

City of Burnet City Council



Item Brief

Meeting Date

August 26, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-65: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A RIGHTS-OF-WAY LICENSE AGREEMENT WITH SEVEN05 INVESTMENTS, LLC FOR PROPERTY LOCATED AT 101 EAST JACKSON STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

Information

The property owner of 101 East Jackson Street, Seven05 Investments, LLC, has requested to place columns, to support a balcony and fire escape stairway, within the city's public sidewalk, in front of the building and along the side of the building. Plans for the installation of the columns and stairway have been reviewed and approved by city staff and the city's contracted building officials. Staff have confirmed that the placement of the columns and stairway will not interfere with ADA access on the public sidewalk.

Additionally, the property owner is requesting to install the city's 'Stop' sign on one of the proposed columns.

If approved, the City Manager would be authorized to execute a "Rights-of-Way License Agreement" with Seven05 Investments, LLC. The agreement allows the applicant to install and maintain the columns and fire escape stairway and within the public rights-of-way, to include the 'Stop' sign on the column and be held responsible for any damages to the ROW or any public utility infrastructure should they occur.

Fiscal Impact

There will be a one-time permitting fee of \$250.00 for working in the rights-of-way.

Recommendation

Staff recommends the approval of the "Rights-of-Way License Agreement" and Resolution R2025-65 as presented.

RESOLUTION NO. R2025-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A RIGHTS-OF-WAY LICENSE AGREEMENT WITH SEVEN05 INVESTMENTS, LLC FOR PROPERTY LOCATED AT 101 EAST JACKSON STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the property owner of 101 East Jackson Street, Seven05 Investments, LLC, has requested to place columns, to support a balcony and fire exit, within the city's public sidewalk, in front of the building and along the side of the building; and

WHEREAS, City staff have no objections to the placement of the columns and fire escape stairway as proposed; provided that ADA accessibility is maintained and certain public health, safety, and welfare precautions are addressed; and

WHEREAS, City staff have no objections to the placement of the 'Stop' sign on the proposed columns provided that the Licensee is to install and maintain such sign to city standards; and

WHEREAS, City Council deems it appropriate to offer a Rights-of-Way License Agreement giving permission for the placement of the columns, fire escape stairway, and 'Stop' sign subject to certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AS FOLLOWS:

Section One. Findings. The recitals set out above are hereby approved and incorporated herein for all purposes.

Section Two. Approval. The Rights-of-Way License Agreement attached hereto is hereby approved.

Section Three. Authorization. The City Manager is authorized and directed to take those actions that are reasonably necessary to facilitate the purpose of this Resolution.

Section Four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section Five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED on this the 26th day of August 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

RIGHTS-OF-WAY LICENSE AGREEMENT

DATE: _____

LICENSOR: City of Burnet, P. O. 1369, 1001 Buchanan Drive, Suite 4, Burnet, Burnet County, Texas 78611.

LICENSEE: Seven 05 Investments, LLC, PO Box 610, Burnet, Burnet County, Texas 78611.

CONSIDERATION: Ten and no/100 Dollars and other good and valuable consideration, including the Licensee performance of its obligations under this agreement.

Licensed Property: A certain area of the public right-of-way at 101 East Jackson Street, as more fully depicted on the map attached as Exhibit "A".

RECITALS

WHEREAS, Licensee is the owner of the improved property located at 101 East Jackson Street ("*Licensee's Property*"); and

WHEREAS, Licensee desires to install a balcony, and stairway at Licensee's Property ("*the Project*"); and

WHEREAS, Licensee seeks this license to allow the installation of eight (8) columns to support the balcony; and

WHEREAS, Licensee seeks this license to allow the installation of a fire escape stairway; and

WHEREAS, Licensee seeks this license to install and maintain a 'Stop' sign on the column; and

WHEREAS, Licensor is willing to grant this license under the terms and conditions of this Agreement.

