

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Commercial Revocable Encroachment
Permit Application
Revision Date: June 2023



Submittal of this application does not guarantee approval. Fees are non-refundable.

Complete the following with legible printing in ink or typed and forward this application along with the required attachments to the City of Port St. Lucie Public Works Department. Illegible applications or attachments will be returned to the applicant. The City will complete the required paperwork and have the document recorded.

Commercial Project Name: _____

Commercial Project Number: _____

Present Owner(s) of Record: _____

Property Address: _____

Parcel ID Number: _____

Property Legal Description:

LOT/TRACT: _____

BLOCK: _____

SECTION: _____

Contact Name and Number: _____

Reason for request: _____

Required Attachments with Application

1. Written Request from Property Owner – Name, Address, and phone number included.
2. Original Notarized Signature Page.
3. Copy of the Current Recorded Deed.
4. Copy of Property Card

5. A legible 8-1/2- x 11 or 8-1/2 x 14-inch site plan (use appropriate scale) clearly showing the following information:

- a. Sealed Survey showing improvements in the easement
- b. Signed and Sealed description of the area in the easement written by Licensed Surveyor
- c. Legal Description
- d. Label and Dimension the Easement
- e. Label and Dimension “Encroachment” Feature on all sides

5. A check for the application fee plus the recording fees made payable to the City of Port St. Lucie. The application fee is \$80.00 and the St. Lucie County Recording Fee is as follows: \$10.00 first page, \$8.50 each additional page. Total for Application and Recording Fees will be calculated by the Public Works Department. **Total may vary based on number of pages being recorded.*

Minimum of 5 pages will be recorded: Permit 4 pages. Survey 1 or more pages

CITY OF PORT ST. LUCIE

PUBLIC WORKS DEPARTMENT

Commercial Revocable Encroachment



- **PROCESS**

- o Public Works review
- o Utility Department review
- o Legal Department review
- o Mayor's Signature
- o Record at County

- **ESTIMATED TIMEFRAME**

- o 4-6 weeks

Check List

- ☐ Application
 - ☐ Written Request from Property Owner, including name, address, phone number, and email address
 - ☐ Copy of Property Card
 - ☐ Copy of most recent deed
 - ☐ Notarized Owner's signature page of Revocable Encroachment Permit
 - ☐ Site plan with required information and description of the area in the easement
 - ☐ Cash or Check for the Application Fee plus the recording fees
- Checks made payable to: City of Port St Lucie

This instrument was prepared under the direction of:

James D. Stokes, Esq., City Attorney

Prepared by:

CITY OF PORT ST. LUCIE

Public Works Dept.

121 SW Port St. Lucie Boulevard, Bldg. B

Port St. Lucie, Florida 34984

(Space above this line reserved for recording office use only)

REVOCABLE ENCROACHMENT PERMIT

City of Port St. Lucie

THIS REVOCABLE ENCROACHMENT PERMIT (the "Permit") is issued by the **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (the "City"), to _____ (the "Permittee"), to allow Permittee to encroach in, over, upon, or under the City's easement for the sole purpose of constructing, maintaining, and utilizing pipes, curb, drive aisle, force main, drainage inlets, buffer wall, signage and landscaping, as depicted in Exhibit "B", which is attached hereto and incorporated herein, for the benefit of Permittee's property located at _____, Port St. Lucie, Florida, and more fully described as follows:

Lot __, Block __, Port St. Lucie Section ____, according to the plat thereof, as recorded in Plat Book __, Page __, of the Public Records of St. Lucie County, Florida (the "Property").

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

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

2. **TERM/REVOCATION.** 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 Property, their assigns, and their successors in interest. The permission granted by the City for shared use of the existing described lands *is subject to revocation* by the 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 Permittee any right, title or interest in or to any of the legal or equitable easement rights of the City, nor serves as the City's abandonment of its rights in and to the easement being encroached upon.

If the City exercises its right to revoke this Permit and provides Permittee with written notice of such revocation, Permittee and/or any successors, assigns or future holders of interest in the Property shall be responsible for the removal of the encroachment, obstruction, or structure and the restoration of the terrain, at Permittee's sole cost and expense, within thirty (30) days of Permittee's receipt of the City's written notice of revocation, unless the emergency of the situation requires the removal of the encroachment, obstruction or

REVOCABLE ENCROACHMENT PERMIT

structure to be accomplished in a shorter period of time. Said written notice of the 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, obstruction or structure and restoration are not accomplished within thirty (30) days after Permittee's receipt of the City's notice of revocation, the City shall be hereby authorized to remove the encroachment, obstruction or structure. Permittee agrees to immediately reimburse the City for any and all costs incurred for said removal and restoration. The City shall have the right to make an assessment against the 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.** Permittee releases, waives, relinquishes, discharges, holds harmless, and will indemnify the 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 Permittee may have, known or unknown, arising in any manner from or related to Permittee's construction, maintenance, repair, removal, or utilization of the above-described encroachment. 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 the City, or acts of Permittee's contractors, agents, employees, members, invitees, and consultants. Further, Permittee understands that this release, hold harmless and indemnification provision shall inure to the benefit of City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

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

5. **EXCAVATION.** Permittee 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 ensure compliance.

6. **CONFLICTING PERMITS.** If a prior encroachment conflicts with this Permit, the new Permittee must arrange for any necessary removal or relocation with the prior Permittee. 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.

8. **PERMITTEE'S ACCEPTANCE OF PERMIT TERMS.** As evidenced by the attached Exhibit "A", which is incorporated herein, Permittee agrees to and accepts the above terms, conditions and restrictions of this Revocable Encroachment Permit and acknowledges that said terms, conditions and restrictions shall run with Permittee's Property and be binding upon Permittee's heirs, legal representatives, members, assigns, and successors in interest.

REVOCABLE ENCROACHMENT PERMIT

CITY:

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

**Signed, sealed and delivered
in the presence of:**

Witness Signature

Print Name: _____

By: _____

Title: Shannon M. Martin, Mayor

Witness Signature

Print Name: _____

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

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this __ day of _____ 202_, by Shannon M. Martin as Mayor of the City of Port St. Lucie, who is [X] personally known to me, or who has [] produced the following identification: _____.

Signature of Notary Public

Print Name of Notary Public

Notary Public, State of Florida

My Commission expires _____

NOTARY SEAL/STAMP

REVOCABLE ENCROACHMENT PERMIT

EXHIBIT "A"

I hereby represent that I am 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, I accept this Permit for which I have applied, and that I have read and know the contents thereof, and for myself and my assigns and successors in interest, as owners or occupants of the parcel of land therein described, I agree to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

DATED this ___ day of _____, 2023.

PERMITEE:

**Signed, sealed and delivered
in the presence of:**

Witness Signature

Print Name _____

Witness Signature

Print Name: _____

By: _____
Signature

Print Name:

Title:

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization this ___ day of _____ 202_, by _____ as _____ of _____, a _____, who is [☐] personally known to me, or who has [☐] produced the following identification: _____.

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires _____

NOTARY SEAL/STAMP