

ECUA GENERAL RESOLUTION NO. GR20-47

A GENERAL RESOLUTION AUTHORIZING THE RETAINED EASEMENTS ALONG INTERSTATE 10 (STATE ROUTE 8) BETWEEN U.S. HIGHWAY 29 (STATE ROUTE 95) AND INTERSTATE 110 (STATE ROUTE 8A) TO BE NO LONGER USEFUL, NECESSARY, OR PROFITABLE IN THE OPERATION OF THE UTILITY SYSTEMS OF THE EMERALD COAST UTILITIES AUTHORITY; APPROVING AND CONCURRING IN THE FINDINGS OF THE EXECUTIVE DIRECTOR; DECLARING THE EASEMENT TO BE SUBORDINATED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

- WHEREAS, in 1992, the Emerald Coast Utilities Authority (hereinafter "ECUA") obtained easements described in the Official Records (OR) Book 3250 Page 321 – 330 to construct a utility line (20-inch PVC force main) as part of a project known as the Scenic Hills Diversion, Project CS121; and
- WHEREAS, in 2007, the ECUA obtained easements described in OR Book 6122 Page 1608 – 1615 to construct a utility line (42-inch ductile iron force main) as part of the Main Street Wastewater Treatment Plant relocation project; and
- WHEREAS, in 2009, the ECUA obtained an easement described in OR Book 6472 Page 209 – 211 to construct a utility line (42-inch ductile iron force main) as part of the Main Street Wastewater Treatment Plant relocation project; and
- WHEREAS, an agent for the FDOT has requested that the ECUA consider subordinating its rights in the aforementioned easements; and
- WHEREAS, the ECUA presently has an interest and facilities located in the lands that are necessary for highway purposes; and
- WHEREAS, the FDOT is willing to pay to have the ECUA's facilities relocated, if necessary, to prevent conflict with the facilities on the FDOT's Project No. 2224761; and
- WHEREAS, in 2017, the "Selective Utility Work Agreement" between ECUA and FDOT required the ECUA to perform "location work" on the 42-inch force main with the FDOT reimbursing the ECUA for construction engineering and contract construction which totaled \$100,602; and
- WHEREAS, the "location work" was funded by the FDOT to design around and avoid any conflicts with the 42-inch force main and proposed roadway improvements; and

WHEREAS, the requested subordinations of utility interest will place the existing utility lines within FDOT's limited access right-of-way; and

WHEREAS, the ECUA will preserve the remainder of the utility easements, outside the limited access right of way; and

WHEREAS, the ECUA's legal counsel has reviewed the four "Subordination of Utility Interests" and approves as to form.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. The ECUA subordinates to the FDOT, its successors or assigns, its interest in the lands described in the Subordination of Utility Interests documents; and

SECTION 2. The ECUA hereby directs and authorizes the Executive Director to execute the Subordination of Utility Interests.

SECTION 3. This General Resolution shall take effect upon adoption.

Approved as to form:

Adopted on:

ECUA General Counsel

ATTEST:

Amanda Miller, Administrative Assistant

Lois Benson, Board Chairman

Date: October 20, 2020
Account Number:
Amount:
Type of Resolution: General Resolution

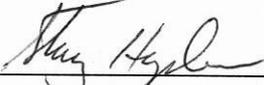
EXPLANATION TO ECUA BOARD

Originating Department: Engineering

PURPOSE: An agent representing the FDOT has requested that the ECUA consider subordinating its rights in portions of the easements in order to construct roadway and drainage improvements associated with FDOT's Project No. 2224761. The FDOT project is to construct a new interchange at Interstate 10 and U.S. Highway 29, as well as adding multiple lanes between U.S. Highway 29 and Interstate 110. The ECUA will preserve the remainder of the utility easement outside the limited access right-of-way.

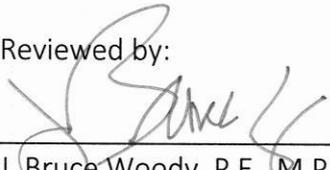
REMARKS: In response to the FDOT's inquiry, ECUA Engineering has reviewed the existing utility easements and has no objections to the requested subordination. The ECUA's legal counsel has reviewed the Subordination of Utility Interests documents and approves as to form. Therefore, the recommendation is to subordinate to the FDOT, its successors or assigns, its interest in the lands described in the Subordination of Utility Interests documents.

