

February 15, 2021

This instrument prepared by,
or under the direction of,
Shad Redmon
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Wilson Dilmore

Parcel	100.3R
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) and CITY OF PENSACOLA, FLORIDA (City) d/b/a PENSACOLA ENERGY.

WITNESSETH:

WHEREAS, the City presently has an interest in land that is necessary for highway purposes and the City has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the City to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary, to prevent conflict with the facilities on the FDOT's project #2224761.

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

- 1. The City subordinates to FDOT, its successors or assigns, its interest in the following described land:

Pond W1

A parcel of land lying southerly of State Road 8 (I-10) and being in Section 23, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a 60d nail (no ID) marking the northeast corner of said Section 23; thence South 03°38'20" West 5,209.32 feet along the east line of said Section 23 to the centerline of survey of State Road 8 (I-10) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); said point being on a non-tangent curve to the right (concave northerly); thence from a tangent bearing of North 73°57'08" West, run northwesterly along said centerline of survey and said curve, having a radius of 5,726.40 feet, for a distance of 42.28 feet, through a central angle of 00°25'23" to end of curve; thence departing said centerline, South 16°28'15" West 150.00 feet to the intersection of the existing southerly Limited Access right of way line of said State Road 8 (I-10) as shown on said right of way map with the southerly line of said Section 23 and POINT OF BEGINNING; thence North 87°05'43" West 1,221.85 feet along said southerly section line; thence departing said southerly section line, North 02°51'09" East 442.85 feet to said existing southerly right of way line and a point of non-tangent curve to the left (concave northerly); thence from a tangent bearing of South 60°49'41" East, run southeasterly along said southerly right of way line and along said curve, having a radius of 5,876.40 feet, for a distance of 1,302.68 feet, through a central angle of 12°42'05" to end of curve and POINT OF BEGINNING;

Containing 5.493 acres, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	4/18/1967	Thomas Eugene Moore, et ux	United Gas Pipe Line Company	DB 337 PG 771

2. The City shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the City shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the City, and all payments and reimbursements by the FDOT to the City, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the City.
3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.
4. The City shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.
5. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

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

Signed, sealed and delivered
in the presence of witnesses:

Krissy Cook

Barbie Pettis

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____
Phillip Gainer, P. E.
Title: District Secretary
for District 3

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any:

IN WITNESS WHEREOF, the City has caused its duly authorized officers to execute this document for it and as its act and deed this _____ day of _____, 2021.

CITY OF PENSACOLA, a Municipal Corporation of the State of Florida

WITNESSES:

Witness

Grover C. Robinson, IV
Mayor

Print Name

Attest:

Witness

Ericka L. Burnett, City Clerk

Print Name

Approved as to substance:

Legal in form and valid as drawn:

Don Suarez, Director of Pensacola Energy

Susan A. Woolf, City Attorney