

**CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT**



**Revocable Encroachment Permit Application
Required Submittal Documentation**

October 1, 2016

1. Revocable Encroachment Permit Application – Completed in legible print or typed
2. Written Request from Property Owner – Name, Address, Phone Number included, Email address if applicable
3. Copy of the current deed
4. Notarized Owners Signature page, labeled “Exhibit A”
5. A legible 8-1/2- x 11-inch or 8-1/2 x 14-inch site plan labeled (use appropriate scale), labeled “Exhibit B”, clearly showing the following information:
 - a. Project Name
 - b. Project Number (P##-###)
 - c. North Arrow
 - d. Legal Description
 - e. Label and Dimension the Easement
 - f. Label and Dimension every “Encroachment” Feature (e.g., 6-foot masonry wall, irrigation well, light poles etc.) from Two Intersecting Property Lines or from One Parallel Property Line, as appropriate.
6. Legal description of the encroachment area; provide locations of all features encroaching into the easement. Please contact Public Works if you have questions. (can be located on Exhibit B or a separate sheet if necessary– labeled as “Exhibit C”)
7. Application fee plus the recording fees. Checks made payable to: City of Port St. Lucie.
 - a. \$80.00 Revocable Encroachment Permit application plus St. Lucie County recording fees.
 - b. St. Lucie County Recording Fees = \$10.00 first page, \$8.50 each additional page (*5 pages minimum)
 - Permit = 3 pages (applicant completes form provided by City)
 - Exhibit “A” - Notarized Owners Signature form = 1 page (applicant completes form provided by City)
 - Exhibit “B” - Site Plan with improvements = 1-page minimum (provided by applicant)
 - Other pages (such as LLC affidavits or additional sheets for site plan) may be necessary and are determined on a case by case basis

For help in determining the fees please contact the Public Works Department once all documents are completed.
8. Letters from Utility Companies, on their letterhead, stating that the utility has no objection to the proposed improvement within the easement are recommended but not required.

Utility Contact Information

Comcast	Mr. Tim Korndoerfer Timothy_Korndoerfer@cable.comcast.com	772-201-3587 ph / 772-692-0759 fax
Bellsouth/AT & T	Mr. Ivan Arill	772-460-4441 ph / 772-466-5651 fax
Florida Power & Light	Ms. Shareka Allore shari.j.allore@fpl.com	772-337-7025 ph / 772-337-7099 fax
Florida City Gas	Mr. Ron Mueller	321-638-3424 ph / 321-633-6733 fax

**CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT**



**Revocable Encroachment
Permit Application**

October 1, 2016

Commercial Project Name: _____

Commercial Project Number: _____

Parcel ID Number: _____

Property Legal Description

Lots/Tracts: _____

Block: _____

Section: _____

Property Address: _____

Present Owner(s) of Record: _____

Contact Information

Contact Name: _____

Contact Company: _____

Contact Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Check List

- Application
- Copy of the current deed
- Written Request from Property Owner – Name, address, phone number, email address
- Revocable Encroachment Permit – 3 pages
- Exhibit A - Notarized Owner's Signature page
- Exhibit B Exhibit C *only if needed (LLC)
- Application Fee plus the recording fees. Checks made payable to: City of Port St Lucie
- "No objection" letters from utility companies are recommended but not required.

Prepared by and when recorded return to:
Robin Dorfmeister, Administrative Assistant
City of Port St. Lucie, Public Works Department
121 SW Port St. Lucie Boulevard, Bldg. B
Port St. Lucie, Florida 34984
Telephone: 772-871-5177
(Reviewed by: Ella M. Gilbert, Staff Attorney)

Commercial Project Name: _____
Site Plan Project No. _____

Parcel ID Number: _____ - _____ - _____ - _____ / _____

Property Legal Description: Lot(s) _____, Block _____, PORT ST LUCIE SECTION _____

Site Address: _____, Port St. Lucie, FL

Present Owner(s) of Record: _____

REVOCABLE ENCROACHMENT PERMIT

THIS REVOCABLE ENCROACHMENT PERMIT ("Permit") is issued by the **CITY OF PORT ST. LUCIE, a Florida municipal corporation** ("CITY"), to _____ ("PERMITEE")

to allow PERMITEE to encroach in, over, upon, or under CITY'S easement for the sole purpose of constructing, maintaining and utilizing _____

_____. PERMITEE agrees to and accepts the below terms, conditions and restrictions of this Revocable Encroachment Permit, as evidenced by the attached Exhibit "A," which is incorporated herein, and acknowledges that said terms, conditions and restrictions shall run with PERMITEE'S real property and be binding upon PERMITEE'S heirs, legal representatives, members, assigns, and successors in interest.

