

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURLESON AND ABBY DEVELOPMENT

This Economic Development Agreement (the "Agreement") is entered into as of October 17th, 2016 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, and Abby Development I, LP ("Abby"), a Texas limited partnership, by Brian K. Clarke, Manager of Abby Development, LLC, a Texas limited liability company, the general partner of Abby Development I, LP, a Texas limited partnership, on behalf of such limited partnership.

WITNESSETH:

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Section 380.001 of the Local Government Code (Section 380.001); and

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

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

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and TEX. LOC. GOV'T CODE §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Abby seeks to develop a multi-phase, planned development at the southwest corner of SW Wilshire Blvd and NW John Jones Drive (the "**Property**"); and

WHEREAS, the City has found the Development will contribute to an increase in economic development in the City; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1.
AUTHORIZATION**

The City Council finds and determines that this Agreement is authorized and governed by Section 380.001 and by the Program.

**ARTICLE 2.
DEFINITIONS**

- 2.01 "Affiliate" means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with Abby.
- 2.02 The terms "Agreement," "Effective Date," "Property," "City," "Abby," and "Program," shall have the meanings provided, above.
- 2.03 "Available Property Taxes" means the portion of the ad valorem taxes established by the Johnson County Appraisal District on land and the improvements located on the Property attributable to the City of Burleson and actually received by Burleson, not including taxes attributable to the mineral estate. This does not include any sales tax collected on the Property.
- 2.04 "Capital Investment" means the appraised value on the Property and Development as calculated by the Johnson County Appraisal District.
- 2.05 "Certificate of Occupancy" means the document issued by the City of Burleson certifying the Development, or a portion of the Development, is in compliance with City building codes and suitable for occupancy.
- 2.06 "Qualifying Capital Investment" means a Capital Investment of not less than \$30,000,000 (thirty million dollars).
- 2.07 "Development" means the construction of buildings, infrastructure and associated improvements in general conformity to the conceptual site plan of the Property as depicted on **Exhibit C**.
- 2.08 "Tax Rebate Payment(s)" means the periodic payments of the Available Property Taxes as provided herein.
- 2.09 "Public Improvements" means the public infrastructure improvements required to support the Development, specifically (i) Commons Drive from the edge of Property to SW Wilshire Blvd. and (ii) Greenridge Drive from the edge of Property to NW John Jones Drive, which are constructed off-site from the Property and shown in further detail as **Exhibit B**.

ARTICLE 3.
TERM

- 3.01 The term of this Agreement shall commence on the Effective Date and will terminate ten (10) years following the first Certificate of Occupancy granted at the Development.

ARTICLE 4.
COVENANTS OF ABBY

- 4.01 Covenants Regarding Abby Development and Operations. In consideration of City agreeing to pay Abby the Tax Rebate Payments in accordance with the terms, provisions and conditions of this Agreement, Abby agrees to the following, which are not obligations of Abby, but are duties that must be fulfilled in order to receive Tax Rebate Payments:
- (A) Purchase the Property located at the southwest corner of SW Wilshire Blvd and NW John Jones Drive that is needed for the Development and shown on **Exhibit A**. So long as the Property remains subject to this Agreement, Abby may sell all or portions of the Property.
 - (B) Design, construct and operate the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws, subject to approval and variances granted by the Burleson City Council. All phases of the Development need not be completed so long as Abby has met the Qualifying Capital Investment.
 - (C) Obtain the first Certificate of Occupancy for the Development no later than five (5) years of the Effective Date of this Agreement.
 - (D) Cause the design and construction of Public Improvements to support the Development within three (3) years of the Effective Date of this Agreement, shown in further detail on **Exhibit B**. Abby shall be solely responsible for the acquisition of any and all rights-of-way and easements required for Public Improvements.
 - (E) Present zoning request of PD – Planned Development for all properties as shown on **Exhibit A** within six (6) months from the Effective Date of this Agreement and in general conformity to the site plan as shown on **Exhibit C**.
 - (F) Public Improvements shall be constructed per the City's Design Standards Manual adopted November 6, 2008 Specifically, Commons Drive shall adhere to all design requirements as it relates to the floodplain based upon Section 4.6 and 5.6 in the City's Design Standards Manual with approval from the City.

