

23-UTL.01-07/99

Date: October 6, 2000

This instrument prepared by
or under the direction of:

Kenneth S. Davis
District General Counsel
Florida Department of Transportation
Post Office Box 1089
Lake City, Florida 32056-1089

PARCEL NO. 145.2
SECTION 26250-2523
F.P. NO.
STATE ROAD 121
COUNTY OF Alachua

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1901 South Marion Street, Post Office Box 1089, Lake City, Florida 32056-1089, hereinafter called the FDOT, and CITY OF GAINESVILLE, FLORIDA, hereinafter called UTILITY AGENCY ORGANIZATION, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires subordination of the UAO'S interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO'S facilities if necessary to prevent conflict between the UAO'S facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

PARCEL NUMBER 145

ALACHUA COUNTY

A portion of the Garey (Gary Grant), Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the northwest corner of Fractional Section 13, Township 10 South, Range 19 East, lying northerly of the Garey (Gary) Grant, Alachua County, Florida, and run thence South 00°41'21" East, along the west boundary of said Section 13, a distance of 2490.90 feet to a point on the survey centerline of State Road No. 121, as per Florida Department of Transportation right-of-way map Section 26250-2523; thence North 08°05'03" East, along said survey centerline, 70.34 feet; thence South 81°54'57" East, 64.00 feet to a point on the easterly right-of-way line of said State Road No. 121, said point lying on the arc of a curve, concave westerly, having a radius of 2928.79 feet; thence northerly, along said easterly right-of-way line, and along the arc of said curve, through a central angle of 11°38'06", an arc distance of 594.74 feet, said arc being subtended by a chord having a bearing and distance of North 02°16'00" East, 593.72 feet; thence

North 86°38'41" East, 7.40 feet; thence North 03°47'27" West, 60.05 feet; thence North 86°54'42" East, 250.41 feet; thence South 20°57'04" East, 195.18 feet; thence South 33°32'45" East, 499.52 feet, (Crossing the Southerly line of said Section 13, into the Garey (Gary) Grant, Township 10 South, Range 19 East); thence South 37°53'30" East, 79.42 feet to the POINT OF BEGINNING; thence South 86°54'40" East, 82.00 feet to a point lying 25.00 feet westerly of the easterly line of that certain parcel of land, as described in Official Records Book 2228, page 2338 etseq. of the Public Records of Alachua County, Florida; thence South 03°05'20" West, 25.00 feet westerly of (measured perpendicular) and parallel with said easterly line, 60.00 feet to a point lying on the arc of a curve concave southwesterly, having a radius of 1206.00 feet; thence southeasterly, 25.00 feet westerly of (measured radial to) and concentric with said easterly line, along the arc of said curve through a central angle of 05°59'52", an arc distance of 126.24 feet, said arc being subtended by a chord having a bearing and distance of South 09°59'08" East, 126.19 feet; thence North 84°29'43" West, 11.87 feet to a point lying on the arc of a curve concave westerly, having a radius of 700.34 feet; thence southerly, 25.00 feet westerly of (measured radial to) and concentric with said easterly line, and along the arc of said curve, through a central angle of 08°12'07", an arc distance of 100.25 feet to a point lying 25.00 feet northerly of (measured perpendicular) the southerly line of said certain parcel of land, said arc being subtended by a chord having a bearing and distance of South 02°57'44" West, 100.17 feet; thence North 81°03'24" West, 25.00 feet northerly of (measured perpendicular) and parallel with said southerly line, 71.24 feet; thence North 72°01'01" West, 25.00 feet northerly of (measured perpendicular) and parallel with said southerly line and the northerly boundary of "Rocky Point Landing Unit No. 1", as per plat thereof, recorded in Plat Book "L", page 57 of said Public Records, a distance of 96.56 feet; thence North 17°58'59" East, perpendicular to said southerly line and said northerly boundary, 155.00 feet; thence North 07°18'55" East, 100.98 feet; thence South 86°54'40" East, 18.00 feet to the POINT OF BEGINNING.

Containing 0.823 of an acre, more or less.

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	04-06-82	First United Corporation	City of Gainesville, Florida	O.R. 1412 Page 881

2. The UAO shall continue to have all rights under the UAO's real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional

protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO'S facilities located on the real property in accordance with FDOT standards as set forth in the Florida FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO'S facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises its rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this organization not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT has executed this agreement effective this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Witness:
Print Name: _____

BY: _____
David L. Byrd
District Director
of Production

Witness:
Print Name: _____

District Two

Legal Review

By: _____
Kenneth S. Davis
District Counsel

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by DAVID L. BYRD, District Director of Production, District Two, who is personally known to me to be the person who executed the foregoing instrument and who did not take an oath.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

IN WITNESS WHEREOF, the UAO has executed this agreement effective this _____ day of _____, 2001.

ATTEST: _____ CITY OF GAINESVILLE, FLORIDA

Print Name: Kurt M. Lannon

Its Clerk of the Commission

BY: _____

Print Name: Paula M. Delaney

Its Mayor

STATE OF FLORIDA

COUNTY OF ALACHUA

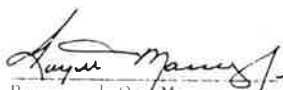
The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Paula M. Delaney, Mayor, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public in and for the County and State aforesaid.

My Commission Expires: _____

Approved as to form and legality:


Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida

Date: October 6, 2000

This instrument prepared by
or under the direction of:
Kenneth S. Davis
District General Counsel
Florida Department of Transportation
Post Office Box 1089
Lake City, Florida 32056-1089

PARCEL NO. 809.2
SECTION 26250-2523
F.P. NO.
STATE ROAD 121
COUNTY OF Alachua

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1901 South Marion Street, Post Office Box 1089, Lake City, Florida 32056-1089, hereinafter called the FDOT, and CITY OF GAINESVILLE, FLORIDA, hereinafter called UTILITY AGENCY ORGANIZATION, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires subordination of the UAO'S interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO'S facilities if necessary to prevent conflict between the UAO'S facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

A portion of Fractional Section 13, and a portion of the Garey (Gary) Grant, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the northwest corner of Fractional Section 13, Township 10 South, Range 19 East, lying northerly of the Garey (Gary) Grant, Alachua County, Florida, and run thence South 00°41'21" East, along the west boundary of said Section 13, a distance of 2490.90 feet to a point on the survey centerline of State Road No. 121, as per Florida Department of Transportation right-of-way map Section 26250-2523; thence North 08°05'03" East, along said survey centerline, 70.34 feet; thence South 81°54'57" East, 64.00 feet to a point on the easterly right-of-way line of said State Road No. 121, said point lying on the arc of a curve, concave westerly, having a radius of 2928.79 feet; thence northerly, along said easterly right-of-way line, and along the arc of said curve, through a central angle of 11°14'37", an arc distance of 574.74 feet, said arc being subtended by a chord having a bearing and distance of North 02°27'44" East, 573.82 feet to the POINT OF BEGINNING; thence continue Northerly along said Easterly right of way line, and along the arc of said curve through a

central angle of 00°23'29", an arc distance of 20.00 feet, said arc being subtended by a chord having a bearing and distance of North 03°21'19" West, 20.00 feet; thence North 86°38'41" East, 7.40 feet; thence North 03°47'27" West, 60.05 feet; thence North 86°54'42" East, 250.41 feet; thence South 20°57'04" East, 195.18 feet; thence South 33°32'45" East, 499.52 feet, (Crossing the Southerly line of said Section 13, into the Garey (Gary) Grant, Township 10 South, Range 19 East); thence South 37°53'30" East, 79.42 feet; thence North 86°54'40" West, 18.00 feet; thence South 07°18'55" West, 9.03 feet; thence North 37°53'30" West, 74.74 feet; thence North 33°32'45" West, 502.48 feet, (Crossing the Northerly line of said Garey (Gary) Grant, into said Section 13); thence North 20°57'04" West, 182.82 feet; thence South 86°54'42" West, 215.59 feet; thence South 03°47'27" East, 59.95 feet; thence South 86°38'41" West, 27.55 feet to the POINT OF BEGINNING.

Containing 21,461 square feet, more or less.

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

INSTRUMENT	DATE	FROM	TO	O. R. BOOK/PAGE
Easement	04-06-82	First United Corporation	City of Gainesville, Florida	O.R. 1412 Page 881

2. The UAO shall continue to have all rights under the UAO's real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO'S facilities located on the real property in accordance with FDOT standards as set forth in the Florida FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO'S facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises its rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this organization not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited

to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT has executed this agreement effective this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Witness:
Print Name: _____

BY: _____
David L. Byrd
District Director
of Production

Witness:
Print Name: _____

District Two

Legal Review

By: _____
Kenneth S. Davis
District Counsel

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by DAVID L. BYRD, District Director of Production, District Two, who is personally known to me to be the person who executed the foregoing instrument and who did not take an oath.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

IN WITNESS WHEREOF, the UAO has executed this agreement effective this _____ day of _____, 2001.

ATTEST: _____

CITY OF GAINESVILLE, FLORIDA

Print Name: Kurt M. Lannon

Its Clerk of the Commission

BY: _____

Print Name: Paula M. DeLaney

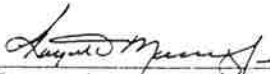
Its Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
_____ day of _____, 2001, by Paula M. DeLaney,
Mavor, who is personally known to me or who has
produced _____
as identification.

Print Name: _____
Notary Public in and for the County
and State aforesaid.
My Commission Expires: _____

Approved as to form and legality:



Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida