEs who do not submit the lowest responsible sub-bid.

Before award of a contract, the City of Dallas will require bidders/proposers to document good faith efforts to meet established goals.

Failure to adequately document a good faith effort to obtain M/WBE participation may result in award to the next-lowest bidder or advantageous proposer.

Failure to utilize M/WBEs listed in Business Inclusion and Development forms without properly documenting and explaining the change will be deemed as non-compliant and will result in non-compliance actions and will be considered in future awards.

Upon receipt of each payment from the City of Dallas, the awarded vendor is required to report payment data in the City's contract compliance system. Sub-contractors will be prompted to confirm payment data as reported by the prime in the City's contract compliance system.

The City of Dallas maintains the option to waive BID Policy criteria where there is no opportunity or availability for M/WBE inclusion.

The City Manager's Office is responsible for procedures and processes related to the administration of this Policy.

BID Policy Goals

Construction	32.00%
Architectural & Engineering	34.00%
Professional Services	38.00%
Other Services	N/A
Goods	32.00%

EXHIBIT E

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provided pursuant to this agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, "Public Subsidies" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, "Undocumented worker" means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United States; or
- (B) authorized under law to be employed in that manner in the United States.

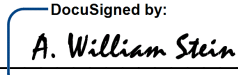
(2) Pursuant to V.T.C.A Government Code § 2264.053 (Vernon 2007), if, after receiving the Public Subsidies provided herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest accruing from the date of the violation on which the conviction is based at the prime rate as published in the *Wall Street Journal* on the date of the Dallas City Council's initial approval of the agreement. Repayment shall be made not later than the 120th day after the date the City notifies the business of the violation. As provided by Section 2264.101(c) of the Texas Government Code, Developer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264 (Vernon 2007).

GRANTEE:

DIGITAL REALTY TRUST, L.P.,
a Maryland limited partnership

By: DIGITAL REALTY TRUST, INC.,
its sole general partner

By: 
A. William Stein
Chief Executive Officer

February 24, 2021

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, it is in the interest of the City of Dallas to support and secure the expansions and relocations of business operations within the City of Dallas and the economic vitality and employment opportunities that these business operations bring for Dallas residents; and

WHEREAS, the proposed project will not occur within the City of Dallas without an offer of economic development incentives from the City of Dallas; and

WHEREAS, pursuant to Resolution No. 20-1972 approved by the City Council on December 9, 2020, the City: (1) authorized the continuation of its Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code; and

WHEREAS, the proposed project complies with the City's Public/Private Partnership Program – Guidelines and Criteria; and

WHEREAS, consistent with the authority granted under the Tax Abatement Act and the City's Public/Private Partnership Program - Guidelines and Criteria, staff recommends that the City enter into a business personal property tax abatement agreement and provide this incentive as a part of the City's ongoing program to promote local economic development and to stimulate business and commercial activity in the city; and

WHEREAS, a notice to consider approval of a business personal property tax abatement agreement with Digital Realty Trust, L.P. ("Digital") was publicly posted at least 30 days prior to this resolution's date in accordance with Section 312.207 of the Texas Tax Code; and

WHEREAS, the City desires to enter into a business personal property tax abatement agreement with Digital for the added value to net new business personal property located within the City of Dallas as further described by the map attached as **Exhibit A (Map)** and by the metes and bounds legal description attached as **Exhibit B (Metes and Bounds - Legal Description)**; and

WHEREAS, the City desires to enter into a Chapter 380 Economic Development Grant Agreement with Digital to promote economic development, stimulate private sector investment, encourage job creation, and grow the tax base in the City of Dallas.

February 24, 2021

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the City Manager is hereby authorized to execute a business personal property tax abatement agreement and a Chapter 380 Economic Development Grant agreement in an amount not to exceed \$200,000.00 with Digital Realty Trust, L.P. or an affiliate thereof, approved as to form by the City Attorney, in consideration for job creation and a multiphase expansion and renovation of Digital's offices located at 2323 Bryan Street, Dallas, Texas.

