



**Economic Development Corporation
(Type A) Agenda**

**Monday, March 18, 2024
4:45 PM**

**City Hall - 141 W. Renfro
Burleson, TX 76028**

1. CALL TO ORDER

2. CITIZENS APPEARANCES

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

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

3. GENERAL

A. Consider approval of the minutes from the January 22, 2024, Economic Development Corporation (Type A) meeting. *(Staff Contact: Amanda Campos, City Secretary)*

B. Consider approval of a request for a permanent pipeline and aboveground facilities easement with Atmos Energy Corporation within the Hooper Business Park property. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

C. Consider a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District located within the Hooper Business Park property. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

5. RECESS INTO EXECUTIVE SESSION

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

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

CERTIFICATE

I hereby certify that the above agenda was posted on this the 13th of March 2024, by 5:30 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

Economic Development Corporation (Type A)

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: March 18, 2024

SUBJECT:

Consider approval of the minutes from the January 22, 2024 Economic Development Corporation (Type A) meeting. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The Burleson 4A Economic Development Corporation Board duly and legally met on January 22, 2024 for a regular meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
Deputy City Secretary
acampos@burlesontx.com
817-426-9665

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**January 22, 2024****DRAFT MINUTES****BOARD MEMBERS PRESENT:**

Phil Anderson, Place 2
Ronnie Johnson, Place 4
Larry Scott, Place 1
Dan McClendon, President, Place 3
Adam Russell, Place 5

BOARD MEMBERS ABSENT:**Staff present:**

Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 4:30 P.M.

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

2. CITIZEN APPEARANCE

- No speakers.

3. GENERAL**A. Consider approval of the minutes from the December 11, 2023 Economic Development Corporation (Type A) meeting. (Staff Contact: Amanda Campos, City Secretary)**

Motion by Ronnie Johnson and seconded by Phil Anderson to approve.

Motion passed 5-0.

B. Consider approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and 16:11 Sports, LLC. for a development located at 224 East Renfro Street in Burleson, Texas. (Staff Presenter: Alex Philips, Economic Development Director)

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

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

Motion passed 5-0.

4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

5. RECESS INTO EXECUTIVE SESSION

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

- No executive session needed.

6. ADJOURNMENT

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

Time: 4:39 P.M.

Monica Solko
Deputy City Secretary

Economic Development Corporation (Type A)

DEPARTMENT: Public Works & Engineering

FROM: Michelle McCullough, P.E., CFM, Assistant Director/City Engineer

MEETING: March 18, 2024

SUBJECT:

Consider approval of a request for a permanent pipeline and aboveground facilities easement Atmos Energy Corporation within the Hooper Business Park property. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

SUMMARY:

To serve the business park and surrounding area, Atmos Energy (Atmos) plans to extend an existing high-pressure gas transmission line from FM 917 along FM 1902 to the proposed 0.62-acre site located within the HBP. A proposed regulator station at the site will convert high pressure gas to low pressure distribution lines to serve the business park, Chisholm Summit Master planned Community, Craftmasters, and future development.

Four potential options were presented to both the Infrastructure and Development (I&D) Committee on January 10, 2024, and to the City Council on January 22, 2024 for the location of the regulator station. The option supported by both the I&D Committee and the City Council would require the City to dedicate approximately 0.62 acres within the Hooper Business Park property. RA Development would fund the low pressure line along Lakewood Drive and will be located within the City right-of-way. The alternative locations would require the City to fund costs related to extending the low pressure line to serve the business park.

RECOMMENDATION:

Approve the request for the easement.

REFERENCE:

NA

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Director/City Engineer
mmccullough@burlesontx.com
817-426-9616



4A Economic Development Corporation Board

Atmos Energy Pipeline and Aboveground Facilities Easement

March 18, 2024

Hooper Business Park Infrastructure



Roadway/Sanitary Sewer

- Lakewood Drive under construction with temporary connection to FM 1902
- Permanent extension of Lakewood Drive to tollway under design – staff working with NTCOG, NTTA, and TxDOT (construction funding to be identified)
- Sewer lift station and force main to serve business park, Craftmasters and surrounding development – construction procurement underway

Stormwater Retention/Detention

- Design underway – construction anticipated to begin summer 2024
- Performance Agreement obligates start of construction no later than June 30, 2024, and completion no later than September 30, 2026



Atmos Facilities

Item B.

Nearest source of existing gas – 2.5 miles away

Existing high pressure transmission gas line will extend from FM 917 and FM 1902 –
Atmos requires a minimum exclusive 30-foot easement/right-of-way

