

UTL05- 09/01  
 July 27, 2010  
 This instrument prepared by  
 LYNN W. BLAIS  
 Under the direction of  
 FREDERICK W. LOOSE, ATTORNEY  
 Department of Transportation  
 719 South Woodland Boulevard  
 DeLand, Florida 32720

PARCEL NO. 131.3  
 SECTION 11010  
 F.P. NO. 238394 3  
 STATE ROAD 500 (US 441)  
 COUNTY: LAKE

**RESOLUTION**

ON MOTION of Commissioner \_\_\_\_\_, seconded by  
 Commissioner \_\_\_\_\_, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road 500, Section No. 11010, F.P. No. 238394 3, in Lake County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Leesburg, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed the Mayor and City Clerk on behalf of this City Commission, with reference to the following easement:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/11/09	Shore Acres Estates, Inc.	The City of Leesburg, Florida	3777/2475

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida 32720- 6834.

**THIS RESOLUTION** shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**THE CITY OF LEESBURG**

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

ATTEST:

\_\_\_\_\_  
 City Clerk

23-LEESBURGUTL-06/03

July 27, 2010

This instrument prepared by  
LYNN W. BLAIS

Under the direction of  
FREDRICK W. LOOSE, ATTORNEY  
Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720

PARCEL NO. 131.3  
SECTION 11010  
F.P. NO. 238394 3  
STATE ROAD 500 (US 441)  
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 NO. 131**

**SECTION 11010  
F.P. NO. 238394 3**

**PART A:**

That part of:

"S 237.6 FT OF GOV LOT 7 LYING W OF RR SPUR"

Being those certain lands as described in Official Records Book 3408, Page 295 of the Public Records of Lake County, Florida

Being described as follows:

Commence at a 6"x 6" concrete monument with no identification marking the Southwest corner of Section 24, Township 19 South, Range 24 East, Lake County, Florida; thence South 89°03'53" East along the South line of said Section 24, a distance of 1329.67 feet to the Southwest corner of Government Lot 7 of said Section 24; thence departing said South line, run North 00°53'56" East along the West line of said Government Lot 7, a distance of 53.47 feet to a point on the existing Northeasterly right of way line of State Road 500 (U.S. Highway No. 441) as shown on the Florida Department of Transportation right of way map, Section 11010, Financial Project No. 238394 3 and the POINT OF BEGINNING; thence continue North 00°53'56" East along said West line, a

PARCEL NO. 131.3  
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distance of 8.88 feet; thence departing said West line, run South 88°15'23" East, a distance of 14.51 feet; thence South 80°14'56" East, a distance of 6.98 feet; thence North 06°09'47" East, a distance of 11.82 feet; thence South 83°50'13" East, a distance of 15.00 feet; thence South 06°09'47" West, a distance of 12.76 feet; thence South 80°14'56" East, a distance of 28.08 feet; thence South 83°40'57" East, a distance of 120.33 feet; thence North 06°19'03" East, a distance of 16.00 feet; thence South 83°40'57" East, a distance of 27.68 feet; thence South 06°19'03" West, a distance of 16.00 feet; thence South 83°40'57" East, a distance of 298.90 feet; thence South 44°25'44" West, a distance of 17.30 feet to a point on the South line of aforesaid Government Lot 7; said line also being the North line of Avalon Park per the plat as recorded in Plat Book 9, Page 14 of the Public Records of Lake County, Florida; thence North 89°03'53" West along said lines, a distance of 196.06 feet to a point on aforesaid Northeasterly right of way line of State Road 500 (U.S. Highway No. 441); thence departing said lines, run North 83°40'57" West along said right of way line, a distance of 46.22 feet; thence North 06°19'03" East along said right of way line, a distance of 25.00 feet; thence North 83°40'57" West along said right of way line, a distance of 258.45 feet to the POINT OF BEGINNING.

Containing 8551 square feet, more or less.

AND

**PART B:**

That part of:

"PARCEL "2":

THAT PART OF GOVERNMENT LOT 7 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 7 AND RUN WESTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 7 A DISTANCE OF 229.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE WESTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 7 TO A POINT ON THE EASTERLY LINE OF OLD FLORIDA SOUTHERN RAILROAD; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE EASTERLY LINE OF OLD FLORIDA SOUTHERN RAILROAD TO A POINT THAT IS 252.60 FEET NORTH OF WHEN MEASURED AT RIGHT ANGLES THERETO THE SOUTH LINE OF SAID GOVERNMENT LOT 7; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 7 TO A POINT THAT IS 200 FEET WEST OF WHEN MEASURED AT RIGHT ANGLES THERETO THE EAST LINE OF SAID GOVERNMENT LOT 7 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 7 TO A POINT THAT IS 104.00 FEET SOUTH OF WHEN MEASURED AT RIGHT ANGLES THERETO THE NORTH LINE OF SAID GOVERNMENT LOT 7; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 7 A DISTANCE OF 29.65 FEET; THENCE NORTH 104.00 FEET TO THE POINT OF BEGINNING."