SECTION 3. That at least seven days prior to the execution of the tax abatement agreement, notice of the City's intention to enter into the tax abatement agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the business personal property that is the subject of this agreement.

SECTION 4. That the approval and execution of the business personal property tax abatement agreement by the City is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

SECTION 5. That the business personal property subject to the tax abatement agreement will be located on the real property depicted on the attached site map **Exhibit A** (map) and is more particularly described by **Exhibit B** (metes and bounds legal description).

SECTION 6. That the City of Dallas shall provide Digital a five-year abatement of the added value to business personal property in an amount equal to the City's taxes assessed on 50% of the value of Digital's new tangible business personal property investment at 2323 Bryan Street facility.

- (a) The business personal property abatement period will begin on or before January 1, 2026.
- (b) A description of the kind, number, location, and costs of all proposed business personal property to be placed in service on the Property shall be provided to the City's Director of the Office of Economic Development ("Director") by Digital.
- (c) None of the property subject to the business personal property tax abatement is owned or leased by a member of the City Council of the City of Dallas or by a member of the City Plan Commission.

SECTION 6. (continued)

- (d) The business personal property tax abatement will only be applicable to the business personal property owned by Digital located entirely within City of Dallas

SECTION 7. That the Chapter 380 economic development job grant shall be valued at up to \$1,000.00 per net new permanent full-time Digital job that is created by December 31, 2023 in an amount not to exceed \$200,000.00.

SECTION 8. That the incentive agreement shall include, among other provisions, the following:

- (a) Digital shall relocate and/or create a minimum of 143 full-time jobs at the Dallas site by December 31, 2025 with a minimum average annual salary of \$120,000.00. The average annual salary does not include benefits, bonuses, overtime or other non-salary items. Additionally, once those jobs are created, Digital shall continually maintain at least 200 total jobs in Dallas earning the minimum average annual salary through December 31, 2030.
- (b) Digital shall invest a minimum of \$104 million in capital expenditures as follows:
- \$87.5 million for the data center upgrades;
 - \$14.7 million in office upgrades; and
 - \$2.4 million in updates to the common areas to include the parking garage, elevators, and lobby.
- (c) From the date of the payment of the grant through December 31, 2030, a minimum of 35% of all Digital employees at the 2323 Bryan Street property shall be residents of the City of Dallas. Digital shall provide a written report to the Director outlining the type of skills and jobs that will be available at Digital, so that the City may play an active role in coordinating with community partners to support filling the local jobs. Such communication shall be provided to the City no later than December 21, 2022.
- (d) Digital will conduct or participate in two job fairs by December 31, 2023, at locations in the City of Dallas approved by the Director to facilitate the recruitment and hiring of residents of the City of Dallas.

February 24, 2021**SECTION 8.** (continued)

- (e) Digital shall make best efforts to execute agreements with Dallas Independent School District (DISD) and Richardson Independent School District (RISD) by December 31, 2021, to participate as an Industry Partner in the Pathway to Technology Early College High School (P-TECH) programs of each Independent School District.
- (f) Digital shall undertake a good-faith effort to comply with the City's Business Inclusion and Development goal of 32% participation by Minority/Women-owned Business Enterprises for construction and construction-related expenditures incurred by Digital or any affiliate thereof in Dallas.
- (g) Digital shall, upon request, provide staff from the Office of Economic Development access to its office to review all records and documents related to the obligations contained herein to monitor compliance with the City incentive agreement.
- (h) Digital shall provide written annual reports to the Office of Economic Development regarding compliance with the City incentive agreement.
- (i) Failure to comply with the terms of the incentive agreement may result in recapture and/or repayment of the incentives.
- (j) The Director, in his or her sole discretion, may extend any of the completion deadlines for up to six months.
- (k) In the event of a force majeure, Digital shall, in writing, notify Director of such an event. Director shall make a decision as to whether a force majeure event under the terms of this Agreement is occurring within 30 days of notice from Digital. A force majeure event pauses a party's performance obligation for the duration of the event, the termination of the event being determined solely by the Director, but does not excuse it. After the termination of the force majeure event, all deadlines occurring during the force majeure event shall be extended pursuant to the length of the force majeure event.

SECTION 9. That the incentive agreement is designated as Contract No. ECO-2021-00015619.

SECTION 10. That the Chief Financial Officer is hereby authorized to disburse Chapter 380 Economic Development grant funds to Digital Realty Trust, L.P. or an affiliate thereof in an amount not to exceed \$200,000.00 in accordance with all the terms and conditions of the grant agreement from the Public Private Partnership Fund, Fund 0352, Department. ECO, Unit W675, Object 3016, Activity PPPF, Contract/Encumbrance No. ECO-2021-00015619, Vendor VC22765.

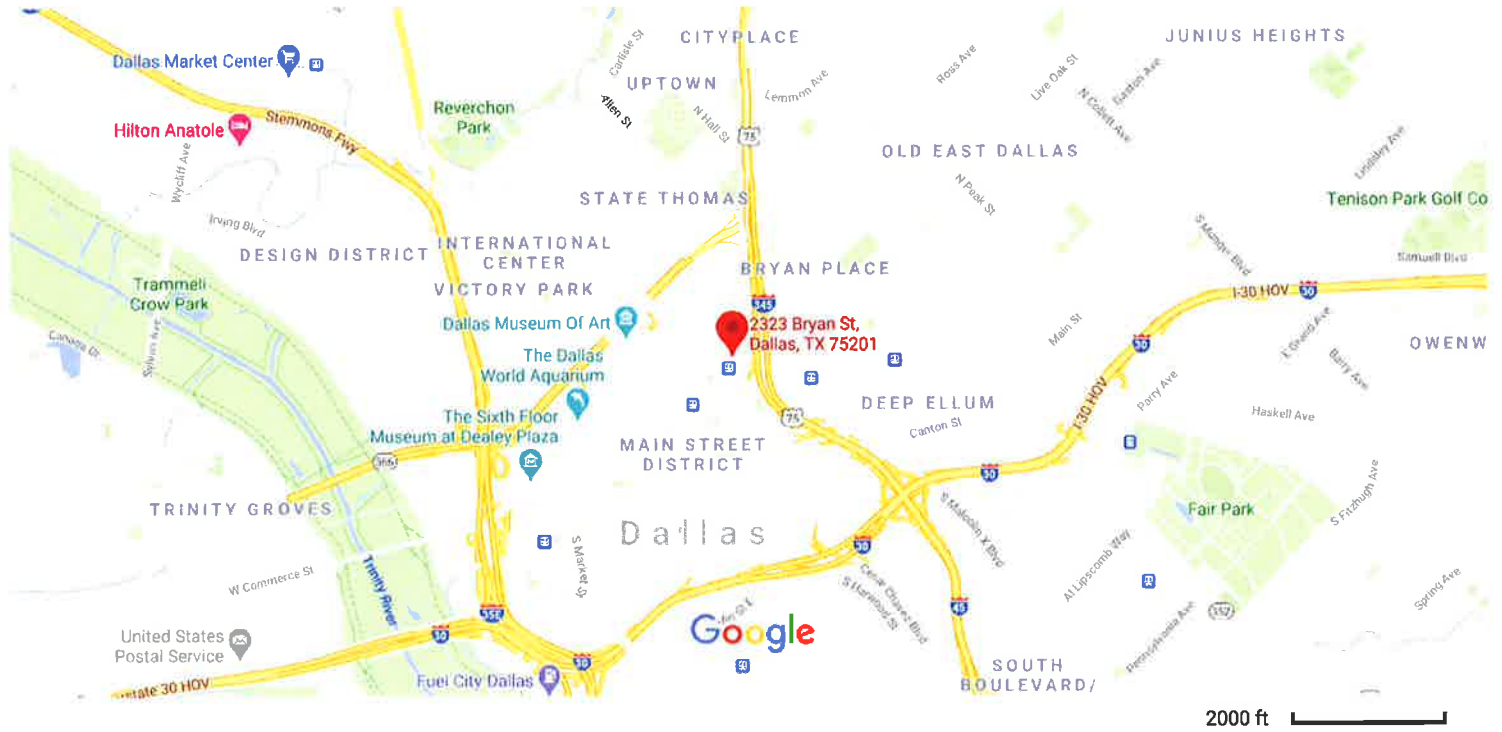
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February 24, 2021

SECTION 11. That the business personal property abatement and Chapter 380 grant are personal to Digital and cannot be sold or assigned to non-affiliated companies without written approval by the Director.

