

**DEVELOPMENT AGREEMENT BY AND AMONG  
THE CITY OF BURLESON, TEXAS,  
PHELPS REAL ESTATE III, LLC AND  
RPO PROPERTIES, L.P.**

This DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of June \_\_\_\_\_, 2025 (the "Effective Date"), by and among the City of Burleson, Texas, a home-rule municipality located in Johnson and Tarrant County, Texas (the "City"), Phelps Real Estate III, LLC, a Florida limited liability company, its successors and assigns (the "Northern Tract Landowner"), and RPO Properties, L.P., a Texas limited partnership, its successors and assigns (the "Southern Tract Landowner" and together with the Northern Tract Landowner, the "Landowners").

**RECITALS**

Northern Tract Landowner is the owner of an approximately +/- 386.874-acre tract, more particularly described and depicted in **Exhibit A-1** ("Tract 1") located wholly within the extraterritorial jurisdiction ("ETJ") of the City, and an approximately +/- 18.851-acre tract more particularly described and depicted in **Exhibit B** (the "ETJ Tract"), located in the Town of Cross Timber's ETJ.

Southern Tract Landowner is the owner of approximately +/- 173.18-acres, as more particularly described and depicted in **Exhibit A-2** ("Tract 2") located wholly within the ETJ of the City. Tract 1, Tract 2, and the ETJ Tract shall be referred to herein collectively as the "Property".

Maneo Acquisitions, LLC, or an affiliate entity ("Maneo" or "Developer") is under contract to purchase Tract 1 and the ETJ Tract from the Northern Tract Landowner and Tract 2 from the Southern Tract Landowner. At closing, Landowners will execute an assignment of this Agreement and Maneo shall become the landowner of the Property and be subject to the terms of this Agreement.

In the event Maneo does not hold fee simple title to the Property by October 1, 2025, then this Agreement shall automatically terminate and be of no force or effect on the Parties.

Developer intends to develop the Property as a high-quality master-planned community, as shown generally in the General Plan (as hereinafter defined) attached hereto as **Exhibit C**, which includes single-family residential, multi-family, open space, and other public and private amenities.

Subject to the approval and execution of this Agreement, and upon the release of the ETJ Tract from the Town of Cross Timber's ETJ, the Northern Tract Landowner will petition the City in the form of Exhibit F to expand its ETJ to include the ETJ Tract, and the City agrees to provide its consent in the form of Exhibit G to the expansion and extension of its ETJ to include the ETJ Tract.

Landowners will petition the City for its consent to the creation of one or more municipal utility districts over the Property in the form of Exhibit D, and the City agrees to provide its consent in the form of Exhibit E attached hereto and to place the petition on the agenda for the next available City Council meeting following Landowners' submission, subject to the City's applicable deadlines for agenda placement.

The City wishes to provide for the orderly, safe and healthful development of the Property.

Landowners represent that developing the Property in a financially feasible manner requires an agreement providing for long-term certainty in regulatory requirements and development standards applicable to the development of the Property.

The City and Landowners agree that the development of the Property can best proceed pursuant to a development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property. The City and Landowners are proceeding in reliance on the enforceability of this Agreement.

Landowners desire to enter into this Agreement for the purpose of securing the long-term certainty in regulatory requirements and development standards applicable to the development of the Property in exchange for adding the ETJ Tract to the City's ETJ and Landowners' agreement that the terms and conditions of this Agreement will be a covenant running with the land and binding on all future Landowners of the Property.

## **AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Landowners agree as follows:

### **ARTICLE I. DEFINITIONS AND EXHIBITS**

1.1. Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

*Bethesda WSC* means the Bethesda Water Supply Corporation.

CCN means a certificate of convenience and necessity issued by the PUC or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

*City* means the City of Burleson, Texas.

*City Council* means the City Council of the City or any successor governing body.

*City Subdivision Regulations* means the portions of the City of Burleson Subdivision Regulations in effect as of the Effective Date of this Agreement that are (i) applicable to development in the City's ETJ and (ii) not inconsistent with state law.

*County* means Johnson County, Texas.

*Creation Consent Resolution* means the resolution, the form of which is attached hereto as **Exhibit E**, to be adopted by the City Council of the City evidencing the City's consent to the creation of the District and inclusion of the Property therein.

*Developer* or *Maneo* means Maneo Acquisitions, LLC, or an affiliate thereof, and its successors and assigns.

*District* means one or more municipal utility districts created by order of the TCEQ under the provisions of Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended, and which include within its boundaries all or any portion of Tract 1, the ETJ Tract, and/or Tract 2 described and depicted in **Exhibit A-1**, **Exhibit B**, and **Exhibit A-2**, respectively, and any other land that is annexed into the District in the future.

*Effective Date* means the date set forth in the introductory paragraph.

*ETJ Tract* means the approximately +/- 18.851 acres of land described and depicted in **Exhibit B**.

*General Plan* means the conceptual land use plan for the proposed development of the Property, a copy of which is attached hereto as **Exhibit C**, as it may be revised from time to time in accordance with **Section 2.2**.

*Northern Tract Landowner* means Phelps Real Estate III, LLC, a Florida limited liability company, any successor owner of any portion of Tract 1 and/or the ETJ Tract that is a successor or assignee of rights from the Northern Tract Landowner, and any entity affiliated with, related to, or owned or controlled by the Northern Tract Landowner, for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

*Party or Parties* means, individually or collectively, as the context requires, the City, Landowners, and their respective successors and assigns as permitted by this Agreement.

*Property* means Tract 1, Tract 2, and the ETJ Tract.

*Public Infrastructure* means waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and road facilities.

*PUC* means the Public Utility Commission of Texas or its successor agency.

*Southern Tract Landowner* means RPO Properties, L.P., a Texas limited partnership, any successor owner of any portion of Tract 2 that is a successor or assignee of rights from the Southern Tract Landowner, and any entity affiliated with, related to, or owned or controlled by the Southern Tract Landowner for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

*Strategic Partnership Agreement* means the Strategic Partnership Agreement to be entered into between the District and the City, the form of which is attached hereto as **Exhibit H**.

*Successor Landowner* has the meaning set forth in Section 6.1.

*Temporary Housing* has the meaning set forth in Section 4.2.

*Tract 1* means the approximately 386.874-acres of land as described and depicted in **Exhibit A-1**.

*Tract 2* means the approximately 173.18 acres of land as described and depicted in **Exhibit A-2**.

*TCEQ* means the Texas Commission on Environmental Quality or its successor agency.

1.2. **Exhibits**. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A-1	Tract 1 – Metes and Bounds Description and Depiction
Exhibit A-2	Tract 2– Metes and Bounds Description and Depiction
Exhibit B	ETJ Tract – Metes and Bounds Description and Depiction
Exhibit C	General Plan



Exhibit D	Form of Petition for Creation
Exhibit E	Form of Consent Resolution for Creation
Exhibit F	Form of Petition Requesting Expansion and Extension of ETJ
Exhibit G	Form of Consent Resolution for Expansion and Extension of ETJ
Exhibit H	Form of Strategic Partnership Agreement
Exhibit I	Form of Memorandum of Development Agreement

## **ARTICLE II. GENERAL PLAN, PLATTING, AND DEVELOPMENT STANDARDS**

2.1. Introduction. The Property is to be developed as a master-planned community with single-family residential, multi-family, open space, and other public and private amenities.

2.2. General Plan and Amendments Thereto. The City and Landowners acknowledge that the attached General Plan is the conceptual land use plan for the development of the Property by the Developer, and the City hereby approves the General Plan. The Parties acknowledge and agree that the Property will be developed over a number of years. As such, the General Plan may be revised by Landowners from time to time.

2.3. Subdivision and Platting Authority. Landowners shall be required to finally plat any subdivision of the Property in accordance with this Section 2.3, provided that platting shall not be required for any subdivision of the Property for the purpose of qualifying persons to serve on the Board of Directors of the District. Subdivision plats of the Property shall be submitted to the City for review and approval pursuant to the Interlocal Agreement between the City and the County dated November 11, 2019, which grants the City the exclusive jurisdiction to regulate all subdivision plats in the City's ETJ. Notwithstanding any other provision of this Agreement, Landowners shall be responsible for paying all fees related to platting and subdivision of the Property.

2.4. Regulatory Standards and Development Quality. The City and Landowners agree that one of the primary purposes of this Agreement is to provide for quality development of the Property and certainty as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Landowners'

performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or development within the Property.

By the terms of this Agreement, the City and Landowners intend to establish development and design rules and regulations which will ensure a quality, unified development, yet afford the Landowners predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the guidelines established by this Agreement include a general land use plan and annexation rights. The City and Landowners agree that any City ordinance, whether heretofore or hereafter adopted, that addresses matters that are covered by this Agreement shall not be enforced by the City within the Property, except to the extent expressed in this Agreement, and that the provisions of this Agreement govern development of the Property.

Landowners shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of Public Infrastructure or for any City inspection of such Public Infrastructure, except as expressly set forth herein. The City shall not charge any impact fees, capital recovery fees, permit fees associated with construction of Public Infrastructure, inspection fees, or other similar fees, other than fees associated with platting and subdivision of the Property as provided in Section 2.3, in connection with the development of the Property.

There shall be no obligation to apply for, pay for, or obtain from the City any permit for construction of private improvements within the Property or for any City inspection of such private improvements.

Development of the Property shall be in accordance with the City Subdivision Regulations and this Agreement. In the event of any conflict, this Agreement shall control.

2.5. Vesting Rights. The City acknowledges that the Property shall be deemed vested from the Effective Date. Landowners shall have the vested authority to develop the Property in accordance with this Agreement. This acknowledgment by the City is not intended to waive any of the exemptions to vesting codified in Section 245.004 of the Texas Local Government Code.

2.6. Density. The Property shall be developed with a maximum density for residential units not to exceed five (5) units per acre, measured on the total acreage of the Property and subject to a pro rata adjustment upon annexation of additional land into the District.

2.7. Lot Size. The Property shall be developed subject to the below guidelines, which guidelines may be subject to change or modification with the mutual consent of the Parties.

#### SINGLE FAMILY LOT SUMMARY

Lot Type	Minimum Lot Frontage	Minimum Lot Size	Planned Percentage	Allowable Percentage Range
40' LOTS	40'	4,000	25.00%	0.0% - 30.00%
50' LOTS	50'	5,400	45.00%	20.00% - 60.00%
60' LOTS	60'	7,000	30.00%	20.00% - No Max

#### MULTI-FAMILY AND BUILD TO RENT SUMMARY

Product Type	Max Stories and Max Units Per Acre	Planned Acreage and Planned Unit Count	Max Units Per Acre	Allowable Acreage
Multifamily	3 Stories 25 Units Per Acre	15.37 Acres 384 Units	25 Units Per Acre	26 Acres
Build to Rent / SFR	2 Stories Max 12 Units Per Acre	22.01 Acres 264 Units	12 Units Per Acre	38 Acres

2.8. Construction Standards for Public Infrastructure. The Landowners or the District shall be responsible for construction of the anticipated Public Infrastructure to serve the Property. Landowners and the District shall not be required to oversize any Public Infrastructure to serve areas outside the District unless the cost of such oversizing is borne by the benefiting party or parties on a pro rata basis based on the relative benefit received to the total cost and such agreement is memorialized by separate agreement. All capacity in the Public Infrastructure constructed by Landowners or the District will be reserved to serve the Property.

Plans for the construction of the wastewater, drainage and detention, and road facilities to serve the Property shall be submitted to the City for review and approval.

a. *Water Facilities.* The Property is located within the water certificate of convenience and necessity ("CCN") held by Bethesda Water Supply Corporation ("Bethesda WSC"). Bethesda WSC will be the provider of retail water service to the Property and Landowners will work with Bethesda WSC to make provisions for public water supply and distribution services for the Property through public utility facilities to be constructed by or on behalf of the District that are designed and constructed in accordance with TCEQ standards applicable to Bethesda WSC, which standards must meet or exceed all applicable requirements of the State of Texas. The City shall have no obligation to provide water service to the Property, shall not be a party to any water service agreement for the Property, or review plans or inspect water infrastructure constructed to serve the Property.

b. *Wastewater Facilities.* The District will be the provider of retail wastewater service to the Property. The wastewater facilities will be constructed in accordance with the City Subdivision Regulations. All wastewater facilities constructed by or on behalf of the District, to serve the District, will be owned, operated, and maintained by the District or another municipal utility district. Users of wastewater within the Property will be customers of the District. Landowners or the District will cause to be constructed a wastewater treatment plant to serve the Property and any onsite wastewater facilities necessary to serve the Property. The City shall have no obligation to provide wastewater service to the Property and shall not be a party to any wastewater service agreement for the Property, but will have the right to review plans or inspect wastewater infrastructure constructed to serve the Property.

The Parties acknowledge that all or a portion of the Property lies within a wastewater CCN held by the City. The City hereby agrees that the land within the Property will be released from the City's wastewater CCN. Landowners will pursue, and file all necessary materials with the Public Utility Commission of Texas (the "PUC"), to release and/or decertify the land within the Property from the City's wastewater CCN. The City agrees that it will not contest or object to such release and/or decertification and that the City will assist as needed to effectuate the release and/or decertification, at no expense to the City. The City agrees that no compensation shall be owed by Landowners to the City in connection with such wastewater CCN release and/or decertification.

The Parties further acknowledge that an application for a wastewater discharge permit to serve the Property has or will be filed with the TCEQ. The City agrees that it will not act against, protest, or contest such discharge permit or any future amendments thereto.

c. *Drainage and Detention Facilities.* Landowners or the District shall design, construct, and finance drainage and detention facilities to serve the Property. Drainage and detention facilities will be constructed in accordance with the City Subdivision

Regulations. The City shall have no obligation to accept any drainage or detention facilities constructed to serve the Property but will have the right to review plans or inspect such drainage and detention infrastructure constructed to serve the Property. It is anticipated that drainage facilities and detention facilities will be conveyed to the District for ownership and maintenance.

d. *Road Infrastructure.* All public roads to serve the Property shall be designed and constructed in compliance with the City Subdivision Regulations. It is anticipated that road facilities will be conveyed to the District for ownership and maintenance. The City shall have no obligation to accept any road facilities constructed to serve the Property but will have the right to review plans or inspect such road infrastructure.

2.9. Fire Protection. The City shall have no obligation to provide fire protection services to the Property. Fire protection to the Property will be provided by Johnson County ESD #1.

2.10. Police Protection. The City shall have no obligation to provide police protection services to the Property unless and until the Property is annexed into the City, and at such time, the City will provide the Property with the same level of police protection services as the remainder of the City. By separate agreement, the District may request and receive police protection services for the Property from the City.

### ARTICLE III. ETJ EXPANSION; ANNEXATION

3.1. Expansion of City ETJ. The Northern Tract Landowner and the City agree that it would be in the best interest of the City to have all of the ETJ Tract included in the ETJ of the City. To that end, contemporaneous with the City's approval and execution of this Agreement and the release of the ETJ Parcel from the Town of Cross Timber's ETJ (i) the Northern Tract Landowner shall submit a petition to the City under Texas Local Government Code, Chapter 42 requesting that the City expand its ETJ to include the ETJ Tract in the City's ETJ in the form of **Exhibit F**; and (ii) the City shall accept the petition and adopt a resolution expanding the City's ETJ to include the ETJ Tract in the form of **Exhibit G**.

3.2. Annexation. The City shall not annex or attempt to annex, in whole or in part, or dissolve the District encompassing all or any part of the Property until: (1) all of the water, sanitary sewer, drainage, and road facilities to serve the District have been constructed, as determined by the District's engineer; and (2) Landowners, and their successors and assigns, have been fully reimbursed by the District to the maximum extent permitted by the rules of the TCEQ and other applicable law. Upon annexation and dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District. In order to allow such annexation without the need for a confirming election, the City and the District will enter

into the Strategic Partnership Agreement in the form of **Exhibit H** attached hereto, which will provide the terms and conditions under which the City will have the option to annex the District when the conditions in this Section 3.2 have been satisfied.

3.3. Strategic Partnership Agreement. Notwithstanding its rights and powers under existing or subsequently enacted law, the City agrees not to annex, in whole or in part, the District except as provided for in the Strategic Partnership Agreement.

3.4. Annexation of Land by District. In the event additional land is acquired by Landowners and upon receipt of a petition for same, the City agrees to consent to the annexation of such land into the boundaries of the District and to place the petition on the agenda for the next available City Council meeting following Landowners' submission, subject to the City's applicable deadlines for agenda placement. If such land is annexed into the boundaries of the District, the terms of this Agreement may apply to the annexed land upon request by Landowner, and the City agrees to approve any necessary amendments to this Agreement to reflect same.

3.5. Annexation Disclosure. The Landowners expressly acknowledge that the Landowners are not required to enter into this Agreement, but have done so voluntarily, and that future annexation proceedings, if any, in accordance with this Agreement and the Strategic Partnership Agreement were subject to the Landowners' consent. This Agreement is authorized and governed by Chapter 43 of the Texas Local Government Code, Section 212.172(b)(7) of the Texas Local Government Code, and other applicable law. To the fullest extent required by law, the Parties acknowledge that this section complies with Section 212.172(b-1) and Section 43.005 of the Texas Local Government Code.

#### **ARTICLE IV. CITY'S CONSENT TO CREATION; DISTRICT MATTERS**

4.1. Consent to Creation of District. The City hereby consents to creation of the District and the inclusion of the Property therein. No further action will be required on the part of the City to evidence its consent. Provided, however, the City and Landowners recognize that City's consent must be evidenced by a resolution or ordinance of the City. Accordingly, the City agrees to adopt the Consent Resolution in the form of **Exhibit E** contemporaneously with approval of this Agreement. The District will be authorized to exercise all powers granted to municipal utility districts pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, and all other applicable laws and regulations presently existing or hereafter enacted. These powers shall include, but not be limited to, the power to design, construct, and issue bonds for the purpose of water, sewer, drainage, and road facilities. The City agrees to support the creation of the District throughout the TCEQ creation process.

4.2. Temporary Housing. Landowners may utilize manufactured or other forms of temporary housing, trailers, or buildings on the Property for the District's creation and confirmation process, during the construction phases of the Property's development, and for a sales office ("Temporary Housing"). Temporary Housing may be located on any site within the Property for such purposes regardless of whether the land has been subdivided in accordance with this Agreement. No permits shall be required from the City relating to the construction, placement, or use of such structures within the Property.

4.3. Bonds. The District may issue bonds for any purpose authorized by law. The District shall obtain all necessary authorizations for bonds issued in accordance with laws applicable to the District.

## **ARTICLE V. DEFAULT AND TERMINATION**

5.1. Breach of Agreement. If a Party to this Agreement believes that another Party has, by act or omission, committed a breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement. It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that Landowners follow the development plans as set out in the General Plan, as may be amended from time to time.

a. The Parties acknowledge and agree that any substantial deviation by Landowners from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement.

b. The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

1. The imposition or attempted imposition of any moratorium on building or development within the Property;

2. The imposition by the City of a requirement that Landowner, Landowner's grantee, or a grantee's successor apply for or obtain from the City any permit for construction of public or private improvements, obtain any inspection related thereto, or pay any fee for any application, permit, or inspection, other than as may be authorized in this Agreement;

3. The imposition of a requirement to provide Public Infrastructure through some method substantially or materially different than the plan set forth in this Agreement;

4. An attempt by the City to annex, in whole or in part, the District prior to the occurrence of the conditions set forth in the Strategic Partnership Agreement;

5. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement;

6. An attempt by the City to modify, amend, or control the General Plan where same complies with the requirements of this Agreement; and

7. An attempt by the City to unlawfully withhold approval of a plat of land within the Property that complies with the requirements of this Agreement, as specifically described in Section 2.3.

#### 5.2. Notice of Landowners' Default.

a. The City shall notify Landowners in writing of an alleged failure by Landowners to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Landowners shall, within sixty (60) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Landowners.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Landowners in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 5.4 or Section 5.5.

#### 5.3. Notice of City's Default.

a. Landowners shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure



with reasonable particularity. The City shall, within sixty (60) days after receipt of the notice or the longer period of time as Landowners may specify in the notice, either cure the alleged failure or, in a written response to Landowners, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Landowners shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City.

c. If Landowners determine that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Landowners, or that the failure is excusable, the determination shall conclude the investigation.

d. If Landowners determine a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Landowners, then Landowners may exercise the applicable remedy under Section 5.4 or Section 5.5.

#### 5.4. Remedies.

a. If the City determines that Landowners have committed one or more breaches of this Agreement beyond any applicable notice and cure period, the City may file suit in a court of competent jurisdiction in Johnson County, Texas, and seek actual damages to the full extent allowed by law, seek specific performance of this Agreement to the full extent allowed by law, or seek mediation with Landowners under Section 5.5. The City may seek different remedies as specified in this section for different breaches.

b. If Landowners determine that the City has committed one or more breaches of this Agreement beyond any applicable notice and cure period, Landowners may file suit in a court of competent jurisdiction in Johnson County, Texas, seek actual damages to the full extent allowed by law, seek specific performance of this Agreement to the full extent allowed by law, or seek mediation with the City under Section 5.5. Landowners may seek different remedies as specified in this section for different breaches. The City hereby waives any governmental immunity from suit for a breach of this Agreement in accordance with Texas Local Gov't Code Sec. 212.172 (i),(j), and (k).

5.5. Mediation. Before filing suit or seeking any other remedy for breach of this Agreement, the Parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim,

dispute, disagreement, or controversy that arises between the Parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation.

## **ARTICLE VI. MISCELLANEOUS**

6.1. Sale of Property; Assignability. Any Agreement by the Landowners to sell the entirety or any portion of the Property to a person intending to develop the Property or such portion thereof (a "Successor Landowner," whether one or more) and any instrument of conveyance for the entirety or any portion of the Property to such Successor Landowner shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Landowner. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Property. This Agreement is assignable by Landowners. Landowners agree to provide written notice to the City of such assignment.

6.2. Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force for the City), insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty.

6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction. Venue shall be in Johnson County, Texas.

6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the Party to be notified. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Burleson, Texas  
Attn: City Manager  
141 W Renfro Street  
Burleson, TX 76028-4296

If to the Northern Tract Landowner, to:

Phelps Real Estate III, LLC  
Attn: Brad Thompson  
3300 University Blvd., Suite 218  
Winter Park, Florida 32783

If to the Southern Tract Landowner, to:

RPO Properties, L.P.  
Attn: Rob Orr  
201 W. Ellison  
Burleson, TX 76028

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other Parties.

6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the Parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the Parties.

6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

6.8. Benefits of Agreement. This Agreement is for the benefit of the City and the Landowners and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

6.9. Attorneys' Fees. In the event of any litigation between the Parties with respect to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the losing Party.

6.10. Recordation. A memorandum of this Agreement, in substantially the form attached hereto as Exhibit I, shall be recorded in the Official Public Records of the County.

6.11. Execution of Agreements by District. After approval of the creation of the District by the TCEQ, the Board of Directors of the District shall adopt the Strategic Partnership Agreement in the form attached hereto as Exhibit H within ninety (90) days after the election confirming creation of the District.

6.12. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Landowners. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of Landowners and the City.

6.13. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. Landowners hereby certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the [certificates of formation] and governing documents of each entity.

6.14. Statutory Verifications.

a. Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, Landowners verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Landowners, any of their parent companies, nor any of their common-control affiliates currently boycotts or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

b. Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, Landowners represent and verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Landowners, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code, as amended.

c. No Boycott of Energy Companies. Pursuant to Chapter 2276 of the Texas Government Code, as amended, at the time of execution of this Agreement, Landowners do not boycott and will not boycott energy companies. The term “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.

d. No Discrimination Against Firearm Entities. Pursuant to Chapter 2274 of the Texas Government Code, as amended, at the time of execution of the Agreement, Landowners do not have and will not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. The term “discriminates against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code, as amended.

e. No Ownership by Certain Foreign-Owned Companies. Pursuant to Chapter 2275 of the Texas Government Code, as amended, at the time of execution of the Agreement, Landowners are not owned by, or the majority of their stock or other ownership interest, is not held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

f. Legislative and Police Power. The Parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to and in the exercise of its governmental functions, and to the fullest extent required by law, this Agreement shall not be construed as constituting an abrogation or “contracting away” of the City’s police or legislative power pursuant to the Texas Constitution or the City’s Charter, including, but not limited to the City’s, power to protect the public health, safety, and welfare, or to define or prohibit nuisances within 5,000 feet outside its limits under Texas Local Government Code Sec 217.042.

g. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Agreement until the applicable statute of limitations have run.

(Signature Pages Follow)

Executed by the City and Landowners to be effective on the Effective Date.

**CITY:**

CITY OF BURLESON, TEXAS

---

By: Chris Fletcher  
Title: Mayor

**ATTEST:**

---

Amanda Campos, TRMC, CMC, City Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, by Chris Fletcher, Mayor of the City of Burleson, Texas, on behalf of said City.

