

Prepared by and when recorded return to:  
James M. Messer, City Attorney  
City of Fort Pierce  
100 N. US 1  
Fort Pierce, Florida 34950  
Telephone: 772-467-3000

Parcel ID Number: 2403-341-0011-000-1

Property Legal Description: 3 35 40 FROM A CONCRETE MON AT SE COR OF N 2 ST AND FISHERMAN'S WHARF, RUN S 88 DEG 45 MIN 30 SECE // TO S SIDE OF FISHERMAN'S WHARF 528.45 FT, TH S 18 DEG 05 MIN 30 SEC E 157.01 FT FOR POB, TH CONT S 18 DEG 05 MIN 30 SEC E 20.89 FT TO NE COR TRACT BOF IND RIVER MEMORIAL PARK S/D, TH CONT S 18 DEG 05 MIN 30 SEC E ALG E LI SD TRACT B 135.8 FT, TH S 72 DEG 31 MIN 30 SEC W ALG S LI SD TRACT B 117.60 FT TOSW COR SD TRACT, TH N 18 DEG 05 MIN 30 SEC W 180.29 FT, TH N 82 DEG 07 MIN 46 SEC E 119.84 FT TOPOB (OR 699-334: 2873-1121 ; 3797-1319)

Site Address: 22 Fishermans Wharf, Fort Pierce, FL 34950

Present Owner(s) of Record: 22 F.P. Fisherman's Wharf, LLC

### **REVOCABLE ENCROACHMENT PERMIT**

City of Fort Pierce

THIS REVOCABLE ENCROACHMENT PERMIT ("Permit") is issued by the City of Fort Pierce, a Florida municipal corporation ("City"), to 22 F.P. Fisherman's Wharf, LLC ("Permittee") to allow Permittee to encroach in, over, upon, or under City's property for the sole purpose of maintaining and utilizing a restaurant deck as depicted in Exhibit "A," which is attached hereto and incorporated herein, for the benefit of Permittee's property located at the street address 22 Fishermans Wharf, Fort Pierce, FL 34950, and more fully described as follows:

3 35 40 FROM A CONCRETE MON AT SE COR OF N 2 ST AND FISHERMAN'S WHARF, RUN S 88 DEG 45 MIN 30 SECE // TO S SIDE OF FISHERMAN'S WHARF 528.45 FT, TH S 18 DEG 05 MIN 30 SEC E 157.01 FT FOR POB, TH CONT S 18 DEG 05 MIN 30 SEC E 20.89 FT TO NE COR TRACT BOF IND RIVER MEMORIAL PARK S/D, TH CONT S 18 DEG 05 MIN 30 SEC E ALG E LI SD TRACT B 135.8 FT, TH S 72 DEG 31 MIN 30 SEC W ALG S LI SD TRACT B 117.60 FT TOSW COR SD TRACT, TH N 18 DEG 05 MIN 30 SEC W 180.29 FT, TH N 82 DEG 07 MIN 46 SEC E 119.84 FT TOPOB (OR 699-334: 2873-1121 ; 3797-1319)

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

1. **ENCROACHMENT**. Permittee shall maintain for its use only those improvements that are depicted and more fully described in the attached Exhibit "A" for the purpose of using and maintaining a restaurant deck, which encroaches upon City's existing property.

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 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. Revocation is effective 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 property rights of City, nor serves as City's abandonment of its rights in and to the property being encroached upon.

If 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 land shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at Permittee's sole cost and expense, within thirty (30) days of Permittee'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 Permittee's receipt of City's notice of revocation, City shall be hereby authorized to remove the encroachment(s). Permittee 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. 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. Permittee 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 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(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 Permittee's contractors, agents, employees, members, invitees, and consultants. Further, Permittee 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 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 City to use said property area for any 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 Permittee's sole cost and expense, and to the

satisfaction of the City Manager. 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. 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.

6. PERMITEE'S ACCEPTANCE OF PERMIT TERMS. As evidenced by the attached Exhibit "B," 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 real property and be binding upon Permittee's heirs, legal representatives, members, assigns, and successors in interest.

