Development Services
Special Use License Application

"To assist development and improve the quality of life for the citizens of Bryan."

CITY OF BRYAN
The Good Life. Texas Style.

Minimum Submittal Requirements

☐ Completed and signed application form

For Office Use Only
Case Contacts BW/CEK
Case Number SU06-02

Property Owner Information

Name
Mailing Address
City State Zip Code
Phone Number Fax Number
E-mail Address

Applicant Information

Name DALE CHRISTIAN, JEFFERSON CHRISTIAN CUSTOM HOMES
Mailing Address PO 10748
City CS State Tx Zip Code 77842
Phone Number 979-694-1272 Fax Number 694-8443
E-mail Address dale@jeffersonchristian.net

Agent or Engineer Information

Name THE LAND DESIGN GROUP, INC.
Mailing Address 3707 SOUTH COLLEGE
City BRYAN State TEXAS Zip Code 77801
Phone Number 979 846 2775 Fax Number 979 260 0626
E-mail Address LARRY@THELANDDESIGNGROUP.COM

R302236

Application is hereby made for a special use license to allow an encroachment onto public property, public right-of-way, or both, as described below: STONE RETAINING WALL, CONCRETE DRIVEWAY & SIDEWALK, SPRINKLER SYSTEM, PLANTINGS

The special use license is for the purpose of permitting the following activity, improvement, facility, or proposed use SITE ACCESS AND AESTHETIC

Duration of Special Use License Request:

Date(s): PERMANENT IMPROVEMENTS

Time(s):

Certification

I hereby certify that I am the owner of the above described property for the purposes of this application. I am respectfully requesting processing and approval of the above referenced application. I agree to comply with the requirements in all applicable codes. I agree to provide all necessary information concerning this request. I certify that I have been informed and understand the regulations regarding this process as specified by City Ordinance.

Owner's Signature

Owner's Printed Name

I also hereby authorize the Applicant, Agent, and/or Engineer listed on this application to act on my behalf during the processing and presentation of this request. They shall be the principal contacts with the City in processing this application.

Owner's Signature

Owner's Printed Name

Applicant's Signature

DALE CHRISTIAN

Applicant's Printed Name

Agent/Engineer's Signature

LARRY SCHUECKLER

Agent/Engineer's Printed Name

If the Site Review Committee approves the encroachment, the special use license shall be issued to the licensee upon receipt of the following items:

(1) A certificate of liability insurance, to be kept in full force and effect throughout the term of the special use license. If the policy is not so maintained, the license shall automatically become void. The conditions of the policy shall be as follows:

The insurance policy shall be issued by an insurance company authorized to do business in the State of Texas and shall be reviewed by the city attorney. The policy shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the licensee, its agents, servants or employees. The minimum amounts of such insurance shall be two hundred fifty thousand dollars and no cents ($250,000.00) for death of or injury to any person in any one accident, five hundred thousand dollars and no cents ($500,000.00) for death of or injury to two or more persons in any one accident, and one hundred thousand dollars and no cents ($100,000.00) for property damage arising out of any one accident or other cause. The minimum amounts of insurance coverage may be increased by the City when it is in the best interest of the public.

The policy of insurance shall name both the licensee and the City as insurers to the full amount of the policy limits. Such policy shall insure to the benefit of any person in whose favor a judgment may be rendered, but may contain a provision that suit against the insurer may not be brought until the licensee has failed to pay the final judgment of a court of competent jurisdiction against him.

The policy shall contain a provision that it may not be cancelled, revoked or annulled by the insurer without giving the City ten days prior to written notice. The licensee shall not surrender or release such policy without filing in lieu thereof-another policy complying with the requirements of this Section, or surrendering the special use license.

Neither the City or any officer or employee thereof shall be liable for the financial responsibility of any insurer, or in any manner become liable for any claim, act, or omission, relating to the licensee's use of the public right-of-way.

(2) A hold harmless and indemnification form, in which the licensee agrees to indemnify, defend and hold harmless the City, its officers, agents, servants and employees from any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with licensee's use of the public right-of-way.

Please attach the following to this completed application form:

(1) A plan of the area being requested for a special use license, showing all adjacent lot(s), easement(s), or other improvements contained on the public right-of-way and any and all improvements to be placed on such by the applicant.

(2) A transmittal letter including specific information, special circumstances or conditions which apply to the request.

STATE OF TEXAS
COUNTY OF BRAZOS

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, LARRY SCHUECKLER is desirous of placing STONE RET. WALL in the right-of-way in front of the property owned by — the street address of 2950 N. TRADITIONS BLVD, Bryan, Texas; and

WHEREAS, the placement of said STONE RETAINING WALL in the CITY OF BRYAN's right-of-way cannot be performed without the acquiescence of the said CITY OF BRYAN upon such terms and conditions as it deems necessary for the public good.