Submitted by:



Stacy Hayden, P.E.
Director of Engineering
969-6648

Reviewed by:



J. Bruce Woody, P.E., M.P.A.
Executive Director

Brandon Knight, P.E.
Manager of Utility Coordination
969-6650

Attachment: FDOT Easement Subordination Request
ECUA Drawings of I-10 Area FDOT Subordination Map (West)
ECUA Drawings of I-10 Area FDOT Subordination Map (East)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

KEVIN J. THIBAUT, P.E.
SECRETARY

August 26, 2020

Brandon Knight
EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street
Pensacola, FL 32514

RE: **Financial Proj. ID:** 222476-1
 FAP No.: N/A
 County: Escambia
 Description: S.R. 8 (I-10) at S.R. 95 (U.S. 29) Interchange
 Parcel No(s): 136.2, 144.4, 149.2 & 150.3

Dear Mr. Knight:

In reference to the above project, we request that you execute the original of the attached subordination, parcel numbers 136.2, 144.4, 149.2 & 150.3, the same being subordination of utility easement. Also attached is a sketch showing the subject easement area.

After execution by the Department of Transportation, we will send a fully executed copy to you.

We will need these documents signed, sealed, notarized and returned back to this office by September 22, 2020. If we can be of further assistance, please advise.

Sincerely,

John MacDonald, P.E.
**AREA UTILITY MANAGER FOR THE
FLORIDA DEPT. OF TRANSPORTATION
DISTRICT THREE**

ATKINS - 2114 Airport Blvd., Suite 1450, Pensacola, FL 32504 - (850) 478-9844

cc: Jonathan Harris (FDOT-District Utility Administrator)
 Eric Saggars, P.E. (HNTB-Project Manager)
 File 222476-1

www.fdot.gov

23-UTL.01A-03/11
August 30, 2018

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:
Eddy Rudd

Parcel	136.2
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

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

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

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

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

1. The Utility subordinates to FDOT, its successors or assigns, its interest in the following described land:
 - A. (LIMITED ACCESS RIGHT OF WAY)

A parcel of land being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, lying southerly 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) and lying northeasterly of the CSX Transportation, Inc. railroad right of way as shown on said Right of Way Map, said parcel being described as follows: Commence at a 4 inch by 4 inch concrete monument (illegible), marking Point "C", as shown on plat of Willow Tree Acres, as recorded in Plat Book 18, Page 67 and 67A of the Public Records of Escambia County, Florida; thence North 02°12'55" East 515.10 feet to the centerline of survey of State Road 8 (I-10), as shown on said Right of Way Map; thence North 87°47'05" West 69.01 feet along said survey line; thence departing said centerline of survey, run South 02°12'55" West 150.00 feet to the POINT OF BEGINNING at the intersection of the existing southerly Limited Access right of way line of State Road 8 (I-10), as shown on said Right of Way Map with the southeasterly line of that certain property as described in Official Records Book 5018, Page 1831 said Public Records; thence South 87°47'05" East 127.30 feet along said southerly right of way line to the northwesterly line of Lot 38, Block A, of said Willow Tree Acres; thence South 40°26'30" West 81.47 feet along said northwesterly lot line; thence departing said lot line, run North 87°47'05" West 127.30 feet to said southeasterly property line, per Official Records Book 5018, Page 1831; thence North 40°26'30" East 81.47 feet along said northwesterly property line to POINT OF BEGINNING;

Containing 8,144 square feet, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO:

B. (RIGHT OF WAY)

A parcel of land being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, lying southerly 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) and lying northeasterly of the CSX Transportation, Inc. railroad right of way as shown on said Right of Way Map, said parcel being described as follows: Commence at a 4 inch by 4 inch concrete monument (illegible), marking Point "C", as shown on plat of Willow Tree Acres, as recorded in Plat Book 18, Page 67 and 67A of the Public Records of Escambia County, Florida; thence North 02°12'55" East 515.10 feet to the centerline of survey of State Road 8 (I-10), as shown on said Right of Way Map; thence North 87°47'05" West 69.01 feet along said survey line; thence departing said centerline of survey, run South 02°12'55" West 150.00 feet to the intersection of the existing southerly Limited Access right of way line of said State Road 8 (I-10) with the southeasterly line of that certain property as described in Official Records Book 5018, Page 1831 said Public Records; thence South 40°26'30" West 254.75 feet along said southeasterly property line to the northeasterly railroad right of way line of CSX Transportation, Inc. as shown on said Right of Way Map and POINT OF BEGINNING; thence North 40°26'30" East 40.26 feet along said southeasterly property line; thence departing said property line, run South 18°39'54" East 116.53 feet to the northwesterly line of Private Common Area "G" of said Willow Tree Acres; thence South 40°26'30" West 30.65 feet along said northwesterly line of Private Common Area "G", to said northeasterly railroad right of way line; thence North 22°53'21" West 111.91 feet along said railroad right of way line to POINT OF BEGINNING;

Containing 3,545 square feet, more or less.

