

5-483

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

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

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

I.

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

II.

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

III.

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

IV.

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

V.

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

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

CITY OF BURLESON:
By: [Signature]
Printed Name: Laura E. Melton
Title: Dir of Eng. Svcs

APPLICANT:
By: [Signature]
Printed Name: Collier Albright
Title: Owner

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

THE STATE OF TEXAS §

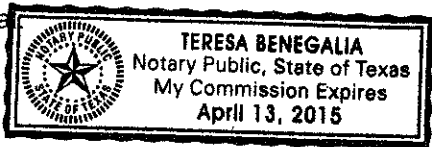
CORPORATE ACKNOWLEDGMENT

COUNTY OF TARRANT §

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

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

Notary Seal



Teresa Benegalia
Notary Public in and for the
State of Texas

My Commission Expires: 4-13-15

THE STATE OF TEXAS §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Seal:

Notary Public in and for the
State of Texas

My Commission Expires: _____

APPLICATION

DATE: 7/14/11

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

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

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

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

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

Printed Name/Title: COLLIER ALBRIGHT
 Signed: [Signature]
 Company: GRUMPS RESTAURANT
 Mailing Address: 108 S MAIN STREET
BURLESON TX 76028

Phone No.: 817/573-5040
 Phone No.: 817/559-0512
 Fax No.: 817 573 5102
 Email: COLS GRUMPS@TATCO.COM

THE STATE OF TEXAS §
 COUNTY OF HOOD §

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



[Signature]
 Notary Public in and for the State of
 My Commission Expires: 4/13/15