GRANT OF LICENSE; TERMS AND CONDITIONS

NOW THEREFORE, Licensor, for good and valuable consideration, gives permission to Licensee to install, operate, and maintain eight (8) balcony columns, the fire escape stairway, and the 'Stop' sign, on the Licensed Property, subject to the following:

- (1) The License is non-exclusive and revocable as provided herein.
- (2) Licensee agrees to apply for and obtain a Right-of-Way permit from the Licensor's Development Services Department for the Project.
- (3) Licensee agrees to comply with all federal, state and local laws, construction and safety codes, and other regulations in the construction and maintenance of the Project.
- (4) Licensee agrees to comply with all applicable requirements of Chapter 118 Article X (entitled "*Historic Preservation*") in respect to the design, construction and maintenance of the Project; and
- (5) Licensee agrees to install the base of each column at such location, and within such dimensions, within the public-rights-of-way as shown on **Exhibit "B"**.
- (6) Licensee agrees to maintain the Project in good condition, fit for its intended purposes, and with due regard for public safety and convenience.

- (7) Licensee is responsible for ensuring the sidewalk remains ADA compliant during the life of the encroachment on the Licensed Property.
- (8) Licensee agrees that Licenser may remove the Project from the public right-of-way at Licensee's expense should a qualified building inspector, hired or contracted by Licenser determines the Project to be hazardous to public safety. This authority shall be subject to the conditions that follows:
 - (a) Should the building inspector determine the Project's threat to public safety is not imminent Licensee shall have a reasonable time to cure the defect causing such threat.
 - (b) Should the building inspector determine the Project's threat to public safety is imminent Licenser may summarily remove the Project from the public right-of-way.
- (9) Licensee agrees to indemnify, hold harmless and defend the Licenser, its officers and employees from and against any claims or liability which may be incurred by reason of any act or omission of the Licensee, its agents or contractors in connection with the Licensee's use of the Licensed Property.
- (10) Licensee shall maintain commercial property insurance and commercial general liability insurance, including contractual liability insurance coverage, covering Licensee's Property including the Project, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage, naming City as additional insured.
- (11) Licenser reserves for itself, and all public utilities authorized to use the public rights-of-way, to use the Licensed Property for right-of-way and public utility purposes, including those uses that involve excavation, trenching, pole and wire placement, or other activities that affect the Project. Licenser and the authorized utilities will endeavor to notify the Licensee in advance of any construction or maintenance activities, but they make no commitment to do so.
- (12) This Licensee is equivalent to Licenser's permission to Licensee to use the Licensed Property for the purposes, and under the conditions, described in this Agreement. It is understood and agreed by the Parties that no interest whatsoever in the Licensed Property has in any way been conferred to Licensee under this Agreement. Within that context the Parties agree that Licenser may terminate this Agreement and revoke the License granted hereunder as follows:
 - (a) Public safety hazard: Should the Project become hazardous to public safety this Agreement may be terminated, and the License be revoked pursuant to the provisions of Section (6) herein.
 - (b) Other breaches of this Agreement: Should Licensee's violation of this Agreement be of such nature that it is not considered a public safety hazard Licenser may terminate and revoke this License Agreement for s Licensee's failure to cure such the violation within 10 days after the Licenser gives the Licensee written notice of the violation. Upon such termination and revocation Licensee shall remove the Project from the public rights-of-way at its sole costs. Should Licensee fail to

remove the Project from the public rights-of-way within 30 days of receipt of the termination notice Licensors shall have the right to remove the Project from the public-rights-of-way and assess the costs to Licensee.

- (c) Termination without cause: Licensors may terminate this agreement for any other reason. Licensors shall endeavor to provide Licensee with reasonable notice prior to such termination but is under no legal obligation to do so. Upon such termination and revocation Licensee shall remove the Project from the public rights-of-way at its sole costs. Should Licensee fail to remove the Project from the public rights-of-way within 30 days of receipt of the termination notice Licensors shall have the right to remove the Project from the public-rights-of-way and assess the costs to Licensee. Notwithstanding the preceding sentence, upon a finding by city council that exigent circumstances warrant the immediate removal of the Project, Licensors's right to remove the Project from the public-rights-of-way and assess the costs to Licensee shall take immediate effect after such finding.
 - (d) Licensee's Property shall be liened for any costs incurred by Licensors in the enforcement of this Agreement that is not paid by Licensee within thirty days of demand for such payment.
- (13) This document constitutes the entire agreement between Licensors and Licensee on the License granted hereunder, and it may be amended only by written instrument executed by both parties.
 - (14) This Agreement is binding on the Parties and their successors and assigns, and it shall run with the title to the Licensee Property.
 - (15) Exclusive venue for any legal dispute under this agreement is in the state court in Burnet County. This Agreement shall be enforced under the laws of Texas.

