

EXHIBIT ONE

**DEVELOPMENT AGREEMENT  
WITH SOWELL RESERVE ASSOCIATES, L.P., FOR PUBLIC IMPROVEMENTS TO  
PROPERTY WITHIN TAX INCREMENT FINANCING REINVESTMENT ZONE  
NUMBER 1, CITY OF MANSFIELD**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the **City of Mansfield**, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (hereinafter called “City”), the **Board of Directors of the Tax Increment Financing Reinvestment Zone Number One**, City of Mansfield, Texas (hereinafter called “Board”), and **Sowell Reserve Associates, L.P.**, a Texas limited partnership (hereinafter called “the Owner”).

**WITNESSETH:**

**WHEREAS**, City recognizes the importance of its continued role in local economic development; and

**WHEREAS**, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “Act”), on December 13, 2006, the Mansfield City Council approved Ordinance No. 1608, creating, establishing and designating “Tax Increment Financing Reinvestment Zone Number One, City of Mansfield” (hereinafter called the “TIF District” or “District”); and

**WHEREAS**, the Owner owns certain real property (the “Property,” defined more particularly hereinafter) situated within the TIF District and intends to develop the Property for use as a high-quality residential development together with ancillary areas and improvements; and

**WHEREAS**, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

**WHEREAS**, on November 28, 2007, after approval of the Board, the Mansfield City Council approved Ordinance No. OR-1655-07 approving the Tax Increment Financing Reinvestment Zone Number One Project Plans (herein so called), and the Financing Plan (herein so called); and

**WHEREAS**, on or about May 23, 2016, the Board authorized the execution of this Agreement, for the construction of public improvements in accordance with the approved Project Plans and Financing Plan, and authorizing reimbursement to the Owner from the Tax Increment Fund (defined hereinafter) for the construction of the Public Improvements (defined hereinafter) under the conditions set forth herein; and

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_, the City Council authorized the execution of this Agreement, for the construction of the Public Improvements to facilitate development of the Property and the construction of the Private Improvements (hereinafter defined) in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Owner from the Tax Increment Fund for the construction of the Public Improvements under the conditions set forth herein; and

**WHEREAS**, the Public Improvements constructed within the TIF District boundaries, as set forth in this Agreement, are consistent with encouraging development of the TIF District in accordance with the purposes for its creation and are in compliance with the ordinance creating the TIF District adopted by the City and all applicable laws; and

**WHEREAS**, the City and Board agree to reimburse funds advanced by the Owner for the cost of constructing the Public Improvements up to One Million Five Hundred Forty One Thousand One Hundred and Fifteen Dollars (\$1,541,115.00) as contemplated herein and as contemplated by the Act and is consistent with the Project Plan and Financing Plan;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

## **SECTION 1. DEFINITIONS**

In this Agreement, the following words shall have the meanings ascribed to them:

**AVAILABLE TIF DISTRICT REVENUE** means that portion of the TIF District Revenue generated by and attributable to the Property, including the Private Improvements and Residential Improvements after January 1, 2017, excluding (a) the portion of said TIF District Revenue generated by the Base Year Value (hereinafter defined) and (b) ad valorem tax revenues attributable to the mineral estate (which includes but is not limited to oil and gas).

**BASE YEAR VALUE** means the real property market value of the Property as established by the Tarrant or Johnson County Appraisal Districts, as applicable, as of January 1, 2016, excluding any value from any mineral estate.

**CITY TAX INCREMENT** means 65% of the difference between (a) the City's ad valorem property taxes attributable to the TIF District for 2006 and (b) the City's ad valorem property taxes attributable to the TIF District for each year following 2006.

**CONSTRUCTION COSTS** means the actual costs incurred related to the construction of the Public Improvements including site preparation, SWPP work, trench safety, traffic control, equipment rental, labor and materials, engineering costs,

contractor bonds and insurance, surveying costs, geotech and materials testing, permit and inspection fees. It does not include Owner's insurance costs, impact fees, marketing costs or any interest paid to finance the Construction Costs.

COUNTY TAX INCREMENT means 30% of the difference between (a) the County's ad valorem property taxes attributable to the TIF District for 2006, and (b) the County's ad valorem property taxes attributable to the TIF District for each year following 2006.

EFFECTIVE DATE shall have the meaning as defined in Section 15 of this Agreement.

EVENT OF BANKRUPTCY OR INSOLVENCY means the dissolution or termination of the Owner's existence as a going business, insolvency, appointment of receiver for any part of the Owner's Property and such appointment is not terminated within 60 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 the Owner and such proceeding is not dismissed within 60 days after the filing thereof.

OWNER REIMBURSEMENT means the Payments (hereinafter defined) to the Owner of an amount not to exceed One Million Five Hundred Forty One Thousand One Hundred and Fifteen Dollars (\$1,541,115.00) paid pursuant to Section 3 of this Agreement.

PAYMENT(S) means the annual payment of Owner Reimbursement made to the Owner by the City or the TIF District pursuant to Section 3 of this Agreement from Available TIF District Revenue.

PRELIMINARY PLAT means the preliminary plat of the Property dated December 7, 2015, and approved by the City, a true and correct copy of Sheet 1 of which is attached hereto as Exhibit "B", and incorporated herein.

PUBLIC IMPROVEMENTS means, collectively, (a) a 16-inch water line along S. Mitchell Road extending from its current terminus south of Heritage Parkway to the existing water line in Mathis Road (the "Waterline"), and (b) the east- west minor collector from S. Mitchell Road to the west boundary of the Tarrant County Water Control & Improvement District Number One tract, depicted as River Birch Drive on the Preliminary Plat, including paving and associated storm sewer, anticipated to be constructed in two phases (the "Minor Collector"), as depicted on Exhibit "C," attached hereto and incorporated herein.

PRIVATE IMPROVEMENTS means (a) the subdivision of the Property for a residential development containing approximately 344 residential lots in substantial conformance with the Preliminary Plat and in accordance with The Reserve Planned Development Standards adopted via City of Mansfield Ordinance No. OR-1859-12 (the

“Reserve PD Standards”); (b) the “Local Streets” (including paving and associated storm sewer) reflected on the Preliminary Plat as segmented in Phase 1, Phase 2, Phase 3, and Phase 4; (c) the public utilities for each Phase to the extent necessary for Subdivision Acceptance (hereinafter defined), (d) the hardscape improvements for each applicable Phase as depicted on Exhibit “D” attached hereto and incorporated herein by reference, and (e) the landscaping improvements for each applicable phase depicted on Exhibit “D” that are located within the open space/common area lots described on the Preliminary Plat as follows:

1. Lots 1X and 5X, Block 24 (median in the Minor Collector - River Birch Drive);
2. Lots 15X, Block 4, 19X, Block 5, 11X, Block 18 and 20X, Block 17 along both sides of the Minor Collector - River Birch Drive;
3. Lots 15X, Block 4 and 19X, Block 5 adjacent to the east side of South Mitchell Road at its intersection with Local Street Cottonwood Drive;
4. Lots 19X, Block 5 and 24X, Block 8 adjacent to the east side of South Mitchell Road at its intersection with Local Street Bluewood Lane; and
5. Lot 1X, Block 9 and Lot 9X, Block 10 adjacent to the north side of Mathis Road at its intersection with Rendon Place.

PROPERTY means the approximately 138.184-acre tract upon which the Private Improvements will be constructed, described by metes and bounds in Exhibit “A,” attached hereto and incorporated herein.

PROPERTY AD VALOREM TAXES means the ad valorem taxes payable to the Tax Increment Fund attributable to the value of the Property, Private Improvements and Residential Improvements over the Base Year Value, excluding ad valorem tax revenues attributable to oil and gas revenues.

RESIDENTIAL IMPROVEMENTS means the homes, garages, ancillary structures, and common area structures and amenities constructed on the Property.

SUBDIVISION ACCEPTANCE/PHASE I means the date the City Engineer issues a letter of acceptance for Phase I, which shall be issued promptly after completion of the Public Improvements and the Private Improvements for Phase I in accordance with the plans and specifications for Phase I approved by the City.

TAX INCREMENT FUND means the Tax Increment Fund of Mansfield Tax Increment Financing Reinvestment Zone No. 1, excluding ad valorem tax revenues attributable to oil and gas revenues.

TIF DISTRICT means the “Tax Increment Financing Reinvestment Zone Number One, City of Mansfield” created by Ordinance No. 1608 comprising approximately 3,100 acres of which the Property is a part.

TIF DISTRICT REVENUE means the total revenue collected by the TIF District pursuant to the Act and Mansfield Ordinance No. 1608 to be deposited into the Tax Increment Fund from the City Tax Increment and the County Tax Increment, excluding revenues attributable to the mineral estate (which includes, but is not limited to oil and gas).

