



# City of Jacksonville Beach Public Works Department Revocable Encroachment Permit Application

Date: \_\_\_\_\_ Phone #: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Jacksonville Beach, FL 32250

Lot # / Block #: \_\_\_\_\_

R.E. #: \_\_\_\_\_

Type(s) of proposed construction (check appropriate lines below and add appropriate information):

- A.  Driveway apron constructed of pavers or specialty concrete
- B.  Dumpster Enclosure
- C.  Fence
- D.  Landscaping/Irrigation
- E.  Parking
- F.  Other (Specify): \_\_\_\_\_

Explain in more detail, if necessary:

\_\_\_\_\_

\_\_\_\_\_

- Owner **must** provide a **dimensioned copy of the plans on the property survey** of the construction site location showing the layout of the proposed construction to include the Right-of-Way.
- All construction must be accomplished in accordance with City specifications and requirements, as noted in Chapter 28 of the City Code of Ordinances.
- Owner is required to execute Attachment "A", Stipulations of Grant of Revocable Encroachment Permit (*attached*)
- Paver only information attachment:
  - *Exhibit A – Use this spec if property **does not** currently have a curb*
  - *Exhibit B – Use this spec if property **already** has a curb*
- **A \$40 permit fee is required at time of application. (check or cash only)**

Owner's Signature: \_\_\_\_\_

<b>Owner's name:</b> _____	<b>Subdivision: Property</b> _____
<b>Address:</b> _____	<b>Lot # / Block #:</b> _____
_____	<b>R. E Number</b> _____

**ATTACHMENT "A"**  
**STIPULATIONS OF GRANT OF REVOCABLE ENCROACHMENT PERMIT**

**ISSUED BY:** The City of Jacksonville Beach, hereinafter referred to as "City"  
**DATE OF ISSUE:** Date of issue of the City Revocable Right-of-Way Permit to which this is attached.  
**GRANTED TO:** Owner of property to which the same City Right-of-Way Permit is issued, hereinafter referred to as "USER."

**WITNESSETH:**

The CITY does hereby grant the USER permission on a revocable basis as described herein the right to enter upon the property of the City of Jacksonville Beach for the purpose as described in the City Revocable Right-of-Way Permit to which this is attached and if applicable any drawing(s) that are also attached.

Any facility maintained, repaired, erected and / or installed in the exercise of the privilege granted remains subject to relocation or removal on thirty (30) days notice by CITY to the USER, said notice to USER shall be given by written notice at the property and/or telephonically to the property owner phone number on file with the CITY. In case of inability of contact with the USER, the CITY will send notice via certified mail, return receipt requested, to the property owner address on file with the CITY. The depositing of said notice of cancellation in the United States mail shall constitute the notice of cancellation and the burden is upon USER to keep the CITY informed of USER's proper address.

The USER shall promptly make any and all necessary repairs to any facility erected or maintained in the exercise of the privilege herein granted and shall at all times maintain said facility in good and safe condition.

In the event it is necessary for the CITY or the CITY's approved representative or other franchised utility to enter upon the above-described property of the CITY, the USER shall replace at the USER's sole expense, any and all material necessarily displaced during the action of maintaining, repairing, operating, replacing or adding to the utilities and facilities of the CITY or franchised utility provider.

The facilities allowed by the permit shall meet the current requirements of the City Code, Building Codes, Land Development Code and all other land use and code requirements of the CITY.

The USER, prior to making any changes from the approved plans and/or method, must obtain written approval from the CITY'S Public Works Department for said change. The USER shall, at the discretion of the CITY, be requested to submit as-built drawings showing the change within thirty (30) days after the day of completion and prior to approval of certificate of occupancy.

This permit shall inure to the benefit of, and be binding upon, the USER and their respective successors and assigns. USER shall meet the terms and conditions of this permit and to all of the applicable State and CITY laws and/or specifications, to include utilities locate requirements and use limitations / requirements of public rights-of-way and other public land. USER further agrees that the CITY and its officers and employees shall be saved harmless by the USER from any of the work herein under the terms of this permit and that all of said liabilities are hereby assumed by the USER.

"The USER does hereby agree to defend, indemnify, and hold the CITY harmless from, and pay for, all demands, claims, actions, suits, judgments, liabilities, damages, costs, expenses, and attorneys' fees of any nature or kind whatsoever resulting from the USER's use of the subject property. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the FDOT's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat."

<b>AGREED TO BY:</b> _____	<b>Printed Name:</b> _____	<b>Date:</b> _____
<b>Witness:</b> _____	<b>Printed Name:</b> _____	<b>Date:</b> _____
<b>City Representative:</b> _____	<b>Printed Name:</b> _____	<b>Date:</b> _____