

**RESOLUTION NO. 22-193**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING SUBORDINATION OF CITY UTILITY INTERESTS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) proposes to construct or improve State Road 30 (US 98/PCB Pkwy.), Financial Project 2178384, in Bay County, Florida (the "Project"); and

**WHEREAS**, it is necessary that certain easement rights now owned by the City be subordinated to the rights of FDOT in furtherance of that Project; and

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

**WHEREAS**, FDOT has made application to the City to execute and deliver to FDOT the **attached** subordination of utility interest, or interests, in favor of FDOT, and said request having been duly considered.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Panama City Beach, 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 subordinations of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Panama City Beach, Florida, should be drawn and executed by the appropriate officers of the City. Consideration shall be \$1.00.

**AND BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 28<sup>th</sup> day of July, 2022.

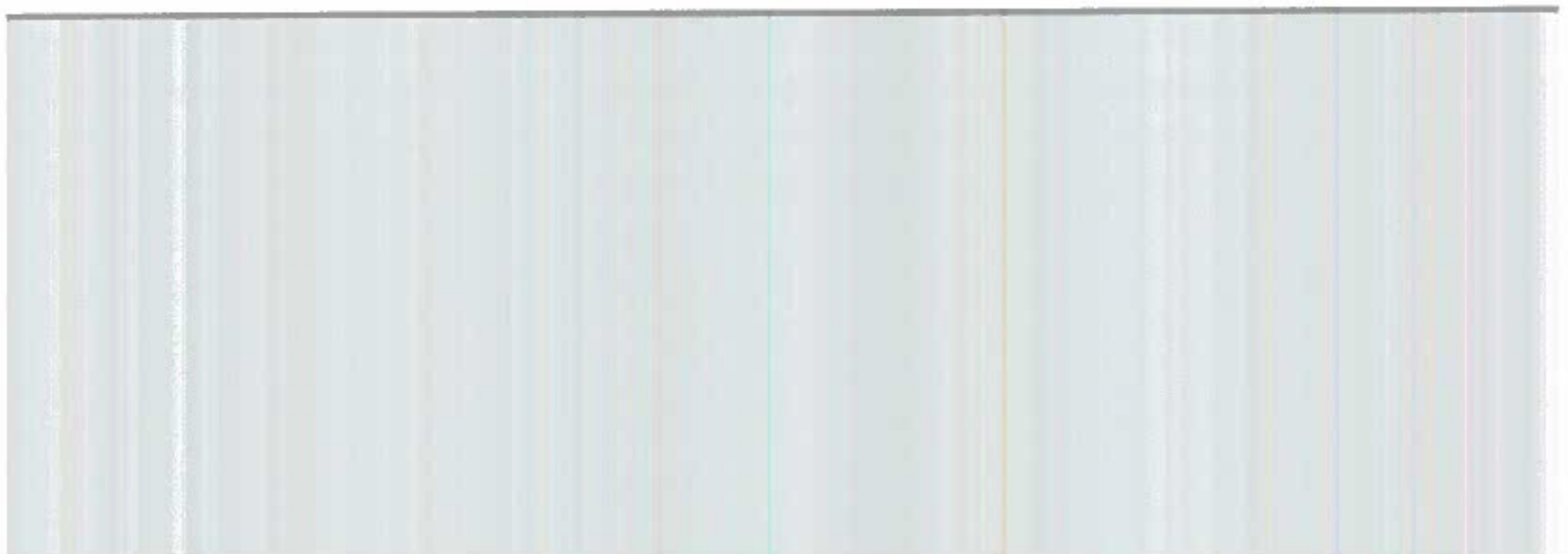
**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

RESOLUTION NO. 22-193



**PLACEHOLDER  
FOR  
REQUESTED  
SUBORDINATION DOCUMENT**

**STATE OF FLORIDA  
CITY OF PANAMA CITY BEACH**

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Panama City Beach, Florida, at a meeting held on the 28<sup>th</sup> day of July, 2022.