## SECTION 2. THE OWNER'S OBLIGATIONS

A. Generally. In conjunction with the long-term development plan for the TIF District, as described in the Project Plan, the Owner agrees to design and construct (or cause to be designed and constructed) the Private Improvements in up to four phases. The Public Improvements are to be located entirely within the limits of the City and within the TIF District. All Public Improvements shall be constructed within public property, public rights-of-way or easements held for the benefit of the public. All public rights-of-way and easements necessary for the Public Improvements shall be dedicated to the City prior to commencement of construction of the Public Improvements.

B. Public Improvements.

1. Construction Plans; Construction Schedule; Surveying. The Owner shall submit to the City for approval complete construction plans for the Public Improvements. The construction plans shall be prepared by a professional engineer or architect licensed to practice in the State of Texas, at Owner's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. The Owner shall pay all costs of engineering design and surveying for the Public Improvements directly to the professionals providing said design and surveying services.
2. Public Improvement Conveyance. Any Public Improvements shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement. At the time of conveyance the Owner shall deliver to the City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Public Improvements showing they have been paid for such labor and materials.
3. Easement Acquisition. If the Public Improvements are not located in existing public rights-of-way or easements or on land owned by the City or the public, Owner agrees to acquire and donate all the land necessary for the construction of the Public Improvements.
4. Evidence of Expenditure for Construction Costs. Prior to any payments made by the City under Section 3 of this Agreement, the

Owner shall submit to the City evidence reasonably satisfactory to the City of the Owner's expenditure for the Construction Costs.

C. Private Improvements.

1. In General. The Private Improvements may be constructed in phases as depicted on Exhibit "B." The Owner shall design and construct all phases of the Private Improvements in full conformance with City ordinances, the Reserve PD Standards, and the Preliminary Plat.
2. Construction of Phase 1 (as shown on Exhibit "B") Private Improvements or construction of the Waterline shall commence within twelve (12) months following the Effective Date of this Agreement.

D. Asphalt Overlay on S. Mitchell Road. As a condition to Subdivision Acceptance/Phase 1, the Owner shall deliver to the City One Hundred and Five Thousand Dollars (\$105,000.00) (the "Overlay Funds"), such funds to be used promptly by the City for the Asphalt Overlay (defined hereinafter) of S. Mitchell Road.

E. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations, or other law.

### **SECTION 3. CITY PARTICIPATION**

A. Payment. In consideration of the Owner's agreement to construct the Public Improvements and the Private Improvements and subject to the Owner's compliance with its duties and obligations in this Agreement, and after receiving evidence satisfactory to the City of the Owner's actual expenditure for the Construction Costs, the City shall reimburse the Owner up to an amount no greater than the principal sum of One Million Five Hundred Forty-One Thousand One Hundred Fifteen and no/100 Dollars (\$1,541,115.00) (the "Owner Reimbursement") for the Construction Costs, upon the following terms:

1. Payment for Waterline. The City will reimburse the Owner for the construction of the Waterline depicted in Exhibit "C" according to the following schedule:
  - a. Upon completion of the Waterline, the City shall pay to the Owner Three Hundred Ninety-One Thousand Five Hundred Fifty-Seven Dollars and Fifty Cents (\$391,557.50), in a lump sum, from the TIF District Revenue or City General Fund.

- b. Additionally, commencing the calendar year after Subdivision Acceptance/Phase 1, the Owner shall receive an annual Payment in the amount of the Available TIF District Revenue until the sum of the Payments and the lump sum paid under Section 3.A.1(a) above for the Waterline equals Seven Hundred Eighty Three Thousand One Hundred Fifteen Dollars (\$783,115.00) or the actual Construction Costs expended, whichever is less.
  2. Payment for Minor Collector. The Minor Collector is to be constructed in phases. The City will reimburse the Owner for the Phase 1 Minor Collector (from S. Mitchell Road to Rendon Place as depicted on the Preliminary Plat) and the Phase 3 Minor Collector (from Rendon Place to the west boundary of the Tarrant County Water Control & Improvement District Number One tract), according to the following schedule.
    - a. Upon Subdivision Acceptance/Phase 1, payment in lump sum of Three Hundred Seventy Eight Thousand Dollars (\$378,000.00) shall be made to the Owner from the TIF District Revenue or City General Fund for the Phase 1 Minor Collector.
    - b. Upon completion of the Phase 3 Minor Collector, the Owner shall be entitled an annual Payment in the amount of the Available TIF District Revenue until the sum of the Payments and the lump sum paid under Section 3.A.2(a) above for the Minor Collector equals Seven Hundred Fifty-Eight Thousand Dollars (\$758,000.00), or the actual Construction Costs expended, whichever is less.
  3. Termination of Payment. The City's obligation to make the Payment will terminate when the Owner is reimbursed for the Owner Reimbursement. Additionally, the City's obligation to pay the Owner Reimbursement ends on the date twenty (20) years after the date of Subdivision Acceptance/Phase I.
  4. Maximum Payment. The City will not make any Payment in excess of the lesser of One Million Five Hundred Forty-one Thousand One Hundred Fifteen Dollars (\$1,541,115.00), or the actual expenditure for Construction Costs.

B. Payment from Tax Increment Funds Only. Unless specified hereinabove, nothing in this Agreement shall obligate or require the City to make Payments from any source of City funds other than the Available TIF District Revenue, under the terms set forth in this Agreement.

C. Declaration of Necessity. The City declares that the reimbursement procedure outlined above is necessary to implement the Project Plans.

D. Asphalt Overlay on S. Mitchell Road. Upon receiving the \$105,000 from the Owner, the City will perform an asphalt overlay on S. Mitchell Road, starting at the current concrete pavement terminus south of Heritage Parkway to a point approximately fifty (50) feet south of the Minor Collector (the "Asphalt Overlay"), to be completed within 120 days from the date of Subdivision Acceptance/Phase I (the "Asphalt Overlay Deadline"). If the Asphalt Overlay is not completed by the Asphalt Overlay Deadline, Owner shall be entitled to receive, and the City shall be obligated to return, the Overlay Funds, and neither party shall have any obligation to the other with regard to the Asphalt Overlay.

#### **SECTION 4. TERM**

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (b) on the date twenty (20) years after the date of Subdivision Acceptance/Phase I, whether or not Payment has been made in full; (c) upon the City's termination of this Agreement pursuant to Section 6 hereof.

#### **SECTION 5. AUTHORITY; COMPLIANCE WITH LAW**

A. The Owner 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 the Owner and this Agreement constitutes the legal, valid and binding obligation of the Owner, and is enforceable in accordance with its terms and provisions.

B. Notwithstanding any other provision of this Agreement, the Owner shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Property and the Private Improvements.

D. As required by Subchapter B of Chapter 2264 of the Texas Government Code, the Owner certifies that to the Owner's actual knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Payment set forth in this Agreement the Owner is convicted under 8 USC Section 1324(a)(6), he shall repay the amount of the Payment (or portion that he has received) plus 10% interest not later than the 120<sup>th</sup> day after the date the City notifies the Owner of the violation.

E. The City hereby represents and warrants to the Owner during the term of this Agreement that:



1. The City is a home rule Texas municipal corporation and has the power to enter into this Agreement and take all actions required to authorize this Agreement and to carry out its obligations hereunder.
2. The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.
3. The City knows of no law, order, rule or regulation applicable to the City that would be contravened by, or conflict with, the execution and delivery of this Agreement and performance of the City's obligations hereunder.
4. The City has not committed any portion of Available TIF District Revenue to any developer with respect to the Project or the Property other than to Owner by this Agreement or by subsequent agreements to be entered into between the City and Owner with respect to future Phases of the Project.

## **SECTION 6. DEFAULT AND REMEDIES**

A. In the event: (i) the Owner fails to comply with the terms of this Agreement; (ii) the Owner has delinquent ad valorem or sales taxes owed to the City (provided that the Owner retains the right to timely and properly protest and/or contest any such taxes) and the City elects not to offset such delinquent amounts against a Payment; (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by the Owner prior to substantially completion of the Public Infrastructure; or (iv) the Owner materially breaches any of the material terms and conditions of this Agreement, then the Owner after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Owner written notice of such breach and/or default, and if the Owner has not cured such breach or default within 30 days after receipt of such notice, the City may terminate this Agreement by written notice to the Owner, and the City shall have no further obligation to the Owner.

B. If a default shall occur and continue, after 30 days written notice to cure the default, the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

C. No waiver or 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 Mansfield.

## **SECTION 7. RIGHT OF OFFSET**

City may, at its option, offset any amounts due and payable to the Owner under this Agreement against any debt (including taxes) lawfully due and delinquent to City, or any other taxing unit participating in the Payment under this Agreement, from the Owner in connection with the Property, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court; provided, however, any such offset shall not occur until Owner has received written notice of such amounts and full opportunity to pay such amounts prior to the date such amounts are delinquent.

