

JAN 24 2022

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: David Disheroon TODAY'S DATE: 01/14/2022

DEPARTMENT: Public Works

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 01/24/2022

SPECIFIC AGENDA WORDING: Consideration of Variance to allow permitting of a single family structure and septic system at 3201 Falcon Dr, a revised lot of less than one acre, in Precinct #2- Public Works Department

PERSON(S) TO PRESENT ITEM: David Disheroon

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10 minutes ACTION ITEM: X
WORKSHOP _____
(Anticipated number of minutes needed to discuss item) CONSENT: _____
EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X IT DEPARTMENT: _____
AUDITOR: _____ PURCHASING DEPARTMENT: _____
PERSONNEL: _____ PUBLIC WORKS: X
BUDGET COORDINATOR: OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

Approved



Variance Request for Septic System

Johnson County Subdivision Rules and Regulations state only one septic system per one (1) acre, Section VII A. Variance fee is \$120 per request. To request a variance for the purpose of:

- 1 installing a septic system on a lot or tract of less than an acre or
_____ two residences / structures on one (1) septic system or
_____ installing a second septic system on a lot less than 2 acres

Please provide the following information. This request will be presented to the Commissioner's Court for their decision.

Owner Avadele Companies, LLC (Greg McCullough) Date 1-10-22

Phone no. 817-907-8905

Email address gmccullough14@gmail.com

Property Information for Variance Request:

Property 911 address 3201 Falcon Dr, Joshua, TX 76058

Subdivision name Xcell Ranch Estates Block _____ Lot 48

Survey A. Hodges Abstract 342 Acreage _____

Size of existing residence: 1.873 (acres) sq. ft.

Does this lot currently have a septic system? () Yes (x) No System type _____

ETJ: (x) Yes - City Burleson () No

Is a part of the property located in a FEMA designated Floodplain? () Yes (x) No

Reason for request _____

I originally bought the property thinking it was 2.04 acres (per tax website) with intention of subdividing. After going through process, it is actually 1.873 acres.

Provide the following with this request:

- Copy of your plat if property has been platted
- Copy of property deed
- Survey or drawing showing existing home, buildings, existing & proposed septic system locations

WFG National Title
GF# 21-270290

After Recording Return to:
Avadele Companies LLC
7660 Bridlewood Ct.
North Richland Hills, TX 76182

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: September 17, 2021

Grantor: Jorge D. Torres and Adela Torres

Grantor's Mailing Address: _____

Grantee: Avadele Companies LLC

Grantee's Mailing Address: 7660 Bridlewood Ct., North Richland Hills, TX 76182

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a Note of even date herewith executed by Grantee and payable to the order of **VERITEX COMMUNITY BANK ("LENDER")** in the original principal sum of **SEVENTY FIVE THOUSAND & NO/100 DOLLARS (\$75,000.00)**. The Note is secured by a superior vendor's lien and superior title retained in this Deed in favor of **Lender**, and by a first-lien deed of trust of even date from Grantee to Clay Riebe, Trustee.

Property (including any improvements): Tract 48, of Xcell Ranch Estates Addition, of Johnson County, Texas, according to the map or plat thereof recorded in Volume 4, Page 96, Plat Records, Johnson County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2021 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead

GENERAL WARRANTY DEED

or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled-in lands or artificial islands, (4) water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area; validly existing easements, reservations or exceptions which are recorded in the real property records of the County where the Property is located.


Grantor, for the Consideration and subject to the Reservations from Conveyance and the exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute, and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

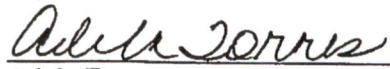
Lender at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:



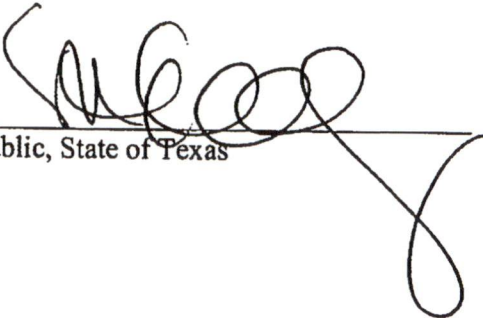
Jorge D. Torres



Adela Torres

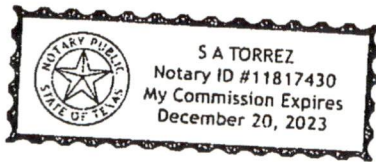
THE STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 17 day of Sept
2021, by Jorge D. Torres and Adela Torres.



Notary Public, State of Texas

Stamp:



Prepared by:
Ruals Law, PLLC
8951 Collin McKinney Parkway
Suite 201
McKinney, TX 75070

Johnson County
Becky Ivey
Johnson County
Clerk

Instrument Number: 35339

eRecording - Real Property

Warranty Deed

Recorded On: September 20, 2021 09:12 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 35339
Receipt Number: 20210920000011
Recorded Date/Time: September 20, 2021 09:12 AM
User: Linda B
Station: ccl30

Record and Return To:

Simplifile
5072 North 300 West
PROVO UT

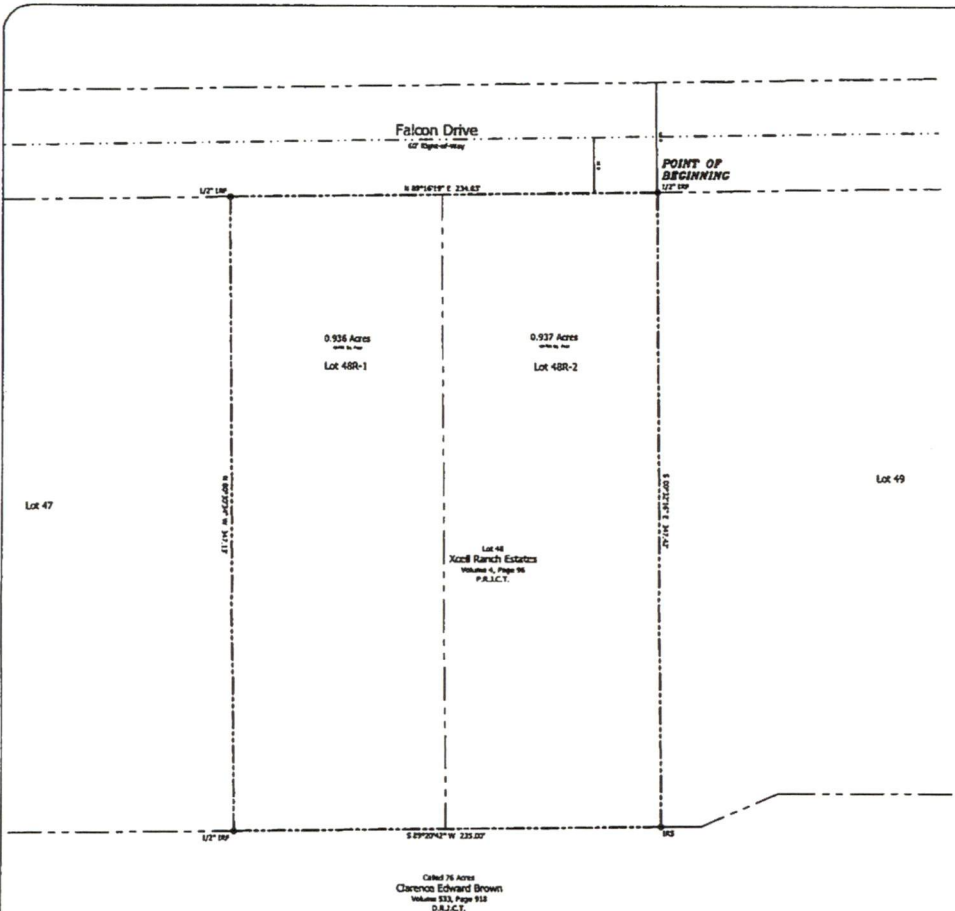


STATE OF TEXAS
COUNTY OF JOHNSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

