



REVOCABLE ENCROACHMENT AGREEMENT
City of Atlantic Beach
800 Seminole Road, Atlantic Beach, FL 32233

****ALL INFORMATION
HIGHLIGHTED IN GRAY
IS REQUIRED.**

REVOCABLE ENCROACHMENT AGREEMENT by the City of Atlantic Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" and _____ of Atlantic Beach, Florida, hereinafter referred to as "USER".

WITNESSETH:

That the CITY does hereby grant the USER permission on a revocable basis as described herein the right to enter upon the property for the purpose as described in the City of Atlantic Beach.

This work is generally described as _____. 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 USER, said notice to USER shall be given by certified mail, return receipt requested, to the following address _____.

- 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 easement or 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 of the utilities and facilities of the CITY or franchise 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, including City Code Section 19-7(h) which states "Driveways that cross sidewalks: City sidewalks may not be replaced with other materials, but must be replaced with smooth concrete left natural in color so that it matches the existing and adjoining sidewalks."
- The USER, prior to making any changes from the approved plans and/or method, must obtain written approval from the City of Atlantic Beach Public Works Department, for said change within 30 days after the day of completion.
- 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 easements, public right-of-ways 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.

Date _____

Property Owner/Agent (signed in presence of Notary Public)

STATE OF FLORIDA, COUNTY OF DUVAL

The foregoing instrument was acknowledged this _____ day of _____, 20 _____,

by _____, who personally appeared before me and
(printed name of Signer)

acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Signature of Notary Public, State of Florida
 Personally Known
 Produced Identification (Type) _____

Department Approval:

Scott Williams, Public Works Director