





Director of Financial Services
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: Nina B. Hurtubise, CPA 
FPUA Director of Financial Services

THROUGH: Clayton W. Lindstrom, P.E. 
FPUA Director of Utilities

DATE: December 16, 2015

SUBJECT: **City Commission Consent Agenda Request for December 21, 2015 Meeting Subordination of City Utility Interests – Parcel Nos. 109-3R, 110-3R, 111-3R, 143-2R, 145-2R, 153-2R, 154-2R, 822-2R, 824-2R**

I am forwarding for consideration and approval by the City Commission during the December 21, 2015 City Commission meeting the above Subordination of Utility Interest documents associated with the upcoming FDOT Midway Road Widening Project.

Please return all three copies of each of the nine Subordination documents to me for execution by the FDOT. If you have any questions or are in need of additional information, please contact me.

cc: City Manager
City Clerk

23-UTL.01-06/93

This instrument prepared	Parcel No.	109.3R
under the direction of:	Item/Segment No.	2314402
Dawn Raduano, Esq. _____	Section:	94530-2510
Legal Description prepared by:	Managing District:	04
Jeff Smith, P.S.M. (09-05-13) _____	C.R. No.	712
Document prepared by:	County:	St. Lucie
Grace K. Abel (09-08-15) _____		

Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE, FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY, hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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 Utility to the FDOT; and

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

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

Parcel No. 109

Item/Segment No. 2314402
Section: 94530-2510

A portion of UNIT 1, RENAISSANCE COMMONS, A CONDOMINIUM per Declaration of Condominium, as recorded in Official Records Book 2899,

(Continue on the next page)

Page 2434, being of the Public Records of St. Lucie County, Florida, lying in Section 4, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the west one-quarter (W. 1/4) corner of said Section 4; thence South 00°12'54" East, a distance of 0.82 feet along the west line of the southwest one-quarter (S.W. 1/4) of said Section 4 to a point on the Baseline of Survey of County Road 712 (Midway Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence North 89°51'59" East, a distance of 3.90 feet along said Baseline of Survey; thence North 89°44'43" East, a distance of 83.93 feet continuing along said Baseline of Survey; thence North 00°15'17" West, a distance of 40.00 feet along a line at a right angle to the last described course to the north existing right of way line of said County Road 712 (Midway Road) and the POINT OF BEGINNING; thence North 43°39'56" West, a distance of 69.59 feet along said north existing right of way line to the east existing right of way line of County Road 615 (S. 25th Street/Hawley Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence along said east existing right of way line for the next three (3) courses: (1) North 00°14'50" West, a distance of 91.15 feet; thence (2) North 07°19'26" East, a distance of 77.94 feet; thence (3) North 01°12'21" West, a distance of 23.32 feet; thence North 89°44'43" East, a distance of 5.49 feet; thence South 13°03'39" East, a distance of 32.85 feet; thence South 02°12'54" East, a distance of 102.60 feet; thence South 11°16'51" West, a distance of 25.71 feet; thence South 02°12'54" East, a distance of 22.49 feet; thence South 46°10'27" East, a distance of 42.00 feet; thence North 89°51'59" East, a distance of 143.44 feet; thence South 00°14'50" East, a distance of 30.51 feet to a point on the north existing right of way line of said County Road 712 (Midway Road); thence South 89°44'43" West, a distance of 147.60 feet along said north existing right of way line to the POINT OF BEGINNING.

Containing 9,427 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	06/03/92	3D Development & Leasing, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	0795/0729

PROVIDED that the Utility has the following rights:

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.
3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: *Daniel M. DeIulio*
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

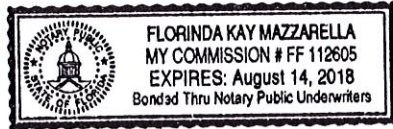
By: *Michael A. Perri, Jr.*
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: *[Signature]*
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93

This instrument prepared	Parcel No.	110.3R
under the direction of:	Item/Segment No.	2314402
Dawn Raduano, Esq. _____	Section:	94530-2510
Legal Description prepared by:	Managing District:	04
Jeff Smith, P.S.M. (09-05-13) _____	C.R. No.	712
Document prepared by:	County:	St. Lucie
Grace K. Abel (09-08-15) _____		

Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 201___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE, FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY, hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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 Utility to the FDOT; and

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

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

Parcel No. 110	Item/Segment No. 2314402
	Section: 94530-2510

A portion of RENAISSANCE COMMONS, A CONDOMINIUM per Declaration of Condominium, as recorded in Official Records Book 2899, Page 2434,

(Continue on the next page)

being of the Public Records of St. Lucie County, Florida, lying in Section 4, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the west one-quarter (W. 1/4) corner of said Section 4; thence South 00°12'54" East, a distance of 0.82 feet along the west line of the southwest one-quarter (S.W. 1/4) of said Section 4 to a point on the Baseline of Survey of County Road 712 (Midway Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence North 89°51'59" East, a distance of 3.90 feet along said Baseline of Survey; thence North 89°44'43" East, a distance of 383.11 feet continuing along said Baseline of Survey; thence North 00°15'17" West, a distance of 40.00 feet along a line at a right angle to the last described course to the north existing right of way line of said County Road 712 (Midway Road) and the POINT OF BEGINNING; thence South 89°44'43" West, a distance of 151.58 feet along said north existing right of way line; thence North 00°14'50" West, a distance of 30.51 feet; thence North 89°51'59" East, a distance 151.58 feet; thence South 00°14'50" East, a distance of 30.19 feet to a point on said north existing right of way line of County Road 712 (Midway Road) and the POINT OF BEGINNING.

Containing 4,601 square feet, more or less.

AND

A portion of RENAISSANCE COMMONS, a Condominium per Declaration of Condominium, as recorded in Official Records Book 2899, Page 2434, being of the Public Records of St. Lucie County, Florida, lying in Section 4, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the west one-quarter (W. 1/4) corner of said Section 4; thence North 00°14'50" West, a distance of 307.51 feet along the west line of the northwest one-quarter (N.W. 1/4) of said Section 4; thence North 89°45'10" East, a distance of 49.44 feet along a line at a right angle to the last described course to the POINT OF BEGINNING, being on the east existing right of way line of County Road 615 (S. 25th Street/Hawley Road) as shown on said Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence along said east existing right of way line of said County Road 615 for the next (2) two courses, North 11°49'44" West, a distance of 47.04 feet; thence North 00°14'50" West, a distance of 189.13 feet; thence South 03°12'54" East, a distance of 32.61 feet; thence South 02°26'20" East, 202.78 feet to a point on said east existing right of way line; thence South 13°03'39" East, a distance of 26.71 feet; thence South 89°44'43" West, a distance of 5.49 feet to a point on said east existing right of way line; thence North 01°12'21" West, a distance of 26.05 feet along said east existing right of way line to the POINT OF BEGINNING.

Containing 1,009 square feet, more or less.

All together containing 5,610 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	06/03/92	3D Development & Leasing, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	0795/0729

PROVIDED that the Utility has the following rights:

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.
3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: *Daniel M. DeIulio*
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: *Michael A. Perri, Jr.*
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: *[Signature]*
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93

This instrument prepared
under the direction of:
Dawn Raduano, Esq. _____
Legal Description prepared by:
Jeff Smith, P.S.M. (09-05-13)
Document prepared by:
Grace K. Abel (09-08-15)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 111.3R
Item/Segment No. 2314402
Section: 94530-2510
Managing District: 04
C.R. No. 712
County: St. Lucie

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____,
201____, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE,
FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY,
hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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
Utility to the FDOT; and

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

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

Parcel No. 111

Item/Segment No. 2314402
Section: 94530-2510

A portion of Lot 61, WHITE CITY SUBDIVISION OF SECTIONS 3, 4, 5, 8, 9,
AND 10, TOWNSHIP 36 S, RANGE 40 E, according to the plat thereof, as

(Continue on the next page)

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Print Name: _____

By: _____
Print 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
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: Daniel M. DeIulio
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: Michael A. Perri, Jr.
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: [Signature]
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93

This instrument prepared
under the direction of:
Dawn Raduano, Esq. _____
Legal Description prepared by:
Jeff Smith, P.S.M. (09-05-13)
Document prepared by:
Grace K. Abel (09-08-15)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 143.2R
Item/Segment No. 2314402
Section: 94530-2510
Managing District: 04
C.R. No. 712
County: St. Lucie

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____,
201____, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE,
FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY,
hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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
Utility to the FDOT; and

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

Utility hereby subordinates to the interest of FDOT, its
successors, or assigns, any and all of its interest in the lands as
follows, viz: .

Parcel No. 143

Item/Segment No. 2314402
Section: 94530-2510

A portion of Section 3, Township 36 South, Range 40 East, St. Lucie
County, Florida, being more particularly described as follows:

(Continue on the next page)

Commence at a found pk nail with disk stamped "R.W. HERR PLS 4907" marking the west one-quarter (W. 1/4) corner of said Section 3; thence North 00°11'02" West, 88.16 feet along the west line of the Northwest one-quarter (N.W. 1/4) of said Section 3 to the north existing right of way line of County Road 712 (Midway Road) and the east existing right of way line of County Road 605 (Oleander Avenue) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510 and the POINT OF BEGINNING; thence North 00°11'02" West, 16.82 feet continuing along said west line of the northwest one-quarter (N.W. 1/4) of Section 3 and said east existing right of way line of County Road 605 (Oleander Avenue); thence South 43°54'49" East, 9.86 feet; thence South 89°42'45" East, 434.44 feet; thence South 00°13'20" East, 9.75 feet to said north existing right of way line of County Road 712 (Midway Road); thence North 89°42'45" West, 441.26 feet along said north existing right of way line to the POINT OF BEGINNING.

Containing 4,326 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	09/27/84	White City United Methodist Church, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	448/1201
Easement	03/29/88	White City United Methodist Church, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	600/1582
Easement	09/27/84	White City United Methodist Church, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	635/235

PROVIDED that the Utility has the following rights:

1. The Utility 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 effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Print Name: _____

By: _____
Print 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
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: *Daniel M. DeIulio*
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: *Michael A. Perri, Jr.*
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: *ARK*
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93

This instrument prepared under the direction of:	Parcel No.	145.2R
Dawn Raduano, Esq. _____	Item/Segment No.	2314402
Legal Description prepared by:	Section:	94530-2510
Jeff Smith, P.S.M. (09-05-13)	Managing District:	04
Document prepared by:	C.R. No.	712
Grace K. Abel (09-08-15) _____	County:	St. Lucie

Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE, FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY, hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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 Utility to the FDOT; and

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

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

Parcel No. 145

Item/Segment No. 2314402
Section: 94530-2510

A portion of Lot 23, WHITE CITY SUBDIVISION OF SECTIONS 3, 4, 5, 8, 9, AND 10, TOWNSHIP 36 S, RANGE 40 E, according to the plat thereof, as

(Continue on the next page)

recorded in Plat Book 1, Page 23, of the Public Records of St. Lucie County, Florida, lying in Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at a found pk nail with disk stamped "R.W. HERR PLS 4907" marking the west one-quarter (W. 1/4) corner of said Section 3; thence North 00°11'02" West, 48.16 feet along the west line of the northwest one-quarter (N.W. 1/4) of said Section 3 to the Baseline of Survey of County Road 712 (Midway Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence South 89°42'45" East, 649.64 feet along said Baseline of Survey; thence North 00°17'15" East, 40.00 feet along a line at a right angle to the last described course to the north existing right of way line of said County Road 712 (Midway Road) and the POINT OF BEGINNING; thence North 00°13'20" West, 9.75 feet; thence South 89°42'45" East, 420.94 feet; thence North 89°00'38" East, 197.82 feet; thence North 00°17'15" East, 615.84 feet; thence South 89°42'45" East, 40.00 feet; thence South 00°17'15" West, 630.00 feet to said north existing right of way line of County Road 712 (Midway Road); thence North 89°42'45" West, 658.62 feet along said north existing right of way line to the POINT OF BEGINNING.