CITY:

Signed in the Presence of:

By: \_\_\_\_\_  
Linda Hudson, Mayor

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

By \_\_\_\_\_  
James M. Messer, City Attorney

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary SEAL/STAMP

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name

Notary Public, State of \_\_\_\_\_

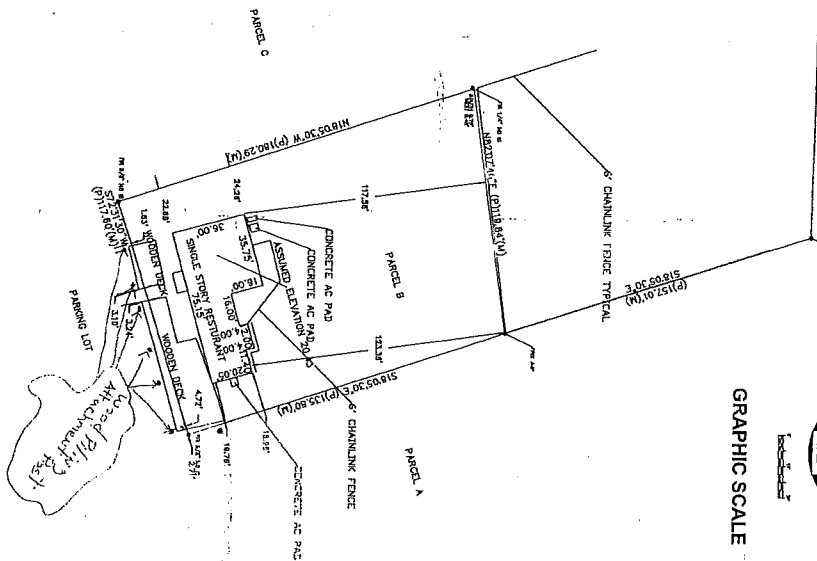
My Commission expires \_\_\_\_\_

# EXHIBIT "A" SURVEY

(P) 58.45 (N)  
TRAINING REFERENCE SURVEY



GRAPHIC SCALE



- SURVEY NOTES:**
1. IR-RINGS SHOWN HEREON ARE NOT IN ON THE NORTH PROPERTY LINE AND BEARS SOUTH 88°-45'-30" WEST.
  2. LANDS SHOWN HEREON WERE NOT ASSPECTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS. NO SEARCH OF PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
  3. THIS SURVEY IS CERTIFIED ONLY TO THE NAMED INDIVIDUALS.
  4. ELEVATIONS SHOWN ASSUMED FRESH FLOOD ELEVATION 204.3
  5. LOCAL DESCRIPTION SUPPLIED BY CLIENT.
  6. NO STRUCTURES THAT ARE ABOVE OR BENEATH THE SURFACE HAVE BEEN LOCATED OR WHAT IS SHOWN, HEREON.
  7. ENCROACHMENTS OF UNDERGROUND FOUNDATIONS, IMPROVEMENTS OR UTILITIES, NOT VISIBLE WERE NOT LOCATED AS PART OF THIS SURVEY UNLESS SHOWN HEREON.
  8. REPRODUCTION OF THIS MAP AND ALL SHEETS ATTACHED ARE NOT VALID WITHOUT THE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  9. FLOOD ZONE X PANEL MAP 1211111/19J 02/16/2012

**LEGEND**

- FLR - Found Iron rod
- FND - found
- D - dead
- M - mesquite
- EX - existing
- PB - plumb
- ID - identification
- IP - iron pipe
- EL - elevation
- P.L.S. - professional, licensed surveyor
- R.O.V. - right-of-way
- UPR - overhead power
- ULR - underground utility
- BRG - bearing
- CH - concrete monument
- LB - licensed business
- RCP - reinforced concrete pipe
- BM - benchmark
- F.F. - finished floor
- CL - centerline
- WP - water meter
- ASP - asphalt
- Pg - pages
- EC - edge of concrete
- ED - edge of pavement
- SLV - center of stake
- GRD - ground shot
- IR - Iron rod
- BC - back of curb
- PP - power pole
- FF - found iron rod
- CONCRETE
- BRICK/Pavers
- ASPHALT

