COURT ORDER
2015-0517

Tax Abatement Request for Amazon

On a motion made by Commissioner John Wiley Price, District 3, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 3/17/2015

Be it resolved and ordered that the Dallas County Commissioners Court authorizes the provision of a ten-year, 50% tax abatement on business personal property that can be increased up to 75%, depending upon actual job creation, to Amazon.com.kydc LLC for the location of a new distribution facility in southeastern Dallas, effective no later than January 1, 2017, subject to the project creating at least 500 full-time positions and resulting in at least $17 million of business personal property by the effective date and authorizes the County Judge to sign the attached tax abatement agreement for this project.

Done in open court April 14, 2015, by the following vote:

IN FAVOR:	Honorable Clay Lewis Jenkins, County Judge
	Commissioner Dr. Theresa M. Daniel, District 1
	Commissioner Mike Cantrell, District 2
	Commissioner John Wiley Price, District 3
	Commissioner Dr. Elba Garcia, District 4
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Rick Loessberg
Originating Department: Planning and Development

COMMISSIONERS COURT BRIEFING

DATE: 3/17/2015

SUBMITTING DEPARTMENT: Planning and Development

THROUGH:

SUBJECT: Tax Abatement Request for Amazon

BACKGROUND:
Amazon is considering locating a new distribution facility in the inland port area of Dallas and has requested a business personal property tax abatement to help facilitate the selection of this site. So that this request can be considered by the Commissioners Court, the following information has been prepared.

DESCRIPTION OF PROJECT:
The project is located at the northwest corner of I-45/I-20 on J. J. Lemmon Road and involves the utilization of a new 500,000-square-foot building that is presently being constructed as a "spec" development by Trammel Crow, the creation of 500-900 jobs at an average salary of at least $30,000, and $17 million of business personal property. The facility will be operated as a "receive center" for smaller items in the Amazon inventory (in comparison, the Amazon facility that became operational a few years ago in Coppell is for larger items).

It is anticipated that this new facility will become operational either at the end of 2015 or in early 2016. It should also be noted that, with 500-900 jobs, this project will become one of the largest employers in the inland port and that its average salary of $30,000 is about 10%-15% higher than the typical distribution center salary.

OPERATIONAL IMPACT:
This project is considered to be a new construction project under the County's tax abatement policy. Such projects, when located within a priority area as this project is, are eligible for consideration if they, within three years, can increase the County's tax base by at least $5 million and create at least 100 new full-time jobs. As the project is expected to create at least 500 new full-time equivalent (FTE) jobs and increase the County's tax base by $17 million, the project is eligible for consideration.

FINANCIAL IMPACT:
The proposed incentive would go into effect no later than January 1, 2017. Because of the seasonal nature and cyclical sensitivity of Amazon's industry, the number of FTE positions at this facility could vary significantly from 500-900 from year to year. To account for this variance, it is proposed that a sliding scale tied to the number of FTEs actually present on each

January 1 be used to determine the level of provided abatement.

RECOMMENDED BY:	Planning and Development	**PREPARED BY:**	Rick Loessberg
		APPROVED BY DEPT HEAD:	Rick Loessberg

Under this scale, if at least 500 FTEs are present in a given year, then a 50% abatement on business personal property would be provided. If the number of FTEs is equal to 700 and less than 899, then this abatement will increase to 62.5%, and if the number of FTEs is equal to at least 900, then the abatement for that year will be 75%.

Such a scale produces abatement percentages that are consistent with policy and with other comparable inland port area projects.

Depending upon the number of FTE positions that are created (and the corresponding abatement percentages), the anticipated $17 million increase in the County's tax base will result in the County annually foregoing about $20,700-$31,000 in business personal property tax revenue that does not presently exist while simultaneously collecting about $10,300-$20,700 in new revenue.

The project would also increase the estimated total amount of property that the County will abate in 2017 from approximately $522.5 million to $531 million. In so doing, the projected total amount of the County's tax base that will be abated will increase slightly from 0.29% to 0.30%.

M/WBE PARTICIPATION:
This information has previously been provided under separate cover.

STRATEGIC PLAN COMPLIANCE:
As the County's strategic plan specifically recommends that the County utilize targeted incentives to encourage growth within specific areas and to help Dallas County become the destination of choice for businesses and residents, this incentive request, which helps facilitate the location of a significant economic development project in the County's southern half, is consistent with this plan.

