

Economic Development Corporation (Type A) Agenda

Monday, April 21, 2025 4:30 PM City Hall - 141 W. Renfro Burleson, TX 76028

1. CALL TO ORDER

2. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the Board on an item NOT posted on the agenda, shall speak during this section. A speaker card must be filled out and turned in to the City Secretary prior to addressing the Board. Each speaker will be allowed three minutes to speak.

Each person in attendance who desires to speak on an item posted on the agenda shall speak when the item is called forward for consideration.

3. **GENERAL**

- A. Consider and take possible action on the minutes from the March 24, 2025 Economic Development Corporation (Type A) meeting. (Staff Contact: Lisandra Leal, Assistant City Secretary)
- B. Consider and take possible action on a first amendment and restatement of the Chapter 380 and economic development and performance agreement (CSO#1775-06-2021) for Chisholm Summit between the City of Burleson, the Burleson 4A Economic Development Corporation and the developer. (Staff Contact: Eric Oscarson, Deputy City Manager)
- Consider and take possible action on a resolution recommending a contract with Land Design, Inc. for the design of Type A corporation property and Phase I of the community park in the amount of \$320,000 with a contingency of \$32,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)

4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

5. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the Board may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The Board may reconvene into open session and take action on posted items.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting

economic development negotiations pursuant to Section 551.087, Texas Government Code

6. **ADJOURN**

CERTIFICATE

I hereby certify that the above agenda was posted on this the 16th of April 2025, by 6:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.





Economic Development Corporation (Type A)

DEPARTMENT: City Secretary's Office

FROM: Lisandra Leal, Assistant City Secretary

MEETING: April 21, 2025

SUBJECT:

Consider and take possible action on the minutes from the March 24, 2025 Economic Development Corporation (Type A) meeting. (Staff Contact: Lisandra Leal, Assistant City Secretary)

SUMMARY:

The Burleson 4A Economic Development Corporation Board duly and legally met on March 24, 2025 for a regular meeting.

RECOMMENDATION:

1) Board may approve the minutes as presented or approve with amendments.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Lisandra Leal, TRMC Assistant City Secretary <u>Ileal@burlesonts.com</u> 817-426-9687

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION March 24, 2025 DRAFT MINUTES

BOARD MEMBERS PRESENT:

BOARD MEMBERS ABSENT:

Larry Scott, Place 1
Phil Anderson, Place 2
Dan McClendon, President, Place 3
Alexa Boedeker, Place 4
Adam Russell, Vice-President, Place 5

Staff present:

Tommy Ludwig, City Manager Harlan Jefferson, Deputy City Manager Eric Oscarson, Deputy City Manager Amanda Campos, City Secretary Lisandra Leal, Assistant City Secretary

1. <u>CALL TO ORDER</u> - 4:31 P.M.

President Dan McClendon called the meeting to order. Time: 4:31 P.M.

2. CITIZEN APPEARANCE

No speakers.

3. GENERAL

A. Consider and take possible action on the minutes from the January 21, 2025 Economic Development Corporation (Type A) meeting. (Staff Contact: Monica Solko, Deputy City Secretary)

Motion by Adam Russell and seconded by Larry Scott to approve.

Motion passed 5-0

B. Consider and take possible action on a resolution authorizing a land sale contract between Burleson 4A Economic Development Corporation and Paris Baguette U.S.A. for a 7-acre tract located in Highpoint Business Park on Vantage Drive near FM 917. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, presented a resolution to the board.

Motion by Adam Russell and seconded by Alexa Boedeker to approve.

4A Minutes 03.24.25

Motion passed 5-0

Dan McClendon, Board President announced that items 3C and 3D will be presented together but voted on separately.

C. Consider and take possible action on a resolution authorizing a land sale contract between Burleson 4A Economic Development Corporation and 1451, LLC for a 7-acre tract located in Highpoint Business Park on Vantage Drive near Cirrus Drive. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, presented a resolution to the board.

Motion by Phil Anderson and seconded by Alexa Boedeker to approve.

Motion passed 5-0

D. Consider and take possible action on a Performance Agreement between the Burleson 4A Economic Development Corporation and KMP Plumbing, LLC., Inc. for a 20,000 square foot service center and corporate headquarters facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. (Staff Presenter: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, presented an agreement to the board.

Motion by Adam Russell and seconded by Phil Anderson to approve.

Motion passed 5-0

4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

None.

5. RECESS INTO EXECUTIVE SESSION

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code.
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code.
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

No executive session needed.

4A Minutes 03.24.25

6. ADJOURNMENT

There being no further discussion President Dan McClendon adjourned the meeting.

Time: 4:43 P.M.

Lisandra Leal Assistant City Secretary





Economic Development Corporation (Type A)

DEPARTMENT: City Manager's Office

FROM: Eric Oscarson, Deputy City Manager

MEETING: April 21, 2025

SUBJECT:

Consider and take possible action on a first amendment and restatement of the Chapter 380 and economic development and performance agreement (CSO#1775-06-2021) for Chisholm Summit between the City of Burleson, the Burleson 4A Economic Development Corporation and the developer. (Staff Contact: Eric Oscarson, Deputy City Manager)

SUMMARY:

Chisholm Summit is an approximate 807-acre master-planned community contemplating 3,066 residential units, with a mix of single-family and townhome/senior living/ multifamily housing types. The other elements of the development include over 10 miles interconnected trails, 100 acres of dedicated Park land, a community park, pocket parks, an equestrian center, passive & natural areas, and commercial nodes.

The original agreement was executed on June 7, 2021, and included:

- Includes details of the project as previously discussed
- Entire property will be annexed into the city
- Property will be zoned PD
- City will fund the construction of Lakewood, a lift station, force main, and gravity sewer to support the business park and surrounding development
- RA Development will build a portion of those improvements on behalf of the city
- Developer will seek to create a maintenance PID to fund maintenance of public improvements
- Dedicate 3 acres for future FS4

As the project has progressed, the city and the developer identified the need for some adjustments to the agreement and the following changes are recommended:

- Update property ownership and all exhibits
- Require HOA to maintain all parks, trails, public parkland and public ROW, which will include landscaping along major roadways (Lakewood/1016) and internal corridors. Originally maintained by PID
- PID will be a capital PID
- City will be responsible for the capital improvements at the public parks in the future

- Update annexation schedule
- Update ROW dedication to include the developer dedicating proportionate share of ROW along all major corridors at no cost to the city. Previously only Lakewood Blvd.
- Update sewer fee language to clarify that the developer must pay sewer impact fees, and the fees may be amended by Fort Worth or the City.
- Update language stating that the city is managing construction of certain sewer improvements
- Future Lift Station will be designed and constructed by the city. RA Development will be responsible for its proportionate share of construction based on the size of lift station.
 - 1.4 MGD or less, City's participation is no more than 50%, with RA Development participating at no less than 50% or pro rate share of capacity.
 - o Greater than 1.4 MGD, RA Development will participate at pro rata share.
 - Design must be completed by end of 2026, and construction complete by December 2028.
 - Either party can cause the initiation of the construction and provide 24 months for construction to be completed.
 - RA Development will provide the property/easements/ROW required for the LS and force main at no cost.
- 50% of parkland must have slopes between 2-5% and be well drained.
- Add language to clarify that roadway projects that are constructed as part of this development that are included in the Mobility Plan (1016), are eligible for roadway impact fee credits.
- Updates the exact location of the public safety land for FS4 to include approximately 8 acres.
- Added language on construction of roadways (not Lakewood) with regards to ROW dedication and construction requirements.
- Update Attachments

RECOMMENDATION:

Approval of the amendment

PRIOR ACTION/INPUT (Council, Boards, Citizens):

June 7, 2021 – City Council approved the agreement

REFERENCE:

CSO# 1775-06-2021

FISCAL IMPACT:

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837





Chisholm Summit 380 Amendment

4A BOARD

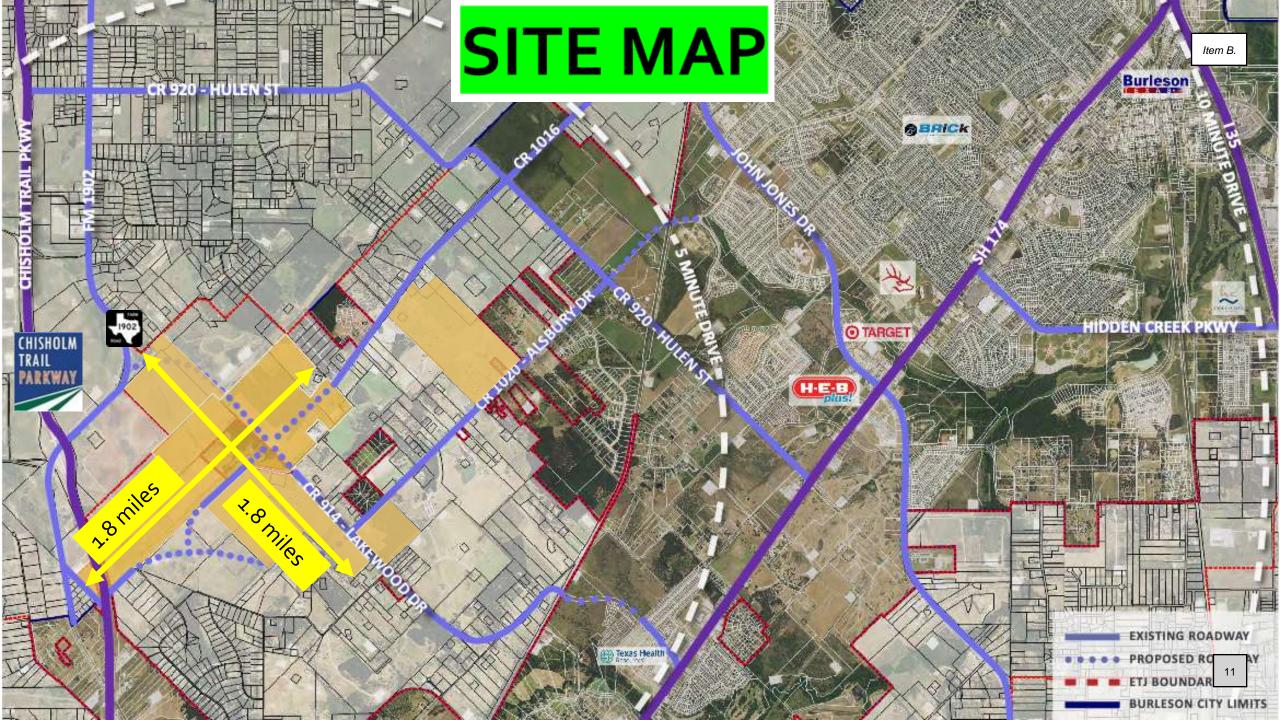
APRIL 7, 2025

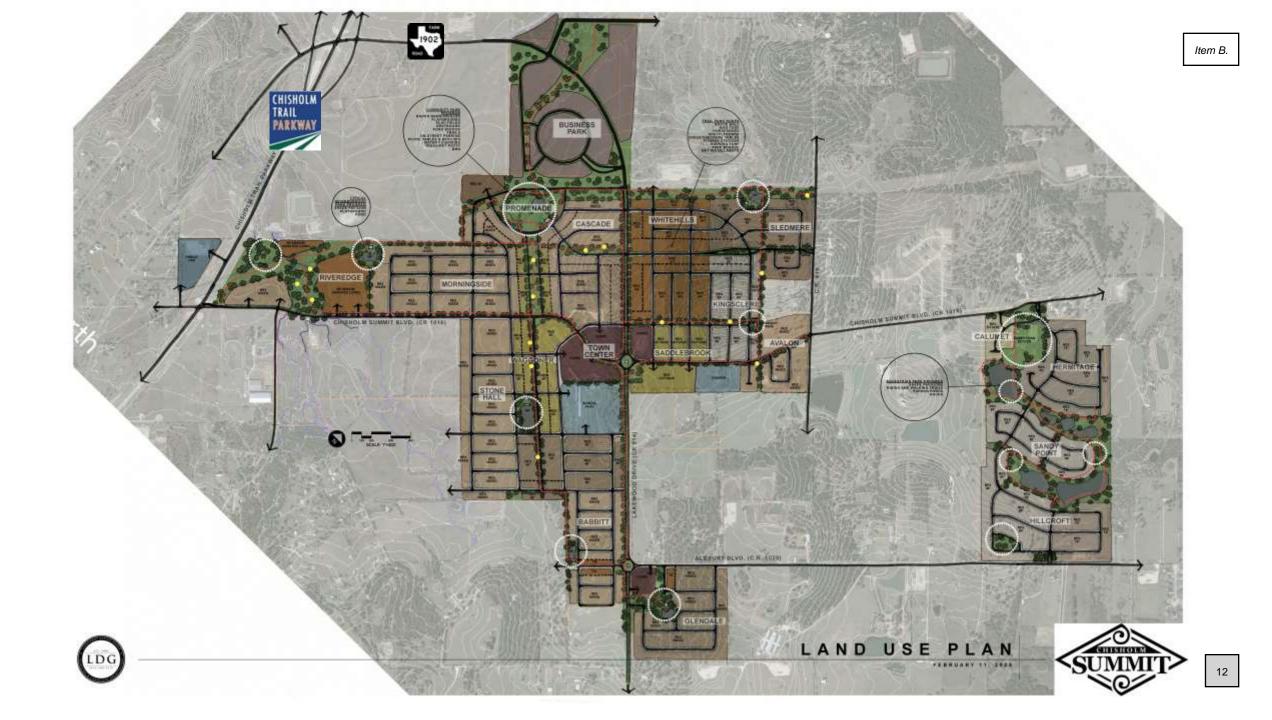
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Chisholm Summit Summary

Chisholm Summit is an approximate 807-acre master-planned community contemplating 3,066 residential units, with a mix of single-family and townhome/senior living/ multifamily housing types. The other elements of the development are:

- Over 10 miles interconnected Trail System
- 100 acres dedicated Park land
 - Community Park, Pocket Parks, Trail Parks
 - Equestrian Center
 - Passive & Natural Areas
- 28 acres Commercial nodes
 - Neighborhood services at high-traffic corners
 - Central node "Chisholm Square"









Original Chisholm Summit 380 Agreement

- Initially executed June 7, 2021
- Includes details of the project as previously discussed
- Entire property will be annexed into the city
- Property will be zoned PD
- City will fund the construction of Lakewood, a lift station, force main, and gravity sewer to support the business park and surrounding development
- RA Development will build a portion of those improvements on behalf of the city
- Developer will seek to create a maintenance PID to fund maintenance of public improvements
- Dedicate 3 acres for future FS4

Amended Chisholm Summit 380 Agreement

- Update property ownership and all exhibits
- Require HOA to maintain all parks, trails, public parkland and public ROW, which will include landscaping along major roadways (Lakewood/1016) and internal corridors.
 Originally maintained by PID
- PID will be a capital PID
- City will be responsible for the capital improvements at the public parks in the future
- Update annexation schedule
- Update ROW dedication to include the developer dedicating proportionate share of ROW along all major corridors at no cost to the city. Previously only Lakewood Blvd.
- Update sewer fee language to clarify that the developer must pay sewer impact fees, and the fees may be amended by Fort Worth or the City.
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Amended Chisholm Summit 380 Agreement



- Future Lift Station will be designed and constructed by the City. RA
 Development will be responsible for its proportionate share of
 construction based on size of lift station.
 - 1.4 MGD or less, City's participation is no more than 50%, with RA Development participating at no less than 50% or pro rate share of capacity.
 - Greater than 1.4 MGD, RA Development will participate at pro rata share.
 - Design must be completed by end of 2026, and construction complete by December 2028.
 - Either party can cause the initiation of the construction and provide 24 months for construction to be completed.
 - RA Development will provide the property/easements/ROW required for the LS and force main at no cost.

Amended Chisholm Summit 380 Agreement

- 50% of parkland must have slopes between 2-5% and be well drained.
- Add language to clarify that roadway projects that are constructed as part of this development that are included in the Mobility Plan (1016), are eligible for roadway impact fee credits.
- Updates the exact location of the public safety land for FS4 to include approximately 8 acres.
- Added language on construction of roadways (not Lakewood) with regards to ROW dedication and construction requirements.
- Update Attachments



Requested Actions

 Approve the amendment to the Chapter 380 Agreement between the City of Burleson Economic Development Corporation and RA Development.



Questions?

CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
R.A. DEVELOPMENT, LTD., BURLESON DEVELOPMENT, INC.,
B & G SOUTH METRO, LP, ROCKY BRANSOM,
ROCKY BRANSOM ET UX ANGELA, ROCKY AND ANGELA BRANSOM,
ALTA BURL, LP, JANICE YVONNE JACKSON, AND
THE JACKSON FAMILY TRUST FOR CHISHOLM SUMMIT

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

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

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

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

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

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

- WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and
- WHEREAS, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and
- WHEREAS, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and
- WHEREAS, Burleson Development Inc. owns the real property depicted on Exhibit A-1, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Alta Burl LP owns the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and
- WHEREAS, Jackson Family Trust owns the real property depicted on **Exhibit A- 3**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Janice Yvonne Jackson owns the real property depicted on **Exhibit A-4**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, B&G South Metro LP owns the real property depicted on **Exhibit A- 5**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Rocky Bransom owns the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Rocky and Angela Bransom own the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and
- WHEREAS, R.A. Development, Ltd., owns the real property depicted on <u>Exhibit</u> <u>A-8</u>, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and

- WHEREAS, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any property they own within Chisholm Summit under the terms set forth in this Agreement; and
- **WHEREAS**, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and
- **WHEREAS**, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and
- **WHEREAS**, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and
- **WHEREAS**, planned development zoning will occur concurrently with annexation; and
- WHEREAS, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and
- WHEREAS, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and
- WHEREAS, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and
- WHEREAS, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and
- WHEREAS, Developer intends to dedicate a three acre tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and
- WHEREAS, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails in Chisholm Summit; and

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

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

ARTICLE 1. RECITALS AND EXHIBITS

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

Exhibit A – Chisholm Summit Real Estate Location Map

Exhibit A-1 – Burleson Development Inc Parcel Location Map

Exhibit A-2 – Alta Burl LP Parcel Location Map

Exhibit A-3 – Jackson Family Trust Parcel Location Map

Exhibit A-4 – Janice Yvonne Jackson Parcel Location Map

Exhibit A-5 – B&G South Metro LP Parcel Location Map

Exhibit A-6 – Rocky Bransom Parcel Location Map

Exhibit A-7 - Rocky & Angela Bransom Parcel Location Map

Exhibit A-8 – RA Development Ltd Parcel Location Map

Exhibit A-9 – Hooper & Co Parcel Location Map

Exhibit B – Preliminary Concept Plan

Exhibit C – Development Standards

Exhibit D – Parks and Trails Plan

Exhibit E – Roadway Improvements

Exhibit F – Sewer Improvements

Exhibit G – Annexation Plan/Development Sections

ARTICLE 2. AUTHORIZATION

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

ARTICLE 3. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Sewer Improvements" means the sewer lines and lift stations set forth on $\underline{\textbf{Exhibit}}$ $\underline{\textbf{F}}$ to be funded by the BEDC.

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

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

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

ARTICLE 4. TERM

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

ARTICLE 5. DEVELOPMENT OF THE PROPERTY

5.1 Private Improvements.

- (a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G**. Construction of Development Section A Private Improvement shall commence no later than January 1, 2022 and be Substantially Complete no later than December 31, 2022. Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.
- 5.2 **<u>Development</u>**. Development of the Property shall be governed by the following regulations (collectively, the "Governing Regulations"):
 - (i) the Preliminary Concept Plan, which Preliminary Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code:
 - (ii) the Final Concept Plan approved as part of the planned development sections for each phase;
 - (iii) the Development Standards;
 - (iv) the Subdivision and Development Ordinance and Design Standards Manual:
 - (v) the Building Codes;
 - (vi) the Approved Plats; and
 - (vii) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the city.

5.3 **Preliminary Concept Plan.**

- (a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B**.
- (b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:
 - (i) the revised Preliminary Concept Plan is approved in writing by Developer; and
 - (ii) the revised Preliminary Concept Plan is approved by the City Council; and

- (iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.
- (c) The Preliminary Concept Plan must at all times:
 - (i) Include no less than 90 acres of parkland;
 - (ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and
 - (iii) Maintain the roadway alignments.
- (d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.
- 5.4 <u>Development Standards Revisions</u>. The Development Standards may be revised by two methods:
 - (i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:
 - (1) is not contrary to the public interest;
 - (2) does not cause injury to adjacent property;
 - (3) does not materially adversely affect the quality of development; and
 - (4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or
 - (ii) Developer and the City may amend this Agreement to revise the Development Standards.
- 5.5 <u>State and Federal Requirements</u>. Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.
- 5.6 Homeowner's Association Required.

- (a) Developer shall create a single Homeowner's Association for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.
- (b) The Homeowner's Association shall own and be responsible for the maintenance of the Private Infrastructure.
- (c) The Homeowner's Association shall have covenants and bylaws, which must submitted to the City for its records. The Homeowner's Association shall require the payment of dues and assessments to maintain the Private Infrastructure. The Homeowner's Association covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the Homeowner's Association must be recorded with the County Clerk for Johnson County, Texas.

ARTICLE 6. FULL PURPOSE ANNEXATION

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

ARTICLE 7. ROADWAY IMPROVEMENTS

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

7.2 Design of Roadway Improvements.

- (a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.
- (b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.
- (c) Reimbursement for Design Costs. The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:
 - (i) Completion of survey;
 - (ii) 30%/Conceptual design;
 - (iii) 60% design;
 - (iv) 90% design; and
 - (v) 100%/Final design.

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

- (d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.
 - (e) **Ownership.** The City shall own all design plans.
- (f) Approval and Review of Design. The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

- (i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design on Roadway Improvements City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design on Roadway Improvements City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Design on Roadway Improvements City shall have seven (7) calendar days to review and determine approval.

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

7.3 Dedication of Right-of-Way.

- (a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.
- (b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property.
- (c) Roadway Improvements Conveyance. All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.
- 7.4 <u>Fees.</u> Roadway impact fees shall be assessed according to the Burleson Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.
- 7.5 <u>Community Facility Contract (CFC)</u>. The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.
- 7.6 Roadway Improvement Construction Schedule.

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

- (a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One FM 1902 to Existing CR 1016, (ii) Phase Two Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four Median Improvements and Sidewalks.
- (b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.
- (c) End of Construction. Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2023. Developer shall complete the landscaping portion of the Roadway Improvements by March 31, 2024.

7.7 Reimbursement for Construction Costs of Roadway Improvements.

- (a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.
- (b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.
- (c) Developer Reimbursement Schedule for Construction of Roadway. The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

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

ARTICLE 8. SEWER IMPROVEMENTS

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

8.2 Design of Sewer Improvements.

- (a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans be shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.
- (b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.
- (c) Reimbursement for Design Costs. The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:
 - (i) Completion of survey;
 - (ii) 30%/Conceptual design;
 - (iii) 60% design;
 - (iv) 90% design; and
 - (v) 100%/Final design.

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

- (d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.
 - (e) **Ownership.** The City shall own all design plans.
- (f) Approval and Review of Design. The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:
 - (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) City shall have fourteen (14) calendar days to review and determine approval.
 - (ii) 60% of Completion of Design of Sewer Improvements City shall have thirty (30) calendar days to review and determine approval.
 - (iii) 90% of Completion of Design of Sewer Improvements City shall have twenty-one (21) calendar days to review and determine approval.
 - (iv) Final Design/100% of Completion of Sewer Improvements City shall have seven (7) calendar days to review and determine approval.

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

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

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

- (a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.
- (b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.
- 8.4 <u>Fees.</u> Sewer impact fees shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated May 8, 2018, or as may be amended. All other fees associated with the construction of the Sewer Improvements shall be waived.
- 8.5 <u>Community Facility Contract (CFC)</u>. The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction.
- 8.6 <u>Sewer Improvement Construction Schedule</u>. The construction of the Sewer Improvements shall be according to the following schedule:
- (a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:
 - (i) Phase One Panchasarp Farms to County Road 914A,
 - (ii) Phase Two County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
 - (iii) Phase Three County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.
- (b) **Start of Construction.** Developer shall begin construction of Phase One of the Sewer Improvements by June 30, 2022.
- (c) **End of Construction.** Developer shall complete construction of the Sewer Improvements by December 31, 2023.
- 8.7 Reimbursement for Construction Costs of Sewer Improvement.

- (a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.
- (b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.
- (c) **Developer Reimbursement Schedule for Construction of Sewer Improvements.** The City shall reimburse the Developer for approved costs based on the Developer's bi-monthly request, with payment to be made in the amount of the cost of the request within twenty business (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Sewer Improvements shall be treated as individual projects as it relates to payments.

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

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

ARTICLE 9. PARKLAND IMPROVEMENTS

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

- 9.2 Park and Trail Plan. The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails Plan shall be included with each Approved Plat for each phase, subject to approval by the City Council. The Final Parks and Trails Plan shall be in full conformance with the Development Standards attached as Exhibit C and shall be subject to approval by the City Council. Although the Final Parks and Trails Plan is submitted in conjunction with the plat, approval by the City Council is not ministerial, and when approved shall be considered an amendment to this Agreement.
- 9.3 <u>Construction of Parkland Improvements</u>. The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the Roadway Improvements, and Sewer Improvements of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.
- 9.3 <u>Maintenance of Parks and Trails</u>. The Public Improvement District created pursuant to Section 10 below will fund park maintenance.

ARTICLE 10. PUBLIC IMPROVEMENT DISTRICT

- 10.1 <u>Creation</u>. Within 180 days after the Effective Date, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.
- 10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer for capital expenditures to construct parks and trails and to provide maintenance for Chisholm Summit parks and trails dedicated to the public.

ARTICLE 11. DEDICATION FOR PUBLIC SAFETY

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

ARTICLE 12. DEFAULT AND REMEDIES

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

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

- 12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.
- 12.3 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 13. DEBT ISSUANCE

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

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

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

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

ARTICLE 15. AUTHORITY; COMPLIANCE WITH LAW

- 15.01 Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.
- 15.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.
- 15.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.
- 15.04 Developer shall remain current on all ad valorem taxes owed by him to the City and other taxing jurisdictions subject to his right to protest under the Tax Code.

ARTICLE 16. RIGHT OF OFFSET

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

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

ARTICLE 17. VENUE AND GOVERNING LAW

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

ARTICLE 18. FORCE MAJEURE

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

ARTICLE 19. GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

- 16.01 **No Benefit.** Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 16.02 **Right of Reimbursement.** Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 20. ASSIGNMENT

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

ARTICLE 21. INDEMNIFICATION

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

ARTICLE 22. NO JOINT VENTURE

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

ARTICLE 23. RECORDATION AND APPLICABILITY TO PROPERTY

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

ARTICLE 24. CHANGES IN STATE OR FEDERAL LAWS

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

ARTICLE 25. ADDITIONAL DOCUMENTS AND ACTS

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

ARTICLE 26. INTERPRETATION

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

ARTICLE 27. AUTHORITY TO EXECUTE

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

ARTICLE 28. TAKINGS IMPACT ASSESSMENT

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

ARTICLE 29. DETERMINATION OF ROUGH PROPORTIONALITY

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

ARTICLE 30. PRIOR DEVELOPMENT AGREEMENTS

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

- (a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;
- (b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;
- (c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;
- (d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and

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

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

ARTICLE 31. MISCELLANEOUS MATTERS

- 31.01 **Time is of Essence.** Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 31.02 **Agreement Subject to Law.** This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.
- 31.04 **Counterparts Deemed Original.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 31.05 **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 31.06 **Complete Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 31.07 **No Waiver.** Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.
- 31.08 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt

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

Developer: R.A. Development, Ltd.

236 E. Ellison St. Burleson, TX 76028

City: City Manager

City of Burleson, Texas

141 West Renfro

Burleson, Texas 76028

With a copy to: Betsy Elam

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place, Suite 200 Fort Worth, Texas 76107

BEDC: Burleson EDC President

141 West Renfro

Burleson, Texas 76028

With a copy to: Betsy Elam

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place, Suite 200

Fort Worth, Texas 76107

CURRENT OWNERS:

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

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

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

Rocky Bransom et ux Angela

236 E. Ellison St. Burleson, TX 76028

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

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

Janice Yvonne Jackson 1517 CR 914 Burleson, TX 76028

The Jackson Family Trust 1517 CR 914 Burleson, TX 76028

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

[Signature pages to follow]

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

CITY OF BURLESON

Date: 6/4/z

STATE OF TEXAS COUNTY OF JOHNSON

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

This instrument was acknowledged before me on June 1, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By:

Name: Day MyCU

Title: Board President

Date: 11110 9, 25

STATE OF TEXAS
COUNTY OF Johnson Tarrent

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

[Notary Seal]

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

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

Bransom Management, LLC By:

Its general partner

Date: 6-9-21

STATE OF TEXAS COUNTY OF Johnson

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

[Notary Seal]

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

BURLESON DEVELOPMENT, INC. a Texas corporation

Pocky Bransom

its President and Director

STATE OF TEXAS
COUNTY OF Shoso

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

[Notary Seal]

Notary Rublic, State of Texas

B & G South Metro, LP a Texas limited partnership

By: B.G.S.M. Management Company, LLC

Its general partner

Bv:

Rocky Bransom, its Member

Date:

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 1, 2021 by Rocky Bransom, known personally by me to be a member of B.G.S.M. Management Company, LLC the general partner of B & G South Metro, LP, on behalf of said entity.

[Notary Seal]

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

Notary Public. State of Texas

RO	CKY	RR	ANG	OM

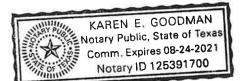
y: Danky Dank

Date: 6-9-2(

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on <u>Sone O</u>, 2021 by Rocky Bransom, known personally by me.

[Notary Seal]



Notary Public, State of Texas

et ux ANGELA

Angela Branson

Date: 6-9-21

STATE OF TEXAS COUNTY OF JOHNSON

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

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

Notary Public, State of Texas

ROCKY and ANGELA BRANSOM

Rocky Brans

Date: 6-9-21

STATE OF TEXAS COUNTY OF Johnson

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

[Notary Seal]



Notary Public, State of Texas

Angela Branson

Date: <u>64-7-1</u>

STATE OF TEXAS COUNTY OF JOHNSON

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

Notary Public, State of Texas

Alta Burl, LP a Texas limited partnership

By: Eyesight Ventures, LLC Its general partner

By

David C. Shanks, its Manager

6/10/2021

Date:

STATE OF TEXAS ALASKA COUNTY OF 3vd Judicial district

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

Notary Public,

Notary Public, State of Texas AL

JANICE YVONNE JACKSON
By: Janice Yvonne Jackson
Date: 6-10-2021
STATE OF TEXAS TONSON
This instrument was acknowledged before me on <u>6-10</u> , 2021 by Janice Yvonne Jackson, known personally by me.
Notary Public, State of Texas Comm. Expires 01-25-2023 Notary ID 1070640-8 Notary ID 1070640-8
By: Anice frame ackson, a Trustee Date: 6-10-2021
STATE OF TEXAS COUNTY OF Johnson
This instrument was acknowledged before me on <u>(0 - 10)</u> , 2021 by Janice Yvonne Jackson, known personally by me to be a trustee of the Jackson Family Trust.
[Notary Seal]
Notary Public, State of Texas

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

Exhibit A Chisholm Summit Real Estate Location Map

EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

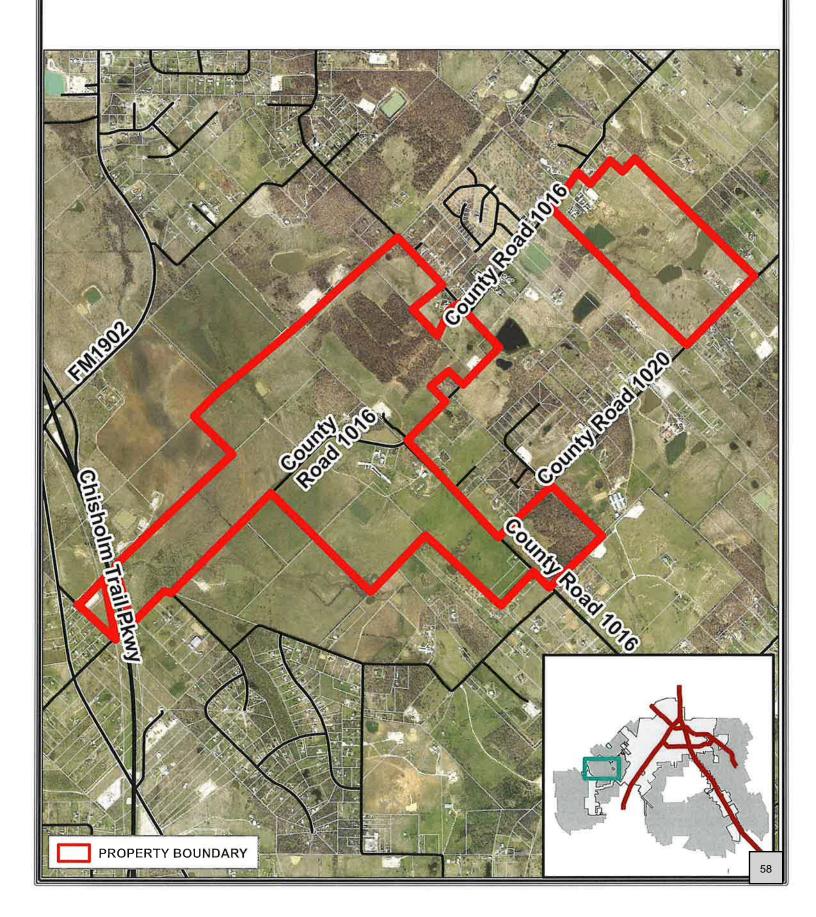


Exhibit A-1 Burleson Development Inc Parcel Location Map

EXHIBIT A - 1 BURLESON DEVELOPMENT INC. PARCEL LOCATION MAP

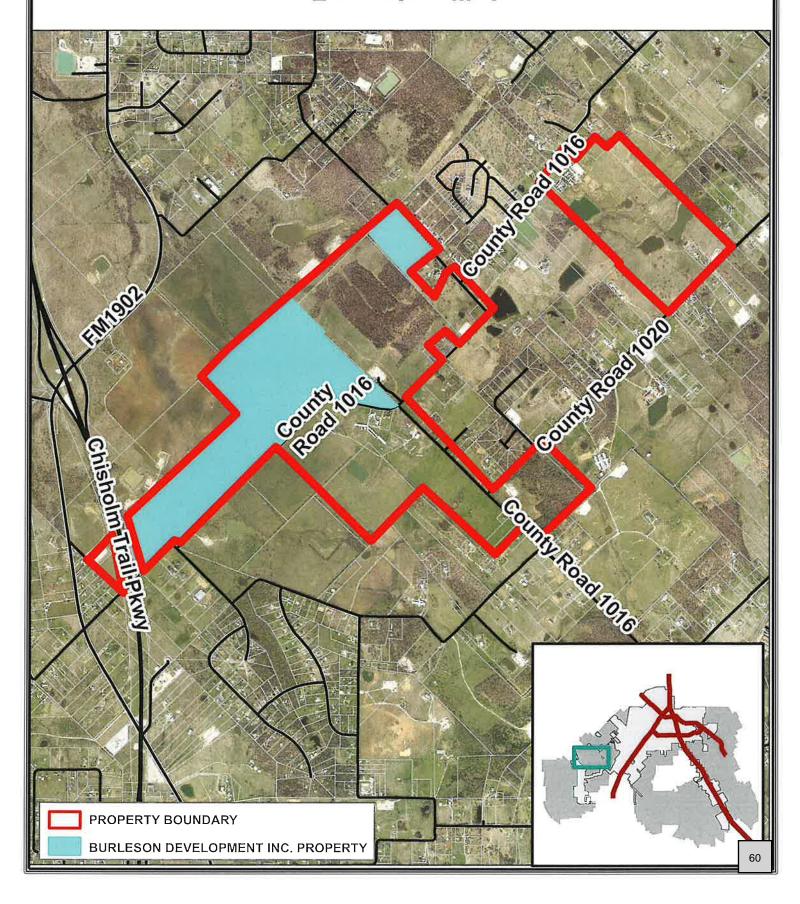


Exhibit A-2 Alta Burl LP Parcel Location Map

EXHIBIT A - 2 ALTA BURL LP PARCELS LOCATION MAP

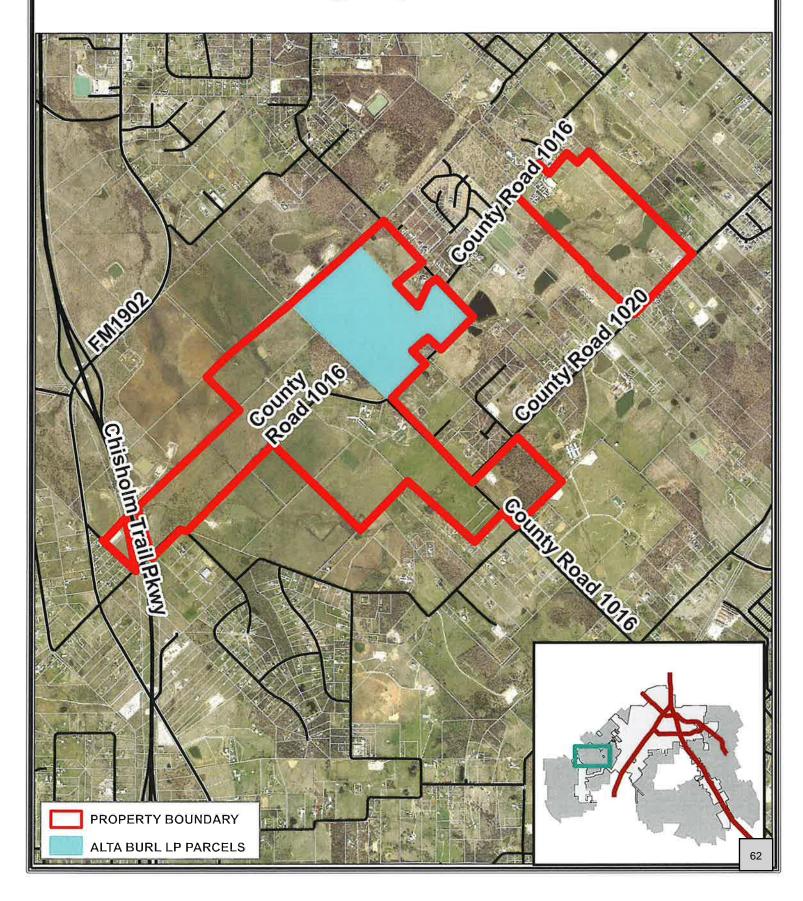


Exhibit A-3 Jackson Family Trust Parcel Location Map

EXHIBIT A - 3 JACKSON FAMILY TRUST PARCELS LOCATION MAP

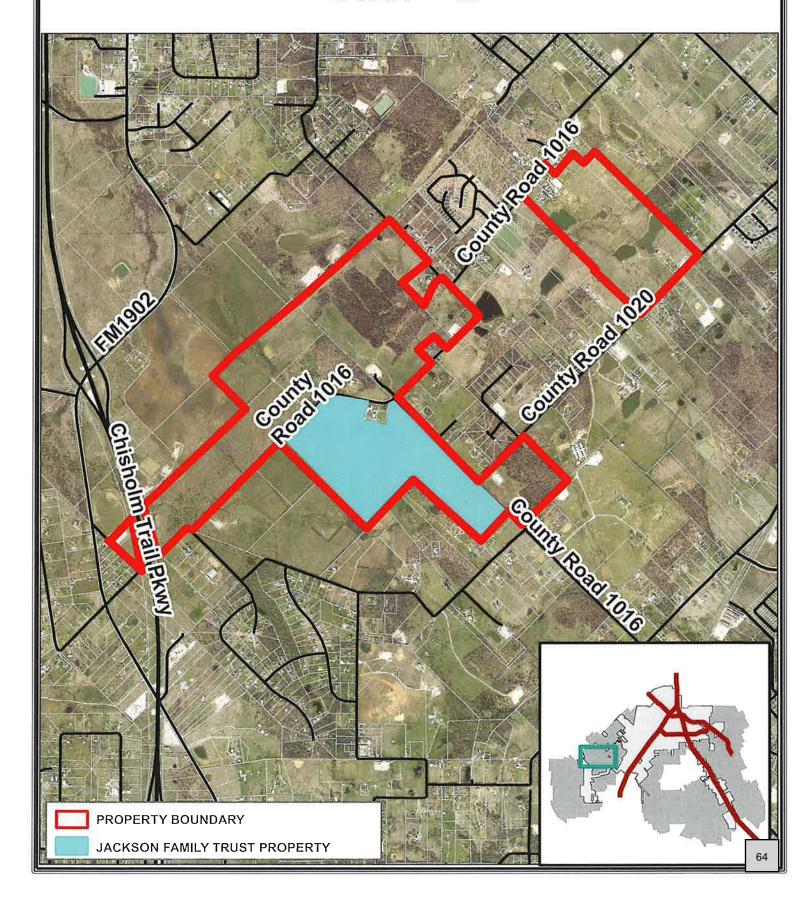


Exhibit A-4 Janice Yvonne Jackson Parcel Location Map

EXHIBIT A - 4 JANICE YVONNE JACKSON PARCELS LOCATION MAP

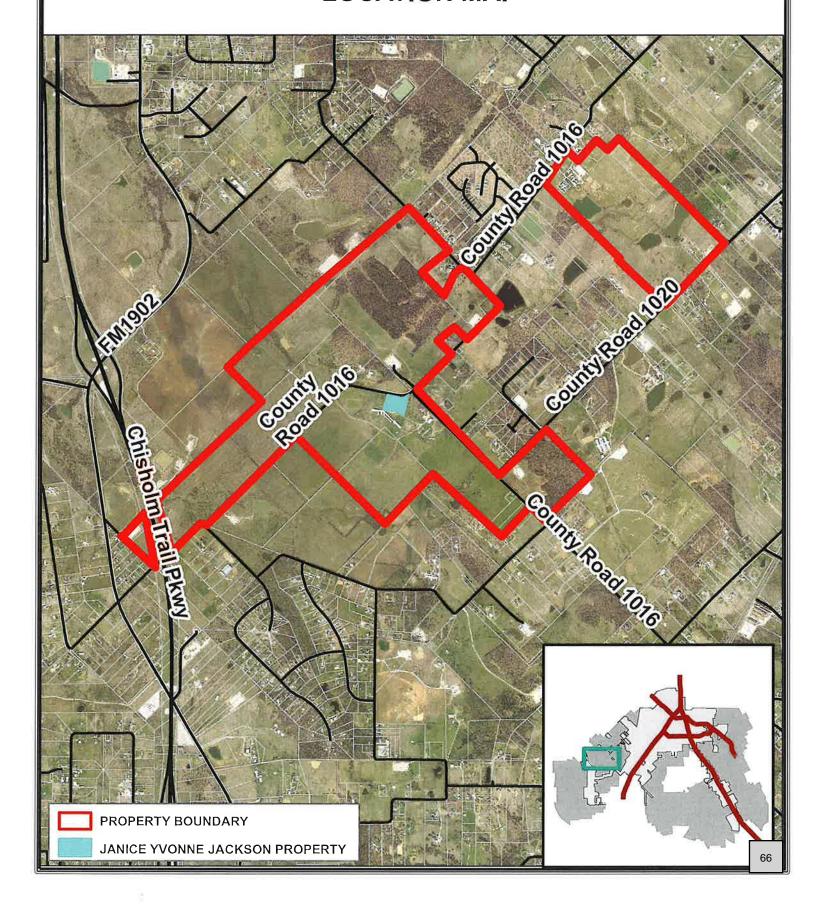


Exhibit A-5 B&G South Metro LP Parcel Location Map

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

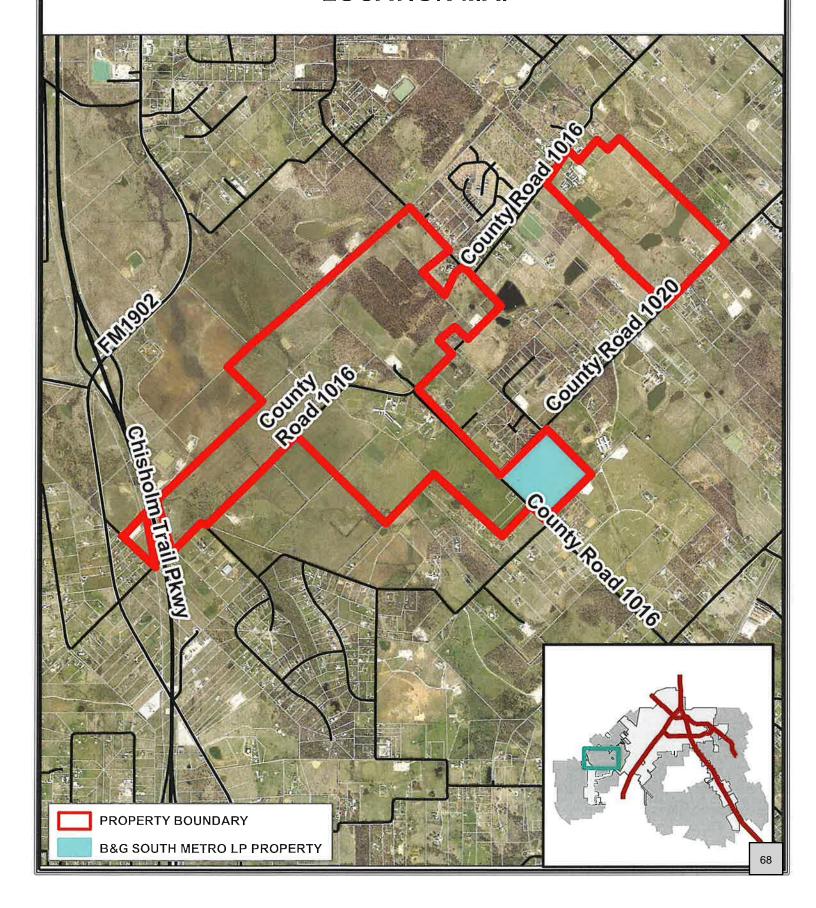


Exhibit A-6 Rocky Bransom Parcel Location Map

EXHIBIT A - 6 ROCKY BRANSOM PARCELS LOCATION MAP

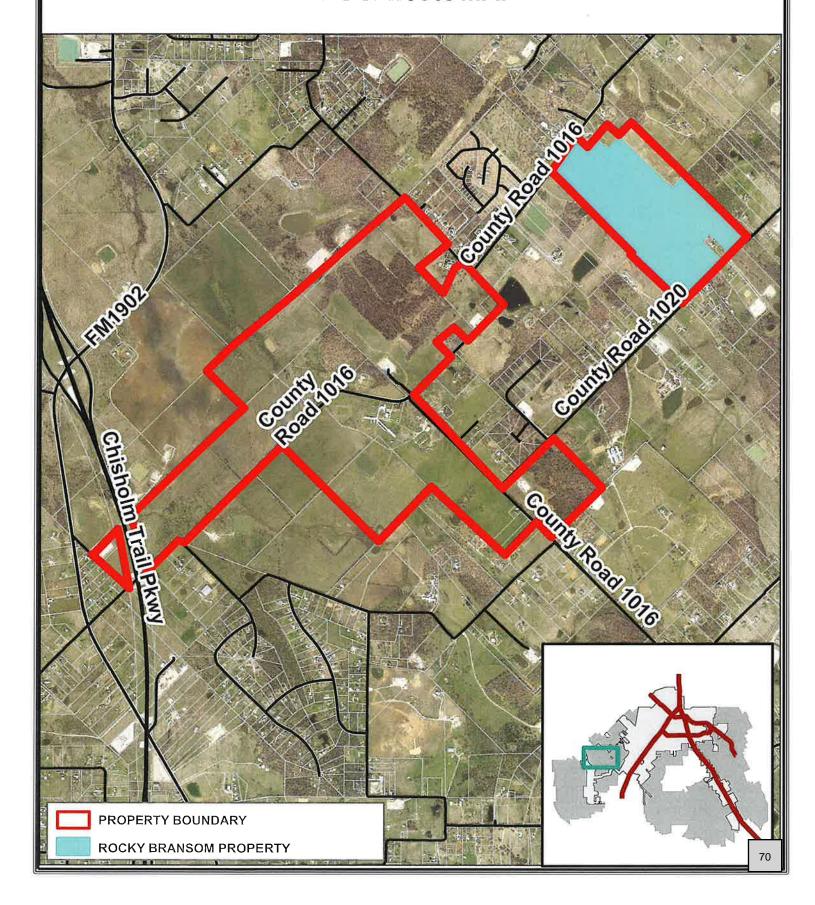


Exhibit A-7 Rocky & Angela Bransom Parcel Location Map

EXHIBIT A - 7 ROCKY AND ANGELA BRANSOM PARCELS LOCATION MAP

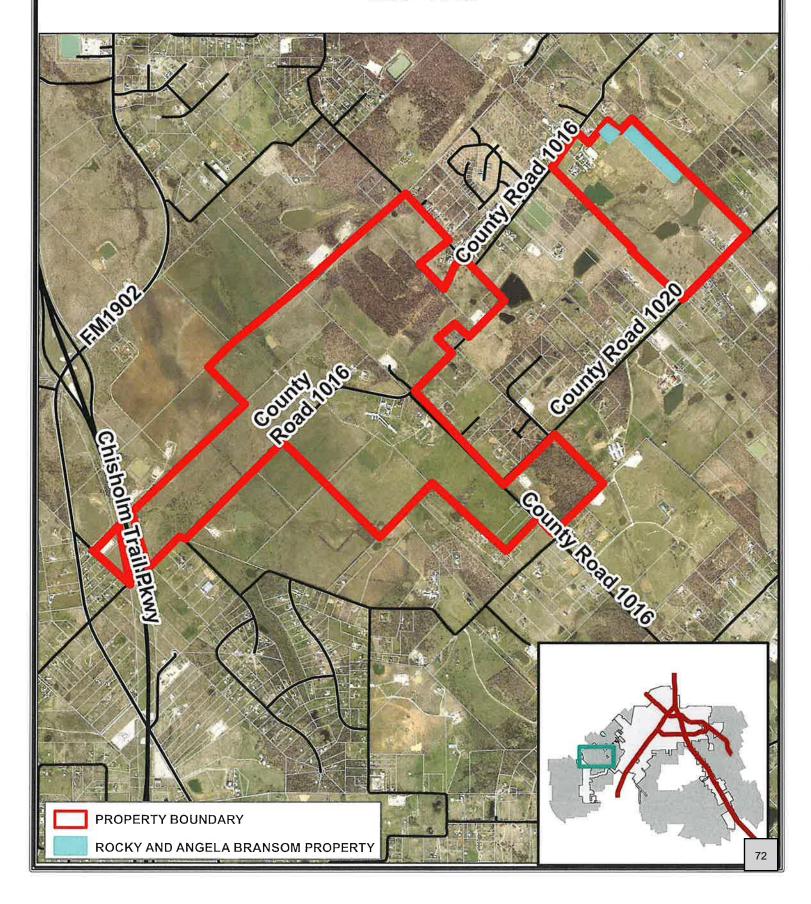


Exhibit A-8 RA Development Ltd Parcel Location Map

EXHIBIT A - 8 RA DEVELOPMENT LTD. PARCELS LOCATION MAP

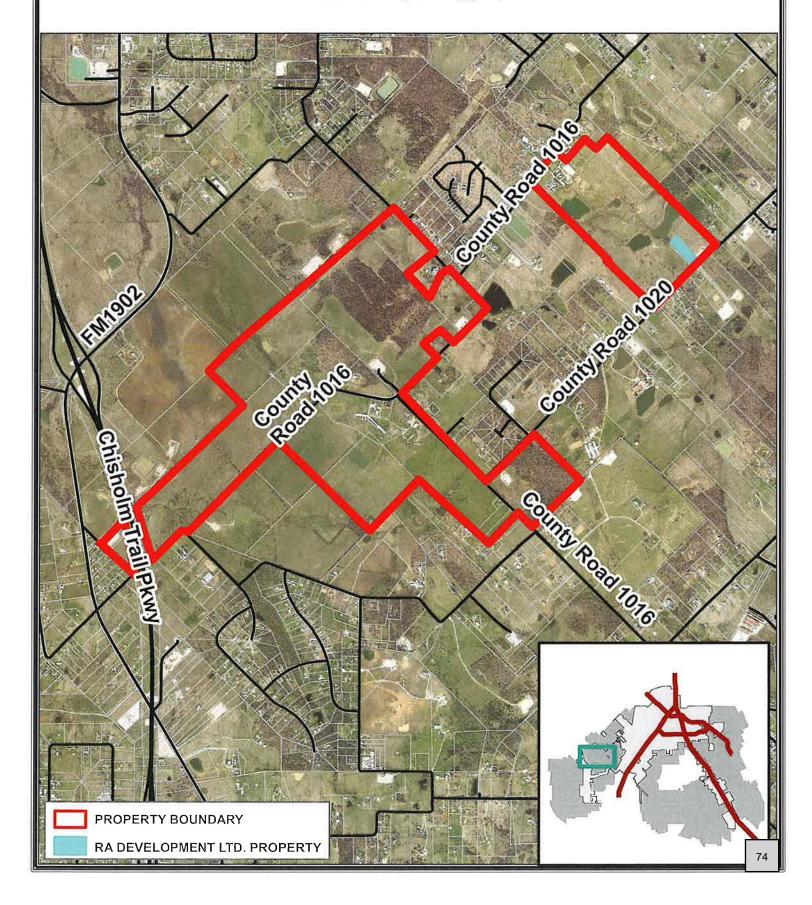


Exhibit A-9 Hooper & Co Parcel Location Map

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

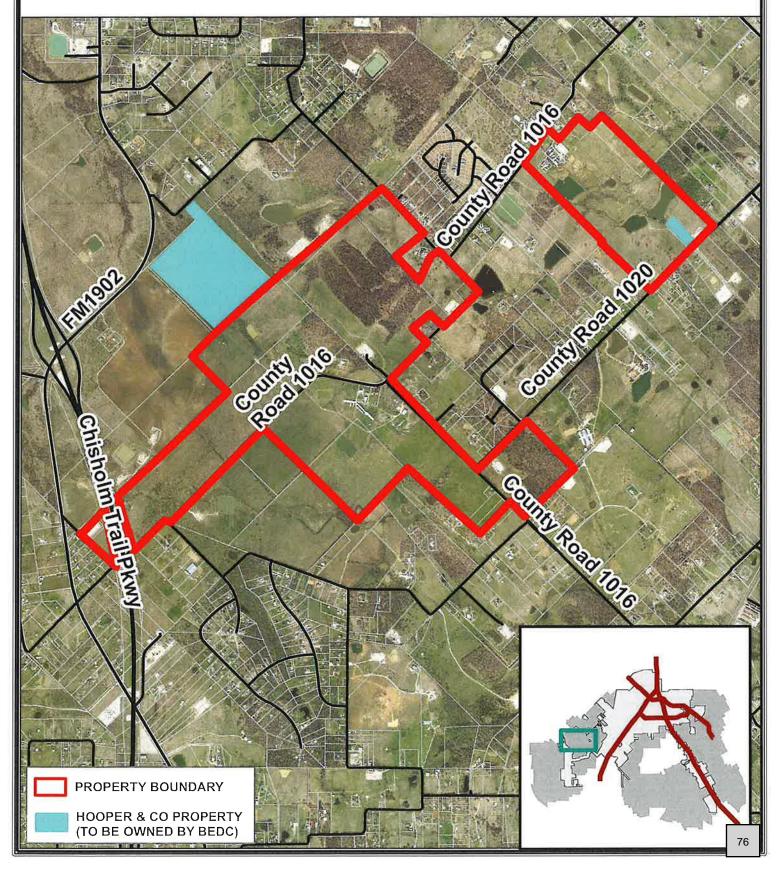


Exhibit B Preliminary Concept Plan

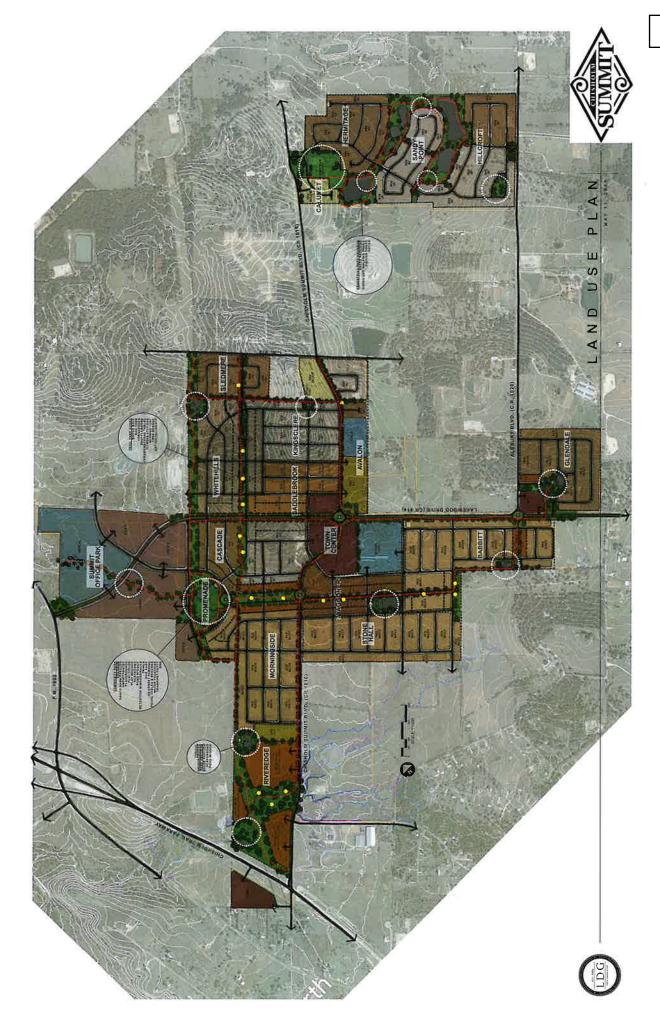


Exhibit C Development Standards

EXHIBIT C DEVELOPMENT STANDARDS

SECTION 1: GENERAL

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

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

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

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

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

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

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

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

SECTION 3: PROCESS

- 1. The development will follow all standard City processes for platting, zoning, and plan review.
- In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
 - (i) Land uses
 - (ii) Unit Count/Lot Mix both for the current development plan and cumulative of prior development plans
 - (iii) Designated Open Space
 - (iv) Park proximities
 - (v) Landscape Plan
 - (vi) Trail Plan
 - (vii) Park acreage both for the current development plan and cumulative of prior development plans.
- 3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

- 1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
- 2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
- 3. The general components of the theme can be described literally as:
 - (i) "Western" focused around keyword concepts "rustic", "growth", "horses", "folk", "gateway", and "progress"
 - (ii) "Active" focused around keyword concepts like "trails", "outdoors", "purpose", "movement", and "nature"
 - (iii) "Family" focused around keyword concepts like "together", "community", "neighbors", "generational", and "care"

SECTION 5: LOT STANDARDS

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

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

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

- 2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
- 3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

- 1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
- 2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
- 3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
- (vii) Front porch railings of either wood or wrought iron
- (viii) Front door with at least 20% area covered with decorative glass or wrought iron
- (ix) Cupolas or turrets
- (x) Dormers
- (xi) Gable
- (xii) Decorative attic or gables feature, minimum 2 square feet
- (xiii) Two or more offsets in the front façade of at least 24" depth
- (xiv) Metal roof accents
- (xv) Recessed entry, an minimum of three (3') deep
- (xvi) Variable roof pitch equal to or greater than 8:12
- (xvii) Exterior shutters on at least 75% of the windows on the front façade
- (xviii) Masonry arches
- (xix) At least two types of masonry materials (stone, brick or stucco)
- 4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
- 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
- **6.** The Planned Development Ordinance will establish anti-monotony standards.
- 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

- 1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
- 2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
- 3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

- 4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
- 5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
- 6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
- 7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
- **8.** Any areas that are proposed to be private common space need to be delineated clearly on the plats.
- 9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
- 10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
 - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
 - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park	
Minimum acreage	10	3	
Off Street Parking	R	0	
Playground	R	R	
Restroom	R	0	
ADA Accessibility	R	R	
Site Furnishings			
Benches	R	R	
Picnic Tables	R	R	
Trash Receptacles	R	R	
Pet Waste Stations	R	R	
Landscape Improvements	R	R	
Signage	R	R	

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	О
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	0	0
Sports Courts	0	0
Sports Fields	0	0
Ponds	0	0
Skate Park	0	О
Dog Park	0	0
Splash Pad	0	0
Fishing pier	О	О
Musical Play Features	0	O
Secondary		
Natural Area	0	О
Gardens	О	0
Public Access/Fencing	0	О
Shade Structures (other than over		
playground)	0	О
Shelters	0	0

 $R = Required \mid O = Optional$

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
- Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
- Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
 - Horse Facility The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

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

- Visitor Center / Offices The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

- 1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
- A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
- 3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
- 4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
- 5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

- 1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
- 2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

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

SECTION 11: STREET LAYOUT

- 1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
- 2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
- 3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
- Alleys This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

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

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

- 2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
- 3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
- 4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

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

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

SECTION 13: LIGHTING

- 1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
- 2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
- 3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

- 1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
- 2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
- 3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
- 4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

- 1. Architectural features shall reflect the theme of the development.
- 2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
- 3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
- 4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

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

- 1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
- 2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
- 3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

- 1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
- 2. The building space will be privately-owned and maintained by the HOA.
- 3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

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

- 2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
- 3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
- 4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

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

1. Master-Planned Community Presentation – Attachment 1

Exhibit C Development Standards Attachment 1



THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021



2

BURLESON DEVELOPMENT, INC.



ROCKY BRANSOM

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



JUSTIN BOND

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

3

PROPERTY HISTORY

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







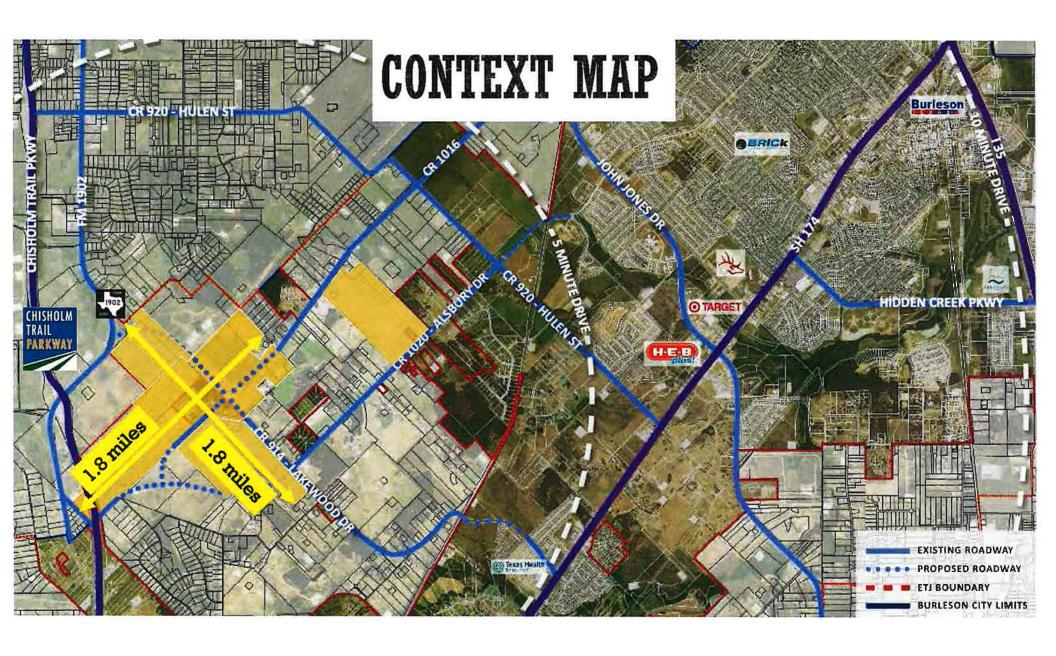






EXHIBIT C DEVELOPMENT STANDARDS

SECTION 1: GENERAL

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

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

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

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

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

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

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

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

SECTION 3: PROCESS

- 1. The development will follow all standard City processes for platting, zoning, and plan review.
- In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
 - (i) Land uses
 - (ii) Unit Count/Lot Mix both for the current development plan and cumulative of prior development plans
 - (iii) Designated Open Space
 - (iv) Park proximities
 - (v) Landscape Plan
 - (vi) Trail Plan
 - (vii) Park acreage both for the current development plan and cumulative of prior development plans.
- 3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

SECTION 4: THEME

- 1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
- 2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
- 3. The general components of the theme can be described literally as:
 - (i) "Western" focused around keyword concepts "rustic", "growth", "horses", "folk", "gateway", and "progress"
 - (ii) "Active" focused around keyword concepts like "trails", "outdoors", "purpose", "movement", and "nature"
 - (iii) "Family" focused around keyword concepts like "together", "community", "neighbors", "generational", and "care"

SECTION 5: LOT STANDARDS

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

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

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

- 2. Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
- 3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

- 1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
- 2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
- 3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
- (vii) Front porch railings of either wood or wrought iron
- (viii) Front door with at least 20% area covered with decorative glass or wrought iron
- (ix) Cupolas or turrets
- (x) Dormers
- (xi) Gable
- (xii) Decorative attic or gables feature, minimum 2 square feet
- (xiii) Two or more offsets in the front façade of at least 24" depth
- (xiv) Metal roof accents
- (xv) Recessed entry, an minimum of three (3') deep
- (xvi) Variable roof pitch equal to or greater than 8:12
- (xvii) Exterior shutters on at least 75% of the windows on the front façade
- (xviii) Masonry arches
- (xix) At least two types of masonry materials (stone, brick or stucco)
- 4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
- 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
- **6.** The Planned Development Ordinance will establish anti-monotony standards.
- 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

- 1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
- 2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
- 3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

- 4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
- 5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
- 6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
- 7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
- **8.** Any areas that are proposed to be private common space need to be delineated clearly on the plats.
- 9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
- 10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
 - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
 - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park	
Minimum acreage	10	3	
Off Street Parking	R	0	
Playground	R	R	
Restroom	R	0	
ADA Accessibility	R	R	
Site Furnishings			
Benches	R	R	
Picnic Tables	R	R	
Trash Receptacles	R	R	
Pet Waste Stations	R	R	
Landscape Improvements	R	R	
Signage	R	R	

Drinking Fountains	R	R
Trails/Pathways	R	R
Shade over play features	R	R
Bike Racks	R	R
BBQ Pits	R	0
Lighting	R	R
Optional Amenities		
Primary		
Outdoor fitness equipment (min. 3 stations)	0	0
Sports Courts	О	0
Sports Fields	О	О
Ponds	0	0
Skate Park	О	0
Dog Park	О	0
Splash Pad	О	0
Fishing pier	О	О
Musical Play Features	О	0
Secondary		
Natural Area	О	0
Gardens	0	0
Public Access/Fencing	0	0
Shade Structures (other than over		
playground)	0	0
Shelters	0	0

 $R = Required \mid O = Optional$

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
- Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
- Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
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- 3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
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- 1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
- 2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

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

SECTION 11: STREET LAYOUT

- 1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
- 2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
- 3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
- Alleys This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

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

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

- 2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
- 3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
- 4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

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

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

SECTION 13: LIGHTING

- 1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
- 2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
- 3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

- 1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
- 2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
- 3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
- 4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

- 1. Architectural features shall reflect the theme of the development.
- 2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
- 3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
- 4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

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

- 1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
- 2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
- 3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

- 1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
- 2. The building space will be privately-owned and maintained by the HOA.
- 3. A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

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

- 2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
- 3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
- 4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

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

1. Master-Planned Community Presentation – Attachment 1



BY THE NUMBERS



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

PROVIDERS

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



CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES



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

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







THEME & PLACEMAKING



WESTERN

RUSTIC GROWTH HORSES FOLK GATEWAY PROGRESS

ACTIVE

TRAILS
OUTDOORS
PURPOSE
MOVEMENT
NATURE























OPEN SPACE AMENITY CENTERS CONNECTING TRAILS NEIGHBORHOOD ACTIVITIES

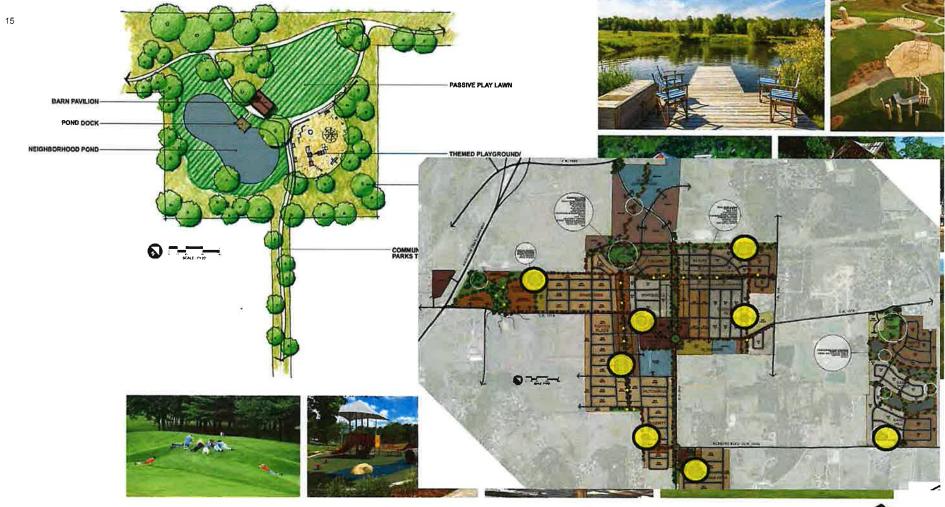








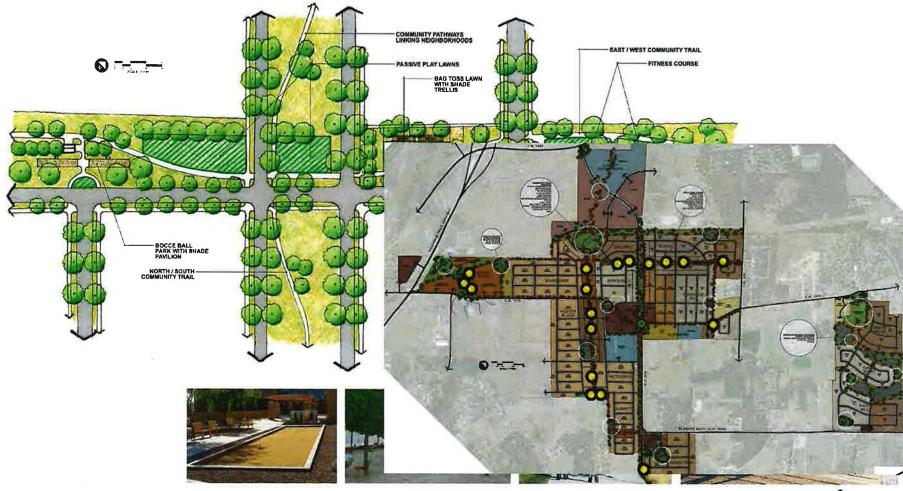






TYPICAL POCKET PARK PLAN

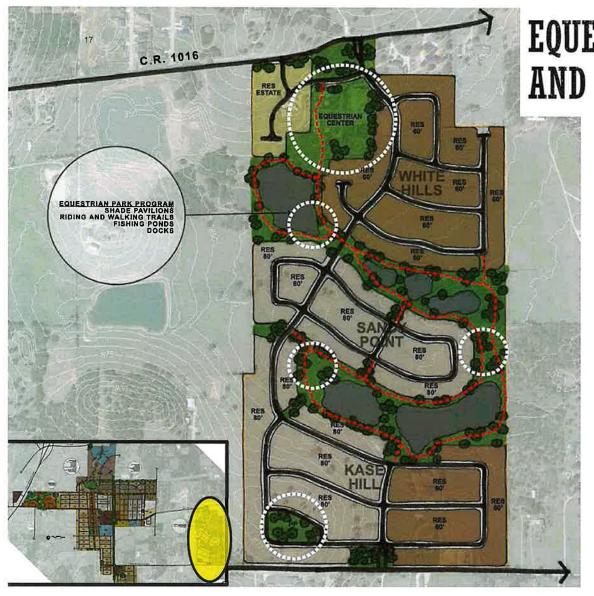






TYPICAL TRAIL PARK CORRIDOR





EQUESTRIAN CENTER AND TRAILS



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

1

LOT SIZE VARIETY BUFFERS COMMERCIAL ELEMENTS



SUMMIT

LOT SIZE VARIETY



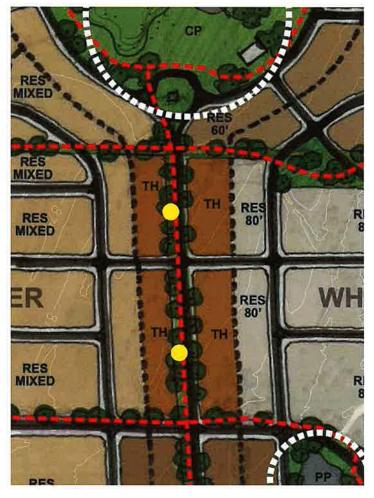
- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- Single-family homes include:
 - Cottages with detached garages
 - Traditional one- and two-story homes
 - Patio homes with shared front yards and alley access
 - Lots with a little more elbow room and existing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



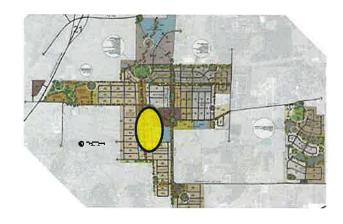


- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot 25' x 100'



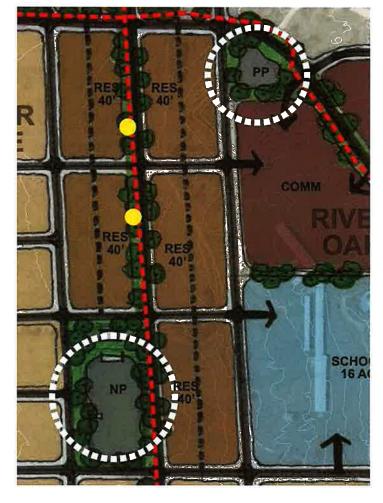






- Also known as a "bungalow court" or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot 40' x 100'

PATIO HOMES

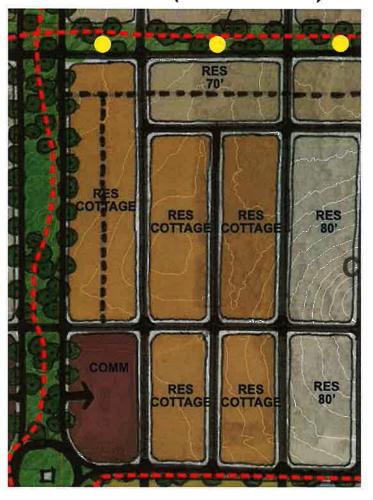






- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot 56' x 120'

COTTAGES (HERITAGE)





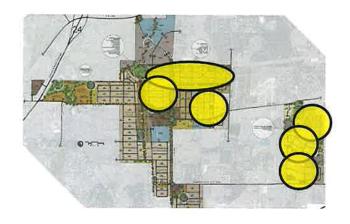


- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot 80' x 140'







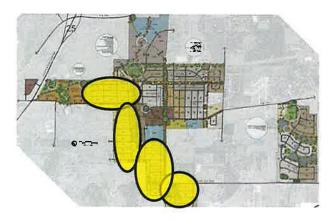


- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
 - 60' x 120'
 - 70' x 130'
 - 80'x 140'
- Planned to specifically use the existing topography or complement overall land plan



PLANNED SINGLE-FAMILY



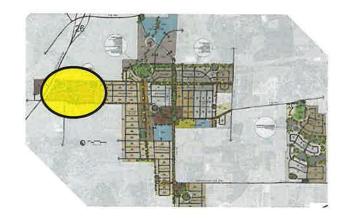


- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
 - 40' x 100'
 - 56' x 120'
 - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed



MIXED SINGLE-FAMILY

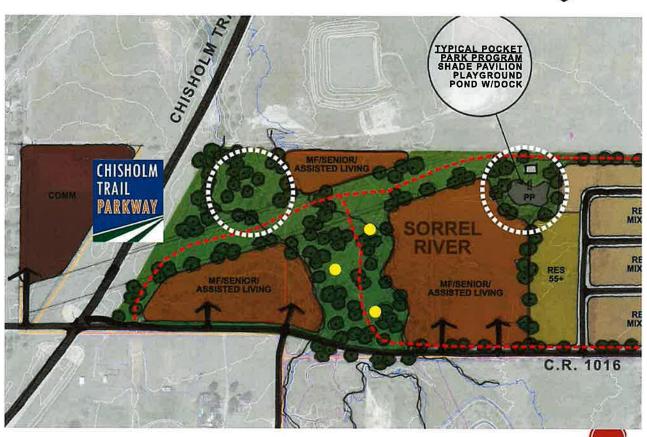


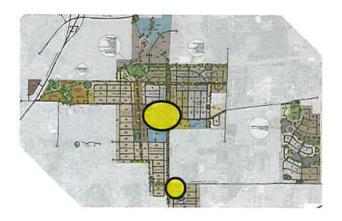


- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

SENIOR CARE & MULTIFAMILY







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

COMMERCIAL NODES

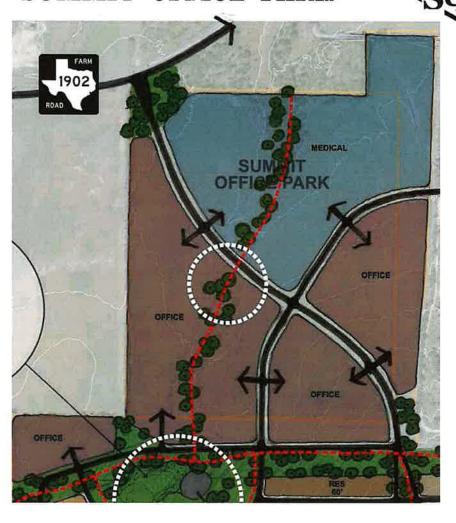






- Over 90 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units

SUMMIT OFFICE PARK



ARCHITECTURAL STANDARDS ENHANCED WALLS & FENCING ENHANCED LANDSCAPING



STANDARDS

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



WINDSONG RANCH HOUSING VARIETY





SUMMIT>

ENHANCEMENTS



ARBORLAWN AND CTP, FORT WORTH



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



RAIL FENCE AT EQUESTRIAN FACILITY



PUBLIC INFRASTRUCTURE & PARTICIPATION





PUBLIC INFRASTRUCTURE

- Water JCSUD completing evaluation of capacity to accommodate expanded land use plan
 - Elevated tower at CR 919 will serve this pressure plane
 - Expansion of 21" lines near CTP and 16" lines CR 919 anticipated
- <u>Electric</u> United Coop indicates they have sufficient stations and will work closely as we identify phases of development
- Roads Existing paving sections vary in sufficiency for development
 - CR 1016 will be realigned to avoid unsafe turns and renamed
 - CR 914 should be tied with a major arterial of the City to carry traffic from FM 1902

Sewer –

- Trunk line built near CR 1020 was found to have insufficient capacity
- Current plans would anticipate lift stations, a force main to the high point near CR 914A and CR 914
- The sewer line planned from South Burleson down CR 914 will be critical for service

SUMMIT

PARTICIPATION REQUESTED



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

SUMMIT>

PARTICIPATION REQUESTED



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

36

CLOSING





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

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

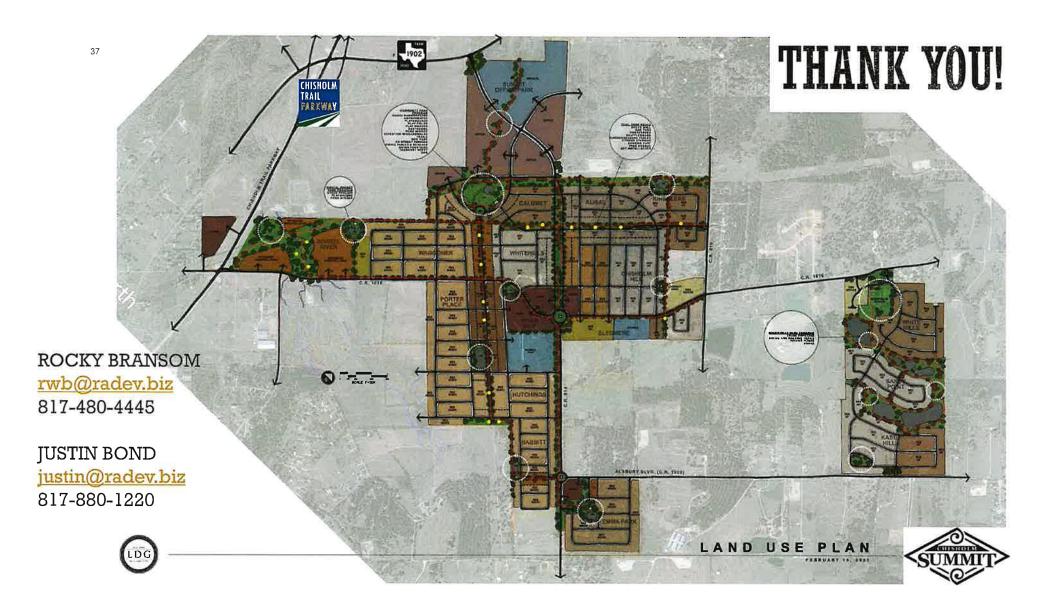


Exhibit D Parks and Trails Plan

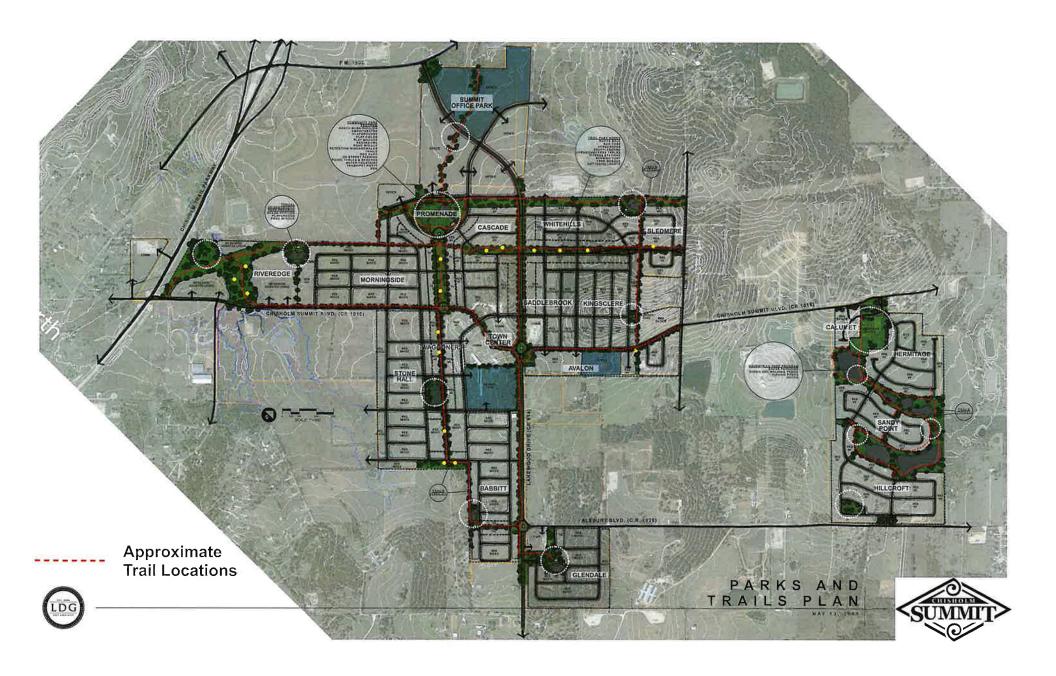


Exhibit E Roadway Improvements

EXHIBIT E ROADWAY IMPROVEMENTS

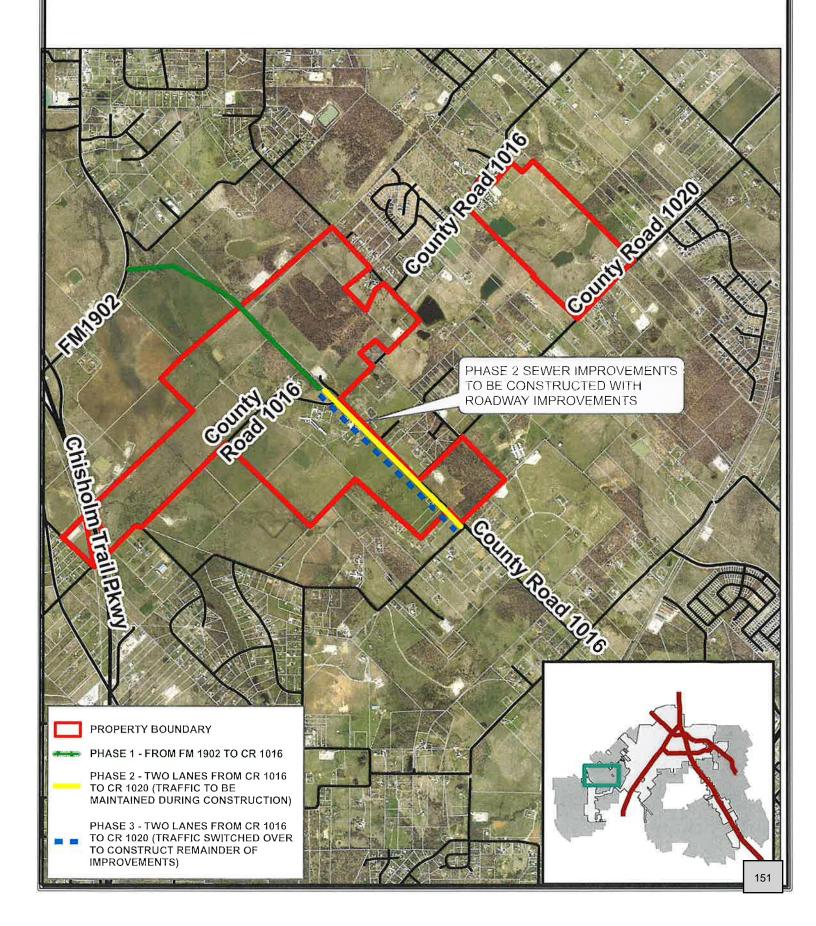


Exhibit F Sewer Improvements

EXHIBIT F SEWER IMPROVEMENTS

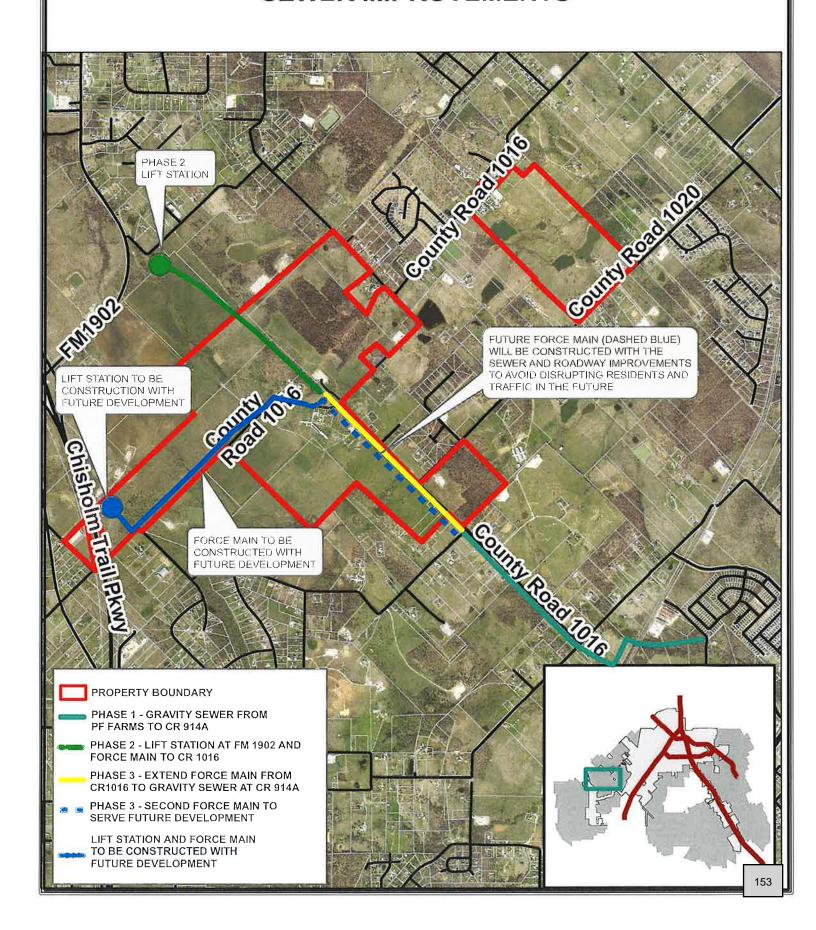
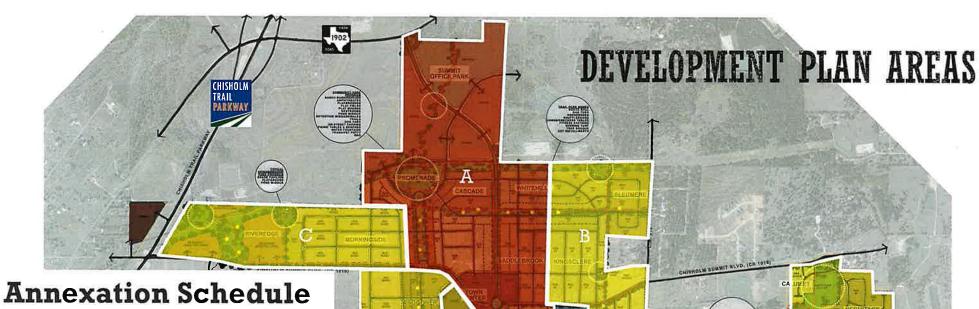


