



## Council Policy and Valuation Committee Agenda

Wednesday, January 24, 2024  
11:00 AM

City Hall - 141 W. Renfro  
Burleson, TX 76028

1. **CALL TO ORDER**

2. **CITIZEN APPEARANCES**

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

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

3. **GENERAL**

**A.** Consider approval of the minutes from the November 20, 2023 Council Policy and Valuation Committee meeting. *(Staff Contact: Amanda Campos, City Secretary)*

**B.** Receive a report, hold a discussion, and provide staff direction regarding the pursuit of the Texas Comptroller of Public Accounts' Transparency Stars program which recognizes local governments for going above and beyond in their transparency efforts. *(Staff Presenter: Harlan Jefferson, Deputy City Manager)*

**C.** Receive a report, hold a discussion and provide feedback regarding Easement & Right-of-way Use Agreements. *(Staff Presenter: Tony McIlwain, Development Services Director)*

**D.** Receive a report, hold a discussion, and provide staff feedback regarding the Asset Management Policy and Risk Matrix. *(Staff Presenter: Eric Oscarson, Deputy City Manager)*

4. **BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

5. **EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Committee may convene in Executive Session in the City Council Workroom at City Hall to conduct a closed meeting to discuss any item listed on this agenda.

**A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**

6. **ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 17th of January 2024, by 6:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

**ACCESSIBILITY STATEMENT**

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## Council Policy and Valuation Committee

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** January 24, 2024

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**SUBJECT:**

Consider approval of the minutes from the November 20, 2023 Council Policy and Valuation committee meeting. *(Staff Contact: Amanda Campos, City Secretary)*

**SUMMARY:**

The Council Policy and Valuation committee duly and legally met on November 20, 2023 for a regular meeting.

**OPTIONS:**

Committee may approve the minutes as presented or approve with amendments.

**RECOMMENDATION:**

Approve.

**STAFF CONTACT:**

Amanda Campos  
City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665

**COUNCIL POLICY & VALUATION COUNCIL COMMITTEE**  
**November 20, 2023**  
**DRAFT MINUTES**

Council present:

Dan McClendon  
 Larry Scott  
 Adam Russell

Council Absent:

Staff present

Eric Oscarson, Deputy City Manager  
 Harlan Jefferson, Deputy City Manager  
 Matt Ribitzki, Deputy City Attorney  
 Amanda Campos, City Secretary  
 Monica Solko, Deputy City Secretary  
 Tony McIlwain, Director of Development Services  
 Emilio Sanchez, Deputy Director of Development Services  
 Alex Philips, Director of Economic Development  
 Justin Scharnhorst, Assistant City to the City Manager

**1. CALL TO ORDER – Time: 10:00 a.m.**

Dan McClendon called the meeting to order at 10:01 a.m.

**2. CITIZEN APPEARANCES**

- None.

**3. GENERAL**

**A. Nominate and elect a Chair for the Council Policy & Valuation Committee for Fiscal Year 2023-2025 term. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Larry Scott and Adam Russell to nominated Dan McClendon to serve as chair.

Motion passed 3-0.

**4. REPORTS AND DISCUSSION ITEMS**

**A. Receive a report, hold a discussion and provide staff direction regarding options for easement and right-of-way use agreement. (Staff Presenter: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented options for easements and right-of-way use agreements to the committee.

Discussion included:

- Anything located in Old Town: public parking, public sidewalk, or right of way should come to council for consideration.
- Everything outside of Old Town: residential pools, patio with easement or right of way encroachment allow staff to handle.

During the discussion on allowable improvements, the Committee was in favor of option 1: provide new form agreement for easement and/or right-of-way use agreement for council consideration.

Recommending body:

- New form agreements within Old Town to be taken to the Old Town Design Standards Review Committee to review and make recommendations much like the Planning & Zoning Commission before final decision by council.
- New form agreement (outside of Old Town) to be taken directly to council for final consideration.
- Specific use permits would proceed to Planning and Zoning Commission as the recommending body then forward to council final decision.

Renewals:

- Unless changes, add to council Friday reports.
- Auto renewals, no need to fill out new application if no changes. Staff will spot check to confirm no changes.

Fees:

- \$125 application fee one-time flat fee.
- Other possible fees: annual renewal and changes

Committee preferred an ordinance versus a policy for easement and right-of-way processes. An ordinance would be codified in the city's Code of Ordinances.

The committee requested staff to make the changes requested and bring back to the committee before taking it to the full council.

**B. Hold a discussion and provide staff direction on City Council Policy #39, council technology. (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, discussed City Council Policy #39, council technology to the committee.

Discussion included:

- Keep funding in the budgeting process.
- Turn in city issued equipment.
- No future city owed equipment will be issued.
- Eliminate policy and bring to full council for consideration

**5. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- None.

**6. ADJOURN**

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

**Time: 11:57 a.m.**

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Monica Solko  
Deputy City Secretary



Transparency Stars

## Frequently Asked Questions

If you don't see your question addressed below, please contact the Transparency Stars Team  
[mailto:transparency.stars@cpa.texas.gov].

### ▼ What is the deadline for the Transparency Star awards?

There are no application deadlines for Transparency Stars. Transparency Stars are granted and maintained on an ongoing basis.

### ▼ How does the Transparency Stars program differ from the Leadership Circle?

The Comptroller of Public Accounts launched the Texas Comptroller Leadership Circle program in December 2009 to encourage local governments to meet high standards for online financial transparency. At that time, relatively few public entities had dedicated websites devoted to publishing financial data to inform and provide accountability to taxpayers. The Leadership Circle set standards for posting financial documents such as Annual Comprehensive Financial Reports (ACFRs) audits online in a central location. The public expectation for government transparency, however, has changed dramatically since then.

Simply posting financial documents is no longer enough. Taxpayers are demanding more, be it in the form of downloadable datasets, new visual representations of information or even simple bulleted lists of key figures. The Comptroller's office seeks to adapt to these changing times with its new Transparency Stars program. It recognizes local governments that go above and beyond previous standards for open government.

### Learn more about the general criteria for Transparency Stars

[comptroller.texas.gov/transparency/local/stars/general-criteria.php].

### ▼ My entity does not have the resources to meet some of the requirements of the Transparency Stars program, but we want to participate. What can we do?

Transparency Stars participants demonstrate a significant commitment to transparency. Various types of software can be used to meet program requirements. The Comptroller does not partner with or endorse vendors for the Transparency Stars program. Our office strives to be of assistance in answering your questions and providing guidance so that any city, county or school district, regardless of resources, can move toward greater transparency. To fulfill the downloadable data requirement, fo

example, local governments must post data sets that are searchable and in a format that can be used for analysis, including chart - or graph-making. (Note: PDFs are not an accepted raw data format.) Data sets should be structured into common-sense categories that are clearly labeled.

Item B.

We offer these tips on compiling a check register:

- In order to meet the check/expense register criteria for Transparency Stars, your entity must post all transactions including electronic ones, not just written checks.
- You may be able to use your accounting software to create expenditure reports that are reusable each month. If not, off-the-shelf accounting software can download transactions from your financial institution once they are completed.
- Your financial institution's website may also allow you to download a spreadsheet detailing all of your entity's monthly transactions.
- Note that employee pay, benefits and withholding amounts are confidential information. These transactions should be aggregated into totals within the check register.

All downloadable data sets must be kept as current as possible. For the Traditional Finances downloadable data requirements, new annual raw format budgets must be posted as soon as they are available, and the check register must always reflect the prior 36 months of activity.

In addition, the Comptroller's office has developed a set of Visualization templates and summary forms that local governments may use in fulfilling the visualization and summary requirements.

▼ Not all five of the transparency areas apply to my local government. Will we be penalized for not having our own pension plan or designated contracts division?

Each Transparency Star is representative of transparency excellence in a specific function or service area. If a unit of government does not provide a particular service or perform that function, our office cannot evaluate excellence in that area. The absence of a Star does not indicate a lack of transparency in that particular area; instead, each Star is a prestigious achievement in clearly presenting great breadth and depth of the information for a specific area. Due to limited independent decision-making, entities participating in statewide or other non-single employer defined benefit plans are ineligible for the Public Pensions Transparency Star, as noted in our awardees table.

▼ This information is already included in my local government's financial documents. Can't we just direct people to the information that's already posted?

Some of the required information may already be included in traditional financial documents. However, one of the goals of Transparency Stars is to make local finance information easier for taxpayers to access and understand. The program seeks to recognize those entities that provide a snapshot of the most important pieces of information in a readily accessible format. The summaries and other documents required to earn a Star could also serve as an opportunity to highlight key data in annual financial reports and direct the public to other details contained within them.

▼ I participated in the Leadership Circle program and have a Leadership Circle emblem displayed on my website. Am I expected to remove the emblem now that the program is retired?

Item B.

Though transparency achievements made as part of the Leadership Circle program are still relevant, the program and its awards have been discontinued. We ask that as Transparency Stars are earned, those insignia replace, rather than coexist with, Leadership Circle insignia on the local government entity website.

▼ What is to be included in revenues and expenditures per the Traditional Finances guidelines?

Expenditures include all payments that a local government makes no matter what fund a payment is made from and should mirror the total combined budget.

Expenditures should include:

1. all operational expenditures
2. all debt payments
3. all electronic fund transfers
4. all other funds (such as enterprise funds) beyond the general fund (GF) and
5. any other payments from any funds of the local government

Revenues include all sources of revenue that a local government collects through taxes, fees or fines as well as any other sources such as grants, federal or state sources.

▼ Is it acceptable for entities to provide a total monthly payroll amount rather than each individual person's name and monthly check amount in the check register?

Yes, it's ok to aggregate payroll.

▼ Many local governments consider bond proceeds and grants as part of total revenue. Should funds from these sources be included in total revenue?

Yes, these sources must be included in revenues.

▼ I have concerns that greater transparency will possibly open my local government to greater financial risk. Is the Stars program still for me?

Yes, the Comptroller's office is committed to working with entities to ensure that the highest level of transparency standards are being met while still being conscious of security risks and threats. We have and will continue to work with any entity to help address these concerns while striving to meet the requirements of the Stars program. Please email [transparency.stars@cpa.texas.gov](mailto:transparency.stars@cpa.texas.gov) [mailto:transparency.stars@cpa.texas.gov] to express any concerns and allow us to work with you on achieving the entity's transparency recognition.

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## Council Policy and Valuation Committee

**DEPARTMENT:** City Manager's Office  
**FROM:** Harlan Jefferson, Deputy City Manager  
**MEETING:** January 24, 2024

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction regarding the pursuit of the Texas Comptroller of Public Accounts' Transparency Stars program which recognizes local governments for going above and beyond in their transparency efforts. (Staff Presenter: Harlan Jefferson, Deputy City Manager)

**SUMMARY:**

The Texas Comptroller of Public Accounts' Transparency Stars program recognizes local governments for going above and beyond in their transparency efforts. The program recognizes government entities that accomplish the following:

- Open their books not only in their traditional finances, but also in the areas of contracts and procurement, economic development, public pensions, and debt obligations; and
- Provide clear and meaningful financial information not only by posting financial documents, but also through summaries, visualizations, downloadable data, and other relevant information.

You can apply for one or more Stars, up to five. Entities must first receive a [Traditional Finances Star](#), but may apply for Stars in up to four other areas:

- [Contracts and Procurement;](#)
- [Economic Development;](#)
- [Public Pensions; and](#)
- [Debt Obligations.](#)

The program recognizes great breadth and depth in the information presented for each specific Transparency Star awarded, making each star a prestigious achievement. The Stars stand on their own and are not awarded along a continuum or with an expectation that entities should attain five out of five stars.



Currently, the City of Burleson only posts the check register, budget, and annual financial reports on our website. For security risks and threats, it would be better to truncate the names of the payee on the check register, like other recipients of the Transparency Stars.

For more detailed information, see the attached Frequently Asked Questions document.

**RECOMMENDATION:**

Staff recommends that the Committee discuss the merits of the Texas Comptroller of Public Accounts' Transparency Stars program and direct staff to:

- Apply for the program; and
- Truncate the names of the payee on the check register

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Harlan Jefferson  
Deputy City Manager  
[hjefferson@burlesontx.com](mailto:hjefferson@burlesontx.com)  
817-426-9651

# Transparency Stars Program

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COUNCIL POLICY AND VALUATION COMMITTEE: JANUARY 24, 2023

# Purpose of the Transparency Stars Program

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BURLESON

Item B.

The Texas Comptroller of Public Accounts' Transparency Stars program recognizes local governments for going above and beyond in their transparency efforts. The program recognizes government entities that accomplish the following:

- Open their books not only in their traditional finances, but also in the areas of contracts and procurement, economic development, public pensions and debt obligations; and
- Provide clear and meaningful financial information not only by posting financial documents, but also through summaries, visualizations, downloadable data, and other relevant information.

# Type of Transparency Stars

You can apply for one or more Stars, up to five. Entities must first receive a Traditional Finances Star, but may apply for Stars in up to four other areas:

- Contracts and Procurement
- Economic Development;
- Public Pensions; and
- Debt Obligations

# Each Star Stand on Its Own

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The program recognizes great breadth and depth in the information presented for each specific Transparency Star awarded, making each star a prestigious achievement. The Stars stand on their own and are not awarded along a continuum or with an expectation that entities should be attaining five out of five stars.

# Benefits of Transparency Stars Program

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IMPROVE FINANCIAL  
TRANSPARENCY;



PROVIDE MEANINGFUL  
FINANCIAL  
INFORMATION



CENTRALIZE FINANCIAL  
INFORMATION



REDUCE SECURITY AND  
THREATS

# Current Transparency Practice

The City of Burleson post on its website the following:

- Check Register
- Budget
- Annual Financial Reports

# Opportunity to Reduce Security Risk

Security risk and threats can be reduced by truncating the name of the payee. Comparisons are as follows:	
<u>Currently</u>	<u>Proposed</u>
Alan Plummer & Associates	Alan
AssureHire, Inc.	Assur
Brodart Co.	Broda
Classic Chevrolet Buick	Class
Canon Business Solutions	Canon
Lawson Production Inc.	Lawso
Liquid Stone Concrete	Liqui



# Statewide Award Recipients by Star

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5 Stars: 12

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4 Stars: 5

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3 Stars: 12

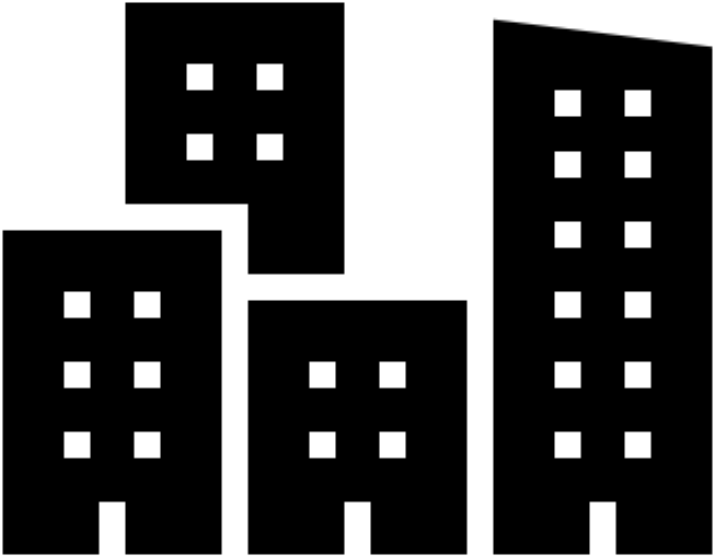
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2 Stars: 22

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1 Star: 31

# Award Recipients with 5 Stars



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City of Anna	City of Arlington	City of Denton	City of Gainesville
City of Lancaster	City of McKinney	City of Mesquite	City of Plano
City of Richardson	City of Round Rock	City of Rowlett	Town of Addison

# Recommendation

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Apply for the Transparency Stars program; and Truncate the names of the payee on the check register



# Questions, Comments & Direction

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## Council Policy and Valuation Committee

**DEPARTMENT:** Development Services

**FROM:** Tony D. McIlwain, Development Services Director

**MEETING:** January 24, 2024

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**SUBJECT:**

Receive a report, hold a discussion and provide feedback regarding Easement & Right-of-way Use Agreements. *(Staff Presenter: Tony McIlwain, Development Services Director)*

**SUMMARY:**

On November 20<sup>th</sup>, the Council Policy and Valuation Committee received a report and presentation from city staff regarding right-of-way use agreements. Based on the discussion and direction given by the Committee, staff will discuss the following items:

- Revised review and approval process
- Flow chart
- Revised Application
- Revised form agreement
- Criteria for plan submittals
- Applicability of the Texas Transportation Code

Staff is requesting the Committee to provide comments and recommendations, as well as next steps in the process.

**RECOMMENDATION:**

N/A

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

November 20, 2023: Staff provided its initial right-of-way use agreement presentation to the Committee.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Tony D. McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

# EASEMENT AND RIGHT-OF-WAY USE AGREEMENTS

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Council Policy and Valuation Committee: January 24, 2024

# MEETING TOPICS

- ❖ The Council Policy and Valuation Policy Committee last met on November 20th. Several topics were discussed and based on the consensus from that meeting, city staff will discuss the following:
  - ☐ Revised review and approval process
  - ☐ Flow chart
  - ☐ Revised Application
  - ☐ Revised form agreement
  - ☐ Criteria for plan submittals
  - ☐ Applicability of the Texas Transportation Code



# UNDERSTANDING OF PREVIOUS MEETING

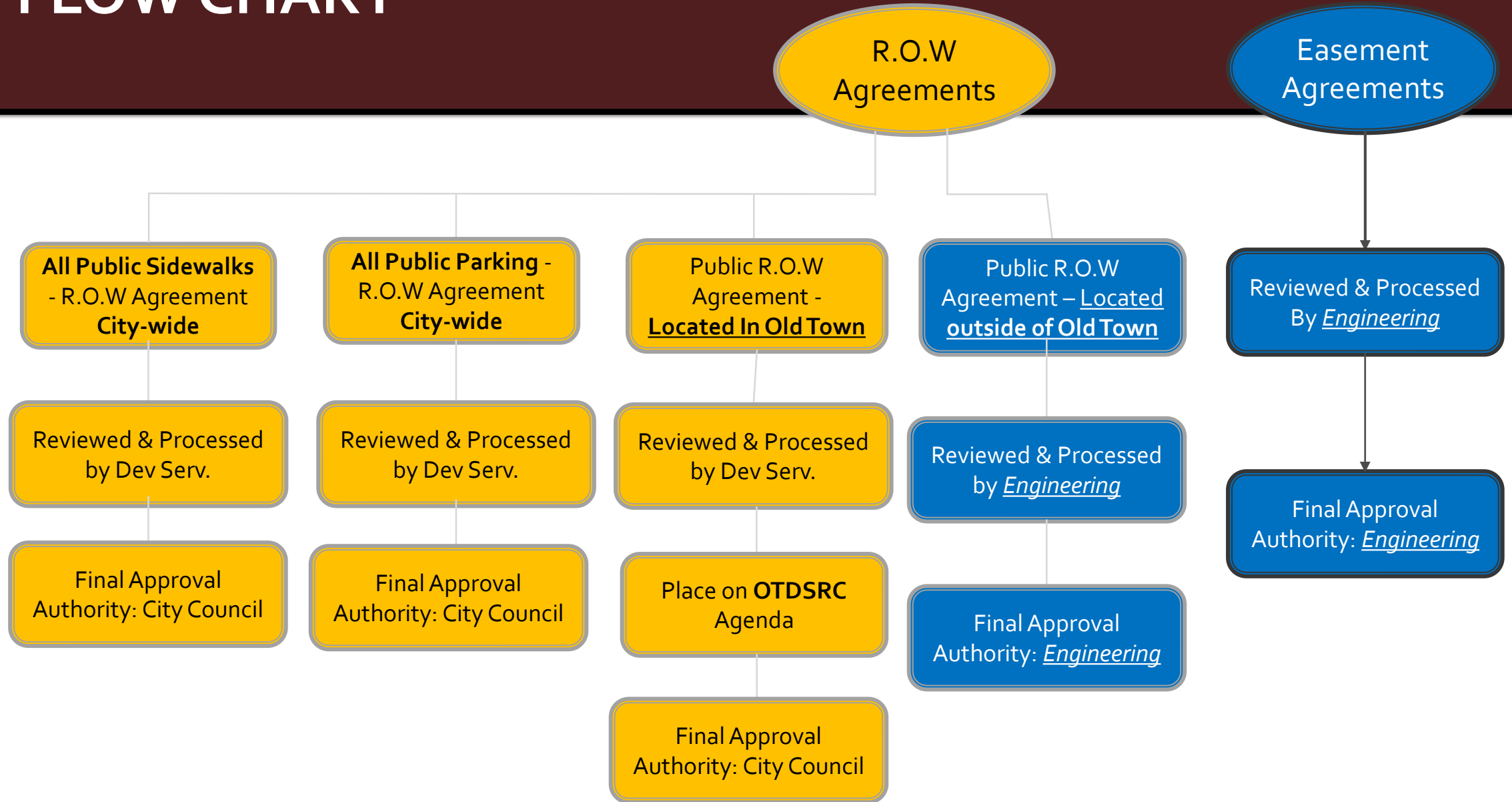
- ❖ Based on the Committee's direction, staff has revised the approval process:
  - Public Works- Engineering will continue to review and administratively approve easement use agreements (city-wide) and right-of-way use agreements that are located outside of Old Town.
  - All right-of-way use agreements located in Old Town will proceed to the Old Town Design Standards Review Committee for review and then to City Council for consideration. All public parking and public sidewalks use agreements will proceed directly to City Council for consideration.

# REVISED REVIEW AND APPROVAL PROCESS

- ❖ Based on the previous Committee meeting, staff understands the following steps to be necessary:
  - An ordinance that is codified in lieu of a policy
  - City Council to review and reconsider agreements annually
    - General item first appearance and consent for subsequent approvals
    - One time fee, including cost to record
  - Provide a new form agreement for right-of-way use requests requiring Council approval.
  - Revise application to reflect new workflow(s)
  - The Old Town Design Standards Review Committee will review agreement requests for right-of-way use within Old Town.
  - Staff has prepared a flow chart that illustrates the proposed, new process for easements and right-of-way use agreements.

# FLOW CHART

Item C.



# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must be owner or lessee of property adjacent to R-O-W.
- ❖ A requirement that the permittee (i) will be responsible for the maintenance of the permitted area, (ii) allow all members of the public to use the permitted area, and (iii) will comply with all local, state, and federal laws.
- ❖ A provision stating that the agreement and use is revocable by the City for any reason and at any time.
- ❖ A provision stating that the agreement will be recorded on the Johnson County real property records.
- ❖ An indemnity provision for the benefit of the City.
- ❖ A requirement that the ROW permittee must maintain general liability insurance coverage during the term of the agreement.

# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must maintain liquor liability insurance coverage during the term of the agreement, if alcohol is served by the permittee.
- ❖ A requirement stating that the R-O-W permittee shall remain current on all taxes (ad valorem, sales taxes, etc.) due to the City, subject to the permittee's appeal rights under law.
- ❖ Proposed improvements must comply with Americans with Disabilities Act (ADA).
- ❖ No storage of hazardous materials.
- ❖ A provision stipulating that the City or utility provider may remove the improvement/use at any time, without liability and at no cost.
- ❖ If necessary, a requirement for a bond or deposit necessary to cover the cost of the City or utility provider to remove the improvement/use from the R-O-W.

# REVISED APPLICATION

- ❖ Proposed application may include:
  - Property owner authorization
  - Adjacent property owner/tenant contact and comment information
  - Applicable fees
    - \$125 Application fee
    - \$75 Recording fee
    - \$100 Annual renewal fee

# CRITERIA FOR PLAN SUBMITTALS

- ❖ Staff is proposing the following plan submittal details:
  - Facility Details – provide a detail and/or cross-section of the private facilities to be placed in the R.O.W/easement. Vertical alignment of existing and proposed facilities must be shown.
  - Colored architectural or technical renderings that detail the proposed improvements, building materials specifications, height and coverage.
  - If applicable, standardized details for outdoor dining (e.g. colored renderings, number of tables, chairs, lighting, etc.)
  - If in Old Town, must adhere to the Old Town Design Standards

# TEXAS TRANSPORTATION CODE

- ❖ Based on the Committee's previous discussion, staff researched the Texas Transportation Code, Title 6. Roadways, Subtitle E. Municipal Streets, Chapter 316.
- ❖ Chapter 316 of the Transportation Code covers municipal streets and sidewalks. The chapter has requirements that apply to all cities if certain improvements are made in the street or sidewalk, and offers non-mandatory frameworks for street and sidewalk use.



# TEXAS TRANSPORTATION CODE

- ❖ Mandatory Requirements – Findings (To be incorporated into new agreements and ordinance)
- ❖ In order to allow the owner or lessee of property adjacent to a municipal street to use the abutting municipal street to establish and maintain five different public amenities [(1) trees and landscaping, (2) sidewalk cafés, (3) ornamental decorations designating neighborhoods, (4) certain decorative columns, arches, or parts of buildings, and (5) public amenities for use by the public, including benches, water fountains, and bus shelters], the City Council must find that the improvement (i) will not be located on the roadway or part of sidewalk needed for pedestrian use, (ii) will not create a hazardous condition or obstruct travel, and (iii) was designed and located to minimize potential injury and interference with the public use of the street.
- ❖ If a city places an improvement or facility in the municipal street, the City Council must find that the improvement (i) will not be located on the roadway or part of sidewalk needed for pedestrian use, (ii) will not create a hazardous condition or obstruct travel, and (iii) was designed and located to minimize potential injury and interference with the public use of the street.

# TEXAS TRANSPORTATION CODE

## ❖ Frameworks for Street and Sidewalk Use

❖ Private Agreement. A city may enter into an agreement for the street and sidewalk to be used for a private purpose so long as the use does not (i) interfere with the public use of the street and sidewalk or (ii) create a dangerous condition. This private agreement will require approval by the City Council.

❖ Permit Program. A city may establish by ordinance a permit program allowing the owner or lessee of property adjacent to a municipal street to use the abutting municipal street. The statute requires that the ordinance include specific provisions (provisions for the protection of utility companies and the public, clearances to ensure safety, bond necessary to cover removal costs, requiring the permit holder to pay to costs of installation, stating the city or utility company may remove the amenity without liability when there is a lawful need) and specifies other provisions that may included (insurance, etc.).

# TEXAS TRANSPORTATION CODE

- ❖ Concerns/Questions with Permit Program
- ❖ Review. A permit program could eliminate the case-by-case review of each application by City Council. The City Council would no longer review and approve each right-of-way use application in Old Town. Permits would be reviewed and issued by City staff in accordance with the ordinance.
- ❖ Parking. How would we handle parking spots in Old Town under a permit system? Many of the potential right-of-way uses could mirror Old Texas Brewery where the café seating is located in former parking spaces. Who determines when the parking spaces are allowed to be used?
- ❖ Revocable Permit. It is a little unusual to issue a permit that can be revocable at any time by the City. It can be done, but such revocability is unusual.

# OUTSTANDING QUESTIONS

- ❖ Does the Committee want to review improvements on a case by case basis, or would they like to specifically exclude certain improvements?
  - Is the primary concern restoring area to original condition?
  - Does the Committee want to consider an escrow for the improvements?
- ❖ Does the Committee want to assess a one time fee, including review, and recording fees, or an annual fee preferred?

# NEXT STEPS

- ❖ What does the Committee want to consider as next steps in the process?
  - ❖ Council Report and Presentation – February 19, 2023
  - ❖ Ordinance Amendments – March 4 & 18, 2023
  - ❖ Implementation – April 1, 2023

INSTRUCTIONS FOR COMPLETING  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT

Item C.

The forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner of the land. An authorized agent of the landowner must submit a Power of Attorney.

- APPLICATION:** The application shall be completely filled out, signed and notarized.
- EXHIBIT NO. 1:** Provide a general vicinity map indicating the project location. The map should be of small enough scale to include at least one (1) major intersection in the City of Burleson. The map may be hand drawn, aerial, from GIS or from an internet mapping program such as yahoo maps.
- EXHIBIT NO. 2:** Provide an accurate, to scale drawing of the proposed area of usage of the easement/right-of-way, including all dimensions as required to accurately stake the area in the field. If needed to accurately describe the area, include metes and bounds. Please limit the requested area of usage to the minimum required to accommodate your needs. Additional pages may be attached, but all drawings must be no larger than 11" x 17". Reducing large plans or plats to use as the base drawing is acceptable, providing the final document is legible to City staff. Include all existing easements, overhead or underground utilities, drainage facilities or other improvements within 50' of the proposed area of usage and show the location of the proposed improvements.
- EXHIBIT NO. 3:** Provide a detail and/or cross-section of the private facilities to be placed in the right-of-way/easement. Vertical alignment of existing and proposed facilities must be shown. Information on existing public water, sewer and drainage facilities can be obtained at the Engineering Services Maproom at City Hall, 141 W. Renfro Street. Many plans are available as pdf files and can be emailed - call Brenda at 817-426-9619 or email at bcrowder@burlesontx.com.
- EXHIBIT NO. 4:** Signatures are required from each utility that serve the area regardless of whether or not they have utility equipment in the easement. Each utility can sign on a separate sheet – returned fax copies are acceptable. The City will assist in obtaining the signatures.
- EASEMENT AND RIGHT-OF-WAY USE AGREEMENT:** The Agreement shall be completed, signed and notarized. All signatures and notary acknowledgments must be originals, no copies. In the second blank of the first paragraph, please describe specifically the intended use of the easement or right-of-way.
- UTILITY CONTACT INFORMATION:** This sheet provides information on how to contact the utility companies if necessary. It is kept as up to date as possible but is only a reference. If you find incorrect information on the sheet, please feel free to mark the changes and attach it with your application and we will update the form.
- NOTES:**
1. Contact Engineering Dept. at 817-426-9600 to discuss the reason for the request for the right-of-way/easement agreement.
  2. Once it is determined that the City has no objections to the request, please provide the information above and allow approximately 2 to 3 weeks for review of the agreement.
  3. There is a review and filing fee of \$125 that shall be paid by the applicant prior to filing with the County.

## APPLICATION

Item C.

DATE: \_\_\_\_\_

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement in the \_\_\_\_\_ Addition to the City of Burleson, Texas. Street Address: \_\_\_\_\_ (if applicable)

The undersigned hereby makes application for the joint use of that portion of the public utility easement/drainage easement/right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
\_\_\_\_\_  
\_\_\_\_\_
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
\_\_\_\_\_  
\_\_\_\_\_

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Signed: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Company: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

THE STATE OF TEXAS                      §  
COUNTY OF \_\_\_\_\_                §

BEFORE ME, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

NOTARY SEAL:  
Texas

\_\_\_\_\_  
Notary Public in and for the State of  
My Commission Expires: \_\_\_\_\_

**CITY OF BURLESON  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT**

THE STATE OF TEXAS                   §

COUNTY OF JOHNSON                   §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit \_\_\_\_\_, herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 2, to be used for the purposes of \_\_\_\_\_ upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in slightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time.

II.

**That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.**

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson or Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BURLESON:

APPLICANT:

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_



PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY - FOR FACILITIES IN TARRANT COUNTY.

THE STATE OF TEXAS §

CORPORATE ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said \_\_\_\_\_, a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires:\_\_\_\_\_

THE STATE OF TEXAS §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires:\_\_\_\_\_

PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY - FOR FACILITIES IN JOHNSON COUNTY.

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THE STATE OF TEXAS                   §

CORPORATE ACKNOWLEDGMENT

COUNTY OF JOHNSON               §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said \_\_\_\_\_, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires:\_\_\_\_\_

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THE STATE OF TEXAS                   §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF JOHNSON               §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires:\_\_\_\_\_

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## **EXHIBIT NUMBER 1**

Vicinity Map for Proposed Easement/Right-of-Way Use Area

## EXHIBIT NUMBER 2

Item C.