- (G) Submit acceptable documentation of the actual expenses incurred during the construction of Public Improvements .
- (H) Operate the Development for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings of the Development for repair, renovations and/or alterations not to exceed ninety (90) days.
- (I) Remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.

ARTICLE 5.
TAX REBATE PAYMENTS

- 5.01 Subject to Abby complying with its duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, Abby shall be entitled to receive Tax Rebate Payments and benefits according to the schedule set forth in this Article.
- 5.02 The right to Tax Rebate Payments shall commence on the first January 1st to occur after Abby first meets the Qualifying Capital Investment, subject to the compliance of Abby with all other provisions and requirements of this Agreement.
- 5.03 The City shall make Tax Rebate Payments to Abby in annual installments equal to 80% of Available Property Taxes paid to the City for the prior calendar year for which the Qualifying Capital Investment was established.
- 5.04 The Tax Rebate Payments shall cease after the first of (i) the end of the term as defined in Article 3 of this Agreement, or (ii) the maximum payment of \$4,800,000 (four million eight hundred thousand dollars) for Public Improvements.

ARTICLE 6.
AUTHORITY; COMPLIANCE WITH LAW

- 6.01 Abby hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Abby and this Agreement constitutes the legal, valid and binding obligation of Abby, and is enforceable in accordance with its terms and provisions.
- 6.02 Notwithstanding any other provision of this Agreement, Abby shall comply with all federal, state, and local laws.
- 6.03 During the term of this Agreement, Abby agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Abby shall repay the amount of the Grant Payments

received by Abby as of the date of such violation within 120 business days after the date Abby is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Abby's violation of this section.

ARTICLE 7.
DEFAULT AND REMEDIES

7.01 Default by Abby.

(A) In the event: (i) Abby fails to fulfill its obligations under Article 4 of this Agreement; (ii) Abby has delinquent ad valorem or sales taxes owed to the City provided that Abby retains the right to timely and properly protest and/or contest any such taxes; or (iii) Abby materially breaches any of the material terms and conditions of this Agreement, then Abby after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give Abby written notice of such breach and/or default, and if Abby has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to Abby, and the City shall have no further obligation to Abby.

(B) In the event Abby fails to comply with its obligations under this Agreement Abby shall (i) repay the Tax Rebate Payments in Article 5, plus interest at the rate Burleson is paying on the most recent issuance of bond indebtedness prior to Abby's violation of this section, and (ii) not be entitled to any additional payments from City. This Section shall survive termination of this Agreement.

7.02 If the City fails to make any payments to Abby required hereunder, then such payments shall bear interest at the rate Burleson is paying on the most recent issuance of bond indebtedness prior to the City's failure to pay

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

ARTICLE 8.
RIGHT OF OFFSET

Abby agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Abby may respond or act, City may offset the amount of Tax Rebate Payments installment due to Abby for any calendar year under

this Agreement against any amount which is: (i) lawfully due to City from Abby, and (ii) not subject to challenge by Abby in a court of competent jurisdiction by Abby.

ARTICLE 9.
VENUE AND GOVERNING LAW

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

ARTICLE 10.
FORCE MAJEURE

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

ARTICLE 11.
GIFT TO PUBLIC SERVANT OR TO ABBY REPRESENTATIVE

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

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

ARTICLE 12.
ASSIGNMENT

Abby may not assign any part of this Agreement without consent or approval by the City Council.

ARTICLE 13.
INDEMNIFICATION

- 13.01 **ABBY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF OTS OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Abby and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.
- 13.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Abby's construction of the Development.