Lynne Fasone  
Lynne Fasone, City Clerk



**Florida Department of Transportation**

**RON DESANTIS**  
GOVERNOR

1074 Highway 90  
Chipley, Florida 32428

**KEVIN J. THIBAUT, P.E.**  
SECRETARY

November 29, 2021

Mr. Mark Shaeffer, PE  
City of Panama City Beach  
116 S. Arnold Road  
Panama City Beach, FL 32413

RE:   **Financial Proj. ID:**           217838-4  
      **FAP No.:**                    Funded  
      **County:**                    Bay  
      **Description:**               SR 30A (US 98/ Panama City Beach Parkway) from east of  
  Nautilus Street to east of Richard Jackson Boulevard –  
  Add Lanes & Reconstruct  
      **Parcel No(s):**               105.6 and 106.4

Dear Mr. Shaeffer:

In reference to the above project, we request that you execute the original and one copy of the enclosed subordination, parcel number 105.6 and 106.4, the same being subordination of utility easement. Also enclosed 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 December 29, 2021. If we can be of further assistance, please advise.

Respectfully,

Matt King  
DISTRICT THREE DESIGN OFFICE  
UTILITY PROJECT MANAGER

cc:   Jonathan Harris (FDOT-District Utility Administrator)  
      Dean Mitchell, P.E. (HNTB-Project Manager)

23-UTL.04-03/03

November 18, 2021

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:  
Jim Melcher

Parcel	105.6
Item/Segment No.	2178384
Managing District	3
S.R. No.	30A (US 98)
County	Bay

### SUBORDINATION OF CITY 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 PANAMA CITY BEACH, FLORIDA (City).

### WITNESSETH:

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

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

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #2178384.

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

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

That part of:

"A parcel of land in Section 26, Township 3 South, Range 16 West, Bay County, Florida, being more particularly described as follows:

COMMENCING at the intersection of the Southeast Right-of-Way line of Alf Coleman Road (150 feet wide) and the Northeast Right-of Way line of Panama City Beach Parkway (a.k.a. U.S. Highway #98)(200 feet wide); thence S 52°13'07" E, along said Northeast Right-of Way line, 900.66 feet to the intersection of said Northeast Right-of-Way line and the East line of that certain Gulf Power Company Easement recorded in Official Records Book 153, Page 567, of the Public Records of Bay County, Florida and the POINT OF BEGINNING: Thence N 00°28'15"E, along the East line of said Gulf Power Company Easement, 340.47 feet to the Southwest Right-of-Way line of Market Street West (60 foot wide private access road); Thence S 52°17'24" E, along said Southwest Right-of-Way line, 209.45 feet to the Northwest line of that certain parcel recorded in Official Records Book 3375, Page 2035, of the Public Records of Bay County, Florida, Thence S 37°48'23" W, along said Northwest line, 271.06 feet to the Northeast Right-of-Way line of said Panama City Beach Parkway; Thence N 52°13'07" W, along said Northwest Right-of-Way line, 2.96 feet to the East line of said Gulf Power Company Easement and the Point of Beginning.

Said parcel also described as follows: Commence at the intersection of the Southeast right of way line of Alf Coleman Road (150 foot Right of Way) and the Northeast Right-of Way line of

Panama City Beach Parkway (U.S. Highway No. 98 -200 foot Right of Way); thence South 52 degrees 13 minutes 34 seconds East along said Northeast Right of Way line, 900.71 feet to the East line of a 100 Foot Wide Gulf Power Company right of way as recorded in Deed Book 153, Page 567, of the Public Records of Bay County, Florida and the POINT OF BEGINNING: Thence North 00 degrees 26'28 seconds East, along the East right of way line for 339.78 feet to the Southwest right of way line of Market Street (60 foot Private Right of Way); Thence South 52 degrees 18 minutes 02 seconds East, along said Southwest right of way line for 212.26 feet to the Northwest line of that parcel described in Official Records Book 3375, Page 2035, of the Public Records of Bay County, Florida, Thence South 37 degrees 47 minutes 45 seconds West along said Northwest line for 270.44 feet to the Northeast right of way line of said Panama City Beach Parkway; Thence North 52 degrees 13 minutes 34 seconds West, along said Northwest right of way line for 6.10 feet to the Point of Beginning.”;

