

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MESQUITE, TEXAS, BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOURTEEN, CITY OF MESQUITE, TEXAS (ALCOTT LOGISTICS STATION) (THE “TIRZ”), AND ALCOTT LOGISTICS STATION TRACT D, LP, REGARDING THE REIMBURSEMENT OF PROJECT COSTS FOR PUBLIC IMPROVEMENTS WITHIN THE TIRZ; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mesquite, Texas (the “**City**”), created Reinvestment Zone Number Fourteen, City of Mesquite, Texas (Alcott Logistics Station) (the “**TIRZ**”), and established a Board of Directors for the TIRZ (the “**Board**”) to promote development or redevelopment in the TIRZ pursuant to Ordinance No. 4853, approved by the City Council on April 5, 2021, in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the “**Act**”); and

WHEREAS, the TIRZ consists of approximately 251.8175 acres and being the property located within the boundary description attached hereto as Exhibit A and made a part hereof for all purposes and being generally depicted as the shaded area on the boundary map attached hereto as Exhibit B and made a part hereof for all purposes; and

WHEREAS, the City owns the following two (2) tracts of land located within the TIRZ: (i) a tract consisting of approximately 50.67364 acres and being more particularly described by metes and bounds in Exhibit C; and (ii) a tract consisting of approximately 23.03668 acres and being more particularly described by metes and bounds in Exhibit D (collectively the “**Property**”); and

WHEREAS, the City purchased the Property in 1995; and

WHEREAS, the Property has remained undeveloped during the City’s ownership of the Property; and

WHEREAS, the Property needs significant development to attract businesses and economic activity to the Property; and

WHEREAS, on May 3, 2021, the City Council approved a Master Development Agreement and Chapter 380 Agreement (the “**MDA**”) between the City, Alcott Logistics Partners, LP, a Texas limited partnership (the “**Developer**”) and Alcott Logistics Station Tract D, LP, a Delaware limited partnership (“**Tract D/CPI Developer**”) relating to the development of the Property as a master planned industrial development with common amenities, design standards,

and in a manner consistent with the operation of a Class A industrial business park to be known as “Alcott Logistics Station”; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the MDA; and

WHEREAS, the Developer desires to improve and develop the Property by and through one or more Development Entities; and

WHEREAS, the Tract D/CPI Developer is an Affiliate of Developer that is under common control with the Developer and has been formed for the purpose of purchasing a portion of the Property and undertaking the design, construction and installation of certain public infrastructure and public improvements for the benefit of the development of the Property as more particularly described in the MDA (the “**Common Public Improvements**”); and

WHEREAS, on May 3, 2021, the Board approved a project plan and reinvestment zone financing plan for the TIRZ and recommended approval of such project plan and reinvestment zone financing plan to the City Council for approval; and

WHEREAS, on May 3, 2021, the City Council approved a project plan and reinvestment zone financing plan for the TIRZ by Ordinance No. _____ (the “**TIRZ Project and Financing Plan**”); and

WHEREAS, the TIRZ Project and Financing Plan identifies the Common Public Improvements as projects eligible for reimbursement by the TIRZ; and

WHEREAS, the City Council has been presented with a proposed Reimbursement Agreement between the City, the Board and the Tract D/CPI Developer to use a portion of the TIRZ Revenues to reimburse the Tract D/CPI Developer for Common Public Improvements Project Costs in connection with the design, construction and installation of the Common Public Improvements up to a Reimbursement Cap under the terms and subject to the conditions set forth in the Reimbursement Agreement attached hereto as Exhibit E and made a part hereof for all purposes (the “**Reimbursement Agreement**”); and

WHEREAS, the Common Public Improvements are projects that qualify for reimbursement under the TIRZ Act; and

WHEREAS, the City and the Board desire to dedicate a portion of the TIRZ Revenues to directly reimburse the Tract D/CPI Developer for Common Public Improvements Project Costs up to the Reimbursement Cap to facilitate the development of the Property under the terms and subject to the conditions set forth in the MDA and the Reimbursement Agreement; and

