

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between the City of Burleson, Texas, a home-rule municipality (the “City”) and AP-Groundwork Venture, LLC, a Texas limited liability company and its successors or assigns (the “Landowner”), on October 6, 2025 (the “Effective Date”). The “MMD” (hereinafter defined) will join this Agreement as set forth below and after such joinder shall become a party to this Agreement. The foregoing parties are sometimes referred to singularly as “Party” and collectively as the “Parties.”

SECTION 1 **RECITALS**

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, the City is a duly incorporated home-rule municipality of the State of Texas;

WHEREAS, the Landowner owns approximately +/- 621 acres of real property over five separate tracts, where Tracts 1, 3, 4, and 5 have been removed from the City of Fort Worth’s extraterritorial jurisdiction (“ETJ”) and lie in unincorporated Johnson County (Tracts 1, 3, 4, and 5 collectively, the “Released Tracts”), and Tract 2 is in the City’s ETJ (the “ETJ Tract”), all tracts of which are located entirely within Johnson County, Texas and are described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”);

WHEREAS, the Landowner and the City are entering into this Agreement to provide for the development of the Property by the Developer (as defined below) and accordingly, this Agreement is assignable in whole or in part to any future landowner and/or developer of all or any portion of the Property;

WHEREAS, the Landowner will cause the Developer to develop the Property into a high-quality, mixed-use master-planned community, which will include a variety of residential, commercial/employment, public amenities, and park/open space land uses (the “Project”), which Project will include up to 4,000 residential units and up to 1,000,000 square feet in commercial space as described in the Design Guidelines in **Exhibit D**, and as generally described and depicted on the Project Concept Plan in **Exhibit C**;

WHEREAS, the Parties agree that full development of the Property as provided herein will promote local economic development and will stimulate business and commercial activity, which will drive infrastructure investment and job creation;

WHEREAS, accordingly the Parties intend for the eventual full-purpose annexation of the Property into the City’s corporate limits;

WHEREAS, the Parties intend for this Agreement to set forth certain standards with respect to the development of the Property;

WHEREAS, the Landowner submitted a petition to the Texas Commission on Environmental Quality (“TCEQ”) for the creation of the North Johnson County Municipal Management District No. 1 (the “MMD”) encompassing the Released Tracts and operating

pursuant to the laws of Chapter 375, Texas Local Government Code, as amended and Chapter 49, Texas Water Code, as amended (collectively, the “MMD Act”), and the TCEQ issued an order creating the MMD dated June 20, 2025;

WHEREAS, it is contemplated that after the execution of this Agreement, the MMD will execute a Joinder Agreement in the form of Exhibit L, and will join, enter, and become a “Party” to this Agreement;

WHEREAS, after the execution of this Agreement it is contemplated that the Landowner will petition the City for its consent to the annexation of the ETJ Tract into the MMD and the City intends to provide its consent on the next available City Council meeting following receipt of the petition, which consent will be in the form of Exhibit M;

WHEREAS, it is contemplated that upon the MMD’s annexation of the ETJ Tract into its boundaries, the MMD will encompass the entire Property;

WHEREAS, the City and the MMD agree to enter into a Strategic Partnership Agreement, which will set forth the terms and conditions for limited-purpose annexation and full-purpose annexation;

WHEREAS, upon the approval and execution of the Strategic Partnership Agreement by the City and the MMD, the Landowner will petition the City to expand its ETJ to include the Released Tracts, in the form of Exhibit N, so that upon the City’s consent the Released Tracts will be located entirely within the City’s ETJ, and the City will grant its consent in the form of Exhibit O;

WHEREAS, the Parties intend for the Property to be developed within the City’s ETJ and the City intends to amend its Interlocal Agreement with the County giving it subdivision and platting authority over the Property to allow the City to exercise exclusive jurisdiction and issue all building permits for the Project;

WHEREAS, the Parties intend that upon full-purpose annexation as will be permitted by the Strategic Partnership Agreement, they shall have the right to confirm the MMD as a “limited district” for the limited purposes described therein, and as permitted by Section 43.0751(a)(2) of the Texas Local Government Code;

WHEREAS, subject to Section 6.2 below, prior to full-purpose annexation, the Parties intend that areas of the Property developed for retail purposes be annexed, from time to time, by the City for the sole and limited purpose of allowing the City to collect sales and use taxes within the annexed retail areas pursuant to Section 43.0751(k) of the Texas Local Government Code, provided, however, any such limited purpose annexation is not intended to create a “limited district” as that term is defined in Section 43.0751(a)(2) of the Texas Local Government Code, and any such limited purpose annexation by the City shall be conditioned upon the removal of the Johnson County Emergency Services District No. 1 (“ESD”) from the area being annexed for limited purposes pursuant to the requirements of Texas Health and Safety Code Ch. 775 and Texas Tax Code Sec. 321.102;

WHEREAS, development of the Property will require the planning, engineering, design, acquisition, construction, improvement, and financing of certain public infrastructure to be developed and constructed inside and outside the Property by the Developer including, but not limited to: potable and nonpotable water distribution systems; wastewater collection systems; drainage and stormwater management systems; roads and streets (inside and outside the MMD and including associated traffic control and safety improvements); sidewalks; off-street parking; landscaping; highway right-of-way and transit corridor beautification and improvements; lighting, banners, and signs; trails; pedestrian walkways, crosswalks; parks, lakes, including work done for drainage, reclamation and recreation, recreational facilities, open space, scenic areas; and other public amenities associated with the full development of the Property as described on Exhibit I (collectively, the “MMD Improvements”);

WHEREAS, the Parties desire and intend that the Developer will design, construct, install, and/or make financial contributions toward the MMD Improvements as authorized by the MMD Act, and that Developer’s costs incurred therewith will be financed or reimbursed through multiple sources, including Impact Fee Credits, MMD Bond Proceeds (as defined below), MMD assessments, or other revenues of the MMD in accordance with the MMD Act, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General’s Office;

WHEREAS, the Property is located within the Johnson County Special Utility District (“JCSUD”) water certificate of convenience and necessity (“CCN”), and the Parties intend that JCSUD will be the retail provider of water service to the Property;

WHEREAS, the Property is not located within any retail provider’s sewer CCN;

WHEREAS, the City holds sewer CCN No. 20358 (the “City Sewer CCN”);

WHEREAS, the City desires to provide retail wastewater services to the Property and has or will secure sufficient wastewater capacity and facilities to serve the Property prior to the commencement by the Developer of construction of the Wastewater Improvements (as defined below) contemplated herein;

WHEREAS, Landowner hereby requests the addition of the Property into the City’s Sewer CCN and the City agrees to use reasonable and good faith efforts to include the Property within the City’s Sewer CCN;

WHEREAS, the City and the MMD intend to enter into an Interlocal Agreement with JCSUD pursuant to which one water and sewer utility bill will be sent to the residents, owners, and tenants within the MMD;

WHEREAS, the Parties desire and intend for the design, construction, and installation of the MMD Improvements to occur over the Term of this Agreement and that Developer will (i) dedicate to JCSUD and JCSUD will accept, the Water Improvements (as defined below) for operation and maintenance subject to an agreement with JCSUD, (ii) dedicate to the City and the City will accept, the Wastewater Improvements (as defined below) for operation and maintenance, and (iii) dedicate to the MMD and the MMD will accept, the Roadway Improvements, Drainage

Improvements, and Park, Trail, and Open Space Improvements (all as defined below) for public use and maintenance, subject to the terms of this Agreement;

WHEREAS, the Parties intend that the actual costs of the MMD Improvements (with current estimated costs shown on **Exhibit I**) will be paid from the MMD Bond Proceeds issued by the MMD, MMD assessments, or other revenues of the MMD in accordance with this Agreement, the MMD Act, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended;

WHEREAS, the MMD, subject to the satisfaction of all conditions for MMD Bond issuance, Developer's substantial compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the indenture or Bond Resolution (as defined below) authorizing the MMD Bonds, shall use good faith efforts to issue, in one or more series MMD Bonds for the purpose of financing the MMD Improvements, acquiring the MMD Improvements, and reimbursing Developer for certain associated costs as described herein; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the MMD, the issuance of MMD Bonds, or the preparation of documentation related thereto, including any costs incurred by the MMD and its consultants and advisors (excluding the fees associated with closing the MMD Bonds and paid from MMD Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from the MMD Bond Proceeds.

NOW, THEREFORE, for and in consideration of the Recitals above and the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Bond Resolution means the resolution or order of the Board of Directors of the MMD authorizing the issuance of a series of MMD bonds.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code, and shall also include park and recreational facilities.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan or CIP means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

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 Code means the Code of Ordinances, City of Burleson, Texas.

City Council means the governing body of the City.

City Manager means the City's current or acting City Manager, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations, including without limitation the City's Design Standards Manual, City Codes relating to building permits and building codes, construction standards, and all other City Code provisions, ordinances, design standards, and other policies duly adopted by the City as amended. The term does not include Impact Fees, which shall be assessed on the Property in accordance with this Agreement. For the avoidance of doubt, the Parties agree that the Design Guidelines shall be the guidelines for the development of the Property and supersede all City Regulations in the matters described therein, and any amendment or update to the City Regulations shall not apply to the Property for any matter in direct conflict with or otherwise addressed in the Design Guidelines.

County means Johnson County, Texas.

Design Guidelines has the meaning set forth in Section 5.1 and are described in **Exhibit D**, as amended from time to time.

Developer means any person or entity that designs, acquires, constructs, or installs or provides funding to or on behalf of the MMD for the design, acquisition, construction or installation of the MMD Improvements.

Drainage Improvements has the meaning set forth in Section 4.7(a) and are depicted in **Exhibit G**, as amended from time to time.

Effective Date has the meaning set forth in the introductory paragraph to this Agreement.

ETJ has the meaning set forth in the Recitals.

ETJ Tract has the meaning set forth in the Recitals.

Impact Fees means those fees assessed and charged against the Project duly adopted by the City in accordance with Chapter 395, Texas Local Government Code, and as defined therein.

Impact Fee Credit means credit against Impact Fees otherwise due from the Project to offset Capital Improvement Costs.

Indenture means a trust indenture by and between the MMD and a trustee bank under which MMD Bonds are issued and funds are held and disbursed.

Joinder Agreement has the meaning set forth in Section 3.1.

Joshua ISD means the Joshua Independent School District.

JCSUD means the Johnson County Special Utility District.

Landowner means AP-Groundwork Venture, LLC, a Texas limited liability company, and its successors or assigns, as landowner of the Property.

Living Unit Equivalent or LUE means the water or wastewater demand from a typical single-family residential connection.

Mayor means the Mayor of the City.

MMD means the North Johnson County Municipal Management District No. 1 created by order of the TCEQ pursuant to the MMD Act on June 20, 2025.

MMD Act means Chapter 375, Texas Local Government Code, as amended and Chapter 49, Texas Water Code, as amended.

MMD Board means the Board of Directors of the MMD.

MMD Bonds means bonds, notes, or other obligations or indebtedness that are issued or incurred by the MMD in accordance with the MMD Act.

MMD Bond Proceeds means the funds generated from the sale of the MMD Bonds.

MMD Initial Capital Improvements Plan means the initial five-year capital improvements plan for the MMD prepared in compliance with Section 375.207(b) of the Texas Local Government Code approved herein and attached as **Exhibit J**, as amended from time to time.

MMD Improvements means any public improvement authorized by the MMD Act or applicable law, including but not limited to the on- and off-site public water, sewer, drainage, roadway facilities, and parks, trails and open spaces, along with other public improvements authorized by the MMD Act that benefit the Property, to be constructed or caused to be constructed by Developer, a preliminary list of anticipated public improvements is identified on **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H**, and **Exhibit K**, and for which the Parties intend Developer will be fully or partially reimbursed, including through MMD Bonds, MMD assessments, and/or other funds legally available to the MMD pursuant to the MMD Act and the terms of this Agreement.

MMD Improvements Cost means all costs eligible for payment under the MMD Act or applicable law, including but not limited to costs of design, engineering, construction, acquisition, and inspection of the MMD Improvements and all costs related in any manner to the MMD Improvements as described in **Exhibit I**, as amended from time to time.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Park, Trail, and Open Space Improvements has the meaning set forth in Section 3.5 and are generally described in the Preliminary Open Space and Parks Plan in **Exhibit K**, as amended from time to time.

Project has the meaning set forth in the Recitals.

Project Concept Plan means the intended conceptual plan for the development of the Property as depicted in **Exhibit C**, as amended from time to time.

PUC means the Texas Public Utility Commission.

Real Property Records means the official land recordings of the Johnson County Clerk's Office.

Released Tracts has the meaning set forth in the Recitals.

Roadway Improvements has the meaning set forth in Section 4.7(a) and are depicted in **Exhibit H**, as amended from time to time.

TCEQ means the Texas Commission on Environmental Quality.

Wastewater Improvements has the meaning set forth in Section 4.5(a) and are depicted in **Exhibit F**, as amended from time to time.

Water Improvements has the meaning set forth in Section 4.6(a) and are depicted in **Exhibit E**, as amended from time to time.

SECTION 3 **MUNICIPAL MANAGEMENT DISTRICT**

3.1 MMD Execution of Agreement. The Parties intend that this Agreement shall be binding upon the MMD from and after the date the MMD executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit L** (the "Joinder Agreement") and made a part hereof. The MMD shall execute such Joinder Agreement within one hundred twenty (120) days of the execution of this Agreement by the City and Landowner.

3.2 City Consent to Annexation of ETJ Tract into MMD. The Landowner shall submit a Petition for Consent to Annexation to the City in the form of Exhibit M requesting the City's consent to the annexation of the ETJ Tract into the MMD. The City shall adopt a City resolution in the form attached as **Exhibit M** providing its consent to the annexation of the ETJ Tract into the MMD simultaneously with the approval of this Agreement.

3.3 City Consent to Expansion and Extension of ETJ. Within thirty (30) days after the approval and execution of the Strategic Partnership Agreement by the City and the MMD, the Landowner shall submit a Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction to the City in the form of **Exhibit N** requesting that the Released Tracts be added to and included within the City's ETJ. The City shall adopt a City resolution in the form attached as

Exhibit O providing its consent to the expansion of its ETJ to include the Released Tracts. Upon such addition and expansion by the City, the Property shall be entirely within the City's ETJ.

3.4 **Division**. Pursuant to Section 49.316 of the Texas Water Code, the MMD may divide, sequentially from time to time, resulting in two or more separate districts within the original boundaries of the Property, without further consent from the City. A new district created by division of the MMD or any subsequently divided district may not at the time of its creation, contain any land outside of the boundaries of the original MMD. A new district created by division of the MMD or any subsequent district is subject to the terms and conditions of the MMD Act and this Agreement. Any district created by division of the original MMD shall be required to execute the Joinder Agreement attached as **Exhibit L** at the time of its organizational meeting. Any new district entering into a Joinder Agreement shall provide a copy of the Joinder Agreement to the City within thirty (30) days of its execution.

3.5 **Tax Rate**. The maximum tax rate equivalent of the MMD (including debt service taxes, maintenance and operations taxes, and assessments) for financial feasibility of an MMD Bond shall not exceed \$1.00 per \$100 of taxable assessed value, unless otherwise agreed to by the Developer and the MMD. Pursuant to the MMD Act, the MMD may, in addition to the MMD ad valorem tax, levy assessments within the MMD for construction and operation of recreational facilities, including parks, trails, and open space improvements (the "Park, Trail, and Open Space Improvements") as generally described in the Preliminary Open Space and Parks Plan in **Exhibit K**. All other costs of MMD Improvements shall be financed through ad valorem taxes levied within the MMD. The MMD Bonds may be secured by an unlimited tax pledge of the MMD and/or other available MMD revenue, including revenue from sales and use taxes pursuant to a Strategic Partnership Agreement. The MMD may also levy an ad valorem tax or assessment for the purpose of paying the annual costs of maintenance and operation of the MMD Improvements.

SECTION 4

MMD IMPROVEMENTS

4.1 **MMD Improvements**. The MMD Improvements and MMD Improvements Cost are subject to change as may be agreed upon by the Developer and the MMD and, if changed, shall be updated by the Developer and the MMD consistent with the MMD Act. All approved plats by the City within the Project shall include those MMD Improvements located therein. Any MMD Improvements in an approved plat shall constitute an amendment to the MMD Initial Capital Improvements Plan for any subsequent MMD Capital Improvement Plan.

4.2 **Ownership of MMD Improvements**. Upon completion of construction of the MMD Improvements, and upon inspection and written acceptance by the City, JCSUD, or the MMD, as applicable, the improvements shall be dedicated or conveyed to the City, JCSUD, or the MMD, as applicable, lien-free and together with all applicable warranties and bonds. The timing of the ownership by the City, JCSUD, or the MMD, as applicable, shall be as follows:

(a) **Water Improvements**: Shall be dedicated to JCSUD upon completion, inspection, and acceptance by JCSUD.

(b) Wastewater Improvements: Shall be dedicated to the City, upon completion, inspection, and written acceptance by the City, subject to a two-year maintenance bond.

(c) Drainage Improvements, Roadway Improvements, and Park, Trail, and Open Space Improvements: Shall be dedicated to the MMD, upon completion, inspection, and acceptance by the MMD.

(d) Dedications. The Landowner and the Developer agree to take any action reasonably required by JCSUD, the City, or the MMD to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the applicable MMD Improvements to the respective entity for public use.

4.3 Construction, Ownership, and Transfer of MMD Improvements.

(a) Contract Specifications. With respect to the MMD Improvements, Developer's engineers shall prepare, or cause the preparation of, and provide to (i) JCSUD with contract specifications and necessary related documents for the Water Improvements, and (ii) the City with contract specifications and necessary related documents for the Wastewater Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the MMD Improvements required for the development of the Property shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees for wastewater (subject to the terms hereof and any applicable credits pursuant to City Regulations), permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, to the extent applicable, and not inconsistent with this Agreement, and the rules and regulations of any other governing body or entity with jurisdiction over the MMD Improvements, including the MMD and TCEQ.

4.4 Operation and Maintenance of MMD Improvements.

(a) Upon final inspection, approval, and acceptance of the Water Improvements or any portion thereof, JCSUD will maintain and operate the Water Improvements and provide retail water service to the Property sufficient to serve up to 5,000 Living Unit Equivalents pursuant to an agreement to be entered into between the MMD or the Developer and JCSUD. Such agreement will require, among other things, JCSUD to provide sufficient fire flow to meet City Regulations.

(b) Upon final inspection, approval, and written acceptance of the Wastewater Improvements or any portion thereof, the City shall maintain and operate the Wastewater Improvements and provide retail sewer service to the Property sufficient for 4.10 MGD (Million Gallons Per Day).

(c) Upon final inspection, approval, and acceptance of the Roadway Improvement, Drainage Improvements, and Park, Trail, and Open Space Improvements to be owned and maintained by the MMD, including non-TxDOT owned traffic control signals and road rights-of-way, the MMD shall maintain and operate such MMD Improvements. The MMD shall

continue to maintain such MMD Improvements until full-purpose annexation by the City, at which time the terms set forth in the Strategic Partnership Agreement.

4.5 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of the wastewater improvements necessary to serve the Property (the "Wastewater Improvements"), including the major Wastewater Improvements as shown on **Exhibit F**, which Wastewater Improvements shall be designed to comply with the City Regulations, but excluding the proposed Chisholm West Lift Station and Burleson Westside Lift Station identified in **Exhibit F**, which shall follow the processes identified under subsection (f) and subsection (g), respectively. The design of all Wastewater Improvements shall be approved by the City's engineer or his or her agent in advance of the construction of same. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by the City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a plat. Construction of any portion of the Wastewater Improvements shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No plat may be recorded in the Real Property Records until appropriate surety for public improvements has been provided pursuant to the City Regulations or the MMD Act. Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development. The costs of obtaining such easements may be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD. In addition to the foregoing, the Developer shall provide such easements and access to the City's wastewater system to serve the City's Fire Station No. 4, at no additional cost to the City.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve each phase of the Project in accordance with the construction plans approved by the City. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Maintenance Bonds. For each construction contract for any part of the Wastewater Improvements for which the City will be responsible for the future maintenance, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations or requirements under the MMD Act that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Wastewater Improvements, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance by the City of the Wastewater Improvements constructed under such contract.

(d) Inspections. The City shall have the right to inspect, at any time, the construction of the Wastewater Improvements necessary to support the Project. The City's

inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Wastewater Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(e) Acceptance; Ownership. From and after the inspection and written acceptance by the City of the Wastewater Improvements and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of the Wastewater Improvements by the City shall be evidenced in a writing issued by the City Manager or his/her designee.

(f) Chisholm West Lift Station. With respect to the proposed Chisholm West Lift Station identified in **Exhibit F**, the City agrees to reserve sufficient capacity for 3.63 MGD (Million Gallons Per Day) within the Property. The City shall be solely responsible for the design and permitting of the Chisholm West Lift Station. Developer agrees to participate in the cost of construction on a pro rata basis based on capacity usage with payments to be made in installments as each phase of development is platted, with the exception of capacity reserved for Tract 1 and Tract 2, which payment shall be made at the time of construction. To calculate pro rata costs based on capacity usage, if the portion of the Property served by the Chisholm West Lift Station requires thirty percent (30%) of the lift station's capacity, the Developer will contribute thirty percent (30%) of the construction costs. The City, by separate agreement with R.A. Development Ltd., an unrelated third party, has agreed to complete the design of the Chisholm West Lift Station site into a build-ready construction plan set by December 31, 2026. Developer acknowledges that the City will have construction oversight over the project pursuant to the agreement between the City and R.A. Development Ltd. The City shall also be responsible for all engineering costs associated with the Chisholm West Lift Station. Developer acknowledges that pursuant to the agreement between the City and R.A. Development Ltd., R.A. Development Ltd. will be responsible for dedicating and conveying the property needed for the Chisholm West Lift Station in fee simple and will dedicate and convey easements to the City for the required force main and necessary gravity sewer to the Chisholm West Lift Station. Prior to construction, the City, Developer, and R.A. Development Ltd. shall enter into a cost-sharing or participation agreement detailing the financial responsibilities of each party, which Developer responsibilities shall reflect the terms provided herein. City shall require that the contractor selection process follow the public bidding requirements applicable to the City, except when exempted under Texas Local Gov't Code Sec. 212.071, or other law, or the public bidding requirements applicable to the MMD pursuant to Chapter 49, Texas Water Code. City shall keep Developer fully informed of the planning and progress of the Chisholm West Lift Station and Developer shall be responsive to City requests during pre-construction and throughout completion of the Chisholm West Lift Station project.

(g) Burleson Westside Lift Station. With respect to the Burleson Westside Lift Station identified in **Exhibit F**, the City agrees to reserve sufficient capacity for 0.47 MGD (Million Gallons Per Day) within the Property. Developer shall not be required to contribute to the construction costs other than to pay the applicable wastewater Impact Fees to the City pursuant to City Regulations.

4.6 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all water improvements necessary for JCSUD to serve the Property (“Water Improvements”), including the major Water Improvements as shown on **Exhibit E**, which Water Improvements shall be designed to comply with the requirements set forth by JCSUD pursuant to an agreement between the MMD or Developer and JCSUD. The Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be determined in consultation with JCSUD). The costs of dedicating such easements may be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of General Obligations. Except as otherwise set forth in an agreement between the Developer or the MMD and JCSUD, Developer shall complete in a good and workmanlike manner all Water Improvements necessary for JCSUD to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

4.7 Roadway and Drainage Facilities.

(a) Developer's General Obligations. The Developer is responsible for the design, installation, and construction of all roadway facilities (the “Roadway Improvements”) and drainage facilities (the “Drainage Improvements”) required to serve the Property, including the major Roadway Improvements as shown on **Exhibit H** and Drainage Improvements as shown on **Exhibit G**. The Roadway Improvements shall be designed to comply with the Design Guidelines set forth in **Exhibit D**, and the Drainage Improvements shall be designed to comply with the City Regulations.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete, in a good and workmanlike manner, construction of all Roadway Improvements and Drainage Improvements necessary to serve such phase of the Project in accordance with the construction plans approved by the City and the MMD, which construction plans for the Roadway Improvements shall be designed to comply with the Design Guidelines set forth in **Exhibit D**, and construction plans for the Drainage Improvements shall be designed to comply with the City Regulations. Thereafter, the Roadway Improvements and Drainage Improvements shall be conveyed to the MMD for ownership and maintenance. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

4.8 Park, Trail, and Open Space Improvements.

(a) Developer's General Obligations. The Developer is responsible for the design, installation, and construction of all Park, Trail, and Open Space Improvements required to serve the Property, as shown on the Preliminary Open Space and Parks Plan in **Exhibit K**. The

Park, Trail, and Open Space Improvements shall be designed, installed, and constructed in accordance with the Design Guidelines set forth in **Exhibit D**.

(b) **Timing of General Obligations**. Except as otherwise provided herein, Developer shall complete, in a good and workmanlike manner, construction of all Park, Trail, and Open Space Improvements necessary to serve such phase of the Project in accordance with construction plans approved by the MMD, which construction plans shall be in accordance with the Design Guidelines set forth in **Exhibit D**. Thereafter, the Park, Trail, and Open Space Improvements shall be conveyed to the MMD for ownership and maintenance. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) **Landowner's Commitment**. Landowner agrees that the Park, Trail, and Open Space Improvements shall consist of a minimum of ninety (90) acres of land as conceptually reflected in the Preliminary Open Space and Parks Plan in **Exhibit K**, and the Design Guidelines in **Exhibit D**. The ninety (90) acres may generally be in the form of pocket parks, neighborhood parks, community parks, floodplain/wetlands/prairie/naturalized acres, trail greenways, wet ponds, streams, and plazas. The Developer, at its option, may dedicate Park, Trail, and Open Space Improvements to one or more property owners associations. In such event, the maintenance responsibility shall lie with the property owners associations. Developer shall construct a minimum of five (5) miles of trails in the combined form of shared use paths, sidewalks, bicycle trails/lanes, and hiking trails within the MMD, as shown in the Preliminary Open Space and Parks Plan in **Exhibit K**.

4.9 **Impact Fees for Wastewater**. Impact Fees for wastewater for the Project shall be assessed at the rate adopted by the City Council in effect at the time the plat for a given phase of the Project is recorded in the Real Property Records and collected upon the issuance of a building permit for each lot within the Property. The Developer shall receive an Impact Fee Credit for the contribution of any wastewater facility constructed by the Developer or the MMD that is eligible for such credit pursuant to City Regulations. Other than Impact Fees for wastewater, the City agrees no other Impact Fees shall apply to the Property, including the Park Infrastructure Fee and Roadway Impact Fee.

4.10 **Interlocal Agreement for Single Water and Sewer Bill**. The City and the MMD agree to pursue an Interlocal Agreement with JCSUD which would allow for a single water and sewer utility bill to be sent to the residents, owners, and tenants within the MMD on a monthly basis.

4.11 **MMD Initial Capital Improvements Plan**. The MMD Initial Capital Improvements Plan includes the MMD Improvements and MMD Bonds to be undertaken by the MMD and is attached as **Exhibit J**. The City hereby grants its consent for the financing and issuance of MMD Bonds by the MMD pursuant to Section 375.207(b) of the Texas Local Government Code.

SECTION 5

ADDITIONAL OBLIGATIONS AND AGREEMENTS

5.1 **Design Guidelines.** The Developer shall abide by, and the City shall review and approve plans in accordance with, the design guidelines as set forth in **Exhibit D**, which shall be the exclusive guidelines for the development of the Property (as amended from time to time, the “**Design Guidelines**”). The Parties intend that the Design Guidelines shall become the zoning document for the Property upon full-purpose annexation by the City. To the extent not addressed in the Design Guidelines, or as otherwise set forth in this Agreement, Developer agrees to abide by the City Regulations, and shall abide by the County regulations and the regulations of any other entity with jurisdiction over the MMD Improvements, as applicable. Any changes to the Design Guidelines shall require a mutual agreement between the City and the Landowner.

5.2 **Selection of Elementary School Site.** The Landowner agrees to work in good faith with the Joshua Independent School District (“**Joshua ISD**”) to select and reserve a site, for a maximum of thirty (30) months after the Effective Date, for use by the Joshua ISD as an elementary school site. The site shall be at a location determined by the Landowner, in consultation with Joshua ISD, and shall be located within the boundaries of the Joshua ISD.

5.3 **Reverter of Elementary School Site.** Any transfer to the Joshua ISD of the elementary school site may be subject to a reverter that causes the land to revert back to Landowner if the Joshua ISD has not started construction of an elementary school on such site within forty-two (42) months after the Effective Date. Construction of the elementary school will not be deemed started until a building permit has been issued for construction of the elementary school by the County or the City, if the City has been granted authority to issue building permits in the City’s ETJ pursuant to an Interlocal Agreement between the City and the County.

5.4 **FM 1902/Lakewood Drive Improvements.** Landowner acknowledges that the City and the Texas Department of Transportation (“**TxDOT**”) are seeking to improve FM 1902 from its current configuration, as reflected in **Exhibit Q**, to tie directly into Lakewood Drive, which will require the acquisition of land within the Property owned by the Landowner to expand the road right-of-way from an 80’ width to 120’ and to realign segments through the Property. In an effort to provide for cohesive development of the Property, Landowner is willing to participate in a potential abandonment, donation, swap and/or sale of land with the City, the Burleson 4A Economic Development Corporation, Johnson County, and/or TxDOT that would relate to the FM 1902 road right-of-way, the City road right-of-way for Lakewood Drive, the County road right-of-way for County Road 915, and the triangular piece of land directly west and north of the proposed FM 1902/Lakewood Drive intersection, which piece of land is depicted in **Exhibit P**. To facilitate a process by which the abandoned road right-of-way would be acquired by the Landowner, it is contemplated that the Burleson 4A Economic Development Corporation and TxDOT may swap or sell land to the Landowner, and the City may swap or sell land for its abandoned road right-of-way. The City, in good faith, will take the lead in discussions with the various entities including TxDOT and agrees to endeavor to use commercially reasonable efforts to achieve a reconfiguration substantially in compliance with the reconfiguration reflected in **Exhibit R**, which shall be subject to final alignment and adjustment based on final engineering designs. In the event that the reconfiguration is achieved, the City will in good faith assist in fostering discussions with the

Burleson 4A Economic Development Corporation to transfer the triangular piece of land depicted in **Exhibit P** to the Landowner.

5.5 Conflicts. In the event of a conflict between the Concept Plan and the Design Guidelines, the Design Guidelines shall control to the extent of the conflict.

5.6 Approval of Plats/Plans and Timing for Permits.

(a) Approval of Plats/Plans. The City will amend its existing Interlocal Agreement between the City and the County, to provide that the City has exclusive jurisdiction to regulate all subdivision plats in the City's ETJ. Approval by the City, the City's engineer, other City employee or representative, or third-party plan review firm of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to the Design Guidelines or applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, Texas Local Government Code, all development related permits issued for the Project, including each plat, shall remain valid for two (2) years from date of approval and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the first plat for the Project, the final plat shall not expire for the duration of this Agreement, provided that the Developer shall be required to finalize improvements in each phase of the Development in accordance with the Design Guidelines or to the extent applicable, the City Regulations.

(b) Permits; Timing for Approvals.

(1) The City agrees to amend its existing Interlocal Agreement with the County pursuant to which the City will have exclusive jurisdiction over the Project and will issue all building permits for the Project.

(2) The Parties agree that the timeline for review of any building plans and civil construction plans for the Project will be in accordance with existing City timelines. The City understands that the pace of development for the Project may at times exceed what has been the standard procedure for the City and that during such peaks, engaging third-party reviewers will be beneficial to the Parties in order to meet City timelines. To facilitate the process of engaging additional support as needed, Developer agrees to notify the City in writing when it anticipates an increase in plan submissions to the City. The City will then determine whether to engage third-party reviewers in order to meet City timelines.

5.7 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the MMD Improvements are under construction (and until the full and final completion of the MMD Improvements and acceptance thereof by the City, JCSUD, or the MMD, as applicable): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations

liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the MMD Improvements construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a “per occurrence” basis. All such insurance shall: (i) be issued by a carrier that is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City, JCSUD, or the MMD, as applicable, as an additional insured and contain a waiver of subrogation endorsement in favor of the City, JCSUD, or the MMD, as applicable. Upon the execution of MMD Improvements construction contracts, Developer shall provide to the City, JCSUD, or the MMD, as applicable, certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City, JCSUD, or the MMD, as applicable, as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City, JCSUD, or the MMD, as applicable, shall receive written notice of such cancellation, non-renewal or modification.

5.8 INDEMNIFICATION AND HOLD HARMLESS. THE LANDOWNER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, “CLAIMS”) AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE LANDOWNER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY MMD IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT. **THE LANDOWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY’S CONCURRENT, CONTRIBUTORY, OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE LANDOWNER AND THE CITY, THE RESPONSIBILITY OF LANDOWNER AND THE CITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE LANDOWNER’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY DEVELOPER UNDER THIS

AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.9 Status of Parties. At no time shall the City have any control over Developer's design, construction or installation of any of the MMD Improvements, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

5.10 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

5.11 Rough Proportionality. The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by the Developer related to this Agreement are roughly proportional to the need for such improvements created by the development of the Property. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, are related both in nature and extent to the impact of the development of the Property. The Developer waives and releases any and all claims against the City related to rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Gov't Code, or the Texas or U.S. Constitutions.

5.12 Design Guidelines - Regulations Regarding Building Products, Materials, or Methods. The Parties find that the Property constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Developer voluntarily consents to the application of all City Regulations, charter provisions, ordinances, orders, permitting, and building codes, including the Design Guidelines that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the City Regulations and Design Guidelines that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Property in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Developer's voluntary consent to the application of the City Regulations and Design Guidelines to the Property, as described in this section, constitutes a material inducement for the City to authorize consideration to Developer described herein; (d) the covenants contained herein shall run with the land and shall bind

Developer and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

5.13 Police Services. Upon full-purpose annexation of the Property, the City will provide the same police services available to other residents of the City. The MMD shall be charged a fee for the cost of police services prior to full-purpose annexation of the Property, which shall be calculated by the City and paid to the City annually by the MMD, or the costs may be charged to residents in the MMD through special assessments in accordance with the Act. Within ninety (90) days of the Effective Date of this Agreement, the MMD and the City shall enter into an interlocal agreement pursuant to Texas Government Code Ch. 791, to provide for police services in accordance with this Section 5.13.

SECTION 6 **FULL-PURPOSE ANNEXATION**

6.1 Strategic Partnership Agreement. Within one hundred twenty (120) days following the approval and execution of this Agreement by the City and Landowner, the MMD and the City agree to enter into a Strategic Partnership Agreement, which shall be negotiated and mutually agreed upon in writing by the MMD and the City to provide the terms for future full-purpose annexation of the Property into the City's corporate limits. Until the Strategic Partnership Agreement is mutually agreed to by the City and the MMD, it is agreed that the City will not fully annex the MMD for full-purposes until: (a) all of the MMD Improvements have been constructed, and (b) the Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the TCEQ or other applicable law. Upon such conditions being met, the City shall be authorized, but not required, to annex the MMD for full purposes. The matters provided for in the preceding two sentences shall be addressed in the Strategic Partnership Agreement and will be more fully addressed therein.

6.2 Emergency Services District. Upon full-purpose annexation, the City agrees to promptly begin the process of becoming the sole provider of emergency services to the Property. Accordingly, it shall use commercially reasonable efforts to remove the Property from the ESD, or any other applicable emergency services district, pursuant to Section 775.022, Texas Health and Safety Code, no later than one hundred and eighty (180) days following full-purpose annexation of the Property into the City's corporate limits. The City shall pay the cost required for the removal of the Property from the ESD, in accordance with the procedures provided by Chapter 775, Texas Health and Safety Code.

SECTION 7 **EVENTS OF DEFAULT; REMEDIES; MEDIATION**

7.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written Notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the

Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

7.3 Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories may mutually agree in writing to submit such disagreement to nonbinding mediation prior to any Party instituting litigation. This Section 7.3 shall not be construed as a waiver or limitation of the City Council's authority under its Charter or its legislative power and authority.

SECTION 8

ASSIGNMENT; ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of the Landowner or to any subsequent owner of all or a portion of the Property, to a non-affiliate or non-related entity of the Landowner, or any lienholder on the Property, without the prior written consent of the City or the MMD, provided however, that the Landowner shall provide the City and the MMD with a copy of any such assignments made within thirty (30) days of execution of same. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Landowner and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. The Landowner shall maintain written records of all assignments made by the Landowner to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. Any assignee named in an assignment under Section 8.1 hereof shall be deemed to be a "Landowner" or "Developer", as applicable, and have all of the rights and obligations of the Landowner or Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest with the exception of the City.

8.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.4 Notice of Assignment. Subject to Section 8.1 of this Agreement, the following requirements shall apply in the event that the Landowner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Landowner must provide written Notice to the City and the MMD to the extent required under Section 8.1; (ii) said Notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said Notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said Notice must be signed by a duly authorized person representing the Landowner and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 9 **RECORDATION AND ESTOPPEL CERTIFICATES**

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Landowner, the Developer, the MMD, and the City, and forms a part of any other requirements for development within the Property. This Agreement, when approved by the governing body of the City, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

9.2 Estoppel Certificates. From time to time, upon written request of the Landowner or any future owner, and upon payment of a \$150.00 fee to the City, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, and without waiving any claim, providing any warranty, or promising to indemnify, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 10 **GENERAL PROVISIONS**

10.1 Term. In so far as the City and the MMD are bound by this Agreement, the term of this Agreement shall continue for the entire life of the MMD or forty-five (45) years, whichever is less. In so far as the Landowner is bound by this Agreement to cause the Developer to construct MMD Improvements, this Agreement shall bind the Landowner and the Developer until the completion of construction, acceptance by the City, JCSUD, or the MMD, as appropriate, and completion of the maintenance bond period for all MMD Improvements required to serve the Property (the "Term").

10.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering

into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) the Landowner's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and transfers of real property that the Landowner is willing to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the MMD Improvements will benefit the MMD and the City and promote state and local economic development, stimulate business and commercial activity in the MMD for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(d) the MMD Improvements are public improvements and such MMD Improvements shall be dedicated to JCSUD, the City, or the MMD in accordance with the MMD Act;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion, police power, or governmental functions with respect to any matters not specifically addressed in this Agreement.

10.4 Notices. Any Notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

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

With a copy to:

City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To Landowner

AP-Groundwork Venture, LLC
Attn: Steven Spears
31 Navasota, Ste 150
Austin, TX 78702
steven@momarkdevelopment.com

With a copy to:

Allen Boone Humphries Robinson, LLP
Attn: Steve Robinson
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
srobinson@abhr.com

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other Party.

10.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Landowner represents and warrants that this Agreement has been approved by appropriate action of the Landowner, and that each individual executing this Agreement on behalf of the Landowner has been duly authorized to do so. The MMD represents and warrants that this Agreement has been approved by appropriate action of the MMD, and that each individual executing this Agreement on behalf of the MMD has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

10.8 Limited Waiver of Immunity and Annexation Disclosure. The Developer expressly acknowledges that the Developer is not required to enter into this Agreement and that annexation proceedings are subject to the Developer's consent. This consensual annexation is authorized and governed by Chapter 43 of the Texas Local Government Code. The Parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and this Agreement provides certain services to the City. In accordance with Section 212.172(i) of the Texas Local Government Code, immunity from suit for the purpose of adjudicating a claim for breach of this Agreement is waived. To the extent required by Texas law, the Parties acknowledge that this section complies with Section 212.172(b-1) of the Texas Local Government Code. To the extent a Court of competent jurisdiction determines that the City's governmental immunity

from liability is waived in any manner, the City's immunity from claims may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the Parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75 of the Texas Civil Practice and Remedies Code.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.10 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Johnson County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Johnson County District Court.

10.11 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this

Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.16 Anti-Boycott Verification. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.16 shall survive termination of the Agreement until the statute of limitations has run.

10.17 Verification under Chapter 2252, Texas Government Code. The Landowner hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.17 shall survive termination of the Agreement until the statute of limitations has run.

10.18 No Discrimination Against Fossil-Fuel Companies. The Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Landowner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a

profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.18 shall survive termination of the Agreement until the statute of limitations has run.

10.19 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Landowner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.19 shall survive termination of the Agreement until the statute of limitations has run.

10.20 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Project Concept Plan and 3D Renderings
Exhibit D	Design Guidelines
Exhibit E	Map of Water Improvements
Exhibit F	Map of Wastewater Improvements
Exhibit G	Map of Drainage Improvements
Exhibit H	Map of Roadway Improvements
Exhibit I	MMD Improvements Cost
Exhibit J	MMD Initial Capital Improvements Plan
Exhibit K	Preliminary Open Space and Parks Plan
Exhibit L	Form of District Joinder
Exhibit M	Form of City Resolution Providing Consent to Annexation
Exhibit N	Form of Landowner Petition to City Requesting Expansion and Extension of ETJ
Exhibit O	Form of City Resolution Providing Consent to Expansion and Extension of ETJ
Exhibit P	Depiction of EDC Parcel
Exhibit Q	Existing FM 1902/Lakewood Drive Configuration
Exhibit R	Proposed FM 1902/Lakewood Drive Configuration

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY:

CITY OF BURLESON, TEXAS

By: _____

Name: Chris Fletcher

Title: Mayor

Date: _____

STATE OF TEXAS §

§

COUNTY OF JOHNSON §

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

Notary Public, State of Texas

[SEAL]

LANDOWNER:

AP-GROUNDWORK VENTURE, LLC,
a Texas limited liability company

By: _____
Name: Robert Gass
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of October, 2025 by Robert Gass, Manager of AP-Groundwork Venture, LLC, a Texas limited liability company, on behalf of said entity.

Notary Public in and for the State of Texas

[SEAL]

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Exhibit A

TRACT 1

BEING a 237.0927 acre (10,327,760 square foot) tract of land situated in the W G Smith Survey, Abstract No. 1012, the J L Gant Survey, Abstract No. 316, and the G B Jamison Survey, Abstract No. 445, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 4, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said OPRJCT; said tract being more particularly described as follows:

BEGINNING at an aluminum disc stamped "TXDOT" (AD) found at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the northwest right-of-way line of FM Road No. 1902 (a variable width right-of-way);

THENCE along the said east line of CTP, the following six (6) calls:

North 30°38'51" West, a distance of 691.32 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 3,616.50 feet, a central angle of 15°35'49", and a chord bearing and distance of North 18°20'06" West, 981.44 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 984.48 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 11,290.66 feet, a central angle of 01°44'24", and a chord bearing and distance of North 12°59'45" West, 342.89 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 342.90 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 11,559.16 feet, a central angle of 00°50'00", and a chord bearing and distance of North 14°35'55" West, 168.12 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 168.12 feet to a brass disc stamped "TXDOT" (BD) found for corner at the beginning of a non-tangent curve to the right with a radius of 11,299.16 feet, a central angle of 10°50'45", and a chord bearing and distance of North 05°47'55" West, 2,135.71 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 2,138.90 feet to a point for corner;

North 00°20'41" West, a distance of 1,272.42 feet to an AD found for corner;

THENCE North 89°23'59" East, departing the said east line of CTP, a distance of 368.24 feet to a 1/2-inch iron rod found for the west corner of that tract of land described as Parcel 403 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT; said point being the beginning of a non-tangent curve to the left with a radius of 994.93 feet, a central angle of 15°49'41", and a chord bearing and distance of South 82°41'30" East, 273.98 feet; said point also being in County Road No. 1015 (an apparent public right-of-way);

THENCE in an easterly direction, with said non-tangent curve to the left, an arc distance of 274.85 feet to a point for corner;

THENCE North 89°23'40" East, a distance of 694.15 feet to a point for corner;

THENCE North 73°12'59" East, a distance of 309.28 feet to a point for corner;

THENCE South 89°44'01" East, a distance of 30.43 feet to a point for corner in the west line of said FM Road No. 1902;

THENCE South 00°15'59" West, along the said west line of FM Road No. 1902, a distance of 406.76 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner at the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 12°11'52", and a chord bearing and distance of South 05°50'01" East, 312.87 feet;

THENCE in a southerly direction, continuing along the said west line of FM Road No. 1902 and with said non-tangent curve to the left, an arc distance of 313.46 feet to a point for corner;

THENCE South 74°34'22" West, departing the said west line of FM Road No. 1902, a distance of 464.28 feet to a IRC set for corner;

THENCE South 33°06'38" East, a distance of 728.95 feet to a IRC set for corner;

THENCE North 46°03'22" East, a distance of 349.15 feet to a 5/8-inch iron rod found for corner in the said west line of FM Road No. 1902; said point being the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 02°25'52", and a chord bearing and distance of South 33°57'05" East, 62.47 feet;

THENCE continuing along the said west and northwest line of FM Road No. 1902, the following six (6) calls:

In a southerly direction, with said non-tangent curve to the left, an arc distance of 62.47 feet to a point for corner;

South 35°10'01" East, a distance of 913.60 feet to a IRC set for corner at the beginning of a non-tangent curve to the right with a radius of 1,869.86 feet, a central angle of 81°30'04", and a chord bearing and distance of South 05°34'58" West, 2,441.16 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 2,659.80 feet to a IRC set for corner;

South 46°19'59" West, a distance of 908.52 feet to a BD found for corner;

North 43°29'36" West, a distance of 32.74 feet to a BD found for corner;

South 50°09'20" West, a distance of 693.40 feet to the **POINT OF BEGINNING** and containing 10,327,760 square feet or 237.0927 acres of land, more or less.

TRACT 2

BEING a 200.7453 acre (8,744,463 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 1, 2, 7, & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said OPRJCT; said tract being more particularly described as follows:

BEGINNING at an aluminum disc stamped "TXDOT" (AD) found at the south end of a right-of-way corner clip at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

THENCE North 09°24'38" East, along said corner clip, a distance of 44.38 feet to a brass disc stamped "TXDOT" (BD) found for corner;

THENCE along the said southeast line of FM Road No. 1902, the following four (4) calls:

North 44°08'17" East, a distance of 712.02 feet to a BD found for corner;

North 43°29'16" West, a distance of 24.45 feet to an AD found for corner;

North 46°19'59" East, a distance of 908.19 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner at the beginning of a tangent curve to the left with a radius of 1,949.86 feet, a central angle of 19°07'03", and a chord bearing and distance of North 36°46'28" East, 647.58 feet; from said point a 1/2-inch iron rod with "RPLS 5544" cap found bears North 20° East, a distance of 4.7 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 650.59 feet to a point for corner;

THENCE South 44°46'55" East, departing the said southeast line of FM Road No. 1902, a distance of 2,094.10 feet to a 1/2-inch iron rod found for the south corner of that tract of land described in Special Warranty Deed to Burleson 4A Economic Development Corporation recorded in Instrument No. 2021-21498 of said OPRJCT; said point being in the northwest line of that tract of land described in Warranty Deed to Burleson Development, Inc. recorded in Instrument No. 2017-24891 of said OPRJCT;

THENCE South 46°00'16" West, along the said northwest line of the Burleson Development, Inc. tract, a distance of 718.65 feet to a IRC set for corner; said point being the west corner of said Burleson Development, Inc. tract; from said point a t-post found bears North 19° East, a distance of 13.6 feet;

THENCE South 45°00'53" East, along the southwest line of said Burleson Development, Inc. tract, a distance of 1,052.08 feet to a IRC set for corner in the northwest line of that tract of land

described as Tract 4 in Warranty Deed with Vendor's Lien to Burleson Development, Inc. recorded in Instrument No. 2016-9009 of said OPRJCT; from said point an aluminum disc stamped "RPS 314 210" found bears North 23° East, a distance of 4.8 feet;

THENCE South 45°54'55" West, along the said northwest line of said Tract 4, to and along the northwest line of Tract 2 in said Warranty Deed with Vendor's Lien, a distance of 3,190.92 feet to an AD found for corner in the said east line of CTP; said point being the beginning of a non-tangent curve to the left with a radius of 11,659.16 feet, a central angle of 01°55'33", and a chord bearing and distance of North 18°32'40" West, 391.85 feet; from said point a 1/2-inch iron rod found bears South 18° East, a distance of 3.9 feet;

THENCE along the said east line of CTP, the following seven (7) calls:

In a northerly direction, with said non-tangent curve to the left, an arc distance of 391.87 feet to a point for corner;

North 19°30'26" West, a distance of 1,608.61 feet to an AD found for corner;

North 15°51'51" West, a distance of 285.84 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 1,384.39 feet, a central angle of 04°29'56", and a chord bearing and distance of North 01°27'15" East, 108.67 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 108.70 feet to an AD found for corner;

North 03°42'13" East, a distance of 189.85 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 1,193.92 feet, a central angle of 37°19'27", and a chord bearing and distance of North 14°57'31" West, 764.08 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 777.75 feet to a point for corner;

North 30°38'46" West, a distance of 37.19 feet to the **POINT OF BEGINNING** and containing 8,744,463 square feet or 200.7453 acres of land, more or less.

TRACT 3

BEING a 37.0820 acre (1,615,291 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 7 & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

BEGINNING at a brass disc stamped "TXDOT" (BD) found at the east end of a right-of-way corner clip at the intersection of the west right-of-way line of Chisholm Trail Parkway (CTP) (a variable

width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

THENCE along the said east line of CTP, the following three (3) calls:

South 22°33'22" East, a distance of 1,553.16 feet to a point for corner;

South 19°30'26" East, a distance of 817.47 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 11,279.16 feet, a central angle of 02°53'59", and a chord bearing and distance of South 18°03'26" East, 570.77 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 570.83 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner; said point being the north corner of Block 1, Chisholm Trail West, an addition to the City of Burleson according to the plat recorded in Instrument No. 2021-74 of said OPRJCT; from said point a BD found along said curve to the right and in the said west line of CTP bears an arc length of 1,245.56 feet;

THENCE South 45°45'02" West, departing the said west line of CTP and along the northwest line of said Block 1, a distance of 686.32 feet to a point for corner in the northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

THENCE North 44°46'30" West, along the said northeast line of said Section Two, a distance of 425.53 feet to a point for corner in the east line of said FM Road No. 1902;

THENCE along the said east line of FM Road No. 1902, the following five (5) calls:

North 08°26'18" West, a distance of 2,319.58 feet to a IRC set for corner;

North 81°32'42" East, a distance of 40.42 feet to a IRC set for corner;

North 05°25'24" West, a distance of 200.28 feet to a point for corner;

North 00°29'13" East, a distance of 187.36 feet to a point for corner;

North 06°47'27" East, a distance of 232.82 feet to a BD found for corner at the west end of said corner clip;

THENCE North 80°25'28" East, along the south line of said corner clip, a distance of 36.38 feet to the **POINT OF BEGINNING** and containing 1,615,291 square feet or 37.0820 acres of land, more or less.

TRACT 4

BEING a 85.6193 acre (3,729,576 square foot) tract of land situated in the Green B Jamison Survey, Abstract No. 445, Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land

described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 7, & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

BEGINNING at a point at the intersection of the south right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road No. 1902 (a variable width right-of-way);

THENCE along the said west line of FM Road No. 1902, the following six (6) calls:

South 24°56'25" West, a distance of 54.40 feet to a point for corner;

South 13°19'32" West, a distance of 45.64 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

South 07°20'43" East, a distance of 216.21 feet to a point for corner;

South 08°25'10" East, a distance of 408.81 feet to a IRC set for corner;

North 81°32'42" East, a distance of 18.00 feet to a IRC set for corner;

South 08°26'18" East, a distance of 2,219.54 feet to a IRC set for corner in northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

THENCE North 44°53'01" West, departing the said west line of FM Road NO. 1902 and along the said northeast line of Section Two, a distance of 1,612.04 feet to a point for corner;

THENCE North 41°43'10" West, continuing along the said northeast line of Section Two, a distance of 2,136.23 feet to a point for corner;

THENCE North 89°45'36" West, a distance of 34.69 feet to a point for corner in Roaring Creek Road (a 60-foot wide access easement as shown on said plat of Section Two);

THENCE North 00°14'24" East, along said Roaring Creek Road, a distance of 362.99 feet to a point for corner in said County Road 915;

THENCE South 89°59'38" East, along said County Road 915, a distance of 1,308.05 feet to a point for corner;

THENCE South 00°00'22" West, a distance of 20.58 feet to a IRC set for the west corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

THENCE South 78°55'09" East, along the south line of Parcel 404, a distance of 903.61 feet to the **POINT OF BEGINNING** and containing 3,729,576 square feet or 85.6193 acres of land, more or less.

TRACT 5

BEING a 60.7498 acre (2,646,260 square foot) tract of land situated in the Green B Jamison Survey and the W G Smith Survey, Abstract No. 1012, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

BEGINNING at a point at the intersection of the north right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road NO. 1902 (a variable width right-of-way); said point also being the northeast corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

THENCE North 78°53'00" West, along the north line of said Parcel 404, a distance of 717.10 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

THENCE South 86°11'34" West, continuing along the said north line of Parcel 404, a distance of 202.00 feet to a IRC set for the west corner of said Parcel 404;

THENCE North 00°00'22" East, a distance of 20.58 feet to a point for corner in said County Road No. 915;

THENCE North 89°59'38" West, along said County Road No. 915, a distance of 256.77 feet to a point for corner;

THENCE North 00°45'42" West, departing said County Road No. 915, a distance of 2,631.08 feet to a IRC set for corner;

THENCE North 88°40'55" East, a distance of 369.38 feet to a IRC set for corner;

THENCE North 00°48'28" West, a distance of 3,417.72 feet to a IRC set for corner;

THENCE North 87°08'09" East, a distance of 56.59 feet to a IRC set for corner in the west right-of-way line of Chisholm Trail Parkway (a variable width right-of-way);

THENCE along the said west line of CTP, the following ten (10) calls:

South 00°22'32" East, a distance of 1,185.87 feet to a IRC set for corner at the beginning of a tangent curve to the left with a radius of 11,619.16 feet, a central angle of 10°30'22", and a chord bearing and distance of South 05°37'43" East, 2,127.58 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 2,130.56 feet to a IRC set for corner;

South 12°08'11" East, a distance of 995.28 feet to a IRC set for corner;

South 19°51'51" East, a distance of 379.29 feet to a point for corner;

South 17°47'45" East, a distance of 58.58 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 770.51 feet, a central angle of 23°01'33", and a chord bearing and distance of South 01°01'02" East, 307.57 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 309.65 feet to an aluminum disc stamped "TXDOT" (AD) found for corner;

South 10°29'45" West, a distance of 176.52 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 866.51 feet, a central angle of 50°49'35", and a chord bearing and distance of South 14°55'03" East, 743.71 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 768.67 feet to an AD found for corner;

South 40°19'50" East, a distance of 203.70 feet to a brass disc stamped "TXDOT" found for corner;

THENCE South 17°08'28" West, a distance of 168.80 feet to the **POINT OF BEGINNING** and containing 2,646,260 square feet or 60.7498 acres of land, more or less.

EXHIBIT B

DEPICTION OF THE PROPERTY

Exhibit B

NOTES

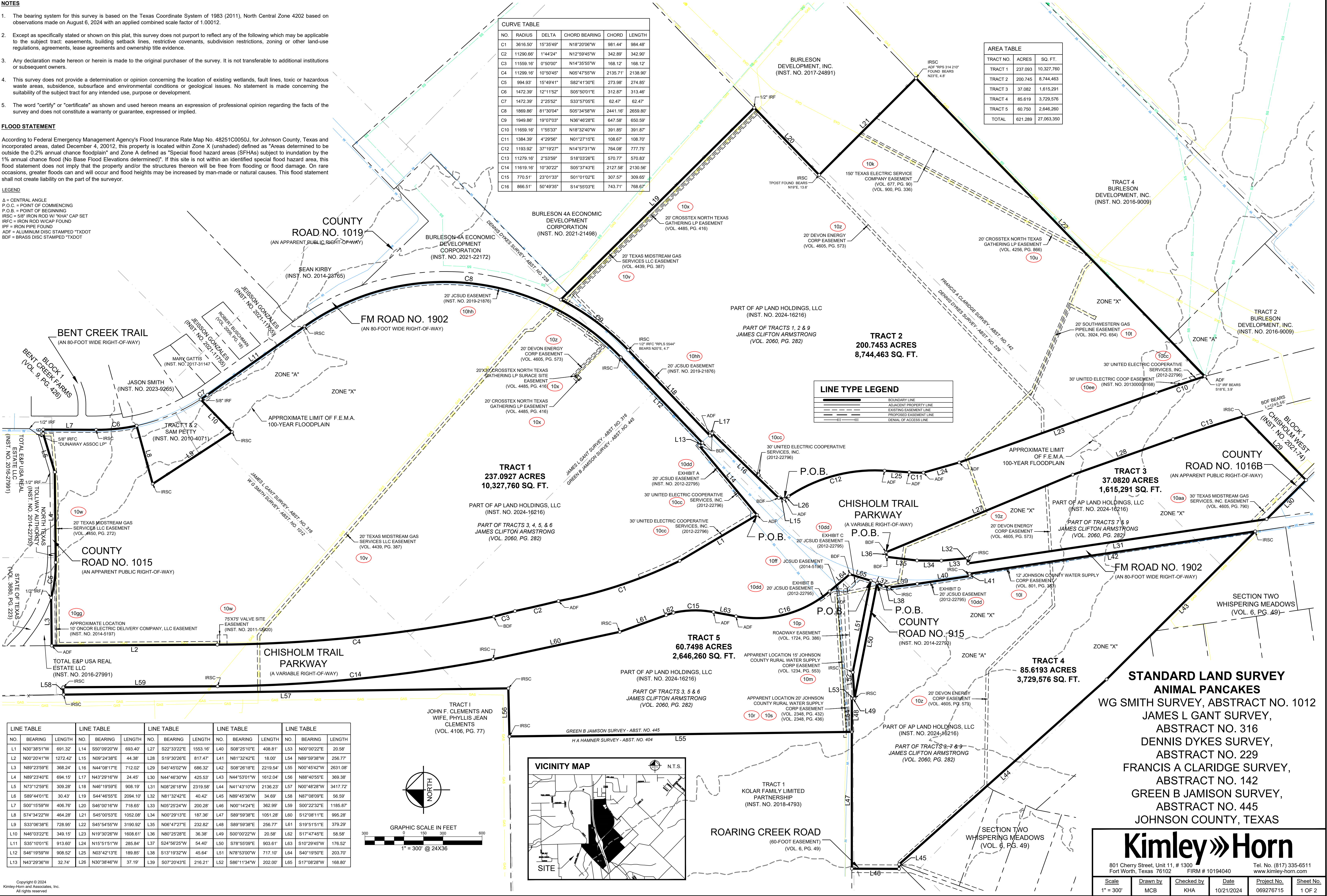
- The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), North Central Zone 4202 based on observations made on August 6, 2024 with an applied combined scale factor of 1.00012.
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- Any declaration made hereon or herein is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
- This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
- The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.

FLOOD STATEMENT

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48251C0050J, for Johnson County, Texas and incorporated areas, dated December 4, 20012, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, 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.

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRP = IRON PIPE FOUND
ADF = ALUMINUM DISC STAMPED "TXDOT"
BDF = BRASS DISC STAMPED "TXDOT"



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N30°38'51"W	691.32'	L14	S50°09'20"W	693.40'	L27	S22°33'22"E	1553.16'	L40	S08°25'10"E	408.81'	L53	N00°00'22"E	20.58'
L2	N00°20'41"W	1272.42'	L15	N09°24'38"E	44.38'	L28	S19°30'26"E	817.47'	L41	N81°32'42"E	18.00'	L54	N89°59'38"W	256.77'
L3	N89°23'59"E	368.24'	L16	N44°08'17"E	712.02'	L29	S45°45'02"W	686.32'	L42	S08°26'18"E	2219.54'	L55	N00°45'42"W	2631.08'
L4	N89°23'40"E	694.15'	L17	N43°29'16"W	24.45'	L30	N44°46'30"W	425.53'	L43	N44°53'01"W	1612.04'	L56	N88°40'55"E	369.38'
L5	N73°12'59"E	309.28'	L18	N46°19'59"E	908.19'	L31	N08°26'18"W	2319.58'	L44	N41°43'10"W	2136.23'	L57	N00°48'28"W	3417.72'
L6	S89°44'01"E	30.43'	L19	S44°46'55"E	2094.10'	L32	N81°32'42"E	40.42'	L45	N89°45'36"W	34.69'	L58	N87°08'09"E	56.59'
L7	S00°15'59"W	406.76'	L20	S46°00'16"W	718.65'	L33	N05°25'24"W	200.28'	L46	N00°14'24"E	362.99'	L59	S00°22'32"E	1185.67'
L8	S74°34'22"W	464.28'	L21	S45°00'53"E	1052.08'	L34	N00°29'13"E	187.36'	L47	S89°59'38"E	1051.28'	L60	S12°08'11"E	995.28'
L9	S33°06'38"E	728.95'	L22	S45°54'55"W	3190.92'	L35	N06°47'27"E	232.82'	L48	S89°59'38"E	256.77'	L61	S19°51'51"E	379.29'
L10	N46°03'22"E	349.15'	L23	N19°30'26"W	1608.61'	L36	N80°25'28"E	36.38'	L49	S00°00'22"W	20.58'	L62	S17°47'45"E	58.58'
L11	S35°10'01"E	913.60'	L24	N15°51'51"W	285.84'	L37	S24°56'25"W	54.40'	L50	S78°55'09"E	903.61'	L63	S10°29'45"W	176.52'
L12	S46°19'59"W	908.52'	L25	N03°42'13"E	189.85'	L38	S13°19'32"W	45.64'	L51	N78°53'00"W	717.10'	L64	S40°19'50"E	203.70'
L13	N43°29'36"W	32.74'	L26	N30°38'46"W	37.19'	L39	S07°20'43"E	216.21'	L52	S86°11'34"W	202.00'	L65	S17°08'28"W	168.80'

STANDARD LAND SURVEY
ANIMAL PANCAKES
WG SMITH SURVEY, ABSTRACT NO. 1012
JAMES L GANT SURVEY, ABSTRACT NO. 316
DENNIS DYKES SURVEY, ABSTRACT NO. 229
FRANCIS A CLARIDGE SURVEY, ABSTRACT NO. 142
GREEN B JAMISON SURVEY, ABSTRACT NO. 445
JOHNSON COUNTY, TEXAS

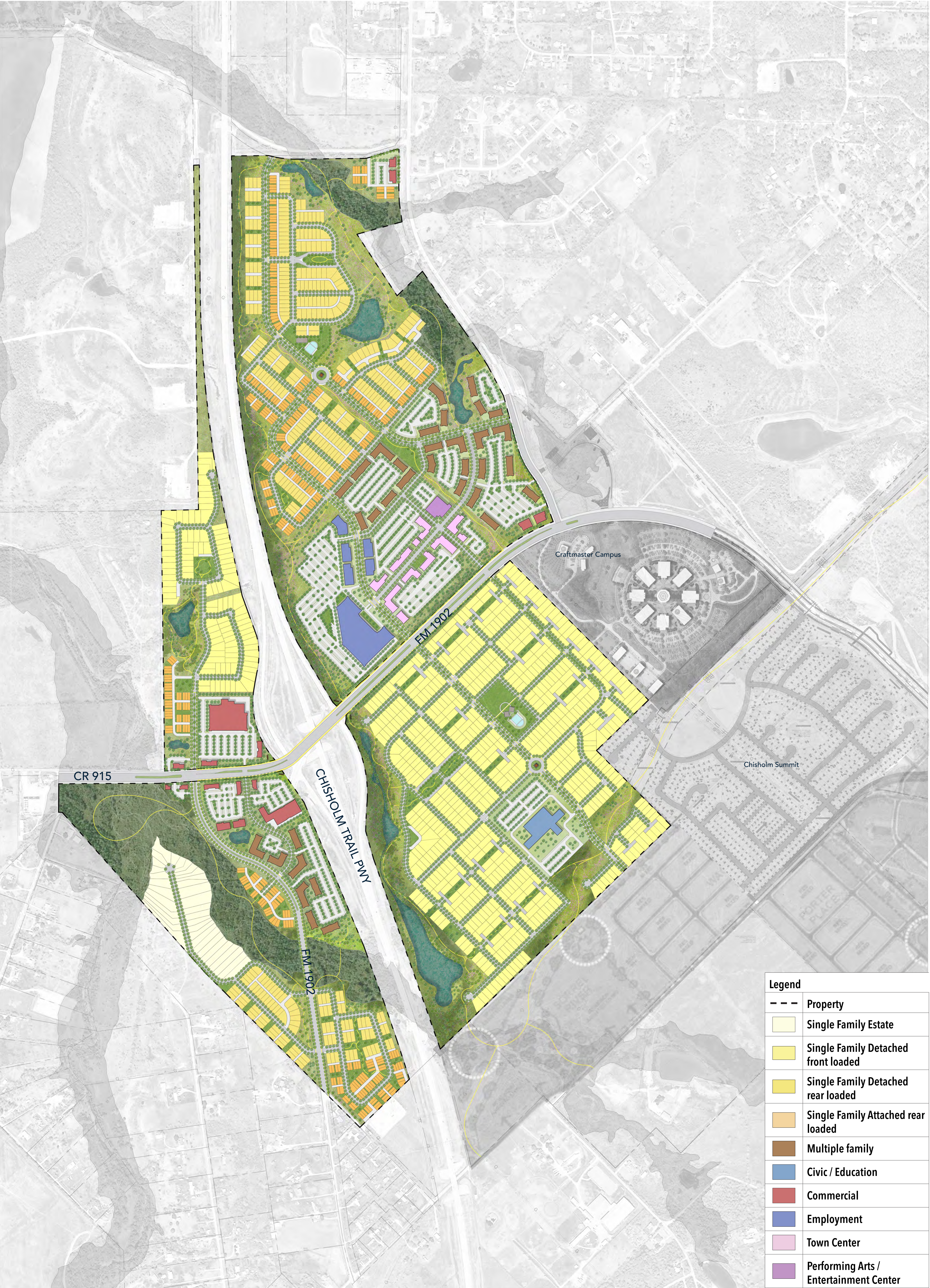
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	MCB	KHA	10/21/2024	069276715	1 OF 2

EXHIBIT C

PROJECT CONCEPT PLAN AND 3D RENDERINGS





SINGLE FAMILY NEIGHBORHOOD

TALLGRASS MASTER PLAN

CONCEPT ONLY - SUBJECT TO CHANGE
DO NOT REPRODUCE WITHOUT APPROVAL FROM AP_GROUNDWORK VENTURE, LLC

04.2025

Kimley»Horn
Technology Solutions

WHERE ROOTS RUN DEEP



TOWN CENTER

TALLGRASS MASTER PLAN

CONCEPT ONLY - SUBJECT TO CHANGE
DO NOT REPRODUCE WITHOUT APPROVAL FROM AP_GROUNDWORK VENTURE, LLC

04.2025

EXHIBIT D
DESIGN GUIDELINES



PLANNED DEVELOPMENT

CITY OF BURLESON | OCT 2025

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A. Property

The Tallgrass Planned Development (PD) District is comprised of approximately 621 acres traversed by the Chisholm Trail Parkway and FM 1902.

B. Purpose

Currently, Tallgrass (formerly known as the Animal Pancakes property) is primarily located in unincorporated Johnson County, with approximately 200 acres located within the City of Burleson Extraterritorial jurisdiction (ETJ).

C. Intent

This master planned community intends to meet the needs of the community by providing major employment, local and regional commercial services, diversity of housing products, education opportunities, parks, trails and open space, and act as a western gateway to the City of Burleson.

Tallgrass has been conceptually planned using these seven goals as the foundation:



Provide a high **quality of life** by supporting overall well-being across generations and providing inclusive, comfortable, and accessible amenities for all generations.



Enhance **environmental sustainability** by creating accessible green spaces, conserving natural resources, and implementing eco-friendly urban design.



Foster **community connectivity** by creating a pedestrian-friendly network and walkable spaces that encourage interaction and reduce car dependency.



Support high quality and **diverse housing** that meet the needs of the market, including families and multi-generational residents.



Develop **quality employment opportunities and retail services** that support the local and regional economy while minimizing large, impersonal developments.



Celebrate **local culture** by integrating art into the community.



Ensure **long-term community viability** by remaining flexible and adapting to market demands, while thoughtfully phasing development and planning for the sustained maintenance of amenities.

It is with these goals in mind that the Planned Development provides opportunity and flexibility to realize these goals over the life of the development.

This master planned community aims to support the City of Burleson's growth by establishing a vibrant "western gateway" to the city. Flexibility with the development to appropriately respond to changing market demands over time, in this rural part of Johnson County, will be essential. It will transform a predominantly undeveloped area into a thriving community with essential infrastructure, a diverse range of amenities, and ample open spaces for recreation and community gatherings. The development will prioritize quality design standards, ensuring that architectural aesthetics, landscaping, and public spaces promote community and connectivity among residents. This proposed development will create an inviting environment that meets the needs of current and future residents while fostering economic vitality in the region.

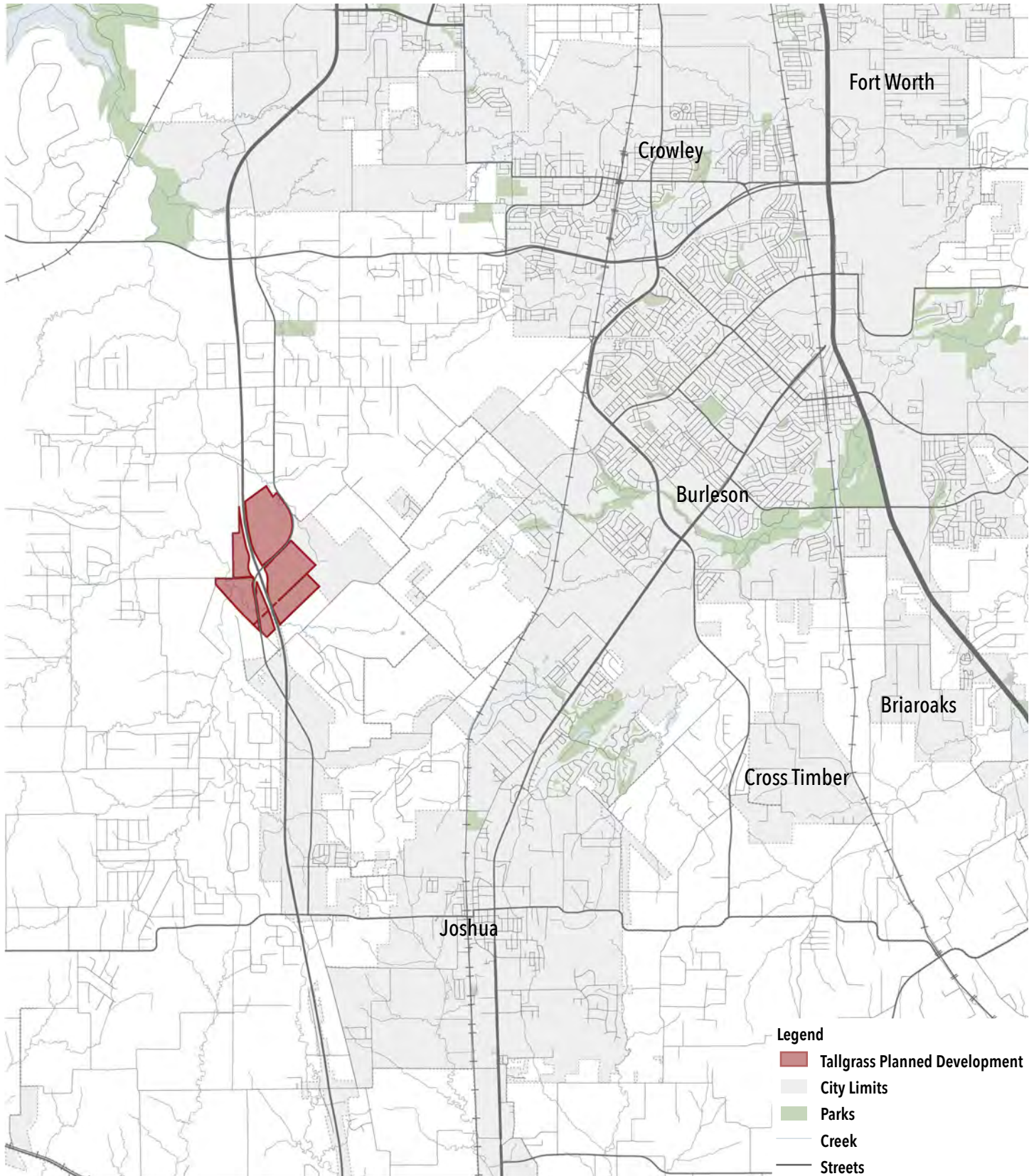


Figure 1: Regional Context Map

D. How to Use this Document

The Tallgrass PD is administered through a system of:

- **Goals** - Tallgrass goals may be used by the director when making a determination about intent if standards are not immediately clear.
- **Zoning Districts** - Tallgrass is comprised of one (1) zoning district. Any standards not discussed within this document are regulated by the base zoning standards.
- **Land Use Regulating Districts** - Tallgrass is divided into three (3) land use regulating districts that define the overall character, density, land uses, development standards and building types.
- **Building Types** - Tallgrass is made up of several building types that define specific lot, setback, impervious cover, design, and parking standards.
- **Street Hierarchy** - Tallgrass street hierarchy defines land use character and frontage types along various public and private street types throughout the development.

