

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-195-2024



MEETING DATE(S)

Planning & Zoning Commission: July 15, 2025
City Council: July 21, 2025

CAPTION

Public Hearing on a request by Urpi Arriola, MWSW Texas, for a **Zoning Change** from a Planned Development-14-Heavy Industrial (PD-14-HI) zoning district to Planned Development-Commercial (PD-C) zoning district, for the Crossroads 287 mixed-use development, located at 1601 W US Highway 287 Bypass, (Property ID 239122) - Owner: CSW Waxahachie LP (ZDC-195-2024)

RECOMMENDED MOTION

"I move to recommend approval of ZDC-195-2024, a Planned Development request for the Crossroads 287 mixed-use development, subject to the conditions the staff report, authorizing the Mayor and/or City Manager to sign the associated documents accordingly."

APPLICANT REQUEST

The applicant requests approval of a Planned Development to allow for Crossroads 287, a mixed-use development with 35,500 square feet of medical office space, 14,950 square feet of retail space, two stand-alone restaurants, and two 4-story hotels with a combined total of 263 rooms.

CASE INFORMATION

Applicant: Urpi Arriola, MWSW Texas
Property Owner(s): CSW Waxahachie LP
Site Acreage: 13.116 acres
Current Zoning: Planned Development-14-Heavy Industrial (PD-14-HI)
Requested Zoning: Planned Development-Commercial (PD-C)

SUBJECT PROPERTY

General Location: 1601 W US Highway 287 Bypass
Parcel ID Number(s): 239122
Existing Use: The subject property is currently undeveloped
Development History: The subject property is the former location of the Magnablend facility.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	N/A	W US Highway 287 Bypass
East	PD-C	Auto-Repair & Office/Warehouse
South	LI-1	Navarro College
West	LI-1	Navarro College (Undeveloped)

Future Land Use Plan:

Mixed Use Neighborhood

Comprehensive Plan:

A mixed-use neighborhood harkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allows the area to adapt and change over time to suit the needs of its inhabitants. Though it is not imperative for uses to always be mixed within the same building, it is important to note that large monolithic developments with near exclusive uses such as large multiplex apartments or retail centers with large land area being devoted to automobile parking do not suit mixed-use neighborhoods. Mixed-use neighborhoods are places where residents can live, work and play and are primarily accessible by foot. Given the various housing typologies encouraged in this placetype, it is essential to make sure residential uses appropriately transition from one another based on the housing typology.

Thoroughfare Plan:

The subject property is accessible via W US Highway 287 Bypass.

Site Image:



PLANNING ANALYSIS

The applicant proposes a Planned Development (PD) to allow for Crossroads 287, a mixed-use development with 35,500 square feet of medical office space, 14,950 square feet of retail space, two stand-alone restaurants, and two 4-story hotels with a combined total of 263 rooms. The proposed uses can be referenced in greater detail on the Concept Plan attached as Exhibit D below. The design of the concept plan is consistent with the concept approved by City Council as part of the Development Agreement for the property. A base zoning district of Commercial (C) is proposed for the development.

Planning Analysis (continued):

The subject property is the site of the former Magnablend facility; which was destroyed in a 2011 fire. The City of Waxahachie acquired the subject property in 2018. In August of 2024, City Council approved a Development Agreement for the subject property with CSW Development. As part of the agreement, CSW agreed to develop the site for a combination of office, retail, sit down restaurant, and hotel uses and provided a very general concept plan to represent their development proposal. As part of the agreement, City Council transferred ownership of the property to CSW; but required to the group to return for approval of a Planned Development zoning district for the property. The PD proposal is consistent with the requirements of the Development Agreement for the subject property.

Proposed Use:

The Planned Development includes a total of seven (7) buildings that will each be situated on individually platted lots. An additional 8th lot is proposed to exclusively accommodate drainage and detention areas for the development. The applicant has exceeded the minimum parking requirement of 611 spaces and proposes to provide a total of 661 parking spaces. Each proposed lot on the subject property has been designed so that it can meet its individual minimum parking requirement.

With this Planned Development request, the applicant proposes a few modified development standards from those required with the base Commercial (C) zoning district. The modified standards are tailored to facilitate a more compact retail development pattern. The table below can be referenced for a comparison of the standard C requirements versus the development standards proposed with this application. (****Bold text indicates a deviation from typical development standards.***)

<u>Development Standard</u>	<u>C Zoning</u>	<u>Proposed Development Standard</u>
Min. Lot Size	5,000 SqFt.	5,000 SqFt.
Front Setback	25'	25' Exterior, 0' Interior
Side Setback	25'	20' (ROW), 0' (Retail)
Rear Setback	20'	20' Exterior, 0' Interior
Maximum Height	3-stories	4-stories
Max. Lot Coverage (Buildings)	40%	40%

In addition to the modification identified above, the applicant has also proposed development standards that restrict permissible uses in the PD district. The base Commercial zoning district typically allows for a wide range of uses; but not all of these uses are appropriate for the office/retail-oriented development proposed by the applicant. With this in mind, the applicant has prohibited 56 uses that were identified as incompatible or too intense for their proposed development. A few examples of proposed prohibited uses include: Outdoor Building Material Sales, Storage Warehouses, Heavy Machinery Rental/Sales, Drive-Through Establishments, and Light Manufacturing. The full list of prohibited uses may be referenced in Exhibit B below.

Medical Office Uses:

The applicant proposes to utilize two lots on the western side of the property for the medical offices uses. The proposed lots are 2.5 acres and 0.8 acres in size and can accommodate a combined 35,000 square feet of one-story medical offices. Baylor and Touchstone Imaging are the proposed end users for the two medical office lots.

Hotel Uses:

The applicant proposes to utilize two lots on the southern portion of the property for the hotel uses. The hotels lots are proposed to be 2.48 acres and 2.21 acres and are designed to accommodate 150 rooms and 113 rooms respectively. No end-users are currently proposed for the hotel site; but each hotel is proposed to be 4-stories in height.

Restaurant Uses:

The applicant proposes to lots on the northern portion of the property immediately adjacent to US Highway 287 Bypass for restaurant uses. The applicant has not identified end-users for the restaurant sites. However, each lot is designed to accommodate sit-down restaurants exclusively as opposed to drive-through restaurants. A minimum of one of the sit-down restaurants is required to include an outdoor patio that flanks a central courtyard amenity that is proposed in the center of the development.

Retail Uses:

The applicant proposes to utilize the final lot on the site for a multi-tenant retail building. The retail lot is situated on the northern portion of the property along US Highway 287 Bypass and adjacent directly adjacent to the central courtyard amenity. No specific tenants are identified at this time for the retail building. However, the retail site is designed to accommodate a range of tenants that include, but are not limited to, personal services, retail stores and shops, and small restaurants.

Access & Traffic:

The development is proposed to include two (2) direct connections to the US Highway 287 Bypass access roads. The proposed connections meet the minimum TxDOT spacing requirements for new driveways. The eastern most driveway is proposed to align with the existing service road and connector road intersection. The applicant has provided a Traffic Impact Analysis (TIA) with the PD Application, as required by the Development Agreement for the subject property. The TIA recommends the installation of a traffic signal at the intersection mentioned above and the applicant proposes to install the traffic signal accordingly. To facilitate cross connectivity between lots, the applicant proposes to execute mutual access easements throughout the subject property. Mutual access easements are also proposed to extend to the Navarro College properties to the south and west in order to facilitate future connectivity at the time these properties develop. The TIA will continue to be reviewed by the Public Works & Engineering Department with future Civil Construction Permits for the subject property.

Courtyard:

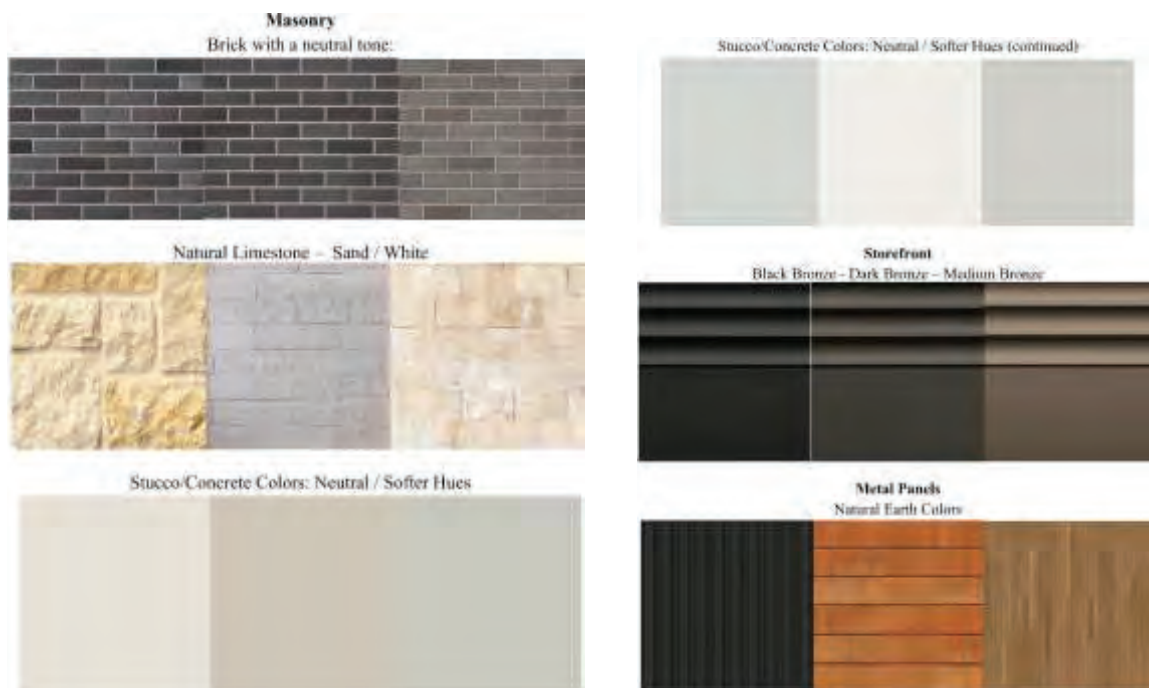
The applicant proposes to construct an amenitized courtyard near the center of the property between multi-tenant retail building and sit-down restaurant. The courtyard is in item included in the Development Agreement that was approved for the property in August of 2024. The area will be flanked by an outdoor patio for the sit-down restaurant and is intended to be a public gathering space for patrons of the development. Proposed amenities for the courtyard include specialty lighting, a shade structure, outdoor seating and tables, and high-end landscaping. Per the proposed Development Standards, the courtyard is required to be completed prior to the issuance of a CO for the first building on the property.

Landscaping:

The applicant has proposed specific landscaping requirements as part of the PD Development Standards for the property. The proposed standards result in an overall reduction in total plantings from that which would be required under the typical minimum landscape standards of the Waxahachie Zoning Ordinance. To offset the overall reduction in landscaping, the applicant has proposed to plant larger, 6" caliper, street trees along US Highway 287 Bypass as opposed to the typically required 4" caliper street trees. A detailed Landscape Plan is required to be submitted as part of the Site Plan Application for each individual lot within the subject property.

Elevation/Façade:

The applicant has proposed detailed exterior construction and building articulation requirements as part of the PD Development Standards. The proposed standards include varying requirements for the retail, restaurant, hotel, and medical office buildings within the development. Final Elevation/Façade Plans are not included with this PD, as end users have not yet been identified. However, each building is required to utilize exterior construction materials that are similar or complementary to the examples shown below, with exceptions for national or regional restaurant brands. As part of the PD Development standards, the applicant has also provided example renderings for the proposed medical office, hotel, and retail buildings. A final Elevation/Façade Plan is required to be submitted as part of the Site Plan Application for each individual building on the subject property.



Signage:

The applicant proposes to allow two (2) monument signs and one (1) pylon sign for the subject property with this PD application. Each of these signs are proposed to be located along US Highway 287 Bypass.

The monument signs are proposed to meet the standard height and size requirements of the Waxahachie Zoning Ordinance. The pylon sign is proposed to be a maximum of 50' in height and provide a total of 300 square feet of advertising space. The base of the pylon sign is proposed to utilize masonry material complimentary to that used for the retail buildings on the site. The design of the proposed pylon sign can be referenced further in Exhibit E below.

Detention & Utilities:

The applicant has designed the Concept Plan for the property to accommodate two (2) dedicated detention areas in the southeast corner of the site. Each detention area is proposed to be fenced by 4' ornamental metal fence.

As part of this development, the applicant is required to extend private water and sanitary sewer lines across the subject property. The applicant has submitted a Civil Construction Permit to account for these utility extensions. The Civil Construction Permit is currently under technical review by staff.

Photometric Plan:

The property is subject requirements of the Lighting and Glare Standards from Section 6.03 of the Waxahachie Zoning Ordinance. To verify compliance with these standards, the applicant shall be required to provide a Photometric Plan as part of the detailed Site Plan Application for each individual lot.

Phasing:

The applicant proposes to develop the infrastructure (water, wastewater, stormwater, shared drive-aisles) for the subject property in a single phase. Individual lots on the site are proposed to develop as determined by the market.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 9 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

Staff has received zero (0) letters of support and zero (0) letters of opposition for the PD request.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the PD request, subject to the conditions noted below.

Conditions:

1. A mutually agreed upon Development Agreement for the development shall be required to be filed within 30-days of City Council approval of ZDC-195-2024.
2. A retail/restaurant courtyard shall be completed prior to the first completed building. This shall include specialty lighting, shade structure, benches, tables and high-end landscaping as reasonably determined by the Director of Planning.
3. The applicant shall receive all necessary building permits from the Building & Community Services Department prior to construction.

ATTACHED EXHIBITS

1. Approved Development Agreement (8/9/24)
2. Location Map – Exhibit A
3. Planned Development Standards – Exhibit B
4. Concept Facades – Exhibit C
5. Concept Plan – Exhibit D
6. Pylon Sign Rendering – Exhibit E

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then the applicant will be notified to make corrections.
 - b. If all comments were satisfied, then the applicant shall provide five signed, hard-copy plats.

STAFF CONTACT INFORMATION

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MASTER DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into effective as of August 9, 2024 (the "Effective Date") between Central Southwest Texas Development, LLC, a Texas limited liability company ("Developer"), and the City of Waxahachie, Texas ("City"). Developer and the City are sometimes referred herein together as the "Parties" and individually as "Party."

RECITALS

- A. The City owns that certain approximately 13-acre tract more particularly described on Exhibit A attached hereto (the "Property.")
- B. The City no longer envisions using the Property for public use or facilities.
- C. Developer intends to develop the Property as a mixed-use retail-hotel-office-medical development (the "Project"), as generally described on Exhibit B, attached hereto and incorporated herein for all purposes.
- D. The City is willing to convey the Property to Developer in exchange for Developer developing the property as generally depicted in Exhibit B and the construction of onsite roadway improvements as required and approved by the City and any offsite roadway improvements as required and approved by the Texas Department of Transportation (TxDOT), including a traffic signal (the "Roadway Improvements").
- E. This Agreement clearly is in the best interests of the City and Developer and it is deemed mutually beneficial to each.
- F. Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development.
- G. The City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, including a payment by the Developer to the City in the sum of One Hundred Dollars (\$100), the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

ARTICLE I GLOBAL BASIC TERMS

- 1.1 Effective Date. This Agreement shall be effective as of the date first written above.
- 1.2 Chapter 245. Except as modified by this Agreement, the Project and the Property will be developed in accordance with all applicable local, state, and federal regulations, including

but not limited to the City's ordinances and the zoning regulations applicable to the Property in effect on the date hereof, subject to those exceptions contained in Chapter 245, Texas Local Government Code (the "Applicable Regulations"). If there is a conflict between this Agreement and the Applicable Regulations, this Agreement shall control.

ARTICLE II REPRESENTATIONS

2.1 Representations of the City. The City represents to Developer as follows:

- (A) Title. The City presently has and will be able to convey to Developer good and indefeasible title to the Property on the Closing Date.
- (B) Parties in Possession. On the Closing Date, there will not be any third party in possession of the Property and no third party will have a then-current right or any future right to occupy any portion of the Property.
- (C) Proceeding by Governmental Authority. There is no pending or, to the City's actual knowledge, threatened condemnation or similar proceeding or special assessment affecting the Property or any part thereof.
- (D) Litigation or Administrative Proceeding. To the City's actual knowledge, the City has received no service of process or other written notification of any litigation or administrative proceedings which would materially and adversely affect title to the Property or the ability of the City to perform any of its obligations hereunder.
- (E) Performance Will Not Result in Breach. Performance of this Agreement pursuant to the terms hereof will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which the City is a party or by which the City or the Property is bound, if the remedy for the breach of defaults would materially and adversely affect title to or the permitted use of the Property.
- (F) Execution. The execution and delivery of, the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. The person executing this Agreement on behalf of the City has the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the City enforceable in accordance with its terms.
- (G) No Third Party Agreements. To the City's actual knowledge, the City has not entered into any unrecorded agreements with neighboring property owners that will affect the Property.

2.2 Representations of Developer. Developer represents to the City as follows:

- (A) Authorization. Developer is duly organized and legally existing under the laws of the State of Texas. Developer is duly qualified to do business in the State of Texas.

- (B) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer is bound.
- (C) Execution. The execution and delivery by Developer of, and Developer's performance under, this Agreement are within Developer's powers and have been duly authorized by all requisite organizational action. The person executing this Agreement on behalf of Developer has the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Developer enforceable in accordance with its terms.