ARTICLE 14.
MISCELLANEOUS MATTERS

- 14.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 14.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 14.03 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of

any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

- 14.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 14.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 14.07 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Abby: Abby Development I, LP
3333 Welborn Street, Suite 300
Dallas, TX 75219
Attn: Brian K. Clarke, Chief Executive Officer and
Mason B. Green, Vice President

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

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

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

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

[Signature pages to follow]

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

APPROVED AS TO FORM AND LEGALITY:

C. Allen Taylor
City Attorney

**THE CITY OF BURLESON,
a Texas municipal corporation**

By: [Signature]

Name: Ken Shetter

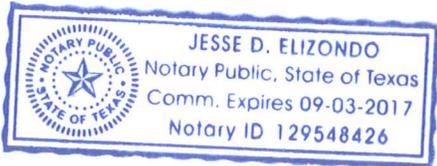
Title: Mayor

Date: 10/17/16

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on October 17, 2016 by Ken Shetter, known personally by me to be the Mayor of the City of Burleson, on behalf of said City.

[Notary Seal]



JESSE ELIZONDO / [Signature]
Notary Public, State of Texas
EXP: 9/3/17

Abby Development I, LP, a Texas limited partnership

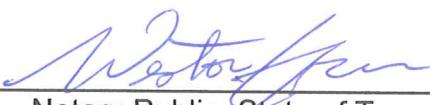
By: Abby Development, LLC, a Texas limited liability company
Its General Partner

By: 
Name: Brian K. Clarke
Title: Manager
Date: 10/17/2016

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on October 17th, 2016 by Brian K. Clarke, known personally by me to be the Manager of Abby Development, LLC, a Texas limited liability company, the general partner of Abby Development I, LP, a Texas limited partnership, on behalf of such limited partnership.

[Notary Seal]


Notary Public, State of Texas

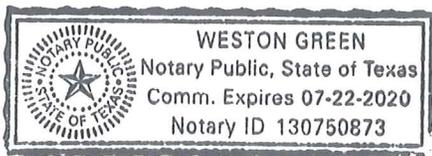


Exhibit A Property

EXHIBIT A – LEGAL DESCRIPTION

Being a 95.484 acre tract of land situated in the S. BLAIR SURVEY, ABSTRACT NO. 66 and the J. MINETT SURVEY, ABSTRACT NO. 548, City of Burleson, Johnson County, Texas, being a portion of that certain tract of land described in deed as Tract 1, to Nella Group LLC, recorded in Instrument No. 2012-01440, Real Property Records, Johnson County, Texas, said 95.484 acre tract being more particularly described as follows:

BEGINNING at a ½” iron rod found at the north corner of said Tract 1, at the easterly southeast corner of Phase Two B, SHANNON CREEK, an Addition to the City of Burleson, Johnson County, Texas, according to the Plat recorded in Volume 10, Page 324, Drawer E, Plat Records, Johnson County, Texas, said ½” iron rod found also being the southwesterly line of that certain tract of land described in deed to DB Adams Land Holdings, LLC, recorded in Instrument No. 2015-13885, Real Property Records, Johnson County, Texas;

THENCE S 45°46’00” E, along the common line of said Tract 1 and DB Adams Land Holdings, LLC, tract, a distance of 610.95 feet to a ½” iron rod found at the most south corner of said DB Adams Land Holdings, LLC., tract, in the northwesterly line of Lot 1, Block 1, RIVER PLACE ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the Plat recorded in Volume 10, Page 268, Slide E, Plat Records, Johnson County, Texas;

THENCE S 44°34’42” W, along the northwesterly line of said Lot 1, Block 1, RIVER PLACE ADDITION, a distance of 299.97 feet to a ½” iron rod found at the most west corner of said Lot 1, Block 1, RIVER PLACE ADDITION;

THENCE S 45°37’04” E, along the southwesterly line of said Lot 1, Block 1, RIVER PLACE ADDITION, a distance of 999.38 feet to a ½” orange capped iron rod set stamped “Yarger 5854”, at the most south corner of said Lot 1, Block 1, RIVER PLACE ADDITION, said iron rod being in the original southeasterly line of said Tract 1 to Nella Group LLC;

THENCE S 44°56’16” W, along the original southeasterly line of said Tract 1 to Nella Group LLC, a distance of 670.74 feet to a ½” iron rod found; THENCE S 45°36’10” E, continuing along the original southeasterly line of said Tract 1 to Nella Group LLC a distance of 232.86 feet to a ½” iron rod found at the north corner of Block 1, YAMAHA ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the plat recorded in Volume 9, Page 179, Slide C, Plat Records, Johnson County, Texas;

