

This Document Prepared by and Returned to:

Office of the County Engineer
ROW Acquisition
412 SE 25th Avenue
Ocala, FL 34471

RELOCATION AGREEMENT

THIS Agreement (the "Agreement") is between **SUMTER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation, d/b/a SECO Energy, ("SECO")**, whose mailing address is PO Box 301, Sumterville, Florida 33585 and **MARION COUNTY, a political subdivision of the State of Florida, ("County")**, whose mailing address is 601 SE 25th Avenue, Ocala, Florida, 34471, and is effective as of the date of the last signature below.

RECITALS

WHEREAS, SECO, an electric utility, currently has electrical transmission and distribution lines ("Utilities") located adjacent to SW 80th Avenue in Marion County, Florida;

WHEREAS, County is currently planning improvements to and the widening of SW 80th Avenue as part of its SR 40 and 80th Avenue Intersection project (the "Project") that will conflict with the Utilities as presently located;

WHEREAS, the Utilities must be relocated to facilitate the Project and SECO has agreed to relocate the Utilities at County's expense; and,

WHEREAS, SECO has agreed to relocate the Utilities at County's expense so as to permit the Project's progress (the "Relocation"),

NOW THEREFORE, in consideration of these recitals and the mutual promises in this Agreement, the sufficiency of which are acknowledge, SECO and County agree as follows:

1. **Recitals.**

The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all Exhibits referenced in this Agreement and attached hereto are also incorporated into the terms of this Agreement, for all purposes.

2. **Location.**

The current location of the Utilities is set forth on Exhibit "A" hereto. The Utilities shall be moved by SECO to a portion of Parcel ID #21084-000-00, more fully set forth on Exhibit "B" hereto.

3. **Easements.**

A. SECO had previously been 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 transmissions and/or distribution

lines, and all associated appurtenances. To facilitate the Relocation, SECO shall release all of that property and for this purpose has provided County with a Release of Blanket Easement, a form of which is attached hereto as Exhibit "C".

B. SECO shall be granted a Perpetual Utility Easement for the Relocation property. A form of that easement is attached hereto as Exhibit "D".

C. County shall, at its own expense, cause the recording of the fully executed Release of Blanket Easement and Perpetual Utility Easement, whose forms are Exhibit "C" and Exhibit "D" hereto, in the public records of Marion County, Florida. No work contemplated by this Agreement shall commence until said documents are recorded.

4. **Estimate.**

SECO has prepared a cost estimate in the amount of Eight Hundred Five Thousand and Forty-Nine Dollars and 33/100 (\$805,049.33) representing the costs of the Relocation. A copy of the estimate is attached hereto as Exhibit "E" (the "Estimate").

5. **Deposit.**

Based on Exhibit "E", County agrees to pay fifty percent (50%) of the Estimate up front, that is the sum of Four Hundred Two Thousand Five Hundred Twenty-Four Dollars and 67/100 (\$402,524.67) (the "Deposit"). The Deposit shall be paid within thirty (30) days of execution of this Agreement.

6. **Commencement.**

Within ninety (90) days following receipt of the Deposit, SECO shall commence, or cause others to commence, the Relocation.

7. **Notice.**

Upon notification by SECO that the Relocation is complete, County shall inspect same. Upon inspection, if the Relocation is found unacceptable for whatever reason, with the mutual understanding that time is of the essence, the parties shall work diligently to resolve the issues. Upon a finding that the Relocation is acceptable to County, it shall provide SECO written notice of same (the "Notice").

8. **Remaining Balance.**

Within ninety (90) day of the Notice, SECO shall provide County with a detailed invoice of the actual cost of the Relocation. County agrees to pay the remaining balance of the actual cost of the Relocation within thirty (30) days of receipt of the invoice.

9. **Assignment.**
Neither party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a party or an assignee of a party to this Agreement.
10. **Governing Law.**
Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Florida.
11. **Waiver.**
No waiver by either party of any one or more defaults by the other party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.
12. **Indemnification.**
Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure SECO for SECO's negligence.
13. **Entire Agreement.**
This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both parties of this Agreement.

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

IN WITNESS WHEREOF, the parties have set in their hand and seal as of the day and year first above written.

Signed and sealed in our presence as witnesses:

Tracy de Lemos
Print Name: Tracy de Lemos
Karen Oxendine
Print Name: Karen Oxendine

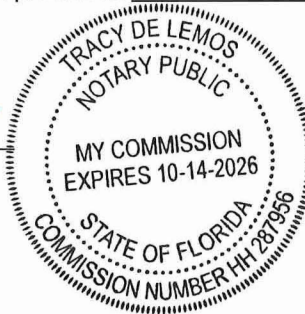
SUMTER ELECTRIC COOPERATIVE,
INC., a Florida not for profit corporation,
d/b/a SECO Energy

By: [Signature]
CURTIS WYNN, CEO
Date: March 21, 2024

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing RELOCATION AGREEMENT was acknowledged before me this 21 day of March, 2024, by CURTIS WYNN, as CEO of Sumter Electric Cooperative Inc., on behalf of corporation, who is known to me personally or who has produced _____ as identification and who (did) (did not) take an oath.

