

CITY OF MANSFIELD, TEXAS
S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT
DEVELOPMENT AGREEMENT NO. 7

This Development Agreement (this “**AGREEMENT**”) is made and entered into by and between **ALIGNED DATA CENTERS, LLC**, its successors and assigns (“**DEVELOPER**”), and the **CITY OF MANSFIELD, TEXAS**, a home rule city and municipal corporation (the “**CITY**”). The City and Developer may also be referred to collectively as the “**PARTIES**”, or individually as a “**PARTY**”.

RECITALS

WHEREAS, Developer owns a certain 26.837-acre tract of real property (the “**PROPERTY**”) more fully described in EXHIBIT “A” that is attached hereto and incorporated herein; **AND**

WHEREAS, Developer intends to develop the Property as a Data Center with other related uses and activities; **AND**

WHEREAS, the City Council considered and approved Developer’s request to rezone the Property on the **22ND** day of **JANUARY, 2024** to the “**S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT**” as found and enumerated in the City’s Zoning Ordinance; **AND**

WHEREAS, the regulations for the “**S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT**” require the City and Developer to establish the terms and conditions for development of the Property and construction of the Project (as further defined below) pursuant to a development agreement; **AND**

WHEREAS, the regulations for the “S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT” describe the minimum terms and conditions of such development agreement; **AND**

WHEREAS, the City and Developer are desirous of creating a development agreement in accordance with the regulations for the “S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT”;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

ARTICLE I.

DEFINITIONS

In this Agreement, each of the following terms shall have the meanings indicated:

“DATA CENTER” shall mean a facility specifically designed for the housing of networked computer systems and telecommunications equipment primarily used for remote storage, processing, computing, and distribution of data.

“EFFECTIVE DATE” shall mean the date that this Agreement is executed by the Parties.

“PROJECT” shall mean construction of a Data Center on the 26.837-acre Property (as defined below) and includes, without limitation, the construction of a Data Center, associated site improvements and other ancillary uses that support and enhance the Data Center (including, without limitation, the installation of exterior generators for back-up power, exterior UPS battery

systems, switch gear, transformers, and all other items needed to operate a fully functional Data Center and other uses and activities that are allowed by-right), pursuant to all the rules and regulations of the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT as set forth in the Zoning Ordinance of the City.

“**PROPERTY**” shall have the meaning set forth in the Recitals to this Agreement and consists of the real property described on EXHIBIT “A”.

ARTICLE II.

OBLIGATIONS OF DEVELOPER

A. **CONCEPT PLAN.** Developer shall develop (or cause to be developed) the Property and construct (or cause to be constructed) the Project in substantial accordance with the Concept Plan shown on the attached EXHIBIT “B”.

1. **TRANSECT ZONES.** The transect zones for the Project shall be limited to the following:

- i. T-4, urban transition transect zone.
- ii. T-5, urban center transect zone.

2. **ADDITIONAL PROJECT ATTRIBUTES.**

- i. Building setbacks. Due to the intrinsic function (i.e., the use), disposition (i.e., the placement of the building or the buildings on the Property), and configuration (i.e., the form and massing of the building or buildings on the Property) of the Data Center (collectively referred to as the “**INTRINSIC**

CHARACTER”), the building setbacks shall be as depicted on EXHIBIT “B”, attached hereto.

- ii. Parking requirements. Parking for the Project shall include a minimum of 50 off-street parking spaces in substantial conformance to the area(s) shown on the attached EXHIBIT “B”, which is in accordance with the provisions existing in Section 155.091 for off-street parking and loading standards. However, nothing contained within the terms and conditions of this Development Agreement shall exempt Developer from visually masking parking areas from all thoroughfares and civic spaces as required by the provisions in the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT.
- iii. Building Elevations. The design and construction of the Project shall be in substantial accordance with the building elevations attached as EXHIBIT “C”, and due to the Intrinsic Character of the Project, the building height for the Data Center shall not be calculated in “stories” as that term is defined within the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT. Rather, building height for this Project shall be calculated in feet; and the minimum building height for the Data Center shall be 50 feet. It is further understood that all other applicable provisions related to measurement of building height in stories pursuant to the provisions of the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT shall be waived. Nothing contained in the terms and conditions of this Agreement shall exempt Developer from compliance with all other

provisions of the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT, except as provided below:

1. Developer is exempt from the requirement that a shopfront frontage be provided at the ground floor along Britton Road / Lone Star Road; and
 2. Developer is exempt from the requirement that the maximum length of a façade for a single building shall not exceed 300 feet.
 3. Exterior building materials shall be in substantial conformance with the exterior building materials attached hereto as EXHIBIT “C” and EXHIBIT “C-2”.
- iv. Civic Space. Due to the Intrinsic Character of the Project, Developer will elevate the design of the streetscape to achieve the intended vision and goals of the civic space requirements as set forth in the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT. The elevated design for the streetscape shall be in substantial accordance with the design elements and features shown in EXHIBIT “D”, as attached hereto, which satisfies the requirements of the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT as set forth in the Zoning Ordinance of the City. Such elevated design shall contain a wet pond, a water feature, and a showcase sign, and benches and other outdoor furniture that are durable and able to withstand outdoor use. The benches and other outdoor furniture shall be coordinated with the City to ensure a visually harmonious and

pedestrian-centered environment along Britton Road / Lone Star Road and visual compatibility with planned development in the surrounding area.

1. The required civic space shall be located outside of the privacy fence surrounding the Data Center.

v. Landscaping and fencing.

1. The landscaping for the Property, the details of which are attached hereto as EXHIBIT “D”, shall be in substantial accordance with all provisions of the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; and the landscaping plans submitted for review and approval shall also include a berm that is planted with evergreen trees and vegetation and other landscaping elements that visually screen generators, equipment, and other related operations of the Data Center from the properties in the surrounding area.
2. A wall, the details of which are attached hereto as EXHIBIT “C”, shall be installed behind the northern elevation of the Data Center, and the height of the wall shall be a minimum of 25 feet. Further, the wall shall be constructed of masonry, concrete or other similar material, and shall visually complement the architectural design of the Data Center while providing acoustic, visual, and other relief to property owners in the surrounding area.
3. All fencing shall be made of steel that is coated or painted black attached hereto as EXHIBIT “F”; and the use of chain-link or any other type of fencing shall be prohibited. Where appropriate, the

steel fencing may also be complemented with growing vines or other vegetation to elevate the visual quality of both the fence and the Project.

4. All fencing details shall be submitted to the Director of Planning for review and approval prior to installation on the Property.
5. Except as provided herein, all landscaping for the Project shall be in substantial accordance with the Landscape Plan attached hereto as EXHIBIT “D”.

B. PHASING PLAN. Development of the property shall occur as further described below:

1. PHASE 1. The development of Phase 1 of the Project shall consist of a two-story data hall, three-story administrative office, and associated site improvements required to operate a Data Center. The development of Phase 1 of the Project shall be in substantial accordance with the Phase 1 plan shown on the attached EXHIBIT “G”.
2. PHASE 2. The development of Phase 2 of the Project shall consist of an extension of the Phase 1 improvements with a two-story data hall, and associated site improvements required to operate a Data Center. The development of Phase 1 of the Project shall be in substantial accordance with the Phase 1 plan shown on the attached EXHIBIT “G”.

C. APPLICABLE ORDINANCES AND REGULATIONS. Developer shall develop (or shall cause to be developed) the Property in accordance with all City ordinances and regulations that apply to development within the City limits, and more specifically, City development ordinances and regulations that apply within the “S, SOUTH MANSFIELD

FORM-BASED DEVELOPMENT DISTRICT” as found in the City’s Zoning Ordinance, provided, however, that nothing contained herein shall prohibit Developer from requesting a warrant pursuant to provisions found in the “S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT” or any variance or other exception from the City’s ordinances and regulations and only in accordance with the procedures that are appropriate to the requested variance or exception or as outlined and agreed to in this agreement.

D. CHAPTER 245 PERMIT AND PROJECT. The Parties agree and acknowledge that this Agreement shall constitute a “permit” and the Project shall constitute a “project” as those terms are defined in Chapter 245 of the Texas Local Government Code.

[signatures on following pages]

EXECUTED to be effective as of the ____ day of _____,
20_____.

CITY OF MANSFIELD, TEXAS:

BY: _____

City Manager or designee

APPROVED AS TO FORM:

BY: _____

City Attorney

DEVELOPER:

BY:

Aligned Data Centers, LLC, a Delaware limited liability company