

CITY OF MANSFIELD, TEXAS
S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT
DEVELOPMENT PLAN NO. 5.

This Development Agreement (this “**PLAN**”) is made and entered into by and between KNOX STREET PARTNERS NUMBER 31, LTD., 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 70.897-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 **13TH** day of **NOVEMBER, 2023**, 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:

“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 residential, employment, commercial, civic, and other uses appropriate for a pedestrian-centered 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 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. STREETSCAPE DESIGN. The thoroughfare extending from the “Primary Entry” as labeled and as shown on the Concept Plan in EXHIBIT “B”, and identified as “Street A” that generally runs to the east and parallel to United States Highway 287, shall be substantially designed and constructed to the thoroughfare depicted in the photograph attached hereto in EXHIBIT “D”, subject to the review and the approval of the Director of Planning.
 1. No thoroughfare shall have a travel lane width that exceeds 11 feet in width.
- ii. 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).

iii. CIVIC SPACE AND OTHER VISUAL FEATURES. Notwithstanding any term or condition as set forth in this Agreement herein, all civic space shall otherwise be designed in strict conformance with the provisions for civic space as provided for in the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT:

1. Primary Entry Feature. A primary entry feature designed to emulate a prominent tower feature shall be installed at the entrance located at United States Highway 287 and “Street A”. The primary entry feature shall be subject to review and approval by the Director of Planning.
2. Amphitheatre. An amphitheater drawing inspiration from the same in Norton Commons (Prospect, Kentucky) a photograph of which is attached hereto as EXHIBIT “E”, shall be designed and installed in “Park A” as shown on the concept plan. Design of the amphitheater, including terraced areas for outdoor seating as permitted by the site conditions, shall be subject to review and approval by the Director of Planning.

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. Development on the following parcels may occur at any time, without regard to any phasing restriction:
 - i. Parcel 1 – Corporate Office Building(s) at least four (4) stories in height;
 - ii. Parcel 3 – Row houses, including Park B;
 - iii. Parcel 4 – Retail Buildings; AND / OR
 - iv. Parcel 7 – Retail Buildings.
2. SPECIFIC TO PHASE ONE:
 - i. Primary Entry Feature at United States Highway 287 and “Street A” as shown on the Concept Plan in EXHIBIT “B”;
 - ii. Street A in substantial conformance with the photograph attached hereto as EXHIBIT “D” (from outer curb to outer curb);
 - iii. “Street C-1” and “Street C-2”;
 - iv. “Street D” (i.e., from “Street A” to St. Paul Road);
 - v. Development including, at a minimum:
 1. Construction of multi-family residential buildings on Parcel 5;
 2. Construction of at least 10,000 square feet (i.e., total floor area) of permitted commercial uses as shown on the Phasing Plan fronting “Street A”, provided, however, that nothing contained herein shall be construed to prohibit or to restrict Developer from constructing additional ground floor space for permitted commercial uses; AND
 - vi. “Park A” subject to additional design considerations (i.e., amphitheater) as set forth herein, and adjacent to “Street D”.
3. SPECIFIC TO PHASE TWO:

- i. Development including, at a minimum:
 - 1. Construction of multi-family residential buildings on Parcel 6;
 - 2. Construction of at least 10,000 square feet (i.e., total floor area) of permitted commercial uses, provided, however, that nothing contained herein shall be construed to prohibit or to restrict Developer from constructing additional ground floor space for permitted commercial uses;
 - ii. “Street E”; AND
 - iii. The remaining area of “Park A”.
4. PRIOR TO COMMENCING CONSTRUCTION OR ANY OTHER ACTIVITY IN PHASE THREE:
- i. Prior to the completion of multi-family residential buildings on Parcel 2, a minimum of 30,000 square feet of permitted commercial space shall have been designed and built within the Project on Parcels 2, 4, 5, and / or 6. Of the required 30,000 square feet of commercial space, at least 5,000 square feet of such space shall have been design and built within Parcel 4. This is cumulative and includes any ground floor retail, office or other commercial uses built in previous phases. For the purposes of confirming that this condition has been satisfied, no permit for any construction shall be issued for Phase Three.
5. SPECIFIC TO PHASE THREE:
- i. Construction of multi-family residential buildings on Parcel 2, Multi-Family;

- ii. “Street B”;
- iii. “Green A”; AND
- iv. The remaining area for “Park B”.