## **SECTION 8. DETERMINATION OF ROUGH PROPORTIONALITY**

As additional consideration for the Payment received by Owner under this Agreement, Owner hereby agrees to donate the land necessary to construct the Public Improvements to the City and Owner further agrees that such land is roughly proportional to the need for such land and Owner hereby waives any claim therefor that it may have. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

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

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Mansfield, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the 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 and federal courts in Mansfield, Tarrant County, Texas.

## **SECTION 10. FORCE MAJEURE**

Performance of Owner's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Owner'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, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), 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.

## **SECTION 11. GIFT TO PUBLIC SERVANT OR TO THE OWNER REPRESENTATIVE**

A. 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.

B. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to the Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

## **SECTION 12. BINDING AGREEMENT; ASSIGNMENT**

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof.

B. Any assignment of this Agreement must be in writing executed by the assignor and assignee, and shall not be permitted without the express written consent of the City; provided that the assignment of this Agreement as may be necessary to a lender of Owner in connection with the financing the Private or Public Improvements by the Owner shall be expressly permitted and no consent of the City to such assignment to a lender shall be required; and provided, further, that the assignment of this Agreement or a portion thereof by Owner in connection with the conveyance of any portion of the Property by Owner to a person in which at least ninety percent (90%) of the equity of which is directly or indirectly owned by Owner or the owner of Owner, shall not require the consent of the City if (i) the City is provided with current notice of such assignment and (ii) the transferee has agreed to assume applicable obligations under this Agreement with respect to the portion of the Property so conveyed. Any assignment shall be contingent upon the assignee's agreement to comply with the provisions of this Agreement.

## SECTION 13. INDEMNIFICATION

A. THE OWNER 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, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE OWNER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE OWNER'S PERFORMANCE OF THIS AGREEMENT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of the Owner and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

B. 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, the past, present and future officers, elected officials, directors, employees and agents of the City, and Owner and its partners, directors, and officers, do not assume any responsibility to any third party in connection with the Owner's construction of the Public Improvements.

## SECTION 14. MISCELLANEOUS MATTERS

A. Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

B. Agreement Subject to Law. This Agreement is made subject to the provisions of the Mansfield Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.

C. Interpretation. This Agreement shall not be construed against the drafting party.

D. 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.

E. Captions. 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.

F. Complete Agreement. This 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.

G. 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.

If intended for Board, to:

Chair, Board of Directors  
Tax Increment Financing Reinvestment Zone No. One  
1200 E. Broad Street  
Mansfield, Texas 76063

If intended for City, to:

City of Mansfield  
1200 E. Broad Street  
Mansfield, Texas 76063  
Attn: City Manager  
Facsimile: (817) 473-1342

With a copy to:  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Attn: Betsy Elam  
Facsimile: (817) 332-4740

If intended for the Owner, to:

Sowell Reserve Associates, L.P.  
1601 Elm Street, Suite 3500  
Dallas, TX 75201  
Attn: Jamie Cornelius  
Facsimile: 214-871-1620

With a copy to:  
Kathy Fox Powell, Esq.  
1601 Elm Street, Suite 3500  
Dallas, TX 75201  
Attn: Kathy Powell  
Facsimile: 214-871-1620

H. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

I. 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.

**SECTION 15. EFFECTIVE DATE.**

This Agreement shall become effective upon the last to occur: of the execution of the Agreement by all parties.

EXECUTED and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Board signing by and through its Chairman, duly authorized to execute same by majority vote of the TIF Board, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. \_\_\_\_\_.

BOARD OF DIRECTORS OF THE  
TAX INCREMENT FINANCING  
REINVESTMENT ZONE NUMBER  
ONE, CITY OF MANSFIELD, TEXAS

OWNER  
SOWELL RESERVE ASSOCIATES,  
L.P.

By: Sowell Reserve, Inc., General  
Partner

By: \_\_\_\_\_  
Cory Hoffman, Board Chairman

CITY OF MANSFIELD, TEXAS

By: \_\_\_\_\_  
Stephen L. Brown, President

By: \_\_\_\_\_  
Clayton Chandler, City Manager

ATTEST:

By: \_\_\_\_\_  
Jeanne Heard, City Secretary

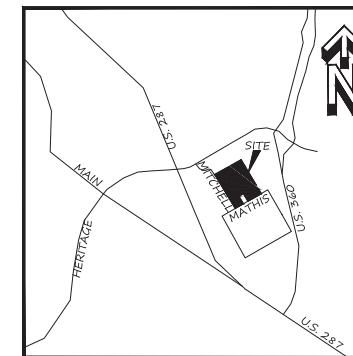
APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Elizabeth Elam, City Attorney

**Exhibit List**

- Exhibit A: Property Description
- Exhibit B: Sheet 1 of the Preliminary Plat
- Exhibit C: Public Improvements
- Exhibit D: Details of Certain Private Improvements

# EXHIBIT A



LOCATION MAP  
NOT TO SCALE

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 BASED ON CITY OF MANSFIELD GEODETIC CONTROL MONUMENTS.
2. ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "MADDOX SURVEYING R.P.L.S. 5430" UNLESS OTHERWISE NOTED.
3. A MANDATORY HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE MASONRY WALLS ALONG S. MITCHELL ROAD AND MATHIS ROAD, INCLUDING THE PARKWAY BETWEEN THE SCREENING WALL AND THE STREET; THE SCREENING FENCE ALONG RIVER BIRCH DRIVE; THE OPEN SPACE LOTS; AND THE ENTRYWAY FEATURES, INCLUDING BUT NOT LIMITED TO, THE MEDIANS, MONUMENTS, SUBDIVISION SIGNS, LANDSCAPING, AND ANY AMENITY OR STRUCTURE WITHIN THE RIGHTS-OF-WAY.
4. ALL LOTS WITH AN "X" DESIGNATION ARE TO BE OPEN SPACE/COMMON AREA LOTS.
5. RIGHT-OF-WAY DEDICATIONS SHOWN SHADED ON PLAT.
6. SELLING A PORTION OF ANY LOT IN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO PENALTIES IMPOSED BY LAW.
7. OPEN SPACE/COMMON AREA LOTS 1X-9X, BLOCK 24 AND LOTS 1X-2X, BLOCK 25, LOCATED IN RIVER BIRCH DRIVE, ARE DIMENSIONED ON SHEET 8.

## OWNERS CERTIFICATE

STATE OF TEXAS  
COUNTY OF TARRANT

WHEREAS, SOWELL RESERVE ASSOCIATES, INC., acting by and through the undersigned, its duly authorized agent, is the sole owner of the tracts of land shown hereon located in the SAMUEL MITCHELL SURVEY, ABSTRACT No. 1024, Tarrant County, Texas and the SAMUEL MITCHELL SURVEY, ABSTRACT No. 593, Johnson County, Texas as recorded in Instrument Number D2014-20648 and D2014-20649, of the Deed Records of Johnson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the most Southerly corner of said Tract 1 lying in the approximate centerline of Mitchell Road South (County Road 2004) at its intersection with the approximate centerline of Mathis Road;

THENCE North 30 degrees 47 minutes 58 seconds West along the West line of said Tract 1 passing a railroad spike found in asphalt roadway and continuing in all a total distance of 2580.17 feet with the said approximate centerline of Mitchell Road South to an "X" cut in concrete found at the Southeast corner of that certain tract of land described in deed to Jackson M. Richardson recorded in Volume 11608, Page 615 of the Deed Records of Tarrant County, Texas;

THENCE North 32 degrees 48 minutes 24 seconds West along the Easterly line of said Richardson Tract a distance of 374.20 feet to a 1/2 inch iron rod found at the Northwest corner of aforesaid Tract 1 lying on the Southerly boundary line of that certain tract of land described in deed to Mansfield Economic Development Corporation recorded in Instrument Number D204166392, Deed Records Tarrant County, Texas;

THENCE North 60 degrees 50 minutes 46 seconds East along the common line between said Mansfield Economic Development Tract and said Tract 1 a distance of 1228.93 feet to a 1/2 inch iron rod with cap stamped "COOMBS" found on the Southwest line of that certain tract of land described in deed to Tarrant County Water Control and Improvement District Number One recorded in Volume 4635, Page 866 of the Deed Records of Tarrant County, Texas;

THENCE South 52 degrees 33 minutes 39 seconds East along the Southwest line of said Water Control and Improvement District Tract a distance of 2760.22 feet to a 5/8 inch iron rod found on the East line of aforesaid Tract 1 being the Westerly line of that certain tract of land described in deed to SP Land Partners, LP recorded in Instrument No. D206313813, Deed Records Tarrant County, Texas;

