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

This Chapter 380 and Economic Development and Performance Agreement (the "Agreement") is entered into as of the 7th day of June, 2021 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager; the Burleson 4A Economic Development Corporation ("BEDC"), by and through its Board President; R.A. Development, Ltd., a Texas limited liability partnership ("Developer"), by and through Bransom Management, LLC, its general partner; Burleson Development, Inc., by and through its president/director; B & G South Metro, LP, by and through B.G.S.M Management Company, LLC, its general partner; Rocky Bransom, Rocky Bransom et ux Angela; Rocky and Angela Bransom, Alta Burl, LP by and through Eyesight Ventures, LLC, its general partner; Janice Yvonne Jackson; Jackson Family Trust by and through its authorized trustee (collectively, including Developer, the "Current Owners"). City, BEDC, Developer, and the Current Owners sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, Developer desires to participate in the Program by entering into this Agreement; and

WHEREAS, the Developer, the Current Owners and/or their predecessor in title previously entered into development agreements for certain tracts on the Property under Chapter 43 and Section 212.172 of the Local Government Code; and

WHEREAS, the Parties intend that this Agreement shall supersede those agreements in all matters; and

WHEREAS, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Developer's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

WHEREAS, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and

WHEREAS, Burleson Development Inc. owns the real property depicted on **Exhibit A-1**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Alta Burl LP owns the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Jackson Family Trust owns the real property depicted on **Exhibit A-3**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Janice Yvonne Jackson owns the real property depicted on **Exhibit A-4**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, B&G South Metro LP owns the real property depicted on **Exhibit A-5**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Rocky Bransom owns the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, Rocky and Angela Bransom own the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, R.A. Development, Ltd., owns the real property depicted on **Exhibit A-8**, a portion of the Property that comprises Chisholm Summit; and

WHEREAS, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and

WHEREAS, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any property they own within Chisholm Summit under the terms set forth in this Agreement; and

WHEREAS, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and

WHEREAS, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and

WHEREAS, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and

WHEREAS, planned development zoning will occur concurrently with annexation; and

WHEREAS, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and

WHEREAS, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and

WHEREAS, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and

WHEREAS, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and

WHEREAS, Developer intends to dedicate a three acre tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and

WHEREAS, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails in Chisholm Summit; and

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes a city to enter into an agreement with an owner of property located in the ETJ to, among other things, provide for terms of annexation, provide for infrastructure, and specify the uses and development standards after annexation.

NOW THEREFORE, in consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE 1.
RECITALS AND EXHIBITS

1.1 **Recitals.** The recitals set forth in the foregoing "WHEREAS" clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extend possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

1.2 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

Exhibit A – Chisholm Summit Real Estate Location Map
Exhibit A-1 – Burleson Development Inc Parcel Location Map
Exhibit A-2 – Alta Burl LP Parcel Location Map
Exhibit A-3 – Jackson Family Trust Parcel Location Map
Exhibit A-4 – Janice Yvonne Jackson Parcel Location Map
Exhibit A-5 – B&G South Metro LP Parcel Location Map
Exhibit A-6 – Rocky Bransom Parcel Location Map
Exhibit A-7 – Rocky & Angela Bransom Parcel Location Map
Exhibit A-8 – RA Development Ltd Parcel Location Map
Exhibit A-9 – Hooper & Co Parcel Location Map
Exhibit B – Preliminary Concept Plan
Exhibit C – Development Standards
Exhibit D – Parks and Trails Plan
Exhibit E – Roadway Improvements
Exhibit F – Sewer Improvements
Exhibit G – Annexation Plan/Development Sections

ARTICLE 2.
AUTHORIZATION

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code, Chapters 501 and 504 of the Texas Local Government Code, and Section 212.172 of the Texas Local Government Code.

ARTICLE 3.
DEFINITIONS

"Agreement," "BEDC," "Burleson West," "City," "Current Owners," "Developer", "Effective Date," "ETJ," "Hooper Tract," "Parties," "Party," and "Program" shall have the meanings set forth in the recitals.

"Approved Plats" means all final plats for a portion of the Property approved from time to time by the City in accordance with this Agreement.

"Building Codes" means building plumbing, electrical, mechanical, and fire codes adopted by the City in effect as of the Effective Date for the eight-year period commencing on the Effective Date. Commencing on the eighth anniversary of the Effective Date, "Building Codes" means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

"Certificate of Occupancy" means the document issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

"Chisholm Summit" means a 823 acre equestrian themed master planned community on the Property developed in substantial conformance with the Development Standards set forth on **Exhibit C** and the Governing Regulations comprised of at least 3,000 high end residential units, over ten (10) miles of interconnected trails, 102 acres of dedicated parkland, an equestrian center, and other amenities as set forth and depicted on the Preliminary Concept Plan attached hereto as **Exhibit B**, to be constructed in phases as set forth herein.

"Construction Costs" means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public Improvements and the Private Improvements, as applicable. Construction Costs does not include any acquisition costs of the Property, marketing, or applicable City fees related to the development of the Public Improvements and/or the Private Improvements, as applicable.

"Development Sections" has the meaning set forth in Section 5.1(a) of this Agreement.

"Development Standards" means those detailed development requirements set forth in **Exhibit C** for the Private Improvements.

"Equestrian Center" means the existing equestrian center located as shown on **Exhibit B**.

"Event of Bankruptcy or Insolvency" means the dissolution or termination of the Developer's existence as a going business, insolvency, appointment of receiver for any part of the Developer's property and such appointment is not terminated within sixty (60) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer and such proceeding is not dismissed within sixty (60) days after the filing thereof.

"Final Concept Plan" has the meaning set forth in Section 5.3 of this Agreement.

"Final Parks and Trails Plan" has the meaning set forth in Section 9.2 of this Agreement.

"Governing Regulations" has the meaning set forth in Section 5.2 of this Agreement.

"Impositions" means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by the Developer within the City.

"Parkland Improvements" means the open spaces, connecting trails, ponds, pocket parks, playground areas, amphitheater, and other park amenities depicted and described on The Parks and Trails Plan and dedicated to the public, **Exhibit D**.

"Preliminary Concept Plan" means the Concept Plan attached as **Exhibit C**, or as amended in the future.

"Private Improvements" means the residential units, connecting trails, Equestrian Center, amenity centers, Private Infrastructure, and commercial development in Chisholm Summit.

"Private Infrastructure" means any improvements required to be maintained on private property by the HOA including, but not limited to, open spaces, Chisholm Summit amenity centers, screening walls, or parks not dedicated to the public.

"Project" means the development of Chisholm Summit under the terms set forth in this Agreement.

"Property" means the 823 acres comprising Chisholm Summit, depicted on **Exhibit A**.

"Public Improvements" means the Roadway Improvements, Sewer Improvements, and Parkland Improvements.

"Reimbursement" means the funds paid to Developer for Construction Costs for the Roadway Improvements by the BEDC and Sewer Improvements by the City.

"Roadway Improvements" means Lakewood Blvd., FM 1902 to a transition point approximately 1,500 feet south of CR 1020, and sidewalks, median and landscape improvements as depicted on **Exhibit E**, to be funded by the BEDC.

"Sewer Improvements" means the sewer lines and lift stations set forth on **Exhibit F** to be funded by the BEDC.

"Subdivision Regulations" means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the date a preliminary plat application is filed with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat "expire" in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.

"Substantially Complete" with regard to the Public Improvements means the date upon which the City issues a Letter of Substantial Acceptance to the Developer for any element or portion of the Public Improvements which will allow issuance of building permits; and with regard to the Private Improvements, the date upon which the City issues a Certificate of Occupancy for a Private Improvement.

"Zoning Ordinance" means Ordinance No. B-582 on the Effective Date of the Ordinance as it may be amended.

ARTICLE 4.
TERM

The Term of this Agreement shall commence on the Effective Date and terminate twenty-five (25) years thereafter, unless terminated sooner as provided in Article 12.

ARTICLE 5.
DEVELOPMENT OF THE PROPERTY

5.1 **Private Improvements.**

(a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G**. Construction of Development Section A Private Improvement shall commence no later than January 1, 2022 and be Substantially Complete no later than December 31, 2022. Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.

5.2 **Development.** Development of the Property shall be governed by the following regulations (collectively, the "Governing Regulations"):

(i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;

(ii) the Final Concept Plan approved as part of the planned development sections for each phase;

(iii) the Development Standards;

(iv) the Subdivision and Development Ordinance and Design Standards Manual;

(v) the Building Codes;

(vi) the Approved Plats; and

(vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

5.3 **Preliminary Concept Plan.**

(a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B**.

(b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:

(i) the revised Preliminary Concept Plan is approved in writing by Developer; and

(ii) the revised Preliminary Concept Plan is approved by the City Council; and

(iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.

(c) The Preliminary Concept Plan must at all times:

(i) Include no less than 90 acres of parkland;

(ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and

(iii) Maintain the roadway alignments.

(d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.

5.4 **Development Standards Revisions.** The Development Standards may be revised by two methods:

(i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:

(1) is not contrary to the public interest;

(2) does not cause injury to adjacent property;

(3) does not materially adversely affect the quality of development; and

(4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or

(ii) Developer and the City may amend this Agreement to revise the Development Standards.

5.5 **State and Federal Requirements.** Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.

5.6 **Homeowner's Association Required.**

(a) Developer shall create a single Homeowner's Association for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.

(b) The Homeowner's Association shall own and be responsible for the maintenance of the Private Infrastructure.

(c) The Homeowner's Association shall have covenants and bylaws, which must submitted to the City for its records. The Homeowner's Association shall require the payment of dues and assessments to maintain the Private Infrastructure. The Homeowner's Association covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the Homeowner's Association must be recorded with the County Clerk for Johnson County, Texas.

ARTICLE 6.
FULL PURPOSE ANNEXATION

The Parties agree that the Property shall have been annexed into the City prior to the construction of the Private Improvements for each phase. This Agreement constitutes a request by the Developer and the Current Owners, as owners of the Property, for annexation into the City of Burleson and serves as the written agreement for municipal services required by Section 43.0672 of the Texas Local Government Code. The request for annexation may not be revoked so long as the City remains compliant with the terms of this Agreement, and the right of the City to annex shall not be abrogated by amendment to any law affecting or establishing the right of a city to annex. The Parties agree that the Property shall be annexed in Development Sections A through H as depicted on **Exhibit G** concurrent with or prior to zoning each phase, with Development Section A annexed no later than December 31, 2022 or the commencement of the Lakewood portion of the Roadway Improvements, whichever is sooner. The Development Sections shall be annexed no later than the dates listed for each section in the Annexation Schedule in **Exhibit G.**

ARTICLE 7.
ROADWAY IMPROVEMENTS

7.1 **In General.** The City, the BEDC, and the Developer will work together to construct and fund the Roadway Improvements. The Developer will design and construct the Roadway Improvements subject to oversight and plan approval by the City. Subject to Article 13, the BEDC shall issue debt to fund the construction. The Developer will dedicate all right-of-way for the Roadway Improvements within its authority to do so and based on the final alignment and construct them according the Governing Regulations.

7.2 **Design of Roadway Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars ($250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.

(b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.

(c) **Reimbursement for Design Costs.** The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

(i) Completion of survey;

(ii) 30%/Conceptual design;

(iii) 60% design;

(iv) 90% design; and

(v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 7.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

(i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.

(ii) 60% of Completion of Design on Roadway Improvements – City shall have thirty (30) calendar days to review and determine approval.

(iii) 90% of Completion of Design on Roadway Improvements – City shall have twenty-one (21) calendar days to review and determine approval.

(iv) Final Design/100% of Completion of Design on Roadway Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

7.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.

(b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property.

(c) **Roadway Improvements Conveyance.** All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

7.4 **Fees.** Roadway impact fees shall be assessed according to the Burleson Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.

7.5 **Community Facility Contract (CFC).** The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.

7.6 **Roadway Improvement Construction Schedule.**

The construction of the Roadway Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One – FM 1902 to Existing CR 1016, (ii) Phase Two – Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three – Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four - Median Improvements and Sidewalks.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2023. Developer shall complete the landscaping portion of the Roadway Improvements by March 31, 2024.

7.7 **Reimbursement for Construction Costs of Roadway Improvements.**

(a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Roadway.** The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the roadway as specified in Section 7.6(a) of this Agreement.

ARTICLE 8.
SEWER IMPROVEMENTS

8.1 **In General.** The City and the Developer will work together to construct and fund the Sewer Improvements. The Developer will be solely responsible for onsite and offsite waterline extensions and improvements. The Developer will design and construct the Sewer Improvements to include a lift station(s) and force main(s), subject to oversight and plan approval by the City, provided that the City will design a portion of sewer from Panchasarp Farms to CR 914A as set forth in **Exhibit F**. The Developer will dedicate all right-of-way for the Sewer Improvements and construct them according to the Governing Regulations.

8.2 **Design of Sewer Improvements.**

(a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars ($250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.

(b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.

(c) **Reimbursement for Design Costs.** The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

(i) Completion of survey;

(ii) 30%/Conceptual design;

(iii) 60% design;

(iv) 90% design; and

(v) 100%/Final design.

Ten percent (10%) retainage will be held from all payments and returned at the time plans are released for construction. For Developer to be reimbursed for design costs at 60% design, 90% design, and Final/100% design, City must approve the submitted design as set forth in Section 8.2(f) of this Agreement.

(d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.

(e) **Ownership.** The City shall own all design plans.

(f) **Approval and Review of Design.** The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

(i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.

(ii) 60% of Completion of Design of Sewer Improvements – City shall have thirty (30) calendar days to review and determine approval.

(iii) 90% of Completion of Design of Sewer Improvements – City shall have twenty-one (21) calendar days to review and determine approval.

(iv) Final Design/100% of Completion of Sewer Improvements – City shall have seven (7) calendar days to review and determine approval.

If the design plans submitted for a stage specified above are not completed in such a manner and to such a degree and detail that is standard and customary in the industry for the stage specified, the City shall have the ability to extend the amount of time to review the design and/or deny approval. Further, if the Developer does not cause the professional engineer to adequately respond to City comments on the design plans, the City shall have the ability to extend the amount of time to review the design and/or deny approval.

(g) **Design of Phase One.** City has a detailed design of the Sewer Improvements for Phase One (Panchasarp Farms to County Road 914A) of the Sewer Improvements, as depicted on **Exhibit F**. Such detailed designs were designed by a professional engineer retained by the City. City shall allow Developer, and Developer shall use, the detailed design of the Sewer Improvements for Phase One to design the remainder of the Sewer Improvements.

8.3 **Dedication of Right-of-Way.**

(a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.

(b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.

8.4 **Fees.** Sewer impact fees shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated May 8, 2018, or as may be amended. All other fees associated with the construction of the Sewer Improvements shall be waived.

8.5 **Community Facility Contract (CFC).** The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction.

8.6 **Sewer Improvement Construction Schedule.** The construction of the Sewer Improvements shall be according to the following schedule:

(a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:

(i) Phase One – Panchasarp Farms to County Road 914A,

(ii) Phase Two – County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and

(iii) Phase Three – County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.

(b) **Start of Construction.** Developer shall begin construction of Phase One of the Sewer Improvements by June 30, 2022.

(c) **End of Construction.** Developer shall complete construction of the Sewer Improvements by December 31, 2023.

8.7 **Reimbursement for Construction Costs of Sewer Improvement.**

(a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.

(b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.

(c) **Developer Reimbursement Schedule for Construction of Sewer Improvements.** The City shall reimburse the Developer for approved costs based on the Developer's bi-monthly request, with payment to be made in the amount of the cost of the request within twenty business (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Sewer Improvements shall be treated as individual projects as it relates to payments.

Ten percent (10%) retainage will be held from all payments and returned at Substantial Completion of each phase of the sewer as specified in Section 8.6(a) of this Agreement.

(d) **Competitive Bidding.** All contracts for construction of the Sewer Improvements shall be competitively bid according to state law.

8.8 **Future Lift Station.** The future lift station, depicted on **Exhibit F**, will not be constructed concurrently with the other Sewer Improvements, and will serve the entire basin, including only a portion of Chisholm Summit. Provided the future lift station is constructed prior to December 31, 2025 and provided funds are available, the City agrees to participate in the cost of the future lift station by contributing up to fifty percent (50%) of the total cost, based on a calculation of how much of the lift station's capacity is needed to serve Chisholm Summit. The City will pay for the pro rata cost allocated to areas outside of Chisholm Summit capped at fifty percent (50%) of the total cost of the future lift station. By way of example, if the cost of the future lift station is one million dollars and 40% of the capacity is attributable to Chisholm Summit, the City would pay $500,000. If 70% of the capacity is attributable to Chisholm Summit, the City will pay $300,000.

ARTICLE 9.
PARKLAND IMPROVEMENTS

9.1 **Dedication.** The Developer proposes to dedicate 102 acres of parkland according to the Preliminary Park and Trails Plan attached as **Exhibit D** to this Agreement. In no instance shall the parkland dedication be less than 90 acres. All parkland dedication shall be made at the time of final platting of each phase and shall be conveyed to the City free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. All public parkland needs to be so indicated on the plat. Any areas that will be private common space need to be delineated clearly on the plat.

9.2 **Park and Trail Plan.** The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails Plan shall be included with each Approved Plat for each phase, subject to approval by the City Council. The Final Parks and Trails Plan shall be in full conformance with the Development Standards attached as **Exhibit C** and shall be subject to approval by the City Council. Although the Final Parks and Trails Plan is submitted in conjunction with the plat, approval by the City Council is not ministerial, and when approved shall be considered an amendment to this Agreement.

9.3 **Construction of Parkland Improvements.** The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the Roadway Improvements, and Sewer Improvements of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.

9.3 **Maintenance of Parks and Trails.** The Public Improvement District created pursuant to Section 10 below will fund park maintenance.

ARTICLE 10.
PUBLIC IMPROVEMENT DISTRICT

10.1 **Creation.** Within 180 days after the Effective Date, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.

10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer for capital expenditures to construct parks and trails and to provide maintenance for Chisholm Summit parks and trails dedicated to the public.

ARTICLE 11.
DEDICATION FOR PUBLIC SAFETY

Developer agrees to dedicate at least three (3) acres on the Property to the City for a public safety facility to be constructed by the City, and for other municipal purposes. The Parties will mutually agree on the location of the dedicated land which shall be conveyed no later than thirty-six (36) months after the Effective Date of this Agreement.

ARTICLE 12.
DEFAULT AND REMEDIES

12.1 In the event: (i) the Developer or the Current Owners fail to comply with the terms of this Agreement; (ii) the Developer or the Current Owners have delinquent ad valorem or sales taxes owed to the City (provided that the Developer or the Current Owners retain the right to timely and properly protest and/or contest any such taxes); (iii) upon the

occurrence of any Event of Bankruptcy or Insolvency by the Developer or the Current Owners prior to substantially completion of the Public Improvements; or (iv) the Developer the Current Owners materially breach any of the material terms and conditions of this Agreement, then the Developer the Current Owners, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Developer or the Current Owners (and its assignees) written notice of such breach and/or default, and if the Developer or the Current Owners have not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to the Developer the Current Owners, and the City shall have no further obligation to the Developer the Current Owners.

12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.

12.3 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 13.
DEBT ISSUANCE

The BEDC commits to issue debt to fund the Roadway Improvements and the City may deem it appropriate to fund the Sewer Improvements with debt issuance. Their obligation to fund the Reimbursement is contingent upon required state approval of the issuance. In the event debt is not approved, the Developer or the City may terminate this Agreement.

ARTICLE 14.
REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the

application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national mode code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 15.
AUTHORITY; COMPLIANCE WITH LAW

15.01 Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

15.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

15.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.

15.04 Developer shall remain current on all ad valorem taxes owed by him to the City and other taxing jurisdictions subject to his right to protest under the Tax Code.

ARTICLE 16.
RIGHT OF OFFSET

Developer agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Developer may respond or act, City may offset the amount of any compensation due to Developer for any calendar year under this Agreement against unpaid Impositions any amount which is: (i) lawfully due to City from

Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction by Developer.

ARTICLE 17.
VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 18.
FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 19.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

16.01 **No Benefit.** Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

16.02 **Right of Reimbursement.** Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 20.
ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the City Council, except to End Users, which are defined as purchasers of the individual platted lots.

ARTICLE 21.
INDEMNIFICATION

DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF Developer OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

ARTICLE 22.
NO JOINT VENTURE

It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of Chisholm Summit.

ARTICLE 23.
RECORDATION AND APPLICABILITY TO PROPERTY

Pursuant to the requirements of Section 212.172(c) of the Local Government Code, the Current Owners shall record this Agreement, and all amendments to this Agreement, in the real property records of Johnson County, Texas, and shall provide a file-marked copy of the recorded Agreement to the City within ten (10) days after its execution. This Agreement shall be binding upon the City, the BEDC, the Current Owners, any lender that has become an assignee, and any other assignee, and their respective successors and assigns. The Parties agree that this Agreement benefits and burdens the Property and touches and concerns the Property. The rights and obligations under this Agreement are intended to be covenants running with the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any End User except for land use and development regulations including building material requirements that apply to the lot in question.

ARTICLE 24.
CHANGES IN STATE OR FEDERAL LAWS

If any state or federal law changes so as to make it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

ARTICLE 25.
ADDITIONAL DOCUMENTS AND ACTS

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement. The City Council authorizes the City Manager or his designee to execute these documents.

ARTICLE 26.
INTERPRETATION

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

ARTICLE 27.
AUTHORITY TO EXECUTE

The City and the BEDC warrant that this Agreement has been approved by the City Council and the BEDC in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Current Owners warrant that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement or other applicable organizational documents of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee or lender who becomes a Party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee or lender and that the individual executing this Agreement on behalf of such assignee or lender has been authorized to do so.

ARTICLE 28.
TAKINGS IMPACT ASSESSMENT

Current Owners expressly and unconditionally waives and releases the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, as it may apply to this Agreement or the Project.

ARTICLE 29.
DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Reimbursement received by Developer under this Agreement, Developer hereby agrees to donate the land necessary to construct the Public Improvements to the City and Developer further agrees that such land is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Private Improvements. Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

ARTICLE 30.
PRIOR DEVELOPMENT AGREEMENTS

The following listed development agreements entered into under Chapter 43 and Section 212.172 of the Texas Local Government Code are hereby terminated and of no further effect and the Parties agree that the Property may be annexed in its entirety:

(a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;

(b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;

(c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;

(d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and

(e) Development Agreement between the City of Burleson and Jerry Donahew, dated October 29, 2014, recorded under Instrument Number 2014-24176, Johnson County Real Property Records, Johnson County, Texas.

