

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BURLESON; PROVIDING FOR THE ANNEXATION OF 80.122 ACRES OF LAND DESCRIBED IN THE WILLIAM B. CAPPS SURVEY, ABSTRACT NO.140, AS DESCRIBED IN THE WARRANTY DEED to Dennis Stanford (HEREINAFTER REFERRED TO AS STANFORD TRACT), AS RECORDED IN VOLUME 410, PAGE 590, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.); SAID ANNEXATION AREA IS LOCATED IN THE EXCLUSIVE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF BURLESON, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HERewith; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE.

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

WHEREAS, Subchapter C-3 of Chapter 43 of the Texas Local Government Code provides that a municipality may annex an area if each landowner in the area requests annexation; and

WHEREAS, the proposed annexation of the territory hereinafter described was requested by petition letter, shown herein as Exhibit "B" and submitted executed **September 2, 2025, by Srinu Geedipally of Burleson Estates, LLC**, sole owner of the Annexation Area; and

WHEREAS, Subchapter C-3 of Chapter 43 of the Texas Local Government Code requires that before adopting an ordinance annexing an area that a municipality conduct a public hearing, post notice of the public hearing on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the public hearing and that said notice must remain posted until the date of the hearing, and publish notice of the public hearing at least once in a newspaper of general circulation in the municipality and the area proposed to be annexed on or after the 20th day but before the 10th day before the date of the public hearing; and

WHEREAS, the first and final public hearing before the City Council of the City of Burleson, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City

Council Chambers at the City Hall Building, 141 W. Renfro Street in Burleson, Texas, on January 5, 2026; and

WHEREAS, notice of such first and final public hearing was published in a newspaper having general circulation in the City of Burleson, Texas, and in the hereinafter described territory on December 19, 2025, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such public hearing; and

WHEREAS, notice of such first and final public hearing was posted on the City of Burleson's Internet website, on December 19, 2025, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such public hearing, and remained posted through the date of the such public hearing; and

WHEREAS, Subchapter Z of Chapter 43 of the Texas Local Government Code requires that before adopting an ordinance annexing an area that the municipality provide written notice of the proposed annexation to each public school district located in the area proposed for annexation within the period prescribed for providing the notice of the required public hearing; and

WHEREAS, written notice of the proposed annexation was provided to the Burleson Independent School District, 1160 SW Wilshire Blvd., Burleson, Texas, 76028 on December 19, 2025, and such notice date was not more than twenty (20) days nor less than ten (10) days prior to the date of the required public hearing; and

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

WHEREAS, Chapter 43, Subchapter E, Section 43.106 of the Texas Local Government Code requires municipalities annexing a territory that includes or abuts a county road to also annex the entire width of the county road and adjacent right-of-way on both sides of the county road; and

WHEREAS, a written agreement regarding services as required by Section 43.0672 of the Texas Local Government Code is attached as Exhibit "C" (the "Service Plan"); and

WHEREAS, the hereinafter described territory contains 88.140 acres of land, more or less; and

WHEREAS, the City and owner of the Annexation Area, Burleson Estates, LLC, both find and agree that no part of the Annexation Area is located adjacent to a navigable waterway; and

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

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

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

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

SECTION 1 ANNEXATION

That all portions of the following tract (the "Annexation Area") located in Johnson County, Texas, comprising a total of 80.122 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area, being tracts of land conveyed in the warranty deed to Dennis Stanford (hereinafter referred to as Stanford tract), as recorded in Volume 410, Page 590, Deed Records, Johnson County, Texas (D.R.J.C.T.), being described and depicted in Exhibit "A" and incorporated into this Ordinance. In the event of a discrepancy between the description and the depiction, the depiction shall control.

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

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

SECTION 3 OFFICIAL MAP

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

**SECTION 4
FILING CERTIFIED COPY**

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

**SECTION 5
SERVICE PLAN**

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

**SECTION 6
INCORPORATION OF RECITALS**

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

**SECTION 7
CUMULATIVE CLAUSE**

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

**SECTION 8
SEVERABILITY CLAUSE**

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

**SECTION 9
AREAS EXCEPTED FROM ANNEXATION**

That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the

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

**SECTION 10
EFFECTIVE CLAUSE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED: the _____ day of _____,
20_____.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM &
LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