Containing 0.727 acres, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	09/05/84	Tony Backiel and Frieda Backiel	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	448/1203
Easement	06/26/89	Land America Investment Fund I, Ltd., a Florida limited partnership	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	644/2919

PROVIDED that the Utility has the following rights:

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.
3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: *D.M. Delulio*
Daniel M. Delulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY
By: *Michael A. Perri, Jr.*
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:
By: *ANN*
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93

This instrument prepared under the direction of:	Parcel No.	153.2R
Dawn Raduano, Esq. _____	Item/Segment No.	2314402
Legal Description prepared by:	Section:	94530-2510
Jeff Smith, P.S.M. (09-05-13) _____	Managing District:	04
Document prepared by:	C.R. No.	712
Grace K. Abel (09-08-15) _____	County:	St. Lucie

Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE, FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY, hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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 Utility to the FDOT; and

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

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

Parcel No. 153

Item/Segment No. 2314402
Section: 94530-2510

A portion of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

(Continue on the next page)

Commence at a found pk nail with disk stamped "R.W. HERR PLS 4907" marking the west one-quarter (W. 1/4) corner of said Section 3; thence North 00°11'02" West, 48.16 feet along the west line of the northwest one-quarter (N.W. 1/4) of said Section 3 to the Baseline of Survey of County Road 712 (Midway Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence South 89°42'45" East, 1,308.27 feet along said Baseline of Survey; thence North 00°17'15" East, 40.00 feet along a line at a right angle to the last described course to the north existing right of way line of said County Road 712 (Midway Road) and the POINT OF BEGINNING; thence North 00°17'15" East, 15.05 feet; thence North 89°00'38" East, 25.24 feet; thence South 89°40'58" East, 219.89 feet; thence South 00°17'15" West, 15.50 feet to said north existing right of way line of County Road 712 (Midway Road); thence North 89°42'45" West, 245.13 feet along said north existing right of way line to the POINT OF BEGINNING.

Containing 3,807 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	08/29/84	Josephine Bass	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	448/1204

PROVIDED that the Utility has the following rights:

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.

3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: D.M. DeL.
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: Michael A. Perri, Jr.
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: R. N. Kell
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93-Modified by D4/DR

This instrument prepared under the direction of: Dawn Raduano, Esq. _____
Legal Description prepared by: Jeff Smith, P.S.M. (09-05-13)
Document prepared by: Grace K. Abel (09-08-15)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 154.2R
Item/Segment No. 2314402
Section: 94530-2510
Managing District: 04
C.R. No. 712
County: St. Lucie

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE, FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY, hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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 Utility to the FDOT; and

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

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

Parcel No. 154

Item/Segment No. 2314402
Section: 94530-2510

A portion of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

(Continue on the next page)

Commence at a found pk nail with disk stamped "R.W. HERR PLS 4907" marking the west one-quarter (W. 1/4) corner of said Section 3; thence North 00°11'02" West, 48.16 feet along the west line of the northwest one-quarter (N.W. 1/4) of said Section 3 to a point on the Baseline of Survey of County Road 712 (Midway Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence South 89°42'45" East, 1,553.39 feet along said Baseline of Survey; thence North 00°17'15" East, 40.00 feet along a line at a right angle to the last described course to the north existing right of way line of said County Road 712 (Midway Road) and the POINT OF BEGINNING; thence North 00°17'15" East, 15.50 feet; thence South 89°40'58" East, 85.00 feet; thence South 00°17'15" West, 15.45 feet to said north existing right of way line of County Road 712 (Midway Road); thence North 89°42'45" West, 85.00 feet along said north existing right of way line to the POINT OF BEGINNING.

Containing 1,315 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	11/02/84	Ellis Reed Turley and E. Irene Farmer, Guardian of Rosetta Gilmore	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	448/1199

PROVIDED that the Utility has the following rights:

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.

3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: *Daniel M. DeJulio*
Daniel M. DeJulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY
By: *Michael A. Perri, Jr.*
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:
By: *Anna A.*
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.

Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid



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.01-06/93-Modified by D4/DR

This instrument prepared	Parcel No.	822.2R
under the direction of:	Item/Segment No.	2314402
Dawn Raduano, Esq.	Section:	94530-2510
Legal Description prepared by:	Managing District:	04
<u>Louis Cefolia, P.S.M. (08-19-14)</u>	C.R. No.	712
Document prepared by:	County:	St. Lucie
<u>Grace K. Abel (09-08-15)</u>		
Department of Transportation		
Right of Way Production Services		
3400 W. Commercial Boulevard		
Ft. Lauderdale, Florida 33309		

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 201____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE, FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY, hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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 Utility to the FDOT; and

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

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

Parcel No. 822

Item/Segment No. 2314402
Section: 94530-2510

A portion of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

(Continue on the next page)

Commence at a pk nail with disk stamped "R.W. HERR PLS 4907", found marking the West One-Quarter (W. 1/4) Corner of said Section 3; thence North 00°11'02" West along the West line of the Northwest One-Quarter (N.W. 1/4) of said Section 3, a distance of 88.16 feet to the Northerly Existing Right of Way line of County Road 712 (Midway Road) and the Easterly Existing Right of Way line of County Road 605 (Oleander Avenue) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2314402, Section 94530-2510; thence South 89°42'45" East along said Northerly Existing Right of Way line, a distance of 441.26 feet; thence North 00°13'20" West, a distance of 9.75 feet to the POINT OF BEGINNING; thence continuing North 00°13'20" West, a distance of 5.00 feet; thence North 89°42'45" West, a distance of 439.26 feet; thence South 43°54'49" East, a distance of 6.97 feet; thence South 89°42'45" East, a distance of 434.44 feet to the POINT OF BEGINNING.

Containing 2,184 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	09/27/84	White City United Methodist Church, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	448/1201
Easement	03/29/88	White City United Methodist Church, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	600/1582
Easement	09/27/84	White City United Methodist Church, Inc.	City of Fort Pierce, Florida for the use and benefit of the Fort Pierce Utilities Authority	635/235

PROVIDED that the Utility has the following rights:

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.
3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: D. M. DeL.
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: [Signature]
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: [Signature]
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



[Signature]
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

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.01-06/93-Modified by D4/DR

This instrument prepared
under the direction of:
Dawn Raduano, Esq. _____
Legal Description prepared by:
Louis Cefolia, P.S.M. (08-19-14)
Document prepared by:
Grace K. Abel (09-08-15)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 824.2R
Item/Segment No. 2314402
Section: 94530-2510
Managing District: 04
C.R. No. 712
County: St. Lucie

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____,
201____, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, hereinafter called "FDOT", and CITY OF FORT PIERCE,
FLORIDA for the use and benefit of FORT PIERCE UTILITIES AUTHORITY,
hereinafter called "Utility".

W I T N E S S E T H:

WHEREAS, the Utility 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
Utility to the FDOT; and

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

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

Parcel No. 824

Item/Segment No. 2314402
Section: 94530-2510

A portion of Lot 23, WHITE CITY SUBDIVISION OF SECTIONS 3, 4, 5, 8, 9,
AND 10, TOWNSHIP 36 S, RANGE 40 E, according to the plat thereof, as

(Continue on the next page)

1. The Utility 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 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 Utility or require the Utility 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 herein with reimbursement rights.
3. The Utility 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 Utility agrees to repair any damage to FDOT facilities and be responsible to the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above; however the Utility does not waive its sovereign immunity.

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: _____
Print 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
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: Daniel M. DeIulio
Daniel M. DeIulio
Secretary

CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: Michael A. Perri, Jr.
Michael A. Perri, Jr., Chairman

Approved as to Form and Correctness:

By: an [signature]
Fort Pierce Utilities Authority
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Michael A. Perri, Jr., Chairman of Fort Pierce Utilities Authority, who is personally known to me.



Florinda Kay Mazzarella
Florinda Kay Mazzarella
Notary Public in and for the
County and State last aforesaid

Linda Hudson, Mayor-Commissioner

ATTEST:

Linda W. Cox, City Clerk
(City Seal)

Approved as to Form and Correctness:

Robert V. Schwerer, City Attorney