

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MESQUITE, TEXAS, AND HC SOLTERRA, LLC, REGARDING THE DEVELOPMENT OF APPROXIMATELY 1,424.398 ACRES OF LAND GENERALLY LOCATED SOUTHWEST OF EAST CARTWRIGHT ROAD AND BOTH NORTHWEST AND SOUTHEAST OF FAITHON P. LUCAS SR., BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF MESQUITE, IN DALLAS COUNTY, TEXAS, AS A MASTER-PLANNED DEVELOPMENT CONSISTING OF RESIDENTIAL AND COMMERCIAL MIXED USES (THE “AGREEMENT”); AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS ARE NECESSARY OR ADVISABLE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council has been presented with a proposed development agreement between the City of Mesquite, Texas (the “City”), and HC Solterra, LLC, a Texas limited liability company, regarding the development of approximately 1,424.398 acres of land generally located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas Sr., Boulevard within the corporate limits of the City in Dallas County, Texas, as a master-planned development consisting of residential and commercial mixed uses, a copy of said agreement being attached hereto as Exhibit “A” and incorporated herein by reference (the “Agreement”); and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council finds that the Agreement is in the best interest of the City and will benefit the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council finds that the terms and provisions of the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, is in the best interest of the City and will benefit the City and its citizens.

SECTION 3. That the City Council hereby approves the Agreement and hereby authorizes the City Manager to: (i) finalize and execute the Agreement; and (ii) take such actions and execute such documents as are necessary or advisable to consummate the transactions contemplated by the Agreement.

SECTION 4. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager is granted the authority to: (i) take such actions and approve such matters as are set forth in Sections 7.07, 7.10(a) and 8.02 of the Agreement; (ii) approve assignments of the Agreement as set forth in Section 15.03(a) of the Agreement; (iii) approve assignments of the receivables and revenues under the Agreement, the TIRZ Reimbursement Agreement or the PID Reimbursement Agreement as set forth in Section 15.03(b) of the Agreement; (iv) provide any notices and estoppels required or permitted by the Agreement; (v) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000 or materially change any terms or provisions of the Agreement, as determined by the City Manager; (vi) approve or deny any matter in the Agreement that requires the consent of the City; (vii) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (viii) exercise any rights and remedies available to the City under the Agreement; and (ix) execute any notices, estoppels, amendments, approvals, consents, denials and waivers authorized by this Section 4, provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 4 shall not include: (a) the authority to take any action or approve any matter that by the terms of the Agreement are to be taken or approved by the City Council; or (b) the authority to take any action that cannot be delegated by the City Council or that is within the City Council's legislative functions.

SECTION 5. That the sections, paragraphs, sentences, clauses and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph or section of this resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this resolution.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 19th day of October 2020.

Bruce Archer
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

David L. Paschall
City Attorney

EXHIBIT “A”

SOLTERRA DEVELOPMENT AGREEMENT

(to be attached)