RECOMMENDATION:
It is recommended that the County provide Amazon with a ten-year, 50%-75% tax abatement on business personal property that is tied to actual employment for the location of a new distribution facility in Dallas.

TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This Tax Abatement Agreement ("*Agreement*") is made and entered into as of the 14th day of April, 2015, by and between Dallas County, Texas ("*County*"), duly acting by and through its Commissioners Court, and Amazon.com.kydc LLC ("*Owner*"), duly acting by and through their authorized officers, for the purposes and considerations stated below:

WITNESSETH:

WHEREAS, the County has adopted a Tax Abatement Policy ("*Policy*"), by the passage of Court Order 2015-0054 on the 13th day of January, 2015, that contains the guidelines and criteria used to determine the provision of economic development tax incentive assistance from the County under Chapter 312 of the Texas Tax Code and Chapter 381 of the Texas Local Government Code; and

WHEREAS, Owner anticipates undertaking certain economic activity on or about the Premises (as hereinafter defined), including, without limitation, (i) the making of certain Business Personal Property (as hereinafter defined) investments with respect to the Premises, (ii) the creation of employment opportunities, and (iii) the utilization of the Premises for the purpose of operating a receive center/distribution facility, and the County finds that the other terms hereof are consistent with encouraging development in accordance with Court Order 2015-0054 and all applicable laws; and

WHEREAS, the County finds that the Owner's contemplated use of the Premises, the contemplated generation of employment opportunities on or related to the Premises, and the contemplated Business Personal Property investments on or about the Premises are feasible and practical and will be of significant benefit to the County and its citizens; and

WHEREAS, Court Order 2015-0054 and 2015-0517 authorize the County to enter into this Agreement with Owner.

NOW THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of new investment and increased job generation that contributes to the economic development of the County and the enhancement of the County's tax base; and the Owner, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Court Orders 2015-0054 and 2015-0517 do hereby contract, covenant, and agree as follows:

SECTION I.
DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

1. "*Economic Activity*" shall mean the following acts undertaken by or on behalf of Owner: (i) the use of the Improvements and Premises as a receive center/distribution facility; (ii) the creation of new employment opportunities; and (iii) the investment of funds with regard to Business Personal Property located on the Premises.

2. "*Eligible Business Personal Property Value*" shall mean the value, as annually established by DCAD, of all Business Personal Property within the Premises less the Business Personal Property's Base Value, as defined herein and as established by DCAD.

3. "*Business Personal Property Base Value*" shall mean the appraised value of the Owner's respective Business Personal Property on the Premises as determined by DCAD as of January 1, 2015.

4. "*Premises*" shall mean the parcel(s) of land, located at 33333 LBJ Freeway in Dallas, Texas and further described in Exhibit "A" as Block B/8264, Lot 1.

5. *"Business Personal Property"* shall include all business personal property owned or leased by Owner located on or re-located to the Premises used in connection with operation of the Premises or Improvements and for which Owner is responsible for paying any applicable property taxes, including but not limited to equipment, furniture and fixtures, and inventory, but excluding any business personal property that is exempt from ad valorem taxation as Freeport goods pursuant to Section 11.251 of the Texas Tax Code and Article VIII, Section 1-j of the Texas Constitution.

6. *"Job Creation Requirement"* shall refer to Owner's agreement to annually employ an aggregate minimum number of persons in Full-Time Positions and/or Full-Time Equivalent Positions located on or based out of the Premises. In order to qualify for a fifty-percent (50%) abatement of Eligible Business Personal Property Value, the minimum aggregate number that must be present in a given year is five-hundred (500) positions; for a sixty-two-and-one-half-percent (62.5%) abatement of Eligible Business Personal Property Value, the minimum aggregate number that must be present in a given year is seven-hundred (700) positions; and for a seventy-five-percent (75%) abatement of Eligible Business Personal Property Value, the minimum aggregate number that must be present in a given year is nine-hundred (900) positions. In all instances, the average salary of the aggregate number of Full-Time Positions and/or Full-Time Equivalent Positions in a given year must be at least Thirty-Thousand-Dollars ($30,000).

7. "*Owner*" shall mean and refer to the parties to this Agreement who is the owner of the Business Personal Property that is subject to this Agreement's tax abatement hereunder and to any Successor Entities.

