

03-BSD.05-07/18

This instrument prepared under the direction of:

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District Four Assistant General Counsel

Legal Description prepared by:

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Document prepared by:

Cochise Wadley (05/21/2021)

Florida Department of Transportation

Right of Way Production Services

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309

Parcel No.

107.1R(5-21-2021)

Item/Segment No.

4369631

Section:

93220-2482

Managing District:

04

S.R. No.

9 (I-95)

County:

Palm Beach

**CITY DEED, RESERVATION OF UTILITY EASEMENT  
&  
SUBORDINATION OF CITY UTILITY INTERESTS AGREEMENT**

THIS CITY DEED, RESERVATION OF UTILITY EASEMENT AND SUBORDINATION OF CITY UTILITY INTEREST AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, whose address is: 7 North Dixie Highway, Lake Worth Beach, Florida 33460, Grantor, hereinafter referred to as CITY, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, Grantee, hereinafter referred to as FDOT: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Palm Beach County, Florida, viz:

Parcel No. 107

Item/Segment No. 4369631

A portion of Tract 14, SAWYER'S SUBDIVISION OF WEST HALF, SEC. 28, TP. 44, R.43; according to the plat thereof, as recorded in Plat Book 5, Page 12, of the Public Records of Palm Beach County, Florida, lying in Section 28, Township 44 South, Range 43 East, as shown on Sheet 4 of the Florida Department of Transportation Right of Way Map of State Road 9 (I-95), Item/Segment No. 4369631, Section 93220-2482 and being more particularly described as follows:

Commence at a brass disk in concrete stamped "Palm Beach County", found marking the West (W.) Quarter Corner of said Section 28; thence South 01°23'21" West along the West line of the Southwest One-Quarter (SW 1/4) of said Section 28, a distance of 172.11 feet to the Baseline of Survey of 6th Avenue South; thence South 88°37'58" East along the said Baseline of Survey, a distance of 970.86 feet; thence North 01°22'02" East along a line at a right angle to the last described course, a distance of 62.32 feet to the Northerly Existing Right of Way line of 6th Avenue South and the POINT OF BEGINNING; thence North 89°40'44" West along said Northerly Existing Right of Way line of 6th Avenue South, a distance of 20.00 feet to the East line of Lot 1, LAKE OSBORNE SHORES, according to the plat thereof, as recorded in Plat Book 23, Page 35, of Public Records of Palm Beach County, Florida; thence North 01°22'47" East

along said East line of Lot 1, a distance of 25.87 feet to the New Limited Access Right of Way line of said State Road 9 (I-95); thence South 86°33'10" East along said New Limited Access Right of Way line, a distance of 20.01 feet to a line 20 feet east and parallel with the East line of said Lot 1; thence South 01°22'47" West along said parallel line, a distance of 24.78 feet to the POINT OF BEGINNING.

Containing 506 square feet, more or less.

Together with all rights of access, ingress, egress, light, air and view. TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

FURTHERMORE, the Grantor hereby retains unto itself, its successors and assigns, a perpetual and exclusive utility easement in, over, under, upon and through the above described property; together with the right to enter upon said property and construct and maintain a public utility thereon with all such ingress and egress and other incidences necessary or convenient in connection therewith, the above described land lying and being in Palm Beach County, Florida.

AND 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 of the interest claimed in such lands by the CITY 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 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:

CITY subordinates to the interest of FDOT, its successors and assigns, any and all of its interest in the lands described above and more particularly described in the sketch attached hereto as Exhibit "A".

PROVIDED that the CITY has the following rights:

1. The CITY shall have 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 the FDOT'S or assignee's current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time this Agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the CITY or require the CITY to alter, adjust, or relocate its facilities located within said 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.
2. Notwithstanding any provisions set forth herein, the terms of the FDOT utility permits shall supersede any contrary provisions herein, with the exception of the provision herein for FDOT or assigns to pay the costs set forth in Paragraph 1 above.

3. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. The rights and obligations of FDOT shall transfer with the transfer of this Agreement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

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

DEBORAH M. ANDREA, CMC  
City Clerk

**CITY OF LAKE WORTH BEACH,**  
**a Florida municipal corporation**  
By Its Board of City Commissioners

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

**BETTY RESCH**  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

(Official Seal)

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **BETTY RESCH**, Mayor on behalf of the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed or stamped name of Notary Public

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: (Two witnesses required by Florida Law)

**STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION**

\_\_\_\_\_  
Witness Signature:

BY: \_\_\_\_\_  
Name: **GERRY O'REILLY, P.E.**  
District Four Secretary

\_\_\_\_\_  
Print Witness Name:

Attorney approved as to form:

\_\_\_\_\_  
Witness Signature:

\_\_\_\_\_  
Name: DAWN RADUANO

\_\_\_\_\_  
Print Witness Name:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or  
\_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **GERRY O'REILLY,**  
**P.E.**, District Four Secretary, who is personally known by me or who has produced \_\_\_\_\_ as  
identification.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed or stamped name of Notary Public

My Commission Expires: \_\_\_\_\_

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