---

Notary Public, State of Texas

(NOTARY SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

**NORTHERN TRACT LANDOWNER:**

**PHELPS REAL ESTATE III, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

Name: John Phelps

Title: Manager

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
John Phelps, Manager of Phelps Real Estate III, LLC, a Florida limited liability company,  
on behalf of said company

\_\_\_\_\_  
Notary Public Signature

(NOTARY SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]



**SOUTHERN TRACT LANDOWNER:**

**RPO PROPERTIES, L.P.,**  
a Texas limited partnership

By: Orr Investments, LLC,  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: Rob Orr  
Title: President

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Rob Orr, President of Orr Investments, LLC, a Texas limited liability company, general partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said company and limited partnership.

\_\_\_\_\_  
Notary Public Signature

(NOTARY SEAL)

[END OF SIGNATURES]

**EXHIBIT A-1**

TRACT 1

(attached)

# "EXHIBIT A"

## PROPERTY DESCRIPTION

STATE OF TEXAS:

COUNTY OF JOHNSON:

BEING a tract of land situated in the E. Jewell Survey, Abstract No. 447, the G. Fox Survey, Abstract No. 273, the M.J. Moore Survey, Abstract No. 605, and the E. B. Ray Survey, Abstract No. 717, Johnson County, Texas, being that called 314.3351 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in 2022-23190, Official Public Records, Johnson County, Texas (OPRJCT) and being a portion of that called 117.022 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in 2022-37251, OPRJCT, and being more particularly described as follows:

BEGINNING at a bent 3/8" rebar found in the called north line of F.M. No. 917 - Conveyer Drive (called 80' R.O.W, adjoining R.O.W. per Volume 367, Page 594, Deed Records, Johnson County, Texas), being the southeast corner of said Phelps Real Estate III called 314.3351 acre tract and the southwest corner of a tract of land as described in deed to Quentin M. Thomas and Linda S. Thomas, recorded in 2017-10671, OPRJCT;

THENCE along the called north line of said F.M. No. 917 and the south line of said Phelps Real Estate III called 314.3351 acre tract, as follows:

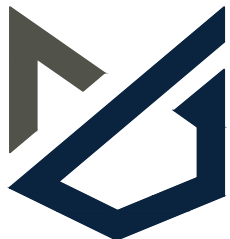
South 88 degrees 41 minutes 10 seconds West, a distance of 1,298.11 feet (deed South 88 degrees 41 minutes 23 seconds West, 1,298.11 feet) to a mag nail with washer stamped KHA found;

South 89 degrees 51 minutes 54 seconds West, a distance of 180.98 feet (deed South 89 degrees 50 minutes 23 seconds West, 181.00 feet) to a 5/8" rebar caped KHA found;

South 89 degrees 48 minutes 33 seconds West, a distance of 167.97 feet (deed South 89 degrees 50 minutes 11 seconds West, 168.00 feet) to a 5/8" rebar caped KHA found;

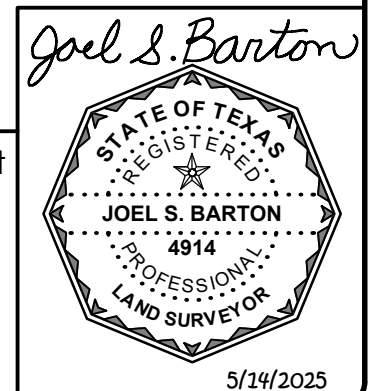
South 89 degrees 58 minutes 48 seconds West, a distance of 1,633.44 feet (deed South 89 degrees 57 minutes 52 seconds West 1,633.34 feet) to a 5/8" rebar caped KHA found at the southwest corner of said Phelps Real Estate III called 314.3351 acre tract, from which a 3" metal fence corner found bears South 88 degrees 38 minutes 09 seconds West, 35.92 feet;

THENCE North 00 degrees 13 minutes 36 seconds East, departing the called north line of said F.M. No. 917, along the west line of said Phelps Real Estate III called 314.3351 acre tract, at a distance of 1,771.37 feet passing a 3/8" rebar found 2.3 feet east of line at the northeast corner of a tract of land as described in deeds to Angelberth Olguin and Ana Isabel Olguin, recorded in 2021-47907 & 2022-815, OPRJCT and the most easterly southeast corner of a Tract #1 as described in deed to Stride Right LLC, recorded in 2022-24930, OPRJCT, at a distance of 2,215.58 feet passing a 1/2" rebar found 0.61 feet west of line, at a distance of 2508.67 feet passing a 1/2" rebar found 1.31 feet west of line at the northeast corner of said Stride Right Tract #1 and the southeast corner of a tract of land as described in deed to Thomas W. Gray and wife, Laura Louise Gray, recorded in Volume 593, Page 329, OPRJCT, at a distance of 2719.99 feet passing a 5/8" rebar found 0.57 feet east of line at the northeast corner of said Gray tract, at a distance of 2937.08 feet passing a 5/8" rebar found 0.59 feet east of line, at a distance of 3154.50 feet passing a 8" wood fence corner found 0.93 feet east of line at the northeast corner of Lot 2, Block 1 of the minor plat of Lots 1 and 2, Block 1, Seekins Addition, an addition to Johnson County, Texas as recorded in 2021-243, OPRJCT and the southeast corner of Lot 12, Block 1 of the final plat of Lots 1-23, Block 1, Sherwood Oaks Estates, located in the City of Burleson, Johnson County, Texas as recorded in 2023-109, OPRJCT, at a distance of 3482.05 feet passing a 1/2" rebar capped BLUESTAR SURVEYING found 0.90 feet east of line at the northeast corner of said Lot 12, Block 1, at a distance of 3810.05 feet passing a 5/8" rebar found 0.96 feet east of line at the northeast corner of Lot 11, Block 1 of said Sherwood Oaks Estates and the southeast corner of a tract of land as described in deed to James Clifton Thiebaud and Kristen L. Thiebaud, recorded in 2013-1990, OPRJCT, continuing a total distance of 4,263.50 feet (deed North 00 degrees 13 minutes 18 seconds East, 4,263.96 feet) to a 5/8" rebar caped KHA found at the northwest corner of said Phelps Real Estate III called 314.3351 acre tract, from which a 5/8" rebar found bears North 60 degrees 33 minutes East, 0.61 feet;



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Checked:	J.S.B.	



## "EXHIBIT A"

THENCE along the north line of said Phelps Real Estate III called 314.3351 acre tract, as follows:

South 89 degrees 48 minutes 55 seconds East, adjoined by a tract of land as described in deed to Scott P. Campbell and Andera D. Campbell, recorded in Volume 3619, Page 848, DRJCT and a tract of land as described in deed to Roger Ball, recorded in Volume 4267, Page 656, DRJCT, at a distance of 1093.72 feet passing a 1/2" rebar capped BLUESTAR SURVEYING found 0.16 feet north of line at the southeast corner of said Ball tract and the southwest corner of a tract of land as described in deed to MET Group, LLC, recorded in 2023-10103, OPRJCT, continuing a total distance of 1,516.48 feet (deed South 89 degrees 48 minutes 49 seconds East 1,516.75 feet) to a 5/8" rebar capped KHA found, from which a 1/2" rebar capped BLUESTAR SURVEYING found bears North 74 degrees 16 minutes East, 0.87 feet;

South 89 degrees 52 minutes 31 seconds East, adjoined by said MET Group tract, a distance of 246.36 feet (deed South 89 degrees 48 minutes 28 seconds East, 245.50 feet) to a 5/8" rebar found at the most westerly northwest corner of said Phelps Real Estate III called 117.022 acre tract and the southwest corner of Tract Four as described in deed to Jena L. Tarver, recorded in 2014-19196, OPRJCT;

THENCE North 89 degrees 06 minutes 51 seconds East, along a north line of said Phelps Real Estate III called 117.022 acre tract and the south line of said Tarver Tract Four, distance of 1,308.13 feet (deed North 89 degrees 06 minutes 46 seconds East, 1,308.08 feet) to a reentrant corner of said Phelps Real Estate III called 117.022 acre tract and the southeast corner of said Tarver Tract Four;

THENCE South 89 degrees 54 minutes 27 seconds East, across said Phelps Real Estate III called 117.022 acre tract, a distance of 657.29 feet to a 1" steel pipe found at a reentrant corner of said Phelps Real Estate III called 117.022 acre tract;

THENCE North 88 degrees 29 minutes 26 seconds East, along a north line of said of said Phelps Real Estate III called 117.022 acre tract, a distance of 1,205.95 feet (deed North 88 degrees 29 minutes 23 seconds East, 1,205.87 feet) to a bent 5/8" rebar found in the asphalt pavement of County Road No. 805 - Bethesda Road (no dedication found), from which a mag nail with washer stamped HANNA SURVEYING found at the southeast corner of said final plat the Bassham Addition bears S 36 degrees 18 minutes 59 seconds West, 29.53 feet;

THENCE along the centerline of said County Road No. 805 and the east line of said Phelps Real Estate III called 117.022 acre tract, as follows:

South 35 degrees 50 minutes 30 seconds West, a distance of 50.32 feet to a point;

South 41 degrees 24 minutes 43 seconds West, at a distance of 243.00 feet passing a bent 5/8" rebar found 2.35 northwest of line at the northwest corner of a tract of land as described in deed to Richard A. Eason and wife, Violet D. Eason, recorded in Volume 905, Page 264, DRJCT and the northeast corner of a tract of land as described in deed to Shawn A. Becker and Julie E. Becker, recorded in 2016-22121, OPRJCT, at a distance of 522.83 feet passing a bent 5/8" rebar found 2.09 feet southeast of line, continuing a total distance of 701.42 feet to a point;

South 39 degrees 32 minutes 43 seconds West, at a distance of 171.72 feet passing a disturbed 1/2" rebar found 1.6 southeast of line at the northwest corner of said Becker tract, continuing a total distance of 400.00 feet to a point;

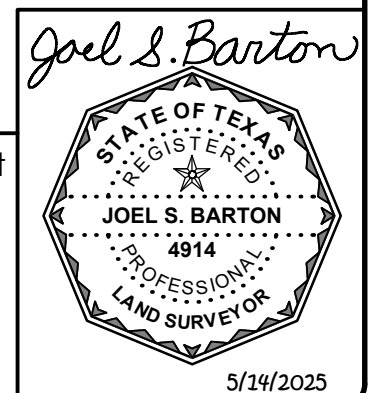
South 37 degrees 42 minutes 43 seconds West, at a distance of 3.97 feet passing a bent 1/2" rebar found 1.39 feet northwest of line, at a distance of 86.57 feet passing a 1/2" rebar found 7.87 feet northwest of line, continuing a total distance of 100.00 feet to a point;

South 26 degrees 02 minutes 43 seconds West, a distance of 100.00 feet to a point;



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Checked:	J.S.B.	



## "EXHIBIT A"

South 17 degrees 21 minutes 40 seconds West, a distance of 175.07 feet to a point at the southeast corner of said Phelps Real Estate III called 117.022 acre tract, from which a disturbed 1/2" rebar found bears N 51 degrees 35 minutes West, 4.86 feet, a 1/2" rebar found bears South 33 degrees 22 minutes 27 seconds West, 10.91 feet, and a bent 5/8" rebar found bears South 26 degrees 49 minutes 08 seconds West, 6.06 feet;

South 89 degrees 10 minutes 00 seconds West, a distance of 2.42 feet to a point;

THENCE along the east line of said Phelps Real Estate III called 314.3351 acre tract, as follows:

South 11 degrees 53 minutes 51 seconds East, at a distance of 86.21 feet passing a bent 1/2" rebar found 21.19 feet west of line, continuing a total distance of 364.60 feet (deed South 11 degrees 53 minutes 51 seconds East, 366.00 feet);

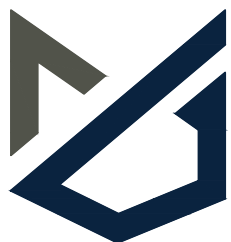
South 00 degrees 04 minutes 11 seconds East, a distance of 1,481.74 feet a mag nail found in asphalt pavement in said County Road No. 805, being the northeast corner of the aforementioned Quentin M. Thomas and Linda S. Thomas tract recorded in 2017-10671, OPRJCT, from which a 3/8" rebar found bears North 89 degrees 59 minutes 26 seconds West, 20.24 feet;

THENCE South 88 degrees 57 minutes 32 seconds West, departing said County Road No. 805, along the north line of said Thomas tract, a distance of 822.43 feet (deeds South 88 degrees 56 minutes 49 seconds West, 822.09 feet & South 88 degrees 56 minutes 19 seconds West, 822.09 feet) to a leaning 1" steel pipe found at the northwest corner of said Thomas tract;

THENCE South 00 degrees 48 minutes 38 seconds West, along the west line of said Thomas tract, a distance of 1,212.94 feet (deeds South 00 degrees 49 minutes 39 seconds West, 1213.00 feet & South 00 degrees 49 minutes 09 seconds West, 1213.06 feet) to the POINT OF BEGINNING, containing 386.874 acres of land.