Further, the Parties agree if any portion of the Property is subject to a development agreement with the City not listed above, such development agreement is hereby terminated and of no further effect, but only to the extent such development agreement includes real property included in the Property. In the event a development agreement also includes real property that is not included in the Property, the development agreement shall continue in full force and effect over the real property not included in the Property, but shall be terminated as to the real property included in the Property.

ARTICLE 31.
MISCELLANEOUS MATTERS

31.01 **Time is of Essence.** Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

31.02 **Agreement Subject to Law.** This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.

31.04 **Counterparts Deemed Original.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

31.05 **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

31.06 **Complete Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

31.07 **No Waiver.** Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

31.08 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt

requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: R.A. Development, Ltd.
236 E. Ellison St.
Burleson, TX 76028

City: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

BEDC: Burleson EDC President
141 West Renfro
Burleson, Texas 76028

With a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

CURRENT OWNERS:

Burleson Development, Inc.
236 E. Ellison St.
Burleson, TX 76028

B & G South Metro, LP
236 E. Ellison St.
Burleson, TX 76028

Rocky Bransom
236 E. Ellison St.
Burleson, TX 76028

Rocky Bransom et ux Angela

236 E. Ellison St.
Burleson, TX 76028

Rocky and Angela Bransom
236 E. Ellison St.
Burleson, TX 76028

Alta Burl, LP
3000 Altamesa Blvd, Ste. 300
Fort Worth, TX 76133

Janice Yvonne Jackson
1517 CR 914
Burleson, TX 76028

The Jackson Family Trust
1517 CR 914
Burleson, TX 76028

31.09 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

31.10 **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: _____
Bryan Langley, City Manager

Date: 6/9/21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on June 9, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

KAREN E. GOODMAN
Notary Public, State of Texas
Comm. Expires 08-24-2021
Notary ID 125391700

_____
Notary Public, State of Texas

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Dan McClendon

Title: Board President

Date: June 9, 2021

STATE OF TEXAS
COUNTY OF Johnson / Tarrant

This instrument was acknowledged before me on 6/9, 2021 by Dan McClendon, known personally by me to be the Board President of THE Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

_____
Notary Public, State of Texas

JESSE ELIZONDO
Notary Public, State of Texas
Comm. Expires 09-19-2021
Notary ID 129548426

R.A. Development, Ltd.
a Texas limited partnership

By: Bransom Management, LLC
Its general partner

By: _____
Rocky Bransom, its Member

Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of Bransom Management, LLC the general partner of R.A. Development, Ltd, on behalf of said entity.

[Notary Seal]

KAREN E. GOODMAN
Notary Public, State of Texas
Comm. Expires 08-24-2021
Notary ID 125391700

Karen E. Goodman
Notary Public, State of Texas

BURLESON DEVELOPMENT, INC.
a Texas corporation

By: _____
Rocky Bransom
its President and Director

Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be the president and director of Burleson Development, Inc., on behalf of said entity.

[Notary Seal]

_____
Notary Public, State of Texas

KAREN E. GOODMAN
Notary Public, State of Texas
Comm. Expires 08-24-2021
Notary ID 125391700

B & G South Metro, LP
a Texas limited partnership

By: B.G.S.M. Management Company, LLC
Its general partner

By: _____
Rocky Bransom, its Member

Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me to be a member of B.G.S.M. Management Company, LLC the general partner of B & G South Metro, LP, on behalf of said entity.

[Notary Seal]

KAREN E. GOODMAN
Notary Public, State of Texas
Comm. Expires 08-24-2021
Notary ID 125391700

Karen E. Goodman
Notary Public, State of Texas

ROCKY BRANSOM

By: _____
Rocky Bransom

Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]

KAREN E. GOODMAN
Notary Public, State of Texas
Comm. Expires 08-24-2021
Notary ID 125391700

_____
Notary Public, State of Texas

et ux ANGELA

By: _____
Angela Bransom

Date: 6-9-21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]

DEBBIE COGBURN
MY COMMISSION EXPIRES
04/07/2025
NOTARY ID: 538891-1

_____
Notary Public, State of Texas

ROCKY and ANGELA BRANSOM

By: _____
Rocky Bransom

Date: 6-9-21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 9, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]

KAREN E. GOODMAN
Notary Public, State of Texas
Comm. Expires 08-24-2021
Notary ID 125391700

Karen E. Goodman
Notary Public, State of Texas

By: _____
Angela Bransom

Date: 6-9-21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 6-9-21, 2021 by Angela Bransom, known personally by me.

[Notary Seal]

DEBBIE COGBURN
MY COMMISSION EXPIRES
04/07/2025
NOTARY ID: 538891-1

Debbie Cogburn
Notary Public, State of Texas

Alta Burl, LP
a Texas limited partnership

By: Eyesight Ventures, LLC
Its general partner

By: _____
David C. Shanks, its Manager

Date: 6/10/2021

STATE OF ~~TEXAS~~ ALASKA
COUNTY OF 3rd Judicial district

This instrument was acknowledged before me on June 10, 2021 by David C. Shanks, known personally by me to be the manager of Eyesight Ventures, LLC the general partner of Alta Burl, LP, on behalf of said entity.

[Notary Seal]

Sharon Long
NOTARY PUBLIC
STATE OF ALASKA
My Commission Expires March 18, 2025

_____
Notary Public, State of ~~Texas~~ ALASKA

JANICE YVONNE JACKSON

By: _____
Janice Yvonne Jackson

Date: 6-10-2021

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me.

[Notary Seal]
AMIE J NELSON
Notary Public, State of Texas
Comm. Expires 01-25-2023
Notary ID 1070640-8

_____
Notary Public, State of Texas

JACKSON FAMILY TRUST

By: _____ TTE
Janice Yvonne Jackson, a Trustee

Date: 6-10-2021

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on 6-10, 2021 by Janice Yvonne Jackson, known personally by me to be a trustee of the Jackson Family Trust.

[Notary Seal]

_____
Notary Public, State of Texas

Jan
AMIE J NELSON
Notary Public, State of Texas
Comm. Expires 01-25-2023
Notary ID 1070640-8

Exhibit A

Chisholm Summit Real Estate Location Map

EXHIBIT A
CHISHOLM SUMMIT LOCATION MAP

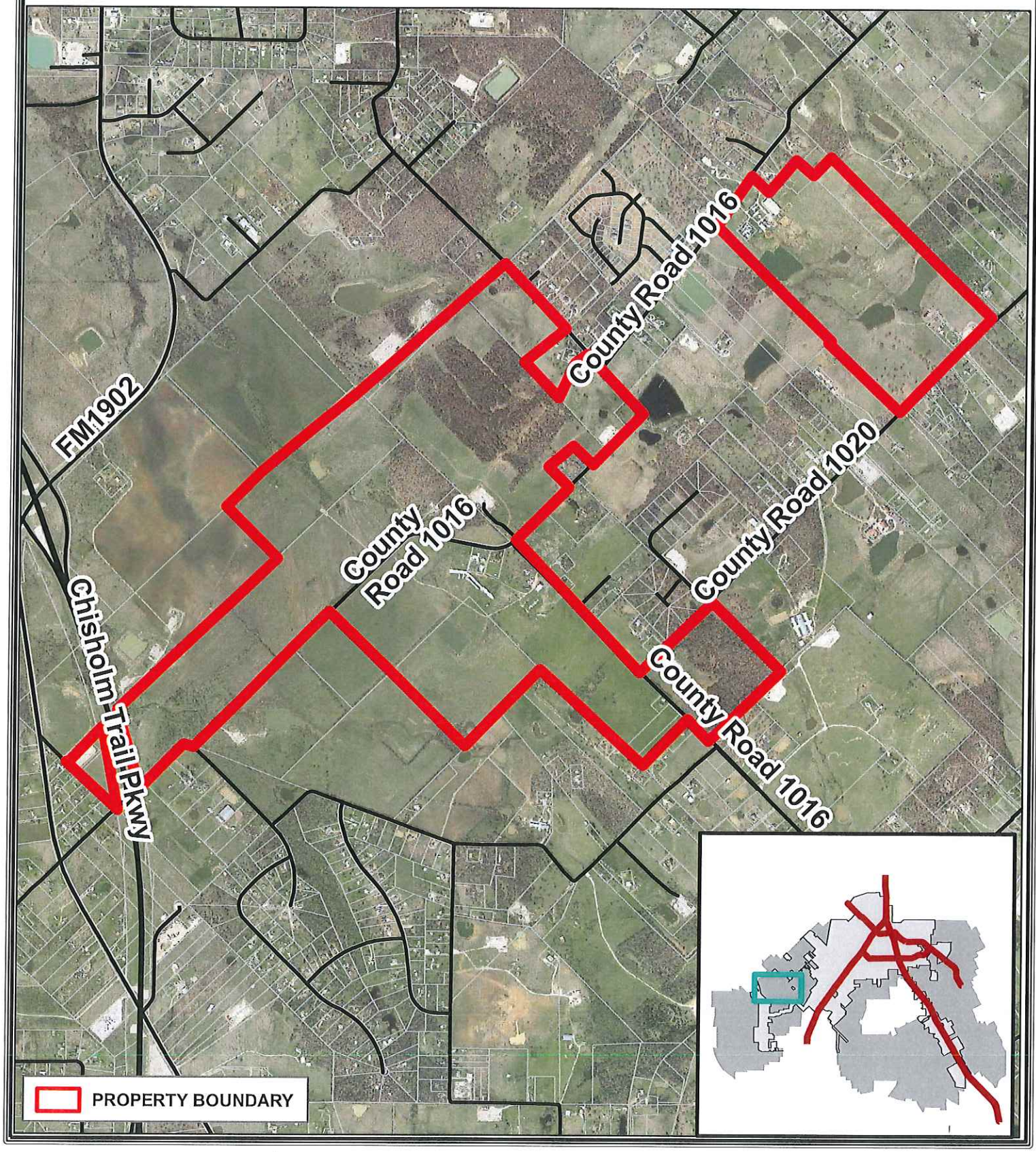


Exhibit A-1

Burleson Development Inc Parcel Location Map

EXHIBIT A - 1
BURLESON DEVELOPMENT INC. PARCEL
LOCATION MAP

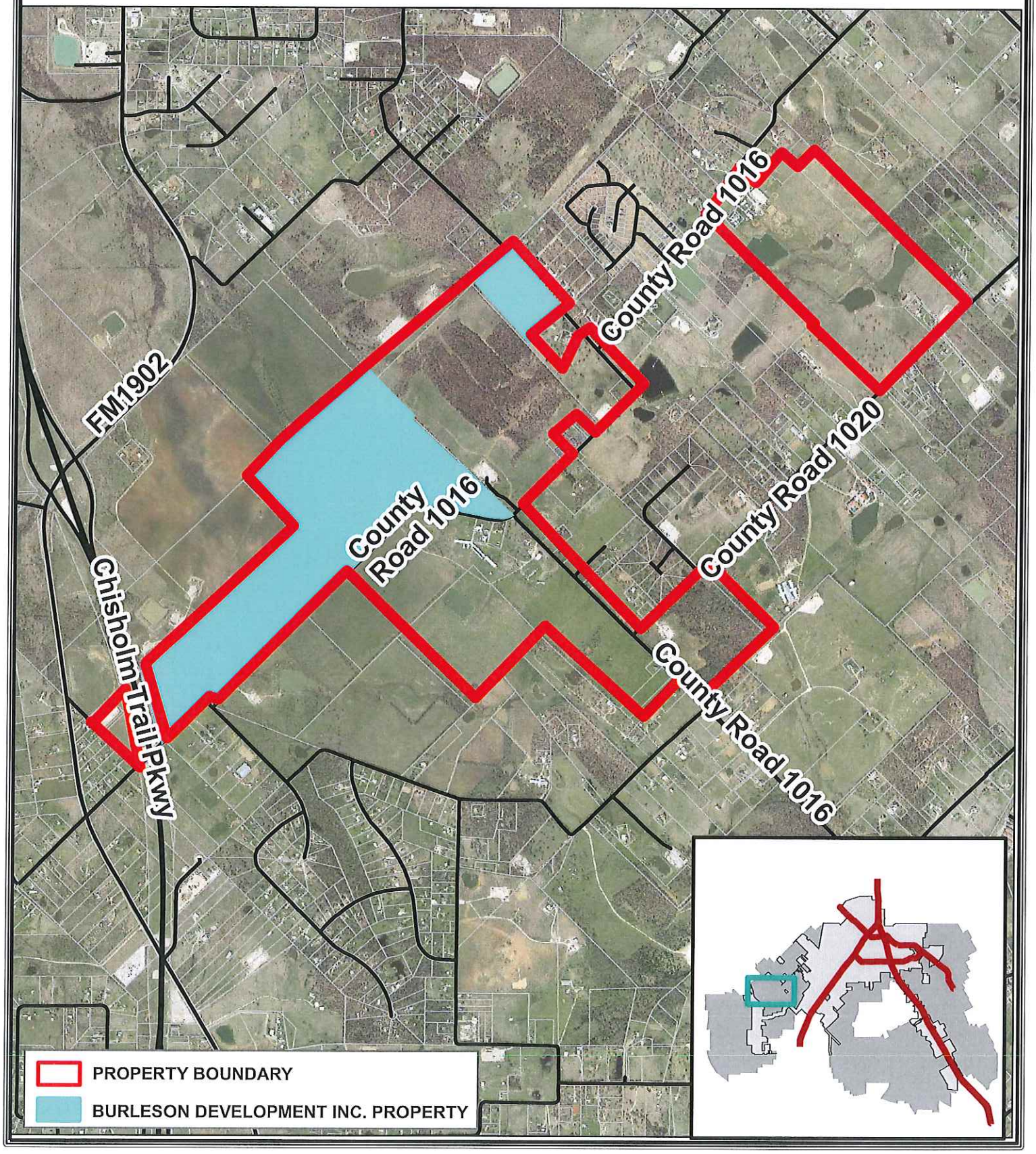


Exhibit A-2

Alta Burl LP Parcel Location Map

EXHIBIT A - 2
ALTA BURL LP PARCELS
LOCATION MAP

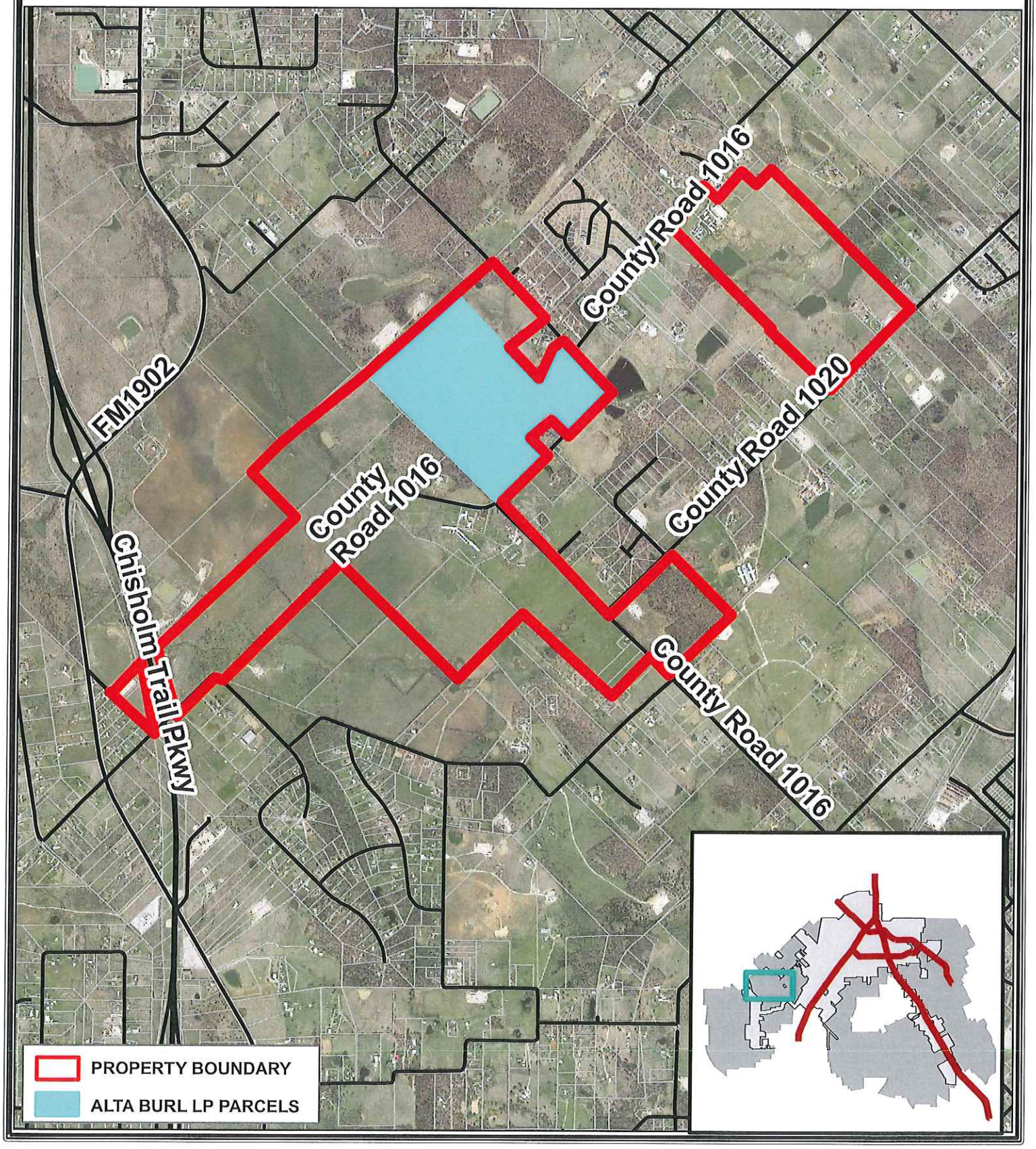


Exhibit A-3

Jackson Family Trust Parcel Location Map

EXHIBIT A - 3
JACKSON FAMILY TRUST PARCELS
LOCATION MAP

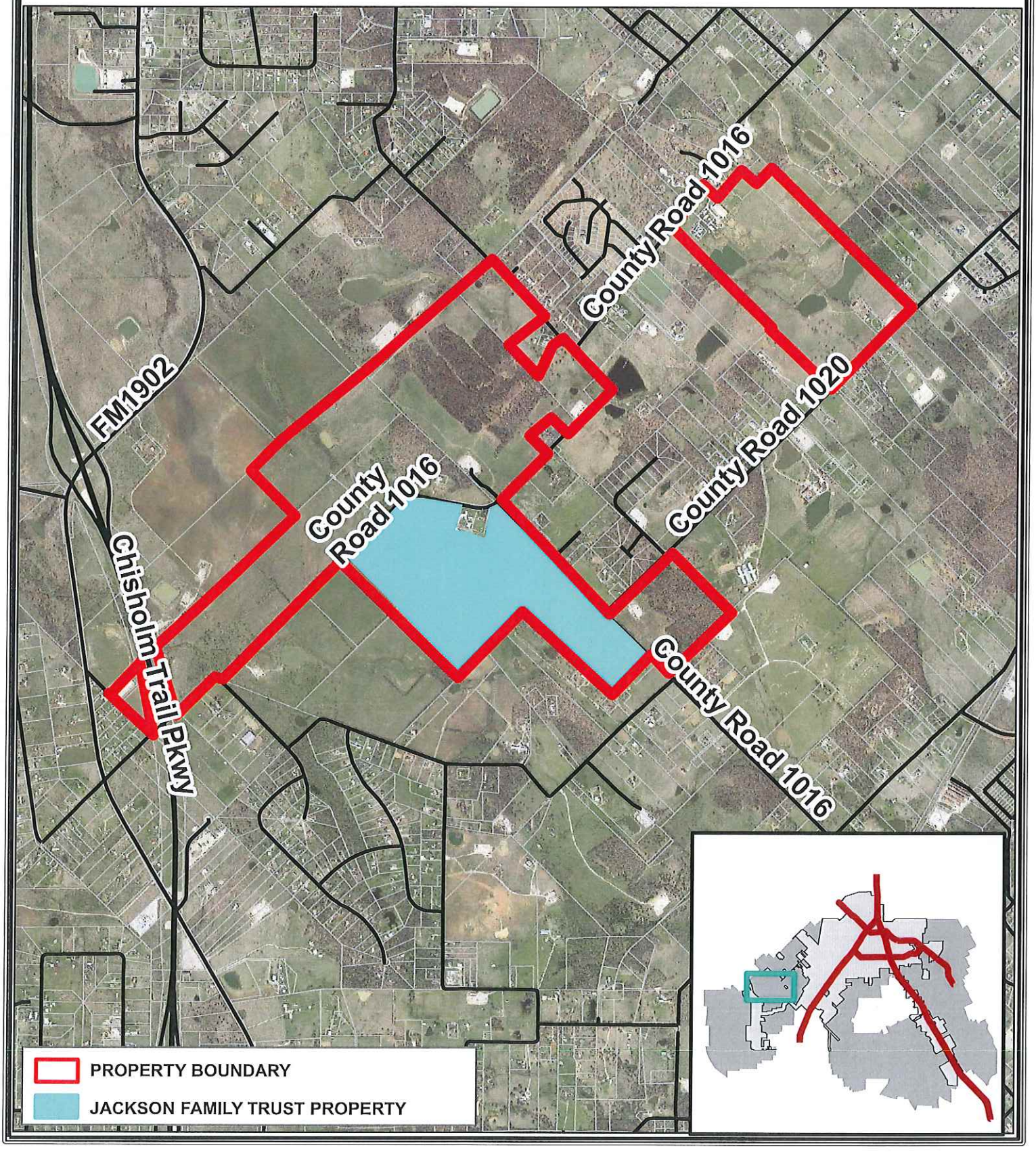


Exhibit A-4

Janice Yvonne Jackson Parcel Location Map

EXHIBIT A - 4
JANICE YVONNE JACKSON PARCELS
LOCATION MAP

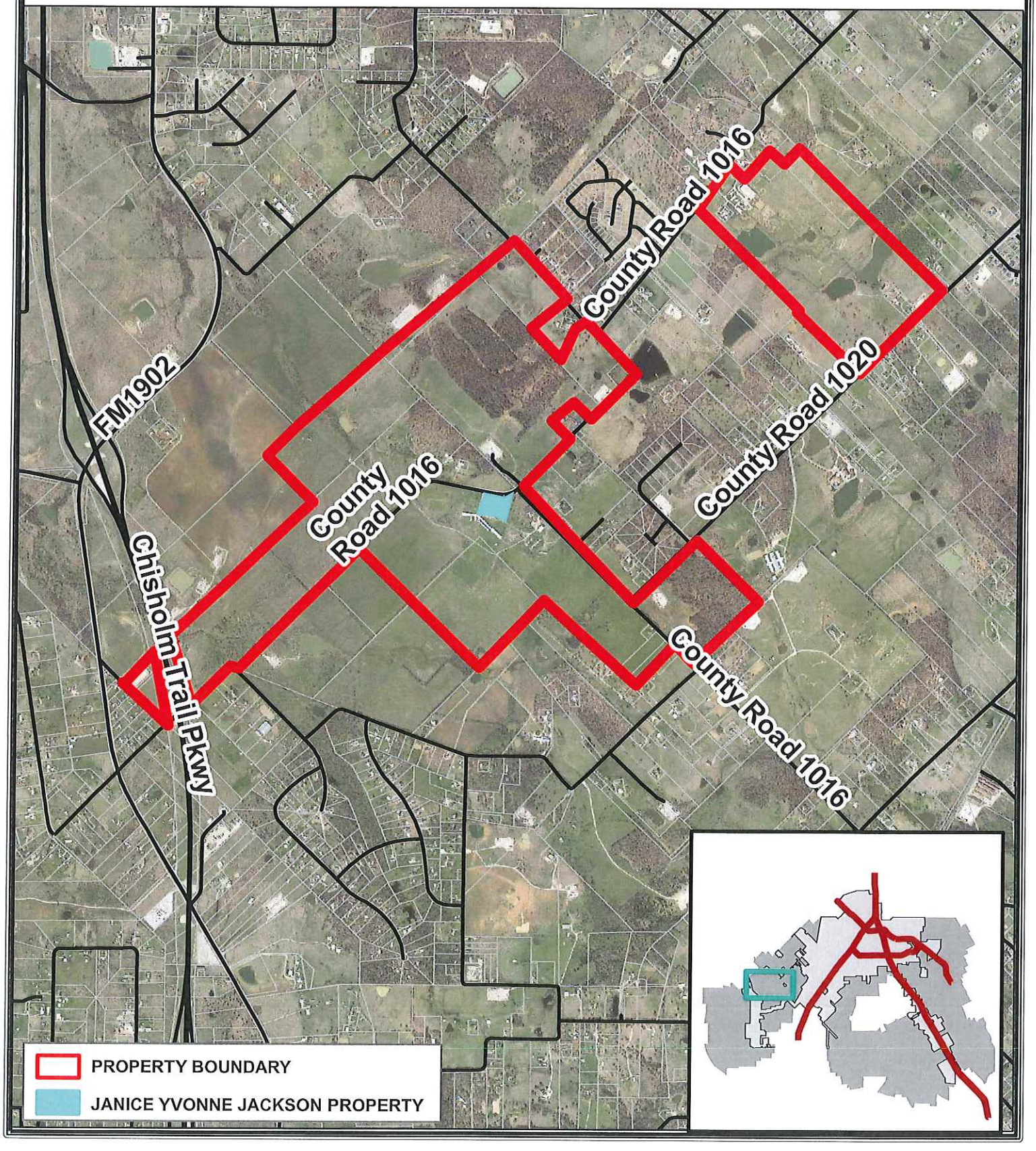


Exhibit A-5

B&G South Metro LP Parcel Location Map

EXHIBIT A - 5
B&G SOUTH METRO LP
LOCATION MAP

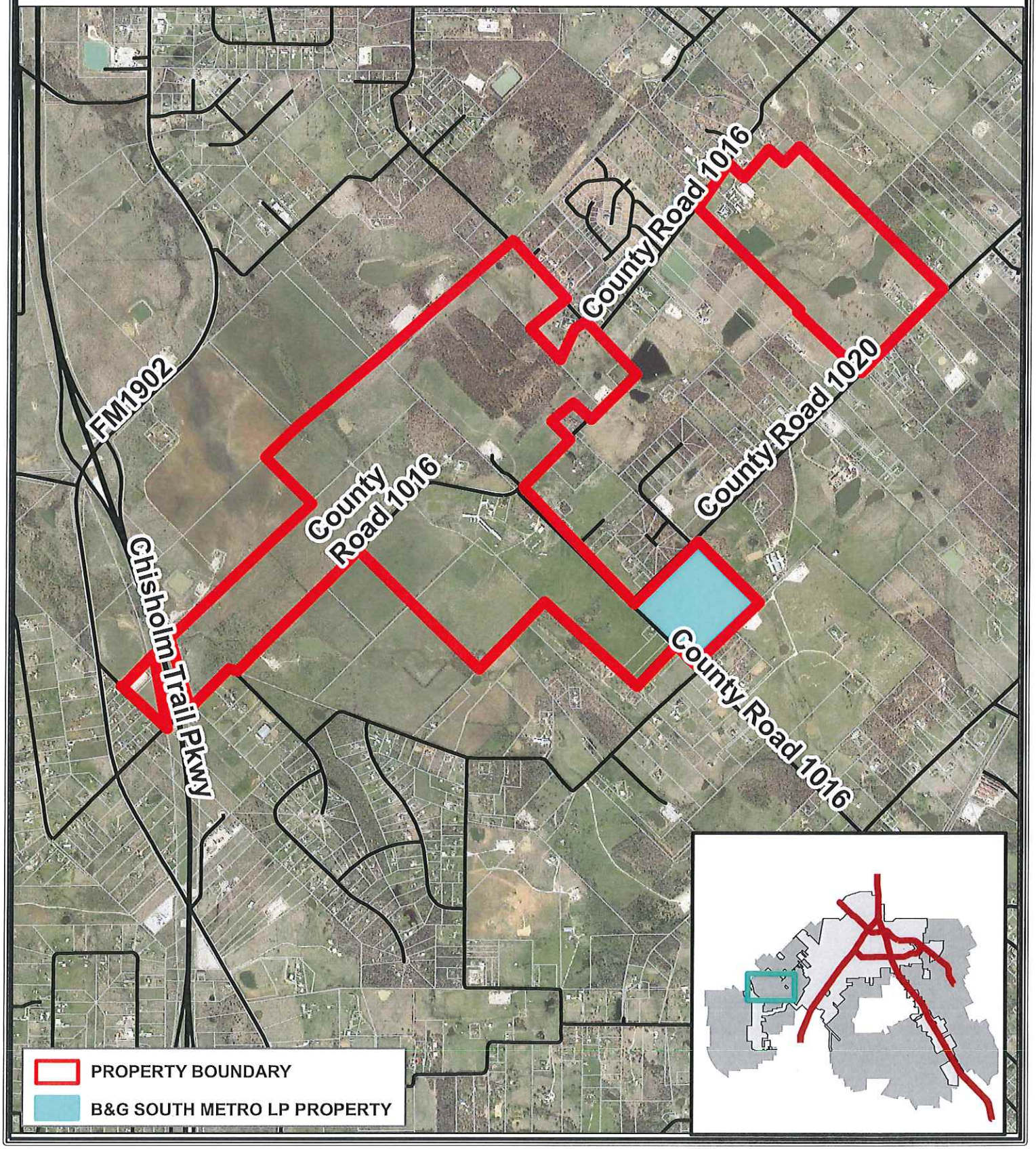


Exhibit A-6

Rocky Bransom Parcel Location Map

EXHIBIT A - 6
ROCKY BRANSOM PARCELS
LOCATION MAP

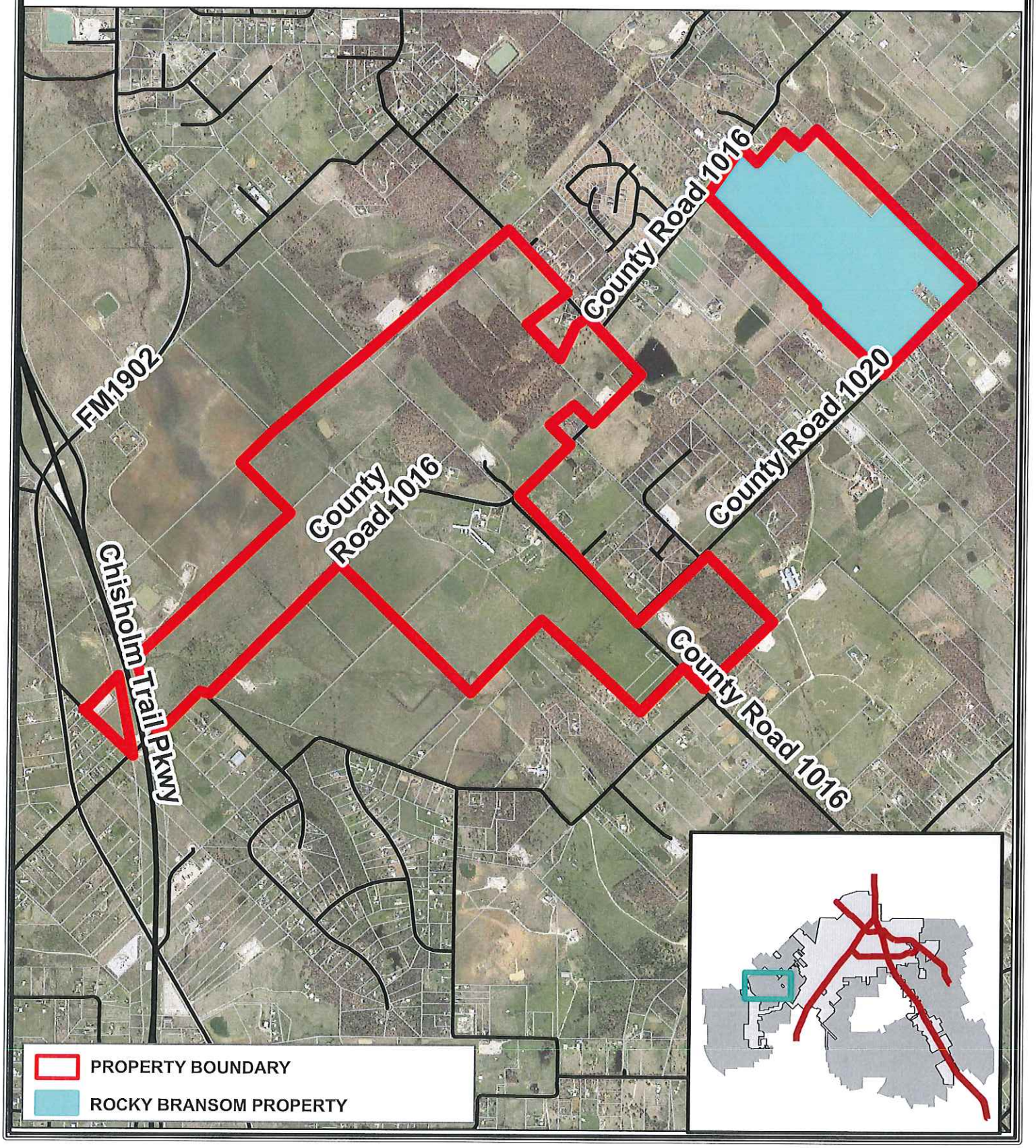


Exhibit A-7

Rocky & Angela Bransom Parcel Location Map

EXHIBIT A - 7
ROCKY AND ANGELA BRANSOM PARCELS
LOCATION MAP

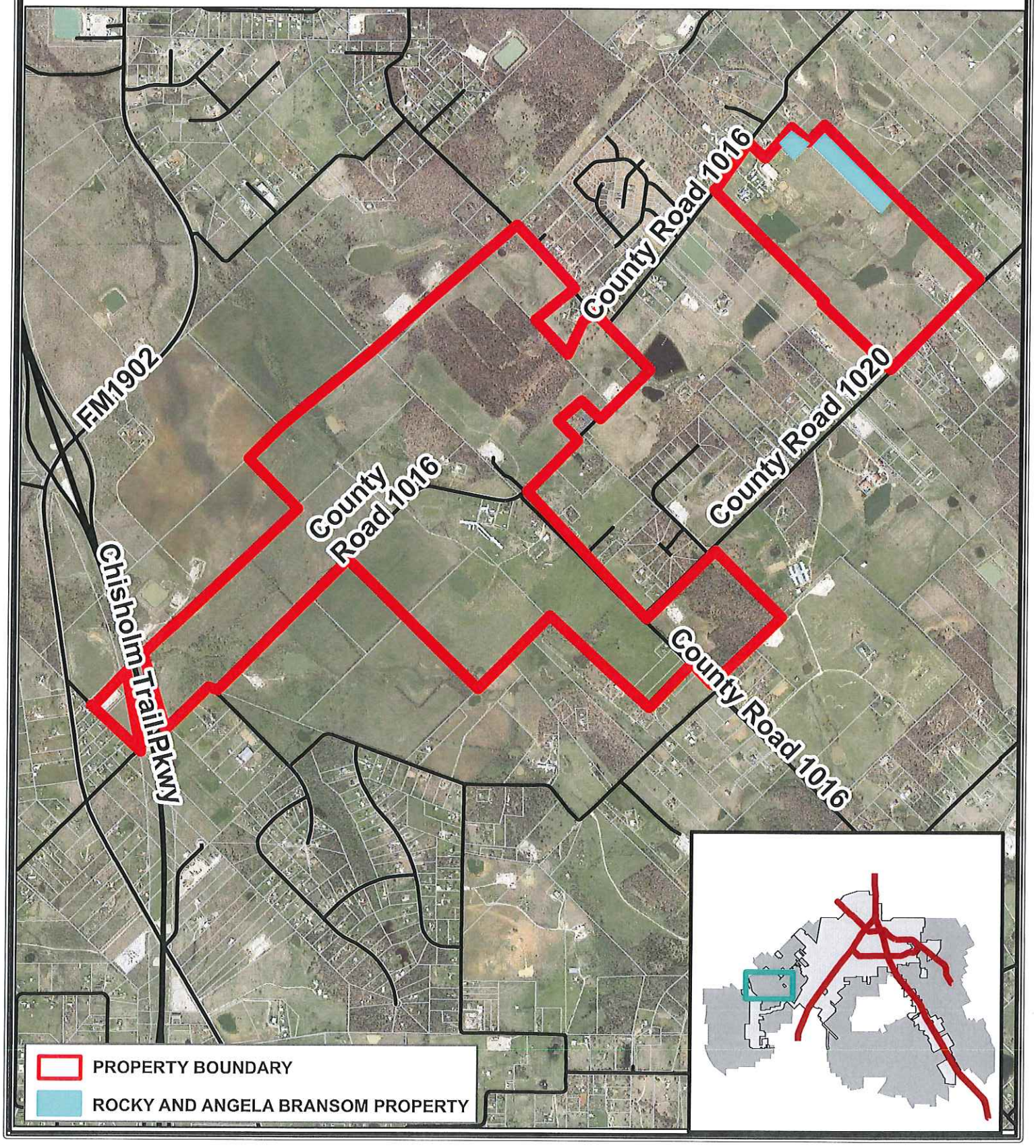


Exhibit A-8

RA Development Ltd Parcel Location Map

EXHIBIT A - 8
RA DEVELOPMENT LTD. PARCELS
LOCATION MAP

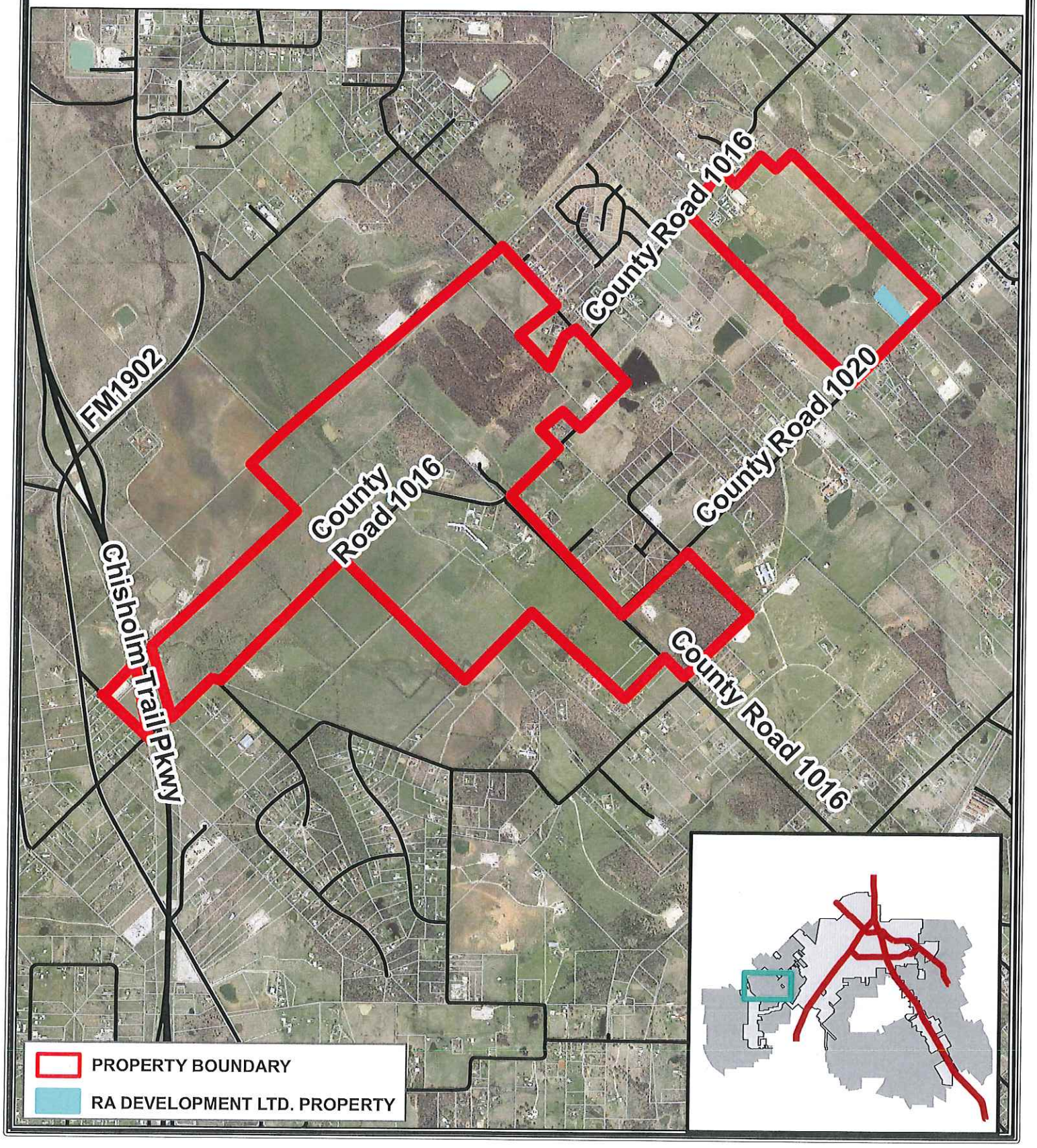


Exhibit A-9

Hooper & Co Parcel Location Map

EXHIBIT A - 9
HOOPER & CO PARCELS
(TO BE OWNED BY BEDC)
LOCATION MAP

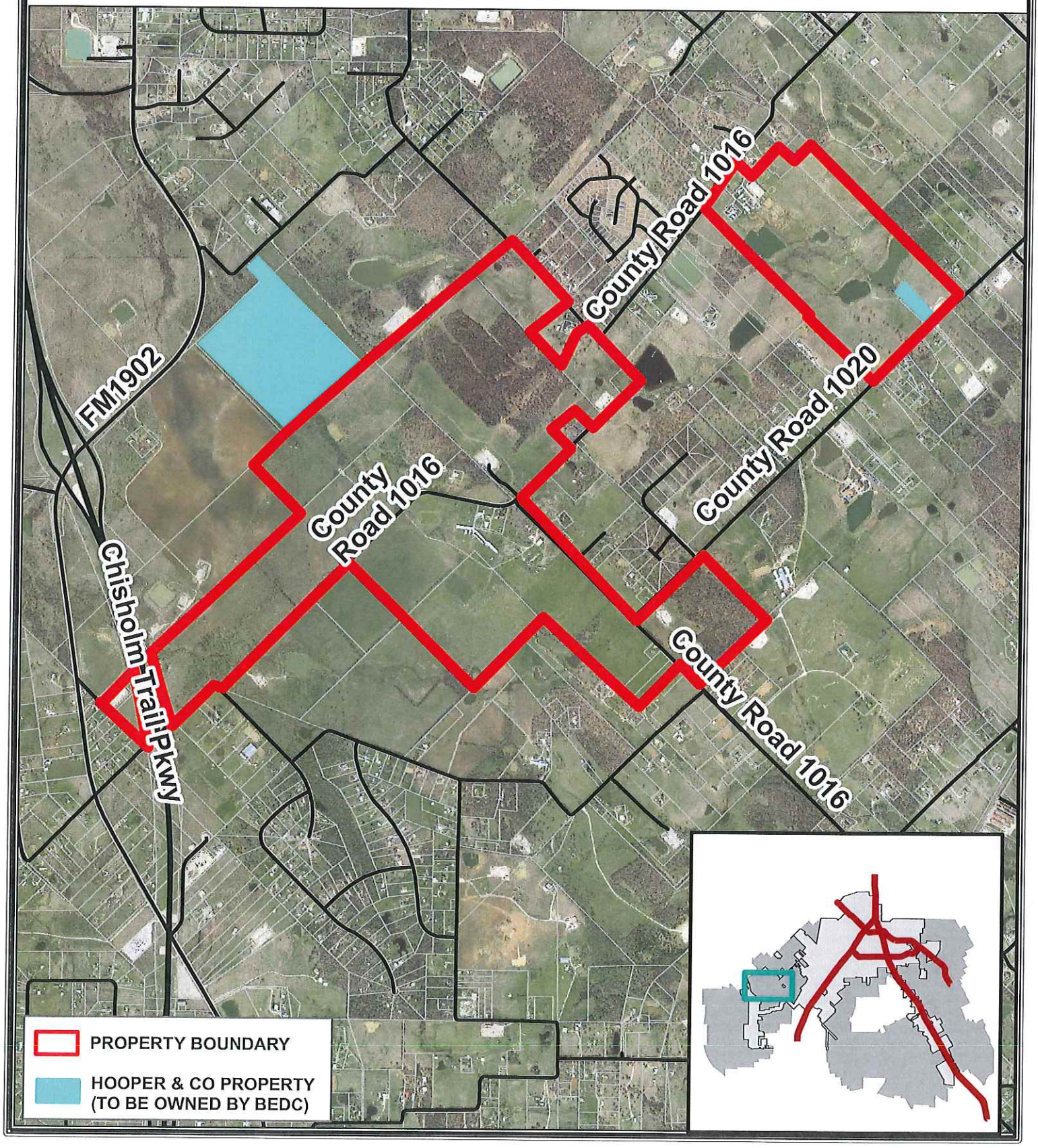
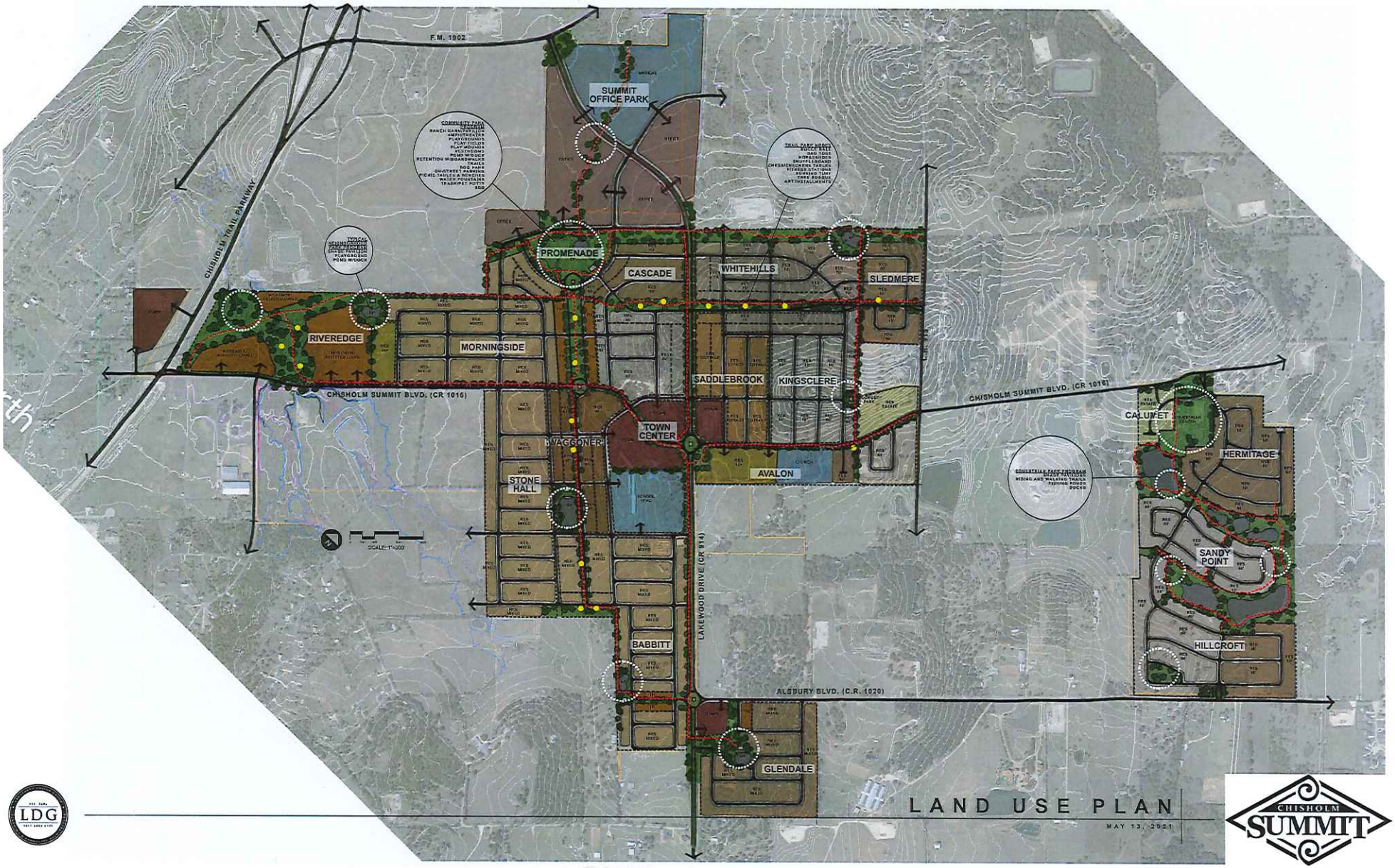


Exhibit B

Preliminary Concept Plan



LAND USE PLAN

MAY 13, 2021

Exhibit C

Development Standards

EXHIBIT C
DEVELOPMENT STANDARDS

SECTION 1: GENERAL

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the 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 and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

(i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
(ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
(iii) the Development Standards;
(iv) the Subdivision and Development Ordinance and Design Standards Manual;
(v) the Building Codes;
(vi) the Approved Plats; and
(vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

SECTION 3: PROCESS

1. The development will follow all standard City processes for platting, zoning, and plan review.

2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:

   (i) Land uses

   (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans

   (iii) Designated Open Space

   (iv) Park proximities

   (v) Landscape Plan

   (vi) Trail Plan

   (vii) Park acreage – both for the current development plan and cumulative of prior development plans.

3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.

2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.

3. The general components of the theme can be described literally as:

   (i) "Western" focused around keyword concepts "rustic", "growth", "horses", "folk", "gateway", and "progress"

   (ii) "Active" focused around keyword concepts like "trails", "outdoors", "purpose", "movement", and "nature"

   (iii) "Family" focused around keyword concepts like "together", "community", "neighbors", "generational", and "care"

SECTION 5: LOT STANDARDS

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% - Unlimited	
Estate	100'	12000	2800	42	2.78%	0% - Unlimited	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%	
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%	Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.

3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.

2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.

   (i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.

   (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.

3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:

   (i) Carriage style garage door
   (ii) Garage door not facing the street
   (iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
   (iv) Eyebrow or arched front windows
   (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

(vi) Covered front porches of a minimum of 50 square feet
(vii) Front porch railings of either wood or wrought iron
(viii) Front door with at least 20% area covered with decorative glass or wrought iron
(ix) Cupolas or turrets
(x) Dormers
(xi) Gable
(xii) Decorative attic or gables feature, minimum 2 square feet
(xiii) Two or more offsets in the front façade of at least 24" depth
(xiv) Metal roof accents
(xv) Recessed entry, an minimum of three (3') deep
(xvi) Variable roof pitch equal to or greater than 8:12
(xvii) Exterior shutters on at least 75% of the windows on the front façade
(xviii) Masonry arches
(xix) At least two types of masonry materials (stone, brick or stucco)

4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.

5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.

6. The Planned Development Ordinance will establish anti-monotony standards.

7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.

2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.

3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.

5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).

6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.

7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.

8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.

9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.

10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.

    (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.

    (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.

    (iii) Parks shall generally be constructed in accordance with the following:

    - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.

- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.

- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided

- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.

- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	**Community Park**	**Neighborhood Park**
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
Secondary		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.

- Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.

- Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.

(iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:

- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.

(v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.

2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.

3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.

