JUL 08 2022

Approved

REQUEST FOR AGENDA PLACEMENT FORM				
Submission Deadline - Tuesday, 12:00 PM before Court Dates				
SUBMITTED BY: Jennifer VanderLaan	TODAY'S DATE: June 24, 2022			
<u>DEPARTMENT</u> :	Public Works /			
SIGNATURE OF DEPARTMENT HEAD:	V M & andus x hum			
REQUESTED AGENDA DATE:	July 8, 2022			
SPECIFIC AGENDA WORDING:				
Consideration of Variance to allow permitting of a second single family structure and septic system at 3913 Piester Place, a platted lot of less than two acres, in Precinct #2- Public Works Department				
PERSON(S) TO PRESENT ITEM: Jennifer VanderLaan SUPPORT MATERIAL: (Must enclose supporting documentation)				
TIME: minutes (Anticipated number of minutes needed to discuss item)	ACTION ITEM: X WORKSHOP CONSENT: EXECUTIVE:			
PERSONNEL: PUBLIC	ARTMENT: ASING DEPARTMENT: C WORKS: X ::			
************** ASSIGNED AGENDA DATE: REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE				
COURT MEMBER APPROVAL	Date			



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:
installing a septic system on a lot or tract of less than an acre or
two residences / structures on one (1) septic system or
\sqrt{DA} 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 Jesus DelAngel Date 5-31-202
Phone no. 817 - 679 - 1625
Email address jdelangel 24@gmil.com
Property Information for Variance Request:
Property 911 address 3913 Plester PL Joshua Tx 76058
Subdivision name Piester Place PH 2 Block 4 Lot 3
SurveyAbstractAcreage_1.9470
Size of existing residence: 1,664 sq. ft.
Does this lot currently have a septic system? (V) Yes () No System type
ETJ: Ly Yes - City Buy leson () No
Is a part of the property located in a FEMA designated Floodplain? () Yes () No
Reason for request I want to add a 2nd structure
on less than 2 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

Texus Title 91F#2203586-150C#

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 (With Third Party Vendor's Lien)

THE STATE OF TEXAS

ş

COUNTY OF JOHNSON

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ANATURAL ALL
THAT ANTHON LAUNDRY, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by JESUS DEL ANGEL, A MARRIED PERSON, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the funher consideration of the execution and delivery by Grantee of one certain Promissory Note of even date herewith, in the original principal sum of One Hundred Ninety Thousand And No/100 Dollars (\$190,000.00), payable to the order of CARDINAL FINANCIAL COMPANY, LIMITED PARTNERSHIP, hereinafter called "Mortgagee"; said Promissory Note being secured by a Vendor's Lien and the Superior Title herein retained and reserved in favor of Grantor and assigned and conveyed, without recourse, to Mortgagee, and also being secured by a Dood of Trust of even date herewith from Grantee to THOMAS E. BLACK, JR. Trustee, reference to said Promissory Note and Deed of Trust being hereby made for all purposes: Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described real property, to-wit:

LOT THER (3), IN BLOCK FOUR (4). OF PIESTER PLACE, PHASE TWO, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED INJUNDER VOLUME 8, PAGE 553, PLAT RECORDS, JOINSON COUNTY, TEXAS.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title, and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs or assigns FOREVER. Granter does hereby bind Gruntor and Grantor's heirs, executors, and administrators TO WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee and Grantee's heirs and assigns against every person whomscever lawfully claiming or to claim the same, or any part tucreof.

But it is expressly agreed that Grantor reserves and retains for Grantor, and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the Property until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

WHEREAS, Mortgagee, at the special instance and request of Cirantee, having paid to Grantor a portion of the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgageo to all rights and remedies of Grantor in the Property by virtue thereof.

To the extent applicable to and enforceable against the Property, this Deed is executed, delivered and accepted subject to the following: any liens described herein; ad valorem taxes for the current and all subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership: zoning ordinances, utility district assessments, and standby fees, if any: all valid utility easements created by the dedication deed or plat of the platted subdivision in which the Property is located, covenants and restrictions common to the platted subdivision in which the Property is located, mineral reservations, and maintenance or assessment liens (if any), all as shown by the real property records of the County Clerk of the County in which said Property is located; and any title or rights asserted by anyone (including, but not limited to, persons, corporations, governments or other entities) to tidelands, or lands comprising the shores or heds of navigable or perennial rivers and streams, lakes, bays, gulls or occaus, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparion rights or other sumutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of casement along and across the same, if any.

The contract between Granter, as the seller, and Grantee, as the buyer, may contain limitations as to warranties. To the extent said contract provides for such limitations to survive this conveyance, they shall be deemed incorporated herein by reference. However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph.

When this Deed is executed by more than one person, or when Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be. The term "Mortgagee" shall include the Mortgagee's heirs, successors and assigns, as applicable.

DATED the 27TH day of APRIL, 2022.

