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 REAL PROPERTY SERVICES

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 CLERK OF COUNCIL OFFICE
 DEC 20 2019
 190537

PETITION FOR ENCROACHMENT APPLICATION
 (REVISED 10/21/2016)

For Use by Clerk of Council's Office

Petition Number: _____

Date filed: _____

Please complete this application when requesting an encroachment onto City right-of-way. Please type or print. If necessary, attach additional sheets to fully address any of the following sections. The original completed application and applicable required forms should be submitted to: Clerk of Council, City Hall, 2 East Bay Street, Savannah, Georgia, 31412.

DATE OF APPLICATION: December 18, 2019

USE TYPE: ___ Sign
 ___ Awning
 ___ Stairs, stoop, or other appurtenance to a building
 ___ Free-standing structure (fence, retaining wall, signage, etc.)
 X ___ Other (Please specify type: Road and Utility)

PROPOSED ENCROACHMENT LOCATION:

Address: Canal Bank Road, Pooler, GA 31322

Property Identification Number (PIN) if available: 51009-02022

PETITIONER/APPLICANT INFORMATION:

Name: Mehul Sheth

Company (if applicable): _____ Title: _____

Address: 46 Myrtle Wood Road, Savannah, GA 31405

Telephone number: 912.224.5135 Alternate: _____

Email address: mehulsheth89@gmail.com

REPRESENTING: (Complete this section only when Petitioner is representing an individual, tenant or business other than themselves)

Individual/Tenant/Business's Name: Mehul Sheth

Address: 46 Myrtle Wood Road, Savannah, GA 31405

Telephone No.: (912) 224-5435 Email: mehulsheth89@gmail.com

LEGAL PROPERTY OWNER'S INFORMATION (See NOTE below)*

Name: Mukesh Sheth

Address: 46 Myrtle Wood Road, Savannah, GA 31405

Telephone No.: (912) 224-5435 Email: mehulsheth89@gmail.com

***NOTE:** Signed statements of authorization (both the *Owner's Agreement Form*; and the *Petitioner & Property Owner(s) Acknowledgement Form*) are required; and both original signed authorization forms must be submitted only when petitioner/applicant is different from the legal property owner. This is to ensure the property owner is aware of the petition and is willing to assume all responsibility and liability of the encroachment as requested.

TO THE HONORABLE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

PROPOSED SCOPE OF WORK
PETITION # 190531

I respectfully request your Honorable Body to grant permission for an encroachment in order to: (Provide a brief summary describing the scope of work for the encroachment request and include all dimensions in this summary as depicted in drawings, sketches, and/or site plans. Please do not write "see attached drawings.")

Provide access and usable utilities to the proposed development in Pooler, GA. The development plan has been approved through the City of Pooler and the State to develop a single family subdivision on vacant land. The right of way adjacent to the property has been annexed to Savannah, therefore, we are requesting to complete all work as necessary within the right of way to have viable living conditions. The 26' wide asphalt road will begin at the convergence of the existing Canal Bank Road with Hideaway Point Road, then continue 394' south, turning east into the proposed development road. In addition, a new 8" water main is proposed to tap the existing 16" main along Quacco Road then run 3,085' parallel to the existing and proposed Canal Bank Road to feed the subdivision. The new main will be equipped with 7 FHA spaced approximately 500ft.



Signature of Petitioner

December 18, 2019

Date

Mehul Sheth

Printed Name

STATE OF GEORGIA)
)
CHATHAM COUNTY)

REVOCABLE LICENSE ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 20____, by and between THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized and existing under the laws of the State of Georgia, as party of the first part (referred to as the "City"), and Mukesh Sheth _____ as party of the second part, its heirs, successors and assigns, (referred to as the "Grantee"), Owner of the property located at Canal Bank Road, Pooler, GA 31322 ("Property"), described more specifically in *Exhibit "A"* attached.

WITNESSETH

1. For and in consideration of the true and faithful performance of the mutual covenants herein contained, City hereby grants to the Grantee a Revocable License to construct/ install and/or allow to remain, improvement(s) ("Improvement") that encroaches upon, uses and/or occupies portions of the space under, on and/or above public rights-of-way. The location and description of the encroachment is more particularly described in *Exhibit "B"*, attached hereto, and made a part hereof for all purposes. The encroachment is also subject to any special conditions specified on *Exhibit "B."*

2. The City hereby grants to the Grantee a Revocable License to Encroach within the City's right-of-way and agrees to the following: that the Improvement shall remain the property of the Grantee, that the Grantee shall take full responsibility, including maintenance and/or repair, of the Improvement, that there shall be no cost to the City for the purchase, installation, operation, maintenance, and/or removal of said Improvement.

3. The Grantee expressly understands and agrees that the Improvement encroaches upon the City's premises, and that the Improvement may remain so long as they shall stand in good condition. If the Improvement is in need of inspection, and/or repair, the Grantee expressly allows the City to enter the premises to inspect the Improvement.

4. If the Grantee, his heirs, successors and/or assigns desires to remove improvements, and terminate this agreement, Grantee shall, at the option of the City and at no expense to the City, restore the right-of-way by filling in any holes or other damage by the removal of the same, to a condition acceptable to the City, and in accordance with then existing City specifications. It is understood and agreed to by Grantee that if this Agreement terminates and Grantee fails to remove the Improvement, Owner hereby gives City permission to remove the Improvement and any supporting structures and assess a lien on the Property for the costs expended by the City to remove such Improvement.

5. The City may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Grantee understands and agrees that the City shall bear no responsibility or liability for damage or disruption of Improvement installed by Grantee or its successors, but the City will make reasonable efforts to minimize such damage.

6. It is further understood and agreed upon between the parties hereto that if the governing body of the City may at any time during the term hereof determine in its sole discretion to use or cause or permit the right-of-way to be used for any other public purpose, including but not being limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate.

7. Grantee understands and agrees that the granting of any encroachment grants no ownership rights to the property.

8. Grantee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of said Improvement, encroachment and uses.

9. Grantee covenants and agrees to indemnify, and does hereby indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, arising out of or in connection with, directly or indirectly, the construction, maintenance, occupancy, use, existence or location of said improvement and encroachment and uses granted hereunder.

10. Grantee agrees to the recording of this agreement in the Chatham County Clerk's Office in order to memorialize of record the understanding between the parties. Upon removal of the said Improvement, the parties agree to record a Termination of Encroachment Agreement to remove this agreement of record. In the event the governing body of the City decides to revoke the license at any time or for any reason, then the City may file a Termination of Encroachment Agreement which shall terminate the license.

11. This agreement shall be binding upon the parties hereto, their successors and assigns, including subsequent owners of the Improvement, in perpetuity or until a Termination of Encroachment Agreement is recorded.

12. **Governing Law:** This agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

13. **Binding Effect:** This agreement and the covenants contained herein shall be binding upon the parties hereto, their successors and assigns and shall ensure to the benefit of them, their heirs, successors and assigns.

14. **Entire Agreement:** This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

15. No Waiver: Any failure by a party hereto to assist upon the strict performance by the other party of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, and such priority, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of the provisions of this agreement to be performed by the other party.

16. Enforceability: If any provision of this agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this agreement and applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this agreement, except as otherwise herein provided, shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH

By: _____
City Manager

Attest: _____
Clerk of Council

OWNER

Mukesh Sheth

(Printed name)

By: _____

Title: _____

As to the Mayor and Aldermen
of the City of Savannah,

Signed, sealed and delivered this _____ day
of _____, 20____ in the presence of:

Witness

Notary Public, Chatham County, Georgia. My

Commission Expires: _____.

[NOTARY SEAL]

As to the owner,

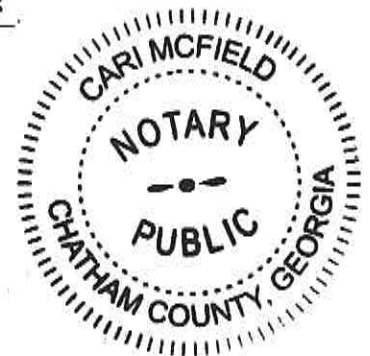
Signed, sealed and delivered this 18 day of
December, 2019 in the presence of:

Witness

Notary Public, Chatham County, Georgia. My

Commission Expires: 04/07/23.

[NOTARY SEAL]



OWNER'S AGREEMENT FORM

DATE: December 18, 2019

To the Honorable Mayor and Alderman
Of the City of Savannah

190531

As legal owner(s) of the property referenced in Petition No. _____, I am aware that an encroachment request has been made to complete the work at my property as described below. I accept responsibility for the encroachment and any associated liability. I understand this encroachment will be under my responsibility and liability until future date when the encroachment is removed*.

Brief Description of Encroachment:

All work within the right of related to the installation of new road for access to the
new development including routing proposed public utilities.

Encroachment Property Address:

Address: Canal Bank Road.
City: Pooler State: GA Zip: 31322

Legal Property Owner(s) Information:

Name(s): Mukesh Sheth
Address: 46 Myrtle Wood Road
City: Savannah State: GA Zip: 31405
Phone: 912 224-5435 Alternate Phone: _____
Fax: _____ Email: mehulsheth89@gmail.com

Mukesh Sheth

Property Owner Printed Name



Signature

12/19/2019
Date

Property Owner Printed Name

Signature

Date

*In the event that a tenant leaves the property, and the encroachment remains, the encroachment is still considered the property owner's responsibility.

PETITIONER & PROPERTY OWNER(S)
ACKNOWLEDGEMENT FORM

PETITION #: 190531

DATE: 12/19/19

The undersigned Property Owner(s) hereby authorize(s) the undersigned Petitioner to act on his/her/their behalf regarding a proposed Petition seeking approval for encroachment within City right-of-way(s). The encroaching items will be defined and described in the Petition and will be fixtures attached to property owned by the Property Owner(s) located at Canal Bank Road, Pooler, GA 31322, PIN # 51009-02022.

The Property Owner(s) hereby authorize and approve of the Petition as follows:

PRINT NAME: Mehul Sheth (Petitioner)

COMPANY NAME (IF APPLICABLE): _____

SIGNATURE: M Sheth

Acknowledged By:

PRINT NAME: Mukesh Sheth (Property Owner)

SIGNATURE: M Sheth

PRINT NAME: _____ (Property Owner)

SIGNATURE: _____