
Tuesday, October 11, 2022
6:30 PM

City Hall - 141 W. Renfro
Burleson, TX 76028

1. Call to Order

Invocation

Pledge of Allegiance

2. Citizen Appearances

Other than public hearings, citizens in attendance who desire to speak to the Planning and Zoning Commission may speak during this section. Each person will be allowed three (3) minutes to speak and will not be interrupted by the Commission or staff. If you would like to speak, please fill out a speaker card and give the completed card to the City staff prior to addressing the Commission. Please note that the Commission may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Commission from deliberating or taking action on an item not listed on the agenda. Please also note that speakers who desire to speak on an item listed for public hearing will address the Commission during the public hearing and consideration of that particular agenda item.

3. Reports and Presentations

A. Discuss and receive an update on the City of Burleson Boards and Commissions. (Staff contact: Amanda Campos, City Secretary)

4. 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. Approve the minutes from September 27, 2022 Planning & Zoning Commission meeting.

5. Public Hearing

A. **The Reserve at 5828 Conveyor Dr (Case 22-071):** Hold a public hearing and consider approval of an ordinance for a zoning change request from defaulted "A", Agriculture, to "SFE" Single-family Estate dwelling district for a single-family gated community.

B. **Ordinance Modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case 22-124):** Hold a public hearing and consider an ordinance amendment to add "restaurant or

cafeteria (drive through type)" to the list of allowable uses with a specific use permit, with conditions within the Old Town Overlay District.

- C. 3321 John Jones (Case 22-135):** Hold a public hearing and consider a waiver to Section 5.1.a "Street and right-of-way basic policies" of the Design Standards Manual for the design criteria for streets within the Sherwood Forest Subdivision. (Staff Presenter: Travis Attanasio, Senior Civil Engineer)

6. Community Interest 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

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:

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.

Pursuant to Sec 551.087 Deliberation regarding Economic Development Negotiations The Planning and Zoning Commission may discuss or deliberate regarding commercial or financial information received from a business prospect that the City Of Burleson seeks to have locate, stay or expand in or near the City and which the City is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect; particularly, discussion with economic development specialist regarding potential economic incentive agreement for development of real property.

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 7th of October 2022, 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.

Planning & Zoning Commission Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: October 13, 2022

SUBJECT:

Discuss and receive an update on the City of Burleson Boards and Commissions. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

Discuss and receive an update on the City of Burleson Boards and Commissions.

OPTIONS:

N/A.

RECOMMENDATION:

N/A.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665



Department Memo

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Peggy Fisher, Administrative Assistant Sr.

MEETING: October 11, 2022

SUBJECT:

Approve the minutes from September 27, 2022 Regular Session of the Planning & Zoning Commission meeting.

SUMMARY:

Minutes from the September 27, 2022 Regular Session of the Planning & Zoning Commission meeting.

OPTIONS:

Approve as presented

RECOMMENDATION:

Approve the minutes from the September 27, 2022 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
817-426-9611

PLANNING AND ZONING COMMISSION

September 27, 2022
MINUTES

Roll Call

Commissioners Present

Kason Mobley
Dan Taylor
Adam Russell
Bill Janusch
Michael Tune

Commissioners Absent

Jason Morse
Chris Dyer

Staff

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

REGULAR SESSION

1. Call to Order – 6:30 PM

Invocation – Adam Russell

Pledge of Allegiance

2. Citizen Appearance

None

3. Consent Agenda

- A. Approve the minutes from September 13, 2022 Planning and Zoning Commission meeting.**
- B. Final Plat of Parks at Panchasarp Farms Phase 3A and 3B, containing 152 residential lots and 10 non-residential lots, located southeast of the intersection of County Road 1021 and Wicker Hill Road with an approximate address of 715 Wicker Hill Road within the City of**

Burleson. (Case 22-056): Consider approval of a Final Plat for Parks at Panchasarp Farms Phase 3A & 3B.

- C. Replat of Oakview Farms Addition, Lots 7R, 8R-1 and 8R-2, located directly north of Forgotten Lane with an approximate address of 617 Forgotten Lane, within the Extraterritorial Jurisdiction of the City of Burleson. (Case 22-111):** Consider approval of a Replat for Oakview Farms Addition.

Motion made by Commissioner Dan Taylor and second by Commissioner Adam Russell to approve the consent agenda.

Motion passed, 5-0. Commissioners Jason Morse and Chris Dyer were absent.

4. Public Hearing

- A. Chisholm Summit at 9517 CR 1016 (Case 22-093):** Hold a public hearing and consider a zoning change request from defaulted "A", Agriculture, to "PD" Planned Development District for properties addressed as 9517 CR 1016 for the Chisholm Summit master-planned community.

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

Commission Chairman Kason Mobley opened the public hearing at 6:41 p.m.

Commission Chairman Kason Mobley closed the public hearing at 6:41 p.m.

Motion made by Commissioner Adam Russell and second by Commissioner Dan Taylor to approve.

Motion passed, 5-0. Commissioners Jason Morse and Chris Dyer were absent.

5. Reports and Presentations

Tony McIlwain, Director Development Services, addressed the commissioners and thanked Kason Mobley for his years of service to the Planning and Zoning Board as the Chairman.

6. Other Items for Consideration

Nomination and Election of Planning and Zoning Commission Vice Chairman.

Motion made by Commissioner Adam Russell and second by Commissioner Dan Taylor to nominate Michael Tune as Commission Vice Chairman.

Motion passed, 5-0. Commissioners Jason Morse and Chris Dyer were absent.

7. Community Interest Items

None

8. 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. Pursuant to Sec 551.087 Deliberation regarding Economic Development Negotiations The Planning and Zoning Commission may discuss or deliberate regarding commercial or financial information received from a business prospect that the City Of Burleson seeks to have locate, stay or expand in or near the City and which the City is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect; particularly, discussion with economic development specialist regarding potential economic incentive agreement for development of real property.**

Adjourn.

There being no further business Chair Kason Mobley adjourned the meeting.

Time – 6:45PM

Peggy Fisher
Administrative Assistant
Recording Secretary

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Lidon Pearce, Senior Planner

MEETING: October 11, 2022

SUBJECT:

The Reserve at 5828 Conveyor Dr (Case 22-071): Hold a public hearing and consider approval of an ordinance for a zoning change request from defaulted "A", Agriculture, to "SFE" Single-family Estate dwelling district for a single-family gated community.

SUMMARY:

On March 21, 2022, an application was submitted by Mark Webb representing Webb Consulting Group on behalf of the owner (Sanjit Bhattacharya) for a zoning change request of approximately 236.36 acres for a single-family residential development.

Development Overview:

The property is currently in the ETJ and consists of several tracts of land that there are part of previously approved Development Agreements (attached as Exhibit 4) and subject to annexation. Upon approval of annexation Case 22-073 by City Council, 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 November 14, 2022. The applicant has requested to zone the property to SFE, Single-family Estate dwelling district upon approval of the annexation request. The applicant has also submitted a preliminary plat showing 199 single-family lots with a minimum lot size of one acre, as well as two open space lots that conform to the requested zoning district. Land uses and site development will occur in accordance with City of Burleson Code of Ordinances and the "SFE" Single-family Estate dwelling district zoning.

Zoning and Land Use Table

	Zoning	Use
Subject Site	ETJ, Development Agreement	Undeveloped
North	ETJ	Residential and undeveloped
East	ETJ	Residential and undeveloped
South	ETJ	Residential and undeveloped
West	ETJ	Residential and undeveloped

This site is designated in the Comprehensive Plan as Future Development.

Uses will be evaluated in these areas with updates based on local/regional trends, annexation rules/policies, and available infrastructure.

Staff supports a zoning change request to SFE, Single-family estate dwelling district based on the applicant proposing one acre lots which is also the minimum lot size for residential development in the ETJ. Additionally, the applicant is proposing on-site septic and privately maintained roads which is in alignment with current infrastructure for the area.

Engineering:

Prior to development of the site, platting and engineering reviews will be required. The applicant is proposing to develop the site with septic (OSSF), as well as privately maintained streets.

OPTIONS:

- 1) Recommend approval of an ordinance for a zoning change request subject to annexation; or
- 2) Recommend denial of the ordinance for a zoning change request

RECOMMENDATION:

Recommend to City Council approval of an ordinance for a zoning change request from defaulted "A", Agriculture, to "SFE" Single-family Estate dwelling district; subject to City Council approval of annexation request (Case 22-073).

Fiscal IMPACT:

None.

STAFF CONTACT:

Lidon Pearce
Senior Planner
lpearce@burlesontx.com
817-426-9649

The Reserve – 5828 Conveyor Dr

Item A.

Location:

- 5828 Conveyor Dr
- 236.36 acres

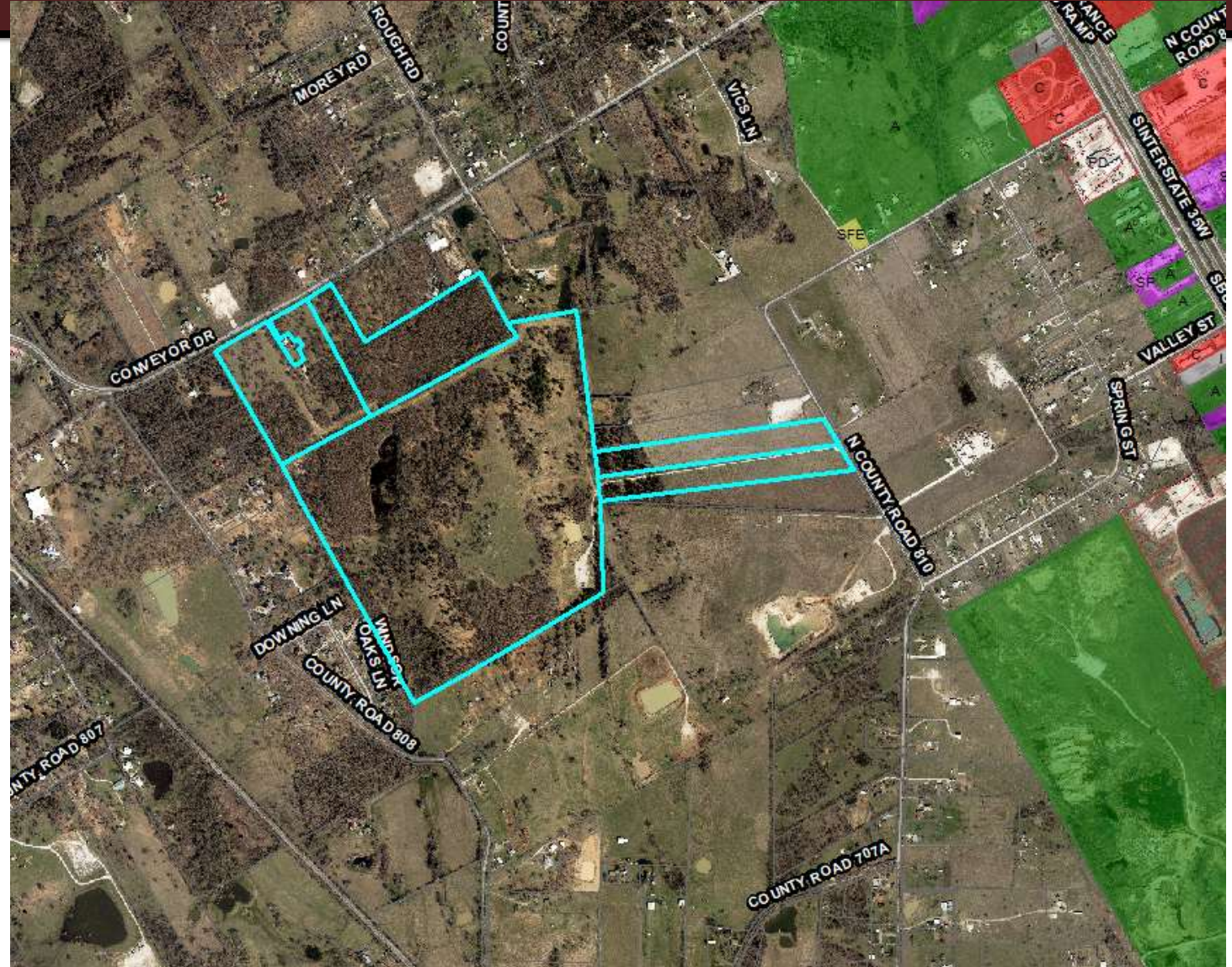
Applicant:

Mark Webb

Sanjit Bhattacharya

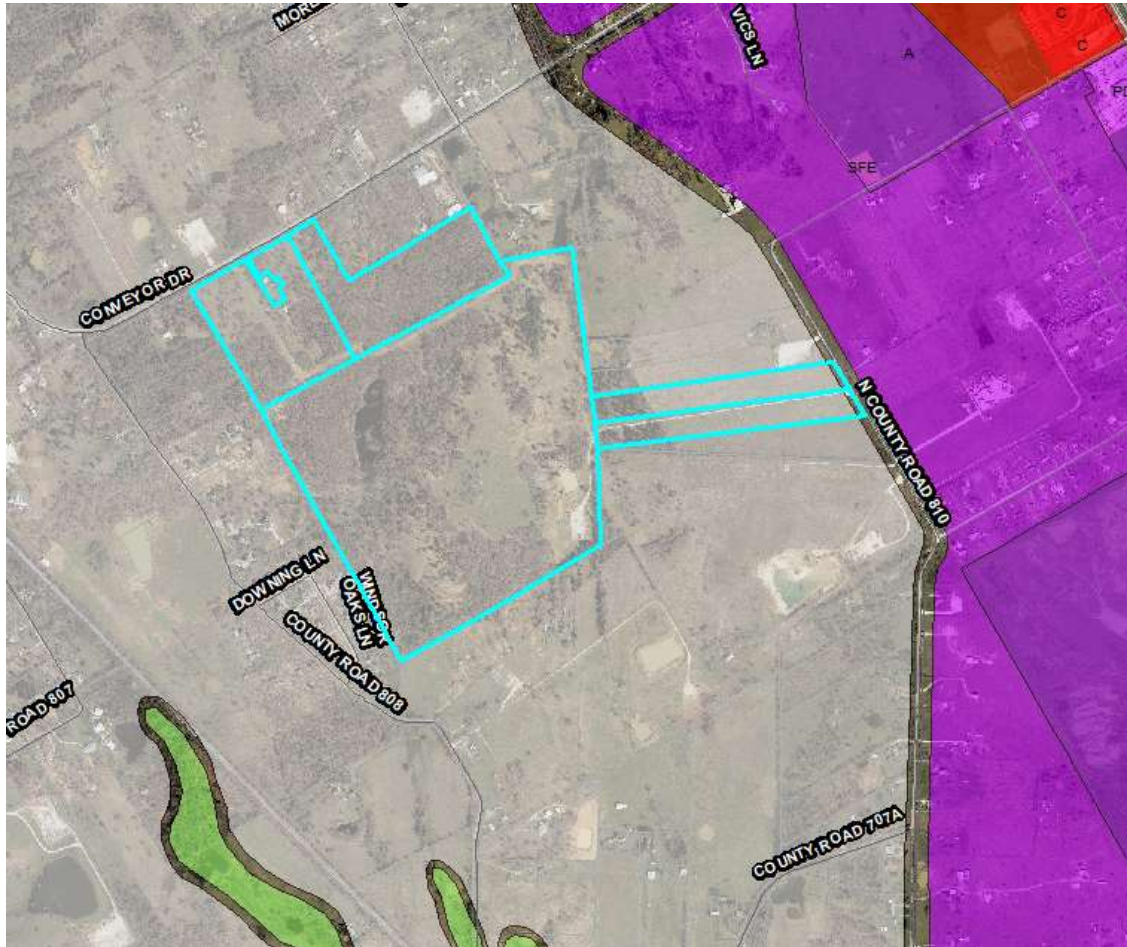
Item for approval:

