




Director of Utilities
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: William G. Thiess, P.E. 
Director of Utilities

DATE: February 19, 2014

SUBJECT: Agenda Request for March 3, 2014 City Commission Meeting
FDOT Subordination of Utility Interests Agreements

The attached Subordination of Utility Interests Agreements for Parcel Nos. 114.5R and 115.2R were approved and signed by the FPUA Board on February 18, 2014. I am forwarding the agreements for approval by the City Commission during the March 3, 2014 City Commission Meeting.

After the City Commission's approval, please return the executed agreements to me to be forwarded to the State of Florida Department of Transportation for signature.

If you have any questions or are in need of additional information, please contact me.

Attachments: FPUA 2-18-14 Board Agenda Item
Agreement for Parcel No. 114.5R
Agreement for Parcel No. 115.2R

cc: City Manager
City Clerk

23-UTL.04-06/93

This instrument prepared under the direction of: Dawn Raduano, Esq. Legal Description prepared by: Pete Diaz P.S.M. (03-22-12) Document prepared by: Grace K. Abel (02-13-14) Department of Transportation 3400 W. Commercial Boulevard Ft. Lauderdale, Florida 33309

Parcel No. 114.5R Item/Segment No. 4289841 Section 94030-2516 Managing District: 04 S.R. No. 70 County: St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

This AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, 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 FDOT; and

WHEREAS, the FDOT 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 FDOT agree as follows:

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

Parcel No. 114 Item/Segment No. 4289841 (Section 94030-2516)

A portion of Tract 1, OKEECHOBEE CROSSINGS, according to the plat thereof, as recorded in Plat Book 62, Page 23 of the Public Records of St. Lucie County, Florida, lying in the Northwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; said portion being more particularly described as follows:

(Continue on the next page)

BEGIN at the Southwest corner of said Tract 1, said point also being on the east existing right of way line of County Road 611 (Jenkins Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 294.81 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 1; thence North 89°54'41" East, 1.75 feet along the north line of said Tract 1; thence South 00°05'07" East, 294.77 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 1; thence South 88°19'06" West, 1.75 feet along said south line of Tract 1 to the POINT OF BEGINNING.

Containing 516 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	10/27/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3031/118
Easement	11/20/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3039/1964

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 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 CITY or require the CITY 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. 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 FDOT's facilities.
4. The CITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the CITY 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
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Print Name: _____

By: _____
Name: JAMES A. WOLFE
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 JAMES A. WOLFE, 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
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: [Signature]
Print Name: Michael A. Perri
Its _____ Secretary

FORT PIERCE UTILITIES
AUTHORITY OF THE CITY OF
FORT PIERCE, FLORIDA

By: [Signature]
Print Name: Daniel M. DeIulio
Chairman

Attorney approved as to form and correctness:

By: [Signature]
Print Name: Rupert W. Koblegard

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Daniel M. DeIulio, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, who is personally known to me or who has produced _____ as identification.

[Signature]
Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

23-UTL.04-06/93

This instrument prepared under the direction of: Dawn Raduano, Esq. Legal Description prepared by: Pete Diaz P.S.M. (03-22-12) Document prepared by: Grace K. Abel (02-13-14) Department of Transportation 3400 W. Commercial Boulevard Ft. Lauderdale, Florida 33309

Parcel No. 115.2R Item/Segment No. 4289841 Section 94030-2516 Managing District: 04 S.R. No. 70 County: St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

This AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, hereinafter called the CITY.

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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 FDOT; and

WHEREAS, the FDOT 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 FDOT agree as follows:

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

Parcel No. 115 Item/Segment No. 4289841 (Section 94030-2516)

A portion of Tract 3, OKEECHOBEE CROSSINGS, according to the plat thereof, as recorded in Plat Book 62, Page 23 of the Public Records of St. Lucie County, Florida, lying in the Northwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; said portion being more particularly described as follows:

BEGIN at the Southwest corner of said Tract 3, said point also being on the east existing right of way line of County Road 611 (Jenkins Road) as shown on the Florida Department of Transportation Right of Way Map

(Continue on the next page)

for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 341.52 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 3; thence North 88°29'34" East, 1.75 feet along the north line of said Tract 3; thence South 00°05'07" East, 341.56 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 3; thence South 89°54'41" West, 1.75 feet along said south line of Tract 3 to the POINT OF BEGINNING.

Containing 598 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
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Easement	11/20/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3039/1964

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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 FDOT's facilities.
4. The CITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the CITY 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
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Print Name: _____

By: _____
Name: JAMES A. WOLFE
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 JAMES A. WOLFE, 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
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Michael A. Perri
Print Name: Michael A. Perri
Its _____ Secretary

FORT PIERCE UTILITIES
AUTHORITY OF THE CITY OF
FORT PIERCE, FLORIDA

By: Daniel M. DeTulio
Print Name: Daniel M. DeTulio
Chairman

Attorney approved as to form and correctness:

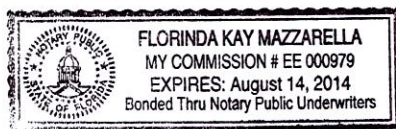
By: Rupert N. Koblegard
Print Name: Rupert N. Koblegard

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Daniel M. DeTulio, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, who is personally known to me or who has produced _____ as identification.

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



LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

I-1



Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
Post Office Box 3191
Fort Pierce, Florida 34948-3191
(772) 466-1600

Board Submission Form

2/13/2014

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 02/18/2014

Item Type: Contract Agreement

ACN No.: _____

Subject: SUBORDINATION OF UTILITY INTERESTS

Recommendation:

Authorize the Chairman to sign the Florida Department of Transportation (FDOT) Permanent Subordination of Utility Interest documents associated with the Jenkins/Okeechobee Road Widening Project, contingent upon approval of the City of Fort Pierce.

Reviewed By Attorney: Yes

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director: BALDWIN, WILLIAM E. Feb 13 2014 2:49PM

Risk Management: _____

Director of Finance: _____

Director of Utilities: THIESS, WILLIAM G. Feb 13 2014 3:57PM

MEMORANDUM

TO: William G. Thiess, P.E., Director of Utilities
THROUGH: William E. Baldwin, P.E., Director of Electric & Gas Systems
FROM: Javier Cisneros, Supervising Engineer - Electric
DATE: February 13, 2014
SUBJECT: SUBORDINATION OF UTILITY INTERESTS



RECOMMENDATION:

Authorize the Chairman to sign the Florida Department of Transportation (FDOT) Permanent Subordination of Utility Interest documents associated with the Jenkins/Okeechobee Road Widening Project, contingent upon approval of the City of Fort Pierce.

SUMMARY/SUPPORTING INFORMATION

FDOT has included the St. Lucie County Jenkins Road Widening Project into their Okeechobee Road Resurfacing Project to allow seamless harmonization across both projects at their intersection. As a part of the Jenkins Road Widening project, additional lands need to be acquired to facilitate the installation of additional lanes, sidewalks and drainage infrastructure. A portion of the lands needed include 1.75 feet of FPUA's 15-foot easement (see attached right of way map) that was acquired for the installation of the overhead electric line.

Property owners typically convey and grant easements to the City of Fort Pierce, for the use and benefit of FPUA for the installation, maintenance, operation, repair, replacement or renewal of municipal-owned electric, water, sewer and natural gas utilities in, under, over and across their property. Although FPUA has been granted such rights, these lands are still owned by the property owner and they have the right to use these lands as they see fit; as long as they do not interfere with the rights afforded to FPUA. FDOT is in the process of purchasing the land from the property owner, which will later be conveyed to St. Lucie County. FDOT has requested that we permanently subordinate the subject easements to allow their project work to occur on this land. Any FPUA utility relocations required will be at FDOT's cost.

ALTERNATIVES (IF ANY):

Do Not Approve. This option is not recommended as failure to execute these documents will force FDOT to proceed with the eminent domain process on these two parcels. This in turn will abolish FPUA's easement and FPUA would be responsible to relocate its electric line if needed.

ATTACHMENTS:

Subordination Agreement Parcel 114-5R
Subordination Agreement for Parcel 115-2R
Easement Map

for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 341.52 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 3; thence North 88°29'34" East, 1.75 feet along the north line of said Tract 3; thence South 00°05'07" East, 341.56 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 3; thence South 89°54'41" West, 1.75 feet along said south line of Tract 3 to the POINT OF BEGINNING.

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Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Print Name: _____

By: _____
Name: JAMES A. WOLFE
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 JAMES A. WOLFE, 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
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

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ATTEST: _____

FORT PIERCE UTILITIES
AUTHORITY OF THE CITY OF
FORT PIERCE, FLORIDA

Print Name: _____

Its _____ Secretary

By: _____

Print Name: _____
Chairman

Attorney approved as to form and correctness:

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, 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: _____

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

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in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Print Name: _____

By: _____
Name: JAMES A. WOLFE
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 JAMES A. WOLFE, 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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My Commission Expires: _____
Serial No., if any: _____

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ATTEST: _____

Print Name: _____

Its _____ Secretary

FORT PIERCE UTILITIES
AUTHORITY OF THE CITY OF
FORT PIERCE, FLORIDA

By: _____

Print Name: _____
Chairman

Attorney approved as to form and correctness:

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

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Print Name: _____
Notary Public in and for the
County and State last aforesaid.
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Serial No., if any: _____

LINDA HUDSON, MAYOR COMMISSIONER

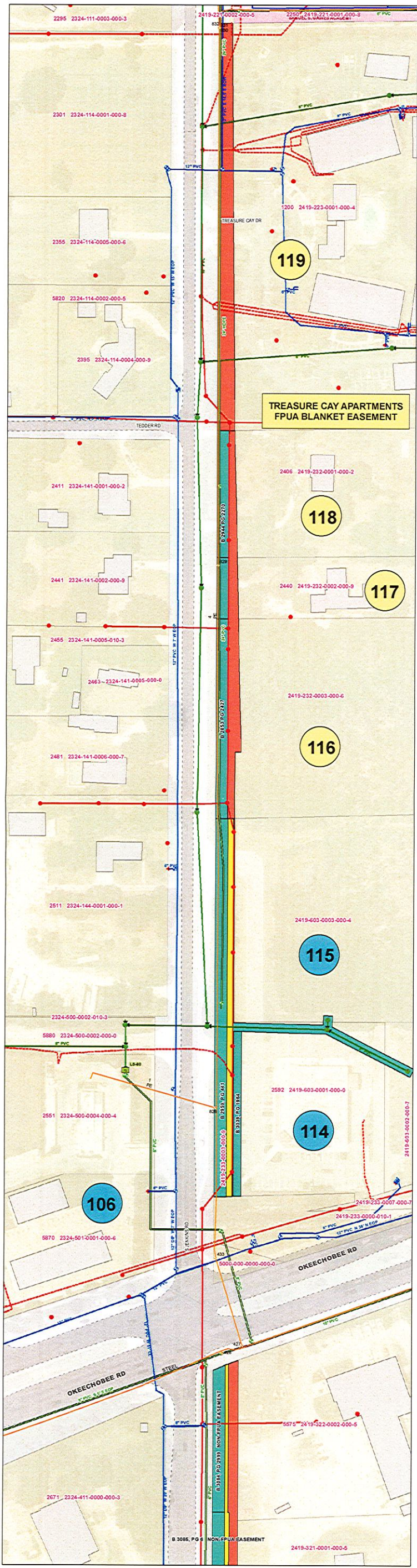
ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

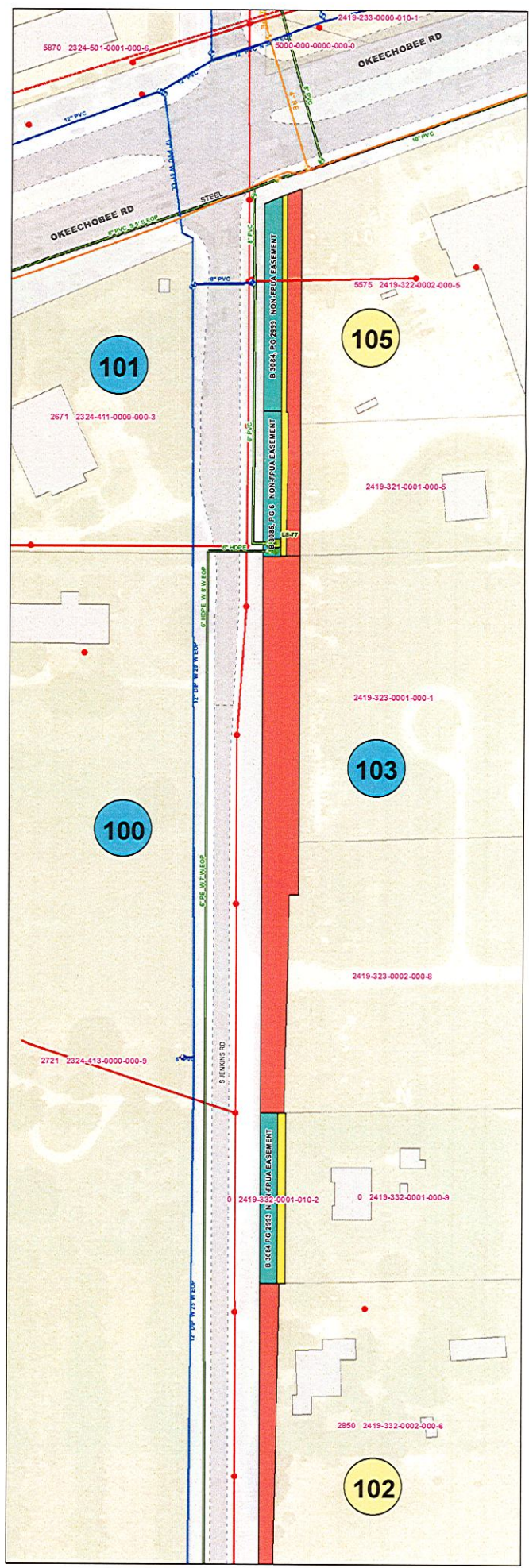
Robert V. Schwerer, City Attorney



NOTES

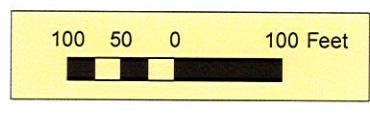
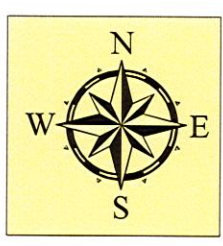
TABLE OF