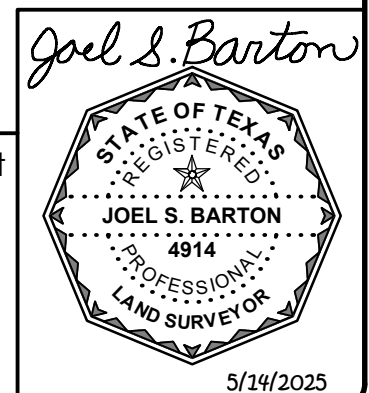
### NOTE:

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

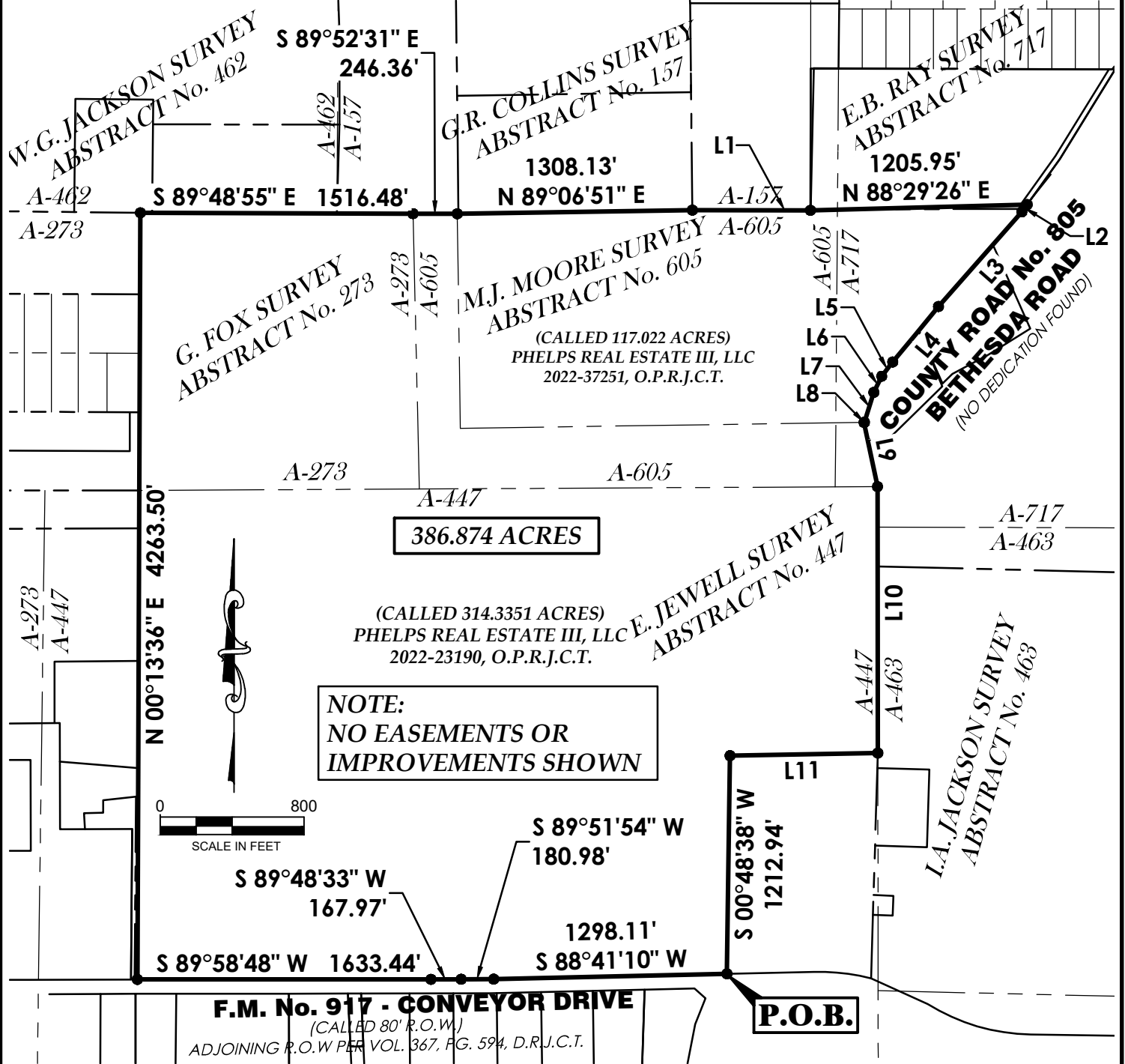


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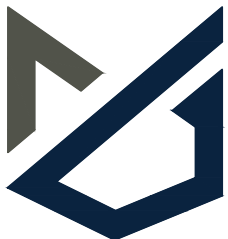
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Drafted:	T.J.M.	5
Checked:	J.S.B.	



"EXHIBIT A"



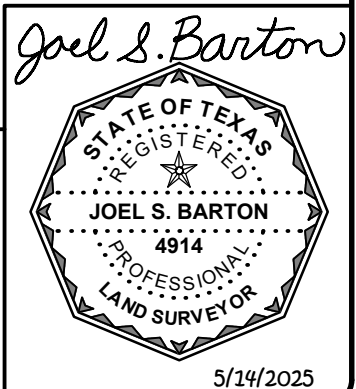
**SEE SHEET 5 FOR  
LINE DATA**



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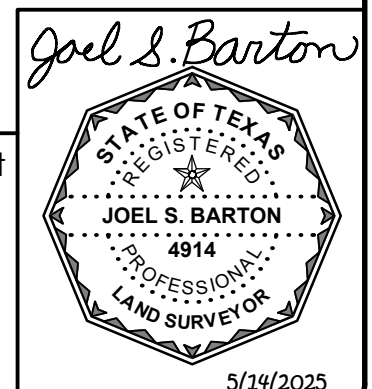
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°54'27"E	657.29'
L2	S35°50'30"W	50.32'
L3	S41°24'43"W	701.42'
L4	S39°32'43"W	400.00'
L5	S37°42'43"W	100.00'
L6	S26°02'43"W	100.00'
L7	S17°21'40"W	175.07'
L8	S89°10'00"W	2.42'
L9	S11°53'51"E	364.60'
L10	S00°04'11"E	1481.74'
L11	S88°57'32"W	822.43'



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 817-329-4373  
 TxEng Firm # F-2944 | TxSurv Firm # 10021700

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 Checked: J.S.B.

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**EXHIBIT A-2**

TRACT 2

(attached)



BEING a 173.186-acre tract of land out of the Garrett Fox Survey, Abstract Number 273 and the Ebenezer Jewell Survey, Abstract Number 447, Johnson County, Texas, and being comprised of three (3) tracts of land belonging to Lucille Jackson by an Affidavit of Heirship as recorded in Volume 536, Page 156 of the Deed Records of Johnson County, Texas (D.R.J.C.T.), and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 260, Page 557, D.R.J.C.T., and being all of that certain tract of land as described in a Deed to C.R. Briley as recorded in Volume 405, Page 396, D.R.J.C.T., and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 306, Page 417, D.R.J.C.T., and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the south right-of-way line of Farm To Market Road 917 (a variable width right-of-way), being the northwest corner of that certain tract of land as described in Deed to Jeremy Clark as recorded in Volume 4406, Page 445, D.R.J.C.T.;

THENCE S 00°10'20" W, departing the south right-of-way line of said Farm To Market Road 917 and with the west line of said Jeremy Clark tract, a distance of 782.13 feet a fence corner post for the southwest corner of said Jeremy Clark tract;

THENCE N 89°23'09" E, with the south line of said Jeremy Clark tract and along a barbed wire fence, a distance of 390.53 feet to a 3/4-inch iron rod found for the southeast corner of said Jeremy Clark tract, same point being the southwest corner of that certain tract of land as described in a Life Estate Deed to Shirley Wells as recorded in Volume 3674, Page 34, D.R.J.C.T.;

THENCE N 89°23'29" E, with the south line of said Shirley Wells tract and continuing along said barbed wire fence, a distance of 189.95 feet to a 3/4-inch iron rod found for the southeast corner of said Shirley Wells tract, same point being the southwest corner of that certain tract of land described in a Deed of Trust to C. Alan Renfro as recorded in Document Number 2019-33726 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.);

THENCE N 89°37'50" E, with the south line of said C. Alan Renfro tract and continuing along said barbed wire fence, a distance of 867.39 feet to a fence corner post, same point being the most westerly northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas (P.R.J.C.T.);

THENCE S 00°43'43" E, with the west line of said Locker Place Addition and departing said barbed wire fence, a distance of 2,251.09 feet to a fence corner post, same point being the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE S 89°14'10" W, with the north line of said Three Sisters Estates, a distance of 648.89 feet to a 1/2-inch capped iron rod found stamped "RPLS 8544", same point being the common corner of Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE S 88°15'52" W, continuing with the north line of said Three Sisters Estates, a distance of 858.36 feet to a 1-inch iron pipe found, same point being the common corner of said Lot 2 of Three Sisters Estates and Lot 2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE S 89°17'23" W, with the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 1/2-inch iron pipe found, same point being the northeast corner of Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Replat thereof as recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE S 89°53'40" W, with the north line of said Lot 1R2 and along a barbed wire fence, a distance of 499.03 feet to a fence corner post in the east right-of-way line of Meadow Drive (a variable width right-of-way, according to the recorded plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas as recorded in Volume 1, Page 73, P.R.J.C.T.), same point being the northwest corner of Lot 1R1 of said Volume 10, Page 823, P.R.J.C.T.;

THENCE N 00°12'33" W, with the east right-of-way line of said Meadow Drive, with the east line of said Ridgecrest Estates Section 3 and along a barbed wire fence, passing at a distance of 431.45 feet to a 3/8-inch iron rod found, same point being the common corner of Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 694.11 feet to a 3/8-inch iron rod found, same point being the common corner of said Lot 6 and Lot 5, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 954.46 feet to a 3/8-inch iron rod found, same point being the common corner of said Lot 5 and Lot 4, Block 12 of said Ridgecrest Estates Section 3, and continuing, in all, a total distance of 1,507.21 feet to a point for corner, same point being the southeast corner of that certain tract of land as described in a Warranty Deed to C.W. Vest and Linda Vest as recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE N 03°13'19" E, with the east line of said C.W. Vest and Linda Vest tract and continuing along said barbed wire fence, a distance of 433.19 feet to a point for corner, same point being the easternmost southeast corner of that certain tract of land as described in a Deed of Trust to T.H. Little as recorded in Volume 269, Page 508, D.R.J.C.T.;

THENCE N 01°24'20" E, with the east line of said T.H. Little tract and along said barbed wire fence, a distance of 600.21 feet to point for corner, same point being the common corner of said T.H. Little tract and that certain tract of land as described in a Warranty Deed to Charles Dickerson as recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE N 00°04'35" W, with the east line of said Charles Dickerson tract and continuing along said barbed wire fence, a distance of 467.43 feet to a point for corner in the south right-of-way line of said Farm To Market Road 917, same point being the beginning of a non-tangent curve to the right;

THENCE Northeasterly, with the south right-of-way line of said Farm To Market 917 and with said non-tangent curve to the right having a central angle of 30°01'10", a radius of 427.18 feet, a chord

which bears N 74°45'14" E - 221.26 feet, and an arc length of 223.81 feet to a 1/2-inch iron rod found, same point being the northwest corner of that certain tract of land as described in a Special Warranty Deed to Carol Ann Wylie as recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE S 00°00'17" E, with the west line of said Carol Ann Wylie tract, a distance of 271.54 feet to a 5/8-inch iron rod found;

THENCE N 89°54'57" E, with the south line of said Carol Ann Wylie tract, a distance of 159.93 feet to a 5/8-inch iron rod found;

THENCE N 00°06'48" W, with the east line of said Carol Ann Wylie tract, a distance of 272.80 feet to a 5/8-inch iron rod found in the south right-of-way line of said Farm To Market 917, same point being the northeast corner of said Carol Ann Wylie tract;

THENCE N 89°57'03" E, with the south right-of-way line of said Farm To Market Road 917, a distance of 1,006.70 feet to the POINT OF BEGINNING, containing 173.186 acres (or 7,544,002 square feet) of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00. All distances are surface values, US Survey Feet;

I, John Truong, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this legal description and plat represent an actual survey made on the ground under my supervision.

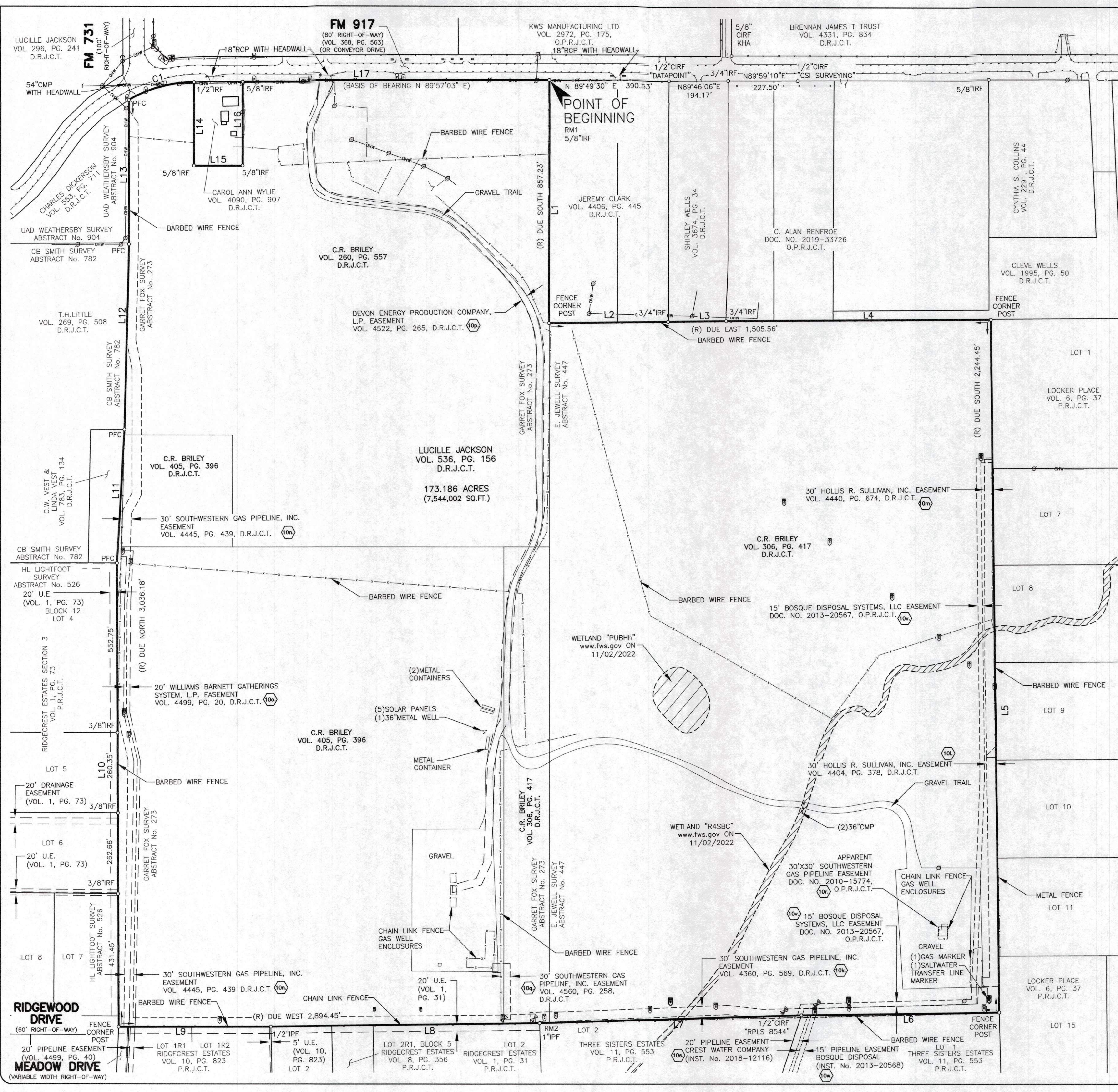
  
John Truong  
Registered Professional Land Surveyor  
Texas Registration No. 6514

03/19/2025  
Date



Adams Surveying Company, LLC  
TBPELS Firm Registration No. 10177500  
P.O. Box 833059  
Richardson, Texas 75080  
469.317.0250  
surveytx@txasc.com





- LEGEND**
- Utility Pole
  - Guy Wire
  - Gas Marker
  - Communications Marker
  - Communications Pedestal
  - Communications Vault
  - Electric Marker
  - Saltwater Transfer Line Marker
  - 10" Pipe Valve
  - Fence
  - Overhead Wire
  - Asphalt

**ABBREVIATIONS**

CIRF = CAPPED IRON ROD FOUND  
CIRS = 5/8" YELLOW CAPPED IRON ROD SET "ADAMS SURVEYING COMPANY LLC"  
IRF = IRON ROD FOUND  
IPF = IRON PIPE FOUND  
O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS  
D.R.J.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS  
P.R.J.C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS  
VOL. = VOLUME  
PG. = PAGE  
DOC. NO. = DOCUMENT NUMBER  
SQ. FT. = SQUARE FEET  
PFC = POINT FOR CORNER, UNABLE TO SET  
(R) = RECORD CALL PER DEEDS  
U.E. = UTILITY EASEMENT

\*ALL LINE TABLE ITEMS ARE MEASURED DISTANCES BASED ON BEARING BASIS TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83 (2011), EPOCH 2010.00, GIVING THE NORTH LINE OF THIS PARCEL A BEARING OF N 89°57'03" E.

CURVE TABLE				
CURVE	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH/ARC LENGTH
C1	30°01'10"	427.18'	N 74°45'14" E	221.26' / 223.81'

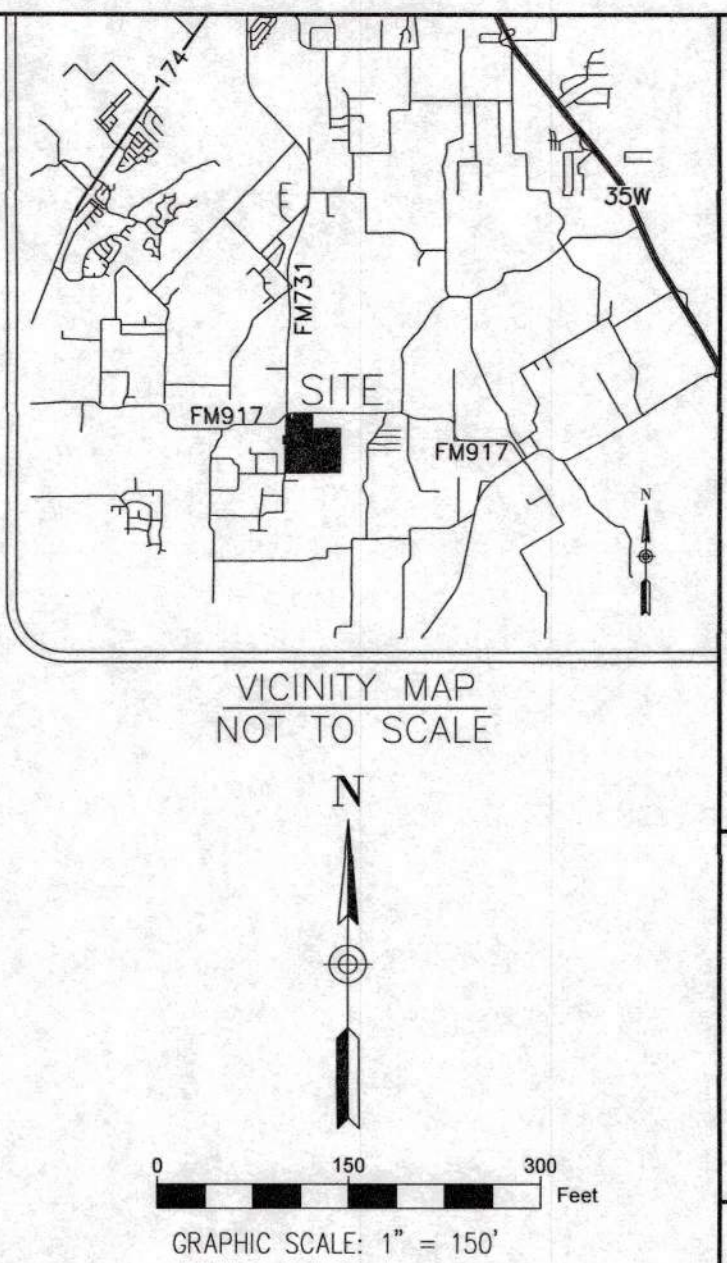
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°10'20" W	782.13'
L2	N 89°23'09" E	390.53'
L3	N 89°23'29" E	189.95'
L4	N 89°37'50" E	867.39'
L5	S 00°43'43" E	2,251.09'
L6	S 89°14'10" W	648.89'
L7	S 88°15'52" W	858.36'
L8	S 89°17'23" W	880.85'
L9	S 89°53'40" W	499.03'
L10	N 00°12'33" W	1,507.21'
L11	N 03°13'19" E	453.19'
L12	N 01°24'20" E	600.21'
L13	N 00°04'35" W	467.43'
L14	S 00°00'17" E	271.54'
L15	N 89°54'57" E	159.93'
L16	N 00°06'48" W	272.80'
L17	N 89°57'03" E	1,006.70'

To: RPO Properties, LP;  
First National Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Table A items: 1-4, 6(a), 7(a) (overall dimensions), 8, 9, 11 (observed features), 13, 14 and 16.

Field Survey Completed: October 12, 2022

John Truong  
Registered Professional Land Surveyor  
No. 6514  
Date 11/18/2022



P.O. Box 833059  
Richardson, TX 75083  
Ph: (469) 317-0250  
Fax: (214) 295-9844  
TBPELS No. 10177500

ALTA/NSPS LAND TITLE SURVEY  
2924 CONVEYOR DRIVE, BURLESON, TEXAS 76028  
BEING 173.186 ACRES IN THE  
Garrett Fox Survey Abstract No. 273 &  
Ebenezer Jewell Survey, Abstract No. 447  
Johnson County, Texas

DRAWN BY	JM
CHECKED BY	JA
DATE	11/18/2022





Adams

Surveying  
Company,  
LLC

P.O. Box 833059  
Richardson, TX 75083  
Ph: (469) 317-0250  
Fax: (214) 295-9844

TBPELS No. 10177500

ALTA/NSPS LAND TITLE SURVEY  
2924 CONVEYOR DRIVE, BURLESON, TEXAS 76028  
BEING 173.186 ACRES IN THE  
Garrett Fox Survey Abstract No. 273 &  
Ebenezer Jewell Survey, Abstract No. 447  
Johnson County, Texas

FIELD NOTES

BEING a 173.186-acre tract of land out of the Garrett Fox Survey, Abstract Number 273 and the Ebenezer Jewell Survey, Abstract Number 447, Johnson County, Texas, and being comprised of three (3) tracts of land belonging to Lucille Jackson by an Affidavit of Heirship as recorded in Volume 536, Page 156 of the Deed Records of Johnson County, Texas (D.R.J.C.T.), and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 260, Page 557, D.R.J.C.T., and being all of that certain tract of land as described in a Deed to C.R. Briley as recorded in Volume 405, Page 396, D.R.J.C.T., and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 306, Page 417, D.R.J.C.T., and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the south right-of-way line of Farm To Market Road 917 (a variable width right-of-way), being the northwest corner of that certain tract of land as described in Deed to Jeremy Clark as recorded in Volume 4406, Page 445, D.R.J.C.T.;

THENCE S 00°10'20" W, departing the south right-of-way line of said Farm To Market Road 917 and with the west line of said Jeremy Clark tract, a distance of 782.13 feet a fence corner post for the southwest corner of said Jeremy Clark tract;

THENCE N 89°23'09" E, with the south line of said Jeremy Clark tract and along a barbed wire fence, a distance of 390.53 feet to a 3/4-inch iron rod found for the southeast corner of said Jeremy Clark tract, same point being the southwest corner of that certain tract of land as described in a Life Estate Deed to Shirley Wells as recorded in Volume 3674, Page 34, D.R.J.C.T.;

THENCE N 89°23'29" E, with the south line of said Shirley Wells tract and continuing along said barbed wire fence, a distance of 189.95 feet to a 3/4-inch iron rod found for the southeast corner of said Shirley Wells tract, same point being the southwest corner of that certain tract of land described in a Deed of Trust to C. Alan Renfro as recorded in Document Number 2019-33726 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.);

THENCE N 89°37'50" E, with the south line of said C. Alan Renfro tract and continuing along said barbed wire fence, a distance of 867.39 feet to a fence corner post, same point being the most westerly northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas (P.R.J.C.T.);

THENCE S 00°43'43" E, with the west line of said Locker Place Addition and departing said barbed wire fence, a distance of 2,251.09 feet to a fence corner post, same point being the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE S 89°14'10" W, with the north line of said Three Sisters Estates, a distance of 648.89 feet to a 1/2-inch capped iron rod found stamped "RPLS 8544", same point being the common corner of Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE S 88°15'52" W, continuing with the north line of said Three Sisters Estates, a distance of 858.36 feet to a 1-inch iron pipe found, same point being the common corner of said Lot 2 of Three Sisters Estates and Lot 2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE S 89°17'23" W, with the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 1/2-inch iron pipe found, same point being the northeast corner of Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Replat thereof as recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE S 89°53'40" W, with the north line of said Lot 1R2 and along a barbed wire fence, a distance of 499.03 feet to a fence corner post in the east right-of-way line of Meadow Drive (a variable width right-of-way, according to the recorded plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas as recorded in Volume 1, Page 73, P.R.J.C.T.), same point being the northwest corner of Lot 1R1 of said Volume 10, Page 823, P.R.J.C.T.;

THENCE N 00°12'33" W, with the east right-of-way line of said Meadow Drive, with the east line of said Ridgecrest Estates Section 3 and along a barbed wire fence, passing at a distance of 431.45 feet to a 3/8-inch iron rod found, same point being the common corner of Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 694.11 feet to a 3/8-inch iron rod found, same point being the common corner of said Lot 6 and Lot 5, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 954.46 feet to a 3/8-inch iron rod found, same point being the common corner of said Lot 5 and Lot 4, Block 12 of said Ridgecrest Estates Section 3, and continuing, in all, a total distance of 1,507.21 feet to a point for corner, same point being the southeast corner of that certain tract of land as described in a Warranty Deed to C.W. Vest and Linda Vest as recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE N 03°13'19" E, with the east line of said C.W. Vest and Linda Vest tract and continuing along said barbed wire fence, a distance of 433.19 feet to a point for corner, same point being the easternmost southeast corner of that certain tract of land as described in a Deed of Trust to T.H. Little as recorded in Volume 269, Page 508, D.R.J.C.T.;

THENCE N 01°24'20" E, with the east line of said T.H. Little tract and along said barbed wire fence, a distance of 600.21 feet to point for corner, same point being the common corner of said T.H. Little tract and that certain tract of land as described in a Warranty Deed to Charles Dickerson as recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE N 00°04'35" W, with the east line of said Charles Dickerson tract and continuing along said barbed wire fence, a distance of 467.43 feet to a point for corner in the south right-of-way line of said Farm To Market Road 917, same point being the beginning of a non-tangent curve to the right;

THENCE Northeasterly, with the south right-of-way line of said Farm To Market 917 and with said non-tangent curve to the right having a central angle of 30°01'10", a radius of 427.18 feet, a chord which bears N 74°45'14" E = 221.26 feet, and an arc length of 223.81 feet to a 1/2-inch iron rod found, same point being the northwest corner of that certain tract of land as described in a Special Warranty Deed to Carol Ann Wylie as recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE S 00°00'17" E, with the west line of said Carol Ann Wylie tract, a distance of 271.54 feet to a 5/8-inch iron rod found;

THENCE N 89°54'57" E, with the south line of said Carol Ann Wylie tract, a distance of 159.93 feet to a 5/8-inch iron rod found;

THENCE N 00°06'48" W, with the east line of said Carol Ann Wylie tract, a distance of 272.80 feet to a 5/8-inch iron rod found in the south right-of-way line of said Farm To Market 917, same point being the northeast corner of said Carol Ann Wylie tract;

THENCE N 89°57'03" E, with the south right-of-way line of said Farm To Market Road 917, a distance of 1,006.70 feet to the POINT OF BEGINNING, containing 173.186 acres (or 7,544,002 square feet) of land, more or less.

TITLE COMMITMENT NOTES

Commitment for Title Insurance issued by First National Title Insurance Company.

GF Number: 22-692164-BL  
Effective Date: October 17, 2022  
Issued Date: October 24, 2022

10. The following matters and all terms of the documents creating or offering evidence of the matters:

f. Easement created in instrument executed by C.R. Briley and Myrtle to Sinclair Pipe Line Company, dated November 8, 1955, filed December 14, 1955, recorded in Volume 405, Page 401, Deed Records, Johnson County, Texas.  
(Affects Blanket-Ingress/Egress)

g. This item has been intentionally deleted.

h. This item has been intentionally deleted.

i. Easement created in instrument executed by Lucille Jackson to Johnson County Electric Cooperative Association, dated , filed September 28, 1994, recorded in Volume 1830, Page 594, Deed Records, Johnson County, Texas.  
(Affects)(~~Could Not Locate As Described~~)

j. Easement created in instrument executed by to C.R. Briley deceased Lucille Jackson to Johnson County Electric Cooperative dated March 23, 1999, filed November 15, 1999, recorded in Volume 2405, Page 814, Deed Records, Johnson County, Texas.  
(Affects)(~~Could Not Locate As Described~~)

k. Easement created in instrument executed by A. D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated February 29, 2008, filed May 20, 2008, recorded in Volume 4360, Page 569, Deed Records, Johnson County, Texas.  
(Affects As Shown)

l. Easement created in instrument executed by A. D. Jackson and Lucille Jackson to Hollis R. Sullivan, Inc., dated May 30, 2008, filed July 21, 2008, recorded in Volume 4404, Page 378, Deed Records, Johnson County, Texas.  
(Affects As Shown)

m. Easement created in instrument executed by Lucille B. Jackson and A. D. Jackson to Hollis R. Sullivan, Inc., dated , filed August 1, 2008, recorded in Volume 4440, Page 674, Deed Records, Johnson County, Texas.  
(Affects As Shown)

n. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated August 29, 2008, filed September 11, 2008, recorded in Volume 4445, Page 439, Deed Records, Johnson County, Texas.  
(Affects As Shown)

o. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Williams Barnett Gathering System, L.P., dated November 17, 2008, filed December 3, 2008, recorded in Volume 4499, Page 20, Deed Records, Johnson County, Texas.  
(Affects As Shown)

p. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Devon Energy Production Company, L.P., dated Dec 23, 2008, filed Jan 21, 2009, recorded in Volume 4522, Page 265, Deed Records, Johnson County, Texas.  
(Affects As Shown)

q. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated 2/18/2009, filed 3/27/2009, recorded in Volume 4560, Page 258, Deed Records, Johnson County, Texas.  
(Affects As Shown)

r. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated 5/11/2010, filed 6/4/2010, recorded in Document Number 2010-15774, Official Public Records, Johnson County, Texas.  
(Affects As Shown)

s. This item has been intentionally deleted.

t. This item has been intentionally deleted.

u. This item has been intentionally deleted.

v. Easement created in instrument executed by Lucille and A. D. Jackson to Bosque Disposol Systems, LLC, dated February 27, 2013, filed August 20, 2013, recorded in Document Number 2013-20567, Official Public Records, Johnson County, Texas. (Affects As Shown)

w. This item has been intentionally deleted.

RECORD MONUMENTS

RM 1: 5/8-inch iron rod found in the south right-of-way line of Farm To Market Road 917, being the northwest corner of that certain tract of land as described in Deed to Jeremy Clark as recorded in Volume 4406, Page 445 of the Deed Records of Johnson County, Texas.

RM 2: 1-inch iron pipe found for the northeast corner of Lot 2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 1, Page 31 of the Plat Records of Johnson County, Texas, same being the northwest corner of Lot2 of Three Sisters Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 11, Page 553 of the Plat Records of Johnson County, Texas.

GENERAL NOTES

All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00, giving the south right-of-way line of Farm To Market Road 917 and the north line of this parcel a bearing of N 89°57'03" E.

- At the time the survey was completed, no visible evidence of recent earth moving, building construction or building additions were observed.
- At the time the survey was completed, no evidence of recent street or sidewalk construction or repairs were observed.
- At the time the survey was completed, no field delineation of wetlands markers observed.
- This survey was completed without the benefit of a Title Commitment.

FLOOD STATEMENT

According to Map No. 48251C0180J, dated December 4, 2012, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Johnson County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X". Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain. This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

DRAWN BY	JM
CHECKED BY	JA
DATE	11/18/2022

SHEET 2 OF 2



**EXHIBIT B**

ETJ TRACT

(attached)

# "EXHIBIT A"

## PROPERTY DESCRIPTION

STATE OF TEXAS:  
COUNTY OF JOHNSON:

BEING a tract of land situated in the G.R. Collins Survey, Abstract No. 157 and the M.J. Moore Survey, Abstract No. 605, Johnson County, Texas, being a portion of that called 117.022 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in 2022-37251, Official Public Records, Johnson County, Texas (OPRJCT), and being more particularly described as follows:

COMMENCING at a 1/2" rebar found at the most northerly northeast corner of said Phelps Real Estate III called 117.022 acre tract, from which a 1/2" rebar found bears South 79 degrees 14 minutes 17 seconds West, 1.72 feet;

THENCE South 00 degrees 04 minutes 08 seconds West, along an east line of said of said Phelps Real Estate III called 117.022 acre tract and the west line of a tract of land as described in deed to Lynn Smiley Allen, recorded in Volume 3044, Page 680 & Volume 3535, Page 539, Deed Records, Johnson County, Texas (DRJCT), a distance of 930.14 feet (deed South 00 degrees 03 minutes 56 seconds West, 929.96 feet) to a 1/2' rebar capped LANDES found at the southwest corner of said Allen tract;

THENCE North 89 degrees 50 minutes 14 seconds East, along a north line of said of said Phelps Real Estate III called 117.022 acre tract and the south line of said Allen tract, a distance of 161.94 feet (deed South 89 degrees 58 minutes 13 seconds East, 161.82 feet) to a 1/2" rebar capped CBG SURVEYING found at the northwest corner of Tract 14 of South Oaks subdivision as recorded in Volume 4, Page 30, DRJCT;

THENCE South 00 degrees 28 minutes 12 seconds West, along an east line of said of said Phelps Real Estate III called 117.022 acre tract and the west line of said South Oaks subdivision, at a distance of 301.81 feet (plat 301.85 feet) passing a 1/2" rebar found at the southwest corner of said Tract 14, continuing a total distance of 573.69 feet to POINT OF BEGINNING of the herein described tract of land;

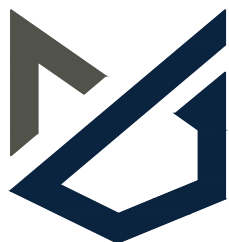
THENCE South 00 degrees 28 minutes 12 seconds West, along an east line of said Phelps Real Estate III called 117.022 acre tract and the west line of said South Oaks subdivision, a distance of 362.73 feet to a leaning 3/8" rebar found at the southwest corner of said South Oaks subdivision, said point being 1.95 feet south of the north line of Lot 1, Block 1 of the Bassham Addition, an addition to the Town of Cross Timber, Johnson County, Texas as recorded in 2022-78, OPRJCT;

THENCE South 89 degrees 57 minutes 41 seconds West, along a reentrant line of said Phelps Real Estate III called 117.022 acre tract, a distance of 155.35 feet (deed North 89 degrees 51 minutes 04 seconds West, 155.41 feet) to a 5/8" rebar capped ADAMS found, from which a 5/8" rebar capped HANNA SURV PLS 6647 found at the northwest corner of said Lot 1, Block 1 of the Bassham Addition bears North 81 degrees 29 minutes 31 seconds East, 17.30 feet;

THENCE South 00 degrees 04 minutes 18 seconds West, along an east line of said of said Phelps Real Estate III called 117.022 acre tract, a distance of 787.43 feet (deed South 00 degrees 03 minutes 56 seconds West, 787.44 feet) to a 1" steel pipe found at a reentrant corner of said Phelps Real Estate III called 117.022 acre tract;

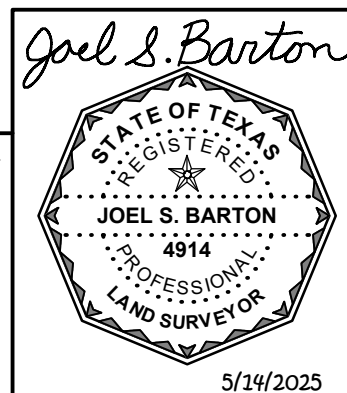
THENCE North 89 degrees 54 minutes 27 seconds West, across said Phelps Real Estate III called 117.022 acre tract, a distance of 657.29 feet to a reentrant corner of said Phelps Real Estate III called 117.022 acre tract and the southeast corner of Tract Three as described in deed to Jena L. Tarver, recorded in 2014-19196, OPRJCT;

THENCE North 00 degrees 37 minutes 55 seconds West, along a west line of said Phelps Real Estate III called 117.022 acre tract and the east line of said Tarver Tract Three, a distance of 1150.52 feet to the northwest corner of the herein described tract;



**GM civil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	NONE	Sheet
Date:	5/14/2025	1
Job No.:	24006	of
Drafted:	T.J.M.	3
Checked:	J.S.B.	

