

23-UTL.04-07/18

This instrument prepared  
under the direction of:

Dawn Raduano, Esq.

Legal Description prepared by:

Louis Cefolia, P.S.M. (12/10/18)

Document prepared by:

Susanna Rowland (03/11/19)

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

Parcel No.	108.3
Item/Segment No.	4299362
Section:	94060-2500
Managing District:	04
S.R. No.	A1A
County:	St. Lucie

### SUBORDINATION OF CITY 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 the **CITY OF FORT PIERCE, FLORIDA FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY**, hereinafter called the UTILITY.

### WITNESSETH:

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

A portion of land lying in Section 34, Township 34 South, Range 40 East, St. Lucie County, Florida, as shown on Sheet 18 of the Florida Department of Transportation Right of Way Map of State Road A1A (North Bridge), Item/Segment No. 4299362, Section 94060-2500 and being more particularly described as follows:

Commence at a 1/2 inch iron rod and cap stamped "LB 4286", found marking the Southwest (SW) Corner of said Section 34; thence North 88°41'14" East along the South line of the Southwest One-Quarter (SW 1/4) of said Section 34, a distance of 109.51 feet; thence South 89°49'51" East continuing along said South line of the Southwest One-Quarter (SW 1/4) of Section 34, a distance of 18.16 feet to a point on the Easterly

Existing Right of Way line of State Road No. 5 (U.S. 1); thence North 27°16'55" West along said Easterly Existing Right of Way line of State Road No. 5 (U.S. 1), a distance of 420.42 feet to a point of intersection of said Easterly Existing Right of Way line of State Road No. 5 (U.S. 1) and the Northerly Existing Right of Way line of State Road No. A1A; thence North 87°27'08" East along said Northerly Existing Right of Way line of State Road No. A1A, a distance of 423.34 feet to the beginning of a tangent curve concave Northwesterly, having a chord bearing of North 31°49'14" East; thence Northeasterly along the arc of said curve, having a radius of 40.00 feet, through a central angle of 111°15'47", an arc distance of 77.68 feet to the end of said curve on the Westerly Existing Right of Way line of State Road No. 605 (Old Dixie Highway); thence along said Westerly Existing Right of Way line of State Road No. 605 (Old Dixie Highway) for the next four (4) courses: (1) North 23°48'39" West, a distance of 375.29 feet; (2) North 66°11'05" East, a distance of 18.80 feet; (3) North 23°27'36" West, a distance of 100.20 feet; (4) North 23°20'44" West, a distance of 15.66 feet to the POINT OF BEGINNING; thence North 89°59'21" West, a distance of 31.36 feet; thence North 23°06'59" West, a distance of 294.14 feet; thence South 89°59'21" East along a line parallel to said extension of the South line of the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4), a distance of 31.08 feet to the aforesaid Westerly Existing Right of Way line of State Road No. 605 (Old Dixie Highway); thence along said Westerly Existing Right of Way line for the next three (3) courses: (1) South 22°39'29" East, a distance of 9.91 feet; (2) South 23°06'59" East, a distance of 200.00 feet; (3) South 23°20'44" East, a distance of 84.34 feet to the POINT OF BEGINNING.

Containing 8,398 square feet, more or less.

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R.B. & PG./
Easement	9/5/90	East Coast Packers, Inc.	Fort Pierce Utilities Authority of the City of Fort Pierce	706 / 901

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 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 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 of the provision 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 to indemnify 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 wave 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: (Two witnesses required by Florida Law)

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Witness Signature:

BY: \_\_\_\_\_  
Name: GERRY O'REILLY  
District Secretary for District Four

\_\_\_\_\_  
Print Witness Name:

Attorney approved as to form:

\_\_\_\_\_  
Witness Signature:

\_\_\_\_\_  
Name: DAWN RADUANO

\_\_\_\_\_  
Print Witness Name:

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged by me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by GERRY O'REILLY, District Secretary for District Four, who is personally known by me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed or stamped name of Notary Public  
My Commission Expires: \_\_\_\_\_

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

ATTEST:

Print Name:  
Secretary

Darryl T. Bey

**FORT PIERCE UTILITY AUTHORITY**

By:

Print Name:  
Chairman

Glynda Cavalcanti

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

Witness Signature:

Josh Gang

Print Witness Name:

Josh Gang

Witness Signature:

Bo Hutchinson

Print Witness Name:

Bo Hutchinson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  
FPUA Attorney

R. R. [Signature]

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2020, by Glynda Cavalcanti, Chairman of **FORT PIERCE UTILITIES AUTHORITY**, who is personally known to me.

