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Tuesday, April 09, 2024  
6:00 PM

City Hall - 141 W. Renfro  
Burleson, TX 76028

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1. **CALL TO ORDER**

Invocation

Pledge of Allegiance

2. **CITIZEN APPEARANCES**

Each person in attendance who desires to speak to the Planning & Zoning Commission 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 Staff prior to addressing the Commission. Each speaker will be allowed three (3) minutes. Please note that the Commissioners may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Planning & Zoning Commission from deliberating or taking action on an item not listed on the agenda. The Commission may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy. Each person in attendance who desires to speak to the Planning & Zoning Commission on an item posted on the agenda, shall speak when the item is called forward for consideration.

3. **CONSENT AGENDA**

All items listed below are considered to be routine by the Planning and Zoning Commission and will be enacted with one motion. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the Development Services Director to place each item on the City Council agenda in accordance with the Planning and Zoning Commission's recommendations.

**A.** Consider approval of the minutes from March 26, 2024 Planning & Zoning Commission meeting.

**B.** Garza Addition, Block 1 (Case 24-059): Consider approval of a replat for Garza Addition, Lots 1A1 & 1A2 Block 1; addressed as 918 White Marlin. (*Staff Contact: Emilio Sanchez, Development Services Assistant Director*)

**C.** Holy Cross Christian Academy Addition, Block 1 (Case 23-126): Consider approval of a Final Plat for Holy Cross Christian Academy Addition, Lot 1, Block 1; addressed as 1233 Tarver Road. (*Staff Contact: Emilio Sanchez, Development Services Assistant Director*)

4. **PUBLIC HEARING**

- A. Chisholm Summit at 9517 CR 1016 (Case 23-229): Hold a public hearing and consider a recommendation of approval of an ordinance for a zoning change request from defaulted “A”, Agriculture and “PD” Planned Development District to “PD” Planned Development District for the Chisholm Summit master planned community. *(Staff Presenter: Lidon Pearce, Principal Planner)*
- B. Lumberyard at 137 S. Wilson Street (Case 24-041): Hold a public hearing and consider a recommendation of approval of a resolution for a commercial site plan amendment with a waiver to Section 132-115; Accessory building and structure yard regulations. *(Staff Contact: Emilio Sanchez, Development Services Assistant Director)*

5. **REPORTS AND PRESENTATIONS**

6. **COMMUNITY INTERESTS ITEMS**

This is a standing item on the agenda of every regular meeting of the Planning and Zoning Commission. An “item of community interest” includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

7. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council 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.

- 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 a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
- F. 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**
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

8. **ADJOURN**

Staff Contact

Tony McIlwain  
Director of Development Services  
817-426-9684

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 4th of April 2024, by 5:00 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.



Department Memo

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**Planning & Zoning Commission Meeting**

**DEPARTMENT:** Development Services

**FROM:** Peggy Fisher, Administrative Assistant Sr.

**MEETING:** April 9, 2024

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**SUBJECT:**

Approve the minutes from March 26, 2024 Regular Session of the Planning & Zoning Commission meeting.

**SUMMARY:**

Minutes from the March 26, 2024 Regular Session of the Planning & Zoning Commission meeting.

**OPTIONS:**

Approve as presented

**RECOMMENDATION:**

Approve the minutes from the March 26, 2024 Regular Session of the Planning & Zoning Commission meeting.

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

None

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Peggy Fisher  
Recording Secretary  
[pfisher@burlesontx.com](mailto:pfisher@burlesontx.com)  
817-426-9611

PLANNING AND ZONING COMMISSION

March 26, 2024  
MINUTES

Roll Call

Commissioners Present

David Hadley  
Dan Taylor  
Cobi Tittle  
Ashley Brookman  
Bill Janusch  
Clint Faram  
Michael Kurmes  
Bobby Reading

Commissioners Absent

Michael Tune

Staff

Matt Ribitzki, City Attorney  
Tony McIlwain, Director Development Services  
Emilio Sanchez, Assistant Director Development Services  
Michelle McCullough, Assistant Director Public Works  
Lidon Pearce, Planner  
Peggy Fisher, Administrative Assistant

**REGULAR SESSION**

**1. Call to Order – 6:00 PM**

**Invocation – David Hadley**

**Pledge of Allegiance**

**2. Citizen Appearance**

None

**3. Consent Agenda**

- A.** Consider approval of the minutes from February 13, 2024 Planning and Zoning Regular Commission meeting. (Staff Contact: Tony McIlwain, Director Development Services).

- B.** Consider approval of the minutes from March 4, 2024 Planning and Zoning Joint public hearing. (Staff Contact: Tony McIlwain, Director Development Services).
- C.** G.W. Cummings Addition, Block 11 (Case 23-282): Consider approval of a replat for G.W. Cummings Addition, Lots 1R & 2R, Block 11; addressed as 124 Magnolia. (Staff Contact: Lidon Pearce, Senior Planner)
- D.** Nelon Addition, Block 1 (Case 24-060): Consider approval of a replat for Nelon Addition, Lots 1R & 2R, Block 1; addressed as 9832 County Road 603. (Staff Contact: Emilio Sanchez, Development Services Assistant Director)
- E.** Mrs. M. A. Clark Addition, Block 44 (Case 24-004): Consider approval of a replat for Mrs. M. A. Clark Addition, Lots 4 & 5, Block 44; addressed as 133 S Scott Street. (Staff Contact: Emilio Sanchez, Development Services Assistant Director)

Motion made by Commissioner Clint Faram and second by Commissioner Michael Kurmes to approve the consent agenda.

Motion passed, 7-0. Commissioner Michael Tune was absent.

#### **4. Public Hearing**

- A.** 3812 S Burleson Blvd (Case 24-042): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "C" Commercial for a contractor's office with no outside storage. (Staff Presenter: Lidon Pearce, Senior Planner)

Lidon Pearce presented the case to the Commission, reviewed the staff report, and answered questions from the Commission.

Commission Chairman Dan Taylor opened the public hearing at 6:04 p.m.

Commission Chairman Dan Taylor closed the public hearing at 6:05 p.m.

Motion made by Commissioner Michael Kurmes and second by Commissioner Clint Faram to approve.

Motion passed, 7-0. Commissioner Michael Tune was absent.

- B.** Craftmasters at FM 1902 & CR 1019 (Case 23-308): Hold a public hearing and consider approval of an ordinance for a zoning change request from "PD", Planned Development to "PD" Planned Development for a commercial trade school. (Staff Contact: Lidon Pearce, Principal Planner)

Lidon Pearce presented the case to the Commission, reviewed the staff report, and answered questions from the Commission.

Commission Chairman Dan Taylor opened the public hearing at 6:12 p.m.

Commission Chairman Dan Taylor closed the public hearing at 6:12 p.m.

Motion made by Commissioner David Hadley and second by Commissioner Ashley Brookman to approve.

Motion passed, 7-0. Commissioner Michael Tune was absent.

- C.** 314 NE Wilshire Blvd (Case 23-398): Hold a public hearing and consider approval of an ordinance for a zoning change request from “C” Commercial to “C” Commercial with an “SUP” Specific Use Permit allowing for an Auto repair garage located in the Old Town Overlay District for Team Hoover Automotive. (*Staff Contact: Emilio Sanchez, Development Services Assistant Director*)

Emilio Sanchez presented the case to the Commission, reviewed the staff report, and answered questions from the Commission.

Commission Chairman Dan Taylor opened the public hearing at 6:17 p.m.

Commission Chairman Dan Taylor closed the public hearing at 6:17 p.m.

Motion made by Commissioner Clint Faram and second by Commissioner Michael Kurmes to approve.

Motion passed, 7-0. Commissioner Michael Tune was absent.

## **5. Reports and Presentations**

None

## **6. Community Interest Items**

None

## **7. Executive Session**

**The Planning & Zoning Commission reserves the right to convene in Executive Session(s) during this meeting pursuant to the following Sections of the Government Code of the State of Texas:**

1. Pursuant to Sec. 551.071 consultation with its Attorney: The Planning & Zoning Commission may conduct private consultations with its attorneys when the Planning & Zoning Commission seeks the advice of its attorney concerning any item on this agenda or a matter in which the duty of the attorney to the Planning & Zoning Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code.

## 8. Adjourn

There being no further business Chair Dan Taylor adjourned the meeting.

**Time – 6:18PM**

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Peggy Fisher  
Administrative Assistant  
Recording Secretary



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## Planning & Zoning Commission Meeting

**DEPARTMENT:** Development Services

**FROM:** Emilio Sanchez, Development Services Assistant Director

**MEETING:** April 9, 2024

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**SUBJECT:**

Garza Addition, Block 1 (Case 24-059): Consider approval of a replat for Garza Addition, Lots 1A1 & 1A2 Block 1; addressed as 918 White Marlin. (*Staff Contact: Emilio Sanchez, Development Services Assistant Director*)

**SUMMARY:**

On February 19, 2024, an application for a replat was submitted by Anita Garza Cabrera (owner) for a replat of approximately 0.338 acres. The property is being replatted for the purpose of creating two single family lots.

The plat is administratively complete and meets the requirements of Appendix A – Subdivision and Development Regulations.

**RECOMMENDATION:**

Approve the replat for Garza Addition, Block 1.

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

None

**REFERENCE:**

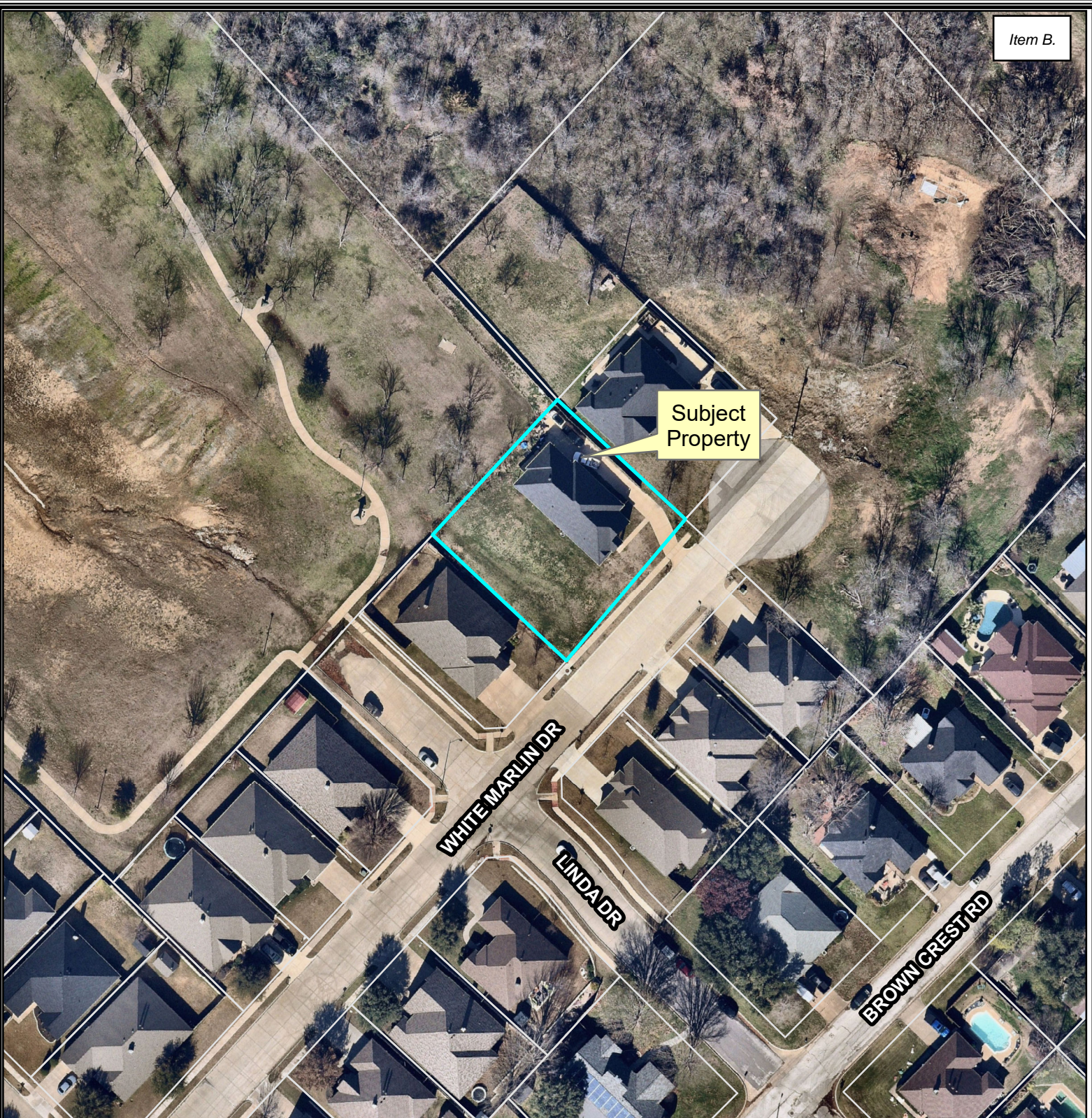
[City of Burleson, TX PLAT REQUIREMENTS: § 3.6 Replat. \(ecode360.com\)](#)

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

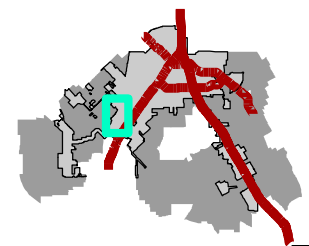
Emilio Sanchez  
Development Services Assistant Director  
[esanchez@burlesontx.com](mailto:esanchez@burlesontx.com)  
817-426-9686



**Replat**  
**Lot 1A1 & 1A2, Block 1**  
**Garza Addition**  
**Case 24-059**



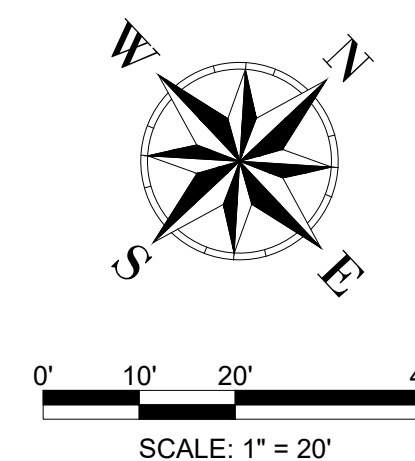
THE CITY OF  
**BURLESON**  
TEXAS



Vicinity Map

(CALLED 7.164 ACRES)  
CITY OF BURLESON  
VOL 3294, PG 386  
D.R.J.C.T.

LOT 6, BLOCK 15  
CITY PARK  
MEADOW CREST ESTATES,  
SECTION SEVEN  
VOL 9, PG 239  
P.R.J.C.T.



STATE OF TEXAS  
COUNTY OF JOHNSON

WHEREAS, Anita Cabrera is the owner of a 0.338 acre tract of land situated in the MEMUCAN HUNT SURVEY, ABSTRACT NO. 383, being all of Lot 1A, Block 1, Garza Addition, an addition in the City of Joshua, according to the plat thereof recorded in Document Number 2018-103, Plat Records, Johnson County, Texas, and being described in a deed to Anita Cabrera, recorded in Document Number 2020-02878, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "YPASSOCIATES.COM" found for the common corner of said Lot 1A, Block 1, and Lot 6, Block 15, City Park, Meadow Park Estates, Section Seven, an addition in the City of Joshua, according to the plat thereof recorded in Volume 9, Page 239, Plat Records, Johnson County, Texas, and being in the west line of Lot 3R, Block 1, Garza Addition, an addition in the City of Joshua, according to the plat thereof recorded in Document Number 2023-6, Plat Records, Johnson County, Texas;

THENCE S 46°54'50" E, along the common line of said Lot 1A, Block 1, and said Lot 3R, Block 1, passing the southwest corner of said Lot 3R, Block 1, and continuing a total distance of 121.27 feet to a 1/2 inch iron rod with plastic cap stamped "5598" found for the southeast corner of said Lot 1A, Block 1, and being in the westerly right-of-way line of White Marlin Drive (a 50.00 foot wide public right-of-way), as shown in plat recorded in Volume 10, Page 997, Plat Records, Johnson County, Texas;

THENCE S 42°36'33" W, along the easterly line of said Lot 1A, Block 1, and the westerly right-of-way line of said White Marlin Drive, a distance of 120.79 feet to a 1/2 inch iron rod with cap stamped "MAKIE & ASSOC" found for the common corner of said Lot 1A, Block 1, and Lot 1, Block 16, Meadow Crest Estates, Section Eight, an addition in the City of Joshua, according to the plat thereof recorded in Volume 9, Page 553, Plat Records, Johnson County, Texas;

THENCE N 47°23'32" W, along the common line of said Lot 1A, Block 1, and said Lot 1, Block 16, a distance of 121.30 feet to a 1/2 inch iron rod with cap stamped "MAKIE & ASSOC" found for the common corner of said Lot 1A, Block 1, and said Lot 1, Block 16, and being in the easterly line of said Lot 6, Block 15;

THENCE N 42°37'32" E, along the common line of said Lot 1A, Block 1, and said Lot 6, Block 15, a distance of 121.80 feet to the POINT OF BEGINNING and containing 14,711 square feet or 0.338 acres of land more or less.

KNOW ALL MEN BY THESE PRESENTS:

That I, ANITA CABRERA, Owner, do hereby adopt this plat designating the hereinbefore described property as LOT 1A1 & LOT 1A2, BLOCK 1, GARZA ADDITION, an Addition to the City of Burleson, Johnson County, Texas, and do hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Burleson, Texas

IN WITNESS THEREOF THIS DEDICATION WAS EXECUTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY: ANITA CABRERA

STATE OF TEXAS  
COUNTY OF JOHNSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANITA CABRERA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED, AND AS THE ACT AND DEED OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

That I, Roy Rodriguez, do certify that I prepared this plat from an actual and accurate survey of the land on January 04, 2024 and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the subdivision requirements of the City of Burleson.

RELEASED 01/04/2024 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.

Roy Rodriguez  
Register Professional Land Surveyor No. 5596

PLAT FILED \_\_\_\_\_, 20 \_\_\_\_.  
SLIDE \_\_\_\_\_, VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.  
JOHNSON COUNTY PLAT RECORDS  
BY: \_\_\_\_\_  
COUNTY CLERK \_\_\_\_\_  
DEPUTY COUNTY CLERK \_\_\_\_\_

Approved by the Planning and Zoning Commission of Burleson, Texas  
This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
By: \_\_\_\_\_  
Chair of Planning and Zoning Commission  
By: \_\_\_\_\_  
City Secretary

NOTES:

-The requirement of public infrastructure was based on the Utility exhibit that was submitted for review with this plat on February 19, 2024 to the City of Burleson. Any additional structures proposed on this property may require the existing water lines to be improved and fire hydrant(s) to be installed for fire protection. Please contact the City of Burleson's Development Services department prior to any development permit being issued.

-According to the Flood Insurance Rate Map (FIRM) Community Panel No. 48251C0065J dated December 04, 2012 the subject property is located within the following zones:  
-Zone X - Areas determined to be outside the 500-year floodplain

-The City of Burleson is not responsible for the design, construction, operation, maintenance or use of any storm water storage facility and associated drainage easements hereinafter referred to as "improvements," to be developed and constructed by developer or successors. Developer will indemnify, defend and hold harmless the City of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorneys' fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the improvements, including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the improvements. All of the above shall be covenants running with the land. It is expressly contemplated that developer shall impose these covenants upon Lot(s) 1A1 AND 1A2 abutting, adjacent or served by the improvements the full obligation and responsibility of maintaining and operating said improvements.

-This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

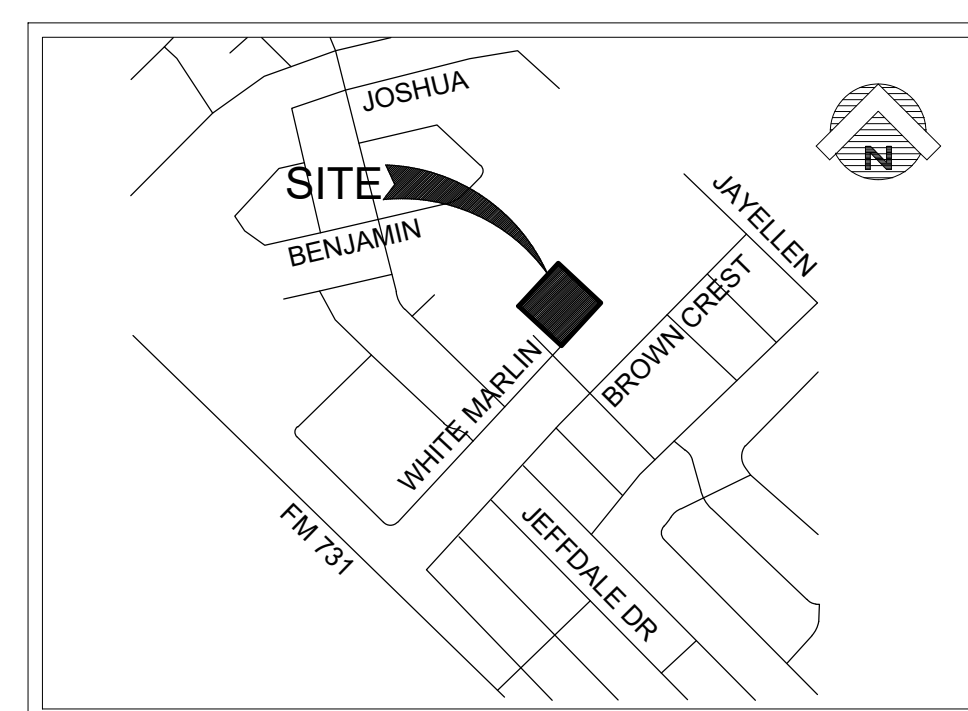
-No fences or other structures will be allowed within the drainage easement.

The City of Burleson reserves the right to require minimum finish floor elevation on any lot within this subdivision. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change

NOTES:

- 1 IRF - Iron Rod Found
- 2 IRS - Iron Rod Set
- 3 C.M. - Controlling Monument
- 4 Basis of Bearing - The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2002).
- 5 This property is located within the City of Burleson.
- 6 This property is for residential use.
- 7 Electric is Oncor Electric Services.
- 8 Water is provided by The City of Burleson.
- 9 Sewer is provided by The City of Burleson.
- 10 The City of Burleson reserves the right to require minimum finish floor on any lot within this subdivision.
- 11 Property's current zoning: SF7, Single Family Dwelling, District 7
- 12 This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.
- 13 "The purpose of this Replat is to make two lots."

The City of Burleson reserves the right to require minimum finish floor elevation on any lot within this subdivision. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change  
According to the Flood Insurance Rate Map (FIRM) Community Panel No. 48251C0065J, dated 12/04/2012 the subject property is located within the following zones: (X Areas determined to be outside the 0.2 % annual chance flood)



VICINITY MAP  
NTS

REPLAT  
GARZA ADDITION  
LOT 1A1, & LOT 1A2, BLOCK 1  
SITUATED IN  
MEMUCAN HUNT SURVEY, ABSTRACT NO. 383  
CITY OF BURLESON, JOHNSON COUNTY, TEXAS  
CASE NO. RP24-059

OWNER:  
ANITA CABRERA  
518 White Marlin Drive  
Burleson, Texas 76028  
CONTACT PERSON: Anita Cabrera  
PHONE:  
Email:

COPYRIGHT © BLUESTAR SURVEYING LLC ALL RIGHTS RESERVED.  
NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE ARE NOT VALID.  
(1) NOTES: The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2002).  
(2) (CM) = Controlling monument.  
(3) Unless otherwise noted, subject property is affected by any and all notes, details, easements and other matters that are shown on or as part of the recorded plat and/or as part of the title commitment provided.

BLUESTAR SURVEYING  
FIRM NUMBER 10147300  
1018 CEDAR BRKAK CT. 817-659-9206  
1000 BURLESON BLVD. BURLESON, TX 76028  
WWW.BLUESTARSURVEYING.COM  
JN 17-277-P4 GF # DATE: 11

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## Planning & Zoning Commission Meeting

**DEPARTMENT:** Development Services

**FROM:** Emilio Sanchez, Development Services Assistant Director

**MEETING:** April 9, 2024

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**SUBJECT:**

Holy Cross Christian Academy Addition, Block 1 (Case 23-126): Consider approval of a Final Plat for Holy Cross Christian Academy Addition, Lot 1, Block 1; addressed as 1233 Tarver Road. (*Staff Contact: Emilio Sanchez, Development Services Assistant Director*)

**SUMMARY:**

On July 10, 2023, an application for a final plat was submitted by Dustin Pustejovsky (applicant) on behalf of Holy Cross Christian Academy (owner) for a final plat of approximately 7.262 acres. The property is being platted for the purpose of new building permits for the school.

The plat is administratively complete and meets the requirements of Appendix A – Subdivision and Development Regulations.

**RECOMMENDATION:**

Approve the Final Plat for Holy Cross Christian Academy Addition, Lot 1, Block 1.

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

None

**REFERENCE:**

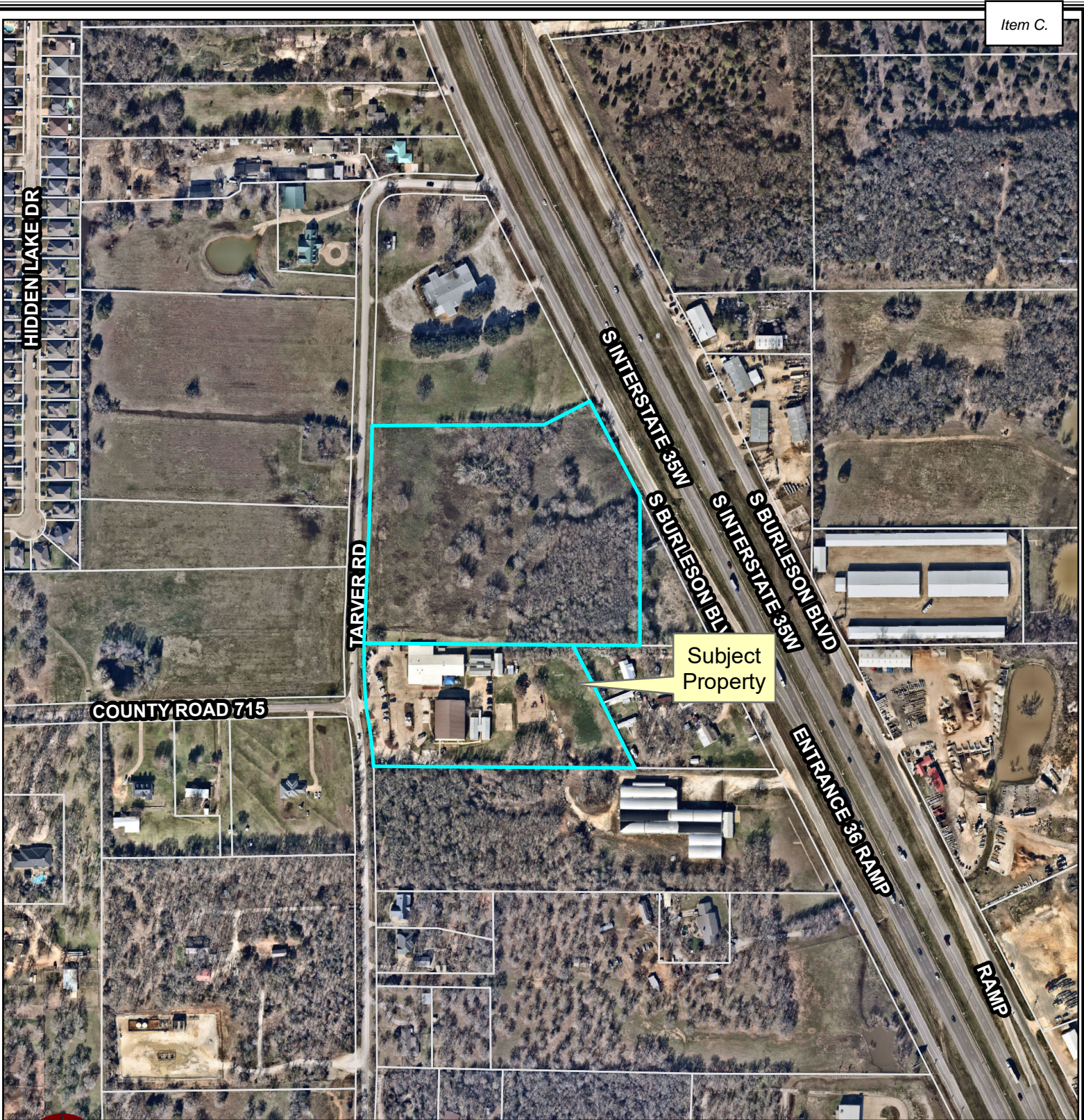
[City of Burleson, TX PLAT REQUIREMENTS:  
§ 3.6 Replat. \(ecode360.com\)](#)

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Emilio Sanchez  
Development Services Assistant Director  
[esanchez@burlesontx.com](mailto:esanchez@burlesontx.com)  
817-426-9686

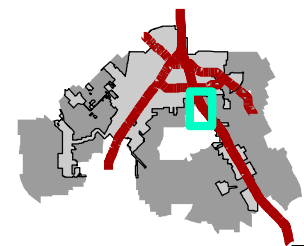


Subject Property



THE CITY OF  
**BURLESON**  
 TEXAS

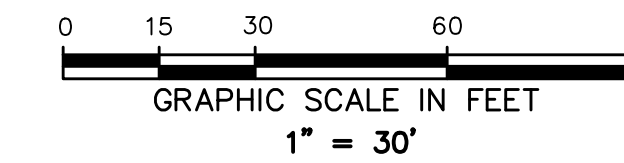
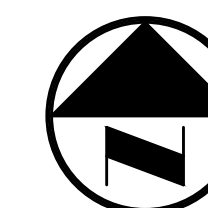
**Final Plat**  
**Lot 1, Block 1**  
**Holy Cross Christian**  
**Academy Addition**  
**Case 23-126**



Vicinity Map

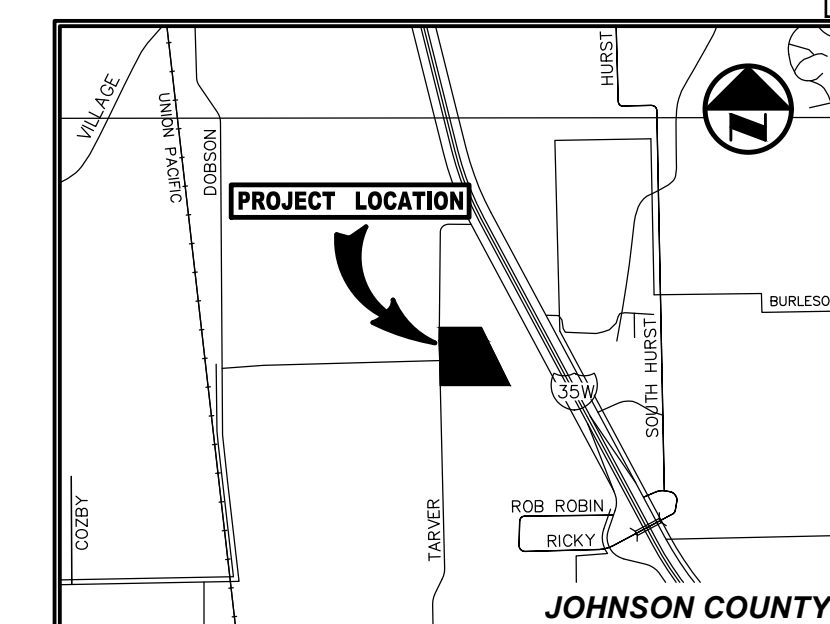
RFGTX, LLC  
(DOC. NO. 2023-30504)

**POINT OF BEGINNING**  
N: 6873601.58  
E: 2335510.21

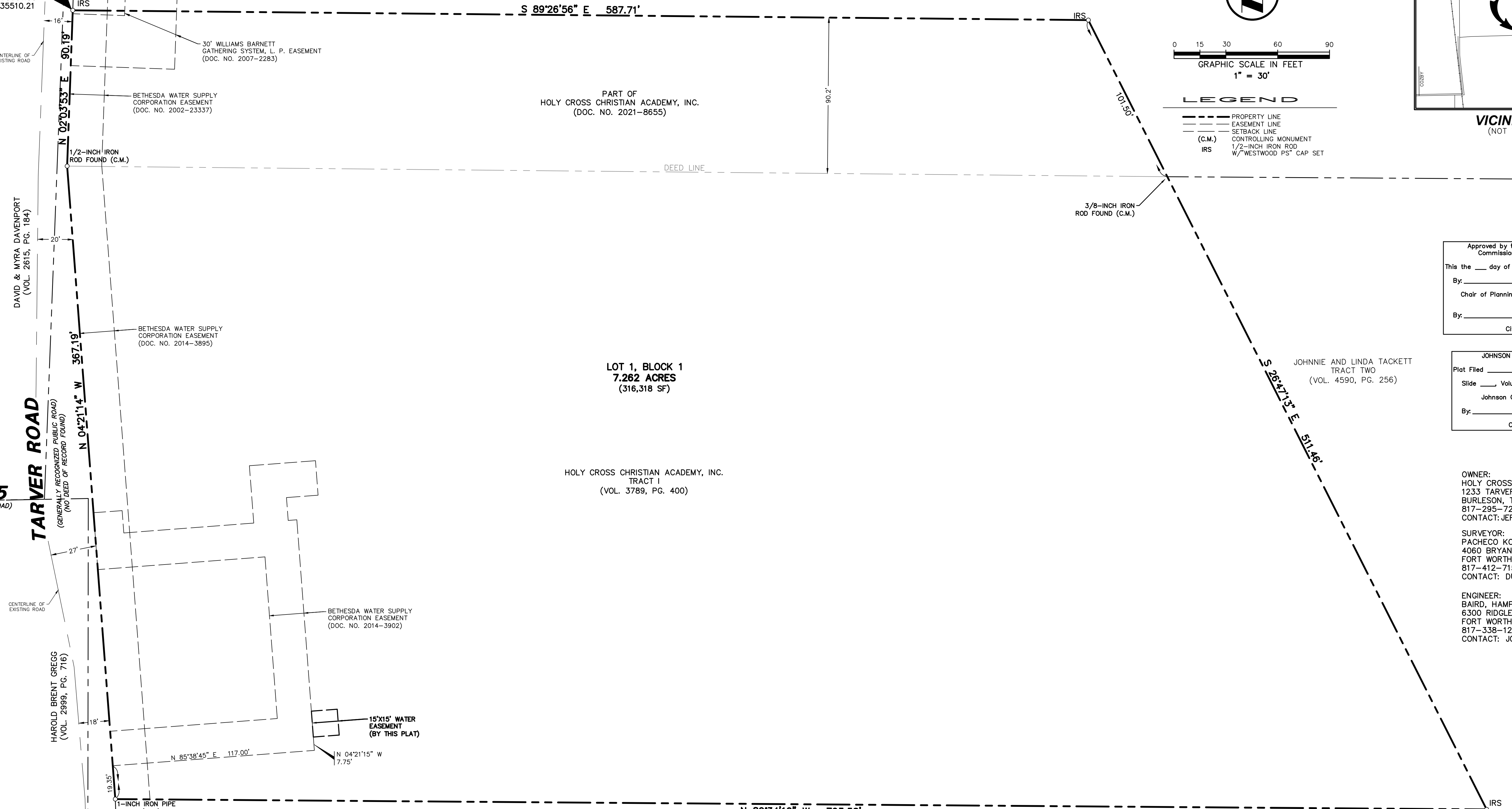


**LEGEND**

- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- (C.M.) CONTROLLING MONUMENT
- IRS 1/2-INCH IRON ROD
- W/WESTWOOD PS" CAP SET



**VICINITY MAP**  
(NOT TO SCALE)



**LOT 1, BLOCK 1**  
**7.262 ACRES**  
(316,318 SF)

HOLY CROSS CHRISTIAN ACADEMY, INC.  
TRACT I  
(VOL. 3789, PG. 400)

JOHNNIE AND LINDA TACKETT  
TRACT TWO  
(VOL. 4590, PG. 256)

Approved by the Planning and Zoning Commission of Burleson, Texas

This the \_\_\_ day of \_\_\_\_\_, 202\_\_

By: \_\_\_\_\_  
Chair of Planning and Zoning Commission

By: \_\_\_\_\_  
City Secretary

JOHNSON COUNTY APPROVAL

Plat Filed \_\_\_\_\_ 202\_\_

Slide \_\_\_\_\_ Volume \_\_\_\_\_ Page \_\_\_\_\_

Johnson County Plat Records

By: \_\_\_\_\_  
County Clerk

**OWNER:**  
HOLY CROSS CHRISTIAN ACADEMY  
1233 TARVER ROAD  
BURLESON, TEXAS 76028  
817-295-7232  
CONTACT: JEFF SELLS

**SURVEYOR:**  
PACHECO KOCH, A WESTWOOD COMPANY  
4060 BRYANT IRVIN ROAD  
FORT WORTH, TX 76109  
817-412-7155  
CONTACT: DUSTIN PUSTEJOVSKY

**ENGINEER:**  
BAIRD, HAMPTON & BROWN  
6300 RIDGLEA PLACE # 700  
FORT WORTH, TX 76116  
817-338-1277  
CONTACT: JOE LACROIX

**OWNER'S CERTIFICATION**

STATE OF TEXAS §  
COUNTY OF JOHNSON §

WHEREAS, Holy Cross Christian Academy, Inc. is the owner of a 7.262 acre (316,318 square foot) tract of land situated in the James M Cartwright Survey, Abstract No. 132, City of Burleson, Johnson County, Texas; said tract being all of that tract of land described as Tract I in Warranty Deed with Vendor's Lien to Holy Cross Christian Academy, Inc. recorded in Volume 3789, Page 400 of the Official Records of Johnson County, Texas; said tract also being part of that 1.267 acre tract of land described in Correction Warranty Deed with Vendor's Lien to Holy Cross Christian Academy, Inc. recorded in Document No. 2021-8655 of said Official Records; said 7.262 acre (316,318 square foot) tract being more particularly described as follows (bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on March 28, 2023 with a combined scale factor of 1.00012);

BEGINNING, at a 1/2-inch iron rod with "WESTWOOD PS" cap set in the west line of said 1.267 acre tract and in the right-of-way of Tarver Road (A generally recognized public road) (No deed of record found); said point being the southwest corner of that tract of land described in Special Warranty Deed to RFGTX, LLC recorded in Document No. 2023-30504 of said Official Records;

THENCE, South 89 degrees, 26 minutes, 56 seconds East, along the south line of said RFGTX, LLC tract and parallel to and 90.2 feet from the north line of said Tract I, a distance of 587.71 feet to a 1/2-inch iron rod with "WESTWOOD PS" cap set for corner;

THENCE, South 26 degrees, 47 minutes, 13 seconds East, continuing along said south line of RFGTX, LLC tract, at a distance of 101.50 feet, passing a 3/8-inch iron rod found for the most southerly southwest corner of said RFGTX, LLC tract, the northeast corner of said Tract I, the northeast corner of that tract of land described as Tract Two in Special Warranty Deed to Johnnie and Linda Tackett recorded in Volume 4590, Page 256 of said Official Records, and being in the south line of said 1.267 acre tract, continuing along the east line of said Tract I and the west line of said Tract Two, in all a total distance of 511.46 feet to a 1/2-inch iron rod with "WESTWOOD PS" cap set for the southeast corner of said Tract I and the southwest corner of said Tract Two; said point being in the north line of that tract of land described in Special Warranty Deed to Jerry Bransom recorded in Document No. 2014-8081 of said Official Records;

THENCE, North 89 degrees, 34 minutes, 10 seconds West, along the south line of said Tract I and the north line of said Jerry Bransom tract, a distance of 793.58 feet to a 1-inch iron pipe found for the southwest corner of said Tract I in said Tarver Road;

THENCE, North 04 degrees, 21 minutes, 14 seconds West, along the west line of said Tract I, a distance of 367.19 feet to a 1/2-inch iron rod found for the northwest corner of said Tract I and the southwest corner of said 1.267 acre tract;

THENCE, North 02 degrees, 03 minutes, 53 seconds East, along the west line of said 1.267 acre tract, a distance of 90.19 feet to the POINT OF BEGINNING;

CONTAINING: 316,318 square feet or 7.262 acres of land, more or less.

**GENERAL NOTES**

- Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on March 28, 2023 with a combined scale factor of 1.00012.
- Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Johnson County, Texas and Incorporated Areas, Map No. 4482510070J, Community-Panel No. 485459 0070J, Revised Date: December 4, 2012. All of the subject property is shown to be located in Zone "X" on said map. Relevant zones are defined on said map as follows:  
Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.
- The City of Burleson reserves the right to require minimum finish floor elevation on any lot within this subdivision. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change.

**SURVEYOR CERTIFICATION**

STATE OF TEXAS §  
COUNTY OF TARRANT §

I, Dustin C. Pustejovsky, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision.

**PRELIMINARY**

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.  
RELEASED 3/12/24  
Dustin C. Pustejovsky  
Registered Professional Land Surveyor  
No. 6690  
Dustin.pustejovsky@westwoodps.com  
www.westwoodps.com

REF. CASE NO. FP-23-126  
TX REG. ENGINEERING FIRM F-11756  
TX REG. SURVEYING FIRM LS-10074301

**FINAL PLAT**  
**LOT 1, BLOCK 1**  
**HOLY CROSS CHRISTIAN ACADEMY**  
BEING A 7.262 ACRE TRACT  
LOCATED IN THE CITY OF BURLESON  
AND BEING OUT OF THE  
JAMES M CARTWRIGHT SURVEY, ABSTRACT NO. 132,  
JOHNSON COUNTY, TEXAS

<b>Westwood</b>		4060 BRYANT IRVIN ROAD FORT WORTH, TX 76109 817.412.7155	
DRAWN BY GAL	CHECKED BY DCP	SCALE 1"=30'	DATE JUNE 2023
JOB NUMBER R0043805.00			

D:\PUSTEJOVSKY\PM\WESTWOODPS\LOCAL PROJECTS\0043805.01\06\_CAD\DWG\SURVEY\_CSD\043805.01FP.DWG

FINAL PLAT - LOT 1, BLOCK 1 HOLY CROSS CHRISTIAN ACADEMY

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## Planning & Zoning Commission Meeting

**DEPARTMENT:** Development Services  
**FROM:** Lidon Pearce, Principal Planner  
**MEETING:** April 9, 2024

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**SUBJECT:**

Chisholm Summit at 9517 CR 1016 (Case 23-229): Hold a public hearing and consider a recommendation of approval of an ordinance for a zoning change request from defaulted "A", Agriculture and "PD" Planned Development District to "PD" Planned Development District for the Chisholm Summit master planned community. *(Staff Presenter: Lidon Pearce, Principal Planner)*

**SUMMARY:**

On August 21, 2023, an application was submitted by Justin Bond representing RA Development LTD., on behalf of Rocky Bransom (owner), for a zoning change request of approximately 322.775 total acres for Chisholm Summit; to include 88.471 acres that are part of an concurrent annexation request (Case 23-375).

**DEVELOPMENT OVERVIEW:**

This site is part of a previously approved 380 agreement for the Chisholm Summit Master Planned Community. Approximately 88.471 acres of the land incorporated in this request are currently in the city extraterritorial jurisdiction (ETJ) and upon approval of annexation (Case 23-375) the property would be assigned a default zoning of "A", Agriculture. The annexation request is currently scheduled to go concurrently with this zoning request before City Council on May 6, 2024.

A total of 230.919 acres are currently zoned "PD", Planned Development and would be rezoned along with the annexation area of 88.471 to the "PD", Planned Development attached as Exhibits 3 and 4. The development standards are the same as the previously approved planned development, with one change that clarifies minimum front yard setback requirements for SFR-60 lots.

The afore-mentioned change clarifies that the minimum front yard setback for SFR-60 will be 20 feet when mixed within the same block as SFR-A, SFR-40, or SFR-56 lots. The minimum setback for SFR-60 shall be 25 feet when mixed within the same block as SFR-70, SFR-80, or SFRE lots. This change is to ensure safe visibility and setback consistency when lot types are mixed along the same block. The proposed "PD" zoning conforms to the requirements of the approved 380 agreement (CSO# 1775-06-2021) attached as Exhibit 5.

**This site is designated in the Comprehensive Plan as Neighborhoods.**

This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate. Neighborhoods should have increased pedestrian connectivity that includes sidewalks, trails, and greenbelts.

*Staff supports a Planned Development zoning for a master planned community as it provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.*

**Engineering:**

Platting and civil engineering reviews will be required prior to the development of the site. Sanitary sewer extension will be required to the site prior to development as well.

**RECOMMENDATION:**

Recommend approval of an ordinance for the zoning change.

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

Oct. 3, 2022 – City Council approved the PD zoning for Chisholm Summit.

Oct. 3, 2022 – City Council approved the Annexation of Phase A for Chisholm Summit

**REFERENCE:**

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://www.ecode360.com)

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Lidon Pearce, CNU-A, AICP  
Principal Planner  
[lpearce@burlesontx.com](mailto:lpearce@burlesontx.com)  
817-426-9649



# Chisholm Summit PD

## Location:

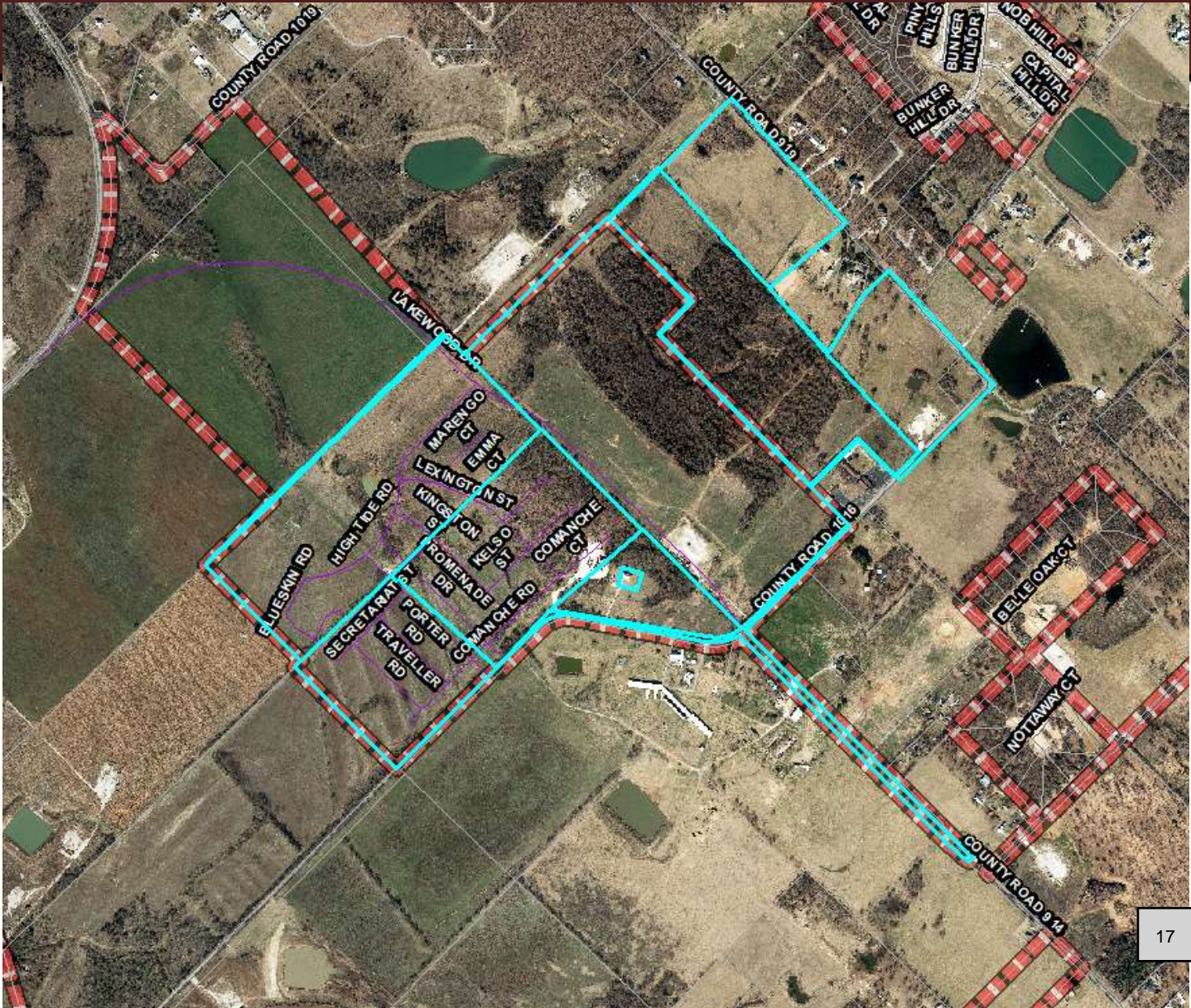
- 9517 CR 1016
- 322.775 acres

## Applicant:

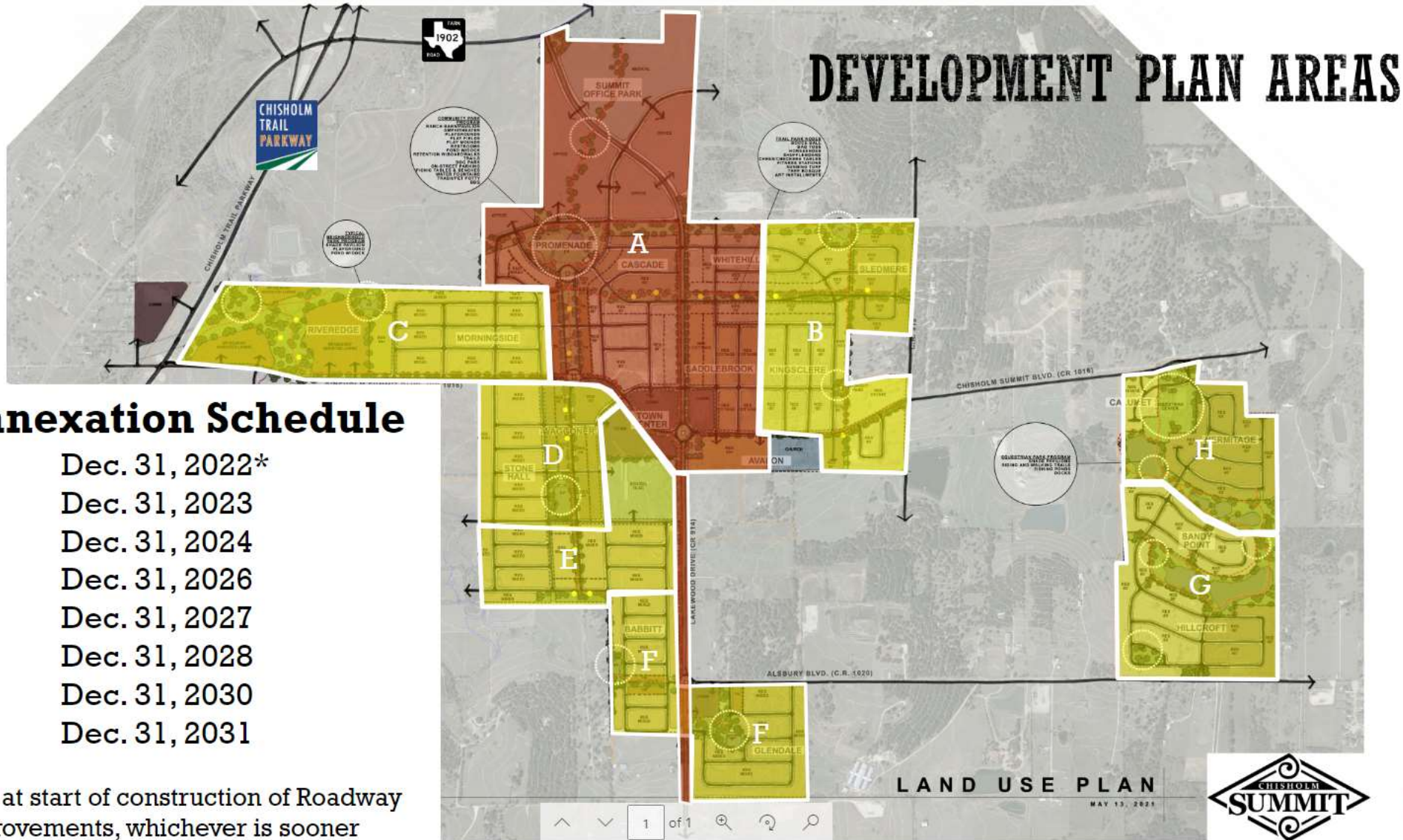
Justin Bond (RA Development)  
Rocky Bransom

## Item for approval:

Zoning Change (Case 23-229)



# Chisholm Summit PD



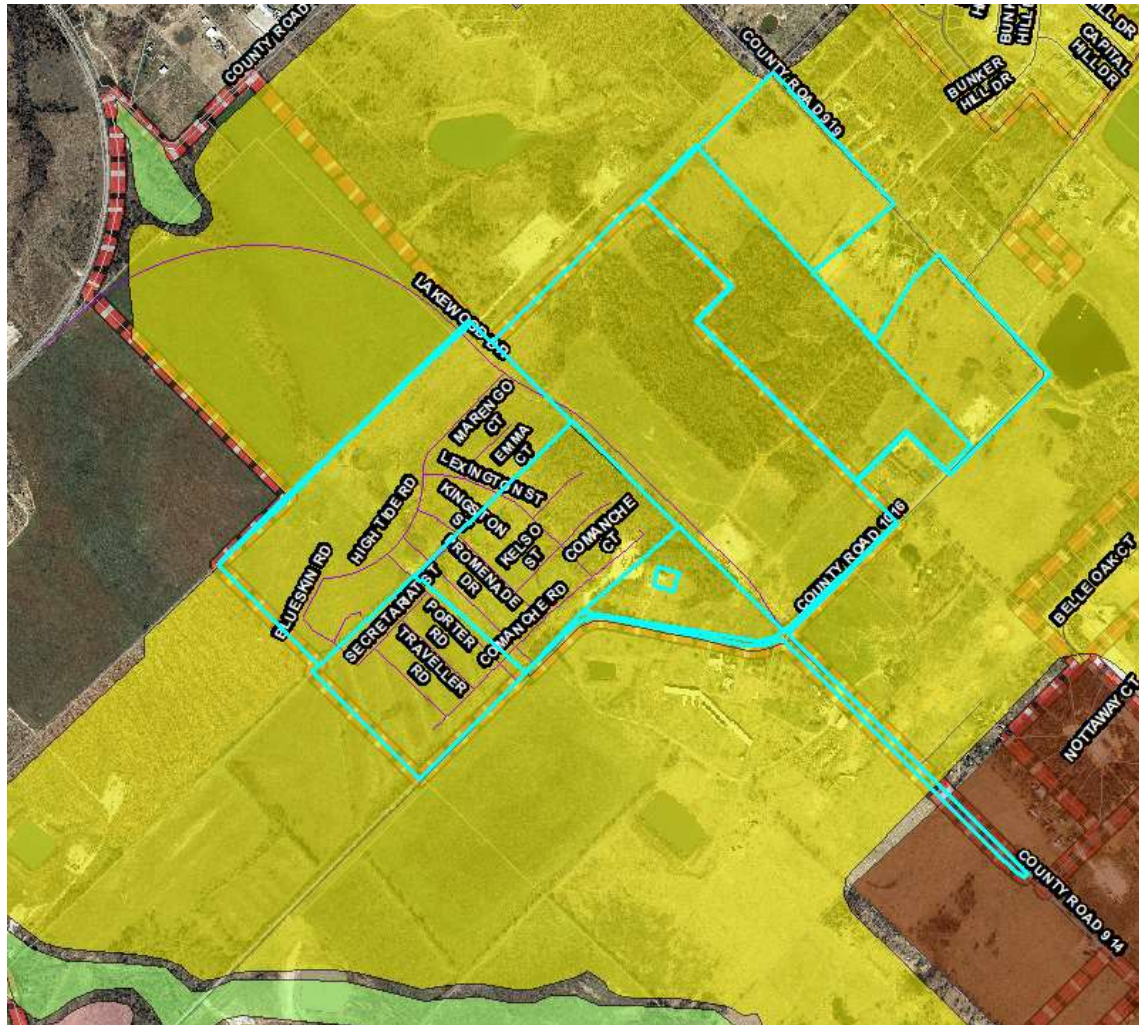
## Annexation Schedule

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

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

# Comprehensive Plan

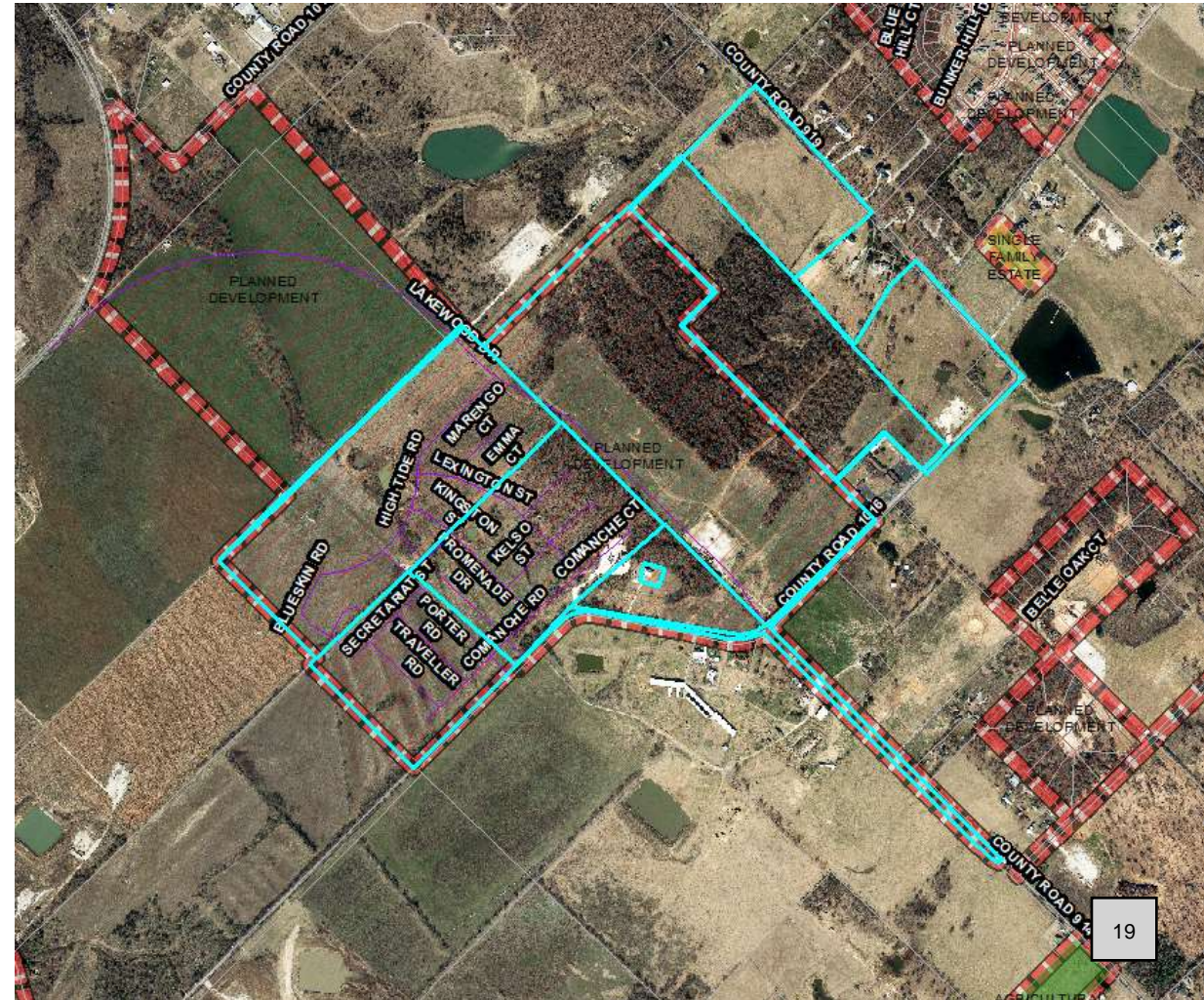
## Neighborhoods



# Zoning

## PD and ETJ (Defaults to AG)

Item A.



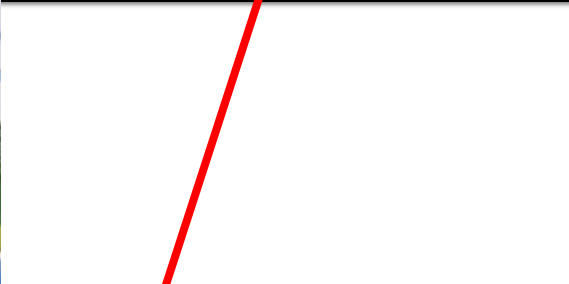
# Chisholm Summit PD

Lot Type	Underlying Standards	Minimum Lot Frontage	Minimum Lot Size	Minimum Home Size	Planned Units	Planned Percentage	Allowable Percentage Range
Townhomes SFR-A	PD Section V-3	25'	2500	1000	175	2.16%	0 – 5%
40' Res. Patio (SFR-40)	PD Section V-4	40'	4000	1200	545	15.00%	0 - 15%
56' Res. Cottage (SFR-56)	PD Section V-5	56'	6500	1400	315	11.51%	0 - 15%
60' Res. Traditional (SFR-60)	PD Section V-6	60'	7200	2000	710	28.73%	0 - 40%
70' Res. Traditional (SFR-70)	PD Section V-7	70'	8400	2200	155	7.32%	0 – 15%
80' Res. Traditional (SFR-80)	PD Section V-8	80'	9600	2500	320	17.26%	10% - No Max
Estate (SFRE)	PD Section V-9	100'	12000	2800	45	3.03%	0% - No Max
55+ Residential (SF-AA)	PD Section V-10	50	5000	1100	355	9.98%	0 – 10%
MF/Senior Residential (MF)	PD Section V-11	N/A	1500	n/a	595	5.02%	0 – 10%



16)

# Community Park



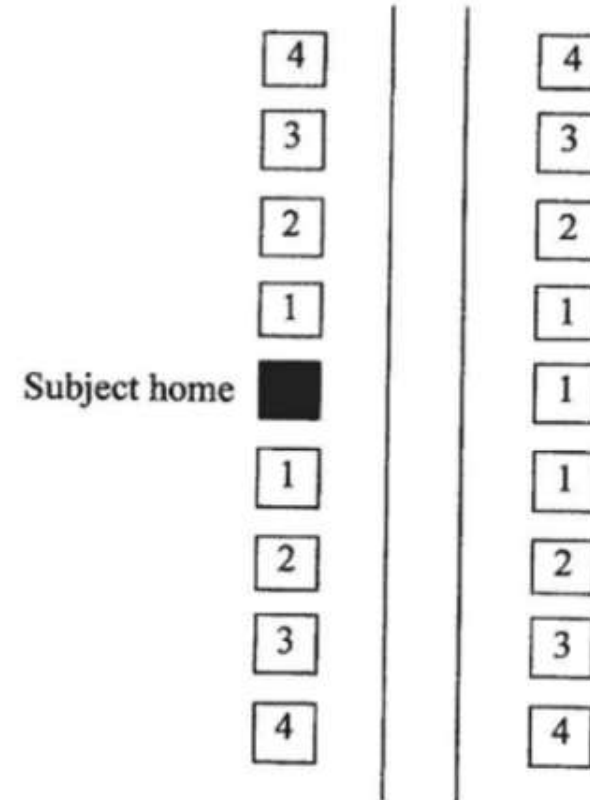
Community Park West

Community Park East





## Anti-monotony standards



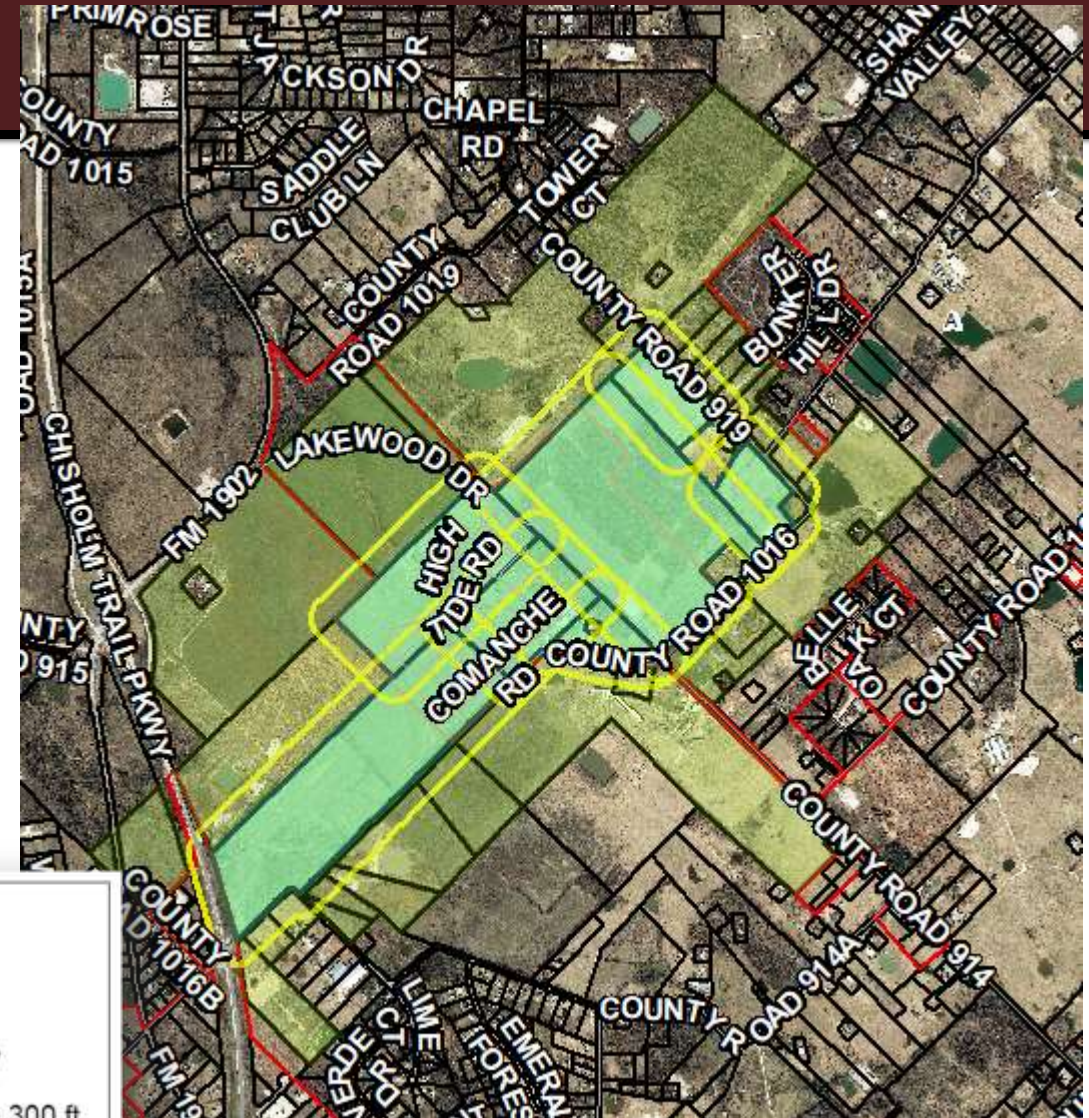
- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package
- 4** May be identical to subject home







# Chisholm Summit PD

Public Hearing Notice  
Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper  
Signs Posted on the property



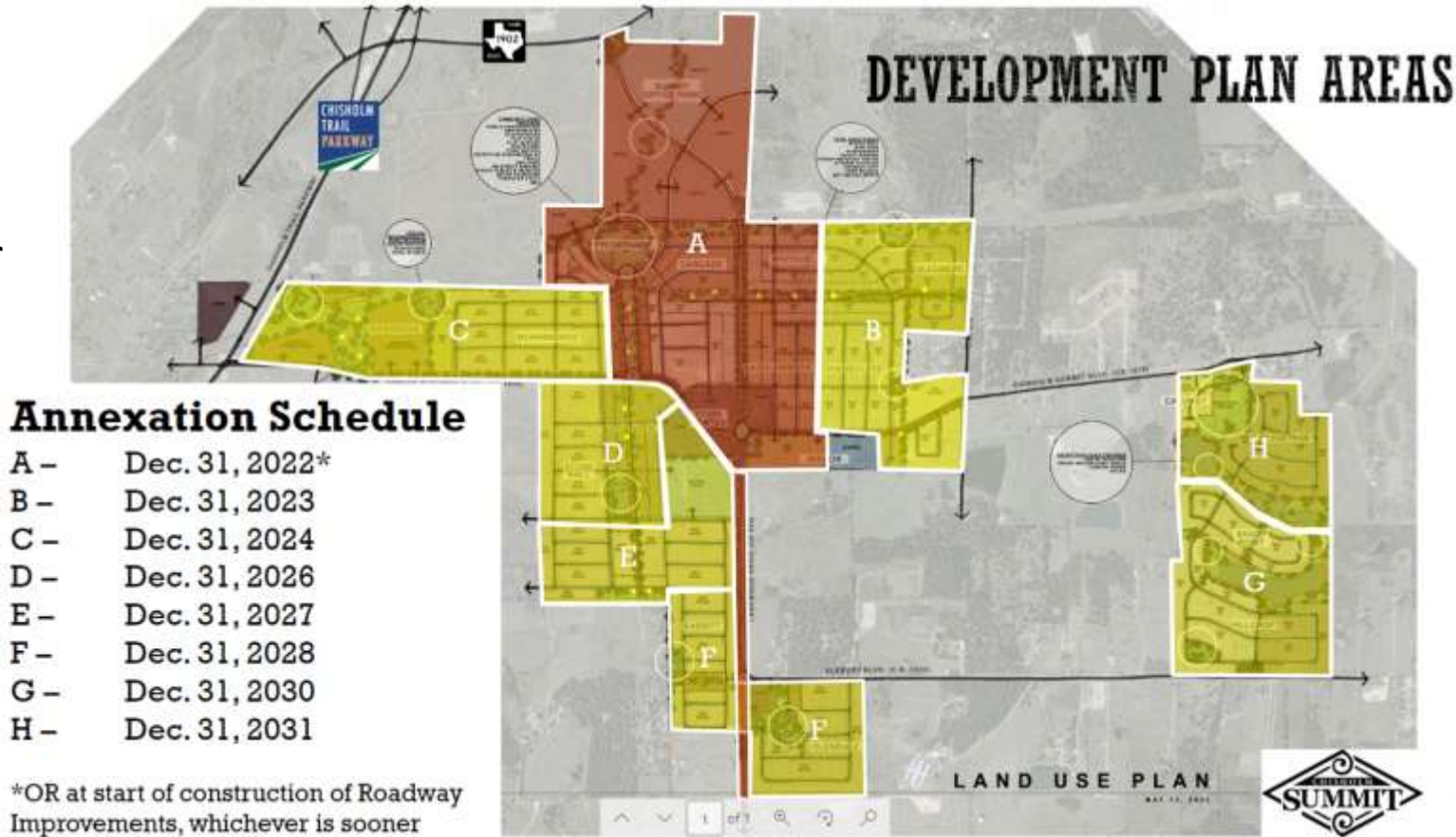
**Legend**

-  300 ft. Buffer
-  Subject Property
-  Properties within 300 ft.
-  Burleson

# Chisholm Summit PD

## Staff's Recommendation

- Staff recommends approval of the zoning ordinance due to:
- Planned Development zoning for a master planned community provides a mix of densities, lot sizes, as well as a healthy variety of housing stock in accordance with the goals and vision of the Comprehensive Plan.



**ORDINANCE**

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 322.775 ACRES TOTAL; 230.919 OF SAID ACRES BEING A TRACT OF LAND RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., TOGETHER WITH A 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T., AND TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., IN ADDITION TO A TRACT OF LAND CONVEYED TO JACKSON FAMILY TRUST D AND DESCRIBED AS TRACT THREE IN THAT DEED RECORDED IN INSTRUMENT NO. 2010-230, D.R.J.C.T., FROM THE “PD” PLANNED DEVELOPMENT TO “PD” PLANNED DEVELOPMENT, AND 88.471 ACRES OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24940 D.R.J.C.T., AND A PORTION OF LAND CONVEYED TO ALTA BURL LP, IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH THE 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THE DEED RECORDED IN INSTRUMENT NO. 2017-24936, D.R.J.C.T, DEED RECORDS, JOHNSON COUNTY, TEXAS FROM DEFAULTED “A”, AGRICULTURE TO “PD” PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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 City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a zoning change was filed by **Justin Bond representing RA Development** on **August 21, 2023**, under **Case Number 23-229**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing

on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **0 to 0** to recommend **approval** to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of defaulted **Agriculture (A) and Planned Development (PD)** to **Planned Development (PD)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of defaulted **Agriculture (A)**, and **Planned Development (PD)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

**Section 1  
MAP AND ZONING**

**AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described by the metes and bounds attached as **Exhibit A**, by changing the zoning of said property from A, Agricultural and PD, Planned Development district to the PD, Planned Development district.

**Section 2  
DEVELOPMENT STANDARDS**

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances, as amended, except to the extent modified by the Development Standards attached as Exhibit B.

**Section 3.**

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

**Section 4.**

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**Section 5.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

**Section 6.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 7.**

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

**Section 8.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 9.**

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

**PASSED AND APPROVED:**

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

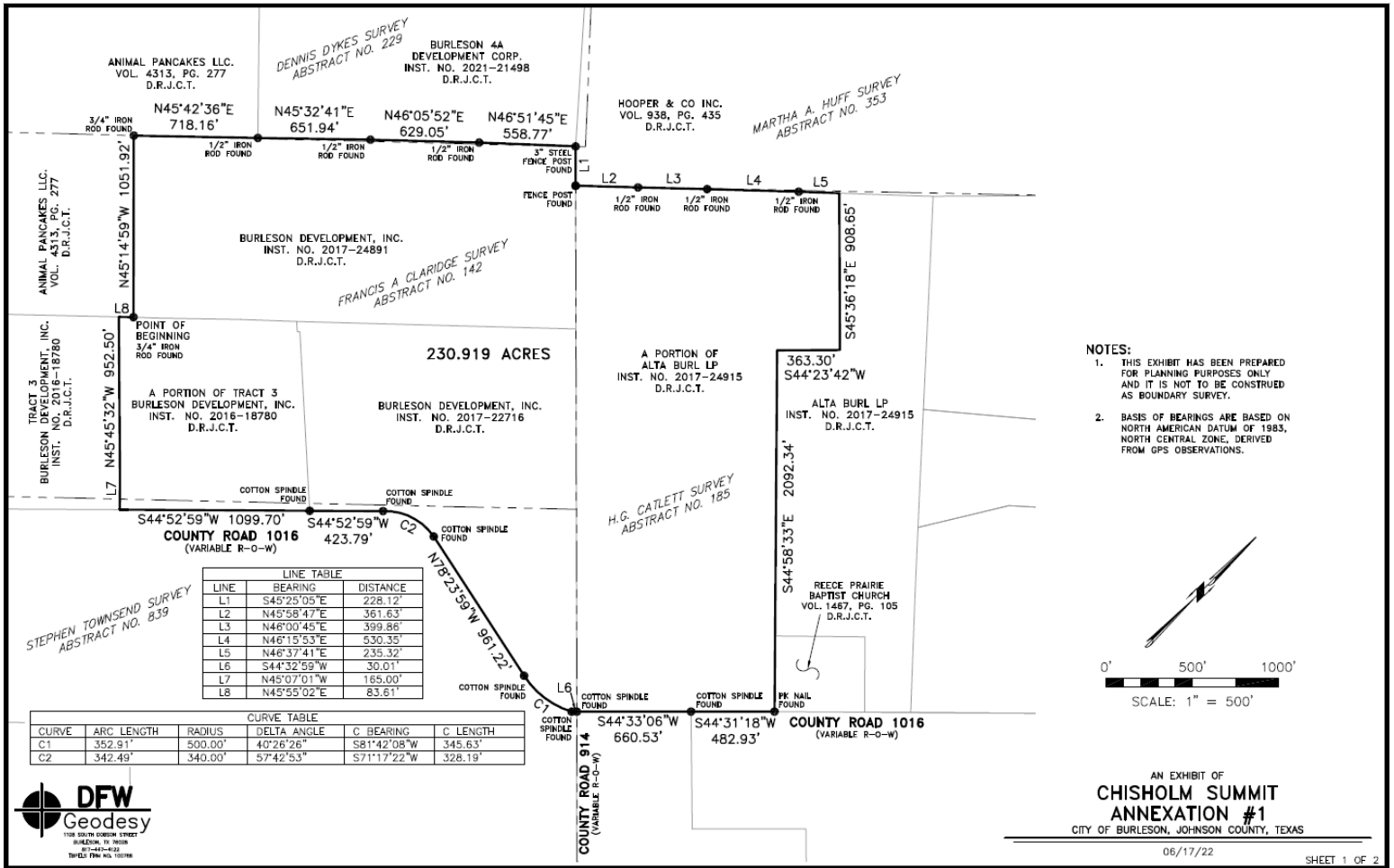
APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

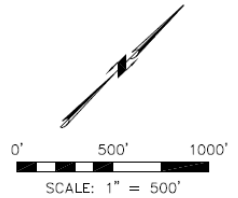
\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

DESCRIPTION OF PROPERTY



- NOTES:
1. THIS EXHIBIT HAS BEEN PREPARED FOR PLANNING PURPOSES ONLY AND IT IS NOT TO BE CONSTRUED AS BOUNDARY SURVEY.
  2. BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.



AN EXHIBIT OF  
**CHISHOLM SUMMIT ANNEXATION #1**  
 CITY OF BURLESON, JOHNSON COUNTY, TEXAS

06/17/22

SHEET 1 OF 2

**EXHIBIT "A"**  
**(Continued)**

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE FRANCIS A. CLARIDGE SURVEY, ABSTRACT NO. 142, THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, AND IN THE STEPHEN TOWNSEND SURVEY, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A 62.131 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., TOGETHER WITH A 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T., AND TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 62.131 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 45°14'59" W ALONG THE SOUTHWESTERLY LINE OF SAID 62.131 ACRE TRACT, A DISTANCE OF 1051.92 FEET TO A 3/4" ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 62.131 ACRE TRACT;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 62.131 ACRE TRACT THROUGH THE FOLLOWING FOUR COURSES;

N 45°42'36" E, A DISTANCE OF 718.16 FEET TO A 1/2" IRON ROD FOUND;

N 45°32'41" E, A DISTANCE OF 651.94 FEET TO A 1/2" IRON ROD FOUND;

N 45°05'52" E, A DISTANCE OF 629.05 FEET TO A 1/2" IRON ROD FOUND;

N 46°51'45" E, A DISTANCE OF 558.77 FEET TO A 3" STEEL FENCE POST FOUND FOR THE MOST NORTHERLY CORNER OF SAID 62.131 ACRE TRACT;

THENCE S 45°25'05" E ALONG THE NORTHEASTERLY LINE OF SAID 62.131 ACRE TRACT, A DISTANCE OF 228.12 FEET TO A FENCE POST FOUND FOR THE MOST WESTERLY CORNER OF SAID 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT THROUGH THE FOLLOWING FOUR COURSES;

N 45°58'47" E, A DISTANCE OF 361.63 FEET TO A 1/2" IRON ROD FOUND;

N 46°00'45" E, A DISTANCE OF 399.86 FEET TO A 1/2" IRON ROD FOUND;

N 46°15'53" E, A DISTANCE OF 530.35 FEET TO A 1/2" IRON ROD FOUND;

N 46°37'41" E, A DISTANCE OF 235.32 FEET TO A 1/2" IRON ROD FOUND;

THENCE LEAVING SAID NORTHWESTERLY LINE S 45°36'18" E, A DISTANCE OF 908.65 FEET TO A POINT;

THENCE S 44°23'42" W, A DISTANCE OF 363.30 FEET TO A POINT;

THENCE S 44°58'33" E, A DISTANCE OF 2092.34 FEET TO A PK NAIL FOUND IN COUNTY ROAD 1016 (VARIABLE R-O-W) AND IN THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT FOR THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST CHURCH IN THAT DEED RECORDED IN VOLUME 1467, PAGE 105, D.R.J.C.T.;

THENCE S 44°31'18" W CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD, A DISTANCE OF 482.93 FEET TO A COTTON SPINDLE FOUND;



**EXHIBIT "A"**  
**(Continued)**

THENCE S 44°33'06" W, A DISTANCE OF 660.53 FEET TO A COTTON SPINDLE FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 133.323 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF SAID 53.344 ACRE TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-22716, D.R.J.C.T.;

THENCE S 44°32'59" W ALONG THE SOUTHERLY LINE OF SAID 53.344 ACRE TRACT AND CONTINUING ALONG SAID COUNTY ROAD 1016, A DISTANCE OF 30.01 FEET TO A COTTON SPINDLE FOUND AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 500.00 FEET, WHOSE LONG CHORD BEARS S 81°42'08" W, 345.63 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°26'26", AN ARC LENGTH OF 352.91 FEET TO A POINT;

THENCE N 78°23'59" W, A DISTANCE OF 961.22 FEET TO A COTTON SPINDLE FOUND AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 340.00 FEET, WHOSE LONG CHORD BEARS S 71°17'22" W, 328.19 FEET;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°42'53", AN ARC LENGTH OF 342.49 FEET TO A COTTON SPINDLE FOUND;

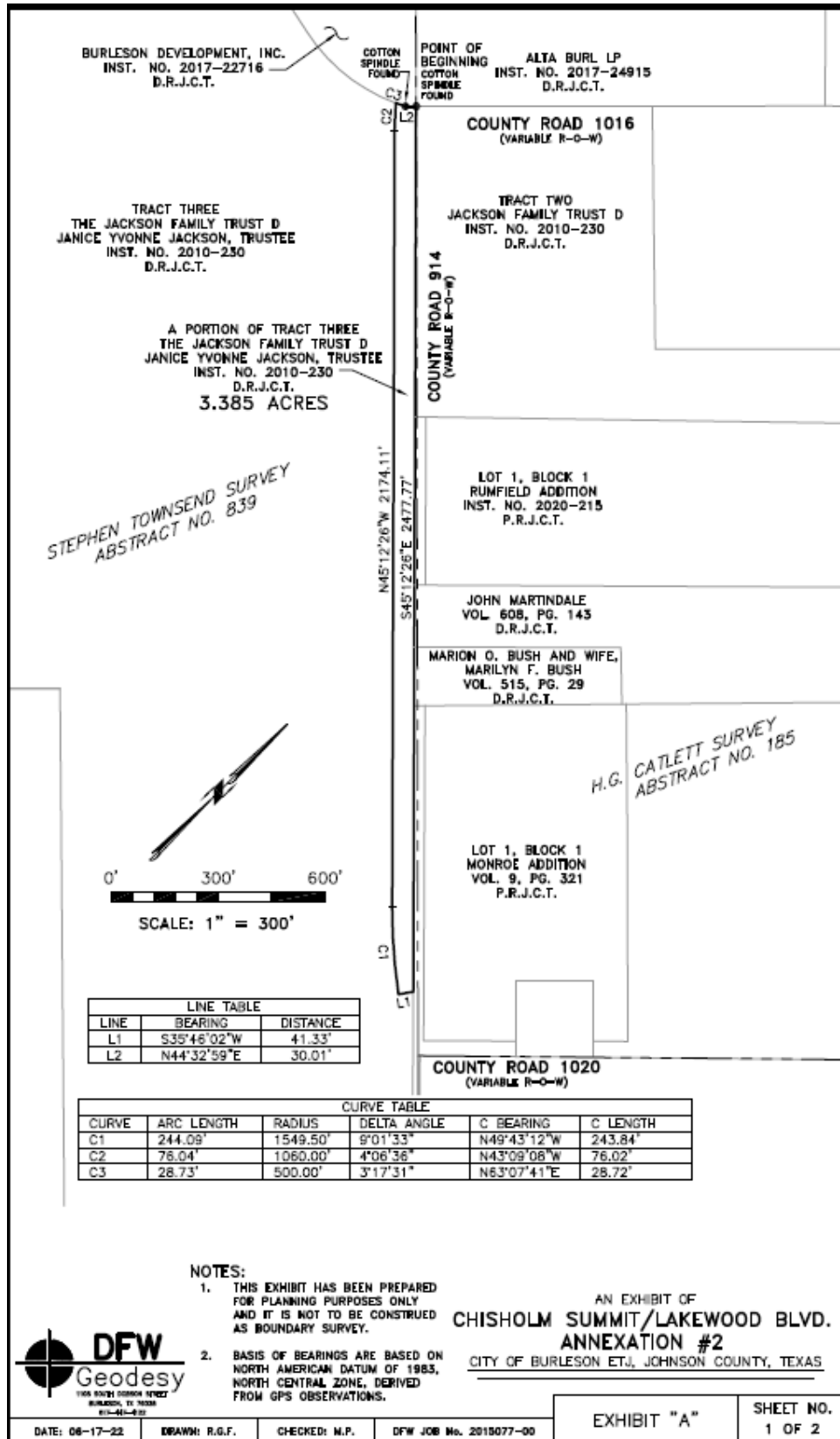
THENCE S 44°52'59" W, A DISTANCE OF 423.79 FEET TO A COTTON SPINDLE FOUND IN SAID COUNTY ROAD 1016 FOR THE MOST SOUTHERLY CORNER OF SAID 53.344 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. AND DESCRIBED AS TRACT 3 IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-18780, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE S 44°52'59" W ALONG THE SOUTHEASTERLY LINE SAID TRACT 3 AND ALONG SAID COUNTY ROAD 1016, A DISTANCE OF 1099.70 FEET TO A POINT;

THENCE LEAVING SAID SOUTHEASTERLY LINE AND SAID COUNTY ROAD 1016 N 45°45'32" W, A DISTANCE OF 952.50 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID TRACT 3;

THENCE N 45°55'02" E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 83.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 230.919 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"  
(Continued)



**EXHIBIT "A"**  
**(Continued)**

**LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE STEPHEN TOWNSEND SURVEY, ABSTRACT NO. 839, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACKSON FAMILY TRUST D AND DESCRIBED AS TRACT THREE IN THAT DEED RECORDED IN INSTRUMENT NO. 2010-230, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE FOUND IN THE INTERSECTION OF COUNTY ROAD 1016 (VARIABLE R-O-W) AND COUNTY ROAD 914 (VARIABLE R-O-W) FOR THE MOST NORTHEASTERLY CORNER OF SAID TRACT THREE;

THENCE LEAVING SAID INTERSECTION S 45°12'26" E ALONG SAID COUNTY ROAD 914 AND ALONG THE NORTHEASTERLY LINE OF SAID TRACT THREE, A DISTANCE OF 2477.77 FEET TO A POINT;

THENCE S 35°46'02" W LEAVING SAID COUNTY ROAD AND SAID NORTHEASTERLY LINE, A DISTANCE OF 41.33 FEET TO A POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1549.50 FEET, WHOSE LONG CHORD BEARS N 49°43'12" W, 243.84 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°01'33", AN ARC LENGTH OF 244.09 FEET TO A POINT;

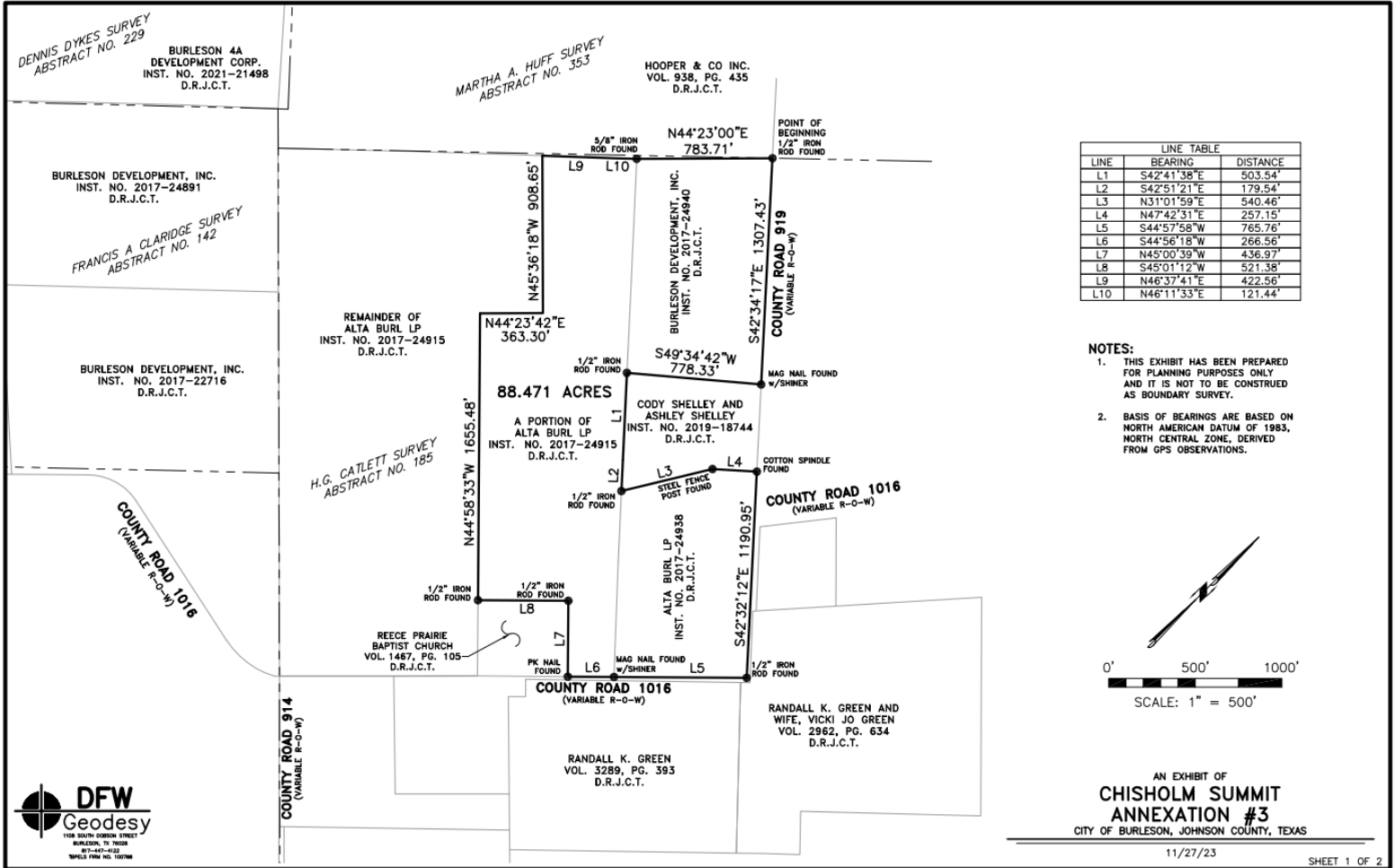
THENCE N 45°12'26" W, A DISTANCE OF 2174.11 FEET TO A POINT AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, WHOSE LONG CHORD BEARS N 43°09'08" W, 76.02 FEET;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°06'36", AN ARC LENGTH OF 76.04 FEET TO A POINT IN SAID COUNTY ROAD 1016 AND IN THE NORTHERLY LINE OF SAID TRACT THREE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET, WHOSE LONG CHORD BEARS N 63°07'41" E, 28.72 FEET;

THENCE ALONG SAID COUNTY ROAD AND SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°17'31", AN ARC LENGTH OF 28.73 FEET TO A COTTON SPINDLE FOUND;

THENCE N 44°32'59" E, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.385 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"  
(Continued)



**EXHIBIT "A"**  
**(Continued)**

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 185, JOHNSON COUNTY, TEXAS, BEING A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24940, DEED RECORDS, JOHNSON COUNTY, TEXAS, (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 133.323 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP, IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24915, D.R.J.C.T., TOGETHER WITH ALL OF THAT 20.503 ACRE TRACT OF LAND CONVEYED TO ALTA BURL LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24938, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN COUNTY ROAD 919 (VARIABLE R-O-W) AND FOR THE MOST NORTHERLY CORNER OF SAID BURLESON DEVELOPMENT, INC., TRACT;

THENCE ALONG SAID COUNTY ROAD S 42°34'17" E, A DISTANCE OF 1307.43 FEET TO A MAG NAIL FOUND WITH SHINER FOR THE MOST NORTHERLY CORNER OF A TRACT OF LAND CONVEYED TO CODY SHELLY, AND ASHLEY SHELLY IN THAT DEED RECORDED IN INSTRUMENT NO. 2019-18744, D.R.J.C.T.;

THENCE ALONG THE NORTHERLY LINE OF SAID SHELLEY TRACT S 49°34'42" W, A DISTANCE OF 778.33 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY LINE OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID SHELLEY TRACT;

THENCE ALONG SAID NORTHEASTERLY LINE AND THE SOUTHWESTERLY LINE OF SAID SHELLY TRACT S 42°41'38" E, A DISTANCE OF 503.54 FEET TO A POINT;

THENCE S 42°51'21" E, A DISTANCE OF 179.54 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID SHELLEY TRACT;

THENCE LEAVING SAID NORTHEASTERLY LINE N 31°01'59" E ALONG THE SOUTHEASTERLY LINE OF SAID SHELLY TRACT, A DISTANCE OF 540.46 FEET TO A STEEL POST FOUND;

THENCE N 47°42'31" E, A DISTANCE OF 257.15 FEET TO A COTTON SPINDLE FOUND IN SAID COUNTY ROAD 919 (VARIABLE R-O-W) FOR THE MOST EASTERLY CORNER OF SAID SHELLY TRACT AND FOR THE MOST NORTHERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE ALONG SAID COUNTY ROAD, ALONG COUNTY ROAD 1016 (VARIABLE R-O-W) AND ALONG THE NORTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 42°32'12" E, A DISTANCE OF 1190.95 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 20.503 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD 1016 AND ALONG THE SOUTHEASTERLY LINE OF SAID 20.503 ACRE TRACT S 44°57'58" W, A DISTANCE OF 765.76 FEET TO A MAG NAIL FOUND WITH A SHINER FOR THE MOST SOUTHERLY CORNER OF SAID 20.503 ACRE TRACT AND FOR THE MOST EASTERLY CORNER OF SAID 133.323 ACRE TRACT;

THENCE CONTINUING ALONG SAID COUNTY ROAD AND THE SOUTHEASTERLY LINE OF SAID 133.323 ACRE TRACT S 44°56'18" W, A DISTANCE OF 266.56 FEET TO A PK NAIL FOUND FOR THE MOST WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO REECE PRAIRIE BAPTIST CHURCH RECORDED IN VOLUME 1467, PAGE 105 D.R.J.C.T. ;

THENCE LEAVING SAID COUNTY ROAD N 45°00'39" W ALONG THE NORTHEASTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 436.97 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE S 45°01'12" W ALONG THE NORTHWESTERLY LINE OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT, A DISTANCE OF 521.38 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID REECE PRAIRIE BAPTIST CHURCH TRACT;

THENCE LEAVING SAID WESTERLY CORNER AND SAID SOUTHEASTERLY LINE N 44°58'33" E, A DISTANCE OF 1655.48 FEET TO A POINT;

THENCE N 44°23'42" E, A DISTANCE OF 363.30 FEET TO A POINT;

**EXHIBIT "A"**  
**(Continued)**

THENCE N 45°36'18" W, A DISTANCE OF 908.65 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO HOOPER & CO INC. IN THAT DEED RECORDED IN VOLUME 938, PAGE 435 D.R.J.C.T. AND IN THE NORTHWESTERLY LINE OF SAID 133.323 ACRE TRACT;

THENCE ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°37'41" E, A DISTANCE OF 422.56 FEET TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY LINE N 46°11'33" E A DISTANCE OF 121.44 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID 133.323 ACRE TRACT AND FOR THE MOST WESTERLY CORNER OF SAID BURLESON DEVELOPMENT, INC. TRACT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND THE NORTHWESTERLY LINE OF SAID BURLESON DEVELOPMENT, INC. TRACT N 44°23'00" E, A DISTANCE OF 783.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.471 ACRES OF LAND MORE OR LESS.

**EXHIBIT “B”****CHISHOLM SUMMIT  
DEVELOPMENT STANDARDS****I. GENERAL**

1. Chisholm Summit is a mixed-use community purposefully designed to facilitate quality development and livability. Generous common open space is distributed throughout the community in the form of natural areas, over 90 acres of dedicated parkland, ten miles of interconnecting trail system, commercial areas, and other amenities. Initial phases known as Development Area “A” and “B” is comprised of approximately 170 acres with approximately 20 acres of dedicated parkland and trails, and the amenities as dictated herein.
2. Chisholm Summit is to be a master-planned community of approximately 823 acres on the west side of the City of Burleson near the Chisholm Trail Parkway and will be developed to include over 3,000 high-quality residential units. These standards apply to the current and all future phases of the Chisholm Summit development; however as future developments are annexed into the City of Burleson; staff and the Developer understand that changes may be evaluated and recommended.
3. Multifamily, MF/Senior Residential will not be developed in the initial phases (Development Area “A” and “B”). Specific multifamily standards will be incorporated and adopted by City Council in a future phase and revision to these standards.
4. Chisholm Summit is to be neighbored by Hooper Business Park, a development of the Burleson 4A Economic Development Corporation focused on attracting new jobs to the City through a professional office park setting.
5. The developers and land owners of the area comprising Chisholm Summit executed a Chapter 380 Development Agreement approved by City Council on June 7, 2021, which is recorded as CSO #1775-06-2021 (referred to herein as the “Development Agreement” or the “Agreement” and attached as Ordinance Exhibit “D”). The proposed development shall be in accordance with the provisions of the approved Planned Development District and that all approved Development Plans shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.
6. The terms and phrases used herein shall have the same definitions and meanings as provided in the Development Agreement; however, any term specifically defined herein shall supersede and take precedence over any definition in the Development Agreement.

**II. ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

1. All City ordinances are applicable unless otherwise specified in the Development Agreement or this Ordinance. This includes, but is not limited to, the Governing Regulations set forth in the Agreement. Any concept plans included with these development regulations does not supersede the engineering design requirements contained with the City's Code of Ordinances unless otherwise explicitly stated herein or a waiver has been granted by City Council
2. All state and federal regulations will apply. Consideration will be made for the application of updated City ordinances with updates to Planned Development Ordinances.
3. In the event a provision is not specified in the Agreement or this Planned Development Ordinance the City's ordinances apply. In the event of a conflict between the Agreement or the Planned Development Ordinance and the City's ordinances, the Agreement or the Planned Development Ordinance apply. In the event of a conflict between the Agreement and the Planned Development Ordinance, the Planned Development Ordinance will apply.

**III. 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 in the Agreement for Planning and Zoning Commission and City Council review. The Development Plan(s) will be comprised of multiple phases (known as "Development Sections") 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.
3. Maintenance of Facilities. The Developer shall show evidence, with the filing of the final plat, that a homeowners' association has been established and assigned the responsibility of the improvement and maintenance of all common areas and/or common facilities contained within the area of the development plan that is being platted.

**IV. THEME**

1. Chisholm Summit will have a cohesive theme through its building design, signage, colors, fonts, lighting, 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 pictorial representations in the exhibits.

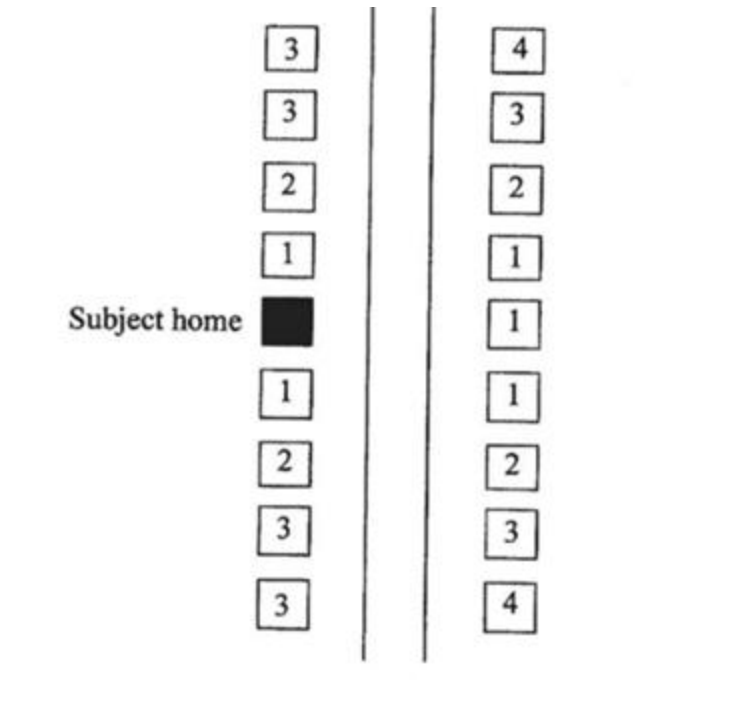


3. The general components of the theme can be described literally as:
  - a. “Western” focused around keyword concepts “rustic”, “growth”, “horses”, “folk”, “gateway”, and “progress”
  - b. “Active” focused around keyword concepts like “trails”, “outdoors”, “purpose”, “movement”, and “nature”
  - c. “Family” focused around keyword concepts like “together”, “community”, “neighbors”, “generational”, and “care”

## V. RESIDENTIAL LOT STANDARDS

### 1. General Requirements

- a. Single-family residential development in Chisholm Summit will adhere to one of the categories provided in this Section.
- b. All references to the Zoning Ordinance are the City of Burleson’s Code of Ordinances governing development in the associated categories at the time of the initial adoption of this Planned Development Ordinance.
- c. Landscaping requirements for single-family residential areas, except for those that state their own requirements, shall be:
  - i. Total landscape area, no less than 10 percent of lot area
  - ii. Five (5) plants (shrubs and/or groundcover per dwelling unit) with a minimum gallon size of 5.
  - iii. Two canopy trees at a minimum of 3 caliper inches. At a minimum one of the trees shall be located in the front yard
  - iv. 50 percent of all required landscape elements must be located in the front yard (area between the building and the street)
  - v. Landscaping shall be installed prior to final inspection approval for any dwelling unit.
- d. An exception to the strict compliance of these standards in this Ordinance may be allowed by City Council on a case-by-case basis when Applicant demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:
  - i. Is not contrary to the public interest;
  - ii. Does not cause injury to adjacent property;
  - iii. Does not materially adversely affect the quality of the development; and
  - iv. Is not inconsistent with the most recently adopted Concept Plan.
- e. Anti-monotony standards require that no dwelling with the same architectural elevation and color may be within three (3) lots of each other, as shown in the exhibit below.



- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package.
- 4** May be identical to subject home.

**2. Residential Use Categories**

- a. Zoning regulations and districts for residential development are allowed for the following categories as described herein and, where applicable, as established in the City Code of Ordinances, Appendix B – Zoning, Article III – Zoning Districts, as adopted by City Council at the time of initial adoption of this Planned Development ordinance.
  - i. SFA-25, single-family attached townhomes
  - ii. SFR-40, single-family 40-ft residential patio
  - iii. SFR-56, single-family 56-ft residential cottage
  - iv. SFR-60, single-family 60-ft residential traditional
  - v. SFR-70, single-family 70-ft residential traditional
  - vi. SFR-80, single-family 80-ft residential traditional
  - vii. SFRE, single-family residential estate
  - viii. SF-AA, 55+ active-adult residential
  - ix. MF, multifamily / senior residential

**3. Zoning Category – SFR-A, Single-Family Attached Townhomes**

- a. General Description. The SFR-A single-family attached dwelling district is established to provide adequate space for medium-density, single-family attached type residential development.
- b. Underlying Standards. This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.
- c. Lot Dimension Calculation.
  - i. The average width of a lot may be calculated as the total width of all platted lots of the one-family attached dwelling complex contained within that block divided by the number of dwellings in the complex.
  - ii. The area of a lot may be calculated as the total square footage of all platted lots of the one-family attached dwelling complex divided by the number of dwellings in the complex for each block.
  - iii. The maximum width of a one-family attached dwelling complex utilizing this calculation shall be limited to 125 feet. The maximum number of dwellings shall be limited to five.
- d. Lot Size. The minimum area allowed per lot is 2500 square feet.
- e. Lot Coverage. The maximum coverage per lot is 70 percent.
- f. Lot Depth. The minimum depth allowed per lot is 100 feet.
- g. Building Height. The maximum height allowed is 40 feet.
- h. Units per Building. Maximum number of units per building is 5 units.
- i. Front Patio Area. A concrete patio area will be required including a fencing of the patio with maximum four-foot tall wood cedar fence (horizontal) or maximum four-foot tall black ornamental metal fence (vertical). Patio may be a maximum of 15-foot wide and 17-foot deep. Depth of front yard will be increased to twenty (20) feet for these units and patio may be placed in the front yard.
- j. Yard Area Requirements.
  - i. Front yard setback – 20 feet
  - ii. Side yard setback (interior lot) – 0 feet
  - iii. Side yard setback (exterior lot between buildings) – 5 feet
  - iv. Side yard setback (exterior lot street or alley corners) – 10 feet
  - v. Rear yard setback – 20 feet
  - vi. Garage door setback – 20 feet
  - vii. Front yard projections into setback – 3 feet

- viii. Rear yard projections into setback – 2 feet
  - ix. Side yard projections into setback – 30 inches
  - x. Courtyard within front yard setback will be permitted to within 3 feet of front property line.
  - xi. Fencing within front yard setback will be permitted to within 3 feet of property line.
  - xii. Fencing to be provided at a maximum of 48” height.
  - xiii. Accessory trellis within front yard setback permitted to within 3 feet of property line.
  - xiv. Minimum lead sidewalk width will be 3 feet.
- k. Roof Pitch. A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
- l. Landscaping. An ornamental tree (30 gallon) will be provided at a minimum of one (1) per dwelling unit and (1) canopy tree per complex (as defined above in section 3.c.iii). Three shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
- m. Open Space. Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance.
- n. Exemptions. Dwellings in this category are exempt from the anti-monotony standards expressed in this Ordinance or any city ordinance.
- 4. Zoning Category – SFR-40, Single-family 40-ft Residential Patio**
- a. General Description. Single-family residential units typically classified as Patio or Garden Homes. Ingress/egress may be allowed, but is not required, from access drives or parking areas connecting to adjacent public or private alleys. Requirements for single-family development shall be governed by standards as described herein. Anything not addressed in this zoning category will follow regulations within the City of Burleson’s Zoning and Subdivision Ordinances. In the event of conflicts between these regulations and the City’s Ordinances, these regulations will apply.
  - b. Density. The maximum allowed density for any land tract classified as SFR-40 will be 8.0 units per acre.
  - c. Required Parking. Parking requirements shall adhere to the following regulations:
    - i. One (1) off-street parking space shall be provided for each single-family dwelling unit.
    - ii. Parking shall be permitted on an improved and approved surface located within a side or rear yard area.

- d. Alleys. If an alley is elected as the means of access for driveways, the alley shall be a 20-foot paved concrete area within a 22-foot alley access easement or right-of-way. Alley width may be reduced to a 12-foot paved concrete area within a 15-foot alley access easement or right-of-way under the provision that the alley is signed as one-way only. If an alley is to be utilized as a fire lane, it shall be constructed to fire lane standards per the City's Code of Ordinances.
- e. Minimum Dwelling Size. Dwelling unit minimum will be 1,200 square feet. Minimum floor area shall exclude common corridors, basements, open and screened porches or decks and garages.
- f. Lot Area. The minimum area of any lot shall be four thousand (4,000) square feet.
- g. Lot Width. The width of any lot shall not be less than forty (40) feet.
- h. Lot Depth. The minimum depth of any lot shall not be less than one hundred (100) feet.
- i. Front Yard. The minimum depth of the front yard shall be fifteen (15) feet.
- j. Side Yard. A side yard adjacent to a street shall be a minimum of five (5) feet unless there is an easement then it shall be ten (10) feet. A building separation of ten (10) feet shall be provided between single-family structures. Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson's building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- k. Rear Yard. The minimum depth of the rear yard shall be fifteen (15) feet. Nothing in this section is intended to or shall eliminate or supersede any requirements of the City of Burleson's building or fire codes that establish regulations dealing with building separations or fire resistive construction.
- l. Building Height. The permitted height of all single-family residential structures shall not exceed two and a half (2.5) stories.

**5. Zoning Category – SFR-56, Single-family 56-ft Residential Cottage**

- a. A Traditional Neighborhood Design (TND) Plan shall be established for this zoning category. Traditional Neighborhood Development or TND is an area designated with development characteristics that:
  - i. Utilizes traditional masonry, stone or other exterior building products, such as cementitious fiber board;
  - ii. Reflects historic architecture applicable to the region, such as Texas Prairie, Craftsman, Bungalow, Texas Hill Country, or other historically significant architecture found throughout Texas history.

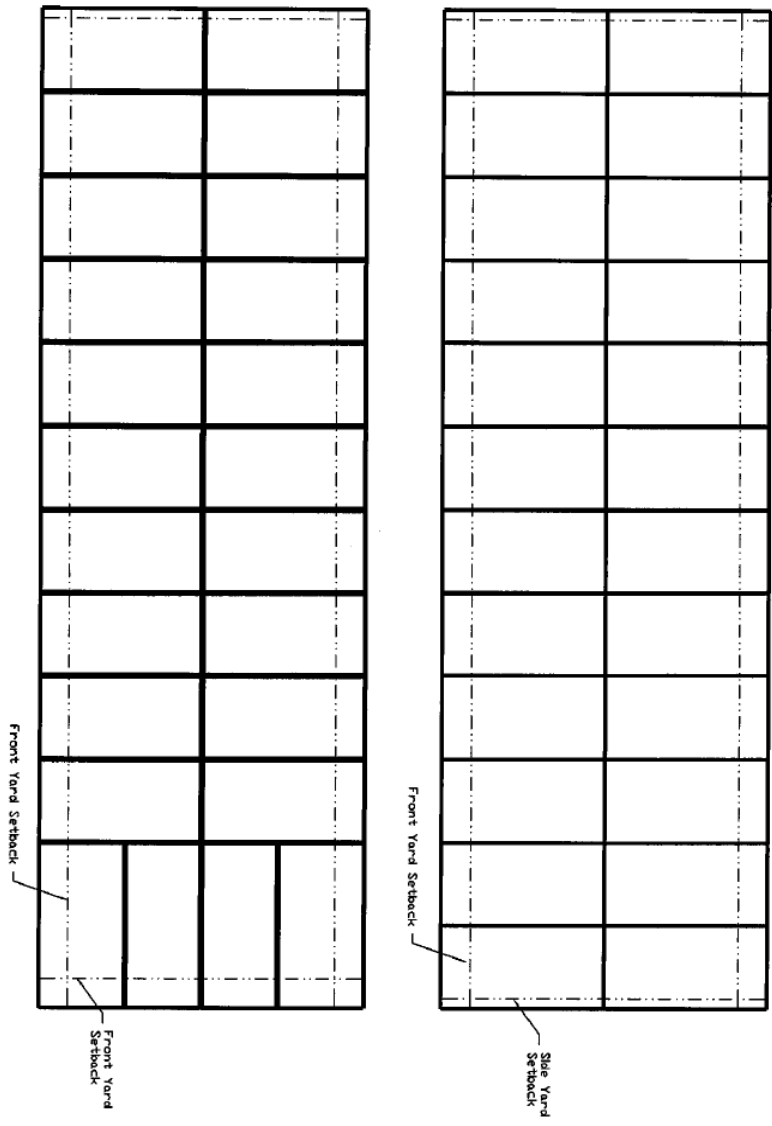
- b. The building design shall generally conform to Conforming TND Examples (depicted in section 5. H below) and shall feature the mandatory architectural features below
- i. Building design shall exhibit articulated wall planes with sufficient wall plane fenestration and ornamentation to avoid a flat, un-articulated visual appearance similar to the examples given.
  - ii. Front entry garages shall be prohibited within fifty-feet (50') from the fronting street right-of-way (interior lots), and within twenty (20') feet for corner lots which is applicable only for a garage entering off the side street.
  - iii. Detached front entry garages for single family detached residences shall be defined as an accessory structure save and except an open breezeway.
    1. Garages shall conform to the building setback requirements specified and with the density and dimensional standards shown on the Density and Dimensional Table.
    2. Breezeways shall (a) be a minimum of four-feet in width not exceeding 12-feet in width measured from eave to eave, (b) have a one-hour fireblock installed at each roof connection, and (c) be constructed with roofing material that has the same roofing classification as the primary structure.
    3. No structures will share a common wall.
  - iv. Building design for single family detached residences shall exhibit a pedestrian scale by the incorporation of front facing porches or verandas for a minimum fifty percent (50%) of all single family dwellings constructed per phase.
    1. All front porches built for single family detached residences shall have a minimum depth of five feet (5').
    2. All front porches built for single family detached residences to have a minimum floor area of no less than forty square feet (40 SF).
- c. The use of cementitious fiber board siding and engineered wood siding (with at least a 20 year warranty), stone and masonry, shall be allowed for residential structures designed with a distinctive and articulated building design that is based on an historic architectural style for residential design.
- i. A "Masonry TND Residence" shall be defined as one constructed with brick or stone masonry that consumes more than twenty-five percent (25%) of each front and side exterior wall surfaces, or a collective series of exterior wall surfaces, composing a front and/or side façade. The rear and remaining facades may be constructed of cementitious fiber board or engineered wood siding with at least a 20-year warranty.
  - ii. A "Siding TND Residence" shall be defined as one constructed entirely with cementitious fiber board or engineered wood siding with at least a 20 year warranty. The use of brick or stone masonry shall not consume more than twenty-five percent (25%) of an exterior wall surface, or a collective series of exterior wall surfaces, composing a front and/or side façade.

- iii. The developer/builder reserves the right to construct either the “Masonry” or “Siding Board” styled residences as shown on the Concept Plan attached as Exhibit B to this Ordinance; no more than 50 percent of SFR-56 lots shall be “Siding TND Residence” for any phase.
  - iv. Dwellings in this category are exempt from the masonry requirement stated in other sections of this Ordinance.
- d. Minimum roof pitch for single family detached structures to be 5:12 for all roof structures covering main (climate controlled) living areas.
  - e. A minimum roof pitch of 3:12 shall be permitted for front yard porches and all garage structures.
  - f. Parking. Each dwelling shall have at a minimum one (1) parking space within the garage, as well as having two (2) parking spaces in the driveway.
  - g. Density and Dimensional Table

Building Type/Use	Minimum Living Area SF per Unit  Minimum Living Area (SF)	Minimum Lot Sizes & Dimensions			Min Yard Setbacks in Feet							Max. Height (Feet)	Max. Bldg. Cov.
		Lot Size (SF)	Width (Feet)	Depth (Feet)	Min Yard Setback - Front for Main Residence	Min Yard Setback - Front for Street Facing Porches	Min Yard Setback - Front for Garage	Min Yard Setback - Internal Rear	Min Yard Setback - Internal Side	Min Yard Setback - Side and Rear on Street w/ equal or less than a 50-foot right-of-way	Min Yard Setback - Side and Rear on Street greater than 50-foot right-of-way	Max. Height (Feet)	Max. Bldg. Cov.
Single Family Detached SFR-56  (Zero-Lot-Line w/ Detached Front Entry Garage in Rear Yard)	1,400	6,500	56	120	15	15 <sup>(1)</sup>	50' for front entry config.  20' for corner lots with a side-entry config.	10' for Main Res.  3' for Detached Garage <sup>(2)</sup>	5  3 for Detached Garage <sup>(2)</sup> <sup>(3)</sup> <sup>(5)</sup>	15 for all bldgs. <sup>(4)</sup>	20 for all bldgs. <sup>(4)</sup>	35 (To top plate)	70%

- (1) All front porches built for single family detached residences to have a minimum depth of five feet (5') and minimum floor area of 40 square feet..
- (2) All detached garage structures shall maintain a minimum six foot (6') separation from the main dwelling and a minimum of 10' from any other vertical structure within the Zoning Area.
- (3) The water's edge of a below-grade pool structure shall be permitted to be constructed within ten feet (10') of any type of rear or side lot line. No pool structures, or any other type of accessory structure, shall be constructed within an existing utility easement.
- (4) The setback will be measured from the edge of street right-of-way.
- (5) There shall be no structure that shares a common wall.

- h. Front and Side Yard setback configurations for block face.



i. Conforming façade examples for Single Family Detached

Masonry TND example





Siding Board example



- j. Non-conforming façade examples for Single Family exist if one or more of the following elements are present:
  - i. Design exhibits a flat appearance with minimal building fenestration and ornamentation
  - ii. Garage serves as 40% or greater of the front facing façade or serves as the forward most front wall plane.
  - iii. Design does not include a covered porches with a minimum depth of five (5) feet and verandas for those dwellings incorporating this design element per Sec. 5.b.iv above.
  - iv. Appearance is of a contemporary design and not in keeping with the TND concepts as shown above in subsection (h), such as lacking a covered front porch, varying roof pitches, or where the garage is attached and/or forward of the front entry.
  - v. Building proportions present and image perceived as being too volumetric and bulky to include attached garages, lacking a covered front porch with a different roof pitch than the main structure, and/or the structure appears as a square or rectangular structure lacking design articulation from the roadway.

NON-CONFORMING

Examples of facades that do not conform to TND requirements.



**6. Zoning Category – SFR-60, Single-family 60-ft Residential Traditional**

- a. General Description. The SFR-60 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings on lots not less than 7,200 square feet.
- b. Underlying Standards. This district will adhere to the SF-7 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 7,200 square feet.
- d. Lot Width. The minimum lot width is 60 feet.
- e. Density. The maximum density is 4.25 residential dwelling units per acre.
- f. Home Size. The minimum home size shall be 2,000 square feet.
- g. Minimum front yard setback.
  - i. 25 feet when mixed in the same block with SFR-70 and/ or SFR-80 or SFRE lots.
  - ii. 20 feet when mixed in the same block with SFR-A and/or SFR-40 or SFR-56 lots.
- h. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 50 percent of the overall front façade. For any garage that constitutes more than 40 percent of the front façade, a decorative wooden garage shall be required.
- i. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- j. Roof pitch. Minimum roof pitch shall be 5:12.

**7. Zoning Category – SFR-70, Single-family 70-ft Residential Traditional**

- a. General Description. The SFR-70 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-10 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.

- c. Lot Size. The minimum lot size is 8,400 square feet.
  - d. Lot Width. The minimum lot width is 70 feet.
  - e. Density. The maximum density is 3.50 residential dwelling units per acre.
  - f. Home Size. The minimum home size shall be 2,200 square feet.
  - g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 50 percent of the overall front façade. For any garage that constitutes more than 40 percent of the front façade, a decorative wooden garage shall be required.
  - h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
  - i. Roof pitch. Minimum roof pitch shall be 5:12.
- 8. Zoning Category – SFR-80, Single-family 80-ft Residential Traditional**
- a. General Description. The SFR-80 single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
  - b. Underlying Standards. This district will adhere to the SF-16 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
  - c. Lot Size. The minimum lot size is 9,600 square feet.
  - d. Lot Width. The minimum lot width is 80 feet.
  - e. Density. The maximum density is 3.25 dwelling units per acre
  - f. Home Size. The minimum home size is 2,500 square feet.
  - g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 40 percent of the overall front façade. Side entry and/or “J” (swing) entry garages shall incorporate no less than 20 percent of the housing type for this product within any given phase of the project.
  - h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
  - i. Roof pitch. Minimum roof pitch shall be 5:12.

**9. Zoning Category – SFRE, Single-family Residential Estate**

- a. General Description. The SFRE single-family dwelling district is established to promote low population densities within integral neighborhood units for single-family detached dwellings.
- b. Underlying Standards. This district will adhere to the SF-16 zoning district as established by the City of Burleson Zoning Ordinance, Section 57, unless specifically altered in this section.
- c. Lot Size. The minimum lot size is 12,000 square feet.
- d. Lot Width. The minimum lot width is 100 feet.
- e. Density. The maximum density is 2.75 dwelling units per acre.
- f. Home Size. The minimum home size is 2,800 square feet.
- g. Garage criteria. The front entrance of the home or a covered porch must be forward of any entry garage door. Any front entry garages may not constitute more than 40 percent of the overall front façade. Side entry and/or “J” (swing) entry garages shall incorporate no less than 20 percent of the housing type for this product within any given phase of the project.
- h. Parking. Each dwelling shall have two (2) parking spaces within the garage, as well as having two (2) parking spaces in the driveway.
- i. Roof pitch. Minimum roof pitch shall be 5:12.

**10. Zoning Category – SFR-AA, 55+ Active-Adult Residential**

- a. Permitted Uses. The following shall be permitted by right:
  - i. Single-family detached dwelling, age restricted to residents 55 years of age and older, per the Federal Housing Law
  - ii. Activity Center (minimum of 2,200 square feet)
  - iii. Community Pool (minimum of 500 square feet)
  - iv. Secondary amenity building (minimum of 600 square feet)
- b. Accessory Uses
  - i. Gazebos
  - ii. Pavilions
  - iii. Tennis and Sport Courts
  - iv. Accessory Buildings

- v. Pond
- vi. Putting Green
- c. Landscape Setback. There shall be a landscape setback with a minimum width of twenty (20) feet from the perimeter property line to a residential structure. Trails shall be permitted within the landscape setback easement.
- d. Building Lines. If the property is platted as a single lot, building lines will be required to be shown on the plat when submitted for approval.
- e. Area Requirements. This zoning category will be a condominium community and individual dwelling units will not be platted into individual residential lots. The site will remain as one lot. Therefore, the reference to setbacks shall be used as building separation from other buildings and from the private street.

Side Yard Setback (Between Buildings)	Front Yard Setback (Front of Building to Back of Curb)	Rear Yard Setback (Between Buildings)
6' Minimum	20' Minimum	20' Minimum

f. Development and Performance Standards

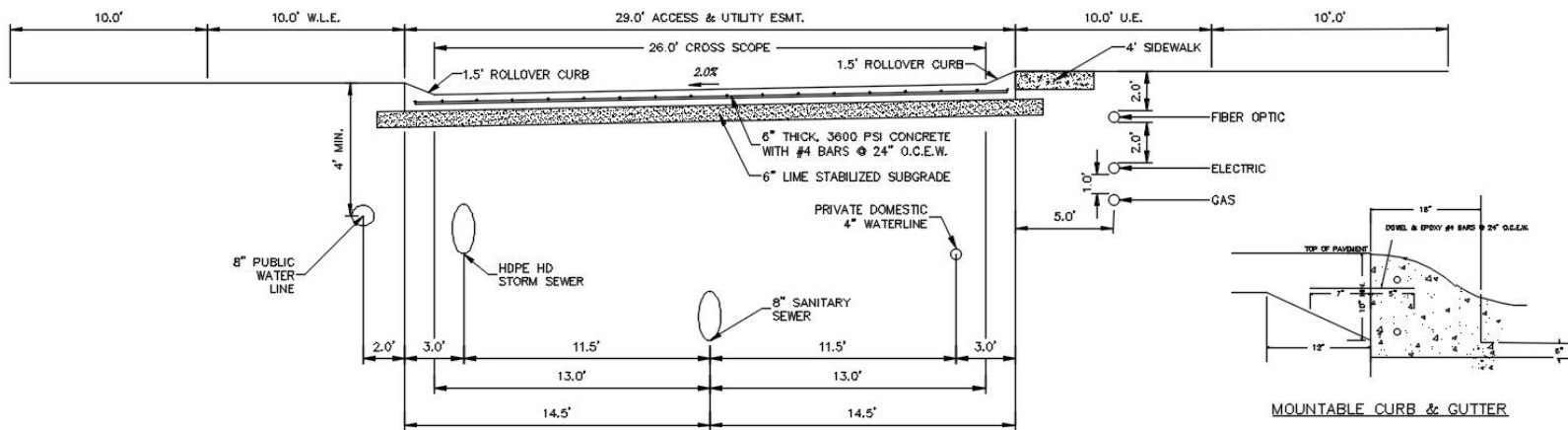
Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Maximum Height	Maximum Lot Coverage (percent of lot area)	Minimum Dwelling Size (square feet)
N/A	N/A	N/A	35' or 2 ½ Stories	65%*	1,100**

\* Lot Coverage based on total building coverage (excluding accessory uses) for the entire site.

\*\* Air-conditioned space.

- g. Residential Density. The residential density shall not exceed 7 units per acre (du/ac). Residential density shall be calculated using the gross land area of the development platted lot.
- h. Building Design
  - i. Residential buildings and the activity center shall be one hundred (100) percent masonry, brick or stone, on the first floor. An exception to that requirement is if the Activity or Secondary Amenity Building use the Craftsman/Farmhouse style in which they may have up to one hundred (100) percent cementitious fiberboard lap-siding.
  - ii. Cementitious fiberboard may constitute up to one hundred (100) percent of the exterior facades of stories other than the first floor.

- i. Trails, Screening and Landscaping
  - i. A landscape plan will be provided with the construction plans for each platted lot.
  - ii. There shall be an ornamental metal fence of at least six (6) feet in height or pre-cast wall of at least six (6) feet in height located around the perimeter of the property.
  - iii. Each front yard shall have one (1) canopy tree with a minimum caliper size of four (4) inches, as measured six (6) inches above grade, from the City’s approved plant list at the time of the adoption of this ordinance.
  - iv. Residential fencing shall consist of ornamental metal or vinyl and have a minimum height of four (4) feet and a maximum height of six (6) feet.
  - v. Residential fencing shall be permitted within the 20’ perimeter landscape buffer.
  
- j. Parking. Each dwelling shall have at a minimum one (1) parking space within the garage, as well as having two (2) parking spaces in the driveway. Off street parking shall be allowed in areas shown on the approved plat.
  
- k. Streets and Access. The proposed streets shall be privately maintained by the Homeowner’s Association of the platted lot. Private streets shall conform to the street section as approved by the construction plans of the platted lot. The private street will adhere to the section included below.



TYPICAL 29’ STREET SECTION

- l. Open Space. Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance.
  
- m. Amenities. The developer shall provide a detailed site plan approved by City Council for each SF-AA 55+ development with a minimum of one (1) primary amenity to be completed prior to the final inspection of the 80<sup>th</sup> SFR-AA 55+ unit

from the permitted uses and one amenity from the accessory uses to be completed prior to the final inspection of every 40<sup>th</sup> unit after the initial 80 units.

**VI. LOT STANDARDS - GENERAL**

1. Lot Distribution. This development is intended to provide a variety of lot and home sizes and types to serve a diverse community. 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 and allowable percentages ranges of various product types. These percentages are based on dwelling units and not land area.

<i>Lot Type</i>	<i>Underlying Standards</i>	<i>Minimum Lot Frontage</i>	<i>Minimum Lot Size</i>	<i>Minimum Home Size</i>	<i>Planned Units</i>	<i>Planned Percentage</i>	<i>Allowable Percentage Range</i>
Townhomes SFR-A	PD Section V-3	25'	2500	1000	175	2.16%	0 – 5%
40' Res. Patio (SFR-40)	PD Section V-4	40'	4000	1200	545	15.00%	0 - 15%
56' Res. Cottage (SFR-56)	PD Section V-5	56'	6500	1400	315	11.51%	0 - 15%
60' Res. Traditional (SFR-60)	PD Section V-6	60'	7200	2000	710	28.73%	0 - 40%
70' Res. Traditional (SFR-70)	PD Section V-7	70'	8400	2200	155	7.32%	0 – 15%
80' Res. Traditional (SFR-80)	PD Section V-8	80'	9600	2500	320	17.26%	10% - No Max
Estate (SFRE)	PD Section V-9	100'	12000	2800	45	3.03%	0% - No Max
55+ Residential (SFR-AA)	PD Section V-10	50	5000	1100	355	9.98%	0 – 10%
MF/Senior Residential (MF)	PD Section XV	N/A	1500	n/a	595	5.02%	0 – 10%

- a. The categories of SFR-40, SFR-56 and SFR-60 comprise the predominant use of the mixed residential lot types. The total of these categories may not exceed 60%.
  - b. The MF district shall incorporate senior living components of at least 25% of the category.
2. 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.

**VII. ARCHITECTURAL STANDARDS**

1. Masonry standards. Pursuant to the Development Agreement, the City Council of the City of Burleson and parties to the Development Agreement designated the district as an area of architectural importance and significance for the purposes of Chapter 3000 of the Texas Government Code (the “Code”). In accordance with the Agreement and pursuant to Section 3000.002(d) of the Code, the district is subject to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of June 7, 2021, 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 in the district, including but not limited to Article XVI (Masonry Construction Standards) of Chapter 10 (Buildings and Building Regulations) of the City of Burleson Code of Ordinances, 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. Additionally, in accordance with the Agreement and pursuant to Section 3000.002(d) of the Code, the district is subject 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 model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.
2. Unless otherwise provided in this Ordinance, the Development shall adhere the City’s zoning ordinances to establish uses and design standards for any lot categories that have been identified and are in effect at the time the Planned Development ordinance is initially approved.
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. For homes on corner lots or where there is a direct line of sight to full side of home, the minimum design features must be at least six (6) of the following. Elevation and design standards specifically stated under the specific zoning type shall be adhered to over these standards.
  - a. Carriage style garage door
  - b. Garage door not facing the street
  - c. Bay window, must project no more than 18” in the front or rear yard, and no more than 12” in the side yard.
  - d. Eyebrow or arched front windows
  - e. Cast stone accents on the front elevation, minimum of 3% of front elevation
  - f. Covered front porches of a minimum of 50 square feet
  - g. Front porch railings of either wood or wrought iron



- h. Front door with at least 20% area covered with decorative glass or wrought iron
  - i. Cupolas or turrets
  - j. Dormers
  - k. Gable
  - l. Decorative attic or gables feature, minimum 2 square feet
  - m. Two or more offsets in the front façade of at least 24” depth
  - n. Metal roof accents
  - o. Recessed entry, a minimum of three (3’) deep
  - p. Variable roof pitch equal to or greater than 8:12
  - q. Exterior shutters on at least 75% of the windows on the front façade
  - r. Masonry arches
  - s. 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. These standards may alternatively be incorporated into the homeowners’ association documents which shall be filed as a part of the deed.

### **VIII. OPEN SPACE/PARKS**

1. An overall plan with a description and distance of each open space and parks improvement is included as an exhibit to this ordinance.
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 at the time of the Development Agreement, 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 of parkland which has been established in the Agreement as a satisfaction of the parkland dedication requirement.
  - a. Dedication of property by the Developer shall satisfy any contribution typically required by the builder of homes in the community or otherwise incurred at the time of final plat. The park dedication in this section shall fully satisfy the park dedication requirement.
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).
  - a. The establishment of a Public Improvement District will replace improvement fee requirement typically required by the builder of homes in the community or otherwise incurred at the time of final plat. The park infrastructure fee in this section shall fully satisfy the park infrastructure fee requirement.
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. All amenities and trails for each platted area shall be installed and accepted by the City prior to the final inspection approval for any residence in that phase.
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 in the Development Agreement shows conceptual locations of 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.
  - a. The community park shall be a minimum of 10 acres and shall generally conform to the Community Park concept included as an exhibit.
  - b. Neighborhood Parks shall generally conform to the Neighborhood Park concept included as an exhibit.
  - c. Parks shall generally be constructed in accordance with the following:
    - (i) Community Park shall be constructed with the first phase of residential development and with a design that follows the description in these standards.
    - (ii) Community Park shall include the Community Building that follows the description in these standards. The Community Building shall be a minimum of 2,400 square feet in size.

- (iii) 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.
- (iv) With each development plan, a summary of parkland dedication per phase and a cumulative total of prior parkland dedication must be provided.
- (v) All parks to be managed and maintained by an association management company with funding participation by the PID unless expressly agreed to otherwise by the City. At the expiration of the current PID assessment, or when otherwise agreed to by City Council, maintenance responsibility will be established for the parks (i.e. a new PID assessment, HOA dues, City funds, or alternative solution).
- (vi) 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 prior to or concurrent with the construction plans for the surrounding infrastructure in that phase and shall be approved by City Council. 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.

<b>Park Amenities</b>	<b>Community Park</b>	<b>Neighborhood Park</b>
Minimum acreage	10	3
Off Street Parking	R	O
Playground (min 1000 square feet)	R	R
Restroom	R	O
ADA Accessibility	R	R
<b>Site Furnishings</b>		
Benches (3 per acre)	R	R
Picnic Tables (2 per acre)	R	R
Trash Receptacles (2 per acre)	R	R
Pet Waste Stations (1 per 1,000-ft of trail)	R	R
Landscape Improvements (Irrigated)	R	R
Signage (to be approved by Parks)	R	R
Drinking Fountains (1 for every 5 benches)	R	R
Trails/Pathways	R	R

Shade over play features (min. 2 per playground)	R	R
Bike Racks (2 per Community/Neighborhood Park)	R	R
BBQ Pits (1 for every 4 picnic tables)	R	O
Lighting	R	R
<b>Optional Amenities</b>		
<b>Primary</b>		
Outdoor fitness equipment (min. 3 stations)	O	O
Sports Courts (min.3 for Community Park)	O	O
Sports Fields (min. 2 for Community Park)	O	O
Ponds	O	O
Skate Park (min. 3,000 square feet)	O	O
Dog Park (min 15,000 square feet)	O	O
Splash Pad (min 1,500 square feet)	O	O
Fishing pier	O	O
Musical Play Features (min. 2 stations)	O	O
<b>Secondary</b>		
Natural Area (min. 25,000 square feet)	O	O
Gardens (min. 1,000 square feet)	O	O
Public Access/Fencing	O	O
Shade Structures (other than over playground) (1 for every 5 picnic tables)	O	O
Shelters (min. 4 shelters)	O	O

R = Required | O = Optional

- 1) The Community Park shall have at least 5 of the primary optional amenities and 3 of the secondary optional amenities listed above.
  - 2) Neighborhood parks shall have at least 2 of the primary optional amenities and 2 of the secondary optional amenities listed above.
  - 3) Two of the neighborhood parks may have a reduction in the number of amenities in favor of high quality passive park space.
- d. The Equestrian Center will be added to the development as an amenity for horse owners, enthusiasts and hobby riders. The Equestrian Center and associated improvements are intended to be private and maintained by the HOA. It is comprised of two separate buildings:
- (i) Horse Facility - The existing horse facility is located at the eastern property shown on PD attachment (d) 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.

(ii) 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.

**IX. 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. All landscaped areas to be irrigated with a quick connect within 50 feet of every ornamental bed.
3. Street trees will be utilized primarily as an addition to the median but may be located within the parkway upon approval by the City. 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. Street trees shall be consistent throughout these areas of the development and selected from the list below. Street trees located within the parkway shall be ornamental trees selected from the “Small Trees” list below and spaced not to exceed 20 feet on center. Trees located outside of the parkway shall be selected from either the “Medium Trees” or “Large Trees” list below and spaced not to exceed 50 feet on center. All street trees shall be a minimum of three (3) caliper inches at the time of planting.

<b>Small Trees</b>	<b>Medium Trees</b>	<b>Large Trees</b>
Redbud	Bald Cypress	Chinkapin Oak
Eastern Red Cedar	Chinese Pistachio	Bur Oak
Mexican Plum	Desert Willow	Red Oak
Holly		Cedar Elm

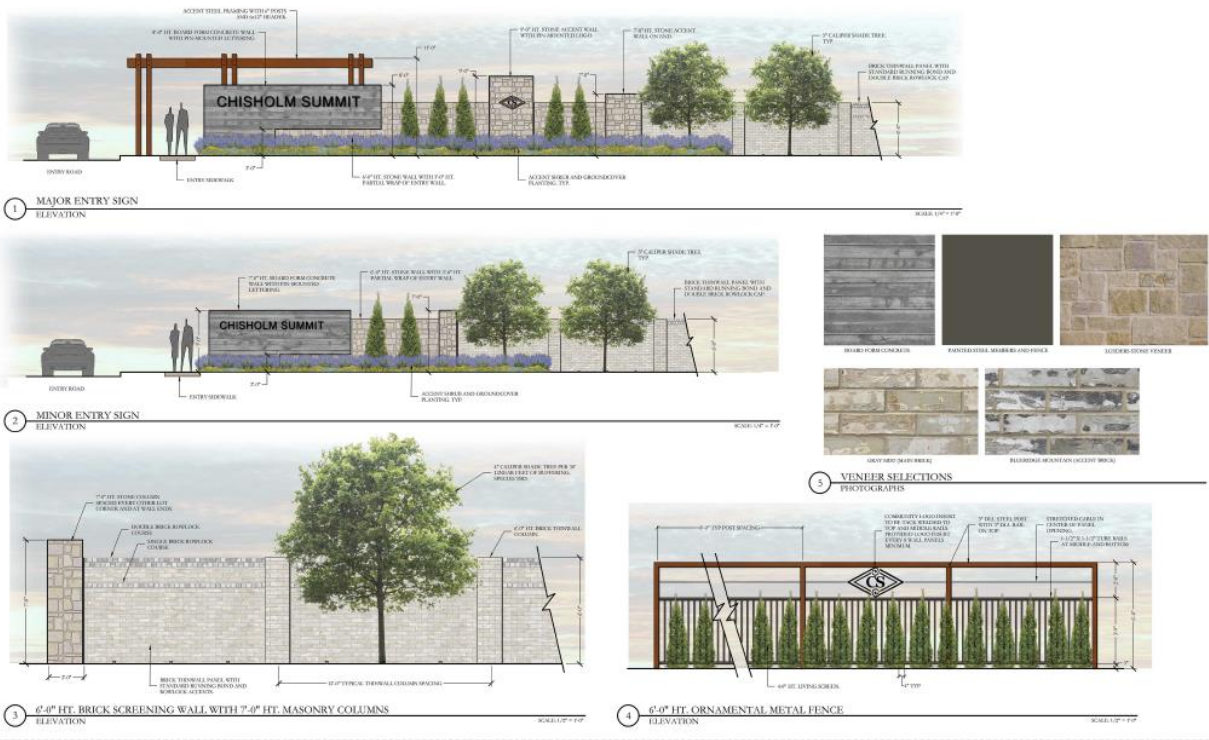
4. Landscaping will be required where ornamental metal fence is present adjacent to a major collector, minor arterial or major arterial. Landscaping along roadway-adjacent ornamental fencing shall be placed such that it provides opaque screening for the adjacent homes. This landscaping will be designed 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.

**X. 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:
  - a. 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) shall be screened primarily with a six-foot ornamental metal fence (including a minimum four-foot wrought iron element) with Chisholm Summit branding and landscape screening (shown as Image 4 below). A six-foot masonry wall with seven-foot masonry columns may be used in areas where additional screening may be necessary (shown as Image 3 below). 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 and approved with the roadway plans



CHISHOLM SUMMIT / CONCEPTUAL SCREENING AND BUFFERING

City of Burleson, Texas

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for the adjacent roadway. A detailed wall and fencing plan shall be required with the final plat submittal. A visibility analysis based on future roadway sections shall determine if additional visibility triangles or right-of-way is required.

- b. Fencing for the Townhomes will follow the regulations given in the SFR-A residential category established by this Ordinance. Fencing for the 55+ Residential community will follow the regulations given in the SFR-AA residential category.
- c. Where fencing is installed abutting open space areas, the fencing must be ornamental metal fence of at least six (6) feet.
- d. Where fencing is installed for the Community Building, the fencing must be ornamental metal fence of at least (6) feet.
- e. Fencing located on typical rear yards or between residential lots shall meet the City's fencing and screening ordinance.
- f. Any transitional fencing must meet City's fencing and screening ordinance.
- g. Fencing of land abutting major roadways (except as defined above in subsection X.1a) that is part of a future phase for the Chisholm Summit development may be pipe rail fence with linseed oil treatment similar to that shown near the Chisholm Summit Equestrian Center as attached in this ordinance.
- h. Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
- i. Fencing and screening shall be installed prior to final inspection approval for a dwelling unit abutting any space; or on the lot where said fencing and/or screening is required by this ordinance.
- j. Properties adjacent to Lakewood Dr or anywhere abutting pipe rail fencing shall not be allowed a fence that exceeds six feet in height, this provisions includes side yard fences that meet perpendicular to any pipe rail fencing. In all cases no fence shall be erected directly parallel (up to 15 feet parallel from existing fence) to any existing wall or fence.

## **XI. STREET LAYOUT**

- 1. All other roadways shall be designed in accordance with the Master Thoroughfare Plan as approved at the time of adoption of this Ordinance.

2. In lieu of curvilinear requirements, the street design shall incorporate traffic calming methods to reduce speeds throughout the development. The following are examples of methods of traffic calming that may be considered in lieu of curvilinear requirements.
  1. Integrated traffic calming methods, such as traffic circles, chicanes, bump outs with landscaping or other methods
  2. Neotraditional development with narrow streets, street trees, reduced front yard setbacks
  3. Cul de sacs
  4. Short block lengths
  5. Curvilinear methods, if necessary
  6. Table top speed breaker at designated cross walks approved by the City

## **XII. TRAILS**

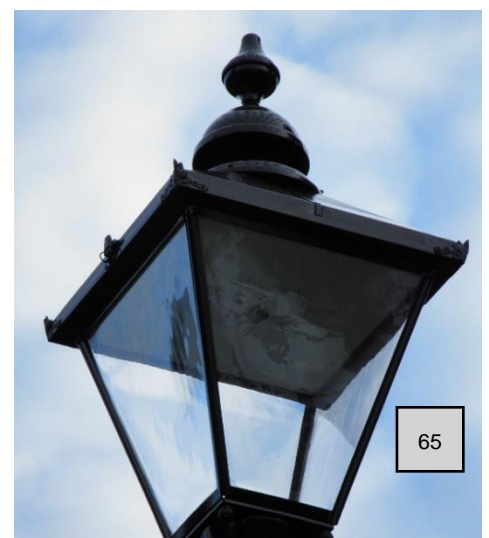
1. Primary trail locations are shown on the exhibit. The trail locations shall generally conform to the trail park location concept. Primary trails shall be 10 feet wide and constructed to City design standards. Trails will be lighted; lighting fixtures shall be placed 75 to 100 feet apart depending on the placement of trees and the curve of the path. Additional lighting will be required in a tunnel or at overpasses, at trailheads, bridge entrances and exits, natural public gathering places, along streets, at crosswalks, where the path crosses another path or sidewalk, and on signage. 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. Crossing warning signage (lit) and bollards at road/drive intersections will be installed where required by City standards.
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:
  - a. 6-foot trail comprised of two 3-foot tread areas
  - b. 4-foot trail comprised of two 2-foot tread areas
  - c. Material of native soil with no road base plus wood chip in low drainage areas
  - d. Material of native soil with mixed-in crushed rock aggregate where needed



- e. Avoid hardened and smooth trail surfaces such as concrete, soil cement, asphalt, and non-permeable soil stabilizers.
4. Trail park nodes. The trail park nodes shall generally conform to the trail park nodes concept on PD attachment (d). 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.
  - a. Bocce Ball
  - b. Bag Toss
  - c. Horseshoes
  - d. Shuffleboard
  - e. Chess/Checkers Tables
  - f. Fitness Stations
  - g. Art Installments
  - h. Science/Engineering Installments
5. Trails shall be coordinated with the most recent adopted bike and trail plan.
6. Trails as generally shown on PD attachment (d); Parks, Trails, and Open Space, and in accordance with approved Final Plats must be completed and accepted by the City for each platted area prior to the issuance of a certificate of occupancy for any residence in that phase.

### **XIII. LIGHTING**

1. Exterior lighting shall be of a style and character which is in harmony with the character of the community's overall western theme. Lighting standards in parking areas shall not exceed twenty (20) feet in height. Luminaries shall have shielded light sources to prevent glare. Pedestrian walkways shall be illuminated by light bollards or other low level lighting standards with shielded light sources. All outdoor lighting shall be designed for safety, convenience and security while minimizing sky glow, an adverse effect from illumination upon the size, enjoyment and value of nearby property and upon the appearance of the community. Examples of acceptable lighting fixtures (conceptual) are prescribed below. Lighting fixture of equivalent theme and quality may be approved by the Director of Development Services.





2. Decorative street light equipment shall have a black powder-coat finish and must be raised at least nine-inches above finished grade on a concrete pedestal.
3. A lighting plan will be submitted for approval by City staff with the construction plans of each phase and will include an example of the lighting type to ensure consistency with prior phases and adherence to the overall theme. The maximum spacing of street lights shall be 200 feet, except when needed to ensure that lights are placed at lot lines or not to interfere with geographical concerns or driveways (deviations of the 200 feet requirement must be approved by the Public Works Director or their designee). All cul-de-sacs and stub-end streets exceeding 130 feet in length, measured from the street light location at the intersection to the right-of-way line at the end of the cul-de-sac or street, shall have a decorative street light within the bulb, or in the case of a stub-end street, at the end of street barricade. Pedestrian crosswalks and intersections shall have at least one decorative street light. Four way intersections shall have two lights and shall be annotated on the lighting plan.

**XIV. SIGNS**

1. Community signs will be utilized as a method of both wayfinding and branding throughout the development. Sign locations will be shown on the construction plans for each phase.
2. Entry signage for the main entry points in the Chisholm Summit development must be generally provided in the character illustrated on the exhibits.
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. Any signage will be considered by separate permit and adhering to applicable ordinances. Signage should fit into the character of the community and should follow MUTCD guidelines.
4. Entry and wayfinding signage will resemble each other in such a way to identify both with the Chisholm Summit development.

**XV. MULTI-FAMILY/SENIOR LIVING**

1. Per the approved concept plan in the Chapter 380 Development Agreement, Multifamily development is not proposed in Development Area “A” or Development Area “B” and is not allowed unless specific action is taken by the City Council to modify the concept plan and this Planned Development ordinance is amended.
2. Architectural features shall reflect the theme of the development. The MF, multiple dwelling district shall be established to provide adequate space and site diversification for multiple-family apartments and condominium developments where the maximum density does not exceed 24 dwelling units per acre.
3. Standards for this district will be established with the Planned Development addendum or amendment as this phase is developed. Generally, the district is intended to be a mixture of high-density dwelling units that meet the requirements of the Development Agreement.
4. 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.
5. The public trail in this area should be sufficiently connected to the buildings and with a design that is conducive to the senior population.

**XVI. COMMERCIAL ELEMENTS**

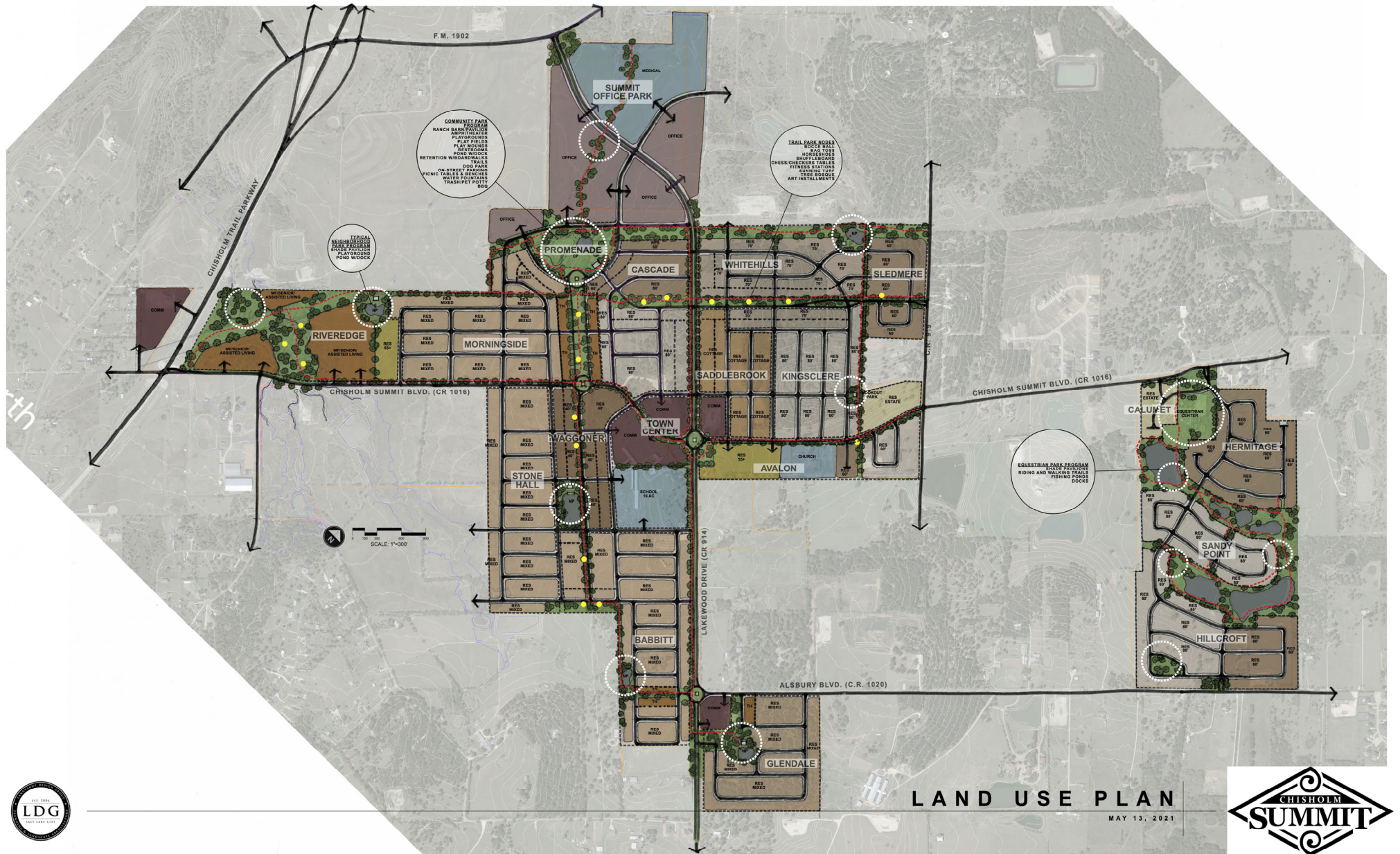
1. The Preliminary Concept Plan envisions a centrally-located commercial node that would be a focal point for the Chisholm Summit community, connected in a way that allows for pedestrian and vehicular movement to and from the commercial and retail operations, and has a unique sense of place that complements the community.
2. 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.
3. Developer will evaluate a form-based code for inclusion in the Planned Development ordinance to place a focus on the building design.

**XVII. COMMUNITY BUILDING(S)**

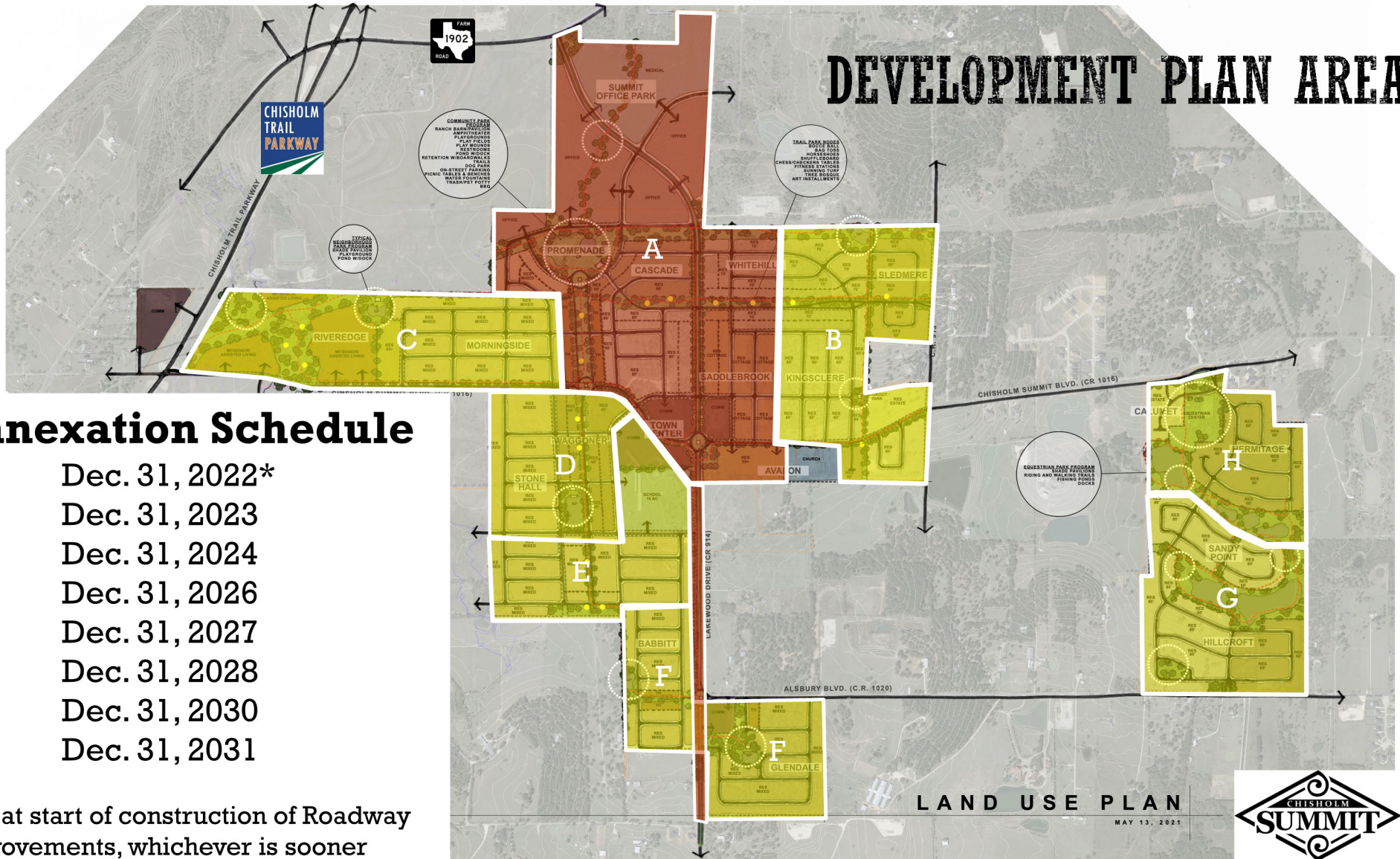
1. A main Community Building will be located in the Community Park. Refer to PD attachment (e) of the Agreement for additional information and a general depiction of the conceptual layout and design. This Community Building will include at a minimum:
  - a. Party rooms for HOA-member use
  - b. Covered patio
  - c. Fire pits
  - d. Outdoor kitchen
  - e. Restrooms
  - f. HOA office
  - g. Pedestrian connections to Community Park amenities
  - h. Dedicated parking for building use
  - i. Strand light plaza
2. The building space will be privately-owned and maintained by the HOA unless otherwise agreed by City. A separate water and power meter not attached to the park will be required for the building.
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.