THENCE South 30 degrees 48 minutes 52 seconds East along the common line between said Tract 1 and said SP Land Partners Tract passing a 3/4 inch iron rod found and continuing in all a total distance of 418.21 feet to a 5/8-inch iron rod found for the the Southeast corner of said Tract 1 lying in the approximate centerline of aforesaid Mathis Road;

THENCE South 60 degrees 49 minutes 01 seconds West along the Southerly line of said Tract 1 with the said approximate centerline of Mathis Road a distance of 1147.67 feet to a 1-inch iron rod found at the Southeast corner of that certain tract of land described in deed to William C. Bryant and wife, Debbie T. Bryant recorded in Volume 2557, Page 741 of the Deed Records of Johnson County, Texas;

THENCE North 30 degrees 40 minutes 54 seconds West passing a 1/2-inch iron rod with cap stamped "5294" found at 14.77 feet and continuing in all a total distance of 659.79 feet along the Easterly boundary line of said Bryant Tract to a 1/2 inch iron rod found at the Northeast corner thereof;

THENCE South 60 degrees 50 minutes 29 seconds West along the Northerly boundary line of said Bryant Tract a distance of 396.06 feet to a 1/2 inch iron rod found at the Northwest corner thereof;

THENCE South 30 degrees 41 minutes 03 seconds East along the Westerly boundary line of said Bryant Tract a distance of 659.99 feet to a 1-inch iron rod found on the Southerly boundary line of aforesaid Tract 1 being in the aforesaid approximate centerline of Mathis Road;

THENCE South 60 degrees 47 minutes 40 seconds West along the Southerly boundary line of said Mathis Tract being the said approximate centerline of Mathis Road passing a P.K. Nail found in asphalt pavement and continuing in all a total distance of 695.94 feet to the POINT OF BEGINNING containing 5,055,223 square Feet, or 116.052 acres of land.

## TRACT 2

BEING a tract of land located in the SAMUEL MITCHELL SURVEY, ABSTRACT No. 1024, Tarrant County, Texas and being all that certain tract of land described in deed as Tract 2 to SOWELL RESERVE ASSOCIATES, INC. recorded in Instrument Number D2014-20648, Deed Records of Johnson County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron rod found at the Northeast corner of said Tract 2 lying on the Southerly boundary line of that certain tract of land described in deed to Mansfield Economic Development Corporation recorded in Instrument No. D204166392, Deed Records Tarrant County, Texas and the Westerly boundary line of that certain tract of land described in deed to SP Land Partners, LP recorded in Instrument No. D206313813, Deed Records Tarrant County, Texas;

THENCE South 30 degrees 47 minutes 06 seconds East along the common line between said Tract 2 and said SP Land Partners Tract a distance of 2184.78 feet to a 5/8 inch iron rod found on the Northeast line of certain tract of land described in deed to Tarrant County Water Control and Improvement District Number One recorded in Volume 4635, Page 866 of the Deed Records of Tarrant County, Texas;

THENCE North 52 degrees 33 minutes 39 seconds West along the Northeast line of said Water Control and Improvement District Tract a distance of 2378.98 feet to a 1/2 inch iron rod with cap stamped "COOMBS" found for the west corner of aforesaid Tract 2 lying on the Southerly line of aforesaid Mansfield Economic Development Tract;

THENCE North 60 degrees 48 minutes 05 seconds East along the common line between said Tract 2 and said Mansfield Economic Development Tract a distance of 882.89 feet to the POINT OF BEGINNING containing 964,088 square Feet, or 22.132 acres of land.

## SURVEYOR'S CERTIFICATE

This is to certify that I, Brian J. Maddox, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat is correctly represents that survey made by me or under my direction and supervision.

Brian J. Maddox, R.P.L.S.  
Texas registration No.5430

STATE OF TEXAS  
COUNTY OF KAUFMAN

BEFORE Me, the undersigned authority, a notary public, on this day personally appeared Brian J. Maddox 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 herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_ 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

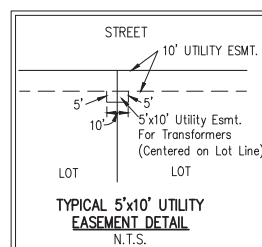
THE VIEW AT THE RESERVE - MANSFIELD, TEXAS

## PRELIMINARY PLAT THE VIEW AT THE RESERVE

138.184 ACRES OUT OF THE  
SAMUEL MITCHELL SURVEY, ABSTRACT NO. 1024,  
CITY OF MANSFIELD TARRANT COUNTY, TEXAS AND  
THE SAMUEL MITCHELL SURVEY, ABSTRACT NO. 593,  
CITY OF MANSFIELD JOHNSON COUNTY, TEXAS

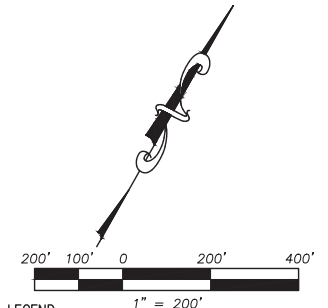
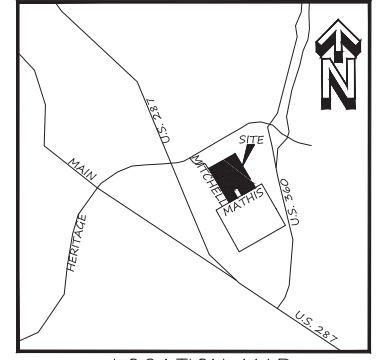
344 RESIDENTIAL LOTS  
35 OPEN SPACE/COMMON AREA LOTS  
2 LOTS DEDICATED AS PARKLAND  
December 7, 2015

Owner: SOWELL RESERVE ASSOCIATES, L.P. 1601 Elm St. Suite 3500 Dallas, Texas 75201 (214) 871-3320 Contact: Jamie Cornelius jcornelius@sowellco.com	Engineer: CLAYMOORE ENGINEERING INC. 1903 Central Drive Suite 406, Bedford, TX, (817) 281-0572 Contact: Drew Donosky drew@claymooreeng.com	Surveyor: MADDOX SURVEYING & MAPPING INC. P.O. Box 2109 Forney, Texas 75126 (972) 564-4416 Firm No. 10013200 Contact: Jay Maddox jmaddox@maddoxsurvey.com
--	--	--