4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.

5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:

   (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.

   (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.

   (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.

   (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.

   (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.

   (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.

   (vii) Any transitional fencing must meet City's fencing and screening ordinance.

   (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.

   (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.

2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

SECTION 11: STREET LAYOUT

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.

2. Roadways shall meet the following general design guidelines:

   (i) Lakewood Blvd.
   - Minimum 4 lanes
   - minimum 120 foot ROW
   - Trail component
   - landscaped parkways and/or medians

   (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.

   (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.

3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:

   (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
   (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
   (iii) Cul de sacs
   (iv) Short block lengths
   (v) Curvilinear methods, if necessary

4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards

3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:

   (i) 6-foot trail comprised of two 3-foot tread areas
   (ii) 4-foot trail comprised of two 2-foot tread areas
   (iii) Material of native soil with no road base plus wood chip in low drainage areas
   (iv) Material of native soil with mixed-in crushed rock aggregate where needed
   (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.

4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.

   (i) Bocce Ball
   (ii) Bag Toss
   (iii) Horseshoes
   (iv) Shuffleboard
   (v) Chess/Checkers Tables
   (vi) Fitness Stations
   (vii) Art Installments
   (viii) Science/Engineering Installments

   A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

SECTION 13: LIGHTING

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.

2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.

3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.

2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.

3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.

4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

1. Architectural features shall reflect the theme of the development.

2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.

3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.

4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.

2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.

3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:

   (i) Party rooms for HOA-member use
   (ii) Covered patio
   (iii) Fire pits
   (iv) Outdoor kitchen
   (v) Restrooms
   (vi) HOA office
   (vii) Pedestrian connections to Community Park amenities
   (viii) Dedicated parking for building use
   (ix) Strand light plaza

2. The building space will be privately-owned and maintained by the HOA.

3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.

3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.

4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

Exhibit C

Development Standards

Attachment 1

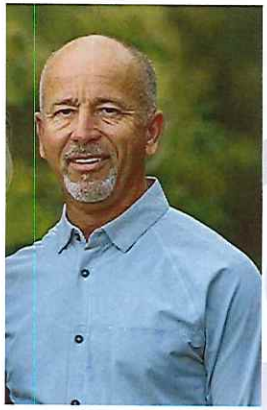
CHISHOLM SUMMIT

THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021

BURLESON DEVELOPMENT, INC.



ROCKY BRANSOM

Mr. Bransom has delivered several thousand lots into the Burleson market over the last 30 years. His experience in real estate extends past property development to every trade throughout the process in home construction, utilities, excavation and paving. Rocky has been committed to positive growth in the Burleson area and considers his roots here to be something that drives the quality of the final product.

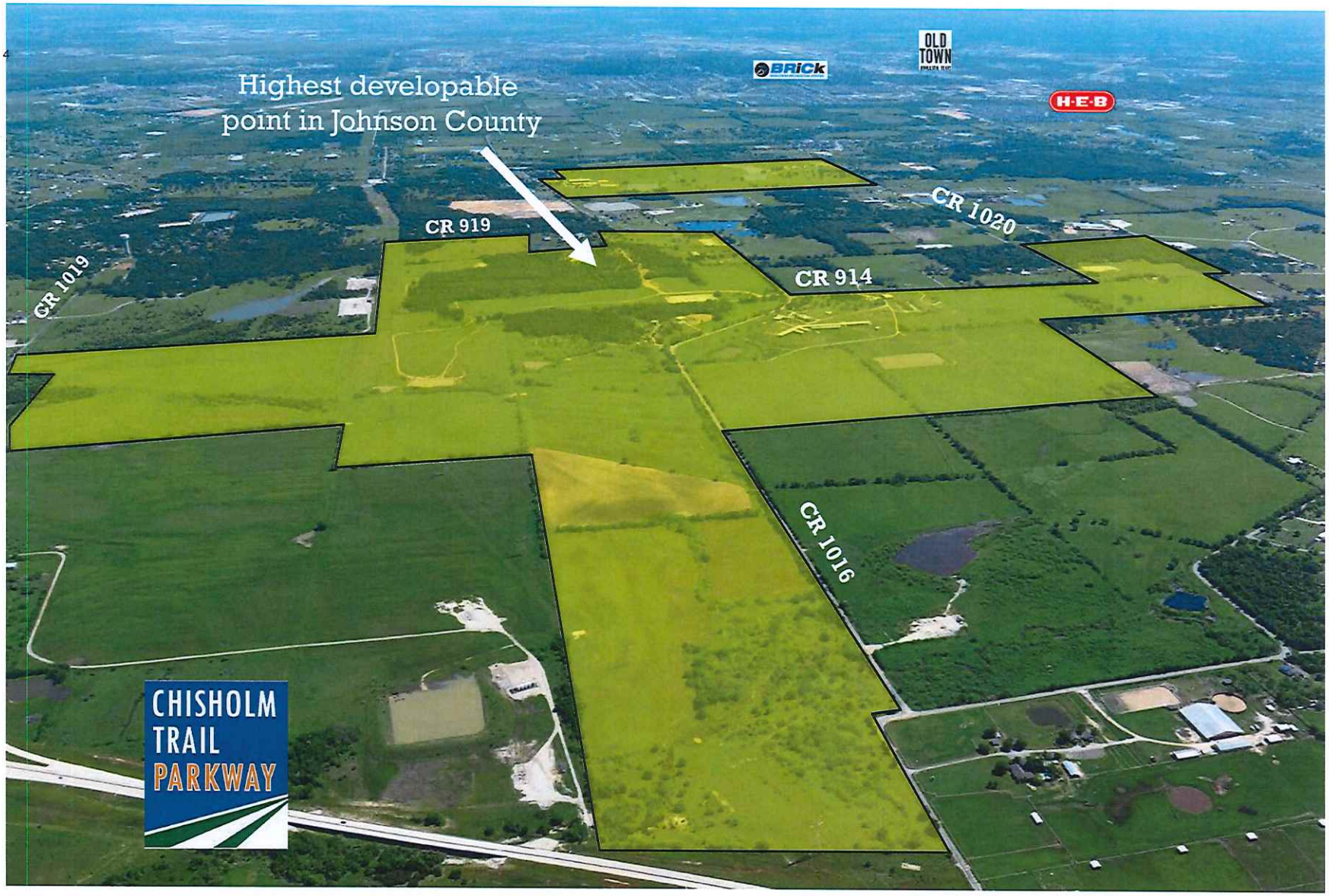


JUSTIN BOND

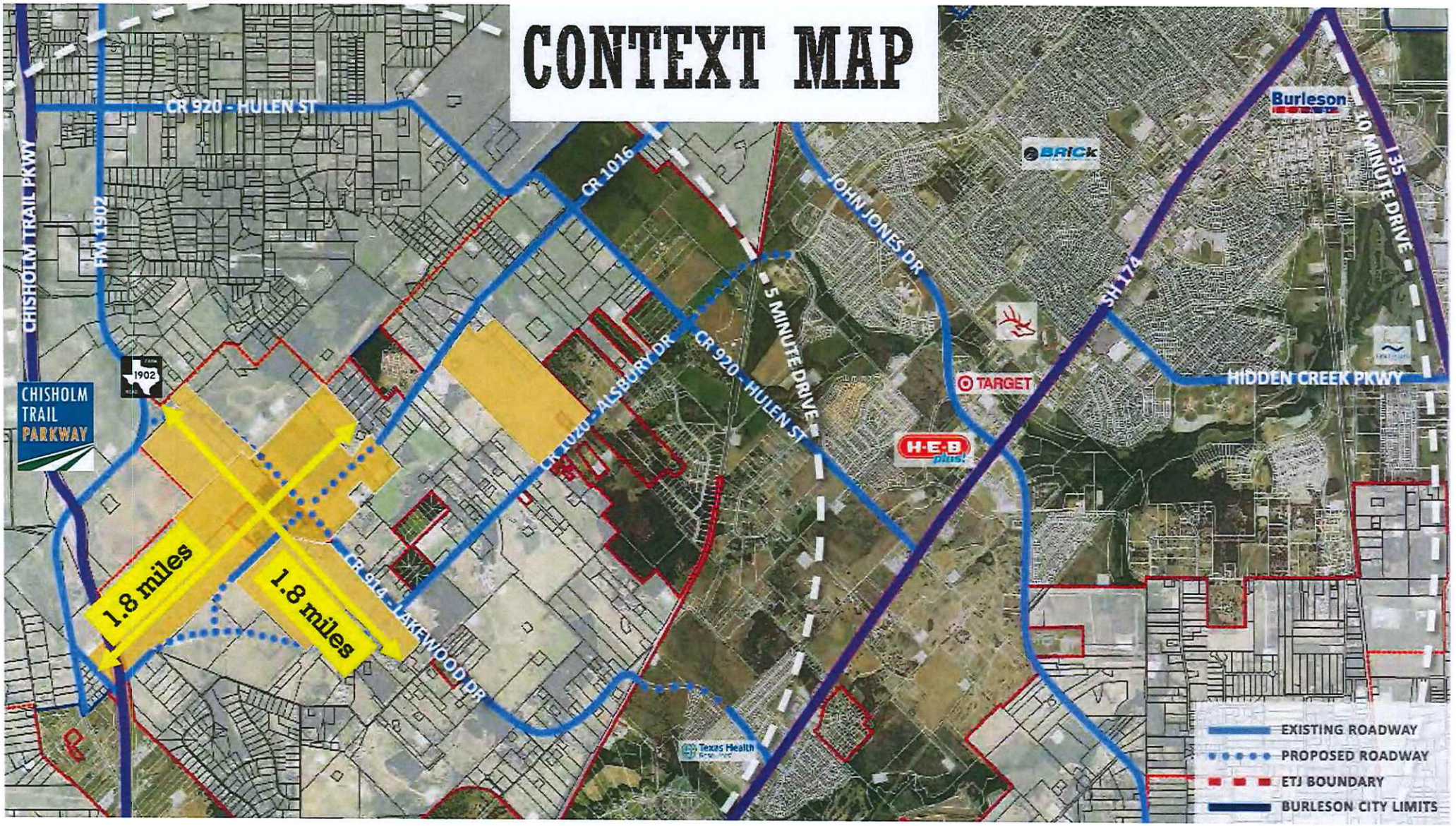
Mr. Bond has worked in land use development and construction for 15 years, from building schools to advocating for local natural gas development to promoting the growth of Burleson as a City director. Justin manages all development projects from design to construction for Rocky's companies. His family has proudly lived and worked in Burleson for nearly 60 years.

PROPERTY HISTORY

- 2005 – Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 – Development Agreements with CTP-area owners in Burleson extra-territorial jurisdiction to establish rules for future annexations
- 2016-2021 – Burleson Development, Inc. (Rocky Bransom) and affiliated partners coordinate acquisition of large parcels near the CTP
- 2018 – "Chisholm Summit", a residential community on the CTP, presented to the City for preliminary review but faced challenges related to sewer capacity
- 2019 – Wastewater Analysis for Chisholm Summit area conducted
- 2021 - Additional acquisitions and partnerships bring development of Chisholm Summit to approximately 915 acres


Highest developable
point in Johnson County
BRICK
OLD TOWN
H-E-B
CR 1020
CR 919
CR 914
CR 1019
CR 1016
CHISHOLM
TRAIL
PARKWAY

CONTEXT MAP


CR 920 - HULEN ST
CHISHOLM TRAIL PKWY
FM 1902
CR 1016
JOHN JONES DR
5 MINUTE DRIVE
CR 920 - HULEN ST
CR 1020 - ALSBURY DR
CR 914 - LAKEWOOD DR
SH 174
30 MINUTE DRIVE
I 35
HIDDEN CREEK PKWY
Burleson
BRICk
TARGET
H-E-B plus!
Texas Health
CHISHOLM TRAIL PARKWAY
1902
1.8 miles
1.8 miles
EXISTING ROADWAY
PROPOSED ROADWAY
ETJ BOUNDARY
BURLESON CITY LIMITS

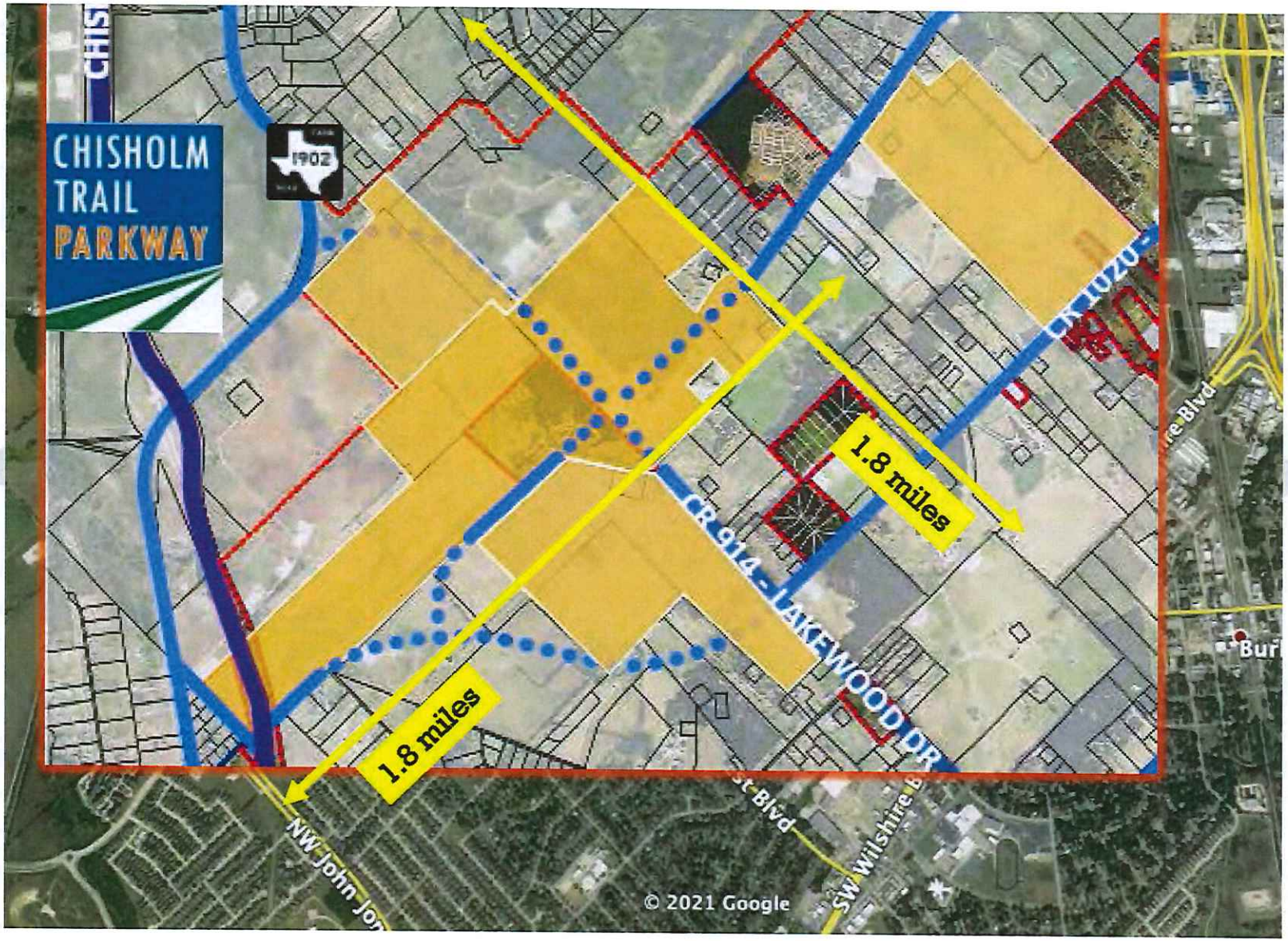

CHISHOLM TRAIL PARKWAY
1902
1.8 miles
1.8 miles
CR 914 - LAKEWOOD DR
CR 1020
NW John Jon
SW Wilshire B
© 2021 Google

EXHIBIT C
DEVELOPMENT STANDARDS

SECTION 1: GENERAL

On July 6, 2020, the City adopted Guidelines and Criteria for City Participation or Incentives for Master Planned Communities. The Developer has submitted an application for Chisholm Summit in accordance with the Guidelines. The application was submitted in the form of a presentation and is included in this agreement as Attachment 1. The inclusion of the application provides additional visual context for the development and its themes and standards. The standards below are intended to reflect the standards included in the application and provide additional detail.

