

CITY OF MANSFIELD, TEXAS
S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT
DEVELOPMENT AGREEMENT NO. 3.

This Development Agreement (this “**AGREEMENT**”) is made and entered into by and between M.R. DEVELOPMENT CORPORATION, a Texas Corporation, and CARLETON DEVELOPMENT, LTD, a Texas Limited Partnership (LP), and their successors and assigns (collectively “**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 intends to develop in partnership with City a certain +/-12.899 acres 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 mixed-use community, with a complementary mixture of retail, residential, civic space, and other uses with an emphasis on cultural arts; **AND**

WHEREAS, the City Council considered and approved Developer’s request to rezone the Property on the 24TH day of **APRIL, 2023**, to the “S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT” as found and enumerated in the City’s Zoning Ordinance; **AND**

WHEREAS, the regulations that are provided 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 in below) pursuant to a development agreement; **AND**

WHEREAS, the regulations that are provided 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 as set forth 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:

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

“PROJECT” shall mean construction of a mixed-use community on the Property (as defined below) and includes, without limitation, the addition of commercial and multi-family uses,

pursuant to all the rules and regulations provided for 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. **BUILDING HEIGHT RESTRICTIONS.** Principal buildings shall be restricted to a maximum building height of two (2) stories when abutting any property currently zoned as:
 - i. PR, Pre-development district.
 - ii. A, agricultural district.
 - iii. SF, single-family residential district.
 - iv. 2F, two-family residential district.

- v. PD, planned development district, provided that single-family residential structures are an allowable use of land.

3. ADDITIONAL PROJECT ATTRIBUTES.

- i. Promenade Inspiration and Design. The inspiration and design of the pedestrian corridor generally running from the buildings labeled as “Brownstones” to through the pool courtyard and the community court to the Neighborhood Commercial Area (as defined below) and depicted in EXHIBIT “C” is hereby defined as the “PROMENADE”. The Promenade shall take its inspiration and design from the images shown in EXHIBIT “C-1”, EXHIBIT “C-2”, and EXHIBIT “C-3”.
- ii. Neighborhood Commercial Area. A neighborhood commercial area that, at a minimum, provides a first story fitness center and mail center on one side, and a first story coffee shop on the other as generally depicted in EXHIBIT “B”. The coffee shop shall provide for a minimum of 1,200 square feet of building area for food service and other related business activities. Nothing contained in this agreement, however, shall limit, prohibit, or other restrict Developer from providing additional commercial space as permitted by the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT.
- iii. Residential Product Types. The Project shall provide for the construction of four (4) residential product types:
 - a. Brownstones (i.e., attached single-family residential dwellings).
 - b. Flats (i.e., multi-family residential dwellings).
 - c. Row houses (i.e., attached single-family residential dwellings).

d. Shop houses (i.e., live-work units).

I. In no circumstance shall any of the shop houses be restricted from being operated for commercial purposes as allowed by the regulations as set forth in the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT by Developer or their successors and assigns.

iv. Exterior Finish. Primary exterior finish shall be limited to brick, stone, and stucco. Secondary exterior finish shall be limited to cementitious fiber board, metal, and wood. Where used on a single building, secondary exterior finish shall not exceed 20 percent of the total building wall area, with each building façade being calculated independently.

a. Stucco shall be cement and shall be integral color or painted, with a smooth or a sand-finish.

b. Exterior insulation and finish systems (E.I.F.S.) and vinyl shall be prohibited.

v. Architectural character. The architectural character of the four (4) different residential product types shall generally be inspired by the illustrations that are depicted in EXHIBIT “D”.

B. PHASING PLAN. Development of the Property and the construction of the Project shall be completed in a single phase.

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 special 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 **24TH** day of **April, 2023**.

CITY OF MANSFIELD, TEXAS:

BY:

City Manager or Designee

APPROVED AS TO FORM:

BY:

City Attorney

DEVELOPER:

BY:

M.R. DEVELOPMENT CORPORATION, a Texas Corporation

Kim McCaslin, Vice President

DEVELOPER:

BY:

CARLETON DEVELOPMENT, LTD, a Texas Limited Partnership

Printice L. Gary, President

EXHIBIT “A” – Metes and Bounds of +/-12.899 – Acres of Land (Survey).

