



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 9

DATE: 1/14/2025

SUBJECT: CONSIDERATION TO APPROVE A LETTER OF INTENT TO STILLWATER CAPITAL LLC FOR THE PURCHASE OF 5.7 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF HERITAGE PARKWAY AND REGENCY PARKWAY IN MANSFIELD

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a Letter of Intent (LOI) to Stillwater Capital LLC for the purchase of five and seven tenths (5.7) acres of land located at the northeast corner of Heritage Parkway and Regency Parkway in Mansfield.

BACKGROUND

On June 21, 2016, the Commissioners Court, through Court Order #122837, approved a professional services contract in the amount of \$70,050.00 with LBL Architects for preliminary architectural and engineering services, to address departmental space issues and building deficiencies at the Subcourthouse at Mansfield. The information collected was to enable the County to make informed decisions on the scope and services regarding a possible renovation; and or expansion of the existing building; or the construction of a new building.

On August 3, 2021, the Commissioners Court, through Court Order #135980, approved Amendment #1 for additional services in the amount of \$27,500.00 to include structural investigations, building envelope energy assessments, and site planning conceptual design of the Subcourthouse at Mansfield.

On October 26, 2021, the Commissioners Court, through Court Order #136689, approved Amendment #2 for additional services in the amount of \$28,000 to include a Site Evaluation of three (3) selected land parcels of which was the property located within a planned development at the northeast corner of Heritage Parkway and Regency Parkway, also known as "The Reserve".

Facilities Management completed review of the comprehensive building analysis for the Subcourthouse at Mansfield, and it has been determined the building does not achieve the space programming requirements, because the existing building is undersized and does not meet the departmental needs. In addition, a structural assessment was conducted, and the report identified deficiencies in the existing slab on grade foundation. Furthermore, an energy analysis was conducted and discovered the building envelope does not meet energy efficiency standards.

The LOI is not a binding agreement and is subject to mutual execution of a Purchase and Sale Agreement. If approved by the Court, the County will be required to deposit \$50,000.00 in an escrow account to be held by an acceptable title company and applied to the purchase price. If the Court elects to terminate the purchase of

SUBMITTED BY	Facilities Management	PREPARED BY:	Michael Amador
		APPROVED BY:	Frank Lopez



COMMISSIONERS COURT COMMUNICATION

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property during the Due Diligence Period as defined in the LOI, the County will receive a full refund of the Earnest Money less \$500.00.

The Criminal District Attorney's Office has reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$50,000.00 available in account 540000/3110217000/45400-2025.

David Walters
Senior Vice President



301 Commerce Street
Suite 3131
Fort Worth, TX 76102

January 10, 2025

817.333.1118 Direct
david.walters@cbre.com

Mr. Clay Roby
Mr. Jimmy O'Neal
Stillwater Capital
4145 Travis Street, Suite 300
Dallas, Texas 75204

**RE: LOI to Purchase approximately 5.7 acres
NEC of Heritage Parkway & Regency Parkway
Mansfield, Texas**

Dear Clay & Jimmy:

We are pleased to present the following Letter of Intent ("LOI") proposal to purchase the above referenced property (the "Property") by Tarrant County ("Purchaser").

- 1. Purchaser:** Tarrant County and/or assigns
- 2. Seller:** Stillwater Capital Investments, LLC, a Texas limited liability company.
- 3. Subject Property:** The approximately 5.7 acres of land situated at the northeast corner of Heritage Parkway and Regency Parkway with any in place site improvements (shown in Exhibit A below) thereon located referenced above and shown on the Site Plan attached as Exhibit A. Purchaser acknowledges that City of Mansfield has already purchased land within the exhibit title "Potential Area for final Site Determination". Seller approval is required for a final site location.
- 4. Price:** \$544,500.00 per acre multiplied by the gross acreage of (1) the Property as shown on the Survey approved by Seller, and (ii) one-half of any right-of-way (or proposed right-of-way) bordering the Property.
- 5. Escrow Deposit:** Fifty thousand dollars (\$50,000.00) to be held by a mutually acceptable title company, which shall be applied to the purchase price.
- 6. Independent Consideration:** If Purchaser terminates for any reason during the Due Diligence Period as defined below, Purchaser will receive a full refund of the Earnest Money less \$500.00.

