

FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BETWEEN THE CITY OF BURLESON,
THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
AND YOURANG, LLC

This First Amendment to the Chapter 380 Economic Development and Performance Agreement ("**Amendment**") is made and entered into as of June 20, 2023 by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson 4A Economic Development Corporation ("EDC"), a Texas municipal development corporation located in the City, by and through its President, and Yourang, LLC ("330"), a Texas limited liability company, by and through its duly authorized member-manager, Neal Abrahamson.

RECITALS:

WHEREAS, on or about September 7, 2021, the City, the EDC, and 330 entered into that Chapter 380 Economic Development and Performance Agreement (the "**Agreement**") as attached hereto as **Exhibit A**); and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Article 4 "Covenants of 330" of the Agreement is hereby amended by revising Section 4.01(B) to read as follows:**

(B) Commence construction of the Development no later than July 31, 2023, with the Opening Date for the Restaurant no later than December 31, 2023, subject to Article 12 of this Agreement.

2. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

APPROVED AS TO FORM:

W/ko

City Attorney

**THE CITY OF BURLESON,
a Texas municipal corporation**

By: Tommy Ludwig

Name: Tommy Ludwig

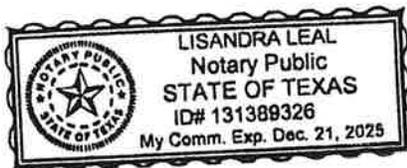
Title: Interim City Manager

Date: June 20, 2023

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on June 20, 2023 by Tommy Ludwig, known personally by me to be the Interim City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]



Lisandra Leal
Notary Public, State of Texas

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: [Signature]

Name: Dan McClendon

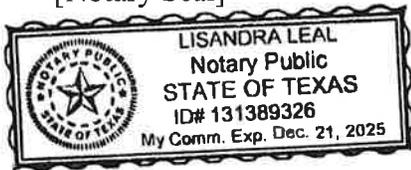
Title: 4A President

Date: June 20, 2023

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on June 20, 2023 by Dan McClendon, known personally by me to be the 4A President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]



[Signature]
Notary Public, State of Texas

Exhibit A
The Agreement

CSO#1868-09-2021

CHAPTER 380 ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BETWEEN THE CITY OF BURLESON,
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
AND YOURANG, LLC

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson 4A Economic Development Corporation ("EDC"), a Texas municipal development corporation located in the City, by and through its President, and Yourang, LLC ("330"), a Texas limited liability company, by and through its duly authorized member-manager, Neal Abrahamson.

WITNESSETH:

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Section 380.001 of the Local Government Code; and

WHEREAS, 330 desires to participate in the Program by entering into this Agreement; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that 330's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution and Section 380.001 of the Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, 330 owns certain real property in the City of Burleson, Johnson County, Texas, commonly known as 204, 208 and 216 S. Main St., Burleson, Texas, and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, 330 proposes to operate a restaurant on the Property; and

WHEREAS, the City has found the Development (hereinafter defined) will contribute to an increase in economic development in the City; and

WHEREAS, the Board of the EDC has determined and found that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures in the City right-of-way are certain public infrastructure improvements related to drainage and related improvements necessary to promote or develop new or expanded business enterprises; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1.
AUTHORIZATION**

The City Council finds and determines that this Agreement is authorized and governed by Section 380.001 and by the Program.

**ARTICLE 2.
DEFINITIONS**

- 2.01 The terms "330," "Agreement," "City," "EDC," "Effective Date," "Program," and "Property," shall have the meanings provided, above.
- 2.02 "Capital Investment" means and shall include all costs incurred relating to the improvement of the Property, including the purchase price of the land, building and actual construction costs of all buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials. Capital investment also includes offsite improvements, including but not limited to the addition of parking spaces, sidewalk(s), utility relocations, and alley installation within the right-of-way of the City of Burleson.
- 2.03 "Development" means the construction of a restaurant and related landscaping and onsite infrastructure on the Property.
- 2.04 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to gross taxable sales at the Restaurant during each calendar year or portion thereof during the Term of this Agreement. If the City, at its discretion ever elects to, or the voters choose to, reallocate the Sales Tax and to levy less than a one percent (1%) sales tax, then "Available Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual Sales Tax levied on gross taxable sales at the Restaurant. Should the voters or the City set the Sales Tax rate at more than one percent (1%), the Available Sales Tax will not exceed one percent (1%).

- 2.05 "Grant Payment(s)" means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 2.06 "Grant Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.07 "Opening Date" means that date on which 330 opens the Restaurant.
- 2.08 "Restaurant" means a Station 330 restaurant comprised of at least 7,500 square feet located on the Property.
- 2.09 "Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code, transit districts.

