

PROJECT: Golden Gate Blvd. (Proj. No. 60040)
PARCEL: 369FEE
FOLIO: 40629000001

SUBORDINATION OF EASEMENT INTEREST
AND AGREEMENT FOR FACILITY RELOCATION

THIS SUBORDINATION OF EASEMENT INTEREST is given this _____ day of _____, 2010 by **CITY OF NAPLES**, a Municipal Corporation of the State of Florida, its successors and/or assigns, whose mailing address is 735 8th Street South, Naples, Florida 34192 (hereinafter referred to as "City"), in favor of **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and/or assigns, whose mailing address is 3301 Tamiami Trail East, 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 Deed of Easement by and between Robert A. Bojanowski and Barbara Bojanowski, husband and wife, and City, recorded on December 23, 1987 in Official Records Book 1317, Page 318, of the Public Records of Collier County, Florida (hereinafter referred to as "Encumbrance"), encumbering the premises legally described therein (hereinafter referred to as the "Encumbered Property"); and

WHEREAS, County has requested and received from the fee simple owner of the Encumbered Property a Road Right-of-Way, Drainage and Utility Easement over, under, on and across that portion of the Encumbered Property legally described in Exhibit "A", attached hereto and incorporated herein by virtue of this reference (hereinafter referred to as the "Easement"); and

WHEREAS, County has requested that City consent to and subordinate its Encumbrance to the interest that Collier County has in the Encumbered Property, to which request City has agreed; and

WHEREAS, County, in recognition of City's pre-existing interest in the Easement, 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 area of the Easement, including, but not limited to, the cost of acquiring replacement easements on behalf of City should County, in its sole discretion, deem such relocation to be necessary as a result of present or future uses of the Easement by County or its successors and/or assigns; 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's facilities resulting from City's sole negligence while exercising its rights to construct, operate, repair, expand, improve and/or otherwise maintain its facilities with the Easement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed 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 are made a part of this Agreement;
2. City does hereby subordinate to County its Encumbrance within the Easement. Except as subordinated within County's Easement, said Encumbrance 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 Easement 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 Easement, City shall have the right to enter upon the Encumbered Property for the purposes of constructing, operating, repairing, expanding, improving and/or otherwise maintaining its water line and associated facilities, and any future facilities.
5. As long as City's facilities are located within the Easement, City shall pay for any and all damage to County's facilities caused by City's negligence while exercising its rights to construct, operate, repair, expand, improve and/or otherwise maintain its facilities within the Easement.
6. As long as City's facilities are located within the Easement, County shall pay for any damage to 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 County's facilities.

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

AS TO COLLIER COUNTY:

DATED: _____

ATTEST:
DWIGHT E. BROCK, Clerk

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: _____
FRED W. COYLE, Chairman

AS TO CITY OF NAPLES:

DATED: _____

ATTEST:

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

Tara A. Norman, City Clerk

BY: _____
Bill Barnett, Mayor

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Subordination of Easement Interest and Agreement for Facility Relocation was acknowledged before me this _____ day of _____, 2010, by _____ (Name), as Mayor of the CITY OF NAPLES, a Municipal Corporation of the State of Florida, who is personally known to me or who has produced _____ as identification.

(affix notarial seal)

(Signature of Notary Public)

(Print Name of Notary Public)

Serial / Commission # (if any): _____

My Commission Expires: _____

Approved as to form and
Legal sufficiency:

Approved as to form and
legal sufficiency:

Robert D. Pritt,
City Attorney

Assistant County Attorney