A Planned Development (PD) Zoning Ordinance will be developed for Chisholm Summit, subject to City Council approval. The standards below are intended to be the base of the PD Ordinance and will be enhanced and refined with the PD Ordinance.

Public parkland associated with the development will be constructed and maintained through a Public Improvement District (PID). Private common space and certain amenity centers (specifically the Community Building and Equestrian Center) will be maintained by a required Homeowners Association (HOA).

The terms and phrases used herein shall have the same definitions and meanings as provided in the 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 and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

All City ordinances are applicable to this project unless otherwise specified in the Development Agreement or Planned Development Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement, which are:

(i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
(ii) the Final Concept Plan approved as part of the planned development zoning for each phase;
(iii) the Development Standards;
(iv) the Subdivision and Development Ordinance and Design Standards Manual;
(v) the Building Codes;
(vi) the Approved Plats; and
(vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

All state and federal regulations will apply. Developer and City agree to consider application of updated City ordinances with updates to Planned Development Ordinances.

In the event a provision is not specified in this Agreement or the Planned Development Ordinance the City's ordinances apply. In the event of a conflict between this Agreement or the Planned Development Ordinance and the City's ordinances, this Agreement or the Planned Development Ordinance apply. In the event of a conflict between this Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

SECTION 3: PROCESS

1. The development will follow all standard City processes for platting, zoning, and plan review.

2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:

   (i) Land uses

   (ii) Unit Count/Lot Mix – both for the current development plan and cumulative of prior development plans

   (iii) Designated Open Space

   (iv) Park proximities

   (v) Landscape Plan

   (vi) Trail Plan

   (vii) Park acreage – both for the current development plan and cumulative of prior development plans.

3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.

2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.

3. The general components of the theme can be described literally as:

   (i) "Western" focused around keyword concepts "rustic", "growth", "horses", "folk", "gateway", and "progress"

   (ii) "Active" focused around keyword concepts like "trails", "outdoors", "purpose", "movement", and "nature"

   (iii) "Family" focused around keyword concepts like "together", "community", "neighbors", "generational", and "care"

SECTION 5: LOT STANDARDS

1. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. The development plan included with this Agreement provides a general mix of lots and the Developer has provided percentages related to the differing residential uses. It is understood that the flexibility in the percentages is necessary since this development will occur over a period of years and market conditions and the needs of the community will change. The following table provides a summary of the densities in the current plan and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range	Notes
Townhomes	25'	2500	1000	184	2.54%	0 – 5%	
40' Residential (Patio)	40'	4000	1200	389	8.61%	0 - 15%	These categories describe the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
56' Residential (Cottage)	56'	6500	1400	361	12.96%	0 - 15%	
60' Residential (Traditional)	60'	7200	2000	881	35.06%	0 - 40%	
70' Residential (Traditional)	70'	8400	2200	154	7.13%	0 – 15%	

80' Residential (Traditional)	80'	9600	2500	415	22.02%	10% - Unlimited	
Estate	100'	12000	2800	42	2.78%	0% - Unlimited	
55+ Residential	50	5000	1100	112	3.08%	0 – 10%	
MF/Senior Residential	N/A	2000	n/a	527	5.82%	0 – 10%	Senior living components shall comprise at least 25% of this category.

2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.

3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.

2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.

(i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.

(ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.

3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:

(i) Carriage style garage door
(ii) Garage door not facing the street
(iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
(iv) Eyebrow or arched front windows
(v) Cast stone accents on the front elevation, minimum of 3% of front elevation

(vi) Covered front porches of a minimum of 50 square feet
(vii) Front porch railings of either wood or wrought iron
(viii) Front door with at least 20% area covered with decorative glass or wrought iron
(ix) Cupolas or turrets
(x) Dormers
(xi) Gable
(xii) Decorative attic or gables feature, minimum 2 square feet
(xiii) Two or more offsets in the front façade of at least 24" depth
(xiv) Metal roof accents
(xv) Recessed entry, an minimum of three (3') deep
(xvi) Variable roof pitch equal to or greater than 8:12
(xvii) Exterior shutters on at least 75% of the windows on the front façade
(xviii) Masonry arches
(xix) At least two types of masonry materials (stone, brick or stucco)

4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.

5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.

6. The Planned Development Ordinance will establish anti-monotony standards.

7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.

2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.

3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.

5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).

6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.

7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.

8. Any areas that are proposed to be private common space need to be delineated clearly on the plats.

9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.

10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.

    (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.

    (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.

    (iii) Parks shall generally be constructed in accordance with the following:

    - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.

- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.

- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided

- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.

- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	**Community Park**	**Neighborhood Park**
Minimum acreage	10	3
Off Street Parking	R	O
Playground	R	R
Restroom	R	O
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	O
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts	O	O
Sports Fields	O	O
Ponds	O	O
Skate Park	O	O
Dog Park	O	O
Splash Pad	O	O
Fishing pier	O	O
Musical Play Features	O	O
Secondary		
Natural Area	O	O
Gardens	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground)	O	O
Shelters	O	O

R = Required | O = Optional

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.

- Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.

- Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.

(iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:

- Horse Facility - The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

and contains stalls and horse training equipment. The concept of the facility would be to make it available for private rental for those in Chisholm Summit interested in owning a horse. The HOA would manage the rentals as well as any community or public events to utilize the facility. Additional barns exist near the Facility that may be included in the programming as well.

- Visitor Center / Offices – The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.

(v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.

2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.

3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.

4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.

5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:

   (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.

   (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.

   (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.

   (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.

   (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.

   (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.

   (vii) Any transitional fencing must meet City's fencing and screening ordinance.

   (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.

   (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.

2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

1. Buffers will be provided through adherence to the landscaping and fencing standards in the above sections.

SECTION 11: STREET LAYOUT

1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.

2. Roadways shall meet the following general design guidelines:

   (i) Lakewood Blvd.
   - Minimum 4 lanes
   - minimum 120 foot ROW
   - Trail component
   - landscaped parkways and/or medians

   (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.

   (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.

3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:

   (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
   (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
   (iii) Cul de sacs
   (iv) Short block lengths
   (v) Curvilinear methods, if necessary

4. Alleys – This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

1. Primary trail locations are shown on Exhibit D of the Agreement. The trail locations shall generally conform to the trail park location concept on Exhibit D. Primary trails shall be 10 feet wide and constructed to City standards. Trails will be lighted wherever possible. Additional benches and trash receptacles will be added

where a long distance exists between trail park nodes. Trail design may be modified based on mutually agreeable circumstances which may include but are not limited to pipeline location, tree preservation, accessibility, slope requirements, etc.

2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards

3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:

   (i) 6-foot trail comprised of two 3-foot tread areas
   (ii) 4-foot trail comprised of two 2-foot tread areas
   (iii) Material of native soil with no road base plus wood chip in low drainage areas
   (iv) Material of native soil with mixed-in crushed rock aggregate where needed
   (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.

4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.

   (i) Bocce Ball
   (ii) Bag Toss
   (iii) Horseshoes
   (iv) Shuffleboard
   (v) Chess/Checkers Tables
   (vi) Fitness Stations
   (vii) Art Installments
   (viii) Science/Engineering Installments

   A lighting plan for the trail park nodes will be established with the PD. Where reasonable, trail park nodes will also include a watering station.

5. Trails shall be coordinated with the most recent adopted bike and trail plan.

SECTION 13: LIGHTING

1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.

2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.

3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.

2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.

3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.

4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

1. Architectural features shall reflect the theme of the development.

2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.

3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.

4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.

1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.

2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.

3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:

   (i) Party rooms for HOA-member use
   (ii) Covered patio
   (iii) Fire pits
   (iv) Outdoor kitchen
   (v) Restrooms
   (vi) HOA office
   (vii) Pedestrian connections to Community Park amenities
   (viii) Dedicated parking for building use
   (ix) Strand light plaza

2. The building space will be privately-owned and maintained by the HOA.

3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

1. Organized community activities shall be provided on a quarterly basis. The HOA will coordinate the activities, either under its own direction or through partnerships with local organizations like non-profit groups, volunteer organizations or community interest groups.

2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.

3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.

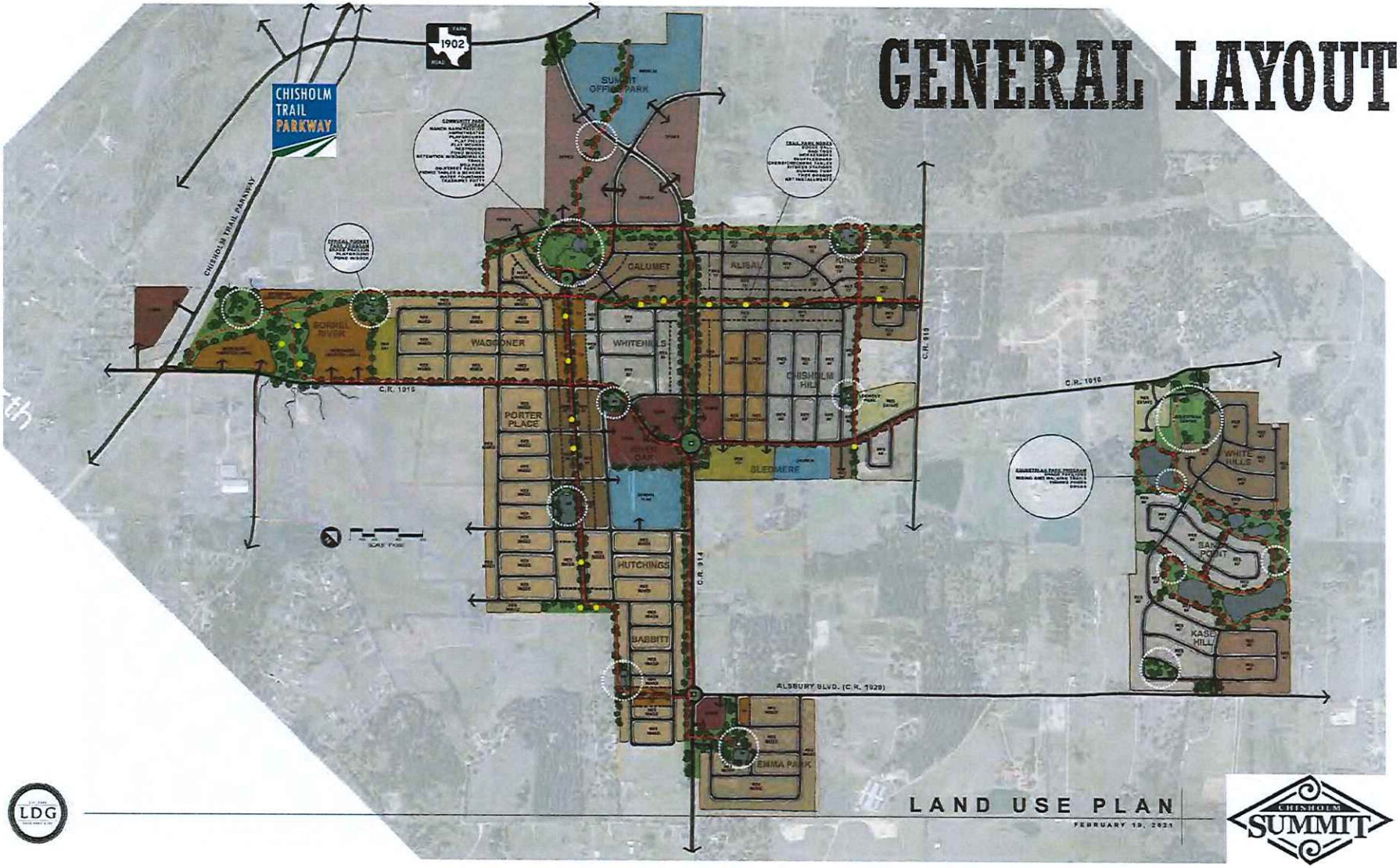
4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

The Development Standards have been further illustrated through the use of attachments described and referenced in the above sections. The attachments to these development standards are as follows:

1. Master-Planned Community Presentation – Attachment 1

GENERAL LAYOUT



LAND USE PLAN

FEBRUARY 19, 2021

LDG

CHISHOLM SUMMIT

BY THE NUMBERS

- Approx. 915 acres in Master-Planned Community
- 3066 Residential Units (projected)
  - 75% Single-family (ranging frontage 40' to 80')
  - 25% Townhome/Senior Living/Multifamily
- Over 10 miles interconnected Trail System
- 102 acres dedicated Park land
  - Community Park, Pocket Parks, Trail Parks
  - Equestrian Center
  - Passive & Natural Areas
- 28 acres – Commercial nodes
  - Neighborhood services at high-traffic corners
  - Central node - "Chisholm Square"
- 92 acres – Professional Office Park / Medical District

PROVIDERS

- Water – Johnson County SUD
- Sewer – City of Burleson
- Electric – United Cooperative
- School – Joshua ISD

CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES

- All Master-Planned Developments:
  - Enhanced Landscaping
  - Architectural Standards
  - Enhanced Walls and Fencing
  - Open Space over Minimum

+

- Larger Developments:
  - Connecting Trails
  - Lot Size Variety
  - Buffers
  - Amenity Centers
  - Themes & Sense of Place
  - Commercial Elements
  - Neighborhood Activities
  - Creative Additions

THEME & PLACEMAKING

WESTERN

RUSTIC
GROWTH
HORSES
FOLK
GATEWAY
PROGRESS

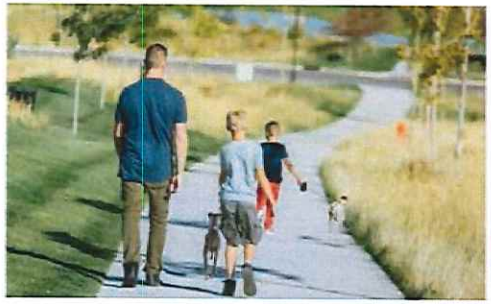
ACTIVE

TRAILS
OUTDOORS
PURPOSE
MOVEMENT
NATURE

FAMILY

TOGETHER
COMMUNITY
NEIGHBORS
GENERATIONA
CARE









CHISHOLM SUMMIT

CS

CHISHOLM SUMMIT

















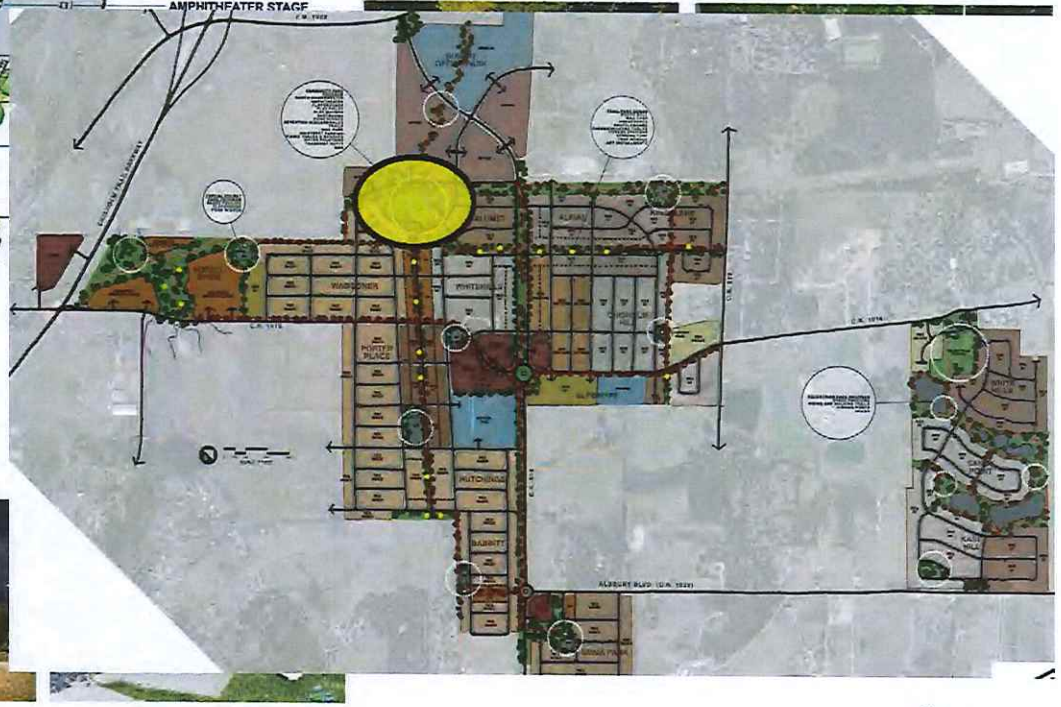



OPEN SPACE
AMENITY CENTERS
CONNECTING TRAILS
NEIGHBORHOOD ACTIVITIES


LARGE BARN PAVILION
POND DOCK
BOARDWALK OVER NATURALIZED AREA
ON STREET PARKING
PASSIVE PLAY LAWN WITH SHADE TREES
POND
LOOPED PATHWAYS
NATURALIZED RETENTION AREA
AMPHITHEATER STAGE
PLAYGROUNDS
SPLASH PAD
PERGOLA SEATING AREA
RESTROOMS & SPLASH PAD EQUIPMENT ROOM


