

**INTERLOCAL AGREEMENT FOR JCSUD AND THE CITY OF BURLESON**  
**REGARDING PLACEMENT OF JCSUD'S WATER LINE FACILITIES WITHIN THE**  
**CITY OF BURLESON'S RIGHT OF WAY OF CHISHOLM SUMMIT**  
**PHASES 1, 2 AND 3**

This Interlocal Agreement for placement of JCSUD's Water Line Facilities within the City of Burleson's right-of-way ("Agreement") is entered by and between Johnson County Special Utility District ("JCSUD") and the City of Burleson, Texas ("Burleson"), to be effective as of the last date of execution by JCSUD and Burleson (the "Effective Date"). JCSUD and Burleson may be referred to herein individually as a "Party" or collectively as the "Parties."

**WHEREAS**, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code;

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

**WHEREAS**, JCSUD currently owns, operates, and maintains certain water utility lines and facilities within the Chisholm Summit Development Phases 1, 2 and 3, currently located in Johnson County, Texas, as more particularly described and illustrated in the map attached as Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Plat");

**WHEREAS**, the current location of the water utility lines and facilities belonging to JCSUD within the Chisholm Summit Development Phases 1, 2 and 3 is highlighted in blue on the Map attached as Exhibit "B" (the "Current Facilities");

**WHEREAS**, Burleson needs to adjust, remove, and/or relocate the Current Facilities to Burleson's jurisdictional right-of-way within the Chisholm Summit Development Phases 1, 2 and 3 as illustrated in blue and otherwise identified on the Map (the "Initial Relocation Project");

**WHEREAS**, JCSUD is willing to permit the placement of its facilities within the right-of-way necessary for the Project according to the terms and conditions set forth herein;

**WHEREAS**, if Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require the Initial Relocation Project water utility lines and facilities belonging to JCSUD to be further adjusted, removed, and/or relocated ("Possible Future Adjustments"), the Parties shall work in good faith to make such necessary future adjustments, and Burleson shall be responsible for any future costs associated with the Possible Future Adjustments, including, but not limited to, engineering costs, easement acquisition costs, construction costs, and inspection costs;

**WHEREAS**, the Parties agree that JCSUD is willing to be responsible for any future cost related to the maintenance and repair of the JCSUD distribution lines and related facilities in the Current Facilities, Initial Relocation Project, and/or Possible Future Adjustment, and the Parties

agree that the responsibility for the construction of such maintenance shall be as provided in this Agreement;

**WHEREAS**, The Parties agree that they will work in good faith to ensure the Initial Relocation Project, Possible Future Adjustments, and any future maintenance of the of the same do not unreasonably impact the maintenance and operation of JCSUD's water line facilities;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

## **I. INITIAL RELOCATION PROJECT AND POSSIBLE FUTURE ADJUSTMENTS**

1. Initial Relocation Project Authorized. The Parties hereby agree that Burleson may adjust, remove, and/or relocate the Current Facilities to Burleson's jurisdictional right-of-way shown in blue and otherwise identified in the Map pursuant to the Initial Relocation Project. The Parties agree that the facilities subject to relocation will be mutually agreed upon.

2. Responsibility for Construction of the Initial Relocation Project. The Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Initial Relocation Project, and all construction associated with the Initial Relocation Project. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Initial Relocation Project work to any contractor, including to the general contractor selected by Burleson to undertake all or part of the Initial Relocation Project.

3. Construction of the Initial Relocation Project. After the Effective Date, JCSUD agrees to provide written notice authorizing Burleson to begin performing work of the Initial Relocation Project. Burleson agrees to perform such work in a reasonable time frame, however, all parties shall recognize events outside of Burleson's control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson's ability to proceed with Initial Relocation Project, or any other event in which Burleson has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Initial Relocation Project. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

4. Possible Future Adjustments. If Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require the Initial Relocation Project water utility lines and facilities belonging to JCSUD to be further adjusted,

removed, and/or relocated, the Parties shall work in good faith to make such necessary future adjustments, and Burleson shall be responsible for construction cost associated with the Possible Future Adjustments, including, but not limited to, engineering costs, easement acquisition costs, construction costs, and inspection costs.

