

This instrument prepared by,  
or under the direction of  
By: *Martin J. Gannon*  
Department of Transportation  
11201 N. Malcolm McKinley Drive  
Tampa, Florida 33612

PARCEL : 801.03  
WFI/SEG : 4136222  
S.R. NO.: 690  
COUNTY : PINELLAS  
SECTION : 15036-KXXX  
MANAGING DISTRICT: SEVEN

Legal Description Approved:

Date: 06/21/12 By: FRED W. EDWARDS

UTLPIN

#### SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and PINELLAS County, a political subdivision of the State of Florida, hereinafter called County.

#### W I T N E S S E T H:

WHEREAS, the County 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 County's interest to the FDOT; and

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

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

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

Part "A"

Part of Lots 9 through 12 in PINELLAS GROVES as recorded in Plat Book 1, Page 55 of the Public Records of Pinellas County, Florida, lying in the Southwest quarter of Section 9, Township 30 South, Range 16 East, Pinellas County, Florida, and being part of the property described in Official Record Book 2981, Page 713, Public Records of Pinellas County, Florida, being further described as follows:

Commence at the West quarter corner of said Section 9; thence South 00°01'36" West, 2228.23 feet along the West line of the Southwest quarter of said Section 9; thence

South 31°57'32" East, 257.88 feet; thence South 31°09'23" East, 151.04 feet to the POINT OF BEGINNING; thence South 89°54'18" East, 288.29 feet to a point of curvature of a non-tangent curve; thence along the arc of said curve concave northerly, having a radius of 37238.55 feet, a delta of 00°26'09", an arc distance of 283.34 feet, and having a chord bearing and distance of North 88°26'17" East, 283.33 feet; thence North 88°33'34" East, 369.44 feet to a point of curvature; thence along the arc of said curve concave southeasterly, having a radius of 5750.00 feet, a delta of 02°35'26", an arc distance of 259.97 feet, and having a chord bearing and distance of North 85°32'05" East, 259.95 feet; thence South 02°20'25" East, 5.00 feet; thence North 87°39'35" East, 200.00 feet; thence South 02°21'21" East, 5.00 feet; thence South 87°39'35" West, 217.70 feet to a point of curvature of a non-tangent curve; thence along the arc of said curve concave southeasterly, having a radius of 5740.00 feet, a delta of 04°41'17", an arc distance of 469.66 feet, and having a chord bearing and distance of South 85°18'56" West, 469.53 feet to a point of reverse curvature; thence along the arc of said reverse curve concave northwesterly, having a radius of 3914.00 feet, a delta of 04°37'23", an arc distance of 315.81 feet, and having a chord bearing and distance of South 85°15'59" West, 315.73 feet; thence South 89°06'27" West, 49.87 feet to a point of curvature of a non-tangent curve; thence along the arc of said curve concave northerly, having a radius of 3513.00 feet, a delta of 01°43'47", an arc distance of 118.13 feet, and having a chord bearing and distance of South 89°09'12" West, 118.13 feet; thence North 89°54'19" West, 132.86 feet; thence North 65°38'26" West, 109.33 feet to the POINT OF BEGINNING.

Part "A" contains 0.816 acres, more or less.

AND

Part "B"

Part of a vacated 30 foot wide platted road Right of Way in PINELLAS GROVES as recorded in Plat Book 1, Page 55 of the Public Records of Pinellas County, Florida, lying in the Southeast and Southwest quarters of Section 9, Township 30 South, Range 16 East, Pinellas County, Florida, said vacation being recorded in Official Record Book 11623, Page 2062, Public Records of Pinellas County, Florida, being further described as follows:

Commence at the center of said Section 9; thence South 00°00'43" East, 1370.11 feet along the West line of the Southeast quarter of said Section 9 to the POINT OF BEGINNING; thence South 89°54'46" East, 15.00 feet to a point on the East line of said vacated road Right of Way; thence along said East line of the vacated 30 foot wide road Right of Way South 00°00'42" East, 610.00 feet to the Southwest corner of Lot 8 of said PINELLAS GROVES; thence North 89°53'41" West, 15.00 feet to a point on said West line of the Southeast quarter of said Section 9; thence South 00°00'43" East, 539.58 feet along said West line of the Southeast quarter of Section 9; thence North 88°34'30" West, 15.00 feet to a point on the East line of Lot 14 of said PINELLAS GROVES; thence North 00°00'43" West, 1149.33 feet along the East line of Lots 14 and 15 of said PINELLAS GROVES, also being the West line of said vacated 30 foot wide road Right of Way; thence South 89°54'45" East, 15.00 feet to the POINT OF BEGINNING.

Part "B" contains 0.606 acres, more or less.

Parts "A" and "B" contain 1.422 acres, more or less.

The interest of the County being subordinated hereby includes the interest created by the

following document(s) and any other unrecorded rights of the County in the real property described in such document(s):

INSTRUMENT	DATE	FROM	TO	OR BK/Pg
DRAINAGE EASEMENT	10/31/89	MISERERE GUILD, INC.	PINELLAS COUNTY	7141/676
DRAINAGE EASEMENT	06/21/91	MISERERE GUILD, INC.	PINELLAS COUNTY	7605/2076
EASEMENT	09/18/01	MISERERE GUILD, INC.	PINELLAS COUNTY	11623/2062

2. The County shall continue to have all rights under the County'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. Subject to the provisions of Paragraph 4 herein, the FDOT shall have the right to control the County'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 County 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.

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

c. Notice to the County of any adjustment, upgrading, removal or relocation of the County's facilities will be in accordance with the FDOT's Utility Accommodation Manual. The County shall have the right, but not the obligation, to perform the design functions related to the alteration of the facility and shall be notified sufficiently in advance of the date the design must be completed.

4. In the event the FDOT exercises its rights under paragraph 3 hereof, FDOT shall fully compensate the County for all quantifiable expenses related to the relocation, protection, adjustment, removal of the County's facilities which are incurred by the County, including but not limited to all costs of replacement, adjustment or protection of such facilities, all costs of acquisition for replacement real property comparable in respect to quality of title, usage, and utility which the County held in the property being replaced, if the County's facility has to be relocated and all engineering, surveying, permitting and other ancillary costs for such relocation, protection, adjustment and removal. This does not include compensation for the overhead costs of the County.

5. At the County's option, either (a) the FDOT shall pay directly for the costs of adjustments, removal, or relocation of the County's facilities, including all costs of design, construction and property acquisition (including eminent domain proceedings if necessary), or (b) the County may advance such costs for the costs of adjustments, removal, or relocation of the County's facilities and be reimbursed by FDOT. If the County is to be reimbursed for any expenses, the costs shall be promptly paid in accordance with section

215.422 Florida Statutes, as amended, and the invoices from the County may be submitted to FDOT in phases, at the County's option. In order to assure that any replacement facilities are comparable to their current condition, the design of the facilities, and modifications thereof, shall be subject to the review and approval of the County.

IN WITNESS WHEREOF, the FDOT has executed this agreement effective this 24th day of October, 2016.

Signed, sealed and delivered in the presence of:

Marcia J. Haines  
WITNESS  
PRINT NAME Marcia J Haines

Jacqueline Lawrence  
WITNESS  
PRINT NAME Jacqueline Lawrence

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Debbie Hunt  
Director of Transportation Development for District VII

PRINT NAME DEBBIE HUNT  
ADDRESS: 11201 N. Malcolm McKinley Dr.  
Tampa, Florida 33612

Legal Review

By: Marta M. Hernandez  
District Counsel

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by DEBBIE HUNT, DIRECTOR OF TRANSPORTATION DEVELOPMENT for District VII, who is personally known to me or who has produced identification. RE



Susan Del Negro  
PRINT NAME Susan Del Negro  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: 10-26-19  
Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the County has caused this instrument to be executed in its name by its Board of County Commissioners acting through its County Administrator, the day and year aforesaid.

Signed, sealed and delivered  
in the presence of:

Della Kelly  
WITNESS  
PRINT NAME Della Kelly

Kenn Porter  
WITNESS  
PRINT NAME Kenn Porter

PINELLAS County, Florida,  
Mark S. Woodard  
By: MARK S. WOODARD  
County Administrator

PRINT NAME \_\_\_\_\_ 10/12/16  
ADDRESS 315 Court Street, W. FL.  
Clearwater, FL 33756

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
Chris Whaley  
Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of October, 2016, by MARK S. WOODARD, County Administrator of PINELLAS County, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

Jo Alejandra Lugo  
PRINT NAME Jo Alejandra Lugo  
Notary Public in and for the State of Florida,  
County and State last aforesaid.  
My Commission Expires: 9-6-20  
Serial No., if any: \_\_\_\_\_

