

Prepared by and when recorded return to:
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Parcel ID Numbers: 2409-712-0063-000-6
2409-712-0061-000-2
2409-712-0062-000-9
2409-712-0063-000-6

Site Address: 1801,1807, 1809 & 1811 Okeechobee Road, Fort Pierce, FL 34950

Present Owner(s) of Record: Tri-County Animal Hospital, LLC

PERMIT FOR UNINTENTIONAL ENCROACHMENT

City of Fort Pierce

THIS PERMIT FOR UNINTENTIONAL ENCROACHMENT ("Permit") is issued by the City of Fort Pierce, a Florida municipal corporation ("City"), to Tri-County Animal Hospital, LLC, a Florida limited liability company ("Permittee") to allow Permittee to encroach over and upon a City submerged drainage easement for the purpose of maintaining a building corner as depicted on Exhibit "A" which is attached hereto and incorporated herein, for the benefit of Permittee's property located at the street address 1801, 1807, 1809 & 1811 Okeechobee Road, Fort Pierce, Florida 34950, and more fully described as follows:

PARCEL 1:

Lots 3 & 4 and the North 25 feet of Lot 27, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, Page 54 of the Public Records of St. Lucie County, Florida.

PARCEL 2:

Lot 5 and the North 25 feet of Lot 26, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, Page 54 of the Public Records of St. Lucie County, Florida.

PARCEL 3:

Lot 6 and the North 25 feet of Lot 25, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, page 54 of the Public Records of St. Lucie County, Florida.

PARCEL 4:

Lot 7 and the North 25 feet of Lot 24, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, page 54 of the Public Records of St. Lucie County, Florida.

WITNESSETH:

WHEREAS, Permittee adjusted the location for construction of its building in order to preserve onsite, mature oak trees as requested by the City which adjusted location was not known to cause a building corner encroachment onto a City submerged easement for a drainage pipe along the Westerly lot line of the above described property; and

WHEREAS, the condition has not heretofore interfered with the interest of the City in using, maintaining, or repairing its submerged drainage pipe located within the easement; and

WHEREAS, Permittee has engaged a professional engineer to investigate who believes, following consultation with the City engineering staff, that the encroaching building corner has not affected the submerged pipe structure, nor impacted or impeded flows through the pipe, and that the subject pipe may be maintained and repaired without imposition from the encroaching building corner. Alternative repair and replacement methods are available for the submerged pipe without disturbance from the building corner.

NOW, THEREFORE, this Permit is granted to Permittee subject to the following requirements, conditions, restrictions, limitations and obligations:

1. ENCROACHMENT. Permittee shall maintain for its use only the building corner improvement that is depicted and described in the attached Exhibit "A, which encroaches upon City's existing easement.

2. TERM. 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. Furthermore, this Permit neither transfers to Permittee nor does it represent any waiver by City of its easement right or interest in and to the property easement, nor serves as City's abandonment of its rights in and to the easement being encroached upon. Any additional cost of maintenance or repair made to the submerged pipe of City caused by the building encroachment shall be assessed against the real property for collection therefrom. The City shall have the right to make an assessment against the real property in order to collect any such cost 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 utilization of the easement area encroached upon. 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 its easement area for necessary submerged pipe purposes.

5. 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 OF FORT PIERCE:

Signed in the Presence of:

By: _____
Linda Hudson, Mayor

Witness
Print Name: _____

Witness
Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By _____
Pete Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this ____ day of _____, 2019, 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 _____, 2019.

Notary SEAL/STAMP

Notary Signature

Notary Printed Name

Notary Public, State of _____
My Commission expires _____

ENCROACHMENT PERMIT ACCBPTANCE

Property Owner of Record: Tri-County Animal Hospital, LLC
Property Address: 1801, 1807, 1809 & 1811 Okeechobee Rd., Fort Pierce, FL 34950

Exhibit "B"

Permittee hereby represents that it is the owner of the property for which the Permit for Unintentional Encroachment ("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.

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 6 day of May, 2019.

PERMITTEE:

TRI-COUNTY ANIMAL HOSPITAL, LLC

By: Dana K Jullerat
Print Name: DANA K. JULLERAT, Manager

Signed in the Presence of:

[Signature]

Witness

Print Name: CAROL FRISCHKORN

Connie McIver

Witness

Print Name: CONNIE MCIVER

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 7 day of MAY, 2019, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared DANA Jullerat, personally known to me or proven by producing the following identification _____ 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 7 day of MAY, 2019.

Notary SEAL/STAMP

Connie McIver
Notary Signature
CONNIE MCIVER
Notary Printed Name

Notary Public, State of FLORIDA
My Commission expires 7-29-20