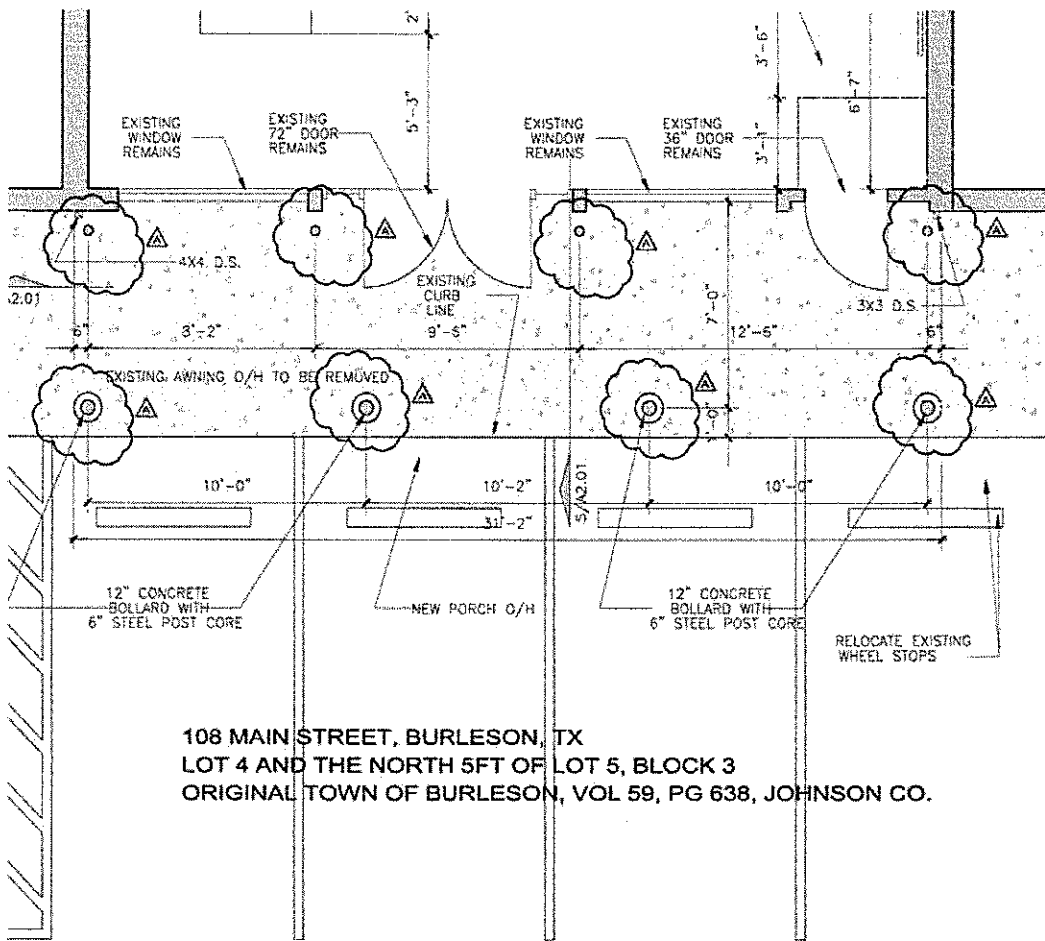
EXHIBIT NUMBER 1

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



EXHIBIT NUMBER 2

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



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



Site/Floor Plan

SCALE 3/16"=1'-0"

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



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

DRAWING REVISION
SECOND FLOOR REMODEL
 GRUMP'S RESTAURANT
 108 MAIN STREET
 BURLESON, TEXAS

JOB# 2011-007
 06-13-2011

DR03
 SHEET #

EXHIBIT NUMBER 3

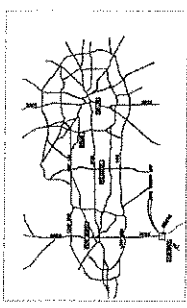
Section/Detail of Improvements with Profile View

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

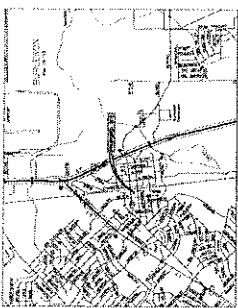
See following pages for detail drawings

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

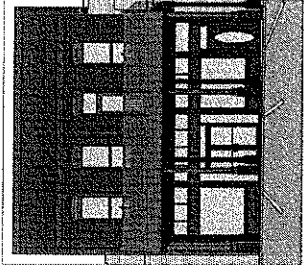
CONTENTS	
A1.01	COVER SHEET
A2.01	ARCHITECTURAL
S1.01	STRUCTURAL



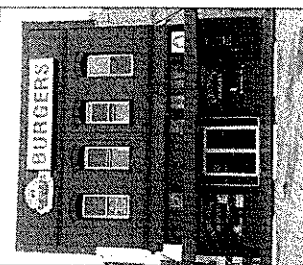
REGIONAL MAP



VICINITY MAP



PROPOSED VIEW



EXISTING VIEW

01000 GENERAL
The work shall include all construction necessary to complete the second floor addition to the existing restaurant building. The work shall include but not be limited to the following: foundation, framing, masonry, concrete, steel, and mechanical systems. The contractor shall be responsible for obtaining all necessary permits and for coordinating with the existing building owner and adjacent properties. The contractor shall maintain access to the existing building and adjacent streets at all times. The contractor shall be responsible for protecting the existing building and its contents from damage during construction. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the quality of all workmanship and materials. The contractor shall be responsible for the timely completion of the project. The contractor shall be responsible for the cleanup and removal of all construction debris. The contractor shall be responsible for the final inspection and certification of the completed work.

02000 EXTERIOR
The exterior finish of the second floor addition shall be consistent with the existing building. The exterior finish shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all exterior materials. The contractor shall be responsible for the protection of the existing exterior finish during construction. The contractor shall be responsible for the repair and replacement of any damaged exterior finish. The contractor shall be responsible for the final inspection and certification of the exterior finish.

03000 FLOORING
The flooring of the second floor addition shall be consistent with the existing building. The flooring shall include but not be limited to the following: concrete, steel, and masonry. The contractor shall be responsible for the selection and installation of all flooring materials. The contractor shall be responsible for the protection of the existing flooring during construction. The contractor shall be responsible for the repair and replacement of any damaged flooring. The contractor shall be responsible for the final inspection and certification of the flooring.

04000 FORMS
The contractor shall be responsible for the design and construction of all forms necessary for the concrete and masonry work. The contractor shall be responsible for the selection and installation of all form materials. The contractor shall be responsible for the protection of the existing forms during construction. The contractor shall be responsible for the repair and replacement of any damaged forms. The contractor shall be responsible for the final inspection and certification of the forms.