Low pressure gas line will extend along Lakewood Drive

Regulator station converts high pressure to low pressure for distribution lines



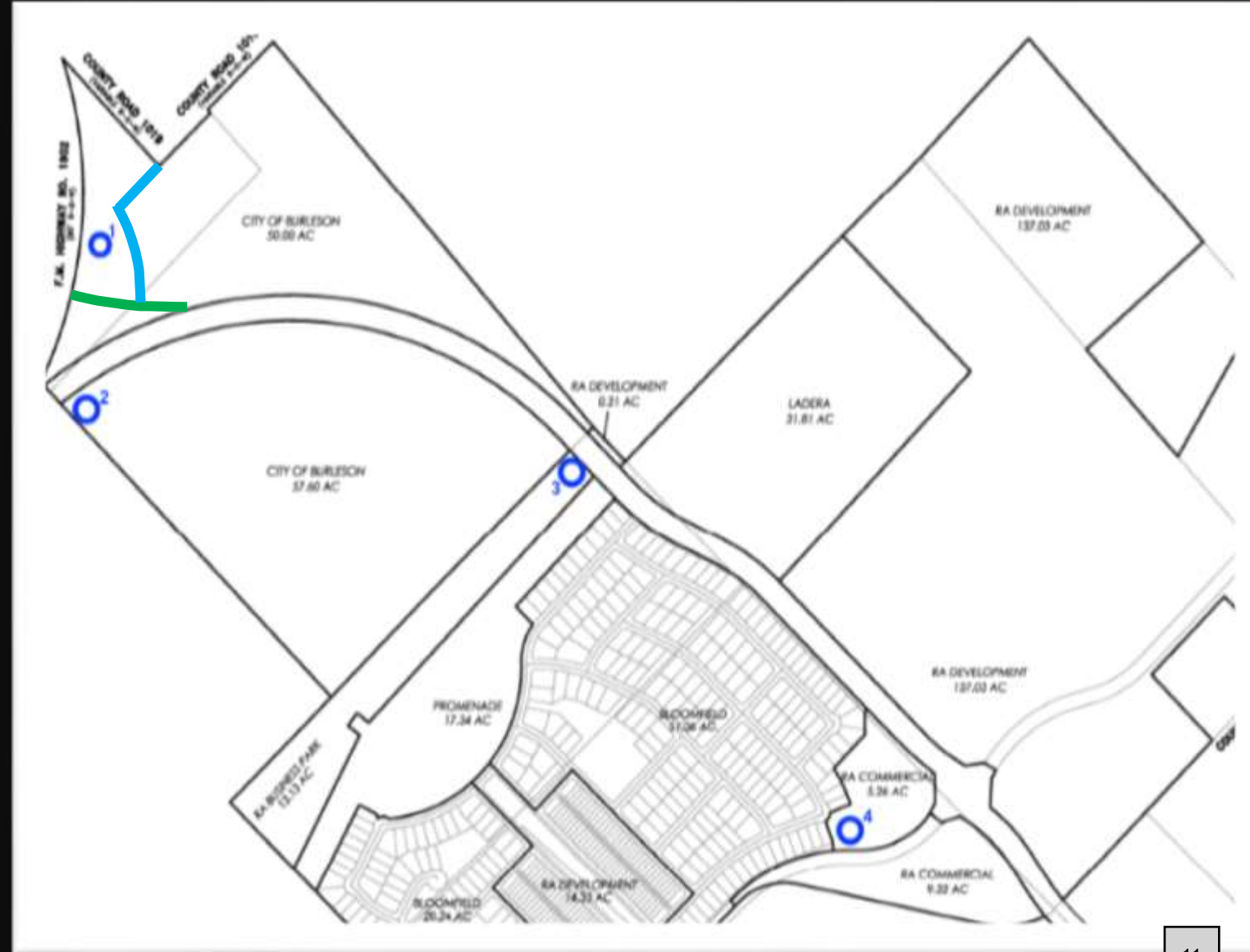
Potential Locations for Atmos Regulator Station

Item B.

4 locations evaluated

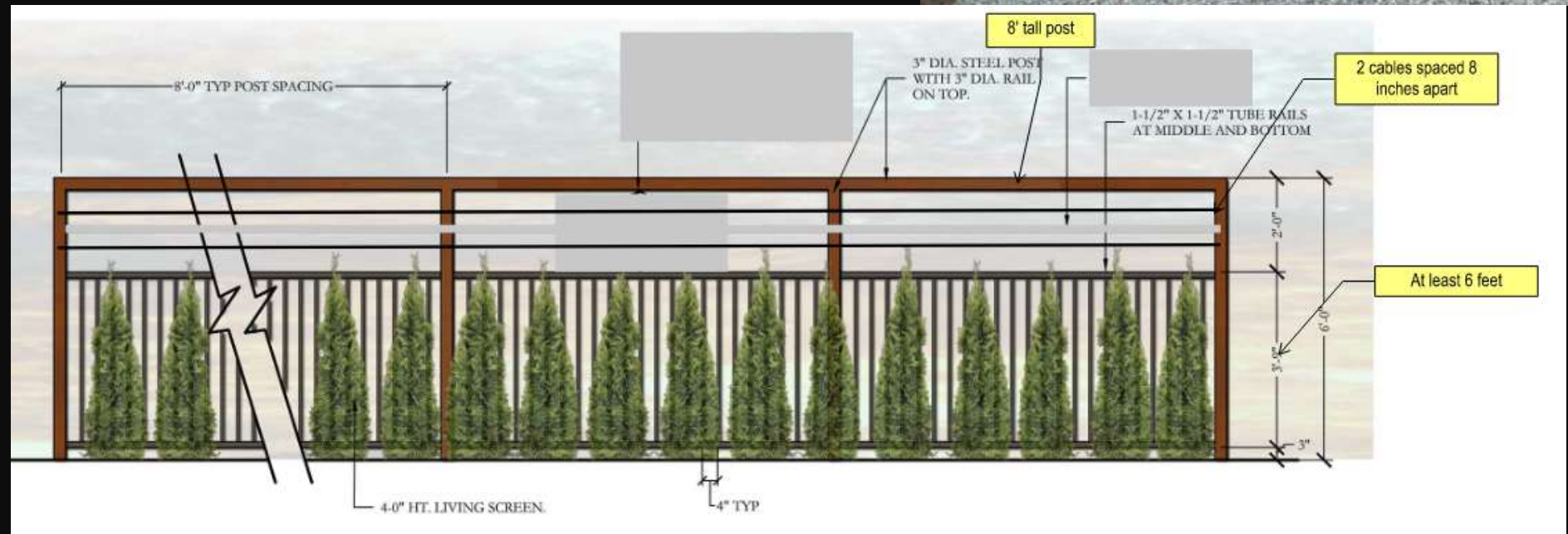
Gas to be provided for Hooper Business Park, Chisholm Summit, Craftmasters, and future development

