



P.O. Box 369 (Mail)  
303 E. Pecan Dr. (Physical)  
Johnson City, TX 78636  
830 868 7111 (Phone)  
830 868 7718 (Fax)

## ENCROACHMENT LICENSE APPLICATION INSTRUCTIONS

1. To apply for an Encroachment License from the City of Johnson City, an Applicant must complete and submit the following:
  - a. An original and signed application form, and required documents; and
  - b. Payment of a non-refundable application fee as set by the City of Johnson City in its Master Fee Schedule.
2. For a mobile food vendor, an Applicant seeking use of an easement or right-of-way for a mobile food unit, must possess at the time of the application a "Conditional Use Permit", approved and issued by the City Council of the City, for use of an easement or right-of-way for a mobile food unit. An Applicant may apply for both a Conditional Use Permit and an Encroachment License at the same time. An application form for a Conditional Use Permit is available from the City.
3. An application and documents must be submitted to the City at the address indicated above.
4. An application shall be reviewed by the Development Services Department of the City. Please allow approximately seven to ten business days for review.
5. If approved, the Director of Public Works shall notify the Applicant of his required signature for the Encroachment License Agreement. Upon execution of the Agreement by the City and the Applicant, the License Agreement shall issue.
6. Denial of an application for an Encroachment License may be appealed to the City of Johnson City Chief Administrative Officer whose decision is final.
7. The Encroachment License Agreement must be available and produced on request by the City.
8. An Encroachment License is valid for one year from date of issuance and is renewed annually upon compliance review and payment of the annual application fee.

Application Date: 02/08/2024



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## ENCROACHMENT LICENSE APPLICATION FORM

To apply for an Encroachment License from the City of Johnson City, an Applicant must complete and submit the following information and documents:

1. Applicant Information:

Name: Bart & Debbie Burkhard (Old Annex Office Solutions)

Address: PO Box 2236, Johnson City, TX 78636

Phone: 830-396-9011

Email: oldannexofficesolutions@gmail.com

2. Physical address of easement or right-of-way:  
200 N Ave G, Johnson City, TX 78636

3. Legal description of easement or right-of-way. Attach as separate page and labeled Exhibit "A". Include physical address, and legal description (metes and bounds) described as follows:

"Being that portion of that certain public utility easement or right-of-way situated in \_\_\_\_\_ Addition/Survey to the City of Johnson City, Blanco County, Texas, and being more particularly described by metes and bounds as follows: (Legal Description follows)."

4. Purpose and Nature of Encroachment. Describe why you are requesting permission to place an encroachment upon the City's easement or right-of-way; ex: building, parking, decks, signs, retaining wall, fence, driveway, piers, footings, etc.  
Formal recognition of the historical operating boundaries of the Old Annex complex, affecting its front porch, front wall, HVAC utilities, retaining wall, and side entries.

5. Graphic description and dimensions of nature of the encroachment. Attach as separate page and labeled as Exhibit "B". This drawing shall include a north arrow and indicate the purpose of the encroachment. A detailed and/or cross section drawing of the improvement(s) may be requested by city staff.

6. For a mobile food vendor, an Applicant seeking use of an easement or right-of-way for a mobile food unit, copy of the "Conditional Use Permit" issued by the City Council of the City approving use of the mobile food unit on the property. An applicant may apply for both a Conditional Use Permit and an Encroachment License at the same time.

7. Signed original of "Utility Consent to Encroachment" form as contained in Attachment No. 1 for a request involving a utility easement.
8. On approval and within ten days after Encroachment License Agreement signed, Homeowner's Insurance Certificate, or Certificate of General Liability insurance policy containing the following:
  - a) Minimum coverage: Residential: \$300,000; Commercial: \$1,000,000; and
  - b) Notice of policy cancellation to City two weeks prior to cancellation.
9. Payment of a non-refundable application fee as set by the City of Johnson City in its Master Fee Schedule.

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### Applicant Affidavit and Signature

I have read and fully understand the requirements for application of a City of Johnson City's Encroachment License. I understand that this Encroachment License Agreement Application constitutes a government document.

The License Application Fee (for the City's Fee Schedule and Code regulations, please refer to [www.johnsoncitytx.org](http://www.johnsoncitytx.org).) is included with this Encroachment License Application. I understand that the purpose of this fee is to process my application and that this fee is non-refundable, whether or not I am granted an Encroachment License by the City.

Further, I swear or affirm that I have the authority to make the foregoing application and to enter into an Encroachment License Agreement if approved, and that the information that I have provided herein is true and correct to the best of my knowledge.

SUBMITTED THIS 8th DAY OF February, 2024.

**Bart Burkhard**

\_\_\_\_\_  
Applicant Name Please print.

*Bart Burkhard*

\_\_\_\_\_  
Applicant Signature

**UTILITY CONSENT TO ENCROACHMENT OF UTILITY EASEMENT**

Applicant may indicate a listed company as "not applicable" where there is no utility easement in the requested easement or right-of-way area for that company.

"The undersigned, on behalf of the public utility company using or entitled to use under the terms and provisions of our respective franchise with the City of Johnson City, is authorized and does hereby consent to the encroachment and joint use of the described portion of such easement or right-of-way requested in this Application for encroachment."

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**PEDERNALES ELECTRIC COOPERATIVE**

Name and Title \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

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

---

**GAS COMPANY**

Name and Title \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

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

---

**PHONE COMPANY**

Name and Title \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

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

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**INTERNET and/or WIRELESS COMPANY**

Name and Title \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

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

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**CITY OF JOHNSON CITY**

Name and Title \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

**FOR OFFICE USE ONLY**

**APPLICATION CHECKLIST** Initial to indicate receipt.

- Completed, signed Application.
- N/A Power of Attorney (if applicable).
- Exhibit "A": Legal description of easement or right-of-way.
- Exhibit "B": Graphic description and dimensions of nature of the encroachment.
- N/A Attachment No. 1: Utility Consent to Encroachment of Utility Easement.
- N/A Conditional Use Permit (for a mobile food vendor seeking use of easement or right-of-way for a mobile food unit.
- Proof of insurance. On approval and within ten days after Encroachment License Agreement signed.
- Application fee.

**APPLICATION REVIEW PROCESS AND DECISION**

Date Application Submitted:

2/18/24

Fee Paid and Amount:

will pay fee + provide proof of insurance upon approval by City Council.

Date of Approval:

License(s) Issued:

License Expiration Date(s):

Date of Denial:

Reason(s) for Denial:

Date of Appeal (if taken):

Decision on Appeal:

By City Representative:

Printed Name

Title

Signature

## ENCROACHMENT LICENSE AND AGREEMENT

This Encroachment License and Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, ("Effective Date") by and between the City of Johnson City, Texas, a Type A municipal corporation as Licensor ("City"), and \_\_\_\_\_ ("Licensee"), individually "Party", collectively "the Parties", acting by and through their respective duly authorized officials.

**In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:**

- I. License and Premises.** City grants Licensee a License for the use of an easement or right-of-way situated in the City of Johnson City physically and legally described in Exhibit "A", attached hereto and incorporated herein and for all purposes, and hereinafter referred to as the "Premises". This License does not grant to Licensee the authority to use any area beyond the Premises.
- II. Purpose and Use.** Licensee accepts the License and agrees to use the Premises for the specific purpose(s) described in Exhibit "B", attached hereto and incorporated herein and for all purposes.
- III. Terms and Conditions of License Use by Licensee.**
  - A. Maintenance and Removal.** Licensee shall:
    - a. Maintain in good condition all of the Premises and improvements, if any;
    - b. Reimburse the City for costs of maintenance of the Premises if City performs such;
    - c. Arrange for all activities and improvements on the Premises to be discontinued and/or removed at Licensee's expense within thirty (30) days of termination; and
    - d. Not seek compensation from the City for loss of value to improvements or loss of profits when required to remove improvements or to discontinue use.
  - B. Insurance.**
    1. Licensee, at its sole expense, shall maintain on the Premises insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City.
    2. Such insurance shall remain in effect during the full term of this Agreement and during removal of improvements and restoration of the Premises on termination of the Agreement.
    3. The Licensee shall provide proof of insurance within ten days after execution of this Agreement and shall provide proof of insurance annually on the anniversary date of renewal during the term of this Agreement.
    4. All policies shall include the City as an "Additional Insured".

5. Such insurance will not be cancelled or altered except after thirty (30) days written notice to the City.
6. Licensee shall immediately advise City of any claim or litigation that may result in liability to City.

**C. Hazardous Substance.** Licensee shall not store or dispose on the Premises, nor transport to or over the Premises any hazardous substance. Licensee represents and warrants that its use of the Premises will not generate any hazardous substance.

**D. Lawful Use.** Licensee shall use the Premises in accordance with all Federal and State Laws, and Municipal Ordinances, Codes and Regulations.

#### **IV. License Only; Right of Entry.**

**A. License Only.** This Agreement creates only a License for the limited purposes permitted herein and subject to the terms and conditions set forth for use by Licensee. This License does not confer on Licensee nor does Licensee acquire any leasehold or other real property interest in the Premises.

**B. Right of Entry.** City reserves the right to enter upon the Premises at any time for the purpose of installing or maintaining improvements necessary for the public's health, welfare, and safety, or for any other public purpose.

*Discussed*

**V. Term; Automatic Renewal.** This Agreement is effective on the Effective Date for a term of one year, unless terminated by the City or the Licensee as provided herein. This Agreement automatically renews on the anniversary date of the Effective Date pending City approval following review by the City of Licensee compliance with the Agreement, and payment of the City's annual application fee by Licensee.

#### **VI. Termination.**

**A.** This Agreement may be terminated:

- i. By either Party at any time prior to the expiration of the License term by giving ten (10) days written notice to the other party; or
- ii. By the City automatically if the City Council determines that use of the Premises is necessary for any other public purpose, including electric, water, sewer, drainage, communication.

**B.** Licensee shall restore the Premises to its original state existing as of the Effective Date, reasonable wear and tear excepted, upon termination of this Agreement.

#### **VII. Default; Cure; Damages and Remedies upon Default.**

**A.** Either of the following shall constitute an Act of Default, failure by Licensee to:

- i. Pay the annual application fee;
- ii. Maintain required insurance;
- iii. Comply with the terms and obligations of this Agreement; or

iv. Use the Premises for the purposes permitted herein.

- B. Upon an Act of Default, City shall provide written notice of default to Licensee and a thirty-day opportunity to cure. Failure to cure shall terminate the Agreement.
- C. City shall be entitled to collect from Licensee damages including fees and expenses incurred by City in pursuing its remedies provided by law. Remedies include removal of and assessment of a lien on Licensee's property or improvements for costs of removal incurred by the City.

**VIII. Notices.** Notices required under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage pre-paid, addressed:

To Licensor-City  
City of Johnson City  
City Secretary  
P.O. Box 369  
Johnson City, TX 78636

To Licensee:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. INDEMNIFICATION.**

**LICENSEE SHALL, AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, OR COSTS, INCLUDING ATTORNEY'S FEES, FOR PROPERTY DAMAGE OR LOSS, AND/OR PERSONAL INJURY, INCLUDING DEATH, ARISING OUT OF OR RELATED TO ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR TRESPASSERS ON THE ENCROACHMENT PREMISES OR IN PERFORMANCE OF USES GRANTED UNDER THIS LICENSE; AND WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED CONTRIBUTORY NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS; AND THAT LICENSEE SHALL DEFEND AND PROTECT CITY WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. LICENSEE SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND MADE AGAINST CITY OR LICENSEE.**

- X. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the Parties and may not be modified except in writing executed by both Parties.
- XI. Assignment; Sublease.** Licensee may not assign this Agreement or sublease the Premises without the prior written consent of the City.
- XII. Governing Law, Interpretation and Severability.** This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Blanco County, Texas. In the event of any dispute, it shall not be construed for or against either party that such party did or did not author the Agreement. The invalidity or illegality of any provision of this Agreement shall not affect the remaining provisions.