Being those certain lands as described in Official Records Book 1819, Page 1206 of the Public Records of Lake County, Florida

Being described as follows:

Commence at a 6"x 6" concrete monument with no identification marking the Southwest corner of Section 24, Township 19 South, Range 24 East, Lake County, Florida; thence South 89°03'53" East along the South line of said Section 24, a distance of 1630.61 feet to a point on the existing

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 PAGE 3

Northeasterly right of way line of State Road 500 (U.S. Highway No. 441) as shown on the Florida Department of Transportation right of way map, Section 11010, Financial Project No. 238394 3; thence departing said South line, run South 83°40'57" East along said right of way line, a distance of 201.11 feet to a point on the existing Easterly right of way line of the A.C.L. Spur per the boundary survey by Hall, Farner & Associates, Inc., dated August 21, 1992 and per monumentation as shown on aforesaid right of way map; thence departing said Northeasterly right of way line, run North 44°25'44" East, a along said Easterly right of way line, a distance of 111.69 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 850.00 feet, a chord distance of 234.07 feet and a chord bearing of North 36°30'54" East; thence Northeasterly along said right of way line and the arc of said curve, through a central angle of 15°49'41", a distance of 234.81 feet to a point on the North line of the South 252.60 feet of Government Lot 7, per monumentation as shown on aforesaid right of way map; thence departing said Easterly right of way line, run South 89°08'05" East along said North line, a distance of 86.51 feet to the POINT OF BEGINNING; thence departing said North line, run North 01°24'41" East, a distance of 96.55 feet; thence North 89°59'52" East, a distance of 327.55 feet; thence South 00°50'05" West, a distance of 101.50 feet to a point on aforesaid North line of the South 252.60 feet; thence North 89°08'05" West along said North line, a distance of 328.49 feet to the POINT OF BEGINNING.

Containing 0.746 acres, more or less.

This legal description prepared under the direction of:  
 William D. Donley, P.S.M.  
 Florida Registration No. 5381  
 Bowyer-Singleton & Associates, Inc.  
 110 West Indiana Ave., Suite 102  
 DeLand, Florida 32720

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/11/09	Shore Acres Estates, Inc.	The City of Leesburg, Florida	3777/2475

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.

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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

**Legal Review:**

By: \_\_\_\_\_  
**Office of General Counsel**

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: \_\_\_\_\_

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PAGE 5

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: \_\_\_\_\_

R

THIS INSTRUMENT PREPARED BY & RETURN TO:  
Fred A. Morrison  
McLin & Burnsed, P.A.  
Post Office Box 491357  
Leesburg, Florida 34749-1357

CFN 2009059746  
Bk 03777 Pgs 2475 - 2478 (4pgs)  
DATE: 06/04/2009 09:50:54 AM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 35.50  
DEED DOC 0.70

**Utility Easement**

RESERVED FOR RECORDING

THIS EASEMENT given the 11<sup>th</sup> day of May, 2009, by SHORE ACRES ESTATES, INC., whose address is 1511 Forrest Avenue, Nashville, TN 37206, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

**WITNESSETH:**

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

**AS DESCRIBED ON EXHIBIT "A" ATTACHED**

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not damage, or interfere substantially, with Grantor's use of its adjoining property.

Grantor reserves the right to pave over the area of the Easement and utilize it for driveway and parking to the extent permitted by applicable setbacks and land development regulations now in effect or as later enacted or amended, and if in the course of utilizing the Easement the Grantee damages any such pavement it shall repair the damage and restore the pavement and any associated improvements, such as but not limited to landscaping, parking blocks, and striping, at the Grantee's expense.

In addition, Grantee covenants that in evaluating the proposed use and development of the parent tract across which this Easement passes, building and other applicable setbacks shall be measured from the actual property line and not from the interior boundary of the Easement itself.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named

above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: SHORE ACRES ESTATES, INC.

Jane Ann Carlson  
Jane Ann Carlson  
(Type or print name of Witness)

BY: Byron E. Herlong III  
BYRON E. HERLONG, III, President

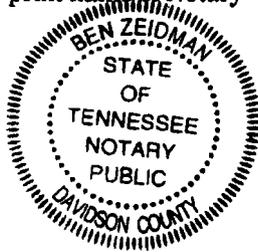
Bradley King  
Bradley King  
(Type or print name of witness)

Tennessee  
STATE OF ~~FLORIDA~~  
COUNTY OF Davidson

BEFORE ME, the undersigned Notary Public, personally appeared Byron E. Herlong, III as President of Shore Acres Estates, Inc., who acknowledged before me that he executed this instrument on the 11 day of May, 2009, and who was either  personally known to me, or who  produced TN DL as identification.

Ben Zeidman  
NOTARY PUBLIC  
Ben Zeidman  
Type or print name of Notary

\_\_\_\_\_  
Commission Number  
\_\_\_\_\_  
Commission expiration date



MY COMMISSION EXPIRES:  
May 22, 2010

**EXHIBIT "A"**

**37' UTILITY EASEMENT: A. S. HERLONG LTD.**

**DESCRIPTION:**

**THAT PART OF THE SOUTH 237.8 FEET OF GOVERNMENT LOT 7 IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, LYING WEST OF THE ABANDONED ATLANTIC COAST LINE RAILWAY SPUR TRACT IN THE CITY OF LEEBSBURG, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE SOUTH 37.00 FEET, PERPENDICULAR DISTANCE, OF GOVERNMENT LOT 7, LYING NORTHERLY OF AND CONTIGUOUS WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 AS DESCRIBED ON PAGE 5, OF SECTION 11010-2502 OF THE STATE ROAD DEPARTMENT RIGHT OF WAY MAP, ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 183, PAGE 487 AND 488, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,**

**LESS:**

**ANY PORTION OF LAND LYING WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS PRELIMINARILY SHOWN ON RIGHT OF WAY MAP 11010, F. P. I. D. 298394 3 DATED 01/07/08.**

**THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF LEEBSBURG, LAKE COUNTY, FLORIDA AND CONTAINS 13,283.300 SQUARE FEET OR 0.306 ACRE, MORE OR LESS.**

**GENERAL NOTES:**

- 1: THIS IS NOT A BOUNDARY SURVEY.**
- 2: THIS SKETCH IS TO SHOW A GRAPHICAL REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.**
- 3: THIS SKETCH WAS PREPARED FOR THE CITY OF LEEBSBURG AND A. S. HERLONG LTD, ISACA. USE OF THIS SKETCH BY ANY OTHER PARTIES IS STRICTLY FORBIDDEN.**
- 4: USE OF THIS SKETCH FOR ANY OTHER PURPOSE THEN THAT STATED IN NOTE (2) IS THE SOLE RESPONSIBILITY OF THE USER. THE CITY OF LEEBSBURG ASSUMES NO LIABILITY FOR THE MISUSE OF THIS INFORMATION.**
- 5: ALL INFORMATION OUTSIDE THE LABELED LIMITS OF THIS SITE IS FOR GENERAL REFERENCE PURPOSES ONLY. ASSUMPTION OF CORRECTNESS OUTSIDE OF SAID SITE BOUNDARY BECOMES THE LIABILITY OF THE USER.**
- 6: THIS SKETCH WAS PREPARED BY THE CITY OF LEEBSBURG, PUBLIC WORKS DEPARTMENT, SURVEY DIVISION, UNDER THE DIRECTION OF DAREL CRAME, DEPUTY DIRECTOR ENVIRONMENTAL SERVICES, FOR THE CITY OF LEEBSBURG.**

Revisions: 3-08-09 DDF  
Changed easement width from 40' to 37'.  
Added proposed DOT RW.  
Changed description of easement.