### Graphic and/or Metes and Bounds Description of Proposed Easement/Right-of-Way Use Area

Show surrounding area to the nearest streets in all directions, abutting lots, the block(s) in which the portion of the utility easement/drainage easement/right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/right-of-way sought to be joint use is situated.

This drawing must be to scale and shall include a graphic scale, north arrow, legal description of the subject property and adjoining properties and all existing easements and improvements within 50 feet of the joint usage area. The type of easement sought shall be designated on this drawing.

**EXHIBIT NUMBER 3**

## Section/Detail of Improvements with Profile View

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

**EXHIBIT NUMBER 4**

Item C.

**Agreement/Acknowledgement of Public Utility Companies**

The undersigned public utility companies, **using or entitled to use** under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_ of the \_\_\_\_\_ Addition to the City of Burleson, \_\_\_\_\_ County, Texas.

Street name/address (if applicable): \_\_\_\_\_

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other: \_\_\_\_\_**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## **Utility Contact Information**

Item C.

### **Oncor Electric Delivery (Electric)**

3500 El Campo  
Fort Worth, Texas 76107

Terry Sears 817-443-3432  
PMDS Utility Designer Sr.  
[terrysears@oncor.com](mailto:terrysears@oncor.com)

### **Atmos Energy (Gas)**

100 W. Morningside Drive  
Fort Worth, Texas 76110

Bob Davison 817-215-4704  
[Bob.davison@atmosenergy.com](mailto:Bob.davison@atmosenergy.com)

### **AT&T Telephone Company**

1116 Houston St.  
Room 1410  
Fort Worth, Texas 76102

Tommy Ellison (817) 338-5357  
Engineering Department  
[t3e5574@att.com](mailto:t3e5574@att.com)

### **Charter Communications**

15100 Trinity Blvd., Suite 500  
Fort Worth, Texas 76155

Greg Piatt 817-298-3625

### **Johnson County Special Utility District**

2849 Hwy 171 South  
P.O. Box 509  
Cleburne, TX 76033-0509

Ronnie Nichols 817-558-9522  
[nicholsr@jcsud.com](mailto:nicholsr@jcsud.com)

### **Pathway Communications**

427 N Broadway St  
Joshua, TX 76058-3413

Ricky Allen 817-484-2222  
Fax 817-447-0169  
[ricky@usapathway.com](mailto:ricky@usapathway.com)

cc: Robert Strawn  
[robert@aciglobal.com](mailto:robert@aciglobal.com)

### **Bethesda Water Supply Corporation**

P.O. Box 130  
509 South Burleson Blvd.  
Burleson, TX 76097

Carl Novack 817-295-2131  
Fax 817-447-9370

### **United Cooperative Services**

P.O. Box 16  
Cleburne, TX 76033

Jason Dillard 817-556-4055  
[jacson@united-cs.com](mailto:jacson@united-cs.com)

### **City Of Burleson**

141 W. Renfro  
Burleson, Texas 76028

Laura Melton 817-426-9617  
City Engineer  
[lmelton@burlesontx.com](mailto:lmelton@burlesontx.com)



August 29, 2014

Paradigms for Success  
Beverly Volkmann Powell  
331 SW Brushy Mound Rd  
Burleson, Texas 76028

Subject: To-go Parking at 120 S Main St (Babe's Chicken Dinner House)

Dear Mrs. Powell,

Babe's Chicken Dinner House, a tenant of Paradigms for Success, has invested significantly in the to-go portion of their business. This investment appears to be successful, as evidenced by the number of people utilizing the service. The activity is limited by the lack of dedicated parking near the dedicated to-go entrance.

City staff anticipates bringing a reserved parking policy for Old Town to the City Council in 2015. Until that time, Babe's is permitted to install two to-go parking signs with its corporate logo on the sidewalk in order to reserve two parking spaces along Ellison Street. The signs shall be placed in a way that limits the blocking of the sidewalk. This decision is based on the acknowledgement that the new parking policy will be proposed to include provisions for parking reservation only for facilities that have the following:

- A dedicated to-go entrance
- At least 150 seats in the restaurant
- At least \$100,000 in revenue from to-go services

A map has been included indicating the spots the City is allowing Paradigms for Success to reserve. In the event that the City Council denies the reserved parking policy for Old Town, Paradigms for Success will be notified and be required to remove the signs. The City is issuing this allowance to Paradigms for Success. It is your responsibility to ensure the signs are placed appropriately by your tenant. In the event that Babe's discontinues to-go service, the signs shall be removed.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Cain", written over a series of horizontal lines.

Paul Cain  
Deputy City Manager

Cc: Lisa Duello, Director of Neighborhood Services  
Bradley Ford, Director of Development Services



**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF BURLESON AND Grumps HAMBURGERS**

This Economic Development Agreement (the "Agreement") is entered into as of September 30, 2010 (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 Grumps Hamburgers ("Grumps"), a Texas limited partnership, by and through its Chief Executive Officer Collier Albright.

**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**, Grumps 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 Grumps' performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

**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**, Grumps has purchased or will purchase certain land in the City of Burleson, Johnson County, Texas located at 108 S. Main Street in Old Town, and Grumps proposes to operate a Grumps Hamburgers and further develop the Property in phases on 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 The terms "Agreement," "Effective Date," "City," "Grumps," and "Program," shall have the meanings provided, above.
- 2.02 "Capital Investment" means and shall include all costs incurred relating to the improvement of the Property, including the purchase price of the building and actual construction costs of all buildings, structures, infrastructure, utilities, landscaping and other onsite and offsite improvements, including all labor and materials.
- 2.03 "Development" means the development of the Property in phases as follows:
- (A) "Phase 1" means a fifty (50) seat restaurant in the downstairs area of the Property, the construction of a new commercial kitchen on the Property, two (2) ADA bathrooms, and an upgraded HVAC system for the downstairs.
  - (B) "Phase 2" means renovation of the front half of the upstairs of the Property to add fifty (50) more restaurant seats, the construction of a patio over the City right-of-way, and the upgrade of the upstairs HVAC.
  - (C) "Phase 3" means the renovation of the back half of the upstairs area on the Property to create a reception hall, and further upgrade the HVAC for the back half of the upstairs area.
- 2.04 "Grant Payment(s)" means the payments of established in Section 5 of this Agreement.
- 2.05 "Opening Date" means that date on which Grumps open the Restaurant.
- 2.06 "Property" means 108 S. Main Street, Burleson, Texas, and the building currently at that location.
- 2.07 "Restaurant" means a Grumps Hamburgers or a restaurant of similar or better quality as the Grumps Hamburgers currently located in Granbury, Texas on US 377 and in Stephenville, Texas on US 67.

**ARTICLE 3.**  
**TERM**

- 3.01 The term of this Agreement shall commence on the Effective Date and will terminate five (5) years after the date Opening Date for the Restaurant.

**ARTICLE 4.**  
**COVENANTS OF Grumps**

- 4.01 Covenants Regarding Grumps Development and Operations. In consideration of City agreeing to pay Grumps the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Grumps agrees to the following, which are not obligations of Grumps, but are duties that must be fulfilled in order to receive Grant Payments in each phase:
- (A) 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 the approval of the Burleson Old Town Design Standards Board.
  - (B) Make a Capital Investment in an amount equal to at Six Hundred and Fifteen Thousand Dollars (\$615, 000.00) for Phase 1.
  - (C) Grumps shall be solely responsible for the design and construction of the Development and shall comply with all building codes and other ordinances of the City applicable to the Development.
  - (D) After the Opening Date, Grumps shall operate the Restaurant for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed thirty (30) days.
  - (E) Grumps shall 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.
- 4.02. Phased Construction. All Construction and renovation shall be subject to the approval of the Burleson Old Town Design Standards Board.
- (A) Phase 1. By March 2011, Grumps shall renovate and obtain a certificate of occupancy for the downstairs portion of the Property to create a fifty (50) seat Restaurant to include a new commercial kitchen, two (2) ADA bathrooms and upgraded HVAC with a Capital Investment in the Property of no less than Six Hundred and Fifteen Thousand Dollars (\$615, 000.00) for Phase 1.

- (B) Phase 2. By December 31, 2012, Grumps shall obtain a certificate of occupancy for Phase 2, which shall include an additional fifty (50) seats in the front portion of the upstairs, a patio over the City right-of-way and upgraded HVAC with a Capital Investment of no less than Eighty Thousand Dollars (\$80,000.00) for Phase 2.
- (C) Phase 3. By December 31, 2013, Grumps shall renovate and obtain a certificate of occupancy for a reception hall in the back upstairs area of the Property and upgraded HVAC for that area with a Capital Investment of no less than One Hundred Thousand Dollars (\$100,000.00) for Phase 3.

## **ARTICLE 5.**

### **PROGRAM GRANT**

- 5.01 In accordance with the provisions of this Agreement, the City agrees that, subject to the terms and conditions contained herein, Grumps shall be entitled to receive Grant Payments and benefits according to the following schedule.
- 5.02 In consideration of completing Phase 1 according to the requirements set forth in Section 4.02(A), the City agrees to waive all permit fees associated with the construction of Phase 1, including plan review fees, water and sewer tap fees and commercial remodel inspection fees. In addition, the City hereby approves the construction of a second story porch on the front of the building in the City right-of-way, subject to City engineering review and approval, and approval of the design by the Old Town Design Standards Board.
- 5.03 In consideration of completing Phase 2 according to the requirements set forth in Section 4.02(B), the City will pay to Grumps a one time cash grant of Six Thousand Dollars (\$6,000.00) within thirty (30) days of the issuance of a certificate of occupancy for Phase 2.
- 5.04 Conditioned on completing Phase 2, in consideration of completing Phase 3, according to the requirements set forth in Section 4.02(C), the City will pay to Grumps a one time cash grant of Six Thousand Dollars (\$6,000.00) within thirty (30) days of the issuance of a certificate of occupancy for Phase 3.

## **ARTICLE 6.**

### **AUTHORITY; COMPLIANCE WITH LAW**

- 6.01 Grumps 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 Grumps and this Agreement constitutes the legal, valid and binding obligation of Grumps, and is enforceable in accordance with its terms and provisions.

- 6.02 Notwithstanding any other provision of this Agreement, Grumps shall comply with all federal, state, and local laws.
- 6.03 During the term of this Agreement, Grumps agrees not to knowingly employ any undocumented workers at the Restaurant, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Grumps shall repay the amount of the Grant Payments received by Grumps as of the date of such violation within 120 business days after the date Grumps 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 Grumps' violation of this section.

## **ARTICLE 7.**

### **DEFAULT AND REMEDIES**

#### **7.01 Default by Grumps.**

- (A) In the event: (i) Grumps fails to fulfill its obligations under Section 4.02 of this Agreement; (ii) Grumps has delinquent ad valorem or sales taxes owed to the City provided that Grumps retains the right to timely and properly protest and/or contest any such taxes; or (iii) Grumps materially breaches any of the material terms and conditions of this Agreement, then Grumps 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 Grumps written notice of such breach and/or default, and if Grumps 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 Grumps, and the City shall have no further obligation to Grumps.
- (B) In the event Grumps fails to comply with Section 4.01(D) and closes or ceases operation prior to the end of the Term of this Agreement, Grumps shall repay to the City all monies paid to Grumps by the City under Sections 5.03 and 5.04 within thirty (30) days.

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

## **ARTICLE 8.**

### **RIGHT OF OFFSET**

Grumps agrees that, subject to the provision of Notice by City and 60-day period following receipt of Notice in which Grumps may respond or act, City may offset the amount of Grant Payments installment due to Grumps for any calendar year under this

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

## **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 Grumps' obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Grumps' 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 Grumps 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 Grumps as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

## **ARTICLE 12.** **ASSIGNMENT**

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

## **ARTICLE 13.** **INDEMNIFICATION**

- 13.01 **GRUMPS 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 GRUMPS 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 Grumps 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 Grumps' 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.

**Grumps:** Grumps Hamburgers  
701 N. Houston Street  
Granbury, Texas 76048  
Attn: Collier Albright, Chief Executive Officer

**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



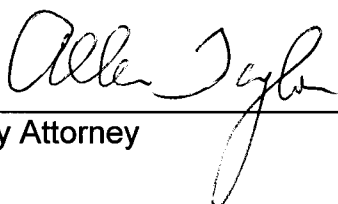
14.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

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:

  
 \_\_\_\_\_  
 City Attorney

THE CITY OF BURLESON,  
 a Texas municipal corporation

By:   
 \_\_\_\_\_

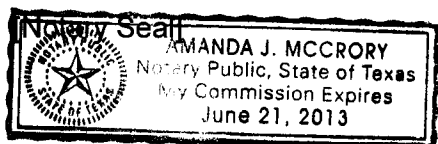
Name: Curtis E. Hawk

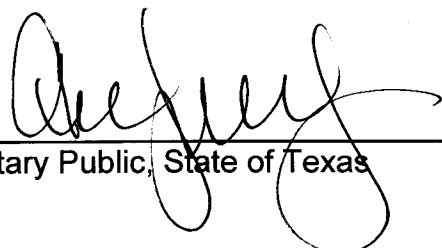
Title: City Manager

Date: September 20, 2010

STATE OF TEXAS  
 COUNTY OF JOHNSON

This instrument was acknowledged before me on September 20, 2010 by Curtis Hawk, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.



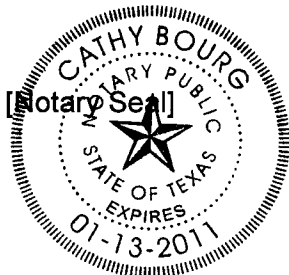
  
 \_\_\_\_\_  
 Notary Public, State of Texas

**Grumps Hamburgers  
a Texas limited partnership**

By: T. C.  
Name: Collier Albright  
Title: Chief Executive Officer  
Date: 9/23/10

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on September 23<sup>rd</sup> 2010 by Collier Albright, known personally by me to be the Chief Executive Officer of Grumps Hamburgers, on behalf of said company.



Cathy Bourg  
Notary Public, State of Texas





Development Services Department  
141 W. Renfro St.  
Burleson, Texas 76028

March 1, 2016

Mr. Rick Hazen  
Old Texas Brewing Co.  
112 W. Ellison St.  
Burleson, TX 76028

RE: Letter Agreement – Old Texas Brewing Co.

Mr. Hazen –

Old Texas Brewing Co. ("OTB") has requested a permanent right-of-way use agreement with the City of Burleson ("City"). This request includes certain public parking spaces as shown on Exhibit A attached. The purpose of the agreement is the permanent installation of tabletop dining and potted plants creating a public space.

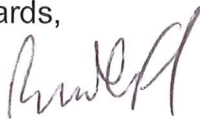
This letter is the formal acceptance by the City of the OTB proposal as shown on an associated sketch, attached as Exhibit B. The program outlined below does grant permanent rights to Old Texas Brewing Co. ("OTB") upon an annual review to be conducted by March 1<sup>st</sup> of each calendar year.. The City grants the use of the parking spaces for the stated purpose, upon the following conditions:

1. OTB will bear all costs of tables, plants and any other materials required including the cost of repair or replacement.
2. OTB will create a physical barrier between patrons of the public space and drivers on Ellison Street.
3. All exit pathways, sidewalks and any public access routes shall remain unobstructed at all times.
4. Additional measures for public safety for patrons, pedestrians and drivers in the area may be required by the City at any time.
5. OTB will responsible for addressing any issues of compliance with the TABC.
6. OTB will clear the area of all debris and trash throughout the day and at the end of the day.
7. OTB will be responsive to concerns expressed by business owners or property owners in the Old Town district.

8. OTB acknowledges that users of the public space are not required to be patrons of its restaurant.
9. The area must remain free of signs that promote OTB or its products.
10. City reserves the right at any time during this period to revoke the granted use of the right-of-way and require the removal of all OTB materials.
11. OTB and the City will evaluate the impact after each calendar year to reevaluate the space prior to March 1st.
12. OTB agrees to indemnify and hold harmless City and utility providers from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of OTB, its officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and OTB shall, at its own cost and expense, defend and protect City and utility providers against any and all such claims and demands.
13. OTB agrees to obtain a certificate of insurance for the right-of-way area and to name the City as an additional insured.

Thank you for your interest and personal investment in creating an Old Town that is a regional destination.

Regards,

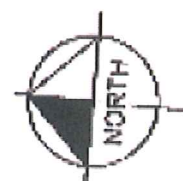
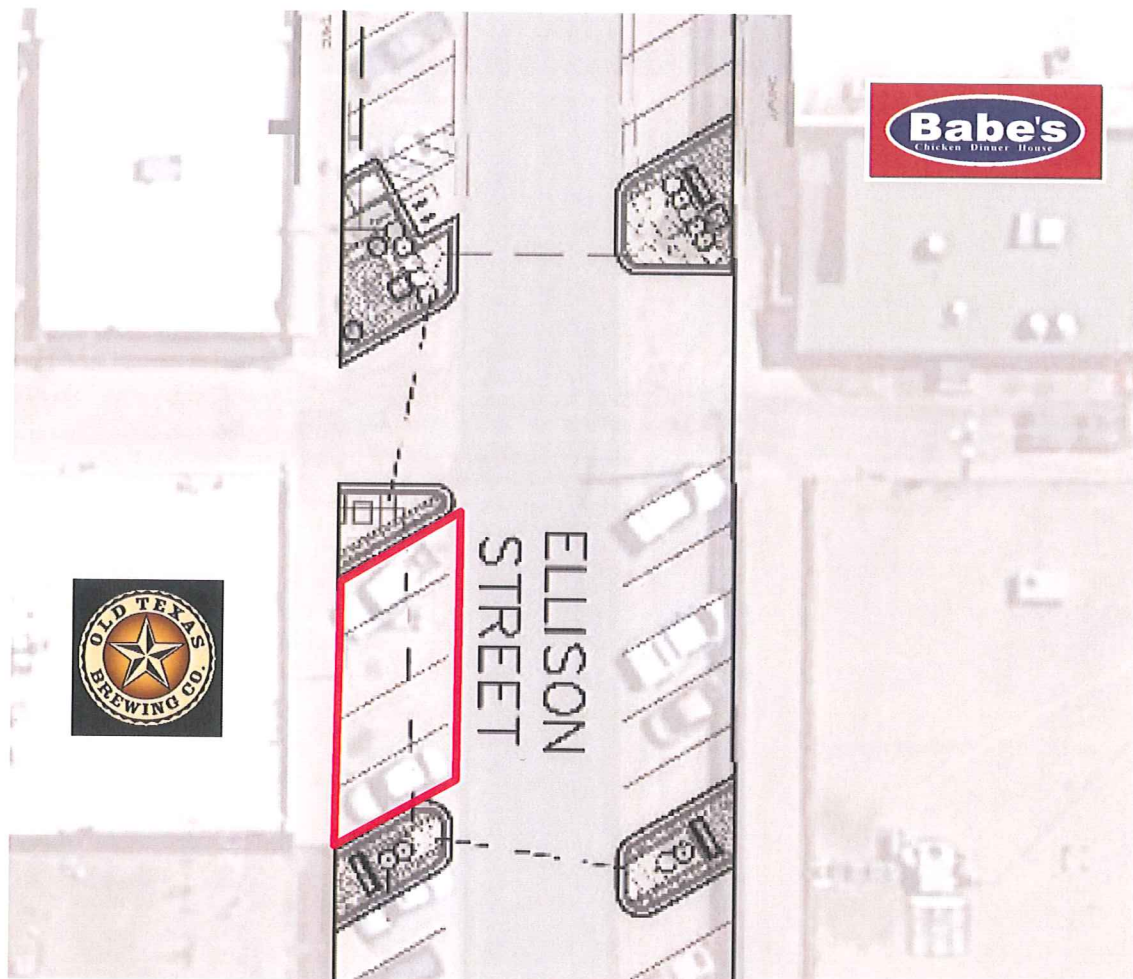


Bradley Ford  
Deputy City Manager  
817-426-9623  
bford@burlesontx.com

ATTACHMENTS:

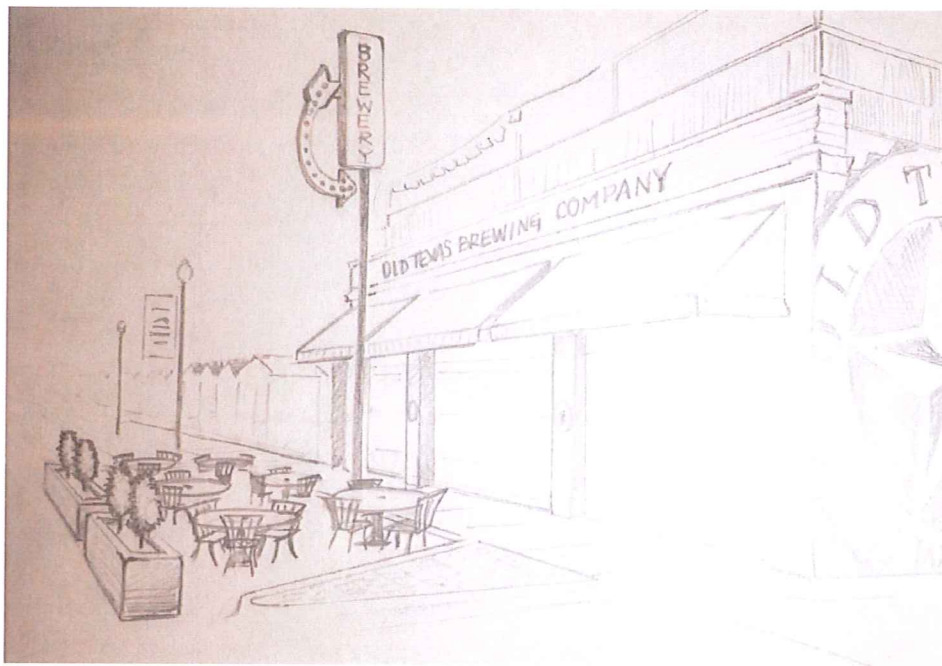
- Exhibit A – Site Plan of Affected Right-of-Way
- Exhibit B – Concept Sketch & Actual Photo
- Exhibit C – Acceptance of Letter Agreement by OTB

**EXHIBIT A**  
Site Plan of Affected Right-of-Way





**EXHIBIT B**  
Concept Sketch by OTB



Actual Photo





**EXHIBIT C**

## Acceptance of Letter Agreement by OTB

Old Town Brewing Company and affiliates agree to abide by the conditions as described in the March 1, 2016, letter from the City of Burleson as signed by Bradley Ford Deputy City Manager, and as considered and approved by the Burleson City Council on March 21, 2016

**Old Town Burleson Restaurant and Brewery**  
**A Texas Limited Liability Corporation**  
**d.b.a. Old Texas Brewing Co.**

By: \_\_\_\_\_

Name: Rick Hazen

Title: President

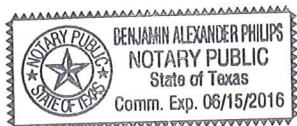
Date: 2/29/16

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on 2-29, 2016 by Rick Hazen, known personally by me to be the President of OTB, on behalf of said company.

[Notary Seal]



Benjamin A. Philips  
Notary Public, State of Texas

April 12, 2021

Mr. Derek Scheler  
Spice Rack Grill  
133 South Wilson Street  
Burleson, Texas 76028

RE: Letter Agreement – The Spice Rack Sports Bar/Patio and Grill

Mr. Scheler,

The Spice Rack Grill (“Spice Rack”) has requested a revocable right-of-way use agreement with the City of Burleson (“City”). This request includes certain public median space of non-parked area as shown on Exhibit A attached. The purpose of the agreement is the temporary installation of tabletop dining and potted plants for creating a public space.

The letter is the formal acceptance by the City of the Spice Rack proposal as shown on an associated sketch, attached as Exhibit B. The program outlines below grants Spice Rack the ability to use the right-of-way depicted on Exhibit A based on the terms, conditions, and limitations contained herein.

In consideration of the ability to use the right-of-way depicted on Exhibit A, Spice Rack agrees as follows:

1. Spice Rack will bear all costs of tables, plants, and any other materials required, including the cost of any repair or replacement.
2. Spice Rack will create a physical barrier between patrons of the public space and drivers on South Wilson Street.
3. All exit pathways, sidewalks and any public access routes shall remain unobstructed at all times.
4. Additional measures for public safety for patrons, pedestrians and drivers in the area may be required by the City at any time.
5. Spice Rack will be responsible for addressing any issues of compliance with the TABC.
6. Spice Rack will clear the area of all debris and trash throughout the day and at the end of the day.
7. Spice Rack will be responsive to concerns expressed by business owners or property owners in the Old Town district.

8. Spice Rack acknowledges that users of the public space are not required to be patrons of its restaurant.
9. The area must remain free of signs that promote Spice Rack or its products.
10. Spice Rack agrees to obtain a certificate of insurance for the right-of-way area and to name the City as an additional insured.

The City may unilaterally terminate this agreement for any reason by giving Spice Rack thirty (30) days written notice of such termination. Such written notice may be hand delivered or sent via US mail to Spice Rack at 133 S Wilson, Burleson, Texas 76028. In the event the City terminates this agreement, Spice Rack will remove and any and all tables, plants, and other materials in the right-of-way. Furthermore, in the event the City terminates this agreement, the City shall not be responsible for any costs or damages Spice Rack may incur, including but not limited to costs associated removing materials from the right-of-way area, costs associated with furnishing the right-of-way, and lost profits.

SPICE RACK AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND UTILITY PROVIDERS FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER BY REASON OF INJURY TO PROPERTY OR THIRD PERSON OCCASIONED BY ITS USE OF THE EASEMENT/RIGHT-OF-WAY OR ACT OF OMISSION, NEGLIGENCE OR WRONG DOING OF SPICE RACK, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS, WITH REGARD TO THE IMPROVEMENTS AND MAINTENANCE OF SUCH IMPROVEMENTS; AND SPICE RACK SHALL; AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AND UTILITY PROVIDERS AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

Thank you for your interest and person investment in creating an Old Town that is a regional destination.

Regards,

  
Bryan Langley  
City Manager

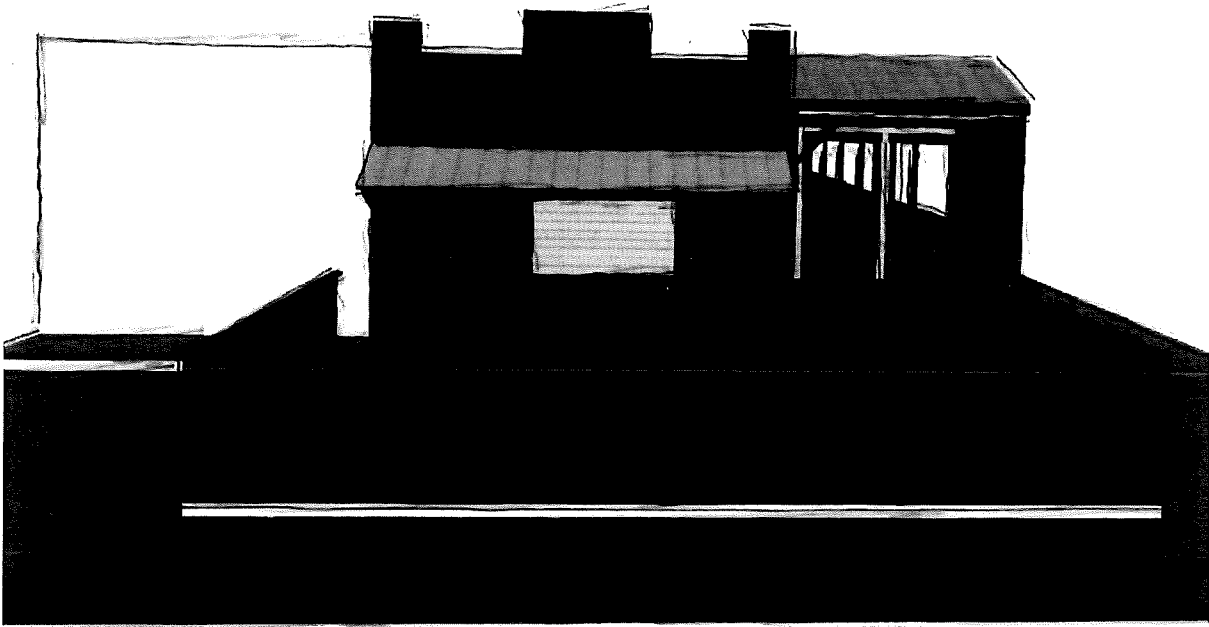
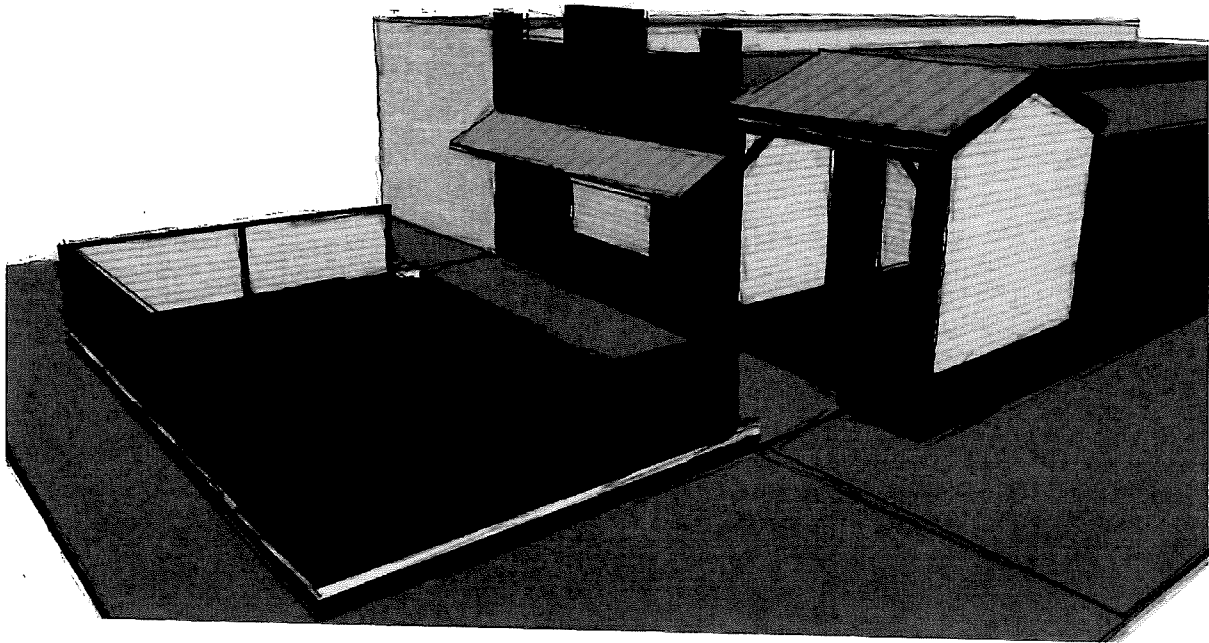
ATTACHMENTS:

- Exhibit A – Site Plan of Affected Right-of-Way
- Exhibit B – Concept Sketch
- Exhibit C – Acceptance of Letter Agreement by Spice Rack

**EXHIBIT A**  
Site Plan of Affected Right-of-Way



**EXHIBIT B**  
Concept Sketch



**EXHIBIT C**

## Acceptance of Letter Agreement by Spice Rack Grill

The Spice Rack Sports Bar/Patio and Grill and affiliates agree to abide by the conditions as described in this letter from the City of Burleson as signed by Bryan Langley City Manager, and as considered and approved by the Burleson City Council on April 12, 2021.

**Spice Rack Grill**  
**A Texas Limited Liability Corporation**

By: \_\_\_\_\_

Name: Derek Scheler

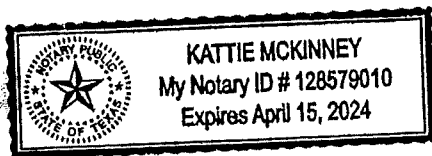
Title: Owner

Date: 3-24-2021

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on 3/24, 2021 by Derek Scheler, known personally by me to the owner of Spice Rack Grill, on behalf of said company.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

## INSTRUCTIONS FOR COMPLETING EASEMENT & RIGHT-OF-WAY USE AGREEMENT

The forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner of the land. An authorized agent of the landowner must submit a Power of Attorney.

### PLEASE READ THE FOLLOWING CAREFULLY:

- APPLICATION:** The application shall be completely filled out, signed and notarized in black ink. Item No. 3 on the application should be checked at the Engineering Services Maproom for existing utilities in the easement.
- AGREEMENT:** The agreement shall be individually completed, signed and notarized in black ink. Do not submit copies of signatures and notary acknowledgments. In the blanks of the heading paragraph, please describe specifically the intended use of the easement or right-of-way.
- EXHIBIT NO. 1:** This instrument shall be a very precise metes and bounds description of the part of an easement or right-of-way to be used. This information is best provided by a registered land surveyor. The City staff is not authorized to prepare this information.
- EXHIBIT NO. 2:** Please place all of the information required in the heading of this exhibit on the 8½" x 11" attached sheet of paper. You may submit additional 8½" x 11" sheets as necessary. (NOTE: Carefully line, dimension, and provide the appropriate courses about area of easement described in Exhibit No. 1 on this exhibit.) Please limit the area of usage of the easement/right-of-way to only that needed to accommodate your needs. You may reduce large plans or plat, providing the final document is legible. City staff will make the decision about legibility.
- EXHIBIT NO. 3:** Please provide a detail and/or cross-section of the private facilities to be placed in the right-of-way/easement.
- EXHIBIT NO. 4:** This will need to be signed by all utilities that serve the area regardless of whether they have utility equipment in the easement. This will need to be done before submitting to the City of Burleson.
- NOTES:**
1. You or your surveyor may contact Engineering Services, 817-426-9833 for more information about these forms.
  2. After this agreement is filled out, you will need to return it to Public Works.
  3. Please allow approximately 2 to 3 weeks for review of the agreement.
  4. The applicant will be notified by letter at such time as a decision is made.
  5. The filing fee shall be paid by the applicant prior to filing with the County.

## APPLICATION

Application for the Use of a Portion of Right-of-Way/Easement in the

Burleson

Addition to the City of Burleson, Texas.

Street Address: 200 MAIN ST

(if applicable)

LOT 1 Block 32. Original Town of Burleson, Johnson County, TX.PLAT RECORDED Volume 59, Page 638 Plat Records, Johnson County, Texas. DATE: 8/1/12

The undersigned hereby makes application for the joint use of that portion of the public utility easement/drainage easement/right-of-way situated in the above named addition, and particularly described in Exhibit No. 1 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The reason for the use of the easement/right-of-way is as follows:  
Dumpster Enclosure
3. Such public utility easement/drainage easement/right-of-way has been and is being used as follows:  
In accordance to civil site plan.

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

DALTONS CORNER, LLC,

Printed Name:

CARY MOON

Signed:

[Signature]

Name:

CARY MOON

Mailing

200 S. Main St.

Address:

Burleson, TX 76028

Telephone Number:

(817) 246-2895

Fax Number:

(817) 741-7322

THE STATE OF TEXAS

§

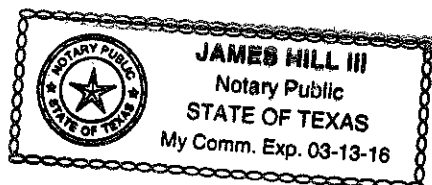
COUNTY OF Denton

§

BEFORE ME, the undersigned authority, on this the 1<sup>st</sup> day of August, 2012, ~~2004~~, personally appeared Cary Moon, known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

NOTARY SEAL:

Texas



Notary Public in and for the State of

My Commission Expires: 03/13/16



## EXHIBIT NUMBER 1

Being that portion of that certain easement/right-of-way situated in Burleson Addition/Survey to the City of Burleson,  
Johnson County, Texas, and being more particularly described by metes and bounds as follows:

SEE ATTACHED SITE PLAN

NOTE: DO NOT PLACE DRAWING OR GRAHICS ON THIS PAGE.

## EXHIBIT NUMBER 2

The following is a detail drawing depicting the area or portion of the easement/right-of-way and property described in Exhibit Number 1, a plat of the utility easement/drainage easement/right-of-way to be subject of the joint use agreement in the above numbered application showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the utility easement/drainage easement/right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/right-of-way sought to be joint use is situated.

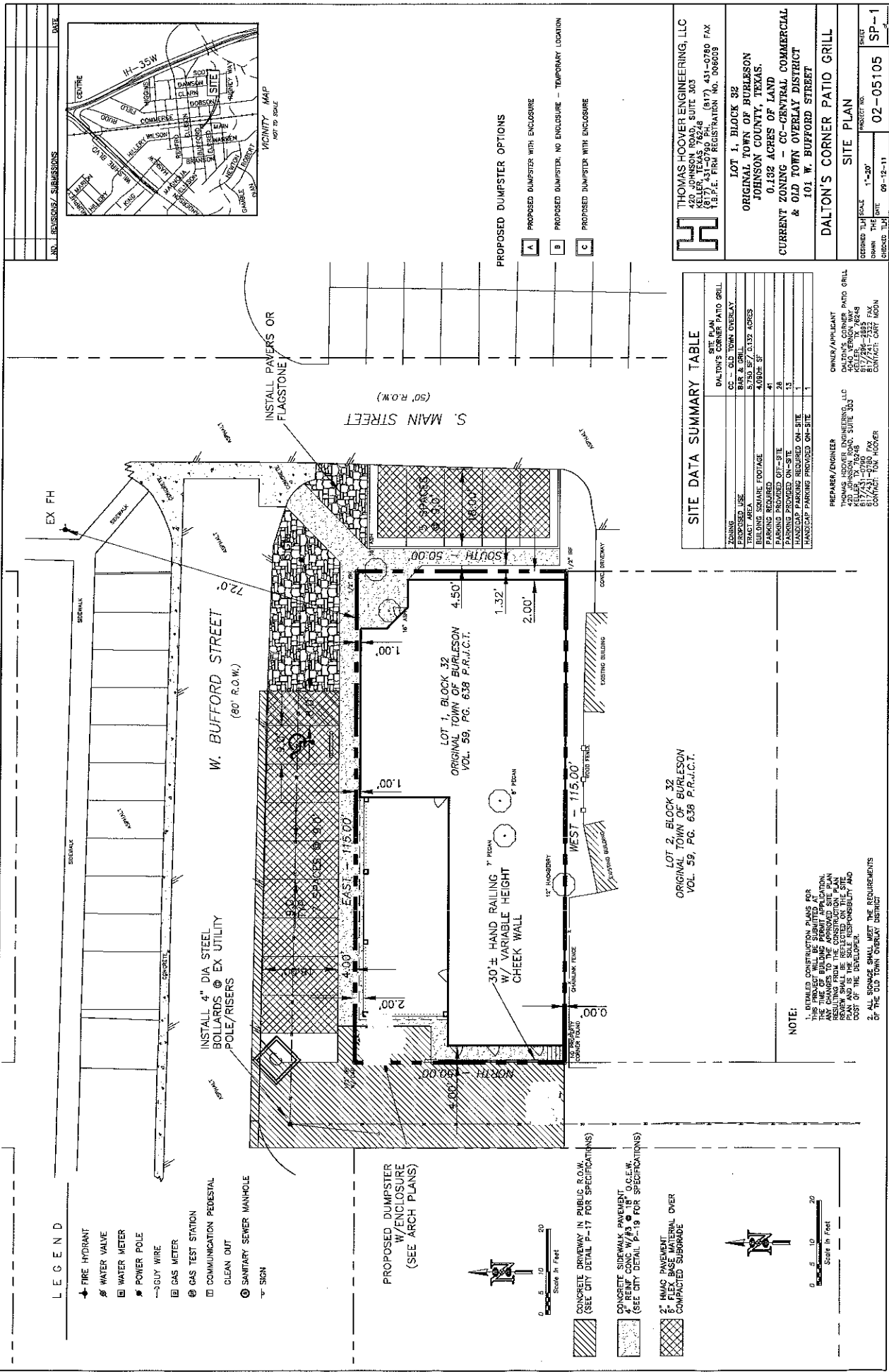
This drawing shall include a north arrow, legal description of the subject property and adjoining properties. The type of easement shall be designated on this drawing.

SEE SITE PLAN ATTACHED

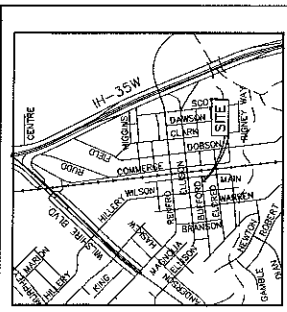
## EXHIBIT NUMBER 3

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

SEE ATTACHED SITE PLAN



NO.	REVISIONS/ SUBMISSIONS	DATE



PROPOSED DUMPSTER OPTIONS	
A	PROPOSED DUMPSTER WITH ENCLOSURE
B	PROPOSED DUMPSTER NO ENCLOSURE - TEMPORARY LOCATION
C	PROPOSED DUMPSTER WITH ENCLOSURE

<b>THOMAS HOOVER ENGINEERING, LLC</b> 420 JOHNSON ROAD, SUITE 303 KELLER, TEXAS 76248 (817) 741-3322 FAX (817) 741-3323 FAX 1512 E. FM ROAD, SUITE 100, DALLAS, TX 75203	<b>LOT 1, BLOCK 32</b> <b>ORIGINAL TOWN OF BURLESON</b> <b>JOHNSON COUNTY, TEXAS.</b> <b>0.132 ACRES OF LAND</b> <b>CURRENT ZONING - CC-CENTRAL COMMERCIAL</b> <b>&amp; OLD TOWN OVERLAY DISTRICT</b> <b>101 W. BUFFORD STREET</b>
<b>DALTON'S CORNER PATIO GRILL</b> SITE PLAN SCALE: 1"=20' DATE: 08-12-11	SHEET 02-05105 SP-1

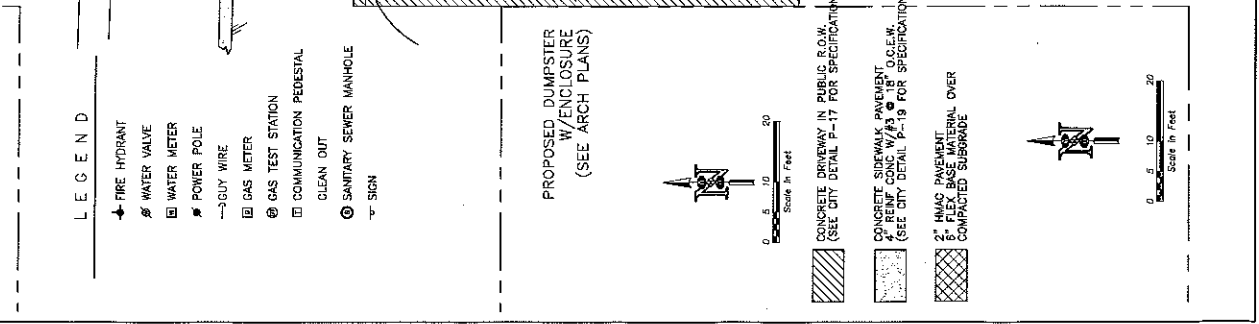
SITE DATA SUMMARY TABLE	
PROPOSED USE	DALTON'S CORNER PATIO GRILL
PROPOSED LOT AREA	0.132 ACRES
BUILDING SQUARE FOOTAGE	4,000 ± SF
PARKING PROVIDED ON-SITE	28
PARKING PROVIDED OFF-SITE	13
HANDICAP PARKING PROVIDED ON-SITE	1
HANDICAP PARKING PROVIDED OFF-SITE	1

**PREPARED BY/ENGINEER:**  
 THOMAS HOOVER ENGINEERING, LLC  
 420 JOHNSON ROAD, SUITE 303  
 KELLER, TX 76248  
 (817) 741-3322 FAX  
 (817) 741-3323 FAX  
 CONTACT: TOM HOOVER

**OWNER/APPLICANT:**  
 DALTON'S CORNER PATIO GRILL  
 101 W. BUFFORD STREET  
 KELLER, TX 76248  
 (817) 741-3322 FAX  
 (817) 741-3323 FAX  
 CONTACT: GARY MOON

**NOTE:**  
 1. ALL REQUIRED CONSTRUCTION PLANS FOR THIS PROJECT WILL BE SUBMITTED AT THE TIME OF BUILDING PERMIT APPLICATION. THE CONSTRUCTION PLANS WILL BE THE RESULTING FROM THE CONSTRUCTION PLAN PLANS AND IS THE SOLE RESPONSIBILITY AND COST OF THE DEVELOPER.  
 2. ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE OLD TOWN OVERLAY DISTRICT

- LEGEND**
- ▲ FIRE HYDRANT
  - WATER VALVE
  - WATER METER
  - POWER POLE
  - GUY WIRE
  - GAS METER
  - ⊗ GAS TEST STATION
  - COMMUNICATION PEDSTAL
  - CLEAN OUT
  - ⊙ SANITARY SEWER MANHOLE
  - ▽ SIGN



## EXHIBIT NUMBER 4

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

**TXU-ELECTRIC DNLDR ELECTRIC**

By: TIM LOWE **DELIVERY**  
(Please Print)

Title: SR UTILITY DESIGNER  
(Please Print)

Signature: *Tim Lowe*

**SBC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CHARTER CABLE**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL  
UTILITY DISTRICT**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## EXHIBIT NUMBER 4

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

**TXU ELECTRIC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**SBC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CHARTER CABLE**

By: Brent E. Bascom  
(Please Print)

Title: Coordinator  
(Please Print)

Signature: Brent E. Bascom

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## EXHIBIT NUMBER 4

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

**TXU ELECTRIC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**SBC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CHARTER CABLE**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: Ronnie Nichols  
(Please Print)

Title: Operations Mgr  
(Please Print)

Signature: Ronnie Nichols

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## EXHIBIT NUMBER 4

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

**TXU ELECTRIC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**SBC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CHARTER CABLE**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: Jason T. Dillard  
(Please Print)

Title: Field Engineering Supervisor  
(Please Print)

Signature: Jason T. Dillard

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



## EXHIBIT NUMBER 4

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

**TXU ELECTRIC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**SBC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CHARTER CABLE**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: Bob DAVISON  
(Please Print)

Title: PROJECT MANAGER  
(Please Print)

Signature: Bob Davison

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## EXHIBIT NUMBER 4

The undersigned public utility companies, **using or entitled to use** under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

**TXU ELECTRIC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**SBC/AT&T**

By: Tommy Ellison  
(Please Print)

Title: Mgr. Design Eng.  
(Please Print)

Signature: Tommy Ellison

**CHARTER CABLE**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## EXHIBIT NUMBER 4

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 1 Block(s) 32 of the Burleson Addition to the City of Burleson, Johnson County, Texas.

Street name: ~~Burleson Street~~ 200 Main St.

## TXU ELECTRIC

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## SBC

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## CHARTER CABLE

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## BETHESDA WATER SUPPLY CORP.

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

JOHNSON COUNTY SPECIAL  
UTILITY DISTRICT

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## PATHWAY COMMUNICATIONS

By: MARK ELROD  
(Please Print)

Title: TECHNICIAN  
(Please Print)

Signature: Mark Elrod

## UNITED COOPERATIVE SERVICES

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## CITY OF BURLESON PUBLIC WORKS

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## ATMOS ENERGY CORP.

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## OTHER

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## EASEMENT &amp; RIGHT-OF-WAY USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit Dalton's Corner, LLC., herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 1, to be used for the purposes of screening the dumpster required by ordinance. upon the following conditions:

I.  
That Applicant, his successors or assigns shall maintain and keep in sightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time.

II.

That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson or Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 07 day of August, 2012.

CITY OF BURLESON:

By: Laura E. MeltonPrinted Name: Laura E. MeltonTitle: Dir of Eng Svcs.

APPLICANT:

By: Cary MoonPrinted Name: CARY MOONTitle: Pres. M.F. Inc.

NOTE: PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY.

THE STATE OF TEXAS §

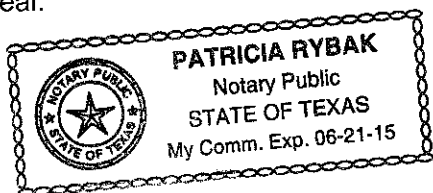
CORPORATE ACKNOWLEDGMENT

COUNTY OF ~~TARRANT~~ Denton §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cary Moon, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said Dalton's Corner Bar & Grill a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8<sup>th</sup> day of August, 2012.

Notary Seal:



Patricia Rybak  
Notary Public in and for the  
State of Texas

My Commission Expires: 6/21/15

THE STATE OF TEXAS §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires: \_\_\_\_\_

NOTE: PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY.

THE STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said \_\_\_\_\_, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires: \_\_\_\_\_

**CITY OF BURLESON  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT**

THE STATE OF TEXAS                   §

COUNTY OF JOHNSON                   §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit **Grump's Restaurant**, herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 2, to be used for the purposes of **supporting a second floor addition** upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in slightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time.

II.

**That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.**

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson or Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 26 day of July, 2011.

CITY OF BURLESON:

By: Laura E. Melton

Printed Name: Laura E. Melton

Title: Dir. of Eng. Svcs.

APPLICANT:

By: Collier Albright

Printed Name: **Collier Albright**

Title: **Owner**

Easement Use Agreement - Page 2

PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY - FOR FACILITIES IN TARRANT COUNTY.

THE STATE OF TEXAS §

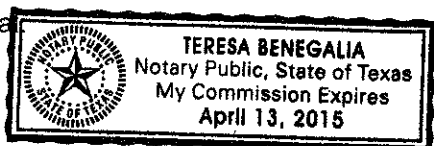
CORPORATE ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared COLLIER ALBRIGHT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said GRUMPS, LTD., a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of JULY, 2011.

Notary Seal



Teresa Benegalia  
Notary Public in and for the  
State of Texas

My Commission Expires: 4-13-15

THE STATE OF TEXAS §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires: \_\_\_\_\_



DATE: 7/14/11

## APPLICATION

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement in the Original Burleson Old Town Addition to the City of Burleson, Texas.

Street Address: 108 S. Main Street, Burleson, Texas, 76028

The undersigned hereby makes application for the joint use of that portion of the public utility easement/drainage easement/right-of-way situated in the above named addition, and particularly shown in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
BALCONY WITH COLUMNS AT SIDEWALK ONLY
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
SIDE WALK

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name/Title: COLLIER ALBRIGHT

Phone No.: 817/573-5040

Signed: \_\_\_\_\_

Phone No.: 817/559-0512

Company: GRUMPS RESTAURANT

Mailing Address: 108 S MAIN STREET

Fax No.: 817 573 5102

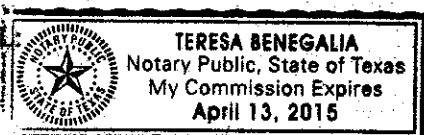
BURLESON TX 76028

Email: COLSGRUMPS@TATCO.COM

THE STATE OF TEXAS                    §  
COUNTY OF HOOD                    §

BEFORE ME, the undersigned authority, on this the 14th day of JULY, 2011, personally appeared COLLIER ALBRIGHT, known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

NOTARY SEAL  
Texas

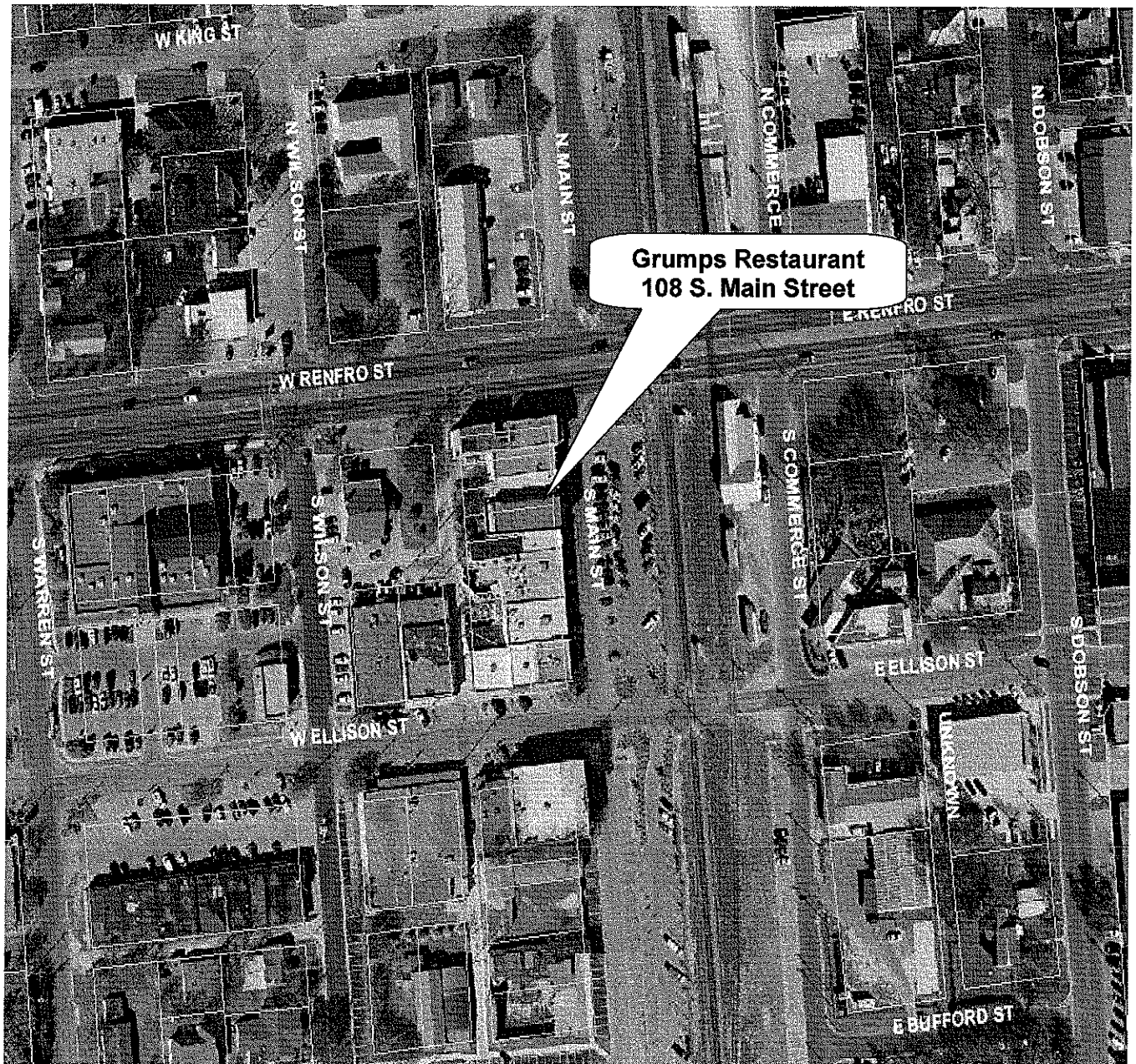


Teresa Benegalia  
Notary Public in and for the State of

My Commission Expires: 4/13/15

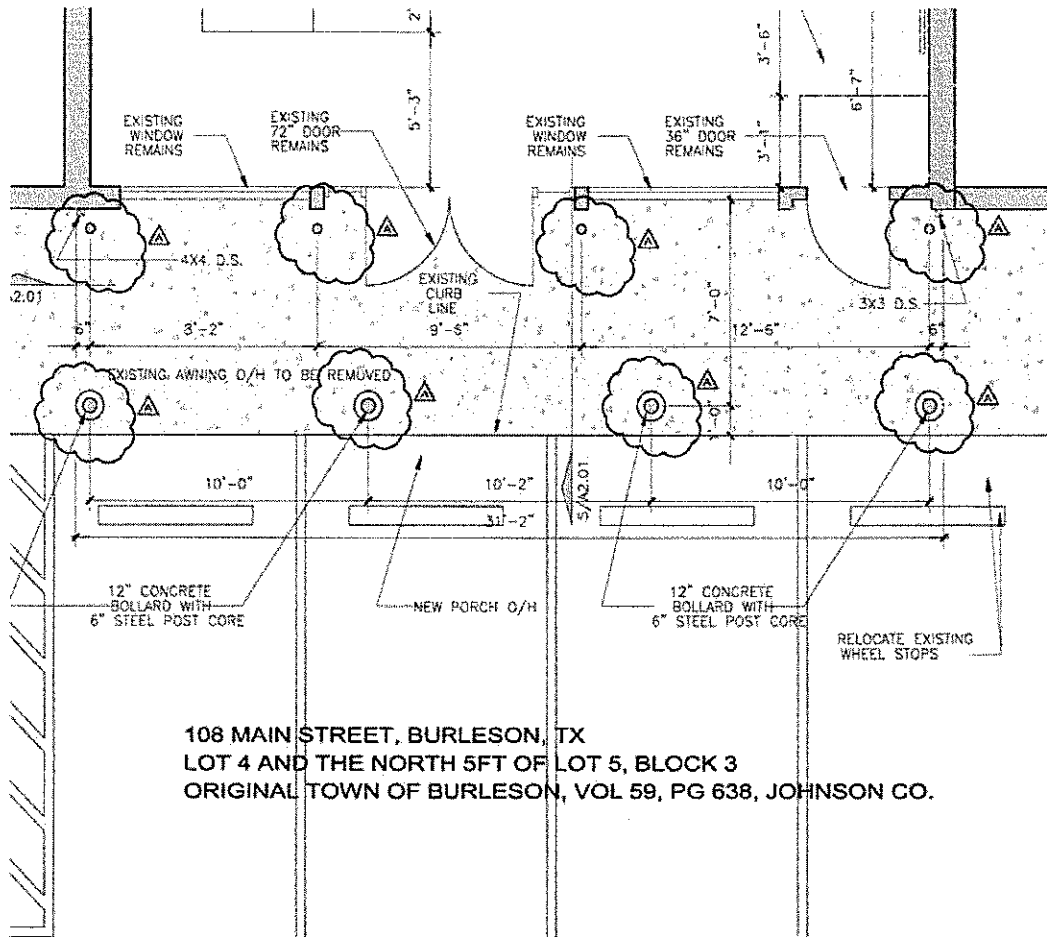
## EXHIBIT NUMBER 1

Vicinity Map for Proposed Easement/Right-of-Way Use Area



## EXHIBIT NUMBER 2

THESE DRAWINGS AND OTHER RELATED DOCUMENTS ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT.



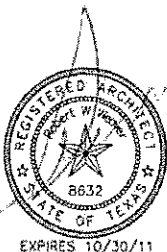
108 MAIN STREET, BURLESON, TX  
 LOT 4 AND THE NORTH 5FT OF LOT 5, BLOCK 3  
 ORIGINAL TOWN OF BURLESON, VOL 59, PG 638, JOHNSON CO.



### Site/Floor Plan

SCALE 3/16"=1'-0"

- ▲ REQUEST IS FOR PERMISSION TO PLACE CONCRETE PIERS WITH STEEL POSTS/BOLLARDS 7' O.C. OFF OF FRONT FACE OF BUILDING AND 1'-0" INSIDE OF EXISTING SIDEWALK EDGE.



