

APPLICATION

DATE: August 16, 2023

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: 135 & 139 West Ellison Street (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:
See attached page 3
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):
Vehicular (parking) and pedestrian traffic

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: Justin Bond, Member

Phone No.: 817-880-1220 cell

Signed: 

Phone No.: _____

Company: BTX Old Town LLC

Mailing Address: 236 East Ellison Street

Fax No.: _____

Burleson, TX 76028

Email: Justin@RADev.biz

THE STATE OF TEXAS

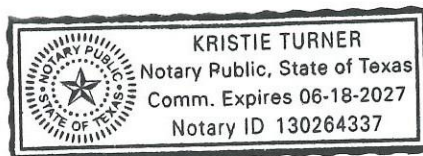
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COUNTY OF Johnson

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BEFORE ME, the undersigned authority, on this the 16 day of August, 2023 personally appeared Justin Bond, 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




Notary Public in and for the State of

My Commission Expires: 06/18/2027

**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 BTX Old Town LLC and BTX Condominium Association, 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

sidewalk dining, dedicated parking spaces, host private events, deliveries, temporary bollard removal, etc. See Application Attachment. 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. City or Utility, at its option, may repair or replace any City or Utility property damaged by Applicant or its agents, employees, invitees, contractors, or subcontractors, at Applicant's expenses and such payment shall be due upon Applicant's receipt of an invoice from City or Utility. Provided, however, that should City or Utility elect not to repair or replace any City or Utility property damaged by Applicant, Applicant shall repair any damage to City or Utility property caused by Applicant within a reasonable time. In addition, the following conditions shall apply:

- Applicant is made aware of and agrees that this easement and right-of-way use agreement is non-exclusive and is granted contingent upon superior pre-existing rights of other parties, including the City and Utilities. The rights of those parties shall not be infringed upon by any act or omission of Applicant. Applicant may not in any way impede or impair the ability of City or Utilities to access, install, repair, maintain, construct, or otherwise utilize in any capacity any area covered by this agreement, including any rights authorized by law. Applicant shall be responsible for any additional costs incurred by City or Utilities due to Applicant's failure to abide by this agreement.
- Applicant acknowledges and understands that Oncor maintains overhead and/or underground electrical facilities within the right of way. State law requires contacting **Dig Tess** by calling **811** for underground equipment to be located at least two (2) days before you dig. Dig Tess does not mark a precise location but is usually within four (4) feet of the actual location. Applicant agrees to exercise extreme caution with respect to such electrical facilities.
- Applicant shall bear all costs of tables, plants, and any other materials required including the cost of repair or replacement.
- All exit pathways, sidewalks and any public access routes shall remain unobstructed at all times.
- Additional measures for public safety for patrons, pedestrians and drivers in the area may be required by the City at any time.
- Applicant shall be responsible for addressing any issues of compliance with the TABC.
- Applicant shall clear the area of all debris and trash throughout the day and at the end of the day.
- Applicant shall be responsive to concerns expressed by business owners or property owners in the Old Town District.
- Applicant acknowledges that users of the public space are not required to be patrons of its restaurant.
- Applicant shall be responsible for removing and replacing the improvements, including the metal canopy, balconies, signs, lights, down spouts, awnings and decorative fencing, at its own expense in the event the City or any Franchise Utility needs perform replacement or maintenance on any existing infrastructure within the designated area.
- Applicant shall be responsible for any expense incurred by the City or any Franchise Utility for removal of any improvements, including the metal canopy, balconies, signs, lights, down spouts, awnings and decorative fencing, in the event of an emergency repair of the existing water line or any other existing public infrastructure within the designated area. Applicant agrees the City will not be responsible for any damage to the tables, chairs, and any other materials belonging to Applicant.
- Applicant agrees to obtain and maintain insurance in the following amounts at all times during the term of this Agreement: (i) Commercial General Liability \$1,000,000; (ii) Damage to Premises \$100,000; (iii) Medical \$1,000; (iv) Personal Injury \$1,000,000, (v) General Aggregate \$3,000,000; (vi) Excess Accident \$100,000 with a maximum \$50.00 deductible. Applicant is not required to obtain Automobile Liability insurance. Applicant shall provide certificates of insurance to City evidencing that Applicant has obtained all required insurance thirty (30) days prior to the start of each year of the agreement. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by City; and, such insurers shall be acceptable to City in terms of their financial strength and solvency. All policies shall be endorsed to name City as an additional insured. The insurance policies required by this Agreement shall cover all public risks related to Applicant's use of the easement/right- of-way. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless City approves such exclusions. All policies required above

shall be written on an occurrence basis. All policies shall be endorsed with a waiver of subrogation in favor of City. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Applicant's insurance policies. Notice shall be sent to City of Burleson, Attn: City Manager, 141 West Renfro, Burleson, Texas 76028-4261. City shall be entitled, upon its request and without incurring expense, to review Applicant's insurance policies including endorsements thereto and at City's discretion. Applicant may be required to provide proof of insurance premium payments. City shall not be responsible for the direct payment of any insurance premiums required by this Agreement. Any failure on part of City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

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. However, in an emergency, City or Utility shall have the right to immediately discontinue such activities and remove such improvements.

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 _____ day of _____, 20__.

CITY OF BURLESON:

By: _____

Printed Name: _____

Title: _____

APPLICANT:

By:  _____

Printed Name: Justin Bond _____

Title: Member _____

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 _____, 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 _____, 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 _____ 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 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: _____

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 _____, 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: _____

ROW SHARED USE AGREEMENT

BTX OLD TOWN LLC / BTX CONDOMINIUM ASSOCIATION

ORIGINAL TOWN OF BURLESON, BLOCK 13

APPLICATION – QUESTION 2

BTX Old Town, LLC and BTX Condominium Association, Inc., on behalf of the owners and tenants ("the Users") in 135 W. Ellison St. and 139 W. Ellison St. ("the Buildings"), requests right of way joint use for areas indicated on EXHIBIT 2 ("the Shared Area") for the following proposed uses:

1. Specialized use of the Shared Area "A" for pedestrian and public purposes for a temporary period of time with a 48-hour notice from BTX Condominium Association point of contact to City of Burleson point of contact, which may include hosting of private events near the Buildings inside the Shared Area "A" adhering to applicable standards and regulations. These rights do not extend to Shared Area "B" and Shared Area "C" as shown on the Exhibit.
2. Regular use of the Shared Area "A" for pedestrian and private purposes (dining, event, etc.) for an undefined period of time.
 - a. Seating for sidewalk dining tables / outdoor use for Users in Shared Area "A" adjacent to Mayor Vera Calvin Plaza.
 - b. Open access to the entirety of the Shared Area is not to be inhibited by City activities or use.
 - c. These rights do not extend to Shared Area "B" and Shared Area "C" as shown on the Exhibit.