**XIII. Authority.** The signer of this Agreement for Licensee hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Licensee and that he or she has had full opportunity to read the contents hereof and to seek its review by legal counsel.

*Signature page follows.*

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Agreement individually, or by their duly authorized agents, as of the dates indicated below.

**LICENSOR:**

City of Johnson City,  
a Texas Type A Municipal Corporation

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

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

**LICENSEE:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# HAMBRIGHT LAND SURVEYING

P.O. BOX 1226  
JOHNSON CITY, TEXAS 78636

PHONE: (830) 868-2574  
TEXAS FIRM NO. 100587-00

# Exhibit A

OCTOBER 4, 2022, JOB NO. 022-230, FIELD NOTE NO. 022-230, PROJECT: 0.501 ACRE

## FIELD NOTES

A DESCRIPTION OF A 0.501 ACRE TRACT OF LAND BEING ALL OF TRACT 1 AND ALL OF TRACT 2 DESCRIBED IN DOCUMENT NO. 191622 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SITUATED IN THE JAMES FENTRESS SURVEY NO. 171, ABSTRACT NO. 193. BEING A PORTION OF LOT 4, BLOCK 6 AND BEING ALL OF LOT 5, BLOCK 6 OF THE CITY OF JOHNSON CITY, SHOWN BY PLAT RECORDED IN VOLUME 4, PAGE 117 OF THE DEED RECORDS OF SAID COUNTY, SAID 0.501 AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at a 60d nail set in a 30" Hackberry Tree for the northeast corner of said 0.501 acre, being the northeast corner of said Lot 5, Block 6, being the southeast corner of that certain tract of land described in Document No. 224265 of the Official Public Records of said County and being in the west line of Avenue F;

THENCE along the east line of said 0.501 acre, being the east line of said Lot 5, Block 6 and being the west line of said Avenue F, S00°00'00"W, 92.57 feet to a ½ inch iron rod set for the southeast corner of said 0.501 acre, being the southeast corner of said Lot 5, Block 6 and being in the north line of Pecan Drive;

THENCE along the south line of said 0.501 acre, being the south line of said Lot 5, Block 6 and being the north line of said Pecan Drive, N90°00'00"W, at 138.89 feet pass a calculated point for the southwest corner of said Lot 5, Block 6, being the southeast corner of said Lot 4, Block 6, a total distance of 277.78 feet to a punch hole in concrete set for the southwest corner of said 0.501 acre, being the southwest corner of said Lot 4, Block 6 and being in the east line of Avenue G;

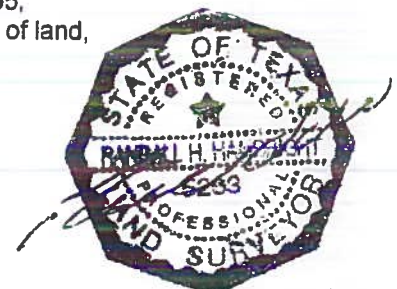
THENCE along the west line of said 0.501 acre, being the west line of said Lot 4, Block 6 and being the east line of said Avenue G, N00°00'00"E, 64.59 feet to a magic marker "x" set in tile for the northwest corner of said 0.501 acre, being the southwest corner of that certain 0.09 acre tract of land described in Volume 370, Page 397 of the Official Public Records of said County;