lying within the following described boundaries: Commence at a found mag nail & disk stamped “LB 3293” marking the southeast corner of the Northeast ¼ of said Section 26, Township 3 South, Range 16 West, Bay County, Florida; thence North 89°34'18” West 1556.53 feet along the southerly line of said Northeast ¼ to the centerline of survey of State Road 30A, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No 2178384 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 52°14'09” West 209.21 feet along said survey line; thence departing said survey line, run North 37°45'51” East 132.00 feet to the existing northerly right of way line of said State Road 30A; thence North 52°14'09” West 107.04 feet along said existing northerly right of way line to the POINT OF BEGINNING; thence continue North 52°14'09” West 240.00 feet along said existing northerly right of way line; thence departing said existing northerly right of way line, run North 37°45'51” East 6.00 feet; thence South 52°14'09” East 80.00 feet; thence North 37°45'51” East 11.00 feet; thence South 52°14'09” East 50.00 feet; thence South 37°45'51” West 11.00 feet; thence South 52°14'09” East 110.00 feet; thence South 37°45'51” West 6.00 feet to the existing northerly right of way line of said State Road 30A and the POINT OF BEGINNING;

Containing 50 square feet, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

**RECORDED:**

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Corrective Utility Easement	8/27/07	The St. Joe Company	City of Panama City Beach	OR 2972 PG 2261

2. The City 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 City 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 City, and all payments and reimbursements by the FDOT to the City, 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 City.
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 City 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. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

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 2022, 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 City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: Lynne Fasone, City Clerk

City of Panama City Beach, Florida.

By: Mark Sheldon, Mayor

STATE OF FLORIDA

COUNTY OF Bay

By: Drew Whitman, City Manager

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20th day of July, 2022, by Mark Sheldon, Mayor and Drew Whitman, City Manager who are personally known to me or who has produced as identification.



Lynne Fasone Notary Public State of Florida Comm# HH096235 Expires 2/22/2025

Notary Public in and for the County and State last aforesaid. My Commission Expires: 02/22/25 Serial No., if any: HH096235



23-UTL.04-03/03

November 18, 2021

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:  
Jim Melcher

Parcel	106.4
Item/Segment No.	2178384
Managing District	3
S.R. No.	30A (US 98)
County	Bay

### SUBORDINATION OF CITY 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 PANAMA CITY BEACH, FLORIDA (City).

### WITNESSETH:

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

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

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #2178384.

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

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

That part of:

"A parcel of land in Section 26, Township 3 South, Range 16 West, Bay County, Florida, lying Northerly of U.S. Highway 98 – State Road 30-A (Panama City Beach Parkway / 200 foot wide public Right-of-Way), and Easterly of the Gulf Power Right-of-Way described in Official Records Book 153, Page 568, of the Public Records of Bay County, Florida, said parcel being more particularly described as follows:

COMMENCING at the Intersection of the Southeast Right-of-Way line of Alf Coleman Road and the Northeast Right-of-Way line, 903.62 feet to the POINT OF BEGINNING:

Thence continue S 52°13'07" E, along said Northeast Right-of-Way line, 160.58 feet to a ½" iron rod found at the Southwest corner of that certain parcel described in Official Records Book 3324, Page 1119, of the Public Records of Bay County, Florida;

Thence N 37°48'23" E, along the West line of said parcel, 271.26 feet to a 5/8" iron rod with cap #LB7546 set at the Northwest corner of said parcel and the Southwest line of Market Street West (60 foot wide private access road); Thence N 52°17'24" W, 160.58 feet to a 5/8" iron rod with cap #LB7546 set; Thence S 37°48'23" W, 271.06 feet to a 5/8" iron rod with cap # LB7546 set on the North east Right-of-Way line of said Panama City Beach Parkway and the Point of

Beginning, containing 1.00 acres, more or less.