E. Applicability and Process

All applicable City regulations (as authorized within the ETJ) and County regulations are relevant unless otherwise specified in the Development Agreement (DA) or this PD. This includes, but is not limited to, the governing regulations set forth in the DA and the North Johnson County Municipal Management District No. 1 (NJCMMMD1). All applicable state and federal regulations will apply.

In the event of a conflict between the DA or the PD and the County's ordinances, the DA or the PD apply. In the event of a conflict between the DA and the PD, the PD will apply.

Process

This document will be included as part of the DA and govern the proposed development.

At the time that the City of Burleson has full purpose annexation over this property, this PD (and applicable future amendments) shall become the zoning for the land.

City review processes will be in accordance with the approved DA.

Modifications

Modifications to the standards outlined in this PD are subject to the City of Burleson Code of Ordinances Appendix B Article III Section 85 Planned Development District, which specifies the following approval procedures;

- a. The procedures for approval of a request for a zoning change to PD shall be the same as for a requested change to any other zoning classification as set forth in section [6], amendments of this ordinance.
- b. The application for PD zoning shall be accompanied by a development plan meeting the requirements of this section.
- c. No application for PD zoning shall be accepted unless accompanied by a development plan and the appropriate filing fee.
- d. Minor changes to an approved development plan, which will not cause any of the following circumstances to occur, may be authorized by the city manager or the city manager's designee:
 1. A five (5) percent or greater increase in the gross floor areas of structures.
 2. Any substantial and material changes in such external effects on adjacent property as noise, heat, light, glare and vibration.
 3. A substantial and material reduction in the originally approved separations between buildings.

4. Any adverse changes in traffic circulation, safety, drainage and utilities.
 5. A five (5) percent or greater increase in the height of structures.
 6. A ten (10) percent or greater reduction in the originally approved setbacks from property lines.
 7. A five (5) percent or greater increase in ground coverage by structures.
 8. A five (5) percent or greater reduction in the ratio of off-street parking and loading space.
 9. A change in the size, height, lighting, flashing, animation or orientation of originally approved signs.
- e. The city manager or the city manager's designee shall determine whether changes being requested, this determination may be appealed by the applicant to the zoning board of adjustment. Any change deemed not to be a minor change, as indicated above, shall be processed as a new application in accordance with the provisions of this section.

F. Definitions

For the purposes of this document all terms are defined within the City of Burleson Code of Ordinances, except the following terms defined as follows:

Accessory Dwelling Units are accessory residential buildings on a lot, detached or attached to the primary residence, not counted toward the total unit count of this development. 50% of all residential units that are defined as Low Density or Medium Density in this document are permitted to have an accessory dwelling unit on a first come first serve basis. All applicable design guidelines and setbacks shall be met (or received variance) and one additional off street parking space must be provided.

Blocks are defined as an area bounded by a public or private streets or a park/paseo/open space that is greater than 15 feet in width, and has a five (5) foot wide trail or sidewalk.

Lot Width shall be measured at the building line, which delineates the minimum distance from the street a building may be placed. This is established during platting.

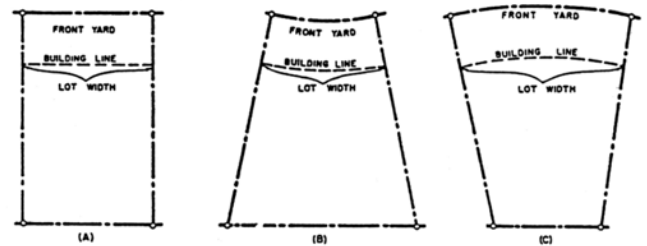


Image from Appendix B Art. 1 Section 16: Appendix Illustrations showing where Lot Width is measured from.

Primary Frontage is considered the portion of any frontage containing the primary public entrance(s) to the building or building units.

Self Storage (Indoor) is a building used for the purpose of renting or leasing individual storage space for the purpose of storing household items, recreational equipment, and other similar type goods.

G. Zoning Districts

All development of the property shall conform to the base zoning district Planned Development (PD) in accordance with "Figure 2: Regulating Plan" which depicts the new FM 1902 alignment being designed by TxDOT and City of Burleson. Should this alignment change, the PD shall be allowed to be administratively amended to accommodate the alignment change.

All development standards established in this PD are applicable. In the event of a conflict between the regulations of this PD and the regulations of the Johnson County Subdivision Regulations or the City of Burleson Code of Ordinances, the PD shall control.

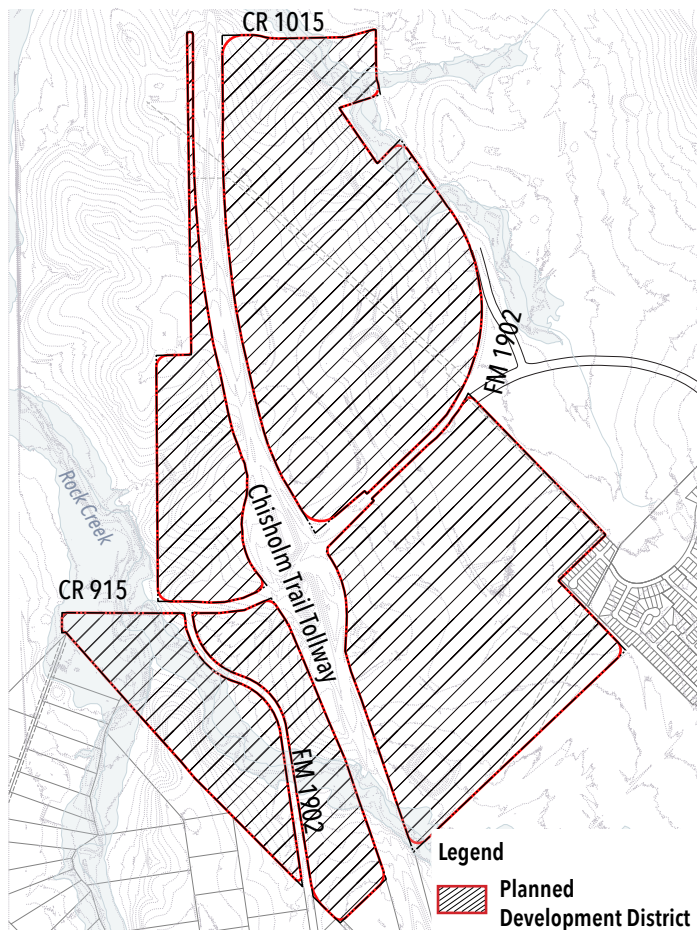


Figure 2: Regulating Plan

Land Use Regulating Districts

For the purposes of this document this land is divided into three (3) land use regulating districts as illustrated in Figure 3: Character Districts. These districts define the character of the project and can be modified as set out in Section "E. Applicability and Process".

- **Neighborhood Mixed-Use District** - This district supports small-scale, walkable development that blends residential with limited commercial and civic uses within neighborhoods. Community amenities create a vibrant yet compatible environment connecting residents to local services, parks, and schools.
- **Corridor Mixed-Use District (Med)** - This district is designed for moderate-intensity residential, commercial, and office uses along transportation corridors. It emphasizes walkability and human-scale design, serving as a transition between high-intensity areas and surrounding neighborhoods.
- **Corridor Mixed-Use District (High)** - This district, located along major corridors, easily accessible to residents and visitors, promotes a mix of uses at a higher intensity including residential, office, retail, and entertainment. Major retail and employment centers are located within this district.

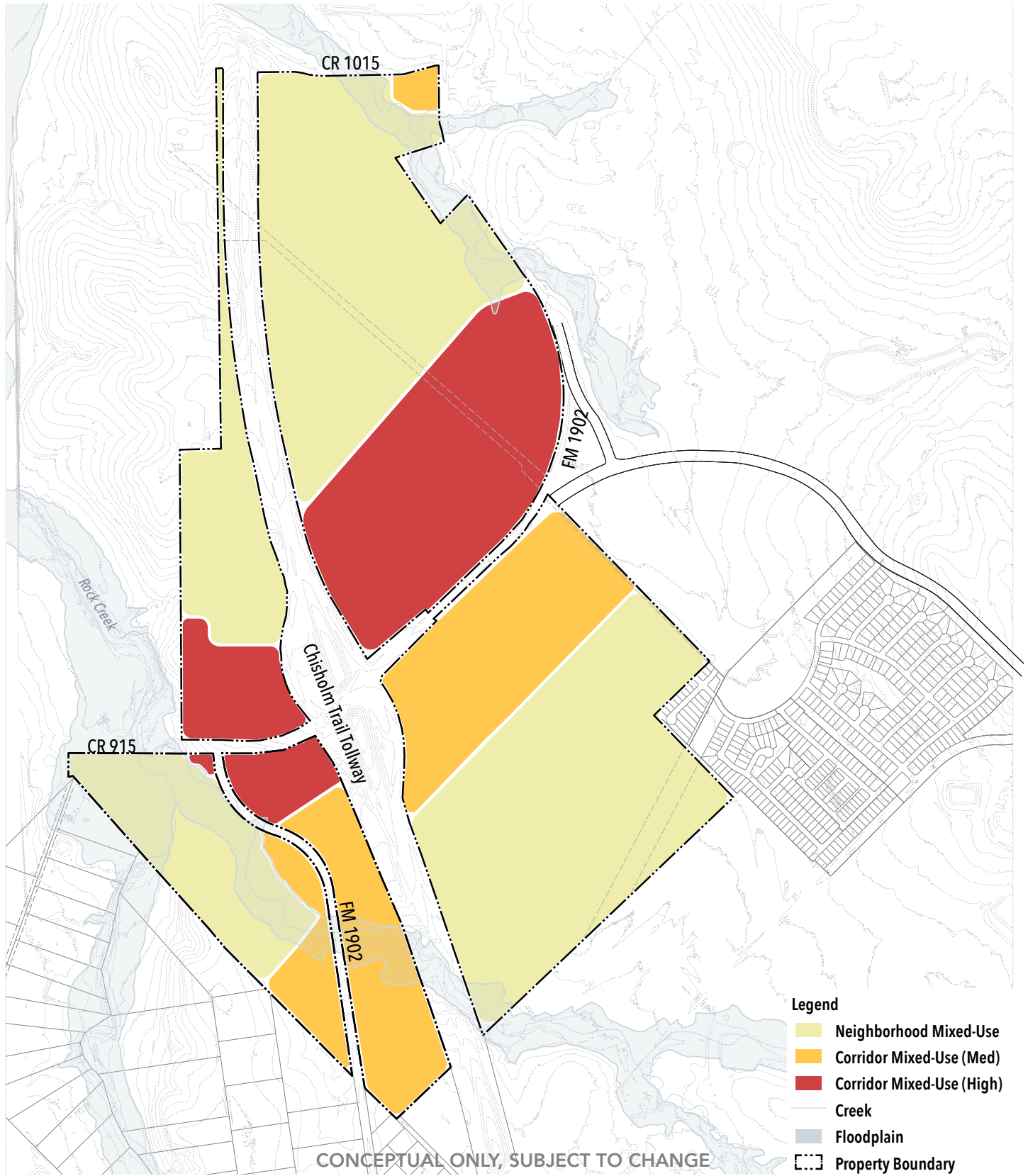


Figure 3: Land Use Regulating Districts

Neighborhood Mixed-Use District

This district supports small-scale, walkable development that blends residential with limited commercial and civic uses within neighborhoods. Community amenities create a vibrant yet compatible environment connecting residents to local services, parks, and schools.





Corridor Mixed-Use District - Medium

This district is designed for moderate-intensity residential, commercial, and office uses along transportation corridors. It emphasizes walkability and human-scale design, serving as a transition between high-intensity areas and surrounding neighborhoods.





Corridor Mixed-Use District - High

This district, located along major corridors is easily accessible to residents and visitors and promotes a mix of uses at a higher intensity including residential, office, retail, and entertainment. Major retail and employment centers are located within this district.





H. Land Uses

All land uses are governed by this section of the PD and are defined in Appendix B, Article II of the City of Burleson Code of Ordinances.

Land Uses	Districts		
	NMU	CMUm	CMUh
Residential			
Home for aged, residence	L	L	--
HUD-CODE manufactured home	--	--	--
Industrialized housing (modular home)	P	P	--
Manufactured home	L	P	--
Manufactured home subdivision	--	L	--
Manufactured home park	--	--	--
Multiple-family	--	P	P
Single-family detached	P	P	L
Single-family attached	P	P	P
Two-family	P	P	L
Civic			
Cemetery or mausoleum	--	P	P
College or university	--	P	P
Community center: public	P	P	P
Convent or monastery	--	P	P
Fairgrounds or exhibition area	--	L	P
Farm, ranch, garden, orchard	P	L	--
Fire or police station	P	P	P
Fraternal lodge or union hall	--	P	P
Fraternity or sorority	--	P	P
Municipal building and uses	--	P	P
Park or public playground	P	P	P
Playfield or stadium (public)	--	P	P
Public facility; governmental unit	--	P	P
Religious institution	L	P	P
Rodeo grounds	--	--	P
School, business	--	P	P
School, commercial trade	--	P	P
School, primary and secondary	P	P	P
Zoo; public	--	--	L
Commercial			
Amusement, commercial (indoor)	--	--	P

Land Uses	Districts		
	NMU	CMUm	CMUh
Amusement, commercial (outdoor)	--	--	L
Antique Shop	--	P	P
Art Supply Store	--	P	P
Art Gallery or Museum	--	P	P
Auto parts and accessory sales (No outside storage)	--	P	P
Automotive fuel sales	--	P	P
Batting cages	--	--	P
Bakery or retail confectionery	P	P	P
Bakery or wholesale candy	--	--	P
Building materials sales	--	--	P
Cabinet and upholstery shop	--	P	P
Child care as a home occupation (in single-family dwelling unit)	L	L	--
Child care center	P	P	P
Clean/press shop pickup	--	P	P
Clothing or similar manufacturing	--	--	P
Convenience store without automotive fuel sales	--	L	P
Country club, private	L	P	P
Custom personal service shop	--	P	P
Day camp for children	--	--	P
Department store	--	P	P
Drapery, sewing or weaving shop	--	P	P
Drop-in child care center	P	P	P
Drugstore or pharmacy	P	P	P
Feed Store	--	L	P
Florist shop	P	P	P
Food/beverage sales store	L	P	P
Furniture or appliance store	--	P	P
Golf course; commercial	--	--	P
Greenhouse or plant nursery (on premises sales)	--	P	P
Greenhouse or plant nursery (off premises sales)	--	--	P
Handicraft shop and art objects	--	P	P
Hardware or hobby shop	--	P	P
Hauling or storage company	--	--	P
Hospital, acute care	--	L	P

Land Uses	Districts		
	NMU	CMUm	CMUh
Hospital, institution care	--	L	P
Household appliance repair	--	P	P
Key shop	--	P	P
Laboratory, medical or dental	--	--	P
Laboratory manufacturing	--	--	P
Laboratory research	--	P	P
Laundry/clean self-service	--	P	P
Liquor store	--	L	P
Lithography or print shop	--	P	P
Maintenance and repair services for buildings	--	--	P
Massage, therapeutic	--	P	P
Medical appliances sale/rent	--	P	P
Miniature golf course	--	P	P
Mortuary or funeral home	--	P	P
Motel or hotel	--	P	P
Office, business and professional	P	P	P
Office, medical or dental	--	P	P
Paint shop	--	--	P
Parking lot or structure, commercial (auto)	--	P	P
Pawnshop	--	--	L
Pet Shop	--	L	P
Plumbing shop (no outside storage)	--	P	P
Private club	--	P	P
Restaurant or cafeteria (not of drive-in type)	--	P	P
Restaurant or cafeteria (drive in type)	--	P	P
Retail shop, apparel, gift accessories and similar items	--	P	P
Sexually oriented businesses	--	--	L
Studio, artist and/or photographer	--	P	P
Studio, health and fitness	--	P	P
Studio, music, dance, and/or drama	--	P	P
Swimming pool, commercial	L	L	L
Swim, tennis, handball club	L	P	P
Tattoo Studio	--	--	L

Land Uses	Districts		
	NMU	CMUm	CMUh
Taxidermy shop	--	--	P
Telephone office	--	P	P
Theater or indoor playhouse	--	L	P
Theater: open drive-in	--	--	P
Tool rental	--	P	P
Travel bureau or consultant	--	P	P
Variety or similar retail store	--	P	P
Veterinarian, office only	--	P	P
Veterinarian hospital	--	P	P
Veterinarian, supply store	--	P	P
Industrial			
Airport or landing field	--	--	L
Animal pound, private	--	--	P
Asphalt/concrete batching (permanent)	--	--	L
Asphalt/concrete batching (temporary)	--	--	--
Auto glass, seat cover, muffler shop	--	--	P
Auto impoundment	--	--	--
Auto laundry/carwash	--	--	P
Auto, new used auto sales; outdoors	--	--	P
Auto painting or body shop	--	--	P
Auto parts sales and accessory sales (with outside storage)	--	--	P
Auto repair garage	--	--	P
Auto sales or auction	--	--	P
Automobile/truck rental service	--	L	P
Automotive oil change and lubrication shop	--	--	L
Bottling works	--	--	P
Brick kiln or tile plant	--	--	P
Cement or hydrated lime	--	--	--
Cleaning plant commercial	--	--	P
Contractors, electrical/mechanical/plumbing (no outside storage)	--	P	P
Contractors, electrical/mechanical/plumbing (with outside storage)	--	--	P

Land Uses	Districts		
	NMU	CMUm	CMUh
Contractor; storage/equipment	--	--	P
Dump or sanitary landfill	--	--	--
Dyeing/laundry plant; commercial	--	--	P
Electrical generating station	--	--	P
Electrical substation	P	P	P
Electrical transmission line	P	P	P
Engine repair (small)	--	L	L
Franchised utility lane	--	P	P
Franchised utility shop/yards	--	--	P
Hatchery	--	--	P
Heavy machinery sales/repair	--	--	P
Kennel (indoor)	--	--	P
Light manufacturing or assembly	--	--	P
Livestock auction	--	--	L
Local franchise utility	P	P	P
Meat product processing or manufacturing	--	--	L
Milk depot, ice cream plant	--	--	P
Miniwarehouse	--	--	P
Mold and tool shop	--	--	P
Monument manufacturing	--	L	P
Motor freight terminal	--	--	P
Motorcycle sales and repair	--	--	P
Musical instrument sales and manufacturing	--	P	P
Natural gas regulating station	P	P	P
Open salvage yard	--	--	--
Open storage of commercial goods	--	--	P
Parking lot, trucks/trailers	--	P	P
Parking lot or structure, commercial (auto)	--	L	L
Petroleum or gas well	L	L	L
Petroleum storage/collection	--	--	L
Plumbing shop (with outside storage)	--	L	P
Sand/gravel extraction/storage	--	--	L
Self Storage (indoor)	--	--	P
Sewage pumping station	P	P	P
Sewage treatment plant	P	P	P

Land Uses	Districts		
	NMU	CMUm	CMUh
Small tractor and farm equipment sales and repair	--	--	L
Stable or barn, private	--	L	L
Storage warehouse	--	--	P
Telephone exchange, switching, relay or transmission station	P	P	P
Tire retreading, recapping, and storage	--	--	L
Topsoil/sand extraction/storage	--	--	P
Trailer, manufactured home sales, or rental, assembly and manufacturing	--	--	P
Self Storage	--	--	P
Water pumping station	P	P	P
Water storage facility	P	P	P
Water treatment plant	--	--	P
Welding or machine shop	--	--	P
Wholesale sales/storage	--	--	P
Wrecking or auto salvage yard	--	--	--
Utility			
Bus station or terminal	--	--	L
Heliport	--	--	P
Helistop	--	--	P
Radio, microwave, TV tower	--	P	P
Radio, television station	--	L	P
Railroad freight terminal	--	--	P
Railroad passenger terminal	--	--	P
Railroad team track	--	--	P
Railroad track or right-of-way	--	--	P

Table Notes:

Key: P = Permitted; L = Limited; -- = Not Allowed;
 NMU = Neighborhood Mixed-Use; CMUm = Corridor Mixed-Use (Med);
 CMUh = Corridor Mixed-Use (High);

*New uses that do not currently exist in the City of Burleson Code of Ordinances and are further described in this section.

Accessory Uses

The following uses are accessory to a primary use within the Tallgrass PD.

Land Uses	Districts		
	NMU	CMUm	CMUh
Accessory building, residential	P	P	P
Accessory building, agricultural	P	P	P
Accessory building, (neighborhood service, commercial, business, or industry)	--	P	P
Accessory dwelling unit*	P	P	--
Caretaker's or guard's residence	P	P	P
Home occupation	P	P	P
Off-street parking	P	P	P
Satellite receive antenna	--	P	--
Swimming pool, private	P	P	P
Stable or barn private	P	--	--

Limited Uses

Where uses are limited the following standards must be met.

- **Location.** The use has its primary frontage along a road identified in Figure 4: Circulation Diagram.
- **Building Type.** Indoor uses must be located in a low or medium density residential building type and be consistent with all applicable design standards.
- **Outdoor Industrial Uses and Utilities.** Any outdoor utilities or industrial uses must be set back a minimum of 50 feet from a residential building.
- **Entertainment and Recreation.** Any live music or entertainment area, event facility, athletic facility or commercial recreation area must:
 1. Be set back a minimum of 50 feet from the property line of a low or medium residential building, and
 2. Any associated live music or entertainment in association with an event is subject to the provisions of Section 34-191 "Noise" of the City of Burleson Code of Ordinances.

Prohibited Land Uses

The following uses are prohibited in all land use regulating districts within the Tallgrass PD.

- HUD-CODE manufactured home
- Manufactured home park
- Auto impoundment
- Asphalt/concrete batching (temporary)
- Cement or hydrated lime
- Wrecking or auto salvage yard

New Uses

The Tallgrass PD has included new uses as described below.

- **Accessory Dwelling Unit**

Accessory residential buildings on a lot, detached or attached to the primary residence, not counted toward the total unit count of this development. 50% of all residential units that are defined as Low Density or Medium Density in this document are permitted to have an accessory dwelling unit on a first come first serve basis. All applicable design guidelines and setbacks shall be met (or received variance) and one additional off street parking space must be provided.

- **Self-Storage (Indoor)**

A building used for the purpose of renting or leasing individual storage space for the purpose of storing household items, recreational equipment, and other similar type goods.

I. Development and Design Standards

General Requirements

Development and Design Standards for the property shall adhere to the standards described within this section of the PD.

Overall Density

In no case shall the total residential units exceed 4,000, excluding accessory dwelling units, for all zoning district areas combined.

Overall Density	
Maximum Units	4,000 units
Acres	621 ac
Dwelling Units per Acre	6.4 units/ac

Density by Zoning District

Density of residential uses is regulated by building scale and zoning district. A breakdown of maximum units by scale and zoning district is included in the table below.

	NMU	CMU(M)	CMU(H)	Total
Low Density	1,500	750	0	2,000
Medium Density	750	500	250	1,000
High Density	0	750	1,750	2,000
Total Number of Units	2,000	1,000	2,000	4,000

Note: Aggregate numbers purposely exceed the total in the far column to allow for flexibility between housing types and location.

Development Scale

Scale or intensity of development is defined and classified by building type in conformance with the building scale table below.

Building Types	Low Density	Med Density	High Density
Single-Family - Estate	■		
Single-Family Detached (Front Loaded)	■		
Single-Family, Small Lot Detached (Front Loaded)	■		
Single-Family Detached (Rear Loaded)		■	
Single-Family, Courtyard-Style Detached (Rear Loaded)		■	
Single-Family Attached (Rear Loaded)		■	
Multi-Unit Home		■	
Courtyard Homes		■	
Multiple-Family			■
Mixed-Use Building			■

Commercial Development

As part of the master planned community, commercial is a key land use that provides opportunities for employment, regional and local retail needs, and destination/entertainment services. Commercial services generally include office, regional retail, local retail, office, entertainment, and other applicable commercial services.

Commercial	
Commercial Square Feet (max. gross sf)	1,000,000

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Low Density

Single-Family, Estate

The single-family, estate buildings refer to standalone residential structures, on separate lots designed to accommodate a single household and providing privacy to residents with larger lots and vehicular access from the front of the lot.



Images are intended to generally illustrate the scale and style of buildings that fit the single-family, estate housing type.

Lot Standards

A1	Lot Size (min)	6,000 sf
A2	Lot Width (min)	60 ft
A3	Lot Depth (min)	100 ft
A4	Impervious Cover (max)	75%

Setbacks

B1	Front Yard	10 ft
B2	Front and Side Yard Garage - Entry Facing Street (min)	20 ft
B3	Side Yard (min)	5 ft
B4	Rear Yard (min)	10 ft

All garages that are not alley loaded shall have a minimum 20' driveway

Building Standards

Building Height (max)	35 ft or 2-stories
Units per Building (max)	1
One Accessory Dwelling Unit Permitted per Lot	

Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 5' into required front and rear yards.

Landscaping Standards

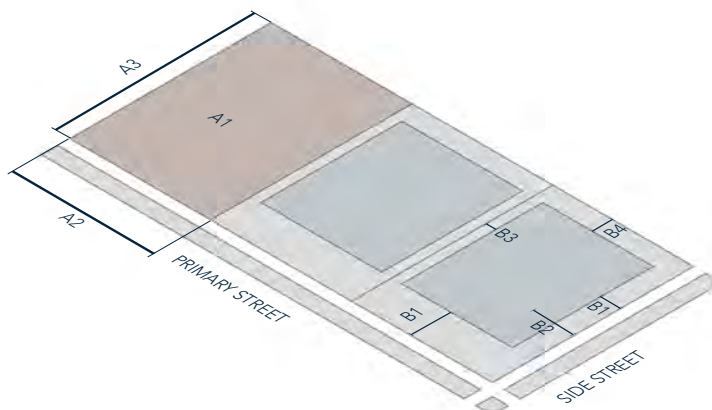
Landscape Area (min)	5% of lot area*
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*Only lots less than 8,000 sf.

Parking Standards

Parking Spaces per Unit	2 spaces
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On street parking will count toward parking requirements



Low Density

Single-Family, Detached (Front Loaded)

The single-family, detached - front loaded buildings refer to standalone residential structures, on separate lots, designed to accommodate a single household and providing privacy to residents with vehicular access from the front of the lot.



Images are intended to generally illustrate the scale and variety of buildings that fit the single-family, detached housing type.

Lot Standards

A1	Lot Size (min)	4,000 sf
A2	Lot Width (min)	50 ft
A3	Lot Depth (min)	80 ft
A4	Impervious Cover (max)	75%

Setbacks

B1	Front Yard - Primary Street (min)	10 ft
B2	Front Yard - Side Street (min)	7.5 ft
B3	Front and Side Yard Garage - Entry Facing Street (min)	20 ft
B4	Side Yard (min)	5 ft
B5	Rear Yard (min)	10 ft

All garages that are not alley loaded shall have a minimum 20' driveway

Building Standards

Building Height (max)	35 ft or 2-stories
Units per Building (max)	1

One Accessory Dwelling Unit Permitted per Lot

Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 5' into required front and rear yards.

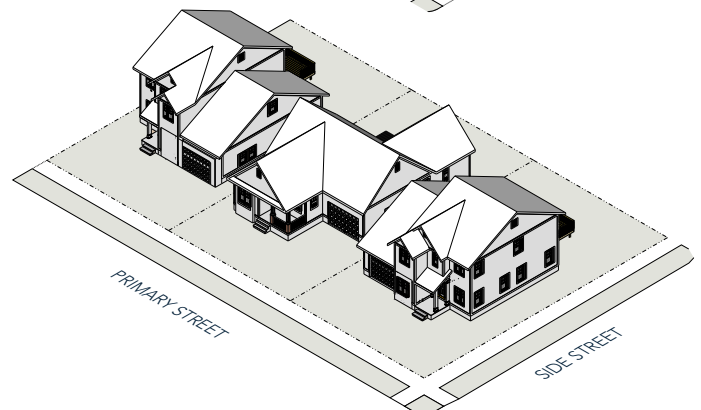
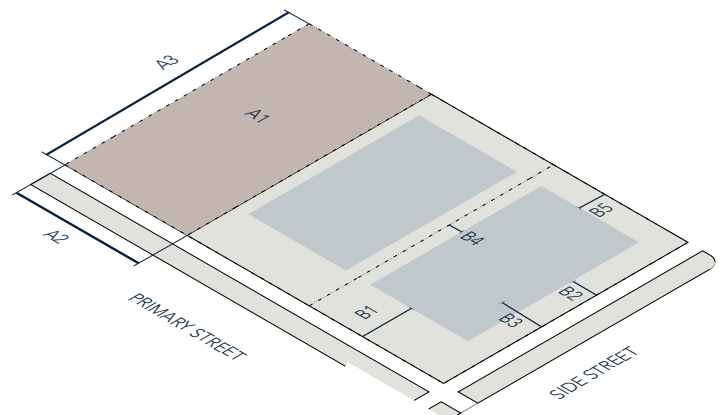
Landscaping Standards

Landscape Area (min)	5% of lot area
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Parking Standards

Parking Spaces per Unit	2 spaces
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On street parking will count toward parking requirements



Low Density

Single-Family, Small-Lot, Detached (Front Loaded)

The single-family, small lot, detached - front loaded buildings refer to standalone residential structures, on separate lots designed to accommodate a single household and providing privacy to residents with vehicular access from the front of the lot.



Images are intended to generally illustrate the scale and style of buildings that fit the single-family, detached housing type.

Lot Standards

A1	Lot Size (min)	3,200 sf
A2	Lot Width (min)	40 ft
A3	Lot Depth (min)	80 ft
A4	Impervious Cover (max)	80%

Setbacks

B1	Front Yard - Primary Street (min)	10 ft*
B2	Front Yard - Side Street (min)	7.5 ft
B3	Front and Side Yard Garage - Entry Facing Street (min)	20 ft
B4	Side Yard (min)	5 ft
B5	Rear Yard (min)	10 ft

All garages that are not alley loaded shall have a minimum 20' driveway

Building Standards

Building Height (max)	35 ft or 2-stories
Units per Building (max)	1
One Accessory Dwelling Unit Permitted per Lot	

Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 5' into required front and rear yards.

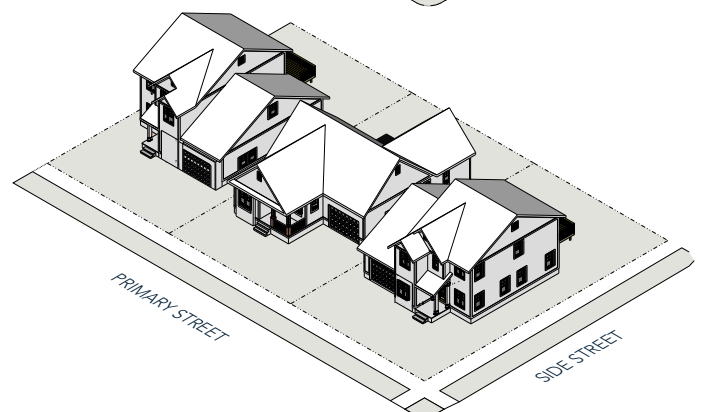
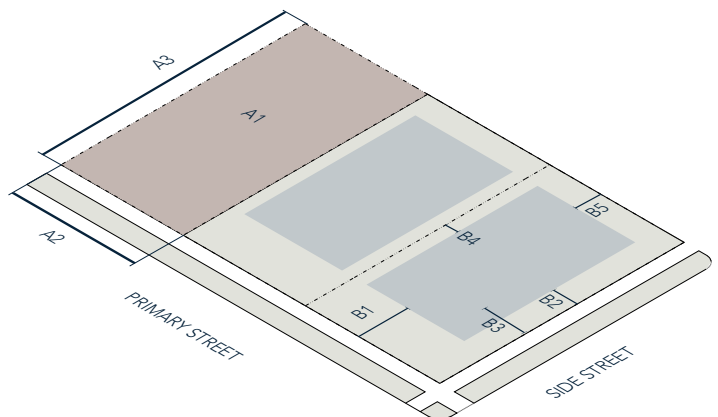
Landscaping Standards

Landscape Area (min)	5% of lot area
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Parking Standards

Parking Spaces per Unit	2 spaces
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On street parking will count toward parking requirements



Medium Density

Single-Family, Detached (Rear Loaded)

The single-family, detached, rear loaded buildings refer to standalone residential structures, on separate lots, accommodating a single household, and providing privacy to residents. Single-family homes are rear loaded with garages. Addresses for the purposes of 911 emergency response may be provided from either public or private street/easement, alleyway, or park space abutting the residential lot.



Images are intended to generally illustrate the scale and style of buildings that fit the single-family, detached (rear loaded) housing type.

Lot Standards

A1	Lot Size (min)	2,500 sf
A2	Lot Width (min)	30 ft
A3	Lot Depth (min)	85 ft
A4	Impervious Cover (max)	85%

Setbacks

B1	Front Yard - Primary Street (min)	5 ft
B2	Front Yard - Side Street (min)	7.5 ft
B3	Side Yard (min)	5 ft
B4	Rear Yard (min)	5 ft

Building Standards

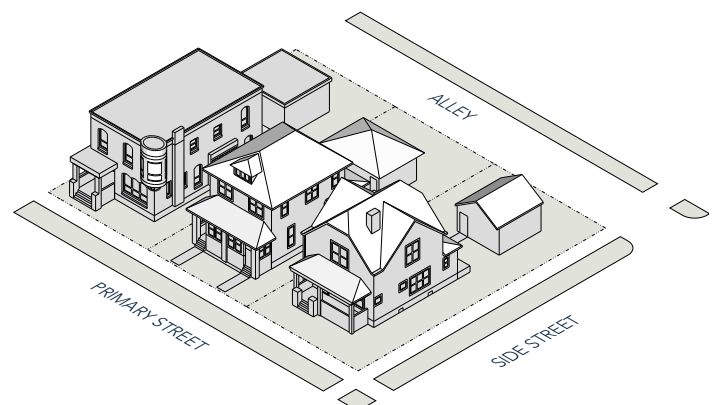
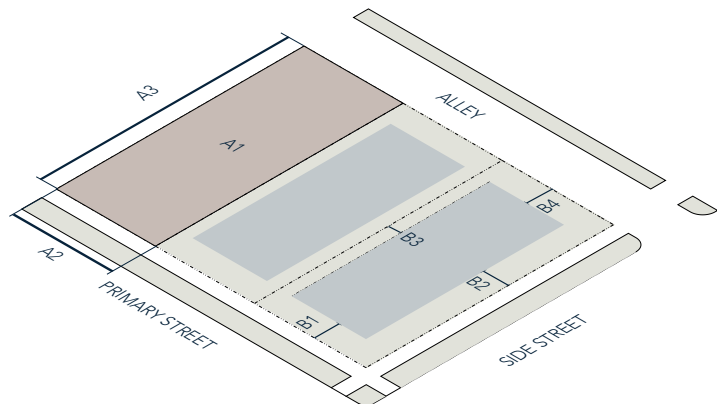
Building Height (max)	35 ft or 2-stories
Units per Building (max)	1
Accessory Dwelling Unit Permitted on any lot over 3,000 sf	

Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 30" into required front and rear yards.