THENCE along a lower north line of said 0.501 acre, being the south line of said 0.09 acre, N90°00'00"E, at 131.43 feet pass the face of a cinder block building, a total distance of 138.83 feet to a calculated point for an ell corner of said 0.501 acre, being the southeast corner of said 0.09 acre;

THENCE along an interior line of said 0.501 acre, being the east line of said 0.09 acre, N00°07'22"E, 27.98 feet to a ½ inch iron rod found for an upper north corner of said 0.501 acre, being the northeast corner of said 0.09 acre, being the northeast corner of said Lot 4, Block 6, being the northwest corner of said Lot 5, Block 6 and being the southwest corner of said tract described in Document No. 224265 of the Official Public Records of said County;

THENCE along the most north line of said 0.501 acre, being the north line of said Lot 5, Block 6 and being the south line of said tract described in Document No. 224265, N90°00'00"E, 138.89 feet to the **POINT OF BEGINNING** containing 0.501 acre of land, more or less.

FN022-230



# Exhibit B

Old Annex Office Solutions is seeking, via a long-term encroachment license, formal recognition of the historical operating boundaries of the Old Annex complex. As documented by two recent surveys, one completed by us and the other completed by the City, the following portions of the property are in the City ROW...

- West side porch and related steps/ramps/entryways (encroachment since 1958)
- South edge of west side wall (encroachment since 1958)
- External HVAC equipment and related utility pad and bollards (encroachment since '70s)
- Retaining wall along the south side (encroachment since 2018)
- All steps/ramps/entryways along the south side (encroachment since '60s / '70s)

Please note that when the ramp/entryway for the barn was renovated in 2019, its original encroachment was not extended.

We are requesting an encroachment license that encompasses the following areas (marked in red on survey). For simplicity, we are using the building faces for reference...

- A west side plane created by the edge of the west side porch, approximately 9 ft away from the building face.
- A south side plane created by the barn ramp/entryway, approximately 7 ft away from the building face.
- The west side plane begins at Point A which intersects with the adjoining property line and ends at Point B which intersects with the south side plane.
- The south side plane begins at Point B which intersects with west side plane and ends at point C which intersects with the east property line.

We are available to address any questions or concerns.

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**Exhibit B**

I RANDALL H. HAMBRIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY ON THE GROUND OF THE PROPERTY SHOWN HEREON AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, VISIBLE UTILITY LINES OR EASEMENTS KNOWN TO ME EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE 10-04-22