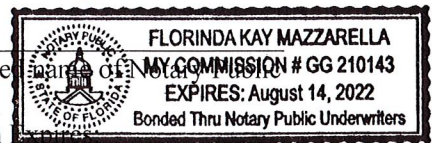
(SEAL)

Notary Public

Printed or stamped

My Commission

Florinda Kay Mazzarella



ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk (or Deputy Clerk)

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

(City Seal)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney

EASEMENT 1066004

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, A municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY the privilege and easement for the installation, maintenance, operation, repair, replacement or renewal of their municipal owned electric, water, sewer and gas utilities, in, under, upon, along, over and across the following described land in St. Lucia County, Florida, to wit:

Legal Description Attached As Exhibit 'A'

Rec Fee \$ 15.00 DOUGLAS DIXON  
Add Fee \$ St. Lucia County  
Doc Tax \$ 55 Clerk of Circuit Court  
Int Tax \$ By CW Deputy Clerk  
Total \$ 15.55

Access to the above strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said utilities. Patrolling said easement on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors, the rights herein granted may be assigned in whole or in part.

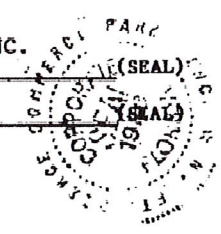
The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

IN WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 30th day of April, 1990.

Signed, sealed, and delivered in our presence as witnesses:  
by John C. Vivian, President  
N. FT. PIERCE COMMERCE PARK, INC.

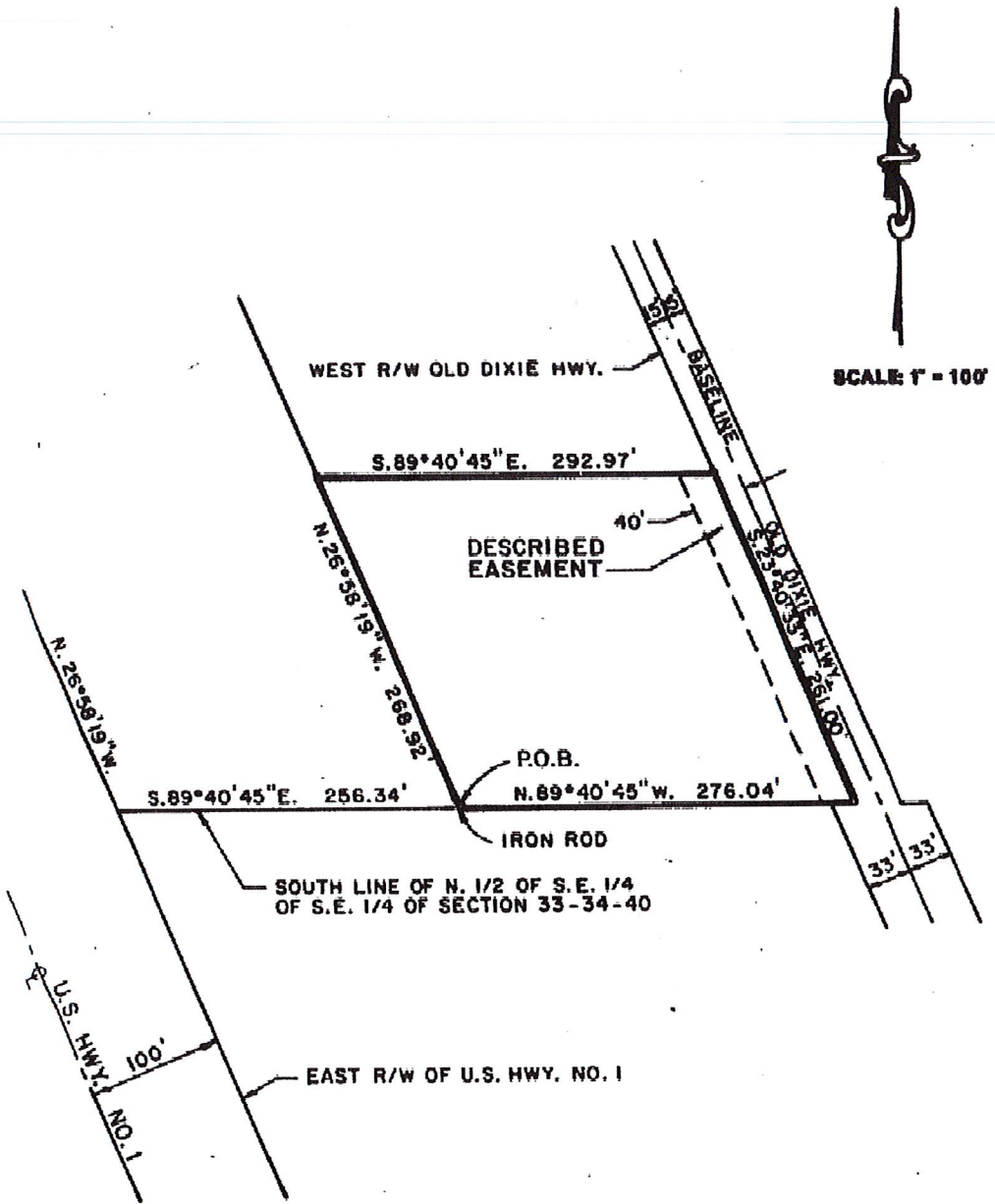
Margaret Vivian  
STATE OF FLORIDA:  
COUNTY OF ~~SMITH~~ Dade



Before me, the undersigned authority, personally came and appeared John C. Vivian, as President of N. Ft. Pierce Commerce Park, Inc. to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal this 30th day of April, 1990.  
Margaret Vivian  
Notary Public State of Florida  
My commission expires: NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 2, 1991  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS





**SKETCH OF DESCRIPTION**  
**FOR**  
**F.P.U.A. UTILITY EASEMENT**

**G** CALPEPPER &  
 TERPENING, INC.  
 Consulting Engineers • Land Surveyors  
 885 VIRGINIA AVENUE, SUITE 18 • P.O. BOX 1448  
 FT. PIERCE, FL 34964 • (407) 464-9637

EXHIBIT 'A'  
 SHEET 1 OF 2

DESCRIPTION  
FOR UTILITY EASEMENT

That easterly portion of the following described property lying within 40 feet of, and as measured at right angles to, the baseline shown on State of Florida S.R.D. Maintenance Map for State Road No. 8-605, as recorded in Maintenance Map Book 1, at Page 160 of the Public Records of St. Lucie County, Florida:

Begin at the point of intersection of the Easterly right-of-way of U.S. No. 1 and the South line of the North One Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; run thence South 89 degrees 40 minutes 45 seconds East, along said South line, 256.34 feet to an iron rod, said iron rod being the Point of Beginning; thence run North 26 degrees 58 minutes 19 seconds West, parallel to the said Easterly right-of-way of U.S. No. 1 268.92 feet; thence run South 89 degrees 40 minutes 45 seconds East, parallel to said South line, 292.97 feet, to the Westerly right-of-way of Old Dixie Highway (right-of-way of Old Dixie Highway being used as 15 feet from centerline); thence run South 23 degrees 40 minutes 33 seconds East, along said Westerly right-of-way of Old Dixie Highway, 261.00 feet, to a point on the said South line and the Westerly right-of-way of Old Dixie Highway; thence run North 89 degrees 40 minutes 45 seconds West, along said South line, 276.04 feet to the Point of Beginning, all lands lying and being in Sections 33 and 34, Township 34 South, Range 40 East, St. Lucie County, Florida.

Directory: WP  
Library: Legal  
Document: 8717

90 SEP -5 P4:10  
1066004 MB  
FILED AND RECORDED  
DOUGLAS DIXON C.L.  
ST. LUCIE COUNTY

EXHIBIT 'A'

SHEET 2 OF 2