8. "*Successor Entity*" shall mean (i) any entity which is a successor or assign to the Owner by merger, consolidation, assignment or reorganization; or (ii) a purchaser of all or substantially all of the Owner's assets.

SECTION II.
GENERAL PROVISIONS

1. The County has adopted guidelines and criteria governing economic development tax abatement agreements such that it is authorized to enter into this Agreement.

2. The Premises are not located in an improvement project financed by tax increment bonds.

3. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

4. The Premises are not owned or leased by any member of the Dallas County Commissioners Court.

5. Owner covenants and agrees that the use of the Premises and Business Personal Property subject to this Agreement will be in accordance with all applicable state and local laws and regulations.

6. During the Tax Abatement Period (hereinafter defined), Owner shall be subject to all County taxation not specifically abated, rebated, or exempted.

7. Owner shall have the right to protest and/or contest DCAD appraisals of the Business Personal Property over and above the Base Value of the Business Personal Property, under the procedures in place by the Tax Code of the State of Texas. The Tax Abatement (as hereinafter defined) shall be applied to the amount of taxes finally determined by DCAD to be due as a result of any such protest and/or contest by Owner.

SECTION III.
RATE AND CONDITIONS OF TAX ABATEMENT

1. Owner shall receive the Business Personal Property Tax Abatement (hereinafter defined) upon satisfaction of the conditions set forth in Section III(1)(a)-(d). Depending upon the aggregate number of persons in Full-Time Positions and/or Full-Time Equivalent Positions that the Owner employs and has located on or based out of the Premises as of January 1 of each qualifying year, Owner shall receive an abatement of either fifty percent (50%), sixty-two-and-one-half percent (62.5%), or seventy-five percent (75%) of the taxes assessed on the Eligible Business Personal Property Value (the "*Business Personal Property Tax Abatement*") from the County for each qualifying year during the Tax Abatement Period, subject to the terms of this Agreement.

   (a) A condition to the abatements provided under this Agreement is that Owner shall utilize the Improvements on or about the Premises for the purpose of operating a receive center/distribution facility.

   (b) A condition to the abatement provided under this Agreement is that the Eligible Business Personal Property Value as of January 1 of each year of the Tax Abatement Period, as determined by DCAD, shall be at least equal to Seventeen-Million-Dollars ($17 million) ("*Eligible Business Personal Property Value Requirement*").

(c) Owner shall comply with the Job Creation Requirements. Employment positions applied toward satisfaction of the Job Creation Requirement shall include Full-Time Positions and/or Full-Time Equivalent Positions (as such terms are hereinafter defined). A Full-Time Position means a "position for which an individual is scheduled to work at least 1800 hours in a twelve-month period for Tenant, its subsidiaries, or its affiliates either under contract or as an employee." A Full-Time Equivalent Position means "two or more part-time positions filled by individuals working with or for Tenant, its subsidiaries, or its affiliates a combined total of at least 35 hours per week either under contract or as an employee" which shall be counted as one Full-Time Equivalent Position.

(d) A condition to the abatement provided under this Agreement is that Owner shall file the annual exemption application (the "*Exemption Application*") form with DCAD for the Tax Abatement that it believes it is eligible to receive under this Agreement.

SECTION IV.
ABATEMENT PERIODS

The Tax Abatement provided under this Agreement is for a period of ten (10) years (the "*Tax Abatement Period*") and shall begin when Owner has satisfied the Agreement's Employment Requirement and Eligible Business Personal Property Value Requirement, which shall be no later than January 1, 2017. Owner and the County shall have no further obligations under this Agreement upon expiration of the Tax Abatement Period, except as otherwise provided herein.

SECTION V.
RECORDS AND AUDITS

1. No later than January 31 of each applicable year during the Tax Abatement Period, Owner shall submit to the County a certification of the aggregate number of Full-Time Positions and/or Full-Time Equivalent Positions that it employed on the Premises as of January 1, a certification that the average salary of the aforementioned Positions was at least $30,000, and a certification that the Premises were also being used as of that date as a receive center/distribution facility.