**WEAVER ARCHITECTS, LLC**  
 PO Box 265, Burleson, TX 76097  
 TEL (882) 429-6203 FAX (882) 323-2009  
 E-mail Bob@WeaverArchitectsLLC.com

#### DRAWING REVISION SECOND FLOOR REMODEL

GRUMP'S RESTAURANT  
 108 MAIN STREET  
 BURLESON, TEXAS

JOB# 2011-007  
 06-13-2011

**DR03**

SHEET #

### **EXHIBIT NUMBER 3**

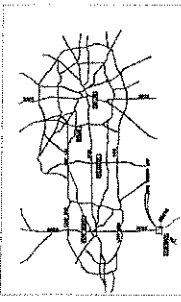
#### **Section/Detail of Improvements with Profile View**

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

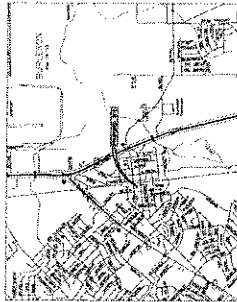
See following pages for detail drawings

# CONSTRUCTION DOCS FOR A 2ND FLOOR ADDITION TO GRUMP'S RESTAURANT OLD TOWN BURLESON, TEXAS

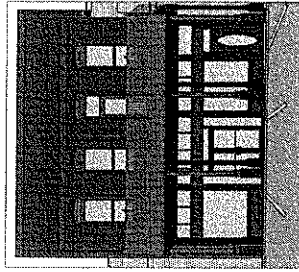
CONTENTS	
A1.01	COVER SHEET
A2.01	ARCHITECTURAL
S1.01	STRUCTURAL



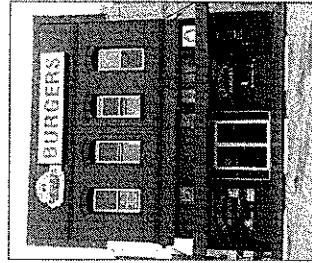
REGIONAL MAP



VICINITY MAP



PROPOSED VIEW



EXISTING VIEW

**01000 GENERAL**

1.01 GENERAL NOTES

1.02 GENERAL NOTES

1.03 GENERAL NOTES

1.04 GENERAL NOTES

1.05 GENERAL NOTES

1.06 GENERAL NOTES

1.07 GENERAL NOTES

1.08 GENERAL NOTES

1.09 GENERAL NOTES

1.10 GENERAL NOTES

1.11 GENERAL NOTES

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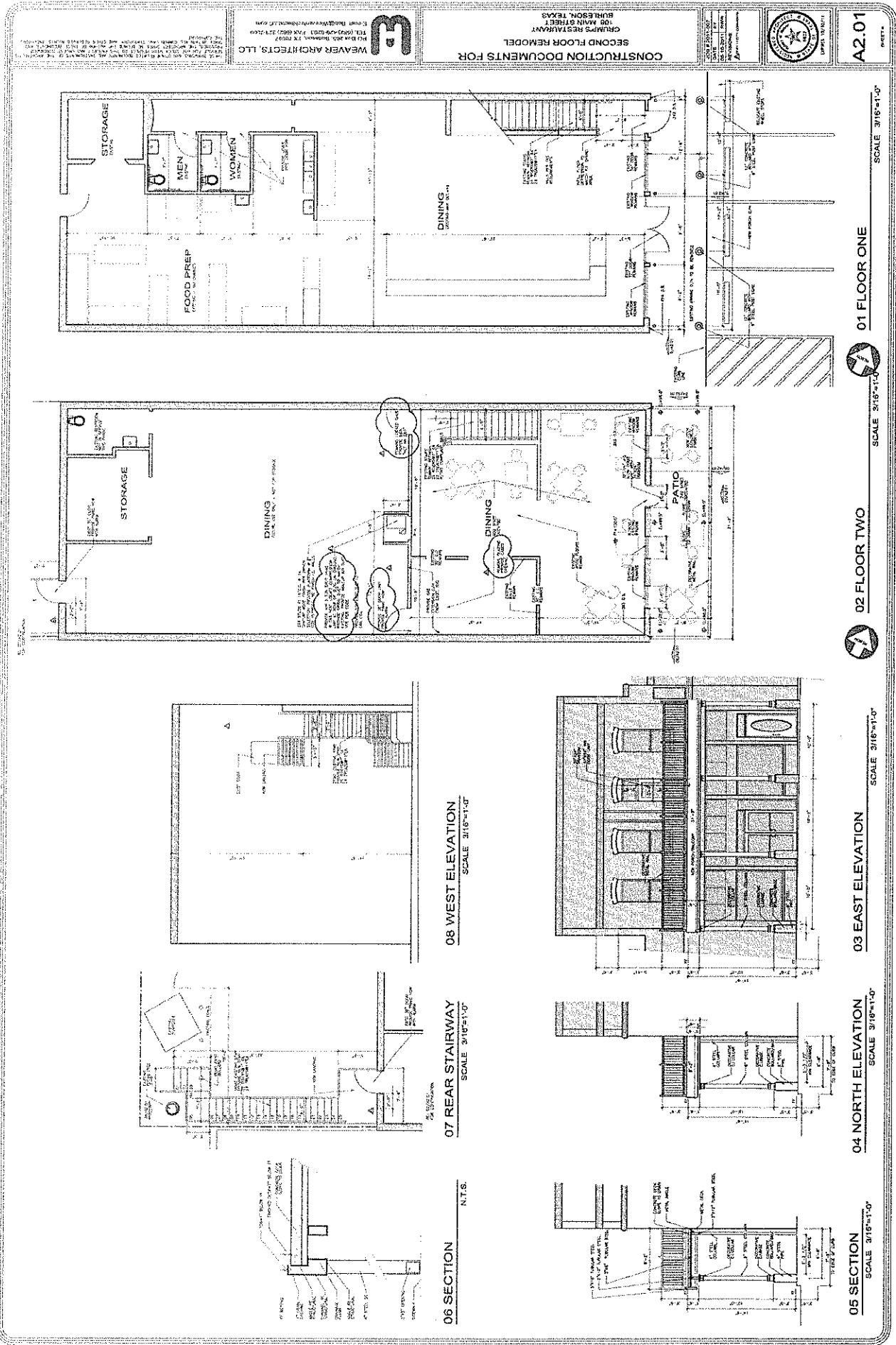
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**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

The undersigned public utility companies, **using or entitled to use** under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in **Lot 4 and the north 5 feet of Lot 5, Block 3** of the **Original Old Town of Burleson Addition** to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 108 S. Main Street, Burleson, Texas 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: Brent E. Bascom  
(Please Print)

Title: Coordinator  
(Please Print)

Signature: [Signature]

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other: \_\_\_\_\_**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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Street name/address (if applicable): 108 S. Main Street, Burleson, Texas 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: Bob Davison  
(Please Print)

Title: PROJECT MANAGER  
(Please Print)

Signature: Bob Davison

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

# GAS CONSTRUCTION PRINT

PROJECT NAME Grumps Restaurant

CUSTOMER \_\_\_\_\_

ADDRESS \_\_\_\_\_

LOCATION 4 in Gas main in alley - Front  
clear

PROJECT NO. \_\_\_\_\_

SHEET 1 OF 1

DATE 07/15/2011

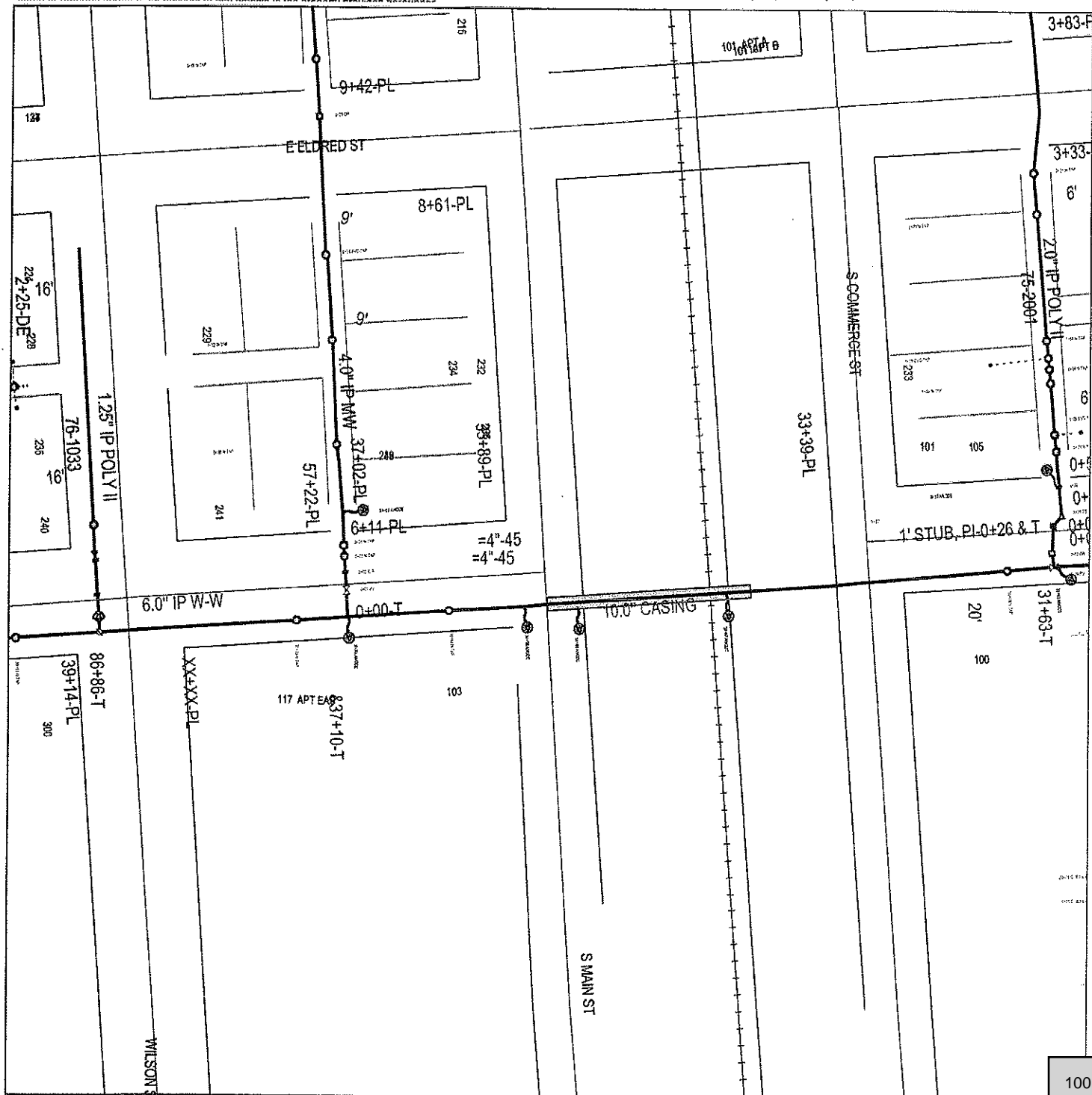
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MAP # \_\_\_\_\_

PROJECT MANAGER BOB DAVISONPHONE NUMBER 817-215-4704

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: Tommy Ellison  
(Please Print)

Title: Mgr-Design Eng.  
(Please Print)

Signature: Tommy Ellison

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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**Oncor Electric Delivery (Electric)**

By: TERREY SEARS  
(Please Print)

Title: UTILITY DESIGNER, Sr.  
(Please Print)

Signature: [Signature]

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4**  
**Agreement/Acknowledgement of Public Utility Companies**

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Oncor Electric Delivery (Electric)

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Pathway Communications

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Atmos Energy (Gas)

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Bethesda Water Supply Corporation

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

AT&T Telephone Company

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

United Cooperative Services (Electric)

By: Jason T. Dillard  
(Please Print)

Title: Field Engineering Supervisor  
(Please Print)

Signature: Jason T. Dillard

Charter Communications

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

City of Burleson

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Johnson County Special Utility District

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Other: \_\_\_\_\_

By: \_\_\_\_\_  
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Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: Ronnie Nichols  
(Please Print)

Title: Operations Mgr  
(Please Print)

Signature: Ronnie Nichols

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: ROBERT STRAWN  
(Please Print)

Title: O.S.P. ENGINEER  
(Please Print)

Signature: Robert Strawn

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

CoB  
CCN -  
Not  
Needed

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



*GRUMPS*

**EXHIBIT NUMBER 4**

Agreement/Acknowledgement of Public Utility Companies

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: *AARON RASEL*  
(Please Print)

Title: *PW DIRECTOR*  
(Please Print)

Signature: *A-RASEL*

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING EASEMENT & RIGHT-OF-WAY USE AGREEMENT

The forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner of the land. An authorized agent of the landowner must submit a Power of Attorney.

**APPLICATION:** The application shall be completely filled out, signed and notarized.

**EXHIBIT NO. 1:** Provide a general vicinity map indicating the project location. The map should be of small enough scale to include at least one (1) major intersection in the City of Burleson. The map may be hand drawn, aerial, from GIS or from an internet mapping program such as yahoo maps.

**EXHIBIT NO. 2:** Provide an accurate, to scale drawing of the proposed area of usage of the easement/right-of-way, including all dimensions as required to accurately stake the area in the field. If needed to accurately describe the area, include metes and bounds. Please limit the requested area of usage to the minimum required to accommodate your needs. Additional pages may be attached, but all drawings must be no larger than 11" x 17". Reducing large plans or plats to use as the base drawing is acceptable, providing the final document is legible to City staff. Include all existing easements, overhead or underground utilities, drainage facilities or other improvements within 50' of the proposed area of usage and show the location of the proposed improvements.

**EXHIBIT NO. 3:** Provide a detail and/or cross-section of the private facilities to be placed in the right-of-way/easement. Vertical alignment of existing and proposed facilities must be shown. Information on existing public water, sewer and drainage facilities can be obtained at the Engineering Services Maproom at City Hall, 141 W. Renfro Street. Many plans are available as pdf files and can be emailed - call Brenda at 817-426-9619 or email at bcrowder@burlesontx.com.

**EXHIBIT NO. 4:** Signatures are required from each utility that serve the area regardless of whether or not they have utility equipment in the easement. Each utility can sign on a separate sheet – returned fax copies are acceptable. The City will assist in obtaining the signatures.

**EASEMENT AND RIGHT-OF-WAY USE AGREEMENT:** The Agreement shall be completed, signed and notarized. All signatures and notary acknowledgments must be originals, no copies. In the second blank of the first paragraph, please describe specifically the intended use of the easement or right-of-way.

**UTILITY CONTACT INFORMATION:** This sheet provides information on how to contact the utility companies if necessary. It is kept as up to date as possible but is only a reference. If you find incorrect information on the sheet, please feel free to mark the changes and attach it with your application and we will update the form.

**NOTES:**

1. Contact Engineering Dept. at 817-426-9600 to discuss the reason for the request for the right-of-way/easement agreement.
2. Once it is determined that the City has no objections to the request, please provide the information above and allow approximately 2 to 3 weeks for review of the agreement.
3. There is a review and filing fee of ~~\$125~~ that shall be paid by the applicant prior to filing with the County. \$150

## APPLICATION

DATE: 10/20/2014

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement in the  
ORIGINAL TOWN OF BURLESON Addition to the City of Burleson, Texas. Street  
 Address: 112 W. ELLISON ST. (if applicable)

The undersigned hereby makes application for the joint use of that portion of the public utility easement/drainage easement/right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
INSTALLATION AND OPERATION OF GREASE TRAP  
FOR ABOVE MENTIONED ADDRESS.
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
SEWER BY CITY OF BURLESON AND OTHERS  
TO BE DETERMINED UPON LINE LOCATES.

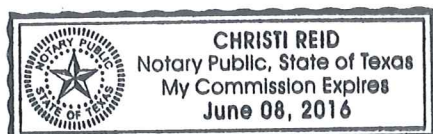
I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name/Title: JEFF S. RASCOPhone No.: 817-295-2202Signed: [Signature]Phone No.: 817-295-3768Company: BAKER FOUNDATION OF BURLESON, INC.Mailing Address: POB 309Fax No.: 817-295-3768BURLESON TX 76097Email: jeffrasco@rascofa.com

THE STATE OF TEXAS §  
 COUNTY OF Johnson §

BEFORE ME, the undersigned authority, on this the 20 day of October, 2014, personally appeared Jeff S. Rasco, known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

NOTARY SEAL:  
 Texas



[Signature]  
 Notary Public in and for the State of



EXHIBIT 1

SWILSON ST

Approximate Location  
Proposed (within Row)

X

original location

WELLISON ST

Grease Trap for  
112 W Ellison St



Street Centerline

Active



My Commission Expires: 8 June 2016

**EXHIBIT NUMBER 1**

Vicinity Map for Proposed Easement/Right-of-Way Use Area

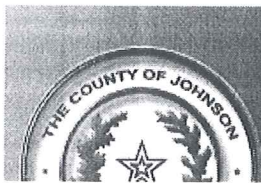
SEE ATTACHED.

**EXHIBIT NUMBER 2****Graphic and/or Metes and Bounds Description of Proposed Easement/Right-of-Way Use Area**

Show surrounding area to the nearest streets in all directions, abutting lots, the block(s) in which the portion of the utility easement/drainage easement/right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/right-of-way sought to be joint use is situated.

This drawing must be to scale and shall include a graphic scale, north arrow, legal description of the subject property and adjoining properties and all existing easements and improvements within 50 feet of the joint usage area. The type of easement sought shall be designated on this drawing.

0.152 ACRES AT 112 W. ELLISON ST.,  
JOHNSON COUNTY, TEXAS, WHICH PROPERTY  
IS MORE FULLY DESCRIBED AS  
LOT 11, BLOCK 3, BURLESON ADDITION  
TO THE CITY OF BURLESON, JOHNSON  
COUNTY, TEXAS, ALSO KNOWN AS ORIGINAL  
TOWN OF BURLESON ADDITION.



# Johnson County Tax Office

Monday,  
October  
20, 2014

## Property Tax Record

[Home](#)
[Property Tax](#)
[Vehicles](#)
[Boats](#)
[Locations & Hours](#)
[Contact Us](#)
[Links](#)
[New Search](#)

**Account:** 126-2552-00390  
**Location:** 0000112W ELLISON ST  
**Legal:** LOT 11 BLK 3 BURLESON  
 ADDITION  
 126.5525.97938  
**Owner:** BAKER FOUNDATION OF  
 BURLESON INC  
 P O BOX 309  
 BURLESON TX 76097

**Acres:** 0.152  
**Property Real**  
**Type:**

### 2014 Values

Land Non-Home Site 39678  
 Improvement Non-Home Site 196252  
 Total Market Value 235930  
 Taxable Value 235930

### 2014 Exemptions

Click on the e-Payment button to make a credit card or eCheck payment.

[Current status](#)
[All years](#)
[Tax Estimator](#)
[e-Statement](#)
[e-Payment](#)

Year Unit	Levy Amount	Levy Paid	Levy Due	Penalty	Interest	Col Penalty	Total Due
2014 BUC	1,745.88	0.00	1,745.88	0.00	0.00	0.00	1,745.88
2014 BUS	3,633.32	0.00	3,633.32	0.00	0.00	0.00	3,633.32
2014 COUN	956.46	0.00	956.46	0.00	0.00	0.00	956.46
2014 FMLR	93.43	0.00	93.43	0.00	0.00	0.00	93.43
2014 Totals	6,429.09	0.00	6,429.09	0.00	0.00	0.00	6,429.09

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 Site Design by Spindlemedia

**EXHIBIT NUMBER 3**

## Section/Detail of Improvements with Profile View

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

(APPLICANT / CONTRACTOR TO COMPLETE)

PLEASE SEE ATTACHED CONTRACTOR BID.



**Nancy Burt**

---

**From:** Rick Hazen <ricklhazen@yahoo.com>  
**Sent:** Thursday, July 24, 2014 6:13 PM  
**To:** Harold Baker Foundation; Nancy Burt; Jeff Rasco  
**Subject:** Fwd: Est for Grease Trap  
**Attachments:** OLDTEXBREW.pdf; ATT00001.htm

Best Regards,

Rick Hazen  
Old Texas Brewing Co  
112 W Ellison St  
Burleson, TX 76028  
817-447-2337 Office  
817-501-6564 Cell

Texas Aircraft Services, LLC  
1650 Airport Dr  
Hangar 1010  
Cleburne, TX 76033  
817-202-8809 Office  
817-501-6564 Cell

Begin forwarded message:

**From:** [jamiepadleski35@att.net](mailto:jamiepadleski35@att.net)  
**Date:** July 24, 2014 at 4:21:41 PM CDT  
**To:** Rick Hazen <[ricklhazen@yahoo.com](mailto:ricklhazen@yahoo.com)>  
**Subject:** Fwd: Est for Grease Trap

Here is another estimate for the grease trap

Sent from my iPhone

Begin forwarded message:

**From:** Amber Spears <[amber\\_curlysplumbing@yahoo.com](mailto:amber_curlysplumbing@yahoo.com)>  
**Date:** July 24, 2014 at 3:47:14 PM CDT  
**To:** "jamiepadleski35@att.net" <[jamiepadleski35@att.net](mailto:jamiepadleski35@att.net)>  
**Subject:** Est for Grease Trap  
**Reply-To:** Amber Spears <[amber\\_curlysplumbing@yahoo.com](mailto:amber_curlysplumbing@yahoo.com)>

The estimate to replace the grease trap is attached.

Amber Spears  
Curly's Plumbing  
PH: 817-558-1192  
Cell: 682-459-7008  
Fax: 817-517-6420

*Item C.*

# CURLY'S PLUMBING

M-19035  
SCR-9879-U

NE 68159

& BIG BLADE SEWER SERVICE, INC.

817-558-1192

1002 EAST SECOND • CLEBURNE, TX 76031

NAME Old Texas Brewing  
STREET

CITY Buckleson TX STATE TX ZIP 76031  
MAKE MODEL SERIAL NUMBER

JOB LOCATION alley SERVICE Plumbing

DATE 7/24/14  
DATE ORDERED 7/24/14  
DATE SCHEDULED 7/24/14  
PHONE 817-558-1192  
WORK PHONE 817-558-1192

WARRANTY ☐ CONTRACT ☐ SERVICE CONTRACT ☐  
NORMAL ☐ RES. ☐ COMM. ☐

DESCRIPTION OF WORK

Est. To install 1000' gal Grease Trap or

(2) 500 gallon Grease Trap with Sample well

that will include new old trap saw cut bracket

and repair where new plumbing and trap

will be installed. There will also be a trench

excavated to set trap due to not having space

for trench with trench parts, labor, and

disposal only

\$17,500 to 19500

METHOD OF PAYMENT: ☐ CASH ☐ CHECK ☐ BILLING ☐ CREDIT CARD ☐ VISA ☐ MC ☐ AMEX ☐

TECHNICIAN Raymond

PARTS WARRANTY ☐ All parts as recorded are warranted as per manufacturer specifications.

LABOR GUARANTEE ☐ The labor charge as recorded here relative to the equipment serviced as noted is guaranteed for a period of 30 days. We do not, of course, guarantee other parts than those we supply. If repairs later become necessary due to other defective parts, they will be charged separately.

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE. AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

AUTHORIZED SIGNATURE Raymond

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY

DATE 7/24/14

TRAVEL TIME

TIME ARRIVED 10:00

TIME DEPARTED 12:00

TRAVEL TIME 2:00

Customer Signature Raymond

White - Invoice Canary - File Copy Pink - Service Copy

Complaints against this establishment can be made to TEXAS STATE BOARD OF PLUMBING EXAMINERS, (800) 845-6594, FAX (512) 450-0637

## CHECK LIST

☐ COMMERCIAL REPAIR

☐ FLOOR DRAINS

☐ DWASHER BOOSTER

☐ GREASE TRAP

☐ 3 COMPARTMENT SINK

☐ TOILET

☐ BALL COCK

☐ FLAPPER

☐ SUPPLY LINE

☐ WAX SEAL & CLOSET BOLTS

☐ DOUGLAS VALVE

☐ DRAINS CLEANING

☐ KITCHEN SINK

☐ WASHER LINE

☐ MAIN LINE

☐ LAVATORY LINE

☐ TUB OR SHOWER

☐ KITCHEN SINK

☐ SINK FAUCET

☐ SINK DRAIN

☐ GARBAGE DISPOSAL

☐ AIR GAP

☐ DW CONNECTIONS

☐ TUB & SHOWER

☐ TUB VALVE

☐ TRIP LEVER

☐ SHOWER DIVERTER

☐ TUB OR SHOWER DRAIN

☐ LAVATORY

☐ NEW CONSTRUCTION

☐ ROUGH IN

☐ TOP OUT

☐ SET FIXTURES

☐ FINAL

☐ SLAB LEAK

☐ LEAK DETECTION

☐ REPAIR

☐ GAS WATER HEATERS

☐ THERMOCOUPLE

☐ BURNER

☐ CONTROL (GAS)

☐ FLUE PIPE

☐ RELIEF VALVE

☐ WATER HEATER

☐ ELEMENTS

☐ THERMOSTAT

☐ RELIEF VALVE

☐ DIP TUBE

☐ ELECTRICAL CONN.

☐ REPLACEMENT

While we make every effort to protect your carpet and/or floors during service, we cannot be held responsible for damages caused by leaking water heaters during removal.

Customer Signature

RECOMMENDATIONS

OUR TRAINED PERSONNEL SUGGEST THE FOLLOWING IMPROVEMENTS:

TECHNICIAN NAME

PARTS WARRANTY

LABOR GUARANTEE

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE. AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

AUTHORIZED SIGNATURE

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY

DATE

TRAVEL TIME

TIME ARRIVED

TIME DEPARTED

TRAVEL TIME

Customer Signature

White - Invoice Canary - File Copy Pink - Service Copy

Complaints against this establishment can be made to TEXAS STATE BOARD OF PLUMBING EXAMINERS, (800) 845-6594, FAX (512) 450-0637



**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

The undersigned public utility companies, **using or entitled to use** under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) 11, Block(s) 3 of the BURLESON Addition to the City of Burleson, JOHNSON County, Texas.

Street name/address (if applicable): 112 W. ELLISON ST., BURLESON TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT**

THE STATE OF TEXAS                   §

COUNTY OF JOHNSON                   §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit BAKER FOUNDATION OF BURLESON INC., herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 2, to be used for the purposes of INSTALLATION / OPERATION OF GREASE TRAP upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in slightly condition all of the easement /right of way area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities as well as any future improvements to the easement / right of way caused by Applicant within 3 days or unless otherwise approved by the City. The applicant shall contact the city prior to any scheduled maintenance / repair to the private improvements installed within the easement / right of way. In the event of an emergency repair that would affect the use or accessibility of the easement / right of way, the applicant will notify the city immediately.

II.

**That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.**

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson or Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 20th day of OCTOBER, 2014.

CITY OF BURLESON:

APPLICANT:

By: \_\_\_\_\_

By: Jeff S. Rasco

Printed Name: \_\_\_\_\_

Printed Name: JEFF S. RASCO

Title: \_\_\_\_\_

Title: PRESIDENT

PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY - FOR FACILITIES IN JOHNSON COUNTY.

THE STATE OF TEXAS §

CORPORATE ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said \_\_\_\_\_, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

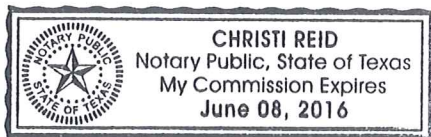
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jeff S. Rasco, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of October, 2014.

Notary Seal:



Christi Reid  
Notary Public in and for the  
State of Texas

My Commission Expires: 8 June 2016



Item C.  
1513  
Juster  
Burleson

EASEMENT & RIGHT-OF-WAY USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit \_\_\_\_\_, herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 1, to be used for the purposes of \_\_\_\_\_ upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in slightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time.

II.

That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson or Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 19th day of March, 2012.

CITY OF BURLESON:

By: Laura E. Melton

Printed Name: Laura E. Melton

Title: Dir. of Eng. Svcs

APPLICANT:

By: James B. Schusler

Printed Name: JAMES B SCHUSLER

Title: OWNER

NOTE: PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY.

THE STATE OF TEXAS §

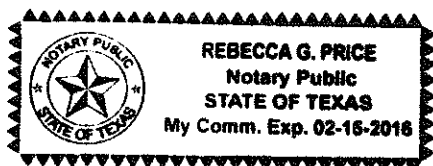
ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JAMES P SCHUSLER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said JAMES P SCHUSLER, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, 2018.

Notary Seal:



Notary Public in and for the  
State of Texas

My Commission Expires: 2-15-2016

THE STATE OF TEXAS §

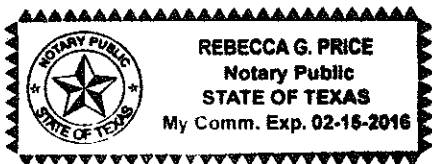
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JAMES P SCHUSLER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, 2018.

Notary Seal:



Notary Public in and for the  
State of Texas

My Commission Expires: 2-15-2016



## APPLICATION

Application for the Use of a Portion of Right-of-Way/Easement in the

Addition to the City of Burleson, Texas.

Street Address: 125 BLUFORD (if applicable)

DATE: \_\_\_\_\_

The undersigned hereby makes application for the joint use of that portion of the public utility easement/drainage easement/right-of-way situated in the above named addition, and particularly described in Exhibit No. 1 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The reason for the use of the easement/right-of-way is as follows:  
DUMPSTER PAD
3. Such public utility easement/drainage easement/right-of-way has been and is being used as follows:  
NONE

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name: JAMES B. SCHUSTERSigned: James Schuster

Name: \_\_\_\_\_

Mailing  
Address: PO BOX 470246  
FT W T TXTelephone Number: 682 552 2337

Fax Number: \_\_\_\_\_

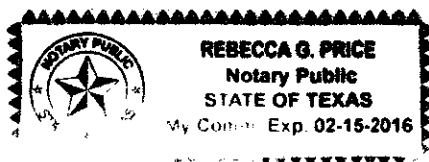
THE STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this the 31 day of March, 2004, personally appeared James Schuster, known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

NOTARY SEAL:  
Texas

Notary Public in and for the State of

My Commission Expires: 2-15-2016

NOTE: PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY.

THE STATE OF TEXAS §

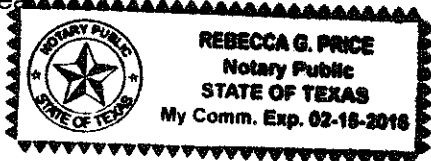
CORPORATE ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JAMES B SCHUSLER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said \_\_\_\_\_, a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, 2012.

Notary Seal:



Rebecca G Price  
Notary Public in and for the  
State of Texas

My Commission Expires: 2-15-2016

THE STATE OF TEXAS §

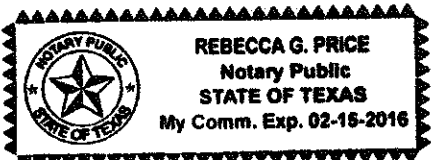
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JAMES B SCHUSLER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, 2012.

Notary Seal:



Rebecca G Price  
Notary Public in and for the  
State of Texas

My Commission Expires: 2-15-2016

## EXHIBIT NUMBER 2

The following is a detail drawing depicting the area or portion of the easement/right-of-way and property described in Exhibit Number 1, a plat of the utility easement/drainage easement/right-of-way to be subject of the joint use agreement in the above numbered application showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the utility easement/drainage easement/right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/right-of-way sought to be joint use is situated.

This drawing shall include a north arrow, legal description of the subject property and adjoining properties. The type of easement shall be designated on this drawing.

SEE EXHIBIT 1 & 2

## EXHIBIT NUMBER 3

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

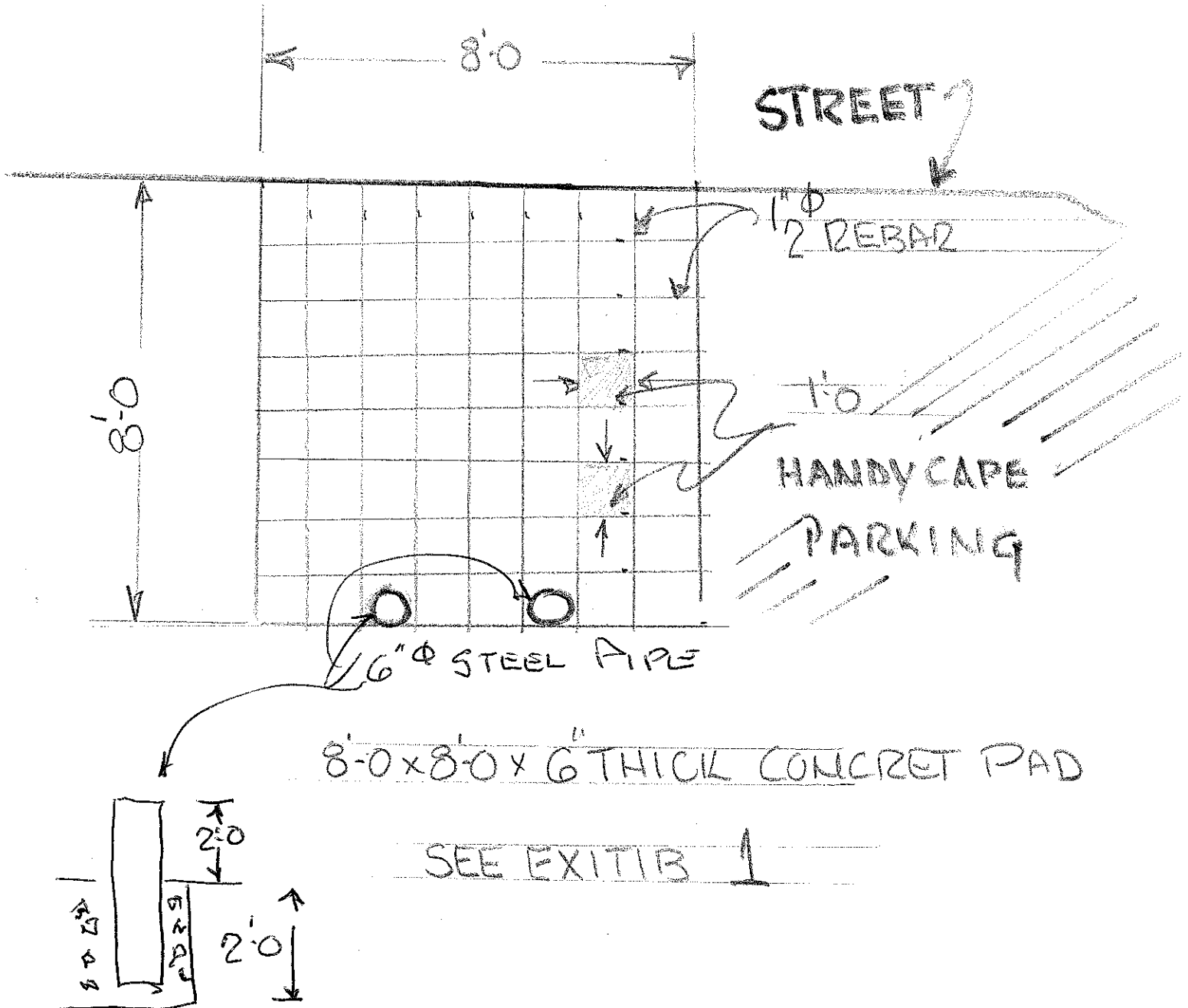


EXHIBIT 2.