Together with such access easements rights created pursuant to the Restrictive Covenants and Easement Agreement for Highland Commons – Phase 2 as recorded in ORB 2546, Page 1533 of the Public Records of Bay County, Florida.”;

lying within the following described boundaries: Commence at a found mag nail & disk stamped “LB 3293” marking the southeast corner of the Northeast ¼ of said Section 26, Township 3 South, Range 16 West, Bay County, Florida; thence North 89°34’18” West 556.53 feet along the southerly line of said Northeast ¼ to the centerline of survey of State Road 30A, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No 2178384 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 52°14’09” West 209.21 feet along said survey line; thence departing said survey line, run North 37°45’51” East 132.00 feet to the existing northerly right of way line of said State Road 30A; thence North 52°14’09” West 107.04 feet along said existing northerly right of way line to the POINT OF BEGINNING; thence continue North 52°14’09” West 240.00 feet along said existing northerly right of way line; thence departing said existing northerly right of way line, run North 37°45’51” East 6.00 feet; thence South 52°14’09” East 80.00 feet; thence North 37°45’51” East 11.00 feet; thence South 52°14’09” East 50.00 feet; thence South 37°45’51” West 11.00 feet; thence South 52°14’09” East 110.00 feet; thence South 37°45’51” West 6.00 feet to the existing northerly right of way line of said State Road 30A and the POINT OF BEGINNING;

Containing 321 square feet, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

**RECORDED:**

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Corrective Utility Easement	8/27/07	The St. Joe Company	City of Panama City Beach	OR 2972 PG 2261

2. The City 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 City 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 City, and all payments and reimbursements by the FDOT to the City, 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 City.
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 City 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. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

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 City has caused these presents to be executed in its name by its Board of City Commissioners acting by the ~~Chairperson or Vice-Chairperson~~ <sup>Mayor</sup> of said Board, the day and year aforesaid.

ATTEST: Lynne Fasone  
Lynne Fasone, City Clerk

City of  
Panama City Beach, Florida,

By: Mark Sheldon  
Mark Sheldon, Mayor

STATE OF FLORIDA

COUNTY OF Bay

By: Drew Whitman  
Drew Whitman, City Manager

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 28<sup>th</sup> day of July, 2022, by Mark Sheldon, Mayor and Drew Whitman, City Manager who are personally known to me or who has produced \_\_\_\_\_ as identification.

Lynne Fasone



Lynne Fasone  
Notary Public  
State of Florida  
Comm# HH096235  
Expires 2/22/2025

Notary Public in and for the County and State last aforesaid.  
My Commission Expires: 02/22/25  
Serial No., if any: HH096235

CITY OF PANAMA CITY BEACH

**CURVE DATA**

CURVE	T.B. BACK	$\Delta$	RADIUS	LENGTH	T.B. AHEAD
C10(C)	N 09°35'03" E	15°13'20"(LT)	83.41'	22.11'	N 05°38'19" E
C10(D)	N 15°11'16" E	15°11'16"	83.41'	22.11'	N 05°38'19" E
C11(C)	N 38°19'00" W	13°57'22"(LT)	208.00'	50.87'	N 52°18'30" W
C11(D)	N 33°57'25" W	13°57'25"	208.00'	50.87'	N 52°18'30" W
C12(C)	N 55°18'57" W	16°57'51"(RT)	72.00'	21.32'	N 38°19'07" W
C12(D)	N 55°48'02" W	16°48'02"	72.00'	21.32'	N 38°19'07" W

