

EXHIBIT “A”
CITY OF MANSFIELD, TEXAS
S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT
DEVELOPMENT AGREEMENT NO. ____.

This Development Agreement (this “**AGREEMENT**”) is made and entered into by and between CHISHOLM FLATS, 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 54.391-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 mixed-use, 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 11th day of July, 2022, 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 in 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:

“**CORE CIVIC SPACE**” shall mean the proposed park space located in the central block, and includes a Water Wheel, Wind Mill and Water Tower, as shown in Exhibit B.

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

“**FOUNDATION APPROVAL**” shall mean the approval by the City of Mansfield Building Inspection Official, per permitted construction drawings and issued permit, of the foundation being placed for the subject Building and / or Site.

“**MULTI-FAMILY CIVIC SPACE**” shall mean the proposed civic space located in the Multi-family block, as shown in Exhibit B, to be designed in accordance with the provisions for

civic space as set forth in the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT.

“**PROJECT**” shall mean construction of a mixed-use community on the Property (as defined below) and includes, without limitation, the addition of public and private roads, utilities, other infrastructure, medical office, retail, restaurant, multi-family, and other uses and building forms as allowed, 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”.

“**SHELL SPACE**” shall mean that space within a principal building that is unfinished, prior to tenant occupancy and / or tenant selection. Such a building has a completed exterior, sufficient as providing a weather-proof enclosure, though it may not include any interior finishes, and the interior mechanical, plumbing, electrical, and fire protection systems may be limited to only those improvements necessary to allow for a Certificate of Occupancy as a “Shell,” as shown in “2. Type of Application” in the City of Mansfield’s Certificate of Occupancy Application. Further, non-structural portions of any slab foundation may be left uninstalled to allow for flexibility in installation of future below-surface mechanical, electrical and plumbing systems.

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-3, urban edge transect zone.
- ii. T-4, urban transition transect zone.
- iii. T-5, urban center transect zone.

2. BUILDING HEIGHT RESTRICTIONS. Principal buildings in all transect zones for the Project 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. In addition to the required civic space as set forth in the S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT, the Project shall include the following specific civic space:

- i. Core Civic Space, as shown in Exhibit B.
- ii. Multi-family Civic Space, as shown in Exhibit B.
- iii. Perimeter Parks and Pocket Parks, as shown in Exhibit B.

B. PHASING PLAN. Development of the Property and the construction of the Project shall occur in accordance with the schedule described in the attached EXHIBITS “C-1,” “C-2,” and “C-3,” and as further described below.

1. PHASE 1.

i. The Commercial Improvements and Multi-family Improvements may begin at any time in Phase 1. Multifamily Improvements are highlighted RED in Exhibit C-1.

ii. Phase 1 must include the “Multi-family Civic Space,” as shown on Exhibit B.

iii. Multi-family residential, limited to two (2) stories in height along the eastern property line must begin in Phase 1. Such multi-family along the eastern property line shall be designed to architecturally emulate row houses or townhomes.

iv. All development directly adjacent to single-family lots and / or the eastern property line are restricted to two (2) stories in height.

2. PHASE 2.

i. Construction of the Commercial Improvements may begin in Phase 2 at any time; provided, however, that the Phase Two Multi-family Improvement and Multi-family Civic Space shall only begin construction after the Foundation Approval of Commercial Improvements for either the Medical Office Building (i.e., “M.O.B.”) on the “M.O.B.” Block (highlighted GREEN in Exhibit C-1), or an Office Building on the Professional Office Block (highlighted BLUE in Exhibit C-1).

3. PHASE 3.

i. Construction of the Commercial Improvements may begin in Phase 3 at any time; provided, however, that the Phase 3 Multi-family Improvements and Multi-family Civic Space shall only begin construction after the Certificate of Occupancy has been issued for

the “Shell Space” of an approximate 5,000 square foot Commercial Improvements and the commencement of the Core Civic Space (highlighted ORANGE in Exhibit C-2).