- 7. Condition of Property/Site Improvements:** Seller shall deliver the property in As-Is condition, free and clear of all encumbrances.
- 8. Site Detention:** Seller does not anticipate that Purchaser will have to construct any stormwater detention facilities on the Subject Property or have any channels or easements related to stormwater on the Subject Property.
- 9. Due Diligence Period:** Ninety (90) days after the Effective Date of the Purchase Contract. Seller shall deliver to Purchaser any Property Condition Assessments, Previous Title Reports, Surveys, GeoTech Reports and Environmental Assessments in its possession within five (5) days following the effective date of the Purchase Contract. Upon deposit of an additional \$10,000 in Earnest Money, Purchaser shall have a one-time right to extend the Due Diligence Period by 30 Days.
- 10. Closing:** Sixty (60) days following expiration of Due Diligence Period as it may be extended.
- 11. Survey:** Purchaser shall deliver to Seller an updated Alta survey of the Property within fifteen (15) days following the effective date of Purchase Contract.
- 12. Site Inspection:** Purchaser shall have the right to enter upon and inspect any and all aspects of the Property during the Due Diligence Period.
- 13. Contingencies:** Purchaser's obligation to purchase shall be subject to (1) Purchaser's inspection of the Property; (2) Purchaser's review of the title to the Property; (3) Purchaser's review of the Phase I environmental audit (and Phase II if needed); (4) Purchaser's review of the soils report; (5) Purchaser's receipt of all necessary permits and governmental entitlements for their use at the location; (5) Purchaser's receipt of appraisal justifying Purchase Price; (6) Purchaser's review of the economic feasibility to develop the site and (7) Purchaser's approval from the Tarrant County Commissioner's Court. If any such conditions are not fulfilled or acceptable to Purchaser, Purchaser shall have the right either to waive its objection and proceed to closing, or to terminate the purchase and sale contract in which event the parties shall be relieved of all further obligations under the purchase and sale contract, and the Escrow Deposit, together with all interest accrued thereon, shall be returned to Purchaser. Purchaser shall have the right to terminate the purchase and sale contract without cause at any time prior to such end of the Due Diligence Period by giving Seller written notice of such termination in which event the parties shall be relieved of all further obligations under the purchase and sale contract, and the Escrow Deposit, together with all interest accrued thereon, shall be returned to Purchaser.

14. Brokerage Commission: Both Seller and Purchaser acknowledge that CBRE, Inc. (“Purchaser’s Broker”) is representing the Purchaser in this transaction. Seller agrees to pay a commission equal to three percent (3%) of the gross sales price at closing to Purchaser’s Broker.

15. Purchase & Sale Agreement:

This Letter of Intent is not a binding agreement and is subject to the mutual execution of a Purchase and Sale Agreement (“Agreement”). Purchaser and Seller intend to complete and execute a Purchase Agreement based on the Texas Realtors promulgated form (TBD) within thirty (30) days of the execution of this proposal. During this thirty (30) day period, Seller shall no longer market the Property and will work exclusively with Purchaser to finalize the Agreement.

16. Confidentiality:

Subject to the requirements of the limitations stated in Section 17 below, Purchaser, Seller and their affiliates agree to keep all material terms of the Letter of Intent and existence of this Letter of Intent confidential. This confidentiality clause will also extend to the Purchase and Sale Agreement. The foregoing shall not, however, preclude dissemination of this Letter of Intent or the terms thereof or other information with respect to the subject transaction to the agents, employees, affiliates, consultants, advisors and lenders of Seller or as otherwise required by law. Purchaser may disseminate this Letter of Intent or the terms thereof or other information with respect to the subject transaction to the extent required by applicable law, regulation, or legal process, provided it promptly notifies Seller of such requirement if legally permitted to do so. A material breach of this provision will allow Purchaser to terminate this Letter of Intent. The Agreement shall contain customary confidentiality provisions including customary carve-outs. Purchaser will not, without Seller’s prior written consent, disclose the transaction with any of Seller’s employees, customers, clients, or others with whom Seller does business.

17. Texas Public Information Act:

Purchaser advises Seller that Purchaser is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. Seller’s trade secrets, certain financial information, land contract sales price, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Purchaser to disclose Seller information that may be subject to an exception from disclosure, Purchaser will (i) promptly notify Seller of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.

Seller and Purchaser agree that this document is a letter of intent, not a binding contract. This document constitutes a current summary of the negotiations between the parties but does not create any obligations, either expressed or implied, on the part of either party. The parties contemplate continuing negotiations regarding the matters set forth herein and other matters that either party may deem appropriate, but each party reserves the right to terminate negotiations at any time, with or without cause, and without obligation, financial or otherwise, to the other party. A binding commitment with respect to the proposed transaction shall only result from the execution of a definitive agreement mutually acceptable to the parties. If the foregoing is acceptable to the Seller, please acknowledge by executing where indicated below and returning an executed copy to the undersigned no later than **Friday, January 17, 2024**, so that we can commence negotiation of a definitive purchase and sale agreement.

Cordially,
CBRE, Inc.



David Walters
Senior Vice President
817.333.1118

AGREED AND ACCEPTED THIS 10th DAY OF JANUARY 2025.

Seller: Stillwater Capital Investments, LLC

By: Clay Roby

Name: Clay Roby

AGREED AND ACCEPTED THIS _____ DAY OF JANUARY 2025.

Buyer: Tarrant County

By: _____

Name: _____



Potential Area for Final Site Determination