THENCE S 28°16’32” W, continuing along the original southeasterly line of said Tract 1 to Nella Group LLC and along the northwesterly line of said Block 1, YAMAHA ADDITION, a distance of 333.63 feet to a ½” iron rod found at the most west corner of said Block 1, YAMAHA ADDITION, in the north line of that certain tract of land described in deed as Tract 2 to Nella Group LLC, recorded in said Instrument No. 2012-01440, Real Property Records, Johnson County, Texas;

THENCE along the common line of said Tract 1 and said Tract 2 to said Nella Group LLC, as follows:

S 79°24'30" W, a distance of 30.21 feet to a point;
N 78°49'05" W, a distance of 122.35 feet to a point;
S 62°42'19" W, a distance of 92.58 feet to a point;
S 19°49'37" W, a distance of 90.45 feet to a point;
S 42°27'58" W, a distance of 117.30 feet to a point;
S 75°43'28" W, a distance of 202.94 feet to a point;
N 82°15'54" W, a distance of 104.15 feet to a point;
S 76°35'22" W, a distance of 36.56 feet to a point;
S 43°54'20" W, a distance of 47.70 feet to a point;
S 60°45'53" W, a distance of 75.77 feet to a point;
S 49°12'45" W, a distance of 141.12 feet to a point;
S 52°05'19" W, a distance of 95.47 feet to a point;
S 68°09'14" W, a distance of 35.62 feet to a point;
S 84°50'57" W, a distance of 93.65 feet to a point;
S 80°24'45" W, a distance of 29.04 feet to a point;
S 60°18'19" W, a distance of 31.95 feet to a point;
S 82°54'45" W, a distance of 18.90 feet to a point;
S 36°48'11" W, a distance of 60.63 feet to a point;
S 44°15'31" W, a distance of 36.78 feet to a point;
S 70°12'14" W, a distance of 56.95 feet to a point;
S 47°53'29" W, a distance of 31.39 feet to a point;
S 61°08'22" W, a distance of 10.95 feet to a point in the northeasterly line of Hulen Street (County Road No. 920 – Right-of-Way varies), at the southwest corner of said Tract 1 to said Nella Group LLC and the westerly northwest corner of said Tract 2 to said Nella Group LLC;

THENCE along the northeasterly line of said Hulen Street as follows:

N 46°01'10" W, a distance of 8.92 feet to a point;
N 45°58'08" W, a distance of 281.26 feet to a ½" iron rod found;
N 46°52'01" W, a distance of 287.98 feet to a ½" iron rod found;
N 45°34'17" W, a distance of 880.01 feet to a ½" iron rod found at the original most west corner of said Tract 1 to said Nella Group LLC;

THENCE N 44°56'33" E, at a distance of 35.00 feet passing a ½" iron rod found at the most southerly corner of Phase One, SHANNON CREEK, an Addition to the City of Burleson, Johnson County, Texas, according to the Plat recorded in Volume 9, Page 647, Slide C, Plat Records, Johnson County, Texas, and continuing, along the common line of said Tract 1 to said Nella Group LLC and said Phase One, SHANNON CREEK, passing the easterly southeast corner of said Phase One, SHANNON CREEK and the most south corner of Phase Two B, SHANNON CREEK, an Addition to the City of Burleson, Johnson County, Texas, according to the Plat recorded in Volume 10, Page 324, Drawer E, Plat Records, Johnson County, Texas, and continuing, along the common line of said Tract 1 to said Nella Group LLC and said Phase Two

B, SHANNON CREEK, in all, a distance of 2661.12 feet to the POINT OF BEGINNING and containing 95.484 acres (4,159,313 square feet) of land, more or less.