Parking Standards

Parking Spaces per Unit	2 spaces
On street parking will count toward parking requirements	



Medium Density

Single-Family Courtyard-Style, Detached (Rear Loaded)

The single-family, courtyard-style, detached - rear loaded building type refer to standalone residential structures, on separate lots, designed to accommodate a single household and provide privacy with rear loaded garages. Addresses for the purposes of 911 emergency response may be provided from either public or private street/easement, alleyway, or park space abutting the residential lot.



Images are intended to generally illustrate the scale and style of buildings that fit the single-family courtyard-style, detached (rear loaded) housing type.

Lot Standards

A1	Lot Size (min)	1,600 sf
A2	Lot Width (min)	26 ft
A3	Lot Depth (min)	60 ft
A4	Impervious Cover (max)	85%

Setbacks

B1	Front Yard - Primary Street (min)	5 ft
B2	Front Yard - Side Street (min)	5 ft
B3	Side Yard - Interior (min)	5 ft
B4	Side Yard - Interior Zero (min)	0 ft*
B5	Rear Yard (min)	5 ft

*Allowed on one side of structure if fire code requirements have been met.

Building Standards

Building Height (max)	40 ft or 3-stories
Units per Building (max)	1

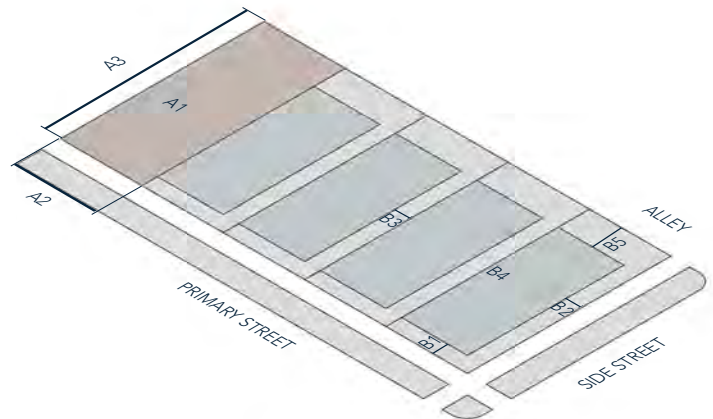
Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 30" into required front and rear yards.

Parking Standards

Parking Spaces per Unit	2 spaces
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On street parking will count toward parking requirements



Medium Density

Single-Family, Attached (Rear Loaded)

The single-family, attached - rear loaded building type refer to residential units sharing common walls with neighboring units. They have individual entries and are rear loaded with garages. Addresses for the purposes of 911 emergency response may be provided from either public or private street/easement, alleyway, or park space abutting the residential lot.



Images are intended to generally illustrate the scale and style of buildings that fit the single-family, attached housing type.

Lot Standards

A1	Lot Size (min)	975 sf
A2	Lot Width (min)	15 ft
A3	Lot Depth (min)	65 ft
A4	Impervious Cover (max)	90%

Setbacks

B1	Front Yard - Primary Street (min)	5 ft
B2	Front Yard - Side Street (min)	5 ft
B3	Side Yard - Interior (min)	5 ft
B4	Side Yard - Interior Zero (min)	0 ft
B5	Rear Yard (min)	5 ft

Building Standards

Building Height (max)	40 ft or 3-stories
Units per Building (max)	8

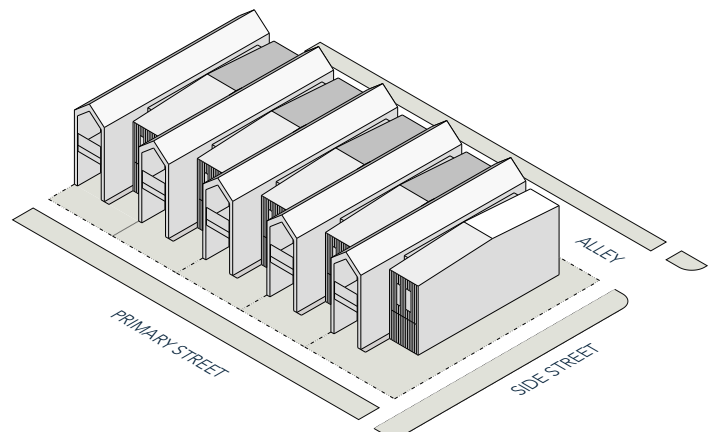
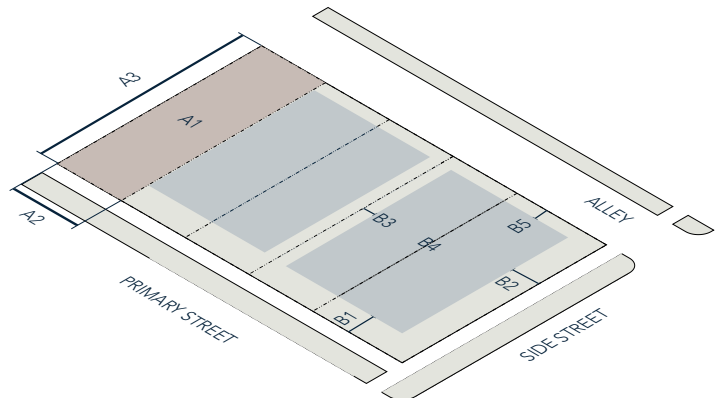
Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 30" into required front and rear yards.

Parking Standards

Parking Spaces per Unit	2 spaces
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On street parking will count toward parking requirements



Medium Density

Multi-Unit Home

The multi-unit home is located on a single, standard lot and block arrangement, appearing from the front as a large home, permitted to include up to 8 units. Multi-unit homes are rear loaded, allowing for a street-facing facade with landscaping or front porches. Units may be built on one lot and offered for-sale as part of a condominium regime or as a for rent product. 911 addresses may be provided from either public or private street/easement, alleyway, or park space abutting the residential lot.



Images are intended to generally illustrate the scale and style of buildings that fit the multi-unit home housing type.

Lot Standards

A1	Lot Size (min)	6,400 sf
A2	Lot Width (min)	80 ft
A3	Lot Depth (min)	80 ft
A4	Impervious Cover (max)	85%

Setbacks

B1	Front Yard - Primary Street (min)	5 ft
B2	Front Yard - Side Street (min)	7.5 ft
B3	Side Yard (min)	5 ft
B4	Rear Yard (min)	5 ft

Building Standards

Building Height (max)	40 ft or 3-stories
Units per Building (max)	8

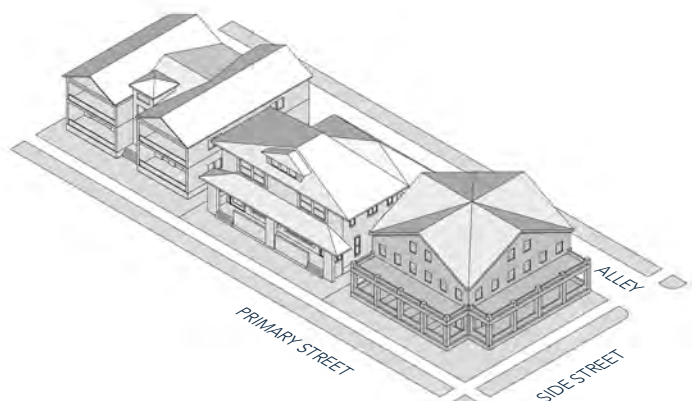
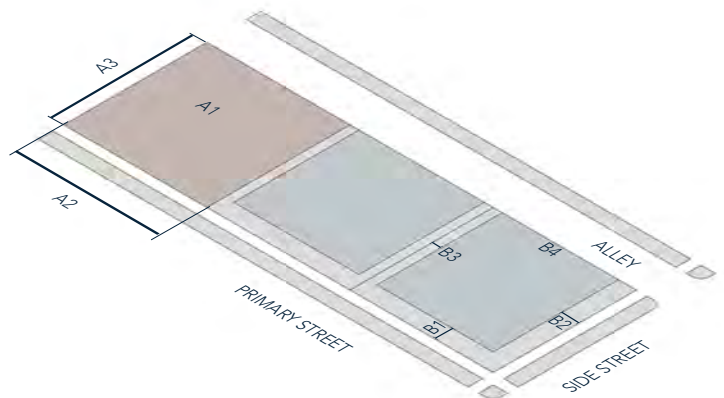
Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 30" into required front and rear yards.

Parking Standards

Parking Spaces per Unit	1.5 spaces for 1 bedroom units 2 spaces for all other units
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On street parking will count toward parking requirements



Medium Density

Courtyard Housing

Courtyard Housing consists of a maximum of 10 detached or attached units situated around a common courtyard, park, or auto court. The units may be built on one lot and offered for-sale as part of a condominium regime, for rent, or individually platted lots with access to a public street through an access easement. 911 addresses may be provided from either public or private street, alleyway, or park space abutting the residential lot.



Images are intended to generally illustrate the scale and style of buildings that fit the courtyard housing type.

Lot Standards

A1	Lot Size (min)	10,000 sf
A2	Lot Width (min)	100 ft
A3	Lot Depth (min)	100 ft
A4	Impervious Cover (max)	70%

Setbacks

B1	Front Yard - Primary Street (min)	5 ft
B2	Front Yard - Side Street (min)	7.5 ft
B3	Side Yard (min)	5 ft
B4	Rear Yard (min)	5 ft
B5	Distance Between Buildings (min)	6 ft*
	Courtyard Width Between Primary Building Face (min)	15 ft

*Allowed on one side of structure if fire code requirements have been met.

Building Standards

Building Height (max)	35 ft or 2-stories
Units per Building (max)	10

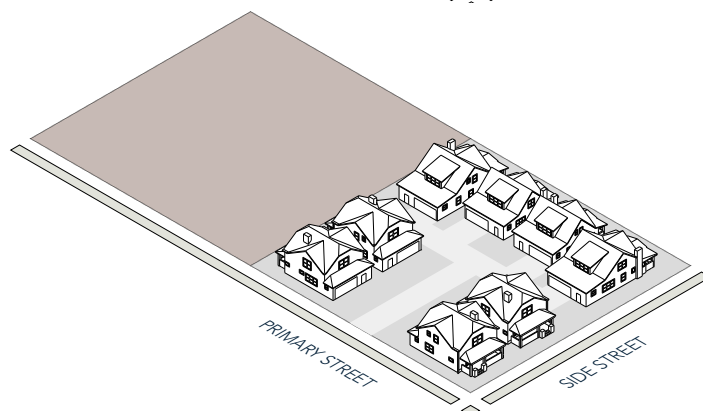
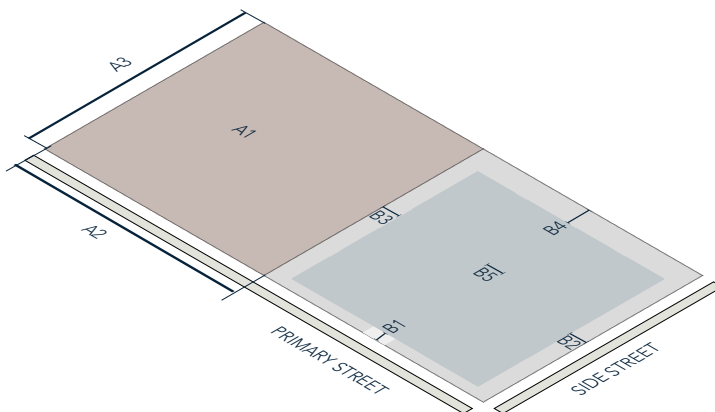
Encroachments

Stairs, bay windows, and porches are permitted to encroach up to 30" into required front and rear yards.

Parking Standards

Parking Spaces per Unit	2 spaces
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On street parking will count toward parking requirements



High Density

Multiple Family

Multiple Family buildings refer to multi-unit residential structures, typically within dense, urban walkable-oriented environments. These buildings prioritize efficient land use and offer a variety of ownership types, from apartments to condominiums, within a single structure.



Images are intended to generally illustrate the scale and style of buildings that fit the multiple family type.

Lot Standards

A1	Lot Size (min)	2 ac
A2	Lot Width (min)	100 ft
A3	Impervious Cover (max)	90%

Setbacks

B1	Front Yard - Residential Use (min)	10 ft
B2	Front Yard - Amenity Use (min)	0 ft
B3	Side Yard (min)	5 ft
B4	Rear Yard (min)	5 ft

Building Standards

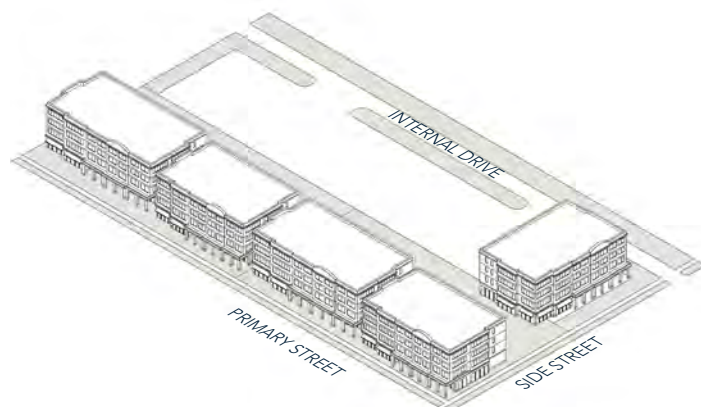
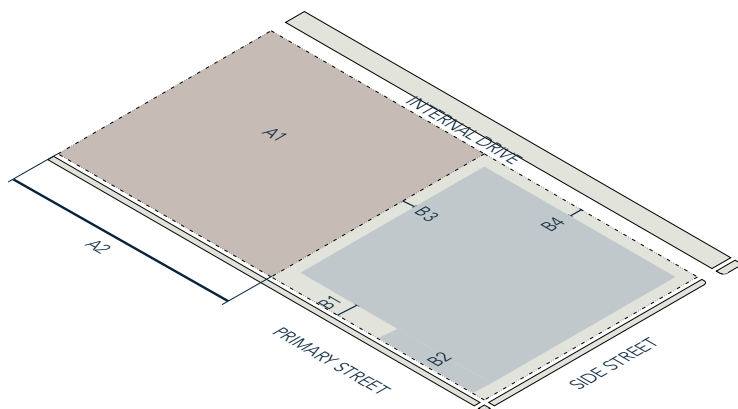
Building Height (max)	65 ft
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Parking Standards

Parking Spaces per Unit	1.5 per 1-bedroom unit
	2 per 2-bedroom unit
	2.5 per 3-bedroom unit
Visitor Parking Spaces	+5% of total spaces for visitor use
On street parking will count toward parking requirements	

Landscaping Standards

Landscape Area (min)	5% of gross site area
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High Density

Mixed-Use Residential

Mixed-use buildings refer to structures that combine residential and commercial uses, typically with retail or office spaces on the ground floor and residential units above. Designed to promote walkability and urban vitality, these buildings provide both housing and services in a single location.



Images are intended to generally illustrate the scale and style of buildings that fit the mixed-use residential housing type.

Lot Standards

A1	Lot Size (min)	2 ac
A2	Lot Width (min)	50 ft
A4	Impervious Cover (max)	80%

Setbacks

B1	Front Yard - Residential Use (min)	10 ft
B2	Front Yard - Amenity or Commercial Use (min)	0 ft
B3	Side Yard (min)	0 ft
B4	Rear Yard (min)	0 ft

Building Standards

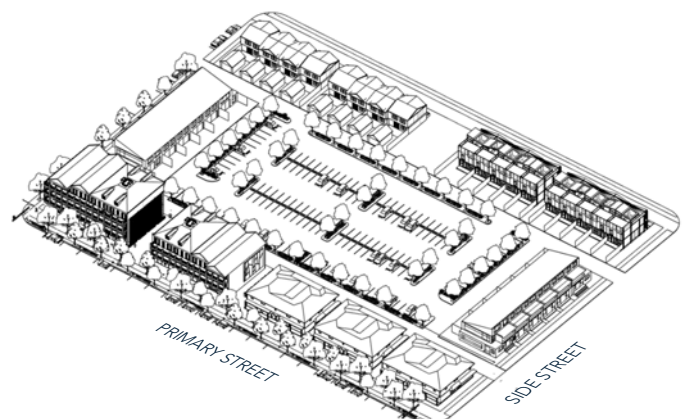
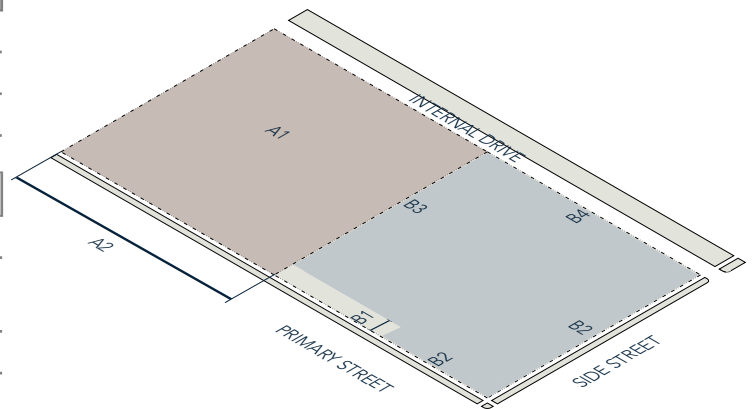
Building Height (max)	65 ft
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Parking Standards

Parking Spaces per Unit	1.5 per 1-bedroom unit
	2 per 2-bedroom unit
	2.5 per 3-bedroom unit
Visitor Parking Spaces	+5% of total spaces for visitor use
Off street parking requirements for any commercial use may be shared with others, subject to a coordinated parking plan.	
On street parking will count toward parking requirements	

Landscaping Standards

Landscape Area (min)	5% of gross site area
----------------------	-----------------------



Commercial

Retail

Retail buildings refer to structures designed primarily for business and retail purposes, accommodating a range of commercial activities such as shops, offices, or services.



Images are intended to generally illustrate the scale and style of buildings that fit the retail uses.

Lot Standards

A1	Lot Size (min)	0.5 ac
A2	Lot Width (min)	50 ft
A3	Impervious Cover (max)	80%

Setback & Buffer Standards

B1	Front Yard (min)	0 ft
B2	Front Yard - Side Street (min)	0 ft
B3	Side Yard (min)	0 ft
B4	Rear Yard (min)	0 ft
B5	Required Buffer - Low and Medium Density Housing	15 ft

Building Standards

Building Height (max)	65 ft
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Parking Standards

Off street parking requirements for non-residential uses shall be provided in accordance with Chapter 134 of the City of Burleson Code of Ordinances.

Off street parking requirements for any commercial use may be shared with others, subject to a coordinated parking plan.

On street parking will count toward parking requirements

Landscaping Standards

Landscape Area (min)	5% of gross site area
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Commercial

Office

Office buildings refer to structures designed to accommodate one or multiple businesses or organizations for professional purposes and accompanying uses such as, storefronts, cafes, or other commercial uses.



Images are intended to generally illustrate the scale and style of buildings that fit the office uses.

Lot Standards

A1	Lot Size (min)	2 ac
A2	Lot Width (min)	50 ft
A4	Impervious Cover (max)	80%

Setbacks

B1	Front Yard - Primary Street (min)	0 ft
B2	Front Yard - Side Street (min)	0 ft
B3	Side Yard (min)	0 ft
B4	Rear Yard (min)	0 ft

Building Standards

Building Height (max)	80 ft*
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*Max height can be up to 120' with approval by City Council

Parking Standards

Off street parking requirements for non-residential uses shall be provided in accordance with Chapter 134 of the City of Burleson Code of Ordinances.

Off street parking requirements for any commercial use may be shared with others, subject to a coordinated parking plan.

On street parking will count toward parking requirements

Landscaping Standards

Landscape Area (min)	5% of gross site area
----------------------	-----------------------





J. Street Layout

The Tallgrass development will feature an interconnected network that integrates with the regional road system described in Figure 4: Circulation Diagram, which depicts the new FM 1902 alignment being designed by TxDOT and the City of Burleson. Various street sections have been designed to reflect the unique characteristics of the neighborhood and support multiple modes of transportation, including bicycles and pedestrians, through a trail and sidewalk connectivity network.

The road network within Tallgrass will utilize several traffic calming measures, including curving alignments, bulb-outs, mid-block crossings, medians, speed bumps, raised intersections, and traffic roundabouts. As development occurs, additional street sections may be considered. Any new street section shall include the same elements of travel lanes, sidewalks or shared use paths, medians (only as applicable), and parallel parking (only as applicable), related to the requirement of Major, Local, and Access streets identified in this PD. Dimensions of these elements shall not be increased in size, unless mutually agreed to by the developer and City of Burleson.

All on-street parking provided shall be counted toward the minimum parking requirements of the adjacent development.

In cases where the right-of-way is next to a park or open space, the required sidewalk may be constructed as part of the right-of-way or within the park, as appropriate.

For any street segment longer than 150 feet without an outlet, parking shall be restricted to one side of the street to allow fire trucks to turn around.

Street Hierarchy

The proposed street sections are inspired by the City of Burleson 2023 Mobility Plan (adopted) and has utilized traffic lane widths specifically identified in this Plan. The Tallgrass development is made up of a hierarchy of streets and pedestrian networks including;

Major Roads: Major Collectors and Easement Street

Local Roads: Minor Collectors and Neighborhood Streets

Access Roads: Alleys, Internal Drives, and Trails

The desired development seeks to have safe and comfortable environments for pedestrians, cyclists and automobiles. The goal of the Tallgrass development is to encourage the use of the trail and sidewalk connectivity network for pedestrians and bicyclists. Additionally, all local streets shall be designed to a minimum design speed of 20 mph horizontal geometry to allow bicyclists to share the street with vehicles.

All major streets shall be designed to a minimum of 25 mph horizontal geometry with shared use paths provided for bicyclists and other non-motorized rubber tire use.

Block Length

To encourage walkability and maximum connectivity of the various parks, open space, and natural drainage corridors within the proposed development, the length of a block can be defined by a variety of green space connections, in addition to public or private streets. Block length will follow the standards set forth in the City of Burleson Code of Ordinances, except in the Commercial Mixed Use - High District where the maximum block length will be 1,000 feet.

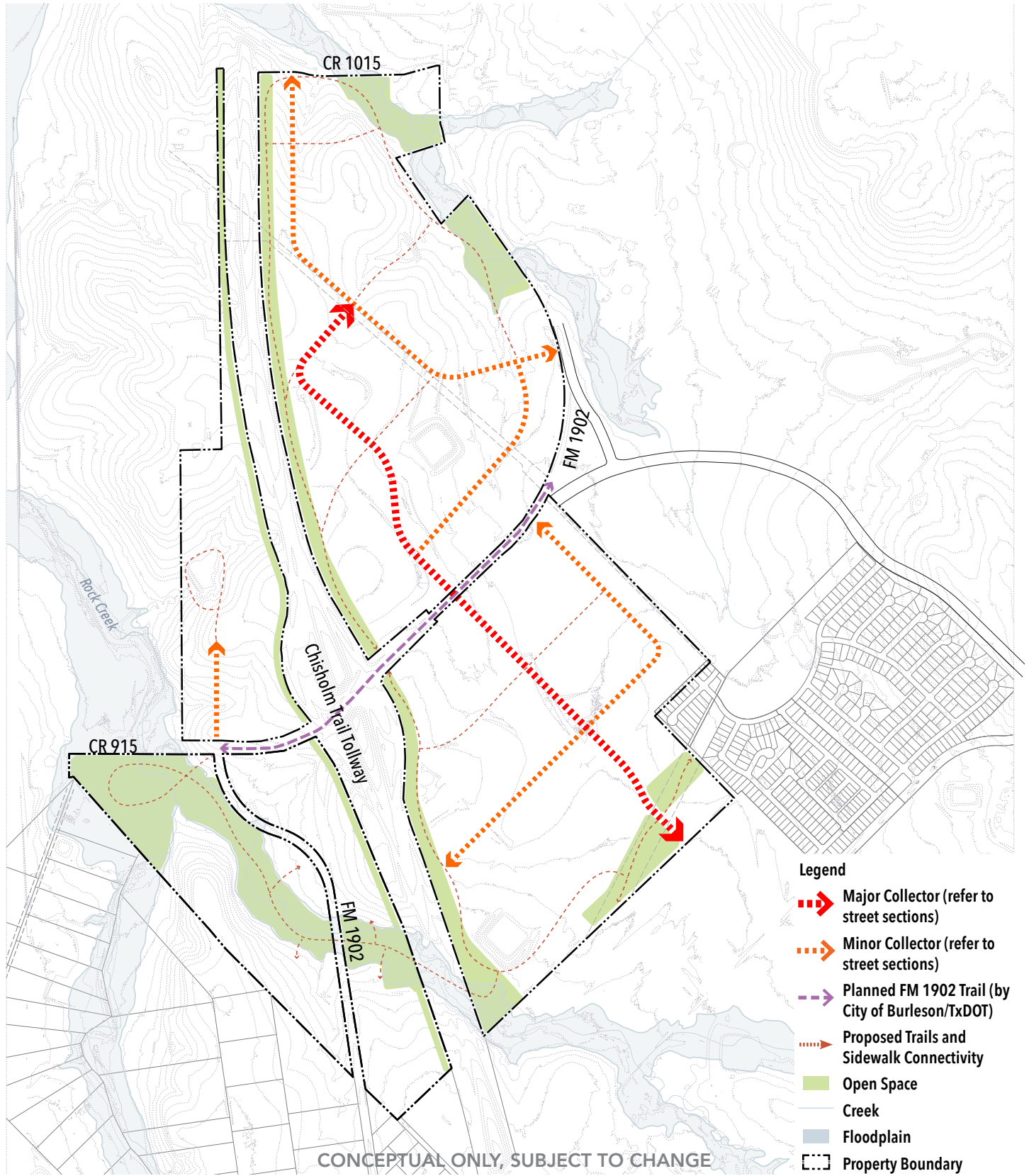


Figure 4: Circulation Diagram



Major Collector - 86'

Major collectors are strategically planned to serve as vital connections between various neighborhoods across the development. By linking the development to FM 1902, these streets will enhance circulation and improve accessibility, fostering a more integrated community.

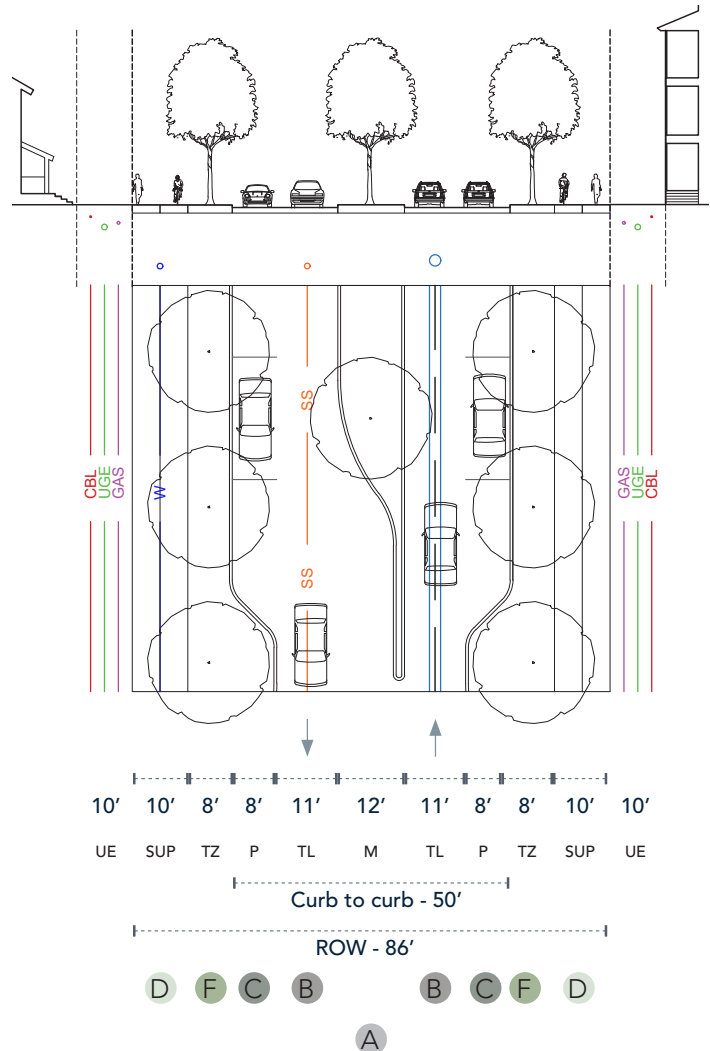
Major Collector Standards

A	Right-of-Way Width	86 ft
	Pavement Width	38 ft*
B	Travel Lanes	11 ft
C	Parallel Parking Lanes	8 ft
D	Shared Use Path	10 ft
E	Sidewalk	N/A
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- Utility Easement
- SS - Sanitary Sewer
- Storm Line
- W - Water Line

Major Collector - 92'

Major collectors are strategically planned to serve as vital connections between various neighborhoods across the development. By linking the development to FM 1902, these streets will enhance circulation and improve accessibility, fostering a more integrated community.

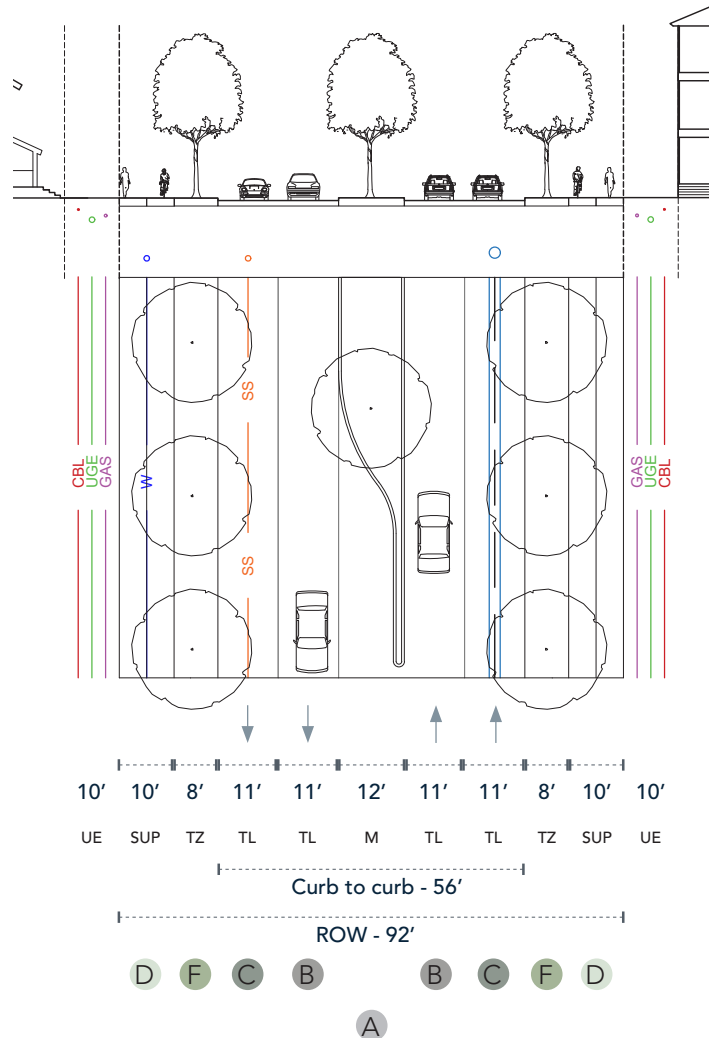
Major Collector Standards

A	Right-of-Way Width	92 ft
	Pavement Width	44 ft*
B	Travel Lanes	11 ft
C	Parallel Parking Lanes	N/A
D	Shared Use Path	10 ft
E	Sidewalk	N/A
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Legend

CBL - Communications	SS - Sanitary Sewer
UGE - Electric	Storm Line
GAS - Gas	W - Water Line

Easement Street

The Easement Street is designed to serve as an essential thoroughfare, facilitating both vehicular and pedestrian access across the development by following the path of the existing utility easement. This street will link various park spaces and recreational trails, ensuring connectivity and encouraging users to explore the area.

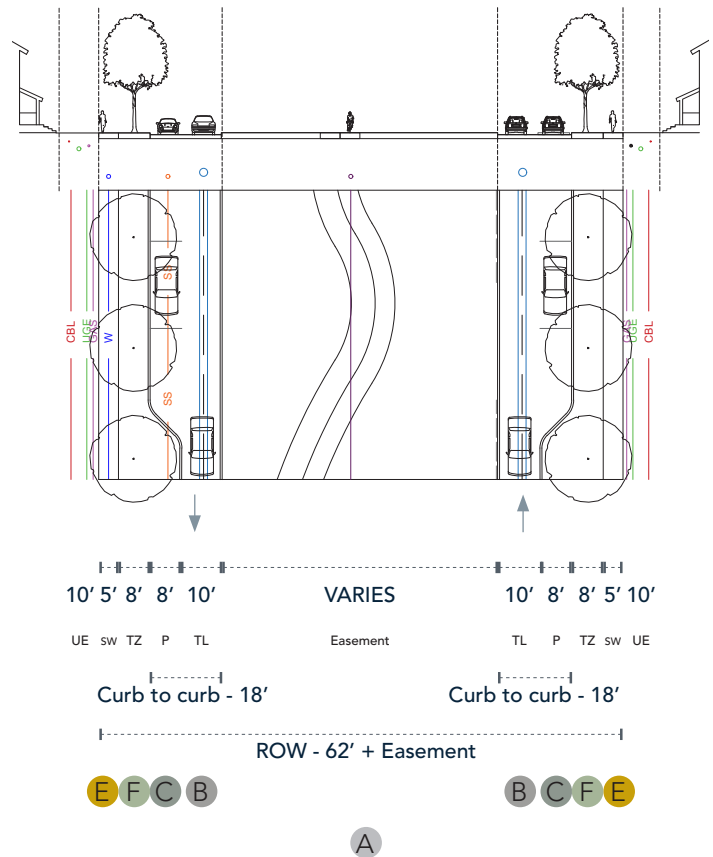
Easement Street Standards

A	Right-of-Way Width	62 ft + Easement (varies)
	Pavement Width	36 ft*
B	Travel Lanes	10 ft
C	Parallel Parking Lanes	8 ft
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Legend

— CBL - Communications	— SS - Sanitary Sewer
— UGE - Electric	— Storm Line
— GAS - Gas	— W - Water Line
— Utility Easement	

Minor Collector - 60'

Minor collectors are intended to serve as streets that connect commercial areas and residential neighborhoods throughout the development. These streets play an essential role in enhancing connectivity and fostering community interaction within the area.

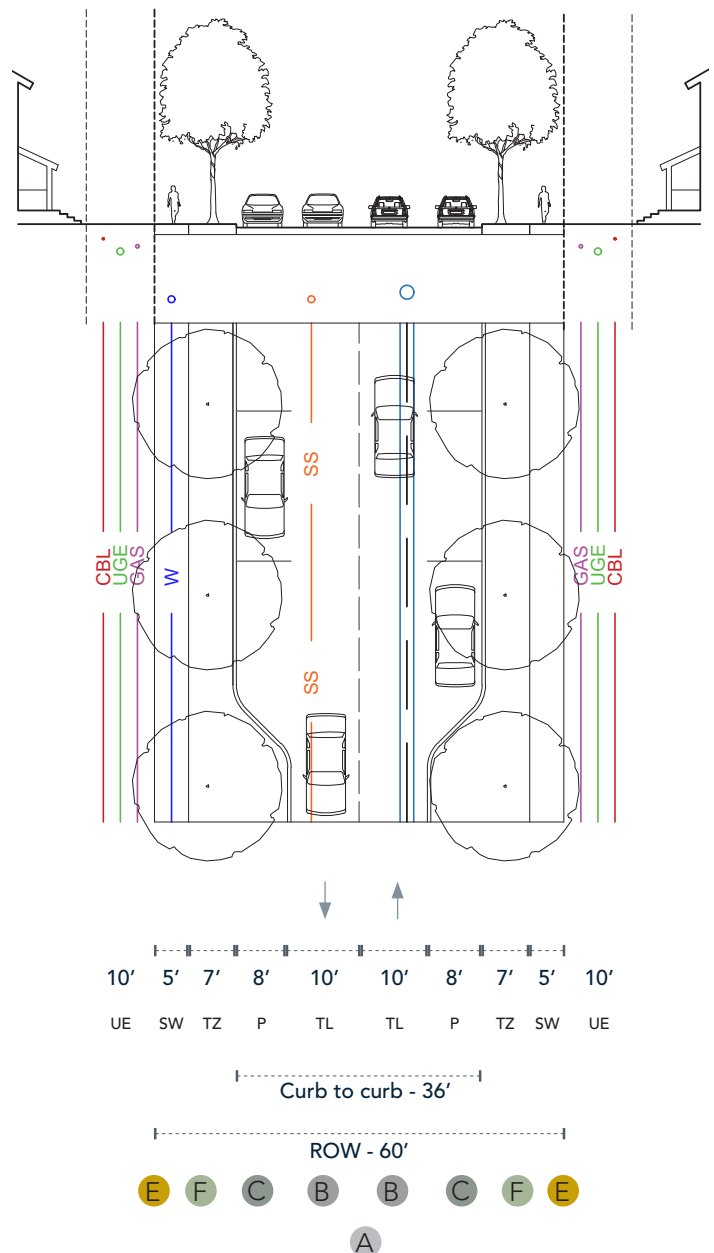
Minor Collector Standards

A	Right-of-Way Width	60 ft
	Pavement Width	36 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	7 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Minor Collector - 62'

Minor collectors are intended to serve as streets that connect commercial areas and residential neighborhoods throughout the development. These streets play an essential role in enhancing connectivity and fostering community interaction within the area.

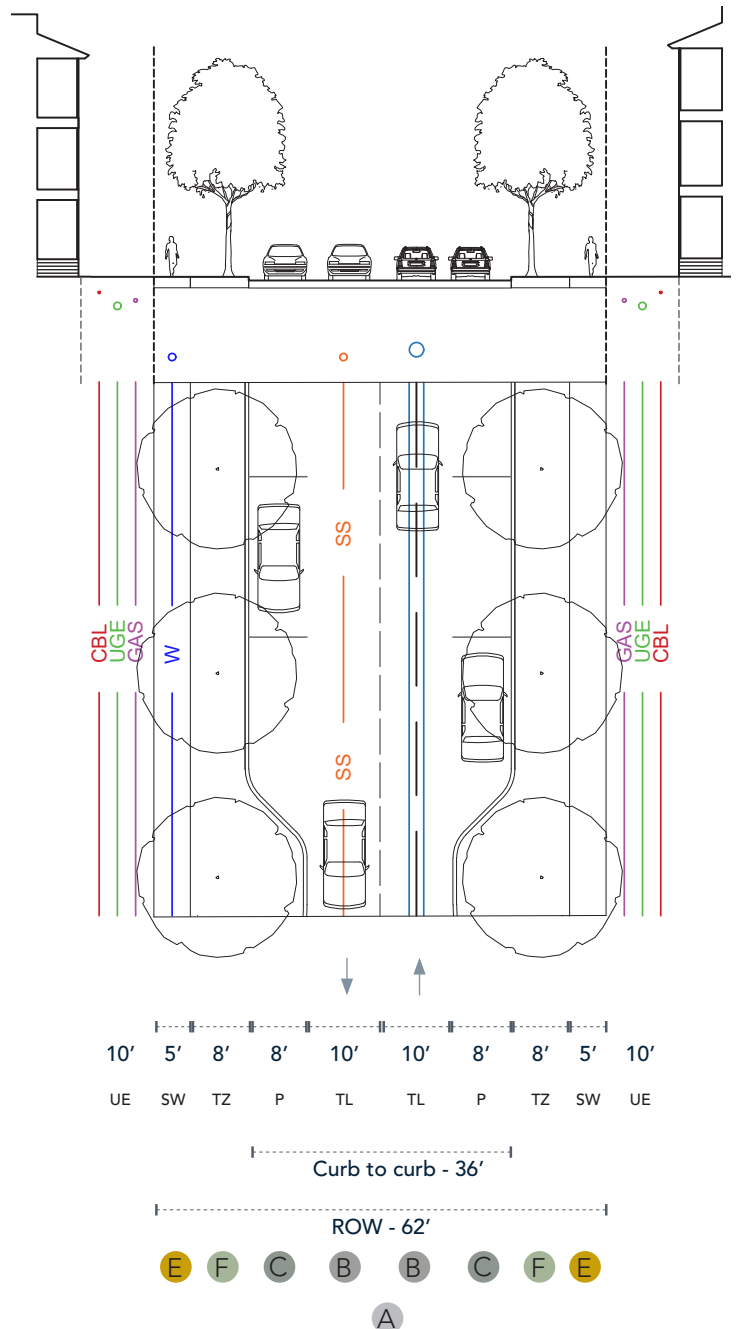
Minor Collector Standards

A	Right-of-Way Width	62 ft
	Pavement Width	36 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- SS - Sanitary Sewer
- Storm Line
- W - Water Line

Minor Collector - 65'

Minor collectors are intended to serve as streets that connect commercial areas and residential neighborhoods throughout the development. These streets play an essential role in enhancing connectivity and fostering community interaction within the area.

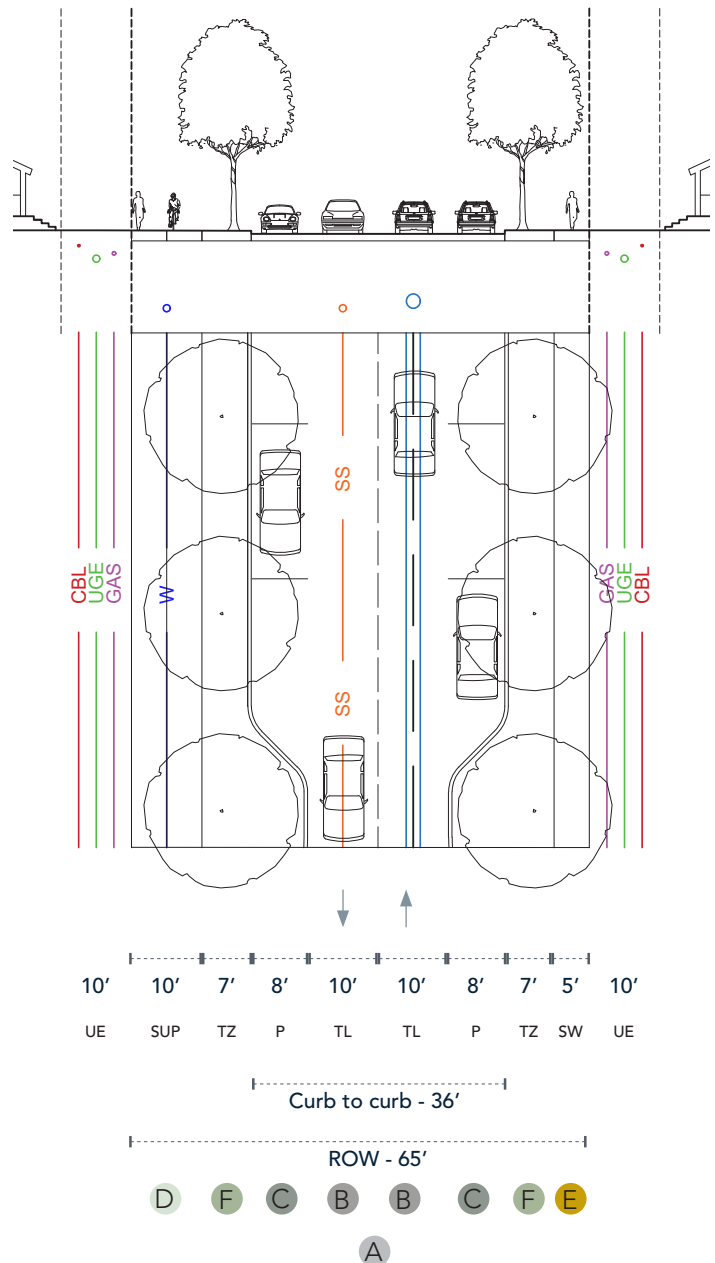
Minor Collector Standards

A	Right-of-Way Width	65 ft
	Pavement Width	36 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	10 ft
E	Sidewalk	5 ft
F	Tree Zone	7 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Legend

— CBL - Communications	— SS - Sanitary Sewer
— UGE - Electric	— Storm Line
— GAS - Gas	— W - Water Line

Minor Collector - 68'

Minor collectors are intended to serve as streets that connect commercial areas and residential neighborhoods throughout the development. These streets play an essential role in enhancing connectivity and fostering community interaction within the area.

Minor Collector Standards

A	Right-of-Way Width	68 ft
	Pavement Width	28 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	10 ft
E	Sidewalk	5 ft
F	Tree Zone	7 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

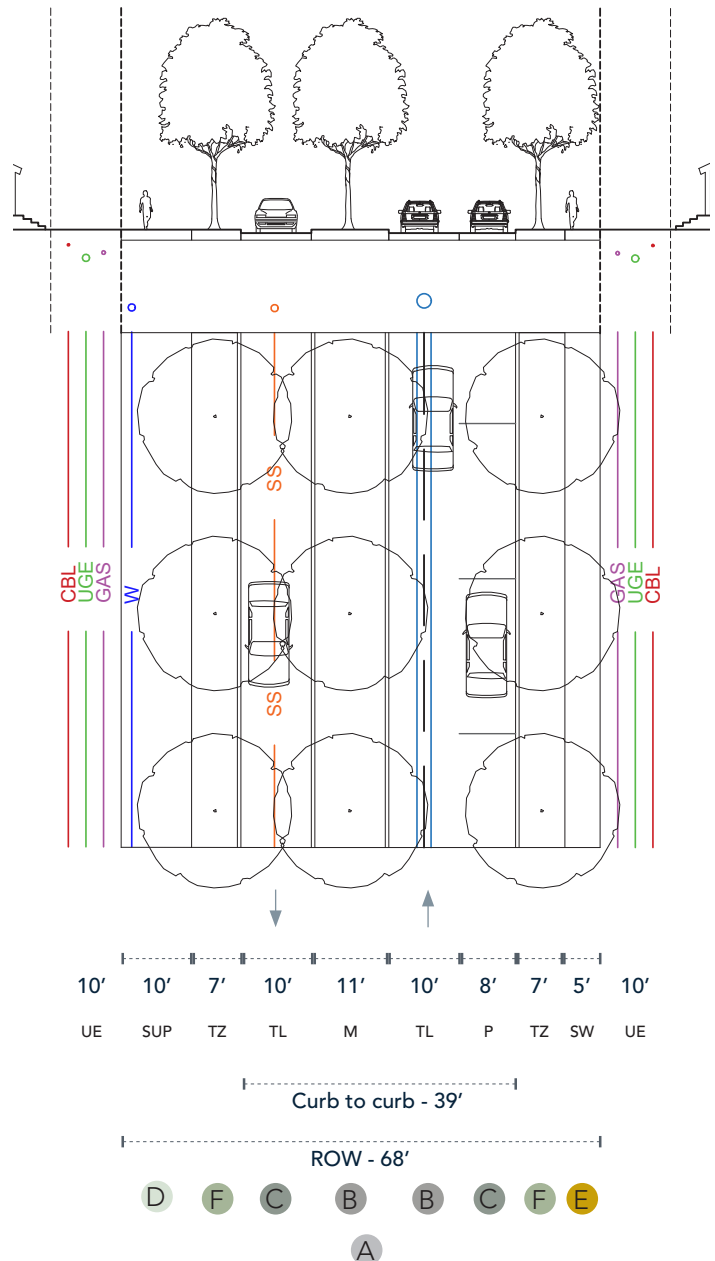
*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.

Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- SS - Sanitary Sewer
- Storm Line
- W - Water Line



Minor Collector - 74'

Minor collectors are intended to serve as streets that connect commercial areas and residential neighborhoods throughout the development. These streets play an essential role in enhancing connectivity and fostering community interaction within the area.

Minor Collector Standards

A	Right-of-Way Width	74 ft
	Pavement Width	36 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

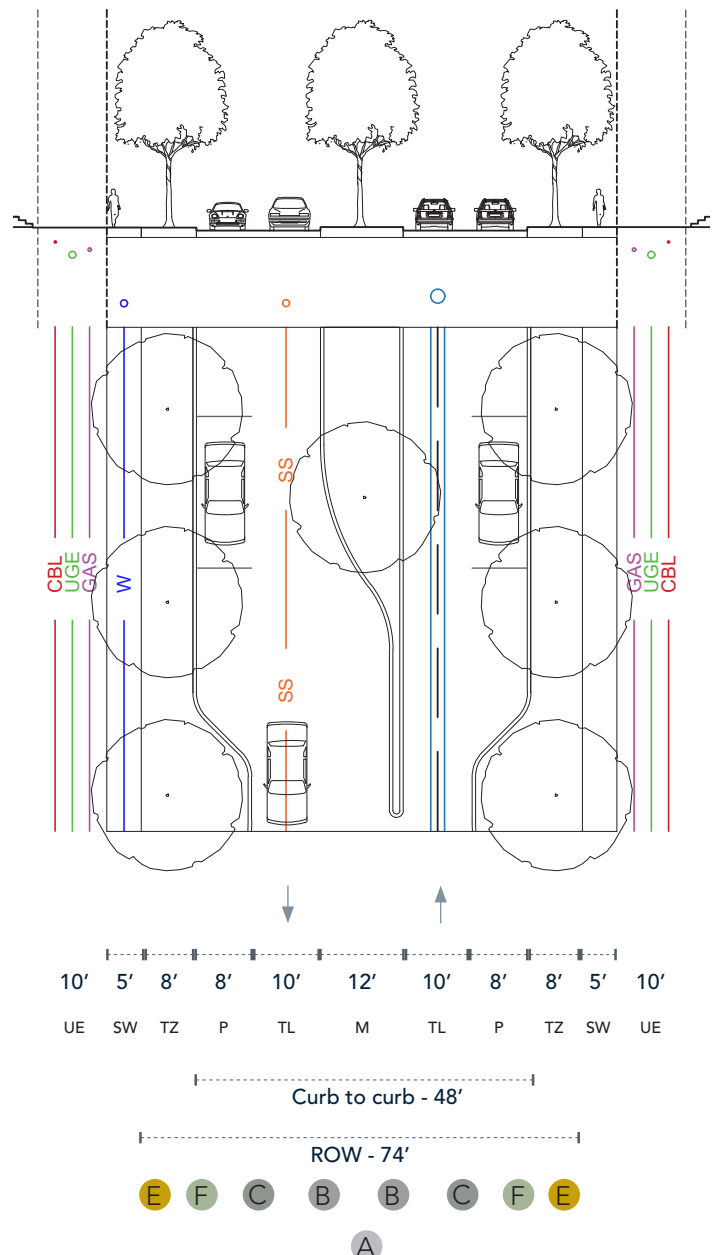
*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.

Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- SS - Sanitary Sewer
- Storm Line
- W - Water Line



Minor Collector - 78' Retail

Minor collectors are intended to serve as streets within the commercial areas of this development. They feature a large promenade for residents and visitors to stroll down or an area for business to add outdoor cafes. These streets play an essential role in the economic development of the area.

Minor Collector Standards

A	Right-of-Way Width	78 ft
	Pavement Width	38 ft*
B	Travel Lanes	11 ft
C	Parking Lanes	8 ft
D	Promenade	20 ft
E	Sidewalk	N/A
F	Tree Zone	Within the Promenade
	Tree Spacing	30-ft on center (where applicable)

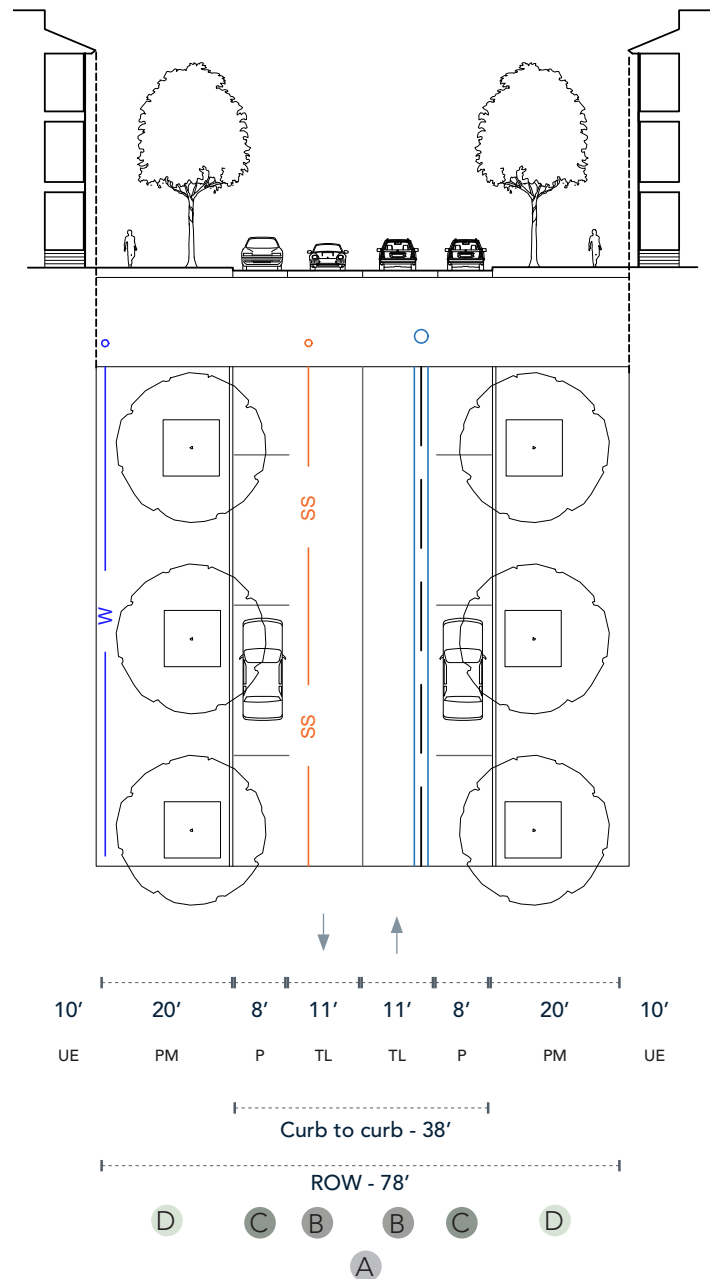
*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.

Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- SS - Sanitary Sewer
- Storm Line
- W - Water Line



Minor Collector - 78'

Minor collectors are intended to serve as streets that connect commercial areas and residential neighborhoods throughout the development. These streets play an essential role in enhancing connectivity and fostering community interaction within the area.

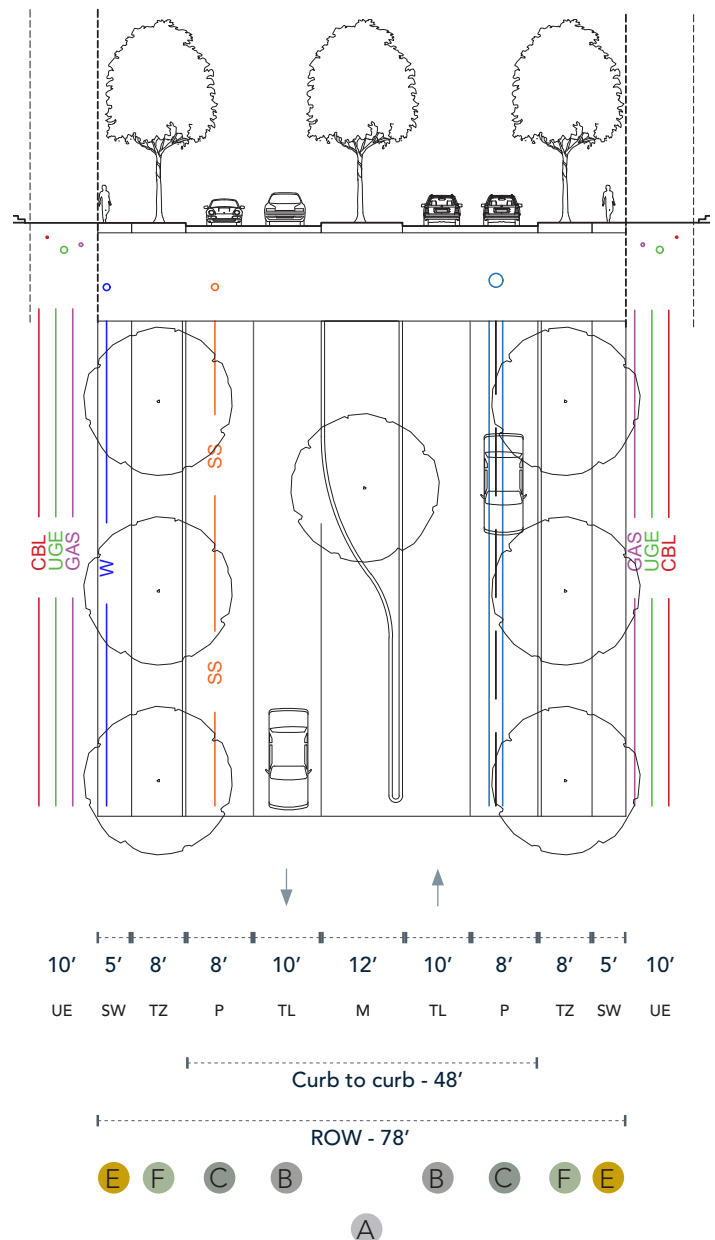
Minor Collector Standards

A	Right-of-Way Width	78 ft
	Pavement Width	36 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan. The easement will govern all applicable setbacks and encroachments.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.



Neighborhood Street - 50'

Neighborhood Streets serve as connectors within neighborhoods connecting residents to local centers like schools, parks, and amenities.

Neighborhood Street Standards

A	Right-of-Way Width	50 ft
	Pavement Width	28 ft*
B	Travel Lanes	28 ft (flex-yield parking)
C	Parking Lanes	N/A
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	6 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

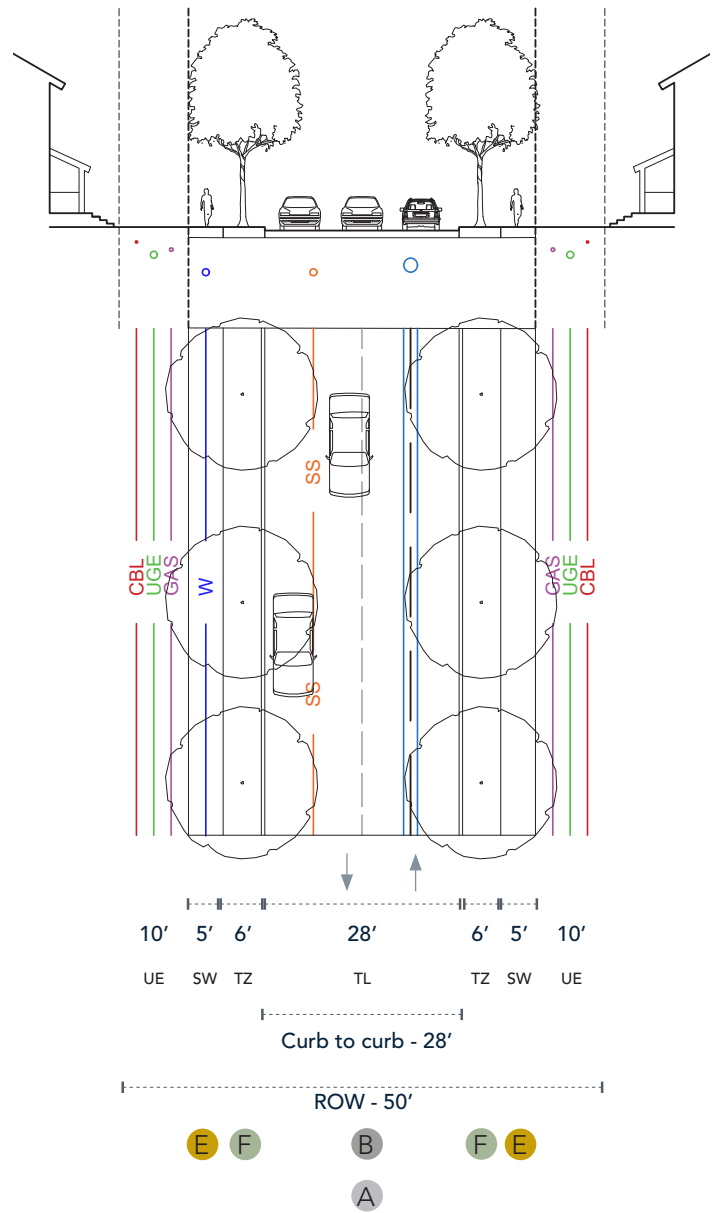
*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.

Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- SS - Sanitary Sewer
- Storm Line
- W - Water Line



Neighborhood Street - 54'

Neighborhood Streets serve as connectors within neighborhoods connecting residents to local centers like schools, parks, and amenities.

Neighborhood Street Standards

A	Right-of-Way Width	54 ft
	Pavement Width	28 ft*
B	Travel Lanes	10 ft
C	Parking Lanes	8 ft
D	Shared Use Path	N/A
E	Sidewalk	5 ft
F	Tree Zone	8 ft (measured from front of curb)
	Tree Spacing	30-ft on center (where applicable)

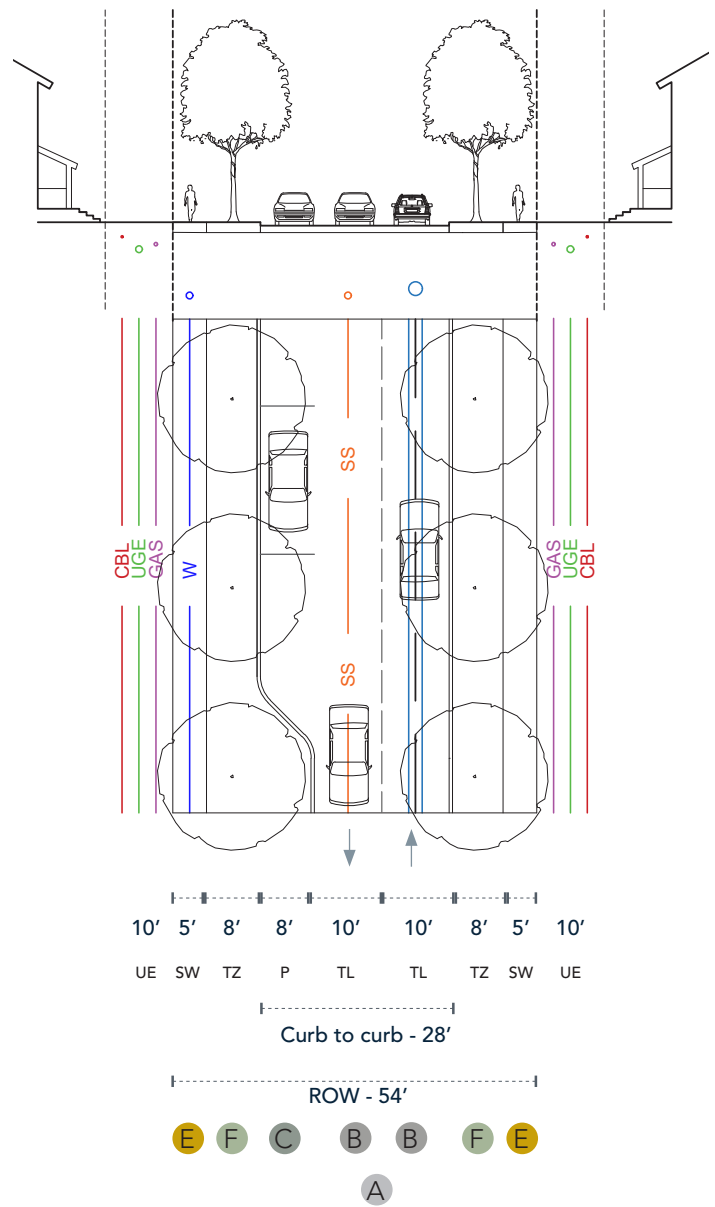
*Not including turning lane pocket.

General Notes

- Dry utilities shall be provided in alleys wherever possible. Therefore, 10' front yard utility easements are not required when alleys are present unless requested by utility provider.
- Where there is no access to an alley, a ten foot (10') dry utility easement shall be provided outside the ROW and inside property line. The easement will govern all applicable setbacks and encroachments.
- If a front yard is not feasible, a final location of the easements shall be determined at the time of plat or site plan.
- Water utilities will be provided under the sidewalk and storm and waste water will be provided under the travel lanes.

Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- SS - Sanitary Sewer
- Storm Line
- W - Water Line



Alleyway - 20'

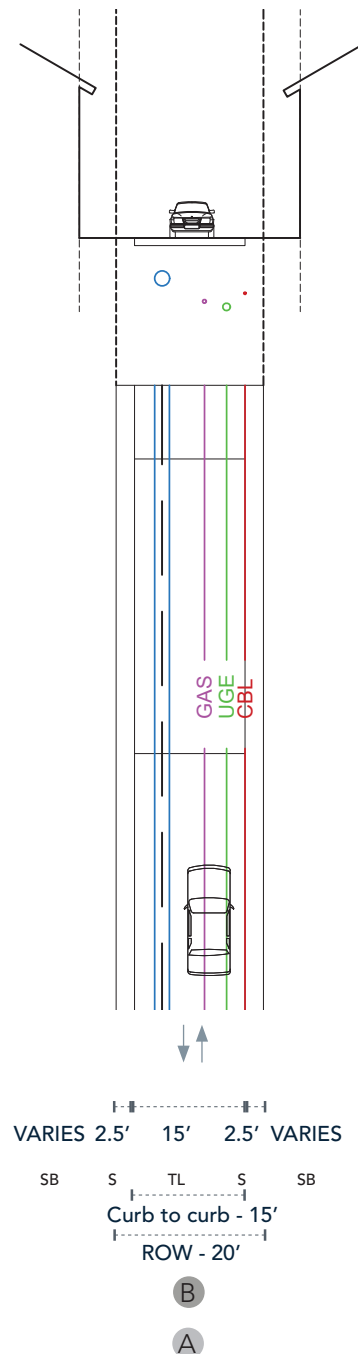
Alleyways provide easy and efficient access to rear loaded housing units and commercial uses, and maintain a clean and organized street front. By enabling this access, the design promotes a functional living environment while enhancing overall accessibility throughout the development.

Alleyway Standards

A	Right-of-Way/Easement Width	20 ft
	Pavement Width	15 ft
B	Travel Lanes	15 ft
C	Parking Lanes	Not Allowed
D	Shared Use Path	N/A
E	Sidewalk	N/A
F	Clear Zone	N/A
	Tree Spacing	N/A

General Notes

- Where alleys must be fire lanes, the ROW will be 25 feet with a 25 foot pavement section, and shall be striped and/or require additional signage.



Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- Storm Line

Alleyway - 30'

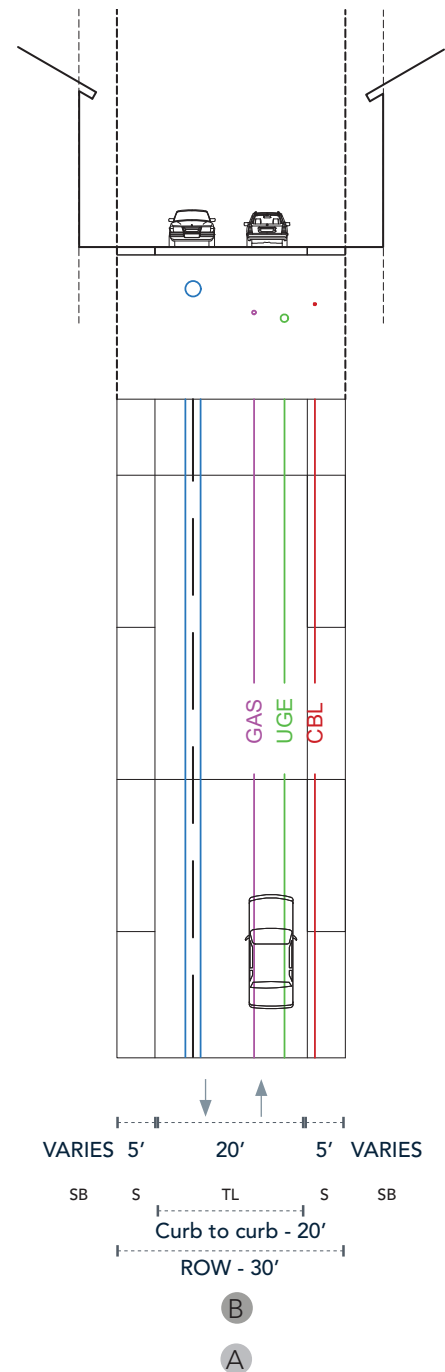
Alleyways provide easy and efficient access to rear loaded housing units and maintain a clean and organized street front. By enabling this access, the design promotes a functional living environment while enhancing overall accessibility throughout the development.

Alleyway Standards

A	Right-of-Way/Easement Width	30 ft
	Pavement Width	20 ft
B	Travel Lanes	20 ft
C	Parking Lanes	Not Allowed
D	Shared Use Path	N/A
E	Sidewalk	N/A
F	Clear Zone	N/A
	Tree Spacing	N/A

General Notes

- Where alleys must be fire lanes, the ROW will be 30 feet with a 25 foot pavement section, and shall be striped and/or require additional signage.



Legend

- CBL - Communications
- UGE - Electric
- GAS - Gas
- Storm Line

K. Enhanced Landscape, Fencing, and Buffer Requirements

Landscaping Standards

A general landscaping plan will be required with the development plan for each development section, with call-outs and descriptions for specific landscape components.

The objectives of the landscaping regulations listed below are in alignment with the goals of the City of Burleson. These objectives include:

- Screening undesirable views,
- Buffering pedestrian walkways from streets and buildings,
- Providing shade in public spaces and parking lots,
- Creating visual and noise buffers, and
- Improving the visual appearance of large areas of hard surfaces.

The following regulations will be required for all low and medium residential development.

- A minimum 50 percent (50%) of all required Landscape Area must be located in the front yard.
- Native and adaptive plant species or compatible species of drought-tolerant plants shall be used as much as possible to reduce water consumption.
- Landscaping shall be installed prior to final inspection approval for any dwelling unit.