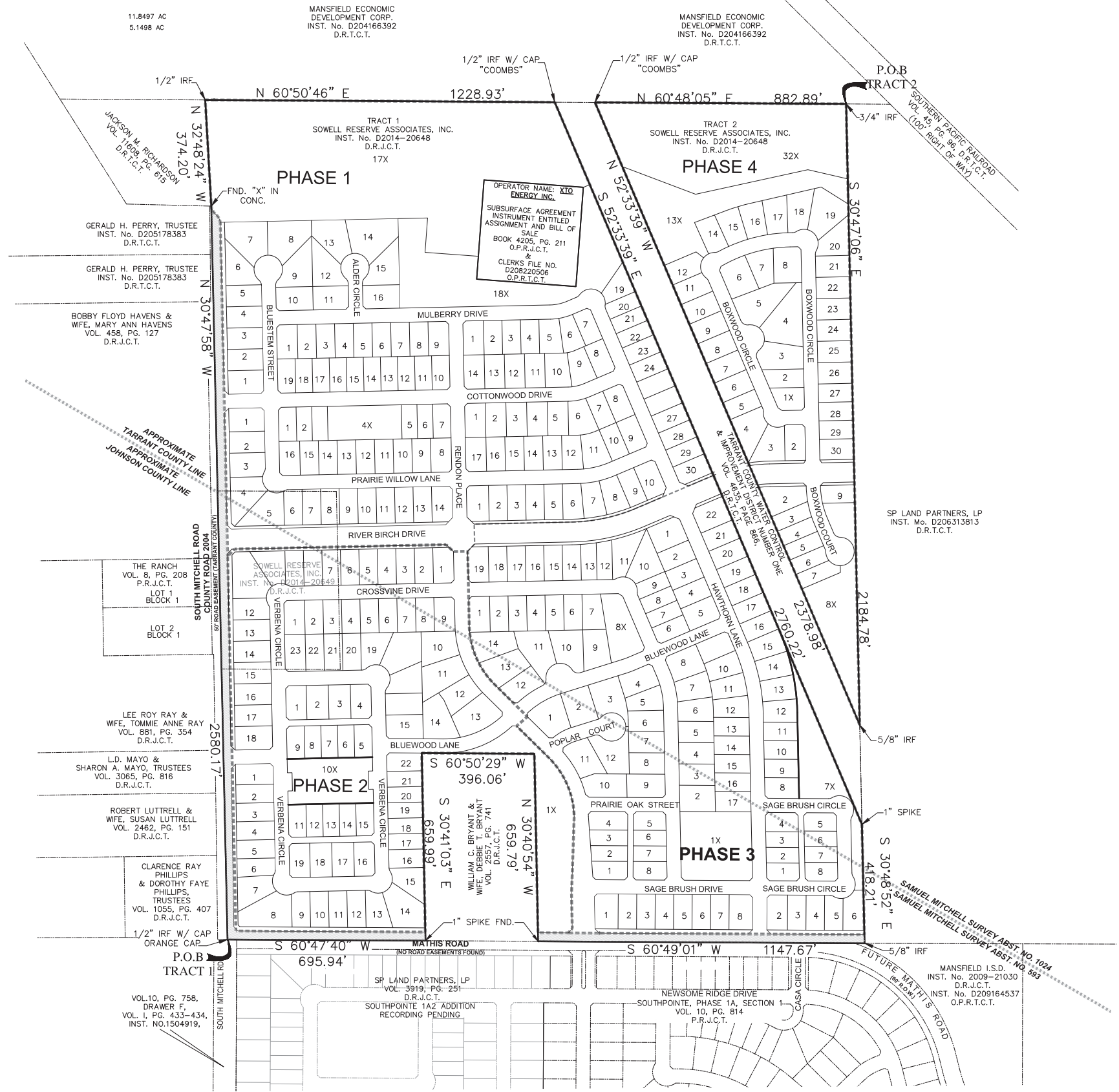
# EXHIBIT B



- LEGEND**  
 IRF - IRON ROD FOUND  
 RR - RAIL ROAD  
 FND. - FOUND  
 AC - ACRES  
 SF - SQUARE FEET  
 BLK - BLOCK  
 D.R.J.C.T. - DEED RECORDS JOHNSON COUNTY, TEXAS  
 P.R.J.C.T. - PLAT RECORDS JOHNSON COUNTY, TEXAS  
 O.P.R.C.T. - OFFICIAL PUBLIC RECORDS JOHNSON COUNTY, TEXAS  
 D.R.T.C.T. - DEED RECORDS TARRANT COUNTY, TEXAS  
 O.P.R.T.C.T. - OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TEXAS  
 VOL. - VOLUME  
 PG. - PAGE  
 INST. NO. - INSTRUMENT NUMBER  
 VE = VISIBILITY EASEMENT  
 DE = DRAINAGE EASEMENT  
 UE = UTILITY EASEMENT  
 BTL = BUILD TO LINE  
 B.F.E. = BASE FLOOD ELEVATION  
 BSI - BY SEPERATE INSTRUMENT

**GENERAL NOTES**

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 BASED ON CITY OF MANSFIELD GEODETIC CONTROL MONUMENTS.
2. ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "MADDOX SURVEYING R.P.L.S. 5430" UNLESS OTHERWISE NOTED.
3. A MANDATORY HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE MASONRY WALLS ALONG S. MITCHELL ROAD AND MATHIS ROAD, INCLUDING THE PARKWAY BETWEEN THE SCREENING WALL AND THE STREET; THE SCREENING FENCE ALONG RIVER BIRCH DRIVE; THE OPEN SPACE LOTS; AND THE ENTRYWAY FEATURES, INCLUDING BUT NOT LIMITED TO, THE MEDIANS, MONUMENTS, SUBDIVISION SIGNS, LANDSCAPING, AND ANY AMENITY OR STRUCTURE WITHIN THE RIGHTS-OF-WAY.
4. ALL LOTS WITH AN "X" DESIGNATION ARE TO BE OPEN SPACE/Common Area Lots.
5. RIGHT-OF-WAY DEDICATIONS SHOWN SHADED ON PLAT.
6. SELLING A PORTION OF ANY LOT IN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO PENALTIES IMPOSED BY LAW.
7. OPEN SPACE/Common Area Lots 1X-9X, BLOCK 24 AND LOTS 1X-2X, BLOCK 25, LOCATED IN RIVER BIRCH DRIVE, ARE DIMENSIONED ON SHEET B.



**LOT COUNT TABLE**

VILLAGE LOTS	68 LOTS
TOWNSHIP LOTS	186 LOTS
MANOR LOTS	90 LOTS
OPEN SPACE/Common Area LOTS	35 LOTS
LOTS DEDICATED AS PARKLAND	2 LOTS
<b>TOTAL LOTS</b>	<b>381 LOTS</b>

**LOT AREA TABLE**

RESIDENTIAL LOTS	100.187 ACRES
OPEN SPACE/Common Area LOTS	18.078 ACRES
LOTS DEDICATED AS PARKLAND	17.000 ACRES
R.O.W. DEDICATION	2.919 ACRES
GROSS ACRES	138.184 ACRES
<b>NET ACRES</b>	<b>135.265 ACRES</b>

**PRELIMINARY PLAT  
THE VIEW AT THE RESERVE**

**KEY MAP**  
 138.184 ACRES OUT OF THE SAMUEL MITCHELL SURVEY, ABSTRACT NO. 1024, CITY OF MANSFIELD TARRANT COUNTY, TEXAS AND THE SAMUEL MITCHELL SURVEY, ABSTRACT NO. 593, CITY OF MANSFIELD JOHNSON COUNTY, TEXAS

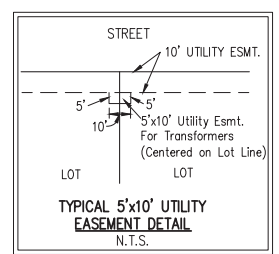
344 RESIDENTIAL LOTS  
 35 OPEN SPACE/Common Area LOTS  
 2 LOTS DEDICATED AS PARKLAND  
 December 7, 2015

Owner: SOWELL RESERVE ASSOCIATES, L.P.  
 1601 Elm St. Suite 3500  
 Dallas, Texas 75201  
 (214) 871-3320  
 Contact: Jamie Cornelius  
 jcornelius@sowellco.com

Engineer: CLAYMOORE ENGINEERING INC.  
 1903 Central Drive Suite 406  
 Bedford, TX, (817) 281-0572  
 Contact: Drew Donosky  
 drew@claymooreeng.com

Surveyor: MADDOX SURVEYING & MAPPING INC.  
 P.O. Box 2109 Forney,  
 Texas 75126  
 (972) 564-4416  
 Firm No. 10013200  
 Contact: Jay Maddox  
 jmaddox@maddoxsurvey.com

LOTS 14-16, 19-25, BLOCK 1, LOTS 6-13, BLOCK 2, AND LOTS 1-14, BLOCK 20, ARE LOCATED WITHIN 300 FEET OF AN APPROVED GAS WELL DRILL SITE.