SECTION 12. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.





LEGAL DESCRIPTION (TRACT I)

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas (D.R.D.C.T.), said tract also being all of Tract 1-Parcel 1 described in deed to Digital-Bryan Street Partnership, as recorded in Volume 2004221, Page 1324, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), said tract includes that portion of Federal Street abandoned by City of Dallas Ordinance No. 17025, as recorded in Volume 81156, Page 2534, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at an "X" cut in concrete for an east corner of said Lot 7A, said point being the northerly most corner of a corner clip located at the intersection of the southwesterly right-of-way line of Leonard Street (variable width right-of-way) and the northwesterly right-of-way line of Bryan Street (variable width right-of-way);

THENCE South 19 degrees 53 minutes 58 seconds West, along said corner clip, a distance of 5.50 feet to a PK nail set for the southerly corner of said corner clip in the northwesterly line of said Bryan Street;

THENCE South 44 degrees 37 minutes 22 seconds West, along the southeasterly line of said Lot 7A and the said northwest right-of-way line of Bryan Street, a distance of 137.84 feet to an "X" in concrete set for a south corner of said Lot 7A, said point being the easterly most corner of a corner clip located at the intersection of said northwesterly line of Bryan Street and the northeasterly right-of-way line of Crockett Street (variable width right-of-way);

THENCE South 88 degrees 32 minutes 05 seconds West, along said corner clip, a distance of 14.41 feet to an "X" cut in concrete set for a south corner of said Lot 7A in the northeasterly line of said Crockett Street;

THENCE North 47 degrees 33 minutes 13 seconds West, along the common southwesterly line of said Lot 7A and the said northeasterly line of Crockett Street, a distance of 134.12 feet to an "X" in concrete found for corner;

THENCE North 39 degrees 28 minutes 17 seconds West, continuing along said common line, a distance of 21.41 feet to an "X" in concrete found for corner;

THENCE North 45 degrees 29 minutes 31 seconds West, continuing along said common line, a distance of 70.95 feet to an "X" in concrete found for the west corner of said Lot 7A and the south corner of a 0.6717 acre tract of land described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, O.P.R.D.C.T.;

THENCE North 44 degrees 26 minutes 47 seconds East, departing said Crockett Street and along the northwesterly line of said Lot 7A and the southeasterly line of said Digital 717 Leonard, L.P. tract, a distance of 155.75 feet to a found PK nail for the north corner of said Lot 7A and the east corner of said Digital 717 Leonard, L.P. tract, said point being in the aforementioned southwesterly line of Leonard Street;

THENCE South 45 degrees 29 minutes 48 seconds East, along the common northeasterly line of said Lot 7A and the said southwesterly line of Leonard Street, a distance of 234.43 feet to the POINT OF BEGINNING AND CONTAINING 36,754 square feet or 0.8438 acres of land, more or less.

LEGAL DESCRIPTION (TRACT II) "Parking Facility"

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Tract I ("Parking Facility") described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a PK nail found on the southwesterly right-of-way line of Leonard Street (variable width right-of-way), for the east corner of "Parking Facility" tract and the north corner of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas;

THENCE South 44 degrees 26 minutes 47 seconds West, departing said southwesterly right-of-way line and along the southeasterly line of said "Parking Facility" tract and the northwesterly line of said Lot 7A, a distance of 155.75 feet to an "X" cut in concrete found for the south corner of said "Parking Facility" tract and the west corner of said Lot 7A, said point being in the northeasterly right-of-way line of Crockett Street (variable width right-of-way);