NOW, THEREFORE, for and in consideration of the acquiescence of the said CITY OF BRYAN to the placement of said STONE RETAINING WALL in the right-of-way in front of through 2950 N. TRADITIONS, Bryan, Texas, I, DALE CHRISTIAN, on my behalf and on behalf of my heirs, executors, administrators, assigns and successors, do hereby covenant and agree as follows:

I, DALE CHRISTIAN, agree to indemnify, hold harmless and release the CITY OF BRYAN, its officers, agents, employees and representatives from any and all loss of cost, expense or damage resulting from or arising out of, any accident or occurrence causing injury or death to any person, or injury, destruction or loss of any property due to the placement of STONE RETAINING WALL in the right-of-way in front of the property located at 2950 N. TRADITIONS BLVD, Bryan, Texas

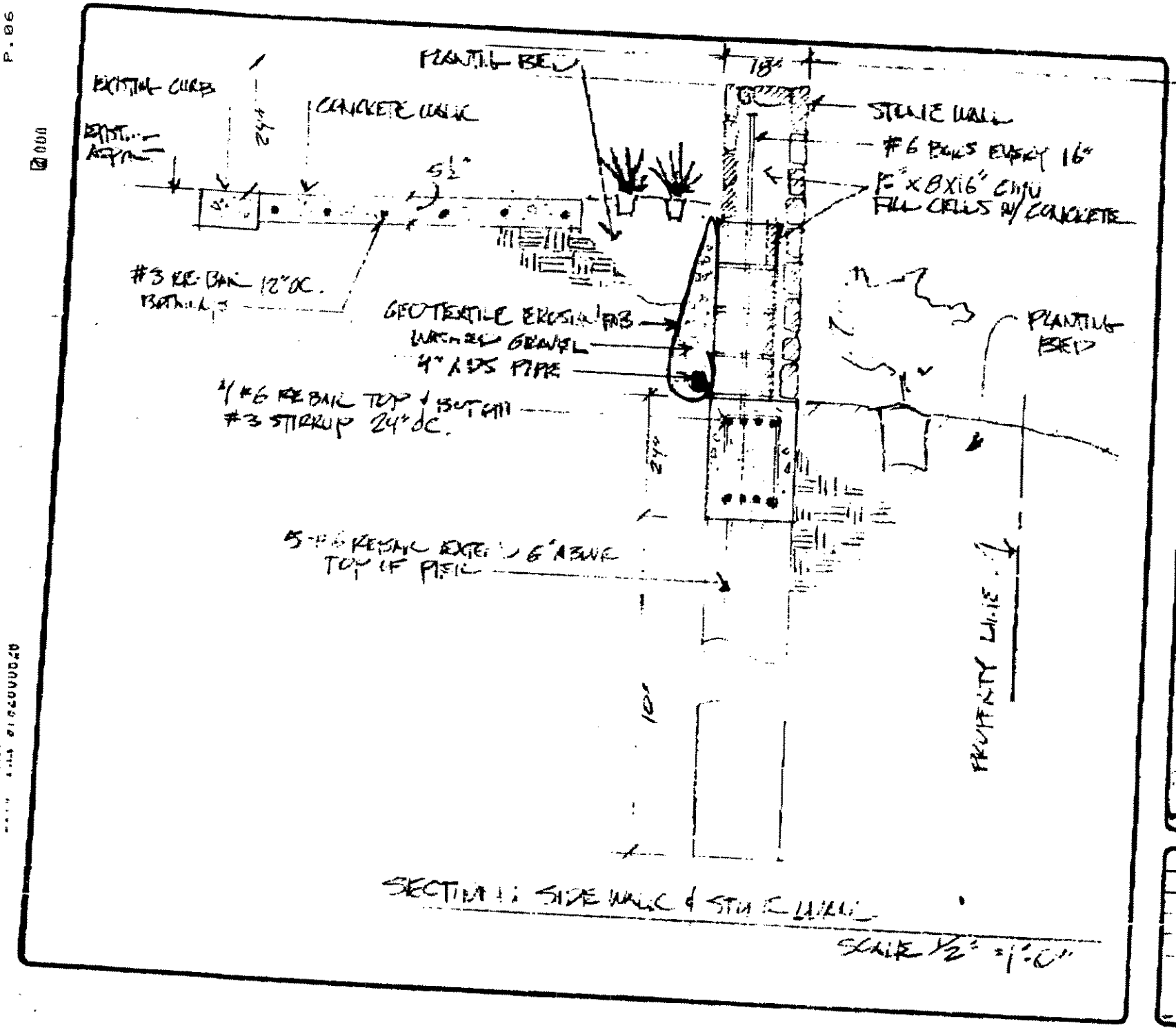
I, DALE CHRISTIAN, further agree that should any action or proceedings be brought against the CITY OF BRYAN by reason of any claim related to the above-referenced STONE RETAINING WALL, I, upon written notice from the CITY OF BRYAN, shall, at my own expense, resist and defend same. It is my intention that this Agreement be considered to be a covenant running with the title to the aforementioned property