Annexation Area Metes and Bounds

BEING 80.122 acres or (3,490,128 square feet) of land in the William B. Capps Survey, Abstract Number 140, Johnson County, Texas; said 80.122 acres or (3,490,128 square feet) of land being the remaining portion of that certain tract of land described in a Warranty Deed to Dennis Stanford (hereinafter referred to as Stanford tract), as recorded in Volume 410, Page 590, Deed Records, Johnson County, Texas (D.R.J.C.T.); said 80.122 acres or (3,490,128 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northeasterly corner of the remainder of said Stanford tract, same being the Northwest corner of that certain tract of land described in a Warranty Deed to Darwin and Jennifer Kinsey (hereinafter referred to as Kinsey tract), as recorded in Book 2976, Page 105, Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), same also being the South line of that certain tract of land described in a Deed of Trust to TBEN LLC (hereinafter referred to as TBEN tract), as recorded in Instrument Number 2019-13136, O.P.R.J.C.T.;

THENCE South 09 degrees 15 minutes 27 seconds East, departing the South line of said TBEN tract, with the common line between the remainder of said Stanford tract and said Kinsey tract, a distance of 236.84 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 88 degrees 26 minutes 00 seconds East, continue with the common line between the remainder of said Stanford tract and said Kinsey tract, a distance of 207.93 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the apparent existing West right-of-way line of County Road 602 (variable width right-of-way, no record found);

THENCE South 00 degrees 07 minutes 23 seconds East with the common line between said Stanford tract and the apparent existing West right-of-way line of said County Road 602, a distance of 1117.09 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set in the South line of said Stanford tract, same being the Northeast corner of that certain tract of land described in a Warranty Deed to Billy D. Stanford (hereinafter referred to as Billy Stanford tract), as recorded in Volume 551, Page 175, D.R.J.C.T.;

THENCE South 88 degrees 43 minutes 45 seconds West, departing the existing West right-of-way line of said County Road 602, with the common line between said Stanford tract and said Billy Stanford tract, pass at a distance of 284.50 feet, the Northwest corner of said Billy Stanford tract, same being the Northeast corner of the remainder of that certain tract of land in a Warranty Deed to Thelma Ray (hereinafter referred to as Ray tract), as recorded in Volume 333, Page 195, D.R.J.C.T. and continue

with said course, the common line between said Stanford tract and said Ray tract for a total distance of 502.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northwest corner of the remainder of said Ray tract, same being the Northeast corner of that certain tract of land described as Taylor Bridge Estates, an addition to the City of Burleson, Johnson County, Texas, according to the plat recorded in Volume 9, Page 363, Slide C, Plat Records, Johnson County, Texas;

THENCE South 89 degrees 21 minutes 27 seconds West with the common between said Stanford tract and said Taylor Bridge Estates, a distance of 1015.53 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northwest corner of said Taylor Bridge Estates, same being the Northeast corner of that certain tract of land described in a Warranty Deed with Vendor's Lien to Arthur J. Speece, III and wife, Dorothy G. Speece (hereinafter referred to as Speece tract), as recorded in Volume 1775, Page 767, D.R.J.C.T.;

THENCE North 89 degrees 36 minutes 20 seconds West with the common line between said Stanford tract and said Speece tract, a distance of 1103.29 feet to a one-half inch iron rod found for the Southwest corner of said Stanford tract, same being the Southeast corner of that certain tract of land described in a Special Warranty Deed to Lori L. Sommers (hereinafter referred to as Sommers tract), as recorded in Book 2445, Page 461, O.P.R.J.C.T.;