- 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 **24TH** day of **JUNE, 2024**.

CITY OF MANSFIELD, TEXAS:

BY: _____

City Manager or his / her designee

APPROVED AS TO FORM:

BY: _____

City Attorney or Staff Attorney

DEVELOPER:

BY: _____

KNOX STREET PARTNERS NUMBER 31, LTD., Name and Title

EXHIBIT “A” – Metes and Bounds of 70.897 – Acre Tract.

EXHIBIT “B” – Concept Plan.

EXHIBIT “C” – Phasing Plan.

EXHIBIT “D” – Streetscape Design.

EXHIBIT “E” – Amphitheater Design.

EXHIBIT "A"

PROPERTY METES AND BOUNDS

BEING a 75.120 acre tract of land situated in the B. Howard Survey, Abstract No. 513, located in Ellis County, Texas and being a portion of a called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas (OPRECT), as determined from a survey by Desiree L. Hurst, RPLS 6230 on February 24, 2021 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449), being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 6875347.1 and Easting 2405712.1 on the South right-of-way line of U.S. Highway No. 287, a variable width right-of-way, at the North corner of said 252.657 acre tract;

THENCE with said South right-of-way line the following five (5) courses and distances:

1. South 55°36'19" East (Grid Bearings based on said Texas Coordinate System), a distance of 2,828.36 feet to a "TXDOT" Aluminum Disk found for corner;
2. South 08°39'43" East, a distance of 67.84 feet to a "TXDOT" Aluminum Disk found for corner at the beginning of a curve to the right, said curve having a radius of 196.00 feet;

3. Westerly along said curve to the right through a central angle of $42^{\circ}39'09''$ an arc distance of 145.91 feet and a chord bearing and distance of South $68^{\circ}15'07''$ West, 142.56 feet to a "TXDOT" Aluminum Disk found for corner;

4. South $89^{\circ}34'42''$ West, a distance of 51.27 feet to a "TXDOT" Aluminum Disk found for corner;

5. South $71^{\circ}40'25''$ West, a distance of 53.18 feet to a "TXDOT" Aluminum Disk found for corner in the East line of a tract of land described in Special Warranty Deed to St. Paul Cemetery Association in Volume 1277, Page 820 of said DRECT;

THENCE with the occupied fence line of said St. Paul Cemetery tract the following three (3) courses and distance:

1. North $00^{\circ}17'18''$ West, a distance of 205.96 feet to a 1/2 inch iron rod found with a cap stamped "Dumas Surveying" at the Northeast corner of said St. Paul Cemetery tract;

2. South $89^{\circ}42'42''$ West, a distance of 213.90 feet to a calculated point in a multi-trunk Hackberry Tree, with the largest trunk measuring 22 inches in diameter, near a fence post at the Northwest corner of St. Paul Cemetery tract;

3. South $00^{\circ}17'18''$ East, passing a rock found near a weathered railroad tie fence post at a distance of 202.76 feet in the occupied North line of St. Paul Road and continuing for a total distance of 238.93 feet to a pk nail with shiner stamped "ypassociates.com" set in the approximate centerline of said St. Paul Road;

THENCE North $89^{\circ}51'25''$ West, with said approximate centerline, a distance of 2,559.81 to a pk nail with shiner stamped "ypassociates.com" set at the Southwest corner of said 252.657 acre tract

and at the Southeast corner of Somerset Addition, an Addition to the City of Mansfield, recorded in Volume 11, Page 307 Drawer H of the Map Records of Johnson County, Texas (MRJCT);

THENCE North 02°04'24"West, passing at a 1/2 inch iron rod found at the Southeast corner of Lot 21X, Block 2 of said Somerset Addition at a distance of 30.02 feet and continuing for a total distance of 1,351.85 feet to a ½ inch iron rod with a cap stamped "JBI" found at the Northwest corner of said 252.657 acre tract and at the Northeast corner of said Lot 21X;

THENCE North 59°59'58" East, a distance of 822.76 feet to the POINT OF BEGINNING and containing 75.120 acres of land, more or less. Save and except a 4.223 acre tract of land for the proposed extension of Barrington Way leaving a net of 70.897 acres, more or less.

SAVE & EXCEPT:

Proposed extension of Barrington Way an approximate 120' right-of-way to be located on the western edge of the above described 75.120 acre tract, described as follows:

BEING a 4.223 acre tract of land situated in the B. Howard Survey, Abstract No. 513, located in Ellis County, Texas and being a portion of a Called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas

(OPRECT), as determined from a survey by Desireé L. Hurst, RPLS 6230 on February 24, 2021 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449), being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 6875347.1 and Easting 2405712.1 on the South right-of-way line of U.S. Highway No. 287, a variable width right-of-way, at the North corner of said 252.657 acre tract;

THENCE South 59°59'58"West, with the North line of said 252.657 acre tract, a distance of 594.90 feet to the POINT OF BEGINNING of the herein described tract at a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a non-tangent curve to the left, said curve having a radius of 286.50 feet;

THENCE Southerly along said curve to the left through a central angle of 6°04'26" an arc distance of 30.37 feet and a chord bearing and distance of South 06°04'18" West, a distance of 30.36 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a reverse curve to the right having a radius of 1,110.00 feet;

THENCE Southerly along said curve to the right through a central angle of 7°14'33" an arc distance of 140.31 and a chord bearing and distance of South 06°39'22" West, a distance of 140.21 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set;

THENCE South 10°16'38"West, a distance of 153.51 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a curve to the left having a radius of 990.00 feet;

THENCE Southerly along said curve to the left through a central angle of 12°21'02" an arc distance of 213.40 feet and a chord bearing and distance of South 04°06'07" West, a distance of 212.99 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set;

THENCE South 2°04'24" East, a distance of 843.27 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a curve to the left having a radius of 990.00 feet;

THENCE Southerly along said curve to the left through a central angle of 5°12'05" an arc distance of 89.87 feet and a chord bearing and distance of South 04°40'27" East, a distance of 89.84 feet to a pk nail with shiner stamped "ypassociates.com" set in the South line of said 252.657 acre tract and in the approximate centerline of said St. Paul Road;

THENCE North 89°51'25" West, with said South line and said approximate centerline, a distance of 124.17 feet to a pk nail with shiner stamped "ypassociates.com" set at the Southwest corner of said 252.657 acre tract and at the Southeast corner of Somerset Addition, an Addition to the City of Mansfield, recorded in Volume 11, Page 307 Drawer H of the Map Records of Johnson County, Texas (MRJCT);

THENCE North 02°04'24" West, passing at a 1/2 inch iron rod found at the Southeast corner of Lot 21X, Block 2 of said Somerset Addition at a distance of 30.02 feet and continuing for a total distance of 1,351.85 feet to a 1/2 inch iron rod with a cap stamped "JBI" found at the Northwest corner of said 252.657 acre tract and at the Northeast corner of said Lot 21X;

THENCE North 59°59'58" East, with the North line of said 252.657 acre tract, a distance of 227.86 feet to the POINT OF BEGINNING and containing 4.223 acres of land, more or less.

EXHIBIT "B"

CONCEPT PLAN



PHASING PLAN



EXHIBIT “D”

STREETSCAPE DESIGN



EXHIBIT “D - 1”

ALTERNATIVE MEDIAN DESIGN PROGRAMING



As an alternative to the median design provided for the Streetscape Design in EXHIBIT “D”, this alternative to the parking location and median design only, may be reviewed, considered, and approved by the Director of Planning, provided that the median design and parking locations shown in this EXHIBIT “D – 1” is replicated on the landscaping and civic space plans submitted for review and approval. This includes locating the parking from the median to the outside of the street adjacent to the building frontage and the median may include additional flatwork and seating areas

EXHIBIT “D - 2”

ALTERNATIVE VEHICULAR AND PEDESTRIAN FLATWORK



As an alternative to the vehicular and pedestrian paving materials and colors provided for the Streetscape Design in EXHIBIT “D”, this alternative to the paving materials and colors only, may be reviewed, considered, and approved by the Director of Planning, provided that the median design and parking locations shown in this EXHIBIT “D – 2” is replicated on the landscaping and civic space plans submitted for review and approval. This includes clay or concrete pavers are permitted with earthtone and/or grey tones being acceptable paving colors.

EXHIBIT “D - 3”

ALTERNATIVE STREETLIGHT AND STREET TREE LOCATIONS



As an alternative to the street tree and street light locations provided for the Streetscape Design in EXHIBIT “D”, this alternative to the street tree and street light locations only, may be reviewed, considered, and approved by the Director of Planning, provided that the median design and parking locations shown in this EXHIBIT “D – 3” is replicated on the landscaping and civic space plans submitted for review and approval. This includes locating the street trees and street lights in line with the on-street parking.

EXHIBIT “E”

AMPHITHEATER DESIGN



EXHIBIT “E – 1”

AMPHITHEATER DESIGN (ALTERNATIVE LAKE TERRACE WALLS)

As an alternative to the terraced seating provided for the amphitheater in EXHIBIT “E”, this alternative to terraced seating only, may be reviewed, considered, and approved by the Director of Planning, provided that the terraced seating as shown in this EXHIBIT “E – 1” is replicated on the landscaping and civic space plans submitted for review and approval.

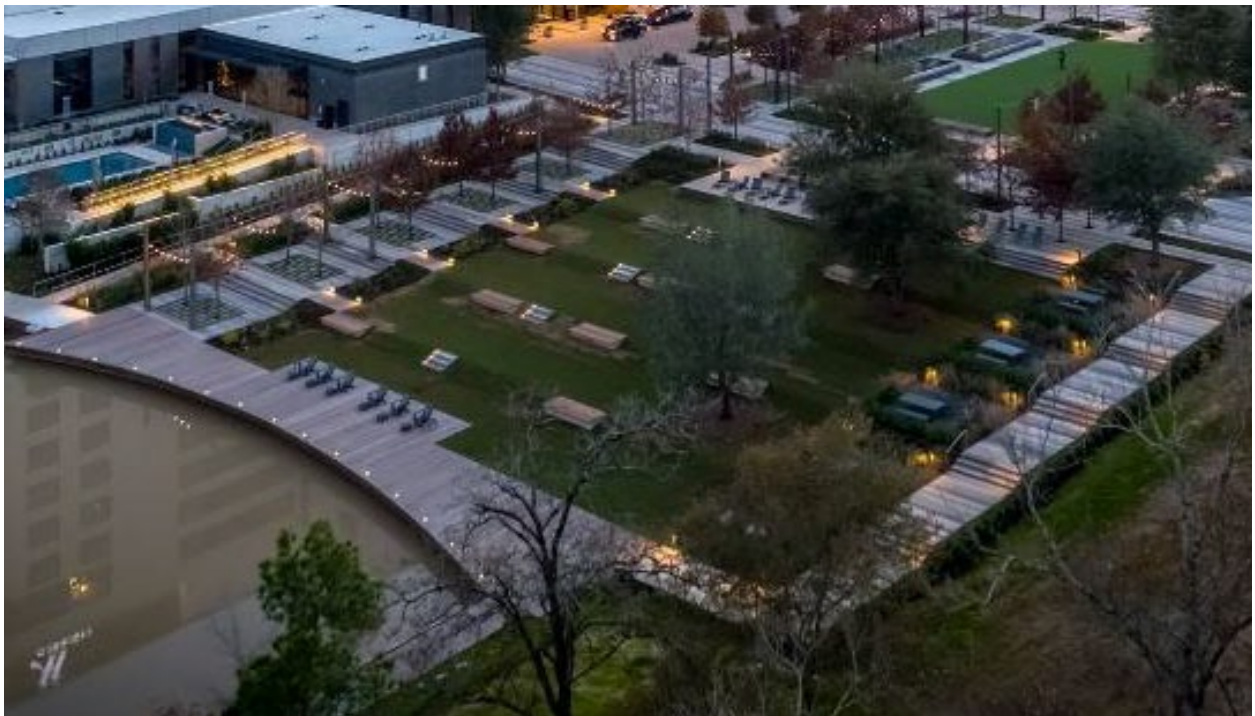


EXHIBIT “E – 2”

STAGE DESIGN (ALTERNATIVE DESIGN)

As an alternative to the design for the stage in EXHIBIT “E”, this exhibit which depicts a contemporary amphitheater that may be reviewed, considered, and approved by the Director of Planning, provided that the amphitheater design as shown in this EXHIBIT “E – 2” is replicated on the landscaping and civic space plans submitted for review and approval.



EXHIBIT “E – 3”

STAGE DESIGN (ALTERNATIVE DESIGN)

As an alternative to the design for the stage in EXHIBIT “E”, this exhibit which depicts a stage located away from the lake edge with the event lawn between the stage and the street, that may be reviewed, considered, and approved by the Director of Planning, provided that the amphitheater design as shown in this EXHIBIT “E – 3” is replicated on the landscaping and civic space plans submitted for review and approval.

