

## Term Sheet – Development Agreement for McKinney Lakes

- Parties: One Longhorn Corporation (“OLC”),  
North Texas Natural Select Materials (“NTNSM”) and their assigns (collectively, the “Developer”)  
  
City of McKinney (“City”)
- The “Property” +/- 141.054-acres owned by Developer as shown in Exhibit A and which is mostly located in the City of McKinney’s extraterritorial jurisdiction (“ETJ”) limits (the “Property”).
- Terms:
1. Developer intends to develop the Property as an industrial or mixed-use development consisting of up to 900 multi-family residential dwelling units and a minimum of 25-acres of light industrial uses to include distribution (the “Development”) as depicted on the bubble plan (the “Plan”) in Exhibit B. Developer shall be permitted to develop the entirety of the Property for light industrial uses, as market conditions dictate, thereby foregoing its rights to construct multi-family uses. No multi-family residential uses will be allowed within any area of the property zoned or used for non-residential purposes. Additionally, the property shall conform to the attached supplemental development regulations, attached hereto as Exhibit C.
  2. Developer will voluntarily annex and zone the Property as “PD” – Planned Development District in accordance with Term number 1 above by no later than November 4, 2025, subject to a development agreement including certain land use rights which must be executed by all parties by no later than September 2, 2025. Such development agreement shall comply with the requirements of Chapters 43 and Chapter 212 Texas Local Government Code.
  3. The foundation for the proposed development is the land uses as shown on the bubble plan, attached hereto as Exhibit B. Developer may adjust the land uses and development improvements as needed during detailed site design subject to the agreed-upon unit cap counts on multi-family units and square footages of all other land uses. The parties acknowledge and agree that the bubble plan is for conceptual purposes only and does not constitute

*This term sheet is not intended to be binding upon either party and is for negotiation purposes only.*

approvals for zoning or development. It is further acknowledged and agreed that additional studies will be necessary to inform the required transportation, water and wastewater improvements needed to serve the development.

4. Upon annexation, Developer shall have the ability to access the City of McKinney water and wastewater infrastructure system(s) in order to provide necessary utilities to the Development. Unless otherwise agreed to herein, Developer shall be responsible for the design, installation, and construction of all improvements necessary to serve the Property. Developer intends to construct and/or make financial contributions to certain on-site and off-site public improvements (the "Improvements") to serve the Development and shall be eligible for impact fee credits for the construction of eligible facilities pursuant to the impact fee ordinance then in effect.

5. Developer shall use commercially reasonably good faith efforts to secure offsite water and wastewater easements. If Developer is unable to secure such easements through voluntary sales, the City of McKinney shall secure same through its power of eminent domain at Developer's expense.

6. Parkland dedication requirements shall be satisfied by Developer paying fee in lieu of dedication at the rate of 1-acre per 37-units. Parkland development fees in the amount of \$1,600 per unit may be satisfied through on-site amenities to be agreed upon by the Parties in the Development Agreement.

7. Developer shall not waive any rights under the State of Texas or United States constitutions other than those related expressly to exactions described in the development agreement and immunities related thereto.

Assignability:

Freely assignable by Developer upon written notice to City

Agreed and Accepted:

*This term sheet is not intended to be binding upon either party and is for negotiation purposes only.*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

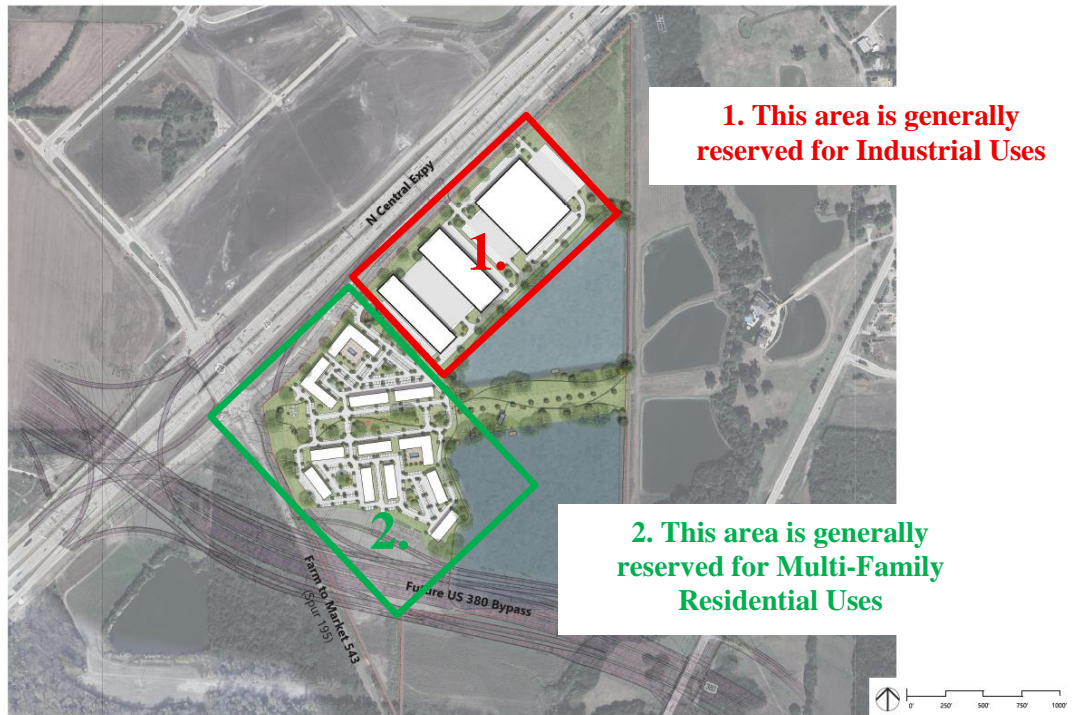
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT “B”

### Bubble Plan



**JHP**  
Architecture/Urban Design

A FIRM WITH A VIBRANT  
& EXCITING CULTURE  
RECOGNIZED FOR  
ELEVATED DESIGN

**PORTMAN**

**195 MCKINNEY MASTER PLAN**  
MCKINNEY, TEXAS

**CONCEPTUAL SITE PLAN**

Copyright © JHP 2025. Not for Regulatory Approval, Permit or Construction  
Without Written Consent.  
Registered Architect of State of Texas, Registration No. 15609.

05.19.2025

**01**  
#2024059 DT

## **EXHIBIT “C”**

### **Supplemental Development Regulations**

#### Standards for Development Agreement

The following standards shall be included within the development agreement governing the property.

- Non-residential buildings must be a minimum of 15,000 square feet in floor area.
- Architectural Standards for Non-Residential Buildings\
  - Acceptable façade materials shall include:
    - Masonry (including brick, stone, and three-coat stucco);
    - Concrete tilt-up panels that are finished with decorative surfaces such as exposed aggregate, precast patterns, or applied coatings for aesthetic and structure integrity; and
    - Glass.
  - Facades facing a public right-of-way shall meet the following requirements:
    - A minimum of 25% of each façade area shall be non-opaque glazing.
    - An offset (projection or recess) of a minimum of 18 inches is required every 100 feet.
      - For facades at or greater than 200 feet, a minimum of two offsets are required.
      - For offsets less than three feet, the offset must be accompanied by a change in building color, change in building materials, or additional building or parapet height of a minimum of three feet.