Zoning Change (Case22-071)



Comprehensive Plan

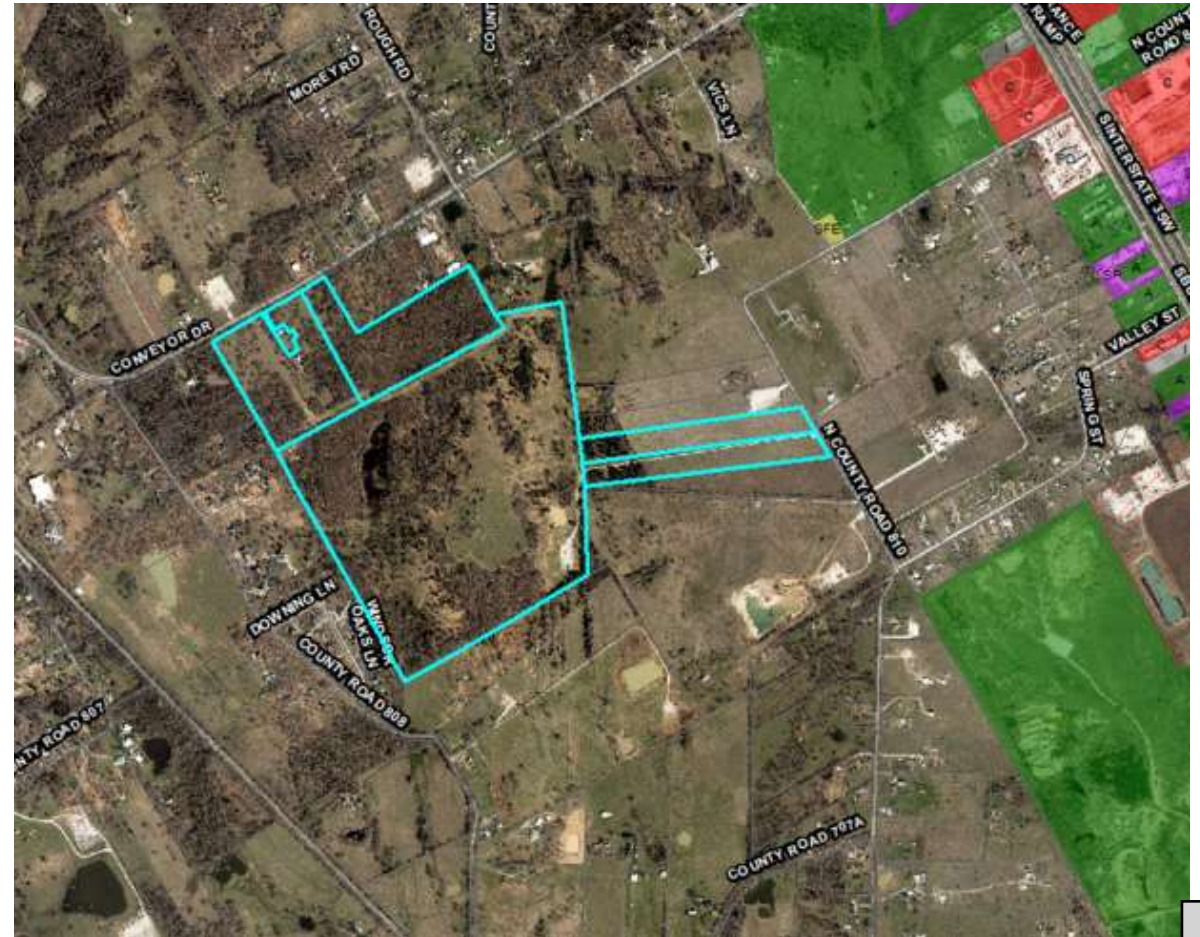
Future Development



Zoning

Item A.

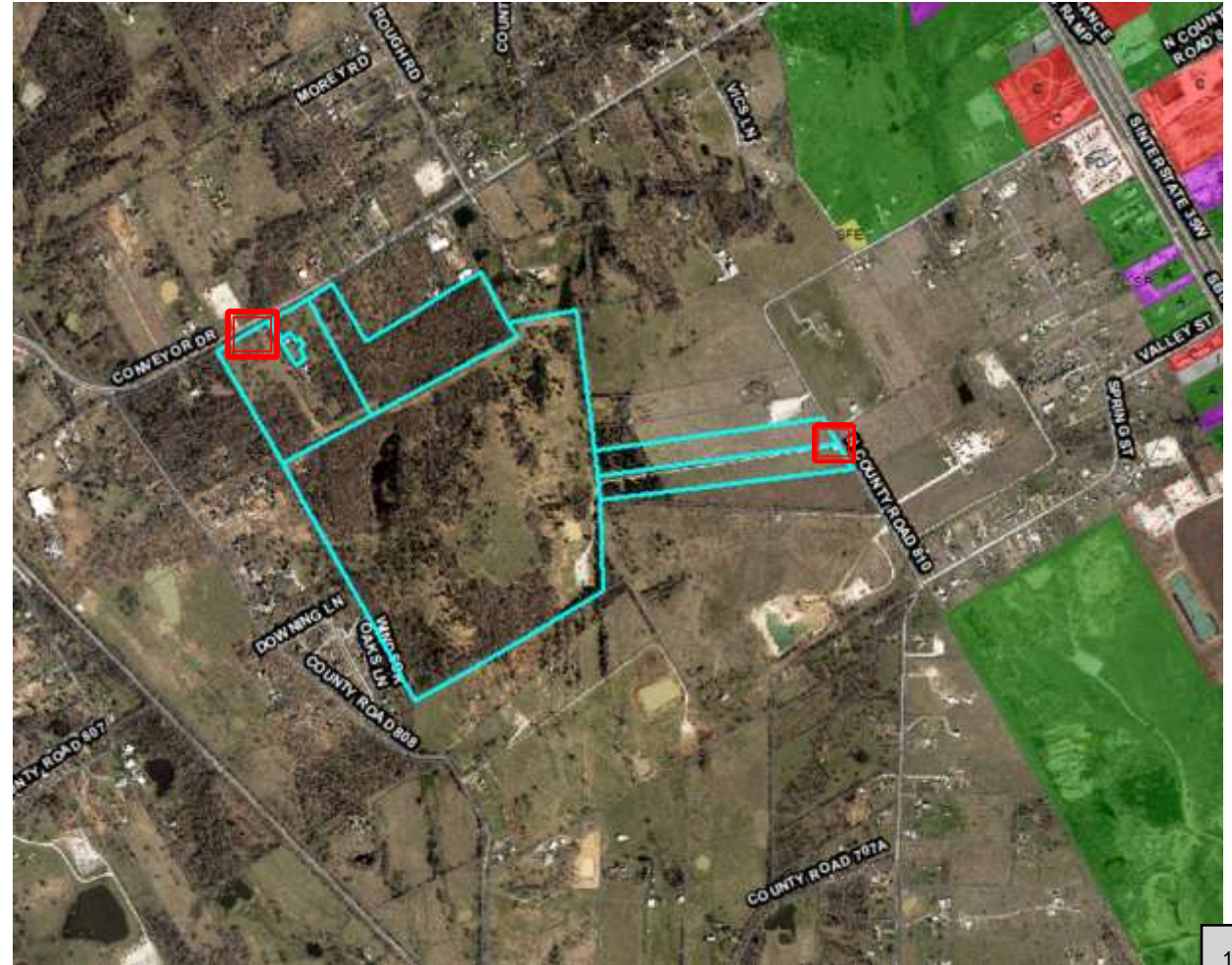
N/A – ETJ
Defaults to AG upon annexation



The Reserve – 5828 Conveyor Dr

Item A.

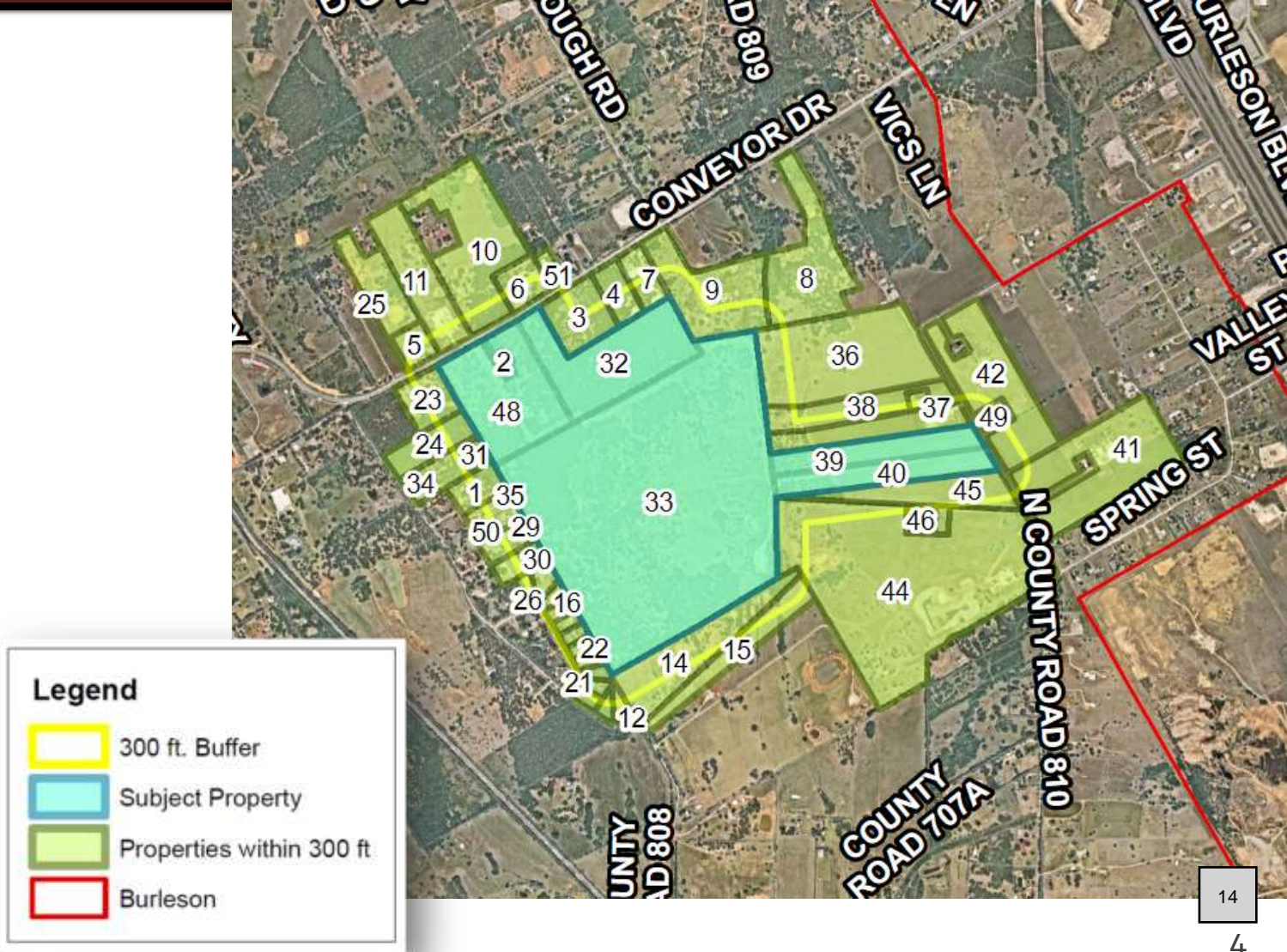
- Site will conform to SFE, Single-family Estate dwelling district standards (minimum 1 acre lots)
- Currently proposing 199 lots and 2 open space lots
- Site is proposing access off of FM 917 and CR 810 (shown in red)
- Site will be a gated community with privately maintained streets
- Site will utilize on-site septic (OSSF)