Options presented to both the Infrastructure and Development (I&D) Committee and City Council



Atmos has committed to use same screening fence and landscaping proposed for Lakewood for consistency

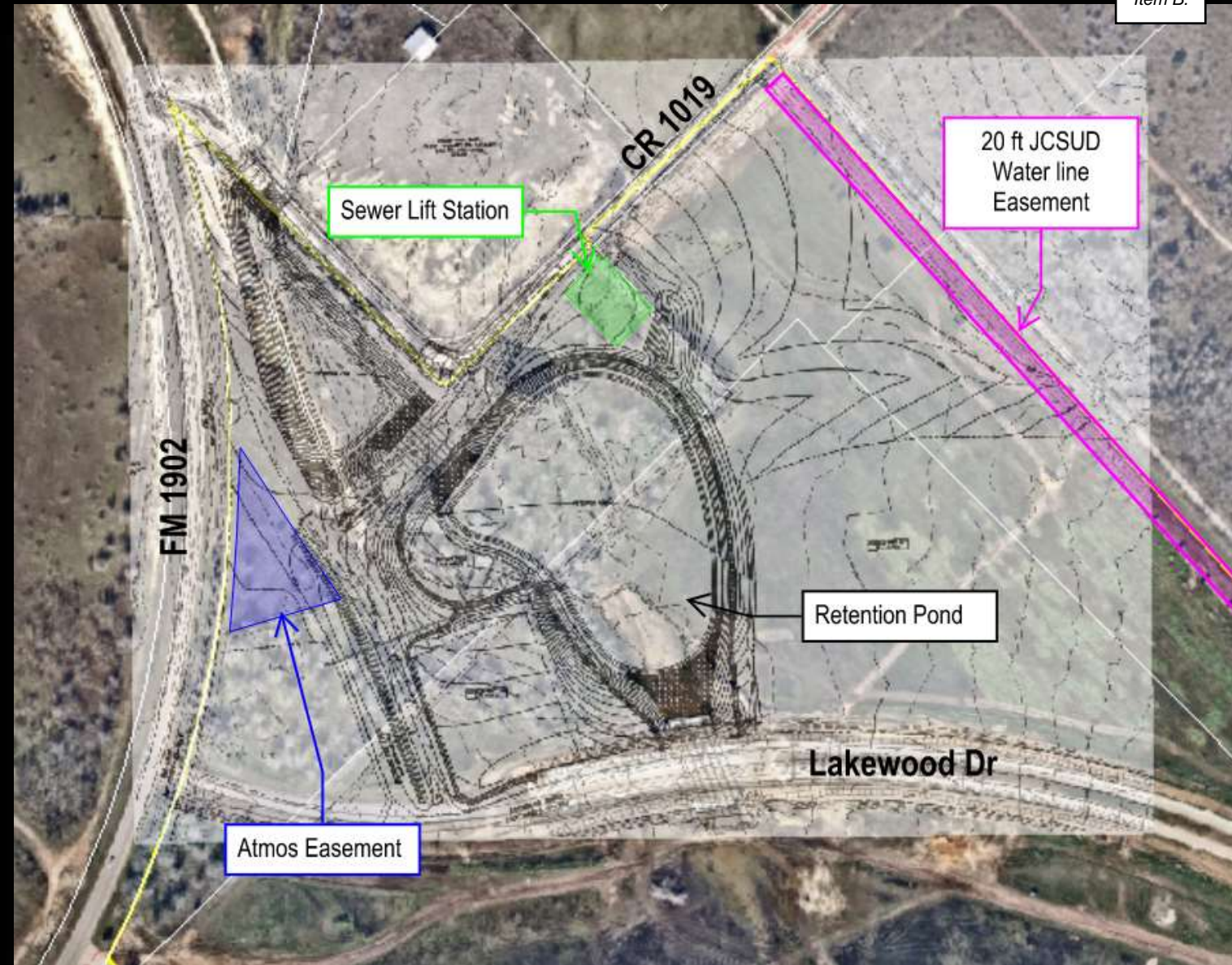
- At least 6 ft tall ornamental fence with 3 in diameter steel posts to 8 ft tall
- Two cables spaced 8 inches apart at top
- Landscape to be consistent with Lakewood Drive and the sanitary sewer lift station



Construction anticipated to begin in July 2024 with a 45-day estimated duration, contingent upon weather

Action Requested

Approve a request for a permanent pipeline and aboveground facilities easement Atmos Energy Corporation within the Hooper Business Park property



Questions / Discussion

Michelle McCullough
Assistant Director / City Engineer
817-426-9616
mmccullough@burlesontx.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: _____

R/W#: _____

PIPELINE AND ABOVEGROUND FACILITIES EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF JOHNSON §

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

Pipeline Easement

- (i) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, which shall not exceed twenty-four inches (24") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline (collectively, the "Pipelines"), and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground drips, valves, fittings, taps, saddles, meters, pressure relief facilities, communication devices, odorization equipment, aerial and pipeline markers, electrical service, anodes, rectifier poles, and other devices for the control of pipeline corrosion, and bull guards or similar physical protection, as may be necessary or desirable in the operation of said lines, over, across, under and upon the area described as "Pipeline Easement" on Exhibit

“A” attached hereto and made a part hereof (collectively, the “Pipeline Easement Area”) All Pipelines within the Pipeline Easement Area shall be initially installed at a minimum depth of thirty-two inches (32”); and

Aboveground Facilities Easement

- (ii) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground Pipelines, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Facilities Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the “Aboveground Facilities”), over, across, under and upon the lands more particularly described on, and depicted as the “Surface Site” in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Facilities Easement Area”). “Facilities Piping” refers to additional segments of above or below ground piping which may be required for the safe and/or convenient operation of said Facilities within the Facilities Easement Area and to effectuate the purposes permitted herein. All pipes and/or Pipelines (including the Facilities Piping) may be initially installed at any depth or above-ground.