5. Responsibility for Construction of Possible Future Adjustments. If Possible Future Adjustments are required, the Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Possible Future Adjustments, and all construction associated with the Possible Future Adjustments. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Possible Future Adjustments work to a contractor.

6. Construction of the Possible Future Adjustments. If Possible Future Adjustments are required, Burleson agrees to perform such work, if any, in a reasonable time frame, however, all parties shall recognize events outside of Burleson's control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson's ability to proceed with Possible Future Adjustments, or any other event in which Burleson has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Possible Future Adjustments. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

## **II. MAINTENANCE**

1. Responsibility for Construction for Maintenance and Repairs. The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and related facilities in the Project as needed to maintain normal operations ("Waterline Maintenance"). JCSUD will be responsible for excavation and backfill associated with maintenance of the Project water line facilities ("Inground Maintenance"). Burleson shall be responsible for the restoration of the grass, sidewalk, curbing, and pavement if removed as a result of maintenance to distribution lines and related facilities in the Project by JCSUD ("Surface Restoration"). JCSUD and Burleson will work together cooperatively to coordinate the construction, repairs, and restoration of all items associated with Waterline Maintenance, Inground Maintenance, and Surface Restoration.

2. Responsibility for Costs of Construction for Maintenance and Repairs. JCSUD shall be solely responsible for all costs related to Waterline Maintenance, and Inground Maintenance. JCSUD shall be directly responsible for and pay all costs associated with Waterline Maintenance and Inground Maintenance. Burleson will advance and pay the costs, if any, associated with Surface Restoration, subject to its right of reimbursement from JCSUD as provided below.

3. Right of Reimbursement. Upon Burleson's completion of Surface Restoration construction, Burleson will make application for reimbursement to JCSUD. Each application for reimbursement submitted by Burleson will clearly describe the work or services done for which reimbursement is sought and include any applicable invoices. JCSUD agrees to reimburse Burleson in full within thirty (30) days after receipt of Burleson's reimbursement application. The Parties agree that Burleson's reasonable in-house costs directly related to Surface Restoration, such as employee time, materials, and equipment costs, are valid costs that are eligible for reimbursement.

### **III. TERMINATION**

Termination shall be by mutual consent of both parties. All payment provisions in Section II of this Agreement shall survive any termination of this Agreement and shall be binding on the Parties and their successors and assigns.

### **IV. MISCELLANEOUS**

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District  
Attn: General Manager  
P.O. Box 1390  
Joshua, TX 76058  
T: (817) 760-5200  
F: (817) 760-5238

City of Burleson  
Attn: City Manager  
141 W. Renfro St.  
Burleson, TX 76028  
T: (817) 426-9600  
F: (817) 426-9376

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the.

3. Disclaimer of Liability. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS,

JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS SECTION IV.3. SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL BE BINDING ON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.

6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.

7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.

9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement. Exhibit A is a preliminary plat and will be replaced with the final plat once approved by the City and filed for record at the County Clerk's office. Exhibit B (Detailed Current Water Facilities Layout) is a preliminary water facilities layout and will be replace with the final layout once construction has been completed and accepted by JCSUD.

10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties. However, the City Manager and the District General Manager may substitute the final, as-built exhibits upon completion of Cosntruction without amending this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.

12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.

15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

***[Signature Pages to Follow]***

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

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

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

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

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

[SEAL]