LICENSOR
City of Burnet

LICENSEE

By: _____
David Vaughn, City Manager

By: _____
Brandon Krause, Seven 05 Investments, LLC

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the ____ day of _____, _____ by David Vaughn, known personally to me to be the person whose name is subscribed to this instrument, as City Manager, on behalf of the City of Burnet, Texas.

Notary Seal

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the ____ day of _____, _____
by Brandon Krause, known personally to me to be the person whose name is subscribed to this
instrument, as _____, on behalf of _____.

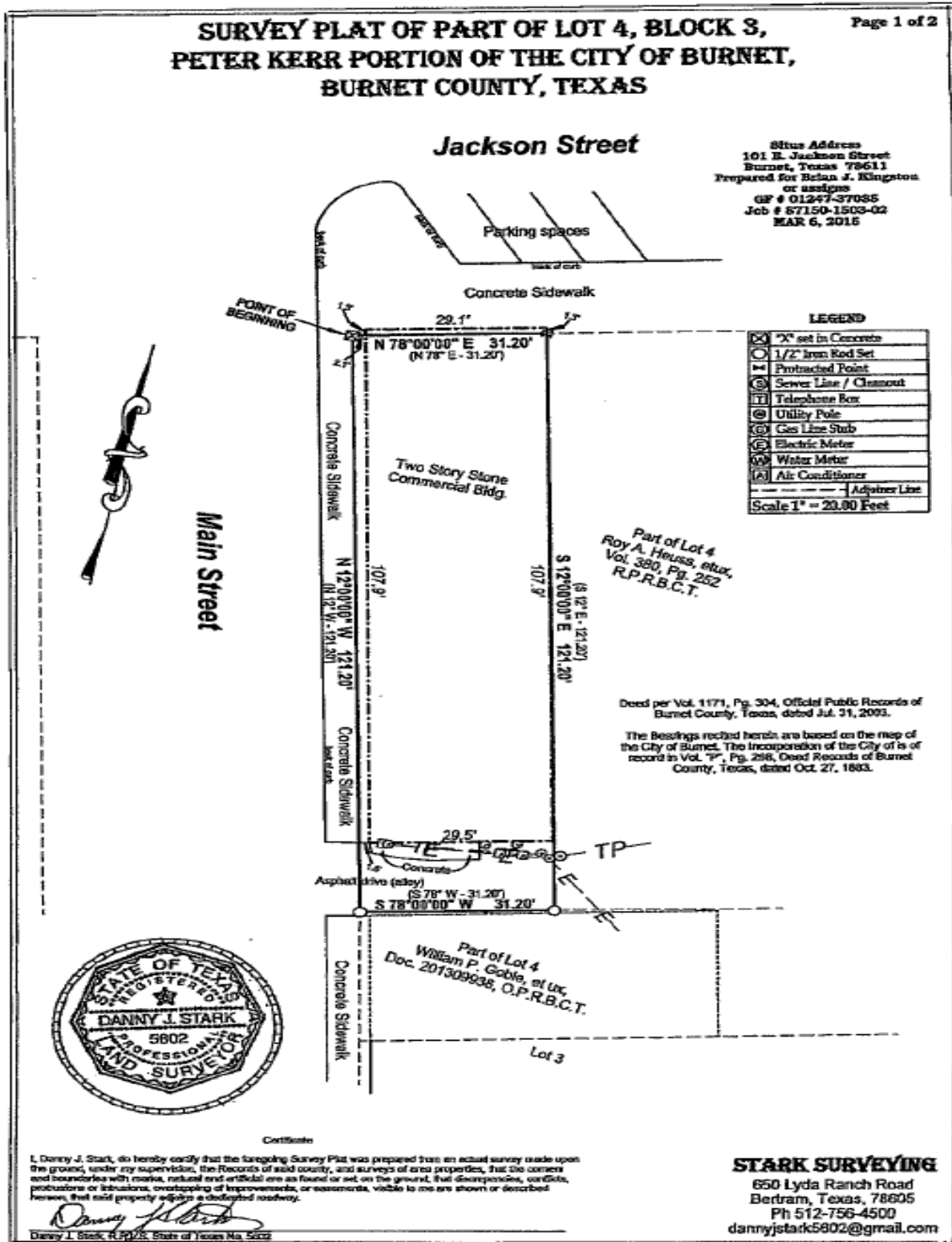
Notary Seal

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BURNET

Exhibit "A"
Licensed Property



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