

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BURLESON; PROVIDING FOR THE ANNEXATION OF 88.471 ACRES OF LAND CONVEYED IN THE DEED RECORDS AS FOLLOWS; A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), TOGETHER WITH A PORTION OF LAND CONVEYED TO ALTA BURL LP, INC. IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), AND THE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24938 DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), RELATED TO A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT. SAID ANNEXATION AREA IS LOCATED IN THE EXCLUSIVE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF BURLESON, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the proposed annexation of the territory hereinafter described was requested by petition letter, shown herein as Exhibit "B" and submitted executed **April 26, 2024, by Rocky Bransom and David Shanks** , owners of the annexation area; and

WHEREAS, the first and final public hearing before the City Council of the City of Burleson, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council Chambers at the City Hall Building, 141 W. Renfro Street in Burleson, Texas, on May 6, 2024; and

WHEREAS, notice of such first and final public hearing was published in a newspaper having general circulation in the City of Burleson, Texas, and in the hereinafter described territory, and posted on the City of Burleson's internet web site, on **April 19,**

2024, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such first public hearing; and

WHEREAS, written notice of the proposed annexation was provided to the Burleson Independent School District, 1160 SW Wilshire Blvd., Burleson, Texas, 76028 on **April 19, 2024**, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of the first public hearing; and

WHEREAS, all of the Annexation Area described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Burleson, Texas; and

WHEREAS, a Service Plan is as Exhibit “C” and Exhibit “D”; and

WHEREAS, the hereinafter described territory contains 88.471 acres of land, more or less; and

WHEREAS, the City Council of the City of Burleson finds it to be in the best interest of the citizens of Burleson to enter into the municipal services agreement described herein; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern changes to the boundaries of the City via annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

SECTION 1 ANNEXATION

That all portions of the following tract (the “Annexation Area”) located in Johnson County, Texas, comprising a total of 88.471 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area, being tracts of land conveyed in the deed records as follows; a portion of land conveyed to Burleson Development INC., in the deed recorded in instrument No. 2017-24940, Deed Records, Johnson County Texas, (D.JR.C.T), together with a portion of land conveyed to Alta Burl LP, INC., In the deed recorded in instrument No. 2017-24915, Deed Records, Johnson County Texas, (D.JR.C.T), and the tract of land conveyed to Alta Burl LP, in the deed recorded in instrument No. 2017-24938 Deed Records, Johnson County Texas, (D.JR.C.T), being

described and depicted in Exhibit "A" and incorporated into this Ordinance. In the event of a discrepancy between the description and the depiction, the depiction shall control.

**SECTION 2
RIGHTS AND DUTIES OF OWNERS AND
INHABITANTS IN NEWLY ANNEXED AREA**

That the owners and inhabitants of the Annexation Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of Burleson, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3
OFFICIAL MAP**

That Ordinance C-594-06(A0709), the official map and boundaries of the City, previously adopted, is hereby amended to include the Annexation Area as a part of the City of Burleson, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law.

**SECTION 4
FILING CERTIFIED COPY**

That the City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas, and with the Johnson County Appraisal District.

**SECTION 5
SERVICE PLAN**

That attached hereto, marked as Exhibit "C" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the Annexation Area, which was made available at the public hearings for inspection by and explanation to the inhabitants of the area to be annexed.

**SECTION 6
INCORPORATION OF RECITALS**

That the findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

**SECTION 7
CUMULATIVE CLAUSE**

That this ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 8
SEVERABILITY CLAUSE**

That should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 9
AREAS EXCEPTED FROM ANNEXATION**

That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such Annexation Area. The City Council hereby declares it to be its purpose to annex into the City of Burleson every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed into the City of Burleson any lands or area which are presently part of and included within the limits of the City of Burleson, or which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Burleson's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

**SECTION 10
EFFECTIVE CLAUSE**

That this ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____,
20_____.