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

APPROVED AS TO FORM:

BY: _____
City Attorney

DEVELOPER:

BY: _____
[*Chisholm Flats, LLC*]

EXHIBIT "A" – Metes and Bounds of 54.391-acre tract

PROPERTY DESCRIPTION

Being a 54.391 acre tract of land situated in the Cresanto Vela Survey, Abstract No. 851, Johnson County, Texas and being a portion of that certain parcel called 873.29 acre tract conveyed to Ruby-D7-SPMTGE, LLC by the Deed recorded in Document No. D21226530D, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 3/8 inch iron rod (controlling monument) being the most westerly corner of said 873.29 acre tract and the southwest corner of a called 5.12 acre tract of land conveyed by deed to Harvinder S. Kohli, as recorded in Volume 111D, Page 383, Deed Records, Johnson County, Texas, also being in the existing east right-of-way line of U.S. Highway 287 (Variable Width Public Right-Of-Way);

THENCE North 59°40'00" East, along the north line of said Ruby-D7-SPMTGE, LLC tract and the south line of said Harvinder S. Kohli tract, being a common line, a distance of 1331.30 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC. INC."(GAI);

THENCE South 30°20'00" East, leaving said north line and the south line of Thomas M. Fraser, as recorded in Volume 1647, Page 687, Deed Records, Johnson County, Texas, a distance of 1361.91 feet to a set 1/2 inch iron rod with a "GAI" cap, for the beginning of a tangent curve to the left having a radius of 665.00 feet, a central angle of 7°35'52", and a long chord which bears South 34°07'56" East, 88.12 feet;

THENCE along said tangent curve to the left, an arc length of 88.18 feet to a set 1/2 inch iron rod with a "GAI" cap;

THENCE South 37°55'52" East, a distance of 342.35 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the north right-of-way line of Lone Star Road (Variable Width Public Right-Of-Way), for the beginning of a non-tangent curve to the right having a radius of 1340.00 feet and a central angle of 9°23'35" and a long chord which bears South 55°30'27" West, 219.43 feet;

THENCE along said non-tangent curve to the right, and along said north right-of-way line, an arc length of 219.68 feet to a found 1/2 inch iron rod with a "GAI" cap;

THENCE South 60°12'15" West, continuing along said north right-of-way line, a distance of 545.74 feet to a found 1/2 inch iron rod with a "GAI" cap;

THENCE South 64°01'36" West, continuing along said north right-of-way line, a distance of 150.00 feet to a found 1/2 inch iron rod with a "GAI" cap;

THENCE South 60°12'15" West, continuing along said north right-of-way line, a distance of 200.00 feet to a set "X" cut in concrete, being the intersection of said north right-of-way line and said east right-of-way line of U.S. Highway 287;

THENCE North 77°25'35" West, along said east right-of-way line, a distance of 59.11 feet to a found TxDOT monument (disturbed), being in said east right-of-way line and in the west line of said Ruby-D7-SPMTGE, LLC tract, for the beginning of a non-tangent curve to the left having a radius of 984.93 feet and a central angle of 19°16'11" and a long chord which bears North 45°58'35" West, 329.69 feet;

THENCE along said non-tangent curve to the left, and continuing along said east right-of-way line and along the west line of said Ruby-D7-SPMTGE, LLC tract, being a common line, an arc length of 331.25 feet to a found 1/2 inch iron rod with a "GAI" cap;

THENCE North 55°36'40" West, continuing along said common line, a distance of 200.00 feet to a found TxDOT monument (disturbed), for the beginning of a tangent curve to the right having a radius of 1402.40 feet, a central angle of 34°02'10", and a long chord which bears North 38°35'35" West, 820.89 feet;

THENCE along said tangent curve to the right, continuing along said common line, an arc length of 833.08 feet to a found TxDOT monument (disturbed);

THENCE North 21°33'15" West, continuing along said common line, a distance of 440.92 feet to the POINT OF BEGINNING and CONTAINING 2,369,268 square feet, 54.391 acres of land, more or less.