My commission expires: 10/14/26
My commission number is: _____



Tracy de Lemos
Notary Public signature
Tracy de Lemos
Typed or printed name

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

[Signature]
By: MICHELLE STONE, CHAIR

ATTEST:

Date: March 5, 2024

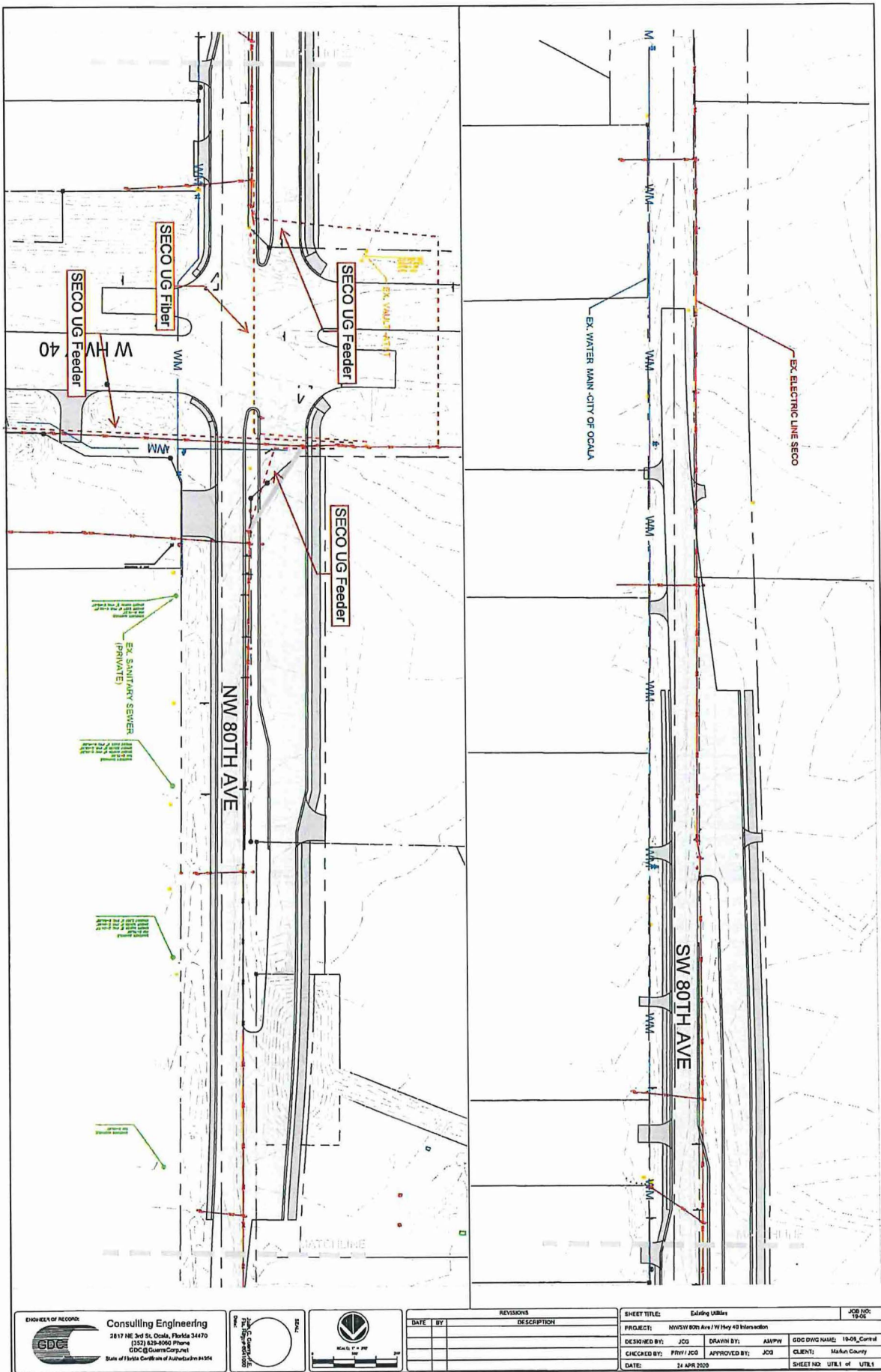
[Signature]
GREGORY C. HARRELL
CLERK OF COURT

Date: 03/05/2024

Approve as to form and legal sufficiency:

[Signature]
for MATTHEW G. MINTER
COUNTY ATTORNEY

EXHIBIT "A"



~ EXHIBIT "B" ~

SHEET 1 OF 1

SKETCH OF DESCRIPTION
FOR:
SECO ENERGY

DESCRIPTION: (20 FOOT ELECTRIC UTILITY EASEMENT)

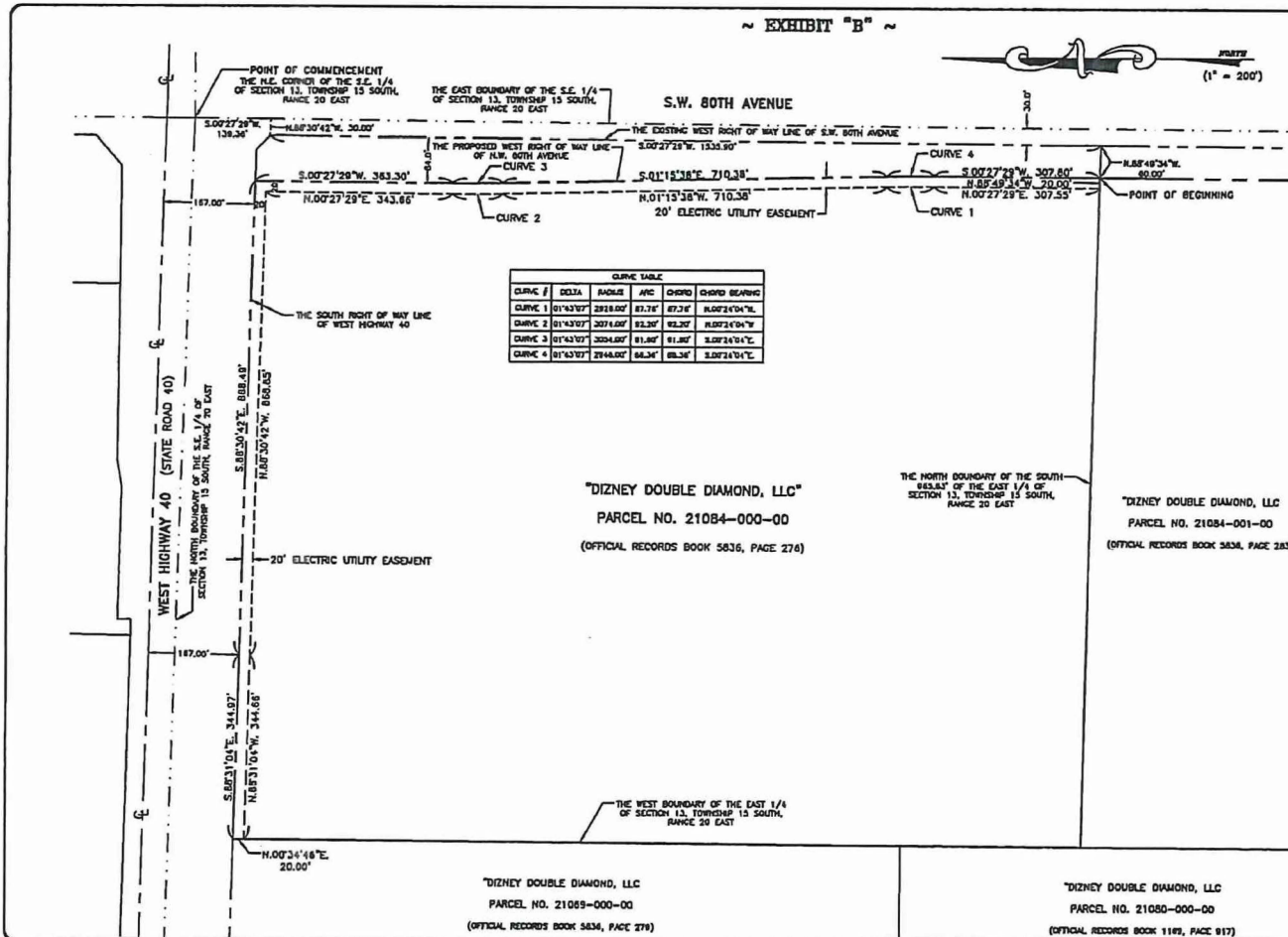
A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5836, PAGE 278, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W., ALONG THE EAST BOUNDARY OF SAID S.E. 1/4, 139.36 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.88°30'42"W., 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (60 FEET WIDE); THENCE S.00°27'29"W., ALONG SAID WEST RIGHT OF WAY LINE, 1335.90 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 885.63 FEET OF THE EAST 1/4 OF SAID SECTION 13; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, N.88°49'34"W., ALONG SAID NORTH BOUNDARY, 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°49'34"W., ALONG SAID NORTH BOUNDARY, 20.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.00°27'29"E., 307.55 FEET TO THE POINT OF CURVATURE OF A 2928.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.00°24'04"W., 87.76 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 87.76 FEET TO THE POINT OF TANGENCY; THENCE N.01°15'38"W., 710.38 FEET TO THE POINT OF CURVATURE OF A 3074.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.00°24'04"W., 82.20 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 82.20 FEET TO THE POINT OF TANGENCY; THENCE N.00°27'29"E., 343.66 FEET TO A POINT 20.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE N.88°30'42"W., PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID SOUTH RIGHT OF WAY LINE, 868.85 FEET; THENCE N.88°31'04"W., 344.68 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/4 OF SAID SECTION 13; THENCE N.00°34'46"E., 20.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE, SAID POINT ALSO BEING 167.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID WEST HIGHWAY 40, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36110 (F.P. NO. 238762-1); THENCE S.88°31'04"E., ALONG SAID SOUTH RIGHT OF WAY LINE, 344.97 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.88°30'42"E., 868.49 FEET TO A POINT 84.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE AFORESAID WEST RIGHT OF WAY LINE OF N.W. 80TH AVENUE; THENCE S.00°27'29"W., 363.30 FEET TO THE POINT OF CURVATURE OF A 3054.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.00°24'04"E., 81.60 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 81.60 FEET TO THE POINT OF TANGENCY; THENCE S.01°15'38"E., 710.38 FEET TO THE POINT OF CURVATURE OF A 2916.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.00°24'04"E., 88.36 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 88.36 FEET TO THE POINT OF TANGENCY; THENCE S.00°27'29"W., 307.80 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1890 ADJUSTMENT).
2. ADDITIONS OR DELETIONS TO THIS MAP OF SKETCH AND/OR REPORT BY OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
3. THIS SKETCH HAS BEEN PREPARED FOR SOLE AND EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE CONSENT OF SAID PARTY(IES) AND THE SIGNING SURVEYOR.
4. THIS MAP OF SKETCH IS NOT VALID AND IS TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON.

EXHIBIT "B"



SURVEYOR'S CERTIFICATION:

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427

STATE CERTIFIED SOYBE

NOTE: THIS IS NOT A SURVEY



BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: glen@preece.us

PREECE
LAND SURVEYING, INC.

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: JULY 18, 2022

DRAWN:	G.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REVISE EASEMENT	GHP	8/4/22
F.B./P.C.	N/A			
FILE INFO.				
N.W./S.W.				
BOTH AVENUE				
SCALE: 1" = 200'	COPYRIGHT © 2022	JOB ORDER # 20-118 DIZNEY-SECO (R)		

EXHIBIT " C "

THIS INSTRUMENT PREPARED BY/RETURN TO:
Malinda Creager
Sumter Electric Cooperative, Inc. d/b/a SECO ENERGY
P.O. Box 301
Sumterville, Florida 33585-0301

Section 13 Township 15 Range 20
Parcel ID: 21084-000-00

PARTIAL RELEASE OF EASEMENT

WHEREAS, by instrument dated May 13, 1965, HOWARD S. COHOON & KATHERINE M. COHOON (HIS WIFE), did grant and convey unto SUMTER ELECTRIC COOPERATIVE, INC., d/b/a SECO ENERGY, whose address is Post Office Box 301, Sumterville, Florida 33585-0301, a Right-of-Way Easement subsequently recorded on June 1, 1965, in Official Records Book 229, Page 624, of the Public Records of Marion County, Florida, including the described lands therein.

and

WHEREAS, SUMTER ELECTRIC COOPERATIVE, INC. d/b/a SECO ENERGY hereinafter referred to as "SECO," has been requested to release the property described below from the Right-of-Way Easement, and SECO is willing to release said portion;

NOW, THEREFORE, WITNESSETH, that SECO, for and in consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, has released and discharged and by these presents does release and discharge all of the right, title, interest, claim, and demand which SECO has under and by virtue of the above-described easement in and to, but only in and to, the following-described land in SUMTER County, Florida, to wit:

See attached Exhibit "A" made apart hereof.

Provided, always, nevertheless, that nothing herein contained shall in any way or manner impair, alter, or diminish the rights, purpose, effect, encumbrance or provisions of the aforesaid easement on that portion of the remaining lands first above described and not hereby being released therefrom.

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 _____, 2023, 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: _____

EXHIBIT " C "

Exhibit "A"

The East ¼ of Section 13, Township 15 South, Range 20 East, South of State Road 40, EXCEPT the South 965.63 feet AND EXCEPT road right of way.

LESS AND EXCEPTING so much of said Property as was taken by the State of Florida, Department of Transportation pursuant to Stipulated Order of Taking dated July 13, 2004, of record in O.R. Book 4153, Page 1012, of the Public Records of Marion County, Florida, more particularly described as follows:

From the Northwest corner of the Northeast ¼ of Section 13, Township 15 South, Range 20 East, Marion County, Florida, run South 00 degrees 20 minutes 58 seconds West 2622.78 feet along the West boundary of said Northeast ¼ to a nail and disc stamped "LS 1585 LS 1819 LS 3186" being on the centerline of survey of State Road 40 as shown on the Florida Department of Transportation Right of Way Map, Section 36110, F.P. No. 238762 1; thence continue South 00 degrees 20 minutes 58 seconds West 33.01 feet along said West boundary to a point on the existing South right of way line of State Road 40 as shown on said Florida Department of Transportation Right of Way Map for the POINT OF BEGINNING: thence continue South 00 degrees 20 minutes 58 seconds West 9.40 feet along said West boundary to the Northwest corner of the Northwest ¼ of the Southeast ¼ of said Section 13; thence continue South 00 degrees 20 minutes 58 seconds West 124.63 feet along the West boundary of said Northwest ¼ of the Southeast ¼ to a point on a line being parallel with and 167.00 feet South of, when measured at right angles to, the aforesaid centerline of survey of State Road 40; thence South 88 degrees 31 minutes 04 seconds East 1708.19 feet along said parallel line to a point; thence South 88 degrees 30 minutes 42 seconds East 947.15 feet along a line parallel with said centerline of survey to a point; thence South 45 degrees 07 minutes 12 seconds East 35.54 feet to a point on a line being parallel with and 30.00 feet West of, when measured at right angles to, the East boundary of the aforesaid Southeast ¼, said parallel line being the existing West right of way line of SW 80th Avenue as described and recorded in Official Records Book 296, Page 569, Public Records of Marion County, Florida; thence North 00 degrees 27 minutes 35 seconds East 136.44 feet along said parallel line and said existing West right of way line to a point on the existing South right of way line of State Road 40 as shown on the Florida Department of Transportation Right of Way Map, Section 36110-2515; thence North 88 degrees 30 minutes 42 seconds West 909.74 feet along said existing South right of way line to a point; thence North 01 degrees 29 minutes 18 seconds East 22.00 feet along said existing South right of way line to a point on the existing South right of way line of State Road 40 as shown on the aforesaid Florida Department of Transportation Right of Way Map, Section 36110, F.P. No. 238762 1; thence North 88 degrees 30 minutes 42 seconds West 60.80 feet along said existing South right of way line to a point; thence North 88 degrees 31 minutes 04 seconds West 1710.84 feet along said existing South right of way line to the Point of Beginning. LESS: Maintained right of way for SW 85th Avenue.

Being a part of the same property conveyed to Donald R. Dizney by Deed dated August 21, 1986, of record in Official Records Book 1374, Page 594, of the Public Records of Marion County, Florida.

EXHIBIT "D"

PERPETUAL UTILITY EASEMENT

WO#: 202589 Doc Stamps: _____

Prepared By: David Johnson
 SUMTER ELECTRIC COOPERATIVE, INC.
 d/b/a SECO Energy
 P.O. Box 301
 Sumterville, Florida 33585-0301

Section 13 Township 15S Range 20E

Parcel ID/Alternate Key Number: 21084-000-00

(Whenever used herein, the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations.)

Space above this line reserved for Recording Office Use.

THE GRANTOR(S) Dizney Double Diamond LLC whose mailing address is 899 SW 85th Ave
Ocala, FL 34481-1588

In consideration of the sum of \$1.00 or other good and valuable consideration, the sufficiency of which is acknowledged and received from the Grantee, SUMTER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation, d/b/a SECO Energy, PO Box 301, Sumterville, FL 33585 a corporation existing under the laws of the State of Florida, its successors and assigns, does hereby on _____ day of _____, 20____ grant and convey to the Grantee an easement, license and privilege of ingress and egress upon and/or under, to place, construct, operate, repair, maintain, upgrade, remove, inspect, relocate and replace thereon, and/or thereunder and to retain ownership thereof, an electric transmission and/or distribution line and/or communications system and all associated appurtenances in connection with above-ground and/or underground facilities and the Grantee shall at all times have the right to keep the easement clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that might endanger said electric power line assembly on or under the real property in Marion County, Florida, as described as:

See Exhibit "A & B", attached hereto and made a part hereof.

Failure to utilize this easement within any particular time period shall not constitute an abandonment nor shall any particular configuration of facilities located within the easement constitute an estoppel to Grantee's future reconfiguration of facilities so long as the terms and limitations of this grant of easement are satisfied.

In granting the above, it is understood that Grantee will make reasonable efforts to locate power line assemblies in a location which will cause the least interference in the use of the property, if in doing so it will not materially increase the cost of construction or maintenance, and Grantor covenants that it is the owner of the fee simple title of the above described land and will defend the title thereto against all persons claiming through, by, or under the Grantor.

Signed in presence of:

Grantor(s):

Witness 1

Signature _____

Typed or printed name _____

Dizney Double Diamond LLC

Name of Grantor

By:

Signature _____

Name of Signer _____

Title of Signer _____

Witness 2

Signature _____

Typed or printed name _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ day of _____, 20____, by _____
 as the _____ of _____
 _____, a Florida corporation, on behalf of the corporation. He / She is []
 personally known to me or [] provided _____ as identification.

My Commission Expires: _____
 My Commission Number is: _____

Notary Signature _____

Notary Printed Signature _____

(Seal)

EXHIBIT "D"

EXHIBIT "A"

To that certain PERPETUAL UTILITY EASEMENT

Between

(Dizney Double Diamond LLC), GRANTOR

And

Sumter Electric Cooperative, Inc. d/b/a SECO Energy, GRANTEE

Page 1 of 2

DESCRIPTION OF SKETCH THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF PARCEL IDENTIFICATION NUMBER 21084-000-00 AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 5836, PAGE 276 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30.00 FOOT WIDE EASEMENT, 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 88°31'04" EAST, ALONG THE NORTHERLY PROPERTY LINE OF SAID PARCEL, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF WEST HIGHWAY 40, A DISTANCE OF 44.1 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°04'08" WEST, A DISTANCE OF 11.8 FEET TO UTILITY POLE NUMBER 159144;
THENCE SOUTH 00°04'07" WEST, A DISTANCE OF 262.5 FEET TO UTILITY POLE NUMBER 78191;
THENCE SOUTH 00°15'25" WEST, A DISTANCE OF 254.2 FEET TO UTILITY POLE NUMBER 78192;
THENCE SOUTH 06°38'13" WEST, A DISTANCE OF 387.2 FEET TO UTILITY POLE NUMBER 78196;
THENCE SOUTH 03°55'27" EAST, A DISTANCE OF 200.1 FEET TO UTILITY POLE NUMBER 78197;

THENCE SOUTH 03°55'26" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION, THE SIDE LINES BEING PARALLEL WITH AND PERPENDICULAR TO SAID CENTERLINE BY RIGHT ANGLES AND THE SIDE LINES TO BE PROLONGED OR SHORTENED TO INTERSECT THE NORTHERLY AND WESTERLY PROPERTY LINES, LESS ANY PORTION OF THIS 30 FOOT WIDE EASEMENT WESTERLY OF THE WESTERLY PROPERTY LINE OF SAID PARCEL.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, SPECIFICALLY THE NORTHERLY PROPERTY LINE OF PARCEL IDENTIFICATION NUMBER 21084-000-00, BEING SOUTH 88°31'04" EAST.

2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Brion D Yancy
Yancy
Date: 2022.07.18 13:02:32
-04'00'

BRION D. YANCY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7162

DATE OF SIGNATURE

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (813) 473-1858
1408 N. Winstead Boulevard,
Suite 110, Tampa, FL 33607 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.
Professional Surveyors and Mappers, Certificate NO. LS-5030

FILE: N:\170006 - SECO PINE EASEMENT\PEP\170006-00-002 (SURV)\SURVEY\27-A0 4202589\013\A0 4202589 EXHIBIT

**SUMTER ELECTRIC COOP
EASEMENT**
771 SOUTHWEST 85TH AVENUE,
OCALA, FL
PARCEL ID: 21084-000-00

MARION COUNTY		FLORIDA	
PROJECT NO. 170006-00-002	REVISED DATE	DATE: JUL 18, 2022	
CADD FILE NO. 4202589 EXHIBIT	WK NO. 202589	SCALE: N/A	SHEET 1 OF 2

EXHIBIT "D"

EXHIBIT "A"

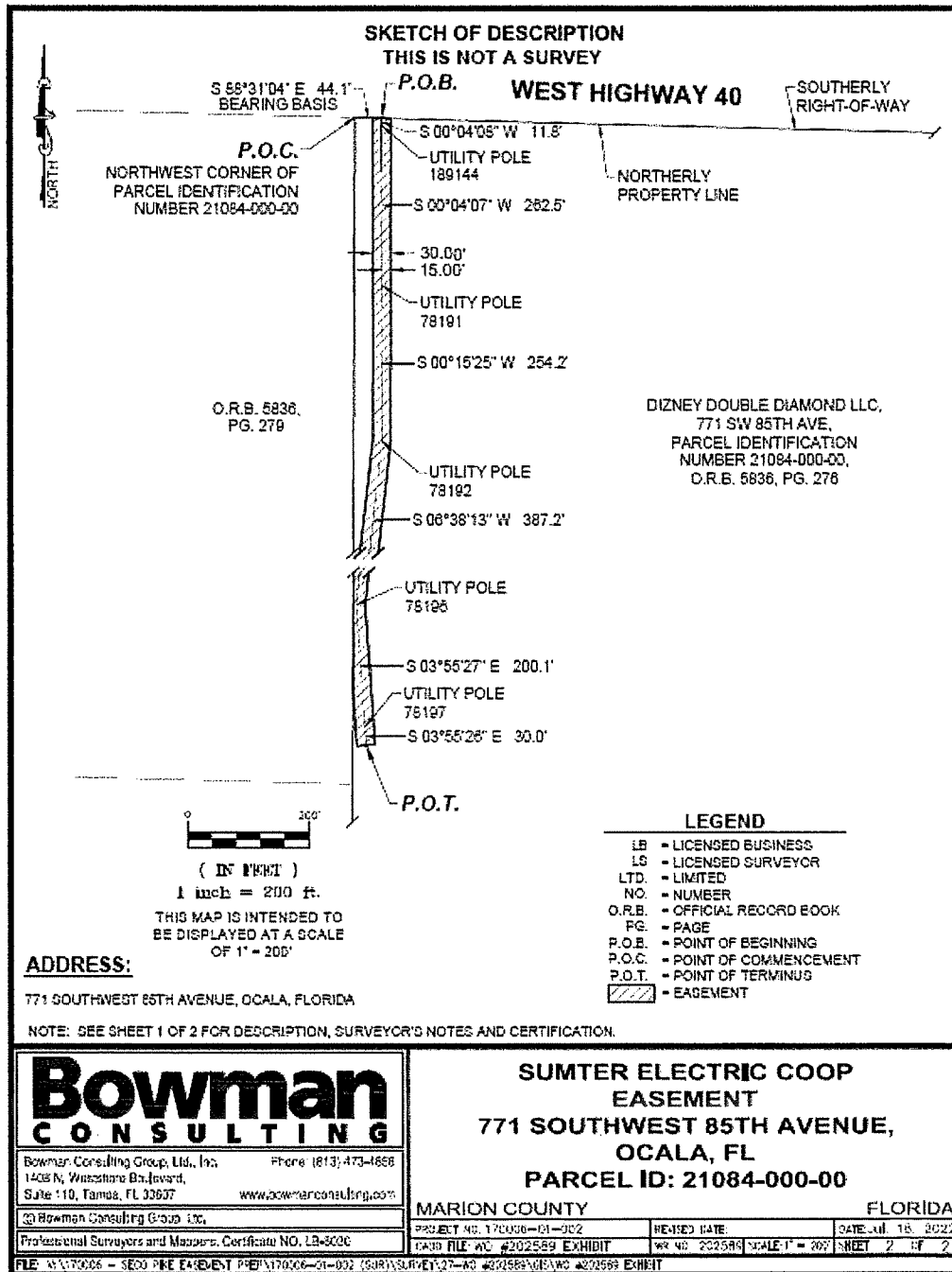
To that certain PERPETUAL UTILITY EASEMENT
Between

(Dizney Double Diamond LLC), GRANTOR

And

Sumter Electric Cooperative, Inc. d/b/a SECO Energy, GRANTEE

Page 1 of 2



~ EXHIBIT "B" ~

SHEET 1 OF 1

SKETCH OF DESCRIPTION
FOR:
SECO ENERGY

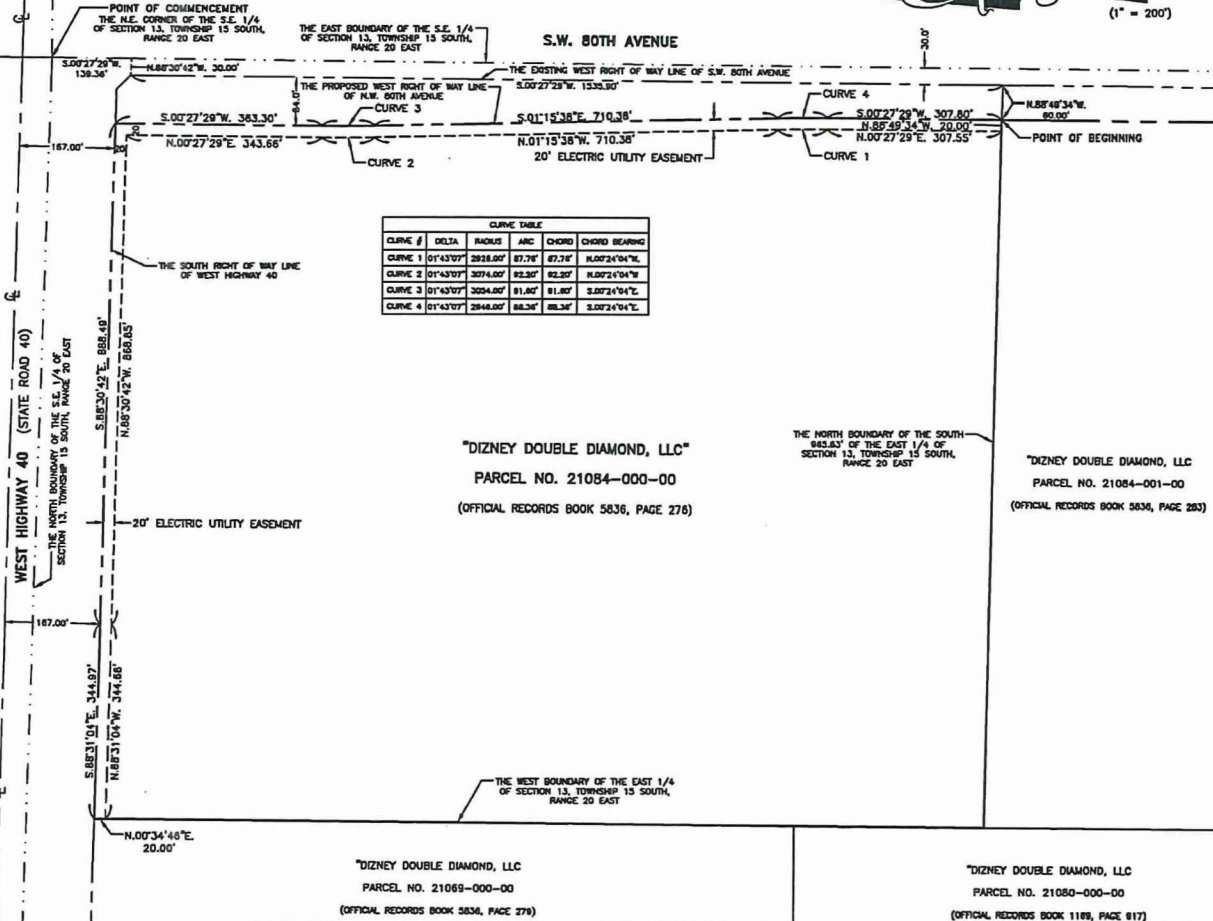
DESCRIPTION: (20 FOOT ELECTRIC UTILITY EASEMENT)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5836, PAGE 278, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W. ALONG THE EAST BOUNDARY OF SAID S.E. 1/4, 139.38 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.88°30'42"W., 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (60 FEET WIDE); THENCE S.00°27'29"W. ALONG SAID WEST RIGHT OF WAY LINE, 1535.50 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 955.63 FEET OF THE EAST 1/4 OF SAID SECTION 13; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, N.88°49'34"W., ALONG SAID NORTH BOUNDARY, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°49'34"W., ALONG SAID NORTH BOUNDARY, 20.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.00°27'29"E., 307.55 FEET TO THE POINT OF CURVATURE OF A 2926.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.00°24'04"W. 87.76 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 87.76 FEET TO THE POINT OF TANGENCY; THENCE N.01°15'38"W., 710.38 FEET TO THE POINT OF CURVATURE OF A 3074.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.00°24'04"W. 92.20 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 92.20 FEET TO THE POINT OF TANGENCY; THENCE N.00°27'29"E., 343.66 FEET TO A POINT 20.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE N.88°30'42"W., PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID SOUTH RIGHT OF WAY LINE, 668.85 FEET; THENCE N.88°31'04"W., 344.66 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/4 OF SAID SECTION 13; THENCE N.00°34'46"E., 20.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE, SAID POINT ALSO BEING 157.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID WEST HIGHWAY 40, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 35110 (F.P. NO. 238762-1); THENCE S.88°31'04"E., ALONG SAID SOUTH RIGHT OF WAY LINE, 344.97 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.88°30'42"E., 888.49 FEET TO A POINT 84.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE AFORESAID WEST RIGHT OF WAY LINE OF N.W. 80TH AVENUE; THENCE S.00°27'29"W., 383.30 FEET TO THE POINT OF CURVATURE OF A 3054.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.00°24'04"E. 91.60 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 91.60 FEET TO THE POINT OF TANGENCY; THENCE S.01°15'38"E., 710.38 FEET TO THE POINT OF CURVATURE OF A 2945.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.00°24'04"E. 88.38 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°43'07", A DISTANCE OF 88.38 FEET TO THE POINT OF TANGENCY; THENCE S.00°27'29"W., 307.80 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1980 ADJUSTMENT).
2. ADDITIONS OR DELETIONS TO THIS MAP OF SKETCH AND/OR REPORT BY OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
3. THIS SKETCH HAS BEEN PREPARED FOR SOLE AND EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE CONSENT OF SAID PARTY(IES) AND THE SIGNING SURVEYOR.
4. THIS MAP OF SKETCH IS NOT VALID AND IS TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON.



SURVEYOR'S CERTIFICATION:

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427



PREECE
LAND SURVEYING, INC.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: glen@preece.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: JULY 18, 2022

DRAWN:	G.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REVISE EASEMENT	GHP	8/4/22
F.B./PG.	N/A			
FILE INFO:				
N.W./S.W.				
80TH AVENUE				
SCALE: 1" = 200'	COPYRIGHT © 2022	JOB ORDER # 20-118 DIZNEY-SECO (R)		



STATE CERTIFIED SDVBE

NOTE: THIS IS NOT A SURVEY

EXHIBIT "D"

EXHIBIT "E"



SECO Energy
 PO Box 301
 Sumterville, FL 33585-0301
 Phone (352) 793-3801

INVOICE: 15597

Order Date: 10/05/2023
 Terms: NET
 Expire Date: 01/05/2024

MARION COUNTY BOCC
 CLAIM #EV201700833
 521 SE 26TH CT
 Ocala FL 34471

Account: 100012502

Page 1 of 1

Description: WO#195906 , SO#81195883 , LOCATION:SR 40 & SW 80TH AVE

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
	THIS COST VALID FOR 90 DAYS. THIS TOTAL DOES NOT INCLUDE ANY APPLICABLE CONNECT FEES, DEPOSITS, OR MEMBERSHIP FEES WHICH WILL BE COLLECTED SEPARATELY.	1.000	EACH	361,675.2600	361,675.26	

MESSAGES

THIS AMOUNT MUST BE PAID PRIOR TO SCHEDULING
 CONSTRUCTION. SECO will notify Sunshine One Call to locate all
 underground facilities owned by utilities. You are responsible for
 locating your own facilities (irrigation, septic tank, etc.) within the
 construction area.

TOTAL ORDER AMOUNT: \$ 361,675.26

EXHIBIT "E"

SECO Energy
PO Box 301
Sumterville, FL 33585-0301
Phone (352) 793-3801

INVOICE: 15600

Order Date: 10/05/2023
Terms: NET
Expire Date: 01/05/2024

MARION COUNTY BOCC
CLAIM #EV201700833
521 SE 26TH CT
OCALA FL 34471

Account: 100012502

Page 1 of 1

Description: WO#901111 , SO#81195236 , LOCATION:SW 80TH AVE & SR 40 (RELOCATE TRANSMISSION LINE FOR ROAD PROJECT)

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
	THIS COST VALID FOR 90 DAYS. THIS TOTAL DOES NOT INCLUDE ANY APPLICABLE CONNECT FEES, DEPOSITS, OR MEMBERSHIP FEES WHICH WILL BE COLLECTED SEPARATELY.	1.000	EACH	40,849.4100	40,849.41	

MESSAGES

THIS AMOUNT MUST BE PAID PRIOR TO SCHEDULING CONSTRUCTION. SECO will notify Sunshine One Call to locate all underground facilities owned by utilities. You are responsible for locating your own facilities (irrigation, septic tank, etc.) within the construction area.

TOTAL ORDER AMOUNT: \$ 40,849.41

EXHIBIT "E"



SECO Energy
 PO Box 301
 Sumterville, FL 33585-0301
 Phone (352) 793-3801

INVOICE: **15598**

Order Date: 10/05/2023
 Terms: NET
 Expire Date: 01/05/2024

MARION COUNTY BOCC
 CLAIM #EV201700833
 521 SE 26TH CT
 Ocala FL 34471

Account: 100012502

Page 1 of 1

Description: WO#195906 , SO#81195883 , LOCATION:SR 40 & SW 80TH AVE

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
	THIS COST VALID FOR 90 DAYS. THIS TOTAL DOES NOT INCLUDE ANY APPLICABLE CONNECT FEES, DEPOSITS, OR MEMBERSHIP FEES WHICH WILL BE COLLECTED SEPARATELY.	1.000	EACH	361,675.2600	361,675.26	

MESSAGES

THIS AMOUNT MUST BE PAID PRIOR TO SCHEDULING
 CONSTRUCTION. SECO will notify Sunshine One Call to locate all
 underground facilities owned by utilities. You are responsible for
 locating your own facilities (irrigation, septic tank, etc.) within the
 construction area.

TOTAL ORDER AMOUNT: \$ 361,675.26

EXHIBIT " E "

SECO Energy
PO Box 301
Sumterville, FL 33585-0301
Phone (352) 793-3801

INVOICE: 15601

Order Date: 10/05/2023
Terms: NET
Expire Date: 01/05/2024

MARION COUNTY BOCC
CLAIM #EV201700833
521 SE 26TH CT
OCALA FL 34471

Account: 100012502

Page 1 of 1

Description: WO#901111 , SO#81195236 , LOCATION:SW 80 AVE & SR 40 (RELOCATE TRANSMISSION LINE FOR ROAD PROJECT)

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
	THIS COST VALID FOR 90 DAYS. THIS TOTAL DOES NOT INCLUDE ANY APPLICABLE CONNECT FEES, DEPOSITS, OR MEMBERSHIP FEES WHICH WILL BE COLLECTED SEPARATELY.	1.000	EACH	40,849.4000	40,849.40	

MESSAGES

THIS AMOUNT MUST BE PAID PRIOR TO SCHEDULING
CONSTRUCTION. SECO will notify Sunshine One Call to locate all
underground facilities owned by utilities. You are responsible for
locating your own facilities (irrigation, septic tank, etc.) within the
construction area.

TOTAL ORDER AMOUNT: \$ 40,849.40