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS LEFT	REMAINDERS RIGHT	COMMENTS
100	4	CORNERSTONE FORT PIERCE DEVELOPMENT, LLC A DELAWARE LIMITED LIABILITY COMPANY	1,208 AC	49,909 AC	0	
101	3,4	HEXACTY KP SHOPS, L.C. A FLORIDA LIMITED LIABILITY COMPANY	17,585 SF	7,851 AC	0	
102	4	BRONDS, LLC	7,708 SF	0	6,592 AC	
103	4	CDV INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY	0,663 AC	0	73,629 AC	
104	3,4	ERC ENTERPRISES, INC., A FLORIDA CORPORATION	2,000 SF	0	11,084 AC	VOID
105	3,4,6	SBS RENTALS "B" LLC, A FLORIDA LIMITED LIABILITY COMPANY	7,191 SF	0	16,416 AC	
106	5	OPAL P. NORVELL, TRUSTEE, OF THE OPAL P. NORVELL REVOCABLE LIVING TRUST DATED NOVEMBER 14, 2005	6,097 SF	4,886 AC	0	
107	5	CLARENCE R. STEPHENS AND SHARON E. STEPHENS, HIS WIFE	3,044 SF	0,728 AC	0	
108	5	CARLENE A. JENKINS, MITA YOUNG AND SHARON E. STEPHENS, AS TENANTS IN COMMON	3,235 SF	14,003 SF	0	
109	5	WILLIAM W. ALFORD AND JOANNE ALFORD, HIS WIFE	3,764 SF	0,964 AC	0	
110	5	INGRID W. WILLIAMS, A MARRIED WOMAN AND LEH-TIA V. WILLIAMS, A SINGLE WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	3,329 SF	0,973 AC	0	
111	5,6	STEVEN MCARY AND ERIC WINDMSSINGH	1,848 SF	0,745 AC	0	
112	5,6	MICHAEL E. JENKINS, A SINGLE ADJ.	695 SF	1,627 AC	0	
113	6	JUAN JOSE MARTINEZ AND MARIA E. MARTINEZ, HUSBAND AND WIFE	6,767 SF	5,844 AC	0	
114	3,5	AZ FLORIDA HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY	515 SF	0	1,71 AC	
115	5	MINI/TEST MOBILE SR TO JENKINS LLC, A FLORIDA LIMITED LIABILITY COMPANY	599 SF	0	6,543 AC	
116	3	AMR ANDORIN (AGE INTEREST), SANTIAGO SANCHEZ AND PECOY SANCHEZ, HUSBAND AND WIFE (30% INTEREST), AND TIL, INC., A FLORIDA CORPORATION	12,394 SF	0	4,452 AC	
117	5	FERNANDO VELASCO AND MA DE LA ILLIPE VELA, HUSBAND AND WIFE	3,507 SF	0	1,74 AC	
118	5	A. R. BANACK AND ETHEL JANE BANACK, HIS WIFE	1,316 SF	0	3,135 AC	
119	5,6	TREASURE CAY PROPERTIES, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY	16,371 SF	0	19,03 AC	
120	6	MICHAEL GELETTY, JR., AKA MICHAEL D. GELETTY AKA/A MICHAEL D. GELETTY, JR.	1,252 SF	1,051 AC	0	
121	5	MITA YOUNG, SURVIVING SPOUSE OF WARREN F. YOUNG, DECEASED	770 SF	0,564 AC	0	
OP1	3	NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT	N/A	N/A	N/A	
OP2	3,6	NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT	N/A	N/A	N/A	



Legend

- Existing Easement
- Existing ROW
- Proposed ROW / Construction Easement
- GAS Valve
- Water Valve
- Fire Hydrant Status**
- Potable Water Main
- Potable Water Main
- Sewer Valve
- Lift Station Wet Well
- Sewer Manhole
- GAS Main
- Force Main**
- Force Main
- Gravity Main**
- Status**
- Electric Poles
- Distribution Primary UG
- Distribution Primary OH



Jenkins Road at Okeechobee Easements

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 S. 37th Street
Fort Pierce, Florida 34947

Map Created By: Lance Brick
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