**XVIII. ATTACHMENT DESCRIPTIONS**

1. The standards of this Ordinance have been further illustrated by attachments described and referenced in the above sections. The attachments are incorporated into this Ordinance by reference for all purposes. The attachments to these development standards are as follows:
  - a. Preliminary Concept Plan (PD attachment “a”)
  - b. Development Sections (PD attachment “b”)
  - c. Theme Imagery (PD attachment “c” - 2 pages)
  - d. Parks, Trails and Open Space (PD attachment “d”)
  - e. Community Park Concept Design (PD attachment “e” - 3 pages)
  - f. Neighborhood Park Concept Design (PD attachment “e”)
  - g. Fencing and Landscaping Design (PD attachment “g” - 2 pages)



# DEVELOPMENT PLAN AREAS



## Annexation Schedule

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

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



# WESTERN

RUSTIC  
GROWTH  
HORSES  
FOLK  
GATEWAY  
PROGRESS

# ACTIVE

TRAILS  
OUTDOORS  
PURPOSE  
MOVEMENT  
NATURE

# FAMILY

TOGETHER  
COMMUNITY  
NEIGHBORS  
GENERATIONAL  
CARE

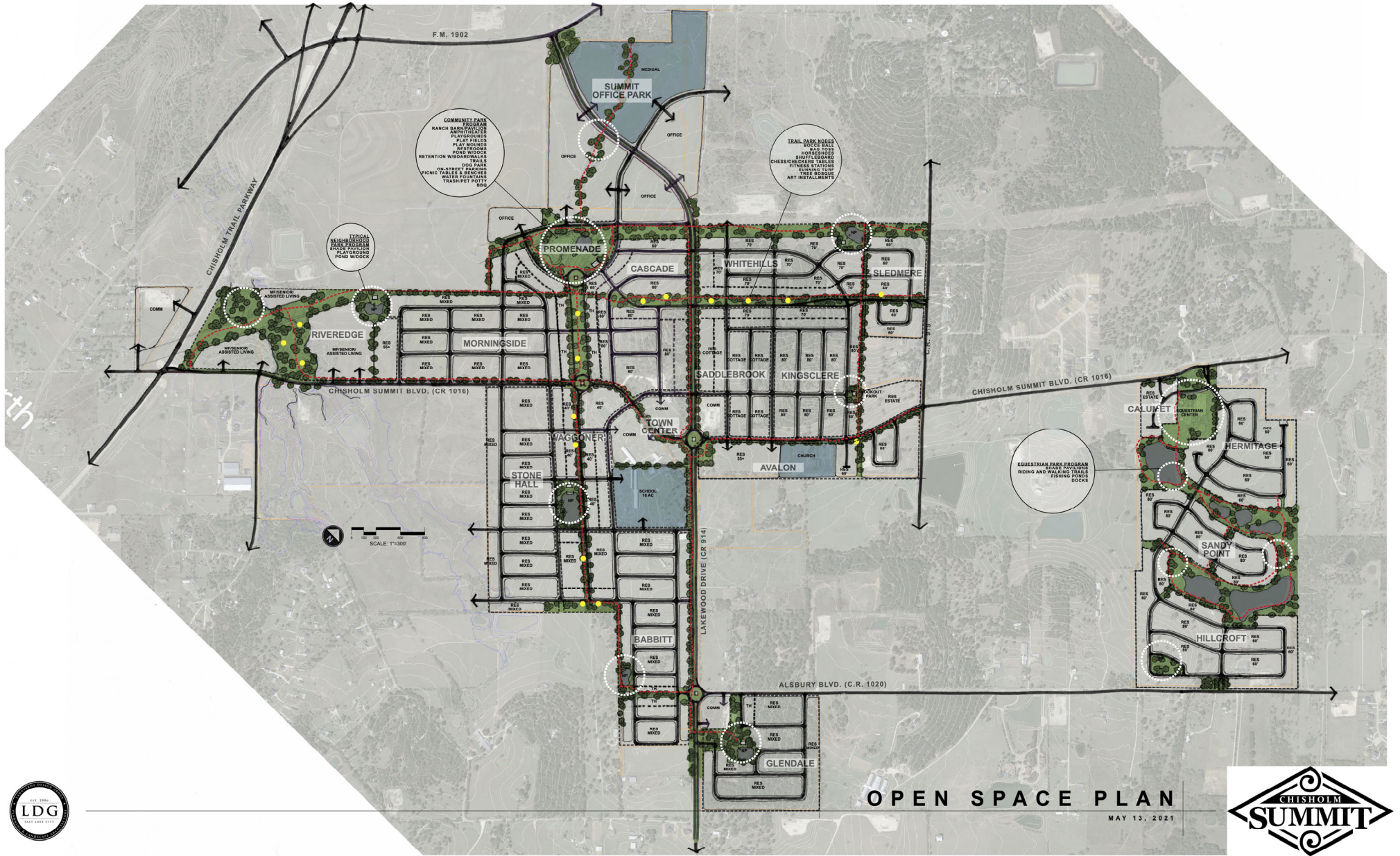


CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)







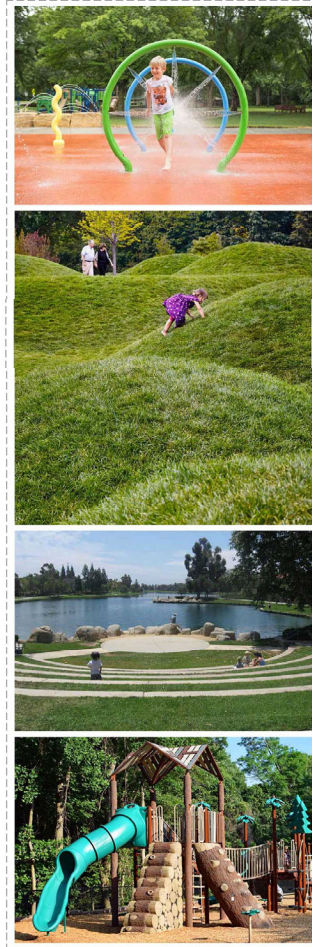


OPEN SPACE PLAN

MAY 13, 2021



- CALLOUTS LEGEND:**
- ⊙ BARN PAVILION
  - ⊙ RESTROOM BUILDING
  - ⊙ SPLASH PAD
  - ⊙ COMMUNITY BUILDING
  - ⊙ TURF PLAY HILLS
  - ⊙ PLAYGROUND FACILITY
  - ⊙ EVENT LAWN AND FIRE PIT AREA
  - ⊙ POND DOCK
  - ⊙ AMPHITHEATER STAGE
  - BENCH AND/OR TRASH RECEPTACLE
  - 🌳 3" CALIPER SHADE TREE; SPECIES TBD
  - 🌸 2" CALIPER ORNAMENTAL TREE; SPECIES TBD
  - 🌿 FEATURE LANDSCAPE BED TO INCLUDE NATIVE GRASSES AND SHRUBS. FEATURE LANDSCAPE BEDS MAY INCLUDE RIVER ROCK AND BOULDER MASSIS.



CHISHOLM SUMMIT / AMENITY CENTER CONCEPT PLAN

City of Burleson, Texas

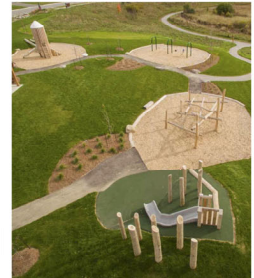
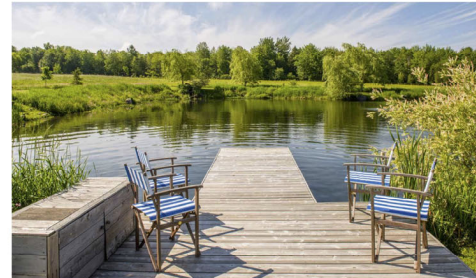
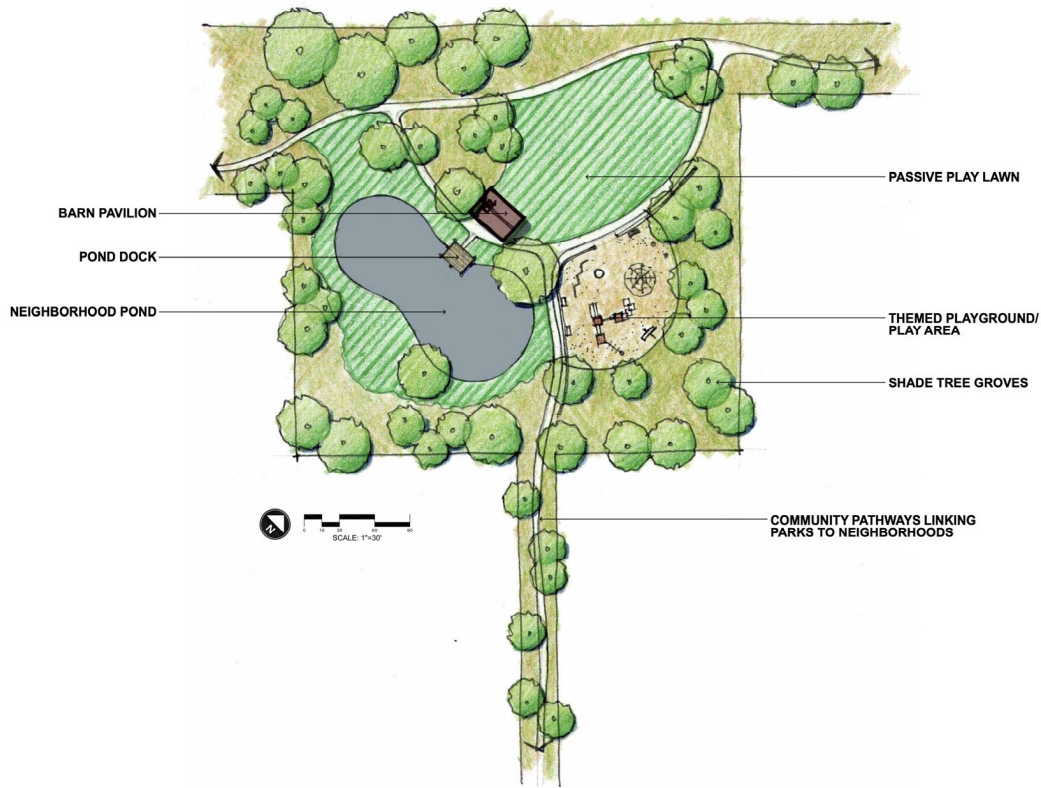


SHEET 4 OF 4  
Owner Submittal 1-27-2022





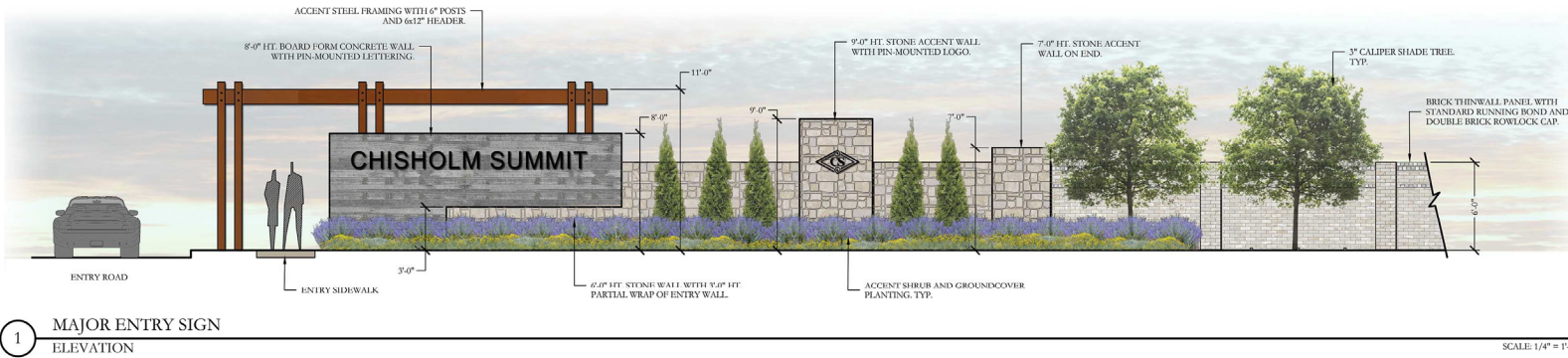




TYPICAL NEIGHBORHOOD PARK PLAN

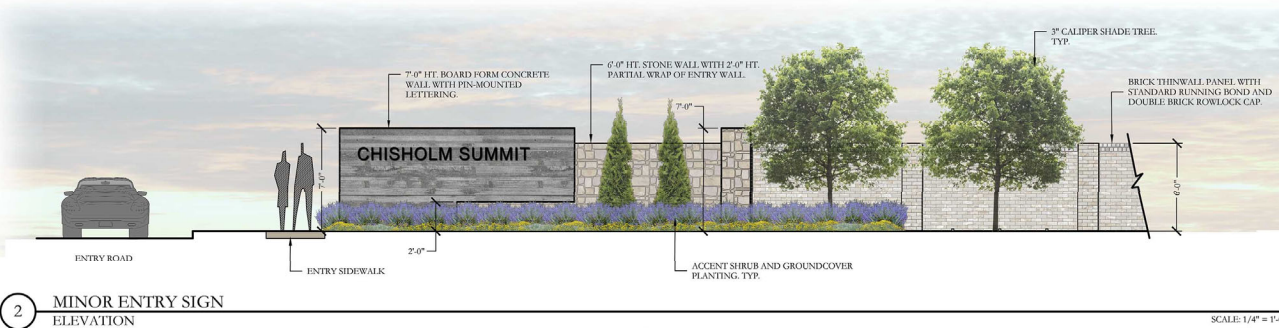
MAY 13, 2021





1 MAJOR ENTRY SIGN ELEVATION

SCALE: 1/4" = 1'-0"

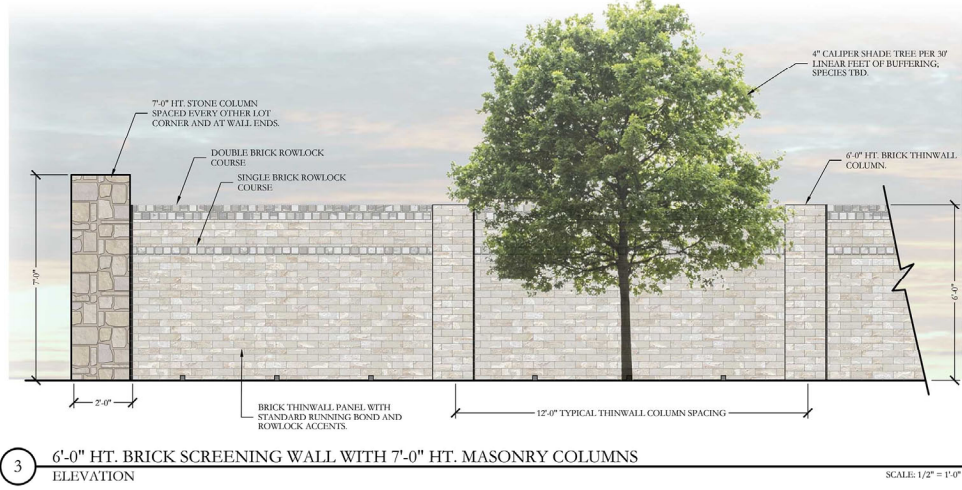


2 MINOR ENTRY SIGN ELEVATION

SCALE: 1/4" = 1'-0"

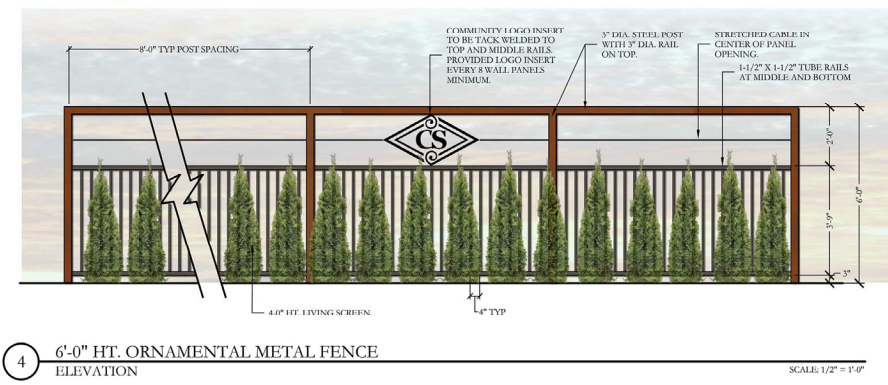


5 VENEER SELECTIONS PHOTOGRAPHS



3 6'-0" HT. BRICK SCREENING WALL, WITH 7'-0" HT. MASONRY COLUMNS ELEVATION

SCALE: 1/2" = 1'-0"



4 6'-0" HT. ORNAMENTAL METAL FENCE ELEVATION

SCALE: 1/2" = 1'-0"

CHISHOLM SUMMIT / CONCEPTUAL SCREENING AND BUFFERING

City of Burleson, Texas





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1. RECITALS AND EXHIBITS**

1.1 **Recitals.** The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent 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.

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

“Public Improvements” means the Roadway Improvements, Sewer Improvements, and Parkland Improvements.

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

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

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

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

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

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

#### **ARTICLE 4.** **TERM**

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

#### **ARTICLE 5.** **DEVELOPMENT OF THE PROPERTY**

### 5.1 **Private Improvements.**

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

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

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

### 5.3 **Preliminary Concept Plan.**

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

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

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



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

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

- (i) Include no less than 90 acres of parkland;
- (ii) Maintain lot mix within allowable percentage ranges referenced in the Development Standards; and
- (iii) Maintain the roadway alignments.

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

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

- (i) the City Council may relieve Developer from strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception:
  - (1) is not contrary to the public interest;
  - (2) does not cause injury to adjacent property;
  - (3) does not materially adversely affect the quality of development; and
  - (4) is not inconsistent with the Preliminary Concept Plan or the Final Concept Plan; or
- (ii) Developer and the City may amend this Agreement to revise the Development Standards.

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

5.6 **Homeowner's Association Required.**

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

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

(c) The Homeowner's Association shall have covenants and bylaws, which must be 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 to 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:

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

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

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

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

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

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

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

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

### 7.6 **Roadway Improvement Construction Schedule.**

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

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

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

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

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

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

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

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

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

## **ARTICLE 8. SEWER IMPROVEMENTS**

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

### 8.2 **Design of Sewer Improvements.**

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

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

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

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

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

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

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

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

- (i) 30% of Completion of Design of Sewer Improvements (which shall include the conceptual design referenced in Section 8.2(a) of this Agreement) – City shall have fourteen (14) calendar days to review and determine approval.
- (ii) 60% of Completion of Design of Sewer Improvements – City shall have thirty (30) calendar days to review and determine approval.
- (iii) 90% of Completion of Design of Sewer Improvements – City shall have twenty-one (21) calendar days to review and determine approval.
- (iv) Final Design/100% of Completion of Sewer Improvements – City shall have seven (7) calendar days to review and determine approval.

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

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

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

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

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

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

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

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

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

- (i) Phase One – Panchasarp Farms to County Road 914A,
- (ii) Phase Two – County Road 1016 to FM 1902, including the lift station near FM 1902 and the force main from the lift station to CR 1016, and
- (iii) Phase Three – County Road 1020 to County Road 1016, including the force main from CR 1016 to CR 914A.

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

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

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



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

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

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

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

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

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

## **ARTICLE 9. PARKLAND IMPROVEMENTS**

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

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

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

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

**ARTICLE 10.  
PUBLIC IMPROVEMENT DISTRICT**

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

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

**ARTICLE 11.  
DEDICATION FOR PUBLIC SAFETY**

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

**ARTICLE 12.  
DEFAULT AND REMEDIES**

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

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

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

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

### **ARTICLE 13.** **DEBT ISSUANCE**

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

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

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

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

**ARTICLE 15.**  
**AUTHORITY; COMPLIANCE WITH LAW**

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

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

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

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

**ARTICLE 16.**  
**RIGHT OF OFFSET**

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

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

**ARTICLE 17.**  
**VENUE AND GOVERNING LAW**

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

**ARTICLE 18.**  
**FORCE MAJEURE**

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

**ARTICLE 19.**  
**GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

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

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

**ARTICLE 20.**  
**ASSIGNMENT**

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

**ARTICLE 21.**  
**INDEMNIFICATION**

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

**ARTICLE 22.**  
**NO JOINT VENTURE**

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

**ARTICLE 23.**  
**RECORDATION AND APPLICABILITY TO PROPERTY**

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

**ARTICLE 24.**  
**CHANGES IN STATE OR FEDERAL LAWS**

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

**ARTICLE 25.**  
**ADDITIONAL DOCUMENTS AND ACTS**

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

**ARTICLE 26.**  
**INTERPRETATION**

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

**ARTICLE 27.**  
**AUTHORITY TO EXECUTE**

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

**ARTICLE 28.**  
**TAKINGS IMPACT ASSESSMENT**

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

**ARTICLE 29.**  
**DETERMINATION OF ROUGH PROPORTIONALITY**

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

**ARTICLE 30.**  
**PRIOR DEVELOPMENT AGREEMENTS**

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

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



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

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

### **ARTICLE 31. MISCELLANEOUS MATTERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**CURRENT OWNERS:**

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

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

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

Rocky Bransom et ux Angela

236 E. Ellison St.  
Burleson, TX 76028

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

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

Janice Yvonne Jackson  
1517 CR 914  
Burleson, TX 76028

The Jackson Family Trust  
1517 CR 914  
Burleson, TX 76028

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

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

[Signature pages to follow]

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

**CITY OF BURLESON**

By: [Signature]  
Bryan Langley, City Manager

Date: 6/9/21

STATE OF TEXAS  
COUNTY OF JOHNSON

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

[Notary Seal]

[Signature: Karen E. Goodman]  
Notary Public, State of Texas



**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By: *[Signature]*

Name: Dan McClendon  
Title: Board President

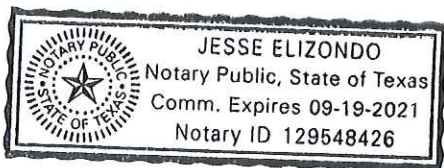
Date: June 9, 2021

STATE OF TEXAS  
COUNTY OF Johnson/Tarrant

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

[Notary Seal]

*[Signature]* / JESSE ELIZONDO  
Notary Public, State of Texas



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

By: Bransom Management, LLC  
Its general partner

By: *[Signature]*  
Rocky Bransom, its Member

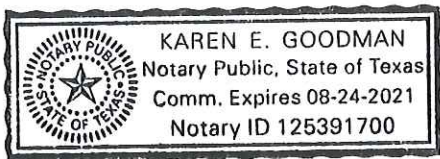
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

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

[Notary Seal]

*Karen E. Goodman*  
Notary Public, State of Texas



**BURLESON DEVELOPMENT, INC.**  
a Texas corporation

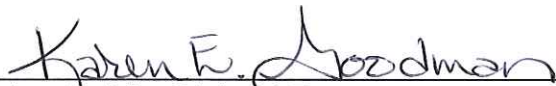
By:   
Rocky Bransom  
its President and Director

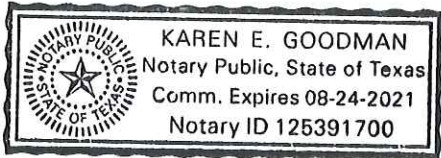
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

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

[Notary Seal]

  
Notary Public, State of Texas



**B & G South Metro, LP  
a Texas limited partnership**

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

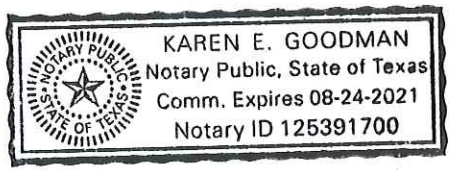
By:   
Rocky Bransom, its Member

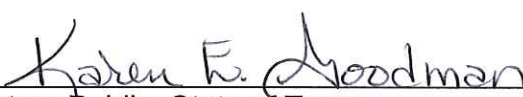
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

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

[Notary Seal]



  
Notary Public, State of Texas



**ROCKY BRANSOM**

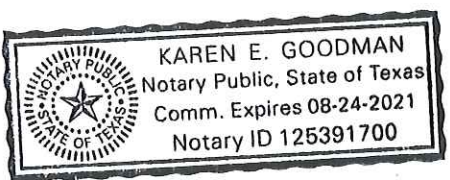
By:   
Rocky Bransom

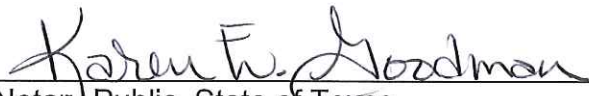
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson


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

[Notary Seal]



  
Notary Public, State of Texas

**et ux ANGELA**

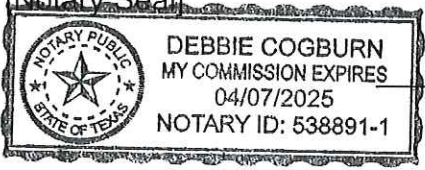
By:   
Angela Bransom

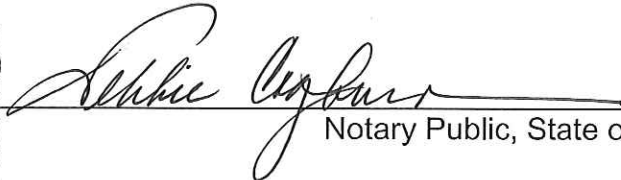
Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

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

[Notary Seal]



  
Notary Public, State of Texas

**ROCKY and ANGELA BRANSOM**

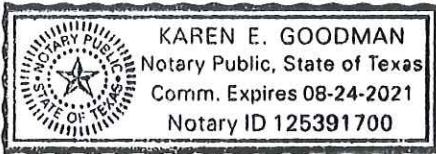
By:   
Rocky Bransom


Date: 6-9-21

STATE OF TEXAS  
COUNTY OF Johnson

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

[Notary Seal]



  
Notary Public, State of Texas

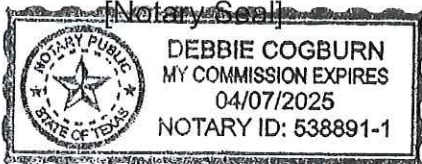
By:   
Angela Bransom


Date: 6-9-21

STATE OF TEXAS  
COUNTY OF JOHNSON

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

[Notary Seal]



  
Notary Public, State of Texas

**Alta Burl, LP**  
a Texas limited partnership

By: Eyesight Ventures, LLC  
Its general partner

By: David C. Shanks  
David C. Shanks, its Manager

Date: 6/10/2021

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

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



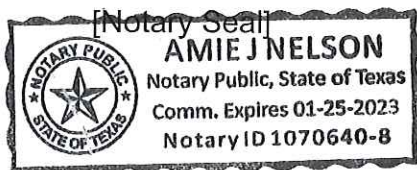
Sharon Long  
Notary Public, State of ~~Texas~~ ALASKA

JANICE YVONNE JACKSON

By: *Janice Yvonne Jackson*  
Janice Yvonne Jackson  
Date: 6-10-2021

STATE OF TEXAS  
COUNTY OF Johnson

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



*Amie J Nelson*  
Notary Public, State of Texas

JACKSON FAMILY TRUST

By: *Janice Yvonne Jackson* <sup>TTE</sup>  
Janice Yvonne Jackson, a Trustee  
Date: 6-10-2021

STATE OF TEXAS  
COUNTY OF Johnson

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

[Notary Seal]