Grantee’s Aboveground Facilities and Pipelines are collectively referred to as Grantee’s “Easement Facilities.” The areas comprising the Pipeline Easement Area and the Facilities Easement Area are collectively referred to as the “Easement Area.”

Grantee shall also be entitled to use temporary workspace as described in Exhibit “A” (the “Temporary Workspace”) to carry out the initial construction of the Easement Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee’s right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Easement Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Easement Facilities within their respective portions of the Easement Area (e.g., the Aboveground Facilities within the

Facilities Easement Area), and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Easement Area by staying within the boundaries of same. Further if Grantee determines it is necessary to use Grantor's adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:

- a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Easement Area;
- b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Easement Area, taking into account Grantor's existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;
- c. In the event there is an impediment to access within the Easement Area which requires Grantee to get onto Grantor's adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Easement Area as soon as is reasonably practical.

A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

2. Grantor shall have no access rights on, under, or over the Facilities Easement Area.
3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of the Easement Facilities and appurtenance permitted under this Pipeline and Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of the Easement Facilities permitted under this Pipeline and Aboveground Facilities Easement, it will restore the original contour of the surface of the Pipeline Easement Area and Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement

Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Pipeline and Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration.
5. With respect to the Pipeline Easement Area only, Grantee intends to employ a "double ditch" method where practical and permitted during installation of each Pipeline where other installation methods such as boring or horizontal directional drilling are not employed. Such double ditch method shall involve the removal and storage of the top soil (to a depth determined by Grantee) and separation of same from the sub-soil so as to return the soil to as near as reasonably practicable its pre-installation condition after the excavation. It is acknowledged that the decision to use a bore-method or horizontal-drilling method will be in Grantee's sole discretion.
6. If a complete assignment of this Pipeline and Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.
7. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Pipeline and Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.
8. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

9. Grantor and Grantee agree that the failure to assert any right under this Pipeline and Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted in this Pipeline and Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.
10. This Pipeline and Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word “structure” is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.
11. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor’s property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor’s property independent of this agreement, whether through a separate agreement, by law, or otherwise.
12. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline and Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline and Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline and Aboveground Facilities Easement has been negotiated by the parties, and this Pipeline and Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee’s successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee’s successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this _____ day of _____, 2024.

GRANTOR(S):

Burleson 4A Economic Development Corporation,
a Texas economic development corporation

By: _____

Printed Name: _____

Title: _____

141 W Renfro St
Burleson, TX 76028

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

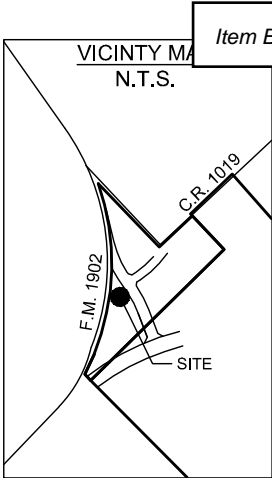
(Print Name of Notary Public Here)

My Commission Expires: _____

EXHIBIT "A"

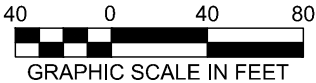
JOHNSON COUNTY, TEXAS
J. GANT SURVEY, ABSTRACT NO. 316
DENNIS DYKES SURVEY, ABSTRACT NO. 229

BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION
CALLED 14.278 ACRES
INST. NO. 2021-22172
O.R.J.C.T.



Line Table		
Line #	Bearing	Distance
L3	N23° 45' 44"E	56.74
L4	N20° 22' 07"W	201.41
L5	N84° 23' 47"E	10.80
L6	S20° 22' 07"E	205.46
L7	S23° 45' 44"W	50.24
L8	S67° 12' 15"W	14.54
L1	S33° 57' 30"E	142.94
L2	S84° 23' 47"W	201.63

Curve Table			
Curve #	Length	Radius	Delta
C1	294.99	1,949.88	8.67
C2	97.07	844.90	6.58
C3	83.40	754.91	6.33
C4	98.43	744.91	7.57
C5	95.65	754.91	7.26



POINT OF
COMMENCING
FND. 1/2" I.R. FOR A
SW CORNER OF
SUBJECT TRACT

TOTAL AREA OF 10' PERMANENT EASEMENT: 3,539.62/0.08 ACRE
TOTAL AREA OF ABOVEGROUND FACILITIES EASEMENT: 27945.70/0.64 ACRE

LEGEND

N.T.S. NOT TO SCALE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS
BROKEN LINE NOT SCALABLE
PROPERTY LINE
FOUND MONUMENT AS NOTED

EASEMENT
ABOVEGROUND FACILITIES EASEMENT

NOTES

1. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC IN AUGUST, 2022.

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

02/06/2024



ATMOS ENERGY CORPORATION		
DWG BY: MWM	CHISOLM SUMMIT 0.62 ACRE ABOVEGROUND FACILITIES EASEMENT AREA AND 10' PERMANENT EASEMENT BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION	
CKD BY: WSA		
MAP DATE: 11/10/22		
SCALE: 1" = 80'		
REV#	DATE	DESCRIPTION
7	02/01/24	UPDATE PER CLIENT REQUEST
6	08/10/23	CERTIFIED
DRAWING: BURLESON 4A DEVELOPMENT CORPORATION_FACILITY		SHEET NO. 1

EXHIBIT "A"

Item B.

JOHNSON COUNTY, TEXAS
J. GANT SURVEY, ABSTRACT NO. 316
DENNIS DYKES SURVEY, ABSTRACT NO. 229

ABOVEGROUND FACILITY EASEMENT AREA

FIELD NOTES FOR A 0.62 ACRE ABOVEGROUND FACILITY EASEMENT AREA SITUATED IN THE J. GANT SURVEY, ABSTRACT NO. 316, AND DENNIS DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, AS DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A CALLED 14.278 ACRES TRACT OF LAND DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.);

THENCE, NORTH 13° 04' 20" EAST, A DISTANCE OF 620.37 FEET TO A POINT ON THE WEST LINE OF SAID BURLESON TRACT, SAID POINT BEING THE POINT OF BEGINNING HAVING COORDINATES OF NORTH: 6,874,842.04 AND EAST: 2,300,790.63 TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1948.88 FEET AND A CHORD BEARING OF NORTH 05° 34' 49" EAST, WITH A CHORD DISTANCE OF 294.70 FEET;

THENCE; ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 294.99 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 844.90 FEET AND A CHORD BEARING OF SOUTH 30° 40' 01" EAST, WITH A CHORD DISTANCE OF 97.02 FEET;

THENCE; ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 97.07 FEET TO A POINT;

THENCE, SOUTH 33° 57' 30" EAST, A DISTANCE OF 142.94 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 754.91 FEET AND A CHORD BEARING OF SOUTH 30° 47' 36" EAST, WITH A CHORD DISTANCE OF 83.36 FEET;

THENCE; ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 83.40 FEET TO A POINT;

THENCE, SOUTH 84° 23' 47" WEST, A DISTANCE OF 201.63 FEET TO THE POINT OF BEGINNING OF THE DESCRIBED FACILITY EASEMENT AREA.

SAID TOTAL AREA OF ABOVEGROUND FACILITY EASEMENT CONTAINING 27945.70 SQUARE FEET, OR 0.64 ACRE, MORE OR LESS.

10' PERMANENT EASEMENT & RIGHT-OF-WAY

FIELD NOTES FOR A 10' PERMANENT EASEMENT & RIGHT-OF-WAY SITUATED IN THE J. GANT SURVEY, ABSTRACT NO. 316, AND DENNIS DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, AS DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.), AND BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-21498 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A CALLED 14.278 ACRES TRACT OF LAND DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.);

THENCE, NORTH 55° 00' 18" EAST, A DISTANCE OF 509.91 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID PERMANENT EASEMENT & RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING HAVING COORDINATES OF NORTH: 6,874,530.18 AND EAST: 2,301,068.03;

THENCE, NORTH 23° 45' 44" EAST, A DISTANCE OF 56.74 FEET TO A POINT;

THENCE, NORTH 20° 22' 07" WEST, A DISTANCE OF 201.41 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 744.91 FEET AND A CHORD BEARING OF NORTH 24° 09' 15" WEST, WITH A CHORD DISTANCE OF 98.36 FEET;

THENCE; ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 98.43 FEET TO A POINT;

THENCE, NORTH 84° 23' 47" EAST, A DISTANCE OF 10.80 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 754.91 FEET AND A CHORD BEARING OF SOUTH 23° 59' 54" EAST, WITH A CHORD DISTANCE OF 95.59 FEET;

THENCE; ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 95.65 FEET TO A POINT;

THENCE, SOUTH 20° 22' 07" EAST, A DISTANCE OF 205.46 FEET TO A POINT;

THENCE, SOUTH 23° 45' 44" WEST, A DISTANCE OF 50.24 FEET TO A POINT;

THENCE, SOUTH 67° 12' 15" WEST, A DISTANCE OF 14.54 FEET TO THE POINT OF BEGINNING OF THE DESCRIBED PERMANENT EASEMENT & RIGHT-OF-WAY.

SAID TOTAL AREA OF 10' PERMANENT EASEMENT CONTAINING 3539.62 SQUARE FEET, OR 0.08 ACRE, MORE OR LESS.



02/06/2024

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052



ATMOS ENERGY CORPORATION			
DWG BY: MWM		CHISOLM SUMMIT 0.62 ACRE ABOVEGROUND FACILITIES EASEMENT AREA AND 10' PERMANENT EASEMENT BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION	
CKD BY: WSA			
MAP DATE: 11/10/22			
SCALE: N.T.S.			
REV#	DATE	DESCRIPTION	
7	02/01/24	UPDATE PER CLIENT REQUEST	
8	02/06/24	UPDATE PLAT/LEGAL	
DRAWING: BURLESON 4A DEVELOPMENT CORPORATION FACILITY		SHEET NO. 2 OF 23	23

Economic Development Corporation (Type A)

DEPARTMENT: Public Works & Engineering

FROM: Michelle McCullough, P.E., CFM, Assistant Director/City Engineer

MEETING: March 18, 2024

SUBJECT:

Consider a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District located within the Hooper Business Park property. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

SUMMARY:

RA Development, Ltd is constructing a 20-inch water line to serve the Chisholm Summit master-planned community. RA Development, Ltd. will construct the water line at their sole expense. The City's contribution is a 20-foot-wide water line easement within the Hooper Business Park property. The water line is proposed for construction along the eastern property line and will also serve Craftmasters and future development within the Hooper Business Park.

RECOMMENDATION:

Approve the request for the easement.

REFERENCE:

NA

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Director/City Engineer
mmccullough@burlesontx.com
817-426-9616

4A Economic Development
Corporation Board
March 18, 2024

20-foot Water Line Easement

Johnson County Special Utility District

Hooper Business Park Infrastructure



Roadway/Sanitary Sewer

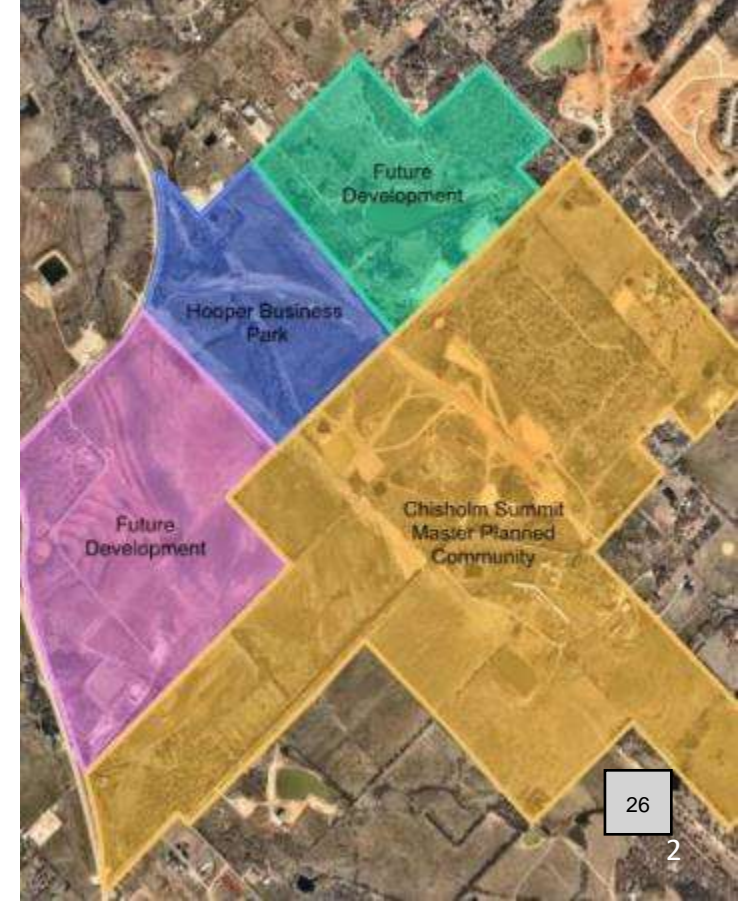
- Lakewood Drive under construction with temporary connection to FM 1902
- Permanent extension of Lakewood Drive to tollway under design – staff working with NTCOG, NTTA, and TxDOT (construction funding to be identified)
- Sewer lift station and force main to serve business park, Craftmasters and surrounding development – construction procurement underway

Stormwater Retention/Detention

- Design underway – construction anticipated to begin summer 2024
- Performance Agreement obligates start of construction no later than June 30, 2024, and completion no later than September 30, 2026



Item C.



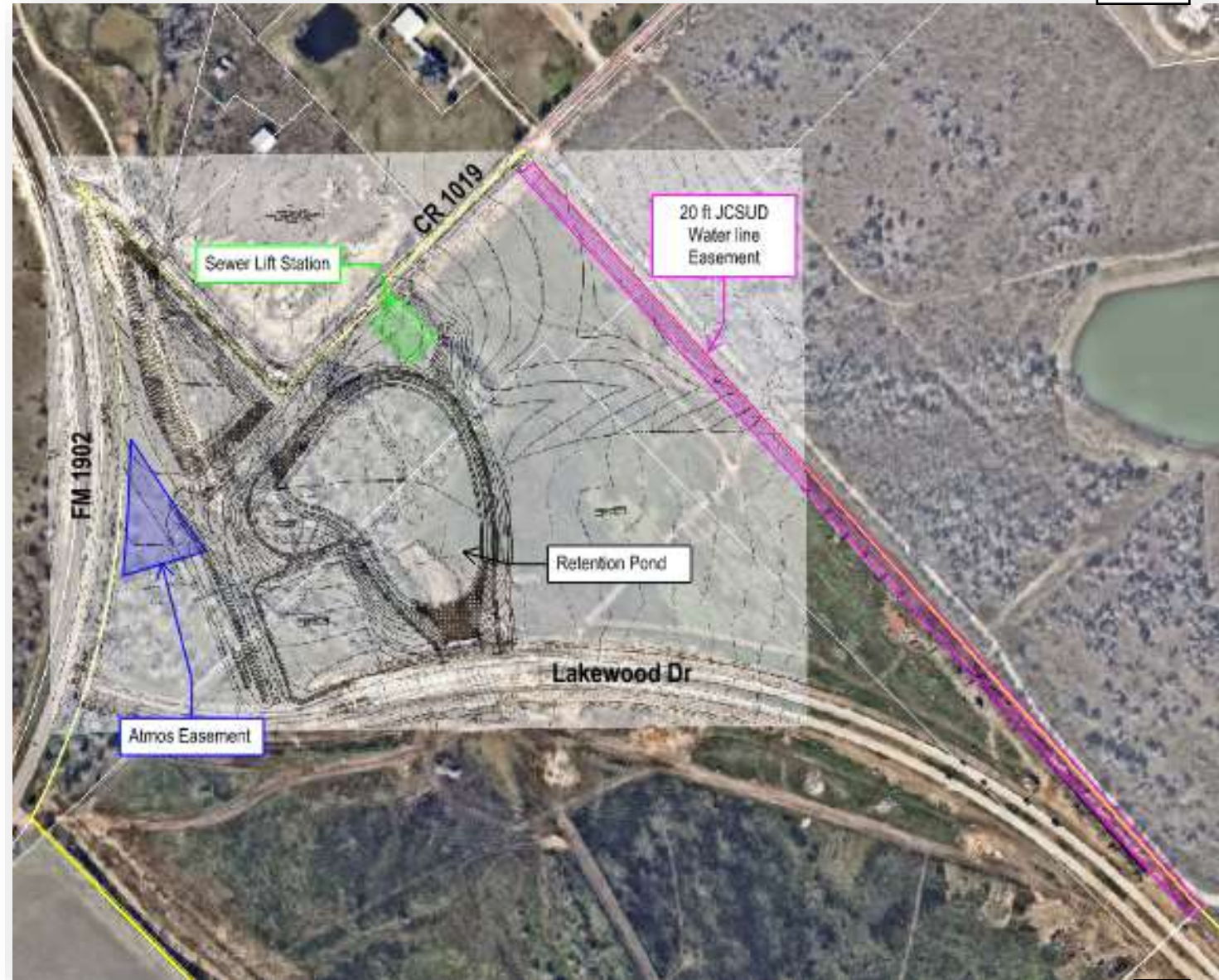
20-foot Water Line Easement

RA Development constructing 20-inch water line from CR 1019 to Chisholm Summit master planned community

