

23-LEESBURGUTL-06/03  
April 21, 2010  
This instrument prepared by  
PAT VOLZ  
Under the direction of  
TIM LAUBACH, ATTORNEY  
Florida Department of Transportation  
719 South Woodland Boulevard  
Deland, Florida 32720-6834

PARCEL NO.: 801.4  
SECTION NO. 11200-2504  
STATE ROAD 25  
COUNTY LAKE

### SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "FDOT", and THE CITY OF LEESBURG, FLORIDA, hereinafter called "City".

#### WITNESSETH:

WHEREAS, the City 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 by the City of the interest claimed by it in such lands to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the City's facilities and the FDOT's facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and FDOT agree as follows:

1. The City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of the City's interest in the lands as follows, viz:

PARCEL # 801 A, B, C

SECTION NO. 11200-2504

#### Part A

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.89°26'46"E. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 474.08 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27, SAID POINT BEING A NAIL AND TAB IN PAVEMENT LABELED LB 707; THENCE S.11°00'00" E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27, A DISTANCE OF 732.60 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING RUN N.88°52'57"E., 70.29 FEET TO A POINT ON THE NORTHERLY LINE OF A 40 FOOT STATE ROAD DEPARTMENT OF FLORIDA DRAINAGE EASEMENT, RECORDED IN O.R.B. 3500, PAGE 1020, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S.78°59'00"W. ALONG SAID NORTHERLY LINE OF EASEMENT, 69.24 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE N.11°00'00"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE 12.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 418 SQUARE FEET, MORE OR LESS

**Part B**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.89°26'46"E. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 474.06 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27, SAID POINT BEING A NAIL AND TAB IN PAVEMENT LABELED LB 707; THENCE S.11°00'00" E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 624.18 FEET; THENCE N.84°50'11"E., 301.56 FEET; THENCE S.11°00'00"E., 137.63 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.11°00'00"E., 7.50 FEET TO A POINT ON THE NORTHERLY LINE OF A 40 FOOT WIDE STATE ROAD DEPARTMENT OF FLORIDA DRAINAGE EASEMENT, RECORDED IN O.R.B. 3500, PAGE 1020, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N.85°11'00"W. ALONG SAID NORTHERLY LINE OF EASEMENT 46.40 FEET; THENCE N.83°51'00"W. ALONG SAID NORTHERLY LINE OF EASEMENT, 79.87 FEET; THENCE N.88°52'57"E., 55.07 FEET; THENCE S.84°54'35"E., 69.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 704 SQUARE FEET, MORE OR LESS

**Part C**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.89°26'46"E. ALONG THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 474.06 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27, SAID POINT BEING A NAIL AND TAB IN PAVEMENT LABELED LB 707; THENCE S.11°00'00" E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27, A DISTANCE OF 784.68 FEET TO A POINT ON THE SOUTHERLY LINE OF A 40 FOOT WIDE STATE ROAD DEPARTMENT OF FLORIDA DRAINAGE EASEMENT RECORDED IN O.R.B. 3500, PAGE 1020, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING RUN N.78°59'00"E, 110.99 FEET; THENCE S.83°51'00"E. ALONG SAID SOUTHERLY LINE OF EASEMENT, 139.21 FEET; THENCE S.85°11'00"E. ALONG SAID SOUTHERLY LINE OF EASEMENT, 58.19 FEET; THENCE S.11°00'00"E., 8.16 FEET; THENCE N.84°54'35"W, 82.30 FEET; THENCE S.88°52'57"W., 12.62 FEET; THENCE S.84°45'08"W., 173.23 FEET; THENCE S.78°52'58"W., 36.12 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE N.11°00'00"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE 22.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 5520 SQUARE FEET, MORE OR LESS

THIS LEGAL DESCRIPTION PREPARED UNDER THE DIRECTION OF:  
GEORGE W. FARNER, JR., P.S.&M. No. 4614  
HALL, FARNER & ASSOCIATES, INC. L.B. NO. 707  
2007 BUTLER STREET  
LEESBURG, FLORIDA 34748

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Utility Easement	6/12/07	Joseph J. Swiderski, as Trustee of the Joseph J. Swiderski Family Trust, dated 6/6/2002	City of Leesburg	3450 / 1285

2. The City shall have the following rights, notwithstanding the foregoing subordination of its interests in the above described real property, and the obligations of FDOT as set forth hereafter shall be binding as well on its successors and assigns:
  - a. 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 FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this Agreement is executed. Any new construction or relocation of City facilities within the lands will be subject to prior approval by FDOT, which may not be withheld if the proposed new construction or relocation complies fully with the standards and requirements set forth in the aforementioned Utility Accommodation Manual; provided, however, that this condition shall not limit the FDOT's right to require alteration, adjustment or relocation as stated below. If FDOT fails to approve any new construction or relocation of facilities by the City, or requires the City to alter, adjust, or relocate its facilities located within such 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, and such costs as are allowable under Rule 14-46.001 (4)(b), (5), (6) and (7) of the Florida Administrative code.
  - b. The rights of the City under this Agreement may not be altered in any manner other than by a subsequent written agreement approved and executed on behalf of the City in accordance with the legal requirements in effect at the time of the amendment. In the event of any conflict between this Agreement and any utility permit, or any FDOT rule or regulation adopted or amended subsequent to the effective date of this Agreement, the rights afforded the City under this Agreement shall govern and be paramount.
  - c. The City shall have a reasonable right to enter upon the lands described herein for the purposes described in Paragraph (a) above, including the right to trim 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 FDOT's facilities.
3. The City agrees to repair any damage to FDOT facilities, and to the extent allowed by §768.28(18) and subject to the limitations on recovery set forth in §768.28, Fla. Stat. (2002), to indemnify FDOT against any loss or damage, resulting from the City exercising its rights under this Agreement.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_  
George S. Lovett, Attorney,  
District Director Of  
Transportation Development  
for District Five  
719 S. Woodland Blvd.  
DeLand, Florida 32720

Approved as to Form,  
Legality and Execution:

By: \_\_\_\_\_  
District Counsel

PARCEL NO.: 801.4  
SECTION NO. 11200-2504  
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STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

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

CITY OF LEESBURG, FLORIDA,  
By Its Board of City  
Commissioners

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

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

Its Chairperson  
(or Vice-Chairperson)

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

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

Clerk (or Deputy Clerk)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_