Chris Fletcher, Mayor

City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM &
LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

Metes and Bounds

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, JOHNSON COUNTY, TEXAS, BEING A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH ALL OF THAT 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24938, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN COUNTY ROAD 919 (VARIABLE R-O-W) AND FOR THE MOST NORTHERLY CORNER OF SAID BURLESON DEVELOPMENT, INC., TRACT;

THENCE ALONG SAID COUNTY ROAD S 42°34'17" E, A DISTANCE OF 1307.43 FEET TO A MAG NAIL FOUND WITH SHINER FOR THE MOST NORTHERLY CORNER OF A TRACT OF LAND CONVEYED TO CODY SHELLY, AND ASHLEY SHELLY IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-18744, D.R.J.C.T.;

THENCE ALONG THE NORTHERLY LINE OF SAID SHELLEY TRACT S 49°34'42" W, A DISTANCE OF 778.33 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY LINE OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID SHELLEY TRACT;

THENCE ALONG SAID NORTHEASTERLY LINE AND THE SOUTHWESTERLY LINE OF SAID SHELLY TRACT S 42°41'38" E, A DISTANCE OF 503.54 FEET TO A POINT;

THENCE S 42°51'21" E, A DISTANCE OF 179.54 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID SHELLEY TRACT;

THENCE LEAVING SAID NORTHEASTERLY LINE N 31°01'59" E ALONG THE SOUTHEASTERLY LINE OF SAID SHELLY TRACT, A DISTANCE OF 540.46 FEET TO A STEEL POST FOUND;

THENCE N 47°42'31" E, A DISTANCE OF 257.15 FEET TO A COTTON SPINDLE FOUND IN SAID COUNTY ROAD 919 (VARIABLE R-O-W) FOR THE MOST EASTERLY CORNER OF SAID SHELLY TRACT AND FOR THE MOST NORTHERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE ALONG SAID COUNTY ROAD, ALONG COUNTY ROAD 1016 (VARIABLE R-O-W) AND ALONG THE NORTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 42°32'12" E, A DISTANCE OF 1190.95 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD 1016 AND ALONG THE SOUTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 44°57'58" W, A DISTANCE OF 765.76 FEET TO A MAG NAIL FOUND WITH A SHINER FOR THE MOST SOUTHERLY CORNER OF SAID 20.503 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF SAID 133.323 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD AND THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT S 44°56'18" W, A DISTANCE OF 266.56 FEET TO A PK NAIL FOUND FOR THE MOST WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST CHURCH RECORDED IN VOLUME 1467, PAGE 105 D.R.J.C.T. ;

THENCE LEAVING SAID COUNTY ROAD N 45°00'39" W ALONG THE NORTHEASTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 436.97 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE S 45°01'12" W ALONG THE NORTHWESTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 521.38 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE LEAVING SAID WESTERLY CORNER AND SAID SOUTHEASTERLY LINE N 44°58'33" E, A DISTANCE OF 1655.48 FEET TO A POINT;

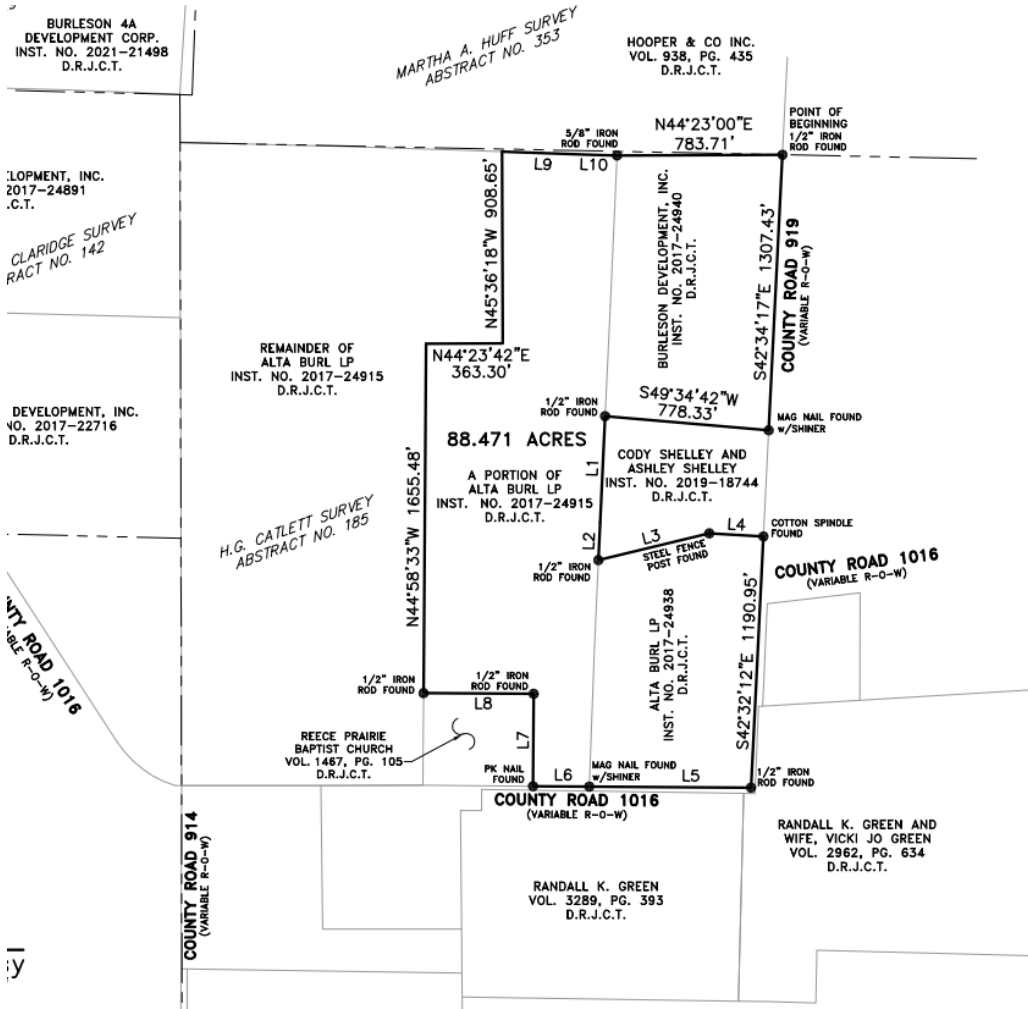
THENCE N 44°23'42" E, A DISTANCE OF 363.30 FEET TO A POINT;

THENCE N 45°36'18" W, A DISTANCE OF 908.65 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO HOOPER & CO INC. IN THAT DEED RECORDED IN VOLUME 938, PAGE 435 D.R.J.C.T. AND IN THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT;

THENCE ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°37'41" E, A DISTANCE OF 422.56 FEET TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°11'33" E A DISTANCE OF 121.44 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID BURLESON DEVELOPMENT, INC. TRACT;

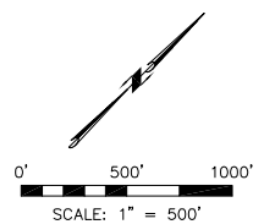
THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND THE NORTHWESTERLY LINE OF SAID BURLESON DEVELOPMENT, INC. TRACT N 44°23'00" E, A DISTANCE OF 783.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.471 ACRES OF LAND MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S42°41'38"E	503.54'
L2	S42°51'21"E	179.54'
L3	N31°01'59"E	540.46'
L4	N47°42'31"E	257.15'
L5	S44°57'58"W	765.76'
L6	S44°56'18"W	266.56'
L7	N45°00'39"W	436.97'
L8	S45°01'12"W	521.38'
L9	N46°37'41"E	422.56'
L10	N46°11'33"E	121.44'

NOTES:

1. THIS EXHIBIT HAS BEEN PREPARED FOR PLANNING PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
2. BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.



AN EXHIBIT OF
**CHISHOLM SUMMIT
 ANNEXATION #3**
 CITY OF BURLESON, JOHNSON COUNTY, TEXAS

11/27/23

SHEET 1 OF

Exhibit "B"

DocuSign Envelope ID: 410A79C4-E358-4B72-89B5-6C5AA0BCB82A

Letter for Request for Voluntary Annexation

APRIL 26, 2024

RE: Voluntary Annexation Request

Dear City Council,

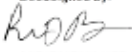
As the owner(s) of the below-referenced property, we would like the City of Burleson to consider our request for annexation. The property in question is located at **9825 COUNTY ROAD 1016, BURLESON, TX 76028**. The property is currently **undeveloped**. The size of the tract is **88.471** acres. The reason for this annexation request is **as a condition of a developer's agreement**.

Owner(s) as listed on Deed: **ALTA BURL, LP; BURLESON DEVELOPMENT, INC.**

Any additional information may be obtained by contacting **JUSTIN BOND** at **817-880-1220**.