2.3 Covenants of the City. The City covenants to, and agrees with, Developer as follows:

- (A) Litigation. The City will notify Developer of any litigation or administrative proceeding, of which the City has actual knowledge, affecting the Property.
- (B) No Further Sales. The City will not voluntarily sell or otherwise transfer all or any portion of the Property to a party other than Developer, without the prior written consent of Developer which Developer may grant or deny in its sole and absolute discretion.
- (C) No Further Leases. Without the prior written consent of Developer (which Developer may grant or deny in its sole and absolute discretion), the City will not enter into a lease or otherwise grant a possessory interest to third parties concerning all or any portion of the Property.
- (D) Easements. The City will cooperate, at no expense to the City, with Developer to terminate or modify any City-held easements identified as requiring change as part of the title review under Article III. Without the prior written consent of Developer or unless requested by Developer, the City will not enter into an easement, restriction, or other agreement that will affect the Property after Closing.
- (E) Use of Site. The City will not use the Property to store any debris or other materials that would create impediments to the development of the Property in accordance with the terms of this Agreement.

2.4 Covenants of Developer.

- (A) Design of the Roadway Improvements. Within ninety (90) days after Closing (defined below), the City hereby agrees to provide the Developer with the design specifications (the "**City Design Specifications**") required in order for the Developer to commence the engineering design work necessary to construct the Roadway Improvements and related improvements (the "**Engineering Design Drawings**"). Within ninety (90) days after the Developer's receipt of the City Design Specifications the Developer shall complete the design of the Engineering Design Drawings and provide the same to the City and TxDOT. Once the Engineering Design Drawings are approved by the City (or deemed approved) the Developer shall apply for all necessary permits to construct the Roadway

Improvements in accordance with the approved Engineering Design Drawings. The City agrees to diligently process and approve any such permits. After all necessary permits are obtained, Developer shall commence construction of the Roadway Improvements within 180 days after receipt of the permits. Once the Roadway Improvements are complete, Developer shall dedicate offsite improvements to the City or TxDOT, whichever is appropriate based on the improvements and location.

- (B) No Work On Site. Developer may not perform any construction work, including grading, until after the Closing under this Agreement. The preceding sentence does not prohibit the investigations permitted under Section 3.2 because they are not construction work.

ARTICLE III AGREEMENT TO CONVEY

- 3.1 Agreement to Convey. The City agrees to sell the Property to Developer.
- 3.2 Inspections. Upon prior written request to the City and approval, Developer and representatives shall be permitted to go on the Property and conduct all necessary inspections, soil test, engineering tests, assessments and other studies desired by Developer, but may not conduct any invasive tests without City's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Developer is unsatisfied with any aspect of the Property for any reason, then Developer may terminate this Agreement by written notice to the City prior to the Closing Date.
- 3.3 Title Commitment and Survey. Within 20 days following the Effective Date, the Developer, at the Developer's sole expense, must cause the Title Company to furnish to Developer a current Commitment for Title Insurance (the "Commitment"), effective as of a date which is on or after the Effective Date of this Agreement, together with readily legible copies of all documents and plats, if any, which the Commitment specifies as exceptions on the Commitment (the "Title Documents"), and contain the terms upon which the Title Company agrees to issue to or for Developer a standard owner's policy of title insurance (the "Title Policy") insuring good and indefeasible fee simple title to the Property to be vested in Developer, subject to the terms of and exceptions specified in the Title Policy. Within 20 days following the Effective Date Developer at its sole cost and expense shall order a survey of the Property (the "Survey").
- (A) Title Review Period. Developer has a period (the "Title Review Period") ending 21 days after the date on which Developer receives the last to be received of the Survey Commitment and the Title Documents, in which to notify the City of any objections Developer has to any matters shown or referred to in the Commitment or on the Survey, (an "Objection" and collectively, the "Objections"). Developer has a continuing right to update the Commitment and Survey after the Title Review Period up until Closing and may give objections to any new exceptions that appear on an updated Commitment within 14 days after Developer receives the updated Commitment or survey (this time period is deemed included in the term "Title Review Period"). Any such objection is also an "Objection" under this Agreement. The City has no obligation to cure any Objection except

liens disclosed in the Commitment (or any subsequent commitment); items on Schedule C that are exclusively within the City's control; all other exceptions disclosed in the Commitment (or any subsequent commitment) which arise on or after the Effective Date of this Agreement and are not attributable to actions by Developer; and Objections that the City agrees in writing to cure at or prior to Closing (collectively, the "Mandatory Cure Items").

- (B) Objections to Status of Title. If Developer makes an Objection to any matters referred to in the Commitment or on the Survey other than the Permitted Encumbrances during a Title Review Period, the City has a period of 14 days (the "Cure Period") within which to notify Developer whether or not the City will cure the Objections (except Mandatory Cure Items, which the City must cure). If the City does not notify Developer in writing that the City will cure an Objection, then the City will be deemed to have advised Developer that it will *not* cure the Objection. Except for the Mandatory Cure Items, the City has no obligation to cure any Objection raised by Developer during any Title Review Period. If the City fails to cure any Objection (other than an objection to a Permitted Encumbrance) within the Cure Period, Developer may, on before the date which is 14 days following the expiration of the Cure Period (as its sole and exclusive remedies), either (x) terminate this Agreement in writing or (y) accept such title to the Property as the City can deliver and such objectionable matters will be deemed approved by Developer as Permitted Encumbrances and Developer may attempt to cure on its own, without involvement of the City, such objectionable matters.
- (C) Mandatory Cure Items. All Mandatory Cure Items must be satisfied, cured or removed by the City, at the City's sole cost and expense, at or prior to the Closing, as a condition precedent to Developer's obligation to purchase the Property.

- 3.4 Option Fee. Developer must pay the City \$100.00 (the "Option Fee") as non-refundable consideration for Developer's exclusive right to inspect the Property, and for the City's execution, delivery, and performance of this Agreement.

ARTICLE IV CLOSING

4.1 Closing and Closing Date.

- (A) "Closing" means the execution and delivery of all the documents and instruments necessary to complete the sale under Section 4.3 (the "Closing Documents"), and the Title Company releasing and recording in accordance with this Agreement and the City's instructions the Closing Documents. The Closing must be coordinated through Town Square Title - Waxahachie (the "Title Company") and may be in-person or remote.
- (B) "Closing Date" means the date that is 90 days after the Effective Date of this Agreement. The Closing Date may be extended by 30 days for a total of 120 days, by Developer, at no cost to Developer.
- (C) Developer's obligation to close is conditioned upon the following.

- (1) The Property shall be zoned by the developer with a planned development and development agreement that allows the construction and operation of the Project as generally described on the Concept Plan, attached hereto as Exhibit B, and as mutually agreed upon by the City and Developer.
- (2) All City representations and warranties are true in all material and respects, and there is no existing Event of Default by the City under this Agreement.

4.2 Closing Matters.

- (A) The City's Closing Obligations. At closing, the City shall provide the following:
 - (1) Special Warranty Deed ("Deed") executed by the City conveying to Developer good and indefeasible title in fee simple to the Property, subject only to the Permitted Encumbrances;
 - (2) Execute and deliver any and all other items contemplated by this Agreement or reasonably required by Developer's legal counsel, or the Title Company.
 - (3) Deliver possession of the Property to Developer's, subject only to the Permitted Encumbrances.
- (B) Developer Closing Obligations. As part of Closing, Developer must do the following:
 - (1) Deliver such evidence of the authority and capacity of Developer and its representatives as the City and City's legal counsel may reasonably require; and
 - (2) Execute and deliver such other documents as may be reasonably required by the Title Company.
 - (3) Pay for the Title Policy, pay for all of its investigations of the Property, pay for all recording fees (including the recording of the Deed), for all of the other costs and expenses of Closing.
- (C) Taxes and Assessments. Real estate taxes and assessments, if any, concerning the Property for the calendar year of closing, to the extent the City is obligated to pay such items, will be apportioned between the City and Developer at the Closing as of midnight of the day preceding the Closing Date.

**ARTICLE V
REPURCHASE OPTION**

- 5.1 General. The City hereby reserves the right and exclusive option to repurchase the Property (the "Repurchase Right") under the circumstances set forth below.
- 5.2 Repurchase Price. In the event of an exercise of the Repurchase Right, the price to repurchase the Property and all Improvements constructed to-date shall be equal to 75% of the sum of all engineering, material, and vertical construction costs incurred by Developer

to construct all improvements to the Project and the Roadway Improvements. Value of the land shall not be included or considered in the repurchase price.

- 5.3 Manner of Exercise. The Repurchase Right may be exercised by the City during the period set forth below upon written notice delivered to Developer which shall contain a statement by City of its election to exercise the Repurchase Right and shall designate a date of closing ("Notice of Exercise"). Where used herein, the term "Closing" shall mean the event and time at which the City delivers the Repurchase Price to Developer and at which Developer conveys the property to City with a deed in substantially the same form as the deed by which Developer received title from the City. The property must be free of liens prior to conveyance back to the City. The conveyance shall be "as is" with no representations, except that it must be lien free and any warranties, maintenance bonds, or other sureties shall be transferred to the City. The Closing Date so designated by the Seller shall be no more than ninety (90) days following the effective date of the Notice to Exercise.
- 5.4 Opportunity to Satisfy Requirements to Avoid Repurchase: Upon receipt of any Notice of Exercise, if Developer commences Construction within thirty (30) days, such Notice of Exercise shall be null and void.
- 5.5 Construction Commencement Repurchase Period. Subject to Permitted Delays approved by the City, if the Developer has not commenced pouring concrete footings or slabs for construction of 100,000 square feet of commercial buildings or at least four (4) pad sites ("Construction") on the Property on or before the date which is thirty-six (36) months after the Effective Date of this Agreement (the "Required Construction Commencement Date"), the City may elect to exercise its Repurchase Right pursuant to the terms of Section 5.3 above within five (5) years after the Required Construction Commencement Date.
- 5.6 Expiration of Time Periods. If the Repurchase Right is not exercised within the required time period, the Repurchase Right will terminate and be of no further force and effect. Upon termination of a Repurchase Right and receipt of a written request from the Developer, the City will promptly execute in recordable form a notice of termination of that Repurchase Right.