Exhibit G Annexation Plan/Development Sections



A - Dec. 31, 2022*

B - Dec. 31, 2023

C - Dec. 31, 2024

D- Dec. 31, 2026

E- Dec. 31, 2027

F- Dec. 31, 2028

G - Dec. 31, 2030

H- Dec. 31, 2031

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



FIRST AMENDMENT TO AND RESTATEMENT OF THE
CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON 4A
ECONOMIC DEVELOPMENT CORPORATION,
R.A. DEVELOPMENT, LTD., BURLESON DEVELOPMENT, INC.,
B & G SOUTH METRO, LP, ROCKY BRANSOM,
ROCKY BRANSOM ET UX ANGELA, ROCKY AND ANGELA BRANSOM,
ALTA BURL, LP FOR CHISHOLM SUMMIT

This First Amendment to and Restatement of the Chapter 380 and Economic Development and Performance Agreement (the "Agreement") is entered into as of the _____ day of _______, 2025 by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager; the Burleson 4A Economic Development Corporation ("BEDC"), by and through its Board President; R.A. Development, Ltd., a Texas limited liability partnership ("Developer"), by and through Bransom Management, LLC, its general partner; Burleson Development, Inc., by and through its president/director; B & G South Metro, LP, by and through B.G.S.M Management Company, LLC, its general partner; Rocky Bransom, Rocky Bransom et ux Angela; Rocky and Angela Bransom, Alta Burl, LP by and through Eyesight Ventures, LLC, its general partner; (collectively, including Developer, the "Current Owners"). City, BEDC, Developer, and the Current Owners sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

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

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

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

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

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

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to

promote local economic development and to stimulate business and commercial activity in the City; and

- **WHEREAS**, the BEDC has determined and found that the Reimbursements contemplated in this Agreement to be funded by the BEDC constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and
- **WHEREAS**, Developer has acquired, or has under contract, approximately 823 acres on the west side of the City, currently within the extraterritorial jurisdiction ("ETJ") of the City, depicted on **Exhibit A**, and intends to develop a master planned community on the Property to include, among other things, over 3,000 high end residential units, ten miles of interconnecting trail system, over 90 acres of dedicated parkland, commercial areas, and other amenities, to be known as Chisholm Summit; and
- **WHEREAS**, Burleson Development Inc. owns the real property depicted on **Exhibit A-1**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Alta Burl LP owns or owned at the time of the Original Agreement (defined below) the real property depicted on **Exhibit A-2**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, B&G South Metro LP owns or owned at the time of the Original Agreement (defined below) the real property depicted on **Exhibit A-5**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Rocky Bransom owns or owned at the time of the Original Agreement (defined below) the real property depicted on **Exhibit A-6**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, Rocky and Angela Bransom own or owned at the time of the Original Agreement (defined below) the real property depicted on **Exhibit A-7**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, R.A. Development, Ltd., owns or owned at the time of the Original Agreement (defined below) the real property depicted on **Exhibit A-8**, a portion of the Property that comprises Chisholm Summit; and
- **WHEREAS**, the Current Owners have contractually committed to convey their tracts on the Property to Developer so that Chisholm Summit may be developed as set forth herein; and
- **WHEREAS**, the Current Owners consent to annexation of their property located in Chisholm Summit and agree to the imposition of the Development Standards on any

Page 2

property they own within Chisholm Summit under the terms set forth in this Agreement; and

- **WHEREAS**, the City desires to facilitate a master planned community with elements such as connectivity, a mixture of home types and sizes, preservation of natural areas, a sense of place and community, walkability, and uniqueness; and
- **WHEREAS**, the development plan presented by the Developer for Chisholm Summit meets those criteria and the City Council desires to facilitate its development by providing the incentives set forth herein; and
- **WHEREAS**, the Developer desires to annex the Property into the City in phases as Chisholm Summit is platted; and
- **WHEREAS**, planned development zoning will occur concurrently with annexation; and
- **WHEREAS**, while the west side of Burleson encompasses over 1,600 mostly vacant acres ("Burleson West") with tremendous potential for residential and commercial development, there is currently a lack of east/west and north/south transportation corridors, connection to Chisholm Trail Parkway is difficult, emergency response is hindered due to a poor roadway network, and sewer access is limited, thereby hindering development potential; and
- **WHEREAS**, the City desires to provide for public infrastructure and improvements to allow Chisholm Summit to develop and to concurrently facilitate quality commercial development by providing Burleson West access to Chisholm Trail Parkway and connectivity with the rest of the City and to provide adequate sewer facilities; and
- **WHEREAS**, Public Improvements contemplated in this Agreement will allow the BEDC to develop and market a national/regional office park located on the northern edge of Chisholm Summit (the "Hooper Tract"), a 92 acre tract depicted on **Exhibit A-9**; and
- **WHEREAS**, Developer intends to dedicate all right-of-way for public infrastructure required for Chisholm Summit at no charge under the terms set forth in this Agreement; and
- **WHEREAS**, Developer intends to dedicate a tract for a public safety facility to provide fire and police service for the west side and other municipal purposes; and
- **WHEREAS**, a public improvement district ("PID") is required to create and finance capital park improvements and the maintenance of parks and trails and certain onsite and offsite utility and roadway improvements in Chisholm Summit; and
- **WHEREAS**, Section 212.172 of the Texas Local Government Code authorizes a city to enter into an agreement with an owner of property located in the ETJ to, among

other things, provide for terms of annexation, provide for infrastructure, and specify the uses and development standards after annexation; and

WHEREAS, the Parties entered into a Chapter 380 and Economic Development and Performance Agreement executed on June 7, 2021, concerning Chisholm Summit and the Hooper Tract (the "Original Agreement"); and

WHEREAS, since the date of execution of the Original Agreement, Janice Yvonne Jackson and the Jackson Family Trust, current owners under the Original Agreement, sold, conveyed, assigned, and transferred their interest in Chisholm Summit to R.A. Development, Ltd., and Alta Burl, LP; and

WHEREAS, by execution of this Agreement, the City through the City Council hereby approves the assignment from Janice Yvonne Jackson and the Jackson Family Trust to R.A. Development, Ltd., and Alta Burl, LP, pursuant to Article 20 and subject to the terms and conditions of this Agreement; and

WHEREAS, the parties entered into the Original Agreement to accomplish the goals set forth in these recitals, and have now determined that the Original Agreement should be revised to, among other things, alter specific dates and deadlines, include that the HOA (defined below) enter into an agreement with the City to maintain the Parkland Improvements (defined below), include that the Developer will adequately fund the HOA to maintain the Parkland Improvements, provide for dedication of right-of-way, alter the manner by which the Sewer Improvements (defined below) are constructed, and alter the manner by which the future lift station is constructed; and

WHEREAS, the Parties deem it necessary to amend the Original Agreement and restate the agreement as set forth herein, to include all amendments to the Original Agreement in one document.

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

ARTICLE 1. RECITALS AND EXHIBITS

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

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

Exhibit A – Chisholm Summit Real Estate Location Map

Exhibit A-1 – Burleson Development Inc Parcel Location Map

Exhibit A-2 – Alta Burl LP Parcel Location Map

Exhibit A-3 – Removed

Exhibit A-4 – Removed

Exhibit A-5 – B&G South Metro LP Parcel Location Map

Exhibit A-6 – Rocky Bransom Parcel Location Map

Exhibit A-7 – Rocky & Angela Bransom Parcel Location Map

Exhibit A-8 – RA Development Ltd Parcel Location Map

Exhibit A-9 – Hooper & Co Parcel Location Map

Exhibit B - Preliminary Concept Plan

Exhibit C – Development Standards

Exhibit D – Parks and Trails Plan

Exhibit E – Roadway Improvements

Exhibit F – Sewer Improvements

Exhibit G – Annexation Plan/Development Sections

Exhibit H – Public Safety Dedication

Exhibit I – Roadway and Right-of-Way Dedication

ARTICLE 2. AUTHORIZATION

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

ARTICLE 3. DEFINITIONS

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

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

"Building Codes" means building plumbing, electrical, mechanical, and fire codes adopted by the City in effect as of the Effective Date for the eight-year period commencing on June 7, 2021. Commencing on June 7, 2021, "Building Codes" means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes,

except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

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

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

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

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

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

"Effective Date" means the Effective Date of the Original Agreement, which is June 7, 2021. The terms of this Agreement shall be effective on April 21, 2025.

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

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

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

Page 6

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

"Future Lift Station" or "LS2" has the meaning set forth in Section 8.8 and shall include required force main and necessary gravity sewer depicted and described in Exhibit "F."

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

"Homeowner's Association" or "HOA" has the meaning set forth in Section 5.6 of this Agreement.

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

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

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

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

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

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

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

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

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

"Sewer Improvements" means the sewer lines and lift stations set forth on **Exhibit**F to be funded by the BEDC, except the term "Sewer Improvements" shall not include the Future Lift Station.

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

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

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

ARTICLE 4.

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

ARTICLE 5. DEVELOPMENT OF THE PROPERTY

5.1 Private Improvements.

(a) Construction of the Private Improvements shall be in full conformance with the Governing Regulations as defined in Section 5.2 below and will be completed in Development Sections A through H by the Developer as depicted on **Exhibit G**. Construction of Development Section A Private Improvement shall commence no later than October 31, 2025, and be Substantially Complete no later than October 31, 2028.

Substantial Completion of all Development Sections of Chisholm Summit shall be no later than the term of the agreement.

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

5.3 **Preliminary Concept Plan.**

- (a) The Preliminary Concept Plan is attached to this Agreement as **Exhibit B**.
- (b) Developer may revise the Preliminary Concept Plan, from time to time, subject to the following conditions:
 - (i) the revised Preliminary Concept Plan is approved in writing by Developer; and
 - (ii) the revised Preliminary Concept Plan is approved by the City Council; and
 - (iii) the revised Preliminary Concept Plan is in compliance with subsection (c) of this Section 5.3 of this Agreement.
 - (c) The Preliminary Concept Plan must at all times:
 - (i) Include no less than 90 acres of parkland;

Page 9

- (ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and
- (iii) Maintain the roadway alignments.
- (d) If the Preliminary Concept Plan is revised as provided by this section, the revisions shall be considered an amendment to this Agreement. Developer must revise the Preliminary Concept Plan and submit same to the City for approval. Upon approval of the amendment, the City shall cause the revised Preliminary Concept Plan to be attached to the official version of this Agreement on file in the City Secretary's office and shall file the revised Preliminary Concept Plan in the Johnson County Real Property Records.
- 5.4 **<u>Development Standards Revisions.</u>** The Development Standards may be revised by two methods:
 - (i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:
 - (1) is not contrary to the public interest;
 - (2) does not cause injury to adjacent property;
 - (3) does not materially adversely affect the quality of development; and
 - (4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or
 - (ii) Developer and the City may amend this Agreement to revise the Development Standards.
- 5.5 <u>State and Federal Requirements</u>. Development of the Property shall be subject to ordinances that the City is required to adopt, from time to time, by state or federal law.

5.6 Homeowner's Association Required.

- (a) Developer shall create a single Homeowner's Association ("HOA") for the Property that requires membership by all of the owners of a lot within the Property, and is adequately funded to carry out its responsibilities.
- (b) The HOA shall own and be responsible for the maintenance of the Private Infrastructure.

- (c) The HOA shall have covenants and bylaws, which must submitted to the City for its review and comment. The HOA shall require the payment of dues and assessments to maintain the Private Infrastructure. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOA must be recorded with the County Clerk for Johnson County, Texas.
- (d) The HOA and City shall enter into a joint use agreement for the maintenance of parks, trails, public parkland and public ROW. The joint use agreement shall provide that the HOA shall maintain the parks, trails, public parkland, landscaping in parkways and medians, but the rebuilding obligation for any of the capital improvements shall be the responsibility of the City, subject to the City's schedule and available funds. The joint use agreement will be drafted by the HOA and approved by City prior to the acceptance of any park or trail infrastructure.

ARTICLE 6. FULL PURPOSE ANNEXATION

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

ARTICLE 7. ROADWAY IMPROVEMENTS

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

7.2 **Design of Roadway Improvements.**

- (a) **Construction Plans.** The Developer shall retain a professional engineer to design the Roadway Improvements. The Developer shall retain a professional engineer to design a conceptual design of the Roadway Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.
- (b) **Council Approval.** The City Council must approve the final design, construction schedule, and construction costs for the Roadway Improvements.
- (c) **Reimbursement for Design Costs.** The BEDC shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:
 - (i) Completion of survey;
 - (ii) 30%/Conceptual design;
 - (iii) 60% design;
 - (iv) 90% design; and
 - (v) 100%/Final design.

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

- (d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.
 - (e) **Ownership.** The City shall own all design plans.
- (f) Approval and Review of Design. The Developer shall cause the professional engineer retained by Developer to design the Roadway Improvements in accordance with Section 7.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Roadway Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Roadway Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:

Page 12

- (i) 30% of Completion of Design on Roadway Improvements (which shall include the conceptual design referenced in Section 7.2(a) of this Agreement) City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design on Roadway Improvements City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design on Roadway Improvements City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Design on Roadway Improvements City shall have seven (7) calendar days to review and determine approval.

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

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

- (a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City.
- (b) **City Dedication.** The City will donate right-of-way for roadway located in the Hooper tract, and acquire right-of-way for areas outside of the Property other than those roads referenced in Section 7.3(a).
- (c) **Roadway Improvements Conveyance.** All Roadway Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.
- 7.4 <u>Fees.</u> Roadway impact fees shall be assessed according to the Burleson Roadway Impact Fee Ordinance. All other fees associated with the construction of the Roadway Improvements shall be waived.
- 7.5 Community Facility Contract (CFC). The Developer shall enter into a community facility contract with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance.

7.6 Roadway Improvement Construction Schedule.

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

- (a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Roadway Improvements, such phases being as follows: (i) Phase One FM 1902 to Existing CR 1016, (ii) Phase Two Two-Lane Section CR 1016 to CR 1020, and (iii) Phase Three Two-Lane Section CR 1016 to CR 1020, and (iv) Phase Four Median Improvements and Sidewalks.
- (b) **Start of Construction.** Developer shall begin construction of Phase One of the Roadway Improvements by June 30, 2022.
- (c) **End of Construction.** Developer shall complete construction of the Roadway Improvements, other than landscaping, by December 31, 2025. City shall cause the installation of the landscaping by May 1, 2026.

7.7 Reimbursement for Construction Costs of Roadway Improvements.

- (a) **Opinion of Cost.** The final design for the Roadway Improvements shall include an opinion of probable Construction Costs for the Roadway Improvements.
- (b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Roadway Improvements. If the City Council has not approved any cost before it is incurred, obligated or spent, the BEDC is not obligated to reimburse the Developer for that expense.
- (c) **Developer Reimbursement Schedule for Construction of Roadway.** The BEDC shall reimburse the Developer for approved Construction Costs based on the Developer's bi-monthly request, with payment to be made by the City in the amount of the cost of the request within twenty (20) days after the Developer notifies the City of the work completed and provides evidence of the expenditure satisfactory to the City. Each phase of the construction of the Roadway Improvements shall be treated as individual projects as it relates to payments.

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

7.8 Additional Roads.

(a) **General.** Certain roads, not defined as Roadway Improvements but adjacent to or throughout the Development and specifically depicted on **Exhibit I**, will be regulated in its timing, dedication, design and construction.

- (b) **Dedication.** the Developer shall dedicate right-of-way adjacent to the Property at no cost to the City, to include CR 1016, CR 1020 and Lakewood as depicted on **Exhibit I.** The property dedication required will be only the proportionate share (i.e. half of the right-of-way if not in ownership of both sides of road alignment).
- (c) **Standard.** This requirement for no-cost dedication shall only apply to those roads consistent with the requirements shown on **Exhibit I**.
- (d) **Road Section.** The construction of roads depicted on **Exhibit I** will be 1) guided by a traffic impact analysis for adjacent phases, 2) will accommodate at least two lanes of traffic, 3) will be built consistent with the ultimate cross-section of the planned roadway, and 4) built as mutually agreed by City and Developer. Road design and construction will adhere to all other applicable design standards. City Council hereby designates City Manager or his/her designee to determine City approval pursuant to this section.

ARTICLE 8. SEWER IMPROVEMENTS

8.1 <u>In General</u>. The Developer will design the Sewer Improvements to include a lift station(s) and force main(s), subject to oversight and plan approval by the City, provided that the City will design a portion of sewer from Panchasarp Farms to CR 914A as set forth in <u>Exhibit F</u>. The Developer will dedicate all right-of-way for the Sewer Improvements and the City will construct the Sewer Improvements according to the Governing Regulations.

8.2 **Design of Sewer Improvements.**

- (a) **Construction Plans.** The Developer shall retain a professional engineer to design the Sewer Improvements, save and except for the design of the Future Lift Station as outlined in Section 8.8. The Developer shall retain a professional engineer to design a conceptual design of the Sewer Improvements at a cost not to exceed Two Hundred Fifty Thousand and no/100s Dollars (\$250,000.00). Construction Plans shall be in conformance with all state and local ordinances and regulations and the Development Standards set forth in **Exhibit C**.
- (b) **Council Approval.** The City Council must approve the final design and construction costs for the Sewer Improvements.
- (c) **Reimbursement for Design Costs.** The City shall reimburse Developer for design costs according to completion of the following milestones, with payment to be made in the amount of the costs of the milestone within twenty (20) days after Developer notifies the City that the milestone is met, and provides proof of expenditure satisfactory to the City:

- (i) Completion of survey;
- (ii) 30%/Conceptual design;
- (iii) 60% design;
- (iv) 90% design; and
- (v) 100%/Final design.

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

- (d) **Not to Exceed.** Reimbursement shall not exceed the design cost approved by the City Council.
 - (e) **Ownership.** The City shall own all design plans.
- (f) Approval and Review of Design. The Developer shall cause the professional engineer retained by Developer to design the Sewer Improvements in accordance with Section 8.2(a) of this Agreement to provide a detailed design and construction schedule to the City. The Sewer Improvements design shall meet the approval of the City in its entirety and in the stages of design as detailed below. The Developer shall cause the professional engineer to submit the design of the Sewer Improvements to the City for approval at the following stages of completion, and the City shall have the amount of time specified to determine whether it approves the submitted design:
 - (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) City shall have fourteen (14) calendar days to review and determine approval.
 - (ii) 60% of Completion of Design of Sewer Improvements City shall have thirty (30) calendar days to review and determine approval.
 - (iii) 90% of Completion of Design of Sewer Improvements City shall have twenty-one (21) calendar days to review and determine approval.
 - (iv) Final Design/100% of Completion of Sewer Improvements City shall have seven (7) calendar days to review and determine approval.

Page 16

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

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

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

- (a) **Developer Dedication.** The Developer and the Current Owners agree to donate all required right-of-way located on or through the Property at no cost to the City. The City will acquire offsite easements.
- (b) **Sewer Improvements Conveyance.** All Sewer Improvements and right-of-way shall be conveyed to the City free and clear of all liens, assessments, and restrictions other than provided in this Agreement.
- 8.4 <u>Fees.</u> The City shall be responsible for the management and administration of any fees that may be applicable to the Sewer Improvements. Sewer impact fees for Chisholm Summit shall be assessed upon the Developer according to the Burleson Sewer Impact Fee Ordinance, dated December 11, 2023, or as amended, and the Developer shall pay the pass through Fort Worth impact fees pursuant to the Agreement for Wastewater Service between the City of Fort Worth, Texas, and the City of Burleson, Texas, dated September 21, 2021, or as may be amended.
- 8.5 **Community Facility Contract (CFC).** The Developer shall enter into a CFC with the City and Contractor in accordance with Article 4 of the Subdivision and Development Ordinance for each phase of the sewer construction in Chisholm Summit.
- 8.6 **Sewer Improvement Construction Schedule.** The construction of the Sewer Improvements shall be according to the following schedule:
- (a) **Survey of All Phases.** By September 1, 2021, the Developer shall complete a survey of all phases of the Sewer Improvements, such phases being as follows:
 - (i) Phase One Panchasarp Farms to County Road 914A,

Page 17

- (ii) Phase Two County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
- (iii) Phase Three County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.
- (b) **Start of Construction.** City has commenced construction of Phase One of the Sewer Improvements as of the adoption of this Agreement.
- (c) **End of Construction.** City shall complete construction of the Sewer Improvements by July 31, 2025.

8.7 Reimbursement for Construction Costs of Sewer Improvement.

- (a) **Opinion of Cost.** The final design for the Sewer Improvements shall include an opinion of probable Construction Costs for the Sewer Improvements.
- (b) **City Council Approval.** The City Council must approve the final design and all Construction Costs for the Sewer Improvements if the City Council has not approved any cost before it is incurred, obligated or spent, the City is not obligated to reimburse the Developer for that expense.
- (c) **Payment Schedule for Construction of Sewer Improvements.** The City shall manage the inspection, billing and payment of all contracts related to the Sewer Improvements. Each phase of the construction of the Sewer Improvements may be treated as individual projects as it relates to payments.

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

- (d) **Competitive Bidding.** All contracts for construction of the Sewer Improvements shall be competitively bid according to state law.
- 8.8 <u>Future Lift Station</u>. The Future Lift Station and associated infrastructure to the lift station to the downstream system (known collectively as "LS2"), depicted on <u>Exhibit</u> <u>F</u>, will not be constructed concurrently with the other Sewer Improvements, and will serve the entire basin, including only a portion of Chisholm Summit.
- (a) **Funding.** As provided below, the Developer and City agree to participate in the cost of LS2 by contributing to the total construction cost by their respective proportionate shares based on the lift station's capacity needed to serve Chisholm Summit and the areas outside of Chisholm Summit.

Page 18

- (i) If LS2 is designed to a capacity greater than 1.4 million gallons per day ("MGD"), the Developer will participate at a pro rata share of the construction cost based on capacity usage. For example, if Chisholm Summit requires thirty percent (30%) of the lift station's capacity, the Developer will contribute thirty percent (30%) of the construction cost; if seventy percent (70%) is required, the Developer will pay seventy percent (70%) of the cost.
- (ii) If LS2 is designed to a capacity equal to or less than 1.4 MGD, the Developer will participate at either fifty percent (50%) of the total construction cost or its pro rata share of the lift station, whichever is greater. For example, if Chisholm Summit requires thirty percent (30%) of the lift station's capacity, the Developer will contribute fifty percent (50%) of the construction cost; if seventy percent (70%) is required, the Developer will pay seventy percent (70%) of the cost.

Alternative funding sources may be permitted by the City Council as deemed necessary to complete LS2.

- (b) **Design.** The City shall be solely responsible for the design and permitting of LS2. The City agrees to complete the design of the lift station site into a build-ready construction plan set by December 31, 2026. The design will include the lift station, any gravity or force lines required to connect the lift station to the downstream system, and any other components required for a fully operational LS2. The Developer will coordinate with the City as necessary in the evaluation of property needs for the pump station and the force main lines. If the Developer disagrees with the project design (i.e. placement, line location, capacity of the lift station, etc.), it may appeal to the City Manager and then to the City Council for a final decision on the design.
- (c) **Responsibilities of Initiating Party.** Either the City or Developer, upon delivering notice identifying the need for LS2, to be operational the later of of 24 months from the date of notice or December 31, 2028, will as the "Initiator" notify the other party (the "Participator") that it requires the construction of LS2. The Initiator will have the following responsibilities:
 - (i) Cost estimation to include an engineer's opinion of probable cost for any and all costs associated with LS2.
 - (ii) Contractor selection to be identified through a pre-approved bid process.
 - (iii) Construction oversight to deliver LS2 within a specified timeframe.
 - (iv) Testing & Inspection to deliver LS2 in a quality and manner acceptable to both parties and associated regulatory agencies.
 - (v) Communication to ensure both parties are fully informed of the planning and progress of the project.
 - (vi) A cost-sharing agreement will be drafted by Initiator and approved by Participator, outlining the details for the execution of the items in this section and the criteria for reimbursement by the Participator.

Page 19

- (d) **Responsibilities of Participating Party.** Either the City or Developer, upon receiving notice of the need for LS2, to be operational the later of 24 months of the date of notice or December 31, 2028, will as the "Participator" assist the other party (the "Initiator") with the items required the construction of LS2. The Initiator will have the following responsibilities:
 - (i) Responsive to requests for information during pre-construction.
 - (ii) Contribute contractors for consideration and provide answers during the bid phase.
 - (iii) Coordinate with construction team as needed.
 - (iv) Evaluate testing reports and coordinate with inspections.
 - (v) Communication to ensure both parties are fully informed of the planning and progress of the project.
 - (vi) A cost-sharing agreement will be drafted by Initiator and approved by Participator, outlining the details for the execution of the items in this section and criteria for reimbursement to the Initiator.
- (e) Responsibilities of Developer and City. Regardless of whether the Developer or City is the Initiator or Participator, the City shall be responsible for the construction of the LS2, and the Developer shall dedicate and convey the property for LS2 in fee simple and dedicate and convey easements consistent with the City's Design Standards Manual for the required force main and necessary gravity sewer. Such dedications and conveyances shall be part of the Property, at no cost to the City, and free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. All areas for dedication and conveyance will be decided with the input and agreement of Developer, which agreement shall not be unreasonably withheld.

ARTICLE 9. PARKLAND IMPROVEMENTS

- 9.1 <u>Dedication</u>. The Developer proposes to dedicate 102 acres of parkland according to the Preliminary Park and Trails Plan attached as <u>Exhibit D</u> to this Agreement. In no instance shall the parkland dedication be less than 90 acres. All parkland dedication shall be made at the time of final platting of each phase and shall be conveyed to the City free and clear of all liens, encumbrances, assessments, and restrictions other than as provided in this Agreement. Additionally, at least fifty percent (50%) of the parkland dedicated for each phase should have slopes in the two percent (2%) to five percent (5%) range and should be well-drained. An exception to this requirement will be allowed with the approval of the City Council. All public parkland needs to be so indicated on the plat. Any areas that will be private common space need to be delineated clearly on the plat.
- 9.2 <u>Park and Trail Plan</u>. The Preliminary Park and Trails Plan is a conceptual rendering of locations of a community park, and equestrian center, trails, and thirteen (13) neighborhood parks. These locations are conceptual, but in no case shall fewer park locations, area dedicated, or miles of trails be provided. A detailed Final Parks and Trails

Page 20

Plan shall be included with the submittal of the construction plans for each phase. The Final Parks and Trails Plan for each phase must be approved by the City Council prior to the filing of the Approved Plat. The Final Parks and Trails Plan for each phase shall be in full conformance with the Development Standards attached as **Exhibit C** and shall be subject to approval by the City Council prior to the filing of an Approved Plat. The Final Parks and Trails Plan for each phase submitted to the City Council for review and approval shall show the private amenities and drainage areas.

- 9.3 <u>Construction of Parkland Improvements</u>. The Developer shall construct the Parkland Improvements in full compliance with the Final Parks and Trails Plan. The Developer shall complete construction of the Parkland Improvements by final acceptance of the streets and sewer improvements required of each phase. Parkland Infrastructure fees shall be waived for parks constructed by the Developer.
- 9.4 <u>Maintenance of Parks and Trails</u>. The homeowners association of Chisholm Summit created pursuant to Section 5.6 will fund park maintenance. The replacement or refurbishing of park and trail infrastructure will be the responsibility of the City, subject to its schedule and available funds. Any additional contributions by the City, if authorized, will be considered through a separate agreement.

ARTICLE 10. PUBLIC IMPROVEMENT DISTRICT

- 10.1 <u>Creation</u>. Prior to the acceptance of Development Section A, the City and the Developer shall cooperate to establish a Public Improvement District (PID) pursuant to Chapter 272 of the Texas Local Government Code.
- 10.2 **Purpose.** The primary purpose of the PID will be to reimburse Developer or assignee for capital expenditures to construct parks and trails dedicated to the public, for certain onsite and offsite utility and roadway improvements, and for any other purposes pursuant to the Texas Local Government Code and authorized by the City Council including but not limited to the maintenance of PID items and/or authorized public infrastructure.
- 10.3 <u>Application of Roadway Impact Fees.</u> Projects that are funded and constructed as an authorized PID expenditure will also be eligible for roadway impact fee credits for such projects given credit eligibility under the City's ordinance setting fee rates and applicable thoroughfares.

ARTICLE 11. DEDICATION FOR PUBLIC SAFETY

Developer agrees to dedicate and convey in fee simple a certain parcel or parcels on the Property to the City for a public safety facility to be constructed by the City, and for other municipal purposes, such dedication to be at least eight (8) acres and mutually agreed by the Parties. The Parties agree the dedicated land shall be conveyed prior to

the acceptance of public infrastructure in Development Section A. The dedicated land will be the parcels platted as Block 1 Chisholm West Addition and addressed as 8512 CR 1016B and 8520 CR 1016B, shown herein as Exhibit H, save and except a site of not more than one acre which contains the cell tower and sufficient access which shall be retained by Developer.

ARTICLE 12. DEFAULT AND REMEDIES

- 12.1 In the event: (i) the Developer or the Current Owners fail to comply with the terms of this Agreement; (ii) the Developer or the Current Owners have delinquent ad valorem or sales taxes owed to the City (provided that the Developer or the Current Owners retain the right to timely and properly protest and/or contest any such taxes); (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by the Developer or the Current Owners prior to substantially completion of the Public Improvements; or (iv) the Developer the Current Owners materially breach any of the material terms and conditions of this Agreement, then the Developer the Current Owners, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give the Developer or the Current Owners (and its assignees) written notice of such breach and/or default, and if the Developer or the Current Owners have not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to the Developer the Current Owners, and the City shall have no further obligation to the Developer the Current Owners.
- 12.2 If a default shall occur and continue, after thirty (30) days written notice to cure the default, the Party not in default shall have the right to exercise any and all rights available to such Party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting Party may be entitled.
- 12.3 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 13. DEBT ISSUANCE

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

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

Page 22 177

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national mode code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 15. AUTHORITY; COMPLIANCE WITH LAW

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

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

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

paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Article.

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

ARTICLE 16. RIGHT OF OFFSET

Developer agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Developer may respond or act, City may offset the amount of any compensation due to Developer for any calendar year under this Agreement against unpaid Impositions any amount which is: (i) lawfully due to City from Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction by Developer.