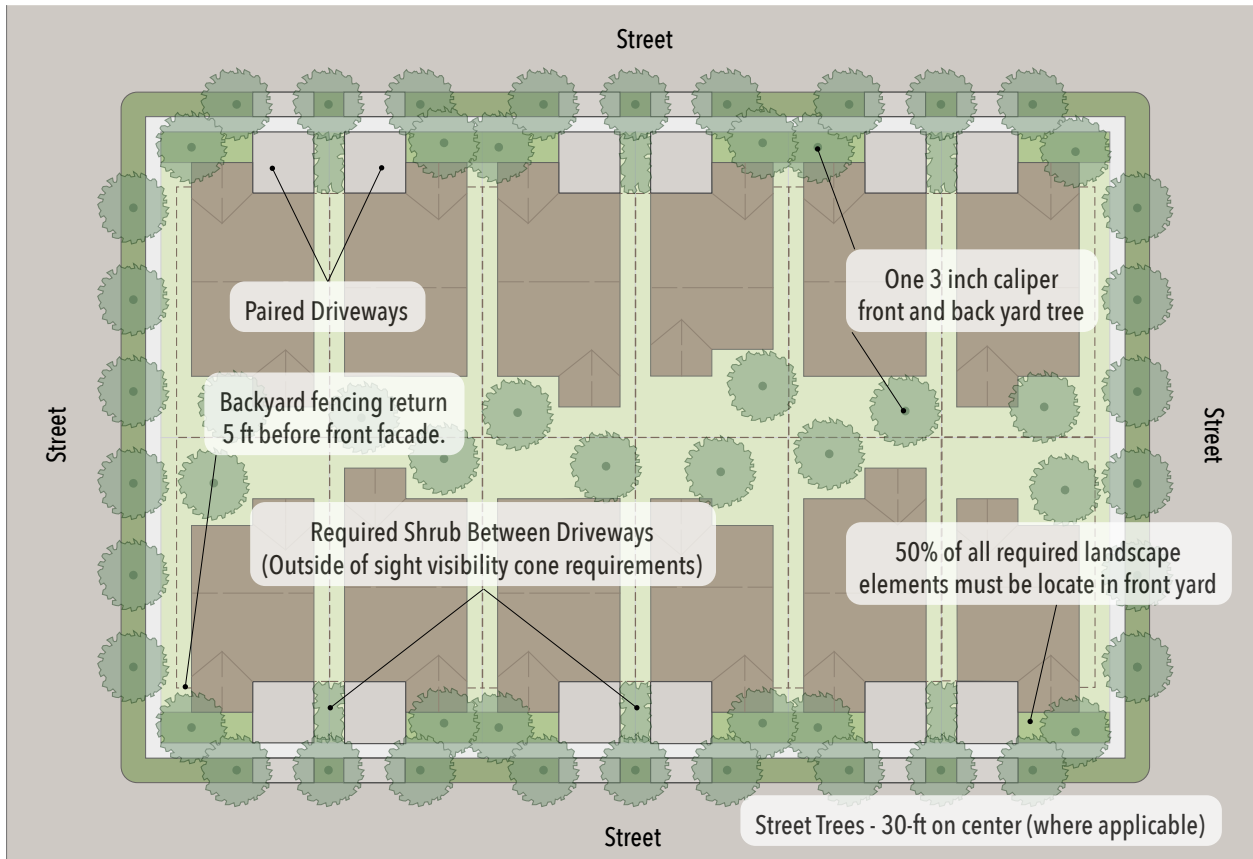


Figure 5: Front Loaded Housing Landscape Standards Diagram

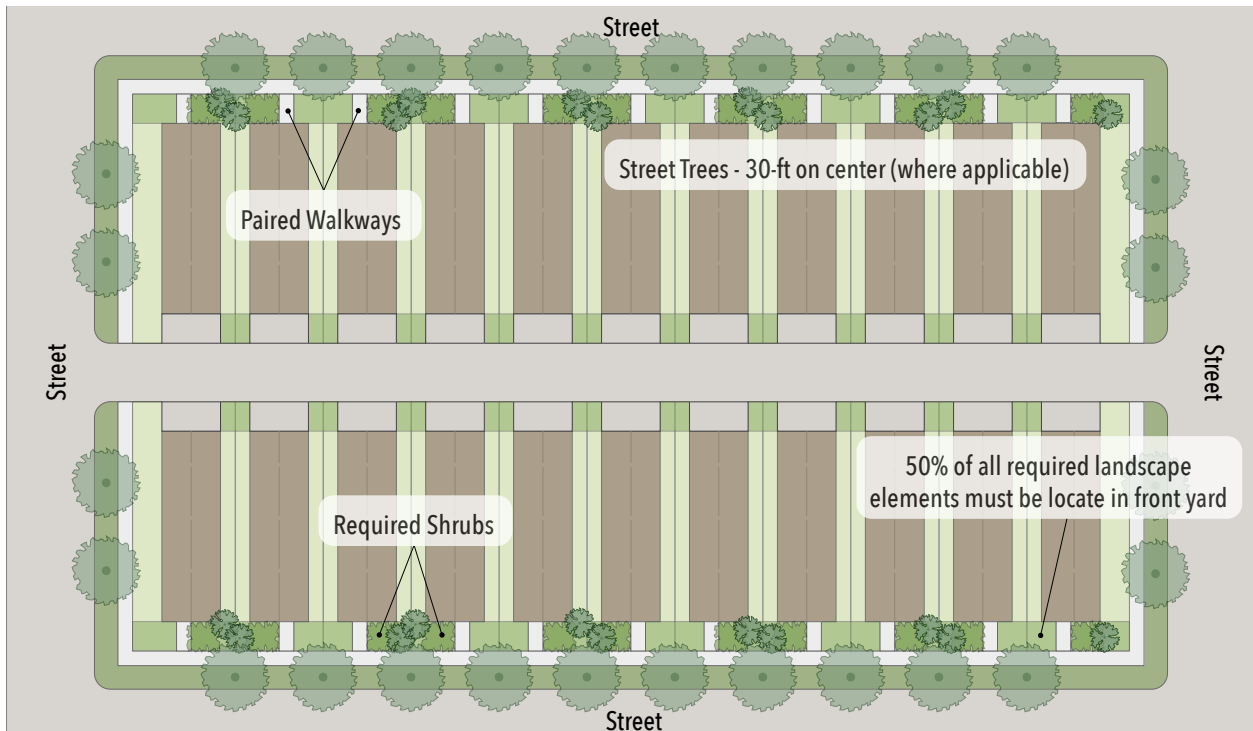


Figure 6: Rear Loaded Housing Landscape Standards Diagram

The following regulations will be required for all *front loaded residential* developments.

- No less than 10 percent (10%) of lot area shall be planted area.
- One canopy tree of three (3) caliper inch at the time of planting will be required in the front yard and one will be required in the back yard.
- Where possible, pair driveways near one another to allow for larger uninterrupted planting areas.
- Provide a minimum of five (5) shrubs (min three (3) gallons in size) between driveways to provide screening.



The following regulations will be required for all *rear loaded residential* developments.

- An ornamental tree (30 gallons) will be provided at a minimum of one (1) per dwelling unit.
- Three (3) shrubs with a minimum size of three (3) gallons, will be provided per dwelling unit.
- Where possible, pair walkways near one another to allow for larger uninterrupted planting areas.



The following regulations will be required for high density residential and non-residential developments.

- A landscape buffer of ten feet (10') will be required along any property line abutting a low or medium density residential use consisting of five (5) gallon shrubs with four (4) foot tall height at full growth (minimum spacing four (4) feet on center), canopy trees every 30-feet on center.
- A six (6) foot opaque fence may be provided instead of a shrub row where applicable.
- Five percent (5%) of the gross site area is required to remain as open space, including required yards and buffer areas.
- Within parking lots, the following is required;
 - One shade tree per eight (8) parking spaces within parking areas.
 - Parking aisles of ten (10) or more spaces in length shall terminate in landscape islands.
 - Landscape islands shall be a minimum of 160 square feet and provided every eight (8) parking spaces.
 - A ten foot (10') landscaped strip shall be provided adjacent to all public and private rights-of-way with perimeter trees every 30-feet on center and a continuous evergreen shrub row at an average density of one, five-gallon (5) evergreen shrub with a height of 42 inches at full growth for each four (4) linear feet of frontage or a 42 inch tall masonry wall.
 - All sight visibility triangle cone requirements shall be exempt from these landscape requirements.

Additionally, street trees shall aim to be consistent throughout the development and follow the provisions set forth in Chapter 86 Article II of the City of Burleson Code of Ordinances. All street trees shall be a minimum of three (3) caliper inches at the time of planting and generally placed 30-feet on center where applicable. Homebuilders, developers, or the NJCMMD1 will be responsible for installing trees.



Landscape strips provide space for stormwater runoff.



Creating buffers provides a visual break from busy roads and the development.



Buffers along public and private right-of-ways provides a visual break from busy roads and the development.



Landscape islands should be provided approximately every eight (8) spaces to minimize the amount of impervious area.



Outdoor space is enhanced by street trees with full canopies.



Street trees provide consistent shade at 30-feet on center.

Fencing Requirements

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

- Fencing shall have a maximum height of six feet (6') with the top two feet (2') having fifty percent (50%) transparency when abutting adjacent residential or street ROW, park, open space, paseo, plaza, or alley.
- Fencing shall return to the house no less than five feet (5') before front facade.
- If a fence is provided where an alley is present, it shall sit a minimum ten feet (10') off the rear lot line.
- Front yard fencing for lots fronting or siding onto a street is discouraged.
- Front yard fencing along a park or open space shall be no more than 42 inches in height.
- There should be a minimum of three feet of horizontal landscaped area between fencing and curb along arterials and collectors.
- Fence material to be made of wood, masonry or metal and generally consistent with adjacent property fencing.
- Posts for all fencing shall be made of metal or concrete/masonry.
- Fences and walls shall not interfere with sight visibility triangle cones.

Fencing and/or screening shall also be required, when service areas for trash, recycling, and/or deliveries visible from the street, pathway, pedestrian-oriented space or public parking area shall be enclosed and screened around their perimeter by a durable wall or fence at least six feet high or six (6) inches above the height of the dumpster whichever is greater.



Backyard fencing shall end a minimum of five feet (5') before the front facade of the house.



Fencing adjacent to parks, trail and open space must be at maximum of six feet (6') with the top two feet (2') fifty percent (50%) transparent.



Screening around trash/recycling in public area must be fully enclosed.

Buffer Requirements

A buffer will be maintained along both edges of the Chisholm Trail Tollway to separate residential areas from the roadway and provide opportunities for circulation. A minimum of 50 feet (50') in width will be provided along the eastern edge to accommodate a planned trail and allow for safe, comfortable pedestrian access. It is intended that the landscape buffer will vary from 50 to 150 feet in width.

Along the western edge, a minimum buffer of twenty feet (20') will serve primarily as a landscape buffer, as no trail is planned in this area. This buffer is permitted on private property (as part of a lot or backyard) and will consist of walls, fencing, and landscaping.

Within each buffer, a minimum of twenty feet (20') will be dedicated to layered plantings and/or walls/fencing that create visual interest throughout the year and screen views of the highway at all heights, enhancing both aesthetics and privacy for nearby properties. The landscape buffer shall highlight the blackland prairie, and savanna/woodland landscape of North Texas.

Residential development that back up to FM 1902 shall require a twenty foot (20') setback with a landscape buffer of natural grass, ground cover, trees, shrubs, flowering and nonflowering plants, or other natural plant materials coupled with walls/fencing. Topographical mounding is encourage to provide vertical layering of the landscape.

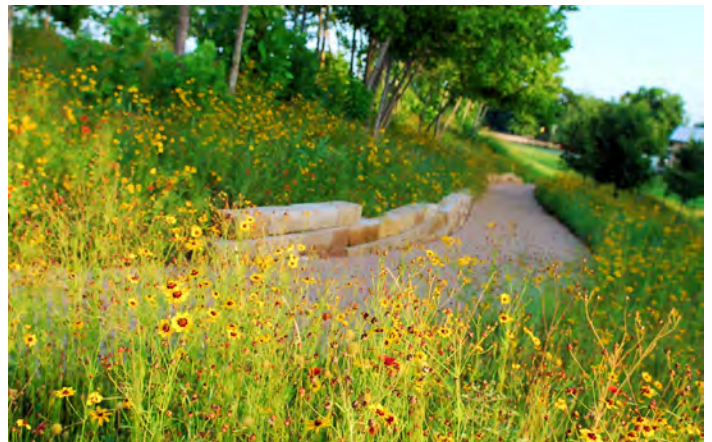
Any non residential use is required to provide a landscape buffer of ten feet (10') between any low or medium density residential use to provide screening consisting of five (5) gallon shrubs with four (4) foot tall height at full growth (minimum spacing four (4) feet on center), canopy trees every 30-feet on center.



Pathways can be incorporated into landscape buffers.



Creating buffers provides a visual break from busy roads and the development.



Developing trails in buffers along Chisholm Trail Tollway will provide additional connectivity through the site.

N. Architectural Standards

Material Standards

The proposed development seeks to allow various building styles that prioritize 'timelessness' over 'trendiness.' Reflecting the evolution of many Texas towns over the decades and in line with the City of Burleson's classification of architectural styles within the Old Town Overlay District, this development embraces diversity in design and materials. By incorporating a range of materials, colors, and architectural styles, the development will achieve a rich aesthetic that avoids the monotony of a single style or the overwhelming presence of a single material.

The development plan includes a connected network of neighborhoods, streetscapes, public spaces, buildings, and site amenities, all inspired by the historical evolution of Texas towns. The various components reflect traditional regional elements suitable for this specific location and climate.

Styles

Many communities showcase a diverse range of residential and commercial architectural styles. Inspired by the Old Town Overlay District in the City of Burleson, the approved architectural styles, colors, and materials will be varied while still reflecting local and regional materials, historic designs, and the natural landscape of North Texas.

Residential architectural styles for this development shall generally be influenced by, but not limited to the following styles:

- Bungalow
- Craftsman
- Queen Anne
- Tudor Revival
- Colonial Revival
- Spanish Colonial Revival
- Prairie Style
- American Foursquare
- Rural Farmhouse/Modern Farmhouse
- Folk Victorian
- Federal Style
- Midcentury Modern

With these styles used as influence for residential buildings, comes with a variety of façade materials. Materials considered include:

- Masonry (stone, brick, tile, etc)
- Cementitious siding and panels
- Stucco
- Wood
- Glazing/Windows

The development will not enforce a specific material percentage for the facades of residential buildings, allowing for a variety of housing styles. The color palette will be inspired by the landscape of North Texas, as demonstrated by the examples in the Theme section of this document.

Commercial architectural styles for this development shall be considered in a range based on use:

- **Town Center Buildings:** The ground floor of the Town Center (for the first 12' min) buildings shall generally consist of glazing, masonry (brick, stone, tile, ornamental CMU, etc.), awnings, concrete, or stucco. Murals and other pedestrian-oriented detailing and accents shall be included, as applicable.
- **Regional Retail Center Buildings:** The ground floor (for the first 12' min) of the Regional Retail Center buildings shall generally consist of glazing, masonry (brick, stone, tile, ornamental CMU, etc), awnings, concrete, or stucco for buildings that face a public street or public access easement.
- **Employment Center Buildings:** The ground floor (for the first 12' min) of the Employment Center buildings shall generally consist of glazing, masonry (brick, stone, tile, ornamental CMU, etc), awnings, concrete, or stucco for buildings that face a public street or public access easement.
- **Community and Park Buildings:** Community and Park buildings shall be inspired by the Bungalow, Craftsman, Farmhouse, and Prairie styles of architecture to help reinforce the developments' connection to the north Texas natural landscape.
- **Multiple-Family Buildings:** The ground floor (for the first 12' min) of multiple-family buildings shall generally consist of glazing, masonry (brick, stone, tile, ornamental CMU, etc.), awnings, concrete, or stucco for buildings that face a public street or public access easement

The development will not impose a specific material percentage requirement for the facades of commercial or multi-family buildings. However, the primary facade for commercial spaces and entrances should prioritize glazing, accent materials, and detailing to highlight the building's style and key access points. The color palette should be inspired by the North Texas landscape, as illustrated in the Theme section of this document.



Source: www.lakeflato.com

Prairie style architecture is representative of the character found in the surrounding community.



Source: www.apartments.com

The combination of architectural elements and materiality within the building create a cohesive style and welcoming streetscape.



Source: www.doucetengineers.com

Regional retailers can fit into the character of the Tallgrass development with specific architectural styles.





L. Parkland and Amenities

Parkland

Even though this development is not in the full-purpose annexed area of the City of Burleson, the proposed development will elect to meet and exceed the parkland dedication requirements of the City of Burleson Code of Ordinances Appendix A Section 8.1. The requirement of 40 acres per Appendix A Section 8.1b will be met with acres of parks and open space consisting of 90 acres of open space, made up of 50 acres within the 100 year floodplain, and a minimum of 40 acres of additional parkland throughout the development.

City of Burleson Parkland Dedication Requirements

	Units	Ac
Residential Single-Family (1 ac per 95 units)	2,500	26
Residential Multiple family (1 ac per 109 units)	1,500	14
TOTAL	4,000	40

The parks and open space within the proposed development will support a variety of system-wide recommendations from the City of Burleson Parks, Trails and Recreation Master Plan, including;

- Participate in the national 10-minute walk program which has established a goal of one hundred percent (100%) of households in the United States located within a 10-minute walk of a park.
- Develop community serving parks in strategic areas of the City or Extra Territorial Jurisdiction (ETJ) to balance the distribution of park acres geographically.
- Use the floodway and wetland areas within the City of Burleson as an organizing element in the placement of future parks and to connect existing and planned parks.

The following guidelines will be followed in the creation of parks within the proposed development:

1. All parks, open spaces, and trails within the proposed development will connect to the nearby park and trail network.
2. Parks of varying scales will be located throughout the development and serve as a gathering place for social and recreational purposes. All residents are proposed to be within a 10-minute walk of a park or open space.
3. All active parks will be required to include amenities that support inclusive play to promote play among children of differing abilities, ages, and communities.
4. Where possible, stormwater management features (detention ponds, bioswales, etc) shall be incorporated within parks and open space as amenities.
5. All dry detention areas will be utilized as passive park space and be required to be graded and irrigated to ensure it remains accessible.
6. All parks will be designed to meet the standards set forth by the City of Burleson.

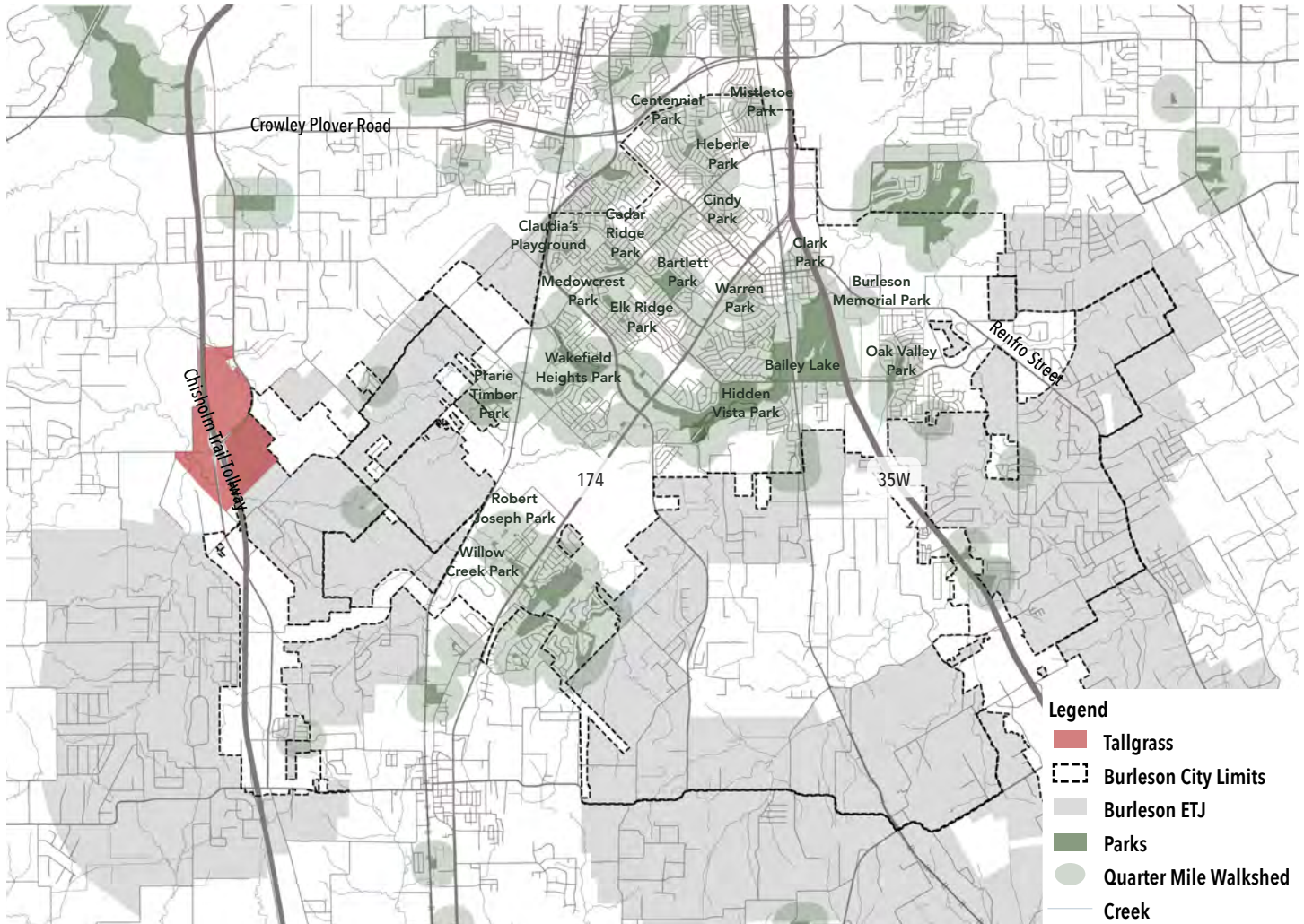


Figure 7: Burleson System Wide Parks Diagram

Active Parks

There are a number of active parks ranging in scale throughout the development. These parks will have a variety of programming for residents and visitors of the community. The three scales of parks, 1 to 3 acre parks, 3 to 5 acre parks, and over 5 acre parks. Each park type will have a required number of amenities, with a certain number of them required to be inclusive play elements.

Passive Parks

Passive parks within the development consist of the floodplains, wetlands, drainage facilities, utility easements, and buffer space along the Chisholm Trail Tollway and is intended for passive recreation. These are informal spaces that include improved trails and walking paths.

Trails

The trail network will connect the entirety of the development. Through the combination of natural, linear open spaces and shared use paths along roadways and utility easements (where applicable), this will serve to enhance connectivity between the natural and developed areas of the development. The trail network throughout the community include trails through parks and open space, shared use paths as part of the street section, trails through easements, and sidewalks on local streets.

Amenities

The Tallgrass PD will consider park improvement facilities selected from those listed below (list subject to change):

Park Type	Amenities	
 1 to 3 acres (3 Req.)	<ul style="list-style-type: none"> • Open lawn • Playground • Dog run • Social game area (bocce, washers, lawn bowling) • Seating • Sport courts (volleyball, basketball, etc) • Interactive water features 	<ul style="list-style-type: none"> • Pedestrian amenities (drinking fountain, bike racks, etc) • Picnic areas • Bathrooms • Shade sails, structures, or pavilions • Fishing • Trails and pathways • Interpretive signage
 3 to 5 acres (5 Req.)	<ul style="list-style-type: none"> • Open lawn • Playground • Dog run • Social game area (bocce, washers, lawn bowling) • Seating • Sport courts (volleyball, basketball, etc) • Sport fields (baseball, soccer, etc) • Pedestrian amenities (drinking fountain, bike racks, etc) 	<ul style="list-style-type: none"> • Interactive water features • Picnic areas • Parking • Bathrooms • Shade sails, structures, or pavilions • Fishing • Trails and pathways • Skateparks and Skate courses • Interpretive signage
 5+ acres (7 Req.)	<ul style="list-style-type: none"> • Open lawn • Playground • Dog run • Social game area (bocce, washers, lawn bowling) • Seating • Sport courts (volleyball, basketball, etc) • Sport fields (baseball, soccer, etc) • Pedestrian amenities (drinking fountain, bike racks, etc.) 	<ul style="list-style-type: none"> • Interactive water features • Picnic areas • Parking • Shade sails, structures, or pavilions • Bathrooms • Fishing • Trails and pathways • Skateparks and Skate courses • Interpretive signage • Ampitheater

Amenities to be prioritized within parks located near non-residential uses or the edges of the development;

- Sport courts (volleyball, basketball, etc)
- Skateparks and Skate courses

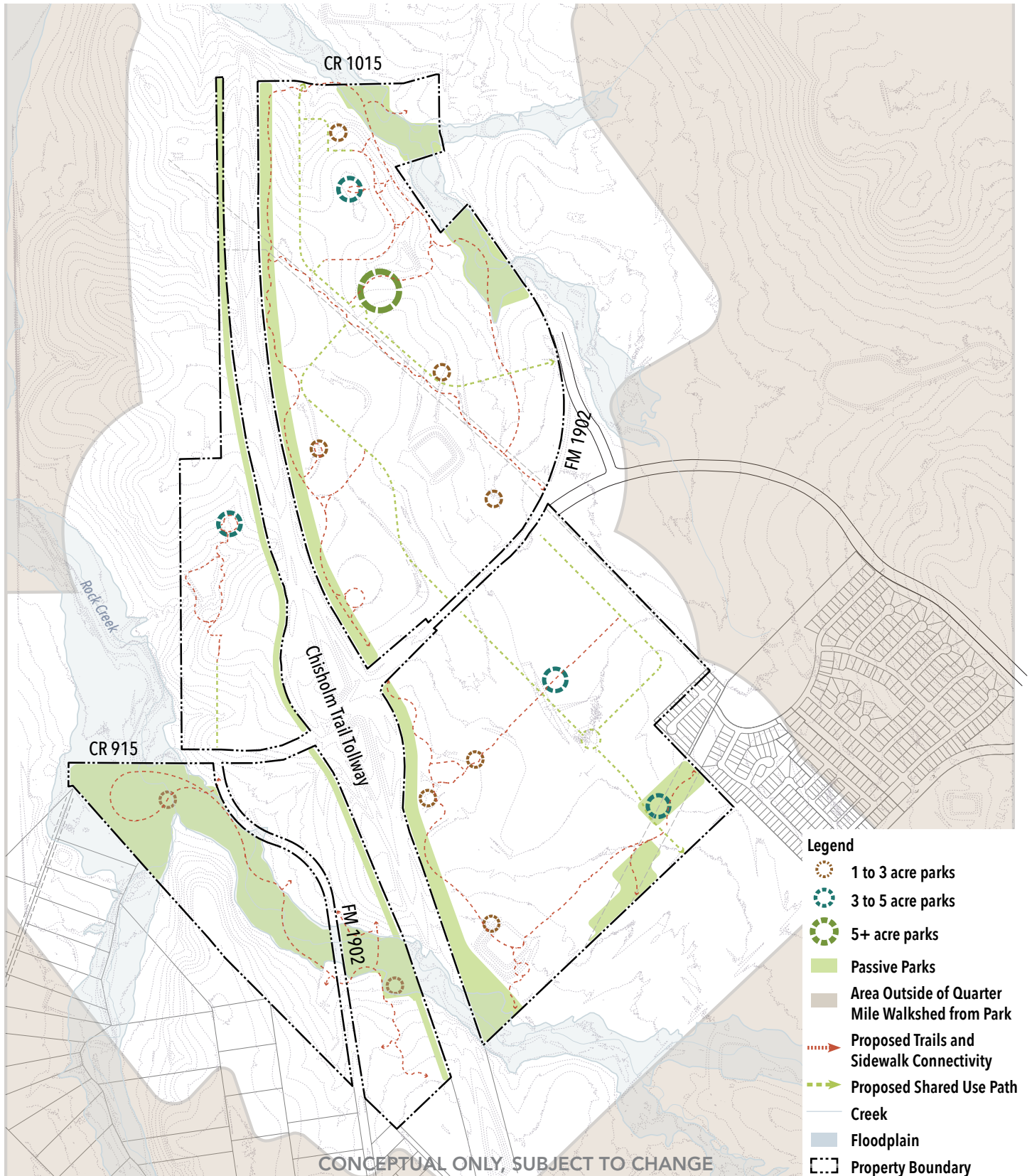


Figure 8: Parks & Open Space Diagram

0 ft 400 ft 800 ft 1600 ft

Active Parks

There are a number of active parks ranging in scale throughout the development. These parks will have a variety of programming and will be designed for inclusive play for residents and visitors of the community.





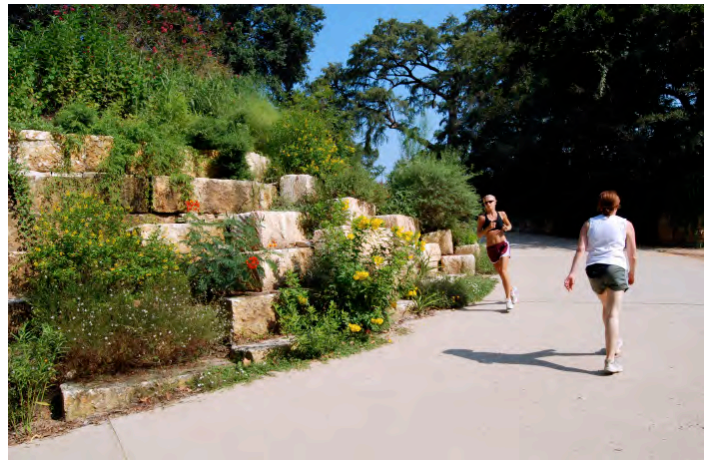
Passive Parks

Passive parks within the development consists of the wetland area and is intended for passive recreation. These are informal spaces that include improved trails and walking paths, but remain in their natural state. The natural systems within these parks, including prairies, wetlands, savannas, and water bodies, will reinforce the theme and identity of the development. These areas can also be considered as part of a potential art program that will features installations within the parks.



Trails

The trail network will connect the entirety of the development. Through the combination of natural linear open spaces and shared use paths along roadways and utility easements (where applicable), this will serve to enhance connectivity between the natural and developed areas of the development. The trail network throughout the community include trails through parks and open space, shared use paths as part of the street section, trails through easements, and sidewalks on local streets.



Trail Network

The North Central Texas Council of Governments (NCTCOG) adopted its Mobility 2045 Update in June 2022. In this update they recommended the Regional Veloweb which is a network of trails intended to be a regional expressway network for bicyclists connecting 105 cities in North Central Texas.

Additionally there are planned off-street bikeways intended to connect into the Regional Veloweb network that run adjacent to and through the proposed development site.

The proposed development will provide a pedestrian and bicyclist network that will connect into the Regional Veloweb network. This network will be a minimum of 5 miles, including shared use paths, sidewalks, bicycle trails/lanes, and hiking trails.

The proposed development intends to provide infrastructure to connect into the regional network as more development is built on the western edge of the city.

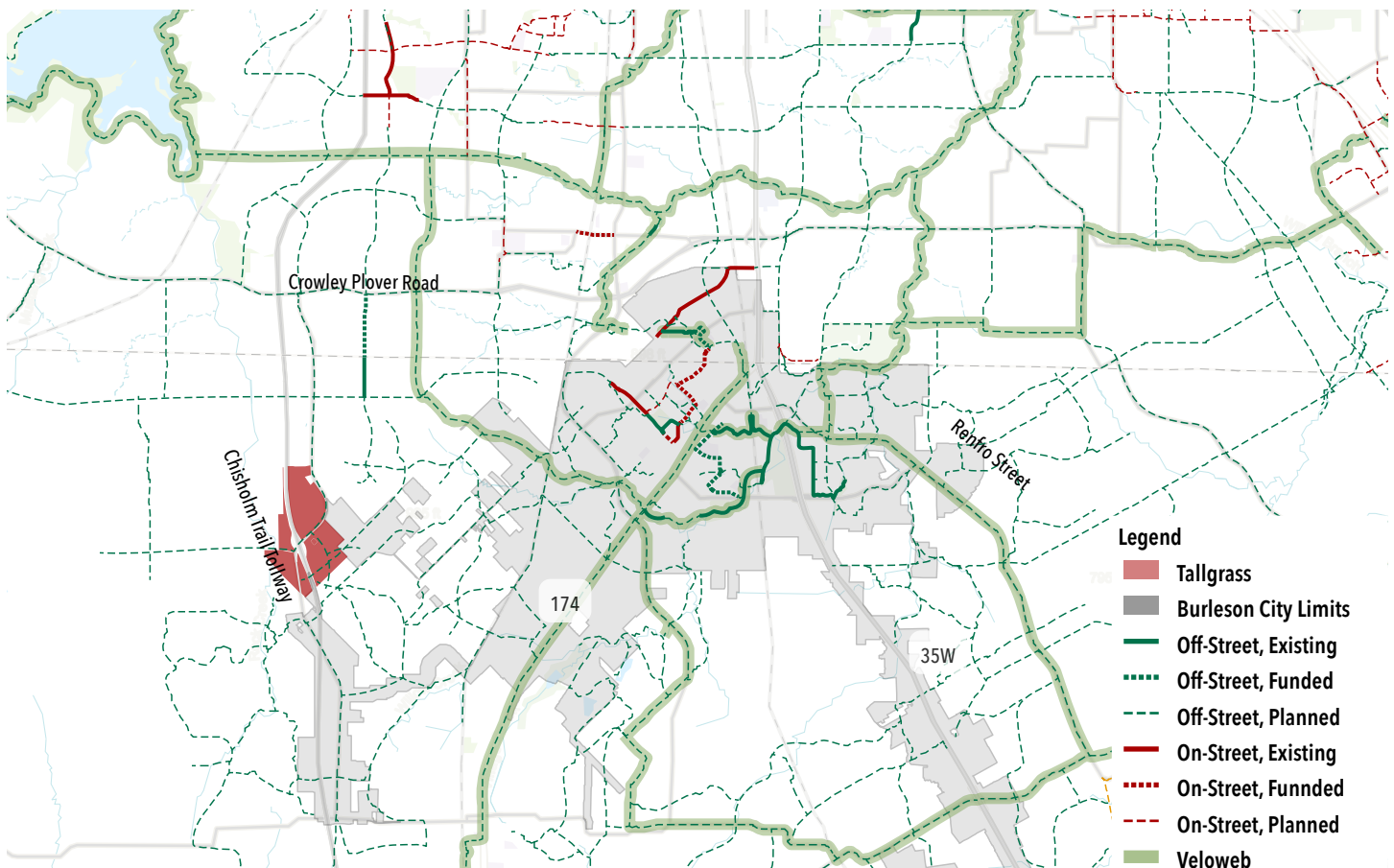


Figure 9: NCTCOG Existing and Planned Trails Digram

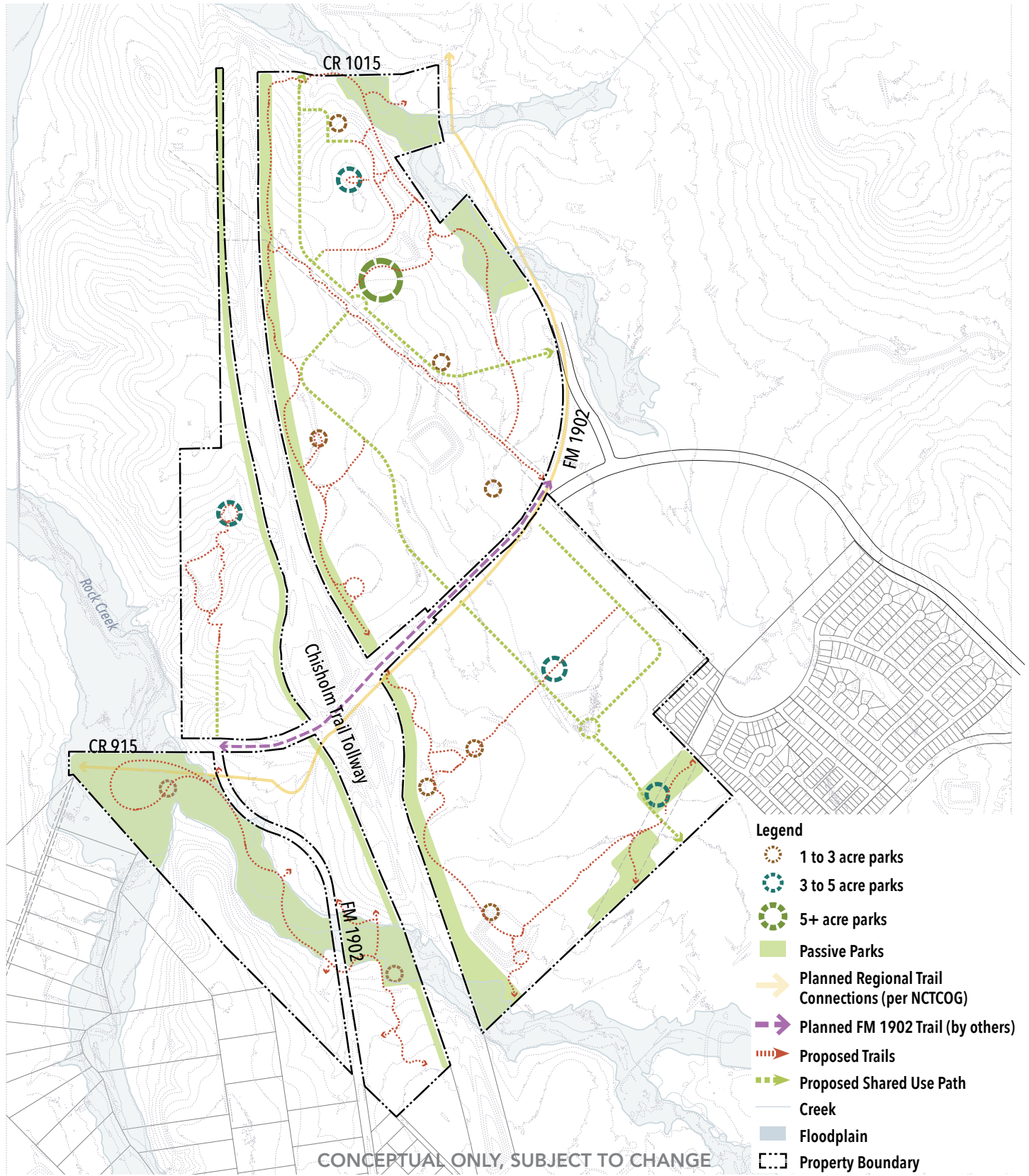


Figure 10: Trail Network Diagram

0 ft 400 ft 800 ft 1600 ft

Integrated Green Spaces

Within the low and medium density residential areas, integrated green spaces will be organized into the block structure. These spaces are intended to connect across neighborhoods to park spaces within the proposed development and provide outdoor programming throughout the neighborhood. These spaces can include a variety of amenities including open lawns, social game area, drinking fountain, bike racks, or, seating areas.

Integrated green spaces required:

- An average minimum width of 15 feet and a minimum length of 100 feet to fit required planting and outdoor programming.
- Two (2) canopy trees planted throughout the integrated green space.
- A minimum of 10 percent (10%) landscaped area.



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M. Theme, Uniqueness, and Sense of Place

Sense of Place

This development creates a sense of place through connectivity to the major centers within the proposed development. These centers include the Town Center, Employment Center, Regional Commercial Center, Civic/Education Center, and various active parks. All of these centers are connected by trails, sidewalks, and shared use paths and all residences are within an 10-minute walk of one of these centers.

- The Town Center offers a space for residents and visitors alike to gather, shop, eat, and play. This vibrant center can include spaces like outdoor patios, a central plaza for farmers' markets and seasonal events, and pedestrian-friendly streetscapes that encourage social interaction.
- The Employment Center, located near the major roadways for easy regional access, this hub could provide modern office spaces, co-working facilities, and light industrial or tech-flex spaces. It could integrate commuter-friendly amenities, such as electric vehicle charging stations, bike lanes, and transit connectivity.
- The Regional Retail Center could feature local and national retailers, grocery stores, entertainment venues, and locally owned businesses, offering a convenient shopping and dining experience without the need to travel to other parts of the Metroplex.
- This development is designed around an easily accessible Civic/Education facility/school. This could serve as an anchor for family-friendly neighborhoods, incorporating such amenities as athletic fields, community meeting spaces, and educational green spaces that encourage outdoor learning.
- Active and passive parks are distributed throughout the community to provide gathering spaces for the community. They will range from playgrounds, to sports fields, to nature areas with trail heads.



The Town Center is intended to draw people from within the community and the surrounding areas.



Employment Centers support the vibrant mixed-use the Town Center and other commercial development by creating a day-time visitor.



Source: www.homes.com/

A civic/education facility can be an important community space and asset for residents and visitors.

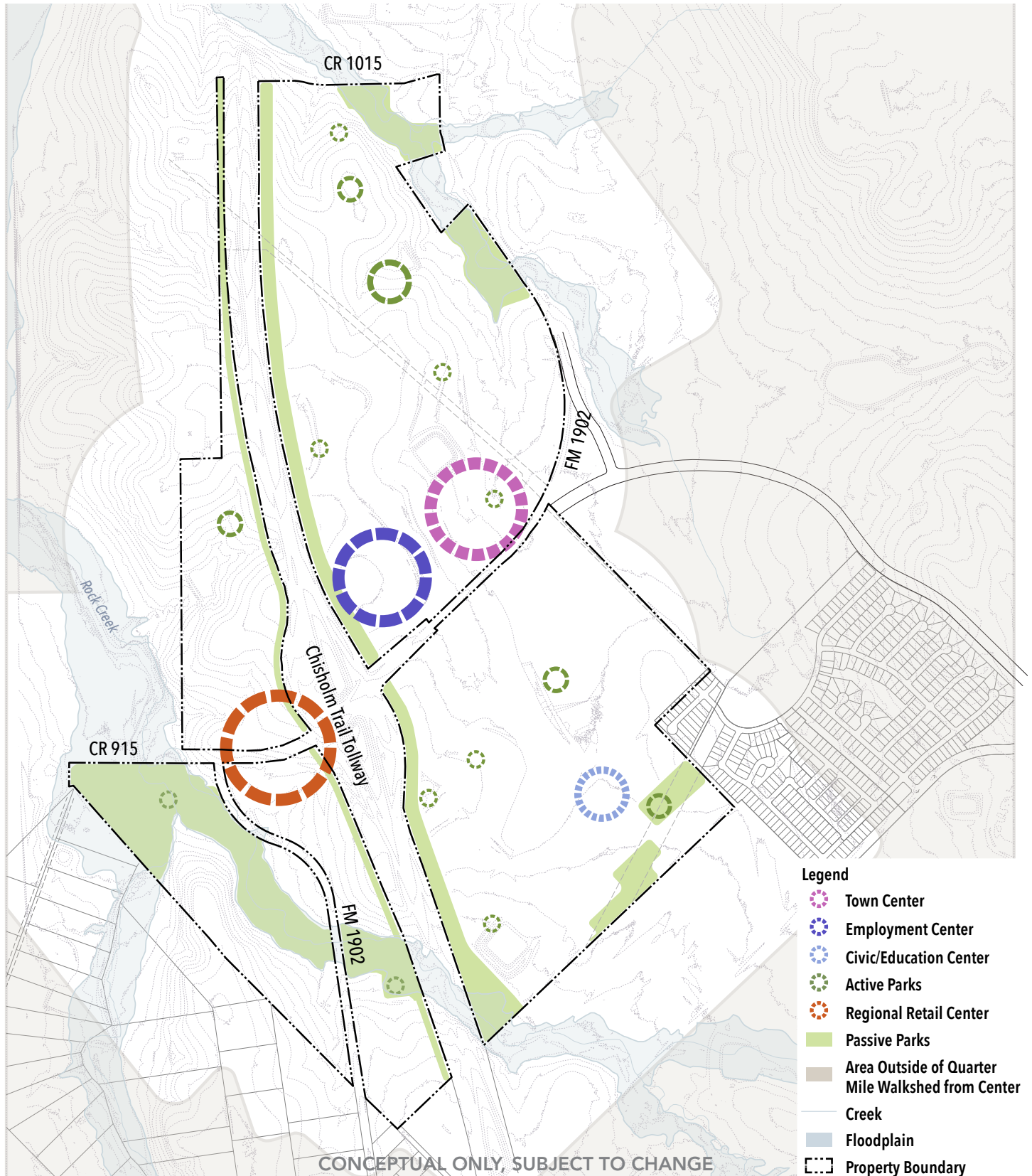


Figure 11: Centers Diagram

Marketing and Branding

The Tallgrass development aims to serve as the new gateway to the City of Burleson, but with a unique identity of its own. This development will be branded as “Tallgrass,” and this branding will be reflected throughout the community with its signage, material choices, public spaces, art, and landscaping.

Signage

Signage will be utilized throughout the proposed development to orient residents, employees/ employers, and visitors and create a sense of place that is supported by the brand of the proposed development.

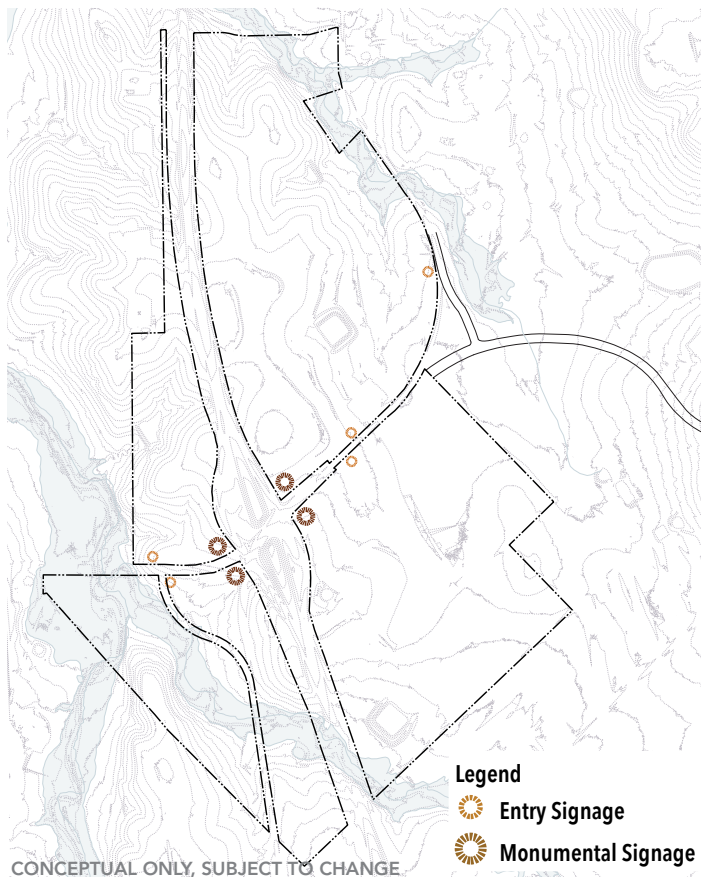
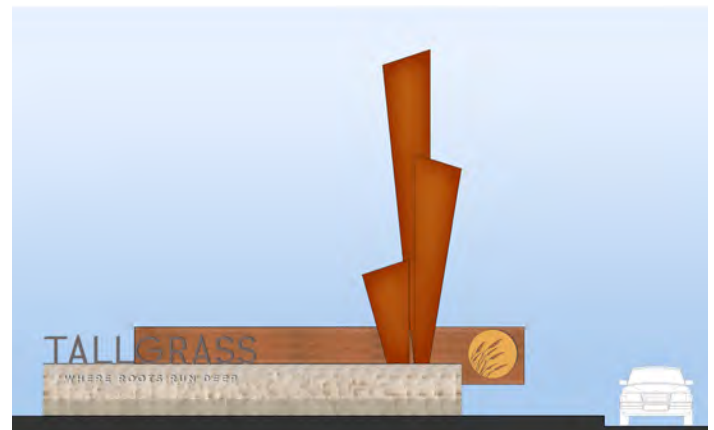


Figure 12: Monument and Entry Signage Diagram

As part of the “Tallgrass” development, several types of signage will be installed. The first will feature monument signs along the Chisholm Trail Tollway, clearly marking the master planned community at each of its four corners. The second will include entry signs along FM 1902 to identify development. The third will consist of wayfinding signs to help residents navigate the various neighborhoods within the community.

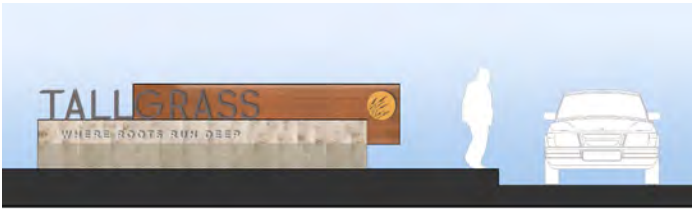
Together, these levels of signage will enhance the sense of place within the community and aid in wayfinding throughout the area. All will be designed with a cohesive color and material palate to identify with the “Tallgrass” development.

Monument Signage: This signage is primarily intended to help identify the development for vehicles traveling on the Chisholm Trail Tollway. Designed to highlight the flat expanses of a prairie from a distance, the vertical elements of the signage give visitors a sense of being surrounded by “tall grass” as they drive off the highway and approach the development.



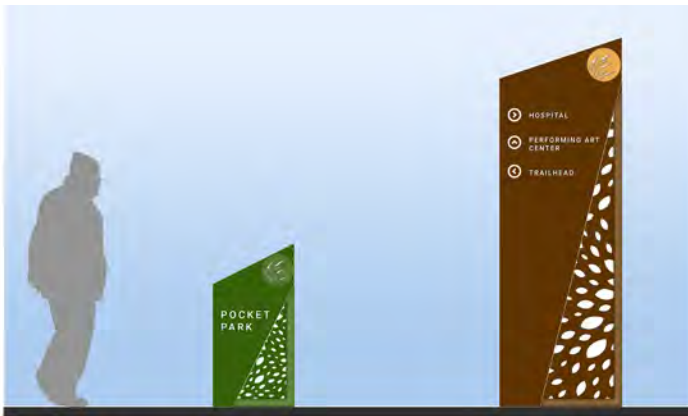
Example monument signage along Chisholm Trail Parkway.

Entry Signage: This signage will signify the major entrances to the development for vehicles and pedestrians. This signage will be similar to the monument signage, but without the vertical elements, to invoke the horizontal nature of a prairie.



Example entry signage along FM 1902 into development.

Neighborhood Wayfinding Signage: This signage helps orient residents and visitors within the development, primarily for pedestrians. The scale of the signage varies based on its use, reflecting the vertical nature of a prairie close-up. This signage will help identify parks, trails, and other amenities throughout the development.



Example wayfinding signage throughout neighborhoods.

Materiality

For community/public spaces, signage, and other community vernacular items, material choices likely to be used in the development will highlight a strong connection to nature. The use of local and regional stone, lumber, metal, and colors will relate back to the regional characteristics of north Texas and the prairie vernacular.



Oklahoma Chopped Stone and Lueders Limestone Example



Locally Sourced Timber Example



Corten Steel Example



Powder Coated Aluminum Example

Theme

To enhance the development's overall theme, the color palette will reflect the colors found in the surrounding environment, particularly the diverse shades found in the local prairies. By incorporating these colors, the development will blend seamlessly with its natural setting and evoke the serene and picturesque essence of prairie landscapes.



The surrounding area has many shades of wheat and gold representing a typical prairie.



Nearby nature centers have a wide variety of colors seen through the variety of plantings and the surrounding architecture.

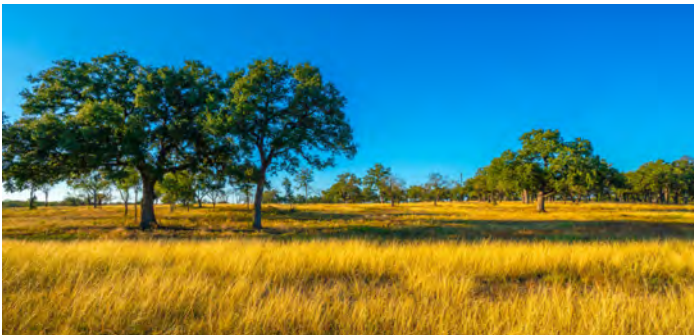


The Tallgrass site has colors that represent more raw land that has been utilized in a agricultural/industrial manner.



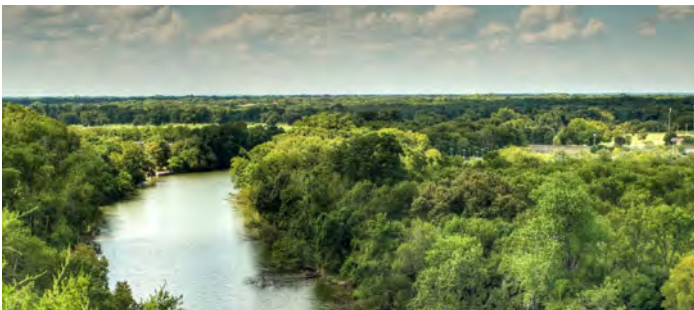
There are numerous fields of colorful flowers nearby the site.

The landscape buffer along Chisholm Trail Parkway and FM 1902 shall be indicative of the prairie and savanna/woodland and wetland/ water landscape of North Texas. This adapted restoration effort will aim to celebrate the natural landscape heritage of north Johnson County and be a pedagogical opportunity for residents and visitors of Tallgrass.



Source: farmandranch.com

The buffer along the major roadways that traverse the site will be representative of the landscape found within the Tallgrass development.



Source: www.jcsud.com/

The Tallgrass Development will utilize the natural elements within the region to celebrate its ecosystems.



Source: tx.audubon.org

The buffers will include a variety of flowers that are found in the surrounding areas of Johnson County.

As part of the theming of this development, it is envisioned that art can be incorporated into the parks and public spaces. This can be addressed through public and private programs. All art shall be approved by the developer (or assignee) prior to installation.



This sculpture defines the hike and bike trail in the Mueller neighborhood in Austin.



Art is integrated into community buildings in the Nexton neighborhood in Charleston, SC.

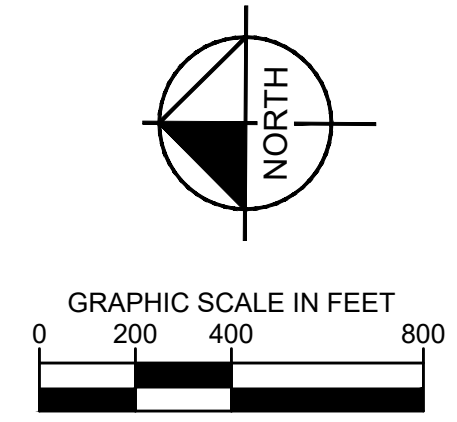


Art creates focal points for community gathering in Midtown Park in Houston.







EXHIBIT E

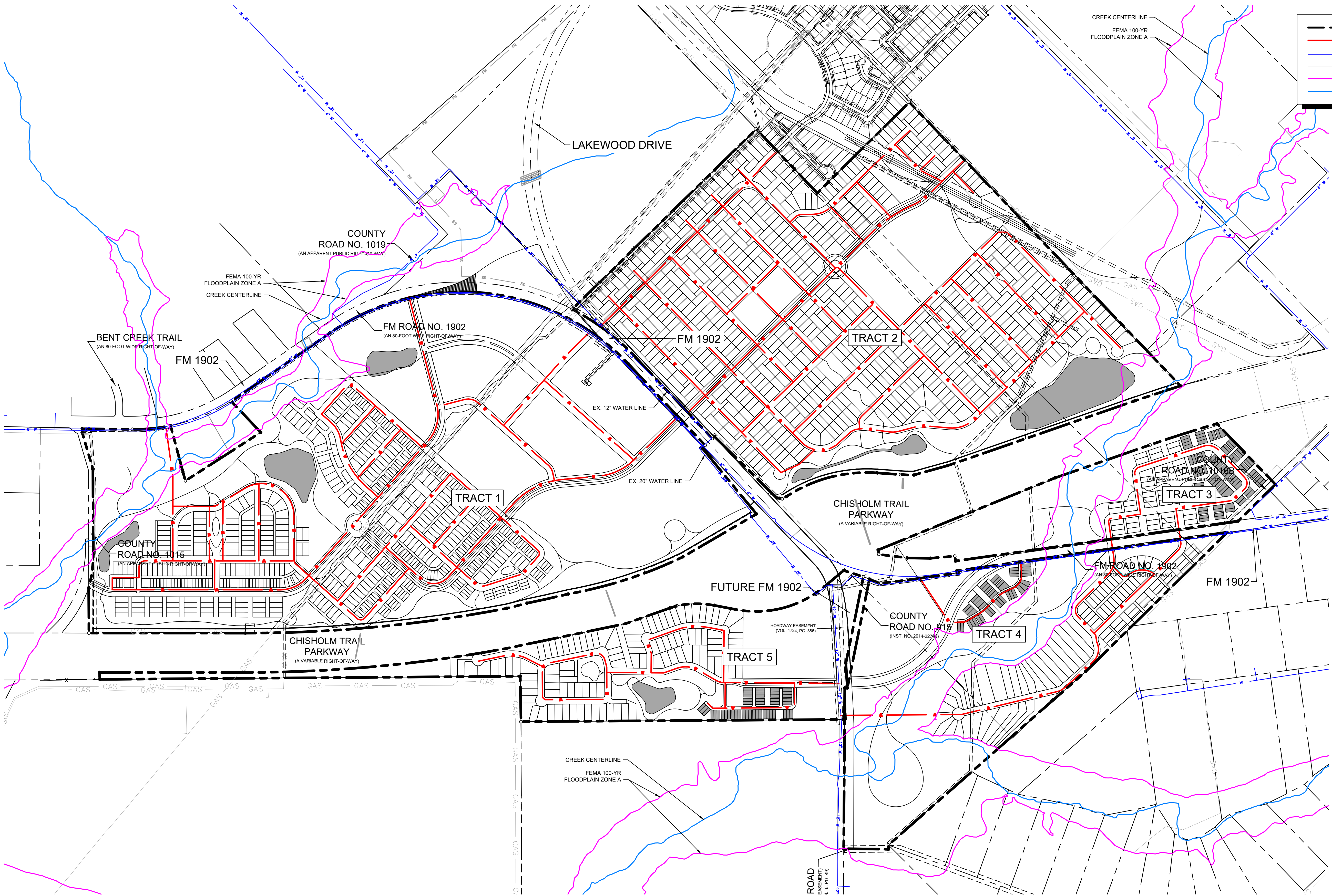
MAP OF WATER IMPROVEMENTS

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SUBJECT TO CHANGE AT ANY TIME



LEGEND

- | | |
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|  | SITE BOUNDARY |
|  | PROPOSED WATER LINE |
|  | EX. WATER LINE |
|  | EX. SEWER LINE |
|  | EX. 100-YR FLOODPLAIN |
|  | CREEK CENTERLINE |



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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-328

PROJECT No:	069276715
DATE:	APRIL 2025
SCALE:	AS SHOWN
DESIGNED BY:	KHA
DRAWN BY:	KHA
CHECKED BY:	KHA

TALL GRASS
JOHNSON COUNTY, TEXAS

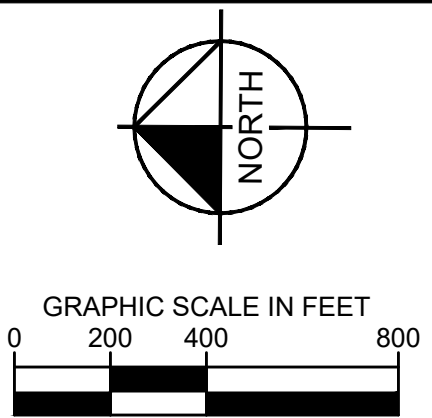
<p>CONCEPT WATER PLAN</p>	<p>SHEET NUMBER</p>
	<p>1</p>

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EXHIBIT F

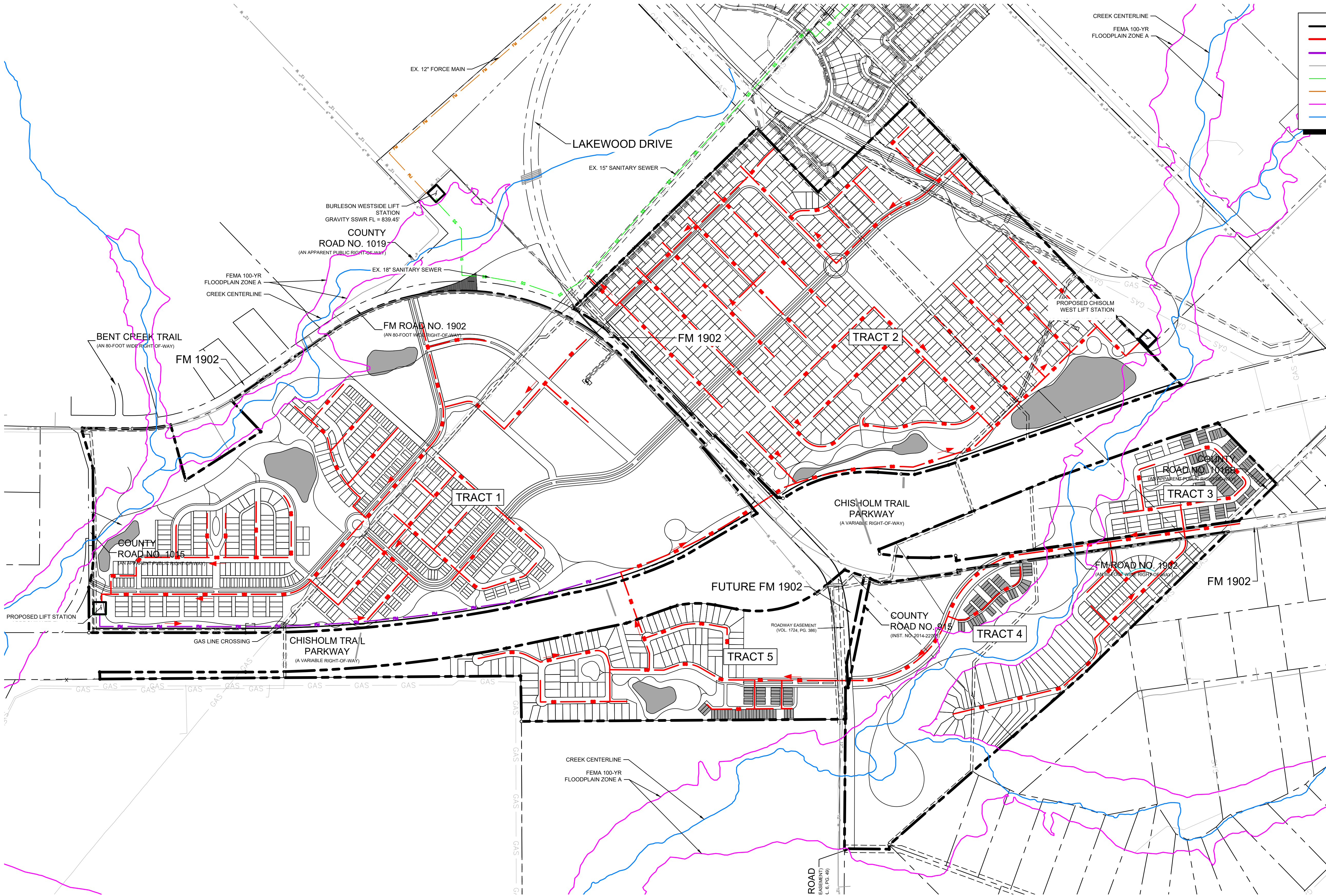
MAP OF WASTEWATER IMPROVEMENTS

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LEGEND

-
- SITE BOUNDARY
 — SS — PROPOSED WASTEWATER LINE
 — FM — PROPOSED FORCE MAIN
 — W — EX. WATER LINE
 — SS — EX. SEWER LINE
 — FM — EX. FORCE MAIN
 — EX. 100-YR FLOODPLAIN
 — CREEK CENTERLINE



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TEL: 817.335.1300
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PROJECT No.	069276715
DATE:	APRIL 2025
SCALE:	AS SHOWN
DESIGNED BY:	KHA
DRAWN BY:	KHA
CHECKED BY:	KHA

TALL GRASS
JOHNSON COUNTY, TEXAS

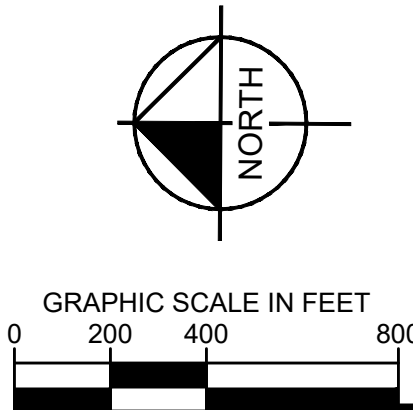
CONCEPT SANITARY SEWER PLAN	SHEET NUMBER 2
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EXHIBIT G

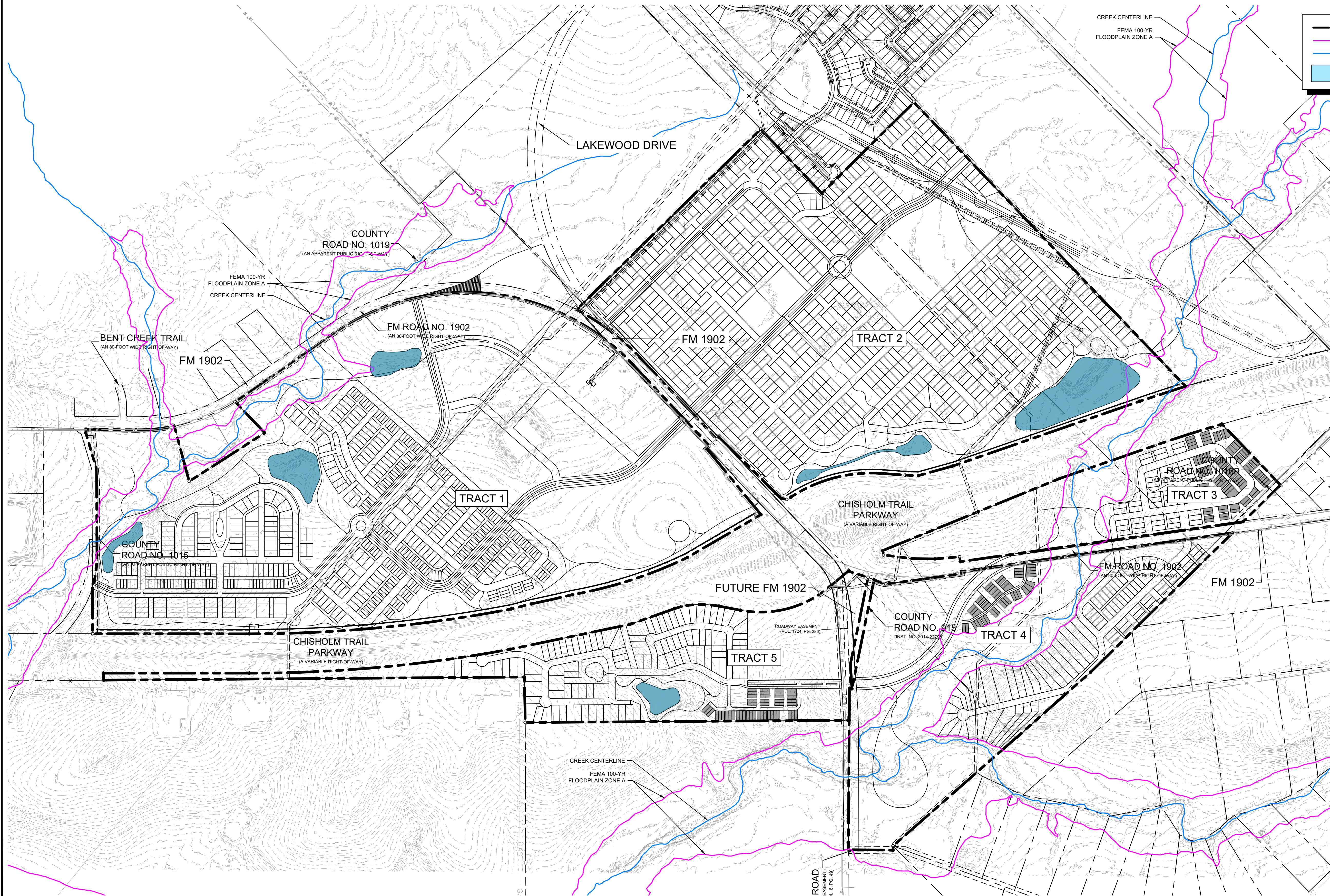
MAP OF DRAINAGE IMPROVEMENTS

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LEGEND

-  SITE BOUNDARY
 EX. 100-YR FLOODPLAIN
 CREEK CENTERLINE
 PROPOSED DETENTION POND



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SCALE:	AS SHOWN
DESIGNED BY:	KHA
DRAWN BY:	KHA
CHECKED BY:	KHA

TALLGRASS
JOHNSON COUNTY, TEXAS

CONCEPT DRAINAGE PLAN

SHEET NUMBER

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EXHIBIT H

MAP OF ROADWAY IMPROVEMENTS

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F: 817.335.4445
www.kimley-horn.com

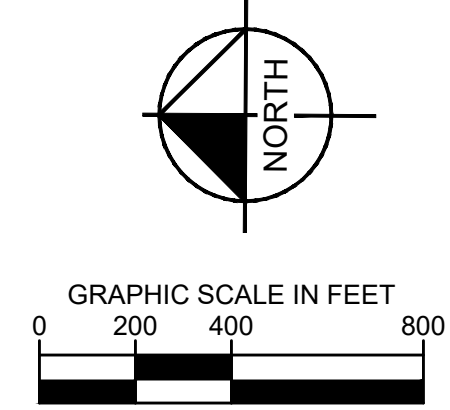
PROJECT: TALLGRASS ROADWAY IMPROVEMENTS
DATE: APRIL 2025
SCALE: AS SHOWN
DESIGNED BY: KHA
DRAWN BY: KHA
CHECKED BY: KHA

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Not for construction purposes or permits.
Kimley-Horn & Associates, Inc.
P.E. No. 100185 Date: APRIL 2025

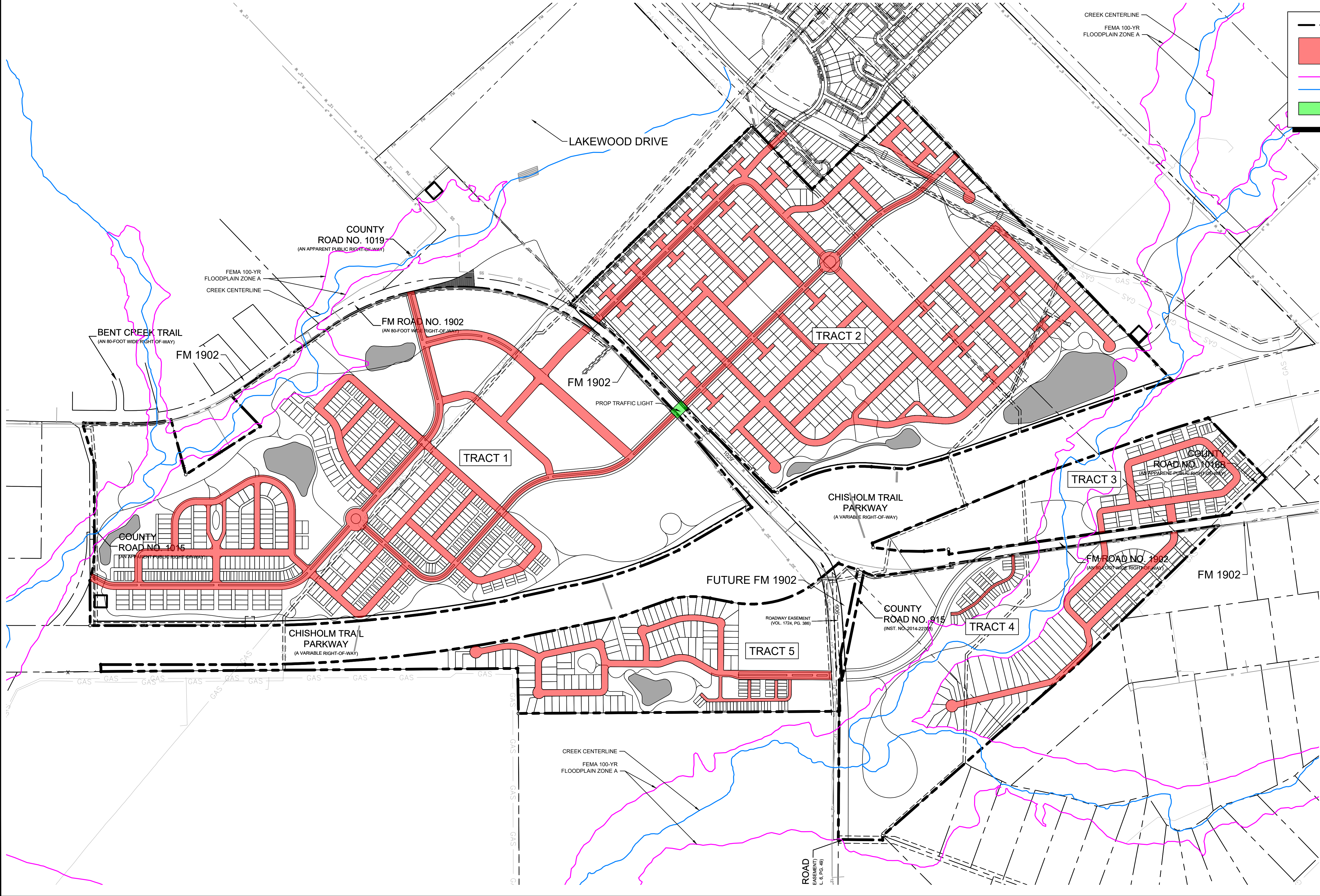
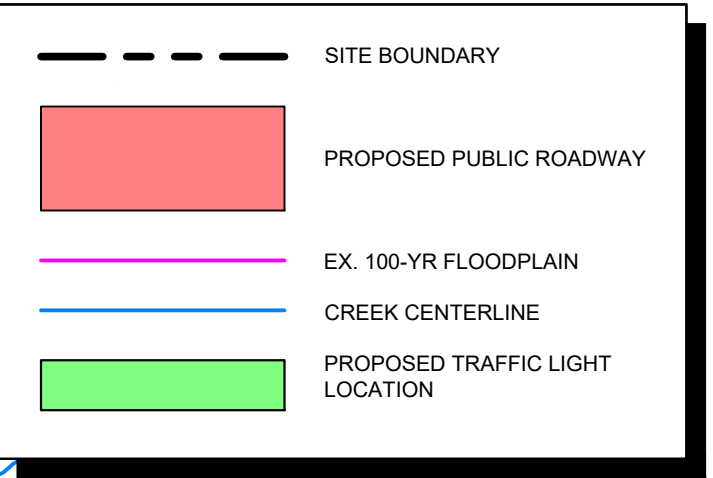
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F: 817.335.4445
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PROJECT No.	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
069276715	APRIL 2025	AS SHOWN	KHA	KHA	KHA

TALLGRASS
JOHNSON COUNTY, TEXAS

**CONCEPT
ROADWAY
IMPROVEMENTS
PLAN**

SHEET NUMBER
4

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EXHIBIT I

MMD IMPROVEMENTS COST

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
CAPITAL IMPROVEMENT PLAN



PROJECT NAME: TALLGRASS DEVELOPMENT
CITY: JOHNSON COUNTY, TX
ACREAGE: 621.289

DATE: 5/2/2025
CREATED BY: BDM

SUMMARY OF ESTIMATED PROJECT COSTS

A. ON-SITE WASTEWATER IMPROVEMENTS	\$12,308,849
B. ON-SITE WATER IMPROVEMENTS	\$9,351,038
C. OFF-SITE WATER IMPROVEMENTS	\$5,758,640
D. OFF-SITE WASTEWATER IMPROVEMENTS	\$5,680,357
E. ON-SITE DRAINAGE IMPROVEMENTS	\$14,838,930
F. ROADWAY IMPROVEMENTS	\$24,055,573
G. GRADING & EROSION CONTROL MEASURES	\$12,451,745
H. PARKS, OPEN SPACE, & TRAILS	\$15,289,864

PROJECT SUBTOTAL: \$99,734,995

CONTINGENCY (25%): \$24,933,749

Soft Costs (15%): \$14,960,249

*** TOTAL ESTIMATED PROJECT COSTS:** **\$139,628,993**

NOTES:

1. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, are made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services. Proposals, bids, and actual construction costs will vary from this opinion of probable construction cost (OPCC).