THENCE North 45 degrees 29 minutes 31 seconds West, along the common southwesterly line of said "Parking Facility" tract and northeasterly line of said Crockett Street, a distance of 27.05 feet to an "X" cut in concrete set for corner;

THENCE South 44 degrees 26 minutes 47 seconds West, continuing along said common line, a distance of 4.59 feet to an "X" in concrete set for corner;

THENCE North 46 degrees 15 minutes 58 seconds West, continuing along said common line, a distance of 155.43 feet to a point for the west corner of said "Parking Facility" tract, from which an "X" cut found in concrete for the south corner of a tract of land described in deed to Spire Development Holding, LLC, as recorded in Instrument No. 201000151188, O.P.R.D.C.T., bears North 46 degrees 15 minutes 58 seconds West, 0.15 feet;

THENCE North 44 degrees 05 minutes 44 seconds East, along the northwesterly line of said "Parking Facility" tract, a distance of 161.13 feet to a PK nail found for the north corner of said "Parking Facility" tract, said point also being the westerly corner of the "Dedication Area" tract described in said deed to Digital 717 Leonard, L.P.;

THENCE South 45 degrees 54 minutes 16 seconds East, along the common northeasterly line of said "Parking Facility" tract and southwesterly line of said "Dedication Area" tract, a distance of 183.46 feet to the POINT OF BEGINNING AND CONTAINING 29,256 square feet or 0.6716 acres of land, more or less.

LEGAL DESCRIPTION (TRACT III) "Dedication Area"

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Tract II ("Dedication Area") described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a PK nail found on the southwesterly right-of-way line of Leonard Street (variable width right-of-way), for the south corner of said "Dedication Area", also being the east corner of the "Parking Facility" tract described in said deed to Digital 717 Leonard, L.P., and the north corner of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas;

THENCE North 45 degrees 54 minutes 16 seconds West, along the common northeasterly line of said "Parking Facility" tract and southwesterly line of said "Dedication Area" tract, a distance of 183.46 feet to a PK nail found for corner;

THENCE North 44 degrees 05 minutes 44 seconds East, departing said common line and along the northwesterly line of said "Dedication Area" tract, a distance of 11.28 feet to the northerly corner of said "Dedication Area", from which a found PK nail with a "Pacheco Koch" shiner for the easterly corner of a tract of land described in deed to Spire Development Holding, LLC, recorded in Instrument No. 201000151188, O.P.R.D.C.T., bears North 17 degrees 13 minutes 50 seconds West, 0.15 feet, said point also being on the aforementioned southwesterly line of Leonard Street;

THENCE South 45 degrees 43 minutes 38 seconds East, along the common northeasterly line of said "Dedication Area" and southwesterly line of said Leonard Street, a distance of 156.47 feet to a PK nail found for corner;

THENCE North 44 degrees 26 minutes 47 seconds East, continuing along said common line, a distance of 2.58 feet to a PK nail found for corner;

THENCE South 45 degrees 30 minutes 10 seconds East, continuing along said common line, a distance of 27.05 feet to the easterly corner of said "Dedication Area";

THENCE South 44 degrees 26 minutes 47 seconds West, along the southeasterly line of said "Dedication Area", a distance of 13.19 feet to the POINT OF BEGINNING AND CONTAINING 2,086 square feet or 0.0479 acres of land, more or less.

April 14, 2021

WHEREAS, the City of Dallas (the "City") recognizes the importance of its role in local economic development; and

WHEREAS, the use of economic development incentives is an important tool in attracting economic and business development to Dallas, and it is in the interest of the City to support and secure the retention and expansion of business operations within the city of Dallas and the economic vitality and employment opportunities that these business operations bring for Dallas residents; and

WHEREAS, Title 12 of the Local Government Code, Section 378.002 requires that the creation of the City of Dallas Neighborhood Empowerment Zone No. 18 ("City of Dallas NEZ No. 18") promote: (1) the creation or rehabilitation of affordable housing in the zone, or (2) an increase in economic development in the zone, or (3) an increase in the quality of social services, education or public safety provided to the residents of the zone; and