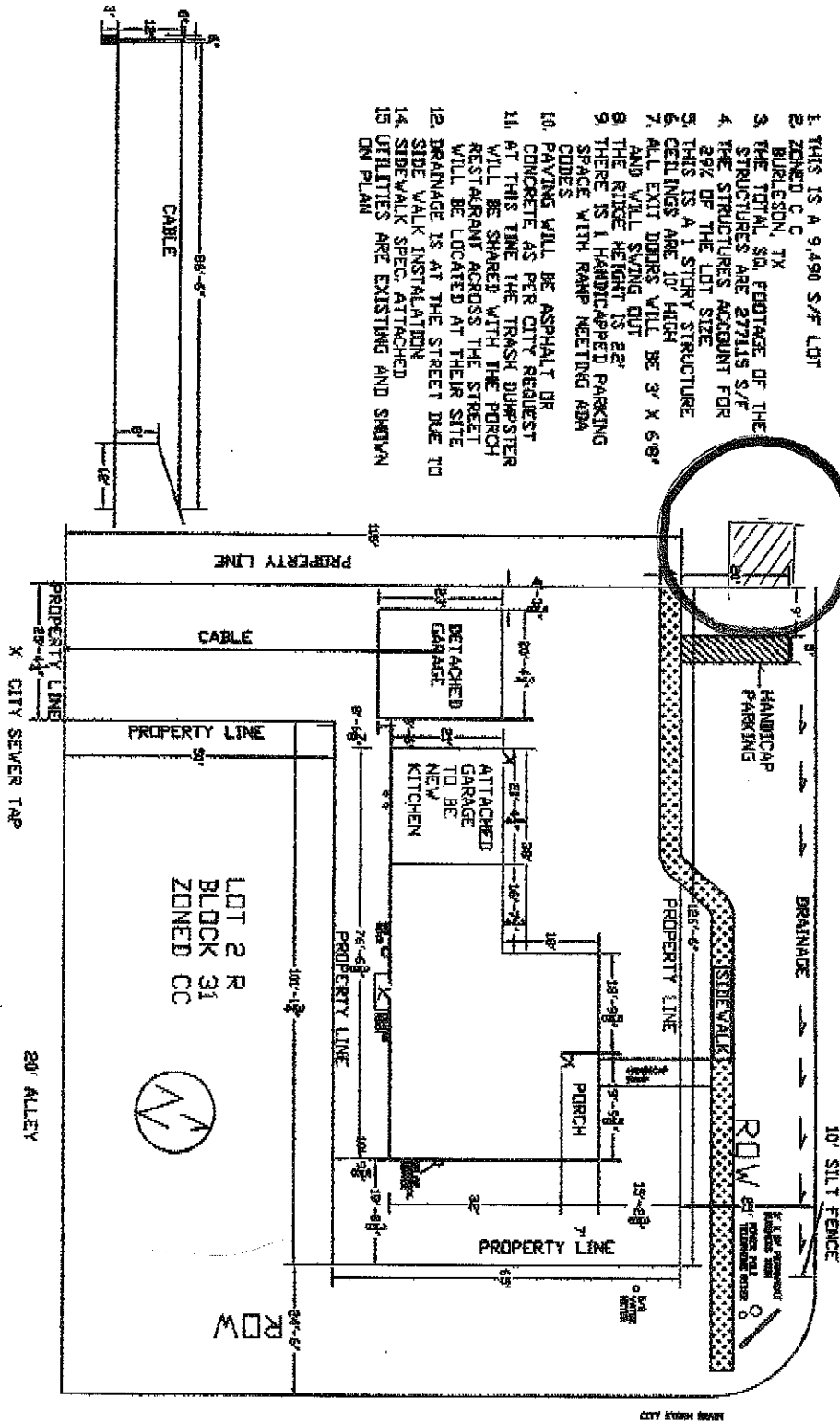
## EXHIBIT NUMBER 1

Being that portion of that certain easement/right-of-way situated in \_\_\_\_\_  
\_\_\_\_\_. Addition/Survey to the City of Burleson,  
\_\_\_\_\_ County, Texas, and being more particularly described by metes and bounds as  
follows:

NOTE: DO NOT PLACE DRAWING OR GRAHICS ON THIS PAGE.

PROPOSED CONVERSION OF A  
RESIDENCE TO A RESTAURANT

1. THIS IS A 9,490 S/F LOT
2. ZONED C C
3. BURELSON, TX
4. THE TOTAL SQ. FOOTAGE OF THE  
STRUCTURES ARE 27,115 S/F
5. THE STRUCTURES ACCRANT FOR  
29% OF THE LOT SIZE
6. THIS IS A 1 STORY STRUCTURE
7. CEILINGS ARE 10' HIGH
8. ALL EXIT DOORS WILL BE 3' X 6'8"
9. AND WILL SVING DUT
10. THE RISE HEIGHT IS 22'
11. THERE IS 1 HANDICAPPED PARKING  
SPACE WITH RAMP MEETING ADA  
CODES
12. PAVING WILL BE ASPHALT OR  
CONCRETE AS PER CITY REQUEST
13. AT THIS TIME THE TRASH DUMPSTER  
WILL BE SHARED WITH THE PORCH  
RESTAURANT ACROSS THE STREET  
WILL BE LOCATED AT THEIR SITE
14. DRAINAGE IS AT THE STREET DUE TO  
SIDE WALK INSTALLATION
15. UTILITIES ARE EXISTING AND SHOWN  
ON PLAN



SOUTH WILSON STREET

PROPOSED REMODEL FOR A RESTAURANT

J & J OYSTER BAR BURELSON  
120 WEST BUFFORD STREET  
BURELSON TEXAS

DATE	10/1/00
BY	J. J. OYSTER
CHECKED BY	J. J. OYSTER
DATE	10/1/00

10/1/00  
J. J. OYSTER

3

HENRY FABZIC 817 7343866

## EXHIBIT NUMBER 4

The undersigned public utility companies, **using or entitled to use** under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/drainage easement/utility easement/right-of-way sought to be used in Application for joint use of the utility easement/drainage easement/utility easement/right-of-way, do hereby consent to the joint use of the described portion of such utility easement/drainage easement/utility easement/right-of-way in Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ of the \_\_\_\_\_ Addition to the City of Burleson, \_\_\_\_\_ County, Texas.

Street name: \_\_\_\_\_

**TXU ELECTRIC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CHARTER CABLE**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**UNITED COOPERATIVE SERVICES**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**ATMOS ENERGY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**SBC**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**BETHESDA WATER SUPPLY CORP.**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**PATHWAY COMMUNICATIONS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**CITY OF BURLESON PUBLIC WORKS**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**OTHER**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

02EE

9631

4269362

Item C.

**UTILITY CONTACT INFORMATION**

817 9362

**Oncor Electric Delivery (Electric)**

3500 El Campo  
Fort Worth, Texas 76107

Terry Sears 817-443-3432  
PMDS Utility Designer Sr.  
[terry.sears@oncor.com](mailto:terry.sears@oncor.com)

**Atmos Energy (Gas)**

100 W. Morningside Drive  
Fort Worth, Texas 76110

Bob Davison 817-215-4704  
[bob.davison@atmosenergy.com](mailto:bob.davison@atmosenergy.com)

**AT&T Telephone Company**

1116 Houston St.  
Room 1410  
Fort Worth, Texas 76102

Tommy Ellison (817) 338-5357  
Engineering Department  
[te5574@att.com](mailto:te5574@att.com)

**Charter Communications**

15100 Trinity Blvd., Suite 500  
Fort Worth, Texas 76155

Greg Piatt 817-298-3625

**Johnson County Special Utility District**

2849 Hwy 171 South  
P.O. Box 509  
Cleburne, TX 76033-0509

Ronnie Nichols 817-558-9522  
[nicholsr@jcsud.com](mailto:nicholsr@jcsud.com)

**Pathway Communications**

427 N Broadway St  
Joshua, TX 76058-3413

Ricky Allen 817-484-2222  
Fax 817-447-0169  
[ricky@usapathway.com](mailto:ricky@usapathway.com)  
cc: Robert Strawn  
[robert@aciglobal.com](mailto:robert@aciglobal.com)

**Bethesda Water Supply Corporation**

P.O. Box 130  
509 South Burleson Blvd.  
Burleson, TX 76097

Carl Novack 817-295-2131  
Fax 817-447-9370

**United Cooperative Services**

P.O. Box 16  
Cleburne, TX 76033

Jason Dillard 817-556-4055  
[Jason@united-us.com](mailto:Jason@united-us.com)

**City of Burleson**

141 W. Renfro  
Burleson, TX 76028

Mandy Clark 817-426-9616  
Fax 817-426-9363  
[mclark@burlesontx.com](mailto:mclark@burlesontx.com)

972  
SAM 998 6645

6:30 PM



Johnson County  
Becky Ivey  
County Clerk  
Cleburne 76033

**COPY**



70 2019 00013762

Instrument Number: 2019-13762

As

Easement

Recorded On: May 28, 2019

Parties:

To

Billable Pages: 20

Number of Pages: 21

Comment: J-822

( Parties listed above are for Clerks reference only )

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

Easement	102.00
<b>Total Recording:</b>	<b>102.00</b>

\*\*\*\*\* 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: 2019-13762  
Receipt Number: 164036  
Recorded Date/Time: May 28, 2019 02:10:57P

User / Station: L Bailey - CCL30

**Record and Return To:**

ATTN: PEGGY FISHER  
CITY OF BURLESON  
141 W RENFRO  
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

## APPLICATION

Old Town Station Ph. 2  
ROW Use Agreement for PatioDATE: 03-13-19

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement  
 within Lot 2, Block 1 Mrs. M.A. Clark Addition to the City of Burleson, Texas.  
 Street Address: 225 E Renfro Street, Burleson, TX 76028.

The undersigned hereby makes application for the joint use of that portion of the public utility easement/ drainage easement/ right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
Patio area  


---



---



---
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
~~Utility easement~~ Right-of-way for East Renfro St.

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name: Robert Dow Phone No.: 817-370-7607

Mailing Address: 6904 Hazeltine Dr. Email: robert@silvercreekmaterials.com  
Ft. Worth, TX 76132

Signature:  Date: 3-13-19

**CITY OF BURLESON  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT**

THE STATE OF TEXAS                   §

COUNTY OF JOHNSON                   §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit Robert Dow, herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 2, to be used for the purposes of a patio area upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in sightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time.

II.

**That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.**

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.



IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 13<sup>th</sup> day of March, 2019.

## CITY OF BURLESON:

By: Mandy Clark

Printed Name: Mandy Clark

Title: Development Services Director

## APPLICANT (S):

By: Robert Dow

Printed Name: Robert Dow

Title: Owner

By: Inga Dow

Printed Name: Inga Dow

Title: Owner

THE STATE OF TEXAS §

APPLICANT ACKNOWLEDGMENT

COUNTY OF JOHNSON §

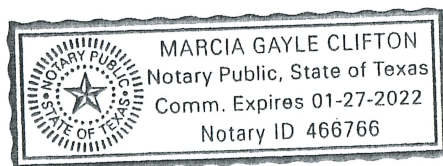
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert and Inga Dow, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said City of Burleson, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13<sup>th</sup> day of March, 2019.

Notary Seal:

Marcia Gayle Clifton  
Notary Public in and for the  
State of Texas

My Commission Expires: 01-27-2022



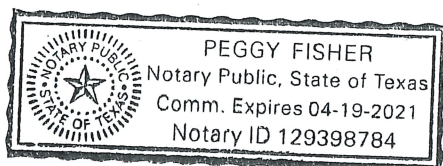
THE STATE OF TEXAS                   §  
COUNTY OF JOHNSON               §

BURLESON ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared in person, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said City of Burleson, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of April, 2019.

Notary Seal:

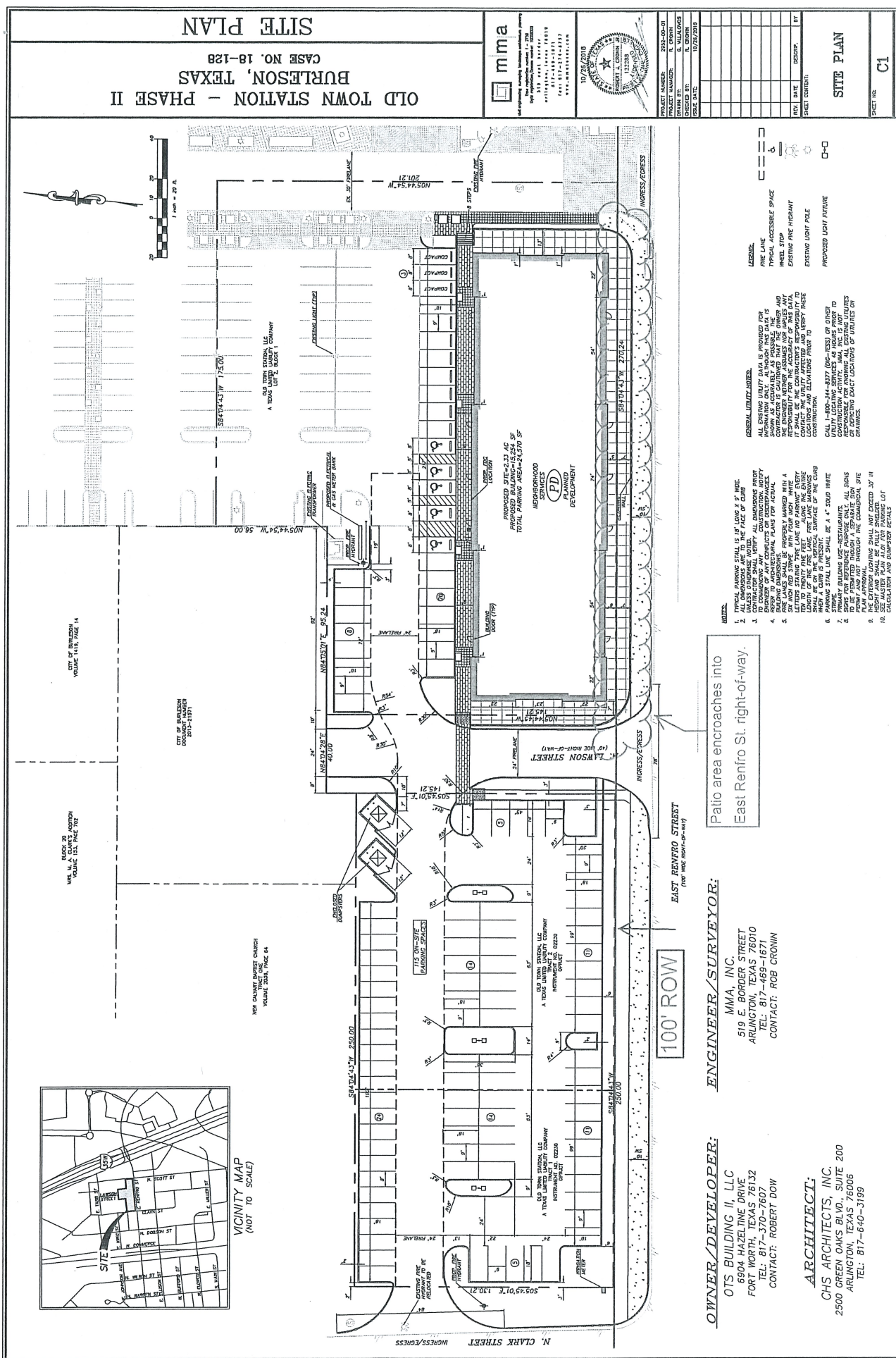


Peggy Fisher  
Notary Public in and for the  
State of Texas

My Commission Expires: 4/2021

**EXHIBIT NUMBER 1**

Vicinity Map for Proposed Easement/Right-of-Way Use Area



**EXHIBIT NUMBER 2****Graphic and/or Metes and Bounds Description of Proposed Easement/Right-of-Way Use Area**

Show surrounding area to the nearest streets in all directions, abutting lots, the block(s) in which the portion of the utility easement/ drainage easement/ right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/ right-of-way sought to be joint use is situated.



**EXHIBIT "A"**  
**METES & BOUNDS DESCRIPTION**  
**ENCROACHMENT AGREEMENT AREA**

**BEING** A 0.055 ACRE TRACT OF LAND LOCATED IN THE D. ANDERSON SURVEY, ABSTRACT NO. 4, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND LYING WHOLLY WITHIN THE PUBLIC RIGHTS-OF-WAY OF EAST RENFRO STREET AND NORTH LAWSON STREET, SAID 0.055 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 3/4 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, MRS. M.A. CLARK ADDITION, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER (CC#) 2015-85, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (OPRJCT), BEING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH LAWSON STREET AND THE NORTH RIGHT-OF-WAY LINE OF EAST RENFRO STREET, SAID BEGINNING POINT HAVING A NAD83 TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6882726.9 E:2332993.3 (BEARINGS & COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD83 - TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA GPS REFERENCE NETWORK. ALL DISTANCES SHOWN HEREON WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011787172, BASE POINT OF 0,0,0);

**THENCE** NORTH 84 DEGREES 03 MINUTES 31 SECONDS EAST, WITH THE SOUTH LINE OF SAID LOT 2, BEING COMMON WITH THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 245.60 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 13.52 FEET, FROM WHICH AN "X"-CUT FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 BEARS NORTH 84 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE 24.64 FEET

**THENCE** SOUTHWESTERLY, OVER AND ACROSS THE SAID PUBLIC RIGHT-OF-WAY OF EAST RENFRO STREET, AND ALONG THE SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 66 DEGREES 33 MINUTES 15 SECONDS, AN ARC LENGTH OF 15.71 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 50 DEGREES 47 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.84 FEET, TO A POINT FOR CORNER;

**THENCE** SOUTH 84 DEGREES 04 MINUTES 43 SECONDS WEST, CONTINUING OVER AND ACROSS THE SAID PUBLIC RIGHT-OF-WAY OF EAST RENFRO STREET, A DISTANCE OF 225.71 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.52 FEET;

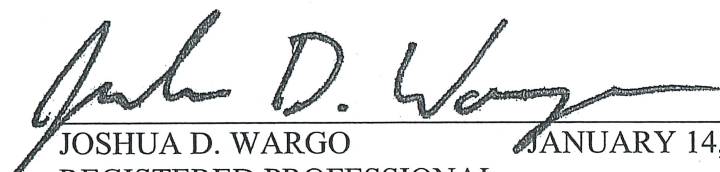
**THENCE** NORTHWESTERLY, OVER AND ACROSS THE AFOREMENTIONED PUBLIC RIGHT-OF-WAY OF NORTH LAWSON STREET, AND ALONG THE SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 21.24 FEET, AND HAVING A LONG CHORD WHICH BEARS NORTH 50 DEGREES 55 MINUTES 17 SECONDS WEST, A DISTANCE OF 19.12 FEET, TO A POINT FOR CORNER;

**THENCE** NORTH 05 DEGREES 55 MINUTES 16 SECONDS WEST, CONTINUING OVER AND ACROSS THE SAID PUBLIC RIGHT-OF-WAY OF NORTH LAWSON STREET, A DISTANCE OF 67.40 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 84 DEGREES 04 MINUTES 50 SECONDS EAST, CONTINUING OVER AND ACROSS THE SAID PUBLIC RIGHT-OF-WAY OF NORTH LAWSON STREET, A DISTANCE OF 6.23 FEET TO A POINT FOR CORNER IN THE WEST LINE OF THE AFOREMENTIONED LOT 2, BEING COMMON WITH THE EAST LINE OF SAID NORTH LAWSON STREET, FROM WHICH A 5/8 INCH IRON ROD FOUND AT THE MOST WESTERLY NORTHWEST CORNER OF SAID LOT 2 BEARS NORTH 05 DEGREES 46 MINUTES 06 SECONDS WEST, A DISTANCE OF 72.35 FEET;

**THENCE** SOUTH 05 DEGREES 46 MINUTES 06 SECONDS EAST, WITH THE SAID COMMON LINE, A DISTANCE OF 72.86 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.055 ACRES (2,417 SQUARE FEET) OF LAND, MORE OR LESS.

SEE ACCOMPANYING EXHIBIT (PAGE 3 OF 3) DATED JANUARY 14, 2019

  
JOSHUA D. WARGO JANUARY 14, 2019  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6391  
STATE OF TEXAS



**EXHIBIT NUMBER 3**  
Section/Detail of Improvements with Profile View

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

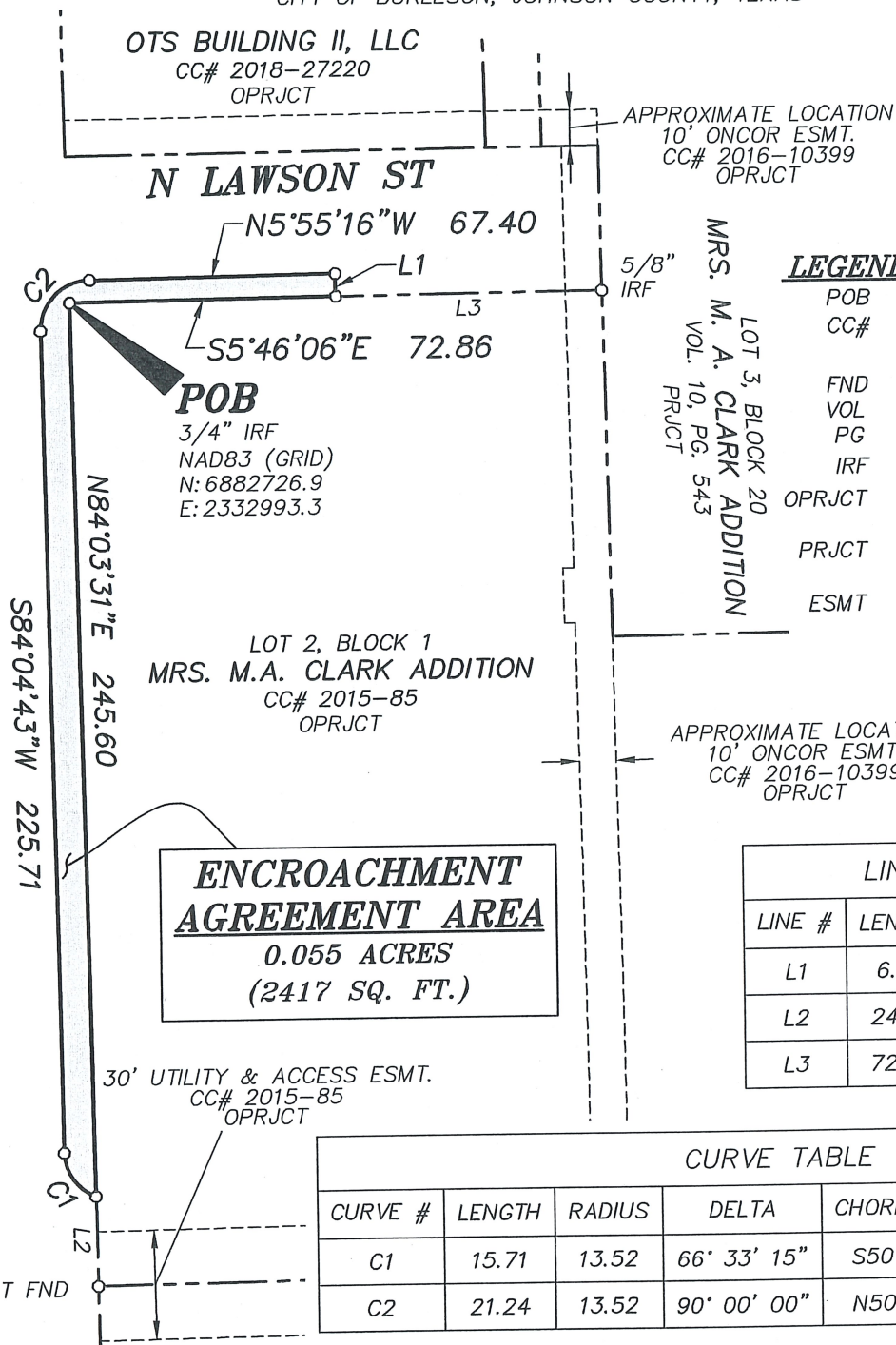


# EXHIBIT "B"

## ENCROACHMENT AGREEMENT AREA

LOCATED IN THE D. ANDERSON SURVEY ABSTRACT NO. 4  
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

D. ANDERSON SURVEY  
ABSTRACT NO. 4  
~  
E RENO ST

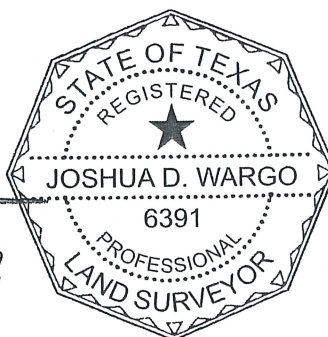


I, JOSHUA D. WARGO, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS EXHIBIT WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY BY ME OR UNDER MY DIRECT SUPERVISION.

ALL DISTANCES SHOWN HEREON WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011787172, BASE POINT OF 0,0,0.

JOSHUA D. WARGO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6391  
STATE OF TEXAS

JANUARY 14, 2019



m|ma

civil engineering surveying landscape architecture planning

tbpe registration number: f - 2759  
tbpls registration/license number: 10088000  
519 east border  
arlington, texas 76010  
817-469-1671  
fax: 817-274-8757  
www.mmatexas.co

**EXHIBIT NUMBER 4**  
**Agreement/Acknowledgement of Public Utility Companies**

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/ drainage easement/ utility easement/ right-of-way sought to be used in Application for joint use of the utility easement/ drainage easement/ utility easement/ right-of-way, do hereby consent to the joint use of the described portion of such utility easement/ drainage easement/ utility easement/ right-of-way within Lot 2, Block 1 Mrs. M.A. Clark addition to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 225 E Renfro Street, Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: Sandra Spencer  
(Please Print)

Title: Utility Designer  
(Please Print)

Signature: Sandra Spencer

*no fac. on Renfro. we have  
fac. on Lawson*

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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Street name/address (if applicable): 225 E Renfro Street, Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: MARK ELROD  
(Please Print)

Title: ENGINEER  
(Please Print)

Signature: Mark Elrod

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: Bob Davison  
(Please Print)

Title: Sr. Project Specialist  
(Please Print)

Signature: Bob Davison

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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**Agreement/Acknowledgement of Public Utility Companies**

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: Steve Sievers  
(Please Print)

Title: General Manager  
(Please Print)

Signature: [Signature]

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: Michael Hosten  
(Please Print)

Title: Engineer  
(Please Print)

Signature: m Rhoten

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other: \_\_\_\_\_**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: Wesley Burton  
(Please Print)

Title: Sp. Field Engineer  
(Please Print)

Signature: Wesley Burton

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: Jeremy Eckenroth  
(Please Print)

Title: Business Development Specialist  
(Please Print)

Signature: Jeremy Eckenroth

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: Mandy Clark  
(Please Print)

Title: Development Service  
(Please Print)

Signature: Mandy Clark

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: Dana Collier  
(Please Print)

Title: System Development Manager  
(Please Print)

Signature: [Signature]

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

## APPLICATION

DATE: 9/1/22

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement within lot 5, Block 2, Wilshire Village Addition to the City of Burleson, Texas.  
 Street Address: 112 NW Millen Burleson, TX 76028

The undersigned hereby makes application for the joint use of that portion of the public utility easement/ drainage easement/ right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
Improvements to drainage channel + installation of permanent  
staked stone retaining wall outside of easement.  
Access required for our excavation + will be backfilled  
and returned to existing condition.
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
8" sewer line + overhead Oncor

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name: Zachary Conley <sup>on behalf of:</sup> Bepton Main Holdings, LLC Phone No.: (678) 362-9125

Mailing Address: 909 Lake Carolyn Pkwy Ste. 150 Email: conley@realtycapital.com  
Irving, TX 75039

Signature: 

Date: 9/1/22

**CITY OF BURLESON  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT**

THE STATE OF TEXAS                   §

COUNTY OF JOHNSON                   §

That the City of Burleson, hereinafter referred to as "City", and its franchised Utility Companies, herein referred to as "Utilities", do consent and agree to permit Dutton Main Holdings, LLC, herein after referred to as "Applicant", to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 2, to be used for the purposes of Improvements to drainage channel and installation of permanent stacked stone retaining wall outside of the easement. Access required to construct wall - over excavation, which will be backfilled and returned to match existing condition. upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in sightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time.

II.

**That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.**

III.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

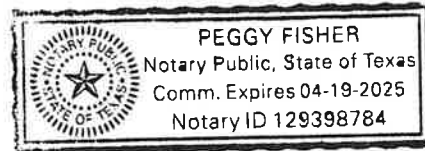
V.

This agreement shall be filed of record in the Deed Records of Johnson County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 1<sup>st</sup> day of September, 2022.

## CITY OF BURLESON:

By: [Signature]  
 Printed Name: Michelle McElroy  
 Title: City Engineer



## APPLICANT (S):

By: [Signature]

By: \_\_\_\_\_

Printed Name: Alexander Brown

Printed Name: \_\_\_\_\_

Title: President  
of Dept on Main Holdings, LLC

Title: \_\_\_\_\_

THE STATE OF TEXAS §

BURLESON ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared in person, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said City of Burleson, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31<sup>st</sup> day of July, 2022.

Notary Seal:

[Signature]  
 Notary Public in and for the  
 State of Texas

My Commission Expires: 4/2025



THE STATE OF TEXAS §

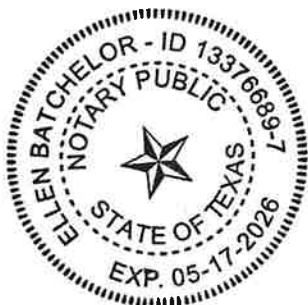
APPLICANT ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Alexander Brown, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of September, 2022.

Notary Seal:



Ellen Batchelor  
Notary Public in and for the  
State of Texas

My Commission Expires: May 17, 2026

**EXHIBIT NUMBER 1**

Vicinity Map for Proposed Easement/Right-of-Way Use Area

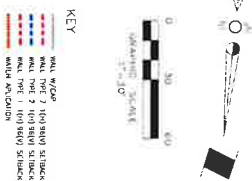
EXHIBIT NUMBER 1



**EXHIBIT NUMBER 2****Graphic and/or Metes and Bounds Description of Proposed Easement/Right-of-Way Use Area**

Show surrounding area to the nearest streets in all directions, abutting lots, the block(s) in which the portion of the utility easement/ drainage easement/ right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/ right-of-way sought to be joint use is situated.

*See Next Sheet*



--

DEPOT ON MAIN  
BURLESON, TEXAS

WALL LOCATION

JOB#: MF-23-0050    DATE: 06/17/23    SHEET: 1 OF 5

**DESIGNBUILD CONSULTING SERVICES** LLC  
P.O. Box 185112  
Fort Worth, TX  
SMILLER@DESIGNBUILDCONSULTING.NET

**EXHIBIT NUMBER 3**

Section/Detail of Improvements with Profile View

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.