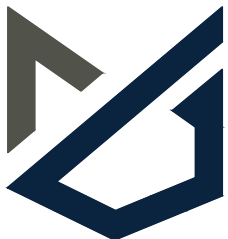


## "EXHIBIT A"

THENCE South 89 degrees 54 minutes 48 seconds East, departing the east line of said Tarver Tract Three, across said Phelps Real Estate III called 117.022 acre tract, a distance of 829.30 feet to the POINT OF BEGINNING and containing 18.851 acres of land.

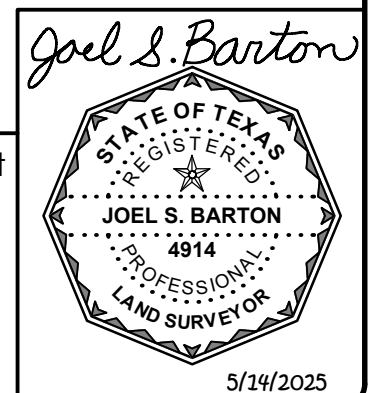
### NOTE:

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.



**GM civil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	NONE	Sheet
Date:	5/14/2025	2
Job No.:	24006	of
Drafted:	T.J.M.	3
Checked:	J.S.B.	





J. WALLACE SURVEY  
ABSTRACT No. 864

A-864

A-157

(CALLED  
34.781 ACRES)  
JOHN E. TARVER  
VOL. 1371, PG. 132  
D.R.J.C.T.

"EXHIBIT A"  
TRACT ONE  
JACKIE L. EASON  
AND PATRICIA L. EASON  
VOL. 4195, PG. 839  
D.R.J.C.T.

**P.O.C.**

LYNN SMILEY ALLEN  
VOL. 3044, PG. 680  
D.R.J.C.T.



G.R. COLLINS SURVEY  
ABSTRACT No. 157

J. ARMOUR SURVEY  
ABSTRACT No. 10

TRACT TWO  
JENA L. TARVER  
2014-19196  
O.P.R.J.C.T.

(CALLED 117.022 ACRES)  
PHELPS REAL ESTATE III, LLC  
2022-37251, O.P.R.J.C.T.

E.B. RAY SURVEY  
ABSTRACT No. 717

SOUTH OAKS  
VOL. 4, PG. 30  
P.R.J.C.T.

**P.O.B.**

TRACT THREE  
JENA L. TARVER  
2014-19196  
O.P.R.J.C.T.

S 89°54'48" E 829.30'  
(CALLED 117.022 ACRES)  
PHELPS REAL  
ESTATE III, LLC  
2022-37251  
O.P.R.J.C.T.

18.851 ACRES

NOTE:  
NO EASEMENTS OR  
IMPROVEMENTS  
SHOWN

S 00°28'12" W  
362.73'

S 89°57'41" W  
155.35'

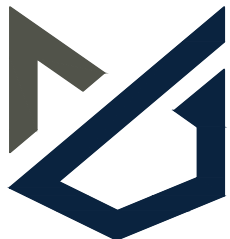
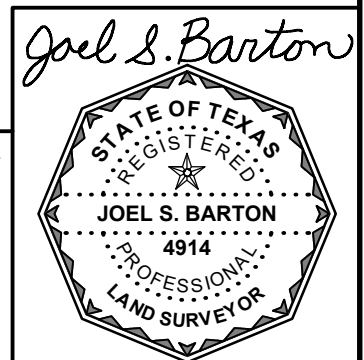
LOT 1, BLOCK 1  
OF  
THE BASSHAM ADDITION  
2022-78  
O.P.R.J.C.T.

G.R. COLLINS SURVEY  
ABSTRACT No. 157

TRACT FOUR  
JENA L. TARVER  
2014-19196  
O.P.R.J.C.T.

MJ. MOORE SURVEY  
ABSTRACT No. 605

(CALLED 117.022 ACRES)  
PHELPS REAL ESTATE III, LLC  
2022-37251, O.P.R.J.C.T.



**GM civil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	1" = 400'
Date:	5/14/2025
Job No.:	24006
Drafted:	T.J.M.
Checked:	J.S.B.

Sheet	3
of	3

5/14/2025

**EXHIBIT C**


**GENERAL PLAN**

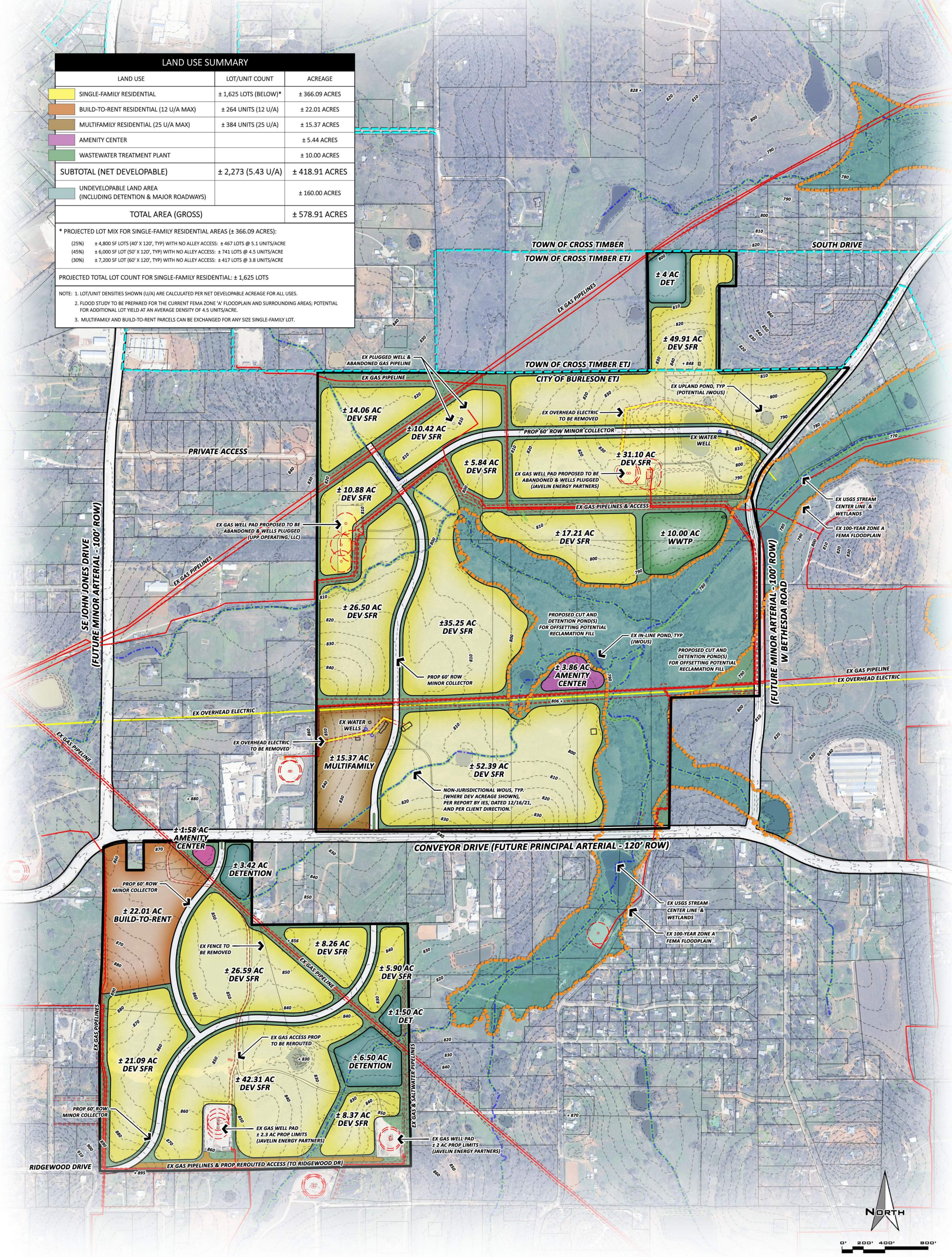
(attached)



# Conceptual Bubble Plan

± 578.905 Acres in the City of Burleson ETJ and ETJ of Cross Timber, Johnson County, Texas

LAND USE SUMMARY		
LAND USE	LOT/UNIT COUNT	ACREAGE
 SINGLE-FAMILY RESIDENTIAL	± 1,625 LOTS (BELOW)*	± 366.09 ACRES
 BUILD-TO-RENT RESIDENTIAL (12 U/A MAX)	± 264 UNITS (12 U/A)	± 22.01 ACRES
 MULTIFAMILY RESIDENTIAL (25 U/A MAX)	± 384 UNITS (25 U/A)	± 15.37 ACRES
 AMENITY CENTER		± 5.44 ACRES
 WASTEWATER TREATMENT PLANT		± 10.00 ACRES
SUBTOTAL (NET DEVELOPABLE)	± 2,273 (5.43 U/A)	± 418.91 ACRES
UNDEVELOPABLE LAND AREA (INCLUDING DETENTION & MAJOR ROADWAYS)		± 160.00 ACRES
TOTAL AREA (GROSS)		± 578.91 ACRES
* PROJECTED LOT MIX FOR SINGLE-FAMILY RESIDENTIAL AREAS (± 366.09 ACRES):		
(25%) ± 4,800 SF LOTS (40' X 120', TYP) WITH NO ALLEY ACCESS: ± 467 LOTS @ 5.1 UNITS/ACRE		
(45%) ± 6,000 SF LOT (50' X 120', TYP) WITH NO ALLEY ACCESS: ± 741 LOTS @ 4.5 UNITS/ACRE		
(30%) ± 7,200 SF LOT (60' X 120', TYP) WITH NO ALLEY ACCESS: ± 417 LOTS @ 3.8 UNITS/ACRE		
PROJECTED TOTAL LOT COUNT FOR SINGLE-FAMILY RESIDENTIAL: ± 1,625 LOTS		
NOTE: 1. LOT/UNIT DENSITIES SHOWN (U/A) ARE CALCULATED PER NET DEVELOPABLE ACREAGE FOR ALL USES.		
2. FLOOD STUDY TO BE PREPARED FOR THE CURRENT FEMA ZONE 'A' FLOODPLAIN AND SURROUNDING AREAS; POTENTIAL FOR ADDITIONAL LOT YIELD AT AN AVERAGE DENSITY OF 4.5 UNITS/ACRE.		
3. MULTIFAMILY AND BUILD-TO-RENT PARCELS CAN BE EXCHANGED FOR ANY SIZE SINGLE-FAMILY LOT.		





## **EXHIBIT D**

### **FORM OF PETITION FOR CREATION**

#### **PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURLESON,  
TEXAS:

Phelps Real Estate III, LLC, a Florida limited liability company, and RPO Properties, L.P., a Texas limited partnership (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Burleson, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

#### **ARTICLE I.**

The name of the proposed District shall be JOHNSON COUNTY MUNICIPAL UTILITY DISTRICT NO. [\_\_\_] (the "District").

#### **ARTICLE II.**

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

#### **ARTICLE III.**

The District shall contain an area of \_\_\_\_\_ acres of land, more or less, situated in Johnson County, Texas. All of the land proposed to be included within the District is within the extraterritorial jurisdiction of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

#### **ARTICLE IV.**

The Petitioners own fee simple title to the Land. The Petitioners hereby represent that they own a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Johnson County Central Appraisal District.

## **ARTICLE V.**

The Petitioners represent that there are no lienholders on the Land other than \_\_\_\_\_ and that there are no residents on the Land.

## **ARTICLE VI.**

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

## **ARTICLE VII.**

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Johnson County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, and roads to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

## **ARTICLE VIII.**

The undersigned hereby agree and covenant that if the requested consent to the creation of the District is given, the undersigned will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit B attached hereto and incorporated herein for all purposes.

**ARTICLE IX.**

WHEREFORE, the Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

**[EXECUTION PAGES FOLLOW]**

RESPECTFULLY SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PHELPS REAL ESTATE III, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: John Phelps  
Title: Manager

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by John Phelps, as Manager of Phelps Real Estate III, LLC, a Florida limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

**RPO PROPERTIES, L.P.,**  
a Texas limited partnership

By: Orr Investments, LLC,  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: Rob Orr  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Rob Orr, as President of Orr Investments, LLC, a Texas limited liability company, general partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said company and limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]



**EARNEST MONEY CONTRACT HOLDER:**

**MANEO ACQUISITIONS, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Britton Church  
Title: Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Britton Church, as Manager of Maneo Acquisitions, LLC, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

[END OF SIGNATURES]

**EXHIBIT E**

FORM OF CONSENT RESOLUTION

RESOLUTION NO. \_\_\_\_\_-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BURLESON, TEXAS, CONSENTING TO THE CREATION OF A  
MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND**

**WHEREAS**, THE CITY OF BURLESON, TEXAS (the "City"), has received a request for its consent to the creation of a municipal utility district and inclusion of approximately \_\_\_\_\_ acres of real property, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Land"), into the boundaries of a proposed municipal utility district (the "District");

**WHEREAS**, pursuant to Texas Water Code, Section 54.016 and Texas Local Government Code, Section 42.042, land with the extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

**WHEREAS**, some or all of the Land is located within the extraterritorial jurisdiction of the City; and

**WHEREAS**, the City Council desires to grant its written consent to the creation of the District and inclusion of the Land within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
BURLESON, TEXAS, THAT:**

Section 1. All of the matters and facts set out in the recitals hereof are true and correct and are adopted as findings of the City Council.