Becky Ivey
Johnson County Clerk
Johnson County, TX

Becky Ivey



- Standard Notes**
- Blocking the flow of water or obstructing improvements in the drainage easements, and filling or destruction of the easements is prohibited.
 - The existing curbs or drainage channels traversing along or across this addition will remain as shown channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to drainage courses along or across said lots. Johnson County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
 - Johnson County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flood conditions.
 - On-site sewage facility performance cannot be guaranteed even through all provisions of the Rules of Johnson County, Texas for Private Sewage Facilities are complied with.
 - Inspection and/or acceptance of a private sewage facility by the Johnson County Public Works Department shall indicate only that the facility meets minimum requirements and does not release the owner of the property from complying with County, State and Federal regulations. Private sewage facilities, although approved as meeting minimum standards, must be operated by the owner at the owner's expense. If normal operation of the facility results in objectionable odors, if unsanitary conditions are created, or if the facility when used does not comply with governmental regulations.
 - A properly designed and constructed private sewage facility system, in suitable soil, can maintain if the amount of water it is required to dispose of is not controlled. It will be the responsibility of the lot owner to maintain and operate the private sewage facility to a satisfactory manner.
 - Any public utility, including Johnson County, shall have the right to move and keep moved all or part of any building, fence, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction or maintenance, or efficiency of its respective systems in any of the easements shown on this plat, and any public utility, including Johnson County, shall have the right at all times to ingress and egress to and from said easements for the purpose of construction, reconstruction, inspection, maintaining, and adding to or removing at part of its respective systems without the necessity of any time of procuring the permission of anyone.
 - A minimum of 1 acre per residential structure is required for on-site sewage facilities (septic systems). If more than one structure is proposed for construction on a lot in the future, no septic may be required.
 - All building setbacks are subject to current Johnson County development regulations.
 - The requirement of public infrastructure was based on the Utility Exhibit dated June 26, 2021 submitted with this plat to the City of Burson. Any additional structures proposed on this property may require the existing water lines to be improved and a fire hydrant(s) installed for the protection. Please contact The City of Burson's Development Services department prior to any development permit issue.
 - Water Provider - Burson Water Supply Corp. - (317) 295-2131
 - Electric Provider - United Cooperative Services - (317) 442-9252
 - The City of Burson reserves the right to require minimum fireman egress on any lot within this subdivision. The minimum standards shown are based on the most current information available at the time this plat is filed and may be subject to change.
 - For all single-family detached and duplex residences, excluding townhouses and apartments, the hydrants shall be spaced to have a fire hose laying distance of no greater than 300 feet. The fire hose laying distance is measured by the laying of the apparatus hose line along the right-of-way or access easements from the nearest water supply on a street to the main entrance of the building.
 - For commercial buildings, the hydrants shall be spaced to have a fire hose laying distance of no greater than 300 feet. The fire hose laying distance is measured by the laying of the apparatus hose line along the right-of-way or access easements from the nearest water supply on a street to the main entrance of the building.
 - The minimum fire flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,000 square feet shall be 1,500 gallons per minute. Fire flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,000 square feet shall not be less than that specified in Table 825.1 of the most current adopted International Fire Code.
 - All fire hydrants must provide a minimum of 30 psi static pressure and a 20 psi residual pressure.
 - The minimum fire flow and flow duration for buildings other than one- and two-family dwelling shall be as specified the most current adopted International Fire Code.

LEGAL DESCRIPTION

BEING a 1.873 acre tract of land situated in the A.C. Johnson Survey, Abstract Number 452, Johnson County, Texas and being all of Lot 46, Xcell Ranch Estates, an addition to Johnson County, Texas according to the plat thereof recorded in Volume 4, Page 96, Plat Records, Johnson County, Texas and being more particularly described by notes and findings as follows:

BEGINNING at a 1/2 inch iron rod found at the northeast corner of said Lot 46, said iron rod also being the northeast corner of Lot 46 of said Xcell Ranch Estates and being in the south right-of-way line of Falcon Drive (Not Eight-of-way);

THENCE South 00 degrees 23 minutes 14 seconds East, 347.42 feet along the east line of said Lot 46 and the east line of said Lot 49 to a 1/2 inch iron rod with cap stamped "REGALANDY" set at the southeast corner of said Lot 46, said iron rod also being the southeast corner of said Lot 46 and being in the north line of that called 76 acre tract of land described by deed to Clarence Edward Brown recorded in Volume 533, Page 912, Plat Records, Johnson County, Texas;

THENCE South 09 degrees 23 minutes 41 seconds West, 231.05 feet along the south line of said Lot 46 and said north line of the called 76 acre tract to a 1/2 inch iron rod found at the southwest corner of said called Lot 46, said iron rod also being the southeast corner of Lot 47 of said Xcell Ranch Estates;

THENCE North 00 degrees 30 minutes West, 347.11 feet along the west line of said Lot 46 and the east line of said Lot 49 to a 1/2 inch iron rod found at the northwest corner of said Lot 46, said iron rod also being the northeast corner of said Lot 47 and being in the south right-of-way line of Falcon Drive;

THENCE North 89 degrees 16 minutes 19 seconds East, 234.63 feet along the north line of said Lot 46 and said south right-of-way line of Falcon Drive to the POINT OF BEGINNING and containing 61,579 square feet or 1.873 acres of land, more or less.

NOW THESEFORE KNOWN ALL MEN BY THESE PRESENTS:

That Available Companies, L.L.C., Owner, do hereby certify that the herein before described property as LOT# 46R-1 AND 46R-2, XCELL RANCH ESTATES, an ADDITION to Johnson County, Texas, and do hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City, County, or any public utility shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems in any of these easements, and the City, County, or any public utility shall at all times have the right of ingress and egress to and from and upon the said easements for the purpose of constructing, reconstructing, inspecting, and maintaining, without the necessity of any time of procuring the permission of anyone. This plat approved subject to any zoning ordinance, rules, regulations, and resolutions of the City of Burson, Texas or Johnson County.

Available Companies, L.L.C.
 Name: _____
 Title: _____
 Date: ____/____/____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2022.

Notary Public in and for the State of Texas

- NOTES**
- The State of Bearing in the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4322.
 - The subject property lies within the City-Territorial Jurisdiction (ETJ) of the City of Burson.
 - Johnson County will be responsible for all floodplain regulations as it relates to development. In the event the property is ever annexed to the City of Burson, all future proposed development shall follow the City of Burson's floodplain regulations.
 - Johnson County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
 - All buildings or structures shall be constructed such that all ground level, exterior areas of the building are within 120 feet of a maintained street or fire lane. If the 120 feet cannot be reached from a public street, a fire lane capable of supporting 82,000 lbs shall be required on site at time of construction.
 - Property is located within the ETJ of the City of Burson and is not currently zoned. The current and proposed land use is single family residential.

Flood Statement

According to Community Flood Number 42251(01)001, dated December 4, 2022, of the Federal Emergency Management Agency, National Flood Insurance Program Plan, this property lies within Zone "X" which is not a Special Flood Hazard Area. If this site is not within a Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater flood risk and/or flood heights may be indicated by rain gauge or rainfall records. This statement shall not create liability on the part of the Surveyor.



RESEARCH OF TEXAS, LLC
 P.O. Box 1226, Dallas, Texas 75204
 Ph. 972-229-4020, info@researchoftexas.com, www.researchoftexas.com
 "Who shall not remove the surveyor's document" Code: 91.14

LIQCOR
 84217 - Burson, Johnson County, Texas
 4401 - Johnson County, Texas
 4402 - Johnson County, Texas
 4403 - Johnson County, Texas
 4404 - Johnson County, Texas
 4405 - Johnson County, Texas

Omsted
 Available Companies, L.L.C.
 7645 Brimwood Court
 North Richland Hills, TX 76182

Filing Block

Plat Filed _____ Year _____
 Slide _____ Vch. _____ Ps. _____
 Johnson County Plat Records
 County Clerk, Johnson County, Texas

Approved by the Planning & Zoning Commission
 Burson, Texas,
 This the ____ Day of _____, 2022

By: _____
 Chair of Planning and Zoning Commission

By: _____
 City Secretary

Project Number: 210418 Date: January 07, 2022
 Revised Date: _____
 Revision Notes: _____
 Sheet 1 of 1

Surveyor's Certification

I, Jeremy Luke Deal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Burson, Texas.

Executed this the ____ day of _____, in the year of our Lord 2022.

Jeremy Luke Deal
 Registered Professional Land Surveyor
 Texas Registration No. 9636

REPLAT
LOTS 46R-1 AND 46R-2
XCELL RANCH ESTATES
 BEING 1.873 acres of land situated in the A.C. Johnson Survey, Abstract No. 452, Johnson County, Texas.
 Prepared: January 07, 2022
 2 Lots located within the ETJ of the City of Burson, Texas.
 Case: 22-_____