ARTICLE VI EVENTS OF DEFAULT AND REMEDIES

- 6.1 Each of the following shall constitute an Event of Default under this Agreement:
- a. Failure of Developer or the City to comply with or to perform any term, obligation, covenant, or condition contained in this Agreement.
 - b. Any warranty, representation, or statement made or furnished to a party that is false or misleading in any material respect, as of the time made or furnished is another party an Event of Default.
 - c. Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of

creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

- 6.2 If an Event of Default occurs under Section 6.1 of this Agreement, the non-defaulting party shall give written notice to the other party of an Event of Default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default; provided however, if such Event of Default cannot be reasonably cured within ninety (90) days, the defaulting Party should have such time as necessary to cure so long as the cure is diligently pursued. Should said Event of Default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to enforce specific performance as appropriate, or maintain a cause of action for damages caused by the Event(s) of Default.

ARTICLE VII MISCELLANEOUS PROVISIONS

- 7.1 Notices. Formal notices, demands and communications between the parties will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Developer: Central Southwest Texas Development, LLC.
1703 W. 5th Street, 8th Floor
Austin, TX 78703
Attention: Robert O'Farrell

with a copy to: Metcalfe Wolff Stuart & Williams
221 W. 6th Street
Suite 1300
Austin, Texas 78701
Attention: Steven Metcalfe

The City of Waxahachie: City of Waxahachie
ATTN: Michael Scott
401 S. Rogers

P.O. Box 757
Waxahachie, TX 75165

with a copy to:

Brown & Hofmeister, L.L.P.
ATTN: Terrence S. Welch
740 East Campbell Road
Suite 800
Richardson, TX 75081

Such written notices, demands, and communications will be effective when received or, if earlier, on the contracted-for delivery date or, in the case of certified mail, 2 days following deposit of such instrument in the United States Mail.

- 7.2 Limitation on Liability. No member, official or employee of the City is personally liable to Developer in the event of any default or breach by the City, or for any amount which may become due to Developer, or on any obligations under the terms of this Agreement. No officer, director, partner, member, official or employee of Developer or any Affiliate of Developer is personally liable to the City in the event of any default or breach by Developer, or for any amount which may become due to the City, or on any obligations under the terms of this Agreement.
- 7.3 Severability. If any term or provision of this Agreement or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such term or provision of this Agreement to other situations, remains in full force and effect unless amended or modified by mutual consent of the parties; provided that, if the invalidation, voiding or unenforceability would deprive either the City or Developer of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then the City and Developer must meet and confer and must make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to the City and Developer.
- 7.4 Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for both Developer and the City, and no presumption or rule that ambiguities are construed against the drafting party applies to the interpretation or enforcement of this Agreement.
- 7.5 Entire Agreement. This Agreement and all the documents, agreements, exhibits and schedules referenced herein constitute the entire understanding and agreement of the parties and supersede all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.
- 7.6 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement impairs any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party must be in writing and signed by a duly authorized representative of the party against

whom enforcement of a waiver is sought, and any such waiver cannot be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

- 7.7 Time Is of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.
- 7.8 Governing Laws. This Agreement must be construed and enforced in accordance with the laws of the State of Texas. This Agreement is performable in Ellis County, Texas.
- 7.9 Attorneys' Fees and Interest. Should any legal action be brought by either party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court. If any party hereto fails to pay any amount under this Agreement when it is due, that amount will bear interest from the date it is due until the date it is paid at the lesser of 18% per annum or the maximum rate of interest permitted under Applicable Laws.
- 7.10 No Third-Party Beneficiaries. The City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein may be construed as giving any other person or entity third party beneficiary status.
- 7.11 Counterparts and Facsimile Execution; Electronic Mail Transmission: This Agreement may be executed in any number of counterparts, each of which is an original and all of which constitute one and the same document. It is not necessary that the signature or acknowledgment of, or on behalf of, any of the parties to this Agreement appear on each counterpart. All counterparts collectively constitute one instrument. It is not necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of, or on behalf of the parties to this Agreement. Any signature or acknowledgment page to any counterpart may be detached from a counterpart and attached to another counterpart in order that all signatures and acknowledgments appear on one document, although such action is not necessary to make this Agreement enforceable. The parties intend that any facsimile or electronic copy of a signature to this Agreement or any execution through DocuSign or similar companies will have the effect of an original and it is not necessary to confirm facsimile execution or electronic mail delivery by delivery of the original that was transmitted by facsimile or electronic mail.
- 7.12 Time of Performance. All performance dates (including notice dates and cure dates) expire at 5:00 p.m. Central Standard Time, on the performance, notice, or cure date. A performance or cure date which falls on a Saturday, Sunday, or Official City Holiday will be deemed to have been extended to the next day that is not a Saturday, Sunday or Official City Holiday. The City of Waxahachie designates Official City Holidays each year.
- 7.13 Estoppel Certificates. Upon 30 days' prior written notice and not more than twice in any 12-month period, the City and Developer each agree to sign and deliver to the other party a statement certifying (a) that this Agreement is unmodified and in full force and effect (or, if that is not the case, so stating and setting forth any modifications), (b) that, to the responding party's knowledge, the requesting party is not in breach of this Agreement (or,

if that is not the case, so stating and setting forth any alleged breaches), and (c) any other information reasonably related to the status of this Agreement. This certificate may only be used by the parties specifically identified by name in the request (which cannot include any party to this Agreement) to estop the responding party from claiming that the facts are other than as set forth in the certificate, and may not be relied upon by any person or entity, even if named in such estoppel certificate, who knows or should know that the facts are other than as set forth in such certificate.

7.14 Successors and Assigns.

- (A) General. Except as provided in this Agreement, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City and Developer and where the terms "Developer" or "the City" are used in this Agreement, they mean and include their respective permitted successors and assigns.
- (B) Developer Assignment. Developer may not assign this Agreement without the City's prior written consent. The City shall not unreasonably withhold consent to assignment if the Developer can demonstrate that the assignee has the capacity, sophistication, and ability to assume rights and obligations described herein without modification or amendment. Developer must provide the City a copy of all of its assignment documents, together with proof that an assignee meets the requirements set forth above. This information includes, but is not limited to, the identity of the assignee, all nonproprietary and nonconfidential financial information and pertinent operational information about the assignee, and the terms of the assignment.
- (C) As used in this Agreement, "Affiliate" means any person or entity controlling, controlled by or under common control with any other person or entity. For purposes of this definition, the term "control" when used with any respect to any person or entity means the power to direct the management or policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by law, regulation, contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

7.15 The Parties agree and acknowledge that this Agreement must be filed with the Office of the Texas Comptroller, pursuant to Section 380.004 of the Texas Local Government Code, as amended.

7.16 Effects of Permitted Delay. If Developer or the City is delayed or prevented from performance of any of its respective non-monetary obligations under this Agreement by reason of any Permitted Delay, the time for performance of such obligation is automatically extended for the period of such delay, subject to the remainder of this paragraph. No party may use this provision to delay payment of money. "Permitted Delay" means Force Majeure or City-Caused Delay, or both.

- (A) "Force Majeure" means any event, such as pandemics, strikes, riots, war, governmental laws, regulations, or restrictions that are beyond the reasonable control of the affected party (other than (a) financial inability to perform unless

such event, act or cause results primarily from the occurrence of a force majeure event described above, or (b) acts of the party claiming the delay) and if such party has not otherwise committed an Event of Default hereunder which is continuing, the time for performance of such obligation. Any government-mandated closure of all or most business operations in the City of Waxahachie constitutes Force Majeure.

(B) “City-Caused Delay” constitutes a Permitted Delay for Developer and means any actual delay to the extent caused solely by the City and described below:

- (1) With respect to the City’s obligations outside of this Agreement and solely in its capacity as a governmental entity to timely approve a plat, site development permit, or issue any other permits or approvals or inaction.
- (2) With respect to the City’s obligations in this Agreement by its unreasonable delay in such action or inaction, or
- (3) In the City’s capacity as a landowner (such as design approval and financial approvals), by its failure to meet the specific time frames for action set forth in this Agreement.

(C) Pre-Conditions to Claiming Permitted Delay. The party claiming a Permitted Delay will not be entitled to do so unless that party complies with the following requirements:

- (1) The claiming party gives prompt written notice of such occurrence to the other party, with “prompt” meaning no less than business 10 days; and
- (2) The claiming party diligently attempts to remove, resolve, or otherwise eliminate such the delaying effects of the Permitted Delay, keeps the other party advised with respect to its efforts and the results of its efforts, and commences performance of its affected obligations under this Agreement immediately upon such removal, resolution, or elimination.