THE VIEW AT THE RESERVE - MANSFIELD, TEXAS



TO HERITAGE PARKWAY



Asphalt overlay

16" Water Line

Phase 1 Minor Collector

Phase 3 Minor Collector

MATHIS ROAD

SOUTHPOINTE PHASE I

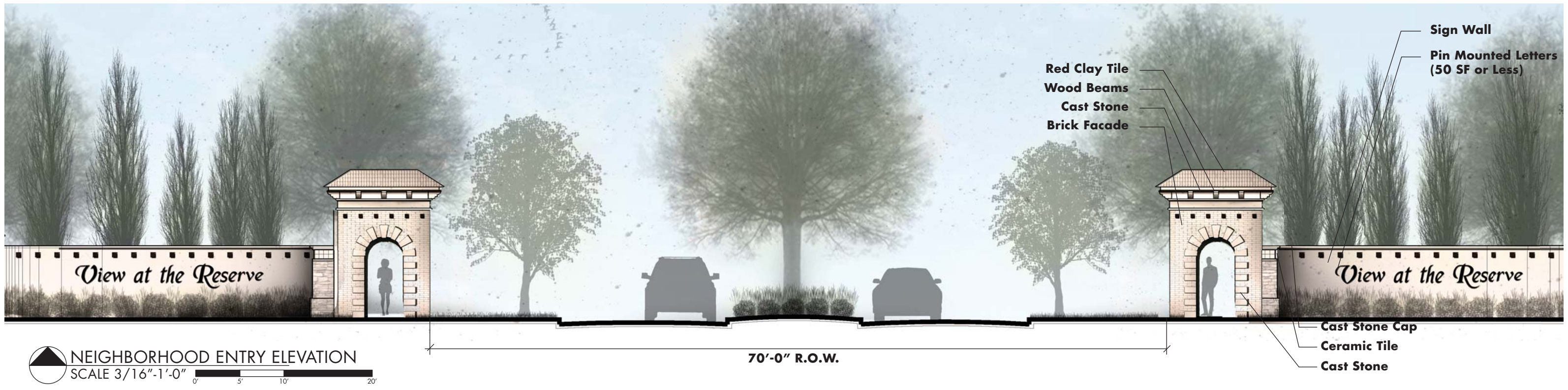




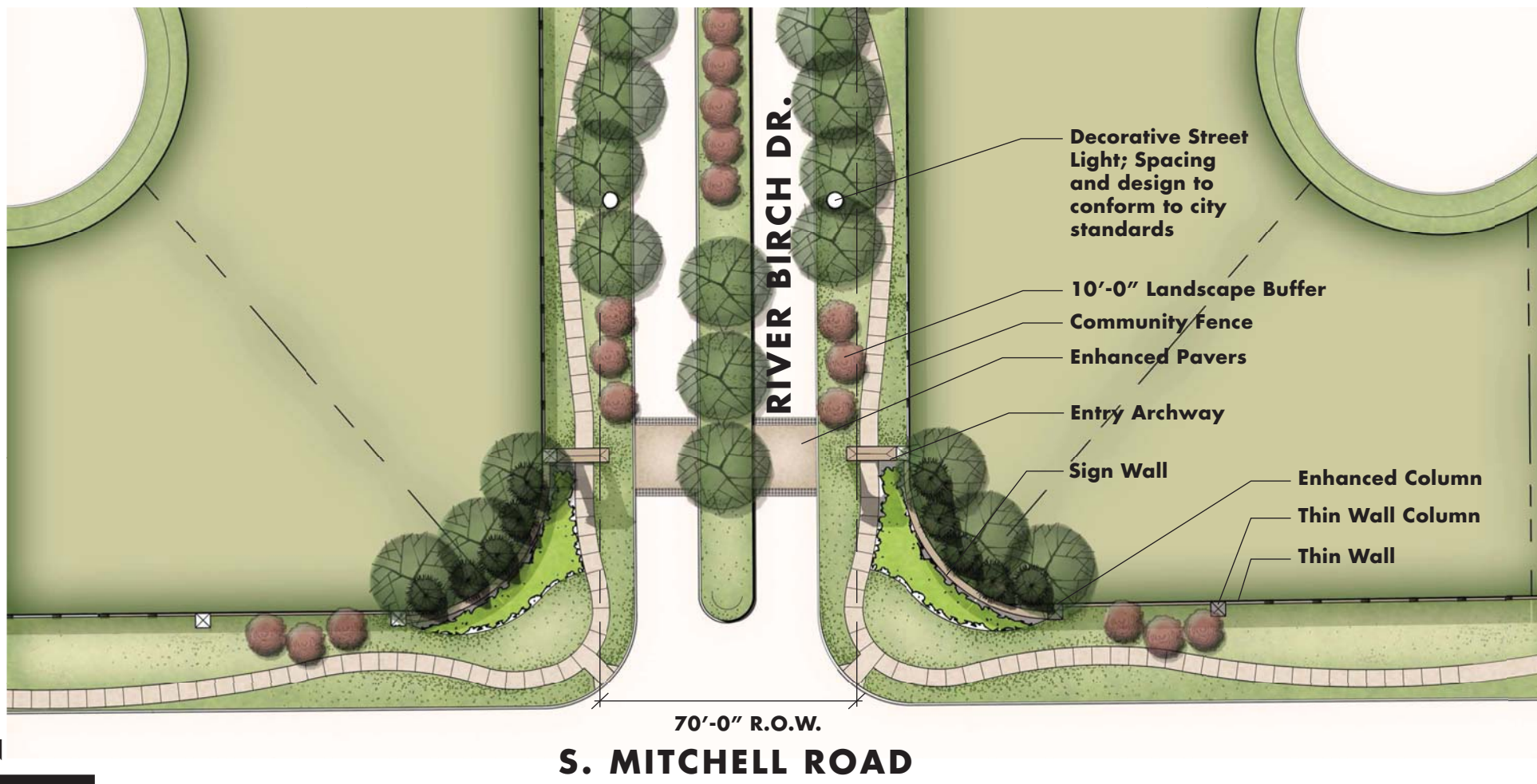




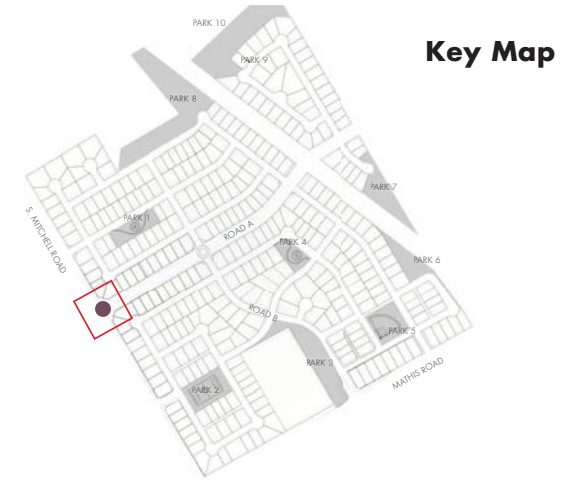




NEIGHBORHOOD ENTRY ELEVATION  
SCALE 3/16" = 1'-0"



NEIGHBORHOOD ENTRY PLAN  
SCALE 1" = 20'-0"



Key Map

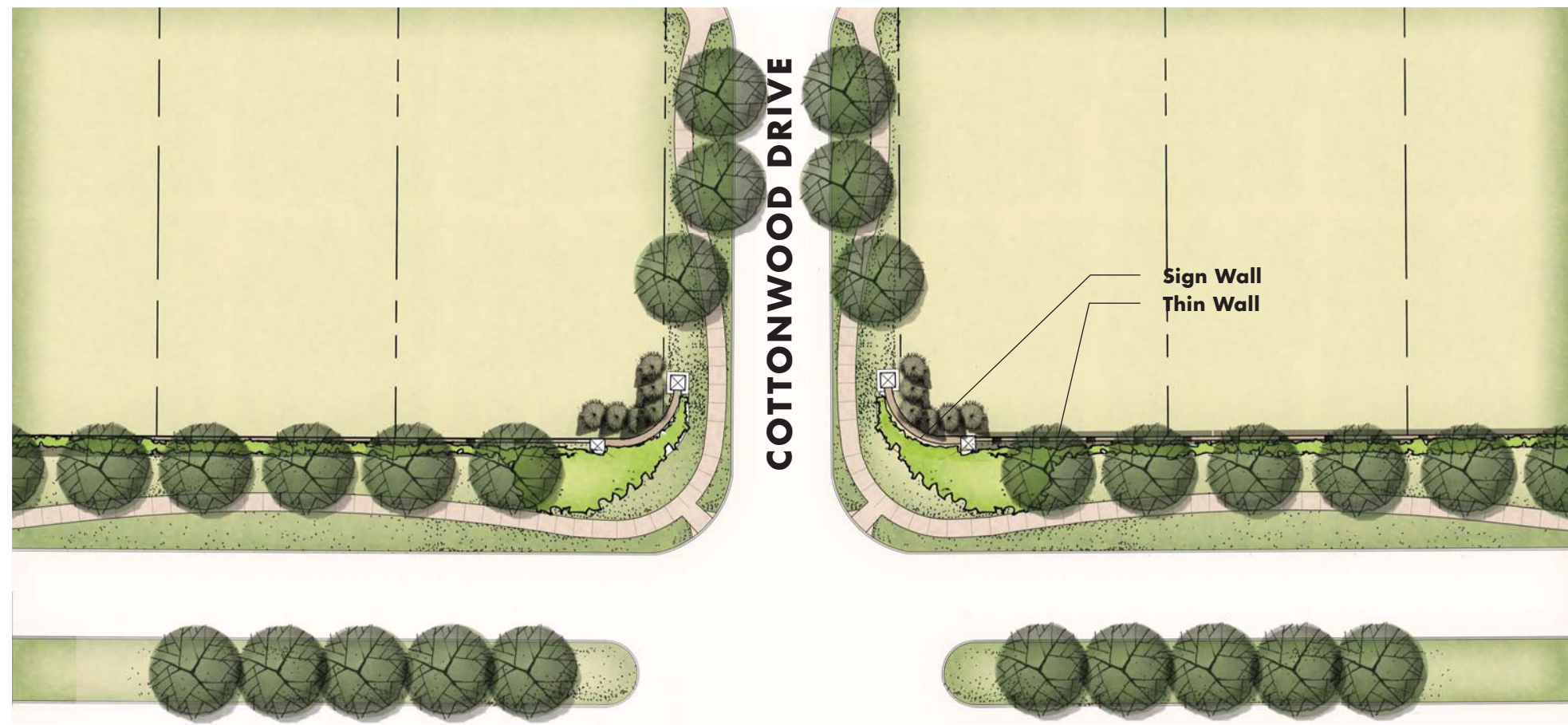
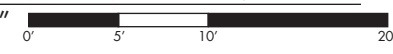