WHEREAS, the City finds that the creation of City of Dallas NEZ No. 18 will promote an increase in economic development in the zone by promoting job creation and additional business activity at this Dallas location; and

WHEREAS, the City finds that the creation of the City of Dallas NEZ No.18 benefits the public and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and

WHEREAS, the City finds that the creation of the zone satisfies the requirements of the Property Redevelopment and Tax Abatement Act Section 312.202 in that the creation of the zone is reasonably likely as a result of the 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 and that would contribute to the economic development of the municipality; and

WHEREAS, on February 24, 2021, City Council approved Resolution No. 21-0444 authorizing the City Manager to execute an economic development agreement with Digital Realty Trust, L.P. ("Digital"), granting a business personal property tax abatement and a Chapter 380 Economic Development Grant in consideration for and a multiphase expansion and renovation of Digital's offices located at 2323 Bryan Street, Dallas, Texas; and

WHEREAS, City of Dallas NEZ No. 18 is being created for the purpose of facilitating the business personal property tax abatement approved pursuant to Resolution No. 21-0444; and

April 14, 2021

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

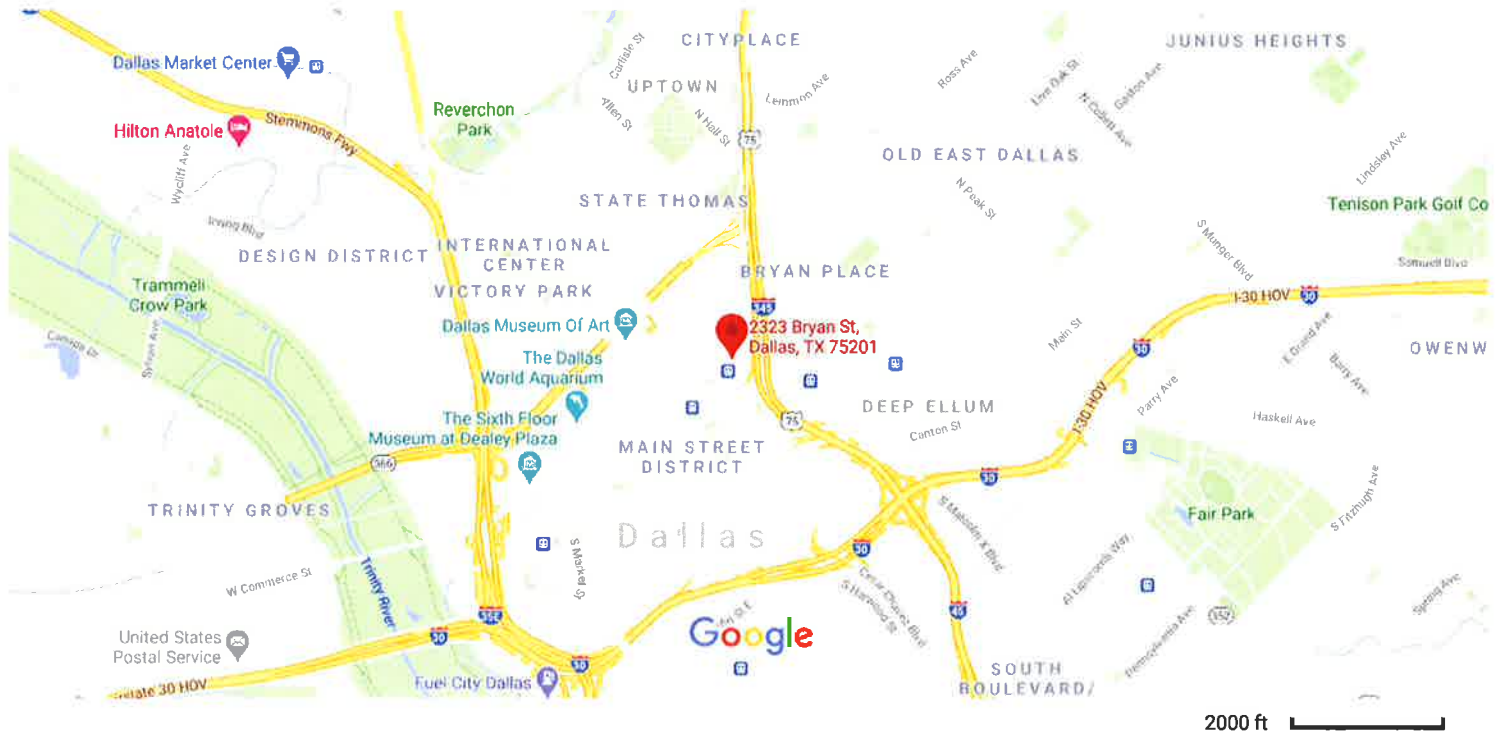
SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That City Council hereby authorizes a resolution designating the property depicted by the **Exhibit A (Map)** as City of Dallas Neighborhood Empowerment Zone No. 18, pursuant to Chapter 378 of the Texas Local Government Code, to promote an increase in economic development in the zone, establish boundaries of the zone, and provide for an effective date.