2. At all times throughout the Tax Abatement Period, the County shall have reasonable access during normal business hours to the Premises by County employees (upon one-week prior notice to Owner) for the purpose of inspecting same to ensure that the Premises are being used for the required Economic Activity in accordance with the specifications and conditions of this Agreement; provided that Owner shall have the right to accompany County employees on any such inspection. In no event shall such inspections interfere with Owners' operation of the Premises. The County, when inspecting the Premises, shall comply with the Owner's security requirements applicable to third-party visitors to the Premises; provided, however, Owner shall provide sufficient access to the Premises to allow the County to verify that Owner is in compliance with the terms of this Agreement. The County will use reasonable efforts to avoid requesting an inspection of the Premises to occur during the months of November or December.

3. The Premises at all times during the Tax Abatement Period shall be used in a manner consistent with Court Order 2015-0054 and shall be consistent with the general purpose of encouraging economic development within the County.

SECTION VI.
DEFAULT

1. Subject to the cure provisions of this Section VI, a default under this Agreement occurs in the event that the Owner: (i) allows its tangible business personal property taxes owed to the County from the Premises associated with this Agreement as well as from other property the Owner may own within the County to become delinquent during the Tax Abatement Period and fail to timely and properly follow the legal procedures for protest and/or contest of any such taxes; (ii) fails to file an annual Exemption Application; (iii) fails to meet the Eligible Business Personal Property Value Requirement and Job Creation Requirement for each relevant year; (iv) is convicted of a violation under 8 USC Section 1324a(f); or (v) fails to materially comply with any of the terms or conditions set forth in this Agreement. In the event that Owner defaults in its performance as set forth in any of (i), (ii), or (v) above, the County shall give Owner written notice of such default. If Owner has not cured a default under (i), (ii), or (v) within ninety (90) days of said written notice or if a default under (iii) or (iv) occurs, an event of default (an "*Event of Default*") shall exist and this Agreement shall terminate (and Owner shall not receive any Tax Abatement for years after such Event of Default, it being understood that, notwithstanding any provision in this Agreement to the contrary, an Event of Default shall not entitle County to reclaim or receive a repayment right with respect to any Tax Abatement for any year before the Event of Default occurs, and that the sole remedy by the County for an Event of Default which results from a failure by the Company to meet a condition is the termination of this Agreement and not damages or specific performance or any other remedy). In the event that Owner cures any such default within the applicable cure period or prior to termination of this Agreement, no Event of Default shall exist and this Agreement shall continue in full force and effect, without penalty to Owner.

2. Upon the occurrence of an Event of Default under Section VI (1)(iv), all taxes which otherwise would have been paid to the County without the benefit of the Tax Abatement, including interest and penalties thereon ("Recapture Liability"), will become a debt to the County and shall be due, owing and paid to the County within sixty (60) calendar days of the expiration of the above-mentioned applicable cure period as the sole remedy of the County, subject to any and all lawful offsets, settlements, deductions, or credits to which Owner may be entitled, and subject to the rights of the Owner under applicable law to contest an assertion that such Event of Default has occurred. The Recapture Liability interest and penalties shall be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas.

3. This Agreement inures to the benefit of and is enforceable by the County. The County has the right to prosecute or take appropriate action, at law or in equity, against the Owner to enforce any other covenant or provision (but not a condition) contained within this Agreement. If the County substantially prevails in a legal proceeding to enforce this Agreement against the Owner, the County is further entitled to recover damages, reasonable attorney's fees, and court costs from the Owner. Any payment due to the County under this Agreement is a lien which attaches to the Property on January 1 of

each year to enforce the payment of all taxes, penalties, and interest ultimately imposed for the year on the Property.

SECTION VII.
EFFECT OF SALE, ASSIGNMENT, OR LEASE OF PROPERTY

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. The Owner, including, but not limited to any Successor Entity, may assign its rights and responsibilities under this Agreement, including the right to receive the Tax Abatement, with the prior approval of the Commissioners Court.

SECTION VIII.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, and shall be deemed properly given upon receipt or refusal of delivery when sent by (i) U.S. mail by certified mail, postage prepaid; (ii) nationally recognized overnight delivery service; or (iii) personal delivery:

OWNER:

Amazon.com.kydc LLC
410 Terry Avenue North
Seattle, WA 98109-5210
Attn: Economic Development Director

With copies to:
Amazon.com.kydc LLC
c/o Amazon.com, Inc.
Attn: Real Estate Manager (NAFC Ops/FTW1)
410 Terry Avenue North
Seattle, WA 98109-5210

Amazon.com.kydc LLC
c/o Amazon.com, Inc.
Attn: General Counsel
410 Terry Avenue North (Real Estate/FTW1)
Seattle, WA 98109-5210

COUNTY:

Director of Planning & Development
Dallas County Commissioners Court
411 Elm Street, 3rd Floor
Dallas, TX 75202

With copies to:
Chong Choe
Assistant District Attorney
411 Elm Street, 5th Floor
Dallas, TX 75202

SECTION IX.
COUNTY AUTHORIZATION

This Agreement is authorized by Court Orders 2015-0054 and 2015-0517 approved at the Commissioners Court meetings of the 13th day of Janaury, 2015 and the 14th day of April, 2015.

SECTION X.
OWNER AUTHORIZATION

Owners hereby warrant that lawful authorization to execute this Agreement has been given and will provide County such written proof as required and requested by the County.

SECTION XI.
SEVERABILITY

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

SECTION XII.
ESTOPPEL CERTIFICATE

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

SECTION XIII.
APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall exclusively be in the state courts of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

SECTION XIV.
SOVEREIGN IMMUNITY

This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

SECTION XV.
AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

SECTION XVI.
INDEMNIFICATION

OWNER AGREES TO PROTECT, INDEMNIFY, AND HOLD THE COUNTY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, JUDGMENTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE OWNER'S BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS HEREOF. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION XVII.
CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, this Agreement shall not be construed against the party who drafted this Agreement, and such party shall not be responsible for the language used.

SECTION XVIII.
ENTIRE AGREEMENT

This Agreement, including all Exhibits, Attachments, and Addendums, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, by and between Owner and the County.

SECTION XIX.
NUMBER/GENDER AND HEADINGS

Words of any gender used in this Agreement shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION XX.
EFFECTIVE DATE OF AGREEMENT

This Agreement shall not become effective (the "*Effective Date*") until executed by both the County and the Owner. This Agreement may be signed and executed in counterparts.

SECTION XXI.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if a party's ability to satisfy any obligation under this Agreement including, but not limited to the substantial completion of the improvements is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by franchised utilities or their contractors, fire or other casualty, court injunction, necessary condemnation proceedings, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

EXECUTED this the 14th day of April, 2015.

COUNTY:

By: _____

Name: Clay Lewis Jenkins

Title: County Judge

OWNER:
Amazon.com.kydc LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

RECOMMENDED BY:

_____
Rick Loessberg
Director of Planning & Development

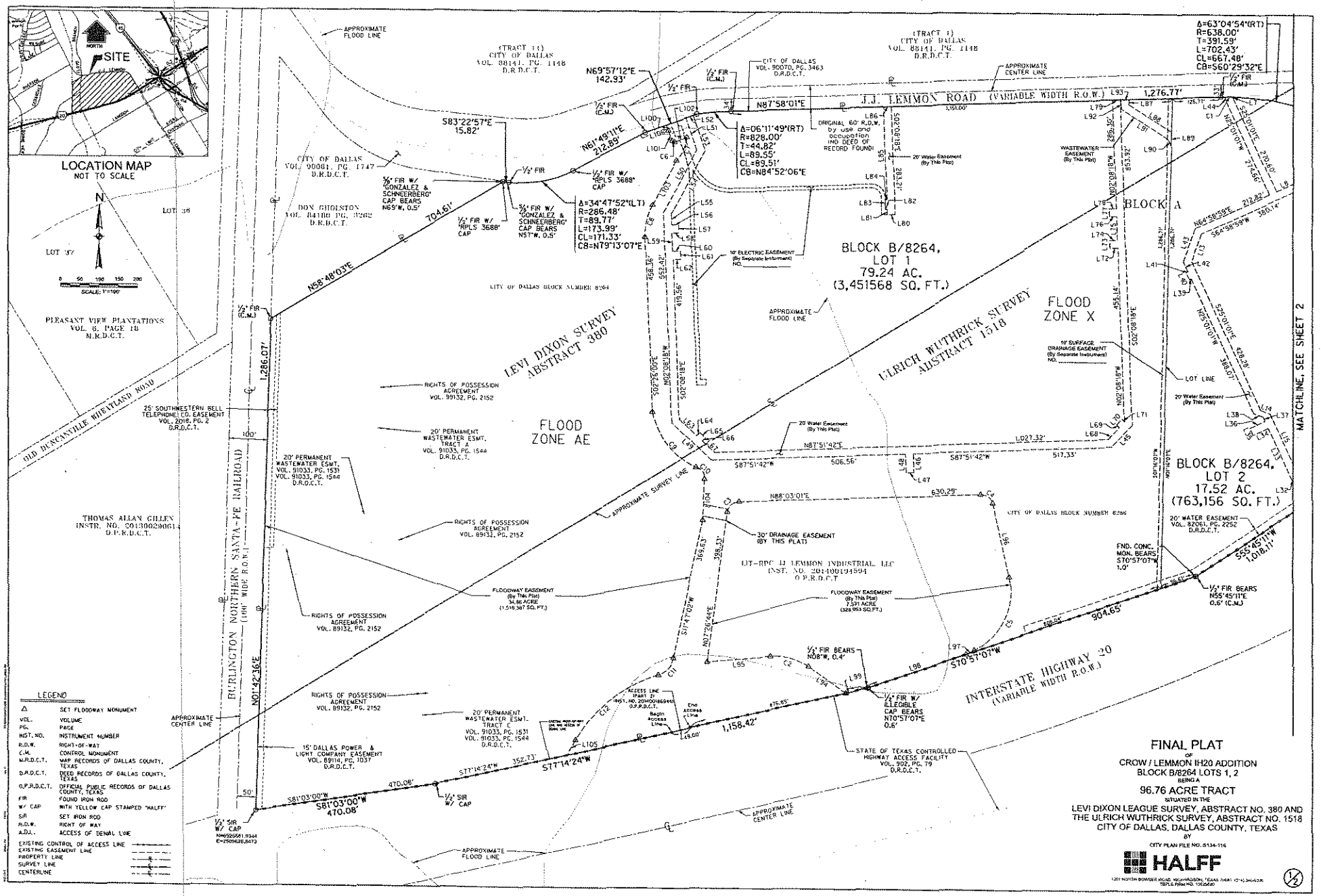
APPROVED AS TO FORM:*
Susan Hawk
District Attorney

By: _____
Chong Choe
Assistant District Attorney

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A

PROPERTY DESCRIPTION


LOCATION MAP
NOT TO SCALE
SITE
NORTH
SCALE: 1"=100'
LEGEND
SET FLOODWAY MONUMENT
VOL. VOLUME
PG. PAGE
INST. NO. INSTRUMENT NUMBER
R.O.W. RIGHT-OF-WAY
C.M. CONTROL MONUMENT
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
FIR FOUND IRON ROD
W/ CAP WITH YELLOW CAP STAMPED "HALFF"
SIR SET IRON ROD
R.O.W. RIGHT OF WAY
A.D.L. ACCESS OF DENIAL LINE
EXISTING CONTROL OF ACCESS LINE
EXISTING EASEMENT LINE
PROPERTY LINE
SURVEY LINE
CENTERLINE
APPROXIMATE FLOOD LINE
(TRACT 11) CITY OF DALLAS VOL. 88141, PG. 1148 D.R.D.C.T.
(TRACT 1) CITY OF DALLAS VOL. 88141, PG. 1148 D.R.D.C.T.
CITY OF DALLAS VOL. 90070, PG. 3463 D.R.D.C.T.
CITY OF DALLAS VOL. 90081, PG. 1747 D.R.D.C.T.
DON GHOLSTON VOL. 84180 PG. 3262 D.R.D.C.T.
PLEASANT VIEW PLANTATIONS VOL. 6, PAGE 18 M.R.D.C.T.
THOMAS ALLAN GILLEN INSTR. NO. 201300290061 O.P.R.D.C.T.
LOT 36
LOT 35
OLD DENCANTILLE WHITELAND ROAD
BURLINGTON NORTHERN SANTA-FE RAILROAD (100' WIDE R.O.W.)
APPROXIMATE CENTER LINE
J.J. LEMMON ROAD (VARIABLE WIDTH R.O.W.)
N69°57'12"E 142.93'
S83°22'57"E 15.82'
N61°49'11"E 212.85'
N87°58'01"E 1,151.00'
1,276.77'
Δ=63°04'54"(RT)
R=638.00'
T=391.59'
L=702.43'
CL=667.48'
CB=S60°29'32"E
Δ=06°11'49"(RT)
R=828.00'
T=44.82'
L=89.55'
CL=89.51'
CB=N84°52'06"E
Δ=34°47'52"(LT)
R=286.48'
T=89.77'
L=173.99'
CL=171.33'
CB=N79°13'07"E
704.61'
N58°48'03"E
1,286.07'
ORIGINAL 60' R.O.W. BY USE AND OCCUPATION IND DEED OF RECORD FOUND!
20' Water Easement (By This Plat)
WASTEWATER EASEMENT (By This Plat)
10' ELECTRIC EASEMENT (By Separate Instrument) NO.
BLOCK A
BLOCK B/8264, LOT 1 79.24 AC. (3,451568 SQ. FT.)
CITY OF DALLAS BLOCK NUMBER 8264
LEVI DIXON SURVEY ABSTRACT 380
ULRICH WUTHRICK SURVEY ABSTRACT 1518
FLOOD ZONE X
FLOOD ZONE AE
APPROXIMATE FLOOD LINE
10' SURFACE DRAINAGE EASEMENT (By Separate Instrument) NO.
LOT LINE
RIGHTS OF POSSESSION AGREEMENT VOL. 89132, PG. 2152
25' SOUTHWESTERN BELL TELEPHONE) CO. EASEMENT VOL. 2018, PG. 2 D.R.D.C.T.
20' PERMANENT WASTEWATER ESMT. TRACT A VOL. 91033, PG. 1544 D.R.D.C.T.
20' PERMANENT WASTEWATER ESMT. VOL. 91033, PG. 1531 VOL. 91033, PG. 1544 D.R.D.C.T.
N87°51'42"E 1,027.32'
S87°51'42"W 506.56'
S87°51'42"W 517.33'
BLOCK B/8264, LOT 2 17.52 AC. (763,156 SQ. FT.)
20' WATER EASEMENT VOL. 82061, PG. 2252 D.R.D.C.T.
APPROXIMATE SURVEY LINE
N88°03'01"E 630.29'
30' DRAINAGE EASEMENT (BY THIS PLAT)
LIT-RPC II LEMMON INDUSTRIAL, LLC INST. NO. 20140019490 O.P.R.D.C.T.
CITY OF DALLAS BLOCK NUMBER 8266
FND. CONC. MON. BEARS S70°57'07"W 1.0'
½" FIR BEARS N55°45'11"E 0.6' (C.M.)
S55°45'11"W 1,016.11'
FLOODWAY EASEMENT (By This Plat) 34.86 ACRE (1,518,387 SQ. FT.)
FLOODWAY EASEMENT (By This Plat) 7.531 ACRE (328,053 SQ. FT.)
S17°14'02"W 369.63'
N02°26'44"E 398.33'
½" FIR BEARS N08°W, 0.4'
S70°57'07"W 904.65'
INTERSTATE HIGHWAY 20 (VARIABLE WIDTH R.O.W.)
½" FIR W/ ILLEGIBLE CAP BEARS N70°57'07"E 0.6'
ACCESS LINE (PART 2) INST. NO. 20140086944 O.P.R.D.C.T.
Begin Access Line
End Access Line
1,158.42'
S77°14'24"W
15' DALLAS POWER & LIGHT COMPANY EASEMENT VOL. 89114, PG. 1037 D.R.D.C.T.
20' PERMANENT WASTEWATER ESMT. TRACT C VOL. 91033, PG. 1531 VOL. 91033, PG. 1544 D.R.D.C.T.
S77°16'24"W 352.73'
470.08'
S81°03'00"W 470.08'
½" SIR W/ CAP
N01°42'36"E
STATE OF TEXAS CONTROLLED HIGHWAY ACCESS FACILITY VOL. 902, PG. 79 D.R.D.C.T.
MATCHLINE, SEE SHEET 2
FINAL PLAT
OF
CROW / LEMMON IH20 ADDITION
BLOCK B/8264 LOTS 1, 2
BEING A
96.76 ACRE TRACT
SITUATED IN THE
LEVI DIXON LEAGUE SURVEY, ABSTRACT NO. 380 AND THE ULRICH WUTHRICK SURVEY, ABSTRACT NO. 1518
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY PLAN FILE NO. S134-116
HALFF