

PROJECT: #60006
Grade Separated Overpass

SUBORDINATION OF EASEMENT AND
AGREEMENT FOR FACILITY RELOCATION

THIS SUBORDINATION OF EASEMENT AND AGREEMENT FOR FACILITY RELOCATION, is entered into this _____ day of _____, 200____ by **CITY OF NAPLES**, a Municipal Corporation of the State of Florida, its successors and assigns, whose mailing address is 735 8th Street South, Naples, FL 34192 (hereinafter referred to as "City") and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose mailing address is 3301 East Tamiami Trail, Naples, Florida 34112 (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, City is the owner and holder of that certain easement by and between Harold S. Lynton, Norman A. Herren and Lloyd G. Hendry, individually and as Trustees, joined by their respective wives, Edith F. Lynton, Jane B. Herren and Jody T. Hendry, and the City of Naples recorded on December 14, 1977 in O.R. Book 724, Page 953, et seq., of the Public Records of Collier County, Florida, encumbering the premises legally described therein (hereinafter referred to as "Easement"); and

WHEREAS, County has requested from the fee owner of the Encumbered Property the conveyance of the fee interest in a portion of the Encumbered Property legally described in Exhibit "A", attached hereto and incorporated herein by virtue of this reference (which premises are hereinafter referred to as "Right-of-Way"); and

WHEREAS, County has requested that City subordinate its Easement to the interest that County has in the Right-of-Way, to which request City has agreed; and

WHEREAS, County, in recognition of City's pre-existing interest in the Right-of-Way, is willing to pay for any future relocation of City's water line and any facilities associated therewith, and any future facilities from or within the entire width of the Right-of-Way should County, in its sole discretion, deem such relocation to be necessary as a result of present or future uses of the Right-of-Way by County or its assigns including, but not limited to, the cost of acquiring replacement easement(s) on behalf of City; and

WHEREAS, City shall have the right to enter upon the lands described in Exhibit "A" for the purposes of constructing, operating, repairing, expanding, improving and/or otherwise maintaining its water line and any associated facilities; and any future facilities; and

WHEREAS, City agrees to repair any damage to County facilities resulting from City's sole negligence while exercising its rights to construct, operate, repair, expand, improve and/or otherwise maintain its facilities within the Right-of Way.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

- 1) All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below, and all Exhibits referenced herein are made a part of this Agreement.
- 2) City does hereby subordinate to County its Easement within the Right-of-Way. Except as subordinated within County's Right-of-Way, said Easement shall remain in full force and effect.
- 3) County shall pay for the relocation of City's water line any facilities associated therewith and any future facilities from the Right-of-Way should County, in its sole discretion, deem such relocation to be necessary. The costs of said relocation shall include, but not be limited to, the costs of acquiring replacement easements on behalf of the City.
- 4) As long as City's facilities are located within the Right-of-Way, City shall have the right to enter upon the lands for purposes of constructing, operating, repairing, expanding, improving and/or otherwise maintaining its water line any associated facilities, and any future facilities.
- 5) As long as City's facilities are located within the Right-of-Way, City shall pay for any and all damage to County facilities caused by the City's sole negligence while exercising its rights to construct, operate, repair, expand, improve, and/or otherwise maintain its facilities within the Right-of-Way.
- 6) As long as City's facilities are located within the Right-of-Way, County shall pay for any damage to the City's water line, any associated facilities, and any future facilities, which results from the construction, operation, repair, expansion, improvement, and/or other maintenance of the County facilities.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the date and year first above written.

AS TO COUNTY:

DATED:_____

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

By:_____
Fred W. Coyle, Chairman

Approved as to form
and legal sufficiency:

Ellen T. Chadwell
Assistant County Attorney

AS TO CITY:

DATED:_____

ATTEST:

CITY OF NAPLES

Tara A. Norman, City Clerk

By:_____
Bill Barnett, Mayor

Approved as to form
And legal sufficiency:

Robert D. Pritt, City Attorney