EXHIBIT NUMBER 1

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

See attached Page 7

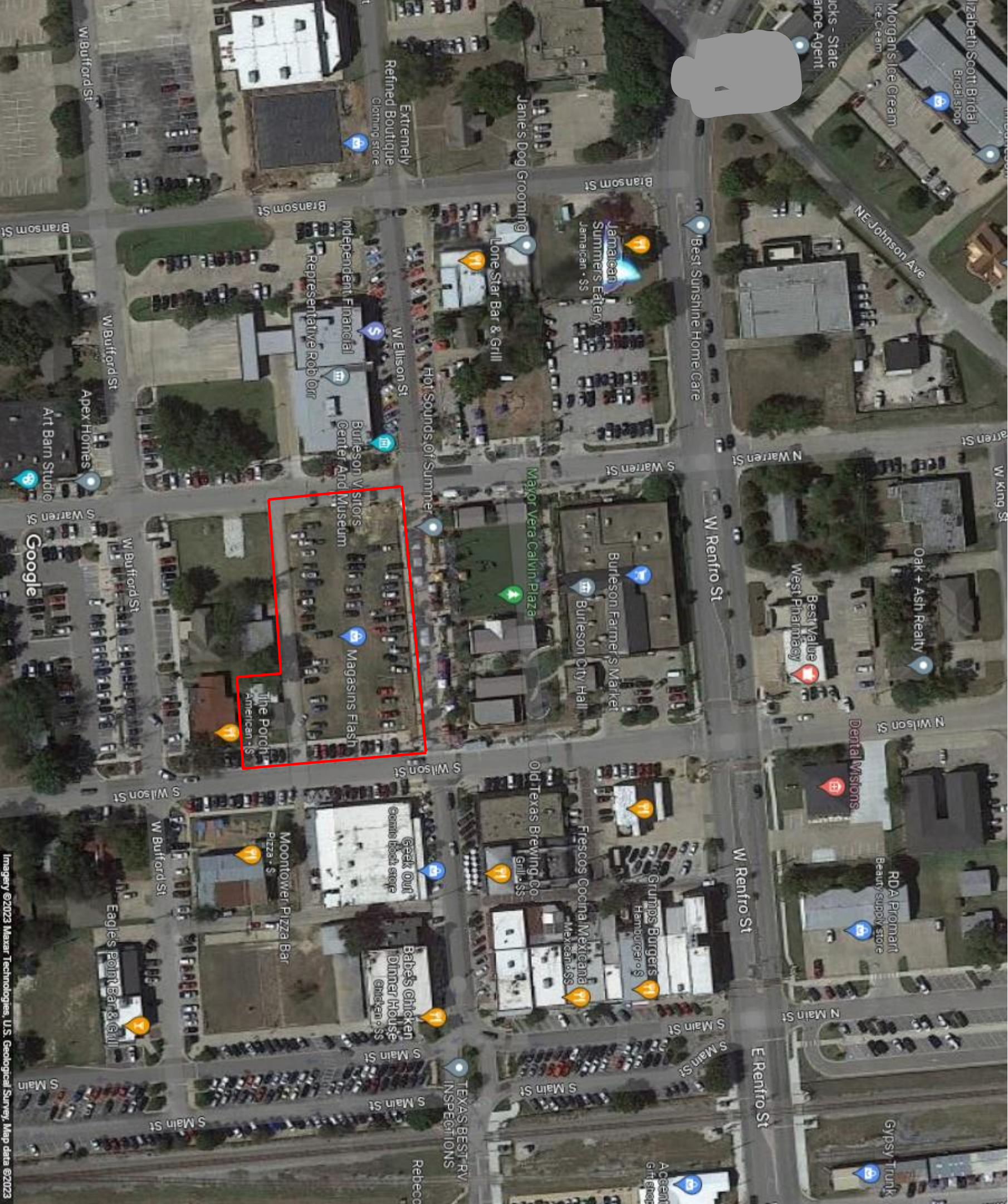


EXHIBIT NUMBER 2

Graphic and/or Metes and Bounds Description of Proposed Easement/Right-of-Way Use Area

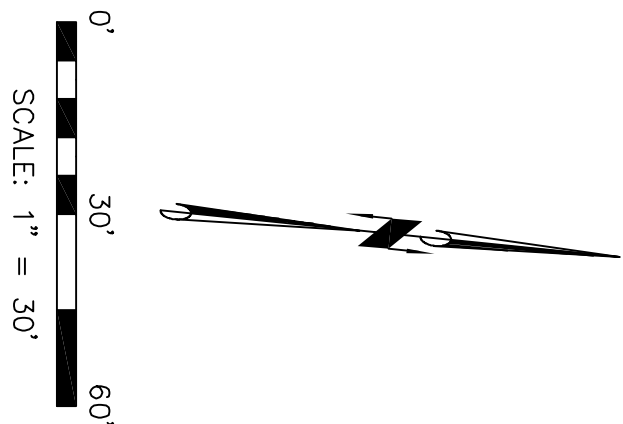
Show surrounding area to the nearest streets in all directions, abutting lots, the block(s) in which the portion of the utility easement/drainage easement/right-of-way sought to be the subject of joint use agreement is situated, and the addition or additions in which the portion of the easement/right-of-way 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.

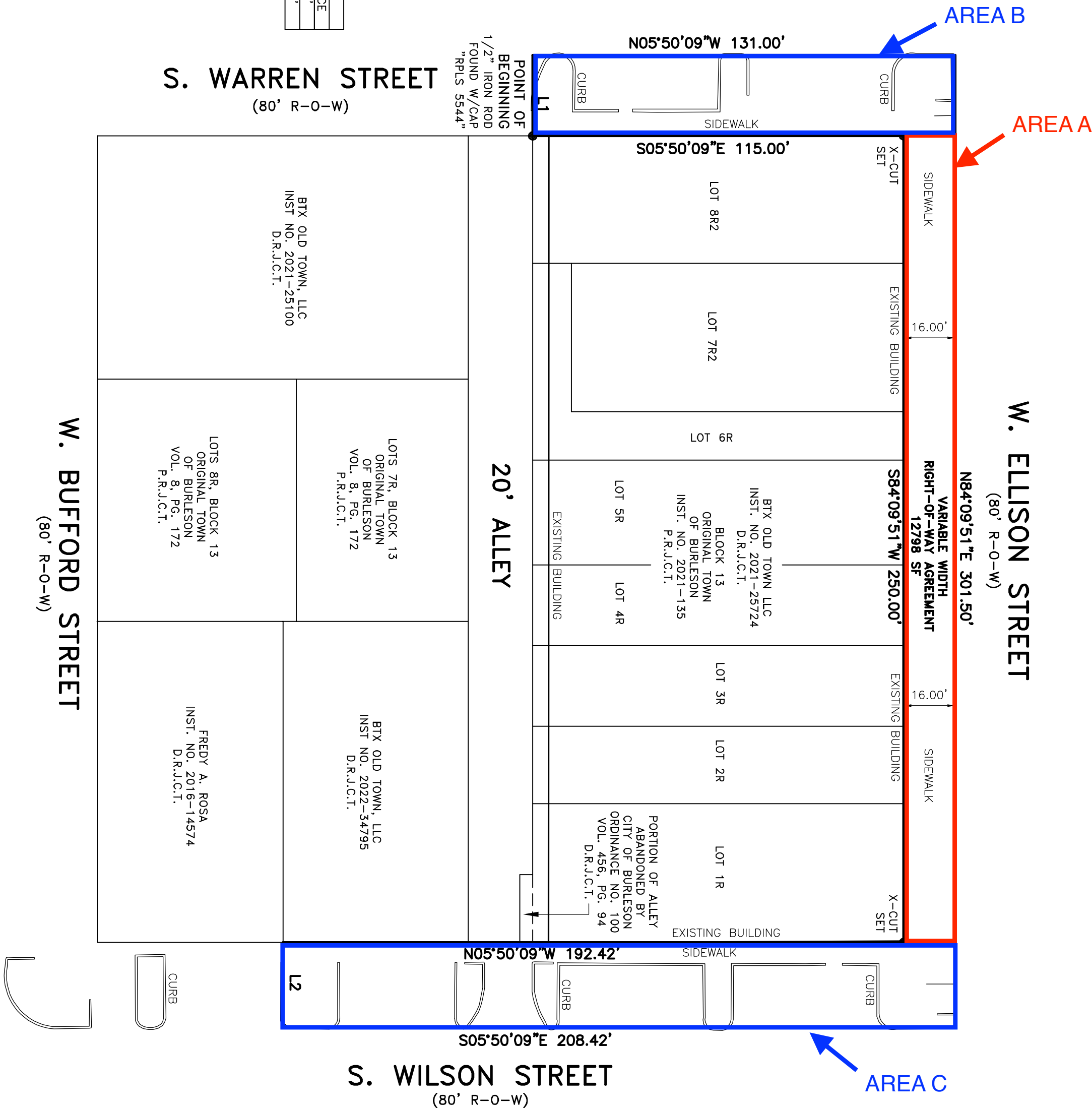
See attached page 9

EXHIBIT NUMBER 2

Graphic and / or Metes and Bounds Description of Proposed Easement / Right of Way Use Area



LINE TABLE	
LINE	DISTANCE
L1	S84°09'51"W 25.00'
L2	S84°09'51"W 26.50'



LEGAL DESCRIPTION

THAT PLAT RECORDED IN INSTRUMENT NO. 2021-133, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.C.T.), AND BEINGMORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: A TRACT OF LAND SITUATED IN THE J.W. HENDERSON SURVEY, ABSTRACT NO. 376, JOHNSON COUNTY, TEXAS, BEING A PORTION OF SOUTH WARREN STREET (80' R-O-W-), WEST ELLISON STREET (80' R-O-W-) AND SOUTH WILSON STREET (80' R-O-W-), ORIGINAL TOWN OF BURLISON, ACCORDING TO

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPS 5544" AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WARREN STREET (80' R-O-W) AND THE NORTHERLY RIGHT-OF-WAY LINE OF A 20' ALLEY FOR THE MOST SOUTHWESTERLY CORNER OF LOT 8R2, BLOCK 13 OF SAID PLAT;

THENCE LEAVING SAID INTERSECTION S 84°09'51" W, A DISTANCE OF 25.00 FEET TO A POINT;

THENCE N 05°50'09" W, A DISTANCE OF 131.00 FEET TO A POINT;

THENCE N 84°09'51" E, A DISTANCE OF 301.50 FEET TO A POINT;

THENCE S 05°50'09" E, A DISTANCE OF 208.42 FEET TO A POINT;

THENCE S 84°09'51" W, A DISTANCE OF 26.50 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY

LAND COMVEYED TO FREDY A. ROSA, IN THAT DEED RECORDED IN INSTRUMENT NO. 2016-614574, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.C.T.), AND FOR THE SOUTHEASTELY CORNER OF A TRACT OF LAND COMVEYED TO BITX OLD TOWN, LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-34795, D.R.C.T.;

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 13 N 05°50'09" W, A DISTANCE OF 192.42 FEET TO AN X-CUT FOUND AT THE INTERSECTION OF SAID SOUTH WILSON STREET AND SAID WEST ELLISON STREET AND FOR THE NORTHEAST CORNER OF LOT 1R, BLOCK 13;

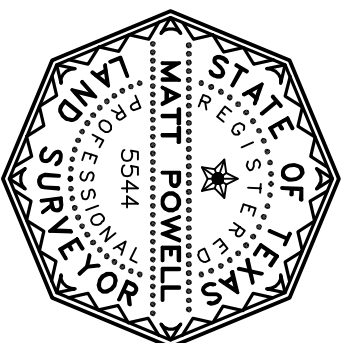
THENCE ALONG THE NORTH LINE OF SAID BLOCK 13 S 84°09'51" W, A DISTANCE OF 250.00 FEET TO AN X-CUT FOUND AT THE INTERSECTION OF SAID WEST ELLISON STREET AND SOUTH WARREN STREET FOR THE NORTHWEST CORNER OF SAID BLOCK 13;

THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 13 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH WARREN STREET S 05°50'09" E, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 12798 SQUARE FEET OF LAND MORE OR LESS.

NOTE:

THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD THAT MAY AFFECT THE SUBJECT PROPERTY.

PREPARED BY ME OR UNDER MY DIRECTION.



MATT POWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544
DATED: 06/05/23

DATED: 06/05/23

AN EXHIBIT SHOWING A

VARIABLE WIDTH

RIGHT-OF-WAY AGREEMENT

CITY OF BURLESON, JOHNSON COUNTY, TEXAS



SURVEYOR:

Copyright © 2023 by DFW Geodesy, Inc.

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.



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.

EXHIBIT NUMBER 3 (2)

Section / Detail of Improvements with Profile View



ELLISON ST BUILDING ROW USE AGREEMENT



ELLISON ST BUILDING ROW USE AGREEMENT



ELLISON ST BUILDING ROW USE AGREEMENT



ELLISON ST BUILDING ROW USE AGREEMENT



ELLISON ST BUILDING ROW USE AGREEMENT



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) 1R - 8R2, Block(s) 2 of the Ellison Street Project Addition to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 135 & 139 West Ellison Street

Oncor Electric Delivery (Electric)

By: Ally Betancur
(Please Print) Right-of-way

Title: Property Management Analyst
(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: _____

EXHIBIT NUMBER 4

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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) 1R - 8R2, Block(s) 2 of the Ellison Street Project Addition to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 135 & 139 West Ellison Street

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: Randall Morris
(Please Print)

Title: Senior Outside Plant Engineer
(Please Print)

Signature: Randall Morris

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: _____

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Street name/address (if applicable): 135 & 139 West Ellison Street

Oncor Electric Delivery (Electric)

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Pathway Communications

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy (Gas)

By: Jason Gilson
(Please Print)

Title: Project Specialist
(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: _____

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(Please Print)

Title: _____
(Please Print)

Signature: _____

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Street name/address (if applicable): 135 & 139 West Ellison Street

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: Steve Siever
(Please Print)

Title: General Manager
(Please Print)

Signature: [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: _____

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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: Ray A. Garcia
(Please Print)

Title: Sr. Specialist - Engineer/ROW
(Please Print)

Signature: Ray A. Garcia

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(s) 1R - 8R2, Block(s) 2 of the Ellison Street Project Addition to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 135 & 139 West Ellison Street

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: Wesley Burton
(Please Print)

Title: Sr. Field Engineer
(Please Print)

Signature: Wesley Burton

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(s) 1R - 8R2, Block(s) 2 of the Ellison Street Project Addition to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 135 & 139 West Ellison Street

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: Chris Snyder
(Please Print)

Title: Regional Vice President
(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(s) 1R - 8R2, Block(s) 2 of the Ellison Street Project Addition to the City of Burleson, Johnson County, Texas.

Street name/address (if applicable): 135 & 139 West Ellison Street

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: Dana Collier
(Please Print)

Title: Deputy GM
(Please Print)

Signature: Dana Collier

Other: _____

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____