**LEGAL DESCRIPTION:**

WEGAN'S S/D THAT TRS 35 40 FROM A CONCRETE MON AT SE COR OF N 2 ST AND FISHERMAN'S WHARF, RUN S 68 DEG 45 MIN 30 SECT // TO S SIDE OF FISHERMAN'S WHARF 588.45 FT, TH S 18 DEG 05 MIN 30 SECT E 157.01 FT FOR POB, TH CONT S 18 DEG 05 MIN 30 SECT E 20.99 FT TO NE COR TRACT BOF AND RIVER MEMORIAL PARK S/D, TH CONT S 18 DEG 05 MIN 30 SECT E 157.01 FT, TH S 72 DEG 31 MIN 50 SECT // TO S1 TRACT B, 117.60 FT TINSV COR SD TRACT B, TH S 18 DEG 05 MIN 30 SECT W 180.29 FT, TH N 82 DEG 07 MIN 46 SECT E 119.84 FT TOPOB COR 599-3341 2873-1121)

AS RECORDED IN PUBLIC RECORDS OF SAINT LUCIE COUNTY CLERK OF COUR PLATBOOK 04 PAGE 67  
SEC/TOWNSHIP/RANGE: 03/35/10E  
0.46 ACRES MORE OR LESS

REPRODUCTION OF THIS MAP AND ALL SHEETS ATTACHED ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
AB SURVEY ENTERPRISES INC. L.B. 6301  
342 CARTER AVE., PSL, FL 34983  
PHONE / FAX 772-224-2963  
CELL 772-579-3849  
I hereby certify that this land surveying document was prepared by me or under my direct supervision and that I am a duly licensed Professional Surveyor under the laws of the State of Florida.

DATE: 07-19-15  
DRAWN BY: S.B.  
FIELD BOOK: S.B.  
APPROVED BY: S.B.  
SCALE: 1" = 30'  
JOB NUMBER: 22

FIELD / DRAWN: S.B./S.B.  
TITLE: BOUNDARY SURVEY  
22 FISHERMAN'S WHARF

CLIENT: INNOVATION CONTRACTING  
Carol J Jenkins

NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

REVISION DATE DESCR  
1. 07/20/15

AB SURVEY ENTERPRISES INC L.B. 6301  
342 S.W. CARTER AVENUE, PORT SAINT LUCIE, FLORIDA 34983  
PHONE NUMBER 772-579-3849 / 772-267-0596  
EMAIL: ABACCUS@CDMCAST.NET EMAIL: SEAN@ABACCUSMAIL.COM

**Exhibit "B"**

Property Owner of Record: 22 F.P. Fisherman's Wharf, LLC  
Property Address: 22 Fishermans Wharf, Fort Pierce, FL 34950

Permittee hereby represents that it 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, accepts this Permit for which it has applied, and that it has read and knows the contents thereof, and for itself and its heirs, assigns and successors in interest, as owners or occupants of the parcel of land therein described, agree to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

If Permittee is a corporation or a limited liability company, Permittee also warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Permittee has been duly authorized to act for and bind Permittee.

Dated this 18<sup>th</sup> day of August, 2017.

PERMITEE:

By: [Signature]  
Print Name: Sean Limbaugh Jenkins  
Title: Owner

Signed in the Presence of:

[Signature]  
Witness  
Print Name: Brenda Keeney

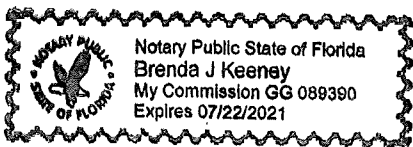
[Signature]  
Witness  
Print Name: OLIVIA HARVEY

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 18<sup>th</sup> day of August, 2017, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Sean Limbaugh Jenkins 5525-472-29-5030, personally known to me or proven by producing the following identification FL DL to be the person described in and who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid on this 18<sup>th</sup> day of August, 2017.

Notary SEAL/STAMP



[Signature]  
Notary Signature  
Brenda J. Keeney  
Notary Printed Name

Notary Public, State of Florida  
My Commission expires 7/22/2021