Water line will serve Craftmasters and Hooper Business Park

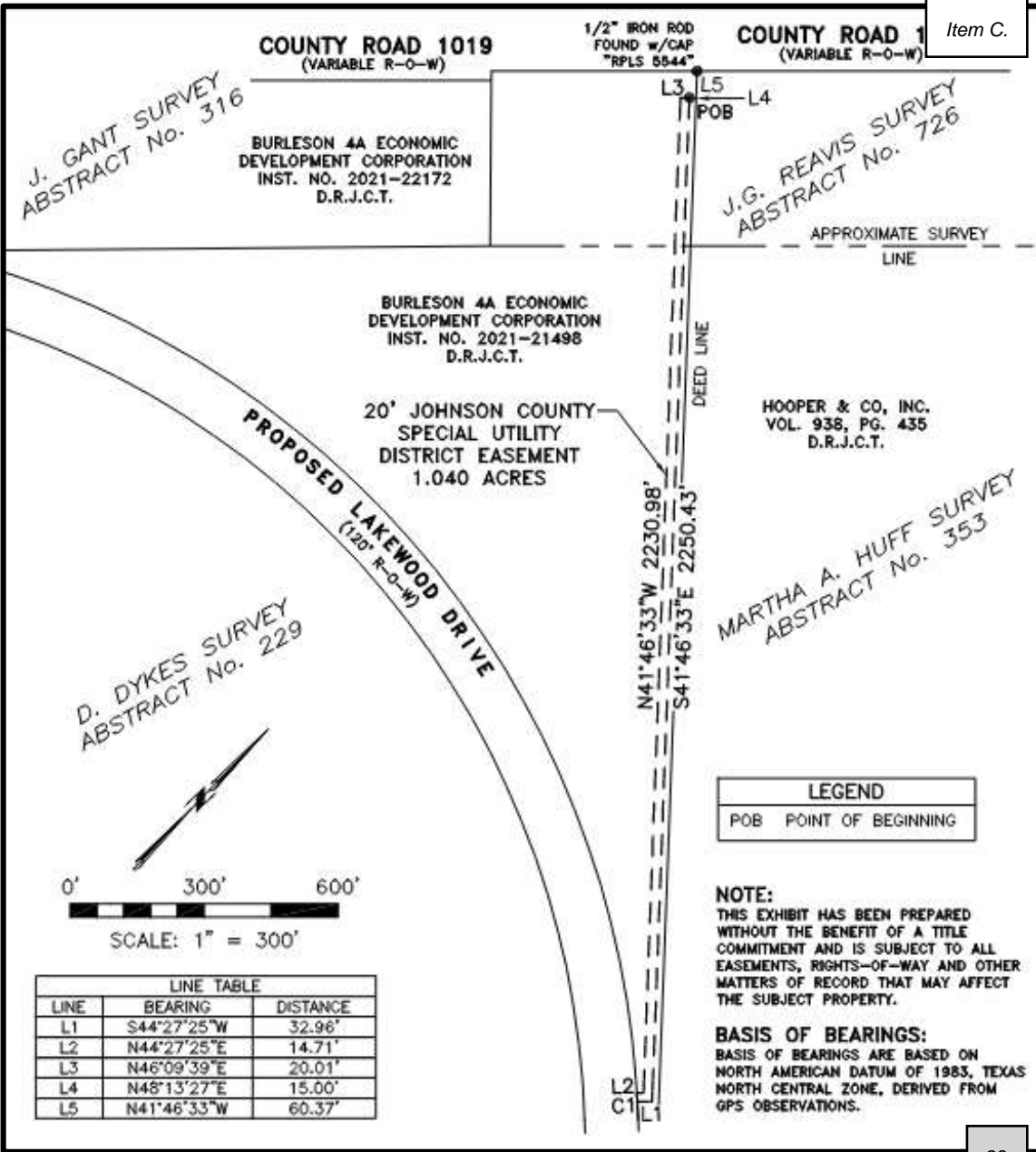
City's contribution is 20-foot-wide water line easement

Easement located along eastern property line – no conflict for future development



Action Requested

Approve a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District located within the Hooper Business Park property



Staff Contact

Michelle McCullough
Assistant Director/City Engineer
817-426-9616
mmccullough@burlesontx.com

UTILITY EASEMENT AND RIGHT-OF-WAY

P # _____

Item C.

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ County Texas, hereinafter called Grantor(s), does hereby covenant he/she/they own the following described property and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **Johnson County Special Utility District**, hereinafter called Grantee, its successors, and assigns, a perpetual Easement situated in the _____ Survey, Abstract No. _____; more particularly described in the instrument recorded in Vol. _____, Page _____ or Instrument _____ Year _____: containing _____ acres, or the _____ Subdivision, Block _____ Lot _____ Deed Records, _____ County, Texas, together with the right of pedestrian or vehicular ingress and egress over Grantor's adjacent lands for the purpose of operating and maintaining the Grantee's utility facilities or reading meter(s) situated on this land.

