



RICK SCOTT
GOVERNOR

Florida Department of Transportation

605 Suwannee Street
Tallahassee, FL 32399-0450 MS-32

ANANTH PRASAD, P.E.
SECRETARY

September 13, 2012

Mr. Randy Mikell
Central Florida Electric Cooperative, Inc.
1124 North Young Blvd.
Chiefland, Florida 32626

Re: Addendum to Utility Master Agreement

Dear Mr. Mikell:

Your company currently has an executed agreement with the Department dated February 21, 1972 that requires an addendum in order to clarify the intent of the original agreement's use of the term "compensable interest" or "compensable property interest".

Please review the document and have the appropriate company official execute the new addendum and return it to the Department. We will return one original for your files after all signatures have been obtained.

If you have any questions, please call me at 850-414-4335.

Sincerely,

Richard L. Duley
State Utilities Office
Richard.duley@dot.state.fl.us

Attachments: Copy - Executed Utility Master Agreement dated 2-21-1972
New Addendum

**ADDENDUM TO UTILITY RELOCATION MASTER AGREEMENT
RELOCATION FROM PRIVATE PROPERTY (Reimbursable)**

This agreement dated ____ day of _____, 2012, is between the State of Florida, Department of Transportation and Central Florida Electric Cooperative, Incorporated who are parties to the Utility Relocation Master Agreement Relocation from Private Property (Agreement) dated February 21, 1972. The parties agree to amend the Agreement as follows:

1. As used herein, the words "compensable interest" shall mean any interest in property, the taking of which is subject to the payment of compensation under the Constitution of the United States of America or under the Florida Constitution, but only to the extent of the compensability for utility work costs under the terms and conditions of the underlying document creating the property interest, and provided that nothing herein shall be interpreted to modify, alter, amend, or override the specific terms and conditions of the underlying document. In addition, the use of the term "compensable interest" is not intended and shall not be interpreted to create any right to reimbursement not created by the underlying document creating the property interest.

2. Either the Company or the Department may terminate this agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not apply to any project for which either party had previously notified the other that the project would proceed pursuant to this agreement.

The parties have executed this Agreement by their duly authorized signatures the last day and year set forth below.

WITNESS:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By _____
Title: _____
Date: _____

As to the Department

ATTEST: _____
Title: Executive Secretary