Section 2. The City Council hereby consents to the creation of the District and the inclusion of the Land within the District. The District is authorized to exercise all powers granted to a municipal utility district, or which may be hereafter granted, under the Constitution and laws of the State of Texas.

Section 3. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 4. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_ 202\_ at a meeting of the City Council of Burleson, Texas; there being a quorum present.

**THE CITY OF BURLESON, TEXAS**

---

By: Chris Fletcher  
Title: Mayor

**ATTEST:**

---

Amanda Campos, TRMC, CMC, City Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Chris Fletcher, Mayor of the City of Burleson, Texas, on behalf of said City.

---

Notary Public, State of Texas

(NOTARY SEAL)

## **EXHIBIT F**

### FORM OF PETITION REQUESTING EXPANSION AND EXTENSION OF ETJ

#### PETITION REQUESTING EXPANSION AND EXTENSION OF EXTRATERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURLESON,  
TEXAS:

Phelps Real Estate III, LLC, a Florida limited liability company (the "Petitioner"), the owner of the property described by metes and bounds in **Exhibit A**, and incorporated herein for all purposes (the "Property"), and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code, particularly Section 42.022, as amended, hereby petitions the Mayor and City Council of the City of Burleson, Texas (the "City"), to expand the City's extraterritorial jurisdiction to include the Property, and would show the following:

#### I.

The Petitioner is the owner of title to all of the land within the Property, as shown by the certificate of ownership provided by the Central Appraisal District of Johnson County, and there are no other owners, lienholders, or claimants to any legal or equitable interests in or to the Property.

#### II.

The Property is neither within the limits of any incorporated city, town, or village, nor within the extraterritorial jurisdiction (as such term is defined in Chapter 42 of the Texas Local Government Code) of any city, town, or village. The Property is or will be contiguous to the existing extraterritorial jurisdiction of the City.

#### III.

This petition and request is made pursuant to Section 42.022, Texas Local Government Code.

#### IV.

Whereas the Texas Legislature declared in Section 42.001, Texas Local Government Code, it to be the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

V.

The Petitioner believes that it will be in the best interests of the Petitioner and the City, and will benefit the Property and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Property.

VI.

WHEREFORE, the Petitioner prays that this petition be granted; that the Property be added to and included within the extraterritorial jurisdiction of the City; and that this petition, if granted, be filed for record and be recorded in the Official Public Records of Johnson County, Texas.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PHELPS REAL ESTATE III, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: John Phelps  
Title: Manager

THE STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by John Phelps, as Manager of Phelps Real Estate III, LLC, a Florida limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

Attachment:

Exhibit A – Metes and Bounds Description of the Property

EXHIBIT A

Metes and Bounds Description of the Property

(attached)

**EXHIBIT G**

FORM OF CITY RESOLUTION PROVIDING CONSENT TO  
EXPANSION AND EXTENSION OF ETJ

**CITY OF BURLESON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, GRANTING CONSENT TO THE EXPANSION AND EXTENSION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY TO INCLUDE AN AREA CONTIGUOUS TO THE OTHERWISE EXISTING EXTRATERRITORIAL JURISDICTION OF THE CITY AT THE REQUEST OF THE OWNER OF THE AREA; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burleson, Texas (the “City”), a home rule municipality created under the laws of the State of Texas, received a request for consent from Phelps Real Estate III, LLC (the “Petitioner”) to expand and extend the extraterritorial jurisdiction (“ETJ”) of the City to include 18.851 acres of land, being owned by Petitioner, and being more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, the Property is contiguous to the otherwise existing ETJ of the City and meets the applicable requirements of law for expansion of the City’s ETJ pursuant to Section 42.022(b) of the Texas Local Government Code; and

**WHEREAS**, the City wishes to grant its consent to the extension and expansion of the ETJ to include the Property;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:**

**Section 1.** All of the above premises are hereby found to be true and correct legislative findings of the City Council and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2.** The Petitioner’s “Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction” is attached hereto as Exhibit B and made a part hereof for all purposes.



**Section 3.** The City Council of the City (the “City Council”) hereby grants its written consent, as provided by Section 42.022(b) of the Texas Local Government Code, to the expansion and extension of the ETJ of the City of Burleson, Texas, to include the Property, being more particular described in Exhibit A attached hereto and incorporated herein, and the City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

**Section 4.** The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

**Section 5.** This Resolution shall be effective from and after its passage by the City Council.

**PASSED AND APPROVED** by the City Council of the City of Burleson, Texas the \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Chris Fletcher, Mayor

**ATTEST:**

---

Amanda Campos, City Secretary

**APPROVED AS TO FORM:**

---

Matt Ribitzki, Deputy City Attorney

Exhibit A

Metes and Bounds Description

Exhibit B

Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction

## **EXHIBIT H**

### **FORM OF STRATEGIC PARTNERSHIP AGREEMENT**

#### **STRATEGIC PARTNERSHIP AGREEMENT**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF JOHNSON       §**

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “*Agreement*”) is made and entered into, effective as of \_\_\_\_\_, 202\_, by and between THE CITY OF BURLESON, TEXAS, a home rule municipality of the State of Texas (the “*City*”), and Johnson County Municipal Utility District No. [\_\_\_] a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended (the “*District*”).

#### **RECITALS**

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, and road facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction (“*ETJ*”) of the City.

Texas Local Government Code, Section 43.0751 (the “*Act*”) provides that the City and the District may enter into a strategic partnership agreement by mutual consent and the City and the District wish to enter into such an agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to plan for the eventual full-purpose annexation of the District by the City.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

#### **ARTICLE 1. DEFINITIONS**

1.01. Definitions. The terms *Act*, *Agreement*, *City*, *District* and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

*Annexed Land* has the meaning set forth in Section 3.02.

*City Consent* means the resolution of the City consenting to the creation of the District.

*Commission* means the Texas Commission on Environmental Quality and its successors.

*Landowner* means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes, which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

*Person* means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

*Sales and Use Tax* means the sales and use tax authorized to be imposed in the District by the Act and Texas Tax Code, Chapter 321.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required

by Texas Local Government Code, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City. The District's notice of each hearing was given as required under the Texas Water Code for other district notifications.

## **ARTICLE 2. ANNEXATION OF THE DISTRICT**

2.01. Conditions to annexation. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's rights and powers under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex any property within District until both of the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

a. All of the District's water, sanitary sewer, drainage, and road facilities have been constructed.

b. The Landowner has, and the Landowner's successors and assigns have, been reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable law.

In addition to satisfaction of the conditions provided above, if the District has bonds, notes or other indebtedness outstanding that are payable for and secured by the District's ad valorem taxes, the City shall not be authorized to annex the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District and is authorized to levy an ad valorem tax in an amount sufficient to pay the assumed District indebtedness.

2.02. Operations prior to full annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City.

2.03. Continuation of the District following full annexation. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District

will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's systems into the City's systems, following which period the City shall act to dissolve the District in accordance with applicable law. If the City has not dissolved the District within 120 days after such annexation under Section 2.01, then the District shall be automatically dissolved on the 121st day after such annexation. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the Landowners within the District) and the District will not be continued or converted for limited purposes. Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.04. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

### **ARTICLE 3. LIMITED PURPOSE ANNEXATION OF LAND**

3.01. Limited purpose annexation of land. Notwithstanding Section 2.01, the City may annex the land within the District for the limited purposes of imposing and collecting the City's Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City. In the event the land within the District is annexed for limited purposes, the District shall remain in existence, with full powers, and any land annexed for such limited purposes shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater, drainage, and roads facilities and services. The limited purpose annexation of land within the District is solely for the imposition and collection of the City's Sales and Use Tax within such annexed land, to the extent available. The City shall not impose its ad valorem taxes upon any portion of the land within the District during the period of limited purpose annexation. This annexation provision is in lieu of any full purpose annexation of any land within the District prior to the annexation of the entire District as provided in Article 2.

3.02. Imposition of the City's Sales and Use Tax. In the event the City elects to annex land within the District for limited purposes as provided in Section 3.01, the City shall impose its Sales and Use Tax upon such annexed land ("*Annexed Land*") pursuant to Subsection (k) of the Act to the extent such imposition does not cause the combined rate of all sales and use taxes imposed by the City and other political subdivisions of the state having territory within the District to exceed two percent (2%) as required by Texas

Tax Code, Section 321.101(f). The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate that when added to the combined rate of local sales and use taxes previously adopted by other political subdivisions of the state having territory within the District will equal not more than two percent (2%) or the rate specified under future amendments to Texas Tax Code, Chapter 321. The Sales and Use Tax shall take effect on the date described in Texas Tax Code, Section 321.102.

3.03. Reserved.

3.04 Notification of Comptroller. The City shall send notice of this Agreement and the limited-purpose annexation of the Annexed Land to the Comptroller within three days of the Implementation Date in the manner provided by Section 321.102, Texas Tax Code. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Annexed Land.

3.05. Reserved.

3.06. Reserved.

#### **ARTICLE 4. DEFAULT, NOTICE AND REMEDIES**

4.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.



## ARTICLE 5. MISCELLANEOUS

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Public Records of Johnson County, Texas, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Texas Local Government Code, Section 43.0751(c). In the event of annexation of the District by the City, the Landowner shall be considered a third-party beneficiary of this Agreement.

5.02. Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement shall automatically be extended for successive one-year periods, unless either the City or the District give notice to the other of its intent to terminate prior to any extension term.

5.03. Notice. Any notices or other communications ("*Notice*") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending the same by electronic mail ("email") with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:                      City of Burleson  
                                  Attn: City Manager  
                                  141 W Renfro Street  
                                  Burleson, TX 76028-4296  
                                  Email: [\_\_\_\_\_]

District: Johnson County Municipal Utility District No. [ ]  
c/o Allen Boone Humphries Robinson  
4514 Cole Avenue, Suite 1450  
Dallas, Texas 75205  
Attn: Steve Robinson  
Email: srobinson@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days' written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Johnson County, Texas.

5.08. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.10. Incorporation of exhibits and other documents by reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.12. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

**THE CITY OF BURLESON, TEXAS**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Mayor

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

STATE OF TEXAS                   §  
  §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Mayor of the City of Burleson, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

JOHNSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. [\_\_]

By:\_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Board of Directors

**ATTEST:**

By:\_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, President of the Board of Directors of the Johnson County Municipal Utility District No. [\_\_], a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

## **EXHIBIT I**

### **FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT**

#### **MEMORANDUM OF DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §       KNOW EVERYONE BY THESE PRESENTS:  
COUNTY OF JOHNSON               §

A Development Agreement (the "Agreement") was made and entered into as of \_\_\_\_\_, 2025, by and between THE CITY OF BURLESON, TEXAS (the "City"), a home rule municipality, and Phelps Real Estate III, LLC, a Florida limited liability company and RPO Properties, L.P., a Texas limited partnership (collectively, the "Landowners").

Landowners own approximately \_\_\_\_\_ acres of land more particularly described in Exhibit A (the "Property") attached hereto. The purpose of the Agreement is to define the City's jurisdiction and regulatory authority over the Property, to establish certain restrictions and commitments imposed and made in connection with the Property, to provide increased certainty to Landowner concerning the development approval process and development requirements, and to identify land uses and other aspects for the development of the Property.

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Secretary of the City, upon payment of duplicating costs.

EXECUTED as of \_\_\_\_\_, 2025.

[Signature Pages Follow]

THE CITY OF BURLESON, TEXAS

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By: Chris Fletcher  
Title: Mayor

ATTEST:

---

Amanda Campos, TRMC, CMC, City Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, by Chris Fletcher, Mayor of the City of Burleson, Texas, on behalf of said City.

---

Notary Public, State of Texas

(NOTARY SEAL)

**PHELPS REAL ESTATE III, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: John Phelps  
Title: Manager

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by John Phelps, as Manager of Phelps Real Estate III, LLC, a Florida limited liability company, on behalf of said company.

Notary Public Signature

(NOTARY SEAL)



**RPO PROPERTIES, L.P.,**  
a Texas limited partnership

By: Orr Investments, LLC,  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: Rob Orr  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Rob Orr, as President of Orr Investments, LLC, a Texas limited liability company, general partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said company and limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

**EXHIBIT A**  
**Legal Description**