SAVE AND EXCEPT:

BEING a called 1.805 acre tract of land situated in the S. BLAIR SURVEY, ABSTRACT No. 66, Johnson County, Texas, being a portion of that certain tract of land described in deed to Alenco Cellular, Inc., recorded in Volume 3171, Page 567, Deed Records, Johnson County, Texas, said 1.805 acre tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod set with cap stamped “rpls 5544” from which a ½” iron rod found for an angle point in the southeast line of said Alenco Cellular tract bears N 76°40’05” E, 466.45 feet;

THENCE S 21°54’44” E, a distance of 223.84 feet to a ½ inch iron rod set with cap stamped “rpls 5544”;

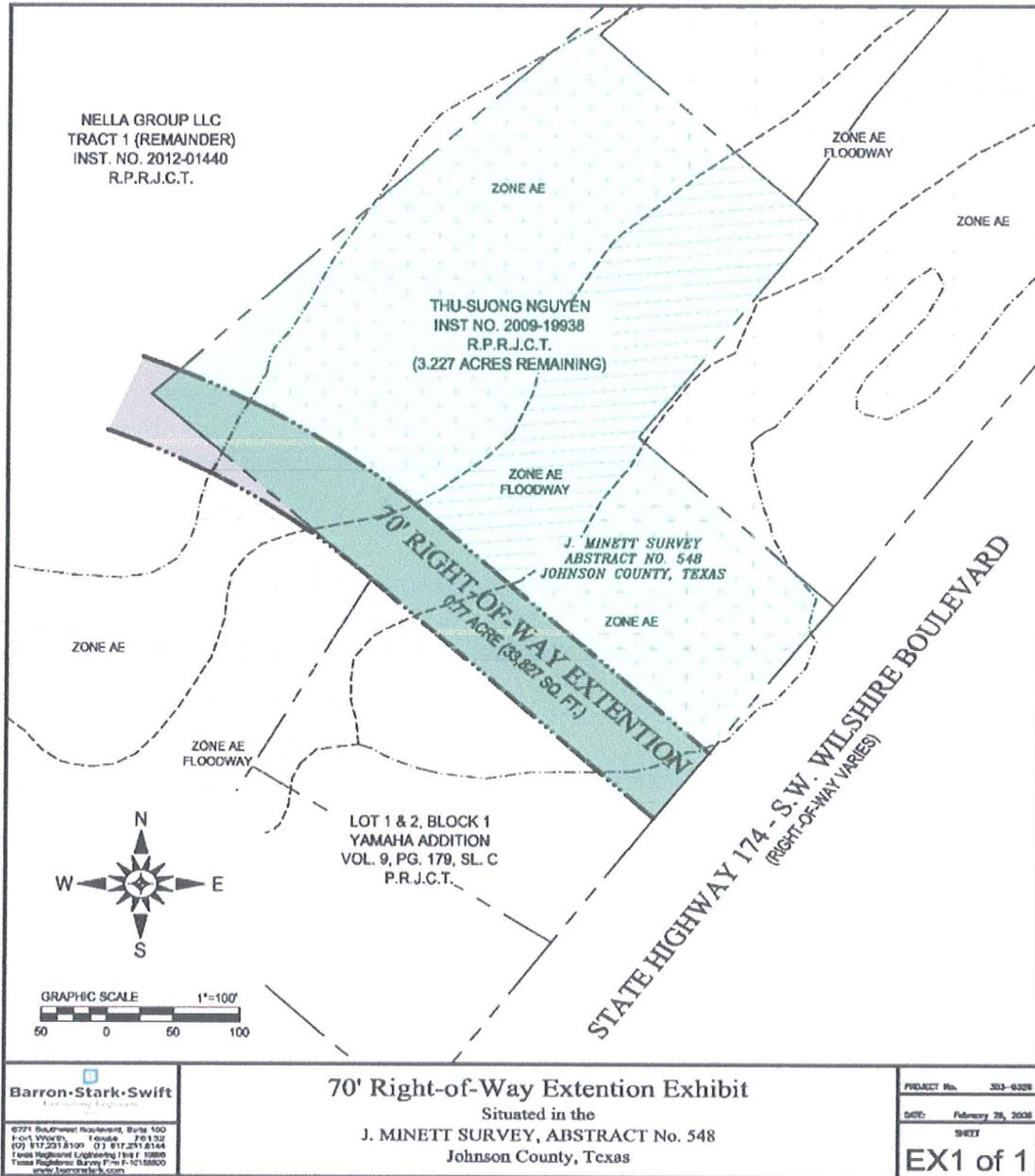
THENCE S 66°23’20” W, a distance of 362.32 feet to a ½ inch iron rod set with cap stamped “rpls 5544”;

THENCE N 17°59’05” W, a distance of 220.59 feet to a ½ inch iron rod set with cap stamped “rpls 5544”;

THENCE N 65°41’36” E, a distance of 347.35 feet to the point of beginning and containing 1.805 acres (78,626 square feet) of land, more or less.

