



April 12, 2021

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

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

Mr. Scheler,

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

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

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

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

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

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

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

Nothing herein shall be construed as a waiver of the City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the City by law. This provision shall survive termination or the consummation of the transaction contemplated herein.

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

Regards,

Bryan Langley  
City Manager

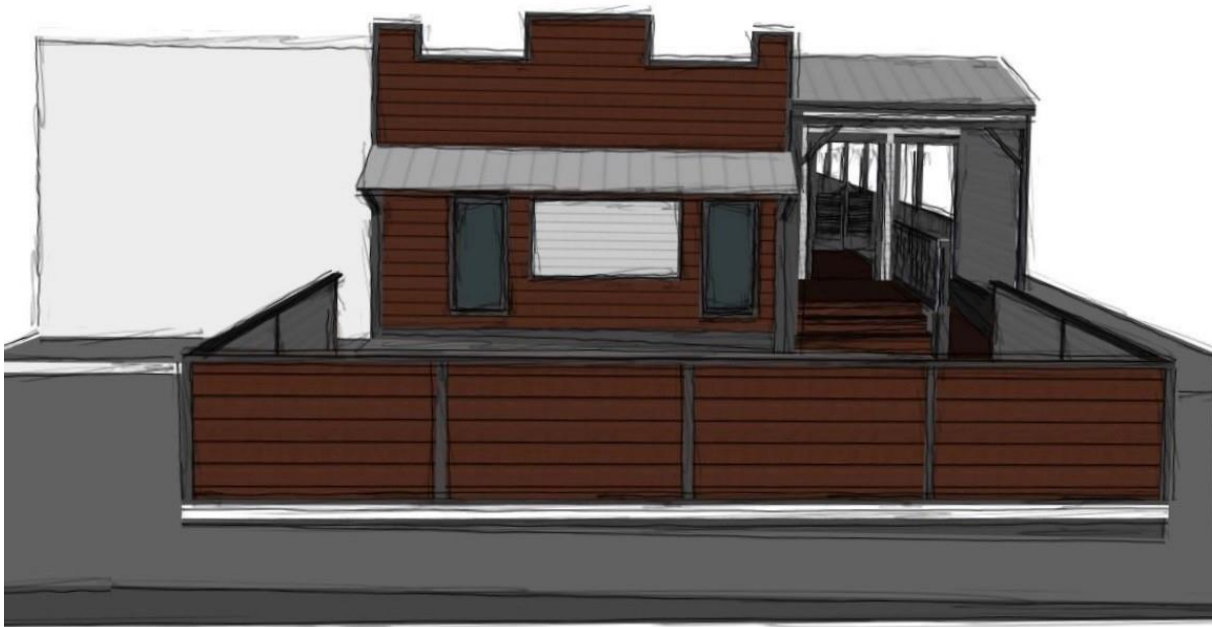
ATTACHMENTS:

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

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



**EXHIBIT B**  
Concept Sketch



**EXHIBIT C**

Acceptance of Letter Agreement by Spice Rack Grill

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

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

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

Name: Derek Scheler

Title: Owner

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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

[Notary Seal]

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