*Amie J Nelson*  
Notary Public, State of Texas

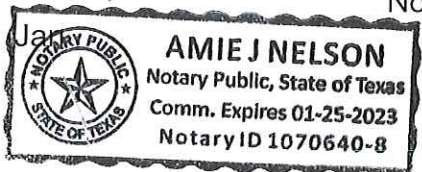


Exhibit A  
Chisholm Summit Real Estate Location Map

# EXHIBIT A CHISHOLM SUMMIT LOCATION MAP

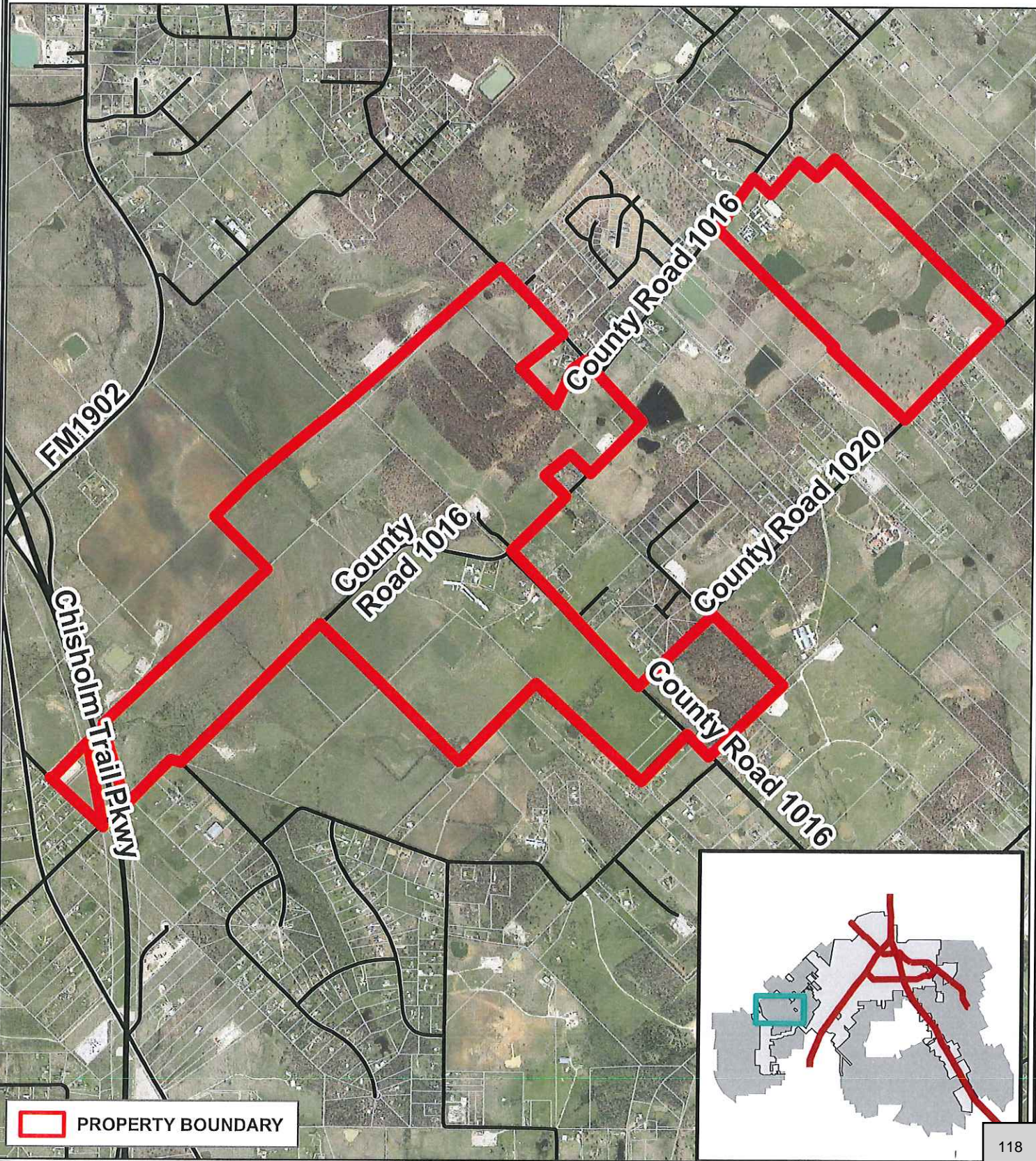


Exhibit A-1  
Burleson Development Inc Parcel Location Map

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

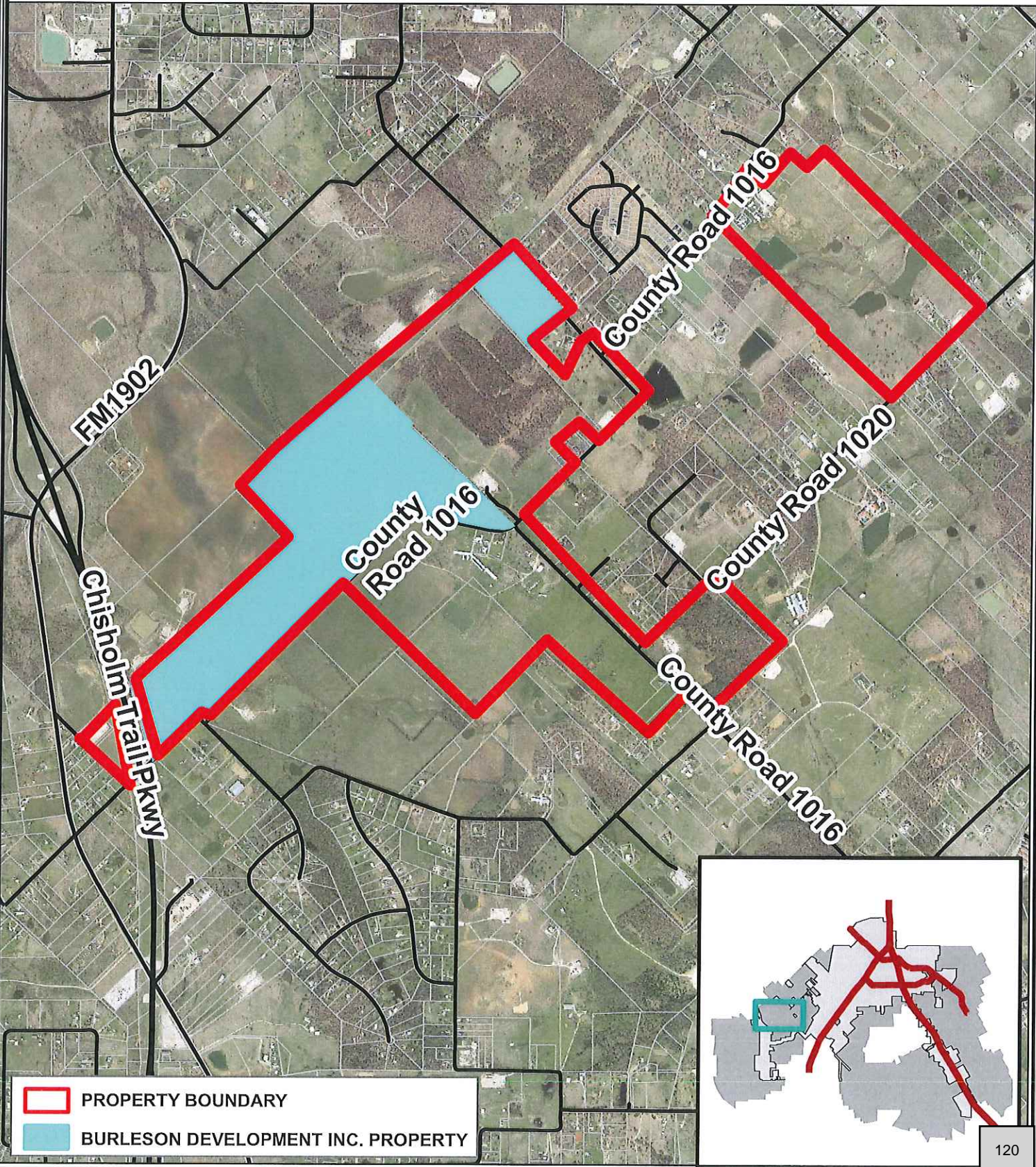




Exhibit A-2  
Alta Burl LP Parcel Location Map

# EXHIBIT A - 2 ALTA BURL LP PARCELS LOCATION MAP

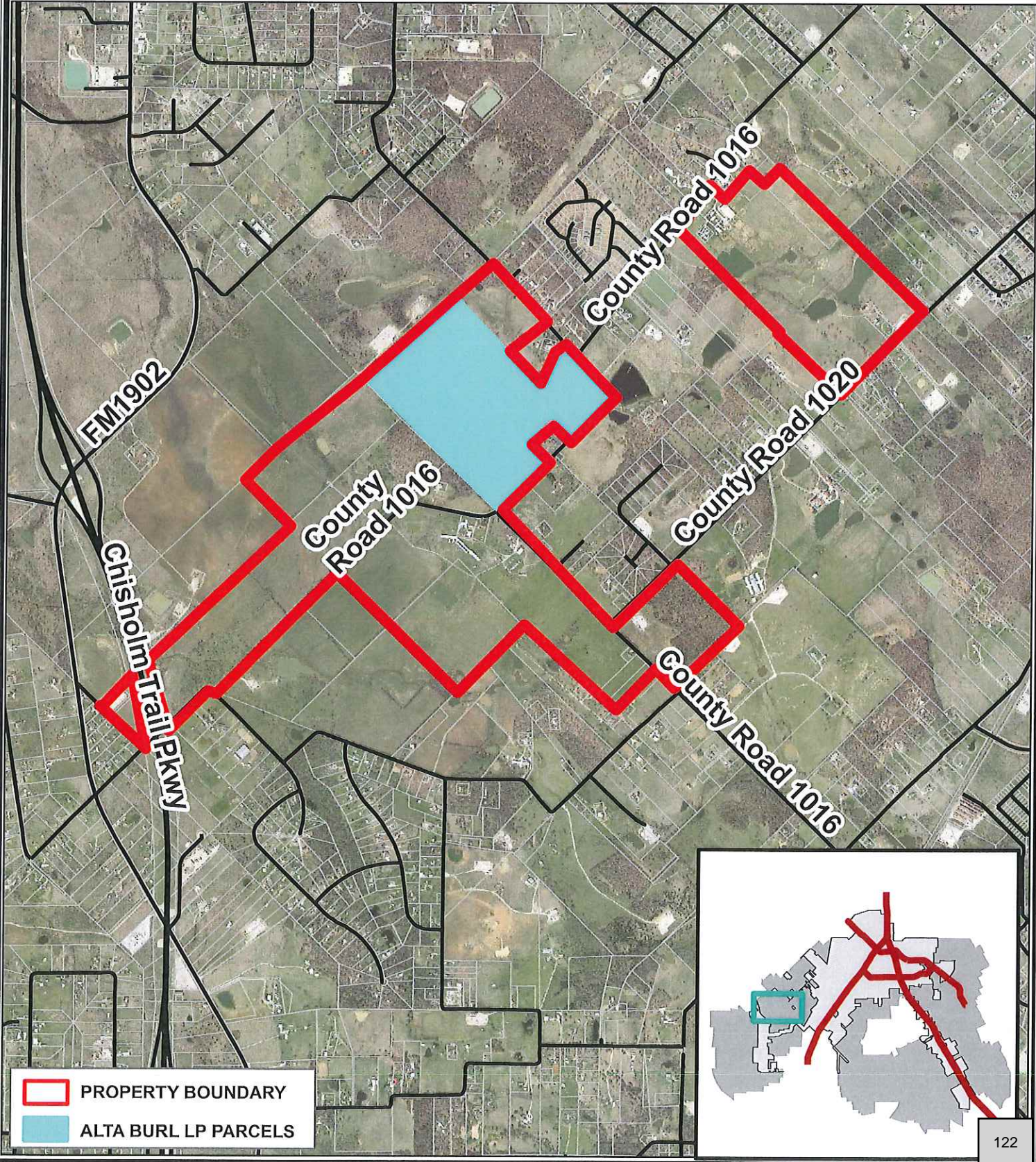


Exhibit A-3  
Jackson Family Trust Parcel Location Map

# EXHIBIT A - 3 JACKSON FAMILY TRUST PARCELS LOCATION MAP

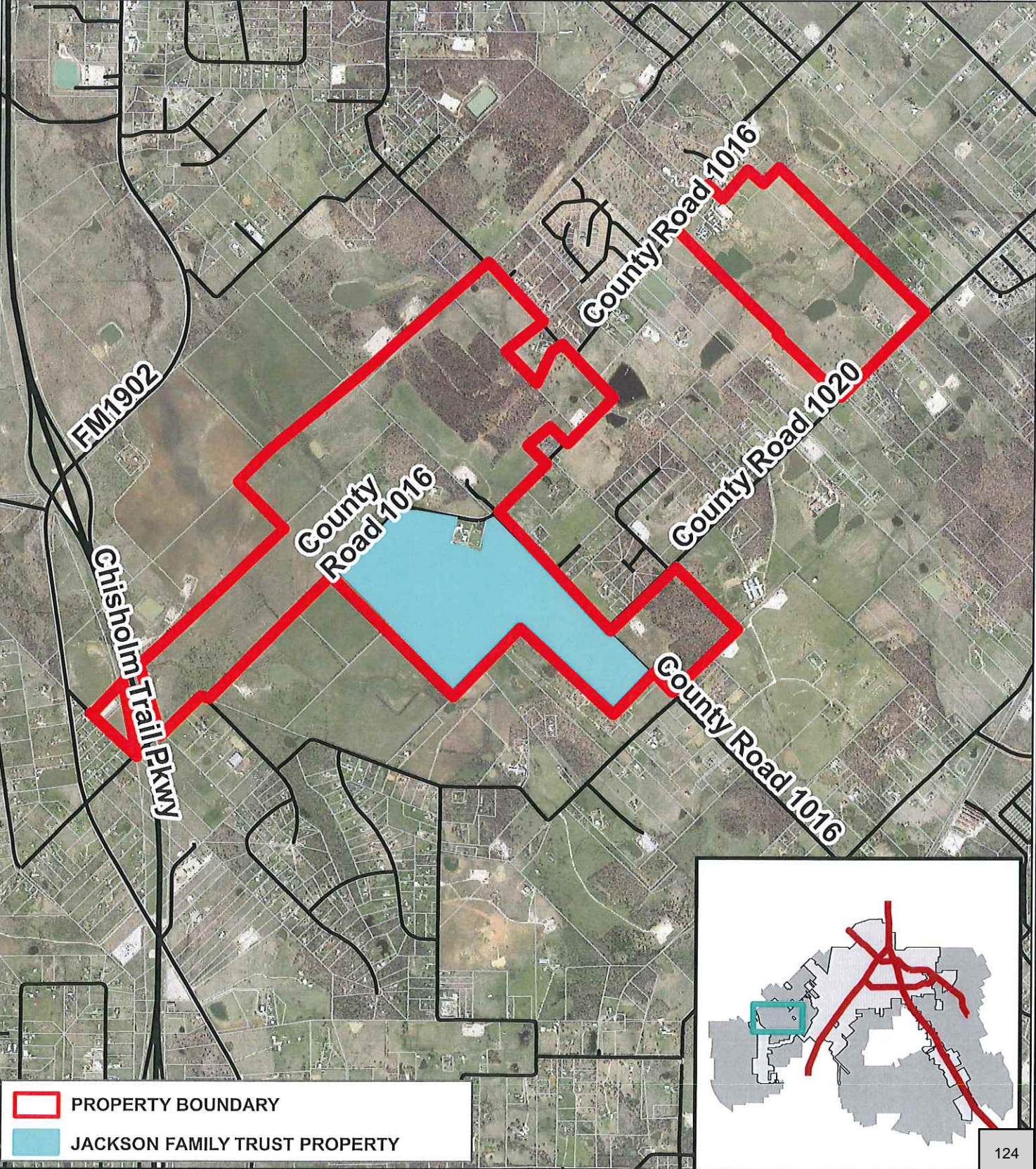


Exhibit A-4  
Janice Yvonne Jackson Parcel Location Map

# EXHIBIT A - 4 JANICE YVONNE JACKSON PARCELS LOCATION MAP

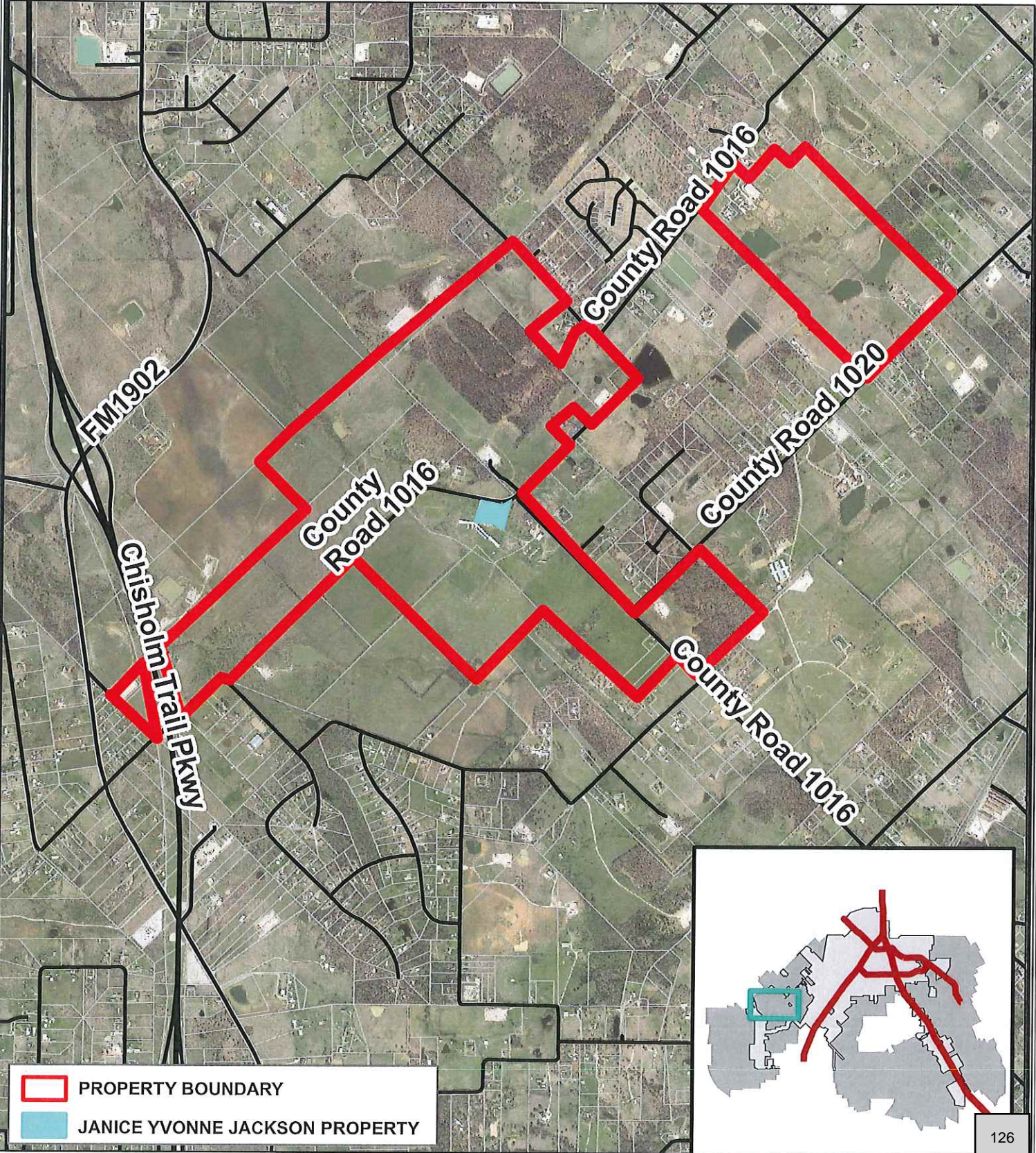
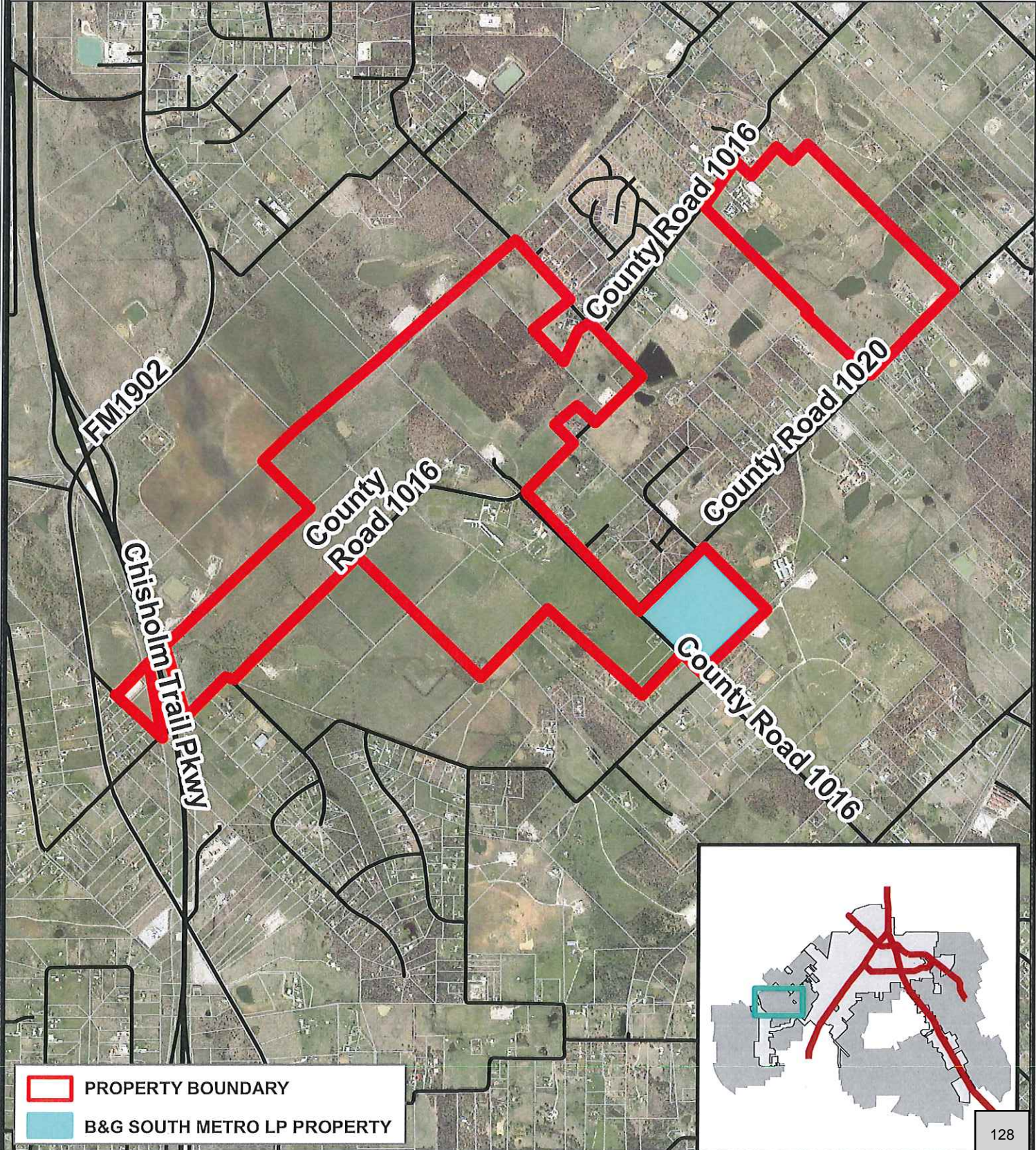


Exhibit A-5  
B&G South Metro LP Parcel Location Map

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





 PROPERTY BOUNDARY  
 B&G SOUTH METRO LP PROPERTY



Exhibit A-6  
Rocky Bransom Parcel Location Map

# EXHIBIT A - 6 ROCKY BRANSOM PARCELS LOCATION MAP

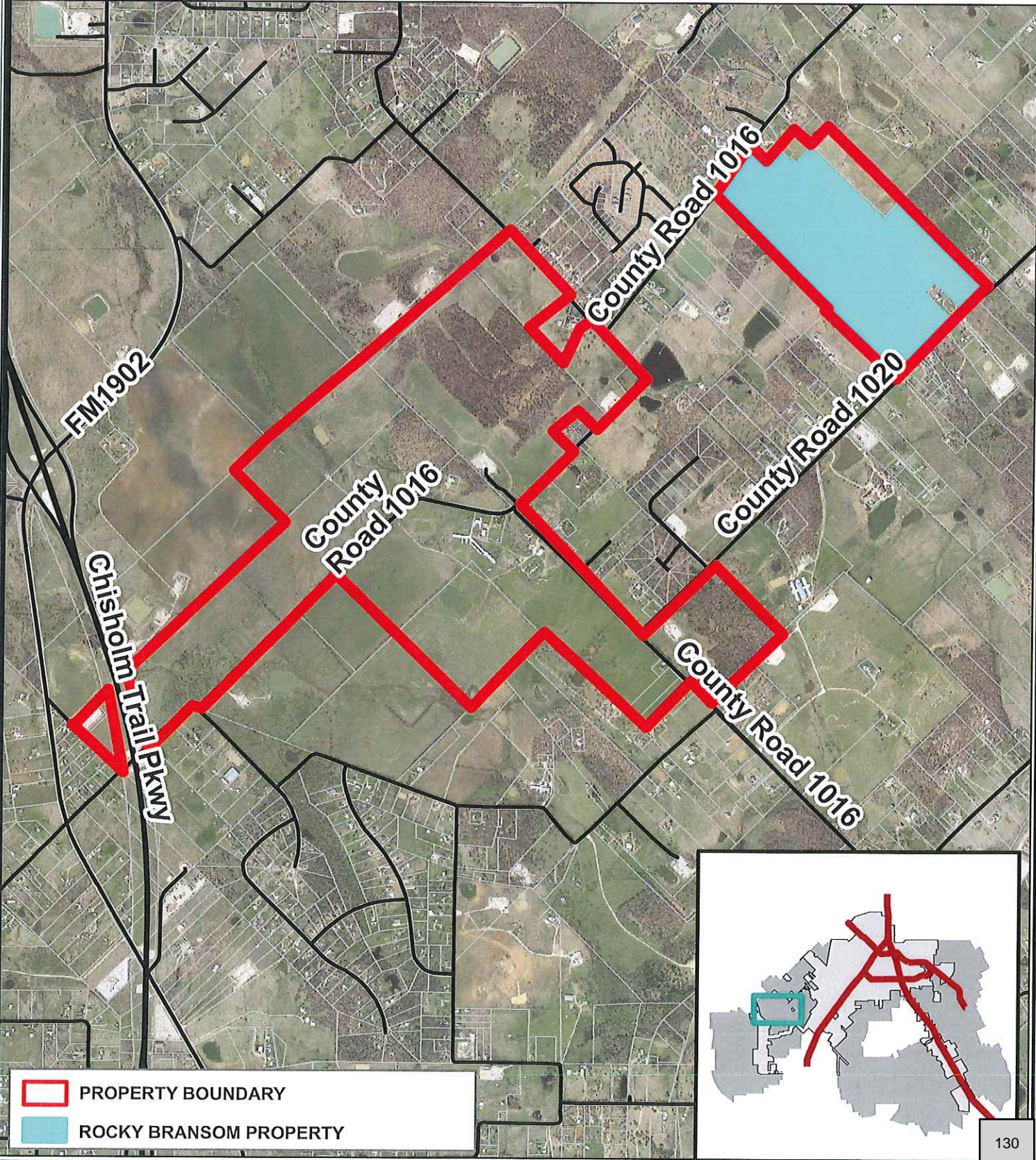
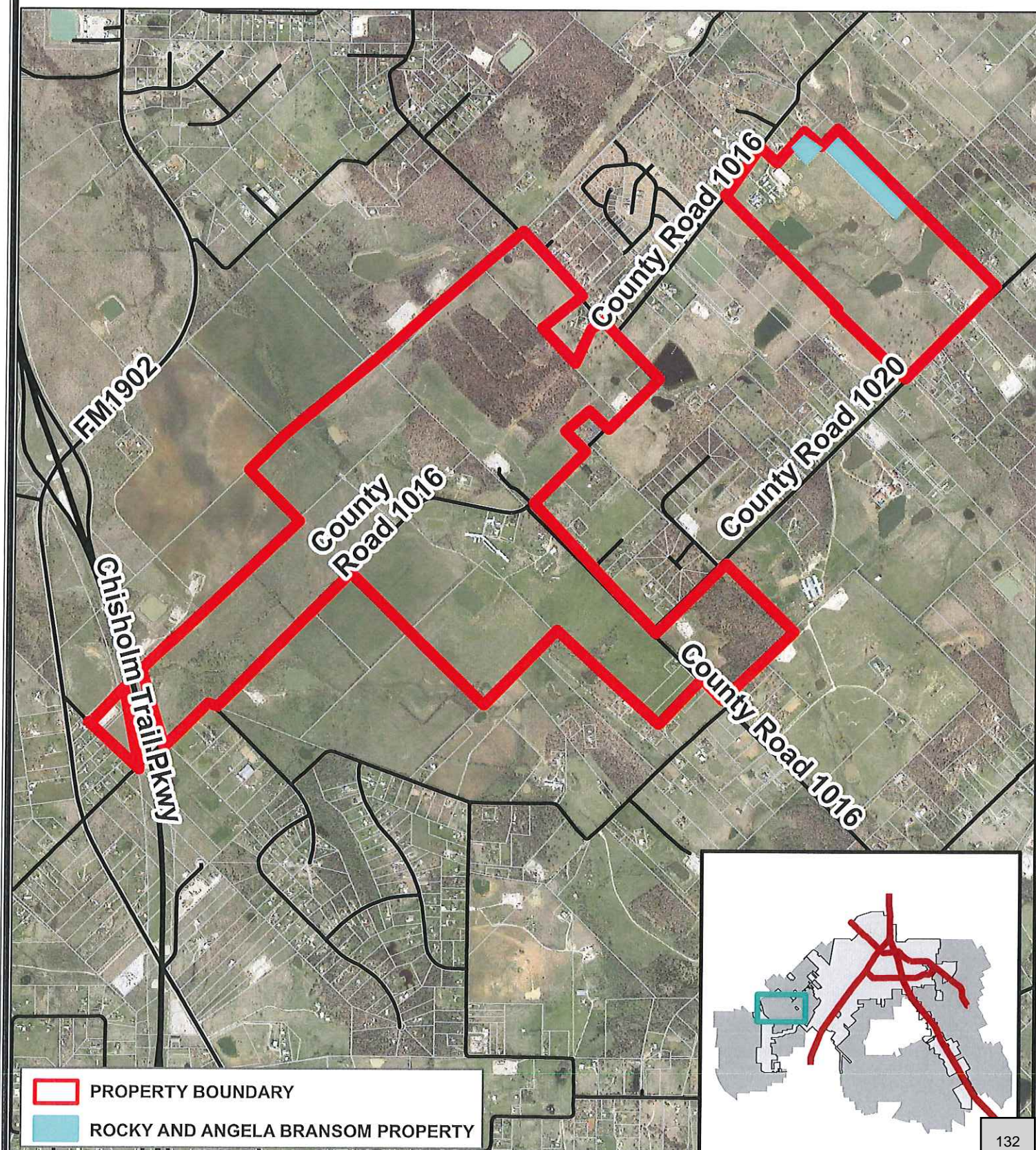


Exhibit A-7  
Rocky & Angela Bransom Parcel Location Map

# EXHIBIT A - 7 ROCKY AND ANGELA BRANSOM PARCELS LOCATION MAP



 PROPERTY BOUNDARY  
 ROCKY AND ANGELA BRANSOM PROPERTY

Exhibit A-8  
RA Development Ltd Parcel Location Map

# EXHIBIT A - 8 RA DEVELOPMENT LTD. PARCELS LOCATION MAP

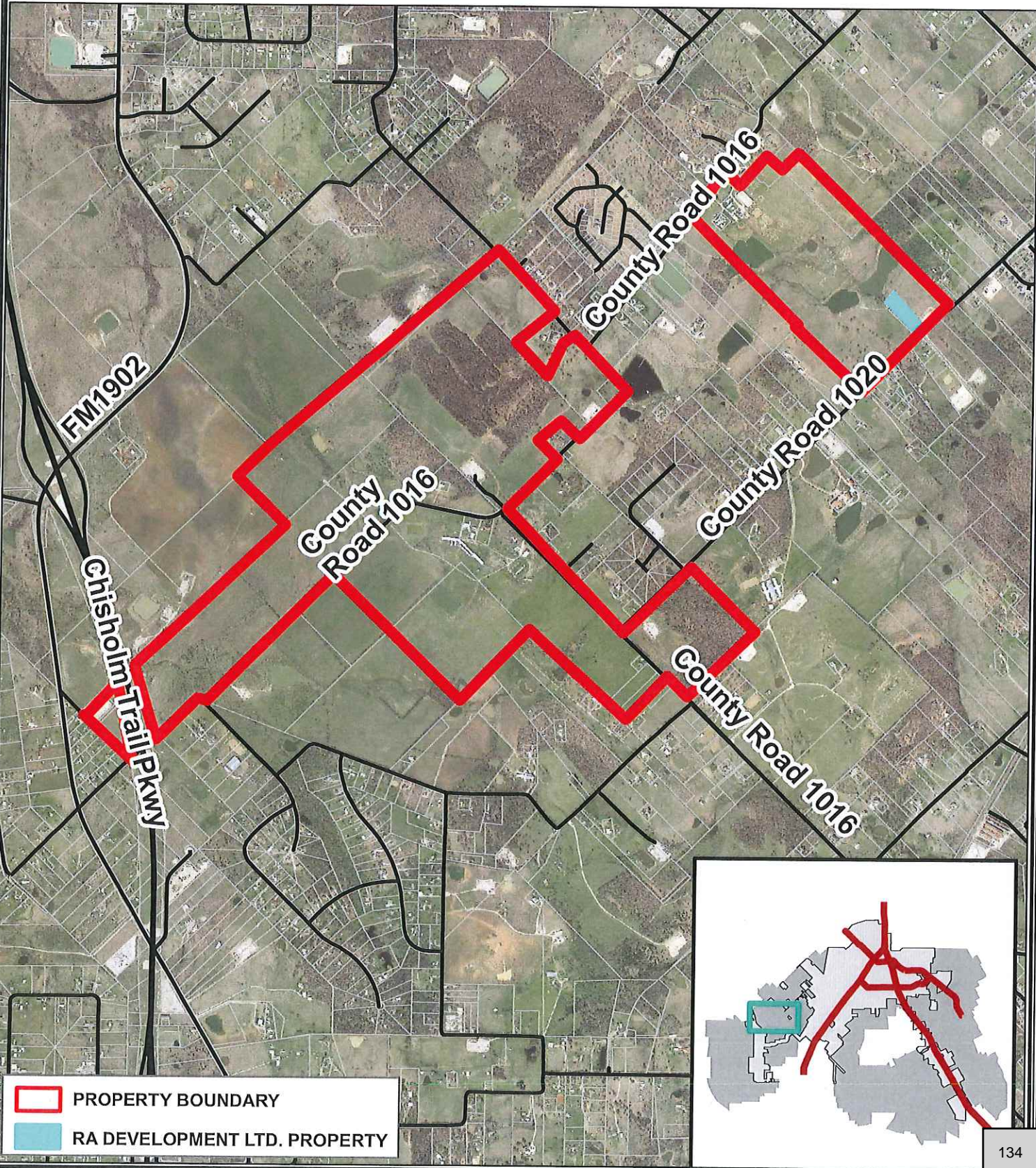
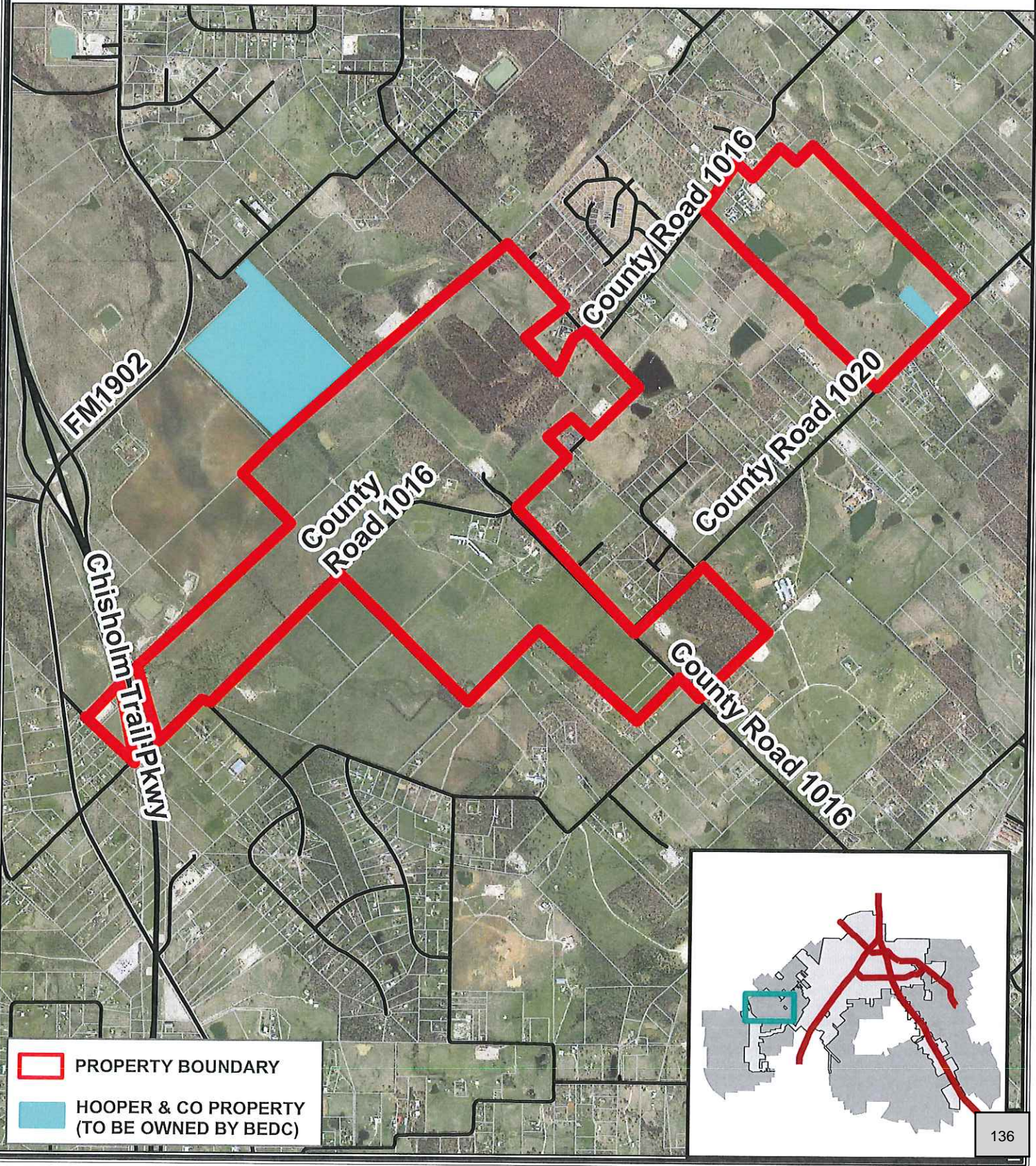


Exhibit A-9  
Hooper & Co Parcel Location Map

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

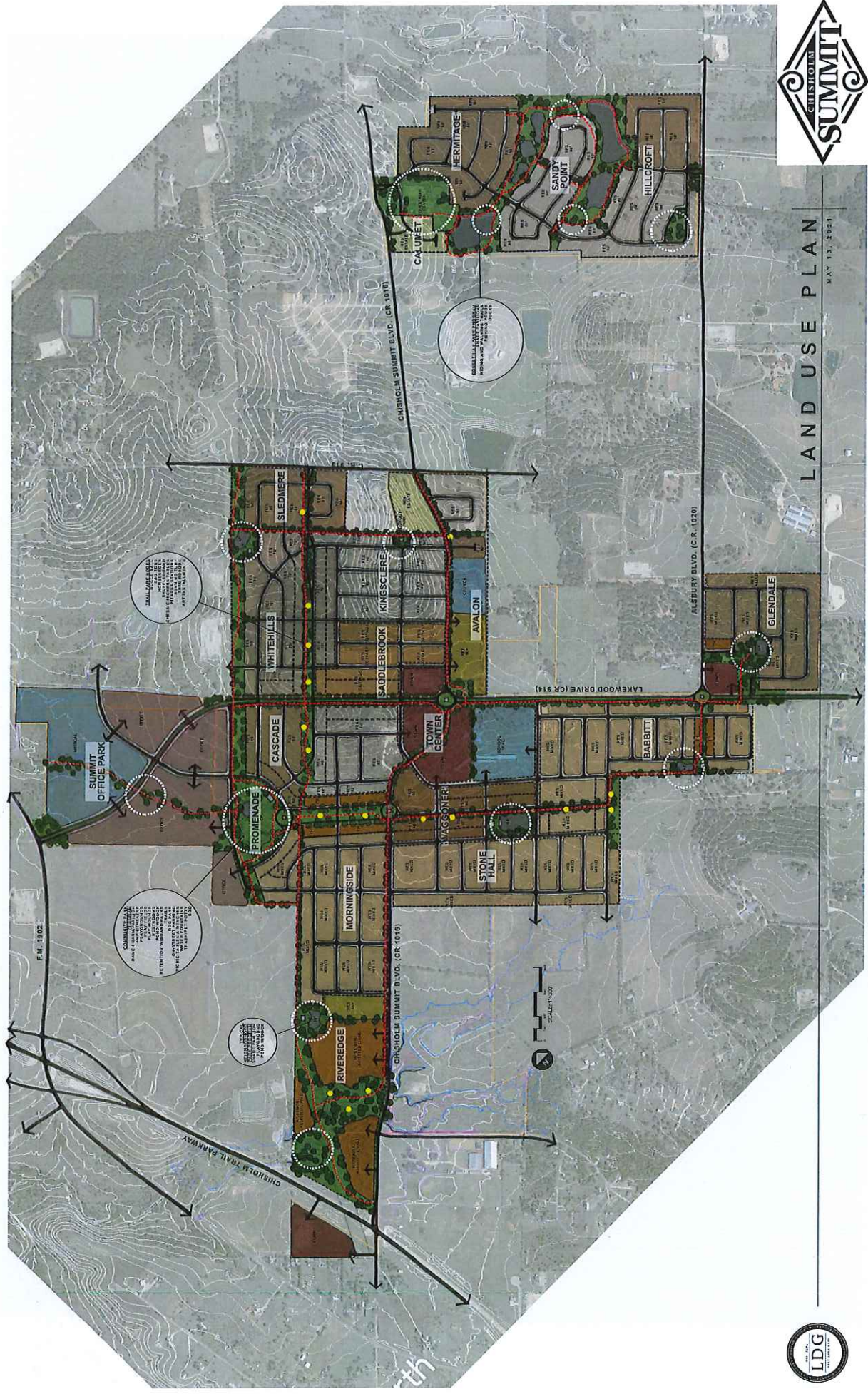


 PROPERTY BOUNDARY

 HOOPER & CO PROPERTY  
(TO BE OWNED BY BEDC)



Exhibit B  
Preliminary Concept Plan



LAND USE PLAN  
MAY 13, 2001



Exhibit C  
Development Standards

## EXHIBIT C DEVELOPMENT STANDARDS

### **SECTION 1: GENERAL**

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

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

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

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

### **SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

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

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

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

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

**SECTION 3: PROCESS**

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

#### SECTION 4: THEME

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

#### SECTION 5: LOT STANDARDS

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

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

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

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

#### **SECTION 6: ARCHITECTURAL STANDARDS**

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

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

**SECTION 7: OPEN SPACE/PARKS**

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



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

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

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

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

R = Required | O = Optional

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

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

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

### **SECTION 8: LANDSCAPING**

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

## **SECTION 9: ENHANCED WALLS AND FENCING**

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

## **SECTION 10: BUFFERS**

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

### **SECTION 11: STREET LAYOUT**

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

### **SECTION 12: TRAILS**

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

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

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

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

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

### **SECTION 13: LIGHTING**

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

#### **SECTION 14: SIGNS**

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

#### **SECTION 15: MULTI-FAMILY/SENIOR LIVING**

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

#### **SECTION 16: COMMERCIAL ELEMENTS**



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

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

**SECTION 17: COMMUNITY BUILDING(S)**

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

**SECTION 18: NEIGHBORHOOD ACTIVITIES**

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

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

#### **SECTION 19: ATTACHMENT DESCRIPTIONS**

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

1. Master-Planned Community Presentation – Attachment 1

Exhibit C  
Development Standards  
Attachment 1



1

# THE HEIGHT OF BURLESON LIVING

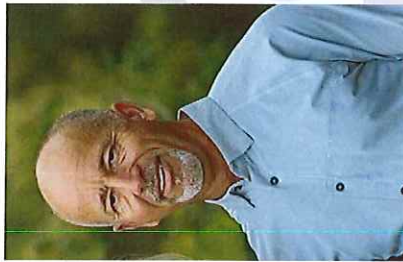
RA Development, Ltd.

February 22, 2021



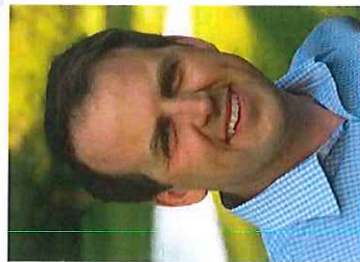
Item A.

# BURLESON DEVELOPMENT, INC.



## ROCKY BRANSOM

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



## JUSTIN BOND

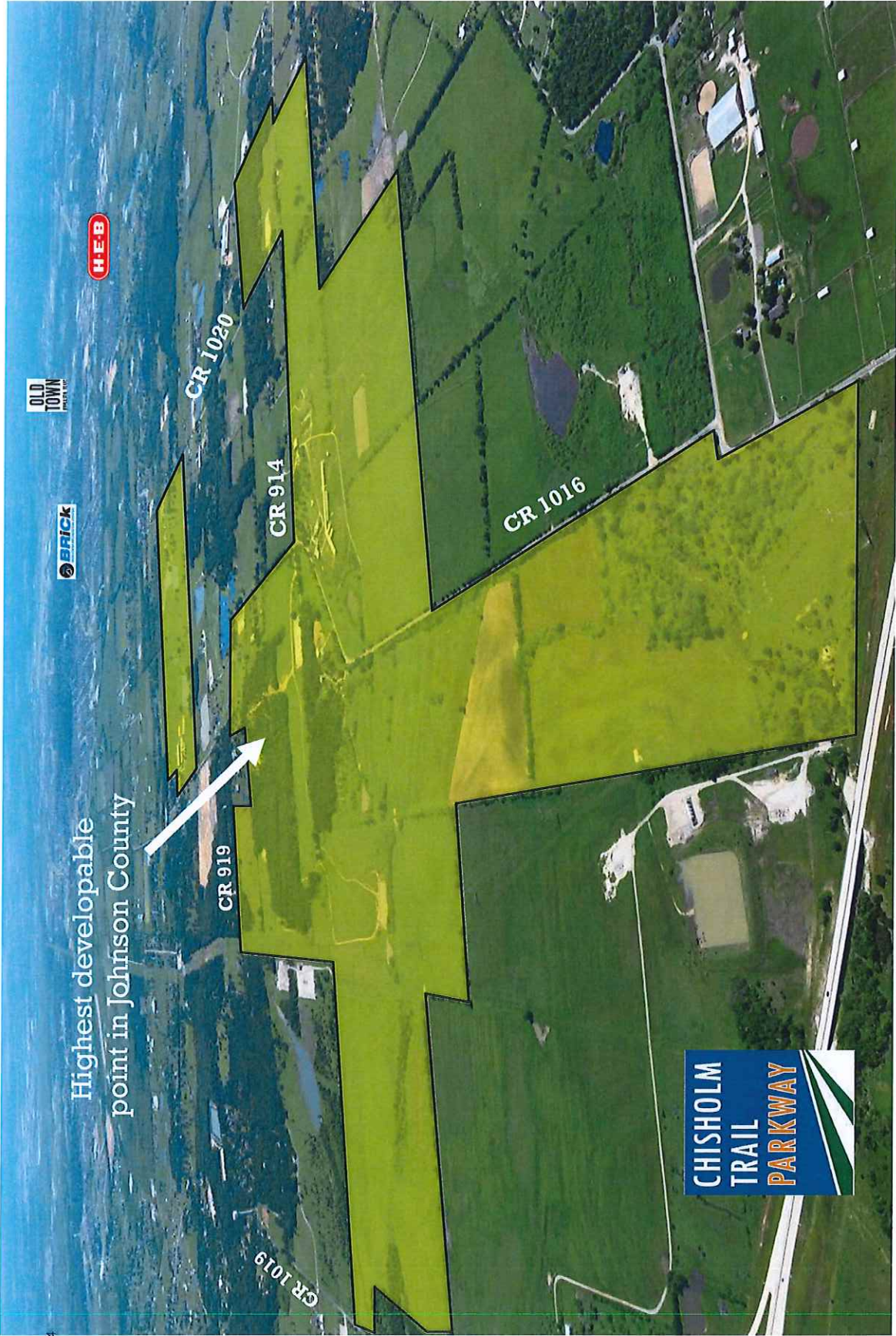
Mr. Bond has worked in land use development and construction for 15 years, from building schools to advocating for local natural gas development to promoting the growth of Burleson as a City director. Justin manages all development projects from design to construction for Rocky's companies. His family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



# PROPERTY HISTORY

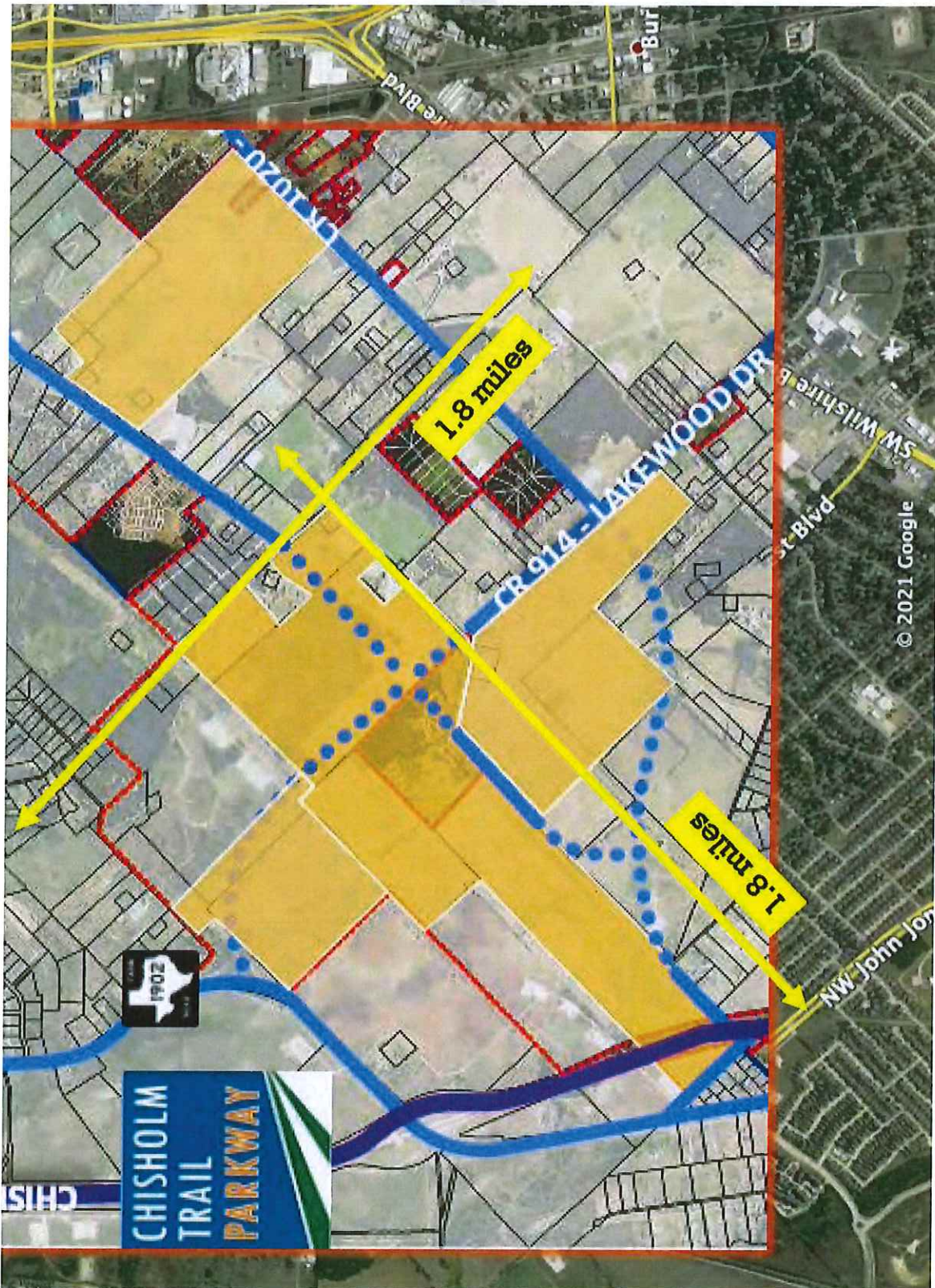
- 2005 – Annexations by City of Burleson to establish a western boundary at the Chisholm Trail Parkway (CTP)
- 2014 & 2016 – Development Agreements with CTP-area owners in Burleson extra-territorial jurisdiction to establish rules for future annexations
- 2016-2021 – Burleson Development, Inc. (Rocky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











**EXHIBIT C  
DEVELOPMENT STANDARDS**

**SECTION 1: GENERAL**

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

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

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

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

**SECTION 2: ORDINANCE APPLICABILITY AND GOVERNING REGULATIONS**

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

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

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

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

### **SECTION 3: PROCESS**

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

#### SECTION 4: THEME

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

#### SECTION 5: LOT STANDARDS

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

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

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

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

#### **SECTION 6: ARCHITECTURAL STANDARDS**

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

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

#### **SECTION 7: OPEN SPACE/PARKS**

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

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

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

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



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

R = Required | O = Optional

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

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

- Visitor Center / Offices – The existing 3,000 square foot 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 I.
  - (ix) Where additional fencing is installed for the Equestrian Center, the fencing may be pipe rail fence with linseed oil treatment.
2. Fencing exhibit must be provided with the Planned Development ordinance.