The Reserve – 5828 Conveyor Dr

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

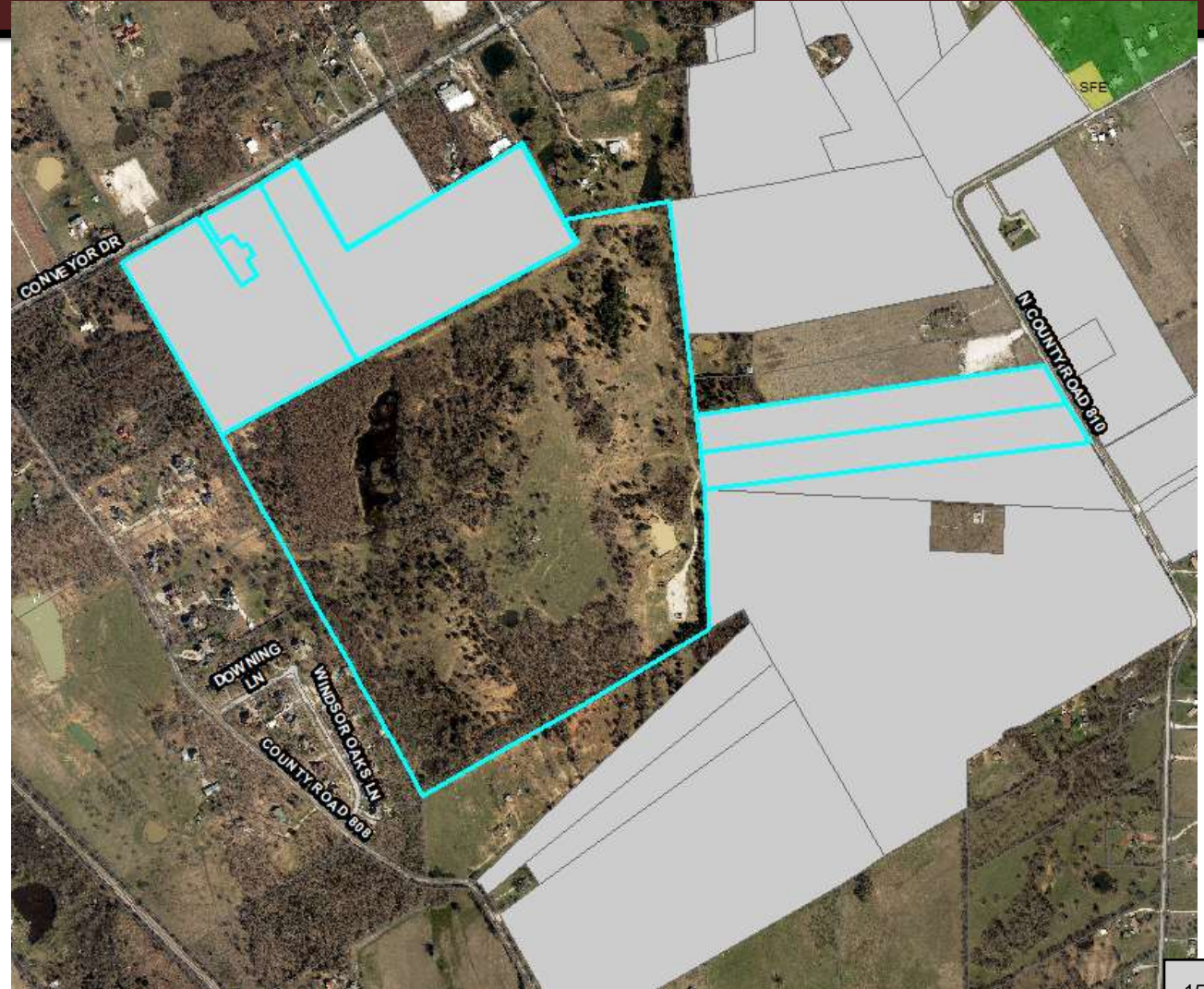
Published in newspaper
Signs Posted on the property



The Reserve – 5828 Conveyor Dr

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request based on:
- Applicant is proposing one acre lots with private streets and on site septic
- Several tracts under development agreements (shown in gray)



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMMENDIING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 226.363 ACRES TOTAL; DESCRIBED IN THE H.R. McCLURE SURVEY, ABSTRACT NO. 587, JOHNSON COUNTY, TEXAS, BEING TRACTS OF LAND CONVEYED IN DEEDS RECORDED IN INSTRUMENT NO. 2021-36960, INSTRUMENT NO. 2021-36997, AND THE DEED RECORDED IN VOLUME 2704, PAGE 481, D.R.J.C.T, CITY OF BURLESON ETJ, JOHNSON COUNTY, TEXAS FROM THE DEFAULTED “A” AGRICULTURE TO “SFE” SINGLE FAMILY ESTATE DWELLING 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, 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, an application for a zoning change was filed by the Mark Webb on March 21, 2022, under Case Number 22-071; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with

Section 2-4 of the Code of Ordinances of the City of Burleson; and

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

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

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 the A Agricultural district to the SFE, Single-family Estate dwelling district.

SECTION 2 CUMULATIVE CLAUSE

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 3 SEVERABILITY CLAUSE

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 4 PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, 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 5 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as provided bylaw.

PASSED AND APPROVED

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

Chris Fletcher, Mayor
City of Burleson

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY

E. Allen Taylor, Jr., City Attorney

EXHIBIT A**Metes and Bounds**

A TRACT OF LAND SITUATED IN THE H.R. McCLURE SURVEY, ABSTRACT NO. 587, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 26.852 ACRE TRACT OF LAND AND ALL OF THAT CERTAIN 26.756 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-36960 DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND ALONG WITH ALL OF THAT CERTAIN 148.704 ACRE TRACT OF LAND AND ALL OF THAT CERTAIN 11.539 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-36997, D.R.J.C.T., TOGETHER WITH ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO JESSE J. CROPP AND GALA L. CROPP IN THAT DEED RECORDED IN VOLUME 2704, PAGE 481, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY NO. 917 (80' R-O-W) AT THE MOST WESTERLY CORNER OF SAID 26.852 ACRE TRACT;

THENCE N 61°03'15" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 959.71 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE MOST NORTHERLY CORNER OF SAID 26.852 ACRE TRACT AND THE MOST WESTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE N 61°00'57" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 55.31 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 5769.65 FEET, WHOSE LONG CHORD BEARS N 60°05'43" E, 219.42 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID NORTHWESTERLY LINE WITH SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 02°10'45", AN ARC LENGTH OF 219.43 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE MOST NORTHEASTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE S 29°12'55" E ALONG THE NORTH LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 616.36 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 58°59'36" E CONTINUING ALONG THE NORTH LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 1247.75 FEET TO A 60D NAIL FOUND IN THE SOUTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO WILLIAM E. GOODSPEED, JR. IN THAT DEED RECORDED IN VOLUME 1854, PAGE 983, D.R.J.C.T., AT THE MOST NORTHEASTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE S 28°01'30" E ALONG SAID SOUTHWESTERLY LINE AND THE NORTHEASTERLY LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF

527.17 FEET TO A 80D NAIL FOUND AT THE MOST SOUTHERLY CORNER OF SAID GOODSPEED TRACT;

THENCE ALONG THE SOUTHERLY LINE OF SAID GOODSPEED TRACT N 79°29'04" E, A DISTANCE OF 675.25 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE NORTHEASTERLY CORNER OF SAID 152.58 ACRE TRACT;

THENCE LEAVING SAID SOUTHERLY LINE S 08°05'17" E ALONG THE EASTERLY LINE OF SAID 148.704 ACRE TRACT, A DISTANCE OF 1350.94 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF A THAT TRACT OF LAND CONVEYED TO JESSE J. CROPP AND GALA L. CROPP IN VOLUME 2704, PAGE 481, D.R.J.C.T.;

THENCE N 80°52'29" E ALONG THE NORTH LINE OF SAID CROPP TRACT, A DISTANCE OF 2127.98 FEET PASSING A 3/8" IRON ROD FOUND FOR A TOTAL DISTANCE 2152.88 TO A PK NAIL SET IN COUNTY ROAD 810 (VARIABLE R-O-W);

THENCE ALONG SAID COUNTY ROAD 810, ALONG THE EASTERLY LINE OF SAID CROPP TRACT AND THE EASTERLY LINE OF SAID 12.5 ACRE TRACT S 30°24'26" E, A DISTANCE OF 532.83 FEET TO A PK NAIL SET AT THE SOUTHEASTERLY CORNER OF SAID 11.539 ACRE TRACT;

THENCE LEAVING SAID COUNTY ROAD 810 ALONG THE SOUTHERLY LINE OF SAID 11.539 ACRE TRACT S 82°21'21" W, AT A DISTANCE OF 24.77 FEET PASSING A 3/8 INCH IRON ROD FOUND, FOR A TOTAL DISTANCE 2357.27 FEET TO A 1/2 INCH IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE SOUTHWESTERLY CORNER SAID 11.539 ACRE TRACT;

THENCE ALONG THE WESTERLY LINE OF SAID TRINITA LAND AND CATTLE COMPANY, LLC TRACT AND THE EASTERLY LINE OF SAID 148.704 ACRE TRACT S 05°21'07" E, A DISTANCE OF 822.15 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO JANELLA B. SCOTT IN THAT DEED RECORDED IN VOLUME 2491, PAGE 332, D.R.J.C.T. AT THE MOST EASTERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE ALONG SAID NORTHWESTERLY LINE AND THE SOUTHEASTERLY LINE OF SAID 148.704 ACRE TRACT S 60°00'52" W, A DISTANCE OF 2039.98 FEET TO A 3/4 INCH IRON ROD FOUND IN THE NORTHEASTERLY LINE OF LOT 12, BLOCK 2, DEVONSHIRE VILLAGE, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 232, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.), FOR THE MOST SOUTHERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 148.704 ACRE TRACT AND ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 2, AND ALONG THE NORTHEASTERLY LINE OF BLOCK 1, HUNTINGTON MANOR, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 609, P.R.J.C.T., N 29°28'32" W, A DISTANCE OF 2518.50 FEET TO A 1/2" IRON ROD SET WITH

A CAP STAMPED

"RPLS 5544" AT THE MOST WESTERLY CORNER OF SAID 148.704 ACRE TRACT FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 61°46'49" E, 4.15 FEET;

THENCE N 29°35'33" W ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 122.43 FEET TO A 5/8" IRON ROD FOUND;
THENCE N 32°01'35" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 291.87 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 31°39'56" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 170.20 FEET TO A 3/8" IRON ROD FOUND;

THENCE N 29°36'24" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 644.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 226.363 ACRES OF LAND, MORE OR LESS.

Johnson County
Becky Ivey
County Clerk
Cleburne 76033



70 2016 00018163

Instrument Number: 2016-18163

As

Recorded On: July 29, 2016

Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	50.00
Total Recording:	50.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-18163

Receipt Number: 69470

Recorded Date/Time: July 29, 2016 01:40:36P

User / Station: A Long - CCL13

Record and Return To:

CITY OF BURLESON

PICKING UP

ATTN: PEGGY FISHER

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.172 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and **7 C S INVESTMENTS LLC** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.172 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or “force” annexation of the Property (the “guarantee of immunity from annexation”), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city’s limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2. REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City’s regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
 - 1. the Subdivision and Development Ordinance; and
 - 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City’s enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
 - 1. A “residential homestead” as such is defined by Chapter 11 of the Tax Code; and
 - 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City’s written consent. The City’s consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3.

EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") will be through June 20, 2041 provided that the City Manager's (or designee's) signature to this Agreement is completed and acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager

Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. **Applicable Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. **Venue.** Venue for this Agreement shall be in Johnson County, Texas.
- G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

Executed this 5th day of May, 20 16 by Owner.

Owner's Signature(s):

[Signature]

Owner's Printed Name(s):

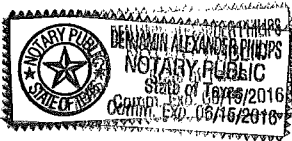
F. WAYNE CABANSAG

STATE OF TEXAS §

COUNTY OF JOHNSON §

Before me, Benjamin Philip S, on this day personally appeared F. Wayne Cabansag, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of May, 2016.



(Notary Seal)

Benjamin Philip S

Notary Public's Signature

Executed this 5th day of May, 2016 by City.

City Representative Signature(s):

[Signature]

City Representative Printed Name:

Kent George

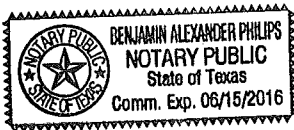
City Representative Title:

Development Project Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

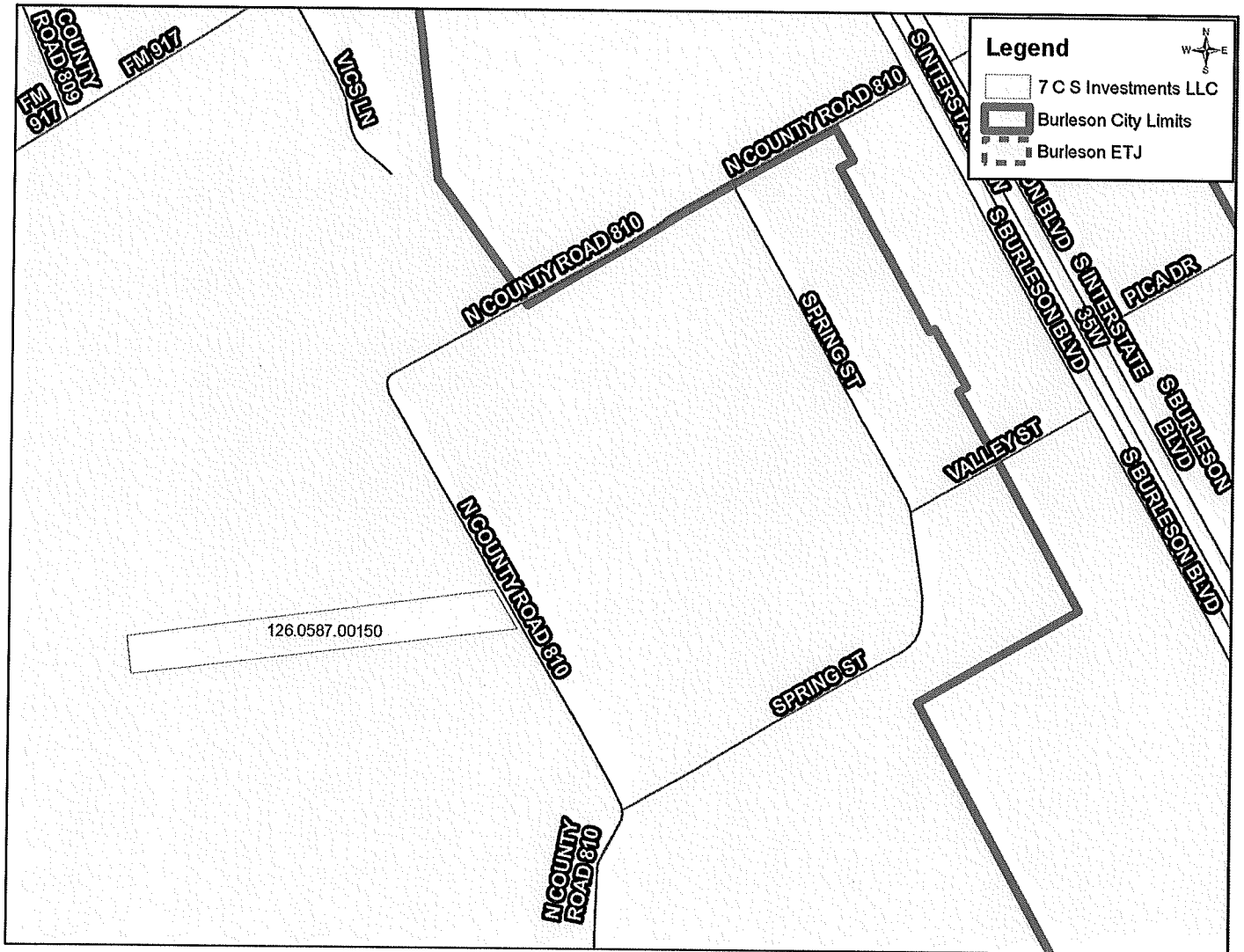
This instrument was acknowledged before me on the 5th day of May, 2016, by
Benjamin Phillips, Economic Development, of the City of Burleson,
(name) (title) Manager
 Texas.



(Notary Seal)

Benjamin Phillips
 Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



14-DA-20

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and CROPP JESSIE AND GALA (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2. REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
 - 1. the Subdivision and Development Ordinance; and
 - 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
 - 1. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; and
 - 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent.