WHEREAS, the Board desires to enter into the Reimbursement Agreement with the City and the Tract D/CPI Developer; and

WHEREAS, the Board found and determined that approval of the Reimbursement Agreement by the Board and the Board's recommendation to the City Council to approve the Reimbursement Agreement are in the best interest of the TIRZ and the citizens of the City; and

WHEREAS, the City Council finds that the Reimbursement Agreement and the dedication of a portion of the TIRZ Revenues to directly reimburse the Tract D/CPI Developer for Common Public Improvements Project Costs up to the Reimbursement Cap under the terms and subject to the conditions set forth in the MDA and the Reimbursement Agreement are necessary to implement the TIRZ Project and Financing Plan; and

WHEREAS, the City Council finds and determines that the Reimbursement Agreement is in the best interest of the TIRZ and the citizens of the City.

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

SECTION 1. That the statements, facts, findings and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this Resolution and adopted as part of this Resolution for all purposes.

SECTION 2. That in accordance with the Act, the City Council of the City of Mesquite, Texas, hereby approves the Reimbursement Agreement attached hereto as Exhibit E and incorporated herein for all purposes, and hereby authorizes the City Manager to finalize and execute the Reimbursement Agreement and all other documents necessary to consummate the transactions contemplated by the Reimbursement Agreement and to take such actions and to execute such documents as may be necessary or advisable to carry out the intent and purpose of the Reimbursement Agreement and this Resolution.

SECTION 3. That the City Manager is further authorized to administer the Reimbursement Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) take all actions and approve all matters that by the terms of the Reimbursement Agreement are to be taken or approved by the City Manager; (ii) provide any notices required or permitted by the Reimbursement Agreement; (iii) approve amendments to the Reimbursement Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Reimbursement Agreement in excess of \$50,000 or materially change any terms or provisions of the Reimbursement Agreement, as determined by the City Manager; (iv) approve or deny any matter in the Reimbursement Agreement that requires the consent of the City; (v) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Reimbursement Agreement; (vi) exercise any rights and remedies available to the City under the Reimbursement Agreement; and (vii) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 3, provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 3 shall not include: (a) the authority to take any action or approve any matter that by the terms of the Reimbursement 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 4. That should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

SECTION 5. That this resolution shall take effect immediately from and after its passage.


DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 3rd day of May 2021.

Bruce Archer
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Sonja Land
City Secretary



David L. Paschall
City Attorney

EXHIBIT A

Boundary Description of Reinvestment Zone Number Fourteen, City of Mesquite, Texas (Alcott Logistics Station)

Beginning at the southeast corner of Paragon Park Blk 1 Lot 1 RA, thence:

Northerly along the east property line of Paragon Park Blk 1 Lot 1 RA and departing said property line with a parallel line continuing over and across E. Scyene Road to a point where said line reaches the north ROW line of E. Scyene Road, thence:

Easterly along the north ROW line of E. Scyene Road to a point where said ROW line is parallel to the east property line of Thomas F. McKinney & Samuel M. Williams Survey, ABST 1026 PG 525 Tract 1, thence:

Southerly over and across E. Scyene Road ROW and continuing along the east property line of Thomas F. McKinney & Samuel M. Williams Survey, ABST 1026 PG 525 Tract 1 to a point where said property line intersects the south property line of said Tract 1 for the southeast corner of said Tract 1, thence:

Westerly along the south property line of Thomas F. McKinney & Samuel M. Williams Survey, ABST 1026 PG 525 Tract 1 to a point where said property line intersects with the common east property line of said Tract 1 and Thomas F. McKinney & Samuel M. Williams Survey, ABST 1026 PG 525 Tract 1.3, thence:

Southerly along the common east property line of Thomas F. McKinney & Samuel M. Williams Survey, ABST 1026 PG 525 Tract 1 and Tract 1.3 to a point where said common property line intersects the south property line of said Tract 1.3 for the southeast corner of Tract 1.3, thence:

Westerly along the south property line of Thomas F. McKinney & Samuel M. Williams Survey, ABST 1026 PG 525 Tract 1.3 and departing said property line with a parallel line continuing over and across Faithon P. Lucas, Sr. Boulevard to a point where said line reaches the west ROW line of Faithon P. Lucas, Sr. Boulevard, thence:

Northerly along the west ROW line of Faithon P. Lucas, Sr. Boulevard until said ROW line intersects the south ROW line of Newsom Road, thence:

Westerly along the south ROW line of Newsom Road to the northeast corner of Creek Crossing Estates 15 PH (A) Blk A Lot 1, thence:

Northerly over and across Newsom Road and continuing along the east property line of Calvary First Baptist Church Lot 1 to a point where said property line intersects the abandoned south ROW line of East Glen Boulevard, thence:

Westerly along the abandoned south ROW line of East Glen Boulevard to a point of commencement of the south ROW line of East Glen Boulevard and continuing along said ROW line to a point where said ROW line is parallel to the east property line of Paragon Park Blk 2 Lot 1, thence:

Northerly over and across East Glen Boulevard and continuing along the east property line of Paragon Park Blk 2 Lot 1 to a point where said line intersects the north property line of said Lot 1 for the northeast corner of Lot 1, thence:

Westerly along the north property line of Paragon Park Blk 2 Lot 1 to a point where said line reaches the southeast corner of Paragon Park Blk 1 Lot 1 RA, which is the point of beginning.

EXHIBIT B

Map Depiction of Reinvestment Zone Number Fourteen, City of Mesquite, Texas (Alcott Logistics Station)



TRACT 2:

Being all that certain tract or parcel of land situated in the City of Mesquite, Dallas County, Texas, out of the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358 and the THOMAS J. SEWELL SURVEY, ABSTRACT NO. 1359, and being part of that property conveyed to Phil L. Hudson by Catherine Yates Payne and husband Phillip M. Payne by Deed recorded in Volume 2329, Page 310 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod for corner in the Southerly line of Scyene Road (60 Foot R.O.W.) said point being the Northeast corner of a certain tract of land conveyed by Gertrude Kenney Hudson to Wilburn Leon Ladyman and Mildred B. Ladyman by Deed recorded in Volume 85007, Page 5277 of the Deed Records of Dallas County, Texas;

THENCE South 83 degrees 34 minutes 30 seconds East with said line of Scyene Road, a distance of 2744.65 feet to a 1/2 inch iron rod in the East line of said Hudson tract;

THENCE South 0 degrees 55 minutes 10 seconds West with the East line of said Hudson property, a distance of 660 feet to a 1/2 inch iron rod for the Northeast corner of that certain tract of land conveyed to the County of Dallas Texas, by Deed from Gertrude Kenney Hudson, a widow, recorded in Volume 75112, Page 1271 Deed Records of Dallas County, Texas, said Dallas County tract being known as East Glen Boulevard (100 foot R. O. W.);

THENCE North 89 degrees 45 minutes 51 seconds West with the North line of East Glen Boulevard, a distance of 2732.18 feet to a 1/2 inch iron rod at the Southeast corner of a tract of land conveyed to Wilburn Leon Ladyman and Mildred B. Ladyman by Deed recorded in Volume 85007, Page 5279 Deed Records of Dallas County, Texas;

THENCE North 0 degrees 55 minutes 10 seconds East, a distance of 955.93 feet to the PLACE OF BEGINNING and containing 50.67364 acres of land, more or less.

TRACT 3:

Being all that certain tract or parcel of land situated in the City of Mesquite, Dallas County, Texas, out of the JAMES M. SEWELL SURVEY, ABSTRACT NO. 1358 and the THOMAS J. SEWELL SURVEY, ABSTRACT NO. 1359, and being part of that property conveyed to Phil L. Hudson by Catherine Yates Payne and husband Phillip M. Payne by Deed recorded in Volume 2329, Page 310 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod for corner in the South line of a tract of land conveyed to the County of Dallas, Texas, by Gertrude Kenney Hudson, a widow, by Deed recorded in Volume 75112, Page 1271 of the Deed Records, Dallas County, Texas, said tract being known as East Glen Boulevard (100 foot R.O.W.), said point also being in the East line of a certain tract of land conveyed to Hollis Boone Memorial Post by Deed recorded in Volume 77211, Page 1265 Deed Records, Dallas County, Texas;

THENCE South 89 degrees 45 minutes 51 seconds East with the South line of East Glen Boulevard, a distance of 2931.36 feet to a 1/2 inch iron rod in the East line of said Hudson tract;

THENCE South 0 degrees 55 minutes 10 seconds West with the East line of said Hudson tract, a distance of 720 feet to a "P.K." nail for corner in Newsome Road (variable width R.O.W.) said point being in the common line of the James M. Sewell Survey and the R. W. Rowe Survey, being the Southeast corner of said Hudson tract;

THENCE North 89 degrees 43 minutes 15 seconds West with said survey line, a distance of 825.94 feet to a "P.K." nail for corner at the intersection of said Survey line with the Northerly line of a tract of land conveyed to the County of Dallas, September 14, 1939, said tract being known as the Old Terrell Interurban R.O.W.;

THENCE North 77 degrees 33 minutes 40 seconds West with the North line of said Dallas County Tract a distance of 2146.54 feet to a 1/2 inch iron rod at the Southeast corner of said Hollis Boone Memorial Post tract;

THENCE North 0 degrees 55 minutes 10 seconds East with the East line of said Boone tract, a distance of 263.19 feet to the PLACE OF BEGINNING and containing 37.41726 gross acres of land, less 0.40058 acres in Newsome Road, leaving 37.01668 Net Acres of land.

SAVE AND EXCEPT that certain fourteen (14) acre tract of real property legally described as follows:

BEING all that certain tract or parcel of land situated in the City of Mesquite, Dallas County, Texas, out of the James M. Sewell Survey, Abstract No. 1358 and the Thomas J. Sewell Survey, Abstract No. 1359, and being part of that property conveyed to Phil L.

Hudson by Catherine Yates Payne and husband, Phillip M. Payne by Deed recorded in Volume 2329, Page 310, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod for corner in the South line of a tract of land conveyed to the County of Dallas, Texas, by Gertrude Kenney Hudson, a widow, by Deed recorded in Volume 75112, Page 1271, of the Deed Records of Dallas County, Texas, said tract being known as East Glen Boulevard (a 100' RCW), said point also being in the East line of a certain tract of land conveyed to Hollis Boone Memorial Post of Deed recorded in Volume 77211, Page 1253, Deed Records of Dallas County, Texas;

THENCE: S 89°45'51" E, with the South line of East Glen Boulevard, a distance of 1447.54 feet to a point for corner;

THENCE: S 00°55'10" W, a distance of 577.46 feet to a point for corner in the Northerly line of a tract of land conveyed to the County of Dallas, September 14, 1939, said tract being known as the Old Terrell Interurban RCW;

THENCE: N 77°33'40" W, with the North line of said Dallas County tract, a distance of 1477.19 feet to a point for corner, being the Southeast corner of said Hollis Boone Memorial Post tract;

THENCE: N 00°55'10" E, with the East line of said Boone tract, a distance of 265.19 feet to the PLACE OF BEGINNING and containing 14.000 acres of land, more or less.

EXHIBIT E

REIMBURSEMENT AGREEMENT BETWEEN

THE CITY OF MESQUITE,

**THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOURTEEN,
CITY OF MESQUITE, TEXAS (ALCOTT LOGISTICS STATION), AND**

ALCOTT LOGISTICS STATION TRACT D, LP

(TO BE ATTACHED)