EXHIBIT "B" – Concept Plan



EXHIBIT "C-1" – Phasing Plan

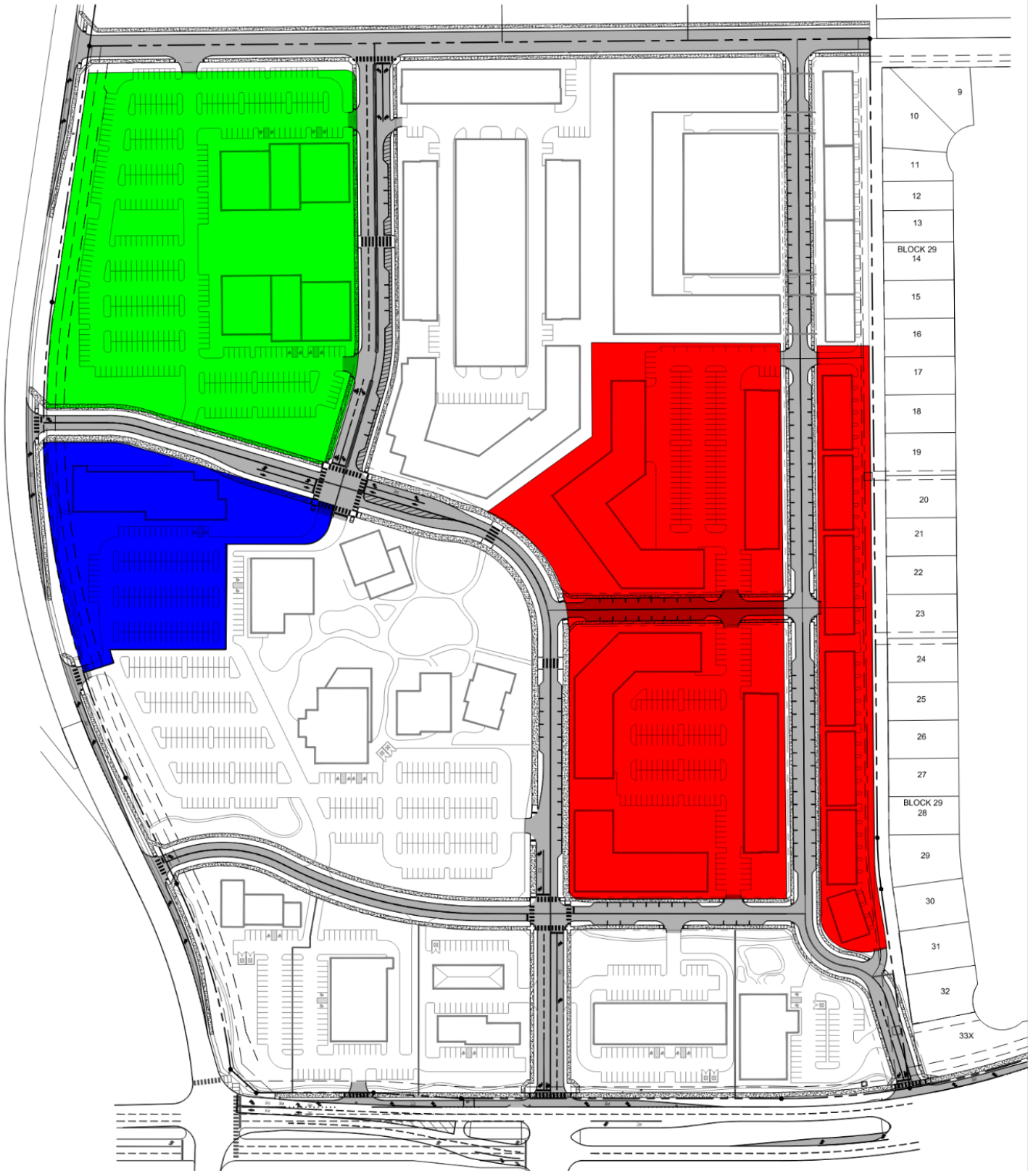


EXHIBIT "C-2" – Phasing Plan

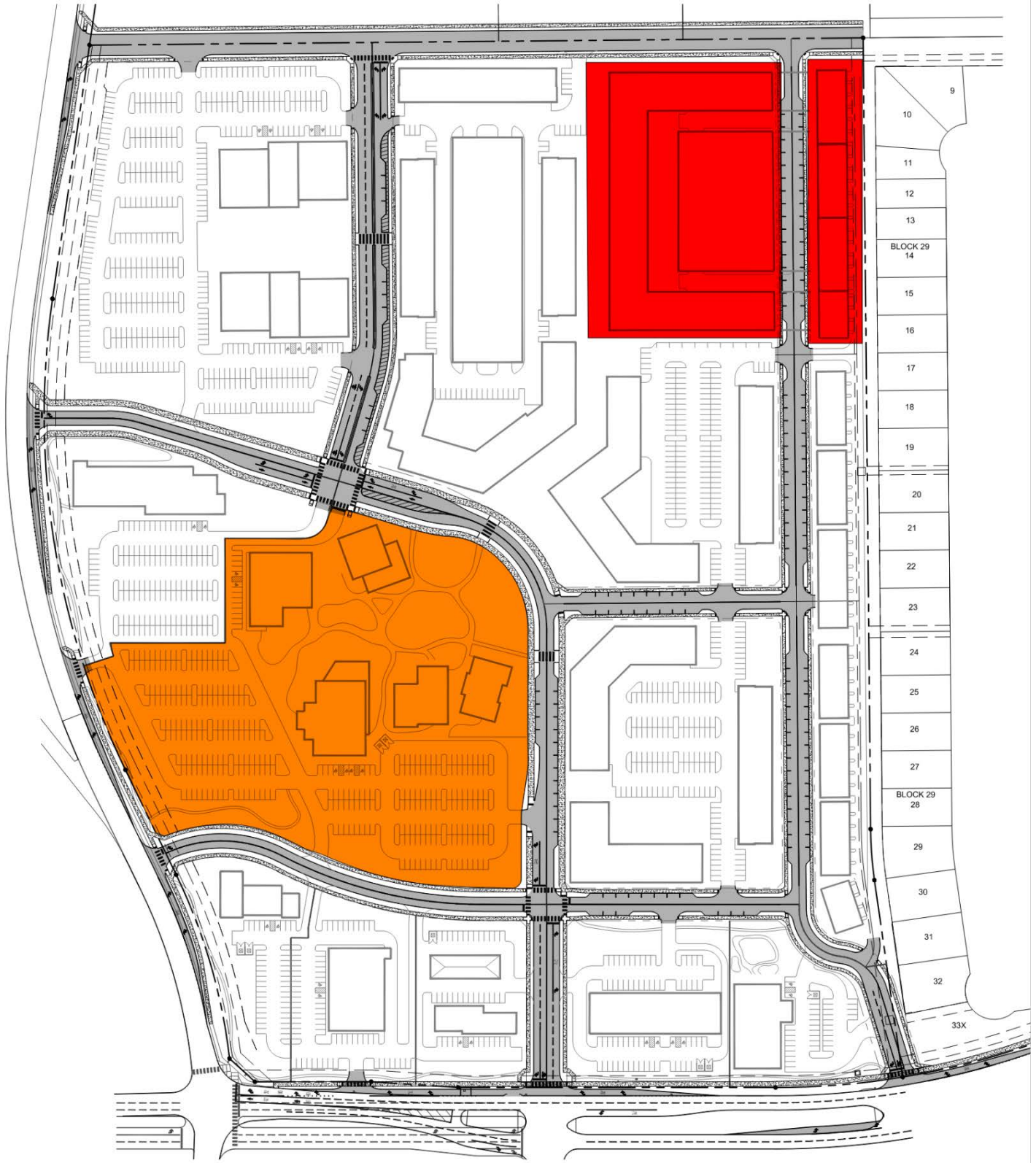


EXHIBIT "C-3" – Phasing Plan

