

This Instrument Prepared By/Return to:

Jared R. Gainey, Assistant City Attorney
City Attorney’s Office
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement
Property Appraiser’s Parcel ID No.: 23325-003-06

Rec.

FDOT PARCEL NO. 108.02
SECTION 36210
F.P. NO. 443624-1 452074-1
STATE ROAD 93 (I-75)
COUNTY MARION

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation (“City”), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”).

WHEREAS:

- A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and
- B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and
- C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property (“Property”) described in the attached **Exhibit A**

1.1 The interests of the City being subordinated hereby include the interests created by the following instruments:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/774
Easement	4/25/2000	Meadowbrook Farms, Inc.	City of Ocala	2783/1138

2. The City shall retain all rights under the instruments identified above, provided, however, that the City’s exercise of those rights shall be in accordance with the FDOT’s standards as set forth in the FDOT’s then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City’s Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment¹ to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City’s rights set forth in the above referenced easements.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

¹ “Betterment” is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this ____ day of _____, _____.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:

By: _____

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:

By: _____
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

- ____ Personally known OR
- ____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

IN WITNESS WHEREOF, the City of Ocala, Florida has caused these presents to be executed by its duly authorized officer this ____ day of _____, _____.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

By: Ire J. Bethea, Sr.,
as President, Ocala City Council

Witness 1 Signature

Angel B. Jacobs
Witness 1 Printed Name

Witness 1 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

Witness 2 Signature

William E. Sexton
Witness 2 Printed Name

Witness 2 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

ATTEST:

APPROVED AS TO FORM/LEGALITY

By Angel B. Jacobs, City Clerk

By William E. Sexton, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____ 20_____, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

NOTARY PUBLIC

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EXHIBIT A
LEGAL DESCRIPTION - PROPERTY

Parcel No. 108
FEE SIMPLE

SECTION 36210
FP 443624-1 & 452074-1

That portion of:

LOT 6, BLOCK C, MEADOWBROOK COMMERCE PARK,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 6, PAGE 191 OF THE PUBLIC RECORDS OF MARION
COUNTY, FLORIDA.

Being a portion of the lands described in Official Records Book 6944, Page 140 of the Public Records of Marion County, Florida.

Described as follows:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, SAID POINT BEING A FOUND NAIL AND DISK STAMPED "W.G. MELVIN & ASSOC. RLS 1918" AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36210, FINANCIAL PROJECT NUMBER 443624-1 & 452074-1; THENCE NORTH 89°51'51" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF SOUTHWEST 38TH AVENUE PER SAID RIGHT OF WAY MAP AND THE EAST LINE OF LOT 5, BLOCK C, MEADOWBROOK COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 191 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°24'22" WEST ALONG SAID WEST RIGHT OF WAY LINE AND SAID EAST LINE, A DISTANCE OF 576.29 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK C OF SAID PLAT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°24'22" WEST ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF SAID LOT 6, A DISTANCE OF 81.77 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND SAID EAST LINE, NORTH 89°27'22" WEST, A DISTANCE OF 1232.92 FEET; THENCE NORTH 00°34'04" EAST, A DISTANCE OF 82.49 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°25'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1232.69 FEET TO THE POINT OF BEGINNING.

Containing 2.324 acres, more or less.