**CITY OF BURLESON, TEXAS**

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

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

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

Date: \_\_\_\_\_

**ATTEST:**

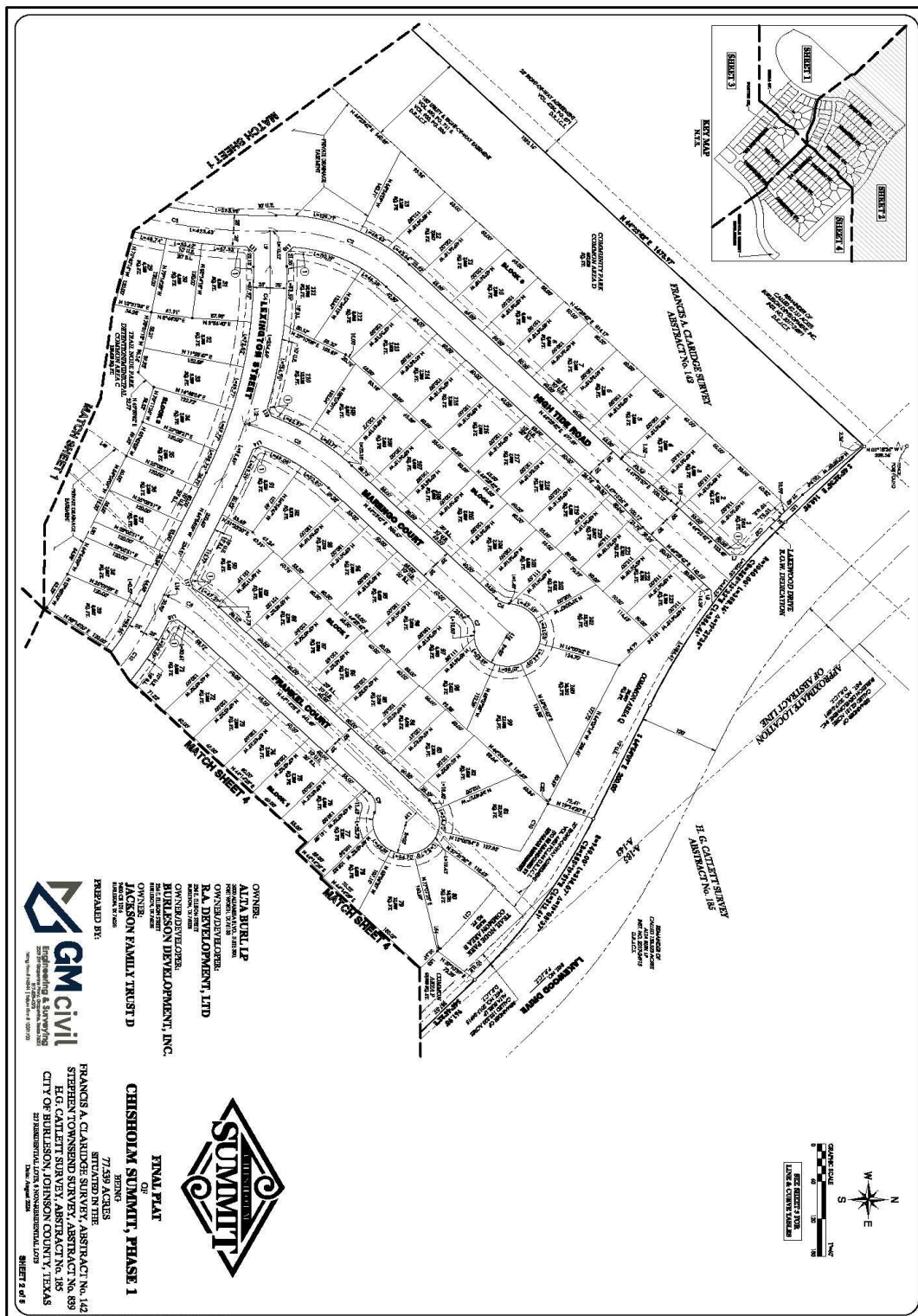
\_\_\_\_\_

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

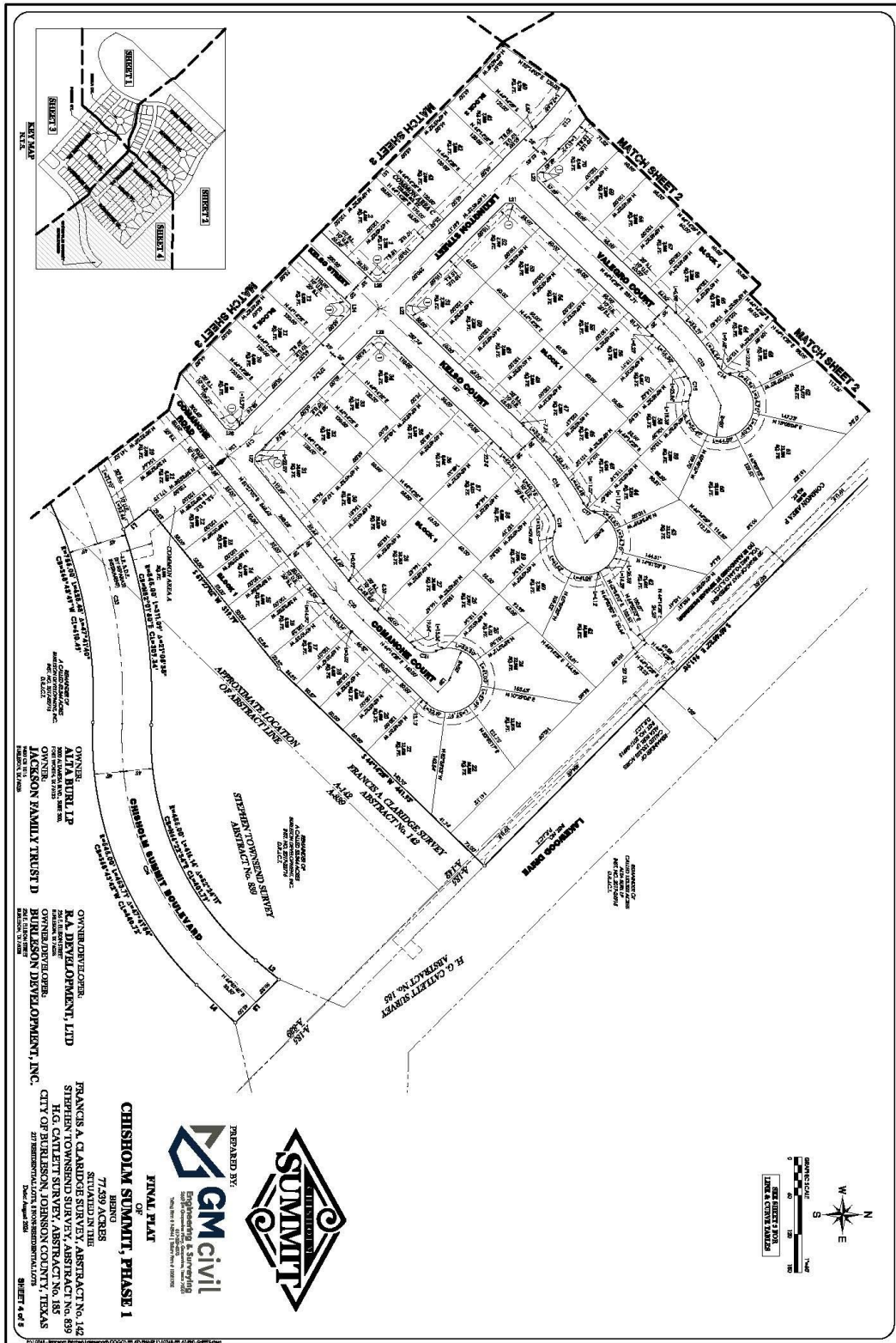
[SEAL]













**PROPERTY DESCRIPTION CONT.**[illegible]

Mr. Christopher L. Hill  
 At \_\_\_\_\_  
 Address \_\_\_\_\_  
 Title \_\_\_\_\_  
 Global Development, Inc.  
 At \_\_\_\_\_  
 Address \_\_\_\_\_  
 Title \_\_\_\_\_  
 ACH 00012

For \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Jackson County Trust Co.  
 By \_\_\_\_\_  
 Name \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF JOHNSON

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**Library Public Status of Item**  
My computer says: \_\_\_\_\_  
STATUS: \_\_\_\_\_  
CDSHEET OF: \_\_\_\_\_  
Library note: This recording was taken from the original tape and is the property of the National Development, Inc. library. It is not to be loaned or reproduced without the permission of the National Development, Inc. library.

Others under my hand and seal of office the this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_

DATE OF EXPIRY \_\_\_\_\_

COUNTY OF JOHNSON

I, the undersigned, Melvin N. Hale, II, of said County and State, on this day personally appeared before me, the undersigned, \_\_\_\_\_, of the State of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of Office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My contributor agrees: \_\_\_\_\_

EMILY CLARK  
COLLEEN DE JONGHON

Between the endpapers, Mary Abbé's *My Life as a Girl* and *My Life as a Woman* are two books that are as much about the author as they are about the characters. The first book is a memoir of the author's life as a girl, and the second book is a memoir of the author's life as a woman. The author's life is so much a part of the books that it is hard to read them without feeling that the author is talking to you. The author's life is so much a part of the books that it is hard to read them without feeling that the author is talking to you.

[illegible]

**PELLEGRINI, 134**  
document and not  
be recorded for my  
purposes and that not  
be used or viewed or  
replied upon as a third  
survey document.

BOOKS FOR REVIEW  
16/07/2004 2:41 PM

**TABLE 1**

Gross Dwelling Units	N/A
Gross Site Acres	77.589 Acres
Total Number Lots	226
Residential Lot Area	40,048 Acres
Number Single Family Residential Lots	217
Number Dwellings With	217
	N/A
	N/A
	N/A
	N/A
	N/A

Non-Standard (or Area)	20.025 Acres
Number Non-Standard Lots	8
Buyer's Way Area	1.000 Acres

The effect of any dedication or conveyance of rights to the easement is subject to the following:

M-5
M-5
M-5
M-5
E-W
E-W
E-W

**7 X 60 VISIBILITY TRIANGLES**  
N/A.  
HORIZONTAL DISTANCE, THE DISTANCE BETWEEN POINT HORIZONTAL, AND VERTICAL DISTANCE, THE DISTANCE BETWEEN POINT VERTICAL, SHALL BE CALCULATED IN ACCORDANCE WITH THE LATEST EDITION OF THE AASHTO HANDBOOK.  
DURING OVER 2 MINIMUM AS MEASURED INCLUDING TOP OF THE CURB IS ALLOWED  
VARIABLE WIDTH VISIBILITY TRIANGLES.

PREPARED BY:

**GM civil**  
Engineering & Surveying  
5500 Old Orchard Road, Scarborough, Ontario M1V 4Z6  
Tel: (416) 291-1000 ext. 1000 fax: (416) 291-1001

FRANK  
STEELE  
CIT

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12



STATE OF TEXAS  
COUNTY OF JOHNSON

EA Development, LTD.

STATE OF TEXAS
COUNTY OF JOHNSON

My co-ordinator expects \_\_\_\_\_

1. **Beating**  
**Arms**

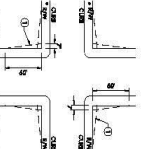
relied upon as a third survey document.

**BURVEYOR'S CERTIFICATE**  
THIS is to certify that J. John H. Hooper, of Hooper,

### APPROVAL

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

### 7.8 OF VISIBILITY TRIANGLE



WITH THESE VARIETY INAGLES

continued from p. 10

CONFIDENTIAL, 2018, 4 COMMON AREAS  
 Draft: August 2024  
 SHEET 2 of 9

OF

BEING

FRANCIS & TAYLOR  
100 Brook Hill Drive  
West Nyack, New York 10994-2133  
Tel: (914) 339-2000  
Fax: (914) 339-2001  
E-mail: [info@francisandTaylor.com](mailto:info@francisandTaylor.com)  
Web: [www.francisandTaylor.com](http://www.francisandTaylor.com)

20 RESIDENTIAL 2018, 4 COMMISSION ARLC  
 Dates: August 2024

SECRET

LAND USE TABLE	
Development Field	
Chick Hills Area	11,698 Acres
Total Number Lots	57
Residential Lot Area	6,793 Acres
Number Single Family Residential Lots	59
Number Dwelling Units	53
Corrigan Area	
Number Corrigan Area Lots	1,221 Acres
	4
Right-of-Way Area	3,855 Acres

## JOHNSON COUNTY RECORDS

COUNTY CLERK, JOHNSON COUNTY, TEXAS

FREE DESCRIPTION	SUBJECT	NUMBER	TYPE/UNIT	NO. OF PLANTS
N4	COMMONWEALTH ROAD	82 ROW	0.89	
N4	REINFORCED BRIDGE	92 ROW	1.24	
N4	NO. 881 ROAD	92 ROW	0.69	
N4	FROM THE ROAD	92 ROW	0.66	
N4	TRAILER ROAD	92 ROW	0.66	
N4	ALLEY	92 ROW	0.66	
TOTAL ROW RESERVATION				6.95

the right way, education is essential in the efforts to improve water, public utility, pedestrian, or other purposes.



Submitted for review 8/29/2024 2:45 PM





## COUNTY OF JOHNSON

[illegible]

1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 26

## COUNTY OF JOHNSON

I declare that, the undersigned hereby make in good faith and truth, on this day personally appeared \_\_\_\_\_ of A. Development LLC known to me to be the person whose name is  
identified in the foregoing instrument and who acknowledged to me that he executed the same for the  
purpose and consideration therein limited expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Library Public: Name of library \_\_\_\_\_  
 My contribution number: \_\_\_\_\_  
 DUE: 09/20/2025  
 CODE: 01/00000  
 Below me, the authorized library public, I have read and understand the terms of this agreement, requested return of the book, and agree to the terms of the agreement. I have read and understand the terms of the agreement and acknowledge that I am not to use the return voided return label for any other purpose. I agree to the terms of the agreement and acknowledge that I am not to use the return voided return label for any other purpose. I agree to the terms of the agreement and acknowledge that I am not to use the return voided return label for any other purpose.

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My contribution expires \_\_\_\_\_

FILED FOR RECORDING \_\_\_\_\_, 20\_\_\_\_  
 PAGE RECORDED IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, SLIDE \_\_\_\_\_  
 COUNTY CLERK, JOHNSON COUNTY, TEXAS

**John H. Garvey**  
 Department of Economics and Commerce No. 6222  
 2057 JF Convent Road  
 Cincinnati, Ohio 45221  
 616/251-4343

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**PROBABILITY 405**  
 documents could not  
 be reproduced for any  
 reason and final pro-  
 ceedings were not sub-  
 mitted upon an appeal  
 of the award. The  
 award documents,  
 which for review  
 4/27/2001 11:20 AM

## AFFIDAVIT

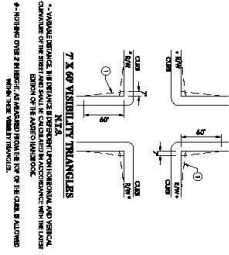
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Chief of Planning and Funding Committee

By \_\_\_\_\_  
City Treasurer

PM DESIGNATION	STREET NAME	TRAVEL DIRECTION	B-501 (4/2013)
N4	E BURNING FIELD	60 ROW	0.41
N4E	RED HORN ROAD	60 ROW	0.38
N4	CONVERSE ROAD	60 ROW	0.44
N4	HIGH HILL ROAD	60 ROW	0.39
N4	WILSON ROAD	60 ROW	0.37
N4	SHAWNEE DRIVE	60 ROW	0.42
N4E	SHAWNEE DRIVE	60 ROW	0.42
N4E	CHERRY ROAD	60 ROW	1.37
N4E	CHERRY ROAD	54 ROW	1.48
TOTAL ROW DISTRIBUTION			8.79

The right of way dedication is granted in fee simple to the City of Butte for use as storm water, public utility, pedestrian, or other purposes.

[illegible]

\*- VARIABLE DISTANCE: THIS DISTANCE IS DETERMINED UPON HORIZONTAL AND VERTICAL CLEARANCE OF THE STREET AND SHALL BE CALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE AASHTO ROADBOOK.

**OWNER/DEVELOPER:**  
**R.A. DEVELOPMENT, LTD**  
**RAE THERMONT**

**BURLESON DEVELOPMENT, INC.**  
254 E. ELBORN STREET  
MURKIN, TX 76628

**PREPARED BY**



2607 5th Connecticut Ferry, Gloucester, MA 01930  
417-227-4573

### CHISHOLM SUMMIT, PHASE 3

**24.553 ACRES**  
**SITUATED IN THE**

RONALD A. CLARIDGE SURVEY, ABSINCE NO. 1, COUNTY OF BURLINSON, JOHNSON COUNTY, TEXAS

Date: August 2024

SHEET 24

## MEET 20





# **EXHIBIT B** **(Detailed Current Water Facilities Layout)**