SECTION: 24-19-04

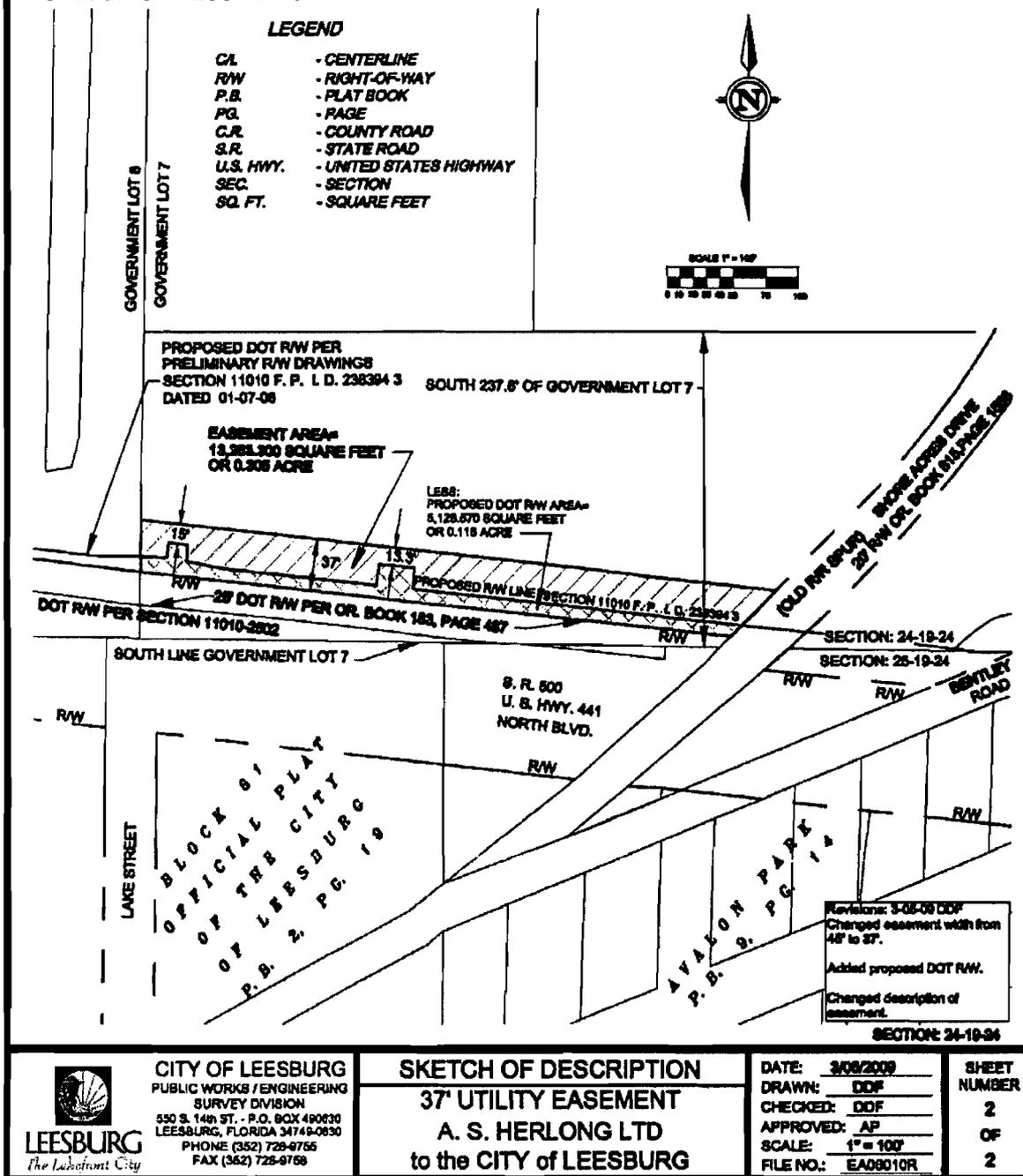
 <p><b>CITY OF LEEBSBURG</b> PUBLIC WORKS / ENGINEERING SURVEY DIVISION 540 S. 14th ST. - P.O. BOX 490630 LEEBSBURG, FLORIDA 34749-0630 PHONE (352) 728-6734 FAX (352) 728-6758</p>	<b>SKETCH OF DESCRIPTION</b> <b>37' UTILITY EASEMENT</b> <b>A. S. HERLONG LTD</b> <b>to the CITY of LEEBSBURG</b>	DATE: <u>3/08/2009</u> DRAWN: <u>DDF</u> CHECKED: <u>DDF</u> APPROVED: <u>AP</u> SCALE: <u>N/A</u> FILE NO.: <u>EA00010R</u>	SHEET NUMBER <b>1</b> OF <b>2</b>

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is equivalent to the quality  
of the original document.

EXHIBIT "A"

37' UTILITY EASEMENT: A. S. HERLONG LTD

SKETCH OF DESCRIPTION:



**CITY OF LEESBURG**  
 PUBLIC WORKS / ENGINEERING  
 SURVEY DIVISION  
 550 S. 14th ST. - P.O. BOX 490630  
 LEESBURG, FLORIDA 34749-0630  
 PHONE (352) 726-6755  
 FAX (352) 726-6756

**SKETCH OF DESCRIPTION**  
**37' UTILITY EASEMENT**  
**A. S. HERLONG LTD**  
**to the CITY of LEESBURG**

DATE: 3/09/2009  
 DRAWN: DDF  
 CHECKED: DDF  
 APPROVED: AP  
 SCALE: 1" = 100'  
 FILE NO.: EA09010R

SHEET  
 NUMBER  
 2  
 OF  
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