## **SECTION 10: BUFFERS**

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

### **SECTION 11: STREET LAYOUT**

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

### **SECTION 12: TRAILS**

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

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

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

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

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

### **SECTION 13: LIGHTING**

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

#### **SECTION 14: SIGNS**

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

#### **SECTION 15: MULTI-FAMILY/SENIOR LIVING**

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

#### **SECTION 16: COMMERCIAL ELEMENTS**

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

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

#### **SECTION 17: COMMUNITY BUILDING(S)**

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

#### **SECTION 18: NEIGHBORHOOD ACTIVITIES**

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

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

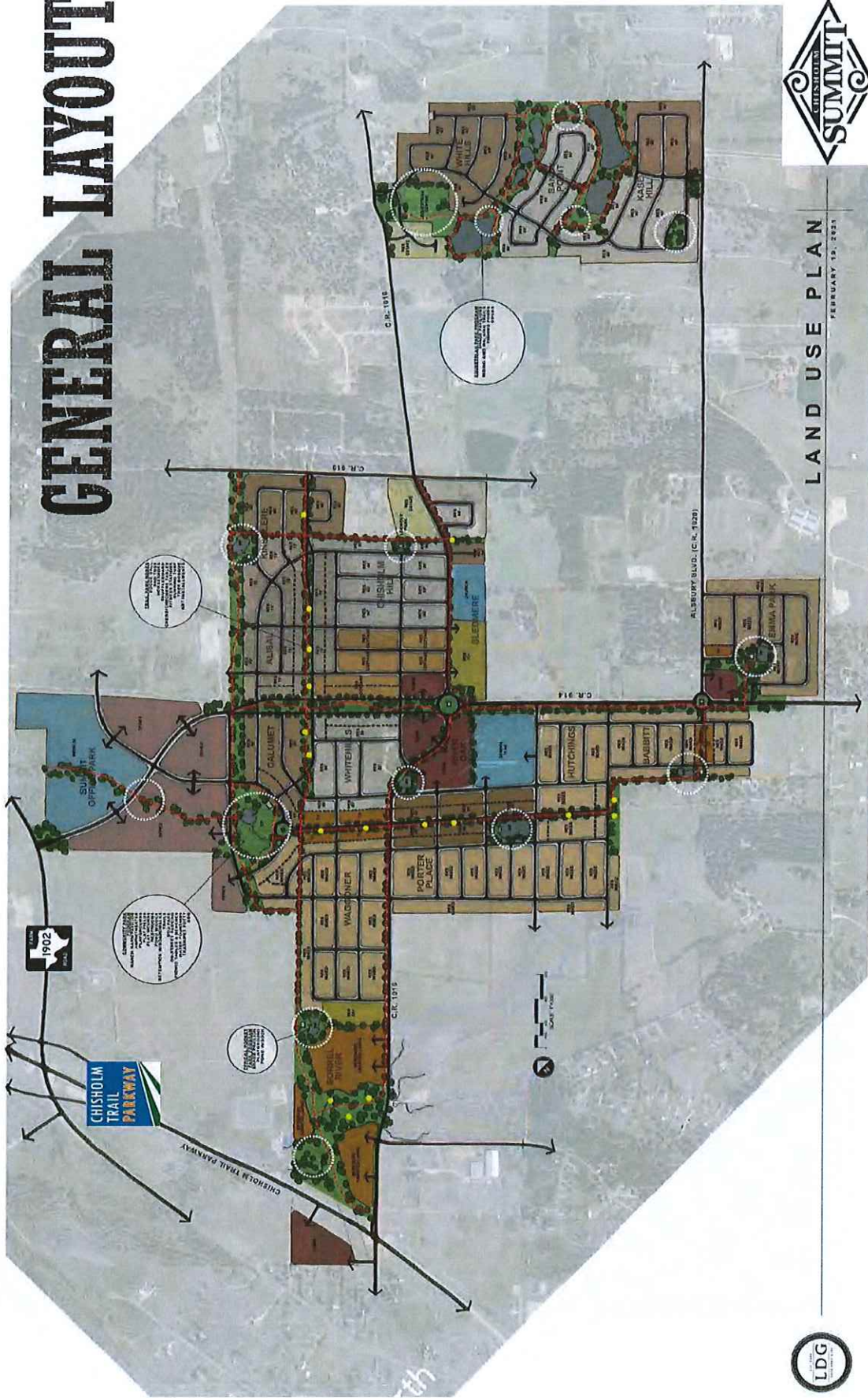
### **SECTION 19: ATTACHMENT DESCRIPTIONS**

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

1. Master-Planned Community Presentation – Attachment 1



# GENERAL LAYOUT



LAND USE PLAN  
FEBRUARY 15, 2021



Item A.

# 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



LAND USE PLAN



# 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



LAND USE PLAN





<sup>11</sup> WESTERN

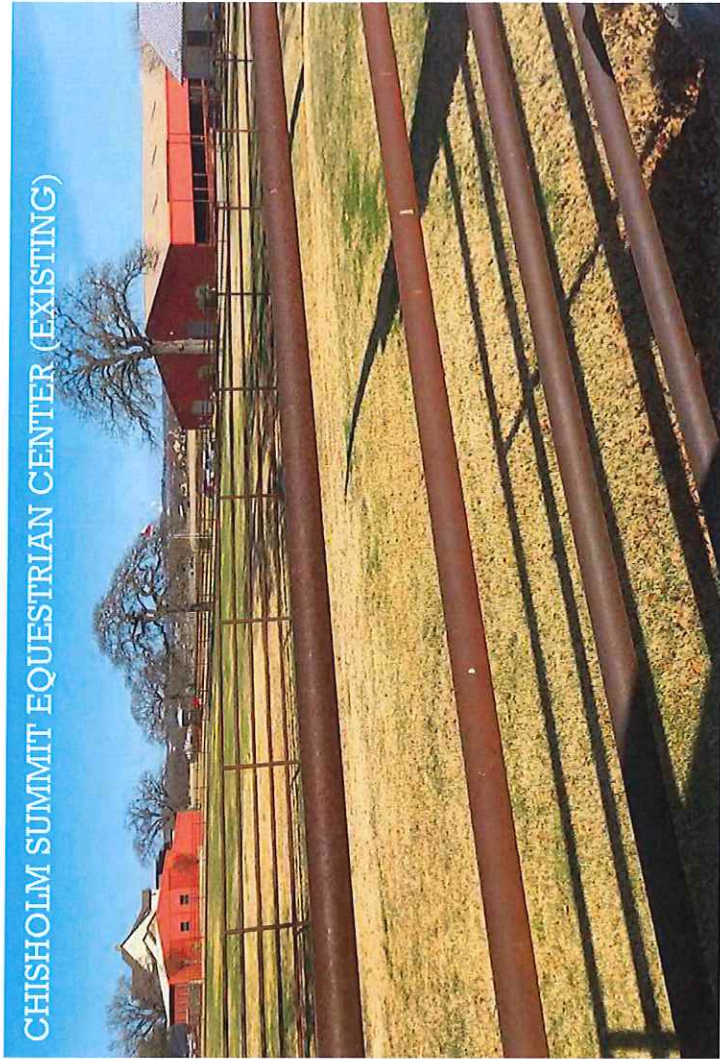
RUSTIC  
GROWTH  
HORSES  
FOLK  
GATEWAY  
PROGRESS

ACTIVE

TRAILS  
OUTDOORS  
PURPOSE  
MOVEMENT  
NATURE

FAMILY

TOGETHER  
COMMUNITY  
NEIGHBORS  
GENERATIONX  
CARE

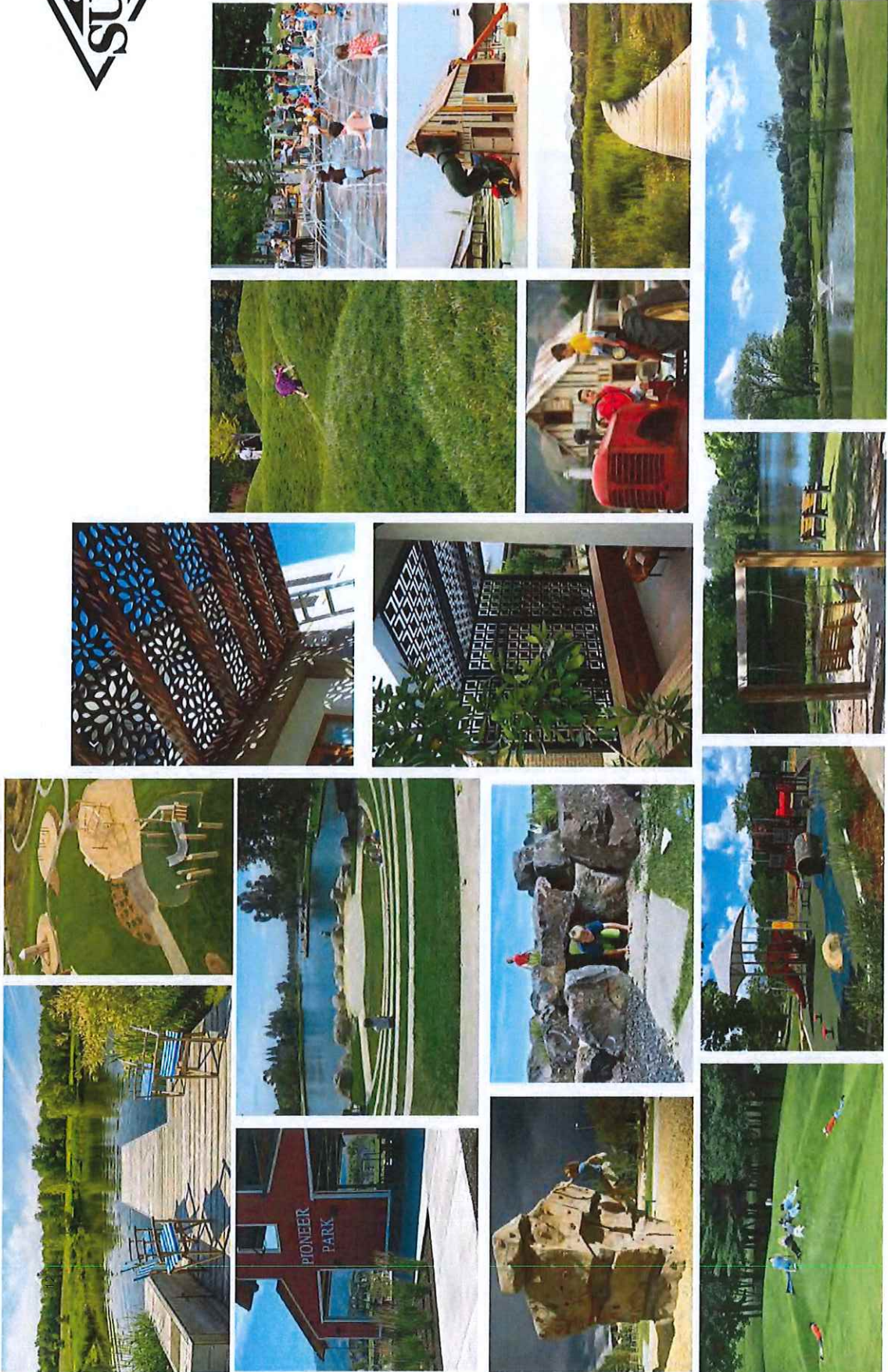


CHISHOLM SUMMIT EQUESTRIAN CENTER (EXISTING)



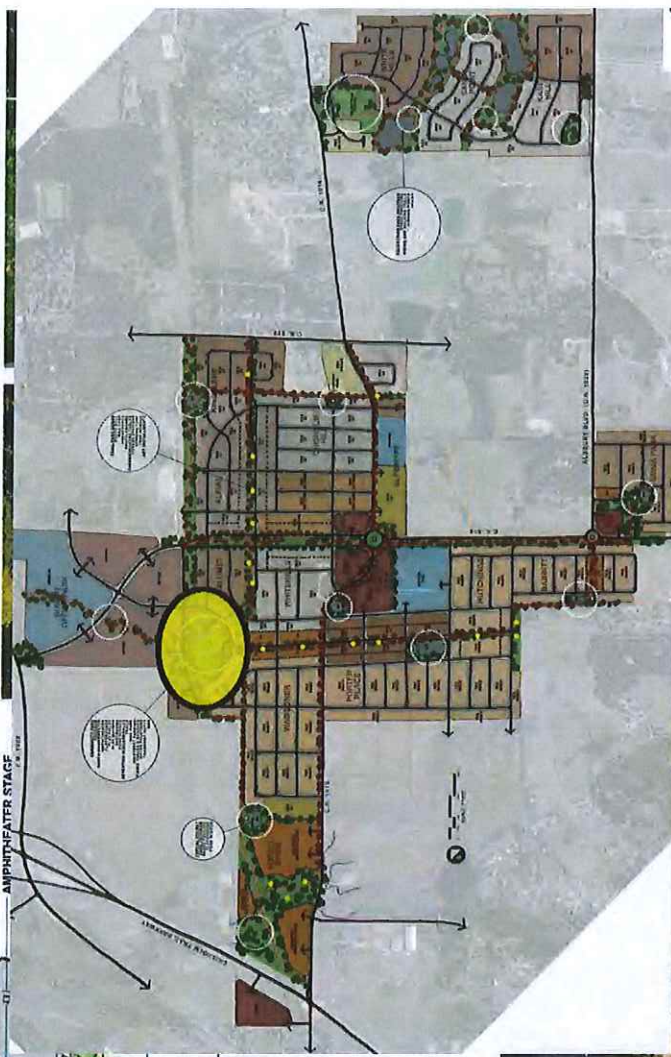


Item A.





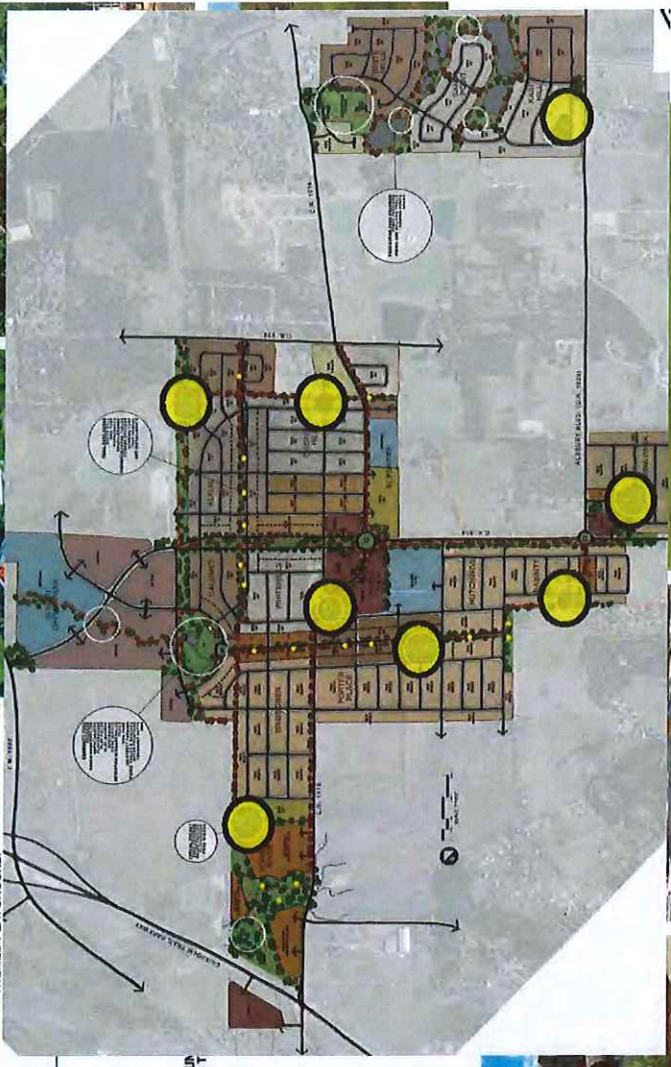
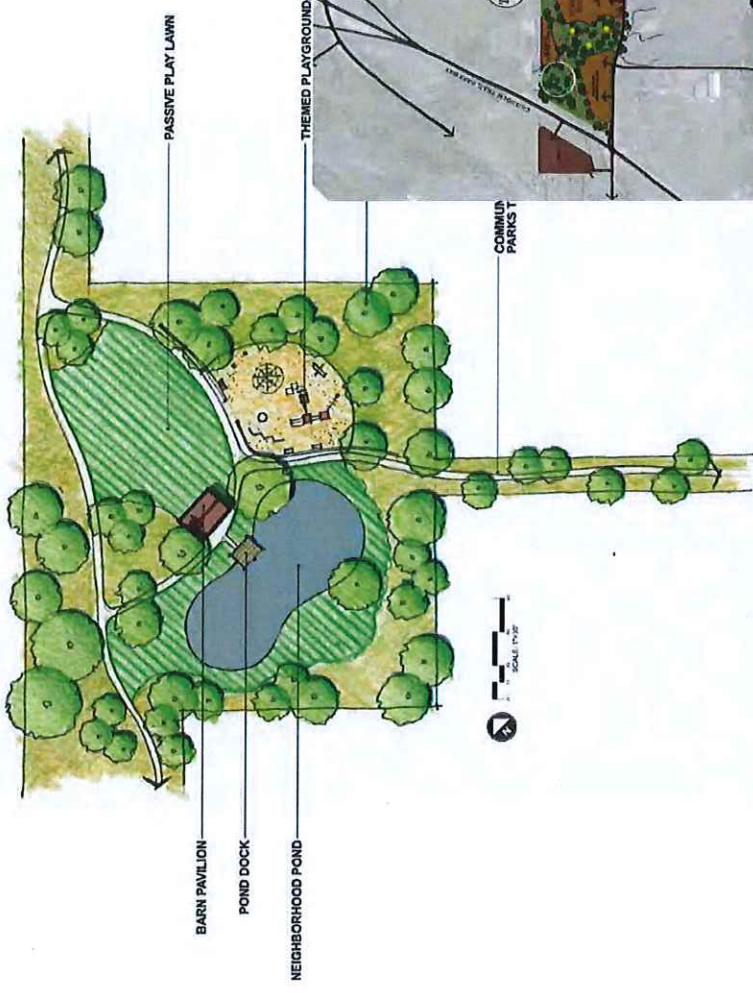
**OPEN SPACE  
AMENITY CENTERS  
CONNECTING TRAILS  
NEIGHBORHOOD ACTIVITIES**



**COMMUNITY PARK PLAN**  
FEBRUARY 17, 2021



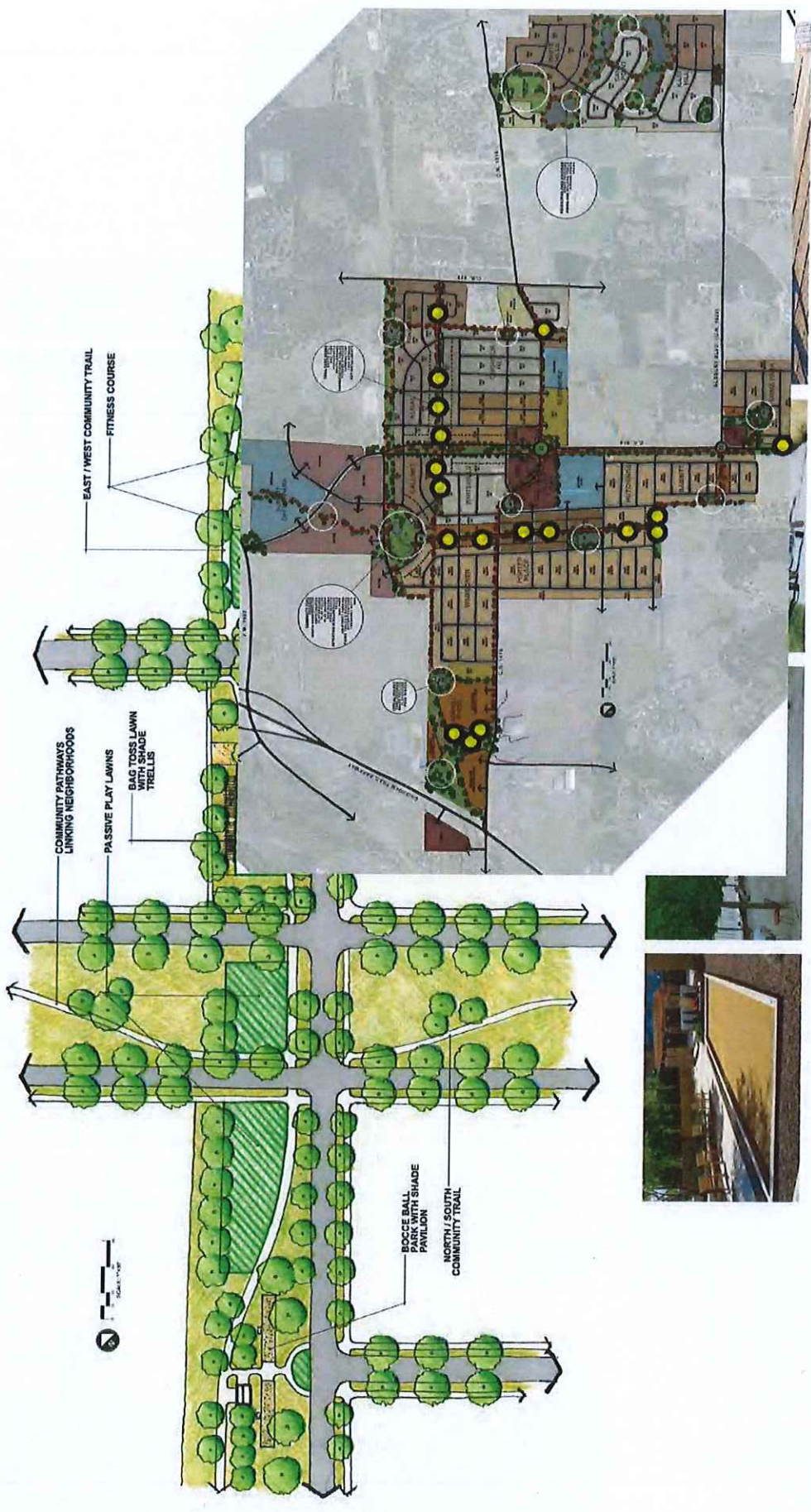




# TYPICAL POCKET PARK PLAN

FEBRUARY 15, 2021

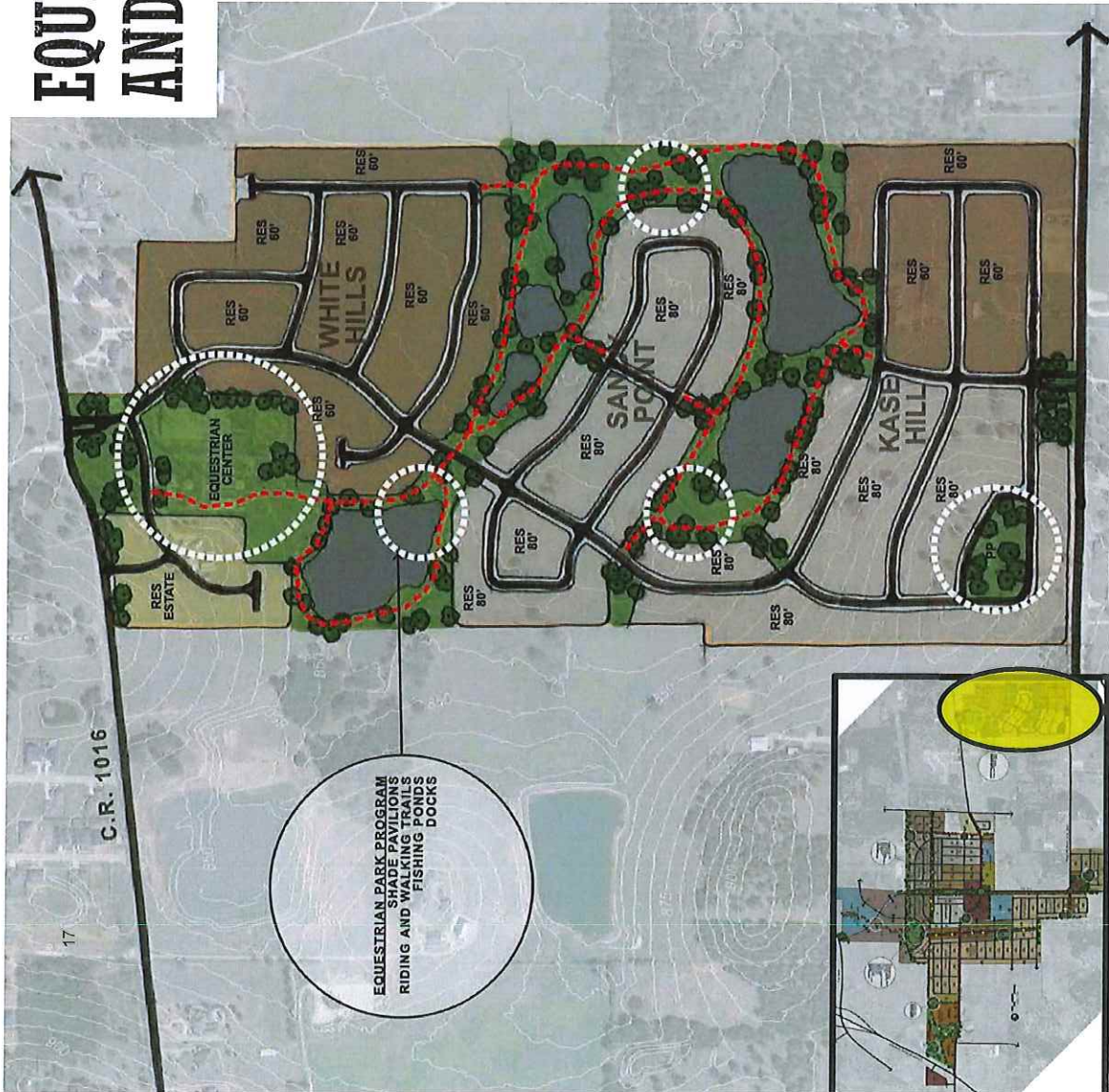




**TYPICAL TRAIL PARK CORRIDOR**  
 FEBRUARY 13, 2023



# EQUESTRIAN CENTER AND TRAILS



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





**LOT SIZE VARIETY  
BUFFERS  
COMMERCIAL ELEMENTS**

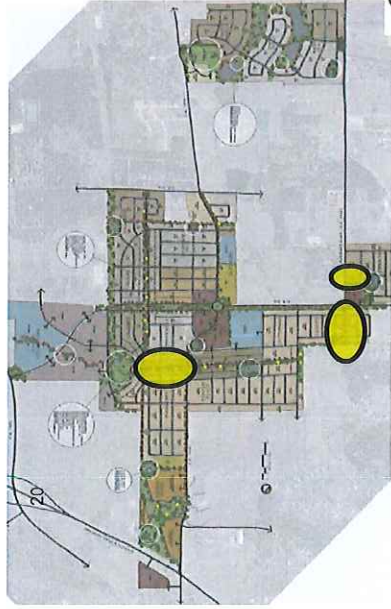


# LOT SIZE VARIETY

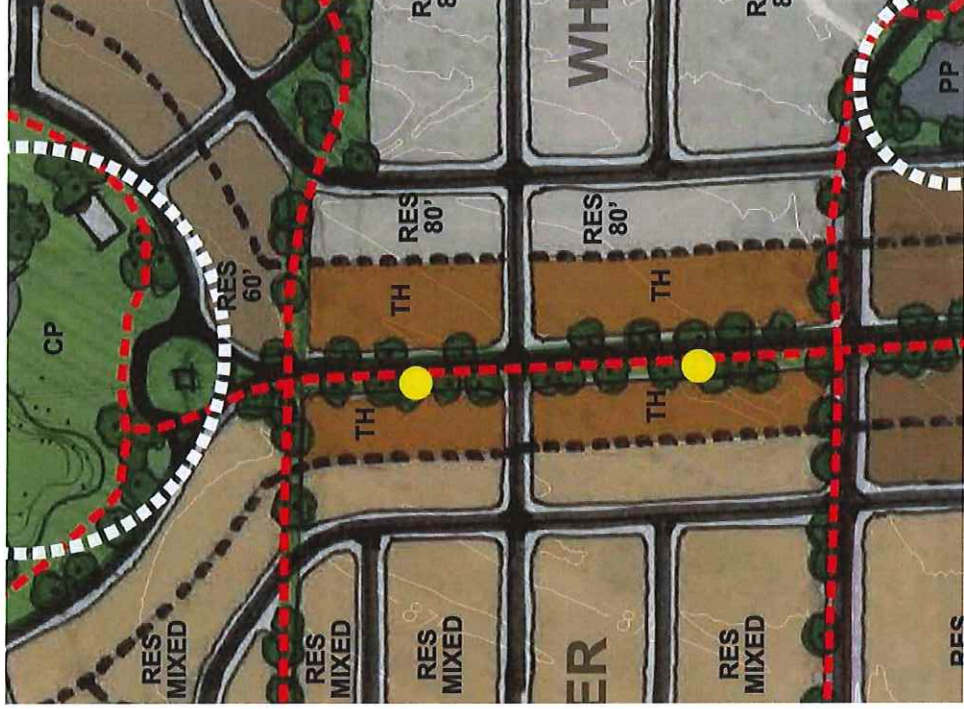


- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- **Single-family homes include:**
  - Cottages with detached garages
  - Traditional one- and two-story homes
  - Patio homes with shared front yards and alley access
  - Lots with a little more elbow room and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



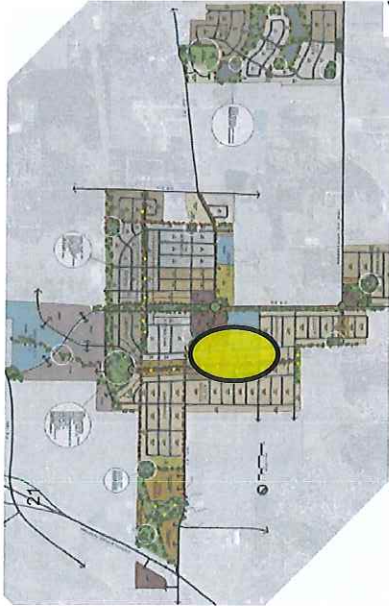


# TOWNHOMES

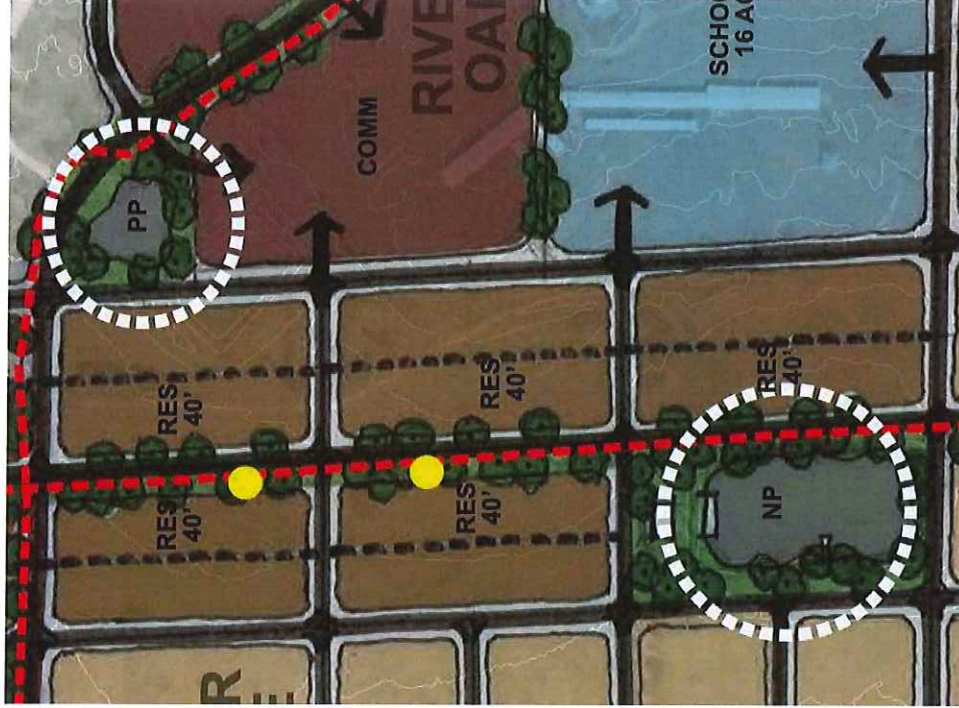


- Two-story townhomes
- Individual units for ownership
- Rear alley vehicular access
- Front lot line at street/sidewalk edge
- Adds scale to primary community corridor
- Located near public amenity areas
- Typical lot – 25' x 100'



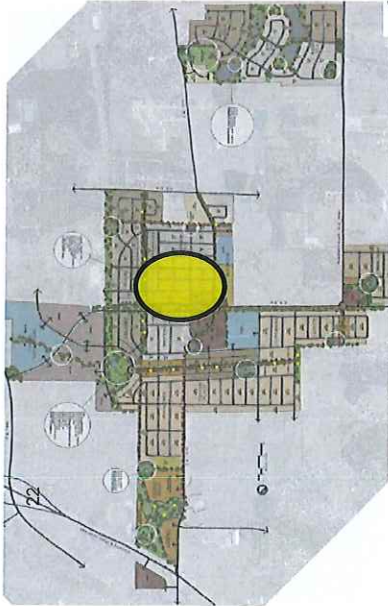


## PATIO HOMES



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





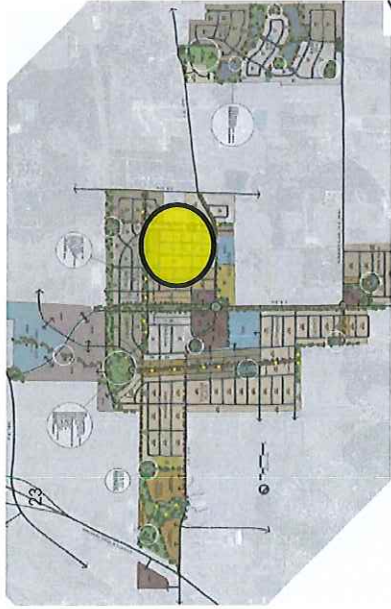
- Made popular in Heritage Village and Reverie
- Craftsman elevations provide great curb appeal
- Detached two-car garage
- Backyard large enough for party patio or pool
- Typical lot – 56’ x 120’



## COTTAGES (HERITAGE)



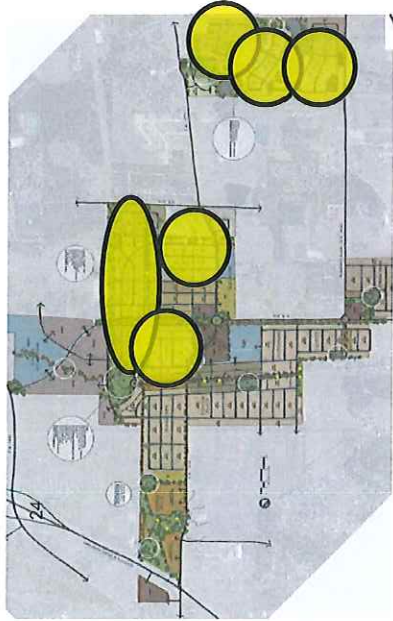




- Scenic overlook of all of Burleson
- Estate lots built with the grade of the hill
- Lookout Park accessible via trails to all CS residents
- Perfect for the executive or large family
- Typical lot – 80’ x 140’

## ESTATES ON THE SUMMIT

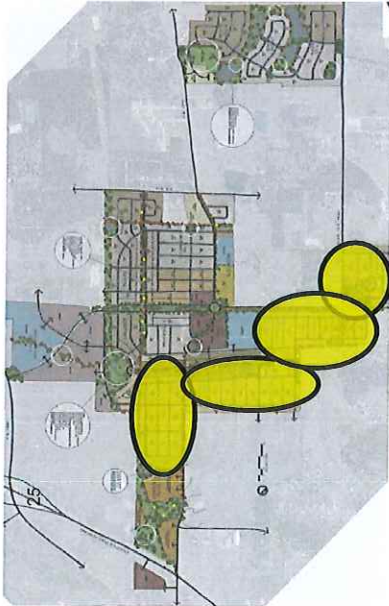




## PLANNED SINGLE-FAMILY



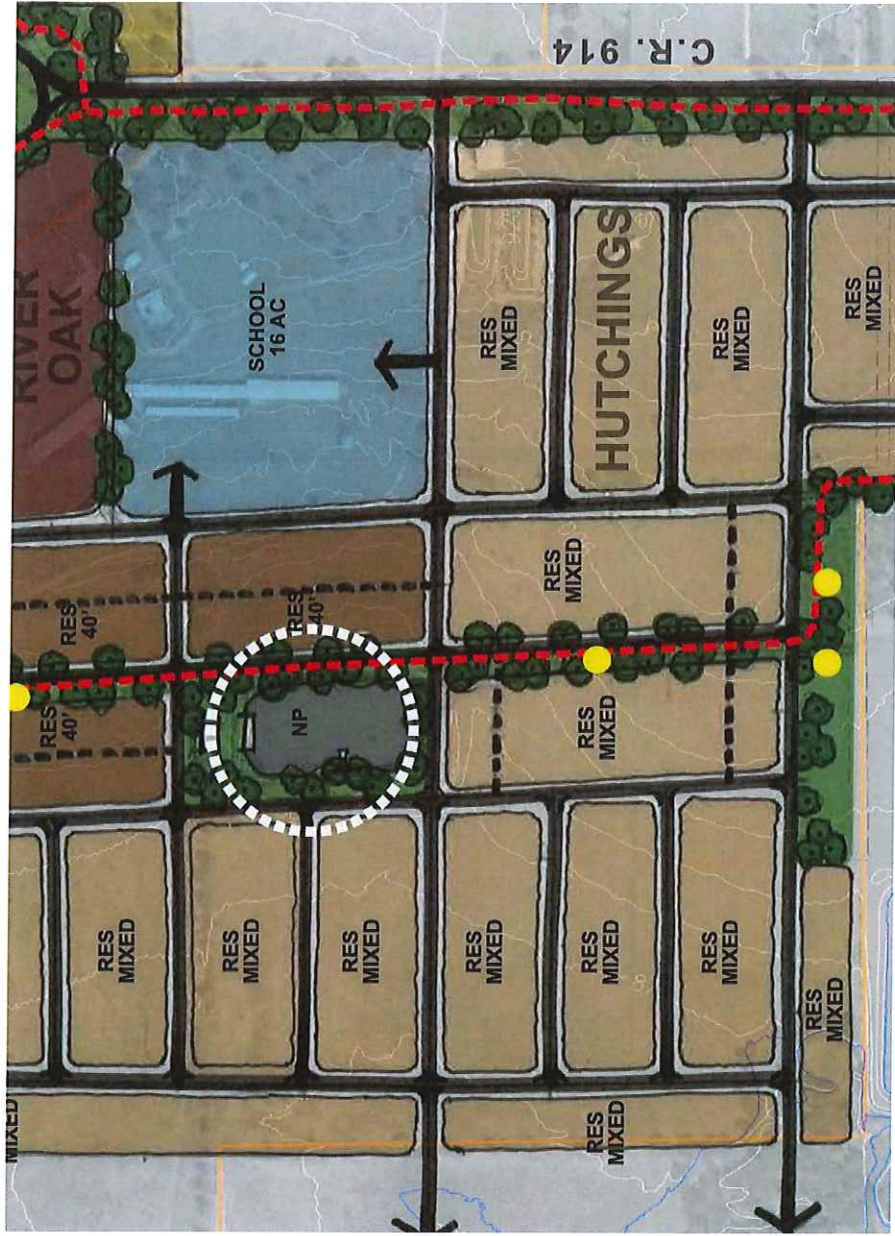
- Approx. 250 acres planned for clusters of specific lot type
- Traditional residential lots:
  - 60' x 120'
  - 70' x 130'
  - 80' x 140'
- Planned to specifically use the existing topography or complement overall land plan

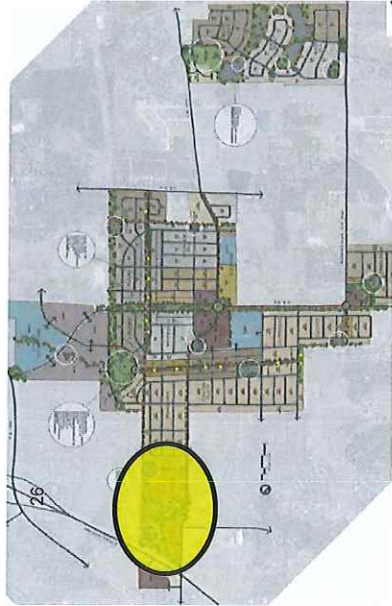


- Integrated mix of lot types to create variety and neighborhood character
- Pockets of single-family houses
- Lots will include:
  - 40' x 100'
  - 56' x 120'
  - 60' x 120'
- Each phase to be designed according to demand
- Approx. 150 acres shown as mixed



## MIXED SINGLE-FAMILY



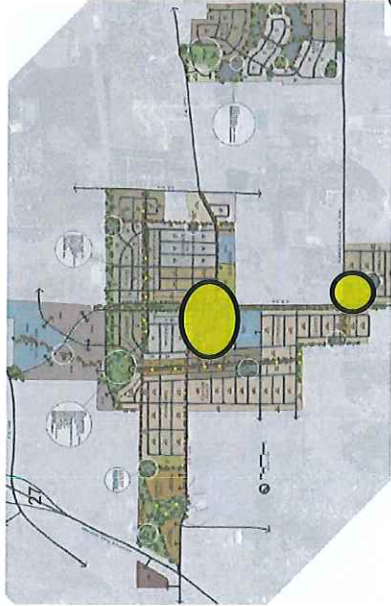


# SENIOR CARE & MULTIFAMILY

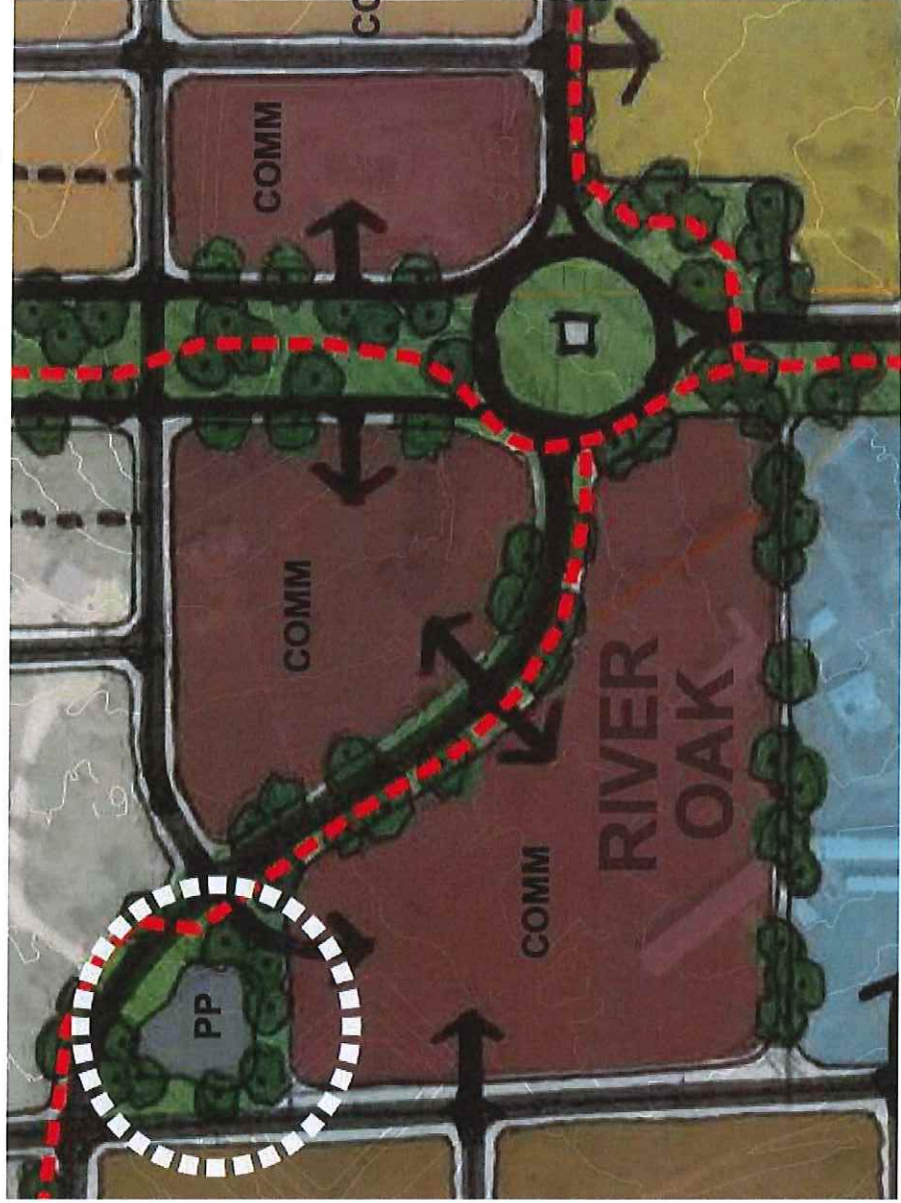


- Provides full life-cycle housing for community
- Envision a mixture of multistory high-density products
- Area shown is similar size to existing Arabella development near H-E-B
- Greenspace will have a pocket park and trail parks
- Buffered by block of age-55+ single-family units

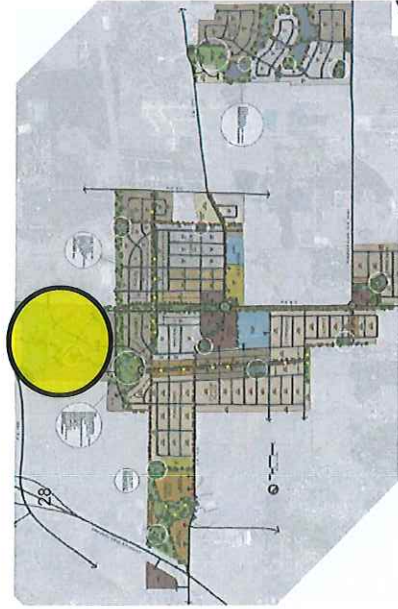
Item A.



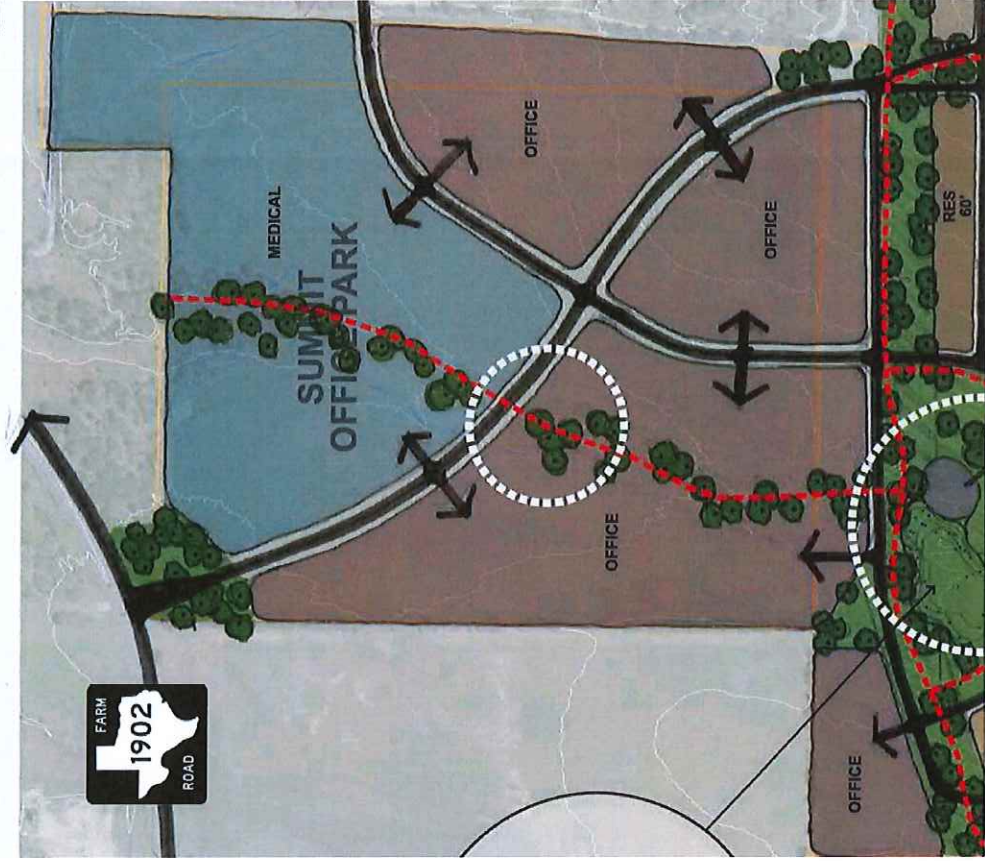
## COMMERCIAL NODES



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



# SUMMIT OFFICE PARK



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





**ARCHITECTURAL STANDARDS  
ENHANCED WALLS & FENCING  
ENHANCED LANDSCAPING**

# STANDARDS

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



WINDSONG RANCH HOUSING VARIETY





# ENHANCEMENTS



- 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



ARBORLAWN AND CTP, FORT WORTH



RAIL FENCE AT  
EQUESTRIAN  
FACILITY





# **PUBLIC INFRASTRUCTURE & PARTICIPATION**





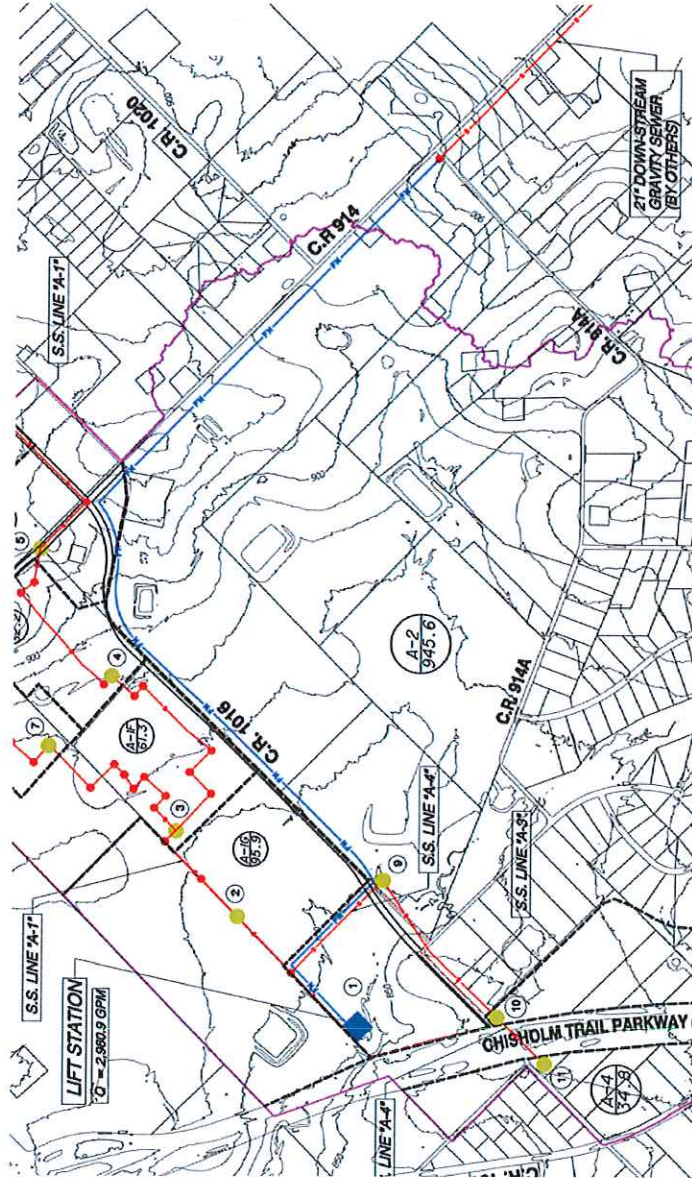
## PUBLIC INFRASTRUCTURE

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





# PARTICIPATION REQUESTED



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





# PARTICIPATION REQUESTED



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



# CLOSING

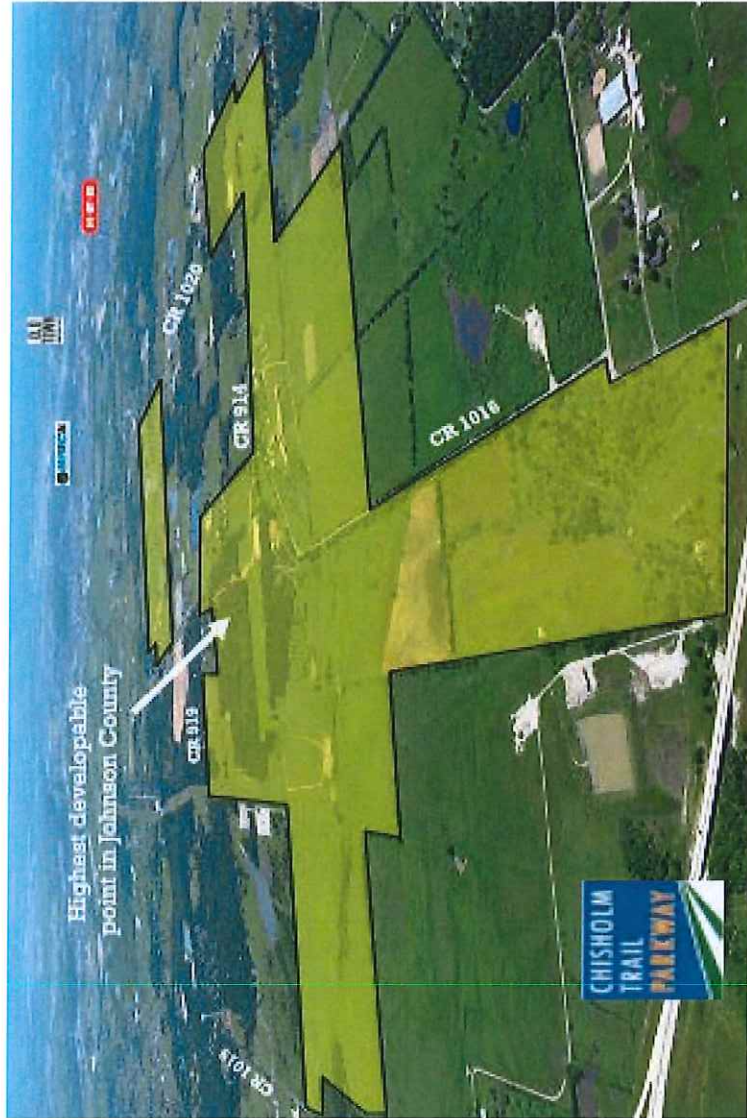


The development team is excited to be a part of the future growth of Burleson and appreciates the work of City staff to put together the best project possible.

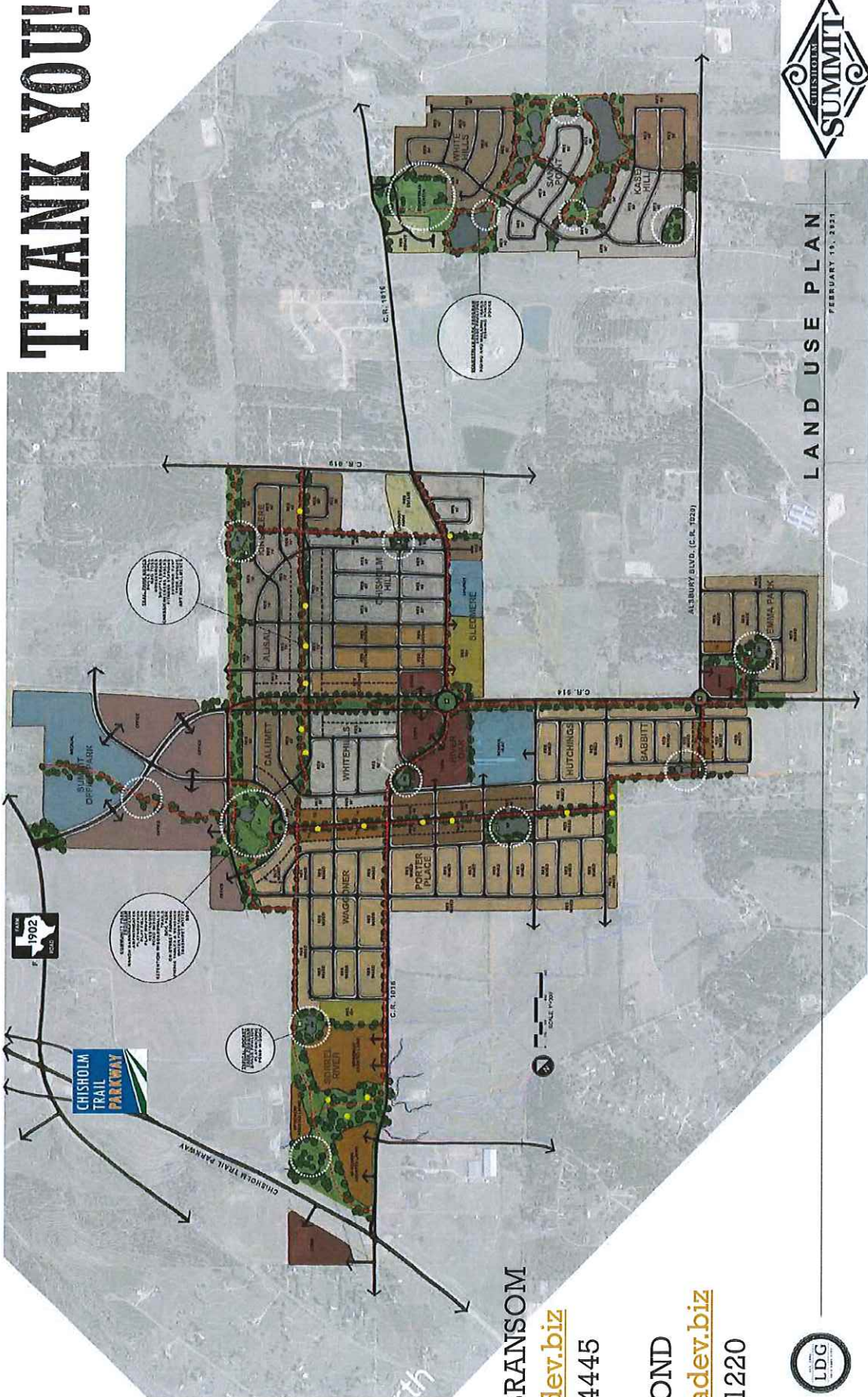
We are grateful to continue working together toward all the necessary entitlements to see Chisholm Summit come to fruition.



Item A.



THANK YOU!



LAND USE PLAN  
FEBRUARY 15, 2021

ROCKY BRANSOM  
[rw@radev.biz](mailto:rw@radev.biz)  
 817-480-4445

JUSTIN BOND  
[justin@radev.biz](mailto:justin@radev.biz)  
 817-880-1220



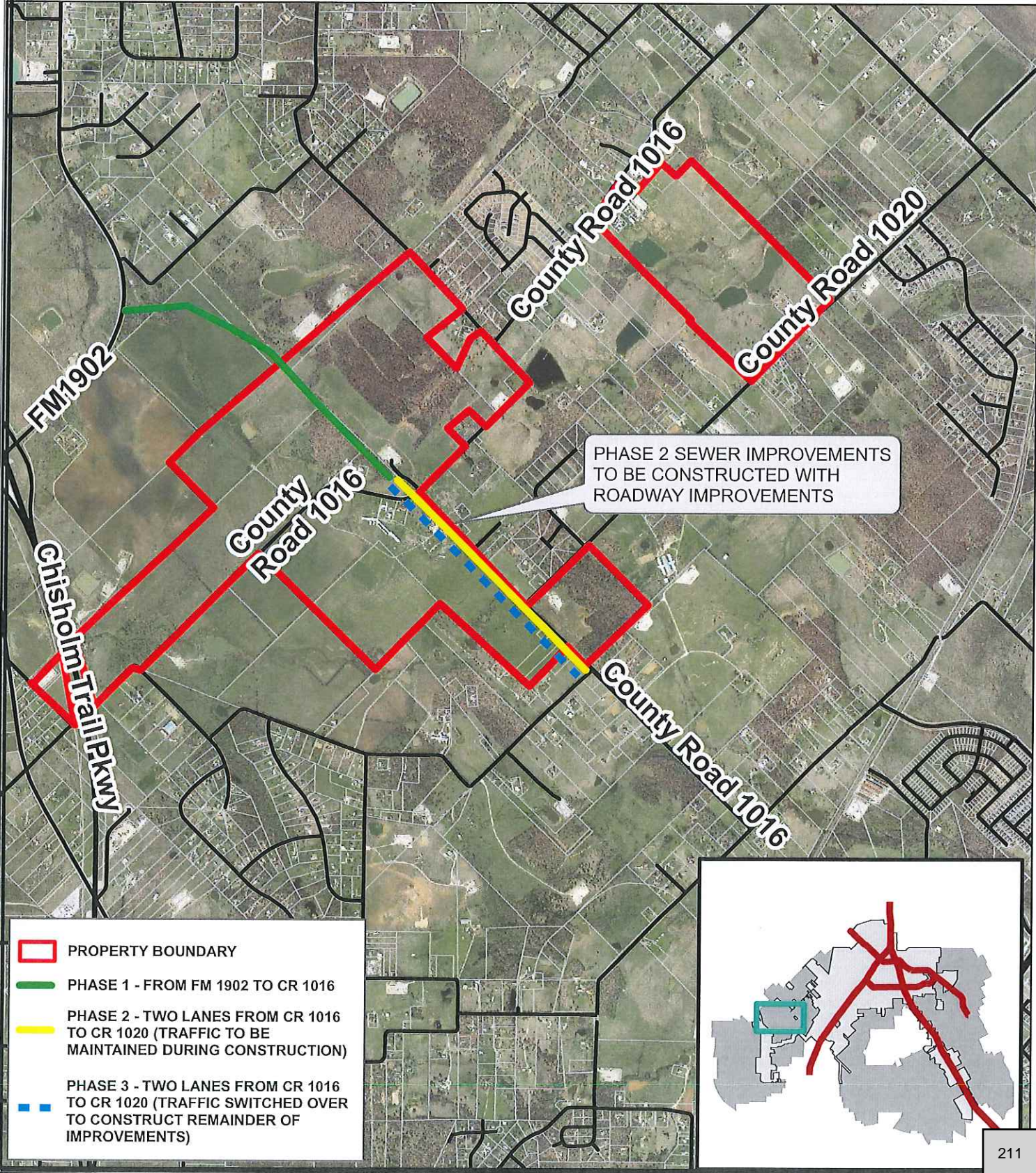
Exhibit D  
Parks and Trails Plan





Exhibit E  
Roadway Improvements

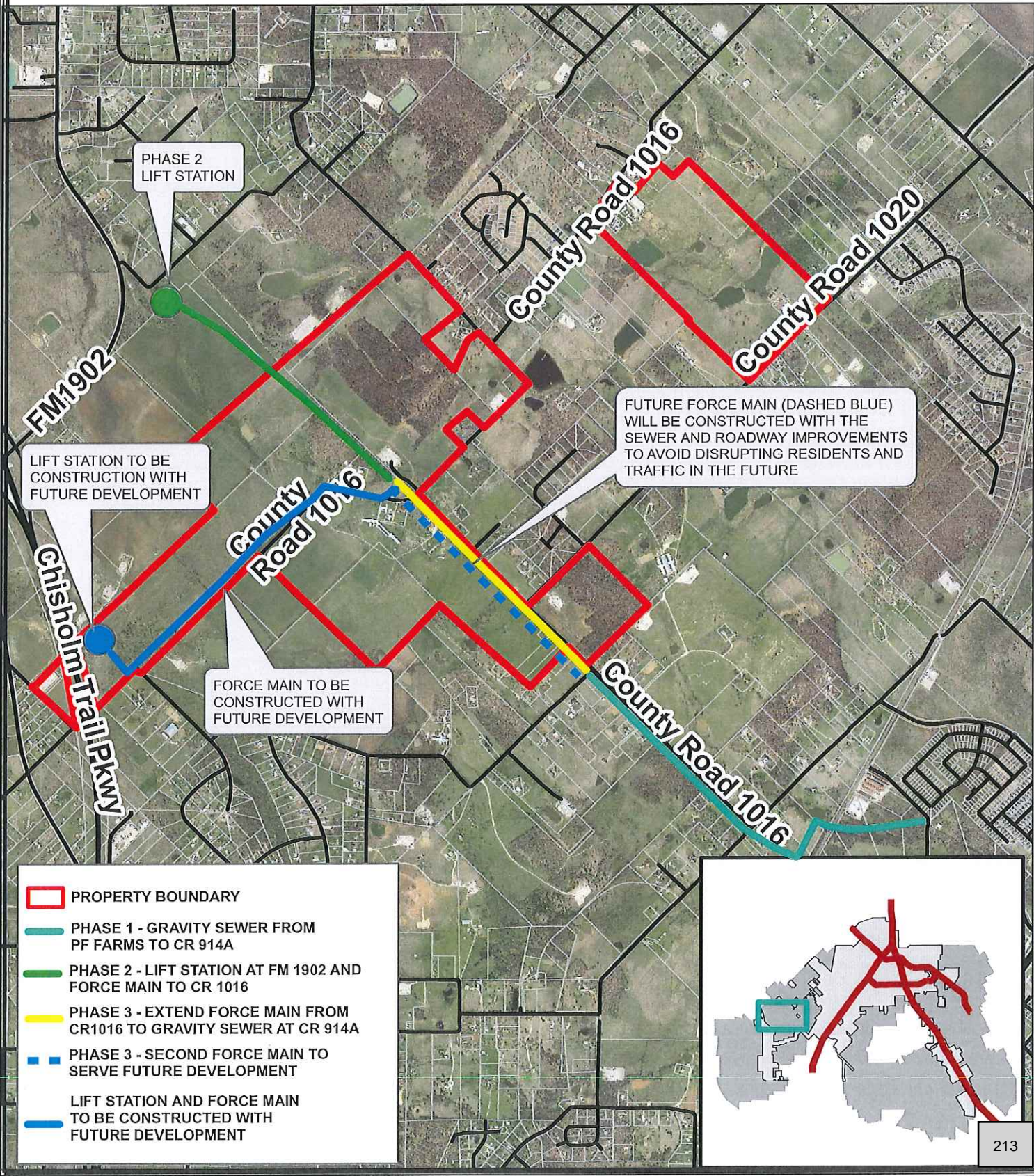
# EXHIBIT E ROADWAY IMPROVEMENTS









# Exhibit F

## Sewer Improvements

# EXHIBIT F SEWER IMPROVEMENTS



-  PROPERTY BOUNDARY
-  PHASE 1 - GRAVITY SEWER FROM PF FARMS TO CR 914A
-  PHASE 2 - LIFT STATION AT FM 1902 AND FORCE MAIN TO CR 1016
-  PHASE 3 - EXTEND FORCE MAIN FROM CR1016 TO GRAVITY SEWER AT CR 914A
-  PHASE 3 - SECOND FORCE MAIN TO SERVE FUTURE DEVELOPMENT
-  LIFT STATION AND FORCE MAIN TO BE CONSTRUCTED WITH FUTURE DEVELOPMENT

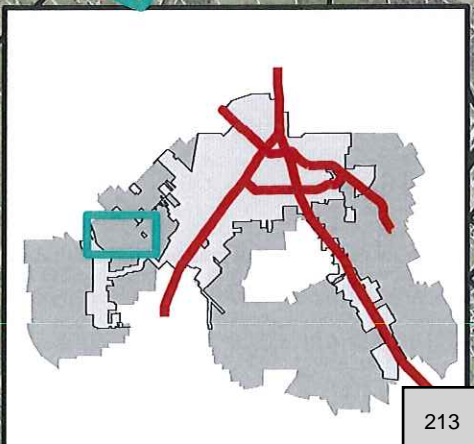
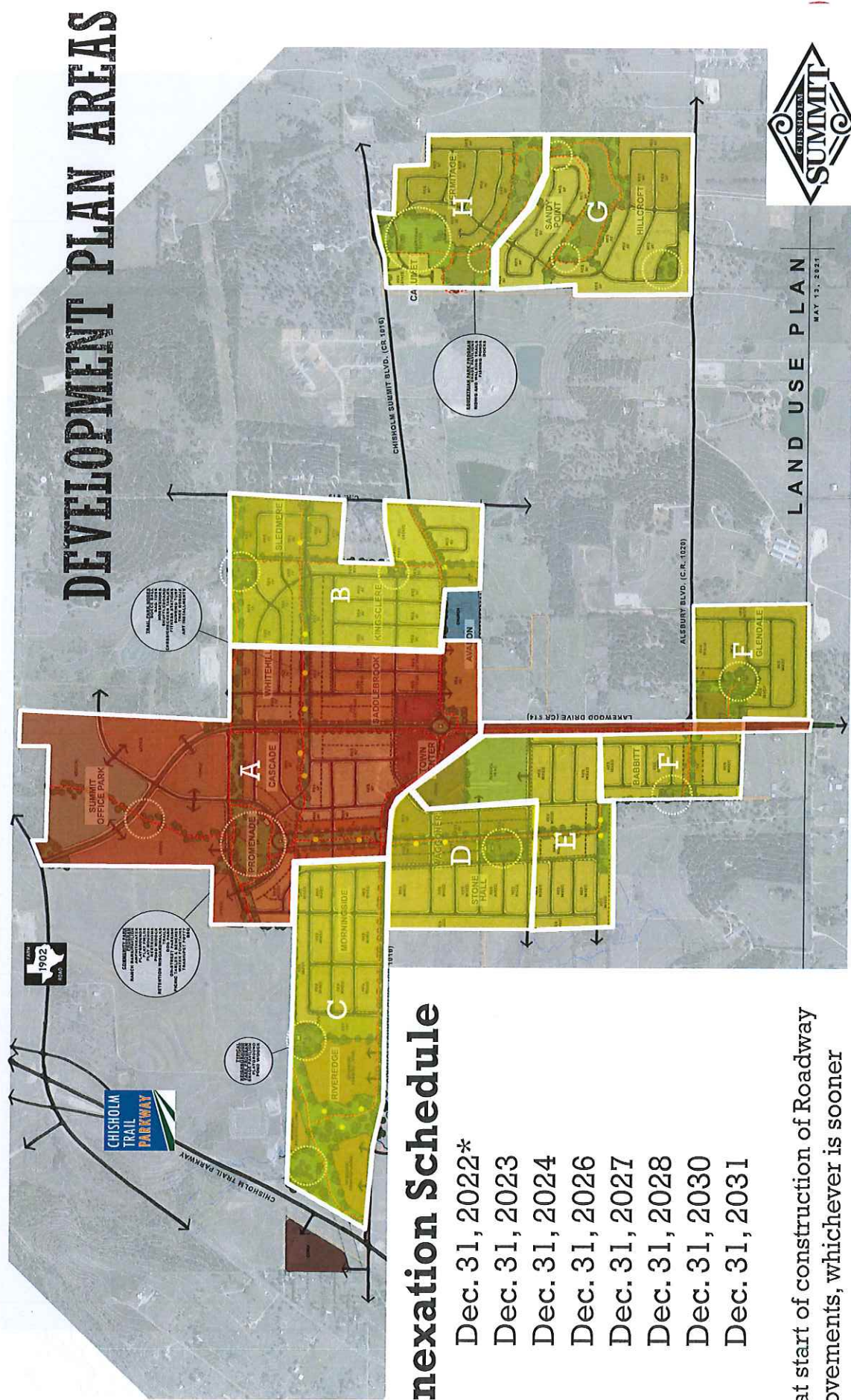


Exhibit G  
Annexation Plan/Development Sections



LAND USE PLAN  
MAY 13, 2024

### Annexation Schedule

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

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

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## Planning & Zoning Commission Meeting

**DEPARTMENT:** Development Services

**FROM:** Emilio Sanchez, Development Services Assistant Director

**MEETING:** April 9, 2024

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**SUBJECT:**

Lumberyard at 137 S. Wilson Street (Case 24-041): Hold a public hearing and consider a recommendation of approval of a resolution for a commercial site plan amendment with a waiver to Section 132-115; Accessory building and structure yard regulations. (*Staff Contact: Emilio Sanchez, Development Services Assistant Director*)

**SUMMARY:**

On February 5, 2024, an application was submitted by Derek Scheler (applicant), on behalf of Richard Nash (owner), for a commercial site plan with a waiver to allow for the installation of a detached accessory structure (concert stage) in front of the primary structure at 137 S. Wilson St.

The subject property has an existing outdoor patio area that is approximately 0.10 acre, with synthetic turf and picnic tables. The applicant would like to install a permanent outdoor stage in the patio area for live music. The rear yard is inaccessible as an outdoor patio due to the limited depth of the area as the existing kitchen and storage buildings for the Lumberyard Bar and Patio Grill.

According to the Zoning Ordinance Sec. 132-115 Accessory, buildings and structures yard regulations. Detached accessory structures shall be located in the area defined as the rear yard.

**RECOMMENDATION:**

Approval of a recommendation of a resolution allowing for the commercial site plan with waiver.

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

**REFERENCE:**

<https://ecode360.com/39939366#39939366>

**FISCAL IMPACT:**



None

**STAFF CONTACT:**

Emilio Sanchez  
Development Services Assistant Director  
[esanchez@burlesontx.com](mailto:esanchez@burlesontx.com)  
817-426-9686

# Lumberyard Commercial Site Plan Waiver



## Location:

- 137 S Wilson Street
- 0.30 acres

## Applicant:

- Derek Scheler

## Item for approval:

- Commercial Site Plan amendment with waiver to allow for a detached accessory buildings and structures yard regulations Waiver (24-041)

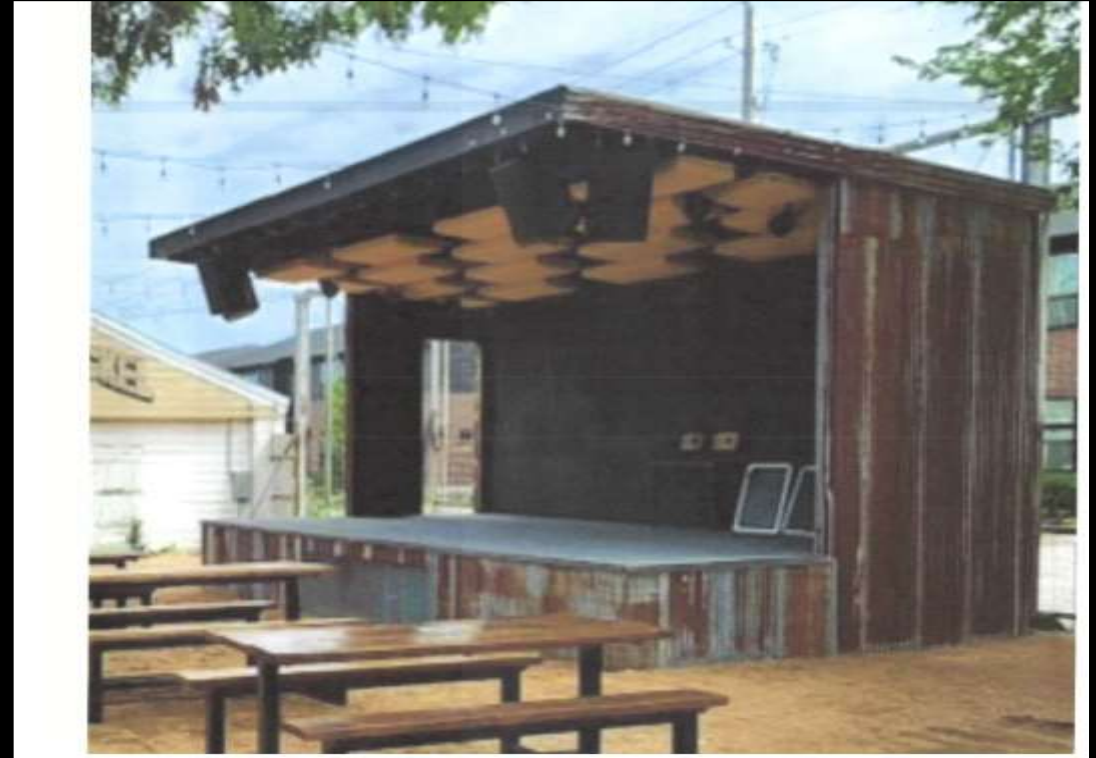


# Lumberyard Commercial Site Plan Waiver



## Background

The Lumberyard is requesting a Commercial Site Plan amendment with a waiver to allow for the construction of a detached accessory structure (outdoor stage) that will be placed in front of the main building.



# Lumberyard Commercial Site Plan Waiver

Item B.



## Request

- Allow for a Commercial Site Plan amendment with a waiver to allow for the construction of an accessory structure in front of the primary structure.

## Waiver Summary

*Sec. 132-115 Accessory buildings and structure yard regulations: (a): Front Yard. Attached accessory buildings or structures shall have a front yard not less than the main building. **Detached accessory buildings or structures shall be located in the area defined as the rear yard.***



# Lumberyard Commercial Site Plan Waiver



## Staff Recommendation

Staff recommends approval of a resolution for a Commercial Site Plan amendment with a waiver to allow a detached accessory structure in front of the main building located at 137 S. Wilson Street as proposed by the applicant.

- The rear yard of the property is not conducive for an outdoor patio.
- The analysis determined that the additional runoff generated by the detached accessory structure would not cause adverse effects offsite or downstream.



## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A WAIVER TO APPENDIX B, ARTICLE V, SUPPLEMENTAL REGULATIONS, TO ALLOW FOR THE INSTALLATION OF A DETACHED ACCESSORY STRUCTURE IN FRONT OF THE MAIN BUILDING AT 137 S. WILSON STREET.**

**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**, Appendix B, Article V, Supplemental Regulations, Chapter 132, General yard requirements, Section 132-115, Accessory building and structures yard regulations, of the City of Burleson Code of Ordinances (2005) purpose is to establish zoning regulations and districts in accordance with a the city's comprehensive land use plan in order to promote the health, safety, morals and the general welfare of the city.; and

**WHEREAS**, on February 5, 2024, an application was submitted by Derek Scheler requesting a Commercial Site Plan with a waiver to allow for the installation of a detached accessory structure in front of the main building at 137 S. Wilson Street (Case 24-041), and

**WHEREAS**, on April 09, 2024, the Planning and Zoning Commission made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and made a recommendation of approval of the proposed Commercial Site Plan with waiver; and

**WHEREAS**, on April 15, 2024, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

**WHEREAS**, the City Council finds and determines that there are individual circumstances, such as the presence of existing facilities or unusual topography, that limit the applicant's ability to comply with the supplemental regulations; and

**WHEREAS**, the City Council finds and determines the conditions attached to the waiver, if any, are necessary to achieve the purpose of Appendix B, Article V of Chapter 132 of the City of Burleson Code of Ordinances.

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

#### **Section 1.**

City Council hereby grants a waiver to Section 132-115(a) of Article V, Supplemental Regulations, of Appendix B, Zoning, of the City of Burleson Code of Ordinances (2005) to allow for the installation of a detached accessory structure in front of the main building at 137 S. Wilson Street as specified in the Commercial Site Plan attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Appendix B, Zoning, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the detached accessory structure at 137 S. Wilson Street.

**Section 2.**

This resolution shall take effect immediately from and after its passage.

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

### EXHIBIT "A"