WITNESS MY HAND this _____ day of APRIL 4/4/06

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the ___ day of _____, 20__, by _____

NOTARY PUBLIC, STATE OF TEXAS

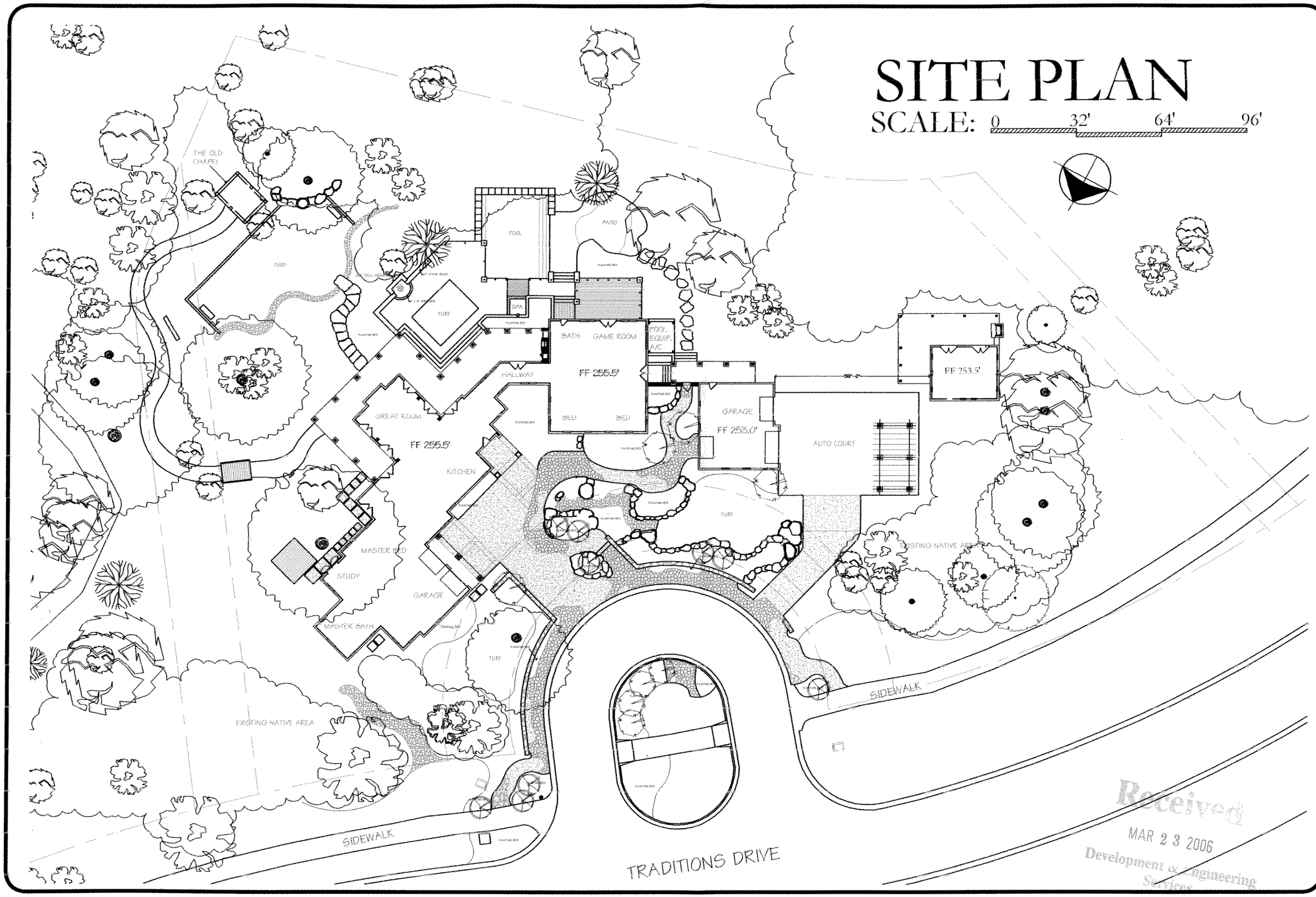


REVISIONS BY

the land design group inc.
2950 NORTH TRADITION DRIVE

SITE PLAN

SCALE: 0 32' 64' 96'



Received
MAR 23 2006
Development & Engineering Services