The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3. EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

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- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is ten (10) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
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- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager
Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. **Applicable Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. **Venue.** Venue for this Agreement shall be in Johnson County, Texas.
- G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

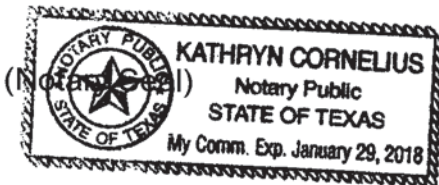
Executed this 12 day of Sept, 2014 by Owner.

Owner's Signature(s): X Jessie J. Cropp X Gala L. Cropp

Owner's Printed Name(s): Jessie J. Cropp Gala L. Cropp

Before me, Kathryn Cornelius, on this day personally appeared Jessie J. Cropp, Gala L. Cropp, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of Sept, 2014.



Kathryn Cornelius
Notary Public's Signature

Executed this 29 day of October, 2014 by City.

City Representative Signature(s): [Signature]

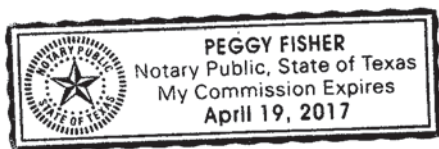
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

Peggy Fisher
Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



Geo Reference	Case Manager	Area	Legal Description	JCCAD Acres	Owner
126.0587.00350	Bond	8	Abstract 587 Tract 16A H R MC Clure	12.50	Cropp Jessie and Gala

Johnson County
Becky Williams
County Clerk
Cleburne 76033

Item A.



70 2014 00024172

Instrument Number: 2014-24172

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	50.00
Total Recording:	50.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24172

Receipt Number: 15580

Recorded Date/Time: November 07, 2014 12:25:55P

User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON

CUSTOMER PICKUP

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

14-DA-54

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and KRYSINSKI LIVING TRUST (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

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- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
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REGULATION OF PROPERTY

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Attn: City Manager
Burleson City Hall
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Burleson, Texas 76028-4261

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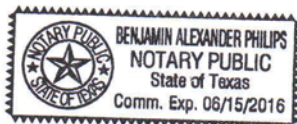
Executed this 9th day of September, 2014 by Owner.

Owner's Signature(s): M. J. Lott

Owner's Printed Name(s): Michael J. Lott

Before me, Benjamin A. Philips, on this day personally appeared Michael J. Lott, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of September, 2014.



(Notary Seal)

Benjamin A. Philips
Notary Public's Signature

Executed this 29 day of October, 2014 by City.

City Representative Signature(s): 

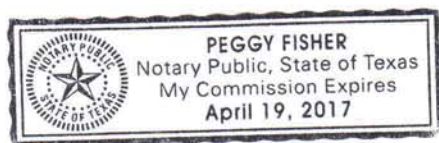
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager, of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

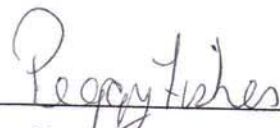
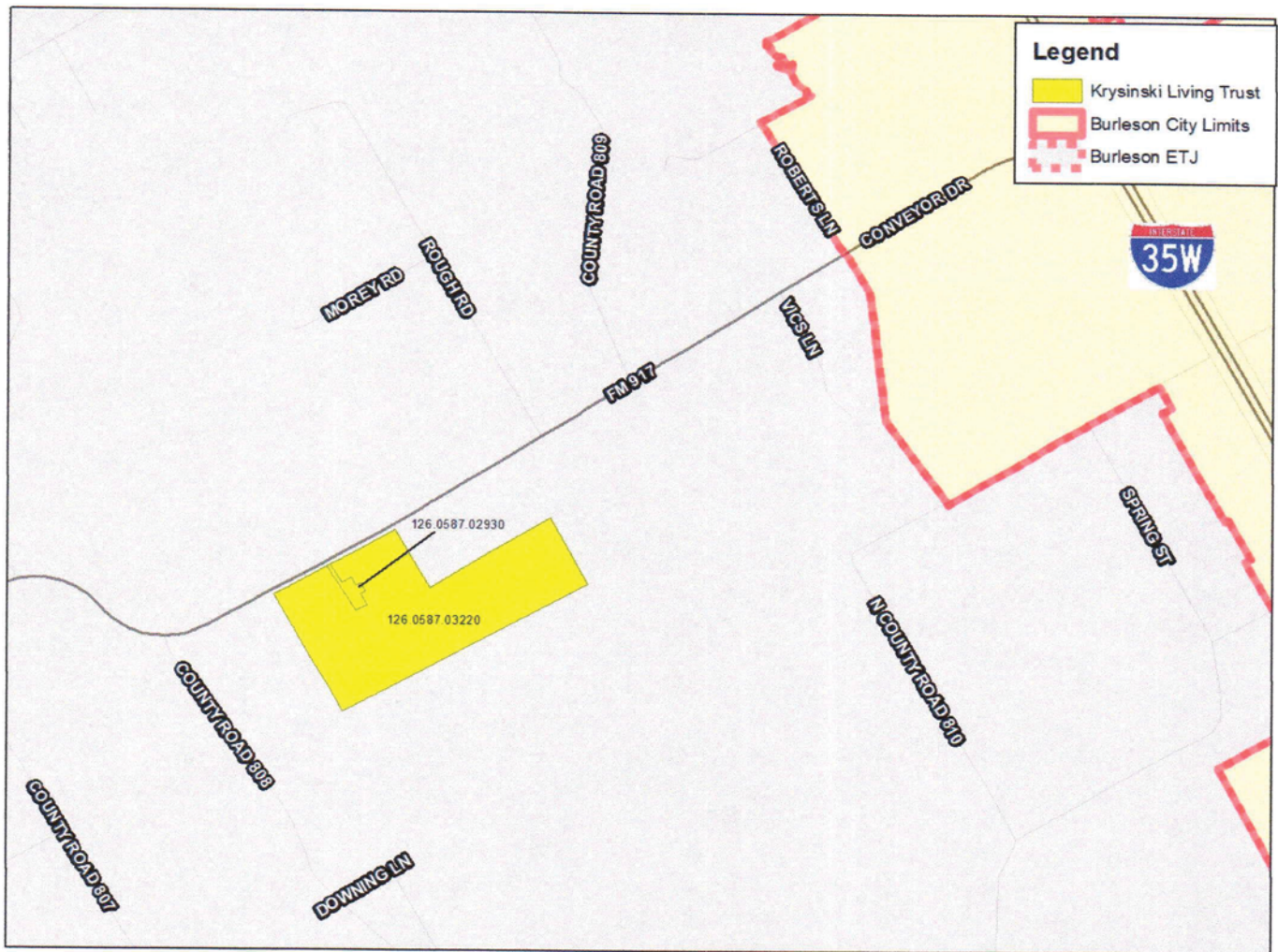

Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



Geo Reference	Area	Case Manager	Legal Description	JCCAD Acres	Owner
126.0587.03220	8	Bond	Abstract 587 Tract 2, 3, PT 4, 5 H R MC Clure	52.66	Krysinski Living Trust
126.0587.02930	8	Bond	Abstract 587 Tract 4, 5 H R MC Clure	1.00	Krysinski Living Trust

THE KRYSINSKI LIVING TRUST

THIS AGREEMENT OF TRUST is made and executed at Burleson, Johnson County, Texas, on this the 27th day of August, 2007, by and between PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI, hereinafter referred to as "Settlers", or as "Settlor" when reference is made to only one of them, and PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI, hereinafter referred to as Trustees, of this trust known as **THE KRYSINSKI LIVING TRUST**.

WITNESSETH:

WHEREAS, the Settlers wish to establish a revocable trust by transferring the assets described on the attached Schedule A to the Trustees to hold and administer upon the terms and conditions set forth in this Trust Agreement; and

WHEREAS, Settlers contemplate that they may, by inter vivos document, transfer other assets and property to the Trustees, to be added to the trust estate; and

WHEREAS, the Trustees are willing to hold and administer such property as they may receive upon the terms and conditions set forth in this Trust Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Settlers and the Trustees do hereby agree as follows:

ARTICLE I.

Trust Estate

Settlers have conveyed, transferred, and assigned and do by these presents convey, transfer, and assign unto the Trustees the assets and properties described on Schedule A attached hereto and made a part hereof. Such assets and properties shall be held, administered, and distributed as a revocable, amendable trust, subject to the provisions hereof, for the uses and purposes hereinafter set out. Settlers or any other person or persons may by a written document, by a Will, or by naming the Trustees as beneficiary of life insurance or employee benefit plan proceeds, deliver to the Trustees at any time and from time to time additional assets and properties acceptable to the Trustees, which additional assets and properties shall be held, administered, and distributed pursuant

to this Trust Agreement. The Settlers shall have the right to use and occupy residential property owned by the trust created hereunder as the Settlers' principal residence rent free and without charge until the death of the last to die of both Settlers or until this Trust Agreement is revoked or terminated, whichever occurs first. Further, any such property (or any interest therein) shall be acquired by an instrument of title that describes the property with sufficient certainty to identify it and the interest acquired, and the instrument shall be recorded in the real property records of the county in which the property is located. This section shall be construed in accordance with the Settlers' intentions to qualify such property as the Settlers' residential homestead for ad valorem tax purposes by causing the trust which owns such property to be a "qualifying trust" as defined and described in Section 11.13(j) of the Texas Tax Code. This intention shall be overriding and shall control if it conflicts with the literal language of this section. No gift, change or transfer of community property or separate property interests is intended by the terms of this trust during the joint lives of Settlers. Investment or income-producing assets and property added to this trust during the joint lives of Settlers, and the income therefrom, shall be considered as community property of Settlers by the Trustees unless when delivered said property is designated in writing to be the separate property of one of the Settlers. The Trustees shall maintain records and accounts to appropriately identify such property, with all income being designated and identified as the community property of Settlers; provided, however, that the Trustees shall have no duty to characterize property of the trust as community or separate property and shall have the right to rely on representations of Settlers, or either of them, as to such property's character. Any property subsequently withdrawn from the trust estate shall have the same character as community or separate property which it would have had if it had never become a part of the trust estate.

ARTICLE II.

Identification of Beneficiaries

The primary beneficiaries of this trust are the Settlers, PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI. After the surviving Settlor's death and pursuant to the terms of Article VII below,

the trust may continue for the benefit of the beneficiaries of Settlers, namely Felician Nuns, St. Ann's Catholic Church, St. Jude's Hospital, St. Mary's Cemetery, Michael Christopher Lott's daughter Nadia Lott, Michael Christopher Lott's son William Michael Lott, and Salesean Missions.

ARTICLE III.

Revocability of Trust

This trust is revocable during Settlers' joint lives. Settlers shall have the power and right to amend, modify or revoke, in whole or in part, this agreement or any terms or provisions thereof by notice in writing delivered to the Trustees. Such amendment, modification or revocation shall be effective immediately upon delivery to the Trustees, except that changes with respect to the Trustees' duties, liabilities or compensation shall not be effective without the Trustees' written consent. Settlers shall further have the power and right to require and direct the Trustees to distribute to Settlers or to any other person designated by Settlers any property or properties held by the Trustees hereunder; provided, however, either Settlor shall have the unlimited right during the time that both Settlers are living to withdraw all or any part of the trust corpus which is the separate property of such withdrawing Settlor. Upon the death of first Settlor to die, the then remaining trust estate shall be divided as provided in Article V below. Thereupon the trust estate designated by the name of the deceased Settlor shall be irrevocable and not subject to amendment or change by the surviving Settlor or any person whomsoever. The trust estate designated by the name of the surviving Settlor shall continue to be revocable and subject to amendment, modification or revocation, in whole or in part, as provided above.

ARTICLE IV.

Distributions While Both Settlers Are Living

If during the joint lives of Settlers there shall be transferred to the Trustees, to be held in accordance with the terms of this Trust Agreement, investment or income-producing assets, then so long as both Settlers shall live, there shall be distributed to or for the benefit of Settlers so much of the trust income and corpus as Settlers shall from time to time direct in writing. Initially and until

further written notice from Settlor to the Trustees, the Trustees shall distribute to Settlor the net trust income. In the event of the incapacity of either Settlor or both of them then, notwithstanding any prior written instructions to the contrary, the Trustees may distribute to or for the benefit of either or both of Settlor so much of the trust income and corpus as the Trustees shall determine, in their sole discretion, to be necessary and appropriate to provide for the health, maintenance and support of Settlor. Any income not so distributed shall be added to corpus. The Trustees shall, for the purpose of this Article IV, be the sole judge of a Settlor's incapacity; no judicial determination shall be required and the Trustees shall incur no liability to any person whomsoever for making distributions to or for the benefit of Settlor, or either of them, upon the Trustees' determination of a Settlor's incapacity.

ARTICLE V.

Distributions Upon Death of First Settlor to Die

Upon the death of the first Settlor to die, the trust estate shall be disposed of as follows:

A. If one Settlor shall survive the other Settlor by ninety (90) days, the trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (½) community property interest and all of such Settlor's separate property interest in the trust, and such trust shares shall be designated as the "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**". Except as otherwise specifically provided herein, "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**" shall be deemed and referred to for the purposes herein as one trust and any distributions of income or corpus by the Trustees on behalf of the surviving Settlor shall be made equally from each trust. The trust estate shall continue to be held, administered and distributed for the following uses and purposes, and subject to the following provisions, conditions and limitations:

1. Income. During the life of the surviving Settlor, the Trustee shall pay to the surviving Settlor, at such intervals as the Trustee may determine, so much or all of the net income as the Trustee, in the Trustee's sole and absolute discretion, deems necessary and

appropriate to provide for the health, maintenance, and support of the surviving Settlor in accordance with his or her station in life. Any income not distributed shall be accumulated and added to the corpus of the trust.

2. Special Distributions of Corpus. If at any time during the existence of the trust, the net income which shall be distributed to the surviving Settlor under the terms hereof shall not be adequate in the opinion of the Trustee for the surviving Settlor's health, maintenance and support in accordance with his or her station in life considering all other sources of income available to him or her, then the Trustee may make supplemental distributions of corpus out of the trust directly to the surviving Settlor to the extent and in the manner that the Trustee may deem advisable. Distribution of the entire corpus of the trust is authorized if the Trustee shall determine such distribution to be in the best interest of the surviving Settlor in accordance with the foregoing standard.