7.17 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, the City and Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or at such other time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby. Further, nothing in this Agreement shall prohibit the City Manager or designee from authorizing minor variations to provisions of this Agreement, any site plan contemplated by this Agreement or other minimal variations of standards or timelines deemed necessary to meet the objectives of the Parties and in harmony with the general purpose and intent of this Agreement.

7.18 Consents and Approvals. Unless expressly stated otherwise herein to the contrary, any approval, agreement, determination, consent, waiver, estoppel certificate, estimate or joinder by the City required hereunder may be given by the City Manager of the City or its designee. However, the City Manager does not have the authority to execute any

substantial modification or amendment of this Agreement that conflicts with the Council-approved Term Sheet without approval of the Waxahachie City Council.

- 7.19 Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of the City and Developer, errors are made in this Agreement in the legal descriptions or the references thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits or any other similar matters, the parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.
- 7.20 Interstate Land Sales Full Disclosure. The City and Developer acknowledge and agree that the sale of each portion of the Property in accordance with this Agreement will be exempt from the provisions of the Interstate Land Sales Full Disclosure Act in accordance with the exemption applicable to the sale or lease of property to any person or entity who acquires such property for the purpose of engaging in the business of constructing residential, commercial or industrial buildings or for the purpose of resale of such property to person or entity engaged in such business.
- 7.21 References and Titles. All references in this Agreement to exhibits, articles, paragraph, subparagraph, sections, subsections and other subdivisions refer to the exhibits, articles, paragraphs, subparagraphs, sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any subdivisions are for convenience only and do not constitute any part of such subdivisions and are disregarded in construing the language contained in such subdivisions. The words "this Agreement", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The phrases "this paragraph" and "this subparagraph" and similar phrases refer only to the paragraphs or subparagraphs hereof in which such phrases occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation." Pronouns in masculine, feminine and neuter genders must be construed to include any other gender, and words in the singular form must be construed to include the plural and vice versa, unless the context clearly otherwise requires. References to any constitutional, statutory, or regulatory provision means such provision as it exists on the Effective Date and any future amendments thereto or successor provisions thereof.
- 7.22 Disclosure of Interested Parties. Developer hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.
- 7.23 Verifications of Statutory Representations and Covenants. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not

be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- (A) **Not a Sanctioned Company.** The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (B) **No Boycott of Israel.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (C) **No Discrimination Against Firearm Entities.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
- (D) **No Boycott of Energy Companies.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

7.24 **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes, provided, however, it is hereby acknowledged that they are conceptual in nature, intended to provide the look and feel for those improvements depicted. Exact locations of improvements and uses of the Property will be determined in connection with site plan approval:

Exhibit A The Property
Exhibit B Concept Plan


[END OF TEXT-SIGNATURES ON FOLLOWING PAGE]

Items 15 & 16

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CITY:

THE CITY OF WAXAHACHIE, a Texas home rule city and municipal corporation

By: 
Name: Michael Scott
Title: CITY MANAGER

Items 15 & 16

DEVELOPER:

Central Southwest Texas Development, LLC

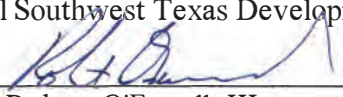
By: 
Name: Robert O'Farrell, III
Title: Manager

EXHIBIT “A”

(the “Property”)

[See attached.]

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION OF LAND

BEING all that certain lot, tract, or parcel of land being known and designated as a part of LOT 1, BLOCK A, of the SPIROLITE ADDITION to the City of Waxahachie, Texas, according to the plat thereof recorded in Cabinet B, Slides 623 & 624 of the Plat Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" capped steel rod found for the east corner of the aforesaid Lot 1 and being the same for this tract, said point also being in the intersection of the southwest right-of-way line of U. S. Highway 287 (variable width right-of-way) with the northwest right-of-way line of the M K & T Railroad (100' width);

THENCE S 17°15'29" W, 918.22 feet (Deed - Record bearing basis) along the southeast line of the aforesaid Lot 1 and the northwest line of said M K & T Railroad to a 1/2" steel rod set for the south corner of this tract and being in the beginning of a non-tangent curve oriented counter clockwise and whose radius point bears S 75°18'17" W;

THENCE into the said Lot 1 and the west, southwest, and northwest line of this tract as follows: 71.06 feet along the arc of said curve (Central Angle = 07°34'16" ; Radius = 537.80 feet; Long Chord = N 06°57'13" W, 71.01 feet) to a 1/2" steel rod set for corner; N 10°59'58" W, 60.08 feet to a 1/2" steel rod set in the beginning of a non-tangent curve oriented clockwise and whose radius point bears N 78°50'34" E; 205.42 along the arc of said curve (Central Angle = 28°25'46" ; Radius = 414.00 feet; Long Chord = N 03°03'26" E, 203.32 feet) to a 1/2" steel rod set for corner; and N 17°16'19" E, 38.86 feet to a 1/2" steel rod set for an interior corner of this tract; N 69°17'00" W, 884.25 feet to a "+" mark in concrete set for the west corner of this tract; and N 20°28'30" E, 560.00 feet to a 1/2" steel rod set in the northeast line of the aforesaid Lot 1, Block A, and in the southwest line of said U.S. Highway 287 for the north corner of this tract;

THENCE along said north line of the aforesaid Lot 1 and the south line of U.S. Highway 287, S 69°04'26" E, 752.91 feet (Deed - S 69°04'31" E) to an "x" cut in concrete for corner and S 72°49'10" E, 207.28 feet (Deed - S 72°47'31" E) to the POINT OF BEGINNING, and containing approximately 13.116 acres of land.

Items 15 & 16

EXHIBIT "B"

CONCEPT PLAN

[See attached.]

EXHIBIT B



LOCATION MAP - EXHIBIT A

Items 15 & 16



PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to create a development that allows commercial uses, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District as described on **Exhibit A** (the “Property”) shall adhere to the rules and regulations set forth in the Code of Ordinances and the Commercial District (C), except as otherwise provided in this ordinance. The buildings, driveways, parking areas, fencing, and other common areas shall be consistent with those shown on **Exhibit B** (the “Concept Plan”).

The Concept Plan is the general layout of what is intended to be constructed on the Property. It is conceptual in nature and is not a final site plan. The final site plans shall be generally in accordance with Exhibit B; however, building sites, shapes and locations, as well as parking areas, driveways, landscaping, etc. may be adjusted.

Allowed Uses: All permitted uses in the Commercial District (C), including those typically requiring a SUP (such as clinics—dental, medical, or chiropractic—medical facilities, and taverns), shall not require a SUP and are allowed on the Property except for the following prohibited uses:

- Adult Daycare Facility
- Bed and Breakfast Inn
- Cemetery or Mausoleum
- Community Home
- Crematorium
- Dormitory
- Institution for Alcoholic, Narcotic, or Psychiatric Patients
- Juvenile Detention Center
- Rehabilitation Care Facility or Halfway House
- Airport
- Alternative Financial Services
- Animal Pound
- Auto Leasing or Rental
- Auto Parking Lot, Commercial
- Auto Parking Lot, Trucks and Trailers
- Auto Repair, Major
- Auto Repair, Minor or Automotive Care Center
- Auto Sales, Used

- Bail Bond Agency
- Building Materials and Hardware Sales, Outdoor
- Bus Station or Terminal
- Cabinet or Upholstery Shop
- Car Wash
- Country Club, Private
- Drive-Through Establishment
- Dry Cleaning Establishment, On-Site
- Funeral Home or Mortuary
- Gasoline Sales
- Golf Course
- Hauling, Storage, or Motor Freight Terminal
- Heavy Machinery and Equipment, Rental, Sales or Storage
- Landscape Sales and Installation
- Laundromat
- Metal Recycling Center
- Outside Storage
- Pawn Shop
- Portable Building Sales
- Railroad Freight Depot
- RV Sales
- Specialty Paraphernalia
- Stables, Public
- Tattoo or Body Piercing Shop
- Tire Installation or Repair
- Tool and Equipment Rental
- Truck Stop
- Zoo, Public
- Electrical Generating Plant
- Food Manufacturing or Processing Plant
- Storage Warehouse
- Searchlights
- Dry Cleaning Establishment, Off-Site, except for dry cleaners with retail drop-off and pick up only.
- Animal Hospitals or Kennel, Outdoor Pens.
- Auto Parts and Accessory Sales
- Massage Parlor
- Mini-Warehouse or Self-Storage Facility
- Light Manufacturing

Development Regulations

1. The Property is subject to existing Master Development Agreement dated August 9, 2024 by and between the City of Waxahachie and CSW Waxahachie, LP (“MDA”) including those provisions regarding design and construction of Navarro College Road.
2. A Detailed Site Plan Application per Section 7.01 shall be administratively reviewed and approved in accordance with the Concept Plan. The land uses within the Concept Plan shall generally conform to the Concept Plan as shown on the attached **Exhibit B** incorporated herein by reference.
3. Building and area regulations for all structures are the same standards as set forth in table under Section 3.18 – Commercial (C) unless noted below:

Height Regulations:

Maximum Height: 4 story (60 feet maximum)

Area Regulations:

The setbacks shall only apply to boundary lot lines and not internal lot lines.