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Anthony Al		
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After Recording Return To Grantee
At GRANTEE'S MAILING ADDRESS:

JESUS DEL ANGEL 3913 PIFSTER PLACE JOSHUA, TX 76058

ACKNOWLEDGMENTS

The State of TEXAS	§
County of TARRANT	§
This instrument by ANTHON CHAMME	was acknowledged before me on the Bridgy of May LAUNDRY.
CR LLY	rSTAL HERNANDEZ Johny ID 8 124444527 Robers April 22, 2023 Robers April 22, 2023

Notury's Name (printed)

2022-15820 05/05/2022 9:14 AM Page 4 of 4

Johnson County Becky Ivey Johnson County Clerk

Instrument Number: 2022 - 15820

eRecording - Real Property

Warranty Deed

Recorded On: May 05, 2022 09:14 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

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:

Record and Return To:

Document Number:

2022 - 15820

Simplifile

Receipt Number:

20220505000017

5072 North 300 West

Recorded Date/Time:

May 05, 2022 09:14 AM

PROVO UT

User:

Leslie S ccl83

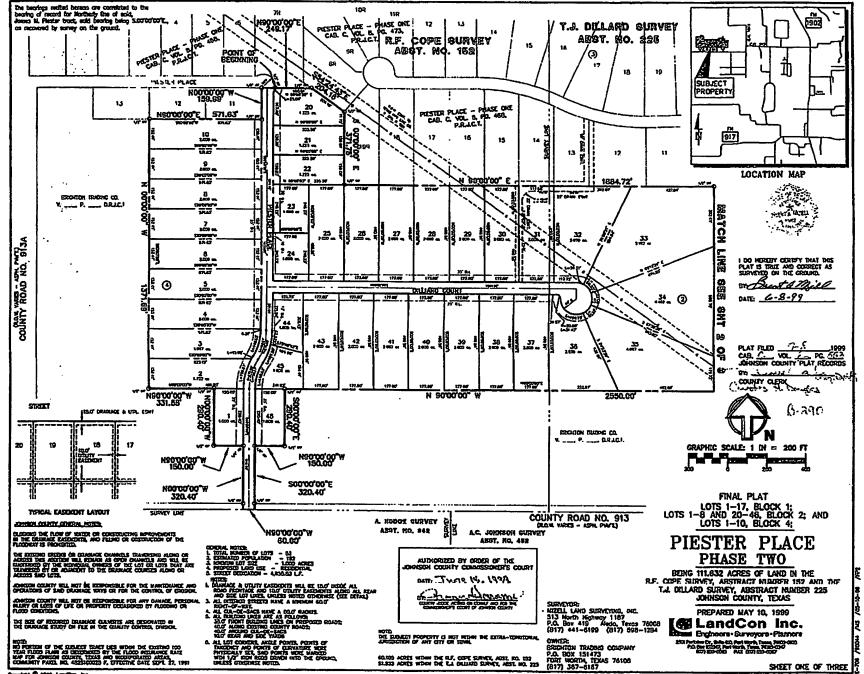
Station:

STATE OF TEXAS COUNTY OF JOHNSON

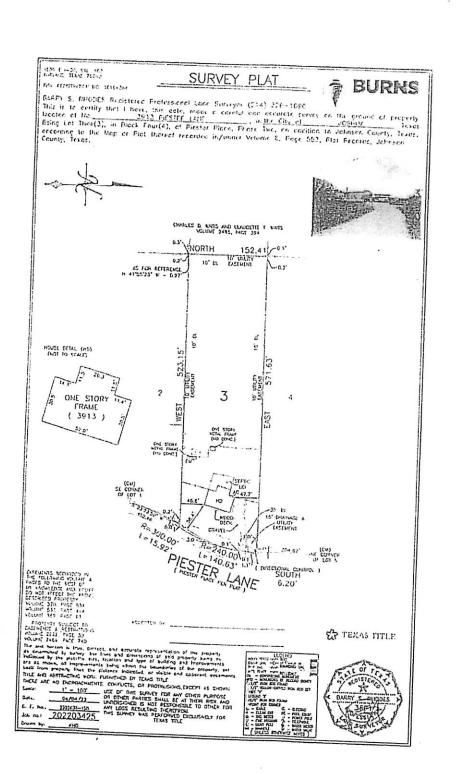
I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

Becky Ivey Johnson County Clerk Johnson County, TX

Becky & very



Copylight © 1999 LandOm, Inc.





141 West Renfro Burleson, Texas 76028-4261 817-426-9600 Fax 817-426-0971 www.burlesontx.com

June 14, 2022

Johnson County Public Works Dept. 1 North Main Street, Suite 305 Cleburne, TX 76033

Property ID: R000052032 Legal Acreage: 1.95 GEO ID: 126.3519.01430

Legal Description: LOT 3 BLK 4 PIESTER PLACE PH 2

Tract or Lot: 3

To Whom It May Concern,

It is our understanding that the owner of the above referenced is in need of a development permit for a second dwelling unit.

The site is under 2 acres. If the property is subdivided or a portion of the currently platted lot is later sold or conveyed it is required to be replatted.

The location is included as Page 2 for reference purposes.

Sincerely,

Lidon Pearce Senior Planner City of Burleson