ARTICLE 17. VENUE AND GOVERNING LAW

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

ARTICLE 18. FORCE MAJEURE

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

ARTICLE 19. GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

Page 24 179

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

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

ARTICLE 20. ASSIGNMENT

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

ARTICLE 21. INDEMNIFICATION

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

ARTICLE 22. NO JOINT VENTURE

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

ARTICLE 23. RECORDATION AND APPLICABILITY TO PROPERTY

Page 25

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

ARTICLE 24. CHANGES IN STATE OR FEDERAL LAWS

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

ARTICLE 25. ADDITIONAL DOCUMENTS AND ACTS

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

ARTICLE 26. INTERPRETATION

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

ARTICLE 27. AUTHORITY TO EXECUTE

Page 26

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

ARTICLE 28. TAKINGS IMPACT ASSESSMENT

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

ARTICLE 29. DETERMINATION OF ROUGH PROPORTIONALITY

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

ARTICLE 30. PRIOR DEVELOPMENT AGREEMENTS

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

Page 27 182

- (a) Development Agreement between the City of Burleson, Alta Burle, LP, and Burleson Development, Inc. dated August 6, 2018, approved by the City Council of the City of Burleson by Resolution No. CSO#869-08-2018;
- (b) Development Agreement between the City of Burleson and the Jackson Family Trust dated October 29, 2014, recorded under Instrument Number 2014-24200, Johnson County Real Property Records, Johnson County, Texas;
- (c) Development Agreement between the City of Burleson and Burleson Development, Inc. dated May 31, 2016, recorded under Instrument Number 2016-18200, Johnson County Real Property Records, Johnson County, Texas;
- (d) Development Agreement between the City of Burleson and Rocky Bransom et ux Angela, dated October 29, 2014, recorded under Instrument Number 2014-24241, Johnson County Real Property Records, Johnson County, Texas; and
- (e) Development Agreement between the City of Burleson and Jerry Donahew, dated October 29, 2014, recorded under Instrument Number 2014-24176, Johnson County Real Property Records, Johnson County, Texas.

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

ARTICLE 31. MISCELLANEOUS MATTERS

- 31.01 **Time is of Essence.** Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 31.02 **Agreement Subject to Law.** This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.
- 31.04 **Counterparts Deemed Original.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 31.05 **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

184

- 31.06 **Complete Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 31.07 **No Waiver.** Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

31.08 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: R.A. Development, Ltd.

236 E. Ellison St. Burleson, TX 76028

City: City Manager

City of Burleson, Texas

141 West Renfro

Burleson, Texas 76028

With a copy to: City Attorney

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place, Suite 200 Fort Worth. Texas 76107

BEDC: Burleson EDC President

141 West Renfro

Burleson, Texas 76028

With a copy to: City Attorney

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place, Suite 200

Fort Worth, Texas 76107

Page 29

CURRENT OWNERS:

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

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

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

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

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

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

- 31.09 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.
- 31.10 **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
- 31.11 **Texas Government Code Verifications**. The Developer verifies and certifies that it does not and during the duration of this Agreement will not:
- (a) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

- (b) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (c) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- (d) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- (e) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

[Signature pages to follow]

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

Notary Public, State of Texas

[Notary Seal]

CITY OF BURLESON

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

	By:	
	Name: Title: Board President	
	Date:	
STATE OF TEXAS COUNTY OF		
, ki	acknowledged before me on, 2025 nown personally by me to be the Board President of pment Corporation, on behalf of said entity.	
[Notary Seal]		
Not	ary Public, State of Texas	

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

	Ву:	Bransom Management, LLC Its general partner
	Ву:	Rocky Bransom, its Member
	Date:	
STATE OF TEXAS COUNTY OF		
	e a me	efore me on, 2025 by Rocky ember of Bransom Management, LLC the behalf of said entity.
[Notary Seal]		
Notary Publi	c, State	e of Texas

BURLESON DEVELOPMENT, INC. a Texas corporation

	By:	
	_ ,	Rocky Bransom its President and Director
	Date:	
STATE OF TEXAS COUNTY OF		
	o be	fore me on, 2025 by Rocky the president and director of Burlesor
Notary Seal]		
Notary Public	c, State	e of Texas

B & G South Metro, LP a Texas limited partnership

	Ву:	B.G.S.M. Management Company, LLC Its general partner
	Ву:	Rocky Bransom, its Member
	Date:	
STATE OF TEXAS COUNTY OF		
	e a mer	efore me on, 2025 by Rockynber of B.G.S.M. Management Company LP, on behalf of said entity.
Notary Seal]		
Notary Public	c, State	e of Texas

ROCKY BRANSOM

	Ву:	Rocky Bransom	
	Date:		
STATE OF TEXAS COUNTY OF			
This instrument was acknowl Bransom, known personally by me.	edged be	efore me on, 2025	by Rocky
[Notary Seal]			
Notary Pu	ıblic, Stat	e of Texas	
	et ux	ANGELA	
	Ву:	Angela Bransom	
	Date:		
STATE OF TEXAS COUNTY OF			
This instrument was acknowl Bransom, known personally by me.	edged be	efore me on, 2025	by Angela
[Notary Seal]			
		Notary Public. State of	 Texas

ROCKY and ANGELA BRANSOM

	By:	Rocky Bransom	
	Date:		
STATE OF TEXAS COUNTY OF This instrument was acknowled Bransom, known personally by me.		fore me on, 2025 by	Rocky
[Notary Seal] Notary Publi	c, State	e of Texas	_
	By: Date:	Angela Bransom	
STATE OF TEXAS COUNTY OF This instrument was acknowleded Bransom, known personally by me.	ged be	fore me on, 2025 by <i>i</i>	Angela
[Notary Seal]			_
Notary Publi	c, State	e of Texas	

Alta Burl, LP a Texas limited partnership

	Ву:	Eyesight Ventures, LLC Its general partner
	Ву:	David C. Shanks, its Manager
	Date:	
STATE OF TEXAS COUNTY OF		
	e the	ore me on, 2025 by David C. manager of Eyesight Ventures, LLC the aid entity.
[Notary Seal]		
Notary Public	c, State	e of Texas

Page 39

Iter	n	B.
иы	II	D.

EXHIBIT A

CHISHOLM SUMMIT REAL ESTATE LOCATION MAP

EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

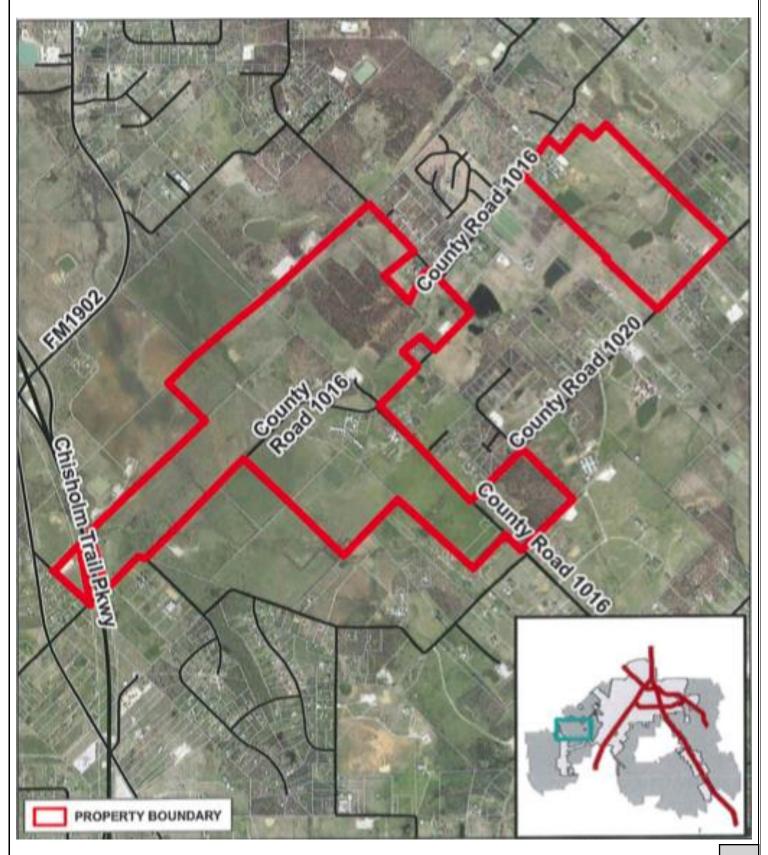


EXHIBIT A-1 PARCEL LOCATION MAP BURLESON DEVELOPMENT, INC.

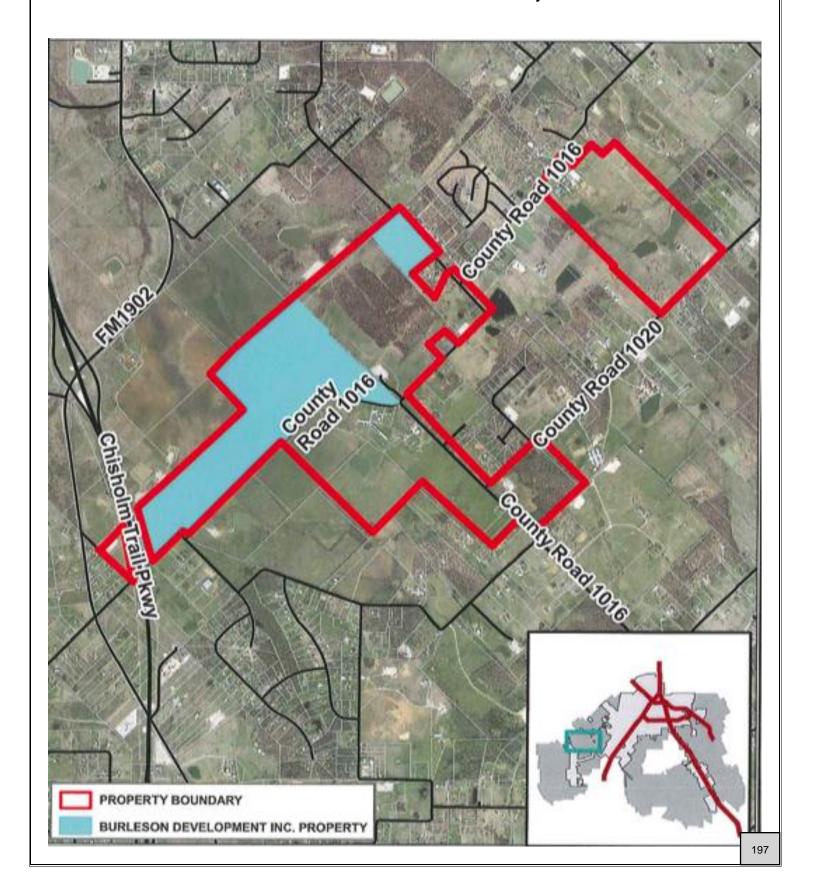


EXHIBIT A-2 PARCEL LOCATION MAP ALTA BURL, LP

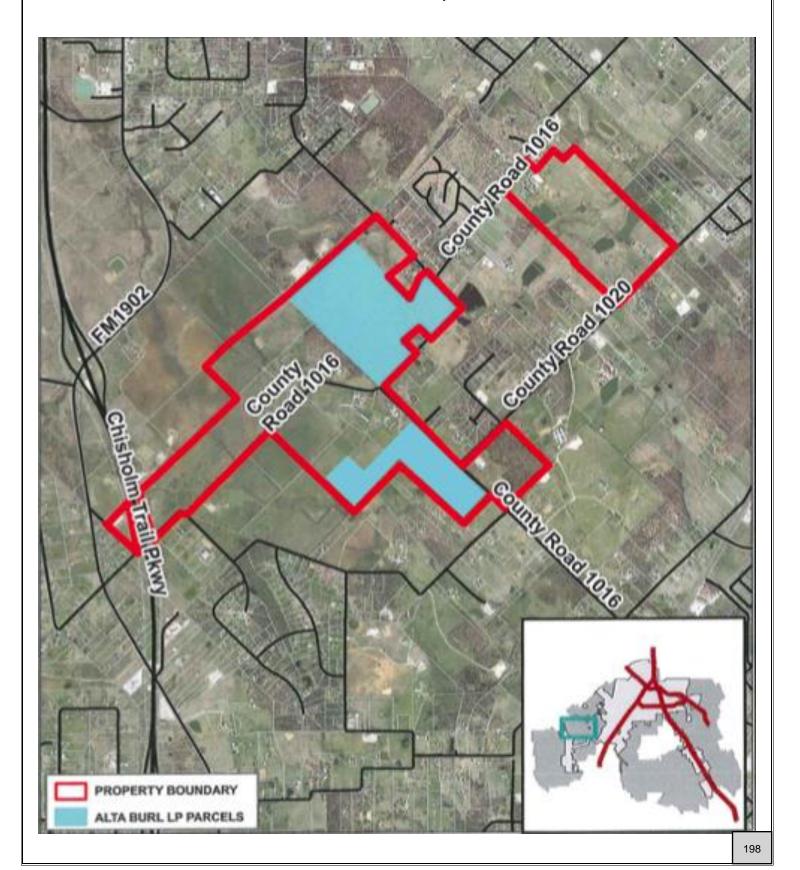


EXHIBIT A-3 PARCEL LOCATION MAP

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EXHIBIT A-4 PARCEL LOCATION MAP

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

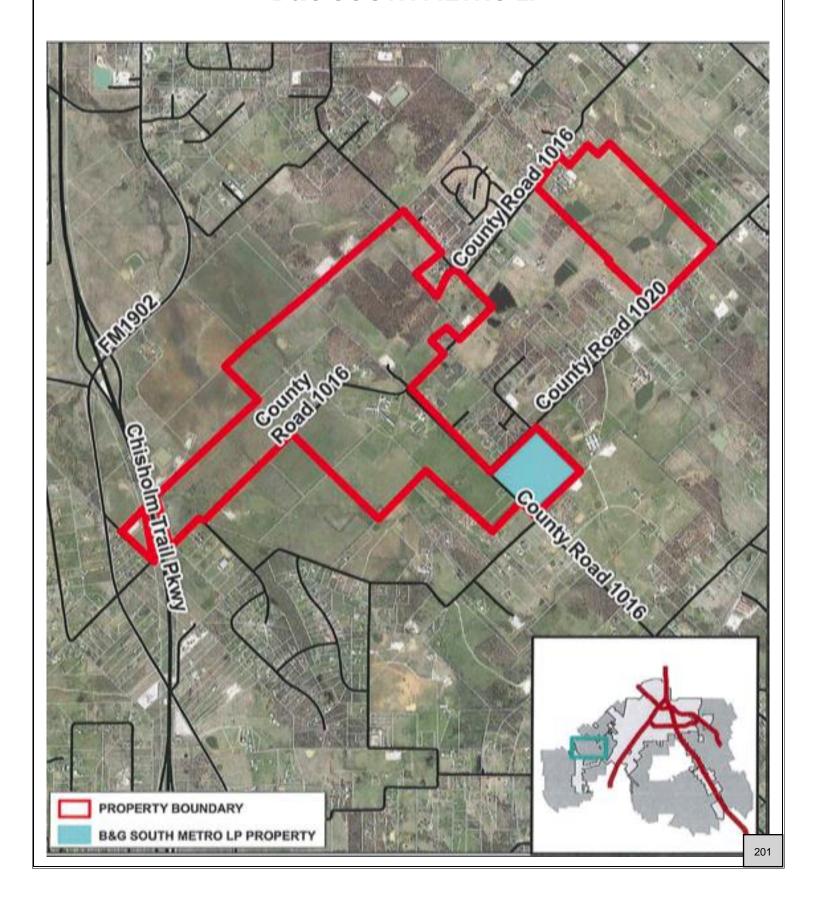


EXHIBIT A-6 PARCEL LOCATION MAP ROCKY BRANSOM

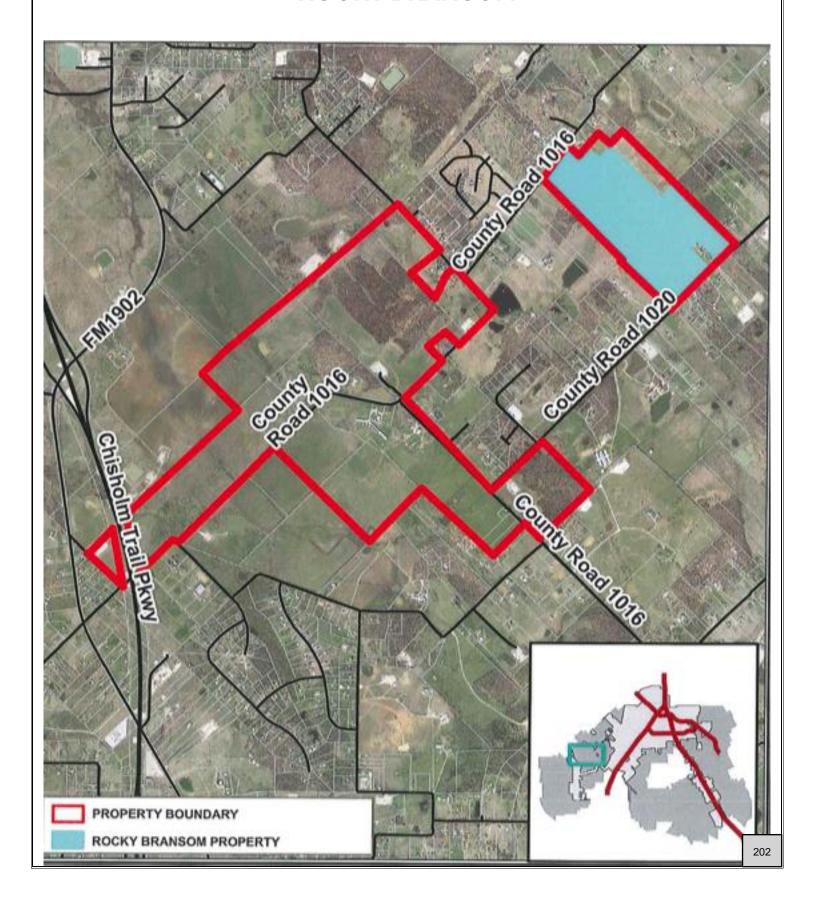


EXHIBIT A-7 PARCEL LOCATION MAP ROCKY & ANGELA BRANSOM

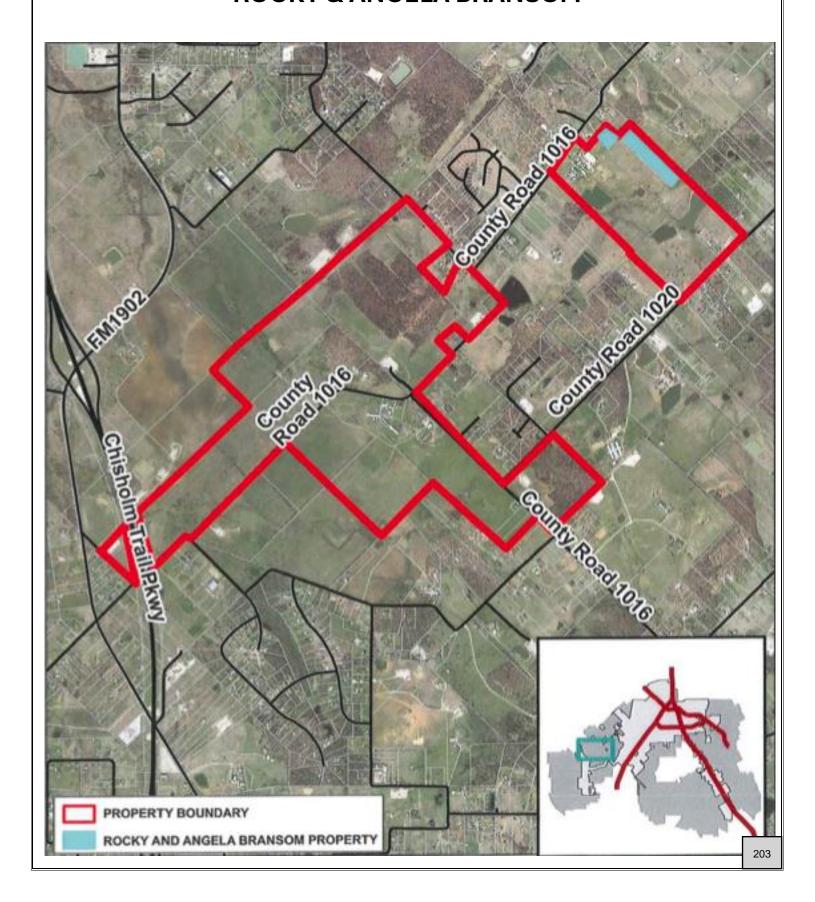


EXHIBIT A-8 PARCEL LOCATION MAP RA DEVELOPMENT LTD

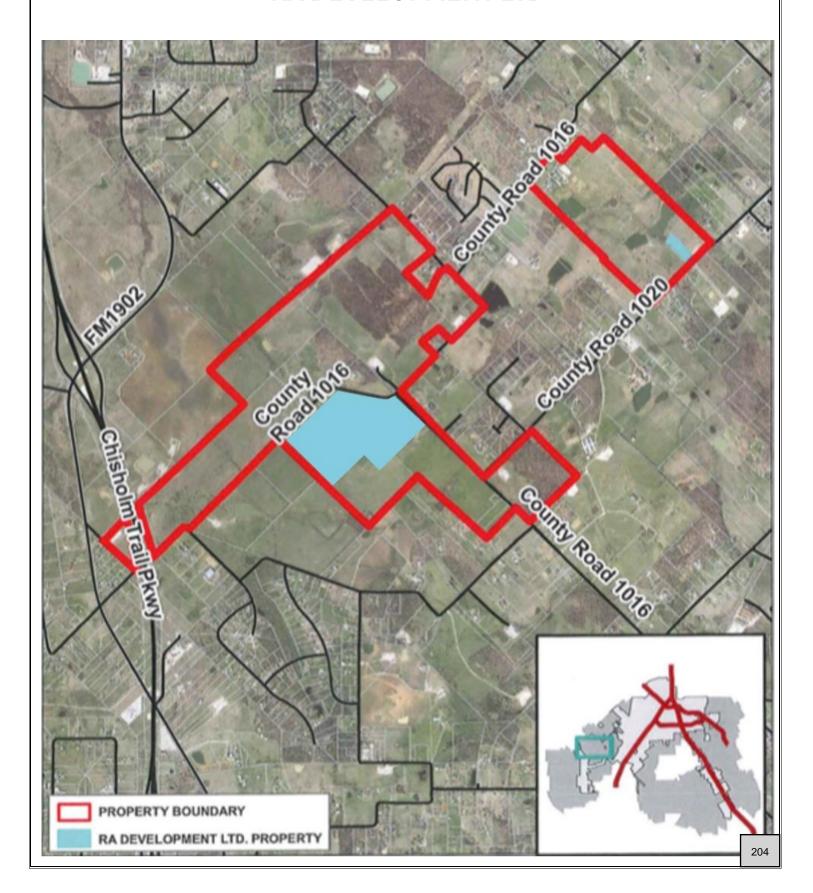
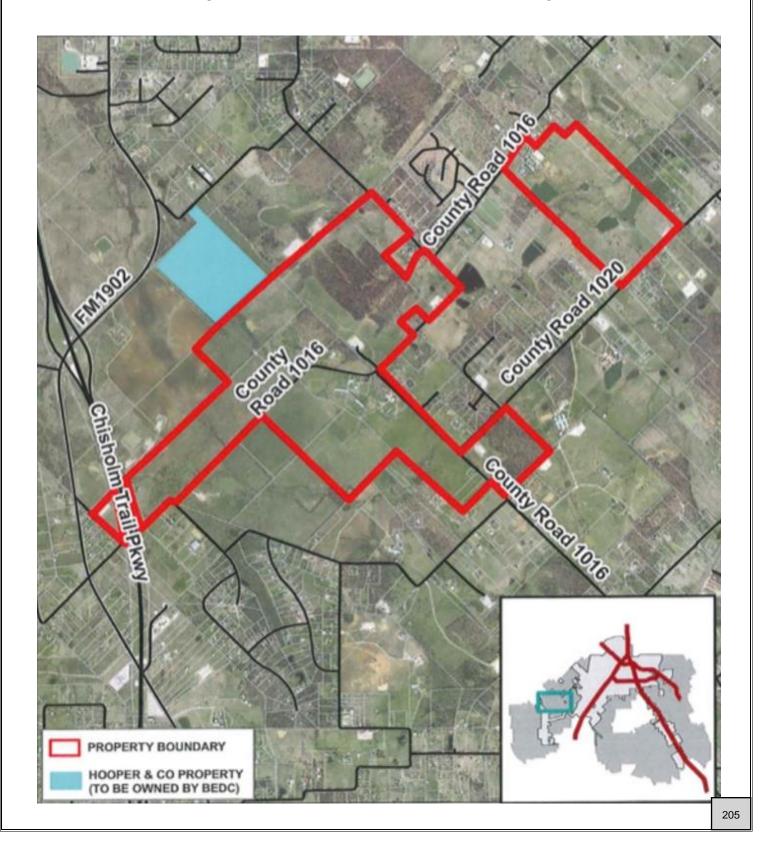


EXHIBIT A-9 PARCEL LOCATION MAP BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION (PREVIOUSLY HOOPER & CO)



Item	B.

EXHIBIT B

PRELIMINARY CONCEPT PLAN



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EXHIBIT C DEVELOPMENT STANDARDS

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SECTION 1: GENERAL

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

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

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

The terms and phrases used herein shall have the same definitions and meanings as provided in the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., Burleson Development, Inc., B & G South Metro, LP, Rocky Bransom, Rocky and Angela Bransom, Alta Burl, LP, Janice Yvonne Jackson, and the Jackson Family Trust (the "Agreement").

SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS

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

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

Page 1

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

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

SECTION 3: PROCESS

- 1. The development will follow all standard City processes for platting, zoning, and plan review.
- 2. In addition to platting and zoning, the Developer will create phased development plans consistent with the Preliminary Concept Plan included on pages 7-8 of Attachment 1 and Exhibit B of the Agreement for staff, Planning and Zoning Commission and City Council review. The development plans will be comprised of multiple phases (known as "Development Sections") as depicted on Exhibit G of the Agreement and will be the basis for preliminary plats. The development plan for each Development Section is expected to communicate high-level items that can provide some context for upcoming zoning and plat requests. Each development plan must be approved by City Council prior to submission of the preliminary plat and shall include the following:
 - (i) Land uses
 - (ii) Unit Count/Lot Mix both for the current development plan and cumulative of prior development plans
 - (iii) Designated Open Space
 - (iv) Park proximities
 - (v) Landscape Plan
 - (vi) Trail Plan
 - (vii) Park acreage both for the current development plan and cumulative of prior development plans.
- 3. The zoning of the development will be through a Planned Development Zoning District. The development standards included in this agreement will be the baseline for establishing the PD development standards.

Page 2

SECTION 4: THEME

- 1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, and general sense-of-place throughout the development.
- 2. The general components of the theme, including visual imagery and the conceptual color palette, shall conform to the pictorially representations in Attachment 1.
- **3.** The general components of the theme can be described literally as:
 - (i) "Western" focused around keyword concepts "rustic", "growth", "horses", "folk", "gateway", and "progress"
 - (ii) "Active" focused around keyword concepts like "trails", "outdoors", "purpose", "movement", and "nature"
 - (iii) "Family" focused around keyword concepts like "together", "community", "neighbors", "generational", and "care"

SECTION 5: LOT STANDARDS

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

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

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

- **2.** Detailed lot standards (lot dimensions, setbacks, yard standards, height standards, etc.) will be identified through the Planned Development Ordinance.
- 3. Each development plan and preliminary plat will be submitted with a lot mix chart showing what is included in the current plan/phase and what the cumulative status of the lot mix is.

SECTION 6: ARCHITECTURAL STANDARDS

- 1. Masonry standards. All structures must meet the City's Masonry Construction Standards (Chapter 10, Article XVI) unless otherwise provided in the Planned Development Ordinance.
- 2. Unless otherwise provided in the Planned Development ordinance, the Developer shall follow the City's zoning ordinances to establish uses and design standards.
 - (i) Traditional homes (60', 70' and 80' lots) are anticipated to follow zoning standards in effect at the time the Planned Development ordinance is considered.
 - (ii) Other home types (patio, townhome, cottage, etc.) or those that do not match an existing zoning category to have exhibit outlining standards.
- 3. All single family detached dwellings shall utilize at least five (5) of the following design features to provide visual relief along the front of the residence and any side of the residence facing a street:
 - (i) Carriage style garage door
 - (ii) Garage door not facing the street
 - (iii) Bay window, must project no more than 18" in the front or rear yard, and no more than 12" in the side yard.
 - (iv) Eyebrow or arched front windows
 - (v) Cast stone accents on the front elevation, minimum of 3% of front elevation

- (vi) Covered front porches of a minimum of 50 square feet
- (vii) Front porch railings of either wood or wrought iron
- (viii) Front door with at least 20% area covered with decorative glass or wrought iron
- (ix) Cupolas or turrets
- (x) Dormers
- (xi) Gable
- (xii) Decorative attic or gables feature, minimum 2 square feet
- (xiii) Two or more offsets in the front façade of at least 24" depth
- (xiv) Metal roof accents
- (xv) Recessed entry, an minimum of three (3') deep
- (xvi) Variable roof pitch equal to or greater than 8:12
- (xvii) Exterior shutters on at least 75% of the windows on the front façade
- (xviii) Masonry arches
- (xix) At least two types of masonry materials (stone, brick or stucco)
- 4. The Developer agrees to include all architectural standards established with the Planned Development into deed restrictions filed with the County with or prior to the filing of the final plat.
- 5. For homes on corner lots or where there is a direct line of sight to full side of home, additional architectural standards will be established.
- **6.** The Planned Development Ordinance will establish anti-monotony standards.
- 7. The Developer agrees to establish an architectural review committee to assist with the review of all permits prior to submittal to the City.

SECTION 7: OPEN SPACE/PARKS

- 1. An overall plan with a description and distance of each open space and parks improvement is provided on pages 14-17 of Attachment 1 and Exhibit D of the Agreement.
- 2. A detailed park and trails plan will be required as part of the development plan for each Development Section. The exhibit shall show each home to be within 3,000 feet of a neighborhood or community park.
- 3. Per the City's Subdivision and Development Ordinance, parkland shall be dedicated at one acre per 100 residential units. This development proposes approximately 3,066 residential units which results in 30.66 acres of parkland dedication required. The Developer proposes to dedicate approximately 102 acres or parkland. Should the dedication proposed fall below 90 acres, the Agreement shall be amended.

Page 5

- 4. The development plan will include parkland dedication amounts, which shall be a minimum cumulative rate of 1.5 times the City's current required dedication on a per phase basis (i.e. 200 residential units equals three acres of parkland dedication). Prior developed phases may be included in this cumulative count. Trails are included in the parkland dedication amount.
- 5. The City's parkland infrastructure fee shall be waived for this development due to construction of park improvements by the developer. The fees shall be considered through development of the PID Service and Assessment Plan (SAP).
- 6. All public parkland will be deeded to the City upon filing of the final plat for the developed phase and indicated as public parkland on the plats.
- 7. Neighborhood parks shall be given a specific focus while adhering to the overall theme and brand. Recommended focuses include but are not limited to park uses intended for young children, older adults, active lifestyle, passive space, inclusive of disabilities, etc.
- **8.** Any areas that are proposed to be private common space need to be delineated clearly on the plats.
- 9. Where possible, stormwater management features (detention ponds, bioswales, etc.) shall be used as park amenities either by incorporating retention with an aeration fountain or as a dry playfield.
- 10. The Preliminary Concept Plan on pages 7-8 of Attachment 1 and Exhibit B of the Agreement shows conceptual locations of 13 planned park areas, which includes a Community Park and an Equestrian Center. These locations are conceptual, but in no case shall fewer park locations be provided. The City shall evaluate the placement and necessity of one of the planned park areas located and identified in Summit Office Park and may elect not to construct this park.
 - (i) A concept plan for the Community Park on of page 14 of Attachment 1. The community park shall be a minimum of 10 acres. The Community Park shall generally conform to the Community Park concept on of page 14 of Attachment 1.
 - (ii) A concept plan for the typical Neighborhood Park is included on page 15 of Attachment 1. Neighborhood Parks shall generally conform to the Neighborhood Park concept on of page 15 of Attachment 1.
 - (iii) Parks shall generally be constructed in accordance with the following:
 - Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.

Page 6

- Community Park shall include the Community Building that follows the description in these standards.
- At least one of the Neighborhood Parks will include a community pool of approximately 5,000 square feet. The neighborhood park with the pool will be easily accessible by pedestrians and vehicles. The specific pool size will be identified with the development plan for the section it is in. The pool amenity may be split between parks and may also include alternate water amenities/features.
- With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided
- The Preliminary Concept Plan shows a number of amenities. These are conceptual in nature. A more detailed description of the planned amenities shall be submitted with the development plan for that Development Section. A formal plan shall be submitted with the construction plans for the surrounding infrastructure in that phase. It is anticipated that the final plans will deviate from the concept plan, but the number and nature of the amenities will need to be comparable.
- The community park will also contain the Community Building. The Community Building will be private and will not be included in the PID funding unless an agreement is otherwise reached with the City for the access, operation, maintenance and/or funding of the facility. A separate lot for the amenity center shall be provided.

Park Amenities	Community Park	Neighborhood Park
Minimum acreage	10	3
Off Street Parking	R	0
Playground	R	R
Restroom	R	О
ADA Accessibility	R	R
Site Furnishings		
Benches	R	R
Picnic Tables	R	R
Trash Receptacles	R	R
Pet Waste Stations	R	R
Landscape Improvements	R	R
Signage	R	R

Drinking Fountains	R	R	
Trails/Pathways	R	R	
Shade over play features	R	R	
Bike Racks	R	R	
BBQ Pits	R	О	
Lighting	R	R	
Optional Amenities			
Primary			
Outdoor fitness equipment (min. 3 stations)	О	О	
Sports Courts	О	О	
Sports Fields	О	О	
Ponds	О	О	
Skate Park	О	0	
Dog Park	О	0	
Splash Pad	О	О	
Fishing pier	О	0	
Musical Play Features	О	О	
Secondary			
Natural Area	О	O	
Gardens	О	О	
Public Access/Fencing	О	О	
Shade Structures (other than over			
playground)	О	О	
Shelters	О	О	

$$R = Required \mid O = Optional$$

- Community parks shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
- Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
- Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- (iv) The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. It is comprised of two separate buildings:
 - Horse Facility The existing horse facility is located at the eastern property shown on the Land Use Plan along County Road 1016. The facility is approximately 30,000 square feet, open-air and under-roof

Page 8

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

- Visitor Center / Offices The existing 3,000 square feet house southwest of the main facility may be converted to a facility for professional operations related to the Facility. The HOA would manage the building.
- (v) The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. The Developer will consider partnerships with the City for public events and programs.

SECTION 8: LANDSCAPING

- 1. A general landscaping plan will be required with the development plan for each Development Section, with call-outs and descriptions for specific landscape components throughout the Section. Care shall be taken to ensure adequate roadway and intersection sight visibility.
- 2. A detailed landscape plan will be required for the construction of each phase within the Development Section showing the landscape elements along the public roadways, parks and trails.
- 3. Street trees will be utilized primarily as an addition to the median rather than behind sidewalks. Major collectors and arterials will be required to have street trees, as well as those streets which function as minor collectors inside the development, connecting multiple neighborhood sections.
- 4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed with the roadway plans for the adjacent roadway. Factors for consideration in design are housing type, location of parks, location of trails, location of street calming measures, specific theme in the neighborhood section, specific theme for neighborhood parks, etc.
- 5. All common landscaping shall be installed prior to final acceptance of the public infrastructure for each phase.

SECTION 9: ENHANCED WALLS AND FENCING

- 1. Fencing standards will vary based on the location of the property in the development and shall generally adhere to the following:
 - (i) Properties with a rear yard adjacent to both Lakewood Drive (existing County Road 914 and its extension) and the existing east/west thoroughfare (existing County Road 1016 and its extension) will have a combination of ornamental metal fence and masonry screening wall of at least six (6) feet. The general mix of metal fence and masonry wall is between 40% and 60% for each. Screening will be provided with landscaping to follow the approval process described in the above section. Additionally, no residential lots shall have direct access to these roads. Fencing/screening shall be designed with the roadway plans for the adjacent roadway.
 - (ii) Fencing will not be added in front of the Townhomes along the road leading to the Community Park.
 - (iii) Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
 - (iv) Care shall be taken to ensure adequate roadway and intersection sight visibility.
 - (v) Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
 - (vi) Fencing located on typical rear yards or between residential lots may be decorative metal or board-on-board with cap and shall meet the City's fencing and screening ordinance. The PD Ordinance for each development section will define specific fencing requirements.
 - (vii) Any transitional fencing must meet City's fencing and screening ordinance.
 - (viii) Undeveloped land fencing abutting major roadways will be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center on page 31 of Attachment 1.
 - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
- 2. Fencing exhibit must be provided with the Planned Development ordinance.

SECTION 10: BUFFERS

Page 10

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

SECTION 11: STREET LAYOUT

- 1. The Preliminary Concept Plan is intended to provide areas of general land use. Except for roadways shown on Exhibit E of the Agreement, the roadways shown in these areas are conceptual only.
- 2. Roadways shall meet the following general design guidelines:
 - (i) Lakewood Blvd.
 - Minimum 4 lanes
 - minimum 120 foot ROW
 - Trail component
 - landscaped parkways and/or medians
 - (ii) Final roadway sections shall be determined with either the development sections or the roadway plans, whichever comes first.
 - (iii) All other roadways shall be designed in accordance with the city's updated Master Thoroughfare Plan to be adopted 2021.
- 3. Design shall incorporate methods to ensure that speeding and excessive cut through traffic is avoided. The following are examples of methods to be considered:
 - (i) Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
 - (ii) Neotraditional development with narrow streets, street trees, reduced front yard setbacks
 - (iii) Cul de sacs
 - (iv) Short block lengths
 - (v) Curvilinear methods, if necessary
- 4. Alleys This development proposes use of alleys to serve the townhomes and patio homes. Alley design must be carefully coordinated with the Fire Department for fire safety considerations and the Public Works Department for solid waste service considerations. Alleys shall be constructed per the design standards to be included in the Planned Development ordinance. A design for both one-way and two-way alleys should be shown to allow for the use of each where appropriate.

SECTION 12: TRAILS

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

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

- 2. Secondary trails are not identified on the land use plan but may be established with individual phases. Secondary trails shall be a minimum of 5 feet wide and constructed to City standards
- 3. Equestrian trails will be specifically designed in the development plan for the Development Section including the equestrian center. Trails will be guided by a national standard such as the *Equestrian Design Guidebook* published by the U.S. Forest Service and the Federal Highway Administration. Trail type may vary based on the existing terrain and intended user experience. Trail design options may include:
 - (i) 6-foot trail comprised of two 3-foot tread areas
 - (ii) 4-foot trail comprised of two 2-foot tread areas
 - (iii) Material of native soil with no road base plus wood chip in low drainage areas
 - (iv) Material of native soil with mixed-in crushed rock aggregate where needed
 - (v) Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
- 4. Trail park nodes. Conceptual trail park nodes are shown on page 16 of Attachment 1. The trail park nodes shall generally conform to the trail park nodes concept on of page 16 of Attachment 1. These are conceptual and will be specifically identified with each phase. Each park node shall include a seating area or picnic area and shall have at least one of the following amenities.
 - (i) Bocce Ball
 - (ii) Bag Toss
 - (iii) Horseshoes
 - (iv) Shuffleboard
 - (v) Chess/Checkers Tables
 - (vi) Fitness Stations
 - (vii) Art Installments
 - (viii) Science/Engineering Installments

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

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

SECTION 13: LIGHTING

- 1. Lighting will be provided by United Cooperative Services, the electric provider that holds jurisdiction in this area.
- 2. Developer will require a lighting type that best matches the theme based on the available options provided by United Cooperative Services.
- 3. A lighting plan will be submitted with each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the theme.

SECTION 14: SIGNS

- 1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations are shown throughout the conceptual plans included as exhibits to these standards. The sign design shall be included as part of the development plan for the first Development Section. Specific sign rules and regulations will be included in the Planned Development ordinance.
- 2. Entry signage for the main entry points in the Chisholm Summit development must generally match the theme as described in Section 4 and as illustrated in Attachment 1.
- 3. Wayfinding signage may be included throughout the community and used along the arterial roads, collector roads, and points of intersection to denote entries into individual neighborhoods.
- 4. All signs will be illuminated. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

SECTION 15: MULTI-FAMILY/SENIOR LIVING

- 1. Architectural features shall reflect the theme of the development.
- 2. The Multi-family portion shall meet the City's design standards for Multi-family. Article VIII of Appendix C (Urban Design Standards) at the time of this agreement adoption. Additional multi-family standards will be included with the Planned Development ordinance at the time of its adoption.
- 3. The area designated for Multifamily / Senior Living will be established with at least 25% focused on the "senior living" component, promoting a district in that serves the full life-cycle of a community.
- 4. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

SECTION 16: COMMERCIAL ELEMENTS

Page 13

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

- 1. Uses for the commercial area will be established with the Planned Development ordinance as this phase is developed. Generally, the uses will be Neighborhood Service to light General Retail, providing opportunities for shops and stores while limiting the uses found in a broader commercial category.
- 2. Architectural standards, signage, and any amenities will be aligned with the theme of the community. Branding of Chisholm Summit will be present throughout the commercial node.
- 3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

SECTION 17: COMMUNITY BUILDING(S)

- 1. A main Community Building will be located in the Community Park. Refer to Exhibit D of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
 - (i) Party rooms for HOA-member use
 - (ii) Covered patio
 - (iii) Fire pits
 - (iv) Outdoor kitchen
 - (v) Restrooms
 - (vi) HOA office
 - (vii) Pedestrian connections to Community Park amenities
 - (viii) Dedicated parking for building use
 - (ix) Strand light plaza
- 2. The building space will be privately-owned and maintained by the HOA.
- **3.** A separate community building will be considered for a neighborhood park in the area shown on the Land Use Plan as Multifamily / Senior Living.

SECTION 18: NEIGHBORHOOD ACTIVITIES

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

- 2. Community activities should enhance the living experience of the Chisholm Summit residents and be seen as a component of the active neighborhood atmosphere seen in master-planned communities.
- 3. Public amenities and park spaces should be utilized for activities like holiday light competitions, concerts, holiday parties, group horse rides, egg hunts, lawn game competitions, fun runs, etc.
- 4. Public activities should be actively promoted by the HOA or associated groups. A community website or social media accounts should be developed, maintained and regularly updated to establish community connections.

SECTION 19: ATTACHMENT DESCRIPTIONS

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

1. Master-Planned Community Presentation – Attachment 1

Page 15 223

Exhibit C Development Standards Attachment 1



THE HEIGHT OF BURLESON LIVING

RA Development, Ltd.

February 22, 2021



BURLESON DEVELOPMENT, INC.



ROCKY BRANSOM

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



JUSTIN BOND

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



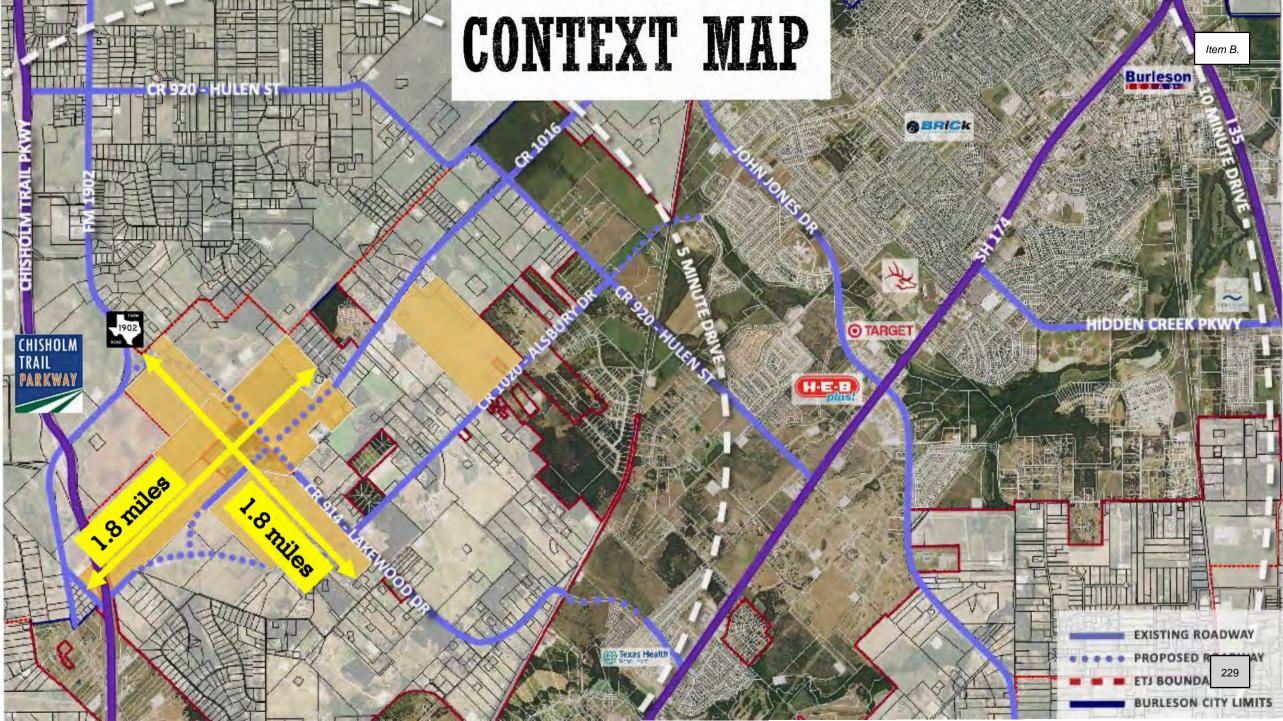
PROPERTY HISTORY

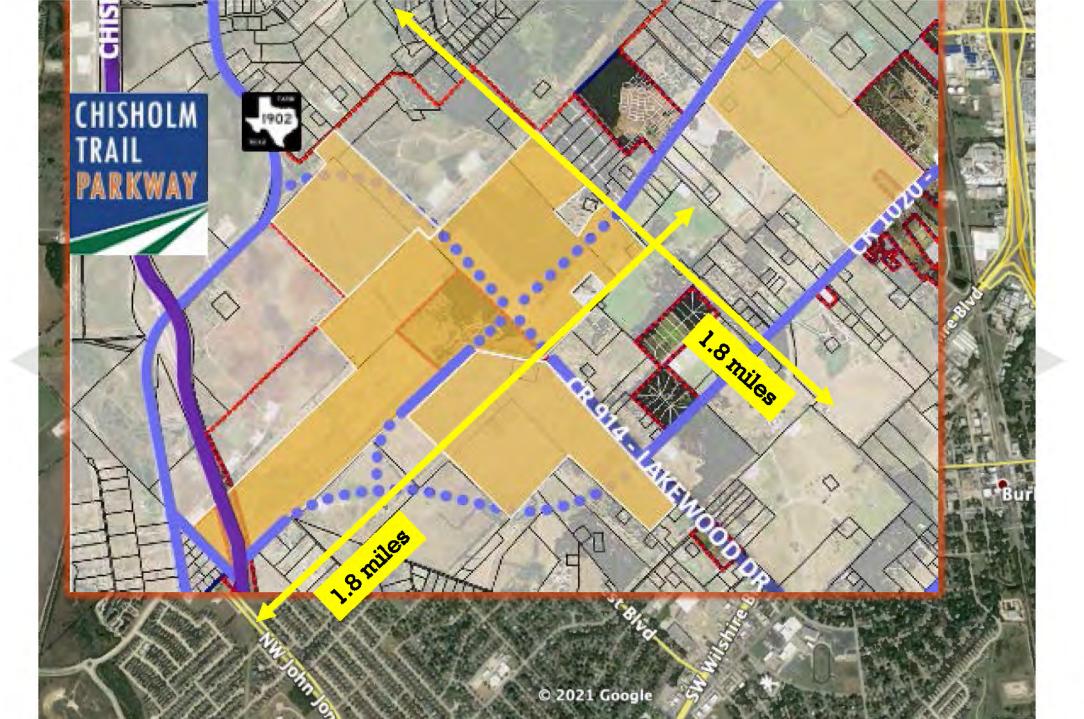
- 2005 Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 Development Agreements with CTP-area owners in Burleson extraterritorial jurisdiction to establish rules for future annexations
- 2016-2021 Burleson Development, Inc. (Rocky Bransom)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



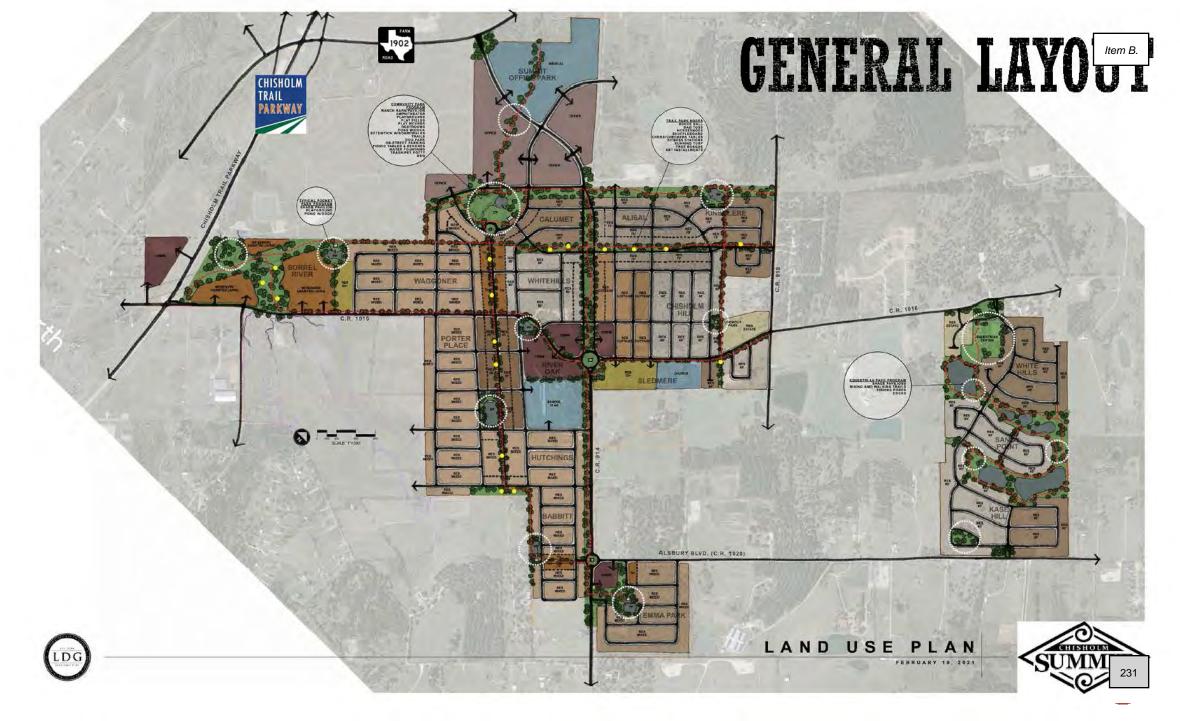
Item B.











BY THE NUMBERS



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

PROVIDERS

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



CITY REQUIREMENTS FOR MASTER-PLANNED COMMUNITIES



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



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





THEME & PLACEWAKING

WESTERN

RUSTIC GROWTH HORSES FOLK GATEWAY PROGRESS

ACTIVE

TRAILS OUTDOORS PURPOSE MOVEMENT NATURE

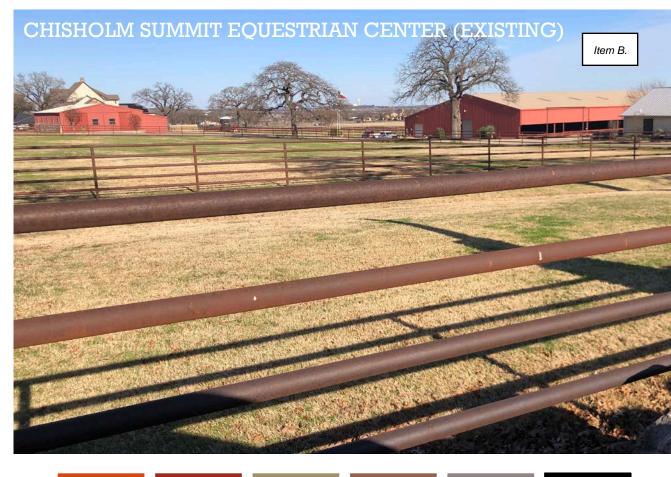


TOGETHER COMMUNITY NEIGHBORS GENERATION, CARE

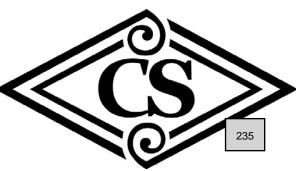








































SUMMIT SUMMIT









OPEN SPACE AMENITY CENTERS CONNECTING TRAILS NEIGHBORHOOD ACTIVITIES





COMMUNITY PARK PLAN

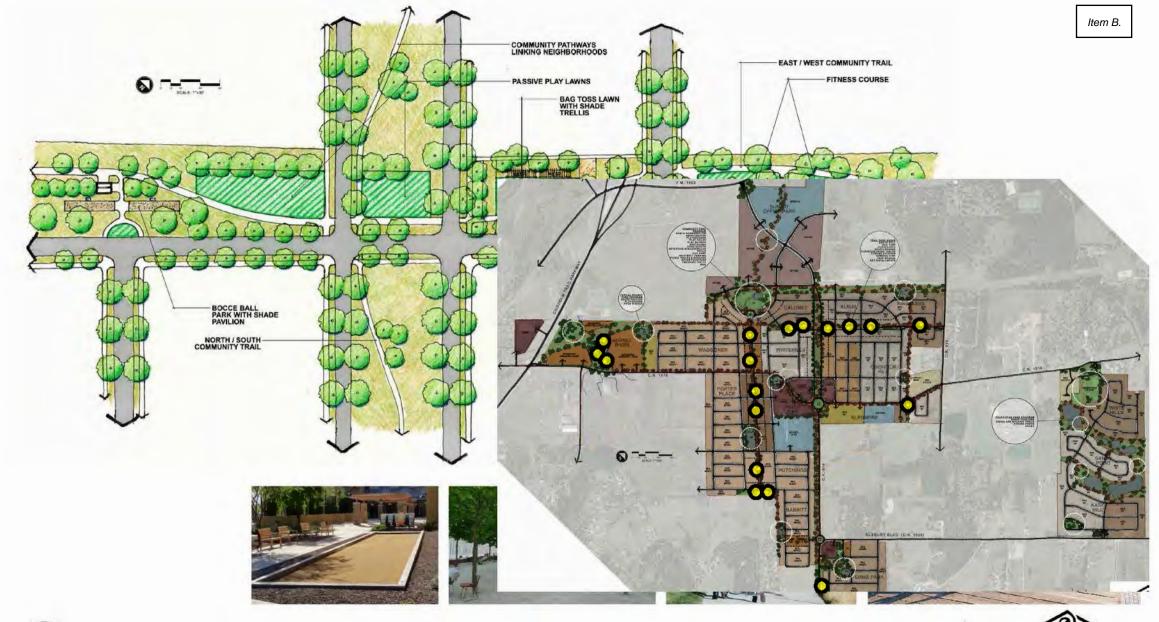






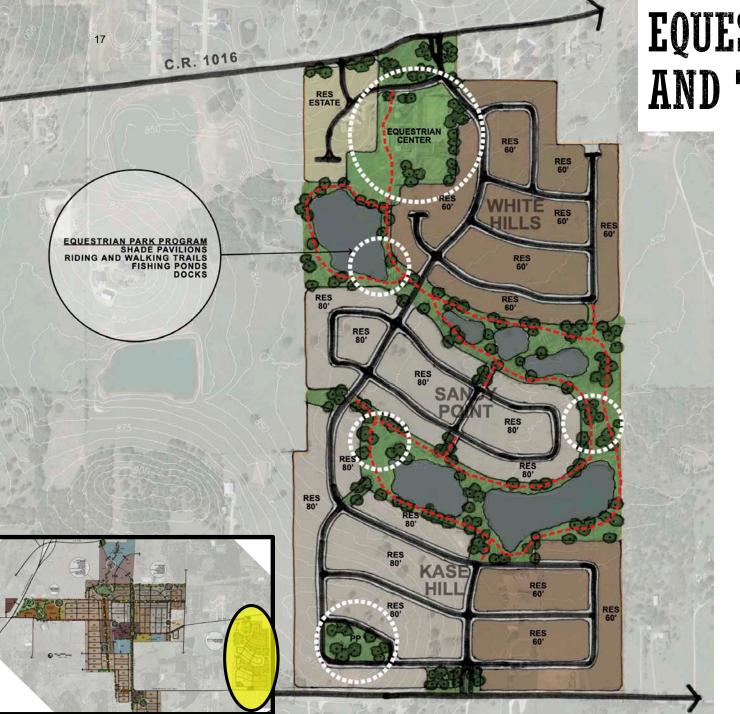








TYPICAL TRAIL PARK CORRIDOR



EQUESTRIAN CENTER AND TRAILS



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

LOT SIZE VARIETY BUFFERS COMMERCIAL ELEMENTS

SUMMIT SUMMIT

LOT SIZE VARIETY



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





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



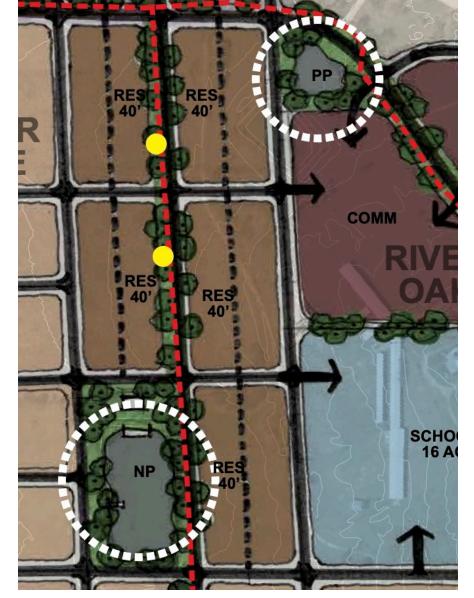






- Also known as a "bungalow court" or pocket neighborhood
- Front yards are shared with a block of neighbors
- Garage accessed by alley
- Typical lot 40' x 100'

PATIO HOMES

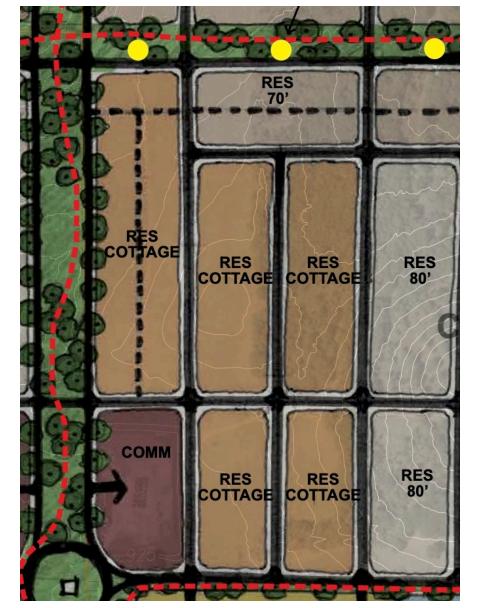






- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot 56' x 120'

COTTAGES (HERITAGE)









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





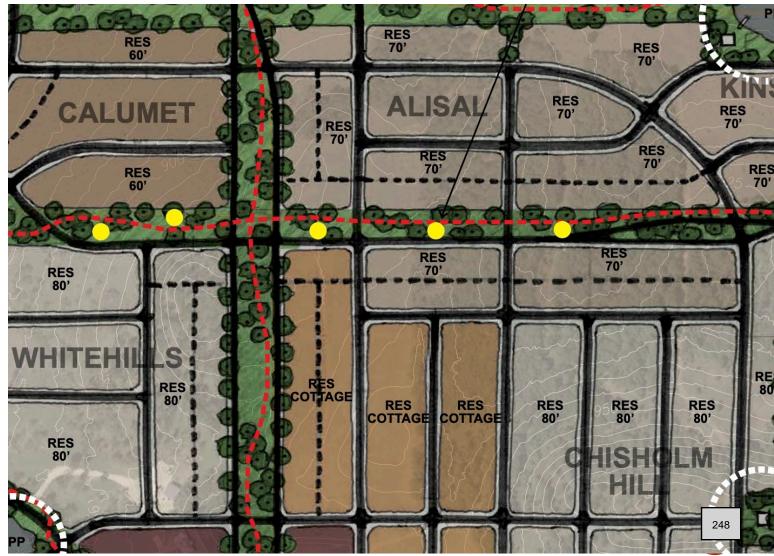




- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
 - 60' x 120'
 - 70' x 130'
 - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan



PLANNED SINGLE-FAMILY

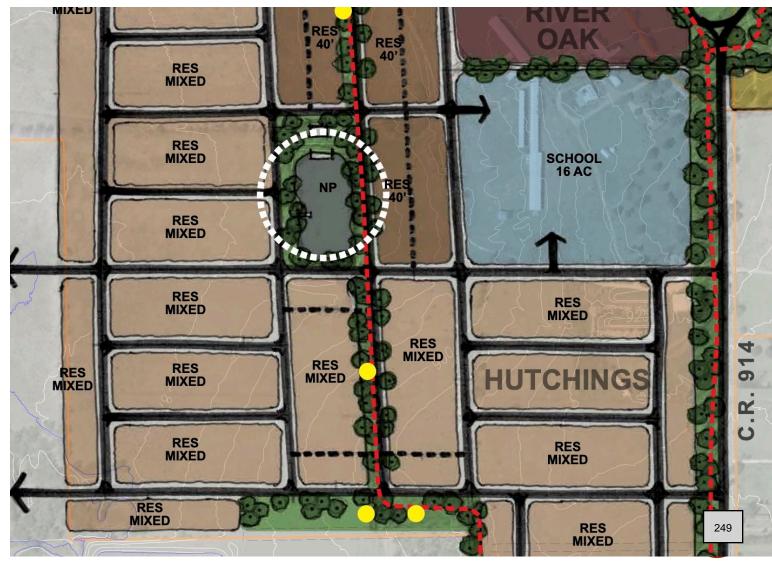




- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
 - 40' x 100'
 - 56' x 120'
 - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed



MIXED SINGLE-FAMILY

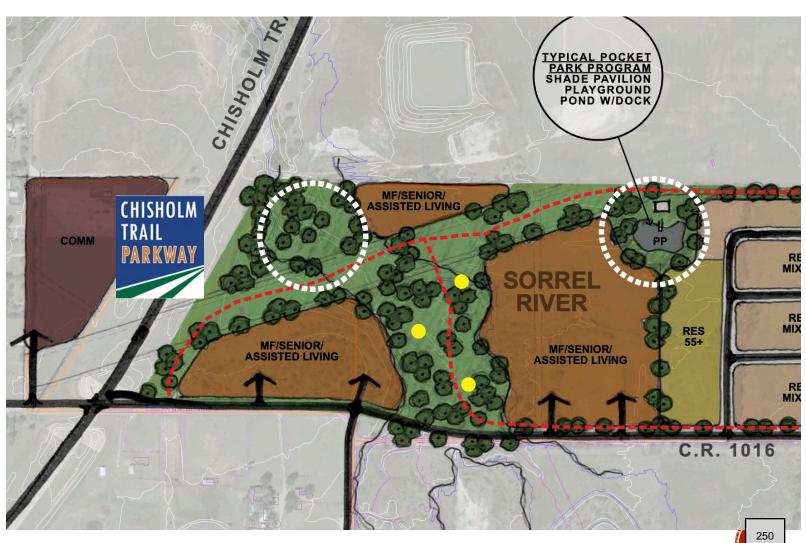




- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

SENIOR CARE & MULTIFAMILY



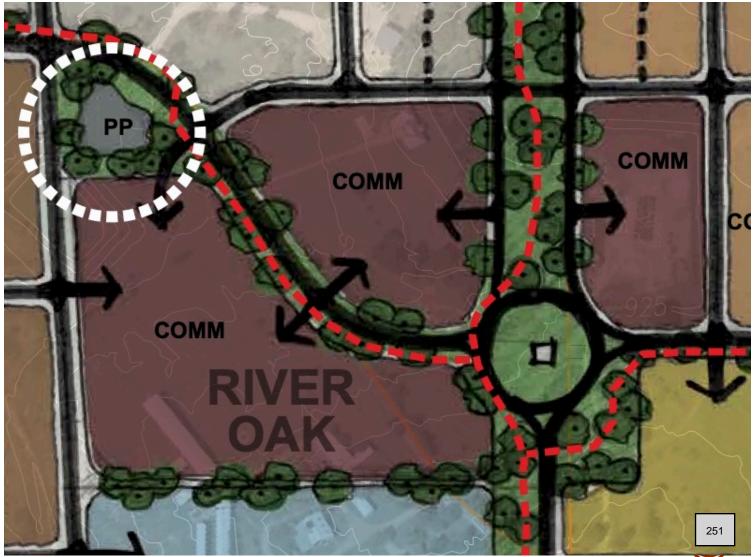




- Following rooftops, land is preserved for commercial and neighborhood services
- Community "downtown" node called Chisholm Square
 - Similar size to 9 square blocks of Old Town
- Commercial areas to be connected by trail system

COMMERCIAL NODES

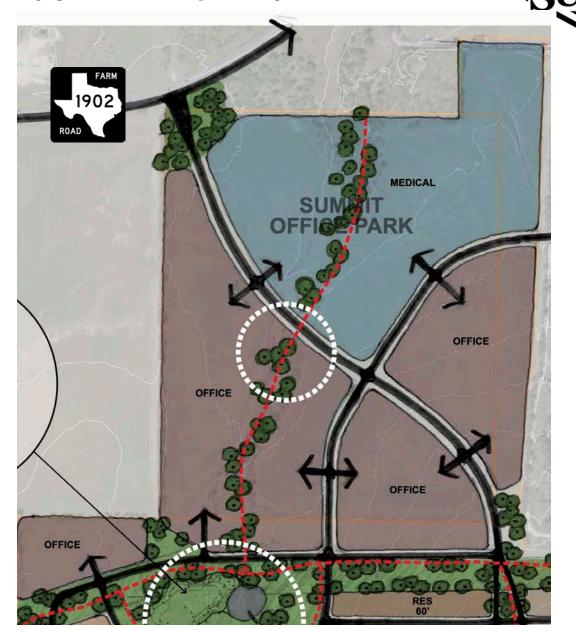






- Over 90 acres with convenient access to Chisholm Trail
 Parkway via FM 1902
- Professional office park with opportunity for medical
- Bisected by major boulevard
- Ideal live-work lifestyle for families in over 3000 units

SUMMIT OFFICE PARK





ARCHITECTURAL STANDARDS ENHANCED WALLS & FENCING ENHANCED LANDSCAPING



STANDARDS

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

WINDSONG RANCH HOUSING VARIETY







ENHANCEMENTS



ARBORLAWN AND CTP, FORT WORTH



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



RAIL FENCE AT EQUESTRIAN FACILITY



PUBLIC INFRASTRUCTURE & PARTICIPATION

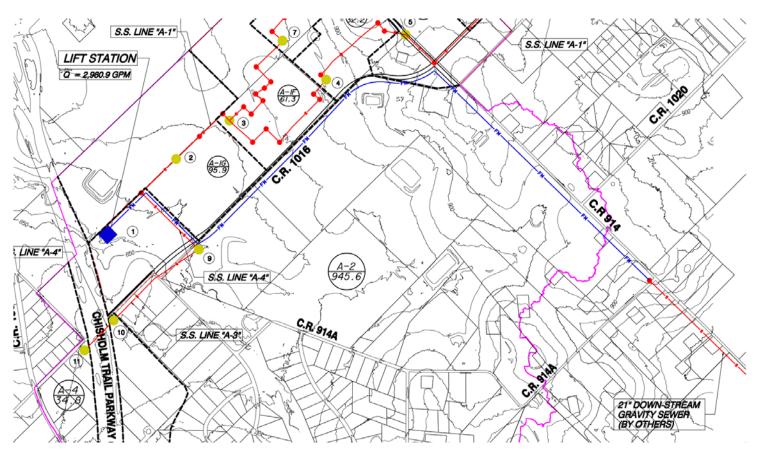


PUBLIC INFRASTRUCTURE

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



PARTICIPATION REQUESTED



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



PARTICIPATION REQUESTED



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

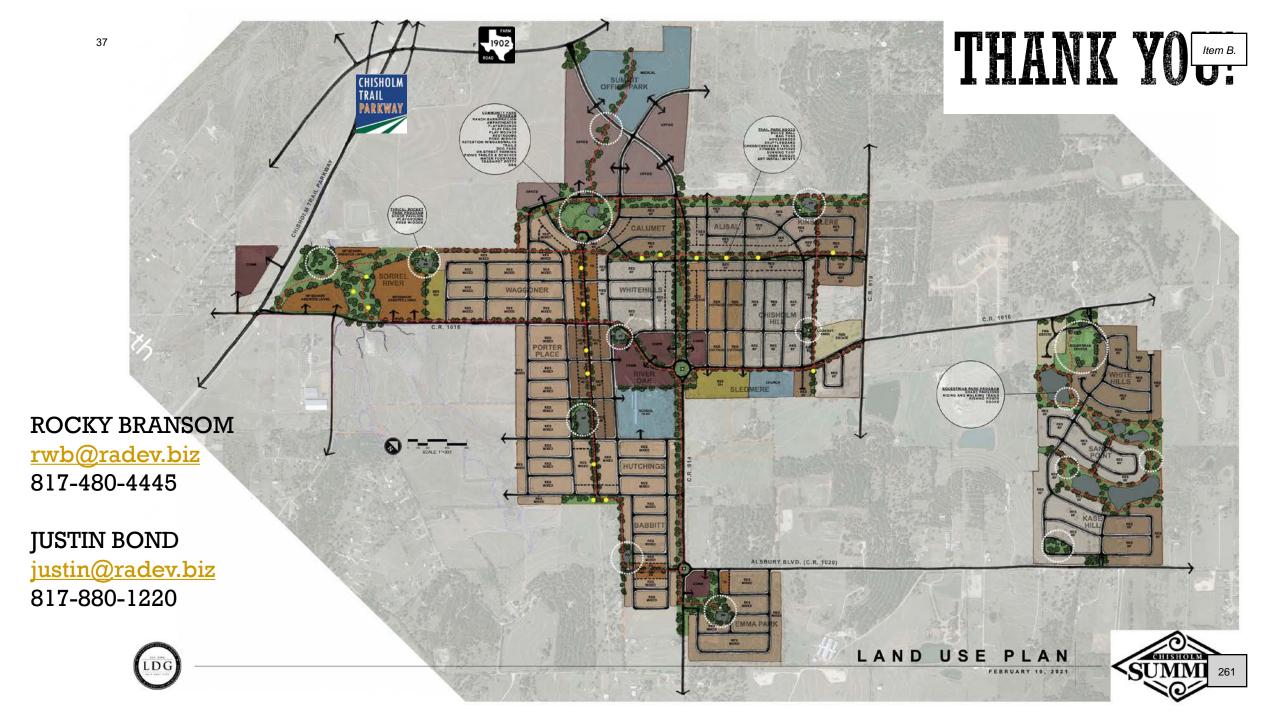


CLOSING



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

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



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EXHIBIT D

PARKS AND TRAILS PLAN

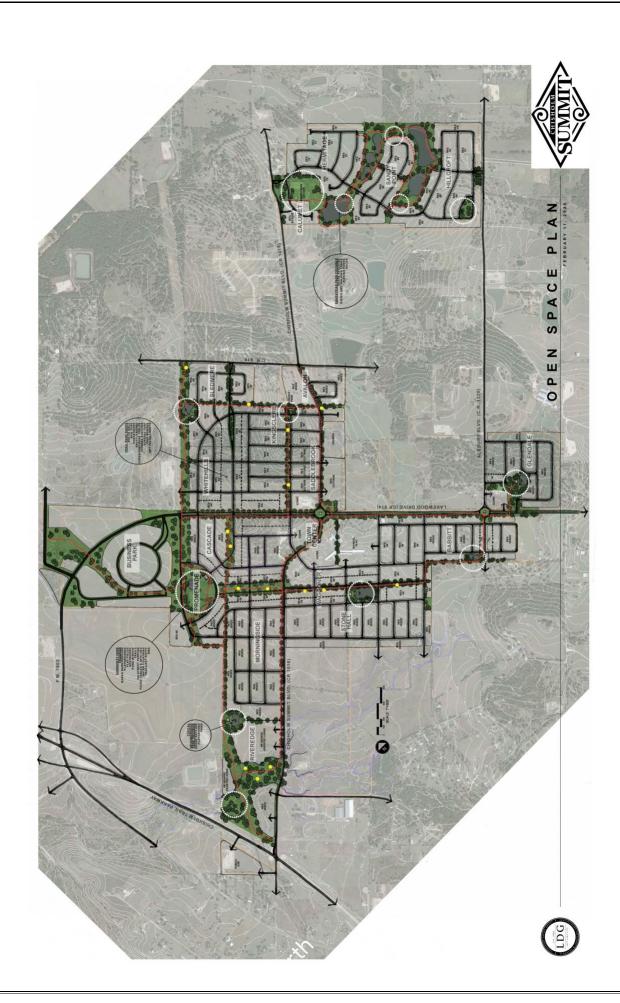


EXHIBIT E ROADWAY IMPROVEMENTS

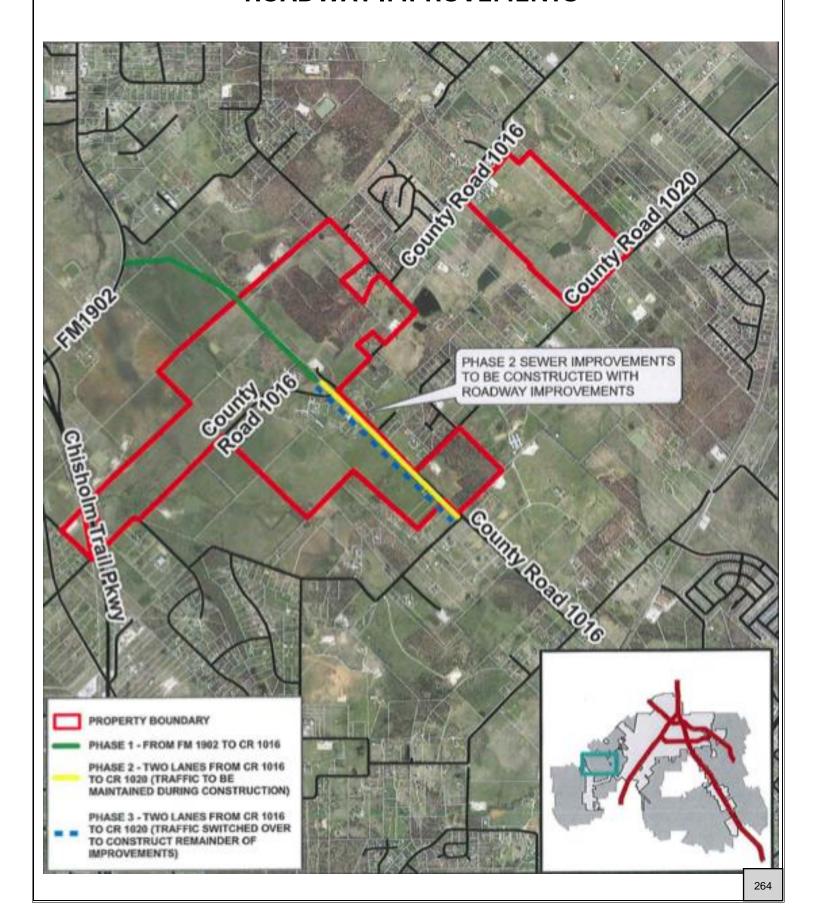
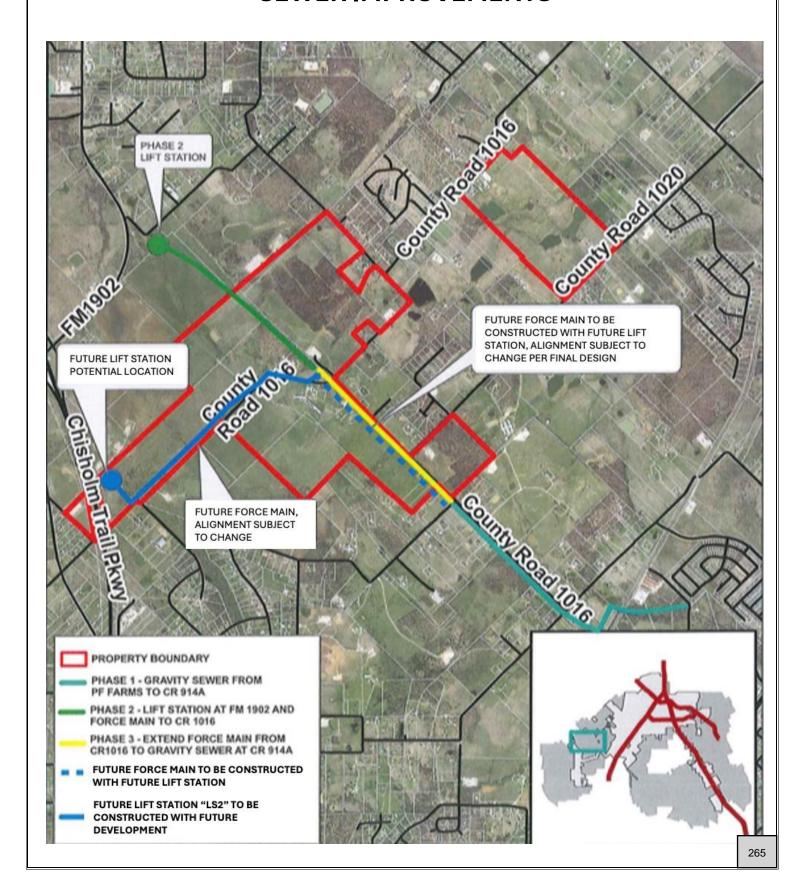


EXHIBIT F SEWER IMPROVEMENTS



Item	B.

EXHIBIT G ANNEXATION PLAN / DEVELOPMENT SECTIONS

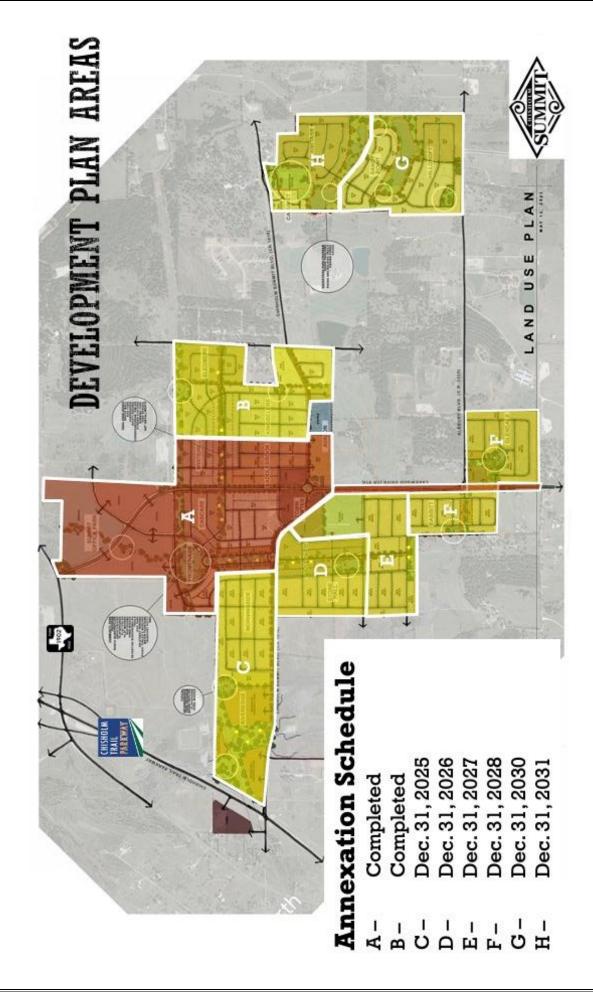
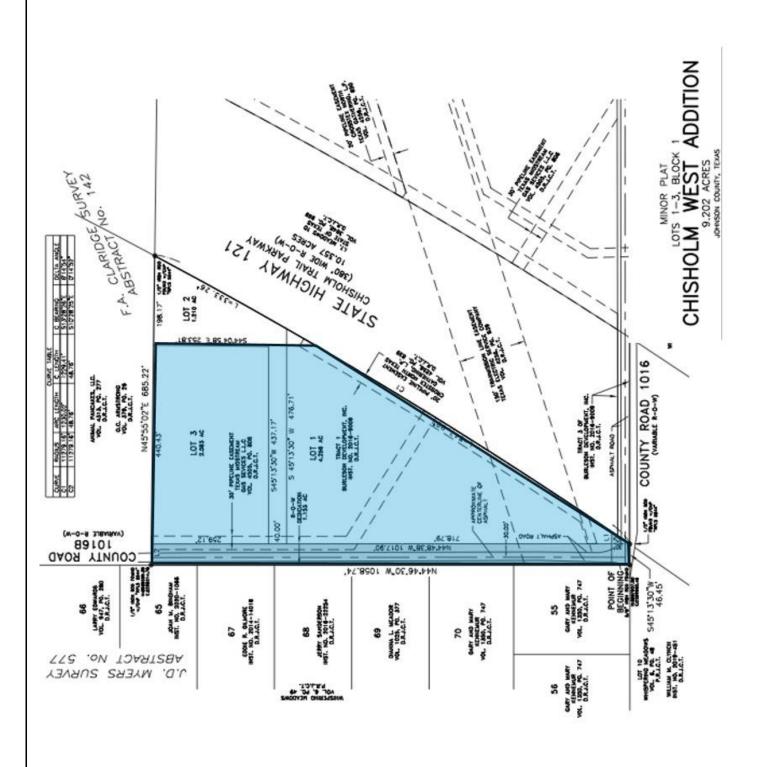
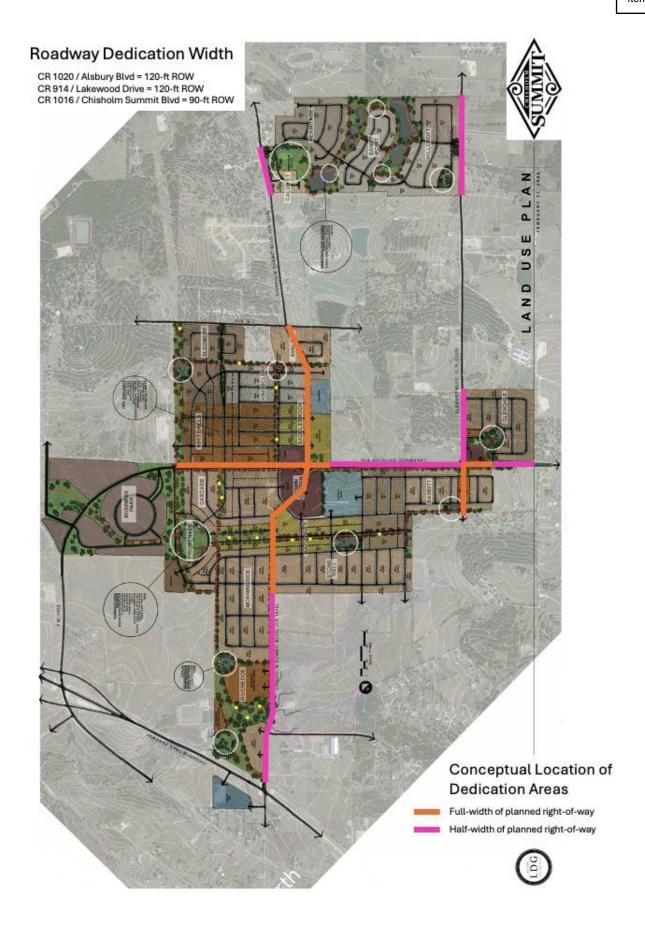


EXHIBIT H PUBLIC SAFETY DEDICATION AREA



	Item B.
EVLUDITI	
EXHIBIT I DEDICATION OF RIGHT-OF-WAY	
DEDICATION OF RIGHT-OF-WAY	
	260





Economic Development Corporation (Type A)

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: April 21, 2025

SUBJECT:

Consider and take possible action on a resolution recommending a contract with Land Design, Inc. for the design of Type A corporation property and phase I of the community park in the amount of \$320,000 with a contingency of \$32,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

In early 2024, Parks and Recreation staff initiated a public engagement process with Land Design to gather community input on desired amenities for the proposed Community Park site. The feedback informed the development of an initial schematic design, which received enthusiastic support from the community.

Full Design Scope (Future Vision)

The complete vision includes a variety of park amenities as informed by community engagement. (Details not itemized in the presentation but may be included in future documentation.)

Phase I Scope (Initial Activation)

Once the contract is executed, in-house staff will begin the initial activation of the site, which will include:

- Entry drive access from Hulen
- Phase I of parking
- Temporary placement of softball fields at their permanent locations for community use
- Drainage and pond improvements
- Installation of natural trails

Next Steps

This design portion of this item was presented to Park Board on April 17, 2025.

Design Phase Cost Breakdown

- Total Design Cost: \$320,000
- Contingency (10%): \$32,000
- Total Phase Cost (Design + Contingency): \$352,000

Even Split Between Funding Sources:

- 4A Contribution: \$176,000
 - Includes \$160,000 for design + \$16,000 contingency
- 4B Contribution: \$176,000
 - Includes \$160,000 for design + \$16,000 contingency

OPTIONS:

Approve as presented

Approve with changes

Deny

RECOMMENDATION:

Staff recommends approval as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

The design was presented to Park Board on April 17.

FISCAL IMPACT:

Proposed Expenditure: \$320,000

Account Number(s): Fund: 4A & 4B 50/50 Split Account Description: Furniture & Equipment

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201





COMMUNITY PARK DESIGN

4A APRIL 21, 2025

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

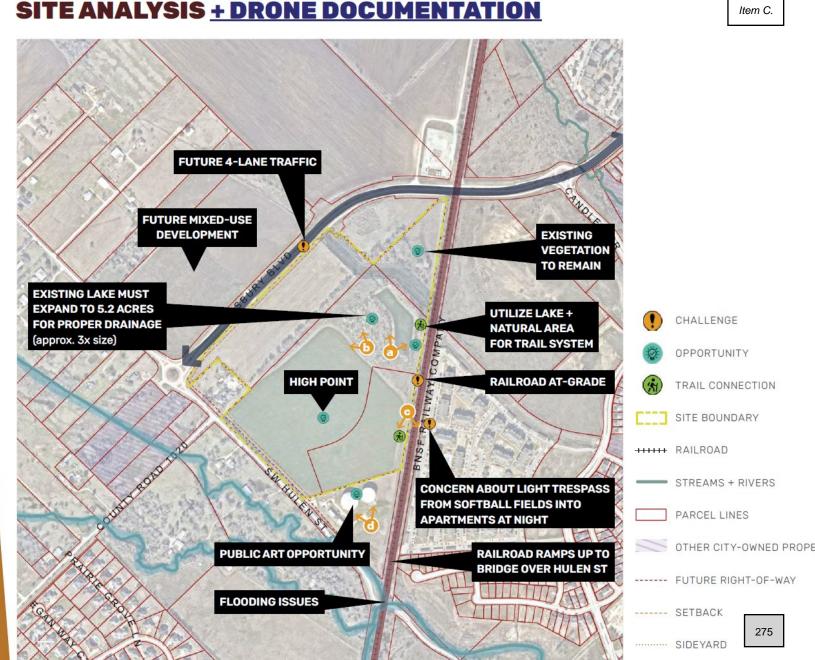
274

120' DRAINAGE FASEMENT

BACKGROUND

THE FUTURE HOME OF THE COMMUNITY PARK IS LOCATED AT THE INTERSECTION OF ALSBURY AND HULEN. AT THE BEGINNING OF 2024 STAFF AND LAND DESIGN BEGAN PUBLIC ENGAGEMENT TO GATHER FEEDBACK FROM THE COMMUNITY ON WHAT AMENITIES THEY WOULD DESIRE TO SEE AT THIS LOCATION.

BASED ON THAT FEEDBACK, AN INITIAL SCHEMATIC DESIGN WAS PUT FORTH FOR THE COMMUNITY TO RESPOND TO. THE COMMUNITY WAS EXCITED AND SUPPORTED OF THE DESIGN THAT WAS PUT FORTH.



SUMMARY OF KEY FINDINGS WHAT WE HEARD

The design team prepared a series of boards for the public, City staff, and stakeholders to respond to over the course of the charrette. This included three (3) activities and two (2) openended response questions (see right for the Activity Guide). The design team was also available in the room to answer questions and discuss residents' preferences and priorities.

The same content was used for all three audiences, with the exception of four (4) additional "Positioning Boards" with more spatial and design-related prompts that were presented at the Stakeholder Open House. The following section summarizes the key findings, priorities, and major themes from all three Open House events, and the subsequent online Community Survey. The numbering corresponds with the activity stations (1-6) at the Open House – see the Activity Guide to the right for information about each station.

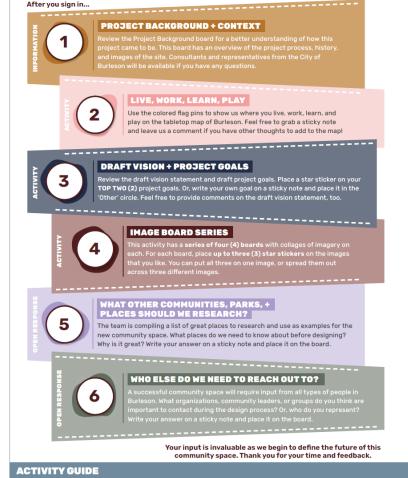
All of the boards used during the Community Engagement phase with documented notes from the public and tallies of how many stars each image or project goal received can be found in Appendix A and B of this booklet.

people attended the Public Open House (92 people signed in)

people attended the City Staff Open House

people attended the Stakeholder Open House

The graphic to the right guided participants through the six (6) Open House stations and activities.



276

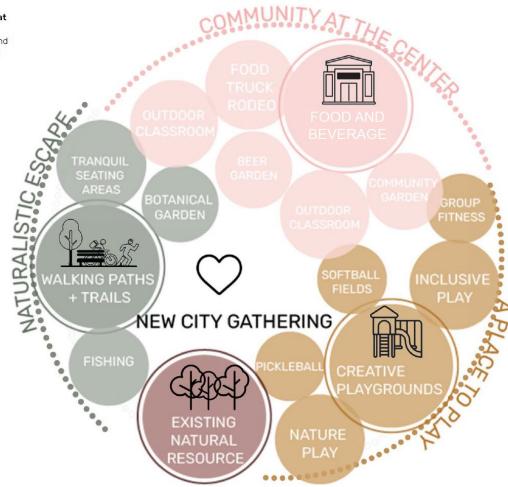
THE BIG IDEA

The community engagement process and site analysis informs the Big Idea for the new community space. Much of the feedback indicated that the community wants to balance civic and social uses with places to recreate and be with nature. **Connectivity was a key theme that emerged** – providing opportunities to connect to nature, connect families internally through multigenerational programming, create spaces that inspire new social connections to friends and the larger community, and bridge the gap between citizens and local government through civic and educational resources.

The Program

A general program of elements was developed based on public, City staff, and stakeholder input. All of the site plan concepts include these elements in different configurations:

- · Three (3) softball fields
- · Sports courts (pickleball and tennis)
- · Community park/civic commons
- · Space for community events (min. 4 AC for 8,000 people)
- · Inclusive nature playground
- Lake access
- · Walking paths and trails
- · Environmental reclamation area
- Dog park
- Bandstand/stage
- Food truck rodeo
- Civic uses
- · Commercial and retail (food and beverage)
- Shared parking lots (min. 1 space per 200 sf of retail/commercial, min. 30 spaces)
- · New street with entrances on Alsbury Blvd and Hulen St



277

4B Capital Projects Plan FY 2025-2029 Adopted November 2024



Project#	Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
PK2405	BAILEY LAKE			\$498,750			\$498,750
NEW	BARTLETT				\$420,000		\$420,000
NEW	CENTENNIAL	\$525,000					\$525,000
NEW	CHISENHALL					\$336,000	\$336,000
NEW	HEBERLE				\$336,000		\$336,000
NEW	MISTLETOE HILL			\$585,000			\$585,000
NEW	BATHROOM ADDITIONS		\$157,500		\$162,225		\$319,725
PK2410	CHISENHALL FIELD TURF	\$2,205,000					\$2,205,000
NEW	ADULT SOFTBALL FIELDS	\$2,163,000					\$2,163,000
PK2103	SHANNON CREEK PARK	\$1,881,675					\$1,881,675
PK2311	COMMUNITY PARK	\$540,750					\$540,750

4A Projects	2025	2026	2027	2028	2029	Total
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
Future Project			\$10,000,000			\$10,000,000
High Point Expansion Purchase	\$1,742,400					\$1,742,400
Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
Total	\$7,143,677	\$20,000,000	\$10,000,000	\$0	\$0	\$37,143,677

4A Capital Projects Plan FY 2025-2029 Adopted November 2024





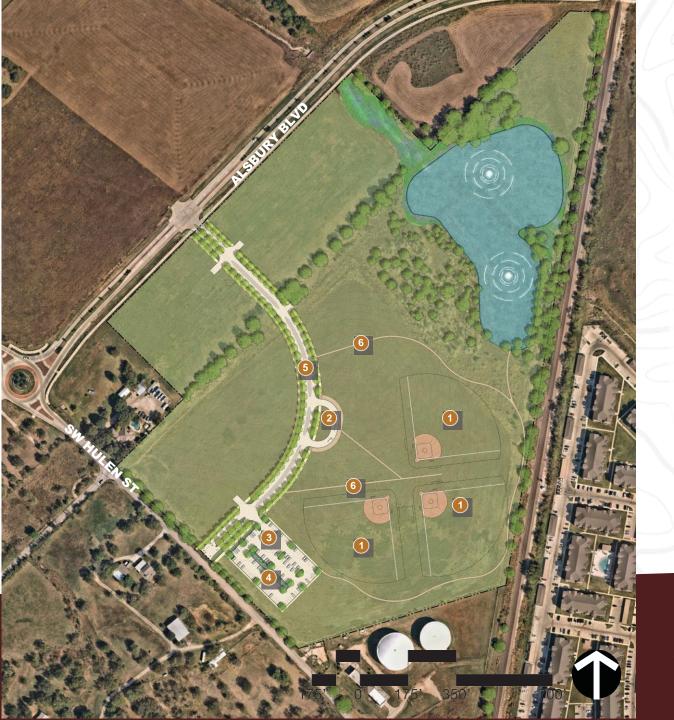
LEGEND-FULL SCHEMATIC DESIGN

- 1 SOFTBALL FIELDS
- 2 CONCESSIONS / RESTROOMS
- **3** RESTROOMS
- COVERED PLAZA
- **6** GARDENS
- **6** SPORTS COURTS
- **FISHING PIER**
- 8 DOG PARK

- WALKING TRAILS
- 10 INCLUSIVE PLAY
- 11 FOOD TRUCK PLAZA
- COVERED STAGE
- **RAIN GARDEN**
- 1 PARKING
- 15 PEDESTRIAN BRIDGE
- **16** STORAGE BUILDING

ALSBURY & SW HULEN
STREET COMMUNITY SPACE







LEGEND - PHASE 1

- **1** TEMPORARY SOFTBALL FIELDS
- FOOD TRUCK PLAZA
- PARKING
- RAIN GARDEN
- **6** ROADWAY WITH PARALLEL PARKING
- **6** TEMPORARY WALKING TRAILS

Contract Scope - Phase I

Includes: Construction documents, irrigation tap, main road, parking, and stormwater infrastructure.

Does not include: Electrical, main water, or sewer utilities.

ALSBURY & SW HULEN STREET COMMUNITY SPACE





Item C.

Financial Consideration

Design Phase Cost Breakdown

•Total Design Cost: \$320,000

•Contingency (10%): \$32,000

•Total Phase Cost (Design + Contingency): \$352,000

Even Split Between Funding Sources:

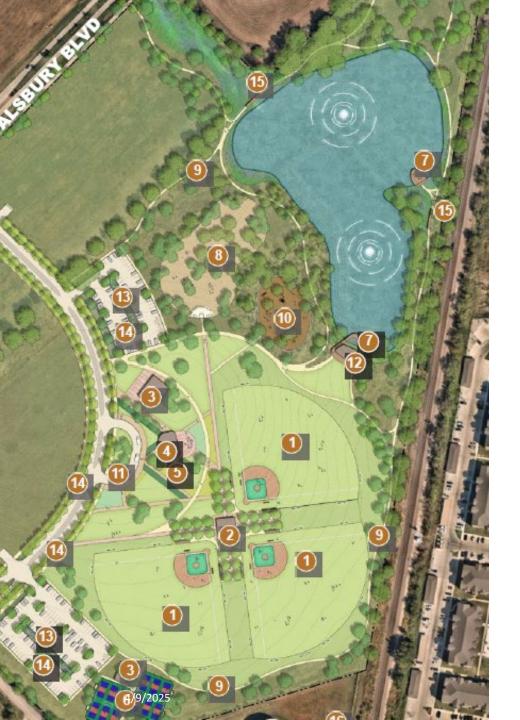
•4A Contribution: \$176,000

Includes \$160,000 for design + \$16,000 contingency

•4B Contribution: \$176,000

Includes \$160,000 for design + \$16,000 contingency





TIMELINE FOR PHASE I

November 2024- Amended Capital Plan 4A and 4B Complete Budget Amendment for 4A-November 2024 Completed Schematic-April 2025 Begin Design- May 2025

Construction- Winter 2025

Open - Spring 2026



ACTION

Staff recommends approval as presented



MARCH 5, 2025

AGREEMENT FOR PROFESSIONAL SERVICES

ALSBURY + HULEN COMMUNITY PARK - PHASE 1

CITY OF BURLESON LandDesign PN: 8525029

This Agreement is made and entered into as of the 7th day of April , 20_25 , by and between City of Burleson (the "Client") located at 141 W. Renfro Street, Burleson, TX 76028 and LandDesign, Inc. (the "Consultant") located at 5217 Alpha Road, Suite 140, Dallas, TX 75240.

The Client desires to retain the services of the Consultant to provide design services for Phase 1 for the Client's Alsbury and Hulen Community Park (the "Project") pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

- 1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.
- 1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.
- 1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.
- 1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the "Consultant's Documents".

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 2 of 15

- 2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.
- 2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.
- 2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.
- 2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.
- 2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.
- 2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.
- 2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.
- 2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which shall be considered Additional Services under Section 2.4.

Item C.

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 3 of 15

ARTICLE 3: CLIENT'S RESPONSIBILITIES

- 3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.
- 3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.
- 3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.
- 3.4 The Client designates Jen Basham as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.
- 3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.
- 3.6 Client agrees that Consultant and it subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.
- 3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.
- 3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.
- 3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

Item C.

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 4 of 15

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Client shall make payment in accordance with Chapter 2251 of the Texas Government Code.

ARTICLE 5: INSURANCE & INDEMNIFICATION

- 5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.
 - i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
 - iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
 - iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
 - v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.
- 5.2 This section is intentionally omitted.
- 5.3 This section is intentionally omitted.
- 5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.
- 5.5 This section is intentionally omitted.
- 5.6 This section is intentionally omitted.
- 5.7 The indemnity provision set forth in Section 5.4 shall survive the termination of this Agreement.
- 5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by

LandDesign PN: 8525029 Page 5 of 15

Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of it services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

- 6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):
 - i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
 - ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
 - iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
 - iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this Subparagraph.
 - v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.
- 6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.
- 6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.
- 6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.
- 6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

LandDesign PN: 8525029 Page 6 of 15

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

- 7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.
- 7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.
- 7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.
- 7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

- 8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.
- 8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.
- 8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 7 of 15

successors and permitted assigns to the parties hereto.

- 8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of Texas, United States of America.
- 8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.
- 8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).
 - a. If to Consultant, addressed to:

LandDesign, Inc. PO Box 36959 Charlotte, NC 28236 223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Burleson 141 W. Renfro Street Burleson, TX 76028

- 8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of Texas, which shall have exclusive jurisdiction of said dispute.
- 8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.
- 8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC. Docusigned by:	
By: Brian Dendi	DATE: 3/20/2025
Briaନ୍2ଏଞ୍ଜି୯େ LandDesign, Inc.	
Principal	
CITY OF BURLESON	
By:	DATE:
Tommy Ludwig, City Manager	

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 8 of 15

EXHIBIT A

SCOPE OF SERVICES

Based on the Request from City staff during a meeting on February 12, 2025, the Consultant shall provide design services for the preparation of the Construction Documents for Phase 1 of the Alsbury and Hulen Community Park. The Phase 1 Construction Documents will be based upon the City approved Schematic Design that is currently being completed by the Consultant. The Consultant shall work concurrently with the City to obtain final approval of the Schematic Design package. As discussed with the City staff, Phase 1 will consist of the following:

- Internal street from Hulen Street to a temporary turn around just past food truck loop.
- Parking in the vicinity of Hulen Street.
- Food Truck loop.
- Three (3) softball fields with minimal amenities.
- Detention / Retention pond with fountains and aeration.
- Well and Pump to maintain pond's water level.
- Onsite electrical design to serve recreational amenities and associated lighting.
- · Geotechnical investigation and report.
- Drainage analysis and report.

PROJECT MANAGEMENT

The Consultant is committed to providing the City with a dedicated team for this and each additional assignment under the long-term relationship.

For overall project administration, Brian Dench shall serve as the primary point of contact with the City's Project Manager (PM), marshalling the expertise and resources needed through all project phases. Consultant anticipates employing a dedicated, core team of individuals:

- Project Manager / Point of Contact Brian Dench
- Managing Partner Heth Kendrick
- Project Designer(s) Mix of Designers

This size and mix of team skills has been found ideal for these types of collaborative efforts, with additional supporting staff brought in for specific project elements (surveying, environmental, etc.) as needed. The Consultant is a multi-disciplinary firm offering planning, landscape architecture, and civil engineering, which is a differentiator that has proven to be of great value to the Consultant's Clients.

SUB-CONSULTANTS

In addition to the Scope of Services described below, the following are other team members that may be required for the project:

- A. Architect.
- B. Land Use Attorney.
- C. Traffic Engineer.
- D. Dry Utility/Underground Utility Location Consultant.
- E. Sustainability/Renewable Energy Consultant.
- F. Noise Consultant.
- G. Structural Engineer.
- H. Subsurface Utility Engineer (SUE).
- I. Arborist.

The City shall be responsible for providing other sub-consultants which may be required for the Project. If the City desires the Consultant to procure and manage subconsultants to provide these design services, then a 10% mark-up will be added to subconsultant fees.

The Consultant shall coordinate with the City to ensure that the work prepared by subconsultants

LandDesign PN: 8525029 Page 9 of 15

is fully coordinated, however, the Consultant is not responsible for the work prepared by subconsultants provided by the City.

I. ROADWAY AND PARKING INFRASTRUCTURE CONSTRUCTION DOCUMENTS PHASE 400

Per the Client approved Schematic Design, provide design and permitting for the Phase 1 limits of the internal roadway and parking including:

- A. Prepare a Construction Document package suitable for permitting to City:
 - 1. Roadway plan and profiles.
 - 2. Erosion Control plan and details.
 - 3. Grading plan.
 - 4. Drainage area map and calculations.
 - 5. Storm Drainage plan and profiles.
 - 6. Right Turn / Deceleration Lane on Hulen Street at new roadway connection.
 - 7. City Standard Construction Details.
- B. Provide conduit crossings for future public water and sanitary sewer crossings (Future utilities to be coordinated with Client).
- C. Coordinate conduit crossings for the private utilities for power and coordinate with Client about conduit crossings for future private utilities (gas, data, telecom systems, etc.). Consultant's Scope of Services does not include coordination with the private utility companies other than power.
- D. Provide conduit crossings for irrigation connections.
- E. Consultant will complete an earthwork analysis.
- F. Preparation of site clearing and grading specifications based upon the recommendations in the geotechnical report provided by Client under separate contract. These specifications will be defined on the plan set. A separate specification book is not included in this Scope of Services. The plans will also reference appropriate City specifications and standards for paving, utility and storm drain construction. Public roadway pavement strength and thickness will be per the City Standard Details. Appropriate City standard details will be referenced. Pavement strength and thickness will be per the geotechnical report recommendations. Structural engineering for walls, special structures, etc. shall be by others.
- G. Consultant shall submit the completed Construction Documents for the coordination of permits and approvals associated with this project.

II. RETENTION / DETENTION CONSTRUCTION DOCUMENTS

PHASE 405

Per the Client approved Schematic Design and Preliminary Drainage Analysis, Consultant will provide drainage design services related to the future Retention / Detention pond for the overall development area ultimately draining to the existing box culvert under the railroad tracks. Consultant will prepare hydrologic and hydraulic models to provide a Retention / Detention assessment for this development. Consultant will analyze the current and proposed conditions and plan for the overall development. The Retention / Detention analysis will also accommodate future development based upon the overall project plan. Consultant will provide detention facility design services and prepare the grading and drainage related Construction Documents. Structural engineering for walls, special structures, etc. for the proposed pond is not included in this Scope of Services and if needed it will be performed by others as an additional service. Design services for additional pond features included but not limited to pond fountains, pond pumps, aerators, etc. are included in this Scope of Services under separate phase.

LandDesign PN: 8525029 Page 10 of 15

III. RECREATIONAL IMPROVEMENTS FOR PHASE 1

PHASE 410

Per the Client approved Schematic Design, provide design and construction plans for the public recreation facilities for Phase 1 limits including:

- A. Prepare a construction document package suitable for permitting to City:
 - 1. Three softball fields with basic amenities.
 - 2. Sport courts with striping per coordination with Client.
 - 3. Decomposed Granite Trails in vicinity of softball fields and sport courts.
 - 4. Decomposed Granite Trails in vicinity of pond.
 - 5. Associated grading plan.
 - 6. Landscaping enhancements at Hulen entrance
- B. Client to provide standard details for applicable improvements.
- C. Additional Phase 1 improvements will require an additional service.

IV. FINAL DRAINAGE ANALYSIS

PHASE 415

Consultant will provide the following:

- A. Revised H&H Using the preliminary analysis as a basis, update the hydrologic and hydraulic (H&H) models based on the schematic design plans. Provide Client with a summary of results and recommended modifications to meet design requirements. The revised H&H will represent the site for proposed Construction Documents as well as an analysis of full buildout of the site. Update existing models to represent the revised embankment near the downstream waterline.
- B. Fully Developed Conditions Update the H&H parameters to represent the watershed in fully developed conditions to meet design criteria.
- C. H&H Updates Based on feedback from City, make up to two (2) revisions to BE's recommended improvements. Additional revisions may be provided as additional services and fees.
- D. Hydraulic Structures Recommendations Provide recommendations for proposed Hydraulic Structures including details regarding the size configuration of hydraulic structures. The following structures are anticipated to be studied:
 - 1. Up to three (3) stream crossings near the main channel/ near the proposed pond.
 - 2. Alsbury Boulevard culvert extensions.
 - 3. Proposed pond spillway.
 - 4. Drainage system improvements near Hulen Street.
- E. Final Flood Study Prepare a Flood Study reflective of proposed construction plans. Flood Study will also include results for full build out of the project site based on current concepts.
- F. Additional Meetings Attend meetings relevant to the project with Client and / or City. Attend up to four (4) teleconferences at Client's request.
- G. City Coordination Respond to comments and questions from the City or its designated third-party reviewer regarding the study. Respond to two (2) sets of review comments.
- H. Meetings –Attend up to four (4) teleconferences at City's request.

V. Non-Potable Water Design

PHASE 420

Consultant will provide the following services for the Non-Potable Water Design:

- A. Design Development (DD):
 - 1. The Client designates a staff member to coordinate with design team to help facilitate in gathering information.
 - 2. Define and clarify the Scope of Services with the Client.

LandDesign PN: 8525029 Page 11 of 15

- 3. Coordination with the Client for base information such as: pump location(s), control location(s), and existing and proposed utilities.
- 4. Non-potable water uses MEP plans and details with necessary legends and notes.
- 5. Consultation with Client on DD non-potable water uses MEP plan(s), and details to ensure design intent and construction feasibility.
- 6. Receive Client approval of Design Development of the non-potable water uses MEP design documentation.
- 7. Opinion of Probable Cost.

B. Construction Documents (CD):

- 1. Coordination with the Client on DD plans to ensure design intent and construction feasibility.
- 2. Complete plans and details with necessary legends and notes for the following scope:
- 3. Plans and details as necessary for installation and coordination with other trades, for non-potable water uses, including but not limited to:
 - Water well performance requirements, ONLY, and water well-head assembly.
 - Irrigation pump.
 - Plumbing / Piping routing from well to pond and pond to irrigation pump.
 - Mechanical Diagram(s).
 - Two (2) Floating Fountains.
 - Aeration for pond and compressor unit.
 - Equipment area layouts.
 - Electrical Diagram(s). Wire sizing submitted by licensed Master Electrician.
 - Control(s) Equipment Shop-Drawings & locations.
 - Water level control equipment.
 - Electrical requirements for pumping and filtration equipment, and controllers.
- 4. Standard details.
- 5. Opinion of Probable Cost.
- 6. Consultation with Client on CD non-potable water uses MEP plan(s), and details to ensure design intent and construction feasibility.
- 7. Signed and Sealed Construction Documents.
- 8. Performance Narrative(s), as required.
- 9. Present package to Client at 100% complete.

VI. Irrigation Design Phase 425

Consultant will provide the following services for the Irrigation Design:

- A. Complete Irrigation system design services for Ph.1, with water demand and flow requirement calculations for final buildout during future phases.
- B. Construction drawings in electronic format.
- C. Construction details and specifications.
- D. Pump and pump control specifications based on final buildout irrigation demand.
- E. Coordination with water well requirements including irrigation and pond evaporative loss calculations.
- F. Compliance with all local and state irrigation-code requirements.
- G. The irrigation plans will specify water-conserving components and design strategies to include pressure regulation, flow sensing, micro-climate zoning, sub-surface drip equipment in shrub beds, and weather-based controls.

VII. SITE ELECTRICAL DESIGN

PHASE 430

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 12 of 15

Consultant will provide the following services for the Site Electrical Design:

A. Project Description:

The project scope, as we understand it, electrical engineering services for the City of Burleson Community Park for power distribution and Lighting analysis as well as coordination between disciplines for a new site to include three (3) softball fields, a parking lot and investigation for any future improvements.

B. Design Services

- 1. Generation of backgrounds and drawings necessary for a full understanding of the scope of work and services to be provided.
- 2. Site visits to verify existing conditions and coordination.
- 3. Provisions for 277/480V and 120/208V power systems.
- 4. Providing photometric studies for ballpark and site lighting.
- 5. Coordination with all other design entities.
- 6. Coordination of electrical service entrances.
- 7. Attend meetings with the Client as required for scope definition and coordination.
- 8. Issuance of Design Development documents for review and approval.
- 9. Issuance of Documents for Permitting and construction.
- 10. Response to RFIs during bidding.
- 11. Review of required submittals / shop drawings.

VIII.TDLR PLAN REVIEW PHASE 435

Consultant will coordinate with a Registered Accessibility Specialist licensed by TDLR to provide plan review and inspection services.

IX. BID QUANTITIES FOR PHASE 1 IMPROVEMENTS

PHASE 440

Prepare the Bid Quantities and Bid Tab for the Phase 1 improvements. Address contractor questions and prepare any necessary addendums during the bidding process. Consultant has assumed that the entire project will be bid at one (1) time.

X. CONSTRUCTION SUPPORT SERVICES

PHASE 500

Upon requests of the Client, Consultant shall perform the following Construction Support Services:

- A. Visits to the site: As requested, Consultant shall attend construction meeting on-site and attend conference calls with the construction team. Consultant shall not be responsible for construction inspections, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for contractors' failure to carry out the work in accordance with the Contract Documents. This scope does not include Geo-technical tests for inspections.
- B. Shall review shop drawings, samples, and other submissions of the Contractor only for conformance with plans, details, and specifications.
- C. Attend pre-construction conference with City personnel and the contractor.
- D. Respond to Requests for Information (RFIs) from the Client and contractor during construction.
- E. As requested, assist the Client in the review and approval process for contractor's pay requests.
- F. As requested, conduct site visits to review construction progress.
- G. Prepare and provide record drawings for public improvements, based solely upon information provided by the contractor, and in accordance with local requirements.
- H. The Consultant shall not be responsible for the acts or omissions of the Contractor, any Subcontractor performing any of the work.
- I. The Consultant shall not be responsible for inspection services of private and public utility installations.
- J. Consultant shall attend up to eight (8) site visits / Construction Observation meetings and provide a field observation report following each site visit. The final two (2) site visits will

Jen Basham

March 5, 2025

LandDesign PN: 8525029

Page 13 of 15

Item C.

include punch list reports.

K. Additional visits to the site outside of this agreement shall be provided as an additional Expense to the Client at an hourly rate per the rates described in Exhibit B.

ADDITIONAL PROJECT MEETINGS

PHASE 070

Attendance for community / elected officials engagement meetings and Scope of Services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings / services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

LandDesign PN: 8525029

Page 14 of 15

Jen Basham March 5, 2025

EXCLUSIONS

- 1. Change of Scope of Services for Phase 1 improvements.
- 2. Any community engagement services.
- 3. Rezoning and Entitlements.
- 4. Economic Development documentation and assistance.
- 5. Design modifications required by City after delivery of the CD Plans.
- 6. Consultant will not contact manufacturer / fabricator / supplier for unit costs.
- 7. Consultant will not place site furniture / material orders to manufacturer / fabricator / supplier.
- 8. Design, demarcation, and survey and coordination of private utilities.
- 9. Design / study of any off-site public roads / utilities / etc. improvements.
- 10. Survey services for platting, separate instrument easements, construction staking, topographic. ALTA etc.
- 11. Tree mitigation and preservation plans.
- 12. Bid coordination.
- 13. Construction Inspection Services.
- 14. Division 2 spec writing and/or project specification manual.
- 15. Any design / permitting coordination with ownership of adjacent railroad.
- 16. Site regulatory signage and / or sign plan requiring legislative approvals (i.e., wayfinding, entrance/monument, and information signage).
- 17. Building / signage permits.
- 18. Water Quality Analysis / Impact Assessment.
- 19. Design of public water and sanitary sewer mains and / or services to the property
- 20. Design of extension of existing culverts from Alsbury outfall.
- 21. Coordination / exhibits / negotiations with offsite property owners related to road dedications and easements.
- 22. Offsite Letters of Permission.
- 23. Coordination with adjacent railroad company representatives.
- 24. Design Guidelines.
- 25. Vision Books and post-production documentation.
- 26. Noise Studies.
- 27. Architectural and structural design services.
- 28. Design of Concession / Restroom Building.
- 29. Design of playground.
- 30. Preparation of a Stormwater Pollution Prevention Plan (SWPPP).
- 31. Environmental Consulting (LEED, Energy Star, etc.).
- 32. Endangered Species Act Determination.
- 33. Preliminary quantities and determination of an opinion of probable cost.
- 34. Coordination, relocation, and abandonment of existing on-site private utilities and easements.
- 35. Vertical soft digs and subsurface utility location services.
- 36. CLOMR/LOMR.
- 37. Capacity analysis for existing public / private roadways, sanitary sewer, water, and stormwater infrastructure.
- 38. Wetland survey and / or permitting with the US Army Corps of Engineers.
- 39. Environmental assessments, if required.
- 40. Assistance with acquiring or abandoning easements or right-of-ways, if required.
- 41. Private dry utilities design review and coordination for proposed improvements.
- 42. Traffic Impact Analysis (TIA) and traffic signal study / plans.
- 43. Revit Modelling.
- 44. Illustrative renderings.
- 45. Project Marketing and Branding.
- 46. Drone mapping and aerial photography services.

Jen Basham March 5, 2025 LandDesign PN: 8525029 Page 15 of 15

Ехнівіт В

FEES

COMPENSATION SUMMARY

DESCRIPTION	PHASE (S)	<u>Fee</u>
Public Roadway and Parking Infrastructure Construction Documents	400	\$68,000
Retention / Detention Design and Construction Documents	405	\$47,000
Recreational Improvements for Phase 1	410	\$40,000
Final Drainage Analysis	415	\$36,500
Non-Potable Water Design	420	\$46,300
Irrigation Design	425	\$5,000
Site Electrical Design	430	\$28,200
TDLR Plan Review	435	\$5,000
Bid Quantities for Phase 1 Improvements	440	\$12,000
Construction Support Services	500	\$32,000
Additional Project Meetings (Hourly)	070	Hourly

HOURLY RATES

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions. Reimbursable expenses over one hundred fifty dollars (\$150.00) shall require Client approval prior to incurrence.



COMMUNITY PARK • BURLESON, TX • CONCEPTUAL LAYOUT PN824106 | 02.11.2025 | CITY OF BURLESON

LandDesign

City of Burleson Addendum to Vendor's Contract Additional Provisions

LANDDESIGN, INC.

223 N. Graham Street, Charlotte, NC 28202

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

- 1. <u>Limitation of Vendor's Contract Form.</u> The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
- x. Requiring City to provide warranties.
- xi. Obligating City to indemnify, defend or hold harmless any party.
- xii. Granting a security interest in City's property or placing a lien on City's property.
- 2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
- 3. <u>Applicable Law; Venue.</u> This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
- 4. <u>Tax Exempt Status.</u> As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
- 5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
- 6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
- 7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
- 9. <u>Savings Clause.</u> If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
- 10. <u>Conflicts Of Interest.</u> By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
- 11. <u>Anti-Boycotting Provisions.</u> Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12. <u>Vendor Certification Regarding Business With Certain Countries And Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 13. <u>Relationship of the Parties.</u> The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. <u>Survival</u>. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. <u>Conflict.</u> In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. <u>Counterparts; PDF Signatures</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:	LandDesign, Inc. DocuSigned by:
By:	By: Brian Dende
Name:	Name:Brian Dench
Title:	Title: Principal
Date:	Date: 3/20/2025

RESOLUTION 4A04212025LANDDESIGN

A RESOLUTION OF THE OF THE BOARD OF DIRECTORS OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A CONTRACT BETWEEN THE CITY OF BURLESON AND LAND DESIGN, INC. AND ASSOCIATES, INC. FOR THE DESIGN OF THE PROPERTY NEAR THE INTERSECTION OF ALSBURY BLVD AND HULEN IN JOHNSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO FUND THE CONTRACT WITH FUNDS FROM THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.

WHEREAS, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

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

WHEREAS, the Type A Corporation owns real property near the intersection of Alsbury Blvd and Hulen St in Johnson County, Texas (the "Type A Property"); and

WHEREAS, the Type B Corporation owns real property adjacent to the Type A Property near the intersection of Alsbury Blvd and Hulen St in Johnson County, Texas (the "Type B Property"); and

WHEREAS, the Type A Corporation desires to master plan and land design the Type A Property; and

WHEREAS, the City has a proposed contract with Land Design, Inc., to master plan and land design the Type A Property in conjunction with the Type B Property (the "Proposed Agreement"); and

WHEREAS, the Type A Corporation desires that the City approve the Proposed Agreement and the Type A Corporation fund one-half of the costs under the Proposed Agreement; and

WHEREAS, the Type A Corporation authorizes the City Manager to pay one-half of the costs under the Proposed Agreement with Type A Corporation funds; and

WHEREAS, the Type A Corporation desires the City Council approve this action;

WHEREAS, the Type A Corporation hereby determines and finds that the expenditures contemplated for the Proposed Agreement to be funded by the Type A Corporation constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of

the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote or develop new or expanded business development.

NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:

Section 1

The Type A Corporation hereby recommends approval of the Proposed Agreement between the City and Land Design, Inc, to master plan and land design the Type A Property in conjunction with the Type B Property.

Section 2

If the City approves the Proposed Agreement, the City Manager is authorized to pay for one-half of the costs actually incurred under the Proposed Agreement.

Section 3

The findings set forth above in the recitals of this resolution are incorporated into the body of this resolution as if fully set forth herein.

Section 4

The Type A Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and actions of the Type A Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

PASSED, APPROVED, AND SO RESOLV	VED by the Board of Directors of the Burleson 4A
Economic Development Corporation on the	day of, 20
	Dan McClendon, Board President
	Burleson 4A Economic Development Corporation
ATTEST:	
Amanda Campos, Secretary	