EXHIBIT “B” – Concept Plan.

EXHIBIT “C” – Streetscape Design.

EXHIBIT “D” – Architectural Character of Residential Product Types.

EXHIBIT "A"

LEGAL DESCRIPTION

Being a portion of a tract of land out of the Joseph Lawrence Survey, Abstract No. 616, described as Tract 3 in deed to Sunbelt Land Investments/360 LTD recorded in Volume 2746, Page 1136, Deed Records of Ellis County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an 'X' cut set at the northeast corner of said Tract 3, being in east line of the Joseph Lawrence Survey, Abstract No 616 and the approximate centerline of Harmon Road;

THENCE South 29°22'40" East, departing the centerline of Harmon Road and continuing with the east line of Tract 3 a distance of 662.55 feet, to a 1/2 inch iron rod with plastic cap stamped "DTS 8172753361" set, for corner;

THENCE North 74°48'20" East, a distance of 36.82 feet, to a 1/2 inch iron rod with plastic cap stamped "DTS 8172753361" set in the west right of way line of State Highway Number 360, a variable width right of way as described in deeds recorded in Volume 851, Page 110 & Volume 851, Page 103, Deed Records, Ellis County, Texas, being the beginning of a non-tangent curve to the right;

THENCE continuing south with said State Highway Number 360 right of way and said non-tangent curve to the right, having a radius of 5489.58 feet, a central angle of 3°06'01", and a chord that bears South 3°33'59" East a chord distance of 297.01 feet, for an arc length of 297.04 feet, to a 1/2 inch iron rod with plastic cap stamped "DJS 8172753361" set, at the end of said curve;

THENCE South 19°29'38" West, with State Highway Number 360 right of way, a distance of 53.51 feet, to a 1/2 inch iron rod with plastic cap stamped "DJS 8172753361" set, for corner;

THENCE South 1°32'22" East, with State Highway Number 360 right of way, a distance of 123.87 feet to a 1/2 inch iron rod with plastic cap stamped "DJS 8172753361" set, for corner;

THENCE South 15°32'22" East, with State Highway Number 360 right of way, a distance of 31.09 feet, to a 1/2 inch iron rod with plastic cap stamped "DTS 8172753361" set, from which a 1/2 inch iron rod bears South 15°32'22" East a distance of 46.00;

THENCE South 38°36'45" West, departing the State Highway Number 360 right of way, a distance of 79.74 feet to a 1/2 inch iron rod set with a plastic cap stamped "DTS 8172753361" for corner;

THENCE South 58°33'43" West, a distance of 46.11 feet, to a 1/2 inch iron rod set with a plastic cap stamped "DTS 8172753361", for corner;

THENCE South 35°14'10" West, a distance of 58.39 feet, to a 1/2 inch iron rod set with a plastic cap stamped "DTS 8172753361", for corner;

THENCE North 72°48'42" West, a distance of 240.98 feet to a 1/2 inch iron rod set with a plastic cap stamped "DTS 8172753361", said iron rod being in the east line of Block 1, Mill Valley, an addition to the City of Mansfield, Ellis County, Texas as recorded in Volume J, Page 541, Plat Records of Ellis County, Texas, for corner;

THENCE North 29°26'42" West with the east line of Block 1, Mill Valley, a distance of 986.70 feet, to a PK Nail in asphalt set, for corner,

THENCE North 59°41'32" East, departing the east line of Block 1, Mill Valley Addition and continuing with the north line of said Tract 3, a distance of 538.86 feet, to the POINT OF BEGINNING containing approximately 12.899 acres (561,874 square feet) of land.

EXHIBIT "B"

CONCEPT PLAN



EXHIBIT "C"

THE PROMENADE AREA – DESCRIBED



EXHIBIT “C-1”

INSPIRATIONAL AND DESIGN IMAGES FOR THE PROMENADE



EXHIBIT “C-2”

INSPIRATIONAL AND DESIGN IMAGES FOR THE PROMENADE



EXHIBIT “C-3”

INSPIRATIONAL AND DESIGN IMAGES FOR THE PROMENADE



EXHIBIT “D”

ARCHITECTURAL CHARACTER OF RESIDENTIAL PRODUCT TYPES

SHOP HOUSE



FLATS



BROWNSTONES



ROWHOUSES