4. Exterior Construction and Building Articulation Requirements. This PD shall meet the exterior construction requirements from Section 5.01 of the zoning ordinance with the following exceptions:
 - a. Section 5.01 (b)(iv)(1)(a) - Metal exterior construction is not allowed unless when the area is not facing or visible from an existing or planned public right-of-way, as identified on the City's Thoroughfare Plan or plat records.
 - b. The Medical Office Buildings (MOBs) will be consistent with Baylor Scott & White and Touchstone Imaging's standard prototype, as shown in the attached **Exhibit C**, and with respect to those two users, i, ii, iii, below shall apply.
 - i. The MOBs are not required to comply with horizontal or vertical articulation requirements in Section 5.01(b)(iv)(6).
 - ii. The MOBs are exempt from window and glazing requirements pursuant to Section 5.01(b)(iv)(7)(b)(v) on the rear façade of each building.
 - iii. The front of the MOBs shall be designated as the side of the building containing the main entrance.
 - c. The Restaurants and Hotels will be similar to the conceptual building facades that are attached as **Exhibit C**. The actual elevations will be consistent with the look and feel of the attached pictures except for any national or regional restaurants brands. The architectural style and design shall be governed by the national branding for such users. Hotels shall incorporate the materials and colors outlined below, at a minimum on the first floor.
 - d. The Multi-Tenant Retail will consist of materials and colors outlined below that have been thoughtfully chosen to promote architectural harmony and visual cohesion across all buildings within the project. A focus on softer hues and neutral tones helps establish a timeless, elegant aesthetic. These guidelines are intended to provide a consistent design framework for future development while allowing

for flexibility to incorporate prototypical retail colors and branding elements where appropriate. This balance ensures both uniformity and creative expression, supporting a cohesive yet dynamic visual identity for the entire project.

- e. Minor adjustments to the design standards in this Section 4 can be approved administratively by the Director of Planning.
- f. For all buildings, the parapet shall not be included in calculations for window or glazing requirements.

Masonry

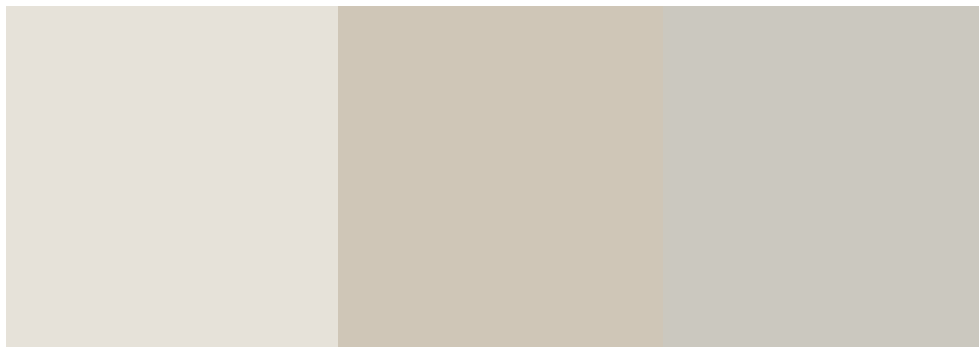
Brick with a neutral tone:



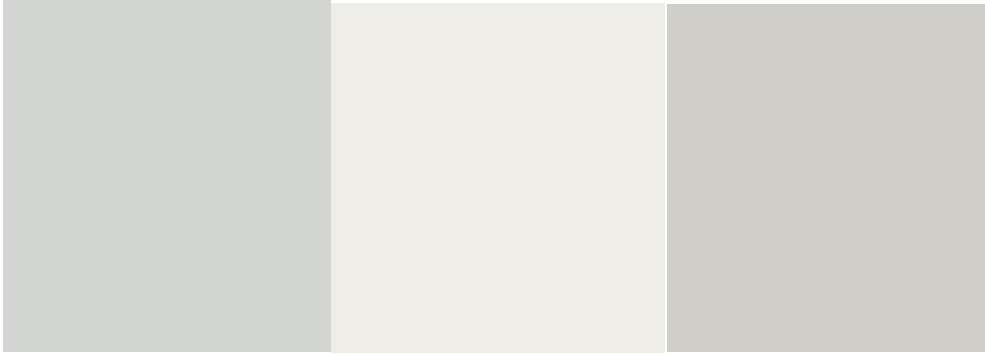
Natural Limestone – Sand / White



Stucco/Concrete Colors: Neutral / Softer Hues



Stucco/Concrete Colors: Neutral / Softer Hues (continued)



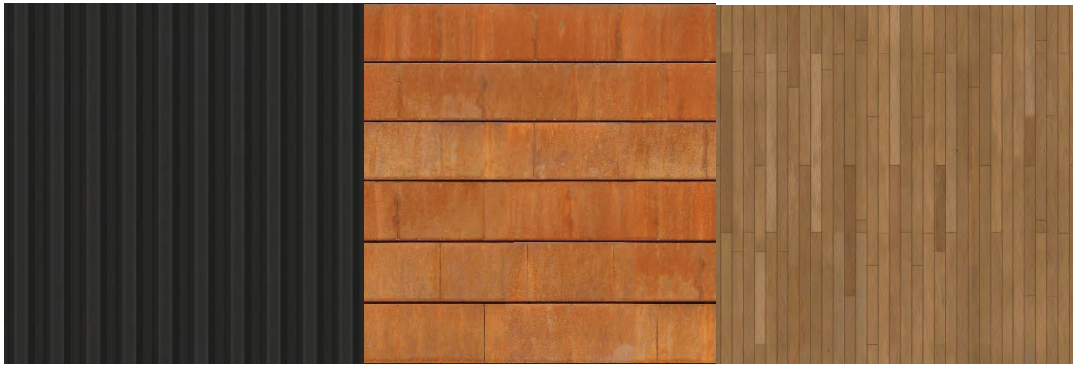
Storefront

Black Bronze - Dark Bronze – Medium Bronze



Metal Panels

Natural Earth Colors



Main Facade at Pedestrian/Office Entrance: (Exterior building sides which face a public street and is utilized as the primary pedestrian entrance)

Main Facade at Pedestrian/Office Elements: Two (2) masonry materials which comprise 100% of the vertical surface area of the main facade. Masonry accent material is defined as either brick, stone, cast stone, cultured stone, tilt wall concrete or Portland cement (stucco). Metal panel or engineered wood may substitute for masonry on a maximum of 25% of each facade.

Alternate design description for single story building:

Design Under Building Massing and Design

- a. All buildings within the Commercial district are encouraged to be simple and contemporary in their form and architectural detailing, emphasizing controlled massing, scale, proportion, and their potential to shape and define the sidewalk space and street along the building frontage.
 - b. Architectural variation in massing and in surface treatments should be designed to relieve the long facades facing streetscapes and parking lots.
 - c. All sides of buildings should be designed with articulated facades of the same quality and materiality. Design building massing that is diverse, architecturally engaging, and harmoniously integrated with the landscape
5. Fencing, Walls, and Screening Requirements. This PD shall meet the fencing requirements from Section 5.03 of the zoning ordinance with the following exceptions:
 - a. Section 5.03 (d) - A 4-foot tall ornamental metal fence shall be allowed around the detention pond.
 - b. Section 5.03 (d) – An ornamental metal fence shall be allowed around the pool.
 - c. Section 5.03 (f)(ix) - Refuse storage areas, not within a screened rear service area, which are visible from a public right-of-way, for all nonresidential, multifamily and manufactured home park uses shall be visually screened by a six (6) foot masonry wall on all sides except the side used for garbage pickup service, such side shall provide a gate, see Article IX for gate design. This wall shall be required to be screened by evergreen shrubs.
6. Landscape Requirements. This PD shall meet the landscaping requirements from Section 5.04 of the zoning ordinance with the following exceptions:
 - a. Section 5.04 (e)(iii)(2) - The required landscape area shall be 30% of the floor area.
 - b. Section 5.04 (e)(iv)(1) - Ground Cover shall be 10% of required area
 - c. Section 5.04 (f)(iv) - All off-street parking areas must supply at least 9.75 square feet of parking lot landscaping per parking space.
 - d. Section 5.04 (f)(vi) - Two (2), four (4) inch caliper trees and ten (10) shrubs must be planted for each six hundred fifty (650) square feet of required parking lot landscape area, or portion thereof.
 - e. Section 5.04 (g)(i)(1) - For all nonresidential and multifamily parcels with less than two hundred fifty (250) feet of frontage adjacent to a dedicated public right-of-way, at least ten (10) percent of the street yard shall be permanent landscape area.
 - f. Section 5.04 (g)(i)(2) - Nonresidential and multifamily parcels having two hundred fifty (250) feet or more of frontage shall have at least fifteen (15) percent of the street yard in permanent landscape area.
 - g. Section 5.04 (g)(ii)(4) - Within the landscape buffer 4” caliper trees shall be provided and spaced at one tree per fifty (50) feet adjacency to the roadway.
 - h. Section 5.04 (g)(vi)(3) - All trees shall be a minimum of six (6) caliper inches measured at DBH above finished grade immediately after planting.
 - i. Section 5.04 (g)(vi)(4) Street trees must be planted at the average rate of one (1) tree for every fifty (50) feet of street frontage.