The issuance of the Permit by CITY for the proposed encroachment(s), as depicted in Exhibit "B," which is attached hereto and incorporated herein, is for the benefit of PERMITEE'S property located at the street address _____ in Port St. Lucie, Florida, and more fully described as follows:

[PROPERTY LEGAL DESCRIPTION PER DEED]

This Permit is subject to the following requirements, conditions, restrictions, limitations and obligations:

1. **ENCROACHMENT.** PERMITEE shall construct for its use only those improvements that are depicted and more fully described in the attached Exhibit(s) _____ for the purpose of constructing, placing, using and maintaining _____, which are proposed to encroach upon CITY'S existing easement.

REVOCABLE ENCROACHMENT PERMIT

Present Owner(s) of Record: _____
Property Address: _____, Port St. Lucie, FL

2. TERM/REVOICATION. This Permit shall run with the land and the terms and conditions set forth herein, and all of the duties and liabilities created hereby, shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. The permission granted by CITY for shared use of the existing described lands is *subject to revocation* by CITY upon written notice to the property owner of record, as listed in the public tax records, at the time the written notice is issued. Furthermore, this Permit neither conveys to PERMITEE any right, title or interest in or to any of the legal or equitable easement rights of CITY, nor serves as CITY'S abandonment of its rights in and to the easement being encroached upon.

If CITY exercises its right to revoke this Permit and provides PERMITEE with written notice of such revocation, PERMITEE and/or any successors, assigns or future holders of interest in the land shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at PERMITEE'S sole cost and expense, within thirty (30) days of PERMITEE'S receipt of CITY'S written notice of revocation, unless the emergency of the situation requires the removal of the encroachment to be accomplished in a shorter period of time. Said written notice of CITY'S revocation of this Permit shall be made by certified mail, return receipt requested, hand-delivery, or personal service. In the event that removal of the encroachment(s) and restoration are not accomplished within thirty (30) days after PERMITEE'S receipt of CITY'S notice of revocation, CITY shall be hereby authorized to remove the encroachment(s). PERMITEE agrees to immediately reimburse CITY for any and all costs incurred for said removal and restoration. The CITY shall have the right to make an assessment against the real property and collect the costs of removal and restoration in the same manner as general taxes are collected under state and local laws.

3. INDEMNIFICATION. PERMITEE releases, waives, relinquishes, discharges, holds harmless, and will indemnify CITY, its officers, elected officials, employees, agents, successors and assigns, from and against any and all claims, actions, damages, costs, losses, expenses, causes of action, demands and liabilities of any nature and character whatsoever, that PERMITEE may have, known or unknown, arising in any manner from or related to PERMITEE'S construction, maintenance, repair, removal, or utilization of the above-described encroachment(s). The types of claims, actions, causes of action, demands and liabilities that are released, waived, discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for any future revocation of this Permit by CITY, or acts of PERMITEE'S contractors, agents, employees, members, invitees, and consultants. Further, PERMITEE understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of CITY, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind PERMITEE and PERMITEE'S heirs, legal representatives, members, assigns and successors in interest.

4. PRIORITY OF USE. This Permit is made subordinate to the right of CITY to use said easement area for its intended purpose. It is understood and agreed that if CITY subsequently determines, in its sole discretion, to use or occupy the area of the encroachment, then the encroachment hereby authorized may be modified or removed completely. The public use and/or condition of the encroachment area shall be restored by spreading material uniformly over the site, and seed and sod as necessary, at PERMITEE'S sole cost and expense, and to the satisfaction of the Public Works Director/City Engineer or City Manager. CITY'S decision as to the necessity of restoring such public use, occupancy, or improvements shall be final and

REVOCABLE ENCROACHMENT PERMIT

Present Owner(s) of Record: _____

Property Address: _____, Port St. Lucie, FL

binding upon PERMITEE and PERMITEE'S heirs, legal representatives, members, assigns and successors in interest.

5. EXCAVATION. PERMITEE shall contact Sunshine State One-Call of Florida, Inc. (SSOCOF), prior to any digging or excavation. Chapter 556 of the Florida Statutes requires the excavator to contact SSOCOF (Toll Free 1-800-432-4770) to obtain a valid locate ticket and have the locate ticket available at the job site to insure compliance.

6. CONFLICTING PERMITS. If a prior encroachment conflicts with this Permit, the new PERMITEE must arrange for any necessary removal or relocation with the prior PERMITEE. Any such removal or relocation will be at no expense to the CITY.

7. NO PRECEDENT ESTABLISHED. This Permit is issued with the understanding that any action herein is not to be considered as establishing a precedent, as to the utility or the acceptability, of any permit to any other or future situation. Each approval of a Revocable Encroachment Permit will be determined on a case-by-case basis using the policy guidelines approved by the Port St. Lucie City Council.

CITY:

**CITY OF PORT ST. LUCIE,
a Florida municipal corporation**

Signed in the presence of:

By: _____
Gregory J. Oravec, Mayor

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

On this _____ day of _____, 20____, GREGORY J. ORAVEC as Mayor of the City of Port St. Lucie, a Florida municipal corporation, and authorized to act on behalf of the City of Port St. Lucie, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Print Name of Notary Public

NOTARY SEAL/STAMP

Notary Public, State of _____

My Commission expires _____

REVOCABLE ENCROACHMENT PERMIT

Present Owner(s) of Record: _____

Property Address: _____, Port St. Lucie, FL

EXHIBIT " A "

PERMITEE, _____ is the owner of the property for which the Revocable Encroachment Permit ("Permit") is being issued, and after reviewing the terms, conditions and restrictions of the Permit, PERMITEE has applied for and accepts this Permit, and PERMITEE has read and knows the contents thereof, and for PERMITEE and PERMITEE'S heirs, legal representatives, members, assigns, and successors in interest, as owners or occupants of the parcel of land therein described, PERMITEE agrees to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

DATED this _____ day of _____, 20____.

PERMITEE:

Signed in the presence of:

Witness

Print Name: _____

Witness

Print Name: _____

By: _____

Print Name: _____

Title: _____

STATE OF)
) ss
COUNTY OF)

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, an officer duly authorized to administer oaths and take acknowledgments _____, as _____, of _____, and authorized to act on said entity's behalf, is personally known to me or proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Print Name of Notary Public

NOTARY SEAL/STAMP

Notary Public, State of _____

My Commission expires _____

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS
OF FLORIDA LIMITED LIABILITY COMPANY**

WE,

(Print full name(s) and all title(s) of persons and entities in the following spaces; if more space is needed, print additional names and titles on a separate paper to be marked as Exhibit "A" and attach Exhibit "A" to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2010), as same may be amended from time to time)

Full name:

Title(s):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

1. The foregoing persons or entities set forth above and on Exhibit "A", if applicable, which Exhibit "A" is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in Section 605.0102, Fla. Stat. (2015), as same may be amended from time to time, of the Florida Limited Liability Company known as _____
_____ (Print name of the Florida limited liability company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);

2. There are no Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit "A," if applicable.

3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 605.0102, Fla. Stat. (2015), as same may be amended from time to time, which prohibit, restrict, or limit in any way or in any manner the

execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____
(Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit "A," if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.

4. All of the foregoing persons or entities set forth above and on Exhibit "A," if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____
_____ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.

5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signatures

Print Name and Title(s)

Sworn to and subscribed before me this ____ day of _____, 20__, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

NOTARY SEAL/STAMP

Notary Signature

Print Name of Notary

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members and Managers, as needed).