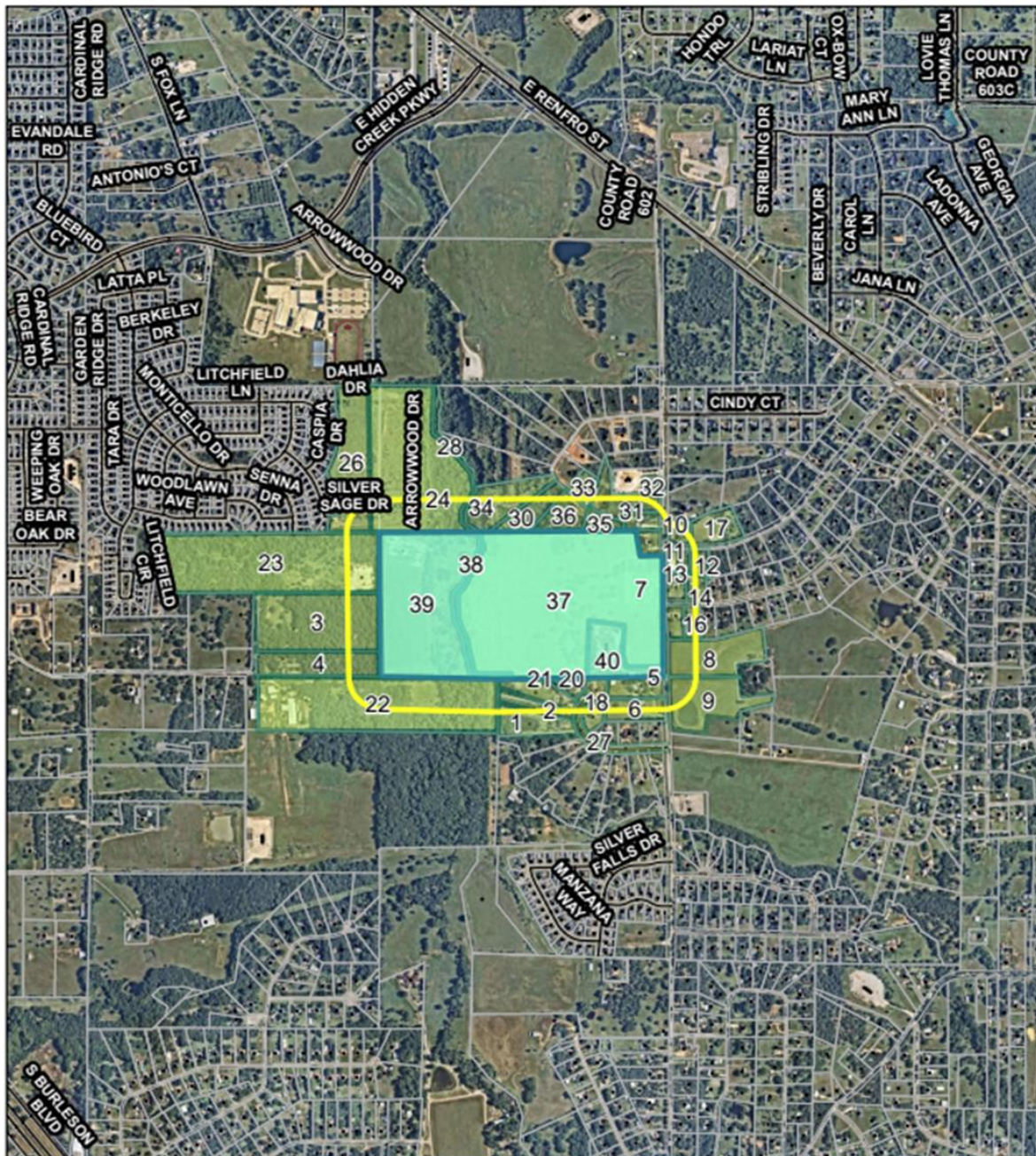
THENCE North 00 degrees 21 minutes 31 seconds West, departing the North line of said Speece tract, with the common line between said Stanford tract and said Speece tract, a distance of 194.53 feet to a five-eighths inch iron rod found for the Northeast corner of said Speece tract, same being the Southeast corner of that certain tract of land described in a General Warranty Deed to David M. Garcia and wife, Elvira G. Garcia (hereinafter referred to as Garcia tract), as recorded in Book 1684, Page 666, O.P.R.J.C.T.;

THENCE North 00 degrees 07 minutes 55 seconds East with the common line between said Stanford tract and said Garcia tract, a distance of 587.15 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northeast corner of said Garcia tract, same being the Southeast corner of that certain tract of land described in a Warranty Deed to Frances D. Lyles and Edward R. Lyles (hereinafter referred to as Lyles tract), as recorded in Book 4037, Page 654, O.P.R.J.C.T.;

THENCE North 00 degrees 14 minutes 25 seconds East with the common line between said Stanford tract and said Lyles tract, a distance of 560.21 feet to a three-eighths inch iron rod found for the Northwest corner of said Stanford tract, same being the Northeast corner of said Lyles tract, same also being in the South line of that certain tract of land described in a Special

Warranty Deed to Bloomfield Homes, LP (hereinafter referred to as Bloomfield Homes tract), as recorded in Instrument Number 2012-11328, O.P.R.J.C.T.

THENCE North 89 degrees 33 minutes 36 seconds East with the common line between said Stanford tract and said Bloomfield Homes tract, pass at a distance of 855.16 feet, the Southeast corner of said Bloomfield Homes tract, same being the Southwest corner of the aforesaid TBEN tract and continue with said course, with the common line between said Stanford tract and said TBEN tract for a total distance of 2370.36 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 80.122 acres or (3,490,128 square feet) of land.



In accordance with Texas Local Government Code Section 43.106, the entire width of any portion of County Road 602 that abuts the tract described above is hereby annexed along with the adjacent right-of-way on both sides of said portion of County Road 602.

Exhibit "B"

Request for Annexation by Owner of Annexation Area



September 2, 2025

City of Burleson
Development Services

Re: 602 Burleson Estates
Letter of Intent

To Whom it May Concern;

Please let this letter serve as a request to be annexed into the City of Burleson. Annexing into the city of Burleson would be beneficial for our proposed development by being incorporated into the city of Burleson and the associated city services. The proposed development would include developing 96 residential homes and the infrastructure associated with the development. The site would include two points of access along CR 602. An associated Zoning application would have also been included to establish the zoning for this parcel.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Srinidhi Geedipally", followed by a horizontal line.