3. Reserve for Taxes and Obligations. Upon the death of the surviving Settlor, the Trustee shall be authorized to withhold from distribution an amount of property sufficient, in the Trustee's judgment, to cover any liability that may be imposed upon the Trustee or the trust for estate, excise, or inheritance taxes attributable to the inclusion of the trust property in the surviving Settlor's estate and to pay such liabilities out of the trust. The Trustee is further authorized, in the Trustee's sole and absolute discretion, to withhold from distribution, as much property that is sufficient to pay any of the surviving Settlor's obligations (including all taxes) or expenses with respect to the administration of his or her estate and to pay such obligations or expenses out of the trust. Any payment made pursuant to this paragraph may be paid directly or made to the legal representative of the surviving Settlor's estate, as the Trustee deems advisable. Upon the Trustee being satisfied that the Trustee no longer has any liability with respect to such taxes, and that the Trustee need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of the preceding paragraph. The

Trustee's selection of assets to be sold to make payments pursuant to this paragraph, and the tax effects thereof, shall not be subject to question by any beneficiary hereof. Likewise, neither the trust nor any trust beneficiary shall be entitled to reimbursement from the surviving Settlor's estate or his or her heirs or devisees on account of any payment made pursuant to this paragraph.

ARTICLE VI.

Distributions Upon the Death of the Last Settlor To Die

Upon the death of the surviving Settlor, the entire trust estate shall be distributed, subject to the following provisions, conditions and limitations, and subject to restrictions imposed upon distribution because of age as hereinafter provided, outright and FREE FROM TRUST, in equal shares, to in the undivided interests set opposite the hereinafter named beneficiaries of Settlers, as follows:

<u>NAME OF SETTLORS' BENEFICIARY</u>	<u>UNDIVIDED INTEREST IN TRUST ESTATE</u>
St. Mary's Cemetery maintenance St. Mary's Rectory, 715 N. Main St., Bremond, Texas	\$1,500.00
Michael Christopher Lott's daughter, Nadia Lott	\$20,000.00
Michael Christopher Lott's son, William Michael Lott	\$20,000.00
Salesian Missions - chapel 2 Lefevre Lane, New Rochelle, New York 10802-0030	\$20,000.00

The remainder of the estate shall then be distributed as follows:

Felician Sisters, 4210 Meadowlark Lane S.E., Rio Rancho, New Mexico 87124-1021	Forty percent (40%)
St. Ann's Catholic Church, Burleson, Texas (Backpack Ministry if in existence; otherwise, the church building fund)	Thirty percent (20%)
St. Jude's Children's Hospital, Memphis, Tennessee	Thirty percent (40%)

Provided, however, if a beneficiary of Settlor is then deceased or the entity named is no longer in existence, the share of such deceased beneficiary shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlor surviving at the time of the death of the last Settlor to die. If the beneficiaries of Settlor should die prior to the death of the Settlor who is the last to die, the then remaining corpus and undistributed income of **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and the then remaining corpus and undistributed income of **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of FRANCES P. KRYSINSKI. Provided, however, if both PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI shall die simultaneously or at any time prior to the division of the trust estate as hereinabove provided, the then remaining corpus and undistributed income of the combined trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (1/2) community property interest and all of such Settlor's separate property interest in the then remaining trust, and each separate trust share shall be distributed outright and FREE OF TRUST to the heirs-at-law of its respective Settlor. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlor had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VII.

Restrictions Upon Distribution Because of Age

In the event that any beneficiary has not reached the age of 21 years, then the Trustee shall hold the share or shares of such beneficiary, IN TRUST NEVERTHELESS, for the uses and purposes hereinafter set forth.

A. The Trustee, in the Trustee's discretion, shall distribute to or for the benefit of each beneficiary, as much of the income, and in addition, so much of the corpus of each separate, per

stirpes share or trust created for that particular beneficiary as the Trustee shall consider appropriate for his or her education.

B. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary and the separate, per stirpes share or trust distributed to said beneficiary when he or she reaches the age of 21 years, at which time the Trustee shall transfer, convey, deliver and pay over to said beneficiary, FREE FROM TRUST, all of the property then constituting his or her trust estate.

C. If any beneficiary of a share or trust being held for his or her benefit shall die before complete distribution of his or her trust estate, then upon the death of such beneficiary, the share or trust shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlers surviving at the time of the death of the last Settlor to die. distributed as provided below in Paragraph D of this Article VII.

D. Any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST the heirs-at-law of FRANCES P. KRYSINSKI. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlers had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VIII.

General Provisions Relating to the Trustees

All of the provisions of this Article VIII are applicable to all trusts and shares created by this Trust Agreement.

A. Joint Control. Except as otherwise stated herein, in any event when two trustees are serving, the rights, powers, duties and discretions of the trustees shall be exercisable jointly, except for the original, initial Trustees, PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI, each of whom may act singly without the joinder of the other. In any event when more than two trustees are serving jointly hereunder, unless otherwise stated herein, the rights, powers, duties and discretions shall be exercisable by a majority vote of the trustees then serving.

B. Succession of Trustees During the Lifetime of Both Settlers. The initial Trustees of the trust created by this Trust Agreement shall be PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI. If either PAUL E. KRYSENSKI or FRANCES P. KRYSENSKI should fail or cease to serve as Trustee for any reason, the other Settlor shall continue to serve singly as Trustee. If both PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI should fail or cease to serve as Trustees for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES".

C. Succession of Trustees After Death of First Settlor To Die. Upon the death of the first Settlor to die, the surviving Settlor shall serve singly as Trustee of both trusts hereinabove created as "**The PAUL E. KRYSENSKI Trust**" and "**The FRANCES P. KRYSENSKI Trust**". If the surviving Settlor should fail or cease to serve as Trustee for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF

SUCCESSOR TRUSTEES".

D. Removal of Trustees. The Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to remove any trustee and successor trustees then serving hereunder and further, the power to appoint a successor trustee. If a trustee is removed, such trustee must be replaced by another trustee in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES". Such removal shall be by a written document, duly executed and acknowledged by the removing parties and by the successor trustee appointed as the replacement trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. The successor trustee shall promptly deliver a copy of such recorded document to the trustee being removed and then serving and the delivery of such recorded document shall immediately deprive the removed trustee of all powers as trustee hereunder. No purchaser or other person dealing with any trustee serving hereunder is obligated to examine the County records and such person or persons shall be protected in all transactions made with any trustee serving hereunder, whether or not any such replacement has taken place.

E. Resignation of Trustees. Any trustee serving hereunder is authorized to resign by filing a document, duly executed and acknowledged by the resigning trustee, for record in the Real Property Records of Johnson County, Texas, which filing shall immediately deprive such resigning trustee of all powers as trustee hereunder; provided, nevertheless, that at least thirty (30) days prior to filing such document, the resigning Trustee shall give written notice thereof to the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability),.

F. Appointment of Successor Trustees. If any trustee appointed or serving pursuant to this Trust Agreement should fail or cease to serve as trustee for any reason and no trustee has been named in this document to serve as successor, or if all successor trustees named herein have failed

or ceased to serve for any reason, then the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to appoint, as successor trustee, any national or state bank or trust company possessing trust powers and having a capital, surplus and undivided profits of at least Twenty Million Dollars, or any individual regardless of domicile. Such appointment shall be made by a written document, duly executed and acknowledged by the appointing parties and by the successor trustee being appointed, and shall be filed for record in the Real Property Records of Johnson County, Texas. If a successor trustee is not appointed as hereinabove provided, then a court of competent jurisdiction shall appoint a successor trustee with the qualifications set forth above, and the costs associated with such a court proceeding shall be paid from the trust or trusts for which the successor trustee is appointed.

G. Relinquishment of Powers. Any trustee may release or relinquish any one or more of any powers, rights or privileges which, in the trustee's judgment, unless released or relinquished, might result in adverse consequences to the trust estate or any beneficiary because of changes in law or interpretation of the law. Any such release or relinquishment shall be made by a written document, duly executed and acknowledged by said trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. After any power has been so released or relinquished, it shall never again be exercised by such trustee.

H. Compensation and Bond. Any trustee serving hereunder shall be reimbursed for any and all expenses incurred while acting as trustee of the trust created pursuant to the provisions hereof, and in addition any corporate trustee shall receive fair and reasonable compensation for services as trustee in accordance with the corporate trustee's regular fee schedules as published from time to time. No trustee serving hereunder shall be required to furnish bond or any other security, and all rights, powers, authorities, privileges and discretions herein conferred upon any trustee authorized to serve hereunder shall be exercised without the supervision of any court, it being intended that so far as can be legally provided the trustee serving shall be completely free of all court

supervision of any kind, including the requirements of any accounting; provided, however, that the then serving trustee shall furnish an accounting to any beneficiary or guardian of any beneficiary upon reasonable demand made therefor.

I. Powers and Duties of Successor Trustees. On the appointment and qualification of any successor trustee, the same duties shall devolve on and the same rights, powers, authorities, privileges, and discretions shall inure to such successor trustee as to the Trustees originally designated hereunder. All rights, powers, authorities, privileges and discretions shall be exercised without the supervision of any court. No successor trustee shall have any duty, responsibility, obligation or liability whatsoever for the acts, defaults or omissions of any predecessor trustee. Any successor trustee named herein shall be responsible only for the assets delivered by the preceding trustee, or his or her legal representative, and may accept as correct the statements of such predecessor, or his or her legal representative, that these constitute all of the assets of the trust estate, without any duty to inquire into the administration or accounting by the preceding trustee. No successor trustee shall be held responsible for and by reason of any act or omission of a predecessor in trust.

J. Reorganization of any Corporate Trustee. Any corporation or national or state banking association that shall succeed to all or the greater part of the assets of any corporate trustee serving hereunder by purchase, merger, consolidation, or otherwise, shall succeed to all the rights, duties, and functions of such corporate trustee as trustee under all trusts governed by this Trust Agreement for which the corporate trustee is then serving or may serve as trustee.

ARTICLE IX.

General Provisions Relating to the Trust

A. Situs of Trust. The trusts created herein shall be deemed Texas trusts and shall, in all respects, be governed by the laws of the State of Texas. However, if the Trustees, in the Trustees' sole discretion, determines that a change of situs would be beneficial to the purposes of any separate trust established by this Trust Agreement, the Trustees shall have the discretion and authority to

change the situs of any such trust to another state. Formal notice of any change of situs may be given by filing of record a written declaration in the Real Property Records of Johnson County, Texas. If the situs of any such trust is changed to another state, then the trust shall, in all respects, be governed by the laws of the state which is the new situs. No such change of situs shall be authorized herein, however, which would result in a termination of the trust for federal tax purposes.

B. Small Trust Provision. Any provision of this Trust Agreement to the contrary notwithstanding, any trustee, other than a beneficiary hereof, shall have the discretionary power to terminate any separate trust created by this Trust Agreement whenever the continued management thereof is no longer economical because of the small size of such trust, taking into consideration financial or other special advantages to the beneficiary or beneficiaries of continuing the trust estate. Upon the termination of any trust estate, the then remaining corpus and undistributed income shall be distributed outright and free of trust to the Settlor as their interests may appear, if both of them are then living; otherwise to the surviving Settlor, if living; otherwise to the beneficiaries thereof, or to a custodian named for a beneficiary under a Uniform Transfers to Minors Act, or to the beneficiaries' legal representatives in proportion to their respective presumptive interests in the trust or share at the time of such termination. Upon such distribution and delivery, the said trust or share shall terminate and the Trustee then serving shall not be liable or responsible to any person or persons whomsoever for so acting. The Trustee then serving shall not be liable for failing or refusing at any time to terminate the trust or a share thereof as authorized by this paragraph.

C. Merger of Trusts. If any time the Trustee of any trust created pursuant to this Trust Agreement shall also be acting as Trustee of any other trust created hereby, or by a Will for the benefit of the same beneficiary or beneficiaries upon substantially the same terms and conditions, the then serving Trustee is authorized and empowered, if in such Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries of the trust created hereunder, to transfer and merge all of the assets then held under such trust created pursuant to this Trust Agreement to and with such other trust and thereupon and thereby to terminate the trust created hereby. Such Trustee

is further authorized to accept the assets of the other trust which may be transferred to such trustee of the trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Trust Agreement. If the component trusts differ as to contingent beneficiaries and the contingency occurs, the funds may be distributed in such shares as the Trustee, in the Trustee's sole discretion, shall deem necessary to create a fair ratio between the various sets of remaindermen. If any trust created in this Trust Agreement is merged with any trust created under any other document, such merged trust shall not continue beyond the date on which the earliest maximum term of the trusts so merged would, without regard to such merger, have been required to expire. Settlers further direct that, as to any property belonging to any trust estate at any time (including a merged trust) as to which under the laws of any state applicable to said property that trust is required to be terminated at any time prior to its normal termination date, the trust as to that particular property shall terminate at the time required by the laws of said state.

D. Perpetuities Provision. Notwithstanding any other provisions of this Trust Agreement to the contrary, any trust herein created, if it has not previously terminated, shall terminate twenty-one (21) years after the death of the last to survive of the Settlers and all the lineal descendants of the Settlers living on the date of this Trust Agreement. Upon such termination, the remaining assets and property of the trust shall be delivered and distributed, outright and free of trust, to the person or persons to whom the income of the particular trust may be distributed at that time. If the income of a particular trust may be distributed to more than one person at that time, the then serving Trustee shall divide the assets and properties between such persons in such proportions between them as said Trustee shall determine, in the Trustee's sole discretion, to best carry out the Settlers' intentions as expressed in this document.

E. Spendthrift Provision. No beneficiary shall have the right or power to anticipate, by assignment or otherwise, any income or corpus given to such beneficiary or any portion thereof; nor, in advance of actually receiving the same, shall any beneficiary have the right or power to sell, transfer, encumber or in anywise charge same; nor shall such income or corpus, or any portion of

same, be subject to any divorce, execution, garnishment, attachment, insolvency, bankruptcy or other legal proceeding of any character, or legal sequestration, levy or sale or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiary's debts or other obligations.

ARTICLE X.

Powers of the Trustees

The Trustees shall have and may exercise the following rights, powers and privileges with respect to each trust created by this document, unless specifically limited by other provisions of this document:

A. General Powers. The Trustees may sell, exchange, alter, mortgage, pledge or otherwise dispose of trust property; borrow any sum believed by the Trustees to be necessary or desirable for protecting the trust or any part thereof, making any income or corpus payment or distribution, or for any other purpose which in the Trustees' opinion may be appropriate; pay all reasonable expenses; execute obligations, negotiable and nonnegotiable; join in, by deposit, pledge, or otherwise, any plan of reorganization or readjustment of any investments of the trust, and vest in a protective committee or other legal entity such power as in the Trustees' opinion may be desirable; and sell for cash and/or credit all or any part of the trust property.

