

STATE OF TEXAS  
COUNTIES OF JOHNSON AND TARRANT  
CITY OF BURLESON

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF BURLESON AND  
PROJECT YUKON BURLESON LLC.**

This Tax Abatement Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation of the Counties of Johnson and Tarrant, State of Texas ("City"), and Project YUKON BURLESON, LLC, a Delaware limited liability company ("YUKON"). In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

- 1.01 "Affiliate" means Yukon and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Yukon.
- 1.02 The terms "Agreement," "Effective Date," "City," "YUKON," "Policy Statement," "City Council," "Code," "Ordinance," "Project," "Notice," "Act of Default," and "Term" shall have the meanings provided herein.
- 1.03 "Base Year Value" means \$837,932, the assessed value listed for the Property by the Johnson County Appraisal District as of January 1, 2019. The Base Year Value shall not be included in the Tax Abatement (defined below).
- 1.04 "Capital Investment" means and shall include all costs incurred relating to the acquisition of the Property and construction of the Development, including the actual construction costs, and other costs of all buildings, structures, improvements, infrastructure, fixed machinery and equipment, site development costs including demolition, grading and environmental abatement; engineering fees, architectural fees, legal fees and other professional fees; construction financing costs of the Development and tangible personal property.
- 1.05 "Certificate of Occupancy" means the document issued by the City of Burleson certifying the Development is in compliance with applicable building codes and other laws and indicating it to be a condition suitable for occupying.

- 1.06 "Class A" means a cold storage facility that includes freezer and refrigeration space of high quality that meets with standards outlined in the applicable City ordinance.
- 1.07 "Eligible Property" means property that may be extended an abatement. Eligible Property includes buildings, structures, fixed machinery and equipment, fixtures, energy efficiency measures and equipment, site improvements plus office space and related fixed improvements necessary to the operation and administration of the facility, plus tangible personal property and furniture.
- 1.08 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.
- 1.09 "FTE" means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours.
- 1.10 "Improvements" or "Development" means the development of and construction on the Property of a Class A facility (comprised of at least 250,000 square feet) with an office and cold storage and distribution facility, with a Capital Investment of no less than Thirty-Five Million Dollars (\$35,000,000.00).
- 1.11 "Ineligible Property" means property that may not be extended an abatement. Ineligible property includes land and any other property type not classified as "Eligible Property".
- 1.12 "Property" means a 43.51 acre tract known as Lot 1R, Block 1, of the HighPoint Business Park Addition to the City of Burleson, Johnson County, Texas, as described by Exhibit B.
- 1.13 "Qualifying Date" means the date a Certificate of Occupancy is received by YUKON or an Affiliate from the City for the Improvements.
- 1.14 "Reinvestment Zone" or "Zone" means Tax Abatement Reinvestment Zone No. 008-2019 established by City of Burleson Ordinance
- 1.15 "Tax Abatement" means the full or partial exemption from ad valorem taxes of certain Eligible Property in the Reinvestment Zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code.

**ARTICLE 2.**  
**RECITALS**

- 2.01 On May 27, 1993, the City Council of the City of Burleson, Texas ("City Council") adopted Resolution 583 (C1212) (the "Policy Statement"), as readopted within the past 24 months.
- 2.02 The Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Texas Tax Code, as amended (the "Code").
- 2.03 On September 16, 2019, the City Council passed Ordinance No. \_\_\_\_\_, (the "Ordinance") establishing "Tax Abatement Reinvestment Zone Number 008-2019 City of Burleson, Texas", a reinvestment zone for commercial tax abatement, as authorized by Chapter 312, of the Code.
- 2.04 The Property is located wholly within the Zone.
- 2.05 YUKON has submitted an Application for Tax Abatement with various attachments concerning the qualified project (the "Project"), said Application for Tax Abatement being attached hereto and incorporated herein as Exhibit A.
- 2.06 YUKON will be under contract to purchase the Property which is located totally within the Reinvestment Zone in the City of Burleson, Johnson County, Texas described on Exhibit B attached hereto pursuant to that certain Land Sale Contract between YUKON and the City dated September 16, 2019 (the "Land Sale Contract"), and YUKON proposes that it or an Affiliate further develop the Property with a Class A office, cold storage and distribution center of at least 250,000 square feet.
- 2.07 The City Council finds that the terms of this Agreement meet the applicable guidelines and criteria heretofore adopted by the City Council, which are set forth in the Policy Statement.
- 2.08 The Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission.
- 2.09 The City desires to enter into this Agreement in order to maintain and or enhance the commercial and or industrial economic and employment base of the City of Burleson to the long term interest and benefit of the City in accordance with Ordinance No. \_\_\_\_\_ and Chapter 312 of the Tax Code.
- 2.10 The contemplated use of the Property, the contemplated Improvements to the Property in the amount set forth in this Agreement and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes and intent of the Policy Statement, and all applicable law.



- 2.11 Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement has been furnished, in the manner and by the time prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Property is located.

**NOW THEREFORE**, the City for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes the expansion of employment and the attraction of major investment in the Zone, which contributes to economic development in the City, and YUKON for good and valuable consideration, which consideration includes the Tax Abatement set forth herein below, as authorized by Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code, do hereby contract, covenant and agree as follows:

### **ARTICLE 3.** **AUTHORIZATION**

The City Council finds and determines that this Agreement is authorized and governed by Section 312 of the Texas Tax Code and by the Policy Statement.

### **ARTICLE 4.** **TERM**

The term of this Agreement shall commence on the Effective Date and terminate five (5) years after the Qualifying Date, pursuant to the terms of this Agreement. For no reason shall the provision of any Tax Abatement be provided for longer than five (5) years.

### **ARTICLE 5.** **COVENANTS OF YUKON**

- 5.01 Covenants Regarding Development and Operations. In consideration of this Agreement, YUKON agrees to the following covenants that must be fulfilled by it or an Affiliate in order to receive Tax Abatement:

- (A) Execute the Land Sale Contract for approximately 43.51 acres at a price of \$1.00/ft by September 16, 2019, for the Property in HighPoint Business Park.
- (B) Construct the Improvements.
- (C) Complete closing of the purchase of the Property by December 31, 2019.
- (D) Building design and site plan must be acceptable to Burleson City Council.

- (E) Issuance of the building permit to construct the Improvements and completion of the slab foundation for the Development no later than June 30, 2020.
- (F) Receive the Certificate of Occupancy for the Improvements no later than February 28, 2021.
- (G) Development will have a minimum Capital Investment of Thirty-Five Million Dollars (\$35,000,000.00) on or in connection with the Property for the duration of this Agreement.
- (H) Offer a tenant improvement package to build out 7,500 sq. ft. of office space within the building.
- (I) Be solely responsible for the design and construction of the Improvements and comply with all subdivision regulations, building codes and other ordinances of the City applicable to the Improvements and Property.
- (J) Remain current and paid on all property taxes accruing from and after the closing date under the Land Sale Contract, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (K) Use the Property at all times in a manner that is consistent with the general purpose of encouraging development within the Zone. In this regard, both parties agree that the use of the Property in accordance with this Agreement is consistent with such purpose.
- (L) Certify annually on April 1 of each year, to the City Council that it is in compliance with each applicable term of this Agreement.
- (M) If YUKON is delayed in performing any of its covenants described above by a delay in construction of the municipal improvements, or force majeure (as defined below), then the deadlines for YUKON's performance of those covenants shall be extended an equal time period.

5.02. Community Outreach.

- (A) Prior to the start of construction, but subject to reasonable limits on the time requirements on YUKON or an Affiliate's employees and agents of YUKON or an Affiliate, at the sole determination of YUKON or an Affiliate, YUKON or an Affiliate agrees to cause its general contractor or construction manager (the "YUKON Contractor") for the Improvements to conduct the following community outreach events:
  - (1) Utilize construction materials and labor available from existing Burleson businesses, assuming commercial availability and competitive pricing, as said availability and pricing is determined solely by YUKON or an Affiliate.

- (2) Utilize support components such as printing services, janitorial services, etc. from existing Burleson businesses, assuming commercially reasonable availability and competitive pricing, as said availability and pricing is determined solely by YUKON or an Affiliate.

5.03 Verification of Capital Investment. Within 30 days following the receipt of a Certificate of Occupancy, YUKON or an Affiliate shall provide written verification to the City that the Capital Investment made by YUKON or an Affiliate for the Improvements meets or exceeds the requirements set forth in this Agreement. YUKON agrees that City shall not be required to abate any taxes under this Agreement until such time that YUKON or an Affiliate provides such written verification. The City may request, and YUKON hereby agrees that it or an Affiliate will permit reasonable review of information (at no cost, expense or liability to YUKON or Affiliate) that permits the City to verify that the Capital Investment made by YUKON or an Affiliate for the Development meets or exceeds the requirements of this Agreement, excluding (i) financial information of YUKON or an Affiliate not related to the improvements, and (ii) proprietary information.

## **ARTICLE 6.**

### **TAX ABATEMENT**

- 6.01 Subject to the terms and conditions of this Agreement and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem real and personal property taxes from the Improvements otherwise owed to the City for the value of the Improvements shall be abated as provided herein. The Tax Abatement shall be as set forth below to the extent that the value exceeds the value of the Base Year Value, in accordance with the terms of this Agreement and all applicable state and local regulations or a valid waiver thereof. YUKON shall have the right to protest and/or contest any assessment of the Property and Improvements, and the Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any protest and/or contest.
- 6.02 The Tax Abatement shall be 50% of the increase in value of the Eligible Property on the Property, and shall continue for five years.
- 6.03 The term of the Tax Abatement (the "Term") shall begin on January 1 of the year following the calendar year of the Qualifying Date and, unless sooner terminated as herein provided, shall end on December 31st immediately preceding the fifth (5th) anniversary of the beginning of the Term, provided that YUKON may, in its discretion, request in writing that the Term commence on the Qualifying Date, in which event the Term shall expire on the fifth (5th) anniversary of such date.



**ARTICLE 7.**  
**AUTHORITY; COMPLIANCE WITH LAW**

- 7.01 YUKON hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by YUKON, and this Agreement constitutes the legal, valid and binding obligation of YUKON, and is enforceable in accordance with its terms and provisions.
- 7.02 Notwithstanding any other provision of this Agreement, YUKON shall comply with all applicable federal, state, and local laws.
- 7.03 During the term of this Agreement, YUKON agrees not to knowingly employ any undocumented workers at the Project, and if convicted of a violation under 8 U.S.C. Section 1324a(f), YUKON shall repay the amount of the portion of the Tax Abatement provided to YUKON for the period of time of such violation within 120 business days after the date YUKON is notified by the City of such conviction (provided all appeals have been exhausted), plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to YUKON's violation of this section.

**ARTICLE 8.**  
**DEFAULT AND REMEDIES**

- 8.01 Default by YUKON. In the event: (i) YUKON or an Affiliate fails to fulfill its obligations under Article 5 of this Agreement (subject however to the terms of Section 5.01(M)); (ii) YUKON or an Affiliate has delinquent ad valorem or sales taxes owed to the City accruing from and after the closing date under the Land Sale Contract (provided that YUKON or an Affiliate retains the right to timely and properly protest and/or contest any such taxes); (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by YUKON or an Affiliate; or (iv) YUKON or an Affiliate materially breaches any of the material terms and conditions of this Agreement, then YUKON or an Affiliate after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. For the purposes of this Agreement, the obligations of YUKON or an Affiliate under Section 5.02 shall not be considered material terms or conditions. In the event of such a default, City shall give YUKON or an Affiliate written notice of such breach and/or default ("Notice"), specifying with particularity the nature of any breach or default (each, an "Act of Default"), and if YUKON or an Affiliate has not cured such breach or default within 90 days after receipt of such Notice, the City may terminate this Agreement by written notice to YUKON or an Affiliate, and the City shall have no further obligation to YUKON or an Affiliate. YUKON or an Affiliate shall not be liable to City for any alleged consequential damages and City hereby waives any rights or remedies available that are related to consequential damages at law or in equity. Notwithstanding the above, if such Act of Default

cannot be cured by reasonably diligent efforts within ninety (90) days of the Notice, then YUKON or an Affiliate shall have a additional ninety (90) day extensions to cure the breach so long as YUKON or an Affiliate promptly initiates and diligently and continuously attempts to cure the same.

- 8.02 No waiver of any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson and YUKON or an Affiliate.

#### **ARTICLE 9.** **VENUE AND GOVERNING LAW**

This Agreement is fully performable in Johnson and Tarrant Counties, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson or Tarrant Counties, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Johnson and Tarrant Counties, Texas.

#### **ARTICLE 10.** **FORCE MAJEURE**

Performance of YUKON's or an Affiliate's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and YUKON's or an Affiliate's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, inability to obtain (or delay in obtaining) issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), inability to obtain (or delay in obtaining) governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

#### **ARTICLE 11.** **GIFT TO PUBLIC SERVANT OR TO YUKON REPRESENTATIVE**

- 11.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.



- 11.02 Right of Reimbursement. Notwithstanding any other legal remedies, the City may obtain reimbursement for any expenditure made to YUKON or an Affiliate as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 12.**  
**EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY**

This Tax Abatement shall vest in YUKON, its Affiliate, and any lessors of Eligible Property located on the Property and cannot be assigned, without the consent or approval by the City, to a new owner of all or a portion of the Property. Any assignment without such approval shall be grounds for termination of this Agreement as it applies to the portion of Property sold and Tax Abatement hereunder upon ten (10) days' written notice from the City to YUKON or an Affiliate. Notwithstanding the foregoing provisions, however, YUKON or an Affiliate may assign this Agreement and the Tax Abatement to (i) any other Affiliate of YUKON or an Affiliate; or (ii) to a new owner of the Property, provided that YUKON or its Affiliate, or any existing tenant shall continue to occupy the Property as a tenant, and that any such assignee assume all of YUKON's duties and obligations under this Agreement.

**ARTICLE 13.**  
**INDEMNIFICATION**

- 13.01 **YUKON OR AN AFFILIATE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT CAUSED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF YUKON OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.** This provision is solely for the benefit of the City, and its officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.
- 13.02 Nothing in this Agreement may be construed as waiving any governmental immunity available to the City under state law.
- 13.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, directors, employees and agents of the City do not assume any

responsibility to any third party in connection with YUKON's or an Affiliate's construction of the Improvements.

#### **ARTICLE 14.** **INSPECTION**

Upon reasonable advance notice from the City, YUKON or an Affiliate shall provide reasonable access during regular business hours to and authorize inspection of the Property by the City to ensure that the Improvements are made according to the specifications of this Agreement. YUKON or an Affiliate shall be entitled to have a representative present at any such inspections by the City.

#### **ARTICLE 15.** **MISCELLANEOUS MATTERS**

- 15.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation. If any date for the performance of any matter under this Agreement (including the date for the sending of a Notice and the date on which a Notice is deemed to have been received) falls on a Saturday, Sunday, or legal holiday observed by national banks in the counties where the Property is located, then such date shall be extended to the next calendar day that is not a Saturday, Sunday, or such legal holiday.
- 15.02 Future Application. A portion or all of the Property and/or Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement shall not be construed as evidence that such exemptions do not apply.
- 15.03 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.
- 15.04 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 15.05 Counterparts Deemed Original. 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.



- 15.06 Estoppel Certificate. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to the party requesting the certificate or its lender, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if an Act of Default exists, the nature of the Act of Default and curative action taken and/or necessary to effect a cure), the remaining term of this Agreement, the levels and remaining Term of the Tax Abatement in effect, and such other matters reasonably requested by the party or parties to receive the certificates.
- 15.07 Sections or Other Headings. 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.
- 15.08 Entire Agreement. This Agreement, together with the Land Sale Contract and that certain Performance Agreement between The Burleson 4A Economic Development Corporation and YUKON or an Affiliate entered into contemporaneously with this Agreement (the "Performance Agreement") embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 15.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**YUKON:**

Anthony M. Rinaldi  
YUKON  
Managing Principal, Saxum Real Estate  
339 Jefferson Road  
Parsippany, NJ, 07054  
Telephone: (973) -947-0050  
Email: arinaldi@saxumre.com



With a copy to: Michael Ochs, Esq.  
339 Jefferson Road  
Parsippany, New Jersey 07054  
Telephone: (201) 321-7816  
Email: mochs@mochslaw.com

and to: J. Ray Oujesky  
Kelly Hart & Hallman LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102  
Telephone: (817) 878-3556  
Email: ray.oujesky@kellyhart.com

**City:** Bryan Langley  
City Manager  
City of Burleson, Texas  
141 W Renfro Street  
Burleson, Texas 76028

With a copy to: Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107  
(817) 332-2580

- 15.10 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by YUKON and the City.
- 15.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, 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, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.


*[Signature pages to follow]*

EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date first set forth above.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
City Attorney

CITY OF BURLESON,  
a Texas municipal corporation

By: 

Name: Dan McClendon

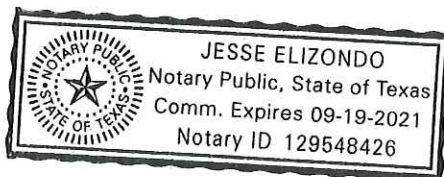
Title: Mayor Pro Tem


Date: 10/7/19

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on October 7, 2019 by Dan McClendon, known personally by me to be the Mayor Pro Tem of the City of Burleson, on behalf of said City.

[Notary Seal]



 JESSE ELIZONDO  
Notary Public, State of Texas





**EXHIBIT A**  
**TAX ABATEMENT APPLICATION**

**APPLICATION FOR TAX ABATEMENT  
OR ECONOMIC DEVELOPMENT INCENTIVE**

**INSTRUCTIONS**

This form is intended for internal economic development analysis and efforts will be made to restrict circulation of the information included on the form to appropriate representatives of the City of Burleson. However, please note that the Texas Open Records Act provides that information collected, assembled, or maintained by the city under a law or ordinance or in connection with the transaction of official business is generally considered to be public information. However, the Texas Public Information Act does provide that information relating to economic development negotiations with a business prospect is withheld from disclosure unless and until an agreement is reached. If an agreement has been reached and is ready for City of Burleson consideration, this document may be posted to the City's website for public disclosure.

**Questions or Comments**

**Please contact:**

Alex Philips  
Economic Development Manager  
817-426-9613  
**bphilips@burlesontx.com**  
141 West Renfro  
Burleson, Texas 76028

**CERTIFICATION OF APPLICATION – BUSINESS**

**Authorized Business Representative (Applicant)**

First Name Martin Last Name Khait

Title Managing Member Organization Yukon Venture Partners, LLC

Street Address 600 Congress Ave, 14th Floor, Austin TX 78701

Mailing Address 600 Congress Ave, 14th Floor, Austin TX 78701

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Consultant/Site Selector Information**

None

Consultant Name \_\_\_\_\_ Company \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Site Information**

Property Owner Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Property Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Property Legal Description \_\_\_\_\_

(Provide attachment if by metes and bounds)

Property Located within:

☒ City of Burleson

☐ Burleson ISD

☒ Johnson County

☐ Alvarado ISD

☐ Tarrant County

☐ Joshua ISD

To the best of my knowledge and belief, the information contained in this City of Burleson Application is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the state in which the entity was organized and that no delinquent taxes are owed to any taxing entity within Johnson/Tarrant County, TX.

Signature  \_\_\_\_\_ Date 7/31/2019



## BUSINESS APPLICATION INFORMATION

Legal name of entity applying to the City of Burleson for incentive:

Project Yukon Burleson, LLC

### Industry Cluster:

If applicable, identify the targeted industry cluster within which this project falls:

- ☐ Advanced Technologies and Manufacturing, including four sub-clusters:  
Nanotechnology and Materials; Microelectromechanical Systems; Semiconductor  
Manufacturing; Automotive Manufacturing
- ☐ Aerospace, Aviation and Defense
- ☐ Biotechnology and Life Sciences, not including medical services
- ☐ Information and Computer Technology, including three sub-clusters:  
Communications Equipment; Computing Equipment and Semiconductors;  
Information Technology
- ☐ Petroleum Refining and Chemical Products
- ☐ Energy, including three sub-clusters: Oil and Gas Production; Power Generation  
and Transmission; Manufactured Energy Systems
- ☒ Other, (Describe)

Cold Storage & Distribution

### Description of Project:

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Is this company considering other:

Texas locations: ☒ Yes ☐ No

U.S. locations: ☐ Yes ☐ No

Global locations: ☐ Yes ☐ No

### Project Timeline

Expected Construction Start Date Jan. 2020

Expected Construction Completion Date Jan. 2021

### Project Capital Investment

Total acres: 45

Estimated site construction costs: +55mm

Building square footage: 400,000

### Sales Tax

Projected annual sales tax (if applicable):

### Job Categories and Wage Distribution

Job Category	Number of Jobs	Average Annual Wage	Percentage to be hired locally
Executive			
Manager			
Supervisor			
Staff	20	18	
Entry/Minimum Salary			

**SERVICE REQUIREMENTS:**

**Electric**

Peak Monthly Demand in Kilowatts (KW): \_\_\_\_\_

Average Monthly Usage in Kilowatt Hours (kWh): \_\_\_\_\_

Average Monthly Load: \_\_\_\_\_

Current Rate - cents \_\_\_\_\_ per Kilowatt Hour (kWh)

**Water**

Average Monthly Usage: \_\_\_\_\_

Meter size: \_\_\_\_\_

**Sewer**

Average Monthly Discharge: \_\_\_\_\_

**Gas**

Average Monthly Usage: \_\_\_\_\_

Meter size: \_\_\_\_\_

**Additional information for consideration of incentives:**

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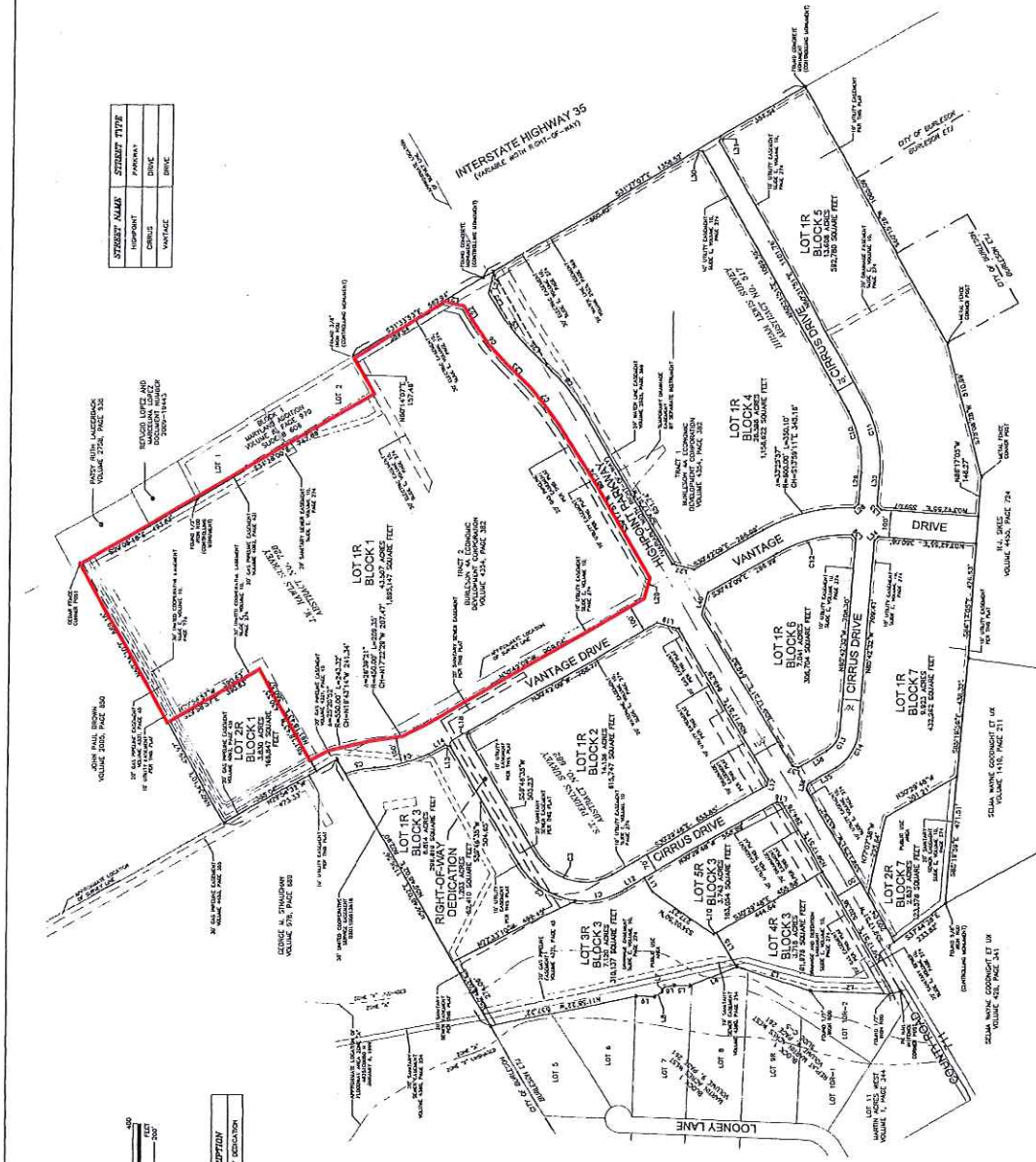
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**EXHIBIT B**  
**PROPERTY DESCRIPTION**

STREET NAME	STREET TYPE
HIGHPOINT	PARKWAY
CORRUS	DRIVE
VANTAGE	DRIVE

Line Number	Line Title	Beginning	Distance
1	51440222L	1506*	
12	522020207N	26738*	
13	51814203N	27738*	
14	102212222N	18041*	
15	102212222N	6618*	
16	102212222N	3611*	
17	102212222N	2145*	
18	102212222N	3333*	
19	102212222N	8734*	
20	532626262N	1131*	
21	532626262N	5030*	
22	532626262N	2202*	
23	51423151N	2112*	
24	52224203L	3038*	
25	52224203L	14632*	
26	52224203L	2145*	
27	52224203L	2145*	
28	52224203L	2145*	
29	102222424N	9420*	
30	102222424N	2145*	
31	102222424N	1131*	
32	102222424N	8443*	
33	102222424N	8443*	
34	102222424N	8443*	
35	102222424N	8443*	
36	102222424N	8443*	
37	102222424N	8443*	
38	102222424N	8443*	
39	102222424N	8443*	
40	102222424N	8443*	
41	102222424N	8443*	
42	102222424N	8443*	
43	102222424N	8443*	
44	102222424N	8443*	
45	102222424N	8443*	
46	102222424N	8443*	
47	102222424N	8443*	
48	102222424N	8443*	
49	102222424N	8443*	
50	102222424N	8443*	
51	102222424N	8443*	
52	102222424N	8443*	
53	102222424N	8443*	
54	102222424N	8443*	
55	102222424N	8443*	
56	102222424N	8443*	
57	102222424N	8443*	
58	102222424N	8443*	
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61	102222424N	8443*	
62	102222424N	8443*	
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67	102222424N	8443*	
68	102222424N	8443*	
69	102222424N	8443*	
70	102222424N	8443*	
71	102222424N	8443*	
72	102222424N	8443*	
73	102222424N	8443*	
74	102222424N	8443*	
75	102222424N	8443*	
76	102222424N	8443*	
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78	102222424N	8443*	
79	102222424N	8443*	
80	102222424N	8443*	
81	102222424N	8443*	
82	102222424N	8443*	
83	102222424N	8443*	
84	102222424N	8443*	
85	102222424N	8443*	
86	102222424N	8443*	
87	102222424N	8443*	
88	102222424N	8443*	
89	102222424N	8443*	
90	102222424N	8443*	
91	102222424N	8443*	
92	102222424N	8443*	
93	102222424N	8443*	
94	102222424N	8443*	
95	102222424N	8443*	
96	102222424N	8443*	
97	102222424N	8443*	
98	102222424N	8443*	
99	102222424N	8443*	
100	102222424N	8443*	

[illegible]

AREA A, TABLE		
Overall	Ac.	Sq. Feet
Lot 1, Block 1	344.078	1,695,119
Lot 2, Block 1	1,830	815,447
Lot 3, Block 1	1,418	617,147
Lot 4, Block 1	6,814	300,139
Lot 5, Block 1	7,122	310,317
Lot 6, Block 1	7,122	310,317
Lot 7, Block 1	3,743	165,786
Lot 8, Block 1	3,743	165,786
Lot 9, Block 1	32,599	1,538,022
Lot 10, Block 1	13,609	608,760
Lot 11, Block 5	7,041	302,704
Lot 12, Block 5	7,041	302,704
Lot 13, Block 7	2,437	107,768
Lot 14, Block 7	2,437	107,768
Right-of-Way	1,203	52,410

20 KS-1

The *Inc. Magazine* 41 Economic Development Corporation, Geneva, also only admit the sale of the immediate leased property as highest bidder. The City of Burlington, Vermont, has a similar policy. The City of Burlington, Vermont, has a similar policy. The City of Burlington, Vermont, has a similar policy.

STATE OF IOWA  
COUNTY OF JOHNSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 10th day of January, 1907, personally appeared John A. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

IN WITNESS MY HAND AND SEAL OF OFFICE THIS 12th DAY OF July, 1907.

John A. Johnson  
Notary Public in and for the State of Iowa

KNOW ALL MEN BY THESE PRESENTS, That Gregory S. Hinkle, do hereby certify that I prepared the plat hereon showing survey of the land and find the same conformable to the attached agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory S. Hinkle

HIGHPOINT BUSINESS PARK OF BURLESON  
LOTS 1R-2R, BLOCK 1; LOT 1R, BLOCK 2; LOTS 1R, 3R-5R,  
BLOCK 3; LOT 1R, BLOCK 4; LOT 1R, BLOCK 5;  
LOT 1R, BLOCK 6; LOT 1R-2R, BLOCK 7

BEING a Reprint of Highpoint Business Park of Bursdon recorded in Slide E, Volume 10, Page 274, situated in the J.W. Rawls Survey, Abstract Number 728, the Maxon Lewis Survey, Abstract Number 517, and the S.T. Perkins Survey, Abstract Number 482 in the City of Bursdon, Johnson County, Texas.

THIS PLAT WAS PREPARED ON MARCH, 2012