

This instrument prepared under the direction of:

Legal Description prepared by:  
Louis Cefolia, P.S.M. (09-25-17)

Document prepared by:  
Grace K. Abel (09-25-17)  
Department of Transportation  
Right of Way Production Services  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Parcel No. 102.5  
Item/Segment No. 4317591  
Section: 88060-2526  
Managing District: 04  
S.R. No. 60  
County: Indian River

**SUBORDINATION OF CITY UTILITY INTERESTS**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, hereinafter called the COUNTY, and the **CITY OF VERO BEACH**, a Florida municipal corporation, hereinafter called the CITY.

**WITNESSETH:**

WHEREAS, the CITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the CITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CITY and COUNTY agree as follows:

CITY subordinates to the interest of COUNTY its successors and assigns, any and all of its interest in the lands as follows, viz:

Parcel No. 102

Item/Segment No. 4317591

A portion of Tract 5, INDIAN RIVER FARMS CO., according to the plat thereof, as recorded in Plat Book 2, Page 25 of the Public Records of St. Lucie County, Florida, lying in Section 3, Township 33 South, Range 39 East, as shown on Sheets 2 and 6 of the Florida Department of Transportation Right of Way Map for Item/Segment No. 4317591, Section 88060-2526, being more particularly described as follows:

Commence at a PK nail, found marking the West One-Quarter (W 1/4) Corner of said Section 3, also being a point on the Baseline of Survey of County Road 611 (43rd Avenue); thence North 00°00'25" East along the West line of said Section 3 and said Baseline of Survey of County Road 611 (43rd Avenue), a distance of 661.82 feet; thence South 89°59'35" East along a line at a right angle to the previously described course, a distance of 50.00 feet to a point on the Easterly Existing Right of Way line of said County Road 611 (43rd Avenue) and the POINT OF BEGINNING; thence North 00°00'25" East along said Easterly Existing Right of Way line of County Road 611 (43rd Avenue), a distance of 750.14 feet; thence South 07°49'06" East, a distance of 139.55 feet; thence South 00°00'25" West, a distance of 75.08 feet; thence South 10°27'52" West, a distance of 33.06 feet; thence South 00°00'25" West, a distance of 345.67 feet; thence South 04°41'31" West, a distance of 159.16 feet to a point on said Easterly Existing Right of Way line of County Road 611 (43rd Avenue) and the POINT OF BEGINNING. Containing 8,785 square feet, more or less.

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	11/30/70	Dodgertown, Inc., a Florida corporation	City of Vero Beach, a municipal corporation of the State of Florida	O.R.B. 371, PG. 310

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the COUNTY'S current minimum standards for such facilities as required by the COUNTY'S applicable procedure or guidelines, in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY. Should the COUNTY fail to approve any new construction or relocation of facilities by the CITY or require the CITY to alter, adjust, or relocate its facilities located within said lands, the COUNTY hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might

endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY 's facilities.

4. The CITY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 3 above. Except to the extent provided by section 768.28, Florida Statutes, nothing in this Agreement shall be construed or intended to be a waiver of the parties' sovereign immunity whether by contract or by law.

**Signature pages follow**

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.


ATTEST: JEFFREY R. SMITH  
Clerk of Circuit Court and Comptroller

Board of County Commissioners  
**INDIAN RIVER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
PETER D. O'BRYAN  
Chairman  
BCC Approved: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
WILLIAM K. DEBRAAL  
Deputy County Attorney

(Official Seal)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018,  
by Commissioner PETER D. O'BRYAN, Chairman, who is personally known to me or who has produced  
as identification.

Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its City Council acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

**CITY OF VERO BEACH, a Florida  
municipal corporation**

ATTEST: \_\_\_\_\_  
Tammy Bursick  
City Clerk

By: \_\_\_\_\_  
Harry Howle III  
Mayor

SEAL

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by Harry Howle III, as Mayor, and Tammy Bursick, as City Clerk, who are personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

**ADMINISTRATIVE REVIEW**  
(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as conforming  
to City policy:

Approved as to technical  
requirements:

\_\_\_\_\_  
James R. O'Connor  
City Manager

\_\_\_\_\_  
Robert J. Bolton  
Director, Water & Sewer

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney