

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE SALE BY THE CITY OF MESQUITE, TEXAS (THE "CITY") OF AN APPROXIMATELY 5.315 ACRE TRACT OF CITY-OWNED PROPERTY LOCATED WITHIN THE MESQUITE RODEO CITY REINVESTMENT ZONE NUMBER ONE, CITY OF MESQUITE, TEXAS (THE "CITY TRACT") TO MM MESQUITE 50, LLC, A TEXAS LIMITED LIABILITY COMPANY (THE "DEVELOPER"); AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FINALIZE AND EXECUTE A CONTRACT OF SALE, DEED AND ALL OTHER DOCUMENTS NECESSARY OR ADVISABLE TO COMPLETE THE SALE OF THE CITY TRACT TO THE DEVELOPER; APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN AGREEMENT FOR SUCH PURPOSES WITH THE DEVELOPER PROVIDING A GRANT TO THE DEVELOPER IN THE AMOUNT OF THE PURCHASE PRICE OF THE CITY TRACT, THE CITY TRACT TO BE DEVELOPED AS PART OF A MIXED USE DEVELOPMENT CONTAINING RETAIL, RESTAURANT, OFFICE, RESIDENTIAL COMPONENTS, AND OTHER ASSOCIATED USES IN ACCORDANCE WITH CITY ORDINANCE NO. 4595 (THE "IRON HORSE PROJECT") IN THE CITY OF MESQUITE, TEXAS; AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Mesquite, Texas ("City") and MM Mesquite 50, LLC, a Texas limited liability company (the "Developer") have executed that certain Iron Horse Development Agreement dated November 19, 2018, as amended by that certain First Amendment to Iron Horse Development Agreement between the City and the Developer dated effective March 18, 2019 and as hereafter amended (the "Iron Horse Development Agreement") for the design, development and construction of a mixed use development containing retail, restaurant, office, residential components, and other associated uses in accordance with City Ordinance No. 4595 (the "Iron Horse Project"); and

WHEREAS, the City owns an approximately 5.315 acre tract of land within the Mesquite Rodeo City Reinvestment Zone Number One, City of Mesquite, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "City Tract"); and

WHEREAS, the Iron Horse Development Agreement contemplates that the City Tract will be purchased by the Developer for \$926,100, which is the fair market value of the City Tract, in accordance with Section 272.001(b)(6) of the Texas Local Government Code, and developed as part of the Iron Horse Project; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the City and other municipalities to establish and provide for the administration of programs that promote local economic development and stimulate business and commercial activity; and

WHEREAS, the City Council of the City (the "City Council") has been presented with a proposed agreement providing economic development incentives to the Developer providing a grant to the Developer in the amount of \$926,100 to purchase the City Tract, a copy of said agreement being attached hereto as Exhibit "B" and incorporated herein by reference (the "Agreement"); and

WHEREAS, a grant to the Developer in the amount of the purchase price of the City Tract will incentivize the development of the Iron Horse Project; and

WHEREAS, the City Council has determined that the sale of the City Tract to the Developer is in the public interest of the City and its citizens; and

WHEREAS, after holding a public hearing and upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement will assist in implementing a program whereby local economic development will be promoted, and business and commercial activity will be stimulated in the City.

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

SECTION 1. That the City Council hereby approves the sale of the City Tract to the Developer for the purchase price of \$926,100.00, and hereby authorizes the City Manager to negotiate, finalize and execute a contract of sale, deed and all other documents necessary or advisable to complete the sale of the City Tract to the Developer.

SECTION 2. That the City Council finds that the terms of the proposed Agreement by and between the City and the Developer, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, providing a grant to the Developer in the amount of the purchase price of the City Tract, will benefit the City and will accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City in accordance with Section 380.001 of the Texas Local Government Code.

SECTION 3. That the City Council hereby adopts an economic development program whereby, subject to the terms and conditions of the Agreement, the City will provide economic development incentives to the Developer and take other specified actions as more fully set forth in the Agreement in accordance with the terms and subject to the conditions outlined in the Agreement.

SECTION 4. That the terms and conditions of the Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City and its citizens, are hereby approved.

SECTION 5. That the City Manager is hereby authorized to finalize and execute the Agreement and all other documents necessary to consummate the transactions contemplated by the Agreement.

SECTION 6. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) 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; (iii) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the Agreement that requires the consent of the City pursuant to the terms of the Agreement shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (v) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 6 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 5 shall not include the authority to take any action than cannot be delegated by the City Council or that is within the City Council's legislative functions.

SECTION 7. 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.

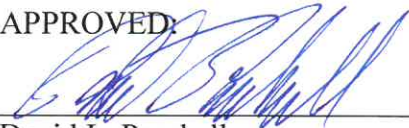
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of June 2019.

Stan Pickett
Mayor

ATTEST:

APPROVED:

Sonja Land
City Secretary



David L. Paschall
City Attorney

DESCRIPTION

Being a 5.315 acre tract of land situated in the Joe Badgley Survey, Abstract number 74, City of Mesquite, Dallas County, Texas, and being all of that certain tract or parcel of land as described in deed to JADO Properties, Inc. as recorded in Volume 87209, Page 1419 of the Deed Records of Dallas County, Texas, said 5.315 acre tract being more particularly described as follows:

Beginning at a 1/2 inch iron rod found for the southeast corner of the herein described tract, the southeast corner of said JADO tract, the southernmost southwest corner of a called 2.821 acre tract of land as described in deed to Scyene Rodeo, LTD. as recorded in Volume 2000064, Page 2651 of said Deed Records, said iron rod also being in the north right-of-way line of Rodeo Drive (a 60 foot wide right-of-way) and being South 89 degrees 06 minutes 14 seconds West, a distance of 166.28 feet from the intersection of the north right-of-way line of Rodeo Drive with the west right-of-way line of Hickory Tree Road (a 60 foot wide right-of-way);

Thence South 89 degrees 06 minutes 14 seconds West, along the south line of said JADO tract and the north right-of-way line of Rodeo Drive, a distance of 545.97 feet to a 1/2 inch iron rod found for the southwest corner of said JADO tract and the southeast corner of a called 1.9483 acre tract (Tract 5) as described in said Scyene Rodeo, LTD. deed and being North 89 degrees 06 minutes 14 seconds East, a distance of 208.67 feet from a 1/2 inch iron rod found for reference;

Thence North 00 degrees 43 minutes 50 seconds West, along the west line of said JADO tract and east line of said called 1.9483 acre tract, a distance of 497.71 feet to a 1/2 inch iron rod found for the northwest corner of said JADO tract and the northeast corner of said called 1.9483 acre tract and being in the South line of a called 18.3003 acre tract (Tract 2) of said Scyene Rodeo, LTD. deed, said iron rod also being North 44 degrees 15 minutes 38 seconds East, a distance of 310.11 feet from a 1/2 inch iron rod found for the southernmost southwest corner of said called 18.3003 acre tract;

Thence North 89 degrees 10 minutes 20 seconds East, along the north line of said JADO tract and the south line of said called 18.3003 acre tract, a distance of 366.01 feet to a 1/2 inch iron rod found for the northernmost northeast corner of said JADO tract and the northernmost northwest corner of aforesaid called 2.821 acre tract;

Thence along the common line of said JADO tract and said called 2.821 acre tract the following calls:

South 00 degrees 44 minutes 54 seconds East, a distance of 222.59 feet to a 3/8 inch iron rod found;

North 89 degrees 08 minutes 34 seconds East, a distance of 179.97 feet to a 1/2 inch iron rod found;

South 00 degrees 42 minutes 52 seconds East, a distance of 274.56 feet to the Point Of Beginning and containing 5.315 acres or 231,525 square feet of land more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "B"

380 Agreement between

The City of Mesquite and MMM Mesquite 50, LLC

**For the Transfer and Sale of City-Owned Property
in Accordance with Ordinance No. 4595
(the "Iron Horse Project")**

(to be attached)