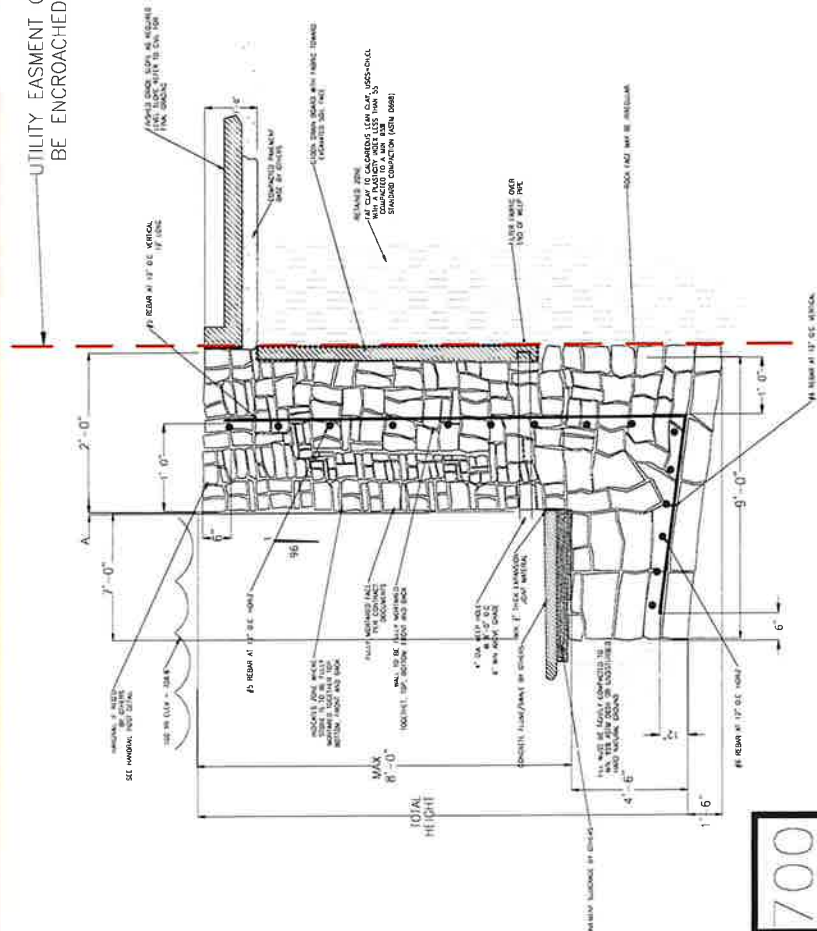
*See Next Sheet*



# TYPE 700: LIMITED SPACE WALL SEE SECTION FOR DIMENSIONS

UTILITY EASEMENT CANNOT BE ENCRACHED

UTILITY EASEMENT CANNOT BE ENCRACHED

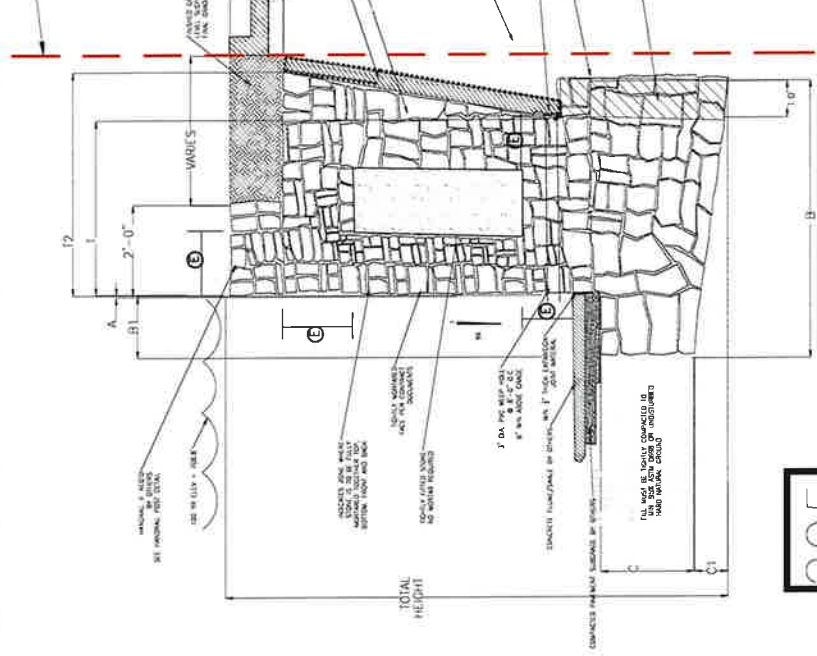


700

TYPICAL LIMITED SPACE MASONRY GRAVITY WALL SECTION

WALL TYPE 2-A: LEVEL SLOPE BEHIND WALL, MAX 25% OR FLAT, OR 10% TO 20% BEHIND WALL

WALL HEIGHT (H)	1'-0"	2'-0"	3'-0"	4'-0"	5'-0"	6'-0"	7'-0"	8'-0"	9'-0"	10'-0"	11'-0"	12'-0"	13'-0"	14'-0"	15'-0"	16'-0"	17'-0"	18'-0"	19'-0"	20'-0"
BASE WIDTH (B)	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
TOP WIDTH (T)	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"
BACKSLOPE (S)	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1
FRONT SLOPE (F)	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1	1:1
MAXIMUM ALLOWABLE LOAD (L)	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000



205

TYPICAL NEAR VERTICAL MASONRY GRAVITY WALL WITH PARAPET SECTION



DESIGNBUILD CONSULTING SERVICES, LLC

P.O. BOX 185112  
FORT WORTH, TX  
SMILLER@DESIGNBUILDCONSULTING.NET

## REVISIONS

DRAWN BY: EVF  
CHECKED BY: JAP



DesignBuild Consulting Services, LLC  
Texas Registered Engineering Firm  
F-1181

DEPOT ON MAIN  
BURLESON, TEXAS

## WALL SECTIONS

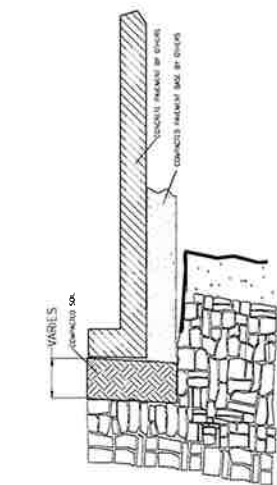
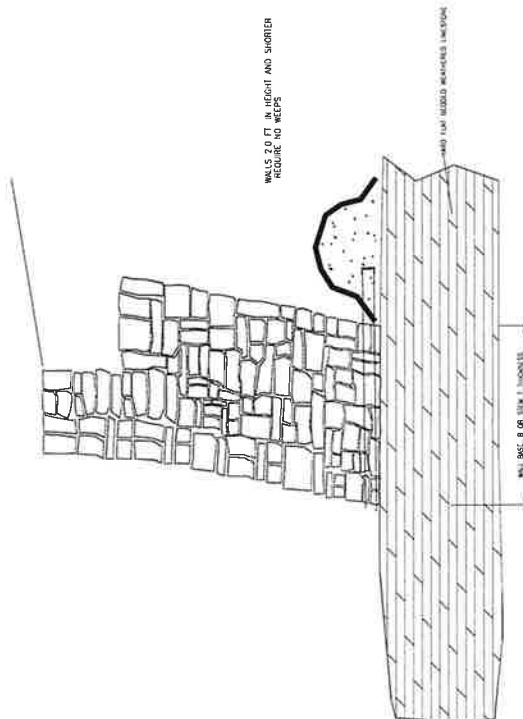
Item C.

DATE: 06/17/23  
JOB# MF-23-0050

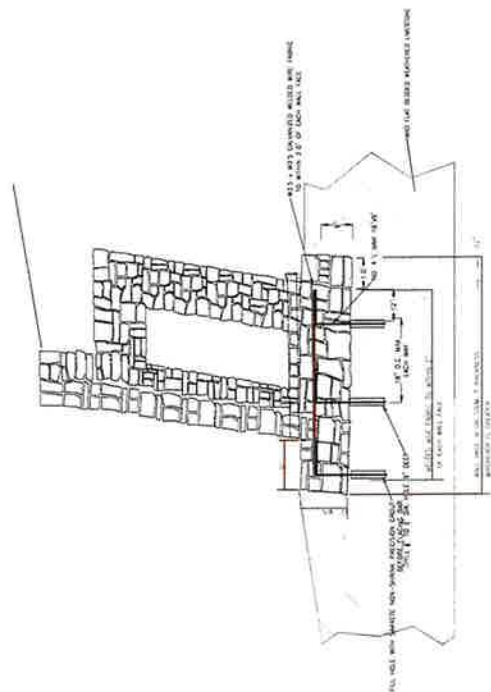
SHEET





PAVEMENT BEHIND WALL DETAIL  
SCALE: NONE

WALL IN LIMESTONE FOUNDATION DETAIL FOR WALLS  $< 4'$   
SCALE NONE



WALL IN LIMESTONE FOUNDATION DETAIL



**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

The undersigned public utility companies, using or entitled to use under the terms and provisions of agreements with the City of Burleson, that portion of the public utility easement/ drainage easement/ utility easement/ right-of-way sought to be used in Application for joint use of the utility easement/ drainage easement/ utility easement/ right-of-way, do hereby consent to the joint use of the described portion of such utility easement/ drainage easement/ utility easement/ right-of-way within ~~Block 5, Lot 2~~ Wilshire Village addition to the City of Burleson, Johnson County, Texas. Cot 5, Block 2

Street name/address (if applicable): 112 NW Hilkey Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: Robin Guerra  
(Please Print)  
Title: New Construction Manager  
(Please Print)  
Signature: Robin Guerra  
DocuSigned by:  
COC7AE9A3F54416

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_



**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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Street name/address (if applicable): 112 NW Hilley, Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Pathway Communications**

By: MARK ELROD  
(Please Print)  
Title: ENGINEER  
(Please Print)  
Signature: Mark Elrod

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**Other:**

By: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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Street name/address (if applicable): 112 NW Hilley Burleson, Tx 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: Bob DAVISON  
(Please Print)

Title: Sr. Project Specialist  
(Please Print)

Signature: Bob Davison

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**EXHIBIT NUMBER 4**  
**Agreement/Acknowledgement of Public Utility Companies**

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Street name/address (if applicable): Cor S, Block 2  
112 NW Hilary Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: Steve Siemers  
(Please Print)

Title: General Manager  
(Please Print)

Signature: [Signature]

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



**EXHIBIT NUMBER 4****Agreement/Acknowledgement of Public Utility Companies**

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Street name/address (if applicable): 112 NW Hilley, Burleson, Tx 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: Daniel Dunn  
(Please Print)

Title: OSP Engineer  
(Please Print)

Signature: Daniel Dunn

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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Street name/address (if applicable): 112 NW Hilley Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: Wesley Burton  
(Please Print)

Title: Sr. Field Eng  
(Please Print)

Signature: Wesley Burton

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Other: \_\_\_\_\_**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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Street name/address (if applicable): 112 NW Hilley Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**Charter Spectrum Communications**By: Thomas Sonnier

(Please Print)

Title: Coordinator

(Please Print)

Signature: Thomas Sonnier**City of Burleson**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**Johnson County Special Utility District**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**Other: \_\_\_\_\_**

By: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

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Street name/address (if applicable):

112 NW Hilary Burleson, TX 76028

**Oncor Electric Delivery (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Pathway Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Atmos Energy (Gas)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Bethesda Water Supply Corporation**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**AT&T Telephone Company**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**United Cooperative Services (Electric)**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**Charter Spectrum Communications**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

**City of Burleson**

By: Michelle McLaughlin  
(Please Print)

Title: Asst Dir PW-Dev.  
(Please Print)

Signature: Michelle McLaughlin

**Johnson County Special Utility District**

By: Dana Collier  
(Please Print)

Title: Deputy GM  
(Please Print)

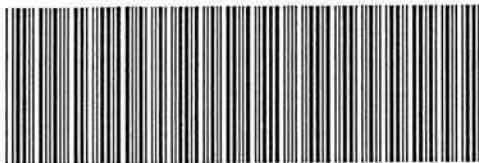
Signature: Dana Collier

**Other:**

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_



\*VG-61-2023-21708\*

Johnson County  
April Long  
Johnson County Clerk

Item C.

Instrument Number: 2023 - 21708

Real Property Recordings

Recorded On: August 03, 2023 11:22 AM

Number of Pages: 23

" Examined and Charged as Follows: "

Total Recording: \$106.00

\*\*\*\*\* 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: 2023 - 21708  
Receipt Number: 20230803000078  
Recorded Date/Time: August 03, 2023 11:22 AM  
User: Linda B  
Station: ccl30

Record and Return To:

CITY OF BURLESON  
141 W RENFRO  
ENV  
BURLESON TX 76028



STATE OF TEXAS  
Johnson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Johnson County, Texas

April Long  
Johnson County Clerk  
Johnson County, TX

*April Long*

**RESOLUTION CSO#5367-01-2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A RIGHT-OF-USE AGREEMENT WITH SPICE RACK SPORTS BAR AND GRILL FOR RIGHT-OF-WAY NEAR 133 S WILSON STREET.**

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

**WHEREAS**, Derek Scheler and Spice Rack Sports Bar and Grill (“Applicant”) have filed an application to use a portion a portion of the City public right-of-way in the corporate limits of the City near 133 S Wilson Street as set forth in their application; and

**WHEREAS**, the City and Applicant desire to enter into an easement and right-of-way use agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the “Agreement”);

**WHEREAS**, after reviewing the Application and Agreement, the City finds that the right-of-way use described in the Application and Agreement will not extend into any part of the roadway used for vehicular traffic, will not extend into any part of the sidewalk needed for pedestrian use, and will not create a hazardous condition or obstruction of vehicular or pedestrian travel;

**WHEREAS**, after reviewing the Application and Agreement, the City further finds that the design and location of the right-of-way use described in the Application and Agreement includes all reasonable planning to minimize potential injury and interference to the public use of the street; and

**WHEREAS**, after reviewing the Application and Agreement, the City further finds that entering into the Agreement with the Applicant is in the best interest of the City and its citizens, and is for the good government, peace, and order of the City.

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

**Section 1.**

The City Manager, Tommy Ludwig, is authorized to execute on behalf of the City the Agreement between the City and the Applicant, substantially in the form attached as Exhibit “A”.

**Section 2.**

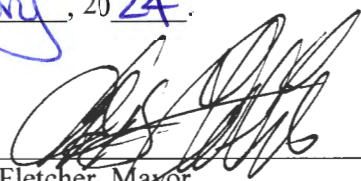
The foregoing recitals are adopted and incorporated herein for all purposes.



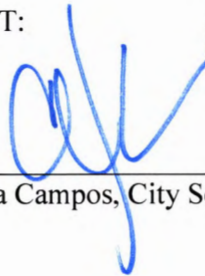
**Section 3.**

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

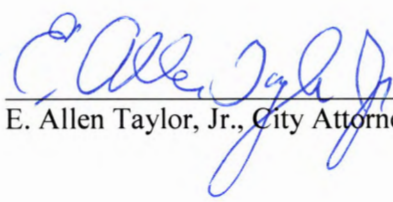
**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the 8<sup>th</sup> day of January, 2024.

  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

  
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

  
E. Allen Taylor, Jr., City Attorney



# INSTRUCTIONS FOR COMPLETING EASEMENT & RIGHT-OF-WAY USE AGREEMENT

The forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner(s) of the land. An authorized agent of the landowner must submit a Power of Attorney.

**APPLICATION:** The application shall be completely filled out, signed and notarized.

**EASEMENT AND RIGHT-OF-WAY USE AGREEMENT:** The Agreement shall be completed, signed and notarized. All signatures and notary acknowledgments must be originals, no copies. In the second blank of the first paragraph, please describe specifically the intended use of the easement or right-of-way.

**EXHIBIT NO. 1:** Provide a general vicinity map indicating the project location. The map should be of small enough scale to include at least one (1) major intersection in the City of Burleson. The map may be hand drawn, aerial, from GIS or from an internet mapping program such as yahoo maps.

**EXHIBIT NO. 2:** Provide an accurate, to scale drawing of the proposed area of usage of the easement/right-of-way, including all dimensions as required to accurately stake the area in the field. If needed to accurately describe the area, include metes and bounds. Please limit the requested area of usage to the minimum required to accommodate your needs. Additional pages may be attached, but all drawings must be no larger than 11" x 17". Reducing large plans or plats to use as the base drawing is acceptable, providing the final document is legible to City staff. Include all existing easements, overhead or underground utilities, drainage facilities or other improvements within 50' of the proposed area of usage and show the location of the proposed improvements.

**EXHIBIT NO. 3:** Provide a detail and/or cross-section of the private facilities to be placed in the right-of-way/easement. Vertical alignment of existing and proposed facilities must be shown. Information on existing public water, sewer and drainage facilities can be obtained from Engineering Services.

**EXHIBIT NO. 4:** Signatures are required from Burleson staff and each franchise utility, regardless of whether or not they have utility equipment in the easement. Each utility can sign on a separate sheet. **The City will obtain these signatures.** Applicant need only complete the top portion of the page.

- 
- NOTES:**
1. Contact the Development Engineering Division at 817-426-9611 to discuss any questions regarding the right-of-way/easement agreement application.
  2. Please provide the complete application with the \$125 review fee and allow approximately 3 to 4 weeks for city staff review of the agreement and collection of all franchise utility signatures.
  3. Once complete, staff will compose the document to be filed and assess the County filing fee (Johnson Co. 1st page \$26 + \$4 for each additional page). This fee is to be paid by the applicant prior to city staff filing the document.
  4. Staff will email applicant with the filing information and final PDF of the document.

## APPLICATION

Item C.

DATE: 12-27-23

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement within Lot 2-9, Block 14 Burleson Addition Addition to the City of Burleson, Texas.  
Street Address: 133 S. Wilson St.

The undersigned hereby makes application for the joint use of that portion of the public utility easement/ drainage easement/ right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
Continue the current use as an outdoor seating area and obtain approval for the metal awning and wood columns recently installed over the outdoor seating located in the City's right-of-way.
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
Has been used as an outdoor seating area since July 2021

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.


Printed Name: Derek Scheler

Phone No.: 817-295-7221

Mailing Address: 133 S. Wilson St.

Email : derek@tigtx.com

Burleson, Tx 76028

Signature: 

Date: 12-27-23

**CITY OF BURLESON  
EASEMENT & RIGHT-OF-WAY USE AGREEMENT**

THE STATE OF TEXAS                   §

COUNTY OF JOHNSON                   §

That the City of Burleson, hereinafter referred to as “City”, and its franchised Utility Companies, herein referred to as “Utilities”, do consent and agree to permit **The Spice Rack Sparts Bar/Patio and Grill**, herein after referred to as “Applicant”, to use an easement/right-of-way dedicated to City. Such easement/right-of-way being described in Exhibit Number 2, to be used for the purposes of **allowing an awning, columns, decorative fencing, and concrete pad as set forth in Exhibits 1 - 3** upon the following conditions:

I.

That Applicant, his successors or assigns shall maintain and keep in slightly condition all of the easement area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future. Applicant shall repair any damage to City or Utility facilities caused by Applicant within a reasonable time. In addition, the following conditions shall apply:

- Subject ROW Use Agreement supercedes the Letter Agreement dated April 12, 2021.
- Applicant shall bear all costs of tables, plants, and any other materials required including the cost of repair or replacement.
- Applicant shall maintain a physical barrier between patrons of the public space and drivers on S. Wilson Street.
- All exit pathways, sidewalks and any public access routes shall remain unobstructed at all times.
- Additional measures for public safety for patrons, pedestrians and drivers in the area may be required by the City at any time.
- Applicant shall be responsible for addressing any issues of compliance with the TABC.
- Applicant shall clear the area of all debris and trash throughout the day and at the end of the day.
- Applicant shall be responsive to concerns expressed by business owners or property owners in the Old Town District.
- Applicant acknowledges that users of the public space are not required to be patrons of its restaurant.
- Applicant shall be responsible for removing and replacing the metal awning, decorative fencing, and concrete pad at its own expense in the event the City or any Franchise Utility needs to perform replacement or maintenance on any existing infrastructure within the designated area.
- Applicant shall be responsible for any expense incurred by the City or any Franchise Utility for removal of the awning, decorative fencing, and concrete pad the event of an emergency repair of any existing public infrastructure within the designated area. Applicant agrees the City will not be responsible for any damage to the awning, tables, chairs, and any other materials belonging to Applicant.
- Applicant agrees to obtain and maintain insurance in the following amounts at all times during the term of this Agreement: (i) Commercial General Liability \$1,000,000; (ii) Damage to Premises \$100,000; (iii) Medical \$1,000; (iv) Personal Injury \$1,000,000, (v) General Aggregate \$3,000,000; (vi) Excess Accident \$100,000 with a maximum \$50.00 deductible. Applicant is not required to obtain Automobile Liability insurance. Applicant shall provide certificates of insurance to City evidencing that Applicant has obtained all required insurance thirty (30) days prior to the start of each year of the agreement. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by City; and, such insurers shall be acceptable to City in terms of their financial strength and solvency. All policies shall be endorsed to name City as an additional insured. The insurance policies required by this Agreement shall cover all public risks related to Applicant's use of the easement/right-of-way. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless City approves such exclusions. All policies required above shall be written on an occurrence basis. All policies shall be endorsed with a waiver of subrogation in favor of City. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Applicant's insurance policies. Notice shall be sent to City of Burleson, Attn: City Manager, 141 West Renfro, Burleson, Texas 76028-4261. City shall be entitled, upon its request and without incurring expense, to review Applicant's insurance policies including endorsements thereto and at City's discretion. Applicant may be required to provide proof of insurance premium payments. City shall not be responsible for the direct payment of any insurance premiums required by this Agreement. Any failure on part of City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

II.

**That Applicant shall and does hereby agree to indemnify and hold harmless City and Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the easement/right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.**

111.

That Applicant shall arrange for all activities and improvements in the easements to be discontinued and/or removed within thirty (30) days of notification by City. The cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the easement/right-of-way necessitated by such discontinuation of the easement/right-of-way use, shall be borne by the Applicant.

IV.

That Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Johnson County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Easement/Right-of-Way Use Agreement on this 8th day of January, 2024.

**CITY OF BURLESON:**

By: [Signature]

Printed Name: Tommy Ludwig

Title: City Manager

**APPLICANT:**

By: Derek Scholer

Printed Name: Derek Scholer

Title: 12-27-23

THE STATE OF TEXAS §

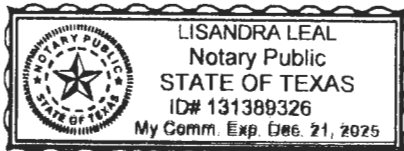
BURLESON ACKNOWLEDGMENT

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tommy Ludwig, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said City of Burleson, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8<sup>th</sup> day of January, 2024  
2023.

Notary Seal:



Lisandra Leal  
Notary Public in and for the  
State of Texas

My Commission Expires: 12-21-2025

APPLICANT ACKNOWLEDGMENT

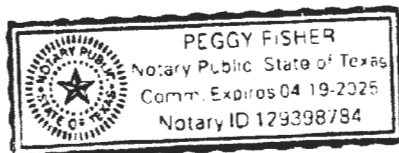
THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared in person, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27<sup>th</sup> day of December, 2023

Notary Seal:



Peggy Fisher  
Notary Public in and for the  
State of Texas

My Commission Expires: 4-19-2025



**EXHIBIT NUMBER 1**  
Vicinity Map for Proposed Easement/Right-of-Way Use Area

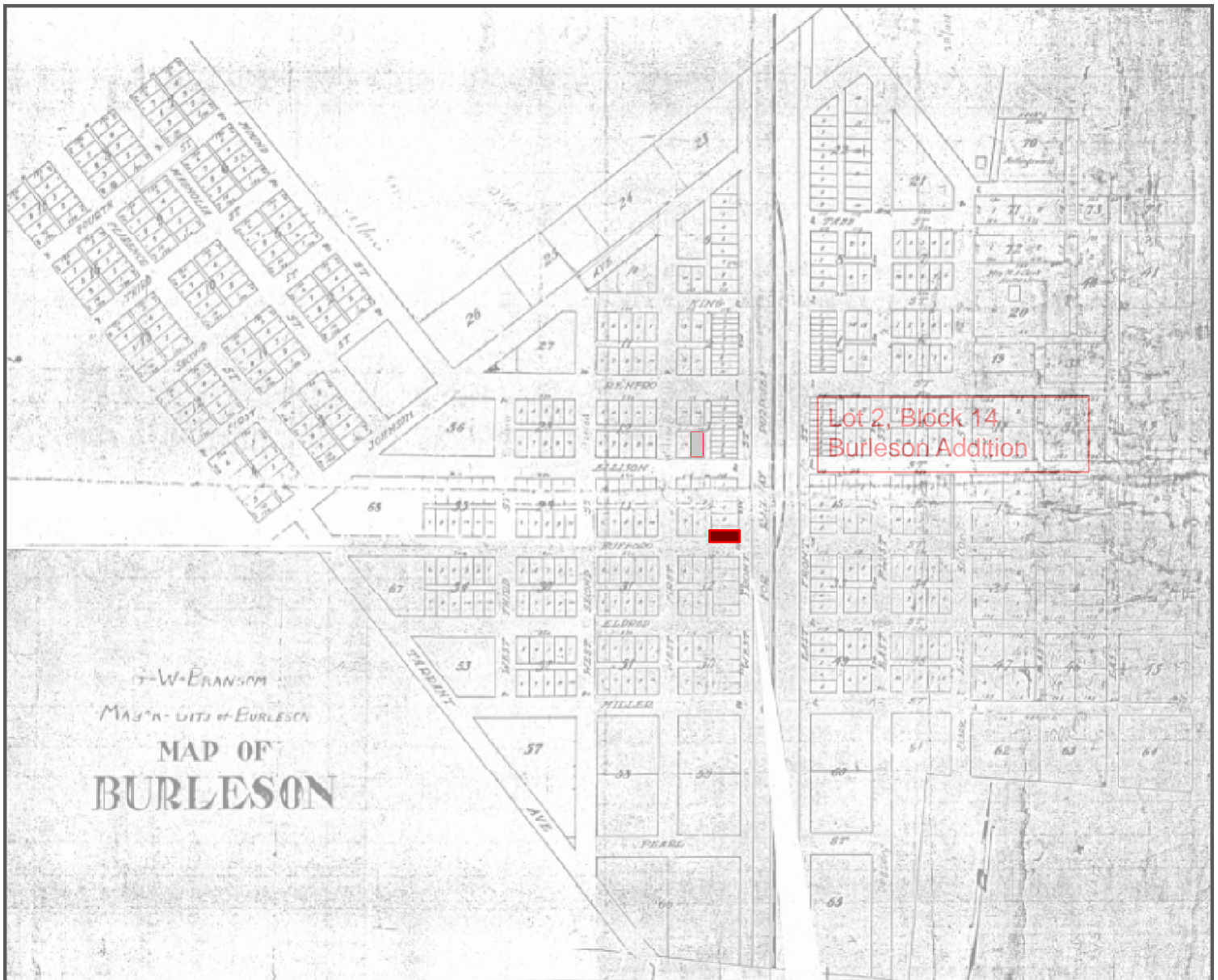


## EXHIBIT NUMBER 2

Item C.

### Graphic and/or Metes and Bounds Description of Proposed Easement/Right-of-Way Use Area

Show surrounding area to the nearest streets in all directions, abutting lots, the block(s) in which the portion of the utility easement/ drainage easement/ right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/ right-of-way sought to be joint use is situated.





### EXHIBIT NUMBER 3

#### Section/Detail of Improvements with Profile View

Item C.

The following is a detail and/or cross section drawing of the improvement(s) in the easement/right-of-way to be subject of the joint use agreement in the above numbered application.



Paint current metal on Awnings black to match esthetics of building and match Hei'm BBQ or Replace with Standing Seam to match Rozoo's if necessary



---

Choose an item.

**DEPARTMENT:** City Manager's Office  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** January 24, 2024

---

**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding the Asset Management Policy and Risk Matrix. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)

**SUMMARY:**

Staff has been working on implementing a city-wide asset management program over the last few months. Staff contracted with Freese and Nichols to assist in the initial implementation of the program which includes drafting an asset management policy and city-wide risk matrix. Staff will providing a high-level overview of asset management and requesting feedback regarding the asset management policy and city-wide risk matrix.

**STAFF CONTACT:**

Eric Oscarson  
Deputy City Manager  
[eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)

817-426-9837



# Asset Management & Risk Policies

# Agenda

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- Asset Management Review
- Asset Management Policy
- Citywide Risk Policy



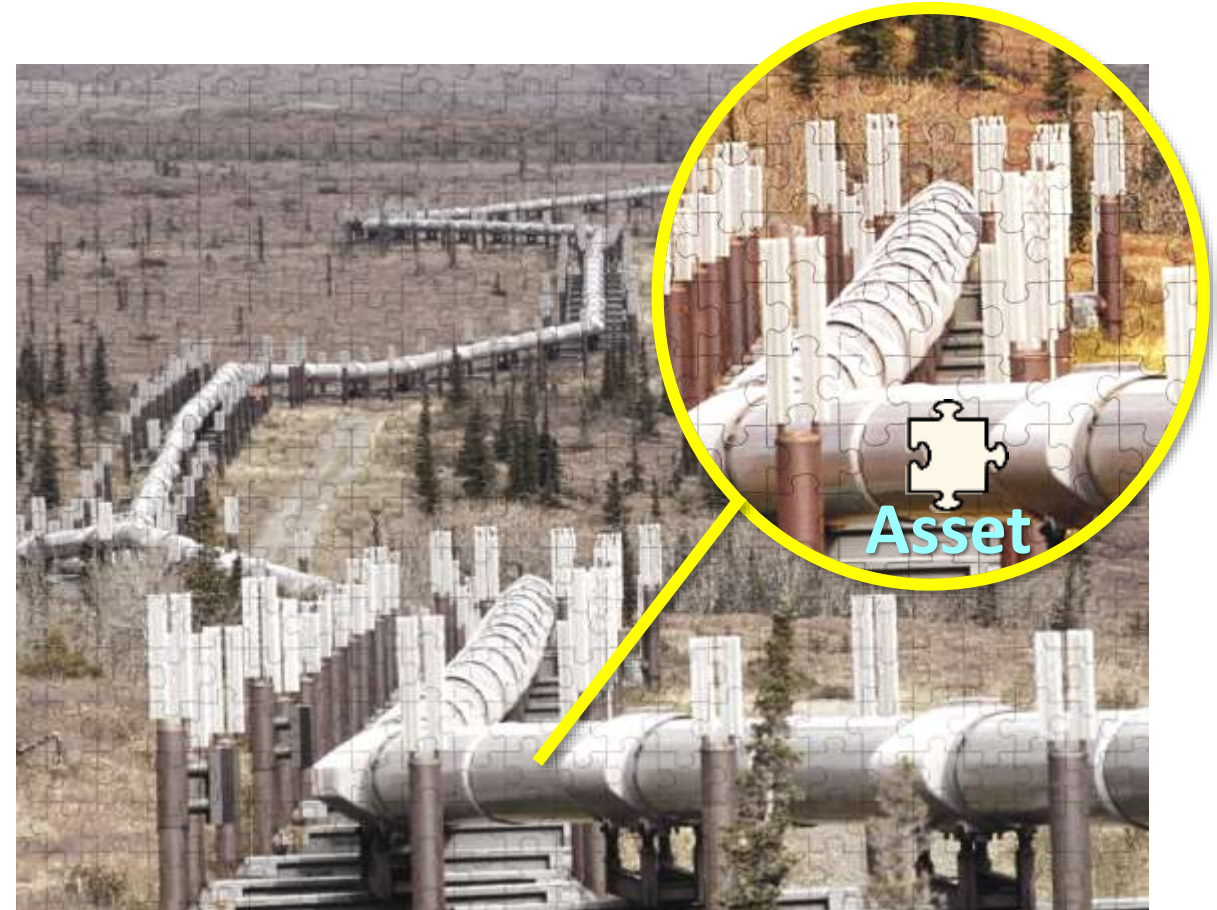


# Asset Management Fundamentals

Definitions, basic concepts and necessity

# What is an Asset?

- Building block of any infrastructure system
- Any physical item that contributes to utility's service
- Can be an individual unit or a set of numerous similar units



The concept of an 'Asset' illustrated as a 'piece' of a large jigsaw puzzle.

<https://animalsandearth.com/featured/oil-pipeline-crossing-taiga-alaska-gerry-ellis.html?product=puzzle&puzzleType=puzzle-18-24>



# Examples – Infrastructure Assets

## WATER



- Pumps
- Pump stations
- Valves
- Pipes
- Tanks
- Meters
- WTPs
- Etc.

## WASTEWATER



- Conduits
- Manholes
- Cleanouts
- Pumps
- Lift stations
- WWTPs
- Wet wells
- Sensors
- Etc.

## STORMWATER



- Catch basins
- Gutters
- Inlets
- Channels
- Drains
- Conduits
- Lift stations
- Detention ponds
- Etc.

## ROAD



- Traffic signs
- Signals
- Pavements
- Sidewalks
- Bus stops
- Asphalt
- Traffic lights
- Speed bumps
- Etc.

## CITY FACILITIES



- Police stations
- Fire stations
- Emergency response centers
- City halls
- Libraries
- Community centers
- Public schools
- Etc.