PIONEER
PARK

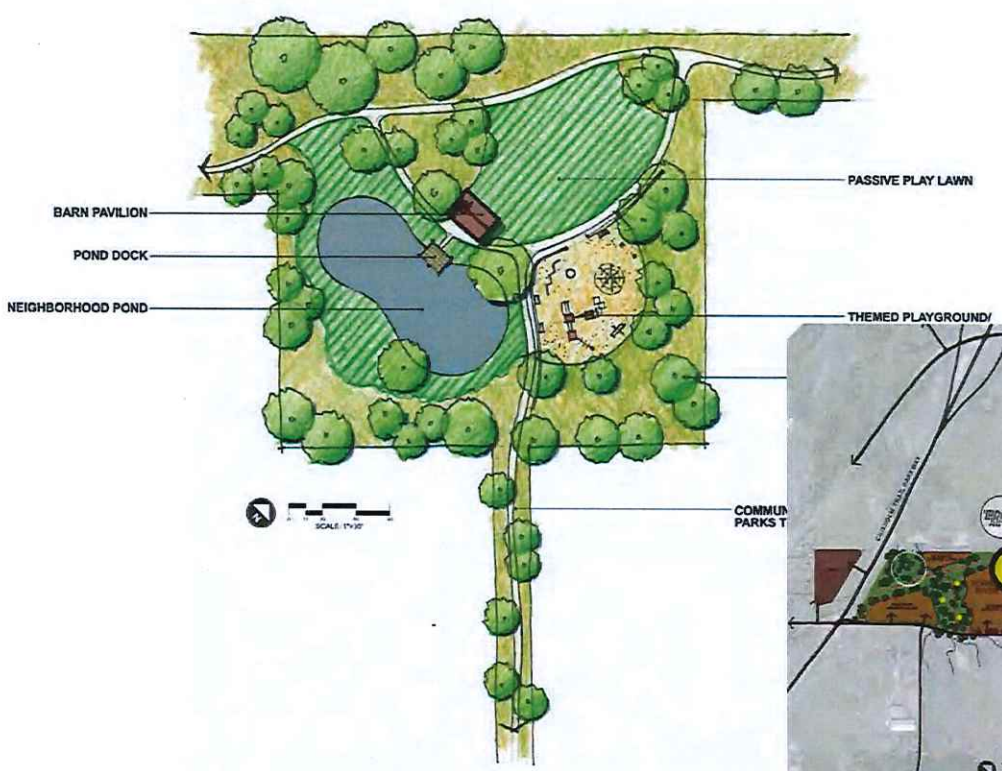






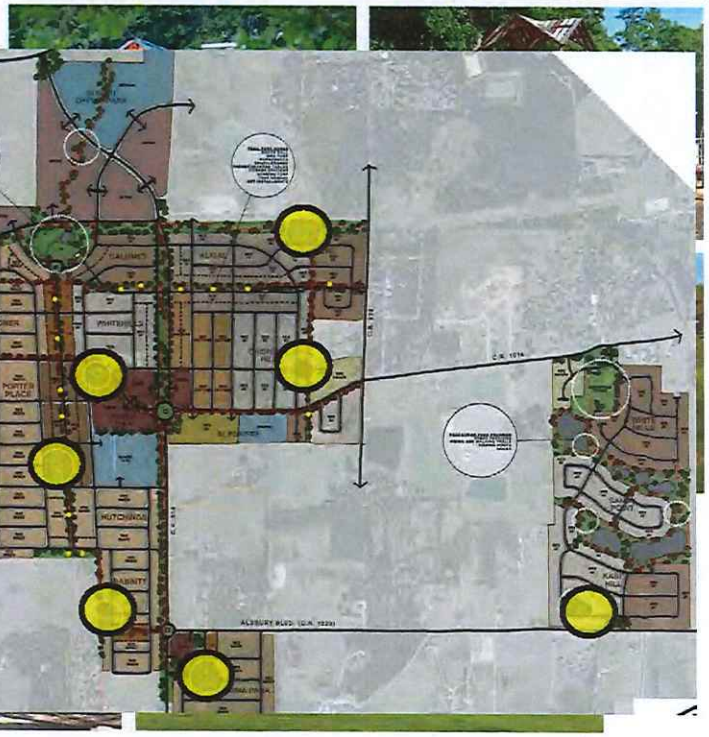










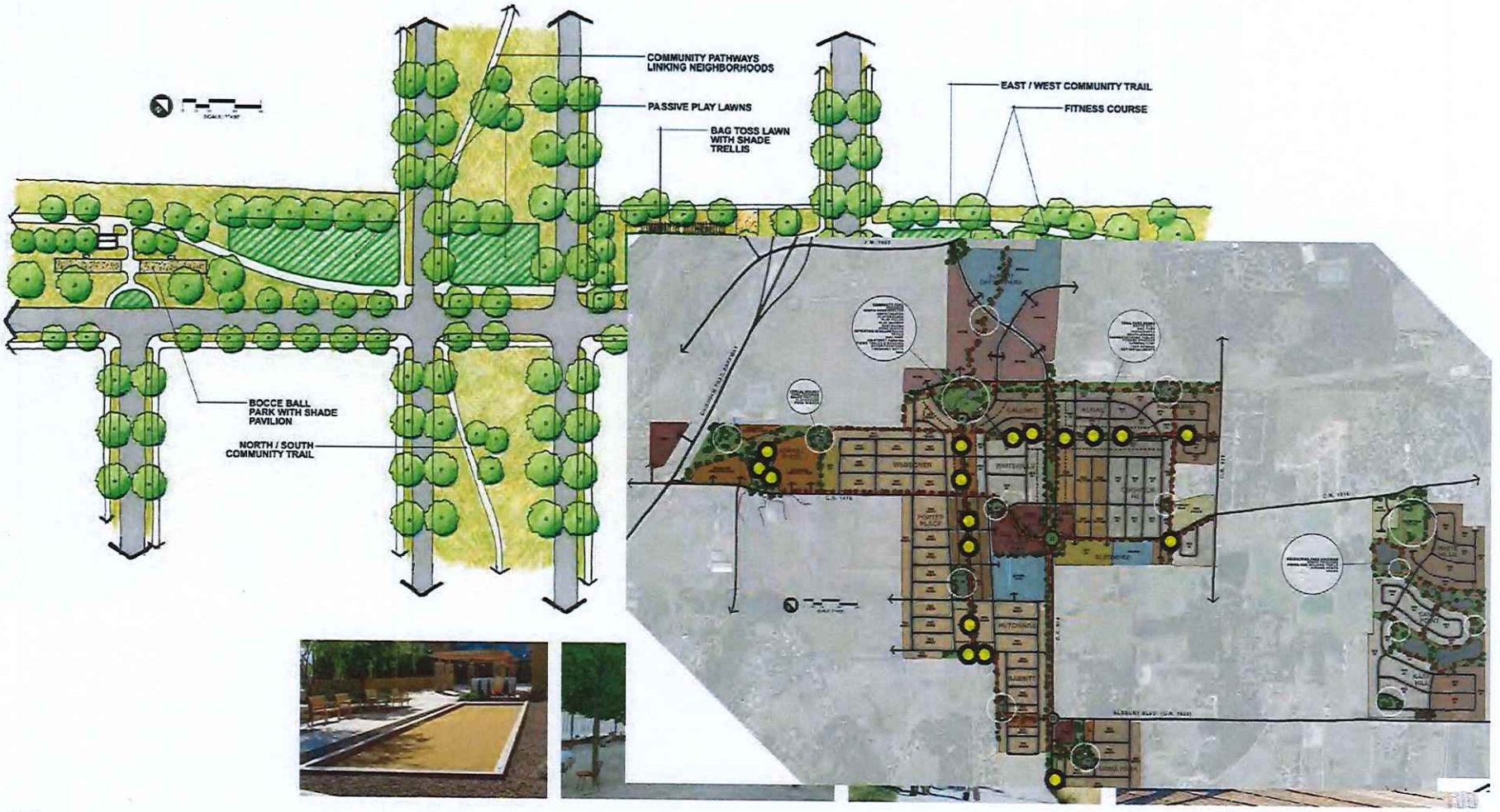






TYPICAL POCKET PARK PLAN

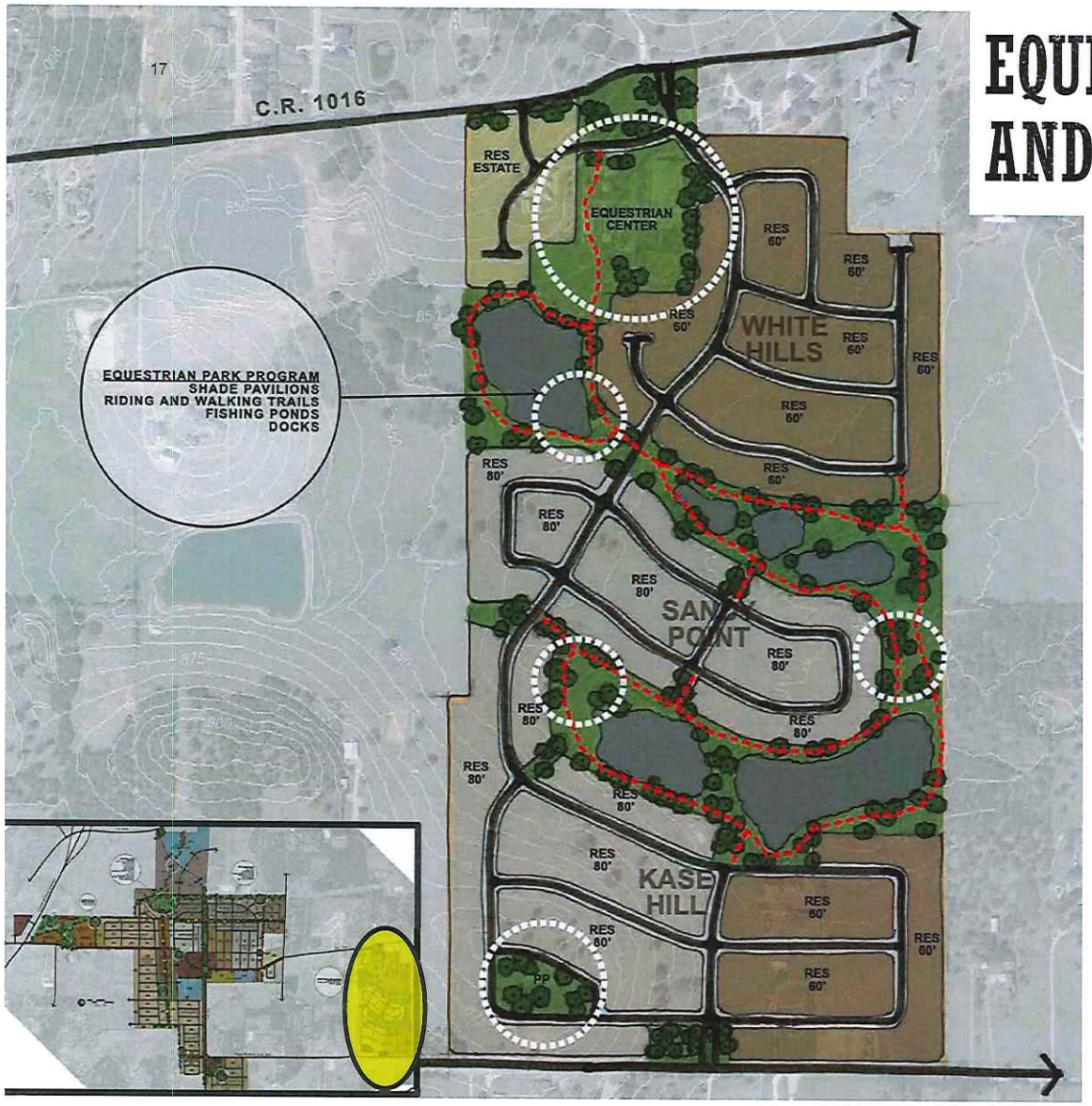
FEBRUARY 19, 2021



TYPICAL TRAIL PARK CORRIDOR

FEBRUARY 19, 2021

EQUESTRIAN CENTER AND TRAILS



- Trails for horseback riding
- Over 45 acres with large peaceful ponds for fishing and relaxing
  - Full property shown here is approximately 160 acres
- Equestrian Center currently on property will remain as an amenity for Chisholm Summit residents
- Shade pavilions and pocket park

LOT SIZE VARIETY
BUFFERS
COMMERCIAL ELEMENTS

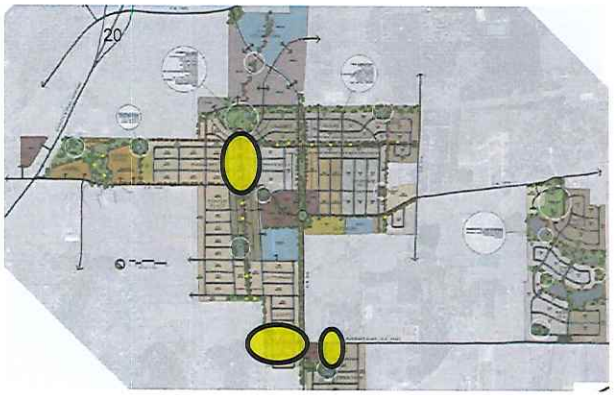
LOT SIZE VARIETY





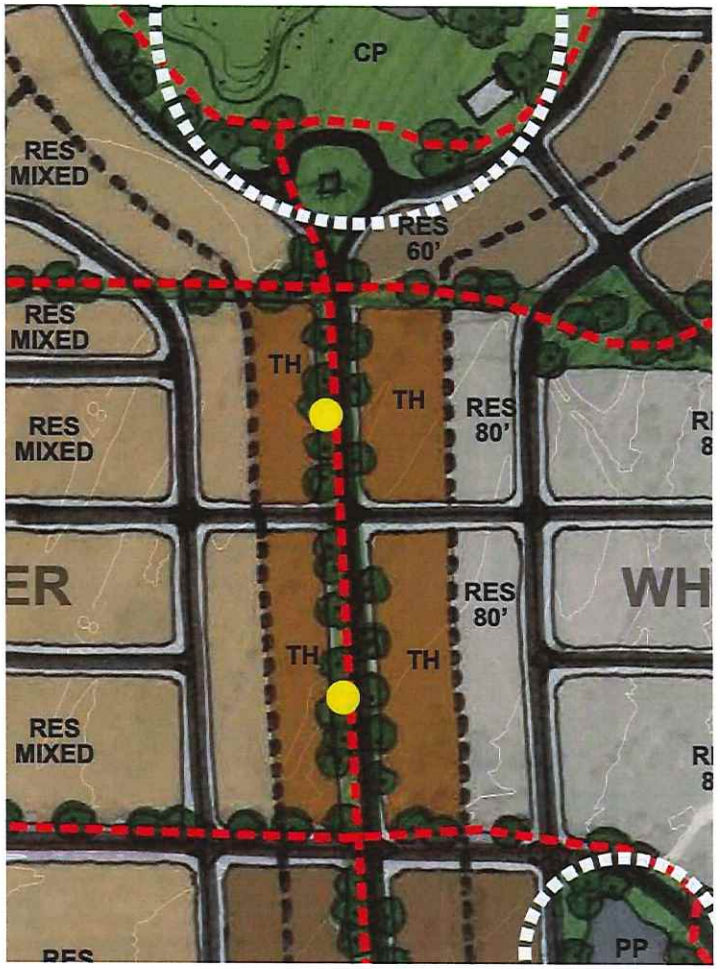


- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- Single-family homes include:
  - Cottages with detached garages
  - Traditional one- and two-story homes
  - Patio homes with shared front yards and alley access
  - Lots with a little more elbow room and existing trees
  - Estate lots with a view of Burleson
- Higher-density areas include:
  - Age-55+ homes under 1300 sqft
  - Two-story townhomes on zero-lot lines
  - Multifamily housing with facility amenities
  - Senior care centers with nearby greenspace

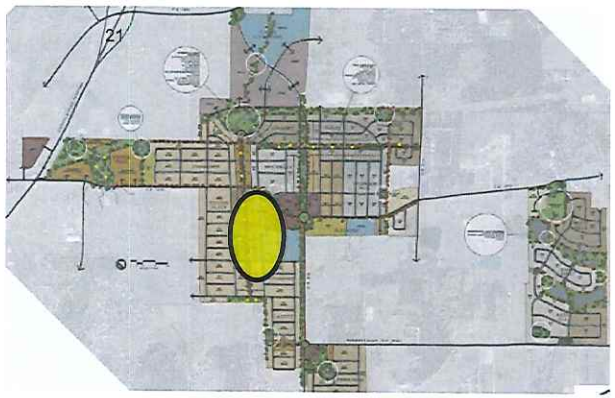


TOWNHOMES

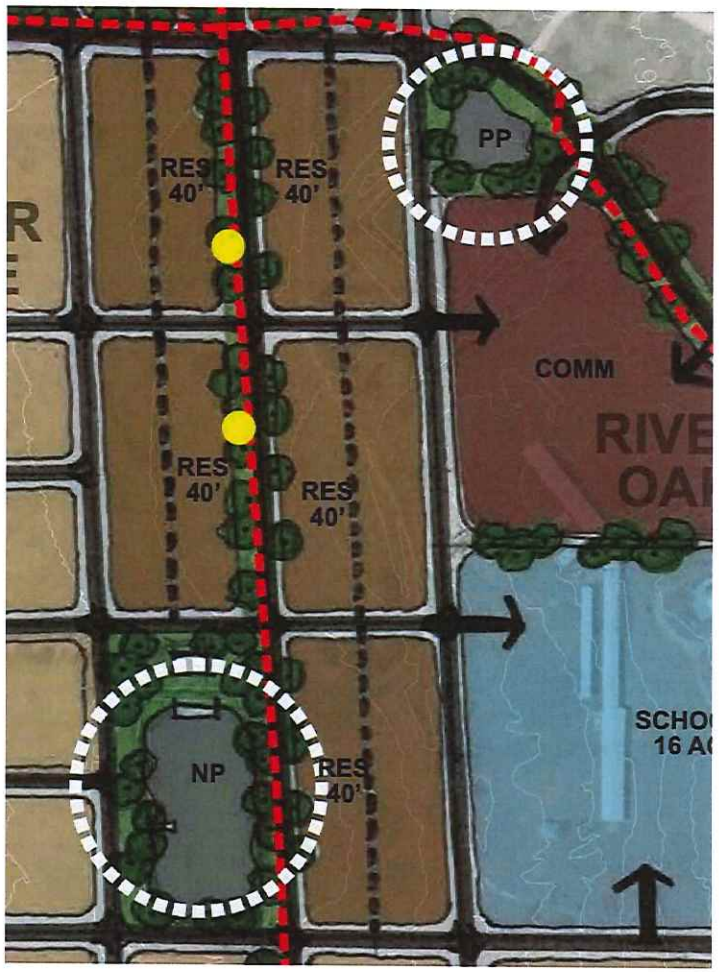
CHISHOLM SUMMIT



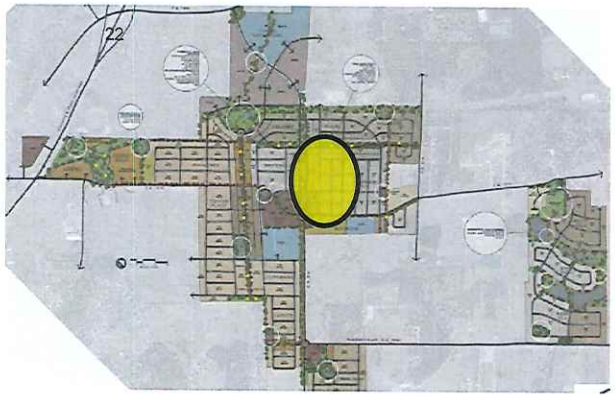
- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot – 25' x 100'



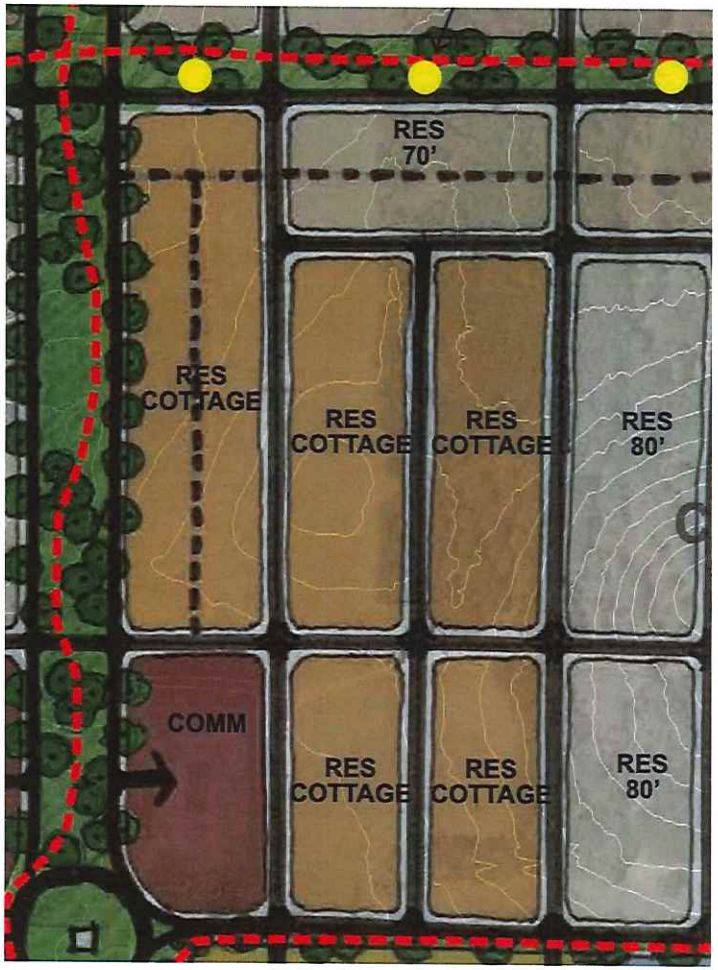
PATIO HOMES



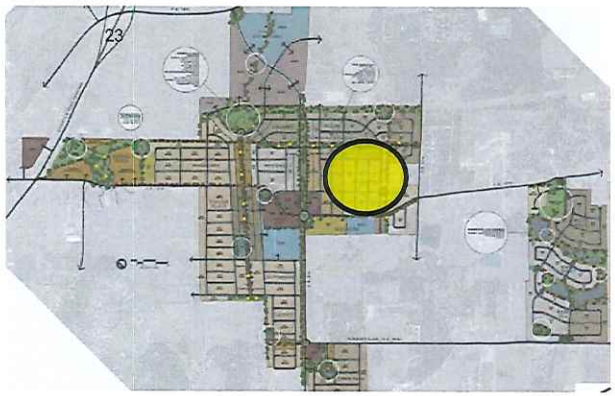
- Also known as a "bungalow court" or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot – 40' x 100'



COTTAGES (HERITAGE)



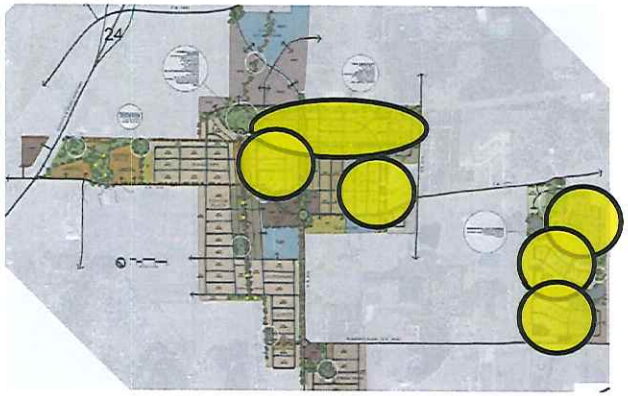
- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot – 56' x 120'



ESTATES ON THE SUMMIT

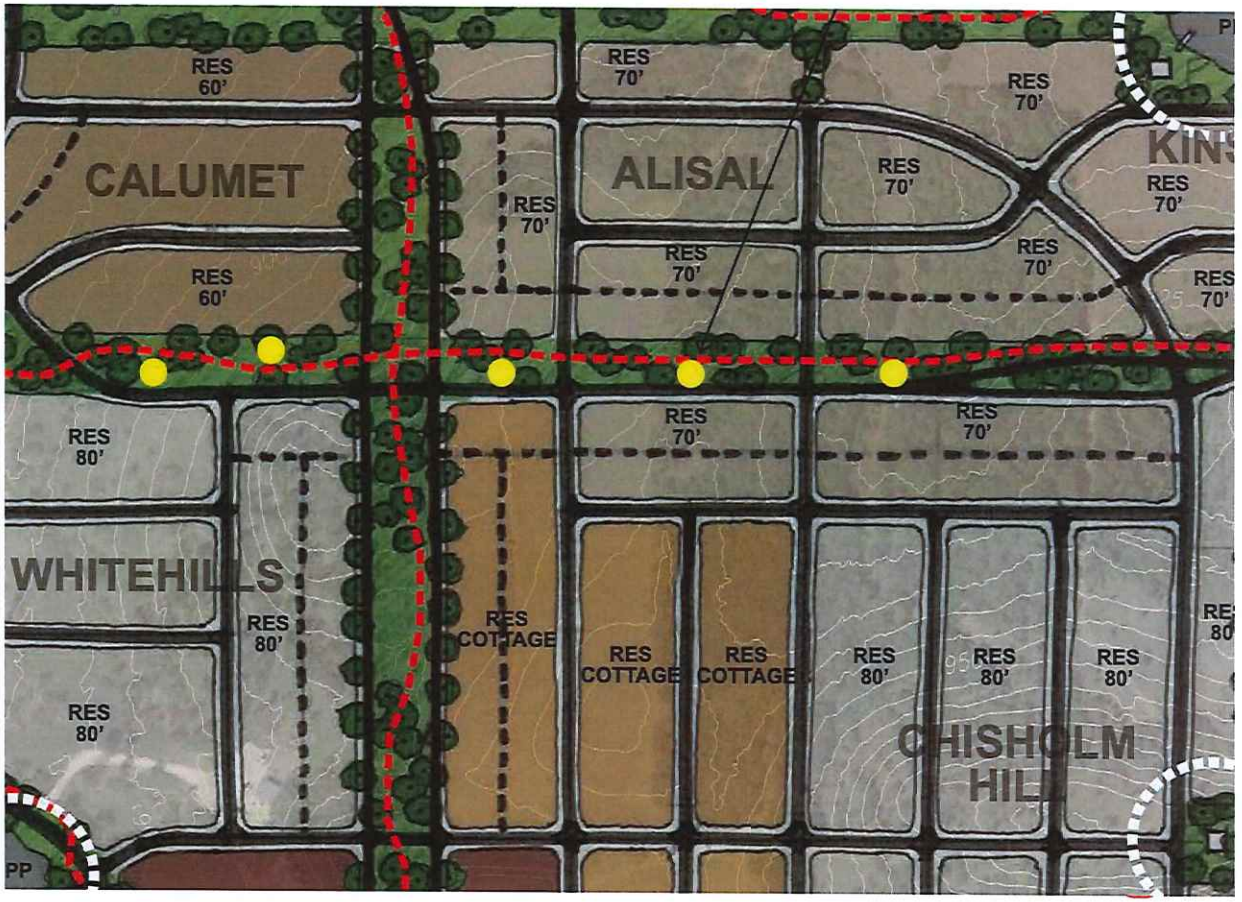


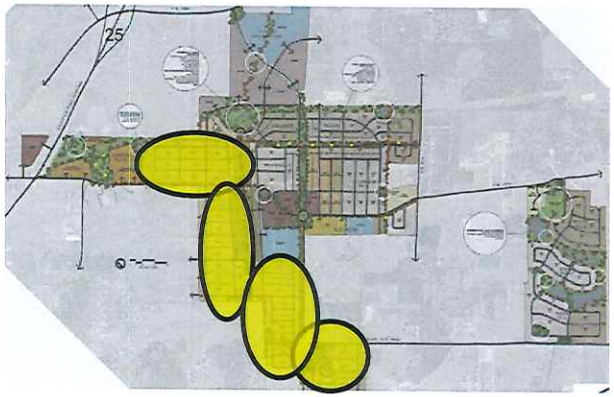
- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot – 80' x 140'