05000 CONCRETE
The concrete work of the second floor addition shall be consistent with the existing building. The concrete work shall include but not be limited to the following: foundation, framing, and masonry. The contractor shall be responsible for the selection and installation of all concrete materials. The contractor shall be responsible for the protection of the existing concrete during construction. The contractor shall be responsible for the repair and replacement of any damaged concrete. The contractor shall be responsible for the final inspection and certification of the concrete.

06000 MASONRY
The masonry work of the second floor addition shall be consistent with the existing building. The masonry work shall include but not be limited to the following: foundation, framing, and masonry. The contractor shall be responsible for the selection and installation of all masonry materials. The contractor shall be responsible for the protection of the existing masonry during construction. The contractor shall be responsible for the repair and replacement of any damaged masonry. The contractor shall be responsible for the final inspection and certification of the masonry.

07000 STEEL
The steel work of the second floor addition shall be consistent with the existing building. The steel work shall include but not be limited to the following: framing, masonry, and concrete. The contractor shall be responsible for the selection and installation of all steel materials. The contractor shall be responsible for the protection of the existing steel during construction. The contractor shall be responsible for the repair and replacement of any damaged steel. The contractor shall be responsible for the final inspection and certification of the steel.

08000 DOORS AND WINDOWS
The doors and windows of the second floor addition shall be consistent with the existing building. The doors and windows shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all doors and windows. The contractor shall be responsible for the protection of the existing doors and windows during construction. The contractor shall be responsible for the repair and replacement of any damaged doors and windows. The contractor shall be responsible for the final inspection and certification of the doors and windows.

09000 THERMAL AND MOISTURE
The thermal and moisture protection of the second floor addition shall be consistent with the existing building. The thermal and moisture protection shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all thermal and moisture protection materials. The contractor shall be responsible for the protection of the existing thermal and moisture protection during construction. The contractor shall be responsible for the repair and replacement of any damaged thermal and moisture protection. The contractor shall be responsible for the final inspection and certification of the thermal and moisture protection.

10000 MECHANICAL
The mechanical work of the second floor addition shall be consistent with the existing building. The mechanical work shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all mechanical materials. The contractor shall be responsible for the protection of the existing mechanical during construction. The contractor shall be responsible for the repair and replacement of any damaged mechanical. The contractor shall be responsible for the final inspection and certification of the mechanical.

11000 ELECTRICAL
The electrical work of the second floor addition shall be consistent with the existing building. The electrical work shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all electrical materials. The contractor shall be responsible for the protection of the existing electrical during construction. The contractor shall be responsible for the repair and replacement of any damaged electrical. The contractor shall be responsible for the final inspection and certification of the electrical.

12000 PLUMBING
The plumbing work of the second floor addition shall be consistent with the existing building. The plumbing work shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all plumbing materials. The contractor shall be responsible for the protection of the existing plumbing during construction. The contractor shall be responsible for the repair and replacement of any damaged plumbing. The contractor shall be responsible for the final inspection and certification of the plumbing.

13000 PAINTING
The painting work of the second floor addition shall be consistent with the existing building. The painting work shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all painting materials. The contractor shall be responsible for the protection of the existing painting during construction. The contractor shall be responsible for the repair and replacement of any damaged painting. The contractor shall be responsible for the final inspection and certification of the painting.

14000 FINISH
The finish work of the second floor addition shall be consistent with the existing building. The finish work shall include but not be limited to the following: masonry, concrete, and steel. The contractor shall be responsible for the selection and installation of all finish materials. The contractor shall be responsible for the protection of the existing finish during construction. The contractor shall be responsible for the repair and replacement of any damaged finish. The contractor shall be responsible for the final inspection and certification of the finish.

15000 OTHER
The contractor shall be responsible for the selection and installation of all other materials and work necessary to complete the second floor addition to the existing restaurant building. The contractor shall be responsible for the protection of the existing building and its contents from damage during construction. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the quality of all workmanship and materials. The contractor shall be responsible for the timely completion of the project. The contractor shall be responsible for the cleanup and removal of all construction debris. The contractor shall be responsible for the final inspection and certification of the completed work.

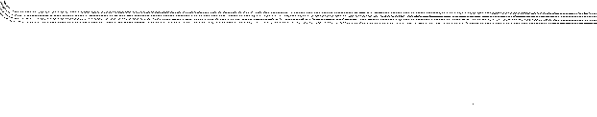
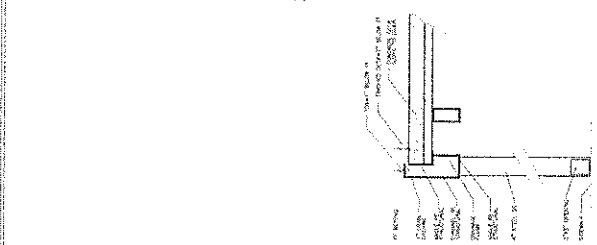
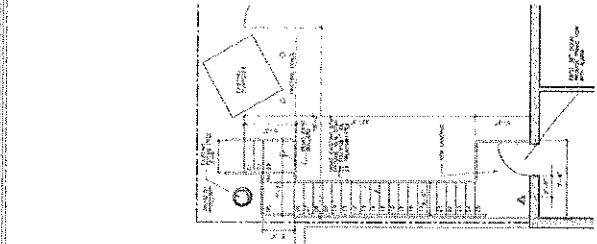
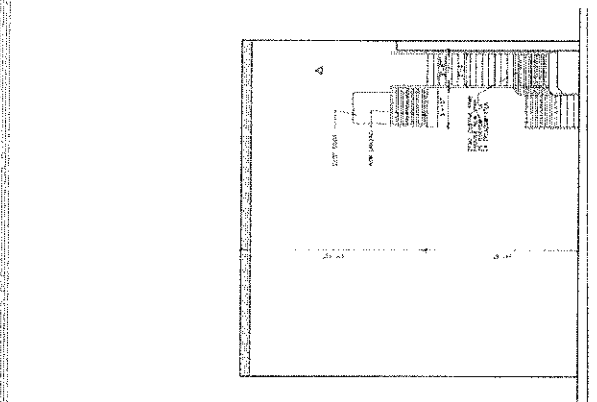
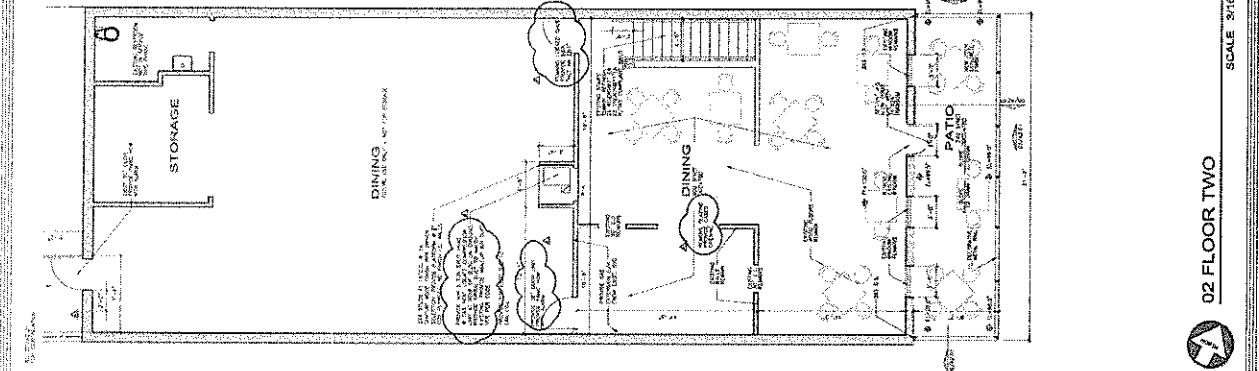
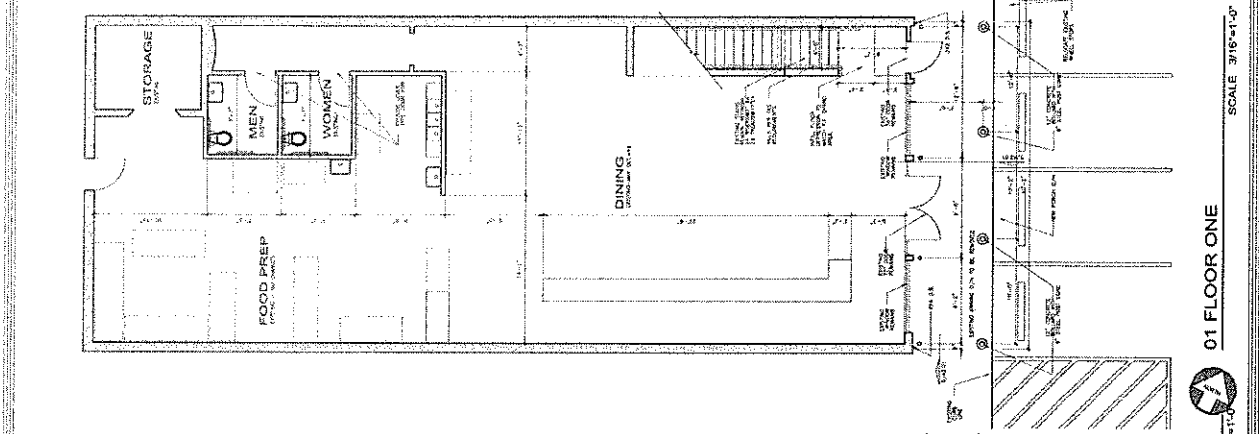


EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: Brent E. Buscum
(Please Print)

Title: Coordinator
(Please Print)

Signature: [Handwritten Signature]

City of Burleson

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Johnson County Special Utility District

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: Bob Davison
(Please Print)

Title: PROJECT MANAGER
(Please Print)

Signature: Bob Davison

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Burleson

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Johnson County Special Utility District

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

GAS CONSTRUCTION PRINT



PROJECT NAME Grump's Restaurant
 CUSTOMER _____
 ADDRESS _____
 LOCATION 4 in Gas main in alley - Front clear

PROJECT NO. _____
 SHEET 1 OF 1
 DATE 07/15/2011
 SCALE 100
 MAP # _____

PROJECT MANAGER BOB DAVISON
 PHONE NUMBER 817-215-4704



© 2009 ATMOS ENERGY

Maps, drawings and electronic data (products) are created for the internal purposes of Atmos Energy with no implication of suitability or fitness for the internal use of the recipient. Atmos Energy will make good faith efforts to provide products that are free from error, but does not warrant the accuracy or quality of such products. The locations shown are approximations and are not intended to show exact locations. Products provided to other parties by Atmos Energy are for the internal use of the recipient, and the recipient agrees not to duplicate or distribute the products or any portion of the products to third parties without the prior written permission of Atmos Energy. The recipient further agrees to hold harmless and indemnify Atmos Energy against all claims, costs, expenses and damages resulting from or predicated upon strict liability for personal injuries, death, or property damage, or personal injury or property damage to the property provided hereunder.



EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: Tommy Ellerson
(Please Print)

Title: Mgr- Design Eng.
(Please Print)

Signature: Tommy Ellerson

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Burleson

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Johnson County Special Utility District

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: TERREY SEARS
(Please Print)

Title: UTILITY DESIGNER, Sr.
(Please Print)

Signature: [Handwritten Signature]

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Burleson

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Johnson County Special Utility District

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

EXHIBIT NUMBER 4
Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

Pathway Communications

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

AT&T Telephone Company

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

United Cooperative Services (Electric)

By: Jason T. Dillard
(Please Print)
Title: Field Engineering Supervisor
(Please Print)
Signature: Jason T. Dillard

Charter Communications

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

City of Burleson

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

Johnson County Special Utility District

By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

Other: _____
By: _____
(Please Print)
Title: _____
(Please Print)
Signature: _____

EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Burleson

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Johnson County Special Utility District

By: Ronnie Nichols
(Please Print)

Title: Operations Mgr
(Please Print)

Signature: Ronnie Nichols

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: ROBERT STRAWN
(Please Print)

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

Signature: Robert Strawn

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Burleson

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Johnson County Special Utility District

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

EXHIBIT NUMBER 4

Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

~~**Bethesda Water Supply Corporation**~~

~~By: _____
(Please Print)~~

~~Title: _____
(Please Print)~~

~~Signature: _____~~

COB
CCN -
Not
Needed

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: _____

GRUMPS

EXHIBIT NUMBER 4
Agreement/Acknowledgement of Public Utility Companies

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

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

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Bethesda Water Supply Corporation

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

United Cooperative Services (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Burleson

By: AARON RUSEU
(Please Print)

Title: PW DIRECTOR
(Please Print)

Signature: [Handwritten Signature]

Johnson County Special Utility District

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____