Srinidhi Geedipally
Burleson Estates, LLC

Exhibit “C”

AGREEMENT FOR CITY OF BURLESON ANNEXATION SERVICE PLAN FOR ANNEXED AREA

Property Subject to Plan: 88.140 ACRES OF LAND, MORE OR LESS, IS HEREBY ANNEXED INTO THE CITY OF BURLESON AS A PART OF THE CITY FOR ALL MUNICIPAL PURPOSES, AND THE CITY LIMITS ARE EXTENDED TO INCLUDE SUCH ANNEXATION AREA, BEING TRACTS OF LAND CONVEYED IN THE DEED RECORDS AS FOLLOWS; A PORTION OF LAND CONVEYED TO BURLESON DEVELOPMENT INC., IN THE DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY TEXAS, (D.JR.C.T), BEING DESCRIBED AND DEPICTED IN EXHIBIT “A” AND INCORPORATED INTO THIS ORDINANCE.

Location: Approximate 1500 County Road 602

County: Johnson

This Agreement is entered into between the City of Burleson (“City”) and **Burleson Estates, LLC** (“Owners”) pursuant to Section 43.0672 of the Texas Local Government Code. The parties agree that no part of the Annexation Area is located adjacent to a navigable waterway. The parties agree to the provision of services set forth below.

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

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

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

1. POLICE PROTECTION

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

Area based on population growth, predicted future growth, call volume and response times.

2. FIRE PROTECTION AND AMBULANCE SERVICE

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

3. SOLID WASTE COLLECTION

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

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

At the time of this annexation, this property is served by Bethesda Water Corporation. Maintenance of Bethesda water lines shall remain their responsibility. Any and all water or waste water facilities owned or maintained by the City of Burleson, Texas, at the time of annexation shall continue to be maintained by the City of Burleson, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Burleson, Texas, to the extent of its ownership. The newly annexed existing water mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the public, and which are owned by the City of Burleson, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Burleson, Texas, pursuant to the current rules, regulations and fees of the City of Burleson, Texas.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Burleson, Texas, is not aware of the existence of any public parks, public playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such public parks, public playgrounds, or public swimming pools do exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains public parks, public playgrounds and public swimming pools and other similar areas of the City now incorporated in the City of Burleson, Texas.

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

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

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

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

1. LIBRARY SERVICES

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

2 MUNICIPAL ADMINISTRATION

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

3. ENFORCEMENT OF CODES AND ORDINANCES

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

investigated by existing personnel.

4. INSPECTION SERVICES

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

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

In addition to the services listed above, the City of Burleson, Texas will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City no later than two and one-half (2-½) years after the effective date of the annexation except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service. If full municipal services cannot be reasonably provided within the aforementioned time period, the City of Burleson, Texas will propose a schedule for providing said services within a period of four and one-half (4-½) years after the effective date of the annexation, and/or upon commencement of development of a land subdivision within the Annexation Area, whichever occurs later.

1. GENERAL

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

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

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the

corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

The area to be annexed is currently served by another water provider with a Certificate of Convenience and Necessity. If further development occurs that warrants extension or expansion of the City's water main, such extension or expansion will be implemented in accordance with the City's utility policies and Water and Wastewater Master Plan. Upon connection to existing mains, water will be provided at rates established by the water service provider.

4. WASTE WATER SERVICES

The area to be annexed is currently not in the City's Certificate of Convenience and Necessity. Current plans for development of the Annexed Area do not warrant extension of wastewater lines. The City of Burleson, Texas will undertake to provide waste water mains for points of connection for serviceable extensions, and/or contract with other utilities to provide service, for the establishment of water and wastewater service within the Annexation Area pursuant to the City's standard wastewater extension policies now in existence or as may be amended by the City Council. Upon connection to existing mains, waste water services will be provided at rates established by the City.

5. ROADS AND STREETS

The City of Burleson, Texas, with cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as provided in areas of similar topography, land use and population density within the present corporate limits of the City of Burleson, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density to the annexed property. Developers will be required, pursuant to the ordinances of the City of Burleson, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Burleson, Texas.

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

To the extent that it becomes necessary due to development demands, population growth, and a bona fide need, the City Council of the City of Burleson, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

IV. SPECIFIC FINDINGS

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

AGREED TO AND APPROVED ON THIS ____ DAY OF _____, 2026.

City of Burleson, Texas

Mayor

ATTEST:

City Secretary

AGREED:

BURLESON ESTATES, LLC

By: _____

Print: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is

subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Notary Seal]

Notary Public, State of Texas