



INSTRUCTIONS FOR COMPLETING AN ENCROACHMENT AND JOINT USE AGREEMENT OF A RIGHT-OF-WAY

All forms shall be signed in ink only by a property owner, legal partner or corporate officer. An authorized agent of the landowner must submit a Power of Attorney.

PLEASE SUBMIT ALL OF THE FOLLOWING REQUIRED DOCUMENTS:

1. One copy of the Application with an original signature.
2. One copy of the Right-of-Way Joint Use Agreement with an original signature, signed and notarized. Do not submit copies of signatures and notary acknowledgments.
3. One copy of EXHIBIT NO. 1 that contains the precise metes and bounds description of the part of the right-of-way to be used. This information is best provided by a registered land surveyor. **Note that the City staff is not authorized to prepare this information.** Do not place drawings or plats on this exhibit.
4. One copy of EXHIBIT NO. 2 which shows in graphic form the nature of the encroachment with dimensions. Please limit the area of usage of the right-of-way to only that needed to accommodate your needs. Plans or drawings may be reduced, provided the final document is legible. City staff will make final decision on legibility.
5. The Public Works Department may require an additional EXHIBIT NO. 2A which may include a detailed drawing or cross sectional drawings of decks, signs, retaining walls, fences, driveways, piers, footings, etc. to fully evaluate the extent of the right-of-way.
6. One copy of EXHIBIT NO. 3 with original signatures, signed by all agencies listed regardless of whether they have utility equipment in the easement. This will need to be done before submitting to the City of Southlake.
7. After this agreement is filled out, you will need to return it to Public Works Department and pay:
 - The ROW Encroachment Permit Fee of \$255.
8. This agreement will be circulated through the Planning and Development, Building Inspection and Public Works Departments within the City of Southlake. Please allow approximately seven to ten working days to complete the circulation process.
9. Then the agreement will be placed on a City Council Agenda for Council review and approval. Council approval may take 3-4 weeks.
10. After approval by the City Council and necessary City departments, a copy of the signed agreement is forwarded to the Building Permit Department for retention in any pending permit files, a copy is retained in the Public Works Department and a copy is sent to the applicant for their records.

Submit these documents to:

City of Southlake
Department of Public Works
1400 Main Street, Suite 320
Southlake, TX 76092



APPLICATION FOR ENCROACHMENT AND JOINT USE AGREEMENT OF A RIGHT-OF-WAY

Date of Submittal

To the City of Southlake:

The undersigned hereby makes application to allow an encroachment and joint use of the right-of-way situated on or abutting property located at _____, and described by metes and bounds in Exhibit No. 1 of the attached agreement.

The reason for the encroachment and use of the right-of-way is as follows:

Printed Name of Property Owner

Telephone

Signature of Property Owner

Fax Number

Address

City

State

Zip



Right-of-Way Joint Use Agreement

THE STATE OF TEXAS §
COUNTY OF _____ §

Be it known, that the City of Southlake, herein after referred to as "City," and its franchised Utility Companies, herein referred to as "Utilities," do consent and agree to permit the following _____, herein after referred to as "Applicant," to use an right-of-way, situated on or abutting LOT _____, BLOCK _____, OF _____ IN THE CITY OF SOUTHLAKE, TEXAS, as described on the attached Exhibit No. 1, depicted graphically on the attached EXHIBIT No. 2 and consented to by the public utility companies as listed on the attached EXHIBIT No. 3, to be used for the purposes of _____

_____ and being subject to the following conditions:

I.

That the Applicant, his successors or assigns shall maintain in good condition all of the right-of-way area and the improvements situated thereon; and, that City and Utilities shall not become responsible for such maintenance at any time in the future.

II.

That the Applicant shall and does hereby agree to indemnify and hold harmless the City and the Utilities from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the right-of-way or act of omission, neglect or wrong doing of Applicant, his officers, agents, employees, invitees or other persons, with regard to the improvements and maintenance of such improvements; and the Applicant shall, at his own cost and expense, defend and protect City and Utilities against any and all such claims and demands.