PLANNED SINGLE-FAMILY

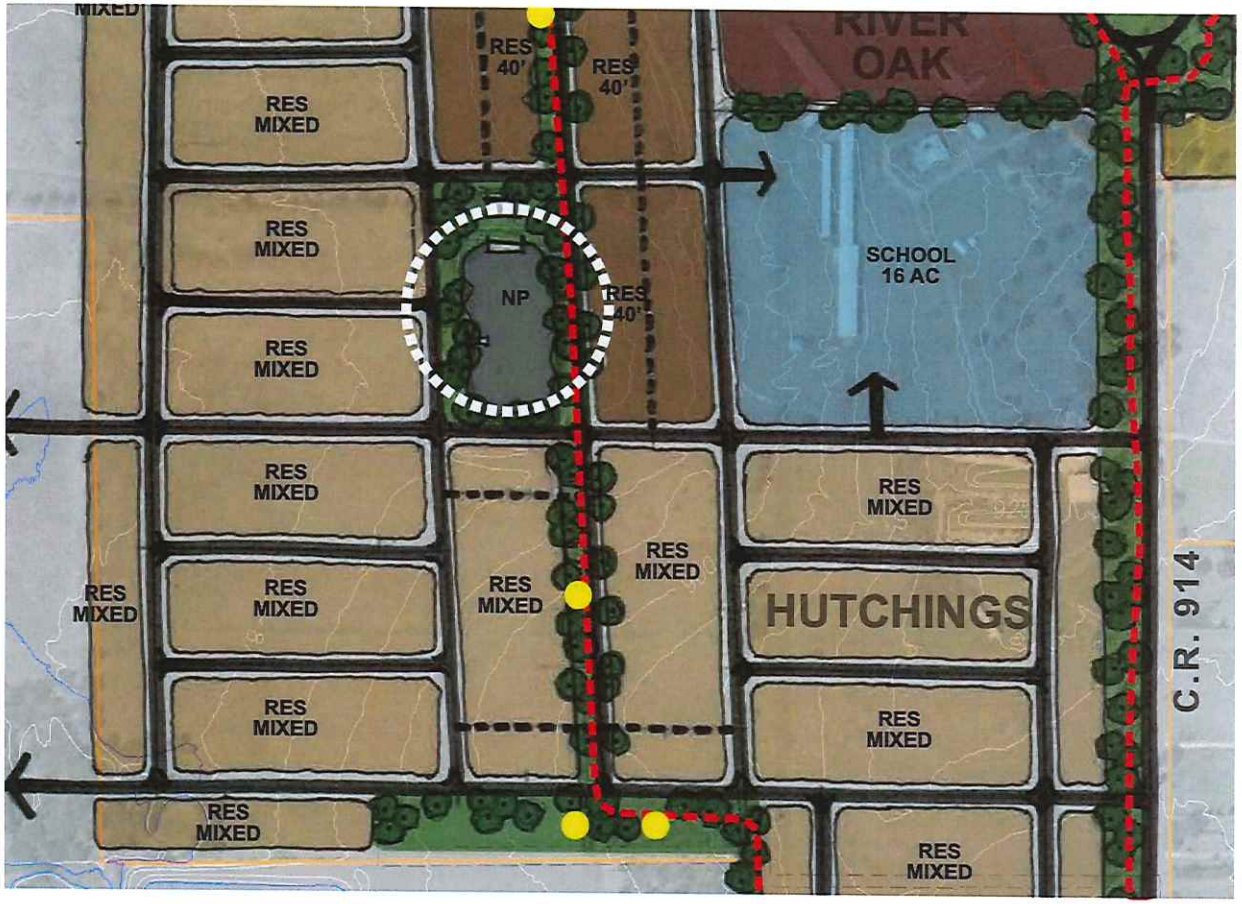
- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
  - 60' x 120'
  - 70' x 130'
  - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan

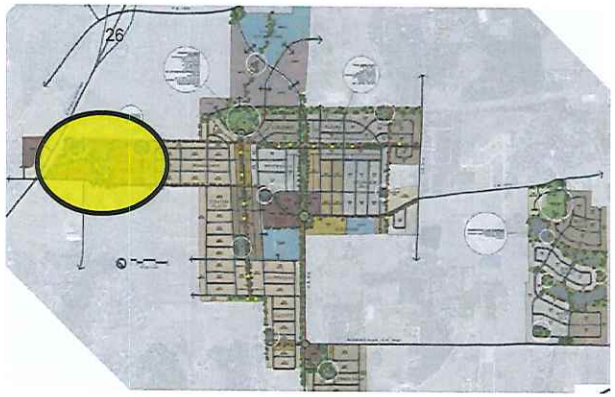




MIXED SINGLE-FAMILY

- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
  - 40' x 100'
  - 56' x 120'
  - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed

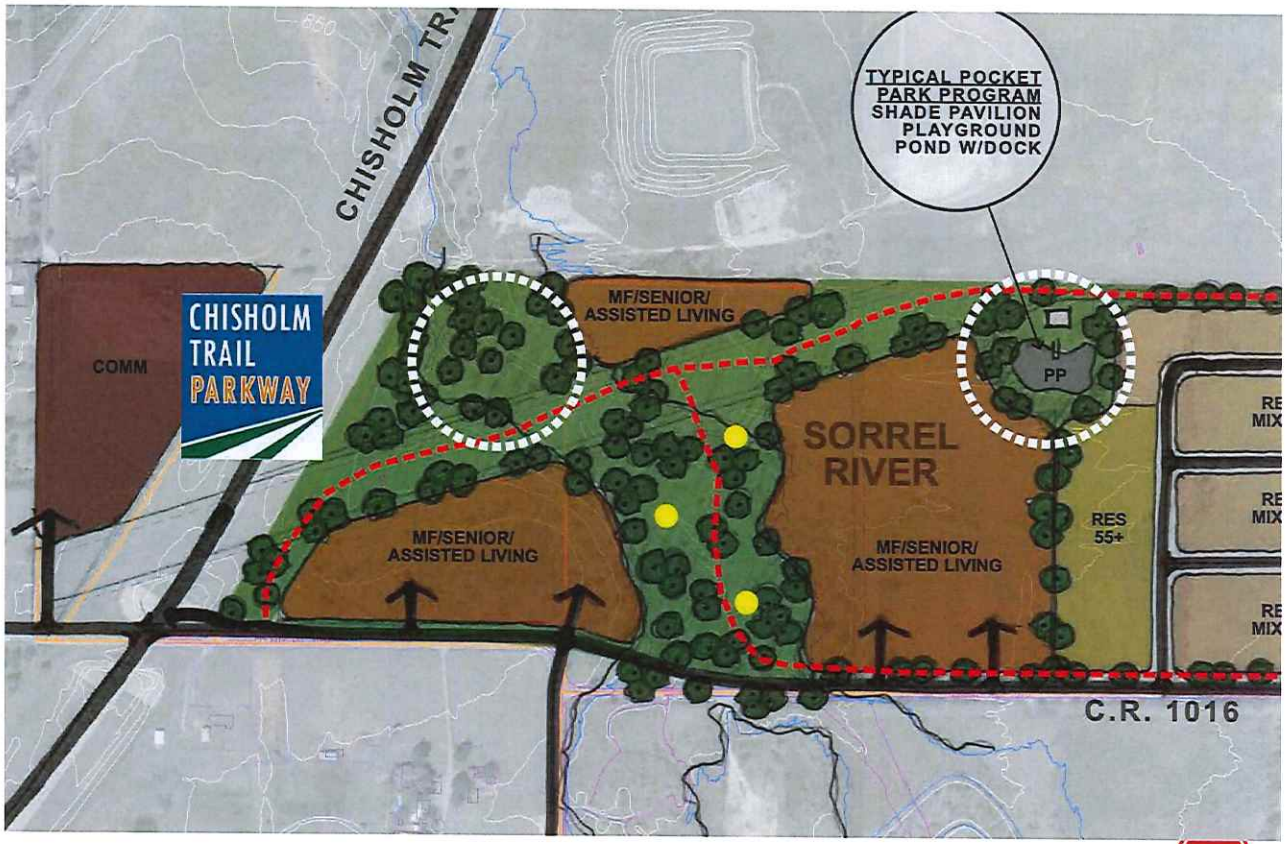


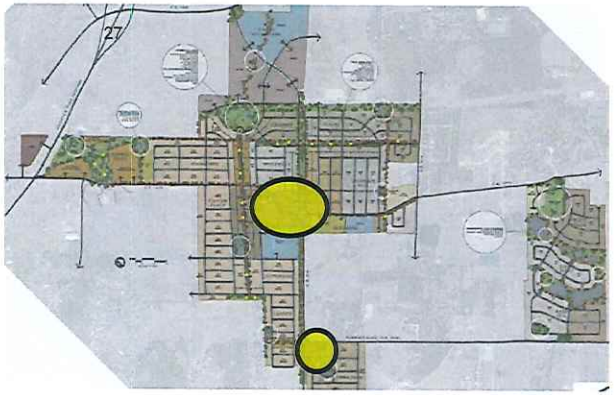


SENIOR CARE & MULTIFAMILY

CHISHOLM SUMMIT

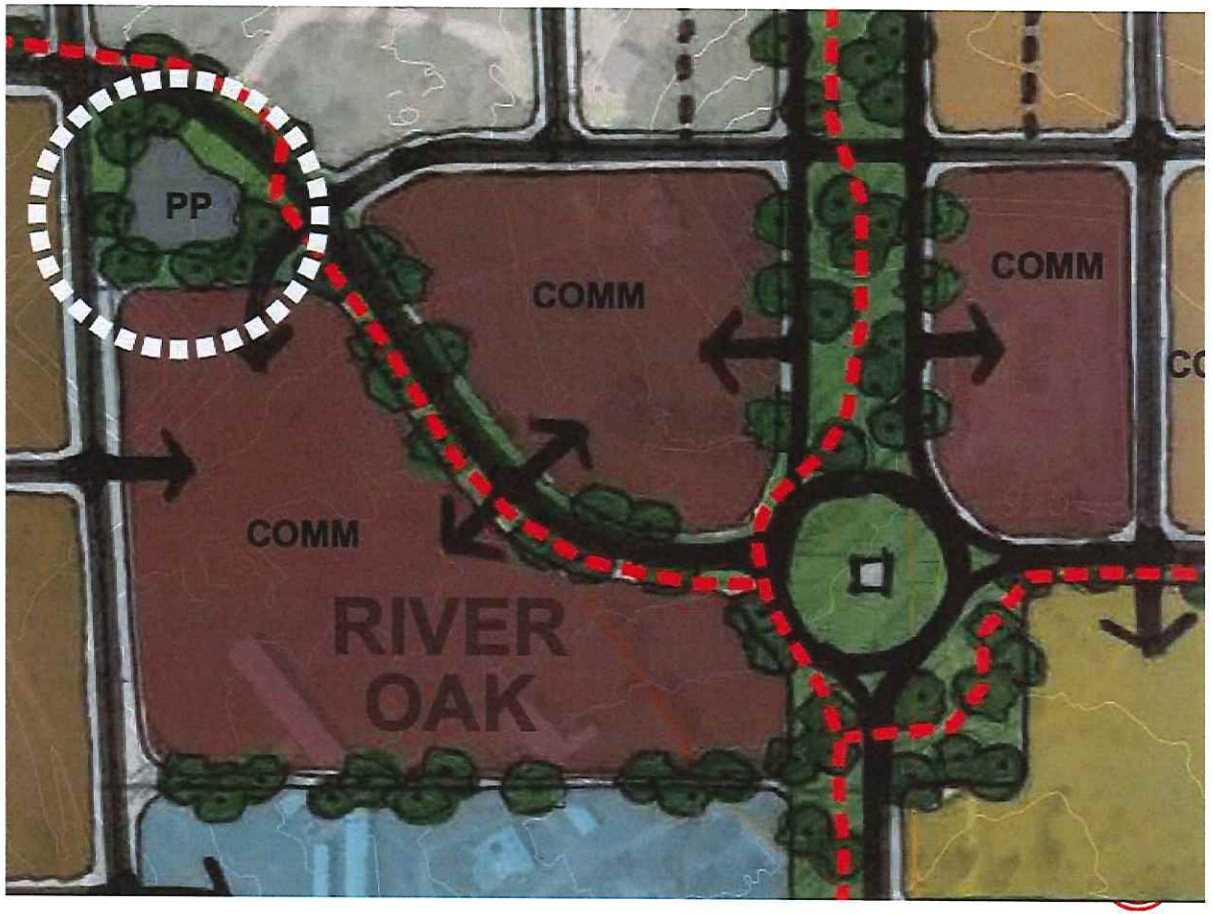
- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

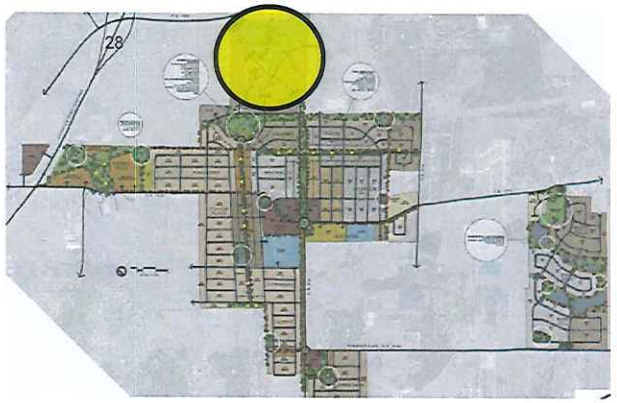




COMMERCIAL NODES

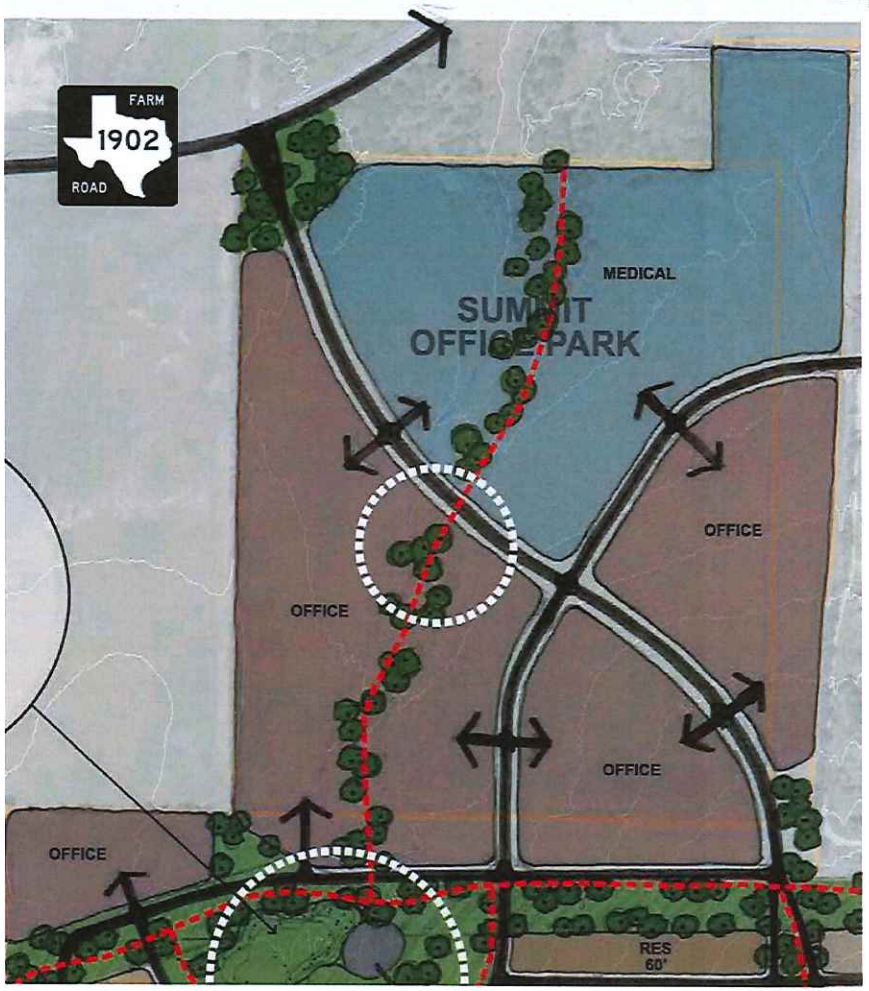
- Following rooftops, land is preserved for commercial and neighborhood services
- Community "downtown" node called Chisholm Square
  - Similar size to 9 square blocks of Old Town
- Commercial areas to be connected by trail system





SUMMIT OFFICE PARK

- Over 90 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units



ARCHITECTURAL STANDARDS
ENHANCED WALLS & FENCING
ENHANCED LANDSCAPING

STANDARDS

- Housing types proposed vary widely in style and form
- This is seen in other master-planned communities we have toured (Viridian, Windsong Ranch, etc.)
- Theme and brand in CS is established through parks, trails, signs and monuments rather than houses
- Developer is favorable to setting standards but recommends including this in the development agreement
  - Traditional homes to follow current zoning ordinance
  - Non-traditional home types (patio, townhome, cottage, etc.) to have exhibit outlining standards

WINDSONG RANCH HOUSING VARIETY





ENHANCEMENTS



ARBORLAWN AND CTP, FORT WORTH



- Undeveloped areas to be fenced with rust-colored railing
  - "CS" logo to be integrated throughout
  - Inside of railing used for neighborhood signage (i.e. Harvest)
- Developed areas to be fenced with wrought iron fencing and landscape buffers
  - In place of masonry wall requirement along arterials
  - Landscaping in common area maintained by community



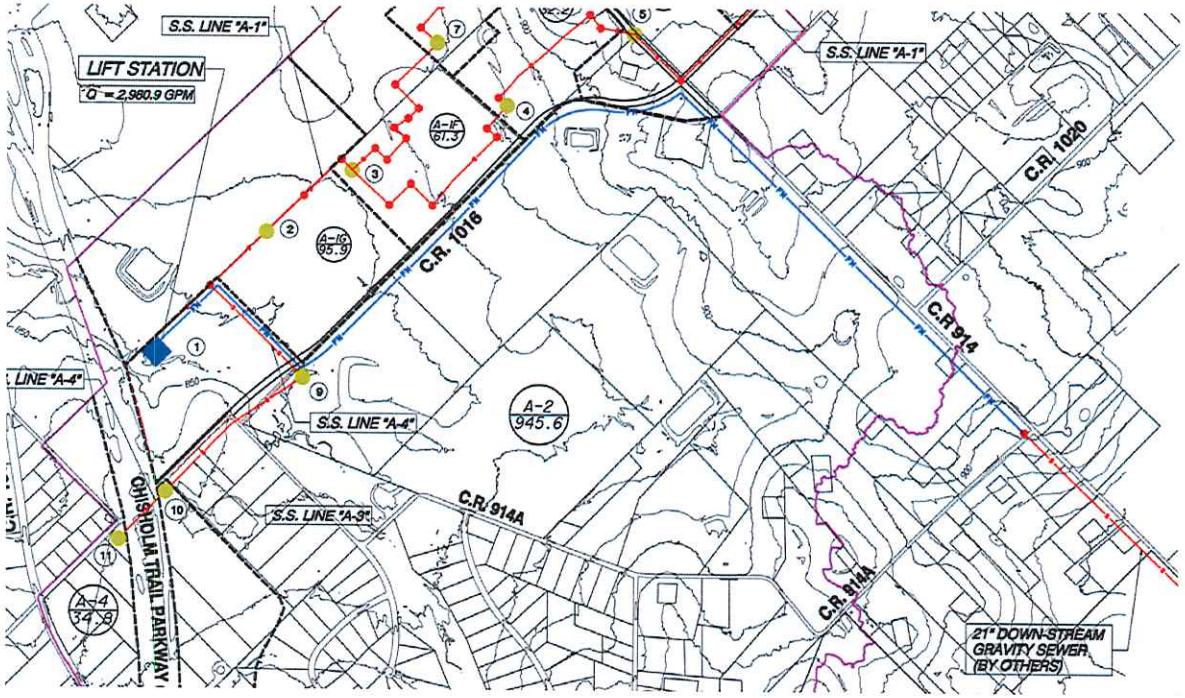
RAIL FENCE AT EQUESTRIAN FACILITY

PUBLIC INFRASTRUCTURE & PARTICIPATION

PUBLIC INFRASTRUCTURE

- Water – JCSUD completing evaluation of capacity to accommodate expanded land use plan
  - Elevated tower at CR 919 will serve this pressure plane
  - Expansion of 21" lines near CTP and 16" lines CR 919 anticipated
- Electric – United Coop indicates they have sufficient stations and will work closely as we identify phases of development
- Roads – Existing paving sections vary in sufficiency for development
  - CR 1016 will be realigned to avoid unsafe turns – and renamed
  - CR 914 should be tied with a major arterial of the City to carry traffic from FM 1902
- Sewer –
  - Trunk line built near CR 1020 was found to have insufficient capacity
  - Current plans would anticipate lift stations, a force main to the high point near CR 914A and CR 914
  - The sewer line planned from South Burleson down CR 914 will be critical for service

PARTICIPATION REQUESTED



- The "Burleson West" area encompasses over 1600 acres of future growth for the City
- Sewer expansion is necessary to take full advantage of the City's claim on the CTP
- Future growth for Burleson will depend on a sufficiently-funded sewer program
- Participation is requested to construct:
  - Downstream sewer lines
  - "Burleson West" lift stations and force main lines

PARTICIPATION REQUESTED



- Major park improvements will distinguish Burleson above its neighbors
- The scale of improvements as required for a master-plan community is over and above the standard subdivision
- Developer will seek a Public Improvement District to assist with the construction and maintenance/operation of the amenities, parks, trails, etc.