2. These estimated costs are based on Conceptual Design Only. This Preliminary OPCC was prepared without City review and approval(s).

3. (*) Total estimated project costs are based on 2025 pricing. Prices will change over time due to inflation and other factors.

EXHIBIT J

MMD INITIAL CAPITAL IMPROVEMENTS PLAN

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
5-YEAR INITIAL CAPITAL IMPROVEMENT PLAN



PROJECT NAME: TALLGRASS DEVELOPMENT
CITY: JOHNSON COUNTY, TX
ACREAGE: 200.745

DATE: 5/2/2025
CREATED BY: BDM

SUMMARY OF ESTIMATED PROJECT COSTS

A. ON-SITE WASTEWATER IMPROVEMENTS	\$2,564,889
B. ON-SITE WATER IMPROVEMENTS	\$2,493,610
C. OFF-SITE WATER IMPROVEMENTS	\$1,665,000
D. OFF-SITE WASTEWATER IMPROVEMENTS	\$3,079,339
E. ON-SITE DRAINAGE IMPROVEMENTS	\$4,001,235
F. ROADWAY IMPROVEMENTS	\$12,643,961
G. GRADING& EROSION CONTROL MEASURES	\$3,949,828
H. PARKS, OPEN SPACE, & TRAILS	\$5,237,895

PROJECT SUBTOTAL: \$35,635,757

CONTINGENCY (25%): \$8,908,939

Soft Costs (15%): \$5,345,364

*** TOTAL ESTIMATED PROJECT COSTS:** **\$49,890,059**

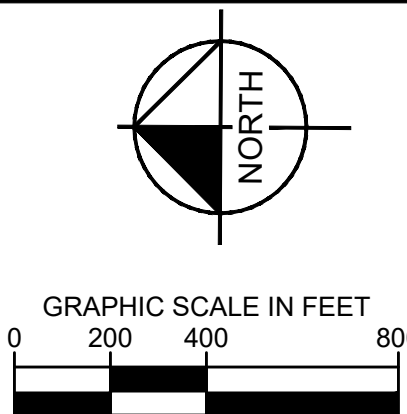
NOTES:

1. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, are made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services. Proposals, bids, and actual construction costs will vary from this opinion of probable construction cost (OPCC).










2. These estimated costs are based on Conceptual Design Only. This Preliminary OPCC was prepared without City review and approval(s).

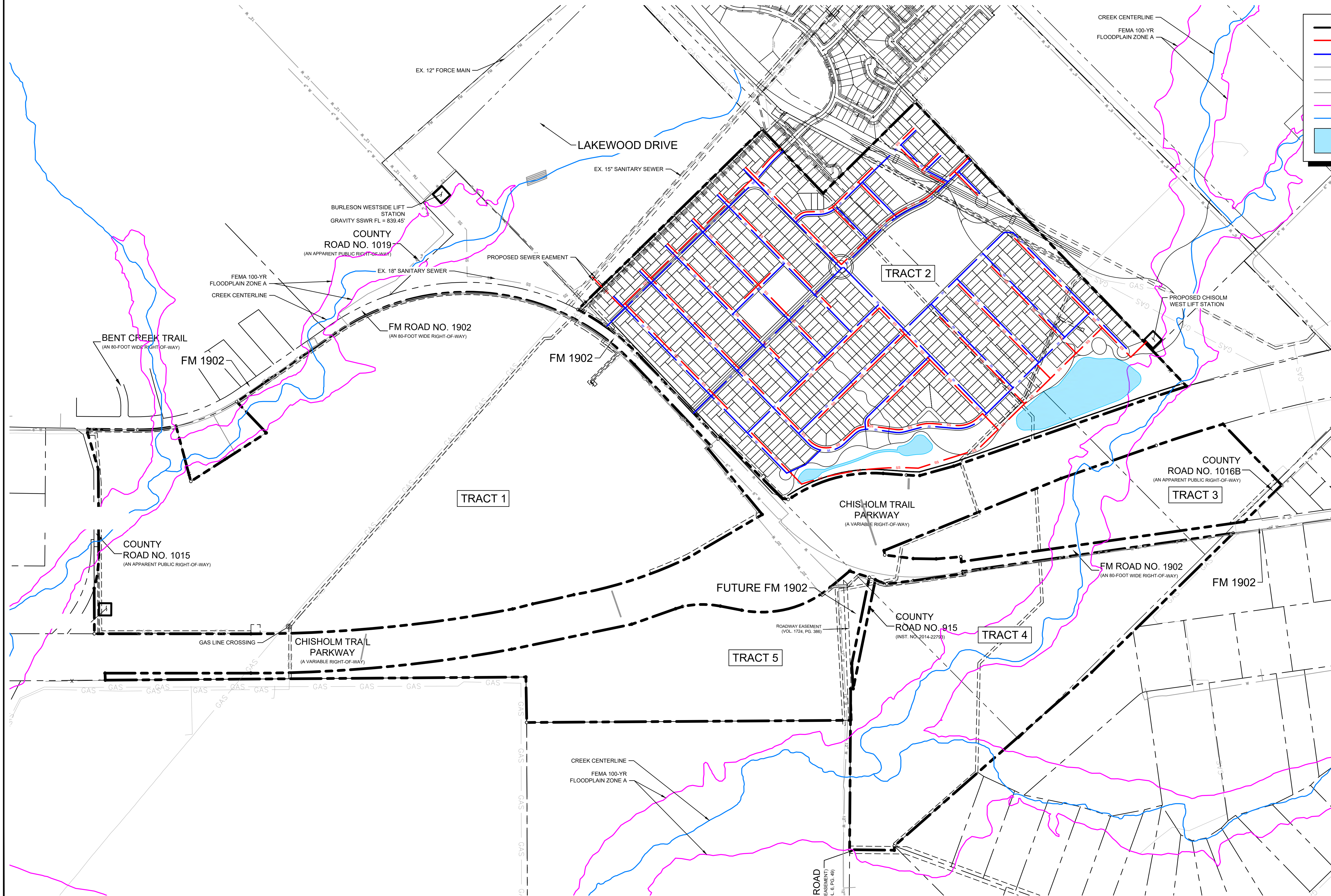
3. (*) Total estimated project costs are based on 2025 pricing. Prices will change over time due to inflation and other factors.

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LEGEND

- | | |
|---|--------------------------|
|  | SITE BOUNDARY |
|  | PROPOSED WASTEWATER LINE |
|  | PROPOSED WATER LINE |
|  | EX. WATER LINE |
|  | EX. SEWER LINE |
|  | EX. FORCE MAIN |
|  | EX. 100-YR FLOODPLAIN |
|  | CREEK CENTERLINE |
|  | PROPOSED POND |



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TEXAS REGISTERED ENGINEERING FIRM F-928

The stamp is a rectangular box with a grey header containing the word "PRELIMINARY" in white. Below the header, it says "FOR REVIEW ONLY" and "Prepared for Concept Plan submission". A line follows, then "Not for construction purposes or permit". The Kimley-Horn logo is centered, with "Kimley" in black and "Horn" in red. At the bottom, it says "Engineer" followed by a line and "BRANDON D. MIDDLETON", and "P.E. No." followed by a line and "100185", and "Date" followed by a line and "APRIL 2025".

PROJECT No.	069276715
DATE:	APRIL 2025
SCALE:	AS SHOWN
DESIGNED BY:	KHA
DRAWN BY:	KHA
CHECKED BY:	KHA

TALLGRASS
JOHNSON COUNTY, TEXAS

CONCEPT 5-YEAR CAPITAL IMPROVEMENT PLAN

SHEET NUMBER
5

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EXHIBIT K

PRELIMINARY OPEN SPACE AND PARKS PLAN

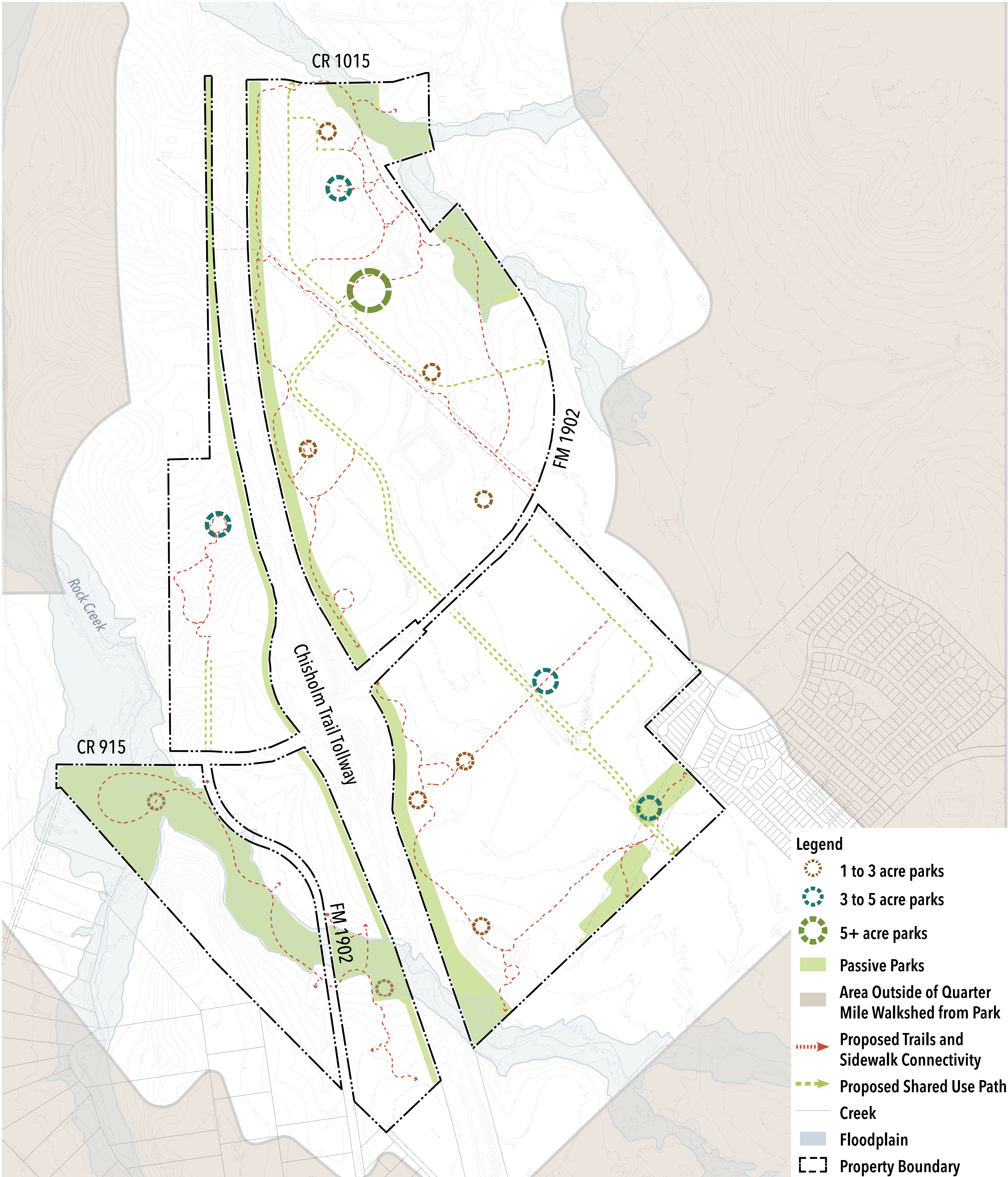


EXHIBIT L

FORM OF DISTRICT JOINDER

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of _____, 202__, is executed by the NORTH JOHNSON COUNTY MUNICIPAL MANAGEMENT DISTRICT NO. 1 (“District”), in connection with that certain Development Agreement (the “Development Agreement”) entered into by and between the CITY OF BURLESON, TEXAS, a home-rule municipality (the “City”), and AP-Groundwork Venture, LLC, a Texas limited liability company and its successors and assigns (the “Landowner”) dated effective as of October 6, 2025. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with Section 3.1 of the Development Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Development Agreement. Accordingly, the District hereby agrees as follows with City and the Landowner:

1. The District acknowledges and confirms that it has received a copy of the Development Agreement and the schedules and exhibits thereto.
2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Development Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Development Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Development Agreement applicable to it to the same effect as if it were an original Party thereto.
3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Johnson County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

**NORTH JOHNSON COUNTY MUNICIPAL
MANAGEMENT DISTRICT NO. 1**

By: _____
Name: _____
Its: President

ATTEST:

By: _____
_____, Secretary

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
202__ by _____, President of the North Johnson County Municipal Management
District No. 1, on behalf of said district.

(SEAL)

Notary Public, State of Texas

Name printed or typed

[END OF SIGNATURES]

EXHIBIT M

FORM OF CITY RESOLUTION PROVIDING CONSENT TO ANNEXATION

CITY OF BURLESON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, GRANTING CONSENT TO THE ANNEXATION OF 200.7453 ACRES OF LAND IN THE CITY’S EXTRATERRITORIAL JURISDICTION INTO A MUNICIPAL MANAGEMENT DISTRICT; 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 AP-Groundwork Venture, LLC (the “Petitioner”) to the annexation of 200.7453 acres of land in the City’s extraterritorial jurisdiction (the “Land”) as more particularly described in Exhibit A, attached hereto and incorporated by reference, into a municipal management district; and

WHEREAS, the Land is currently in the City’s extraterritorial jurisdiction; and

WHEREAS, North Johnson County Municipal Management District No. 1 (the “District”) was organized pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, Chapter 49 of the Texas Water Code, as amended, and Chapter 375 of the Texas Local Government Code, as amended; and

WHEREAS, Section 375.043 of the Texas Local Government allows a district to annex land into its boundaries as provided by Section 49.301 and Chapter 54, Texas Water Code, subject to the approval of the governing body of the municipality; and

WHEREAS, the City wishes to evidence its support and consent to the annexation of the Land in the City’s extraterritorial jurisdiction into the District, subject to the terms and conditions of this Resolution.

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 for Consent to Annex Land into a Municipal Management District” 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 375.043(a) of the Texas Local Government Code, to the annexation of the Land in the City’s extraterritorial jurisdiction described more fully in Exhibit A, into the District 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 6. 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

(attached)

Exhibit B

Petition for Consent to Annex Land into a Municipal Management District

(attached)

EXHIBIT N

FORM OF LANDOWNER PETITION TO CITY 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:

AP-Groundwork Venture, LLC, a Texas 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 _____, 202__.

AP-GROUNDWORK VENTURE, LLC,
a Texas limited liability company

By: _____
Name: Robert Gass
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__, by Robert Gass, as Manager of AP-GROUNDWORK VENTURE, LLC, a Texas limited liability company, on behalf of said limited liability 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 O

**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 AP-Groundwork Venture, LLC (the “Petitioner”) to expand and extend the extraterritorial jurisdiction (“ETJ”) of the City to include 420.5438 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 _____, 202__.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

Matt Ribitzki, Deputy City Attorney

Exhibit A

Metes and Bounds Description

(attached)

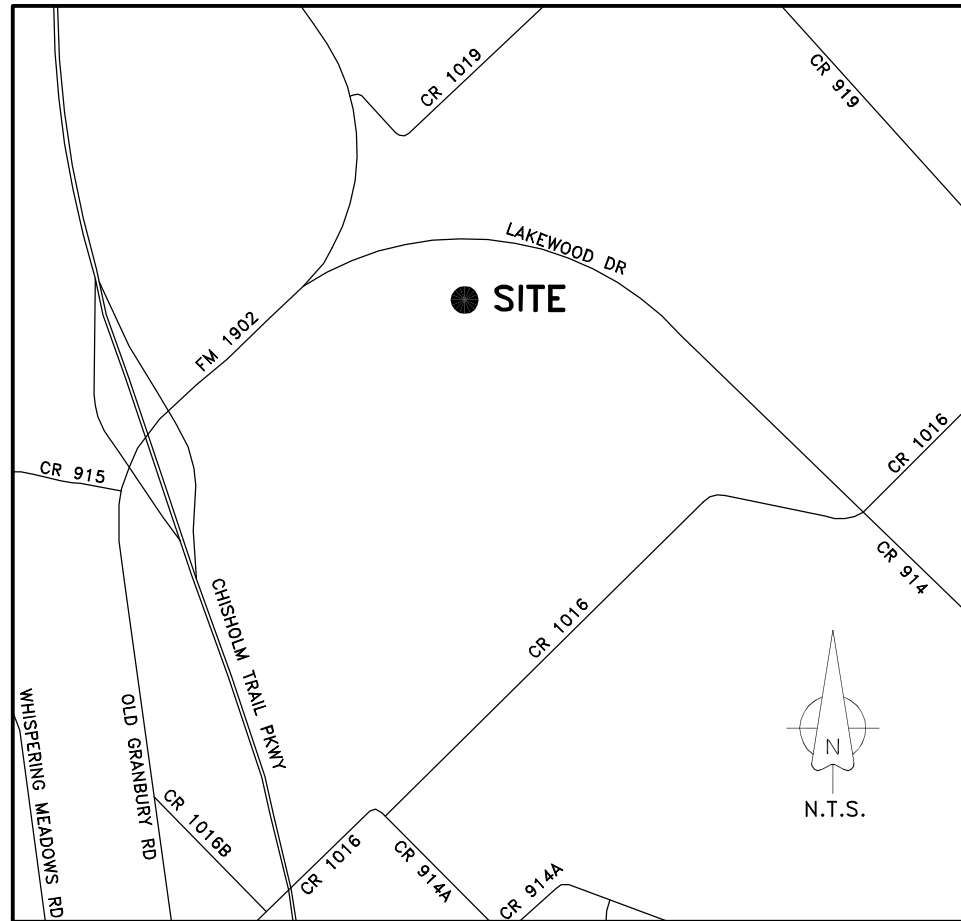
Exhibit B

Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction

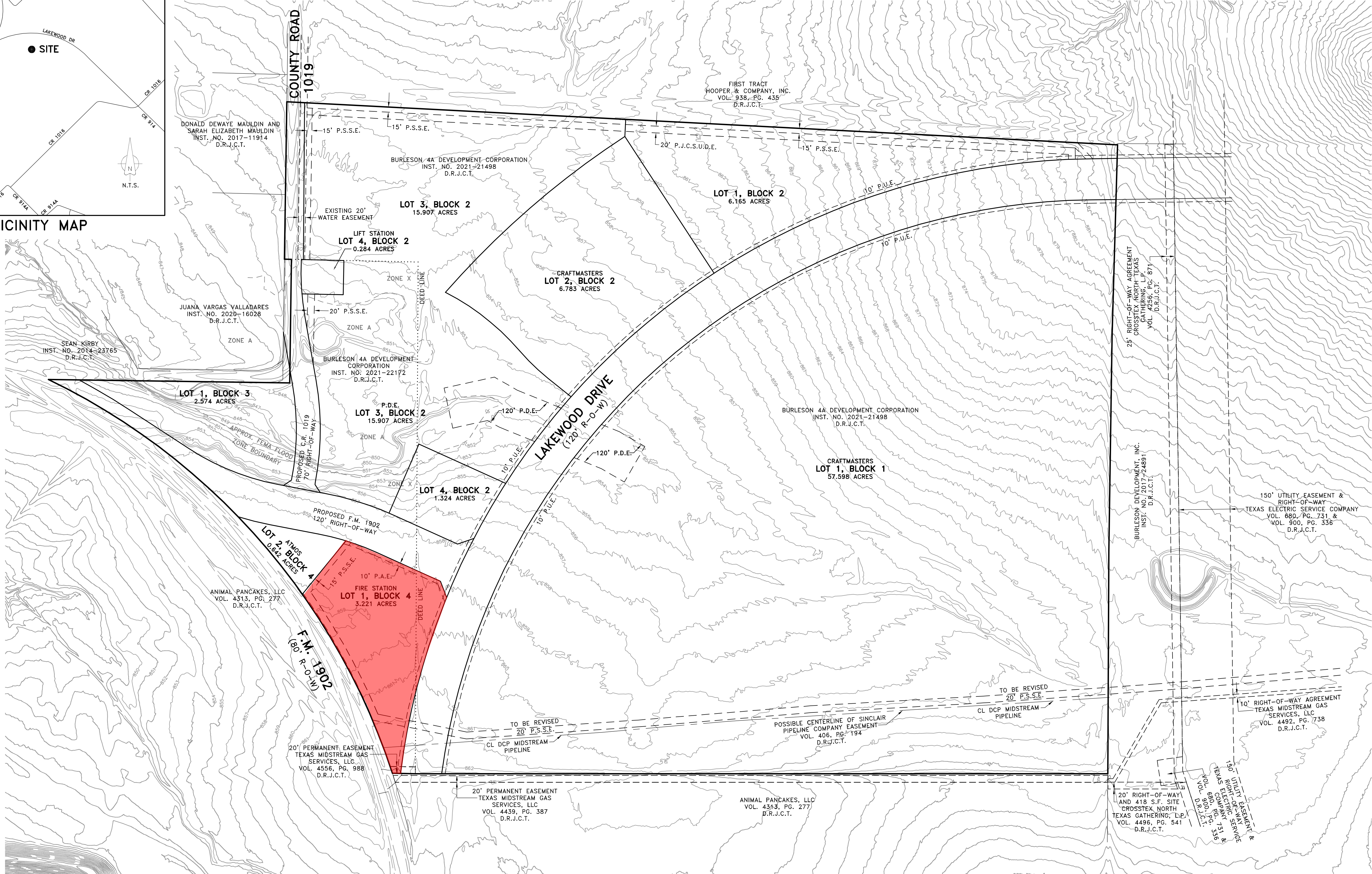
(attached)

EXHIBIT P

DEPICTION OF EDC PARCEL



VICINITY MAP



ENGINEER
LAND DESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

DEVELOPER
CITY OF BURLESON
141 W. RENFRO STREET
BURLESON, TX 76028
PHONE: (817)426-9613
CONTACT: ALEX PHILIPS

SURVEYOR
CWC LAND & SURVEY, LLC
300 E. RENFRO, SUITE 300
BURLESON, TX 76028
PHONE: (817)-447-4122
CONTACT: MATT POWELL

RIGHT-OF-WAY TABLE			
PRE DIRECTION	STREET NAME	STREET TYPE/SUFFIX	ACREAGE
N/A	LAKEWOOD	DRIVE/DR	8.1
	F.M. 1902	FARM TO MARKET/F.M.	2.6
	C.R. 1019	COUNTY ROAD/C.R.	1.5

BASIS OF BEARINGS:

BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

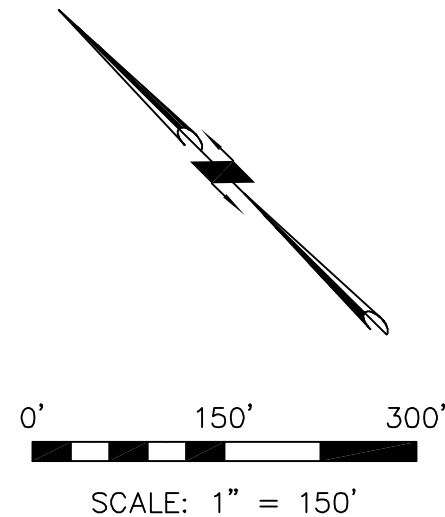
FLOOD ZONE NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0050J DATED DECEMBER 4, 2012, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:

- ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
- ZONE A: NO BASE FLOOD ELEVATIONS DETERMINED

LEGEND

- P.A.E. — PROPOSED ATMOS EASEMENT
- P.D.E. — PROPOSED DRAINAGE EASEMENT
- P.J.C.S.U.D.E. — PROPOSED JOHNSON COUNTY SPECIAL UTILITY DISTRICT EASEMENT
- P.S.S.E. — PROPOSED SANITARY SEWER EASEMENT
- P.U.E. — PROPOSED UTILITY EASEMENT



DRAFT
PRELIMINARY PLAT OF
CRAFTMASTERS ADDITION
106.667 ACRES
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

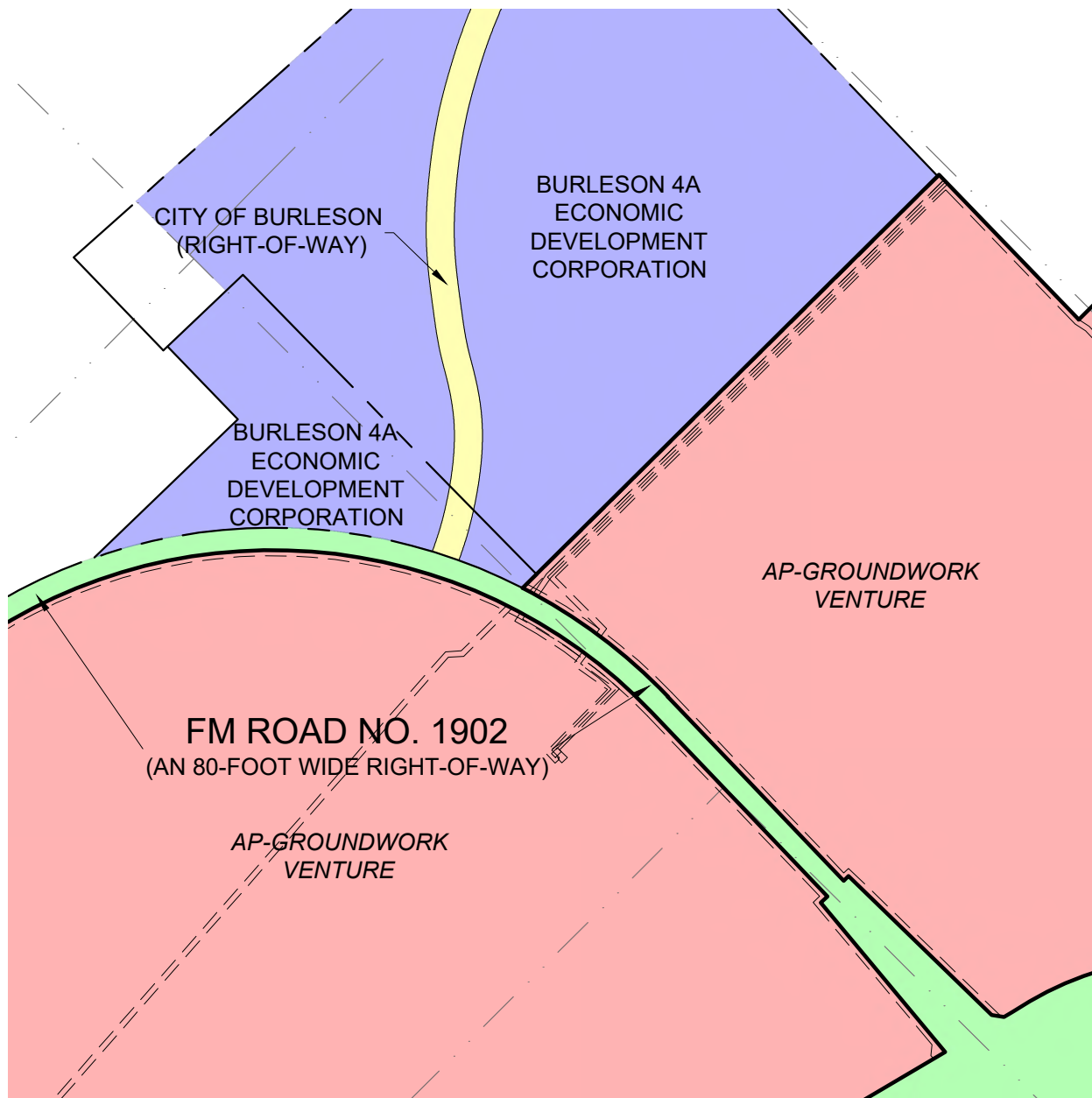
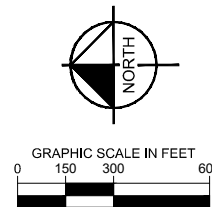
A TRACT OF LAND SITUATED IN THE D. DYKES SURVEY, ABSTRACT NO. 229, THE J. GANT SURVEY, ABSTRACT NO. 316, THE J.G. REAVIS SURVEY, ABSTRACT NO. 726, AND IN THE MARTHA A. HUFF SURVEY, ABSTRACT NO. 353, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH ALL OF THAT TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-222172, D.R.J.C.T.

12/18/23



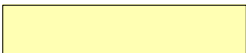

CASE NO. 23-
SHEET 1 OF 2

EXHIBIT Q

EXISTING FM 1902/LAKEWOOD DRIVE CONFIGURATION



LEGEND

	AP LAND HOLDINGS
	BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
	CITY OF BURLESON
	TxDOT

LAND OWNERSHIP - EXISTING

Kimley»Horn

801 Cherry Street, Unit 11
Suite 1300
Fort Worth, TX 76102
817-335-8511
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

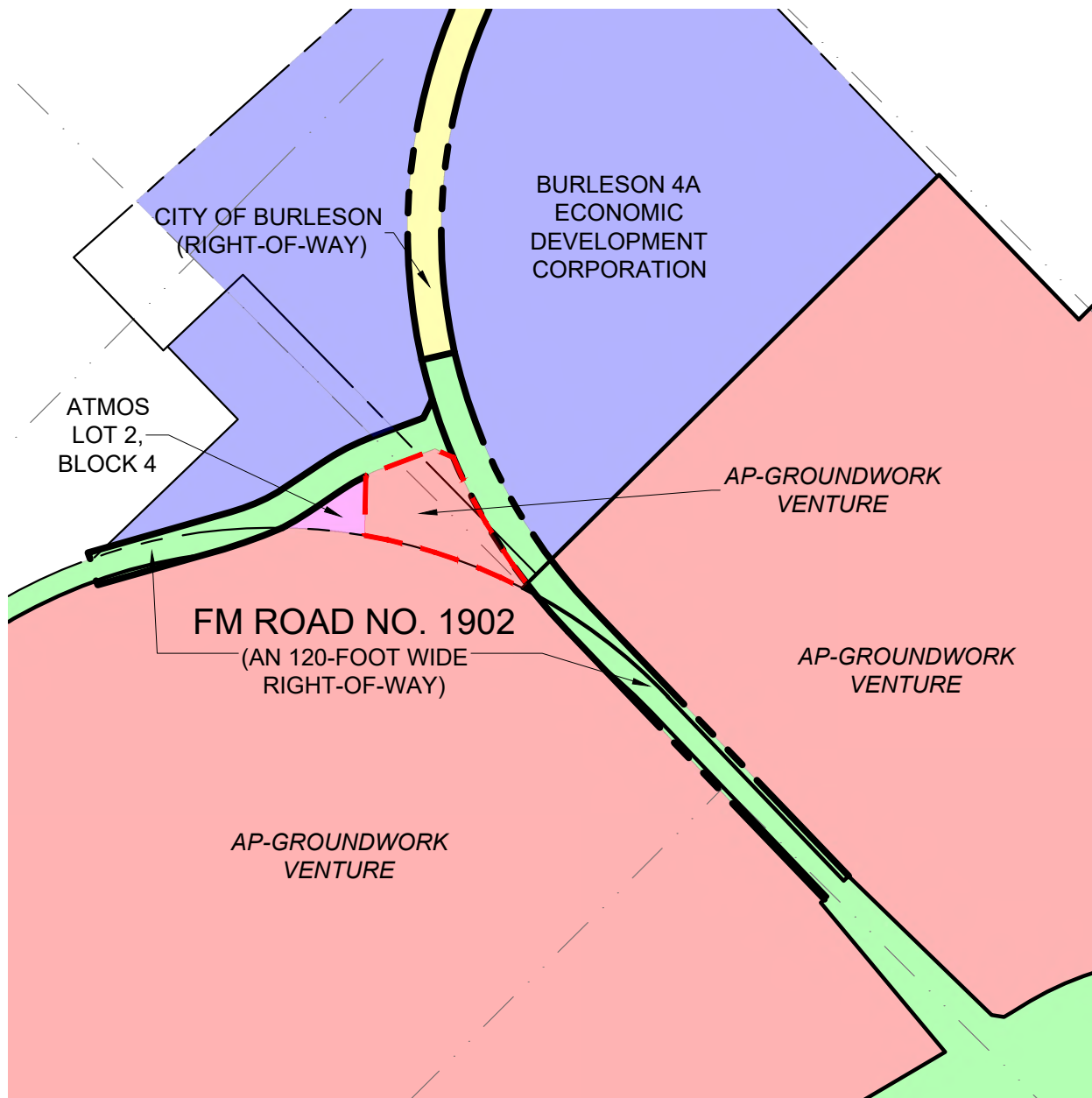
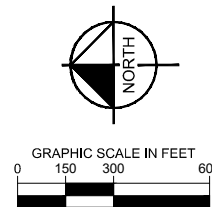
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DWG NAME
LAST SAVED



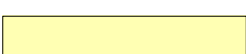
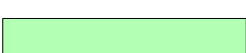

TALLGRASS
08/01/2025

EXHIBIT R

PROPOSED FM 1902/LAKEWOOD DRIVE CONFIGURATION



LEGEND

	AP LAND HOLDINGS
	BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
	CITY OF BURLESON
	TxDOT
	ATMOS

LAND OWNERSHIP - PROPOSED

Kimley»Horn

801 Cherry Street, Unit 11
Suite 1300
Fort Worth, TX 76102
817-335-8511
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

MELNIK, BRAYDEN 7/31/2025 8:01 PM
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7/31/2025 7:34 PM

PLOTTED BY
DWG NAME
LAST SAVED

TALLGRASS
08/01/2025