The Easement hereby granted shall be 20' in width.

Grantee is hereby authorized to operate and maintain existing waterlines, including related acts deemed by Grantee to be necessary such as installing, inspecting, repairing, replacing, upgrading, existing or proposed water distribution and/or transmission pipelines, meters, valves and any other appurtenances as needed. Said waterline shall be the centerline of the easement.

As part of granting said Easement, Grantor covenants Grantee will also have the right to prevent the construction or placement within the Easement of any building, structures, materials or other obstructions which may, in the sole judgment of the Grantee, endanger, interfere with the Grantee's use of the Easement or the efficiency, safety or convenient operation of said utility service(s) or related equipment. If such obstruction(s) are constructed or otherwise placed within the Easement without Grantee's prior written consent, then Grantee shall have the right to remove same from such space and seek payment from the owner for the reasonable cost of such removal. Grantor shall not make changes in the grade, elevation, or contour of the land within the Easement without prior written consent of Grantee, its successors and assigns. Grantor agrees that Grantor, Grantor's heirs, successors and assigns shall not individually, or in combination with others, interfere directly or indirectly with the Grantee's efficient, safe, or convenient use of this Easement.

Said consideration constitutes payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Utility Easement and Right-of-Way contains all covenants and terms between Grantor and Grantee related to the Easement. Any amendment or modification of this Easement must be in writing and agreed by both parties.

TO HAVE AND TO HOLD this Easement unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, successors, and assigns to warrant and forever defend said Easement to Grantee, its successors and assigns, against any person or entity claiming the same or any part thereof.

GRANTOR(s):

X _____

X _____

THE STATE OF TEXAS §

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me by _____

Name of Grantor(s)

on this _____ day of _____, 20____.

Notary Public in and for the State of Texas

COUNTY ROAD 1019
(VARIABLE R-O-W)

1/2" IRON ROD
FOUND w/CAP
"RPLS 5544"

COUNTY ROAD 1019
(VARIABLE R-O-W)

Item C.

J. GANT SURVEY
ABSTRACT No. 316

BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION
INST. NO. 2021-22172
D.R.J.C.T.

J.G. REAVIS SURVEY
ABSTRACT No. 726

APPROXIMATE SURVEY
LINE

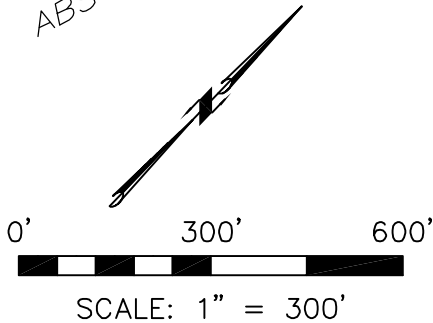
BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION
INST. NO. 2021-21498
D.R.J.C.T.

20' JOHNSON COUNTY
SPECIAL UTILITY
DISTRICT EASEMENT
1.040 ACRES

HOOPER & CO, INC.
VOL. 938, PG. 435
D.R.J.C.T.

MARTHA A. HUFF SURVEY
ABSTRACT No. 353

D. DYKES SURVEY
ABSTRACT No. 229



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°27'25"W	32.96'
L2	N44°27'25"E	14.71'
L3	N46°09'39"E	20.01'
L4	N48°13'27"E	15.00'
L5	N41°46'33"W	60.37'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	C BEARING	C LENGTH
C1	20.01'	2060.00'	0°33'23"	N46°55'57"W	20.01'

AN EXHIBIT OF A
**20' JOHNSON COUNTY SPECIAL
UTILITY DISTRICT EASEMENT**
CITY OF BURLESON ETJ, JOHNSON COUNTY, TEXAS



EXHIBIT "A"

SHT. NO.
1 OF 31

DATE: 07-11-23

DRAWN: J.B.P.

CHECKED: M.P.

DFW JOB No. 2015077-16

20' JOHNSON COUNTY SPECIAL UTILITY DISTRICT EASEMENT:

Item C.

A TRACT OF LAND SITUATED IN THE J.G. REAVIS SURVEY, ABSTRACT NO. 726, AND IN THE MARTHA A. HUFF SURVEY, ABSTRACT NO. 353, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE NORTHERLY CORNER OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT BEARS N 48°13'27" E, 15.00 FEET AND N 41°46'33" W, 60.37 FEET;

THENCE S 41°46'33" E, A DISTANCE OF 2250.43 FEET TO A POINT;

THENCE S 44°27'25" W, A DISTANCE OF 32.96 FEET TO A POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2060.00 FEET, WHOSE LONG CHORD BEARS N 46°55'57" W, 20.01 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°33'23", AN ARC LENGTH OF 20.01 FEET TO A POINT;

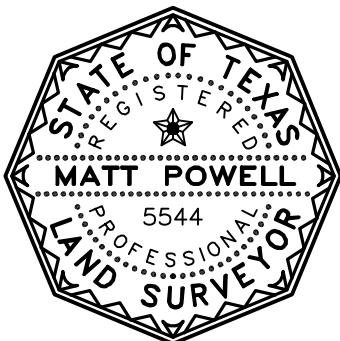
THENCE N 44°27'25" E, A DISTANCE OF 14.71 FEET TO A POINT;

THENCE N 41°46'33" W, A DISTANCE OF 2230.98 FEET TO A POINT;

THENCE N 46°09'39" E, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.040 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

PREPARED BY ME OR UNDER MY DIRECTION.



Matt Powell

MATT POWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544

DATED: 07/11/23



EXHIBIT "A"

SHT. NO.
2 OF 32

DATE: 07-11-23

DRAWN: J.B.P.

CHECKED: M.P.

DFW JOB No. 2015077-16