



**PETITION FOR ENCROACHMENT
SUBMITTAL CRITERIA
Revised 4/16/2024**

ITEMS TO BE SUBMITTED FOR APPLICATION:

1. A completed original application package submitted to the Clerk of Council's office located at City Hall, 2 East Bay Street, Savannah, Georgia, 31401. A completed application package includes the completion of the "Scope of Work", "Affidavit of True Copy and Memorandum of Revocable License Encroachment Agreement", and the "Revocable License Encroachment Agreement" (RLEA), **three (3) original signed and notarized signature pages to the RLEA is required.** When the Petitioner is ***not*** the Property Owner, the "Owner's Agreement" and the "Petitioner & Property Owner(s) Acknowledgement" forms must be included with the application package.
2. The application should include exhibits (drawings, site plans (if applicable), photos, sketches, etc.) to support the request; see subject information below. Whenever possible, site plans, sketches, drawings or photographs should identify all encroachment dimensions and measurements; and depict nearby structures in the right-of-way, such as buildings, trees, light poles, hydrants, tree lawns, etc.
3. **NOTE:** Property Owner must print, sign, and have notarized one (1) Affidavit of True Copy and Memorandum of Revocable License Encroachment Agreement along with three (3) Revocable License Encroachment Agreements (RLEA) and include documents with application package. If the petition is approved, the City will complete the first page of each RLEA, including the date, property owner name, and the address for encroachment. The City will also add the legal description (the "Exhibit A" outlined on the first page of the RLEA), and will include the depiction and description of the encroachment (the "Exhibit B" outlined on the first page of the RLEA). Encroachments are not valid until the RLEA is executed by both parties, i.e., the Property Owner and the City.
4. If the proposed encroachment is located within the historic district and has been approved by the Historic Board of Review, please provide a copy of all pages of the Certificate of Appropriateness (COA).
5. As of January 1, 2024, a \$300 non-refundable application processing fee is due at the time an application is submitted for commercial property or a \$250 non-refundable application processing fee for applications pertaining to residential properties.

PROCESS (Please allow approximately 4 to 8 weeks for petition review and approval processing and an additional 2 weeks for execution and recording for minor encroachment requests):

1. The petition for encroachment is submitted to the Clerk of Council's office, which in turn will be sent to Real Estate Services for processing and review.
2. Once the application is considered complete, the petition will go out for review by the various City Departments, who will provide their recommendation regarding the request.
3. Once all responses are received, the petition will be scheduled for the next available City Council agenda. If the petition involves a minor encroachment (signs, awnings, stairs, balconies, steps, and porticos) then it will be submitted to the City Manager. City staff will provide a recommendation.
4. Once a decision is made, notification of the decision will be sent to the petitioner.
5. If the petition for encroachment is approved, the Revocable License Encroachment Agreement (RLEA) will be executed by the City Manager and recorded with the Clerk of Superior Court. A copy of the recorded Affidavit and RLEA, including Exhibits A and B, will be forwarded to the petitioner/property owner.

SUPPORTING DOCUMENTATION FOR SUBJECT ENCROACHMENTS:

1. **Signs**
 - a. Elevation of proposed sign including dimensions (height, width, depth, etc.) and labeled construction materials.
 - b. Elevation or plan view showing the proposed location of sign in relation to the right-of-way, including dimensions (vertical clearance from right-of-way, projection from building, projection into right-of-way).
 - c. Photograph of proposed sign location.
2. **Awnings**
 - a. Elevation of proposed awning including dimensions (height, width, depth, etc.), front and side view of awning. Indicate depth (projection over sidewalk/ROW) and vertical clearance from sidewalk.
 - b. Elevation or plan view showing the proposed location of sign in relation to the right-of-way, including dimensions (vertical clearance from right-of-way, projection from building, projection over right-of-way).

c. Photograph of proposed awning location.

3. **Appurtenances to Existing Buildings** (Including but not limited to steps, stoops, stairs, balconies, planters, light fixtures, etc.)

- a. Elevation of proposed structure including dimensions (height, width, depth, etc.), front and side view. Include labeled construction materials.
- b. Plan showing the location and extent of encroachment in relation to right-of-way.
- c. Width of sidewalk remaining outside encroachment, if applicable.
- d. Photograph of proposed appurtenance location.

4. **Freestanding Structures** (Including but not limited to signs, mailboxes, fences, retaining walls, landscaping, hardscaping, etc.)

- a. Sketch of proposed structure including all dimensions, height, width, and construction materials (include exemplar photos, if possible)
- b. Location and extent of encroachment in relation to City's right-of-way (width and depth)
- c. Photograph of proposed structure location.

FEES: Fees paid **do not** provide guarantee of approval for the request being made. The fees are non-refundable and are due at the time of application. Fees should be paid by check or money order. The fees for processing and reviewing an encroachment petition application shall be the following:

Residential application fee (no annual recurring fee)	\$250.00
Commercial initial application fee	\$300.00
Commercial annual recurring fee (to be billed on or around January 1 of each calendar year)	\$300.00

OWNER'S AGREEMENT FORM

DATE: _____

**To the Honorable Mayor and Alderman
Of the City of Savannah**

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:

Encroachment Property Address:

Address: _____
City: _____ State: _____ Zip: _____

Legal Property Owner(s) Information:

Name(s): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Alternate Phone: _____
Fax: _____ Email: _____

Property Owner Printed Name

Signature

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 #: _____

DATE: _____

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

_____, PIN # _____.

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

PRINT NAME: _____ (Petitioner)

COMPANY NAME (IF APPLICABLE): _____

SIGNATURE: _____

Acknowledged By:

PRINT NAME: _____ (Property Owner)

SIGNATURE: _____

PRINT NAME: _____ (Property Owner)

SIGNATURE: _____

STATE OF GEORGIA)
)
CHATHAM COUNTY)

REVOCABLE NON-EXCLUSIVE LICENSE ENCROACHMENT AGREEMENT

THIS REVOCABLE NON-EXCLUSIVE LICENSE FOR ENCROACHMENT AGREEMENT (“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 _____ as party of the second part, its heirs, successors and assigns, (referred to as the “Grantee”), Owner of the property located at _____ (“Property”), described more specifically in *Exhibit “A”* attached. Collectively, City and Grantee are referenced herein as the “Parties.”

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 Non-Exclusive 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 City rights-of-way (“ROW”). 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 Parties agree 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 from the ROW; and that the license is non-exclusive and City may grant other parties licenses, easements, leases, or other rights to encroachment upon the ROW so long as said additional encroachments do not unreasonably interfere with or disturb Grantee’s Improvement.

3. The Grantee expressly understands and agrees that the Improvement encroaches upon the City’s ROW, and that the Improvement may remain so long as it/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 Property and affected ROW to inspect the Improvement.

4. If the Grantee, his heirs, successors and/or assigns desires to remove the Improvement and terminate this Agreement, Grantee shall, at the option of the City and at no expense to the City, restore the ROW by filling in any holes or other damage caused 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 areas affected ROW 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 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 water, 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 lease or ownership rights to the ROW.

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 Non-Exclusive Encroachment License Agreement to remove this agreement of record. In the event 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 Non-Exclusive Encroachment License 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 one of the Parties 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 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.

[SIGNATURE PAGE TO FOLLOW]

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**

OWNER

By: _____
Cristy Lawrence

(Printed Name)

Title: Sr. Director, Real Estate Services and Capital Projects

By: _____

Title: _____

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

As to the owner,

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

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

Witness

Witness

Notary Public, Chatham County, Georgia. My

Notary Public, Chatham County, Georgia. My

Commission Expires:_____.

Commission Expires:_____.

[NOTARY SEAL]

[NOTARY SEAL]