(Attachment: Survey exhibit, Chisholm Summit Annexation #3)

Sincerely,

DocuSigned by:

BURLESON DEVELOPMENT, INC.
A TEXAS CORPORATION
BY: ROCKY BRANSOM, ITS PRESIDENT AND DIRECTOR

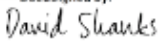
DocuSigned by:

ALTA BURL, LP
A TEXAS LIMITED PARTNERSHIP
BY: EYESIGHT VENTURES, LLC, ITS GENERAL PARTNER
BY: DAVID SHANKS, ITS MANAGER

Exhibit "C"

**AGREEMENT FOR
CITY OF BURLESON
ANNEXATION SERVICE PLAN
FOR**

Property Subject to Plan: 88.471 ACRES OF LAND, MORE OR LESS, IS HEREBY ANNEXED INTO THE CITY OF BURLESON AS A PART OF THE CITY FOR ALL MUNICIPAL PURPOSES, AND THE CITY LIMITS ARE EXTENDED TO INCLUDE SUCH ANNEXATION AREA, BEING TRACTS OF LAND CONVEYED IN THE DEED RECORDS AS FOLLOWS; A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), TOGETHER WITH A PORTION OF LAND CONVEYED TO ALTA BURL LP, INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), AND THE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24938 DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), BEING DESCRIBED AND DEPICTED IN EXHIBIT "A" AND INCORPORATED INTO THIS ORDINANCE

This Agreement is entered into between the City of Burleson and, **R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP,** ("Owners") pursuant to Section 43.0672 of the Texas Local Government Code. The parties agree to the provision of services set forth below.

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Burleson, Texas, at the following levels and in accordance with the following service plan programs:

I. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted.

1. POLICE PROTECTION

The City of Burleson, Texas will provide police protection to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. SOLID WASTE COLLECTION

The City of Burleson, Texas provides, or causes to provide, solid waste and refuse collection services within the city limits of the City of Burleson, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed areas to the extent that the annexed lot or tract is adjacent to public right-of-way. Persons using the services of a privately owned solid waste management service provider prior to the effective date of annexation may continue to use such services until the second anniversary of the annexation in accordance with Section 43.056 (n) and (o), Local Government Code, State of Texas.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

5. MAINTENANCE OF ROADS AND STREETS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA

BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Burleson, Texas is not aware of the existence of any publicly owned municipal facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned municipal facility, building or municipal service does exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned municipal facilities, buildings or municipal services of the City now incorporated in the City of Burleson, Texas.

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

In addition to the services identified above, the following services will be provided in the Annexation Area on the effective date of the annexation, unless otherwise noted:

1. LIBRARY SERVICES

Any residents of the Annexation Area will be eligible to receive library services from the Burleson Public Library commencing on the effective date of the annexation.

2 MUNICIPAL ADMINISTRATION

The City of Burleson, Texas will provide general municipal administration and administrative services commencing on the effective date of the annexation.

3. ENFORCEMENT OF CODES AND ORDINANCES

Enforcement of the City's ordinances and regulatory codes will be provided within the Annexation Area on the effective date of the annexation. The City's health, environmental, building, plumbing, mechanical, electrical, and all other codes will be enforced within the Annexation Area beginning with the effective date of the annexation. The City's zoning ordinance, subdivision regulations, design standards manual and related ordinances shall be enforced in the Annexation Area beginning on the effective date of the annexation. Complaints of ordinance or regulation violations within the area will be answered and investigated by existing personnel.

4. INSPECTION SERVICES

All inspection services furnished by the City of Burleson, Texas, but not mentioned above, will be provided to the Annexation Area beginning on the effective date of the annexation.

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

1. GENERAL

- a. The City policy for extending water and waste water service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
- b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE.

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

4. WASTE WATER SERVICES

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

5. ROADS AND STREETS

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

F. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE.

Shall be in accordance with Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, LTD., Burleson Development, INC., B&G South Metro, LP Rocky Bransom, Rocky Bransom ET UX Angela, Rocky and Angela Bransom, ALTA BURL, LP, Janice Yvonne Jackson, and The Jackson Family Trust for Chisholm Summit, Attached as Exhibit "D" (CSO#1775-06-2021).

IV. SPECIFIC FINDINGS

The City Council of the City of Burleson, Texas, finds and determines that this Service Plan will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use and population density, and it will not provide a lower level of service in the area proposed to be incorporated than were in existence at the time immediately preceding the effective date of annexation.

AGREED TO AND APPROVED ON THIS ____ DAY OF _____, 2022.

City of Burleson, Texas

Mayor

ATTEST:

City Secretary

AGREED:

By: _____
Ronald Bowyer

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Notary Seal]

Notary Public, State of Texas