III.

That the Applicant shall arrange for all activities and improvements in the right-of-way to be discontinued and / or removed within thirty (30) days of written notification, at the discretion of City, for:

- (1) Lack of maintenance to the right-of-way;
- (2) Failure to provide access to the City or its designees; or
- (3) Compliance with a City Council directive that use of the right-of-way by the Applicant be discontinued and the cost associated with the discontinuing of such activities, and the removal of such improvements, as well as property adjacent to the right-of-way necessitated by such discontinuation of the right-of-way use, shall be borne by the Applicant.

IV.

That the Applicant, his successors or assigns shall not seek compensation from City or Utilities for loss of the value of the improvements made hereunder when such improvements are required to be removed by Applicant.

V.

This agreement shall be filed of record in the Deed Records of Tarrant County, Texas, and shall bind all future owners of this lot and shall for all purposes be considered a covenant running with the land.

IN TESTIMONY WHEREOF, Applicant executes this Right-of-Way Use Agreement on this _____ day of _____, 20_____.

Printed Name

City of Southlake

By: _____
Applicant's Signature

By: _____
Mayor

NOTE: Complete the attached acknowledgements.

Note: Only complete the appropriate acknowledgements

THE STATE OF TEXAS
COUNTY OF TARRANT

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Corporate Acknowledgment

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said _____, a corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF TARRANT

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Individual Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, 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 same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF TARRANT

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City of Southlake Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said _____, a municipal corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OFFICE this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

My Commission Expires: _____

EXHIBIT NO. 1

Being that portion of that certain right-of-way situated in _____ Addition/Survey to the City of Southlake, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

EXHIBIT NO. 2

The following is a drawing depicting the area or portion of the right-of-way and property described in Exhibit No. 1 that is subject to the encroachment and joint use agreement in this application showing the nature of the encroachment and use with dimensions.

This drawing shall include a north arrow, legal description of the subject property and adjoining properties. Indicate on the drawing whether the encroachment is for a **utility, drainage, private access, easement or right-of-way**.

EXHIBIT NO. 2A

The following is a detail and / or cross section drawing of the improvement(s) in right-of-way to be subject to the encroachment and joint use agreement in this application.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchise with the City of Southlake, do hereby consent to the encroachment and joint use of the described portion of right-of-way requested in this Application for encroachment and joint use of a right-of-way.

Oncor Electric Delivery Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

AT&T / Southwestern Bell Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Verizon Telephone Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Tri-County Electric Company

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Charter Communications, Inc.

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

City of Southlake

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Atmos Energy

By: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

SERVICE PROVIDER CONTACTS FOR EASEMENTS IN SOUTHLAKE

<p><u>Oncor Electric Delivery</u> Budd Rodgers, Distribution ROW Agent 109 Crestwood Lane Springtown, TX 76082 Office: (817) 443-3434 Mobile: (432) 234-9052 Email: buddy.rodgers@oncor.com</p>	<p><u>Tri-County Electric Cooperative, Inc.</u> Lauren Baccus, Development Coor. 4900 Keller-Hicks Road Fort Worth, TX 76244 Office: (817) 752-8226 Fax: (817) 431-9680</p>
<p><u>AT&T/Southwestern Bell</u> Eric Williams Manager Engineering Design 1460 Round Table Drive, Room 1000 Dallas, TX 75247 Office: (214) 745-2964 Fax: (214) 745-8230</p>	<p><u>Verizon Telephone</u> Joe Garza Superintendent – Network Engineer Office: (972) 252-0770 Cell: (325) 245-5102 Email: joe.garza@ftr.com</p>
<p><u>Charter Communications, INC</u> Marla Collier, Charter Coordinator Office: (817) 298-3615 Email: Marla.Collier@charter.com</p>	<p><u>Atmos Energy (Gas)</u> Greg Zylka, Project Manager 2000 Reliance Pkwy Bedford, TX 76021 Office: (817) 685-1257 (ext. 1313) Fax: (817) 359-1338 Email: gregory.zylka@atmosenergy.com</p>