

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.

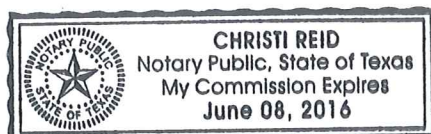
I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name/Title: JEFF S. RASCO Phone No.: 817-295-2202
Signed: [Signature] Phone No.: 817-295-3768
Company: BAKER FOUNDATION OF BURLESON, INC.
Mailing Address: POB 309 Fax No.: 817-295-3768
BURLESON TX 76097 Email: jeffrasco@rascogpa.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

SWILSON ST

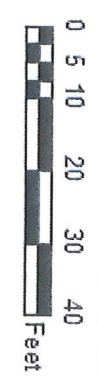
Approximate Location
Proposed (within Row)

X

original location

WELLISON ST

Grease Trap for 112 W Ellison St



Street Centerline

☐ Active

My Commission Expires: 8 June 2014

EXHIBIT NUMBER 1

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

SEE ATTACHED.

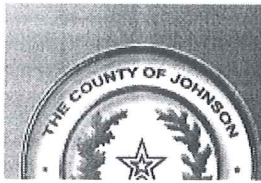
EXHIBIT NUMBER 2

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

Acres: 0.152

2014 Values
Location: 0000112W ELLISON ST

Property Real

Land Non-Home Site

39678

Legal: LOT 11 BLK 3 BURLESON
ADDITION
126.5525.97938

Type:

Improvement Non-Home Site

196252

Total Market Value

235930

Taxable Value

235930

2014 Exemptions
Owner: BAKER FOUNDATION OF
BURLESON INC
P O BOX 309
BURLESON TX 76097

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
Date: July 24, 2014 at 4:21:41 PM CDT
To: Rick Hazen <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>
Date: July 24, 2014 at 3:47:14 PM CDT
To: "jamiepadleski35@att.net" <jamiepadleski35@att.net>
Subject: Est for Grease Trap
Reply-To: Amber Spears <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

CURLY'S PLUMBING

M-19035
SCR-9879-U

NE 68159

RME-1121-U

& BIG BLADE SEWER SERVICE, INC.

817-558-1192

1002 EAST SECOND • CLEBURNE, TX 76031

DATE 7/24/14	DATE ORDERED 7/24/14	DATE SCHEDULED 7/24/14	PHONE 817-447-2387
NAME Old Texas Brewing		STREET Buckleson	STATE TX
CITY Buckleson	ZIP	MODEL	SERIAL NUMBER
MAKE			
JOB LOCATION allied			

WARRANTY <input type="checkbox"/>	CONTRACT <input type="checkbox"/>	SERVICE CONTRACT <input type="checkbox"/>	NORMAL <input type="checkbox"/>	RES. <input type="checkbox"/>	COMM. <input type="checkbox"/>
SERVICE					

METHOD OF PAYMENT: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> BILLING <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/>		TECHNICIAN Raymond	
TOTAL OTHER CHARGES \$17,500 to 19500		SUB-TOTAL	
TOTAL PARTS		TOTAL	
TRIP CHARGE		TAX	
TOTAL AMOUNT DUE		DATE 7/24/14	

OUR TRAINED PERSONNEL SUGGEST THE FOLLOWING IMPROVEMENTS:		RECOMMENDATIONS	
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.	
WATER HEATER 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.		TRAVEL TIME TIME ARRIVED TIME DEPARTED TRAVEL TIME	
Customer Signature		AUTHORIZED SIGNATURE	

CHECK LIST	QUANTITY	ITEM OR PART DESCRIPTION	PRICE	AMOUNT
<input type="checkbox"/> COMMERCIAL REPAIR				
<input type="checkbox"/> FLOOR DRAINS				
<input type="checkbox"/> DWASHER BOOSTER				
<input type="checkbox"/> GREASE TRAP				
<input type="checkbox"/> 3 COMPARTMENT SINK				
<input type="checkbox"/> TOILET				
<input type="checkbox"/> BALL COCK				
<input type="checkbox"/> FLAPPER				
<input type="checkbox"/> SUPPLY LINE				
<input type="checkbox"/> WAX SEAL & CLOSET BOLTS				
<input type="checkbox"/> DOUGLAS VALVE				
<input type="checkbox"/> DRAINS CLEANING				
<input type="checkbox"/> KITCHEN SINK				
<input type="checkbox"/> WASHER LINE				
<input type="checkbox"/> MAIN LINE				
<input type="checkbox"/> LAVATORY LINE				
<input type="checkbox"/> TUB OR SHOWER				
<input type="checkbox"/> KITCHEN SINK				
<input type="checkbox"/> SINK FAUCET				
<input type="checkbox"/> SINK DRAIN				
<input type="checkbox"/> GARBAGE DISPOSAL				
<input type="checkbox"/> AIR GAP				
<input type="checkbox"/> DW CONNECTIONS				
<input type="checkbox"/> TUB & SHOWER				
<input type="checkbox"/> TUB VALVE				
<input type="checkbox"/> TRIP LEVER				
<input type="checkbox"/> SHOWER DIVERTER				
<input type="checkbox"/> TUB OR SHOWER DRAIN				
<input type="checkbox"/> LAVATORY				
<input type="checkbox"/> NEW CONSTRUCTION				
<input type="checkbox"/> ROUGH IN				
<input type="checkbox"/> TOP OUT				
<input type="checkbox"/> SET FIXTURES				
<input type="checkbox"/> FINAL				
<input type="checkbox"/> SLAB LEAK				
<input type="checkbox"/> LEAK DETECTION				
<input type="checkbox"/> REPAIR				
<input type="checkbox"/> GAS WATER HEATERS				
<input type="checkbox"/> THERMOCOUPLE				
<input type="checkbox"/> BURNER				
<input type="checkbox"/> CONTROL (GAS)				
<input type="checkbox"/> FLUE PIPE				
<input type="checkbox"/> RELIEF VALVE				
<input type="checkbox"/> WATER HEATER				
<input type="checkbox"/> ELEMENTS				
<input type="checkbox"/> THERMOSTAT				
<input type="checkbox"/> RELIEF VALVE				
<input type="checkbox"/> DIP TUBE				
<input type="checkbox"/> ELECTRICAL CONN.				
<input type="checkbox"/> REPLACEMENT				

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 upon the following conditions: TRAP

I.

That Applicant, his successors or assigns shall maintain and keep in sightly 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 §

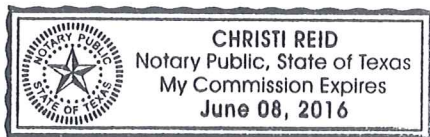
INDIVIDUAL ACKNOWLEDGMENT

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:



Ch
Notary Public in and for the
State of Texas

My Commission Expires: 8 June 2016