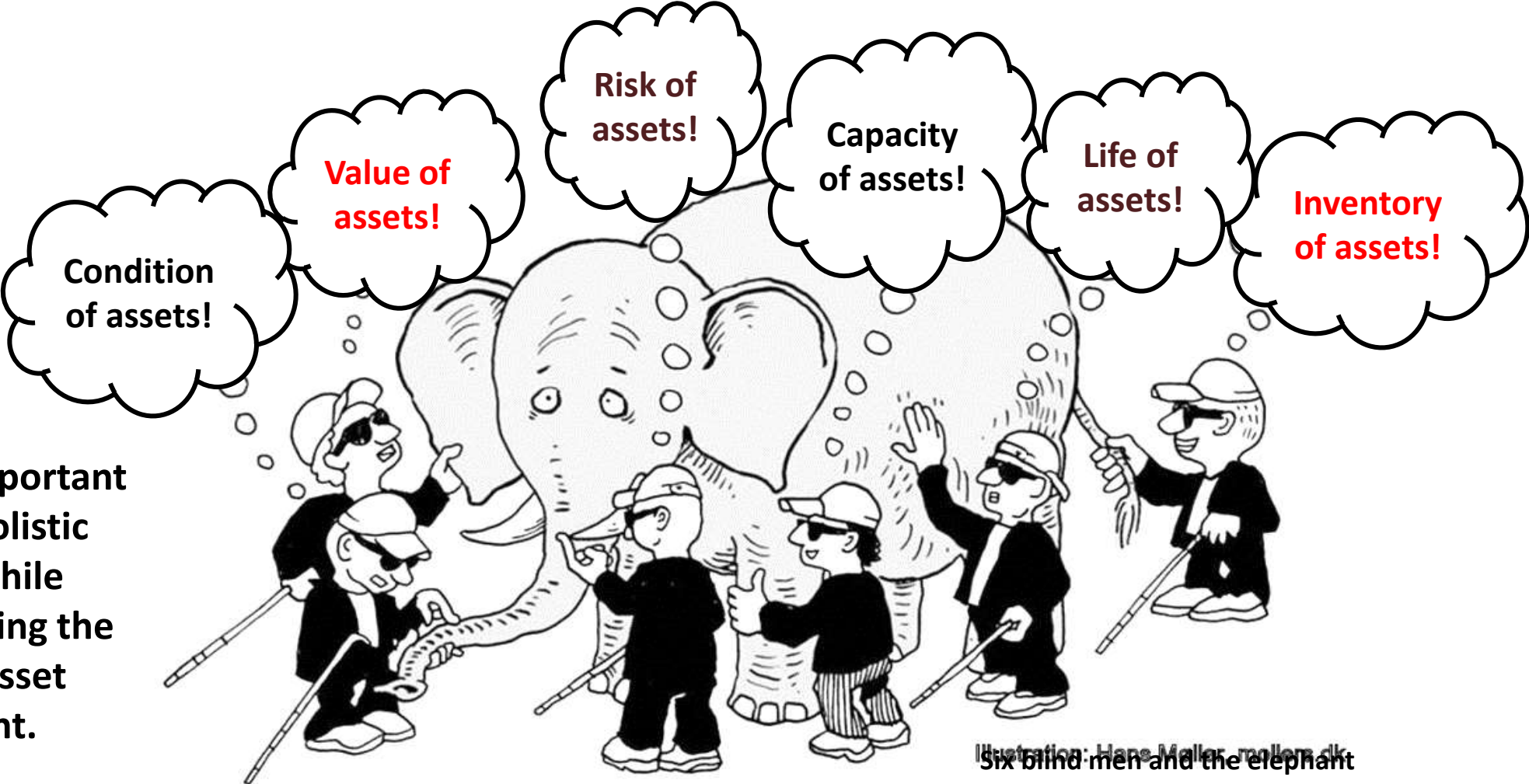
## PARKS/REC.



- Trails/pathways
- Playgrounds
- Picnic areas
- Restrooms
- Water features
- Dog parks
- Lighting/signage
- Trash receptacles
- Bridges
- Etc.



# Asset Management means managing...



It is very important to have a holistic approach while understanding the science of asset management.

Illustration: Hans Moller, moller.dk  
Six blind men and the elephant

# What is Asset Management?



## ENVIRONMENTAL PROTECTION AGENCY

“The practice of managing infrastructure capital assets to **minimize the total cost** of owning and operating them, while **delivering the service level** customer’s desire.”



## AMERICAN WATER WORKS ASSOCIATION

“The combination of management, financial, economic, engineering and other practices applied to all assets (infrastructure, people, processes, and systems) with the objective of **providing the required level of service at an acceptable level of risk at an optimal lifecycle cost.**”

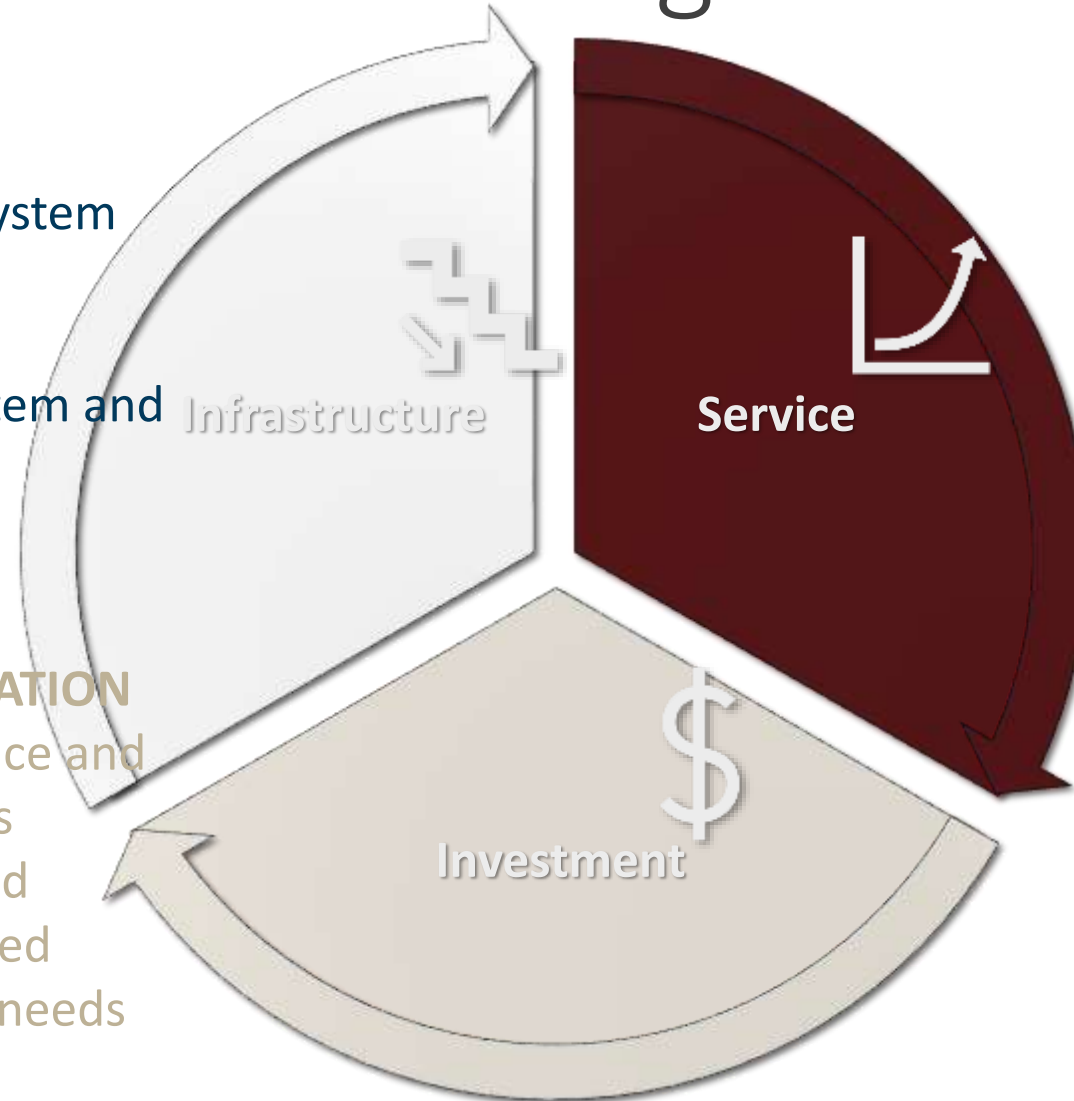
# Benefits of Asset Management

## TACKLING AGING INFRASTRUCTURE

- Maximize value of system renewal dollars, “do more with less”
- Minimize risk to system and community

## INVESTMENT JUSTIFICATION

- Optimize maintenance and capital budget needs
- Provide graphical and operational fact-based answers to renewal needs



## SERVICE IMPROVEMENT

- Proactive vs. reactive diagnosis of infrastructure needs
- Faster responsiveness and reduced length of outages



# Asset Management Program

## Introduction and Implementation



# Citywide Asset Management Program



# Aligning City's Strategic Vision to the AM Policy

## What are our commitments, expectations and overarching goals and objectives?

**STRATEGIC FOCUS AREA 1: Operational Excellence**

**OBJECTIVE**  
To make the City of Burleson a more efficient and effective organization by providing strategic technology to be an efficient and effective organization, being financially responsible and providing excellent customer service through the use of technology.

**STRATEGIC FOCUS AREA 2: Infrastructure**

**GOAL 1:**  
Improve efficiency of travel for citizens by focusing on key improvements within the SH 174 Corridor and coordinating with Regional, State and Federal transportation partners for funding and support.

**GOAL 2:**  
Enhance connectivity and improve mobility by expanding capacity of existing transportation network; evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

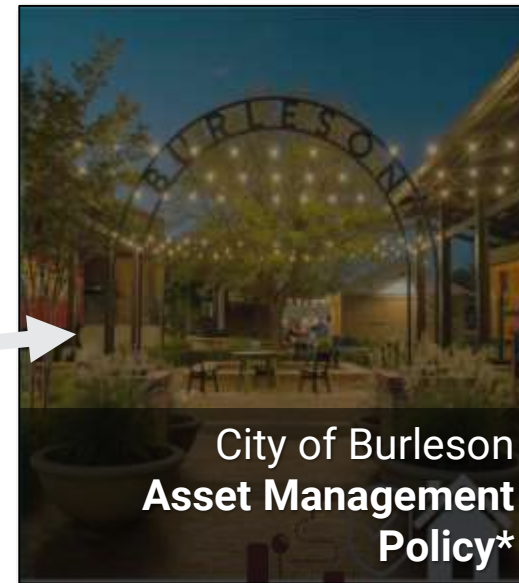
**GOAL 3:**  
Develop and maintain utility services and facilities that meet the needs of the community through strategic planning, long-term planning and best practices.

**GOAL 4:**  
Pursue regional transportation solutions that will assist our residents, visitors and businesses traveling to and from our city.

**GOAL 5:**  
Develop and implement a Capital Improvement Program that improves the quality of life for residents through the completion of projects identified in the city's Master Plans.

**Goal 5**  
Develop and implement a Capital Improvement Program that improves the quality of life for residents through the completion of projects identified in the city's Master Plans.

Work Plan Task	Responsible Department	Target Date
2.5.1. Begin design process to widen and resurface Walker Hill Road to modern road pavement.	Public Works	May 2021
2.5.2. Reconstruct existing street near the SW Johnson Avenue and Rains Street intersection to modern road pavement and improve safety.	Public Works	April 2021
2.5.3. Improve intersection of County Road 910 and FM 1902 by adding a right turn lane.	Public Works	November 2021
2.5.4. Connect 6-inch and 12-inch water lines on Big Horn Drive and Odessa Street to provide additional water line looping, reduce water quality issues and increase fire flow protection.	Public Works	April 2022



AM Policy contains:

- Purpose
- Background
- Organization Alignment
- Definitions
- Commitment Statement

\*to be developed as a part of this project

# Citywide Asset Management Program





# ASSET MANAGEMENT POLICY

THE CITY OF BURLESON, TX



## POLICY

The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes, employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the City will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process.



## PURPOSE

### Enhance Service Delivery

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets. The primary purposes of this policy are as follows:

- **Optimize asset performance** to ensure the safety and longevity of infrastructure assets, minimizing disruptions, and providing reliable services.
- **Foster fiscal responsibility** to efficiently allocate resources and make informed investment decisions while reducing long-term financial burdens.
- **Enhance resilience and sustainability** to prioritize asset resilience and sustainability in the face of climate change, disasters, and environmental concerns.
- **Align with community goals**, including economic development, quality of life, and environmental stewardship.
- **Promote transparency and accountability** for deeper and stronger community trust and engagement.
- **Enable informed data-driven decision-making** and performance monitoring to support the ever-changing infrastructure needs.



# ASSET MANAGEMENT POLICY



## ACCOUNTABILITY

The City Council is responsible for adopting the Asset Management Policy and providing authority to the City Manager to implement the Asset Management Program.

The City Manager holds the responsibility for ensuring that the City adheres to the principles and commitments outlined in this Asset Management Policy. Furthermore, the City Manager is entrusted with designating appropriate individuals for the reviews and revisions required by this policy.

The leadership team commits to providing support to the City Manager in the pursuit of compliance with this Asset Management Policy and to actively enforce its implementation within their respective areas of authority.

All employees, without exception, bear the duty of strict adherence to the provisions set forth in this Asset Management Policy. The City administration is dedicated to furnishing its employees with the necessary knowledge, resources, and skills to effectively uphold and execute this policy.



## KEY TERMS

An **asset** is a physical or abstract component, system, or resource that plays a crucial role in the operation, maintenance, and delivery of services within an infrastructure network or facility. Assets can include roads, bridges, pipelines, tanks, pump stations, buildings, and equipment. Proper management of assets involves their acquisition, maintenance, and optimization to ensure they effectively serve their intended purpose while aligning with the organization's strategic goals.

**Asset management** is a holistic and strategic process within an organization that involves various coordinated activities to optimize the value derived from its assets, all while aligning with the organization's overarching goals. This approach encompasses resource allocation, infrastructure upkeep, performance evaluation, and other essential processes designed to ensure the delivery of high-quality services to stakeholders by effectively planning and maintaining assets. Asset management goes beyond simply addressing the age or condition of assets and is primarily concerned with maximizing the assets' overall utility and contribution to the organization's success.

A **customer** typically refers to the residents, businesses, and stakeholders within the community who directly benefit from or are affected by the public services and infrastructure provided by the City. These individuals and entities are the end users of the services and assets, and their satisfaction and well-being are central considerations in setting and maintaining the desired level of service.

**Sustainability** refers to the practice of responsibly managing and maintaining assets in a way that ensures their long-term viability, value, and functionality. It involves making strategic decisions that consider the environmental, economic, and social aspects of asset performance. Sustainable asset management seeks to balance the need for optimal asset utilization with minimal environmental impact, enhanced energy efficiency, and increased social responsibility. The goal is to preserve and extend the life of assets while aligning with broader sustainability goals and minimizing negative consequences for future generations.

**Level of Service** represents the established standards for the quality and quantity of public services and infrastructure, guiding resource allocation and ensuring the community's needs are met.

**Customer Level of Service** refers to the specific standards and criteria established to measure and ensure the quality and effectiveness of public services and infrastructure as perceived and experienced by the residents, businesses, and stakeholders in the City.

**Technical Level of Service** pertains to the predefined and quantifiable performance requirements of maintaining and delivering public services and infrastructure. These requirements are based on state and federal regulatory laws for operating and maintaining infrastructure systems. The Technical Level of Service guides the management and maintenance of these systems to ensure their compliant and effective operation, often independent of end-user satisfaction, which is addressed by the Customer Level of Service.



# Consequence of Failure

## IMPACT TYPE



	WATER	WASTEWATER	STORMWATER	ROAD	CITY FACILITIES	PARKS/REC.
Environmental/ Regulatory	Contaminated water supply	Water pollution	Flooding and erosion	Increased air pollution	Inefficient energy use	Deforestation and biodiversity loss
Social	Public health crises	Home damage and displacement	Community displacement	Increased commute times	Limited access to services	Reduced recreation opportunities
Political, Trust	Strained emergency services	Budget strain and repairs	Disaster response costs	High maintenance costs	Costly renovations/replacements	Decreased property values
Municipal	Remediation costs	Frequent repair costs	Damages and decreased property values	High maintenance costs	Costly renovations/replacements	Decreased revenue
Financial						



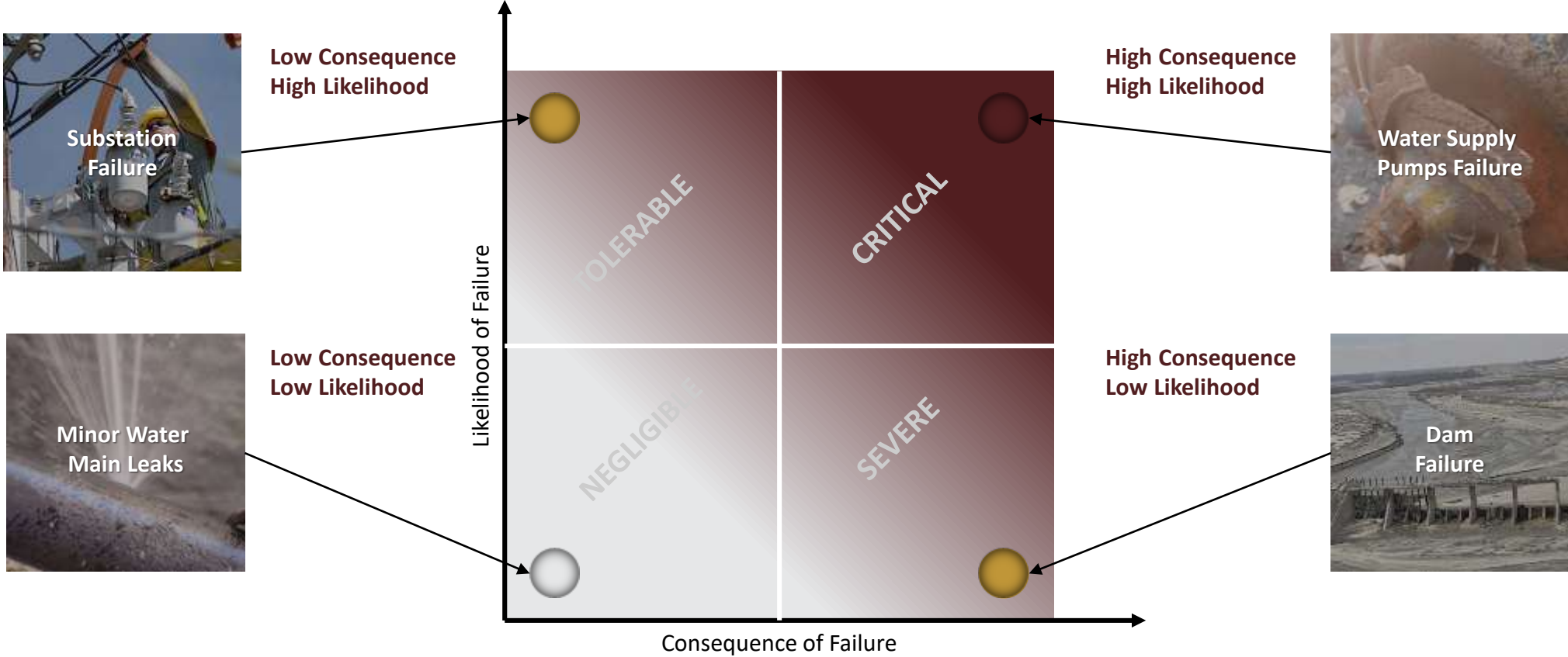
# Tolerating the Consequences

## Non-Tolerable Outcomes



COF Criteria	Criteria/Definition	Consequence of Failure Score				
		1	2	3	4	5
<b>Regulatory Compliance and Environmental Impact</b>	Impact to land, vegetation, groundwater, waterways, ecosystems and or the atmosphere within the FWW region and adjacent regions.	No Impact	Localized and short-term reversible effects on local ecosystem/amenity value	Widespread but short-term effects on local ecosystem/amenity value	Water - Public Notice (any tier) Wastewater - Regulatory Fines/Aquatic Life Deaths	Widespread and persistent effects requiring specialist and extensive long-term clean up and/or rehabilitation plan
<b>Loss of Service</b>	The maximum time an asset can be out of service due to the operational impacts on the supply of drinking water or sewerage services.	No Impact	Customer impacted for less than 4 hours	Customer impacted for 4 - 11 hours	Customer impacted for 12 - 23 hours	Customer impacted for 24 hours or more
<b>Safety (Staff)</b>	Health and safety impacts to FWW's employees or contractors	No Impact	Minor injury with no associated lost time	Reportable injury with lost time (typically less than 3 days)	Significant injury requiring short-term hospitalization and/or recoverable disability	Serious injury or work related illness causing lifelong disability
<b>Operational and Resource Impacts</b>	Impact to FWW staff resources to respond to failure.	No Impact	Asset outage is tolerable for up to 120 hours	Asset outage is tolerable for up to 48 hours	Asset outage is tolerable for up to 24 hours	Asset outage is tolerable for up to 12 hours
<b>Public Health Impacts</b>	Impacts to the quality of drinking water or sewage services leading to public health impacts or aesthetic impacts	No Impact	No Impact	No Impact	Potential for low impact	Potential for sever impact
<b>Financial Impact</b>	The estimated financial loss or exposure to the enterprise, in event of a failure	No Impact	Less than \$100,000	\$100,000 - \$499,999	\$500,000 - \$999,999	Greater than or equal to \$1,000,000
<b>Public Trust</b>	This estimates the confidence that FWW's services are trusted by the customer and the public. Failures with higher consequences receive more extensive media coverage and have greater impact on FWW's public perception. Media coverage includes social, print, radio, and visual.	No Impact	Alert posted on website but no media attention	Social Media	Local Media Coverage	National Media Coverage

# Risk Matrix

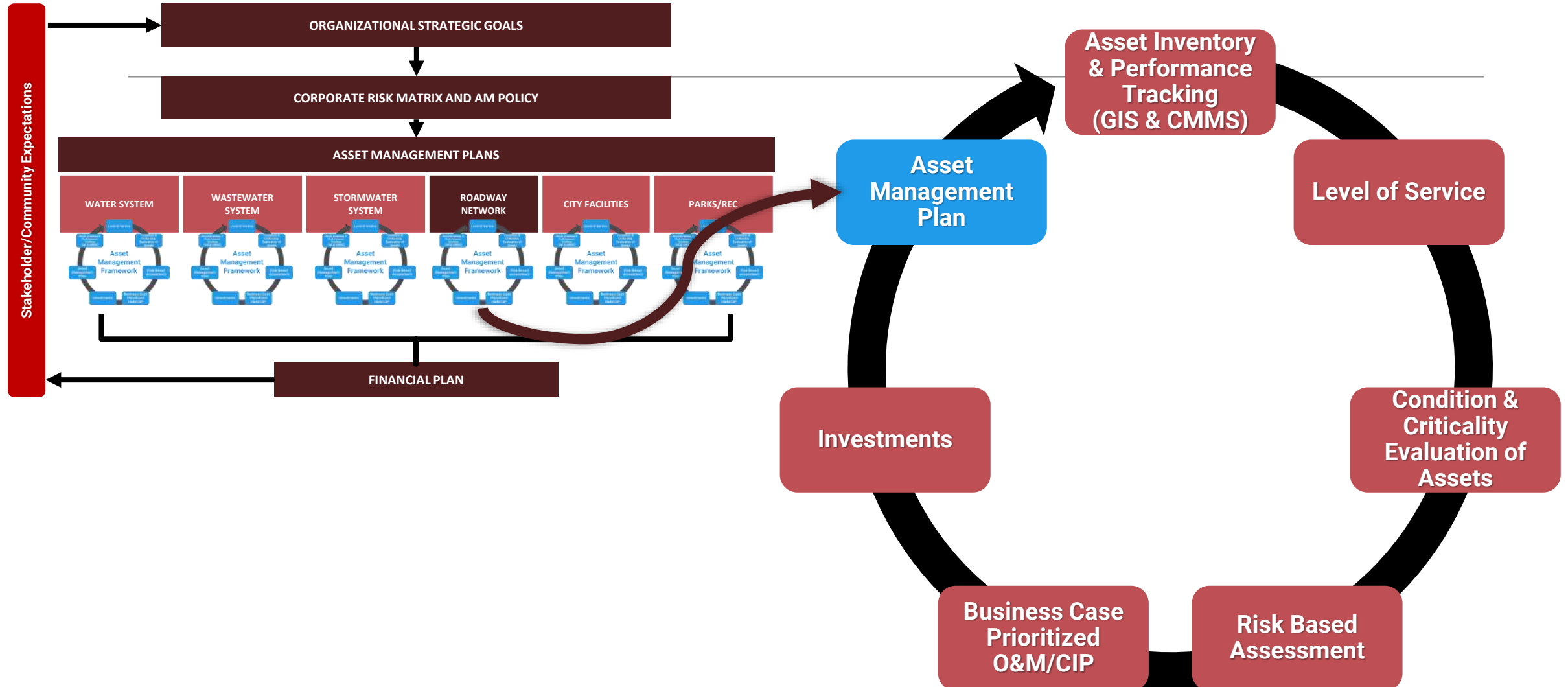




# Asset Management Framework

## Introduction

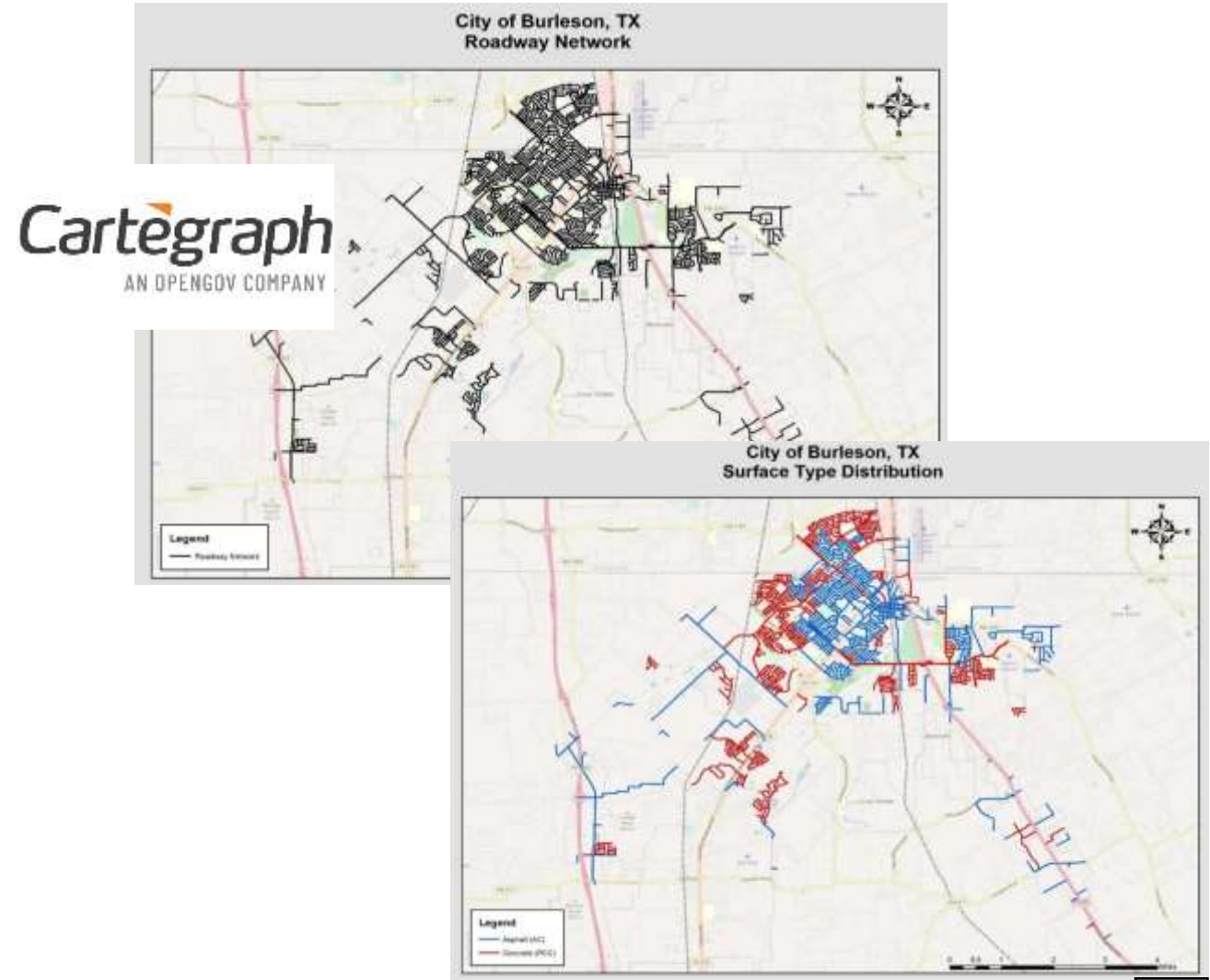
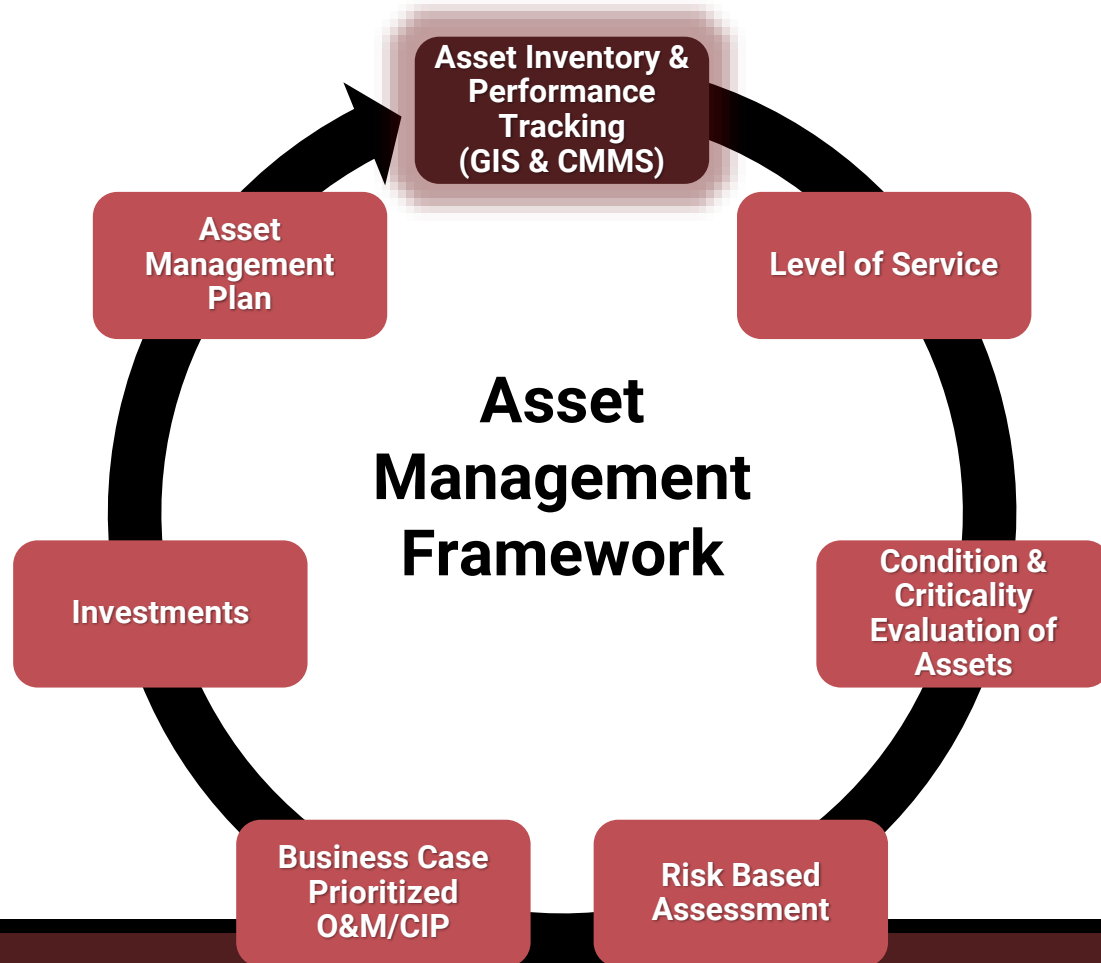
# Asset Management Framework





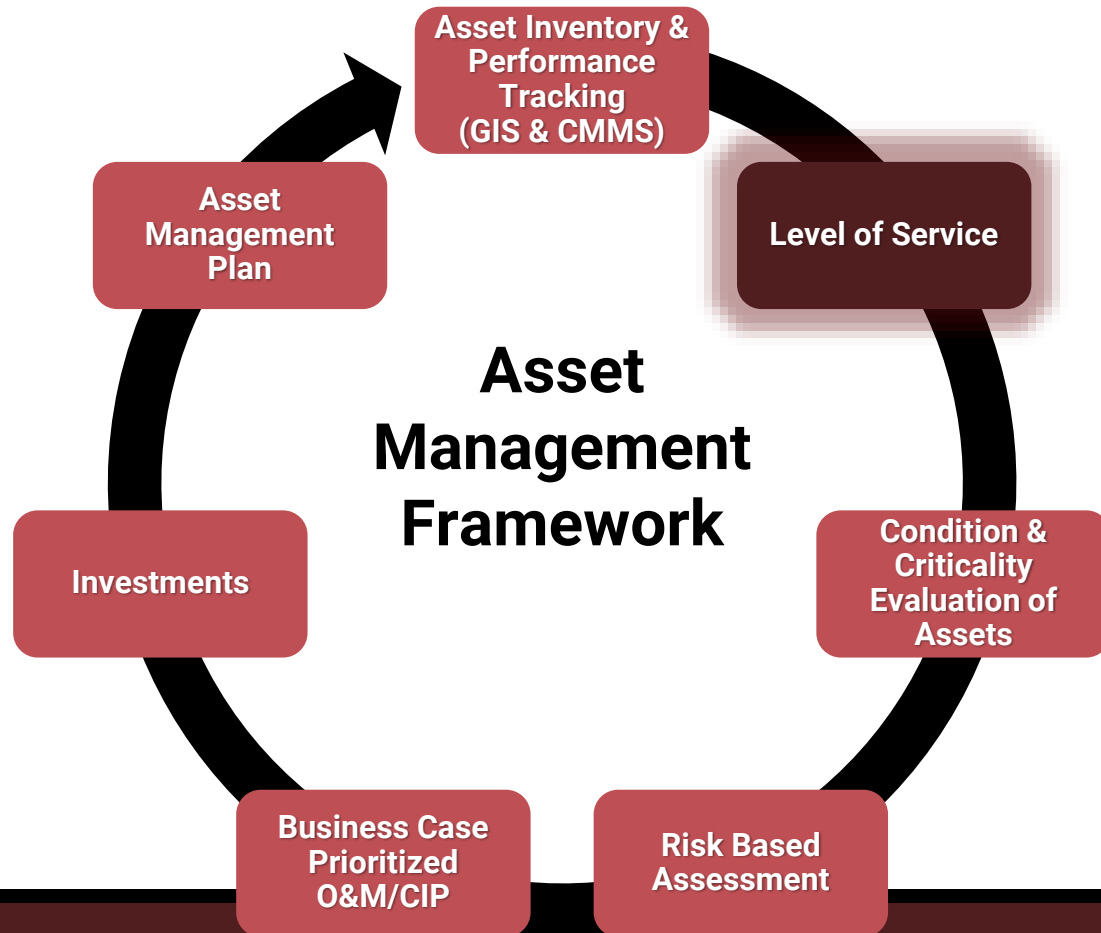
# Implementing Asset Management Framework

What assets do we have and what do we know about them?