SECTION 3. That the City of Dallas NEZ No. 18 is hereby created as defined by the **Exhibit A (Map)** and **Exhibit B (Metes and Bounds Legal Description)**, and that the business personal property subject to the economic development agreement authorized by Resolution No. 21-0444 shall be located entirely within City of Dallas NEZ No. 18.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.





LEGAL DESCRIPTION (TRACT I)

BEING a tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, and being all of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas (D.R.D.C.T.), said tract also being all of Tract 1-Parcel 1 described in deed to Digital-Bryan Street Partnership, as recorded in Volume 2004221, Page 1324, Official Public Records Dallas County, Texas (O.P.R.D.C.T.), said tract includes that portion of Federal Street abandoned by City of Dallas Ordinance No. 17025, as recorded in Volume 81156, Page 2534, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at an "X" cut in concrete for an east corner of said Lot 7A, said point being the northerly most corner of a corner clip located at the intersection of the southwesterly right-of-way line of Leonard Street (variable width right-of-way) and the northwesterly right-of-way line of Bryan Street (variable width right-of-way);

THENCE South 19 degrees 53 minutes 58 seconds West, along said corner clip, a distance of 5.50 feet to a PK nail set for the southerly corner of said corner clip in the northwesterly line of said Bryan Street;

THENCE South 44 degrees 37 minutes 22 seconds West, along the southeasterly line of said Lot 7A and the said northwest right-of-way line of Bryan Street, a distance of 137.84 feet to an "X" in concrete set for a south corner of said Lot 7A, said point being the easterly most corner of a corner clip located at the intersection of said northwesterly line of Bryan Street and the northeasterly right-of-way line of Crockett Street (variable width right-of-way);

THENCE South 88 degrees 32 minutes 05 seconds West, along said corner clip, a distance of 14.41 feet to an "X" cut in concrete set for a south corner of said Lot 7A in the northeasterly line of said Crockett Street;

THENCE North 47 degrees 33 minutes 13 seconds West, along the common southwesterly line of said Lot 7A and the said northeasterly line of Crockett Street, a distance of 134.12 feet to an "X" in concrete found for corner;

THENCE North 39 degrees 28 minutes 17 seconds West, continuing along said common line, a distance of 21.41 feet to an "X" in concrete found for corner;

THENCE North 45 degrees 29 minutes 31 seconds West, continuing along said common line, a distance of 70.95 feet to an "X" in concrete found for the west corner of said Lot 7A and the south corner of a 0.6717 acre tract of land described in deed to Digital 717 Leonard, L.P., as recorded in Instrument No. 20080159519, O.P.R.D.C.T.;

THENCE North 44 degrees 26 minutes 47 seconds East, departing said Crockett Street and along the northwesterly line of said Lot 7A and the southeasterly line of said Digital 717 Leonard, L.P. tract, a distance of 155.75 feet to a found PK nail for the north corner of said Lot 7A and the east corner of said Digital 717 Leonard, L.P. tract, said point being in the aforementioned southwesterly line of Leonard Street;

THENCE South 45 degrees 29 minutes 48 seconds East, along the common northeasterly line of said Lot 7A and the said southwesterly line of Leonard Street, a distance of 234.43 feet to the POINT OF BEGINNING AND CONTAINING 36,754 square feet or 0.8438 acres of land, more or less.

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THENCE South 44 degrees 26 minutes 47 seconds West, departing said southwesterly right-of-way line and along the southeasterly line of said "Parking Facility" tract and the northwesterly line of said Lot 7A, a distance of 155.75 feet to an "X" cut in concrete found for the south corner of said "Parking Facility" tract and the west corner of said Lot 7A, said point being in the northeasterly right-of-way line of Crockett Street (variable width right-of-way);

THENCE North 45 degrees 29 minutes 31 seconds West, along the common southwesterly line of said "Parking Facility" tract and northeasterly line of said Crockett Street, a distance of 27.05 feet to an "X" cut in concrete set for corner;

THENCE South 44 degrees 26 minutes 47 seconds West, continuing along said common line, a distance of 4.59 feet to an "X" in concrete set for corner;

THENCE North 46 degrees 15 minutes 58 seconds West, continuing along said common line, a distance of 155.43 feet to a point for the west corner of said "Parking Facility" tract, from which an "X" cut found in concrete for the south corner of a tract of land described in deed to Spire Development Holding, LLC, as recorded in Instrument No. 201000151188, O.P.R.D.C.T., bears North 46 degrees 15 minutes 58 seconds West, 0.15 feet;

THENCE North 44 degrees 05 minutes 44 seconds East, along the northwesterly line of said "Parking Facility" tract, a distance of 161.13 feet to a PK nail found for the north corner of said "Parking Facility" tract, said point also being the westerly corner of the "Dedication Area" tract described in said deed to Digital 717 Leonard, L.P.;

THENCE South 45 degrees 54 minutes 16 seconds East, along the common northeasterly line of said "Parking Facility" tract and southwesterly line of said "Dedication Area" tract, a distance of 183.46 feet to the POINT OF BEGINNING AND CONTAINING 29,256 square feet or 0.6716 acres of land, more or less.

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BEGINNING at a PK nail found on the southwesterly right-of-way line of Leonard Street (variable width right-of-way), for the south corner of said "Dedication Area", also being the east corner of the "Parking Facility" tract described in said deed to Digital 717 Leonard, L.P., and the north corner of Lot 7A, Block 316, Americas Tower, an addition to the City of Dallas recorded in Volume 83004, Page 891, Deed Records Dallas County, Texas;

THENCE North 45 degrees 54 minutes 16 seconds West, along the common northeasterly line of said "Parking Facility" tract and southwesterly line of said "Dedication Area" tract, a distance of 183.46 feet to a PK nail found for corner;

THENCE North 44 degrees 05 minutes 44 seconds East, departing said common line and along the northwesterly line of said "Dedication Area" tract, a distance of 11.28 feet to the northerly corner of said "Dedication Area", from which a found PK nail with a "Pacheco Koch" shiner for the easterly corner of a tract of land described in deed to Spire Development Holding, LLC, recorded in Instrument No. 201000151188, O.P.R.D.C.T., bears North 17 degrees 13 minutes 50 seconds West, 0.15 feet, said point also being on the aforementioned southwesterly line of Leonard Street;

Exhibit B

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THENCE North 44 degrees 26 minutes 47 seconds East, continuing along said common line, a distance of 2.58 feet to a PK nail found for corner;

THENCE South 45 degrees 30 minutes 10 seconds East, continuing along said common line, a distance of 27.05 feet to the easterly corner of said "Dedication Area";

THENCE South 44 degrees 26 minutes 47 seconds West, along the southeasterly line of said "Dedication Area", a distance of 13.19 feet to the POINT OF BEGINNING AND CONTAINING 2,086 square feet or 0.0479 acres of land, more or less.