ARTICLE 3.
TERM

- 3.01 The term of this Agreement shall commence on the Effective Date and will terminate on December 31, 2028.

ARTICLE 4.
COVENANTS OF 330

- 4.01 Covenants Regarding 330 Development and Operations. In consideration of City agreeing to pay 330 the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, 330 agrees to the following, which are not obligations of 330, but are duties that must be fulfilled in order to receive Grant Payments:
- (A) Design, construct and operate the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws, subject to the approval of the Burleson Old Town Design Standards Board.
 - (B) Commence construction of the Development no later than July 31 2023, with the Opening Date for the Restaurant no later than June 30, 2023, subject to Article 12 of this Agreement.
 - (C) Cause the Capital Investment of the Development to meet or exceed three million (\$3,000,000) no later than June 30, 2023, subject to Article 12 of this Agreement.
 - (D) The Restaurant shall be a railroad themed restaurant featuring a family friendly menu with a primary focus on steak offerings.

- (E) 330 shall be solely responsible for the design and construction of the Development and shall comply with all building codes and ordinances of the City applicable to the Development.
- (F) After the Opening Date, 330 shall operate the Restaurant for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (G) 330 shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.

**ARTICLE 5.
PROGRAM GRANT**

- 5.01 Subject to 330 complying with his duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, 330 shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to 330 over the term of this Agreement shall not exceed four hundred seventy-five thousand (\$475,000).
- 5.03 The City shall make Grant Payments to 330 in annual installments equal to 50% of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation that the Available Sales Taxes received by the City for such Calendar Year from the Property exceeds fifty-thousand dollars (\$50,000).
- 5.04 The Grants Payments shall cease upon the earlier of:
 - (A) The date upon which the Grant Payment is paid for the twelve (12) month period ending December 31, 2028; or
 - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, 330 agrees to provide a release to the City that will allow the Texas Comptroller of Public Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Restaurant (the "Sales Tax Disclosure"). The City and 330 shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay 330 the Grant Payments under this Article until such time that 330 provides the required release and the Comptroller provides the Sales Tax Disclosure.
- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay 330 the annual installment of Grant Payments due

hereunder, subject to the terms and provisions of this Agreement, within 60 days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

ARTICLE 6.
INCENTIVES

- 6.01 Subject to 330 complying with its duties and obligations under this Agreement, the City agrees to the following Incentives: The City shall reimburse to 330 an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for expenses related to the construction of public improvements made in the right-of-way under the terms and conditions described herein. The right-of-way is more particularly described in Exhibit "B". The public improvements to be constructed in the right-of-way shall include, but are not limited to, paving, sidewalk, and 28 parking spots along W Eldred Street, paving and sidewalk along S Main Street, and paving in the alley, such public improvements being more particularly described in Exhibit "B". Exhibit "B" is attached to this Agreement and incorporated herein by reference for all purposes. The public improvements constructed shall meet City standards to, among other things, aid drainage. The City shall pay the Incentive amount to 330 ninety (90) days after the last of the following events occur: (i) upon 330 receiving the Certificate of Occupancy for the Restaurant, (ii) upon providing proof of costs reasonably satisfactory to the City, and (iii) upon the City inspecting and accepting the right-of-way improvements. The City shall not have any obligation to pay the Incentive amount to 330 unless all three events described above occur.
- 6.02 The EDC authorizes the expenditure of up to Seventy-Five Thousand Dollars (\$75,000.00) for the Incentives. The EDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the obligations set forth in this Agreement.

ARTICLE 7.
REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, 330 voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three

code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, 330 voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) 330's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind 330 and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.

AUTHORITY; COMPLIANCE WITH LAW

- 8.01 330 hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by 330 and this Agreement constitutes the legal, valid and binding obligation of 330, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, 330 shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, 330 agrees not to knowingly employ any undocumented workers at the Restaurant, and if convicted of a violation under 8 U.S.C. Section 1324a(f), 330 shall repay the amount of the Grant Payments received by 330 as of the date of such violation within 120 business days after the date 330 is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to 330's violation of this section.

ARTICLE 9.

DEFAULT AND REMEDIES

- 9.01 Default by 330.
 - (A) In the event: (i) 330 fails to fulfill its obligations under Article 4 of this Agreement; (ii) 330 has delinquent ad valorem or sales taxes owed to the City provided that 330 retains the right to timely and properly protest and/or contest any such taxes; or (iii) 330 materially breaches any of the material terms and conditions of this Agreement, then 330 after the expiration of the

notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give 330 written notice of such breach and/or default, and if 330 has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to 330, and the City shall have no further obligation to 330.