# Implementing Asset Management Framework

**What is our desired performance targets on high priority assets?**



**Level of Service** - Performance standards or criteria set to assess and measure the quality and effectiveness of the services provided by assets.

## Roads

Average pavement condition index, travel time reliability, number of potholes, etc.

## Water supply systems

Water pressure, water quality compliance, number of leaks or breaks, etc.

## Public transportation

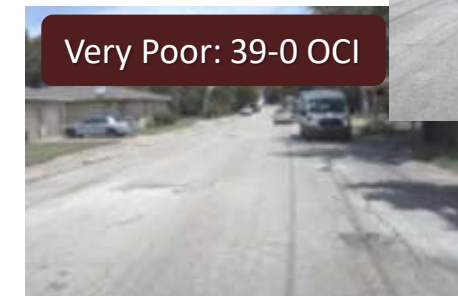
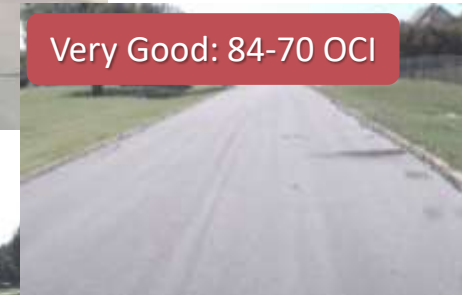
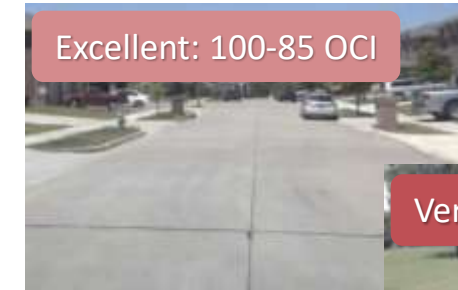
On-time performance, frequency of service, passenger satisfaction, etc.

## Parks and recreational facilities

Park maintenance score, number of amenities available, visitor satisfaction, etc.

# Implementing Asset Management Framework

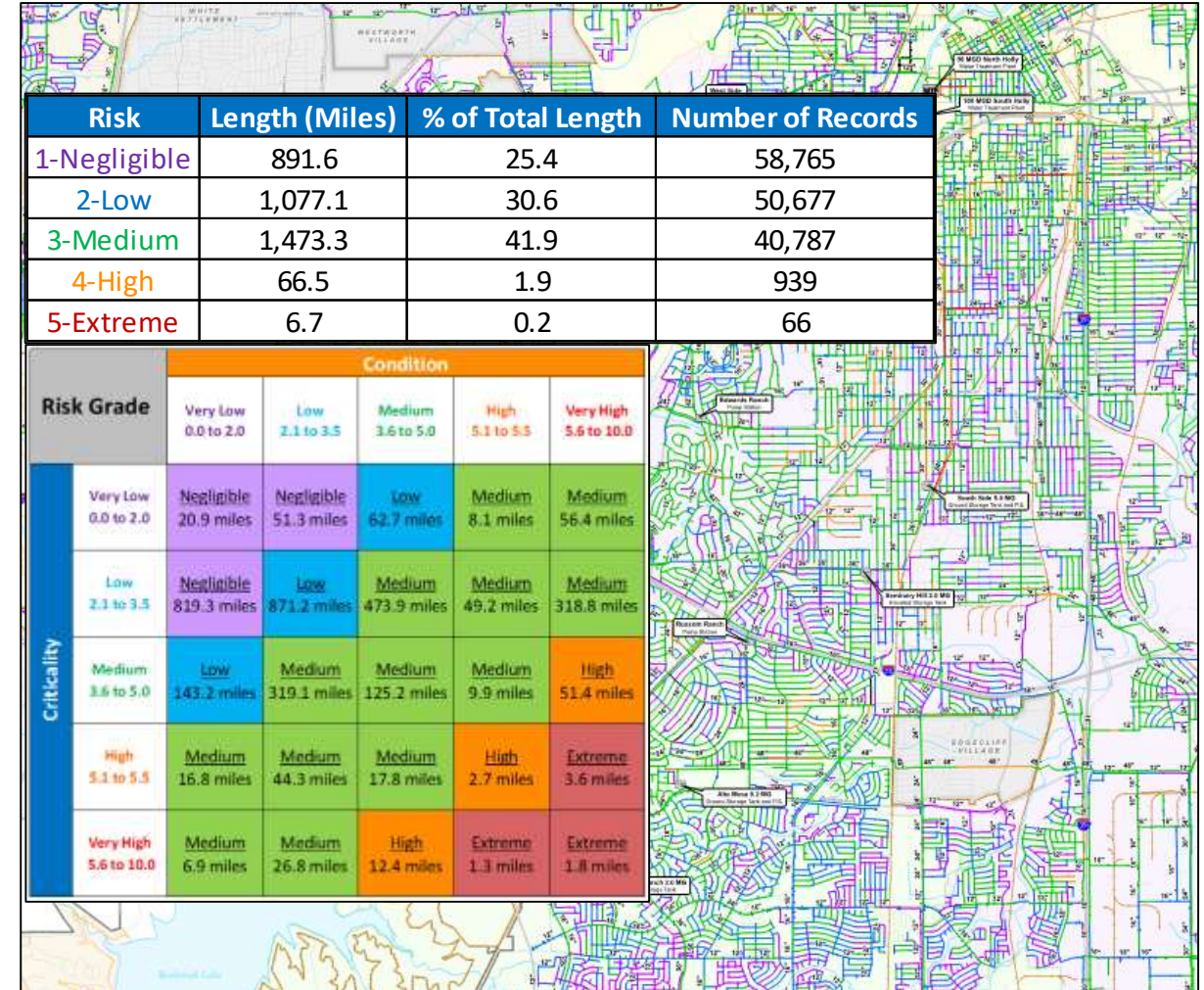
What is the condition and criticality of the assets that we have?





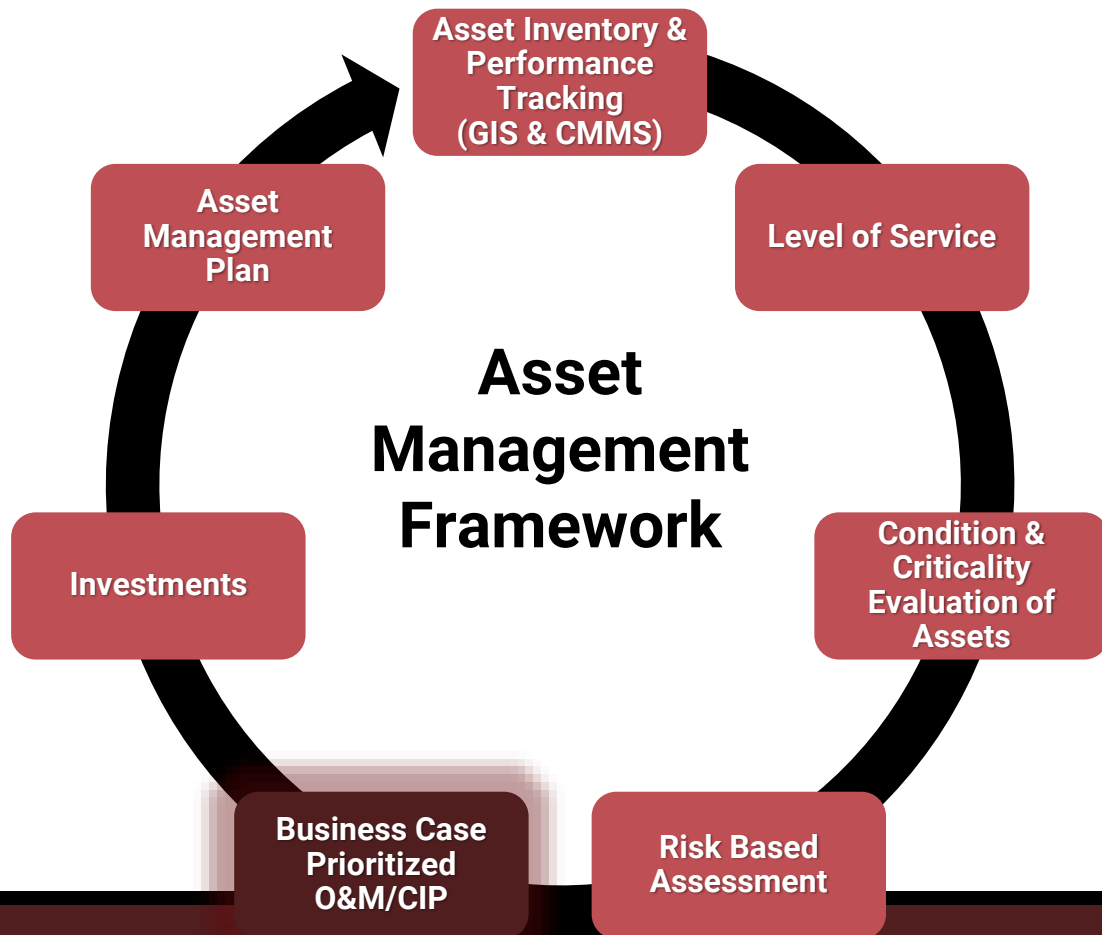
# Implementing Asset Management Framework

What combined exposure do we have with each asset?

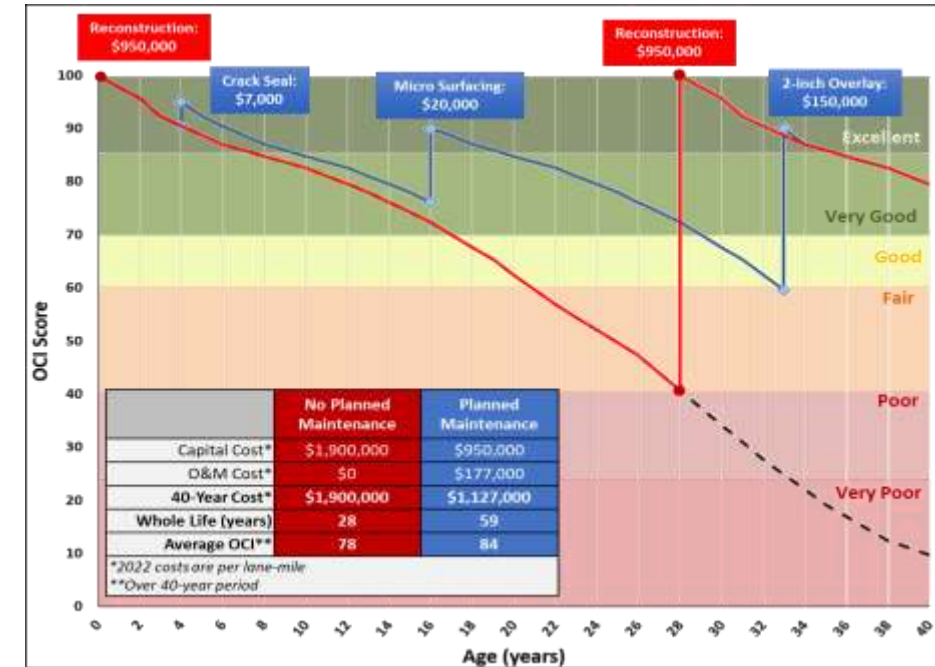


# Implementing Asset Management Framework

How do we justify and phase in infrastructure maintenance and renewal?

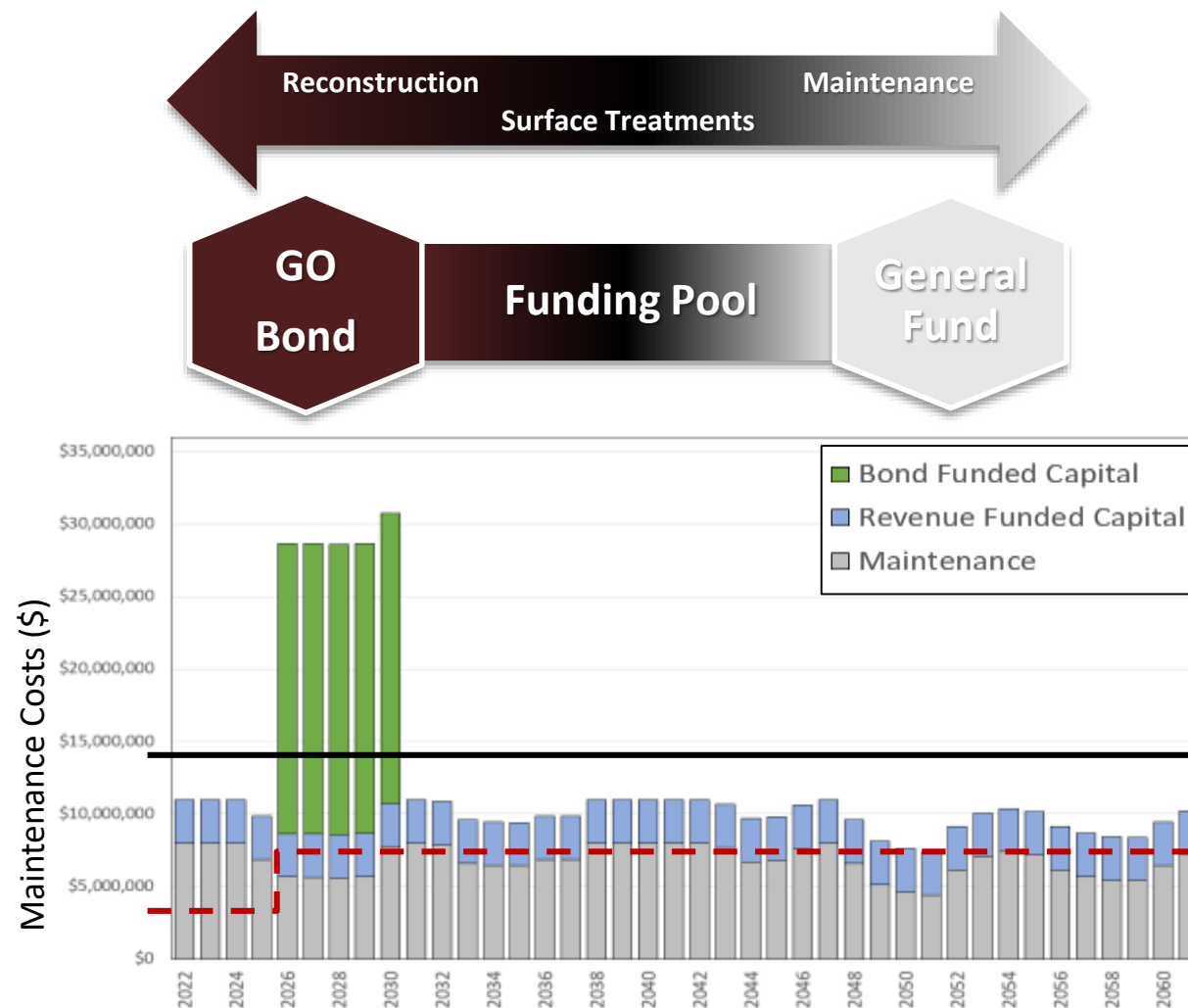
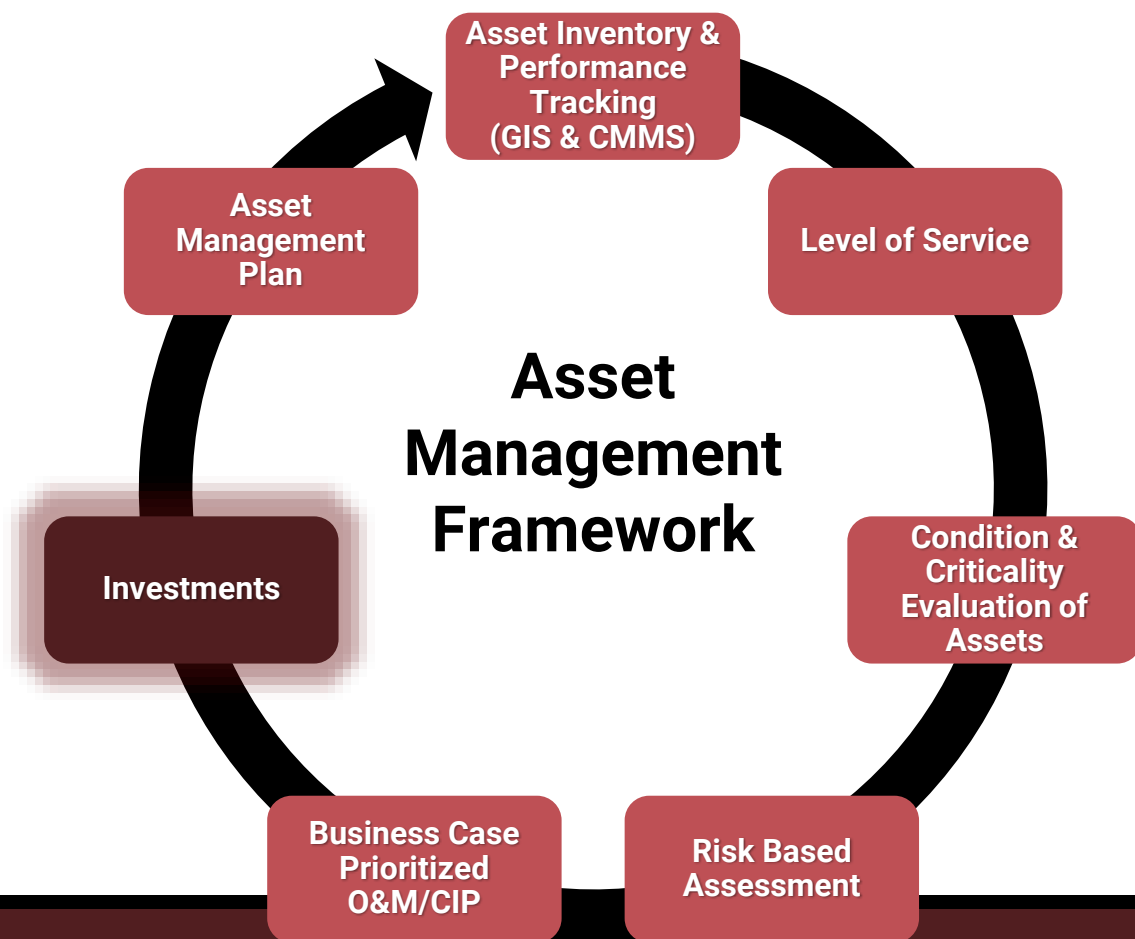


**Cartegraph**  
AN OPENGOV COMPANY



# Implementing Asset Management Framework

What are our funding strategies and potential financial investments?





# Implementing Asset Management Framework

**What is our asset management vision and how do we plan to achieve it?**



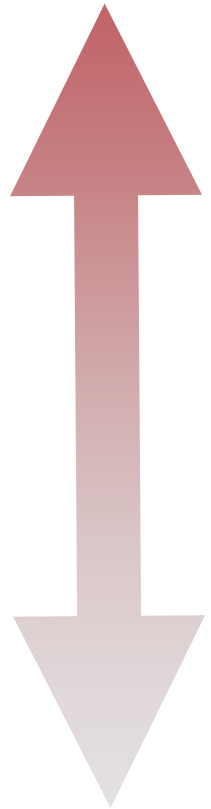
Asset Management Plan contains

- State of infrastructure
- Performance targets
- Lifecycle management strategy
- Risk profile
- Gap analysis
- Future improvements
- Funding requirements

# Citywide Asset Management Program



# Outcomes of Asset Management Framework

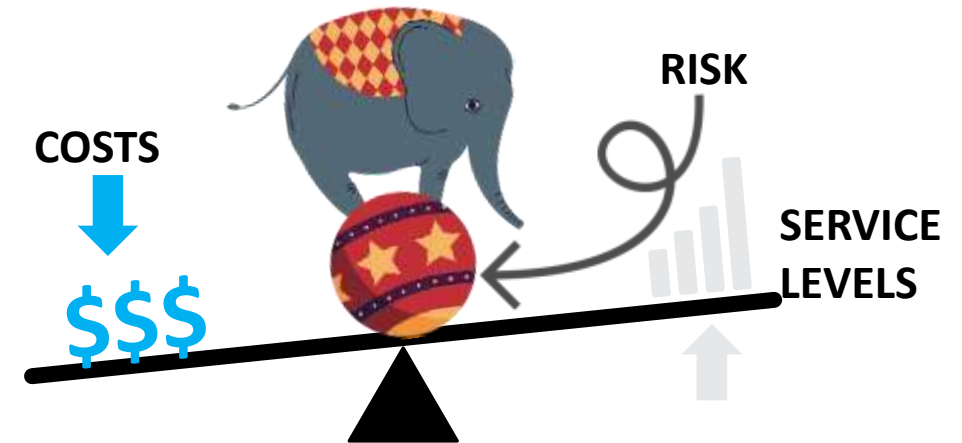


## MAXIMIZE

- Network OCI  $\geq 70$
- Community satisfaction
- Roadway safety

## MINIMIZE

- Backlog % ( $\leq 10\%$ )
- Whole Life Cost
- Backlog % achievement timeframe
- Backlog Age
- Construction fatigue



Risk-based service improvement recommendations

Optimized maintenance activities and costs

Evaluating lifecycle cost scenarios for various LOS at acceptable risk levels



# Review Policy and Risk Matrix

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# ASSET MANAGEMENT POLICY

THE CITY OF BURLESON, TX



## POLICY

The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes, employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the City will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process.



## PURPOSE

### Enhance Service Delivery

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets. The primary purposes of this policy are as follows:

- **Optimize asset performance** to ensure the safety and longevity of infrastructure assets, minimizing disruptions, and providing reliable services.
- **Foster fiscal responsibility** to efficiently allocate resources and make informed investment decisions while reducing long-term financial burdens.
- **Enhance resilience and sustainability** to prioritize asset resilience and sustainability in the face of climate change, disasters, and environmental concerns.
- **Align with community goals**, including economic development, quality of life, and environmental stewardship.
- **Promote transparency and accountability** for deeper and stronger community trust and engagement.
- **Enable informed data-driven decision-making** and performance monitoring to support the ever-changing infrastructure needs.



# ASSET MANAGEMENT POLICY



## ACCOUNTABILITY

The City Council is responsible for adopting the Asset Management Policy and providing authority to the City Manager to implement the Asset Management Program.

The City Manager holds the responsibility for ensuring that the City adheres to the principles and commitments outlined in this Asset Management Policy. Furthermore, the City Manager is entrusted with designating appropriate individuals for the reviews and revisions required by this policy.

The leadership team commits to providing support to the City Manager in the pursuit of compliance with this Asset Management Policy and to actively enforce its implementation within their respective areas of authority.

All employees, without exception, bear the duty of strict adherence to the provisions set forth in this Asset Management Policy. The City administration is dedicated to furnishing its employees with the necessary knowledge, resources, and skills to effectively uphold and execute this policy.



## KEY TERMS

An **asset** is a physical or abstract component, system, or resource that plays a crucial role in the operation, maintenance, and delivery of services within an infrastructure network or facility. Assets can include roads, bridges, pipelines, tanks, pump stations, buildings, and equipment. Proper management of assets involves their acquisition, maintenance, and optimization to ensure they effectively serve their intended purpose while aligning with the organization's strategic goals.

**Asset management** is a holistic and strategic process within an organization that involves various coordinated activities to optimize the value derived from its assets, all while aligning with the organization's overarching goals. This approach encompasses resource allocation, infrastructure upkeep, performance evaluation, and other essential processes designed to ensure the delivery of high-quality services to stakeholders by effectively planning and maintaining assets. Asset management goes beyond simply addressing the age or condition of assets and is primarily concerned with maximizing the assets' overall utility and contribution to the organization's success.

A **customer** typically refers to the residents, businesses, and stakeholders within the community who directly benefit from or are affected by the public services and infrastructure provided by the City. These individuals and entities are the end users of the services and assets, and their satisfaction and well-being are central considerations in setting and maintaining the desired level of service.

**Sustainability** refers to the practice of responsibly managing and maintaining assets in a way that ensures their long-term viability, value, and functionality. It involves making strategic decisions that consider the environmental, economic, and social aspects of asset performance. Sustainable asset management seeks to balance the need for optimal asset utilization with minimal environmental impact, enhanced energy efficiency, and increased social responsibility. The goal is to preserve and extend the life of assets while aligning with broader sustainability goals and minimizing negative consequences for future generations.

**Level of Service** represents the established standards for the quality and quantity of public services and infrastructure, guiding resource allocation and ensuring the community's needs are met.

**Customer Level of Service** refers to the specific standards and criteria established to measure and ensure the quality and effectiveness of public services and infrastructure as perceived and experienced by the residents, businesses, and stakeholders in the City.

**Technical Level of Service** pertains to the predefined and quantifiable performance requirements of maintaining and delivering public services and infrastructure. These requirements are based on state and federal regulatory laws for operating and maintaining infrastructure systems. The Technical Level of Service guides the management and maintenance of these systems to ensure their compliant and effective operation, often independent of end-user satisfaction, which is addressed by the Customer Level of Service.





# Corporate Risk Matrix

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
<b>Regulatory Compliance</b>	No Impact	Minor non-compliance requiring notification of regulatory entity.  Example: Violation of internal processes	Moderate non-compliance triggering internal investigations and potential regulatory scrutiny.  Example: Regulatory violation (SSO)	Significant violation requiring external regulatory intervention and potential legal consequences.  Example: TCEQ Administrative Order	Severe non-compliance resulting in legal actions, fines, and severe damage to reputation.  Example: EPA Consent Decree
<b>Financial</b>	No Impact	Low financial loss, manageable through existing resources and budget adjustments.  Metric: Less than \$100,000	Moderate financial impact necessitating financial reallocation and cost-cutting measures.  Metric: \$100,000 - \$299,000	Significant financial loss, requiring external funding and long-term financial restructuring.  Metric: \$299,000 - \$599,000	A severe financial crisis with potential bankruptcy, demanding immediate financial intervention and recovery strategies.  Metric: Greater than \$600,000
<b>Delivery of Services</b>	No Impact	Slight service disruption with minimal impact on end-users, recoverable through swift corrective actions.  Example: Disruption duration less than 4 hours	Moderate disruption affecting service quality and delivery timelines, requiring prompt attention and recovery.  Example: Disruption duration 4 – 12 hours	Significant service outage leading to public inconvenience, necessitating urgent and comprehensive restoration efforts.  Example: Disruption duration 12 – 23 hours	Catastrophic service failure causing widespread public distress and necessitating a long-term recovery strategy.  Example: Disruption duration greater than 24 hours

# Corporate Risk Matrix

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
<b>Operational Impact</b>	No Impact	Minor disruptions to routine operations, recoverable through prompt corrective actions.  Example: Disruption tolerable for up to 7 days	Moderate disturbances to operational processes, requiring comprehensive and coordinated recovery efforts.  Example: Disruption tolerable for up to 2 days	Major disruptions affecting critical operations, necessitating urgent and strategic interventions for recovery.  Example: Disruption tolerable for up to 1 day	Catastrophic operational failure jeopardizing core functions, demanding an immediate and sustained recovery plan.  Example: Disruption tolerable for less than 12 hours
<b>Environmental</b>	No Impact	Low environmental impact, with limited harm and manageable mitigation measures.	Moderate environmental damage that has short term effects and is reversible.	Significant environmental damage that has long term effects. Likely to lead to fines for regulatory agencies.	Severe and irreversible ecological harm with long-term consequences, demanding urgent and comprehensive environmental restoration strategies.
<b>Reputation</b>	No Impact	No reputational harm with limited impact on public perception.  Example: Alert Notification on City Website	Moderate reputational harm with limited impact on public perception, manageable through strategic communication efforts.  Example: Social Media Coverage	Moderate damage to reputation affecting a broader audience, requiring a comprehensive reputation management strategy.  Example: Local Media Coverage	Significant reputational crisis with widespread negative impact, necessitating immediate and sustained reputation repair initiatives.  Example: National Media Coverage

# Questions?

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