- j. Utilities may be installed within the landscape buffer, provided that a minimum separation distance of eight (8) feet is maintained between the utility infrastructure and any landscaping elements.
 - k. Subject to the reasonable approval of the Planning Director or his/her designee, landscape buffers, parking landscaping, open spaces and detention ponds shall be included in the required landscape area calculations.
 - l. A retail/restaurant courtyard shall be completed prior to the first completed building, this shall include specialty lighting, shade structure, benches, tables, and high-end landscaping as reasonably determined by the Director of Planning.
 - m. Street trees and buffer planting will be credited against on-site landscaping requirements at the reasonable discretion of the Planning Director or his/her designee.
 - n. Section 5.04 (i)(iii)(2) - Minimum plant size when planted shall be as follows:
 - i. Canopy Tree: 50% 2" caliper, 50% 4" caliper measured 6" above grade
 - ii. Multi-Trunk: 6 feet (height)
7. Sign Regulations. This PD shall meet the sign requirements from Section 5.08 of the zoning ordinance with the following exceptions:
- a. Section 5.08 (d)(ii)(13) – Monument Signs:
Multiple Tenants - Maximum Size Area: 144 square feet each side. Maximum Height: 14 feet measured from grade.
 - b. Section 5.08 (d)(ii)(15) - Pole Sign and Pylon Sign:
 - i. Setbacks: All signs greater than fifty (50) feet in height shall be set back a minimum distance of twenty-seven (27) feet.
 - ii. Maximum Size Area: 300 square feet each side for up to fifty (50) feet tall. Signs between fifty-one (51) and seventy-five (75) feet may be 300 square feet each side.
8. Hotel Standards. This PD shall meet the hotel standards from Section 5.11 of the zoning ordinance with the following exceptions:
- a. Section 5.11 (a)(iii) - Must provide either a restaurant, or a coffee shop or food shop that can be self-served during daylight hours.
 - b. Section 5.11 (a)(iv) - If a restaurant is not provided, in addition to the coffee or food shop, a breakfast area that opens to a seating area of no less than five hundred (500) square feet must be provided.
 - c. Section 5.11 (a)(v) - Must provide a boardroom, meeting room, or hospitality room of no less than four hundred (400) square feet.
 - d. Section 5.11 (a)(vi) - Must provide a swimming pool, interior or exterior, of no less than six hundred (600) square feet of water surface area.
9. Stormwater detention shall be required to account for the difference between the pre-development conditions and any new impervious cover introduced by the proposed development.
10. Not all lots are required to have direct frontage on a public road, provided that alternative

access, such as via easements or private roads, is adequately established in accordance with applicable regulations.

11. A set of restrictive covenants applicable to the entire development will ensure the maintenance of landscaping, commonly owned facilities, and open spaces. These restrictions will be recorded to guarantee that aesthetic and functional standards are maintained by all owners, with enforcement mechanisms managed by the Developer and subsequent owners. The restrictive covenants will be provided prior to Plat approval.
12. An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.
13. The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.
14. A sidewalk is not required along the HWY 287 frontage.
15. An Escrow Agreement may be negotiated with the City at the time of platting to allow the Plat to be recorded prior to the installation of required public utility improvements. The Escrow Agreement shall secure the Developer's obligation to complete the required utility installation and shall include provisions permitting the Developer to draw upon the escrowed funds, subject to terms acceptable to the City, as the improvements are installed.
16. The subject Property shall perform a Traffic Impact Analysis (TIA) as required by the City of Waxahachie and the Texas Department of Transportation (TxDOT). Improvements identified by the TIA which have been agreed upon to be constructed by the Developer shall satisfy any and all traffic/transportation mitigation requirements for both the City of Waxahachie and TxDOT. The construction cost and associated design and permitting costs for improvements constructed by the Property shall be credited toward the Roadway Impact Fee associated with the Project.

PASSED, APPROVED, AND ADOPTED on this **Xth** day of **X**, 2024.

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

FOR A 13.118 ACRE TRACT OF LAND SITUATED IN THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 844 AND THE JOHN B. BOUNDS SURVEY, ABSTRACT NO. 99, ELLIS COUNTY, TEXAS AND BEING ALL OF LOT 1R, BLOCK A, FINAL PLAT LOT 1R IN BLOCK A SPIROLITE ADDITION, A SUBDIVISION RECORDED IN CABINET H, SLIDE 365 OF THE PLAT RECORDS OF ELLIS COUNTY, TEXAS. SAID 13.118 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the northwest corner of said Lot 1R, Block A and the most northerly northeast corner of the remnant portion of Lot 1, Block A, Final Plat Spirolite Addition, a subdivision recorded in Cabinet B, Slide 623 of the Plat Records of Ellis County, Texas same being on the south right-of-way line of U.S. Highway 287 Bypass (variable width right-of-way), for the northwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "WEICSER-ENG HOUSTON" monumenting an angle point on the north boundary line of said Lot 1, Block A and said south right-of-way line of U.S. Highway 287 Bypass, bears N 69°51'54" W for a distance of 249.27 feet;

THENCE, with the north boundary line of said Lot 1R, Block A and said south right-of-way line of U.S. Highway 287 Bypass, the following two (2) courses and distances:

1. **S 69°51'54" E** for a distance of **752.92 feet** to an "X" scribe mark found in concrete;
2. **S 73°38'02" E** for a distance of **207.21 feet** to a 1/2" iron rod found monumenting the northeast corner of said Lot 1R, Block A, same being on the west right-of-way line of the M.T.K. Railroad (100' right-of-way width), from which a 1/2" iron rod found monumenting the intersection of said south right-of-way line of U.S. Highway 287 Bypass and the east right-of-way line of said M.T.K. Railroad, bears S 73°26'22" E for a distance of 99.98 feet;


THENCE, **S 16°27'47" W** with the east boundary line of said Lot 1R, Block A and said west right-of-way line of the M.T.K. Railroad for a distance of **918.40 feet** to an iron rod found with cap marked "RPLS 4466" monumenting the southeast corner of said Lot 1R, Block A and an angle point in the east boundary line of said remnant portion of Lot 1, Block A, for the southeast corner hereof;

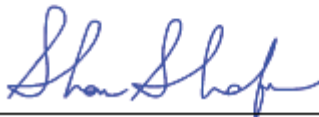
THENCE, with the south boundary line of said Lot 1R, Block A common with said remnant portion of Lot 1, Block A, the following five (5) courses and distances:

1. With a curve to the left an arc length of **71.09 feet**, said curve having a radius of **537.80 feet**, a delta angle of **7°34'24"** and a chord which bears **N 07°44'43" W** for a distance of **71.04 feet** to a calculated point on the end of this curve;
2. **N 11°47'28" W** for a distance of **60.10 feet** to an iron rod found with cap marked "RPLS 4466" monumenting the beginning of a curve to the right;
3. With said curve to the right an arc length of **205.50 feet**, said curve having a radius of **414.00 feet**, a delta angle of **28°26'23"** and a chord which bears **N 02°15'56" E** for a distance of **203.39 feet** to an iron rod found with cap marked "RPLS 4466" on the end of this curve;
4. **N 16°24'41" E** for a distance of **38.72 feet** to an iron rod found with cap marked "RPLS 4466" monumenting an interior ell corner of said Lot 1R, Block A and an exterior ell corner of said remnant portion of Lot 1, Block A;
5. **N 70°03'59" W** for a distance of **884.23 feet** to a PK Nail set in concrete on the southwest corner of said Lot 1R, Block A, same being an interior ell corner of said remnant portion of Lot 1, Block A, for the southwest corner hereof;

THENCE, **N 19°41'33" E** with the west boundary line of said Lot 1R, Block A common with said remnant portion of Lot 1, Block A for a distance of **560.00 feet** to the **POINT OF BEGINNING** hereof and containing 13.118 acres of land more or less.