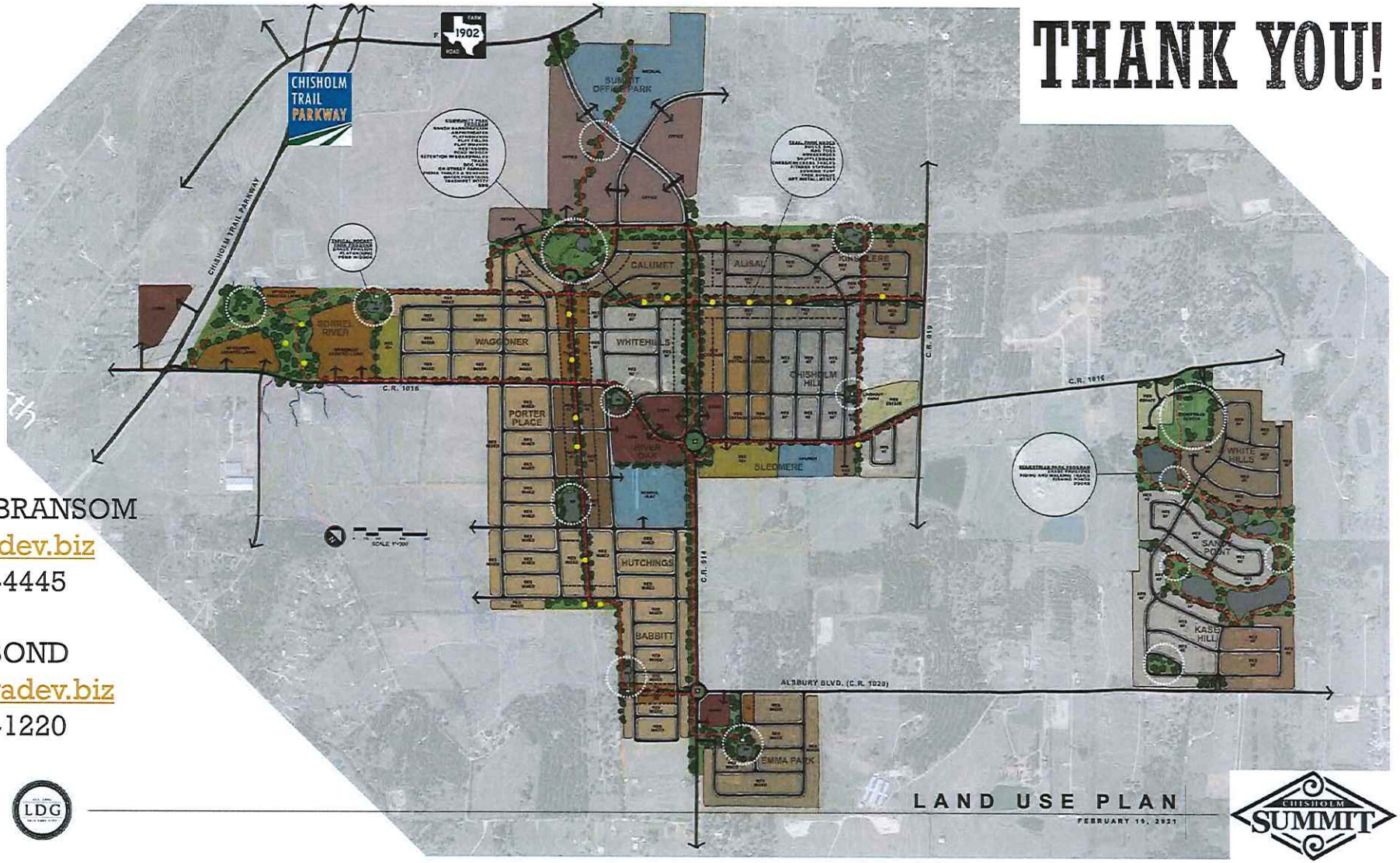
CLOSING



The development team is excited to be a part of the future growth of Burleson and appreciates the work of City staff to put together the best project possible.

We are grateful to continue working together toward all the necessary entitlements to see Chisholm Summit come to fruition.

THANK YOU!



ROCKY BRANSOM
rwb@radev.biz
817-480-4445

JUSTIN BOND
justin@radev.biz
817-880-1220

Exhibit D

Parks and Trails Plan

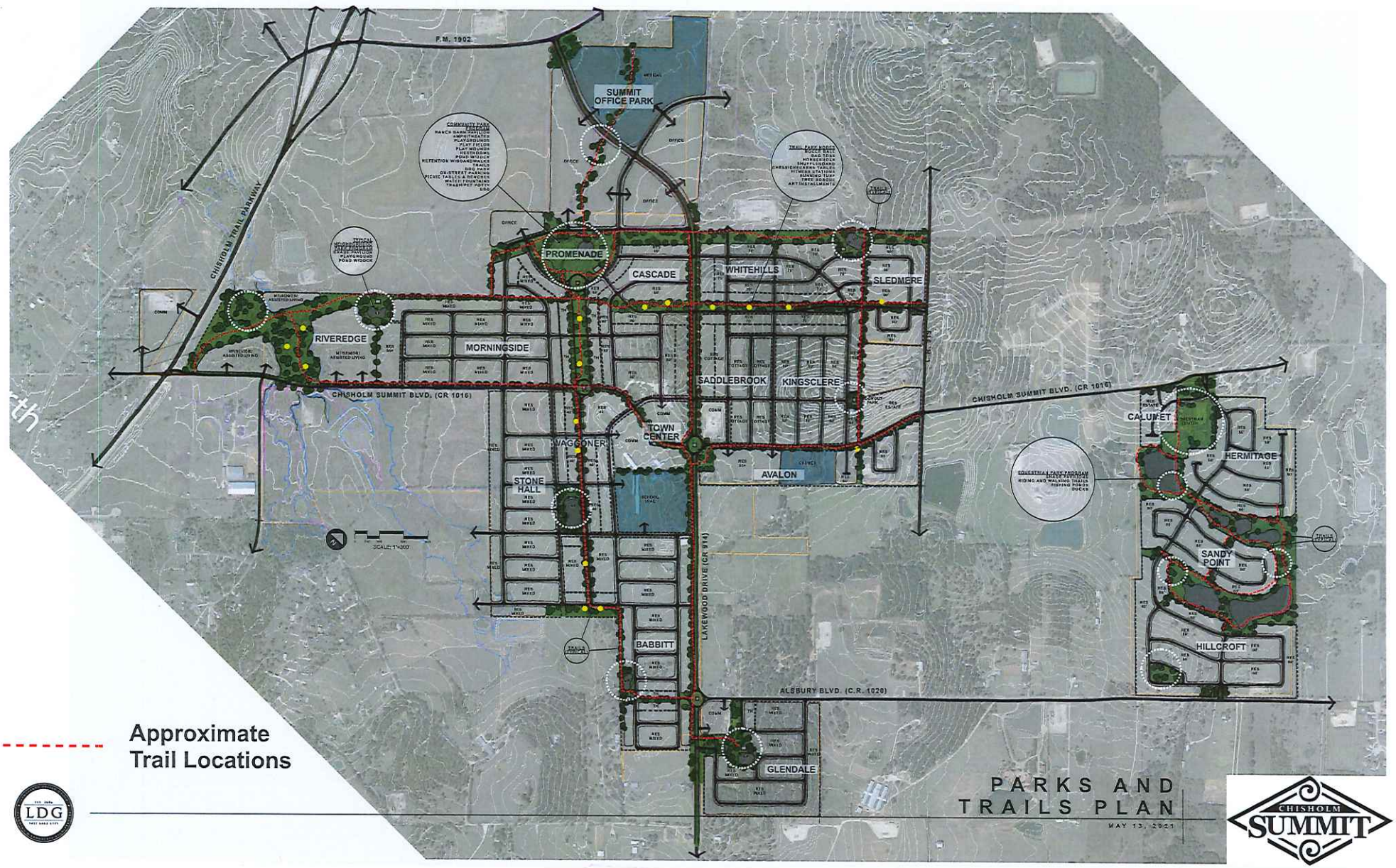

F.M. 1902
SUMMIT OFFICE PARK
CHISHOLM TRAIL PARKWAY
PROMENADE
CASCADE
WHITEHILLS
SLEDMERE
RIVEREDGE
MORNINGSIDE
SADDLEBROOK
KINGSCLERE
CHISHOLM SUMMIT BLVD. (CR 1016)
TOWN CENTER
WAGGONER
AVALON
CALUMET
HERMITAGE
STONE HALL
LAKEWOOD DRIVE (CR 914)
SANDY POINT
HILLCROFT
BABBITT
ALSBURY BLVD. (C.R. 1020)
GLENDALE
Approximate Trail Locations
PARKS AND TRAILS PLAN
MAY 13, 2021
LDG
CHISHOLM SUMMIT

Exhibit E

Roadway Improvements

EXHIBIT E
ROADWAY IMPROVEMENTS

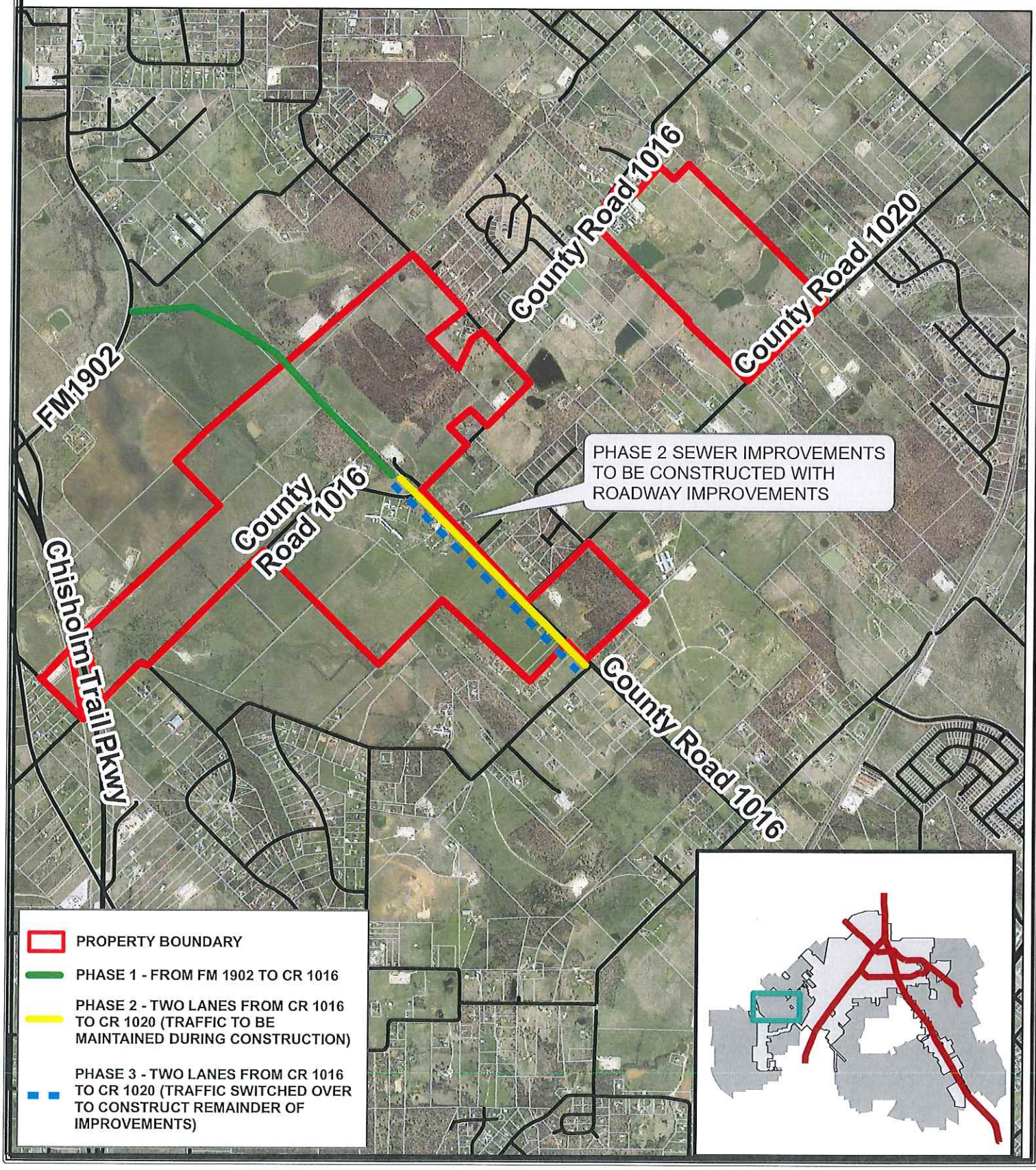


Exhibit F

Sewer Improvements

EXHIBIT F
SEWER IMPROVEMENTS

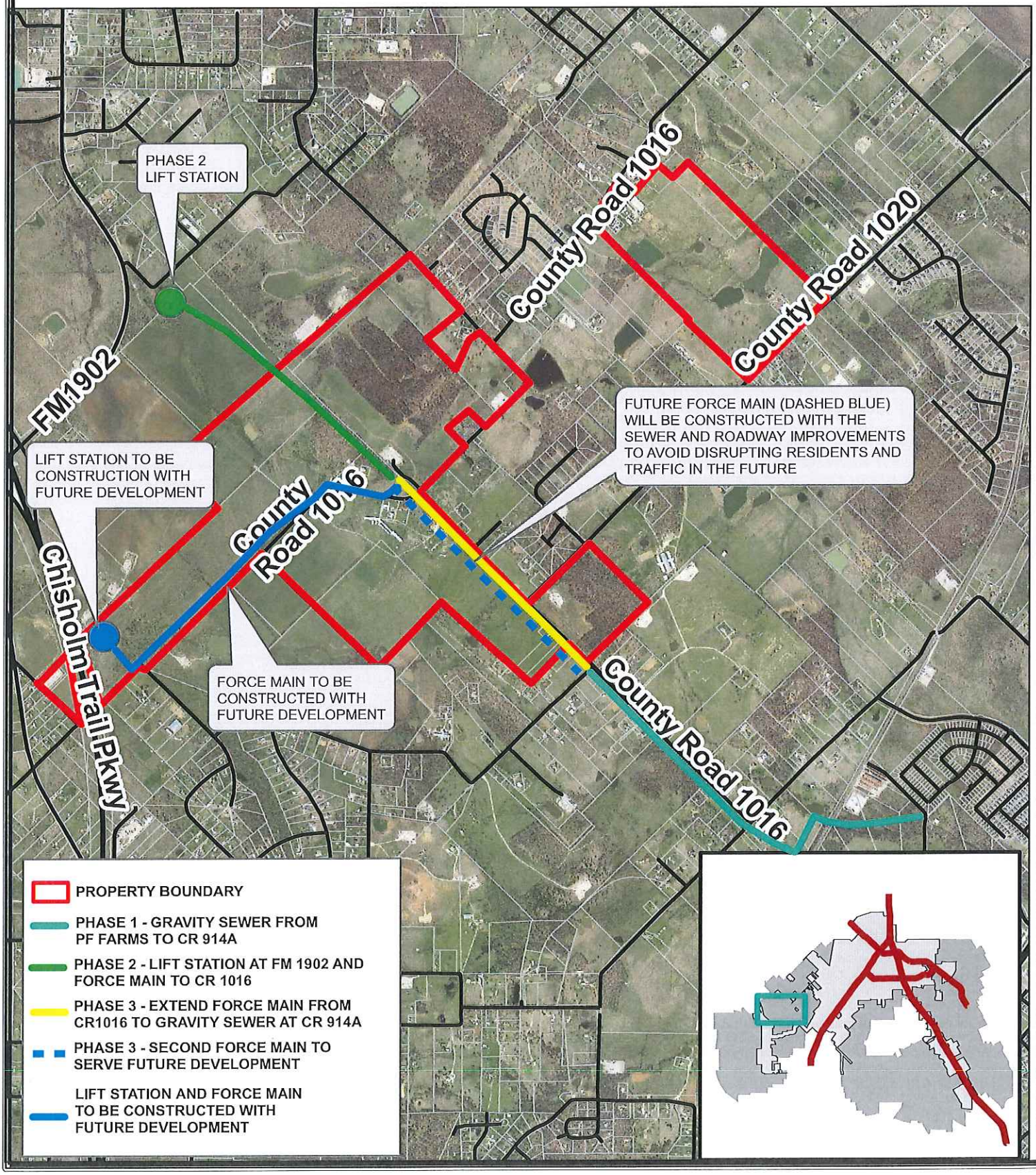
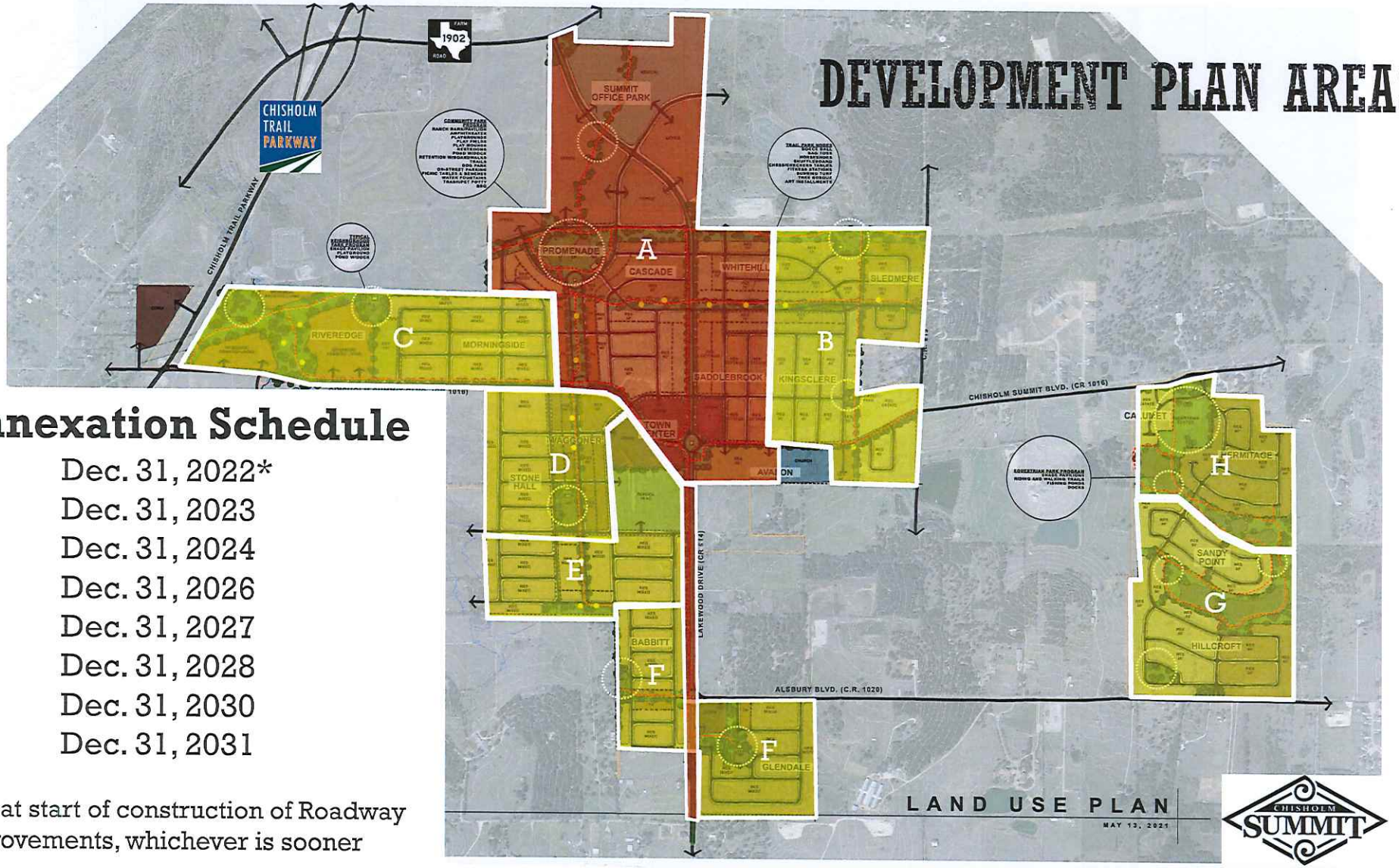


Exhibit G

Annexation Plan/Development Sections

DEVELOPMENT PLAN AREAS



Annexation Schedule

A – Dec. 31, 2022*
B – Dec. 31, 2023
C – Dec. 31, 2024
D – Dec. 31, 2026
E – Dec. 31, 2027
F – Dec. 31, 2028
G – Dec. 31, 2030
H – Dec. 31, 2031

*OR at start of construction of Roadway Improvements, whichever is sooner