*Randall H. Hambright*

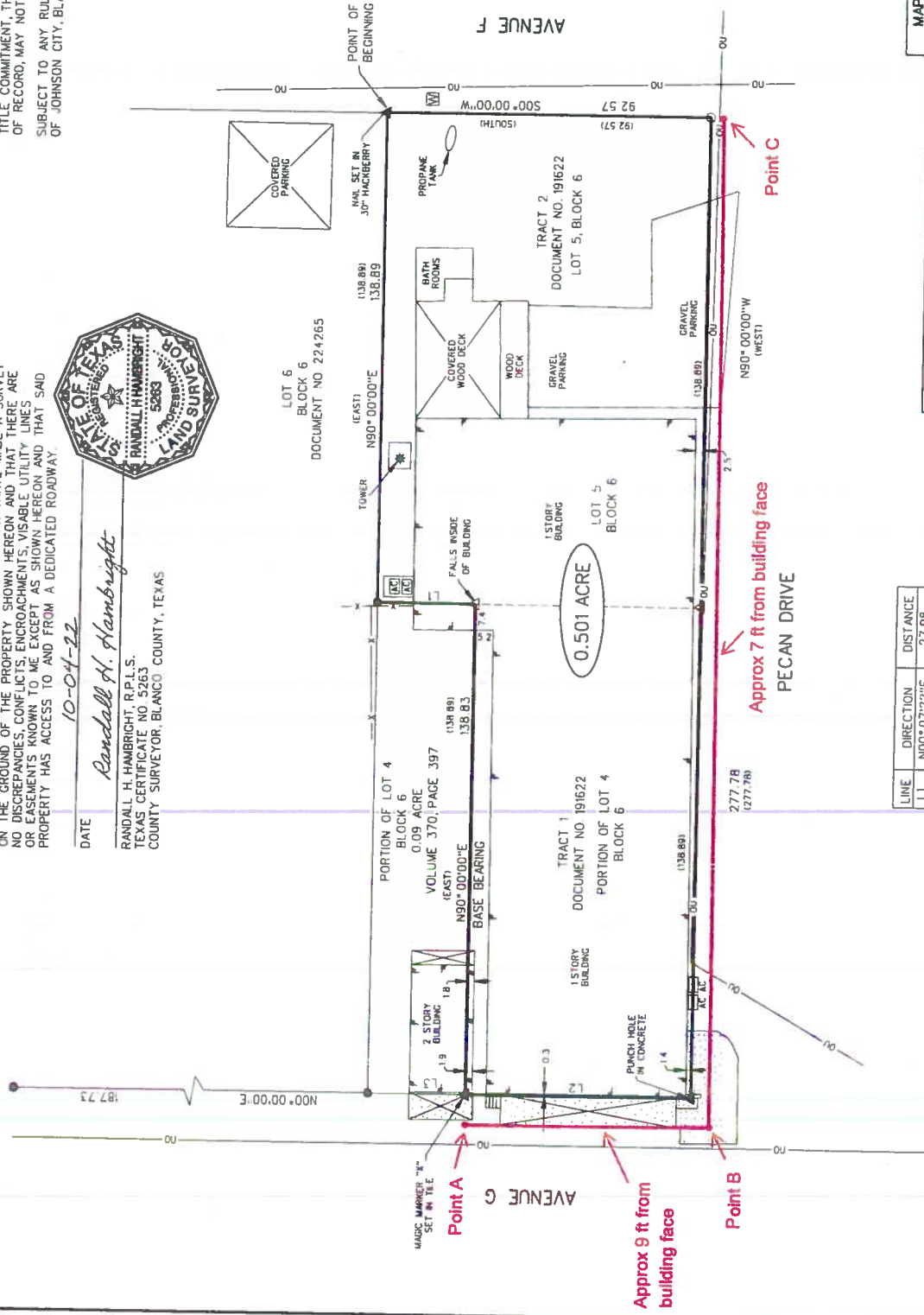
RANDALL H. HAMBRIGHT, R.P.L.S.  
TEXAS CERTIFICATE NO 52653  
COUNTY SURVEYOR, BLANCO COUNTY, TEXAS



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL EASEMENTS AND OTHER MATTERS SUBJECT TO ANY RULES, ORDINANCES OR OTHER MATTERS TO THE CITY OF JOHNSON CITY, BLANCO COUNTY, TEXAS.

**LEGEND**

- ▲ SET AS NOTED
- △ CALCULATED POINT
- 1/2" IRON ROD FOUND
- 1/4" IRON ROD SET
- OU OVERHEAD UTILITIES
- x—x—x— WIRE FENCE
- (M) WATER METER
- ( ) RECORD INFORMATION



LINE	DIRECTION	DISTANCE
L1	N00°07'22\"/>	

DATE: 10-04-22  
FILE NAME: 022-230  
JOB NO: 022-230

**HAMBRIGHT LAND SURVEYING**

P.O. BOX 1216  
JOHNSON CITY, TEXAS 78636  
PHONE (830) 868-2574  
EMAIL: HAMBRIGHTSURVEY@GMAIL.COM  
TEXAS FIRM NO. 100587-00

MAP TO ACCOMPANY FIELD NOTE NO. 022-204

SURVEY OF 0.501 ACRE SITUATED IN THE JAMES FENTRESS SURVEY NO. 171, ABSTRACT NO. 193, BEING A PORTION OF BLOCK 6, CITY OF JOHNSON CITY, BLANCO COUNTY, TEXAS