B. Distributions. The Trustees shall have full power and authority to make all partitions, divisions and distributions contemplated by any of the provisions of this Trust Agreement. Any partitions, divisions or distributions may be made by allocating assets and property proportionately in kind or by allocating undivided interests therein in kind. Any partition, division, or distribution made by the Trustees in good faith shall be binding and conclusive on all interested parties. In the event that a beneficiary shall, in the opinion of the Trustees, be incapacitated by reason of age, illness, or any other cause at the time of a particular distribution, the Trustees may apply the distribution for the benefit of such beneficiary in any manner that the Trustees may deem advisable, whether by payment of such beneficiary's expenses or to any such beneficiary, the legal or natural

guardian, the person having custody of such beneficiary or any other person deemed suitable by the Trustees. Should any property be distributable hereunder to a minor person, the Trustees may make the distribution to a custodian for such person under the Uniform Transfers to Minors Act of Texas or any other state.

C. Conservation of Trust Properties. The Trustees may hold, manage and conserve any and all properties transferred to the trust and may take any action that the Trustees may deem necessary or appropriate, including the exercise of all rights and powers that a prudent owner would exercise in managing and conserving properties of a like kind.

D. Investment in Securities. The Trustees may buy, sell or trade any security of any nature (including stocks, stock rights, warrants, bonds, debentures, notes, certificates of interest, certificates of indebtedness and options) or any other things of value issued by any person, firm, association, trust, corporation or body politic whatsoever.

E. Securities and Margin Accounts. The Trustees may buy, sell and trade in securities of any nature, including covered and uncovered options on margin and, for such purposes, may maintain and operate margin accounts with brokers and may pledge any securities with brokers as security for loans and advances made to the Trustees.

F. Investment in Real Estate and Personal Property. The Trustees may, at such cost and upon such terms as the Trustees may deem advisable, purchase or otherwise acquire real estate and personal property of any kind and hold, manage and conserve the same in whatever manner the Trustees may deem best; lease such property under a lease or leases to commence at once or in the future and for any period of time, even though such period may extend beyond the duration of the trust; renew and extend leases; partition, exchange, release, convey or assign any right, title or interest of the trust in any real estate or personal property owned by the trust; plat real estate and lay out and dedicate streets, alleys and ways; and improve and erect buildings on any real property (in addition to or substitution for buildings at any time existing thereon).

G. Investment in Oil, Gas and Other Mineral Interests. The Trustees may purchase or

otherwise acquire oil, gas and other mineral interests, leases, royalties, overriding royalties, production payments, oil payments, gas payments, net profit overriding royalties, and net profit interests; grant, make and release oil, gas and other mineral leases, subleases and farmouts; enter into development and drilling contracts, operating contracts and utilization agreements; make arrangements for present or future pooling of any interest in oil, gas or other mineral properties and for secondary recovery projects, and exercise with respect to any and all oil, gas and other mineral properties all rights and powers that a prudent owner would have with respect to properties of a like kind.

H. Investment in Undivided Interests. The Trustees may, for any trusts created under this Trust Agreement, jointly hold, manage and invest in one or more assets, properties or consolidated funds, in whole or in part, as the Trustees may determine. As to each asset, property or consolidated fund, division into the appropriate shares need be made only on the Trustees' books of account, in which each trust shall be allotted its proportionate part of the principal and income of the asset, property or fund and charged with its proportionate part of the expenses thereof. No such holding shall, however, defer the vesting in possession of any estate created by this Trust Agreement.

I. Investment in Partnerships. The Trustees may purchase or otherwise acquire an interest in any partnership conducting a lawful business, transfer trust property to any partnership which will conduct or is conducting any lawful business, or become either a general or limited partner of any such partnership.

J. Power to Organize or Continue Business. The Trustees may continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which the trust may own or in which it may be financially interested for such time as the Trustees may deem to be in the best interests of the trust; employ in the conduct of any such business such capital out of trust as the Trustees may deem proper; borrow money for use in any such business alone or with other persons financially interested in such business, and secure loans by a mortgage, pledge or any other manner of encumbrance of not only the trust's property and interest in such

business but also such portion of the trust outside of such business as the Trustees may deem proper; organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities and convey to it or them trust property or any part thereof; and generally exercise with respect to the continuance, management, sale or liquidation of any business which the trust may own or in which it may be financially interested, or of any new business or business interest, all the rights and powers which a prudent owner of any such business would have.

K. Selection and Retention of Investments. Any property acquired by the Trustees and at any time constituting any part of the trust shall be deemed a proper investment, and the Trustees shall be under no obligation to dispose of or convert such property. Investments need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustees may invest all funds available for investment at any time that the Trustees may deem advisable in such investments as the Trustees may be permitted to make pursuant to the terms hereof. The Trustees, unless otherwise herein specifically prohibited, shall have as wide a latitude in the selection, retention and making of investments as any individual would have in retaining or investing his or her own funds and shall not be limited to nor bound or governed by any statute or regulation respecting investments.

L. Holding Title to Investments. The Trustees may hold title to investments in the name of the Trustees or a nominee. If the trust owns assets located in a jurisdiction in which the Trustees cannot be authorized to act, then the Trustees may appoint any national bank authorized to act in such jurisdiction as Trustees of such assets and confer on such Trustees any power as may be necessary in the premises, but, in any event, such Trustees shall account for all net income and/or net proceeds from the sale of such assets to the Trustees acting hereunder.

M. Power to Make Loans. The Trustees may make loans, secured or unsecured, in such amounts, upon such terms, at such reasonable rates of interest, and to such persons, firms or corporations as the Trustees may deem proper and appropriate; provided, however, that the Trustees shall not be empowered to make any loan to any person or corporation then serving as Trustees

hereunder.

N. Power to Vote Stock. The Trustees may vote shares of stock in person or by proxy, with or without power of substitution; exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or security comprising at any time a part of the trust, and exercise by agent or attorney-in-fact any right appurtenant to any property or matter in which the trust may be interested.

O. Protection of the Trust Estate. The Trustees may protect, perfect and defend the title to any trust property; sue and be sued; enforce any bonds, mortgages or other obligations or liens owned by the trust; compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; waive or release rights of any kind; and abandon any property considered by the Trustees to be worthless.

P. Notes, Mortgages, and Foreclosures. The Trustees may, at any time, reduce the rate of interest payable on any bond, note, or other security owned by the trust; continue mortgages upon and after maturity, with or without renewal, or extend the same upon such terms as seem advisable to the Trustees without reference to the value of the security at the time of such continuance; modify or release any guaranty or mortgage; as an incident to collection of any bond or note, foreclose and bid in the property at foreclosure sale, acquire the property by deed from the mortgagor or obligor without foreclosure and retain the property so bid in or taken over without foreclosure.

Q. Insurance. The Trustees may carry such insurance coverage (in stock companies or in mutual companies), including public liability, property damage and life insurance, for such hazards and in such amounts as the Trustees may deem advisable. With respect to life insurance, the Trustees may acquire life insurance on the life of any beneficiary or on the life of any person in whom a beneficiary has an insurable interest from any company in such amount and type as the Trustees may deem advisable, pay all premiums from either income or principal, and designate as beneficiary the Trustees of the trust. With respect to all insurance policies held in the trust estate, unless the Trustees shall arrange for the automatic application of dividends in reduction of premium

payments, dividends shall be treated as a return of corpus and applied to the payment of such premiums.

R. Employ and Compensate Agents and Representatives. The Trustees may employ, appoint, remove and compensate, out of income or corpus or in such proportion between income and corpus as the Trustees may deem proper, agents or other representatives, including accountants, brokers, attorneys-at-law, attorneys-in-fact, investment counsel, investment brokers, realtors, rental agents, geologists, engineers, and other assistants and advisers as deemed by the Trustees to be helpful in the proper administration of the trust, without liability for any neglect, omission, misconduct, or default of such agent or representative, provided such agent or representative was selected and retained by the Trustees with due care.

S. Establish and Maintain Reserves. Out of rents, profits, or other income received, the Trustees may set up reserves for taxes, assessments, insurance premiums, repairs, improvements, depletion, depreciation, obsolescence and general maintenance of buildings or other property.

T. Power to Determine Income and Corpus. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the Trustees shall determine in accordance with general principles of federal tax law the manner in which expenses are to be borne and receipts credited between corpus and income and what shall constitute income, net income and corpus. In determining such matters, the Trustees may give consideration to, but shall not be bound by, the provisions of the Texas Trust Code.

U. Liability of Third Party. No purchaser at any sale made by the Trustees or person dealing with the Trustees is obliged to see to the application of any money or property paid or delivered to the Trustees or to inquire into the expediency or propriety of, or the authority of the Trustees to enter into and consummate, any transaction.

V. Documents. The Trustees may execute and deliver any deeds, conveyances, assignments, leases, contracts, stock or security transfer powers, or any other written document of any character appropriate to any of the powers or duties herein conferred upon the Trustees.

W. Transactions with Beneficiaries and Fiduciaries. The Trustees is authorized to enter into any transaction permitted by this Trust Agreement, even though the other party to that transaction is a beneficiary; the estate of a beneficiary; a trust created by or for the benefit of a beneficiary, whether living or deceased; the estate of either Settlor; a personal representative of any estate, including that of either Settlor; or a Trustees of any trust, including the Trustees under this Trust Agreement acting individually; except to the extent that the Texas Trust Code, as amended, or any successor statute may expressly prohibit Settlers from authorizing any corporate Trustees serving hereunder from engaging in any such transaction. The Trustees is authorized, but not directed, to lend trust funds to the personal representatives of the Settlers' estates upon such security and for such time and at such rate of interest as the Trustees, in their sole discretion, deems proper, and to purchase any assets from the personal representatives of the Settlers' estate for such sums and on such terms as the Trustees may deem appropriate or proper; provided, however, that the Trustees shall be required to act in all such matters on the same basis as it would in dealing at arm's length with an unrelated third party.

X. Reserve for Taxes and Obligations. Upon the date of the first Settlor to die, the Trustees shall be authorized to withhold from distribution of principal in accordance with this Trust Agreement an amount of property sufficient, in its judgment, to cover any liability that may be imposed upon the Trustees or the trust estate for estate, inheritance or other taxes attributable to the estate of the first Settlor to die or to meet any obligations (including all taxes) of such Settlor or expenses with respect to the administration of his or her estate, and to pay such liabilities, obligations and expenses out of the trust created hereunder. Upon the Trustees being satisfied that they no longer have any liability with respect to such taxes and that they need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of this Trust Agreement. Neither the trust estate nor any trust beneficiary shall be entitled to reimbursement from the estate of such Settlor, or his or her heirs or devisees, on account of any payment made pursuant to this paragraph.

Y. Powers Cumulative. Except as herein otherwise provided, the powers conferred upon the Trustees shall not be construed as in limitation of any authority conferred by law, including but not limited to the Texas Trust Code (including any amendments thereto) and its successor statute or statutes, but as in addition thereto.

ARTICLE XI.

Provisions Relating to Life Insurance Policies

A. Rights Reserved in Policies and Benefit Plans. The Settlers reserve to themselves during their joint lifetimes, and may receive or exercise without the consent or approval of the Trustees or any beneficiary hereunder, all benefits, payments, dividends, surrender values, options, rights, powers and privileges with respect to the policies listed in the attached Schedule A, and any other policies or any benefit plans which may be made payable to the Trustees hereunder, including, but not limited to, the following:

1. The power, as provided in Article I above, to add the proceeds of any other policies of insurance and any benefit plans to the operation of the trust by making such policies and benefit plans payable to the Trustees;
2. The right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values or the proceeds of matured endowments;
3. The power to obtain and receive from the respective insurance companies such advances or loans on account of policies as may be available;
4. The power to exercise any option, right or privilege granted in any policy or benefit plan;
5. The power to borrow on, sell, assign or pledge any policy or rights under any benefit plan;
6. The power to change the beneficiary of any policy or benefit plan;
7. The power to withdraw a policy or benefit plan from the operation of this trust in order to exercise a reserved power or for any other purpose;

8. The power to change the beneficiaries under this Trust Agreement, their respective shares and plans of distribution; and

9. The power to convert any policy of insurance into another form or forms of insurance.

It is the intent of the parties hereto that as to the life insurance policies listed on the attached Schedule A, the Trustees shall receive only the proceeds payable at the death of the insured Settlor subject to all loans and charges against such proceeds as may have accrued during such Settlor's lifetime, and the Settlers shall, during their joint lifetimes, retain all other contractual benefits, powers and options under such policies and benefit plan. Upon the death of the first Settlor to die, the rights and powers described in this Article XI shall pass from the surviving Settlor to the Trustees.

B. Duty Regarding Policies and Premium Payments.

1. Settlers' Duties. It is the Settlers' intention to pay all premiums, assessments, or other charges necessary to keep all policies owned by them and payable to the Trustees in force, but the Settlers shall be under no duty to do so and shall sustain no liability to anyone if Settlers should permit any policies within operation of the trust to lapse for nonpayment of premiums, assessments, or other charges, or otherwise permit the policies, or any of them, to become uncollectible.

2. Trustees' Duties. The Trustees shall be under no obligation, during the lifetime of the Settlers, to pay any premiums, assessments, or other charges necessary to keep the policies in force, nor shall the Trustees be under any obligation to ascertain whether the same have been paid, or to notify any person of the non-payment of premiums. The Trustees shall keep safely all policies deposited with the Trustees, and shall, at the request of the Settlers, execute such releases and other documents as shall be required to permit the Settlers to exercise any options, privileges, or powers reserved to the Settlers hereunder.

C. Trustees' Duties Upon Insured Settlor's Death. As soon as practicable after the death

of an insured Settlor, the Trustees shall make such proofs of death as shall be required under any policies of insurance then within the operation of this Trust Agreement and payable to the Trustees, and the Trustees shall receive such sums of money as shall be due to the Trustees under the terms of such policies of life insurance, including double indemnity benefits, and hold the same, in trust, for the uses and purposes hereinafter set forth. To facilitate the receipt of such sums of money, the Trustees shall have the power to execute and deliver receipts and other documents, to compromise or adjust disputed claims in such manner as the Trustees, in the Trustees' sole discretion, may deem just, and to take such steps as the Trustees, in the Trustees' sole discretion, shall deem necessary and proper for collection thereof; provided that if payment on any policy is contested, the Trustees shall not be obligated to take any action for collection unless and until the Trustees shall have been indemnified to the Trustees' satisfaction against any loss, liability, or expense, including attorney's fees; and provided further, that the Trustees may, in the Trustees' sole discretion, use any funds in the Trustees' hands, whether corpus or income, to pay the costs and expenses, including attorney's fees, of bringing action for the collection of the proceeds of any policy hereunder, and the Trustees may be reimbursed for any advances made for such purposes. Upon payment to the Trustees of the amounts due under the policies of insurance payable hereunder, the insurance companies issuing such policies shall be relieved of all further liability hereunder, and no such insurance company shall be under any responsibility to see to the performance of the trust created hereby.

