SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT entered into this ______ day of ______, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and <u>INDIAN RIVER COUNTY</u>, FLORIDA, a political subdivision of the State of Florida, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY 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 COUNTY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the COUNTY'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, COUNTY and FDOT agree as follows:

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

Parcel No. 103

Item/Segment No. 4317591

A portion of Lot 20, Block 4, SUNNYSIDE PARK, according to the plat thereof, as recorded in Plat Book 1, Page 7 of the Public Records of Indian River County, Florida, lying in Section 3, Township 33 South, Range 39 East, as shown on Sheets 3 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 a PK nail, found marking the West One-Quarter (W 1/4) Corner of 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 17.50 feet to a point on the Baseline of Survey of State Road 60 (20th Street); thence South 89°31′04″ West along said Page 1 of 6

Baseline of Survey for State Road 60 (20th Street), a distance of 50.55 feet; thence South 00°28'56" East along a line at a right angle to the previously described course, a distance of 67.68 feet to the intersection of the Southerly Existing Right of Way line of said State Road 60 (20th Street) and the Easterly Existing Right of Way line of said County Road 611 (43rd Avenue) and the POINT OF BEGINNING; being the beginning of a curve concave Southerly, having a chord bearing of North 85°27'09" East; thence Easterly along said Southerly Existing Right of Way line of State Road 60 (20th Street) and said curve, having a radius of 12.00 feet, through a central angle of 10°03'33", an arc distance of 2.11 feet to the end of said curve; thence South 89°31'04" East continuing along said Southerly Existing Right of Way line of State Road 60 (20th Street), a distance of 17.90 feet; thence South 45°14'59" West, a distance of 28.17 feet to a point on said Easterly Existing Right of Way line of County Road 611 (43rd Avenue); thence North 00°01'01" East along said Easterly Existing Right of Way line of County Road 611 (43rd Avenue), a distance of 19.82 feet to the POINT OF BEGINNING.

Containing 200 square feet, more or less.

RECORDED

INSTRUMENT	DATE	GRANTOR	GRANTEE	O.R.B.& PAGE
Easement	02/10/97		Indian River County, Florida, a political subdivision of the State of Florida	
Grant of Easement	10/08/99		Indian River County, Florida, a political subdivision of the State of Florida	1.0

PROVIDED that the COUNTY has the following rights:

- 1. The COUNTY 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 FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual 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 FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the COUNTY or require the COUNTY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
- 2. Not withstanding 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 COUNTY 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 FDOT's facilities.
- 4. The COUNTY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the COUNTY exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written. Signed, sealed and delivered STATE OF FLORIDA DEPARTMENT in the presence of witnesses OF TRANSPORTATION By: Print Name: Name: GERRY O'REILLY Title: District Secretary for District IV Print Name: _____ Attorney approved as to form: Name: DAWN RADUANO STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me this day of ______, 201____, by GERRY O'REILLY, District Secretary for District IV, who is personally known to me or who has produced as identification. Print Name: Notary Public in and for the

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County and State last aforesaid. My Commission Expires:

	Serial No., if any:	
23-UTL.02-06/93		
This instrument prepared under the direction of: Dawn Raduano, Esq. 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	Parcel No. Item/Segment No. Section: Managing District: S.R. No. County:	88060-2526
Ft. Lauderdale, Florida 33309 IN WITNESS WHEREOF, the Count executed in its name by its Board the Chairman of said Board, the day	of County Commission	ers acting by
	BOARD OF COUNTY COMI	
	BY: Joseph E. Flescher,	, Chairman
	BCC Approved:	
Approved:		
By Jason E. Brown County Administrator		
Attest: Jeffrey R. Smith Clerk of Court and Comptroller		
Ву:		
Deputy Clerk	5 of 6	

Approved as to form and	
legal sufficiency	
White Dhe	
William K. DeBraal	
Deputy County Attorney	
STATE OF <u>FLORIDA</u>	₩
COUNTY OF INDIAN RIVER	
The foregoing instrument was day of, 2017, by personally known to me or who has as identification.	Joseph E. Flescher, Chairman, who is
as identification.	
	Print Name:
	Notary Public in and for the
	County and State last aforesaid. My Commission Expires:
	Serial No., if any: