



Development Services  
 P.O. Box 369 (Mailing)  
 303 E. Pecan St. (Physical)  
 Johnson City, Texas 78636  
 (830) 868-7111, Ext. 4  
 (830) 868-7718 (Fax)

Application Date: \_\_\_\_\_

**ENCROACHMENT LICENSE  
 AGREEMENT APPLICATION**

1. Name of Applicant: \_\_\_\_\_
2. Property Address: \_\_\_\_\_
3. Legal Description of Property: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Nature of Encroachment (Describe): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
5. Purpose of Encroachment (Describe why you are requesting permission to place an encroachment upon the City's right-of-way): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. I have read and fully understand the City of Johnson City's Encroachment License Agreement, which I have executed and submitted along with this Encroachment Permit Application.
7. The Permit Application Fee (for the City's Fee Schedule and Code regulations, please refer to [www.johnsoncitytx.org](http://www.johnsoncitytx.org).) is included with this Permit Application. I understand that the purpose of this fee is to process my application and that this fee is non-refundable, whether or not I am granted an Encroachment License by the City Council.
8. I understand that this Encroachment Permit Application constitutes a government document. Further, I swear or affirm that the information that I have provided herein is true and correct to the best of my knowledge.

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 (Applicant Signature)

<p><u>Office Use Only:</u></p>
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## ENCROACHMENT LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between the City of Johnson City, Texas, a Type A municipal corporation as licensor hereinafter referred to as ("City") acting by and through its Mayor pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_\_, and \_\_\_\_\_ hereinafter referred to as ("Licensee").

I. Premises. The City has agreed to grant to Licensee a license for the placement of a \_\_\_\_\_ in City right-of-way known as \_\_\_\_\_ Road located adjacent to \_\_\_\_\_, Johnson City, Blanco County, Texas and as more specifically described in Exhibit "A" which is attached hereto and incorporated herein and for all purposes. The described area is hereinafter referred to as the "Premises".

II. Purpose and Use. For and in consideration of the observance of the terms and conditions set forth herein, City grants a license for a specific use of the premises which is reasonably necessary for \_\_\_\_\_ . This license does not grant to licensee the authority to use any area beyond the Premises.

III. City Superior Interest. Licensee acknowledges that this license is personal in nature, and, therefore, is revocable by City and the City does not purport to convey any real property interest in any of the property over, under or upon the Premises. City reserves the right to enter upon the Premises for asserting its superior easement rights or for emergency purposes.

IV. Term. The license granted hereby shall be for a term of \_\_\_\_\_ years beginning on the effective date of this Agreement unless terminated by the City or the licensee pursuant to the terms hereof.

V. Termination. The parties agree that this Agreement may be terminated by the City or licensee at any time prior to the expiration of the license term by giving ten (10) days written notice of such intent to the address provided in Section VI.

VI. Notices. Notices required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage pre-paid, addressed:

To Licensor:

City of Johnson City  
City Secretary  
P.O. Box 369  
Johnson City, TX 78636

To Licensee:

(name)  
(address)  
Johnson City, TX 78636

VII. Indemnification. LICENSEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, agents, officers, directors, consultants, subconsultants, contractors, subcontractors, volunteers, representatives and invitees of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property

damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to LICENSEE's activities or CITY's activities under this LICENSE, including any acts or omissions of LICENSEE, and any respective agent, officer, director, representative, employee, consultant or subconsultant, contractor, subcontractor, sublicensee, assignee, invitee, volunteer or service provider of LICENSEE, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this LICENSE, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONSULTANTS, SUBCONSULTANTS, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, REPRESENTATIVES AND INVITEES, OF CITY, UNDER THIS AGREEMENT. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity. LICENSEE shall promptly advise CITY in writing of any claim or demand against CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE's activities or CITY's activities under this LICENSE and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LICENSEE of any of its obligations under this ARTICLE.

It is the EXPRESS INTENT of the parties to this LICENSE that the INDEMNITY provided for in this ARTICLE is an INDEMNITY extended by LICENSEE to INDEMNIFY, PROTECT AND HOLD HARMLESS the City from the consequences of THE CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. LICENSEE further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, agents, officers, directors, consultants, subconsultants, contractors, subcontractors, volunteers, representatives, and invitees, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

VIII. Authority. The signer of this Agreement for Licensee hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Licensee and that he or she has had full opportunity to read the contents hereof and to seek its review by legal counsel.

Executed to be effective after passage of the ordinance authorizing this Agreement by the Johnson City City Council. ("Effective Date").

LICENSOR:

LICENSEE:

City of Johnson City,  
a Texas Type A Municipal Corporation

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Secretary