

Prepared by:
Marcus Duffy, City Attorney



Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Parcel ID _____

Permit # _____

2' EASEMENT ENCROACHMENT LICENSE AGREEMENT **MECHANICAL EQUIPMENT OR WALKWAYS**

This Encroachment License Agreement ("Agreement") made this ____ day of _____, 20 __, by and between the **CITY OF PALM COAST**, a Florida municipal corporation, (hereinafter referred to as "City"), whose address is 160 Lake Avenue, Palm Coast, FL 32164, and

_____ (hereinafter referred to as "Owner") whose address is _____

WHEREAS, Owner presently owns the property described as Section ____ Block ____ Lot ____ **OR** Subdivision Name _____ Block ____ Lot ____ as recorded in Plat Book _____, Page(s) _____ in the public records of Flagler County, Florida and having a street address of _____, in Palm Coast, Florida (the "Property"), which Property is being serviced by the City's water and sewer facilities as well as other outside utility companies; and

WHEREAS, the City presently has water and/or sewer main facilities located on the Property as well as the potential presence of other outside utility companies which may service the Property; and

WHEREAS, the parties hereto wish to enter into this Agreement to allow the _____ hereinafter referred to as "THE IMPROVEMENT(S)", to encroach into the City's Easement and the minimum set back, subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The "whereas" clauses set forth above are true and accurate and are hereby incorporated herein.
2. The Owner is hereby permitted to install THE IMPROVEMENT(S) in the 5' utility easement for a maximum of 2' encroachment into the easement identified in the approved permit. MECHANICAL EQUIPMENT MUST BE SCREENED WITH APPROVED FENCE MATERIAL; landscape screening is NOT allowed.
3. Owner agrees to ensure that the Owner and THE IMPROVEMENT(S) do not damage the water and sewer main or other outside utilities located in the Easement. In the event Owner or THE IMPROVEMENT does in fact damage said water or sewer main, Owner must repair

said damage immediately and at Owner's expense; or at the option of the City, City will repair said damage and Owner must immediately thereafter reimburse City for said cost and expense. In addition, Owner must reimburse City for any and all additional cost and expense incurred by City to the extent such additional cost and expense was necessitated by reason of THE IMPROVEMENT(S) encroachment; including any cost and expense associated with obtaining manual access to the water or sewer main and other facilities. If Owner fails to reimburse City for the cost of repair and damage and additional costs incurred by City, City will have the right to impose these costs as a lien against the Property.

4. The City or the outside utility agencies will not be responsible for repair or replacement of THE IMPROVEMENT(S) if at any time the City or outside utility agencies perform work within the easement requiring removal or alteration of said improvements.
5. Owner shall be solely responsible for the maintenance or replacement of said improvements within the easement.
6. The improvement shall in no way be extended or modified by the Owner without prior written approval of the City.
7. The Owner shall otherwise fully comply with all applicable portions of the City's land development regulations and all other codes and ordinances of the City.
8. The Owner may remove said improvements and after doing so the Owner must fully restore the easement to substantially the same as its previous condition. The City will determine whether the easement has been restored to its previous condition, in its sole discretion.
9. In the event that THE IMPROVEMENT(S) is destroyed, removed or demolished, this Agreement is terminated. Owners, for themselves and their successors in interest in the Property, agree that any replacement of THE IMPROVEMENT(S) built on the Property will not encroach into the City's Easement without the prior written consent of the City.
10. To the fullest extent permitted by law, Owner hereby indemnifies and agrees to hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the construction, location, and maintenance of THE IMPROVEMENT(S) on and within the City's Easement.
11. The City or outside utility agencies will not be restricted in any manner from accessing, maintaining, repairing or reconstructing the water or sewer main and other facilities located in the Easement.
12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals hereto on the day and year first above written.

Witness #1

Signature

Printed Name

Address

Owner(s):

Signature

Printed Name

Witness # 2

Signature

Printed Name

Address

Owner(s):

Signature

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ day of _____, 20_____, by _____

_____, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

APPROVED BY CITY OF PALM COAST:

By: _____ Date : _____
Phong Nguyen; Planning Manager