To the extent permitted, the Trustees shall have the right to negotiate and receive proceeds from employee benefit plans in any manner the Trustees may deem prudent and consistent with the tax (estate, generation-skipping, income, and other) and other objectives of any trust established hereunder and its beneficiaries; provided, however, if such proceeds would be otherwise exempt from federal estate taxes in whole or in part, the Trustees shall not elect to receive, use or expend such otherwise exempt proceeds in such a manner as will subject them to federal estate taxation in a Settlor's estate without the written consent of the personal representative of that Settlor's estate.

ARTICLE XII.

Acceptance by the Trustees

The Trustees, by executing this Trust Agreement, hereby accept the trust created by this Trust Agreement and covenant to faithfully discharge all duties of the Trustees hereunder.

ARTICLE XIII.

Definitions and General Provisions

The following definitions and provisions are applicable to this Trust Agreement:

- A. Children and Descendants. The terms "child, children, descendants, issue" and similar terms shall be deemed only to include children born to, or adopted (on or before eighteen years of age) in, a lawful marriage. A posthumous child shall be considered as living at the death of his parent.
- B. Heirs. The "heirs" of a person shall include those persons who would have inherited the personal property of a deceased person had such deceased person died intestate at the time of such distribution, unmarried and domiciled in Texas, under the laws of the State of Texas then in force, taking shares as prescribed by such applicable laws.
- C. Beneficiary. A "beneficiary" is a person who is entitled to distribution of assets hereunder.
- D. Trust. Except as provided otherwise by the context of this document, the word "trust" as used herein shall include any and all trusts created hereunder.
- E. Trust Estate. The term "trust estate" means all assets, however and whenever acquired, including income, which may belong to a trust at any given time.
- F. Trustees. The term "Trustees" shall include within its meaning any trustee and all trustees serving from time to time hereunder and shall refer both to the original Trustees and to any successor or substitute thereof.
- G. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended, and corresponding provisions of any subsequent federal tax laws.

H. Other Terms. The use of any gender includes the other genders, and the use of either the singular or the plural includes the other.

ARTICLE XIV.

Binding Effect

This Trust Agreement shall extend to and be binding upon the heirs, executors, administrators, legal representatives and successors, respectively, of the parties hereto.

ARTICLE XV.

Captions Not Interpretive

The captions that have been used to designate the various articles, paragraphs and subparagraphs in this Trust Agreement are solely for convenience in reading and ease of reference and shall not be construed in any event or manner as interpretive or limiting the interpretation of the same.

IN WITNESS WHEREOF, this Trust Agreement was executed on this the 27th day of August, 2007.

Paul Krynski
PAUL E. KRYNSKI, Settlor

Frances P. Krynski
FRANCES P. KRYNSKI, Settlor

Paul Krynski
PAUL E. KRYNSKI, Trustee

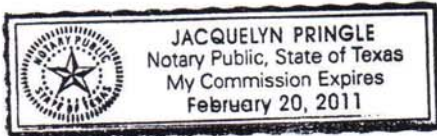
Frances P. Krynski
FRANCES P. KRYNSKI, Trustee

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSINSKI, in his capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



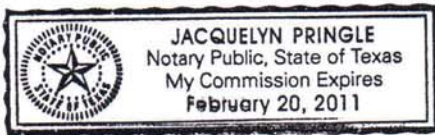
Jacquelyn Pringle
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSINSKI, in her capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



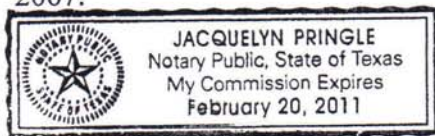
Jacquelyn Pringle
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSINSKI, in his capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



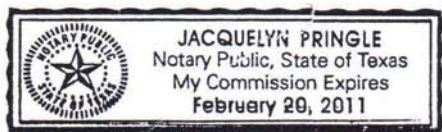
Jacquelyn Pringle
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSINSKI, in her capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

Notary Public, State of Texas

SCHEDULE A
TO THE KRYSENSKI LIVING TRUST

DATED August 27, 2007

Initial Assets: All of Settlers' interests in and to the following described properties:

REAL PROPERTY:

Parcel #1

ADDRESS: 5828 Conveyor Dr., Cleburne, Texas 76031

LEGAL DESCRIPTION:

TRACT: 1 All that certain tract or parcel of land containing 17.770 acres, more or less, in the H.R. McClure Survey, Abstract 587 and being the same land described as in that certain Deed dated November 30, 1998 from Veterans Land Board of the State of Texas to Paul Krynski and recorded in Volume 2282 at Page 615 of the Official Public Records of Johnson County, Texas

TRACT: 2 All that certain tract or parcel of land containing 35.940 acres, more or less, in the H.R. McClure, Abstract 587 and being the same land described in that certain Judgment Granting Full Title, Ownership and Possession, dated October 26, 2001, Paul E. Krynski and wife, Frances P. Krynski VS. Unknown Heirs of the J. Thomas Snodgrass, Deceased et al, and recorded in Volume 2718 at Page 790 of the Official Public Records of Johnson County, Texas.

CASH IN BANKS:

Account #1

Institution: Community Bank, Granbury, Texas

Account type: checking

Account/CD #: 1699578

Account #2

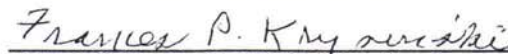
Institution: Edward Jones

Account type: investments

Account/CD #: 239-10155-1-4



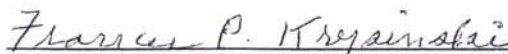
PAUL E. KRYNSKI, Settlor



FRANCES P. KRYNSKI, Settlor



PAUL E. KRYNSKI, Trustee



FRANCES P. KRYNSKI, Trustee

Johnson County
Becky Williams
County Clerk
Cleburne 76033

Item A.



70 2014 00024206

Instrument Number: 2014-24206

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 36

Number of Pages: 37

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	166.00
Total Recording:	166.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24206
Receipt Number: 15580
Recorded Date/Time: November 07, 2014 12:25:55P
User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON
CUSTOMER PICKUP
BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Lidon Pearce, Senior Planner

MEETING: October 11, 2022

SUBJECT:

Ordinance Modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case 22-124): Hold a public hearing and consider an ordinance amendment to add “restaurant or cafeteria (drive through type)” to the list of allowable uses with a specific use permit, with conditions within the Old Town Overlay District.

SUMMARY:

On September 6, 2022, an application was submitted by Johnathan Phelps representing Craftmasters, LLC for a text amendment to allow drive through restaurants with a specific use permit in the Old Town Overlay District.

Development Overview:

The purpose of the changes to the Code of Ordinances is to allow in certain locations and under specific conditions, an applicant to request a drive through restaurant within the central core area of the Old Town Overlay District. The update will add specific conditions that will be required for an applicant to meet prior to requesting a specific use permit for a drive through in the central core area from City Council.

The City Council approved the creation of the Old Town Overlay District on September 12, 1996, to encourage the preservation and development of architecture and uses that have been determined as being historically and culturally significant to the City. Allowing an additional use by specific use permit does not alter the city’s ability to regulate masonry standards within the Old Town Overlay District.

The proposed change would add the following text to Section 100-115 (a); OT, old town overlay district, Use allowed with a specific use permit:

“Restaurant or cafeteria (drive through type) [Central core area only] *[A restaurant or cafeteria (drive-through type) is an establishment principally for the sale and consumption of food which has window service allowing customers to pick up food for off-site consumption; this use may also serve food for consumption on site within the restaurant or for carry-out for off-site consumption, and may or may not have on-site dining facilities].*

The following restrictions shall apply to any SUP for a "Restaurant or cafeteria (drive through type)" use within the Old Town central core area:

- a. The site must be located east of the Union Pacific railroad tracks that run through the area defined as the Old Town Overlay District; and*
- b. A new SUP must be applied for with each change of occupancy, land use, and/or Certificate of Occupancy request; and*
- c. If the SUP request is denied at any future event specified in (b) above, the site shall be modified to remove or restrict the use of any previously existing drive through; and*
- d. A Traffic Impact Analysis shall be required with each SUP request for a drive-through to be reviewed and approved by the City's Traffic Engineer; and*
- e. A commercial site plan showing the placement of the customer ordering windows or ordering devices with adequate stacking of no less than 5 spaces from the customer ordering location, unless otherwise approved by City Council, will be required with each change of occupancy."*

OPTIONS:

- 1) Recommend approval of an ordinance amendment to add "Restaurant or Cafeteria (drive through type)" to uses allowed in the central core area of the Old Town Overlay District with a specific use permit; or
- 2) Recommend approval of an ordinance amendment to add "Restaurant or Cafeteria (drive through type)" to uses allowed in the central core area of the Old Town Overlay District with a specific use permit; with additional or different conditions; or
- 3) Recommend denial of an ordinance amendment to add "Restaurant or Cafeteria (drive through type)" to uses allowed in the central core area of the Old Town Overlay District with a specific use permit.

RECOMMENDATION:

Recommend approval of an ordinance modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case 22-124).

Fiscal IMPACT:

None.

STAFF CONTACT:

Lidon Pearce, CNU-A
Senior Planner
lpearce@burlesontx.com
817-426-9649

Appendix B, Zoning Regulations Ordinance Amendment

Item B.

Request:

- Amend Code of Ordinances to allow for Drive Through restaurants with an SUP, Specific Use Permit in the central core area of the Old Town Overlay District

Applicant:

Johnathan Phelps
Craftmasters, LLC

Item for approval:

Text Amendment (Case22-124)

Appendix B, Zoning Regulations Ordinance Amendment

The proposed change would add the following text to Section 100-115 (a); OT, old town overlay district, Use allowed with a specific use permit:

“Restaurant or cafeteria (drive through type) [Central core area only] *[A restaurant or cafeteria (drive-through type) is an establishment principally for the sale and consumption of food which has window service allowing customers to pick up food for off-site consumption; this use may also serve food for consumption on site within the restaurant or for carry-out for off-site consumption, and may or may not have on-site dining facilities].*

The following restrictions shall apply to any SUP for a "Restaurant or cafeteria (drive through type)" use within the Old Town central core area:

- a. The site must be located east of the Union Pacific railroad tracks that run through the area defined as the Old Town Overlay District; and
- b. A new SUP must be applied for with each change of occupancy, land use, and/or Certificate of Occupancy request; and
- c. If the SUP request is denied at any future event specified in (b) above, the site shall be modified to remove or restrict the use of any previously existing drive through; and
- d. A Traffic Impact Analysis shall be required with each SUP request for a drive-through to be reviewed and approved by the City's Traffic Engineer; and
- e. A commercial site plan showing the placement of the customer ordering windows or ordering devices with adequate stacking of no less than 5 spaces from the customer ordering location, unless otherwise approved by City Council, will be required with each change of occupancy.”



Would allow drive through restaurants to be considered by SUP east of the red line (Union Pacific railroad line).

Would not allow drive-in service (e.g., Sonic type restaurant where you are served at and can eat in your car) in central core area.

Drive-in service restaurants are currently allowed with an SUP in other areas of Old Town outside of the central core area (shown in green).

Appendix B, Zoning Regulations Ordinance Amendment

Staff Recommendation

Staff recommends approval of an ordinance for the text amended based on the following :

Conditions imposed on the SUP process will ensure that future proposals are not allowed or developed contrary to the visions of Old Town as well as the goals of the Comprehensive Plan;

SUP Conditions provide added enhancements and protections for Old Town not found in other areas of the current Code of Ordinances; and

Proposal will not prohibit the enforcement of applicable Old Town Design Standards and/or Masonry Requirements.

ORDINANCE

AN ORDINANCE FOR THE CITY OF BURLESON, TEXAS, AMENDING SECTION 100-115 “SPECIFIC USE PERMIT” OF SECTION 100 “OT, OLD TOWN OVERLAY DISTRICT” OF ARTICLE IV “OVERLAY ZONING DISTRICTS” OF APPENDIX B “ZONING” OF THE CODE OF ORDINANCES FOR THE CITY OF BURLESON FOR THE PURPOSE OF PROVIDING A SPECIFIC USE PERMIT PROCESS FOR RESTAURANTS WITH A DRIVE THROUGH IN THE OLD TOWN CENTRAL CORE AREA; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Burleson has adopted Ordinance B-582 (G0410), being Appendix B– Zoning, Code Of Ordinances, City of Burleson, which establishes zoning regulations and development policies in accordance with the City’s comprehensive land use plan in order to promote health, safety, morals and the general welfare within the City of Burleson; and

WHEREAS, the City Council desires to amend certain portions of Appendix B, Zoning, Article IV, Overlay Zoning Districts, Code of Ordinances, City of Burleson, for the purpose of providing a specific use permit process for restaurants with a drive through in the central core area of the old town overlay district; and

WHEREAS, the City Council desires to amend certain portions of Appendix B, Zoning, Article IV, Overlay Zoning Districts, Code of Ordinances, City of Burleson, for the purpose of providing a specific use permit process for restaurants with a drive through in the central core area of the old town overlay district; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on October 11, 2022, and by the City Council of the City on November 14, 2022 with respect to the use changes described herein; and

WHEREAS, the City Council has determined that the proposed ordinance amendment promotes the health, safety, morals and the general welfare within the City of Burleson and is in the best interest of the City of Burleson.

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

Section 1. Subsection (a) entitled “Uses allowed with a specific use permit” of Section 100-115 “Specific Use Permit” of Section 100 “OT, old town overlay district” of Article IV “Overlay Zoning Districts” of Appendix B – Zoning of the Code of Ordinances of the City of Burleson is hereby amended to add the following to the list of uses allowed with a specific use permit after “Restaurant or cafeteria (drive in type)” and before “School, business”:

“Restaurant or cafeteria (drive through type) [Old Town central core area only] [A restaurant or cafeteria (drive-through type) is defined as an establishment principally for the sale and consumption of food which has window service allowing customers to pick up food for off-site consumption; this use may also serve food for consumption on site within the restaurant or for carry-out for off-site consumption, and may or may not have on-site dining facilities.]; however, a specific use permit for this use is allowed only if the following conditions are met:

- a. The site must be located east of the Union Pacific railroad tracks that run through the area defined as the Old Town Overlay District; and
- b. A new specific use permit must be applied for with each change of occupancy, land use, and/or Certificate of Occupancy request; and
- c. A Traffic Impact Analysis shall be required with each specific use permit request for a drive-through to be reviewed and approved by the City’s Traffic Engineer; and
- d. A commercial site plan showing the placement of the customer ordering windows or ordering devices with adequate stacking of no less than 5 spaces from the customer ordering location, unless otherwise approved by City Council, will be required with each change of occupancy.

If the specific use permit request is denied following any of the future events specified in (b) above, the site shall be modified to remove or restrict the use of any previously existing drive through.”

Section 2. The findings set forth above in the recitals of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

Section 3. 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 4. That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in

full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5. Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 6. That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 7. That 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 8. Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

Section 9. Any person, firm, association of persons, company, corporation, or their agents, 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 V.T.C.A. 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.

