

23-UTL.02-05/09

Date: July 15, 2013
This instrument prepared under the direction of:
Kristen Carlson, Chief Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. 4295061
PARCEL 120.2
SECTION 13010-000
STATE ROAD 45(US 41)
COUNTY Manatee

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this ____ day of _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and MANATEE COUNTY UTILITIES SYSTEM, hereinafter called the 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:

SEE EXHIBIT "A"

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	06-24-74	Eugene M. Howerdd, Jr., Timothy J. Connolly, Gerald A. Klein, John Denesuk and Pauline E. Denesuk, his wife	Manatee County Utilities System	OR 685 PG 977

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 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 the extent provided by Florida Statutes 768.28 indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence
as witnesses:

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

Signature

By: _____
District Secretary/Designee
for District One

Print/Type Name

Signature

Legal Review:

Print/Type Name

Department Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: _____

Printed Name: _____

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

Serial No.: _____

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____
Signature

Manatee County,
Florida,
By Its Board of County
Commissioners

Print/Type Name

Clerk(or Deputy Clerk)

Signature

Print/Type Name

Its Chairperson
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

F.P. NO. 4295061

SECTION 13010-000

PARCEL 120

RIGHT OF WAY

A) That portion of the northwest 1/4 of Section 14, Township 35 South, Range 17 East, Manatee County, Florida.

Being described as follows:

Commence at the southwest corner of the northwest 1/4 of said Section 14; thence along the south line of said northwest 1/4, South 89°35'35" East a distance of 1,313.85 feet to the survey base line of State Road 45 (US 41); thence along said survey base line North 00°26'52" East a distance of 59.87 feet; thence South 89°33'08" East a distance of 49.12 feet to the east existing right of way line of said State Road 45 (per FPID. No. 427307-1 Section 13010-000) for a POINT OF BEGINNING; thence along said east existing right of way line North 00°26'52" East a distance of 7.44 feet; thence South 89°33'08" East a distance of 1.50 feet; thence South 00°26'52" West a distance of 7.44 feet to said east existing right of way line; thence along said east existing right of way line North 89°33'08" West a distance of 1.50 feet to the POINT OF BEGINNING.

Containing 11 square feet.

ALSO

B) That portion of the northwest 1/4 of Section 14, Township 35 South, Range 17 East, Manatee County, Florida.

Being described as follows:

EXHIBIT "A"

Commence at the southwest corner of the northwest 1/4 of said Section 14; thence along the south line of said northwest 1/4, South 89°35'35" East a distance of 1,313.85 feet to the survey base line of State Road 45 (US 41); thence along said survey base line North 00°26'52" East a distance of 74.33 feet; thence South 89°33'08" East a distance of 42.00 feet to the east existing right of way line of said State Road 45 (per Section 1301-(117)-(201)119-2502) for a POINT OF BEGINNING; thence along said east existing right of way line North 00°26'52" East a distance of 605.70 feet; thence South 89°39'17" East a distance of 6.34 feet; thence South 27°01'46" West a distance of 3.89 feet; thence South 00°26'52" West a distance of 117.75 feet; thence South 89°33'08" East a distance of 1.49 feet; thence South 00°26'52" West a distance of 14.00 feet; thence North 89°33'08" West a distance of 1.49 feet; thence South 00°26'52" West a distance of 14.36 feet; thence South 26°06'02" East a distance of 9.08 feet; thence South 00°26'52" West a distance of 33.94 feet; thence South 27°01'46" West a distance of 8.85 feet; thence South 00°26'52" West a distance of 47.66 feet; thence South 89°33'08" East a distance of 1.50 feet; thence South 00°26'52" West a distance of 14.00 feet; thence North 89°33'08" West a distance of 1.50 feet; thence South 00°26'52" West a distance of 105.75 feet; thence South 89°33'08" East a distance of 1.50 feet; thence South 00°26'52" West a distance of 14.50 feet; thence North 89°33'08" West a distance of 1.50 feet; thence South 00°26'52" West a distance of 28.40 feet; thence South 26°06'02" East a distance of 11.41 feet; thence South 00°26'52" West a distance of 35.60 feet; thence South 17°51'03" West a distance of 17.09 feet; thence South 00°26'52" West a distance of 138.34 feet to the east existing right of way line of said State Road 45 (per FPID No. 427307-1 Section 13010-000); thence along said east existing right of way line North 44°58'41" West a distance of 6.58 feet to the POINT OF BEGINNING.

Containing 3,322 square feet.

Legal Description Approved by:

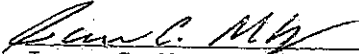

James C. Myers P.S.M. #5922
Date: 07-15-2013
NOT VALID UNLESS EMBOSSED

EXHIBIT "A"