(B) In the event 330 fails to comply with Section 4.01 and closes or ceases operation prior to the end of the Term of this Agreement, 330 shall not be entitled to any additional payments from City.

9.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

**ARTICLE 10.
RIGHT OF OFFSET**

330 agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which 330 may respond or act, City may offset the amount of Grant Payments installment due to 330 for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from 330, and (ii) not subject to challenge by 330 in a court of competent jurisdiction by 330.

**ARTICLE 11.
VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

**ARTICLE 12.
FORCE MAJEURE**

Performance of 330's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and 330's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), oil and gas related activity affecting

the Property, governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 13.

GIFT TO PUBLIC SERVANT OR TO 330 REPRESENTATIVE

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to 330 as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 14.

ASSIGNMENT

330 may not assign any part of this Agreement without consent or approval by the City Council.

ARTICLE 15.

INDEMNIFICATION

- 15.01 330 EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF TB OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of 330 and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

15.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with 330's construction of the Development.

**ARTICLE 16.
RIGHT TO AUDIT**

330 agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of 330 involving transactions relating to this Agreement, including but not limited to the costs of the Capital Investment and costs related to the right-of-way improvements made pursuant to Article 6, at no additional cost to the City. 330 agrees that the City shall have access during normal working hours to all necessary 330 facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Article. The City shall give 330 reasonable advance notice of intended audits.

**ARTICLE 17.
MISCELLANEOUS MATTERS**

- 17.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 17.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 17.03 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
- 17.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 17.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

17.07 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

330: YOURANG, LLC
2806 Winding Shore Ln
Katy TX 77450
Attn: Neal Abrahamson

City: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028

With a copy to: City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

17.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

17.09 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

[Signature pages to follow]

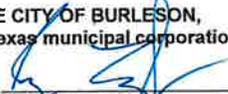
EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

APPROVED AS TO FORM AND LEGALITY:



City Attorney
MATT MARTINEZ, DEPUTY CITY ATTORNEY

THE CITY OF BURLESON,
a Texas municipal corporation

By:  _____

Name: Bryan Langley _____

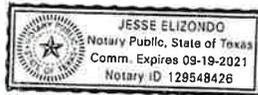
Title: City manager _____

Date: 9/7/21 _____

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on September 7, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]





Notary Public, State of Texas

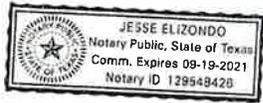
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: 
Name: Dan McLendon
Title: Board President
Date: 9/7/21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on September 7, 2021 by Dan McLendon, known personally by me to be the Board President of the Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]




Notary Public, State of Texas

YOURANG, LLC
A Texas Limited Liability Company

By: 

Name: Neal Abrahamson

Title: Manager

Date: 8/16/21

STATE OF TEXAS
COUNTY OF Schlosser

This instrument was acknowledged before me on August 16th 2021 by Neal Abrahamson, known personally by me to be the manager of YOURANG, LLC on behalf of said company.

[Notary Seal]


Notary Public, State of Texas



Exhibit A
Legal Description of Property

Lots 2, 3, 4, and 5, Block 32, Original Town on Burleson, an Addition to the City of Burleson , Johnson County, Texas, according to the plat recorded in Vol. 59, Page 638 of the Official Public Records of Johnson County, Texas, and commonly known as 204, 208, and 216 S. Main Street, Burleson, Texas.

Exhibit B
Description of Right-of-Way and Public Improvements



WIER & ASSOCIATES, INC.

ENGINEER'S OPINION OF PROBABLE DEVELOPMENT COST

DATE: 7/12/2021

CLIENT: You Rang, LLC

PROJECT: Station 330 Steakhouse, Burleson, TX

W&A JOB NO: 20047

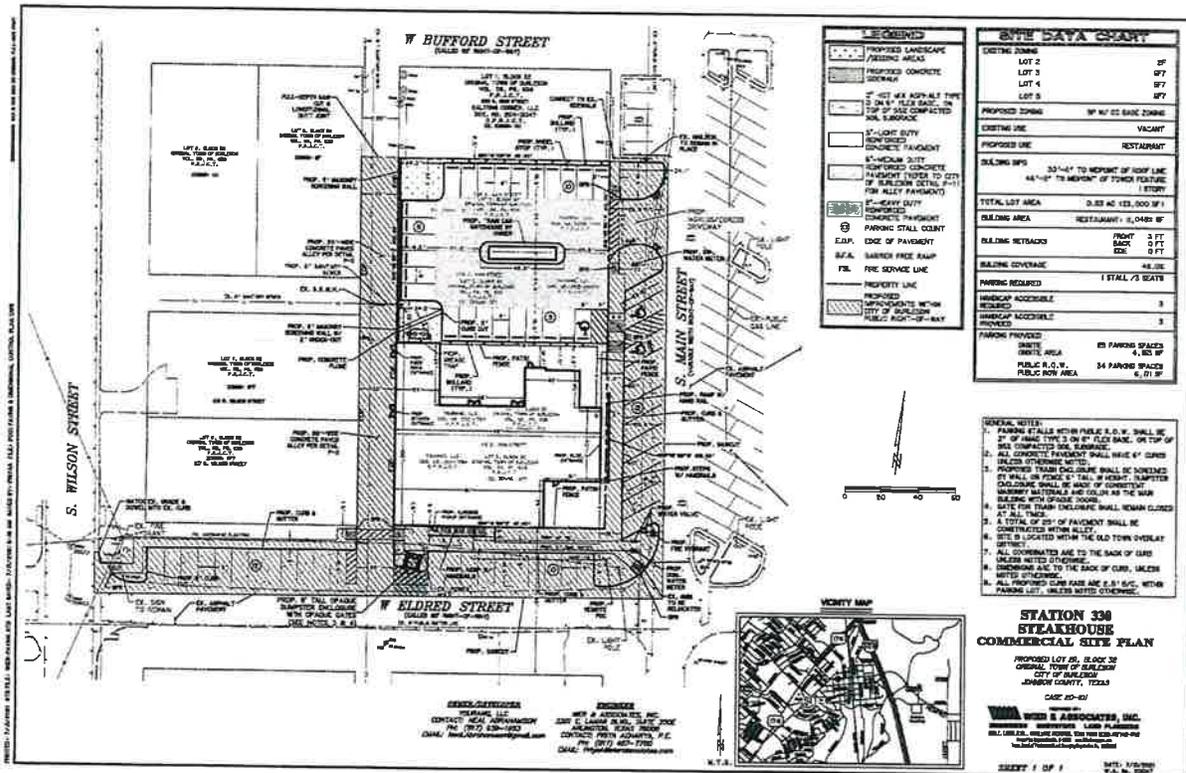
ITEM NO.	DESCRIPTION OF ITEM	TOTAL		UNIT		COST
		QUANTITY	UNIT	PRICE		
IMPROVEMENTS WITHIN PUBLIC R.O.W.						
PAVING						
1	Sawcut, Demo & Haul Off Paving/Gravel	100	SY	\$12.00		\$ 1,200.00
2	Remove Fencing	70	LF	\$28.00		\$ 1,960.00
3	Grading - Subgrading & Compaction	775	SY	\$17.00		\$ 13,175.00
4	6" Flex Base	350	SY	\$26.00		\$ 9,100.00
5	6" Lime Treated Subgrade for Concrete Pavement Subgrade (30	320	SY	\$5.00		\$ 1,600.00
6	Hydrated Lime for Treated Subgrade	5	TON	\$200.00		\$ 1,000.00
7	2" Type 'D' Hot Mix Asphalt	350	SY	\$70.00		\$ 24,500.00
8	4" Concrete w Dowels w #3 Reinforcing (3,600 psi - Class A)	130	SY	\$60.00		\$ 7,800.00
9	6" Concrete w Dowels w #4 Reinforcing (3,600 psi - Class C)	180	SY	\$76.00		\$ 13,680.00
10	8" Concrete w Dowels w #4 Reinforcing (3,600 psi - Class C)	15	SY	\$80.00		\$ 1,200.00
11	6" Reinforced Concrete Curb & Gutter	665	LF	\$52.00		\$ 34,580.00
12	Barrier Free Handicap Curb Ramp	8	EA	\$1,500.00		\$ 12,000.00
13	Landscape/Seeding	80	SY	\$14.00		\$ 1,120.00
14	Parking Stalls & Handicap-Accessible Striping	1,135	LF	\$1.50		\$ 1,702.50
SEWER						
15	Connect to Ex. SSMH	1	EA	\$1,700.00		\$ 1,700.00
WATER						
16	Remove Existing Meter & Return to City	1	EA	\$400.00		\$ 400.00
17	Connect to Existing 8" Water Main	4	CA	\$1,500.00		\$ 6,000.00
18	8"x1" Tapping Saddle	1	EA	\$2,800.00		\$ 2,800.00
19	8"x2" Tapping Saddle	1	EA	\$3,000.00		\$ 3,000.00
20	8"x6" Tapping Sleeve & Valve	2	EA	\$4,500.00		\$ 9,000.00
21	Fire Hydrant Assembly	1	EA	\$8,500.00		\$ 8,500.00
22	1" Water Meter	1	EA	\$1,510.00		\$ 1,510.00
23	2" Water Meter	1	EA	\$2,950.00		\$ 2,950.00
PUBLIC CONSTRUCTION ESTIMATE FOR PUBLIC R.O.W. WORK:						\$ 160,477.50

NOTES:

1. Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost that has been prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.
2. This estimate does not include Traffic Control, Erosion Control, Franchise Utility Relocation/Coordination, or Signage, Dumpster Enclosure Walls, Utility Services, Bonds, Permit Fees, or Ramps, Steps and Handrails for Building Pedestrian Access.

Prepared by: _____ RC _____

Checked by: _____ Priya Acharya, PE 110146 _____



LEGEND

- PROPOSED LANDSCAPE / TREES AREAS
- PROPOSED CONCRETE DRIVEWAY
- 2" HOT MIX ASPHALT TYPE 3 ON 4" FILL BASE ON TOP OF 6" COMPACTED SOL. SUBGRADE
- 5" LIGHT DUTY CONCRETE PAVEMENT
- 6" HEAVY DUTY CONCRETE PAVEMENT
- 8" HEAVY DUTY CONCRETE PAVEMENT
- PARKING STALL COVERT
- EXP. EDGE OF PAVEMENT
- S.F.A. SERVICE FREE ZONE
- P.R. FIRE SERVICE LINE
- PROPERTY LINE
- PROPOSED IMPROVEMENTS WITHIN CITY OF BURLESON PUBLIC RIGHT-OF-WAY

SITE DATA CHART

EXISTING ZONING	LOT 2	87
	LOT 3	87
	LOT 4	87
	LOT 5	87
PROPOSED ZONING	M-101 65 BARE ZONING	
EXISTING USE	VACANT	
PROPOSED USE	RESTAURANT	
BUILDING HPS	33'-4" TO HEIGHT OF ROOF LINE	
	44'-0" TO HEIGHT OF TOWER FEATURE	1 STORY
TOTAL LOT AREA	0.83 AC (35,800 SF)	
BUILDING AREA	RESTAURANT - 8,048 SF	
BUILDING RETRACTION	FRONT	3 FT
	BACK	0 FT
	SIDE	0 FT
BUILDING COVERAGE	44.0%	
PARKING REQUIRED	1 STALL / 75 SEATS	
MINIMUM ACCESSIBLE	3	
MINIMUM ACCESSIBLE	3	
PARKING PROVIDED	89 PARKING SPACES	
	DRIVE AREA	4,184 SF
	PUBLIC R.O.W.	34 PARKING SPACES
	PUBLIC ROW AREA	6,711 SF

- GENERAL NOTES:**
1. PARKING STALLS WITHIN PUBLIC R.O.W. SHALL BE 2" OF TYPE 3 ON 4" FILL BASE, OR TOP OF SOLID COMPACTED SOL. SUBGRADE.
 2. ALL CONCRETE PAVEMENT SHALL HAVE 6" SPACES UNLESS OTHERWISE NOTED.
 3. PROPOSED DRIVE ENCLASURE SHALL BE SUBMITTED BY MAIL, OR FORCED BY MAIL, IN HEIGHT, SURFACES EXCLUDING SHALL BE MADE OF CONSISTENT MATERIALS AND COLORED AS THE NEAR BUILDING WITH SPACED JOISTS.
 4. SETS FOR DRIVE ENCLASURE SHALL REMAIN CLOSED AT ALL TIMES.
 5. A TOTAL OF 20% OF PAVEMENT SHALL BE CONCRETED WITHIN ALLEY.
 6. SITE IS LOCATED WITHIN THE OLD TOWN OVERLAY DISTRICT.
 7. ALL CONCRETE ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 8. DRIVEWAYS ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 9. ALL PROPOSED CURB RISE ARE 2.5" @ 6" WITHIN PARKING LOT, UNLESS NOTED OTHERWISE.

STATION 330 STEAKHOUSE COMMERCIAL SITE PLAN

PROPOSED LOT 16, BLOCK 38 ORIGINAL TOWN OF BURLESON CITY OF BURLESON JOHNSON COUNTY, TEXAS

CASE 20-01

WILLIAM B. ASSOCIATES, INC.
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SHEET 1 OF 1 DATE: 10/20/2021