

CITY OF MANSFIELD, TEXAS

S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT

DEVELOPMENT PLAN NO. 8.

This Development Plan (this **“PLAN”**) is made and entered into by and between SET BACK PARTNERS, LIMITED, a Texas Limited Partnership, 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 42.983-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 mixed-use community, with a complementary mixture of retail, residential, civic space, and other uses; **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 rules and regulations for the **“S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT”** require the City and Developer to establish terms and conditions for development of the Property and construction of the Project (as further defined in below) pursuant to

a development plan; **AND**

WHEREAS, the rules and regulations for the “S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT” describe the minimum terms and conditions of such development plan, including a concept plan, phasing plan, and other additional Project attributes; **AND**

WHEREAS, the City and Developer are desirous of creating a development plan in accordance with the rules and regulations established 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:

“DISTRICT COMMONS” shall mean a cluster of buildings that are specifically designed and that are dedicated exclusively to restaurant and / or retail around a civic space. The total floor area for the cluster of buildings shall be at least 15,000 square feet. In the event that the Developer elects not to construct an Entertainment Establishment (as defined below), then the Developer shall construct (or shall cause to be constructed) the District Commons, provided that construction of the District Commons (i.e., a minimum of 15,000 square feet of restaurant and / or retail space) shall be in addition to the 50,000 square feet of commercial space required as part of this Project (as defined below).

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

“ENTERTAINMENT ESTABLISHMENT” shall mean a single building that contains at least 15,000 square feet of enclosed space specifically designed and dedicated to entertainment, and shall include athletic courts for structured or unstructured recreation and other related amenities and amusement for a variety of ages. For the purposes of this Plan and the provisions set forth under the “S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT”, adult entertainment is prohibited.

“PROJECT” shall mean construction of a mixed-use community on the Property, that will include: (i) the District Commons or Entertainment Establishment; (ii) at least 50,000 square feet of additional commercial space that may be located within a single building, multiple buildings, or along the ground floors of mixed-use buildings; (iii) civic space; and (iv) residential functions that are located in adjacency and within visually harmonious environment 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 shall 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. THOROUGHFARE NETWORK PLAN. No thoroughfare shall be allowed to have travel lanes exceeding 11 feet in width.
 - ii. PARKING LOCATION. No parking lots shall be allowed to front Heritage Parkway.
 - iii. EXTERIOR FINISH MATERIAL. Primary exterior finish material shall be limited to brick, stone, and stucco. Secondary exterior finish material shall be limited to cementitious fiber board and metal. Secondary exterior finish material shall not exceed 40 percent of the total wall building area, with each building façade being calculated independently.
 1. Stucco shall be cement and shall be integral color or painted, with a smooth or a sand-finish.

2. Exterior insulating and finish systems (E.I.F.S.) and vinyl shall be prohibited.
3. Where multiple exterior finish materials are used on a building, they shall only be combined through horizontal transitions with heavier materials below the lighter materials (e.g., stone below brick; brick below stucco; and stucco below cementitious fiber board and metal).
 - a. Building attachments and projections may differ in material from the building volume, with the attachment or projection being of a lighter material, except chimneys (if provided).

B. PHASING PLAN. Development of the Property and the construction of the Project shall occur in accordance with the schedule described in the attached EXHIBIT “C” (i.e., the “PHASING PLAN”), and as further described below:

1. GENERAL:

- i. The Developer may elect to provide the District Commons or Entertainment Establishment during the first phase of the Project.
- ii. The Developer may elect to construct the required minimum of 50,000 square feet of commercial space during a single phase or in multiple phases; further, for purposes of the provisions set forth under this Plan, the District Commons or Entertainment Establishment shall not be included in any of the calculations for the required minimum of 50,000 square feet of commercial space. During each phase of the Project, Developer shall ensure (or shall cause to be ensured) that the minimum required commercial space is constructed.
- iii. The construction of buildings for allowable residential functions shall occur over three (3) phases; provided, that mixed-use buildings shall be exempt from

this requirement and that they may be constructed in any combination during any phase.

2. SPECIFIC TO PHASE ONE:

- i. The construction of the District Commons or Entertainment Establishment as set forth herein;
- ii. The construction of buildings for residential functions;
- iii. The construction of buildings for commercial functions; AND
- iv. No permit for residential construction shall be issued for Phase Two unless and until the District Commons or Entertainment Establishment are constructed, and have received issuance of a certificate of occupancy (permanent).

3. SPECIFIC TO PHASE TWO:

- i. The construction of buildings for residential functions; AND
- ii. The construction of at least 10,000 square feet of floor area (i.e., buildings) for commercial functions.

4. SPECIFIC TO PHASE THREE:

- i. Prior to the construction of the balance of buildings for residential functions, Developer shall have constructed (or shall have caused to be constructed) at least 50 percent of all the required floor area for the allowable commercial functions within the Project (i.e., cumulatively, a minimum of 25,000 square feet of commercial space in Phase Two and Phase Three) before the third and final phase of residential construction can commence (i.e., an application for a construction permit is submitted by Developer or on behalf of Developer for review). For the purpose of confirming that this condition has been satisfied,

no permit for any residential construction shall be issued for Phase Three prior to the completion of at least 50 percent of the minimum required construction for the allowable commercial functions, and the calculation of such required commercial space shall not be construed to be inclusive of the District Commons or Entertainment Establishment.

- 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 **22ND** day of **APRIL, 2024**.

CITY OF MANSFIELD, TEXAS:

BY: _____

City Manager or Designee

APPROVED AS TO FORM:

BY: _____

City Attorney or Staff Attorney

DEVELOPER:

BY: _____

Set Back Partners, LTD

EXHIBIT “A” – Legal Description of 42.983 – Acre Tract.

EXHIBIT “B” – Concept Plan.

EXHIBIT “C” – Phasing Plan.