Exhibit B
Public Improvements

**Public Improvement
Commons Drive from Property to SW Wilshire Blvd.**



Barron-Stark-Swift
 Consulting Engineers
 6721 Southwest Boulevard, Suite 100
 Fort Worth, Texas, FTX 76132
 (714) 817-2313 FAX (714) 817-2511
 Texas Registered Engineering Firm # 12088
 Texas Registered Survey Firm # 10138800
 www.barronstarkswift.com

70' Right-of-Way Extension Exhibit
 Situated in the
J. MINETT SURVEY, ABSTRACT No. 548
 Johnson County, Texas

PROJECT No.	303-0208
DATE:	February 26, 2008
SHEET	
EX1 of 1	

**Public Improvement
Greenridge Drive from Property to NW John Jones Drive**

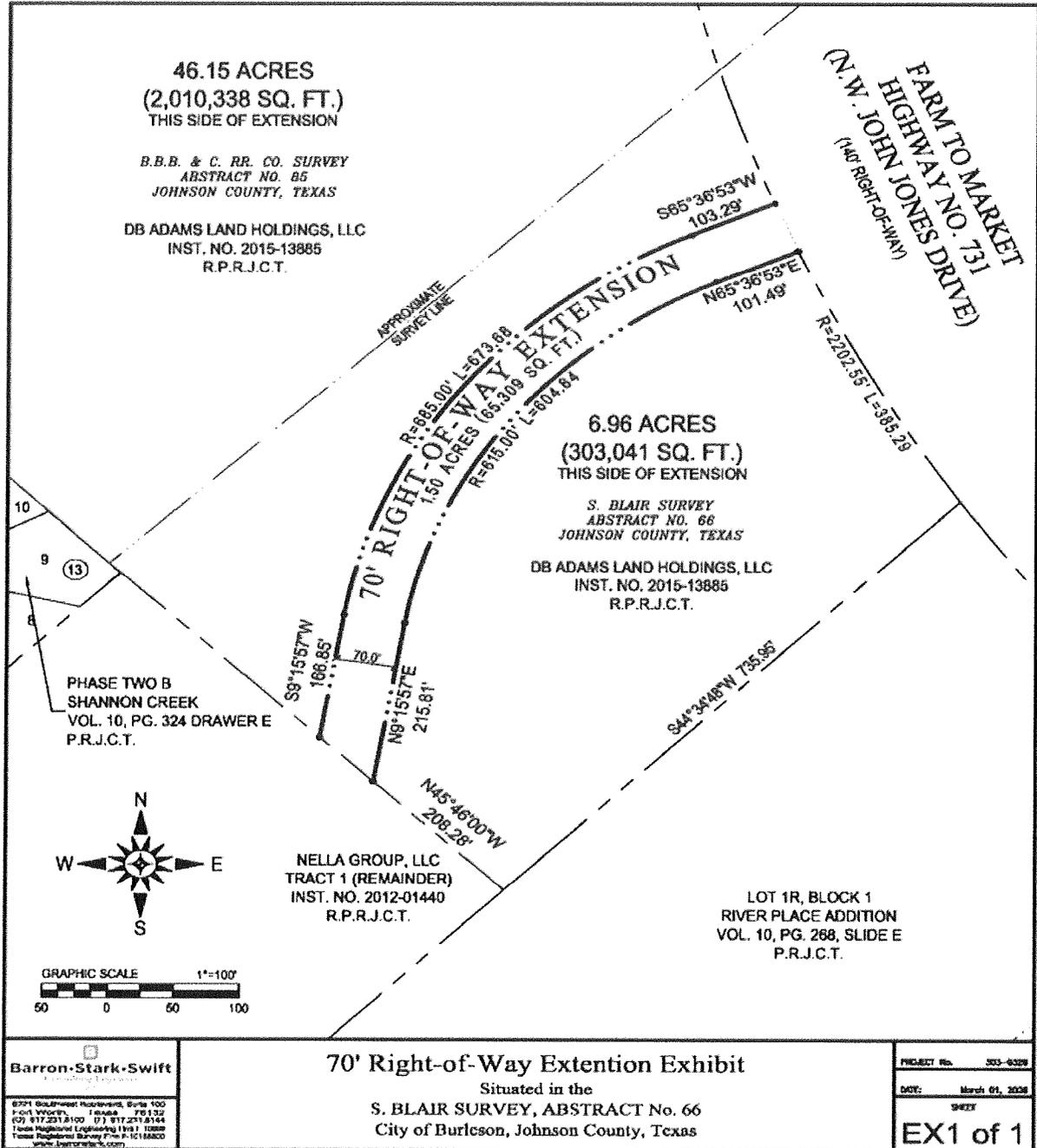


Exhibit C Development

ARABELLA AT BURLESON ZONING EXHIBIT CONCEPT PLAN
BURLESON, TEXAS



- TRACT 11 - COMMERCIAL SITE:
SITE AREA: 2.10 AC.
- TRACT 12 - COMMERCIAL SITE:
SITE AREA: 2.97 AC.
- TRACT 13 - OFFICE/RETAIL/CLIMATE CONTROLLED STORAGE FACILITIES:
SITE AREA: 6.17 AC.
- TRACT 14 - EXISTING GAS WELL SITE:
SITE AREA: 1.81 AC.
- TRACT 15 - DONATION TO CITY:
SITE AREA: 2.07 AC.
- TRACT 14 - GREEN BELT:
SITE AREA: 10.62 AC.
- TRACT 17 - PRIVATE OPEN SPACE:
SITE AREA: 0.28 AC.
- RIGHT OF WAY: 8.34 AC.

- TRACT 11 - COMMERCIAL SITE:
SITE AREA: 2.10 AC.
- TRACT 12 - COMMERCIAL SITE:
SITE AREA: 2.97 AC.
- TRACT 13 - OFFICE/RETAIL/CLIMATE CONTROLLED STORAGE FACILITIES:
SITE AREA: 6.17 AC.
- TRACT 14 - EXISTING GAS WELL SITE:
SITE AREA: 1.81 AC.
- TRACT 15 - DONATION TO CITY:
SITE AREA: 2.07 AC.
- TRACT 14 - GREEN BELT:
SITE AREA: 10.62 AC.
- TRACT 17 - PRIVATE OPEN SPACE:
SITE AREA: 0.28 AC.
- RIGHT OF WAY: 8.34 AC.

TABULATIONS

OVERALL SITE AREA: 95.48 AC.

TRACT 1 - MULTI-FAMILY
SITE AREA: 11.88 AC.
TOTAL: 250 UNITS

TRACT 2 - DETENTION POND
SITE AREA: 1.39 AC.

TRACT 3 - COMMERCIAL SITE:
SITE AREA: 1.81 AC.

TRACT 4 - PRIVATE OPEN SPACE:
SITE AREA: 0.69 AC.

TRACT 5 - INDEPENDENT COTTAGE LIVING & ASSISTED LIVING & MEMORY CARE:
SITE AREA: 20.27 AC.
TOTAL: 124 UNITS

TRACT 6 - INDEPENDENT APARTMENTS LIVING:
SITE AREA: 4.24 AC.
TOTAL: 100 UNITS

TRACT 7 - COMMERCIAL SITE:
SITE AREA: 1.39 AC.

TRACT 8 - COMMERCIAL SITE:
SITE AREA: 1.37 AC.

TRACT 9 - DETENTION POND:
SITE AREA: 1.00 AC.

TRACT 10 - GARDEN HOME SITE:
SITE AREA: 1.00 AC.
TOTAL: 20 UNITS

EXHIBIT A