Cast Stone  
Brick  
Cast Stone  
Ceramic Tile

Accent Brick  
Brick

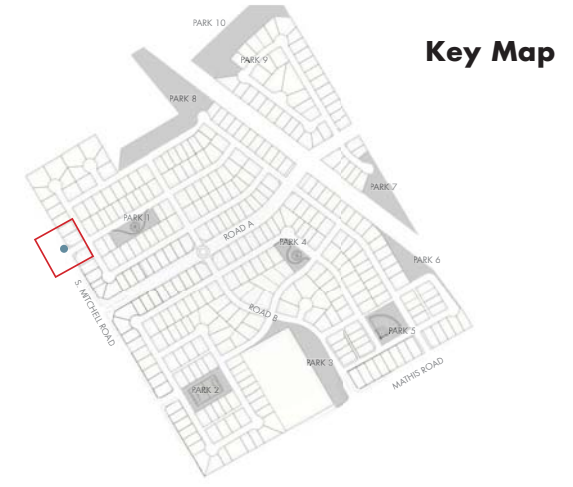
NEIGHBORHOOD ENTRY ELEVATION  
SCALE 3/16" = 1'-0"



COTTONWOOD DRIVE

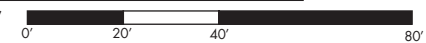
Sign Wall  
Thin Wall

S. MITCHELL ROAD



Key Map

NEIGHBORHOOD ENTRY PLAN  
SCALE 1" = 20'-0"



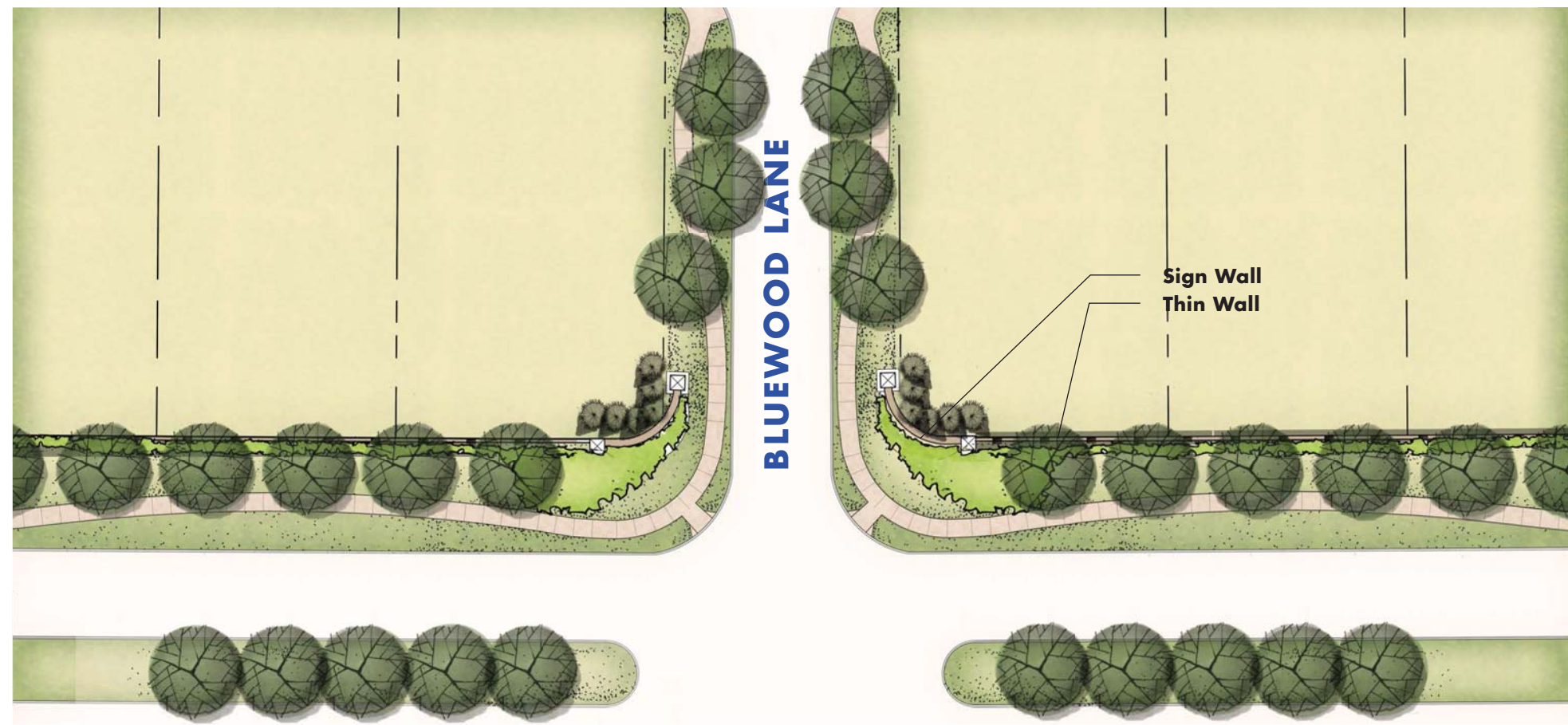
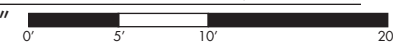




Cast Stone  
Brick  
Cast Stone  
Ceramic Tile

Accent Brick  
Brick

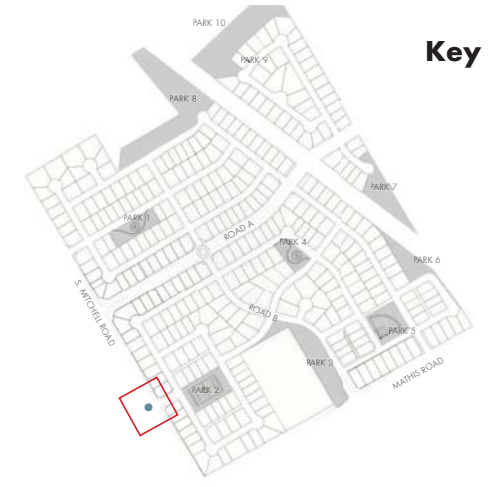
NEIGHBORHOOD ENTRY ELEVATION  
SCALE 3/16" = 1'-0"