PASSED AND APPROVED:

First Reading: the _____ day of _____, 20____.

Second Reading: the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

Planning & Zoning Commission Meeting

DEPARTMENT: Public Works Department

FROM: Travis N. Attanasio, PE, CFM, Senior Civil Engineer

MEETING: October 11, 2022

SUBJECT:

3321 John Jones (Case 22-135): Hold a public hearing and consider a waiver to Section 5.1.a “Street and right-of-way basic policies” of the Design Standards Manual for the design criteria for streets within the Sherwood Forest Subdivision. (Staff Presenter: Travis Attanasio, Senior Civil Engineer)

SUMMARY:

On August 22, 2021, Alton Isbell (applicant) submitted an application for a preliminary plat for the Sherwood Forest Addition located in the City’s extraterritorial jurisdiction (ETJ). The City Council conditionally approved the preliminary plat on February 7, 2022, subject to the City’s curvilinear requirements. A new layout meeting the City’s requirements was approved on February 24, 2022.

The developer’s engineer submitted the civil construction drawings for review. It was noted in the review that the proposed pavement section was not consistent with the City’s standard detail, and either the pavement section should be revised or a waiver to the City’s standard detail requested by the developer. The construction drawings were resubmitted, and subsequently, the construction drawings were accepted and released for construction in May 2022.

In June 2022, shortly after the contractor began work on the roadway, it was discovered the detail for the roadway section had not been updated as noted during the review of the construction drawings to reflect the City’s standard detail. The developer was contacted immediately before any paving was placed onsite and informed either the roadway section would need to be constructed to City standards or a waiver to the requirement could be requested.

The developer provided a report prepared by a licensed geotechnical engineer recommending a pavement section consistent with the section shown in the construction drawings; however, it was not consistent with the City’s standard section. The developer was again informed if he intended to construct the proposed section included in the geotechnical report, a waiver would be required as staff does not have the authority to waive requirements within the City’s design manual.

Staff did not receive a waiver request or updated construction drawings; however, was informed the developer intended to pour a section of the pavement on August 7, 2022. The developer was contacted immediately again and provided the same information regarding the need to meet the

City's requirements or request a waiver. The developer also was informed that if he moved forward, the plat may not be filed, and he would not be able to obtain development permits from Johnson County. A portion of the pavement was poured on August 10, 2022, without the benefit of inspection from City staff.

A meeting was held between City staff and the developer on September 1, 2022. The developer was informed staff could support a waiver to the City's pavement section provided the following conditions were met –

- A gate will be installed with a Knox box meeting the City's regulations for a gated entry, and the neighborhood would be considered private. Developer shall file restrictive covenants with Johnson County indicating that the HOA will be the responsible party for maintenance and operation of the private access easement and associated drainage. A copy of the filed covenants shall be provided to the City prior to filing of the plat.
- A revised preliminary plat or final plat submitted with lot lines shown to the center of the private access easement per the City's regulations
- Conceptual approval from TxDOT for the connection of the new road to John Jones Drive (FM 731, a TxDOT roadway) - conceptual approval has been obtained.
- Also prior to filing the plat with the county, all infrastructure will be completed, including the connection to John Jones Drive (FM 731) and any auxiliary lanes required by TxDOT.
- Finally, a letter from Bethesda Water Supply shall be provided accepting the water line improvements associated with the development.

After the meeting, an application was submitted for the waiver to the City's pavement section for consideration on September 21, 2022.

Staff has received similar waiver requests from applicants seeking to develop within the ETJ. The county has notified City staff they have limited ability and funding to maintain roadways constructed to City standards. Due to funding constraints, roadways constructed to city standards will be prioritized lower on the county's maintenance schedule. This can create a burden for the property owners to maintain or reconstruct the roadway when a failure occurs.

The developer proposes a concrete pavement section, increasing the City's section from six to eight inches. The City's standard pavement section requires soil stabilization with either cement or lime, which can provide additional strength and stability to the pavement. The geotechnical engineer has analyzed the soil and provided data that the soil conditions in this area do not require stabilization and has recommended that the soil be compacted to 95%. Below is a table showing the City's standard section and the recommended section from the geotechnical engineer.

	City Standard	Geotechnical Engineer Recommendation
Concrete Thickness	6"	8"
Subgrade	8" stabilized	No stabilization, compaction only
Strength	3600-psi	3600-psi
Reinforcement	#4 on 24" centers	#4 on 24" centers

OPTIONS:

- 1) Recommend approval as presented
- 2) Recommend approval with changes
- 3) Recommend Denial

RECOMMENDATION:

Staff recommends approval of the waiver subject to the geotechnical report recommendations and conditions staff has outlined to the developer.

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

February 7, 2022 – City Council conditionally approved the preliminary plat subject to curvilinear requirements.

February 24, 2022 – New layout meeting the City's requirements was submitted and approved.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Travis N. Attanasio, PE, CFM
 Senior Civil Engineer
tattanasio@burlesontx.com
 817-426-9614

Waiver Request –Street Section

Sherwood Forest Estates

Item C.

Location:

- 28.245 acres

Applicant and Property Owner:

Alton Isbell, Sendero Oaks, LLC

Item for approval:

Waiver to Section 5.1 “Street and right-of-way basic policies” of the Subdivision and Development Ordinance



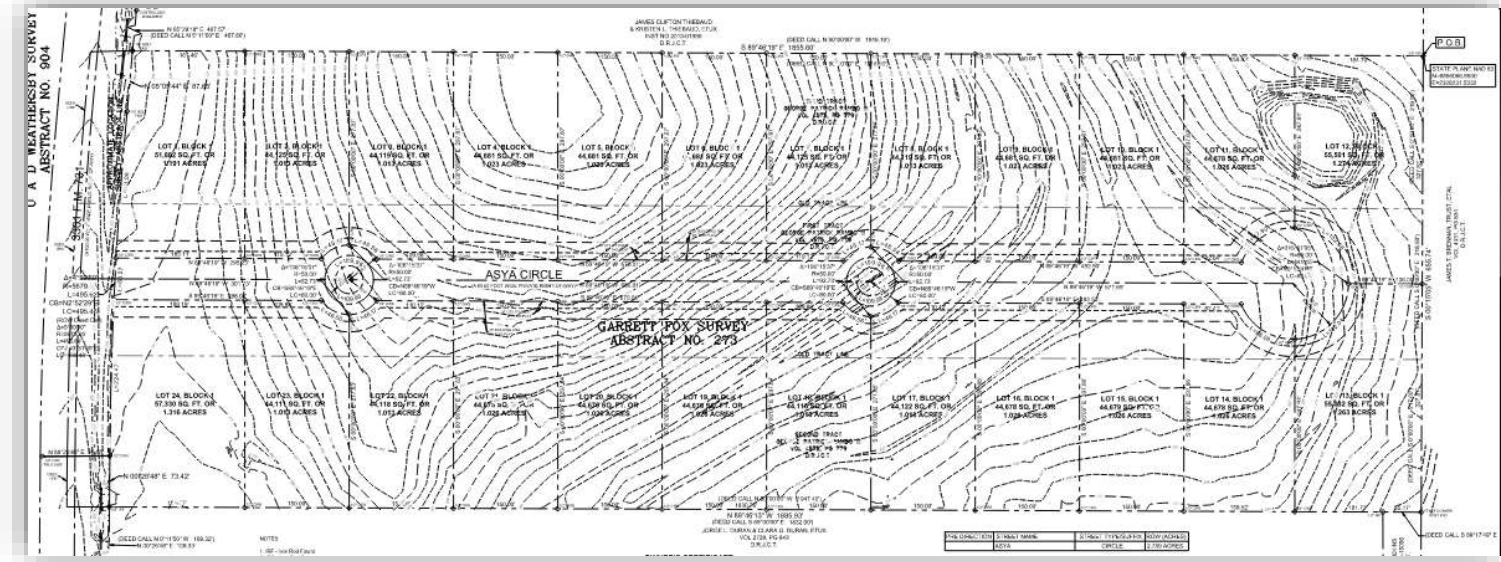
Waiver Request – Street Section

Sherwood Forest Estates

Item C.

Proposed Residential Subdivision:

- Property located in the City's ETJ
- Preliminary Plat approved February 24, 2002
- Proposes 24 single-family residential lots
 - Minimum one-acre lots
 - Water service by Bethesda Water
 - Sewer service by on-site sewage facility



Waiver Request – Street Section

Sherwood Forest Estates

History:

- April 2022 - initial review noted pavement section detail did not conform to City Standards, staff provided two options
 - Construct to City standards
 - Seek a waiver to City standards
- May 2022 –construction drawings released
- June 2022 – discovered comments regarding pavement section were not made prior to release of plans
 - Immediately contacted developer and provided the two initial options – no pavement had been placed yet
 - Developer provided geotechnical report with alternate pavement section design – developer informed a waiver was required as staff does not have the authority to approve waivers
- August 7, 2022 – staff informed developer intended to place pavement, no waiver had been requested to date
 - Developer contacted immediately and informed a waiver would be required prior to placement of material
 - Informed plat may not be filed and the county will not issue development permits without a filed plat

Waiver Request – Street Section

Sherwood Forest Estates

History:

- August 10, 2022 – Developer placed a portion of the material without benefit of inspection as required
- September 1, 2022 – Meeting held between city staff and developer, staff informed developer, geotechnical report recommendations would be considered if the following conditions were met
 - A gate will be installed with a Knox box meeting the City's regulations for a gated entry, and the neighborhood would be considered private. Developer shall file with Johnson County restrictive covenants stating the HOA will be the responsible party for maintenance and operation of the private access easement and associated drainage. A copy of the filed covenants shall be provided to the City prior to filing of the plat.
 - A revised preliminary plat or final plat with lot lines shown to the center of the private access easement per the City's regulations
 - Conceptual approval for the connection of the new road to John Jones Drive (FM 731), a TxDOT roadway (conceptual approval has been obtained).
 - Prior to filing the plat
 - All infrastructure will be completed, including the connection to John Jones Drive (FM 731) and any auxiliary lanes required by TxDOT
 - A letter from Bethesda Water Supply shall be provided accepting the water line improvements associated with the development.

Waiver Request – Street Section

Sherwood Forest Estates

City of Burleson:

- Per interlocal agreement with Johnson County
 - Burleson has platting authority within ETJ
 - City can extend development design standards to ETJ developments including paving standards
- Burleson Subdivision Ordinance
 - Public streets shall be designed and constructed per public roadway standards
 - City inspectors inspect street paving and associated drainage
- City does not maintain roadways located within the ETJ

Johnson County:

- Limited funding available for maintenance of roadways
 - Roadways constructed to city standards can be more expensive to maintain and may be prioritized lower for maintenance
 - Can create future burdens on property owners

Waiver Request – Pavement Section

Sherwood Forest Estates

Item C.

Waiver Request

- Similar request received and approved in past
- Private street will not be maintained by Johnson County
- Geotechnical Engineer recommends alternate section

	City Standard	Geotechnical Engineer Recommendation
Concrete Thickness	6 inches	8 inches
Subgrade	8-inch stabilized soil	95% compacted soil
Strength	3600-psi	3600-psi
Reinforcement	#4 steel bars on 24" centers	#4 steel bars on 24" centers

Waiver Request – Pavement Section

Sherwood Forest Estates

Item C.

Notification:

- Public notices mailed to property owners within 200 feet of subject property
- Published in newspaper



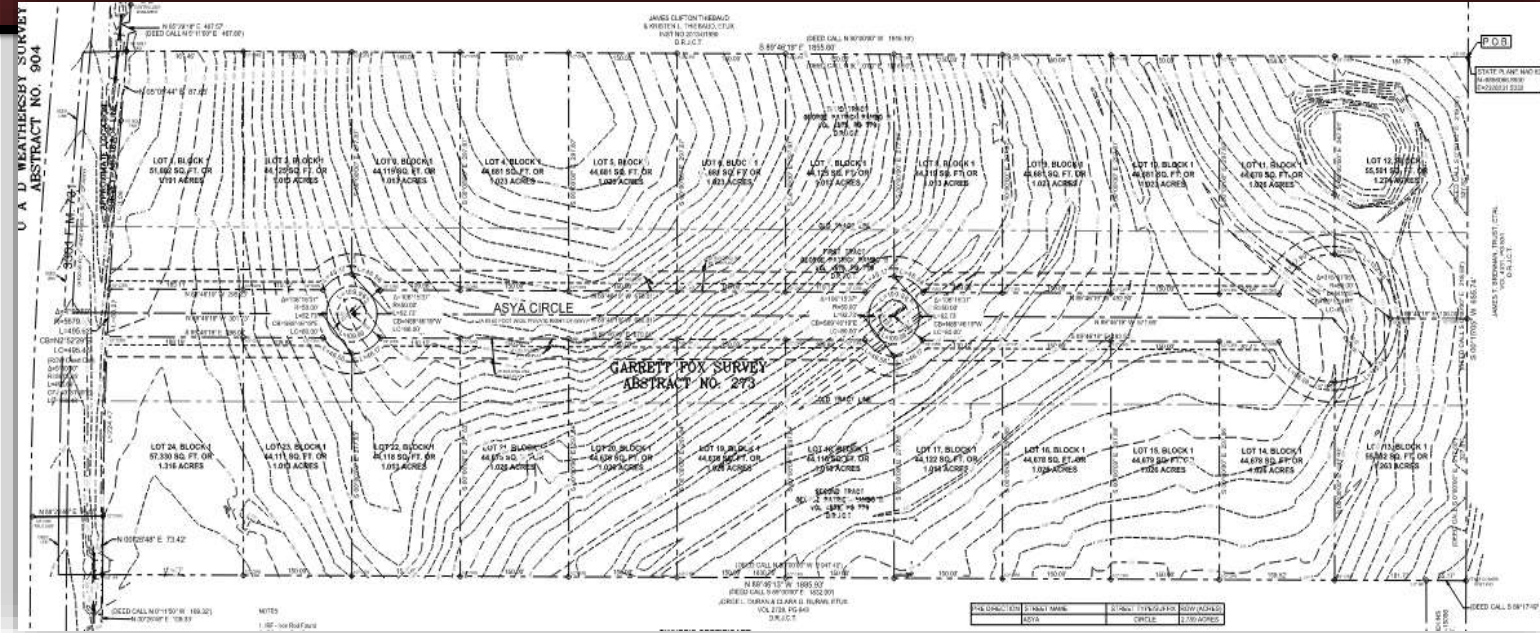
Waiver Request – Pavement Section

Sherwood Forest Estates

Item C.

P&Z Action Requested

Staff recommends approval of the requested waiver based on the geotechnical report recommendations provided staff conditions provided to the developer are met.



Questions/Discussion