Bearing Basis: NAD-83, Texas North Central Zone (4202) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00009.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



September 27, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WAELTZ & PRETE\HWY 287 1601 WAXAHACHIE 2024-1079-27-2024_US 287 1601 WAXAHACHIE M&B.doc

Exhibit C

Examples of Acceptable Building Facades for Multi-Tenant Retail



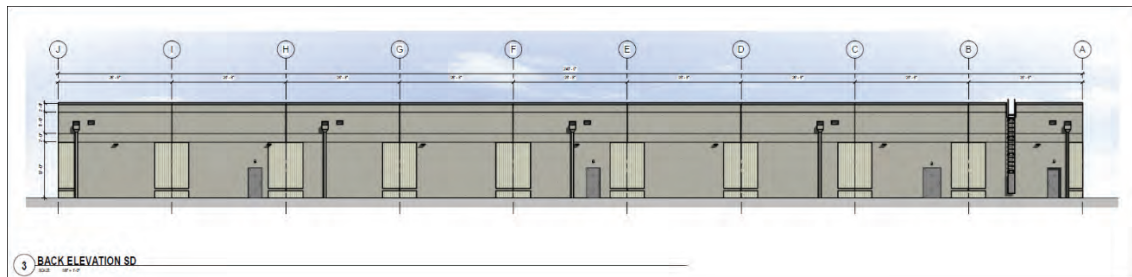


Examples of Acceptable Building Facades for Hotels



CONCEPT FACADES - EXHIBIT C

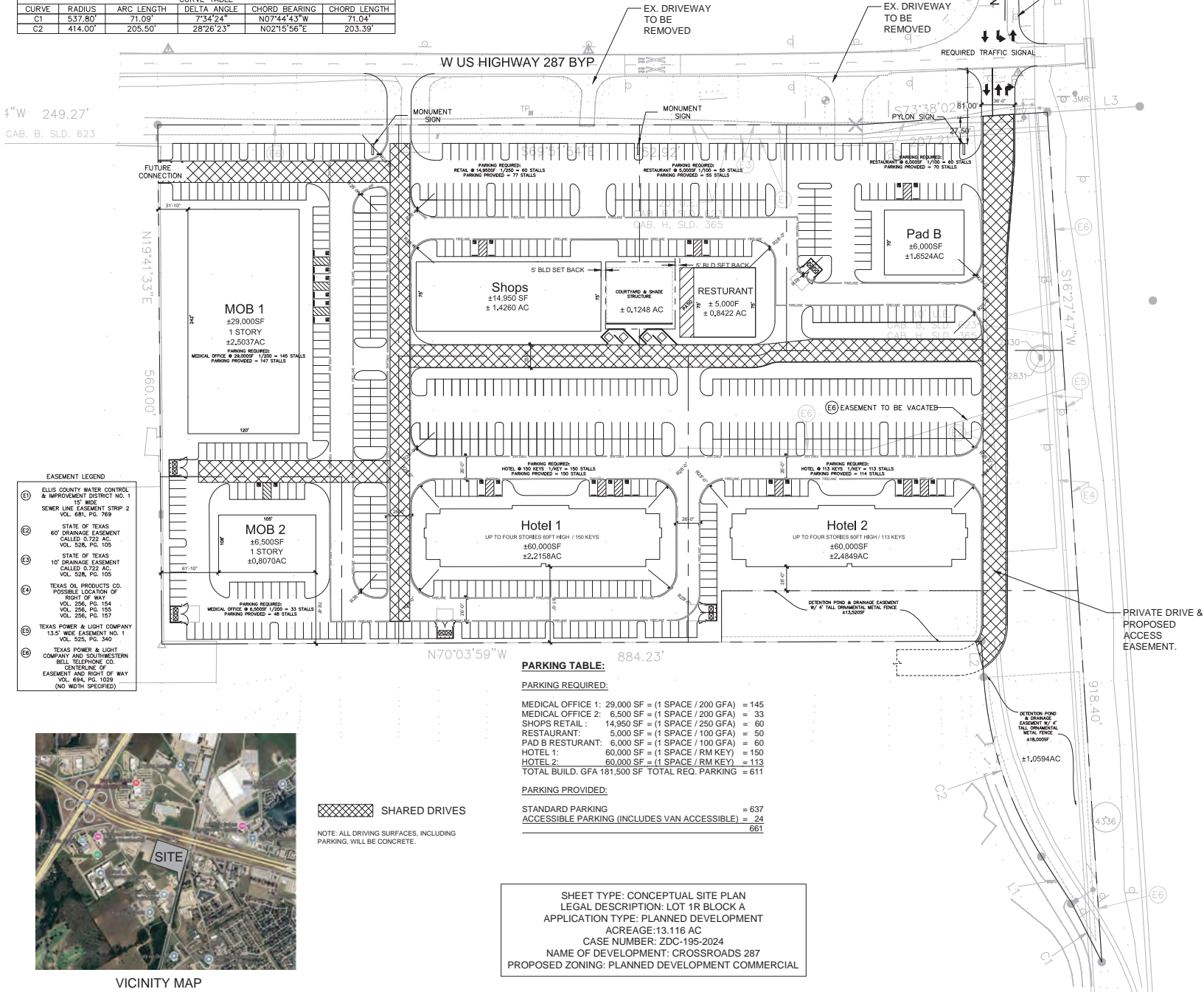
Example of Acceptable Building Facades for MOB



CONCEPT PLAN - EXHIBIT D

LINE	BEARING	DISTANCE
L1	N11°47'28"W	60.10'
L2	N16°24'41"E	38.72'
L3	S73°26'22"E	99.98'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	537.80'	71.09'	7°34'24"	N07°44'43"W	71.04'
C2	414.00'	205.50'	28°26'23"	N02°15'56"E	203.39'



CUASO DESIGN STUDIO
ARCHITECTURE • PLANNING • INTERIOR DESIGN • GRAPHICS
1601 E. Cesar Chavez, Suite 101, Austin, Texas 78702

CSW DEVELOPMENT

 CSW
Construction Software

1703 W 5TH Suite 850
Austin, TX 78700

[illegible]CROSSROADS 287
WAXAHACHIE, TX

CONCEPT SITE PLAN

Project Number	22-042
Date	11/15/2024
Drawn By	CC
Checked By	CC

A050

Scale 1" = 40'

CROSSROADS 287

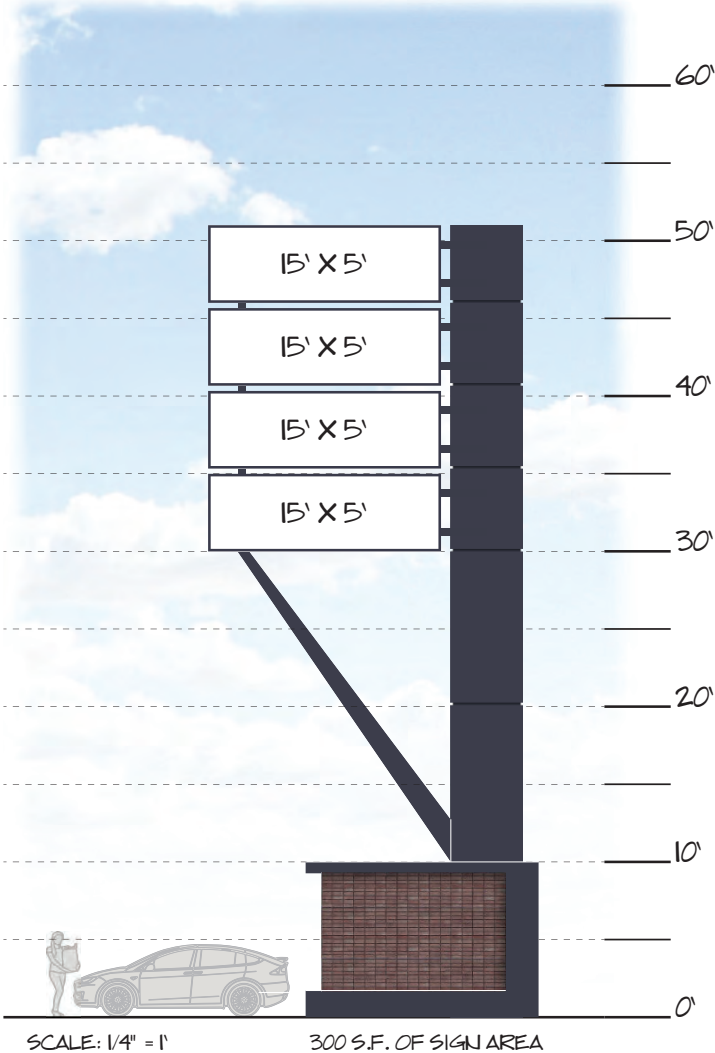
WAXAHACHIE, TX

PYLON SIGN CONCEPTS

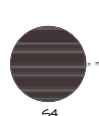
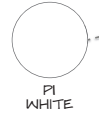


PYLON SIGN RENDERING - EXHIBIT E

Items 15 & 16



COLORS AND FINISHES TO DRAW FROM ARCHITECTURAL ELEMENTS USED THROUGHOUT THE DEVELOPMENT



JOB # 1861

MOONTOWER

SIGNAGE & BRANDING

7950 ANDERSON SQUARE, SUITE 110
AUSTIN, TX 78753
HELLO@MOONTOWERSIGNALS.COM
512.766.1318
WWW.MOONTOWERSIGNALS.COM

CROSSROADS 287
HWY 287 @
MCNAUGHTON ST.
WAXAHACHIE, TX

DATE
MAR 3, 2025

SALES REP
JOE ANDERSON

DRAWING ID
#1861 - PG. 2

CLIENT APPROVAL

X

D

LANDLORD APPROVAL

X

D

MEMBER OF

TEXAS SIGN ASSOCIATION
SINCE 1915

UL INSTALLATION REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.