

AMENDMENT TO RELOCATION AGREEMENT

(SECO Relocation – SW 80th Avenue Project)

This Amendment ("Amendment") is made and entered into by and between SUMTER ELECTRIC COOPERATIVE, INC. d/b/a SECO Energy, a Florida not-for-profit corporation ("SECO"), and MARION COUNTY, a political subdivision of the State of Florida ("County"), collectively referred to as the "Parties."

This Amendment shall be effective as of the date of the last signature below.

RECITALS

WHEREAS, the Parties entered into a Relocation Agreement effective March 5, 2024 (the "Agreement"), regarding the relocation of SECO infrastructure in conflict with the County's SW 80th Avenue widening project (the "Project");

WHEREAS, Section 3(C) of the Agreement required the County to record a Perpetual Utility Easement on a parcel described in Section 2 of the Agreement prior to commencement of work;

WHEREAS, the County was unable to secure the required easement due to unreasonable demands from the property owner, making the easement acquisition infeasible; and

WHEREAS, the Parties have agreed that SECO's facilities will instead be placed within public right-of-way, including but not limited to Marion County and FDOT right-of-way; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the recitals above (which are true and correct and are incorporated herein by this reference), the Parties agree to amend the Relocation Agreement as follows:

1. Amendment to Section 2 – Location

Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2. Location. The current location of the Utilities is set forth on Exhibit 'A' hereto. The Utilities shall be relocated to a portion of the public right-of-way adjacent to the Project, as more fully set forth on Exhibit 'B-1,' attached hereto and incorporated herein by reference. Exhibit 'B' to the original Agreement is hereby deleted in its entirety and replaced with Exhibit 'B-1'.

2. Amendment to Section 3 – Easements

Section 3 of the Agreement, including subsections A., B. and C., are hereby deleted in the entirety and replaced with the following:

A. Release of Blanket Easement. SECO previously was provided a Blanket Easement, as recorded in Official Records Book 229, Page 624, for purposes of ingress and egress, to maintain and utilize for electric transmission and/or distribution lines, and all associated appurtenances. To facilitate the Relocation, SECO shall release only that portion of the Blanket Easement which encumbers the property acquired by the County for right-of-way purposes in connection with the Project. Exhibit 'C' to the Agreement is hereby deleted in its entirety and replaced with Exhibit 'C-1', attached hereto, which reflects SECO's release of only that portion of the Blanket Easement encumbering the County's acquired right-of-way for the Project.

B. Perpetual Utility Easement. The Parties acknowledge that the County has been unable to secure the previously contemplated Perpetual Utility Easement. In lieu thereof, SECO shall relocate its facilities within public right-of-way as provided in this Amendment. Exhibit D to the original Agreement is hereby deleted in its entirety. For any future relocation requiring a perpetual easement, the County shall secure and grant such easement to SECO using SECO's then-current standard form of perpetual utility easement.

C. Easement Requirements. County shall no longer be required to record the Perpetual Utility Easement previously contemplated in Exhibit 'D'. In lieu thereof, SECO shall place its facilities within public right-of-way as shown in Exhibit 'B-1'. No additional recording shall be required for SECO's use of the public right-of-way. County shall grant SECO a perpetual, non-exclusive license to occupy the right-of-way in a manner consistent with this Amendment..

If the County requires SECO to relocate its facilities in the future, the County shall be responsible for all costs of such relocation, including labor, materials, design, permitting and governmental approval fees, restoration, and incidental costs. The County shall also ensure that SECO is provided with a suitable and comparable location for such relocation at no cost to SECO, including securing and granting to SECO any necessary easement(s), if required. SECO prefers placement within private easements when feasible; however, if suitable private property cannot be secured, the County shall provide adequate and suitable space within public right-of-way. In either case, SECO shall not be responsible for payment of any permitting or governmental approval fees for this relocation or any future relocation required by the County. Any proposed location for a relocation required by the County shall

be subject to SECO's prior review and approval to confirm technical feasibility and suitability.

3. Addition of New Section 14 - Redesign Costs

A new Section 14 is hereby added to the Relocation Agreement as follows:

14. Redesign Costs. County shall reimburse SECO for reasonable documented costs incurred as a direct result of redesigning the utility relocation plans to accommodate the revised location within the public right-of-way. These costs shall be invoiced separately and paid by the County in accordance with Section 8 of the Agreement, except that such invoices may be issued at any time following incurrence of redesign costs and shall not be dependent upon the issuance of a Notice under Section 7. The redesign costs addressed in this Section 14 are in addition to, and not included within, the Estimate and Deposit referenced in Sections 4 and 5 of the Agreement.

4. Addition of New Section 15 - Trail and Sidewalk Protection

A new section is hereby added to the Relocation Agreement as follows:

15. Trail and Sidewalk Damage. SECO shall not be responsible for any damage to shared-use trails or sidewalks caused by routine maintenance, replacement, repair, or other activities directly related to SECO's facilities as relocated under this Relocation Agreement, provided SECO exercises reasonable care during such activities. County shall be responsible for any necessary restoration of trail or sidewalk infrastructure unless the damage is caused by SECO's gross negligence or willful misconduct.

5. Addition of New Section 16 – Permitting Fees

A new Section 16 is hereby added to the Relocation Agreement as follows:

16. Permitting Fees. SECO shall not be responsible for payment of any permitting or governmental approval fees required by the County, FDOT, or any other governmental authority in connection with the installation, maintenance, repair, replacement, or relocation of its facilities within the public right-of-way as contemplated under this Agreement or any future relocation required by the County. All such permitting or approval fees shall be the sole responsibility of the County.

6. Effect of Amendment

Except as modified herein, all terms and conditions of the Relocation Agreement shall remain in full force and effect.

[This space intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Witnesses:

**SUMTER ELECTRIC COOPERATIVE,
INC., a Florida not-for-profit corporation,
d/b/a SECO Energy**

Printed Name: _____

CURTIS WYNN, CHIEF EXECUTIVE
OFFICER

Printed Name: _____

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by [] physical appearance or [] online notarization by Curtis Wynn, as Chief Executive Officer of Sumter Electric Cooperative, Inc., d/b/a SECO Energy, on behalf of the corporation for the purposes expressed within, who is personally known to me and who did not take an oath.

Notary Public – State of Florida

Print Name: _____ (SEAL)

My Commission Expires: _____

MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

Carl Zalak, III, Chairman
Board of County Commissioners

Date: _____

Attest:

GREGORY C. HARRELL
CLERK OF COURT

Date: _____

Approve as to form and legal sufficiency:


MATTHEW GUY MINTER
COUNTY ATTORNEY