

23-UTL.04-06/93-Modified by D4/DR

This instrument prepared  
under the direction of:

Parcel No. 123.3  
Item/Segment No. 4317591  
Section: 88060-2526  
Managing District: 04  
S.R. No. 60  
County: Indian River

Legal Description prepared by:  
Louis Cefolia, P.S.M. (04/15/16)  
Document prepared by:  
Grace K. Abel (07/15/16)  
Department of Transportation  
Right of Way Production Services  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

### SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT is 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.

### W I T N E S S E T H:

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. 123

Item/Segment No. 4317591

A portion of Lots 1 and 2, PINWOOD SUBDIVISION, according to the plat

thereof, as recorded in Plat Book 2, Page 89 of the Public Records of Indian River County, Florida, lying in Section 4, Township 33 South, Range 39 East, as shown on Sheets 3, 5, and 8 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 the Northeast Corner of said Lot 1; thence North 89°19'17" West along the Northerly line of said Lot 1, a distance of 20.00 feet to a point on the Westerly Existing Right of Way line of County Road 611 (43rd Avenue) and the POINT OF BEGINNING; thence along said Westerly Existing Right of Way line of County Road 611 (43rd Avenue) for the next nine (9) courses: (1)

South 00°01'01" West, a distance of 20.00 feet; thence (2)  
 South 89°19'17" East, a distance of 5.00 feet; thence (3)  
 South 00°01'01" West, a distance of 50.63 feet; thence (4)  
 North 89°02'02" West, a distance of 5.00 feet; thence (5)  
 South 00°01'01" West, a distance of 30.00 feet; thence (6)  
 South 89°02'02" East, a distance of 5.00 feet; thence (7)  
 South 00°01'01" West, a distance of 28.44 feet; thence (8)  
 North 89°02'58" West, a distance of 5.00 feet; thence (9)  
 South 00°01'01" West, a distance of 30.00 feet to a point on the Southerly line of said Lot 2; thence North 89°02'58" West along said Southerly line of Lot 2, a distance of 25.01 feet; thence North 00°01'01" East, a distance of 158.93 feet to a point on said Northerly line of Lot 1; thence South 89°19'17" East along said Northerly line of Lot 1, a distance of 25.01 feet to the POINT OF BEGINNING. Containing 4,371 square feet, more or less.

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement for Utilities	10/07/08	Sexton, Inc., a Florida corporation	City of Vero Beach, Florida	O.R.B. 2299, PG. 502
Easement for Utilities	10/07/08	Sexton, Inc., a Florida corporation	City of Vero Beach, Florida	O.R.B. 2301, PG. 296

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 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'S negligence in 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 to 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 Court and Comptroller

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY

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

BY: \_\_\_\_\_  
\_\_\_\_\_, Chairman

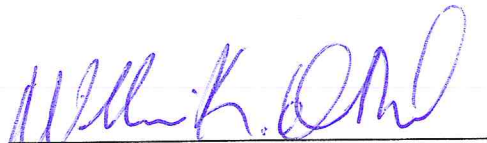
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November 2017, by \_\_\_\_\_, Chairman, who is personally known to me.

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

Approved as to form and  
legal sufficiency.

Approved:

  
\_\_\_\_\_  
William K. DeBraal  
Deputy County Attorney

\_\_\_\_\_  
Jason E. Brown  
County Administrator

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 Council, the day and year aforesaid.

CITY OF VERO BEACH, a Florida municipal corporation

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

[SEAL]

By: \_\_\_\_\_  
Laura Moss, Mayor

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by Laura Moss, as Mayor, and Tammy Bursick, as City Clerk, who are personally known to me.

\_\_\_\_\_  
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