

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BY: Kenneth S. Davis  
District Counsel

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 30th day of March, 2001.

ATTEST: [Signature]

CITY OF GAINESVILLE, FLORIDA

Print Name: Kurt M. Lannon

Its Clerk of the Commission

BY: Paula M. DeLaney

Print Name: Paula M. DeLaney

Its Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this

30th day of March, 2001, by Paula M. DeLaney,

Mayor, who is personally known to me or who has

produced \_\_\_\_\_

as identification.

Sharon D. Williams

Print Name: Sharon D. Williams  
Notary Public in and for the County  
and State aforesaid.

My Commission Expires: \_\_\_\_\_



Approved as to form and legality:

Raymond O. Manasco, Jr.

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