The interest of the Utility 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	6-16-09	Davis Real Estate Investments, Inc.	ECUA	OR 6472 Pg 209

2. The Utility 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 Utility 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 Utility, and all payments and reimbursements by the FDOT to the Utility, 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 Utility.
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 Utility 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. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

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:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Krissy Cook

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

Barbie Pettis

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 Utility has caused these presents to be executed in its name,
and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day
and year first above written.

ATTEST: _____
Its _____ Secretary

Emerald Coast Utilities Authority

Signed, sealed and delivered in
the presence of: (Two witnesses
or Corporate Seal required by
Florida Law)

By: _____
Its _____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence
or online notarization, this ____ day of _____, 20__, by _____, as _____
of _____, a _____ Corporation, on behalf of the Corporation, 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: _____

23-UTL.01A-03/11
August 30, 2018

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	144.4
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

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

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

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

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

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

(LIMITED ACCESS RIGHT OF WAY)

A parcel of land lying northerly of State Road 8 (I-10) and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a nail (no ID) marking the southeast corner of said Section 21; thence North 08°41'13" East 2,726.53 feet along the easterly line of said Section 21 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); thence North 87°47'05" West 2,788.67 feet along said centerline of survey; thence departing said centerline of survey, North 02°12'55" East 150.00 feet to an intersection of the southeasterly line of that certain property as described in Official Records Book 3888, Page 634 of the Public Records of Escambia County, Florida with the existing northerly Limited Access right of way line of said State Road 8 (I-10) as shown on said Right of Way Map and POINT OF BEGINNING; thence North 39°57'14" East 101.16 feet along said southeasterly property line; thence departing said southeasterly property line, South 87°47'05" East 440.35 feet to the westerly line of that certain property as described in Official Records Book 5975, Page 643 of said Public Records; thence South 02°27'04" West 80.00 feet along said westerly property line to said existing northerly right of way line of State Road 8 (I-10); thence North 87°47'05" West 501.94 feet along said right of way line to POINT OF BEGINNING;

Containing 0.865 acres, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

The interest of the Utility 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	4-9-2007	R Tronics, Inc.	Emerald Coast Utilities Authority	OR 6122/1608
Easement	4-9-2007	R Tronics, Inc.	Emerald Coast Utilities Authority	OR 6122/1612

2. The Utility 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 Utility 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 Utility, and all payments and reimbursements by the FDOT to the Utility, 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 Utility.
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 Utility 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. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Krissy Cook
Barbie Pettis

By: Phillip Galner, 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 Galner, 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 Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____
Its _____ Secretary

Emerald Coast Utilities Authority

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

By: _____
Its _____

(Corporate Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ___ day of _____, 20___, by _____, as _____ of _____, a _____ Corporation, on behalf of the Corporation, 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: _____

23-UTL.01A-03/11
August 30, 2018

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	149.2
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

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

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

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

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

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

(LIMITED ACCESS RIGHT OF WAY)

A portion of Lot 40, Block C, Carlisle Unit No. 2, as per plat recorded in Plat Book 9, Page 85 of the Public Records of Escambia County, Florida lying northerly of State Road 8 (I-10) and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a nail (no ID) marking the southeast corner of said Section 21; thence North 08°41'13" East 2,726.53 feet along the easterly line of said Section 21 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); thence North 87°47'05" West 102.76 feet along said centerline of survey; thence departing said centerline, North 02°12'55" East 167.61 feet to the easterly line of said Lot 40 and POINT OF BEGINNING; thence departing said easterly lot line, South 62°06'39" West 35.11 feet to the existing northerly Limited Access right of way line of said State Road 8 (I-10) as shown on said Right of Way Map and southerly line of said Lot 40; thence South 87°47'05" East 28.86 feet along the southerly line of said Lot 40 and said northerly right of way line to the easterly line of said Lot 40; thence North 07°07'31" East 17.67 feet along said easterly line of Lot 40 to POINT OF BEGINNING;

Containing 254 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

The interest of the Utility 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	8-20-1992	Carol Fay R. Medeiros, et vir	Escambia County Utilities Authority	OR 3250/326

2. The Utility 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 Utility 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 Utility, and all payments and reimbursements by the FDOT to the Utility, 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 Utility.
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 Utility 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. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

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 Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Emerald Coast Utilities Authority

Its _____ Secretary

By: _____

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

Its _____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20 __, by _____, as _____ of _____, a _____ Corporation, on behalf of the Corporation, 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: _____

23-UTL.01A-03/11
August 30, 2018

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	150.3
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

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

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

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

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

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

(LIMITED ACCESS RIGHT OF WAY)

A portion of Lot 41, Block C, Carlisle Unit No. 2, as per plat recorded in Plat Book 9, Page 85 of the Public Records of Escambia County, Florida lying northerly of State Road 8 (I-10) and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a nail (no ID) marking the southeast corner of said Section 21; thence North 08°41'13" East 2,726.53 feet along the easterly line of said Section 21 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); thence North 87°47'05" West 102.76 feet along said centerline of survey; thence departing said centerline, North 02°12'55" East 167.61 feet to the westerly line of said Lot 41 and POINT OF BEGINNING; thence departing said westerly lot line, North 62°06'39" East 4.77 feet; thence South 87°45'09" East 87.21 feet to the easterly line of said Lot 41, thence South 08°43'35" West 20.08 feet along said easterly lot line to the existing northerly Limited Access right of way line of said State Road 8 (I-10) as shown on said Right of Way Map and the southerly line of said Lot 41; thence North 87°47'05" West 90.57 feet along said southerly line of Lot 41 and said northerly right of way line to the westerly line of said Lot 41; thence North 07°07'31" East 17.67 feet along said westerly line of Lot 41 to POINT OF BEGINNING;

Containing 1,810 square feet, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

The interest of the Utility 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	8-20-1992	Robert J. Hays, et ux	Escambia County Utilities Authority	OR 3250/321

2. The Utility 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 Utility 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 Utility, and all payments and reimbursements by the FDOT to the Utility, 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 Utility.
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 Utility 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. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

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 Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Emerald Coast Utilities Authority

Its _____ Secretary

By: _____

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

Its _____

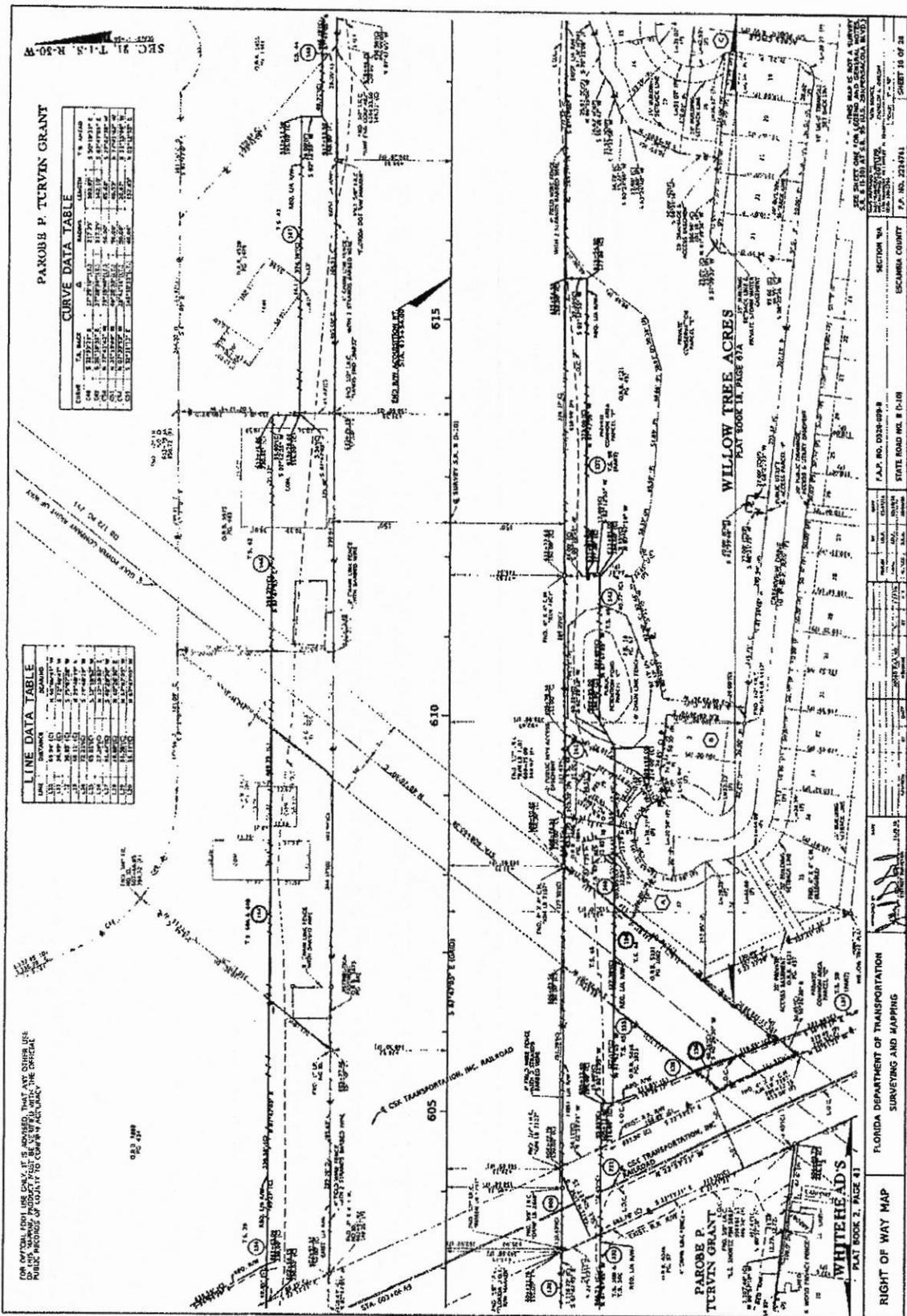
(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20 __, by _____, as _____ of _____, a _____ Corporation, on behalf of the Corporation, 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: _____



SEC. 31, T. 15 N., R. 30 W.

PAROBRE P. TURVIN GRANT

CURVE DATA TABLE

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
2	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
3	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
4	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
5	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
6	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
7	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
8	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
9	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
10	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
11	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
12	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
13	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
14	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
15	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
16	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
17	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
18	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
19	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
20	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°

LINE DATA TABLE

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
2	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
3	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
4	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
5	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
6	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
7	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
8	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
9	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
10	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
11	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
12	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
13	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
14	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
15	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
16	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
17	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
18	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
19	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°
20	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	100.00	180°

FOR OFFICIAL USE ONLY. IT IS ADVISED THAT ANY OTHER USES, PUBLIC PURPOSES OR LOCALITY TO OBTAIN A FULL MAP, THE ORIGINAL.

010 APP

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

SECTION WA
ESCAMBAR COUNTY

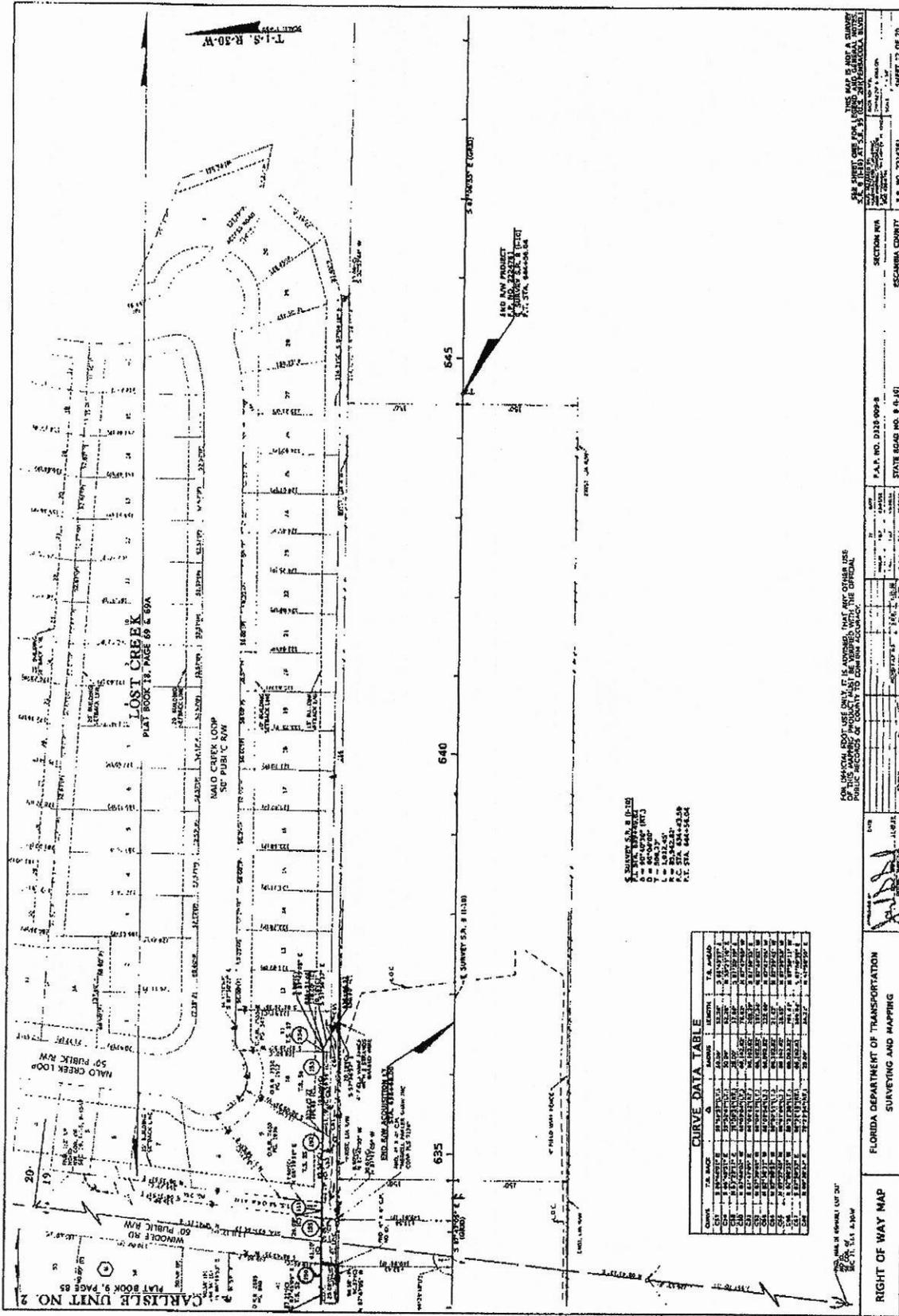
F.A.P. NO. 10328-008-B
SITE ROAD NO. 1-D-108

PLAT BOOK 2, PAGE 41

SEE PLAT BOOK 1 FOR LOTTING AND CENTER LINE SURVEY OF S.E. 1/4 OF T. 15 N., R. 30 W.

SHEET 18 OF 28

Emerald Coast Utilities Authority

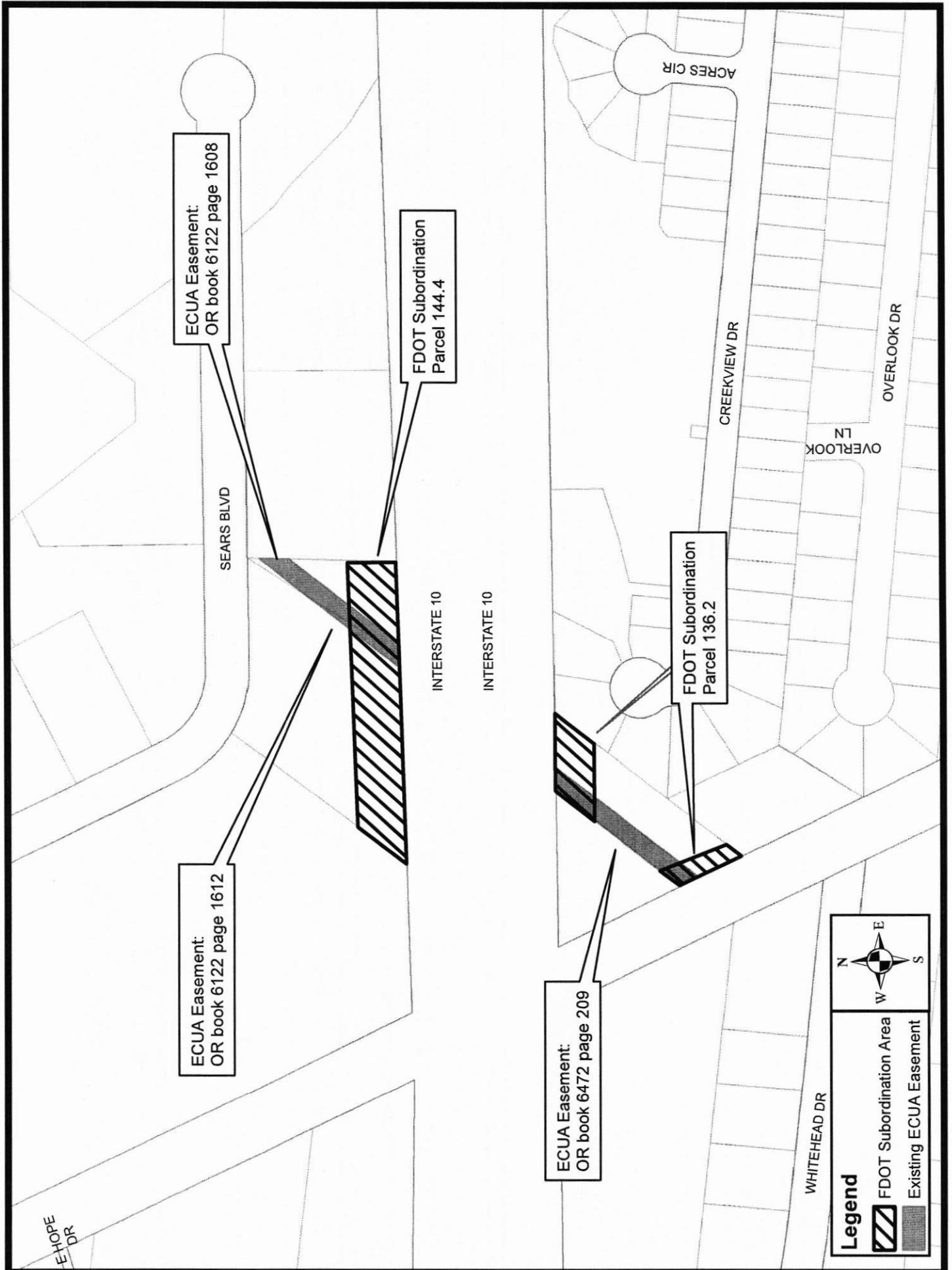


S = SURVEYOR'S
 A = ASSISTANT
 T = TITLES
 V = VENDOR
 R = RECORDS
 P.C. STA. 684+43.28
 P.T. STA. 684+56.64

CURVE	STA. RANGE	CHORD	BEARING	LENGTH	T.A. ANGLE
1	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
2	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
3	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
4	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
5	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
6	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
7	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
8	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
9	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
10	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
11	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
12	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
13	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
14	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
15	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
16	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
17	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
18	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
19	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
20	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
21	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
22	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
23	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
24	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
25	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
26	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
27	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
28	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
29	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
30	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
31	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
32	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
33	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
34	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
35	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
36	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
37	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
38	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
39	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
40	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
41	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
42	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
43	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
44	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
45	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
46	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
47	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
48	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
49	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
50	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
51	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
52	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
53	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
54	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
55	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
56	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
57	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
58	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
59	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
60	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
61	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
62	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
63	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
64	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
65	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
66	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
67	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
68	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
69	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
70	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
71	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
72	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
73	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
74	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
75	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
76	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
77	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
78	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
79	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
80	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
81	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
82	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
83	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
84	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
85	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
86	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
87	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
88	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
89	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
90	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
91	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
92	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
93	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
94	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
95	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
96	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
97	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
98	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
99	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00
100	635+00.00 - 635+00.00	0.00	0.00	0.00	0.00

THIS MAP IS ONLY A SURVEY
 AND DOES NOT CONSTITUTE A GUARANTEE
 OF ACCURACY OR A WARRANTY OF ANY KIND.
 THE USER ASSUMES ALL LIABILITY FOR
 ANY AND ALL DAMAGES, INCLUDING
 REASONABLE ATTORNEY'S FEES, ARISING
 FROM THE USE OF THIS MAP.
 SECTION 94
 ESCAMBIA COUNTY
 STATE ROAD NO. 94-101
 P.A.P. NO. D128-90-8
 SHEET 2 OF 20

I-10 Area FDOT Subordination



I-10 Area FDOT Subordination