BLUEWOOD LANE

Sign Wall  
Thin Wall

S. MITCHELL ROAD



Key Map

NEIGHBORHOOD ENTRY PLAN

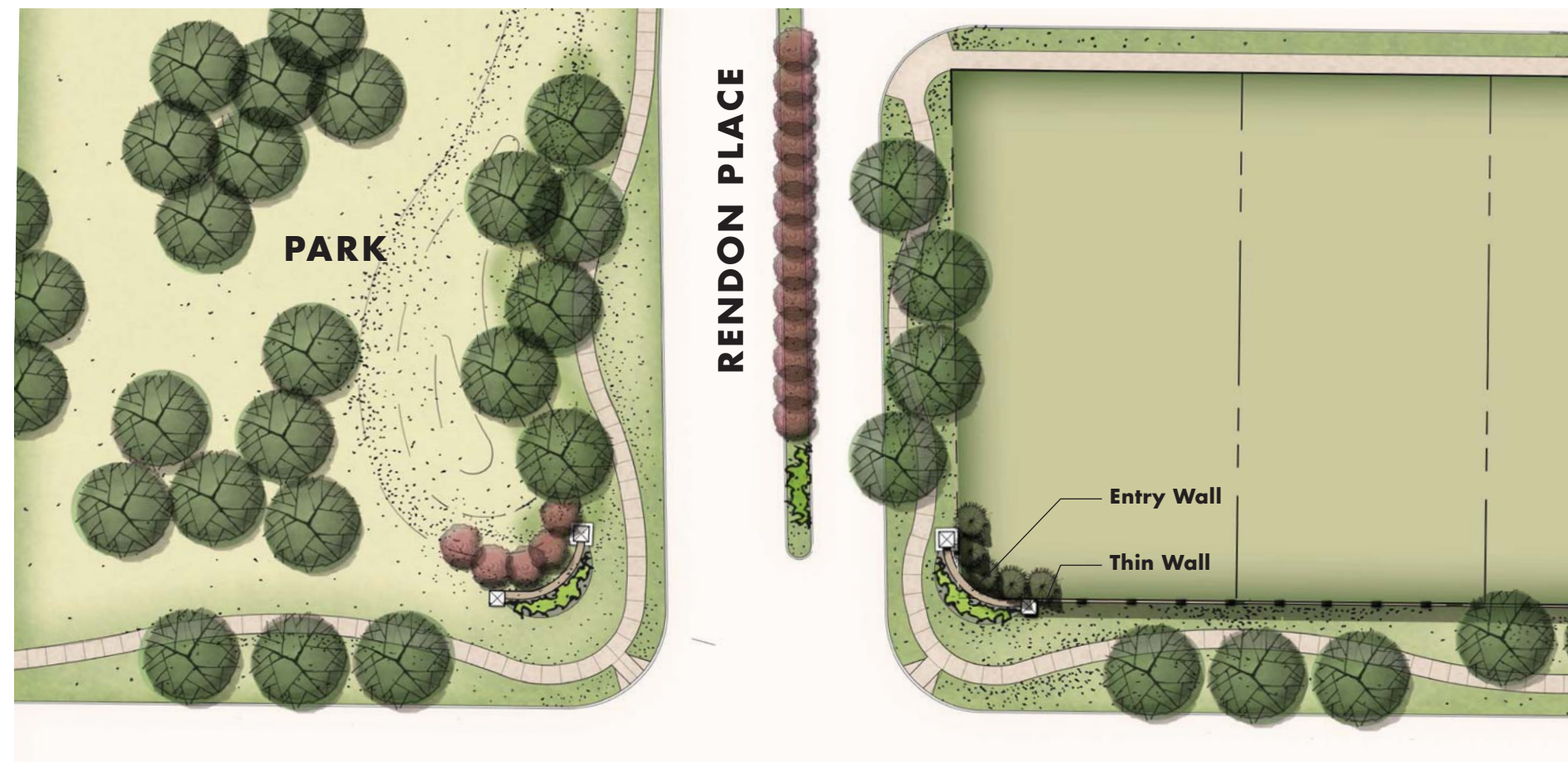






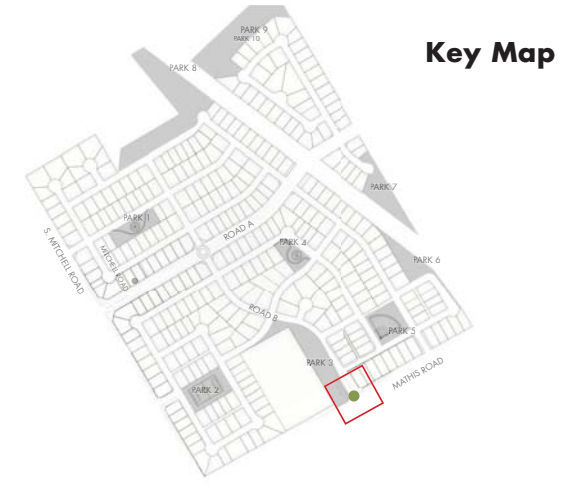
NEIGHBORHOOD ENTRY ELEVATION  
SCALE 3/16" = 1'-0"

Cast Stone  
Brick



NEIGHBORHOOD ENTRY PLAN  
SCALE 1" = 20'-0"

MATHIS ROAD



Key Map

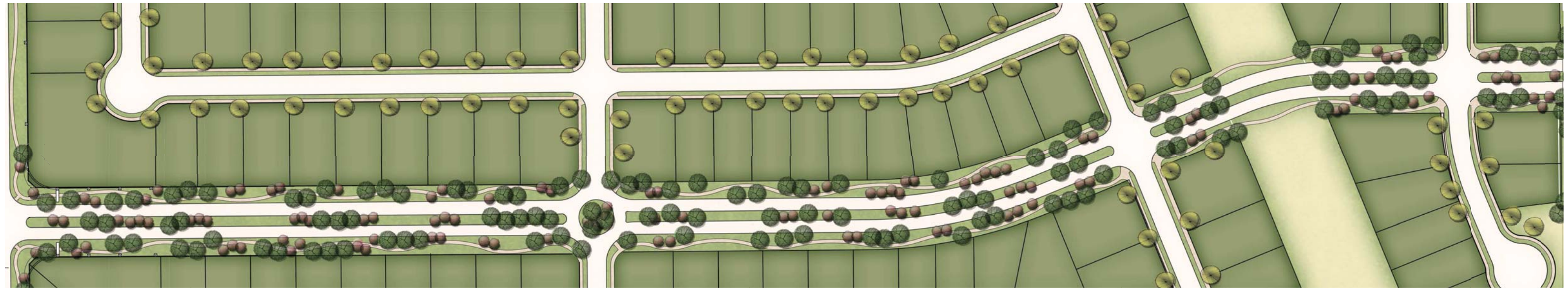




PROPOSED ENHANCED CORRIDOR ELEVATION - RIVER BIRCH DRIVE  
 SCALE 3/16"=1'-0"

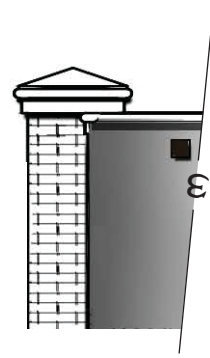


MINOR COLLECTOR ELEVATION - CODE COMPLIANT  
 SCALE 3/16"=1'-0"

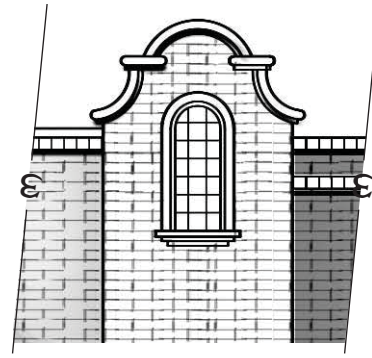


CORRIDOR PLANTING PLAN - RIVER BIRCH DRIVE  
 SCALE 1"=60'-0"





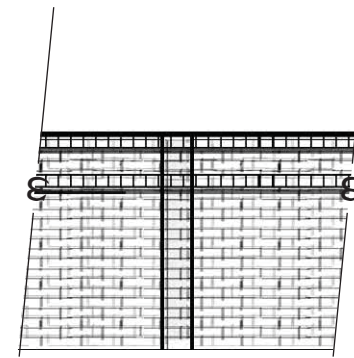
Enhanced Column  
Neighborhood Entry A



Feature Column  
Entry B+C



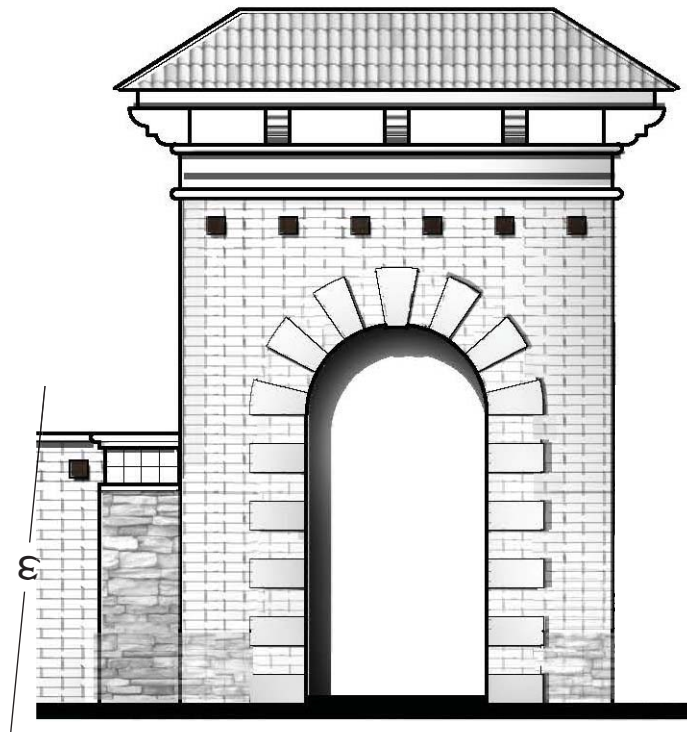
Low Column  
Neighborhood Entry B+C



Support Column  
Thin Wall



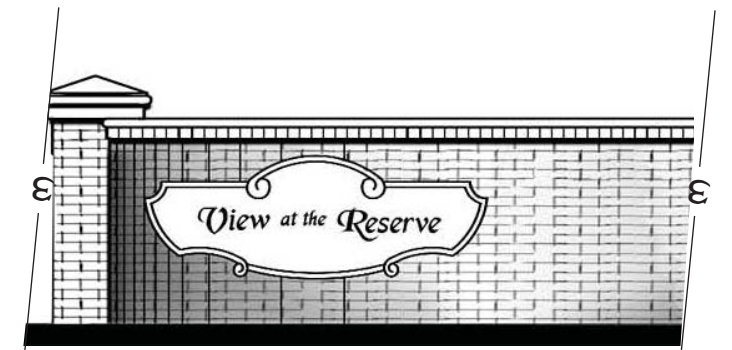
Community Fence  
Board on Board



Entry Icon  
Entry A



Project Identity  
Entry A



Neighborhood Identity  
Entry B+C

