



INSTRUCTIONS FOR COMPLETING AN ENCROACHMENT AND JOINT USE AGREEMENT OF A PUBLIC DRAINAGE AND / OR UTILITY EASEMENT OR 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, signed in black ink.
2. One copy of the Easement / Right-of-Way Joint Use Agreement with an original signature, signed and notarized in black ink. 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 easement or 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 easement / 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 Engineering 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 encroachment
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 Colleyville.
7. After this agreement is filled out, you will need to return it to Community Development Department and pay the \$55.00 application fee.
8. This agreement will be circulated through the Community Development, Building Inspection and Engineering Departments within the City of Colleyville. Please allow approximately seven to ten working days to complete the circulation process. Easement encroachments may be approved administratively. Right-of-way encroachments require approval by the City Council.
9. After approval by the necessary City departments, a copy of the agreement is forwarded to the Building Permit Department for retention in any pending permit files. The Community Development Department is responsible for filing the agreement in the deed records of Tarrant County. After filing with Tarrant County, a copy is retained in the Engineering Department and a copy is sent to the applicant for their records.

Submit these documents to:

City of Colleyville
Community Development Department
100 Main Street
Colleyville, TX 76034
817.503.1050 office
817.503.1059 fax

**APPLICATION FOR ENCROACHMENT AND JOINT USE AGREEMENT
OF A PUBLIC DRAINAGE AND / OR UTILITY EASEMENT OR RIGHT-OF-WAY**

Date of Submittal

To the City of Colleyville:

The undersigned hereby makes application to allow an encroachment and joint use of a portion of the public drainage and / or utility easement or 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 easement/right-of-way is as follows:

Printed Name of Property Owner

Telephone

Signature of Property Owner

Fax Number

Address

City

State

Zip

Easement / Right-of-Way Joint Use Agreement

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Be it known, that the City of Colleyville, 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 easement / right-of-way, situated on or abutting LOT _____, BLOCK _____, OF _____ IN THE CITY OF COLLEYVILLE, 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 easement 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 easement / 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 easements 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 easement / 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 easement 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 easement / right-of-way necessitated by such discontinuation of the easement / 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 Easement / Right-of-Way Use Agreement on this _____ day of _____, 20_____.

City of Colleyville

Printed Name

By: _____
Director of Public Services

By: _____
Applicant's Signature

NOTE: Complete the attached acknowledgements.

EXHIBIT NO. 1

Being that portion of that certain public utility easement / drainage easement / right of way situated in _____ Addition/Survey to the City of Colleyville, 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 easement / 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 the utility easement / drainage easement / 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 Colleyville, do hereby consent to the encroachment and joint use of the described portion of such drainage and / or utility easement or right-of-way requested in this Application for encroachment and joint use of a public drainage and utility easement or right-of-way Lot(s) _____, Block(s) _____ of the _____ Addition to the City of Colleyville, Tarrant County, Texas.

Street name: _____

TXU Electric & Gas Company

Southwestern Bell Telephone Company

By: _____
(Please Print)

By: _____
(Please Print)

Title: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Signature: _____

Verizon Telephone Company

Tri-County Electric Company

By: _____
(Please Print)

By: _____
(Please Print)

Title: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Signature: _____

Comcast Cable, Inc.

City of Colleyville

By: _____
(Please Print)

By: _____
(Please Print)

Title: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Signature: _____

SERVICE PROVIDER CONTACTS FOR EASEMENTS IN COLLEYVILLE

<p><u>TXU Electric Delivery</u> Dean Rhea, Designer 2001 N. Industrial Bedford, TX 76021 (817) 858-2579</p>	<p><u>Tri-County Electric</u> Brant Hargrave, Utility Design Engineer 4740 Keller-Hicks Road Keller, TX 76248 (817) 431-1541 Fax: (817)431-9680</p>
<p><u>Southwestern Bell Telephone</u> Velma Johnson Manager Engineering Design 1116 Houston St., Room 1404 Fort Worth, TX 76102 Office: 817-338-6803 Fax: 817-338-6781</p>	<p><u>Verizon Telephone</u> 500 John Carpenter Frwy TXG31E01 Irving, TX 75062 Darrell Frederick, Supervisor-NE OSP (972) 413-2733 Steve Gentry (940) 381-9294 Steve Olinsky (972) 318-5274</p>
<p><u>Comcast Cable</u> Alex Oliveros, Designer 1545 Chenault Dallas, TX 75228 (817) 317-7951 (214)320-5433</p>	<p><u>Atmos Energy (Gas)</u> P.O. Box 650654 Dallas, TX 75265-0654 1-800-460-3030 Bob Carroll, Manager Right of Way</p>