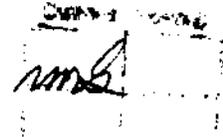


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
UTILITY JOINT PROJECT MASTER AGREEMENT
JOINT POLE USE
(At Utility Expense)



THIS AGREEMENT, made and entered into this 11th day of July, 1979, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and UNITED TELEPHONE COMPANY OF FLORIDA, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Fort Myers, County of Lee, State of Florida, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for construction, reconstruction and other change of portions of the State Highway System which shall call for the installation or attachment of DEPARTMENT poles and/or equipment within certain areas of the COMPANY'S pole line,

AND WHEREAS, the COMPANY occupies public ways, streets and private properties with an unspecified number of poles upon which are attached electric transmission and distribution lines, street lighting systems, communications lines, and appurtenances; and the DEPARTMENT also similarly occupies public ways with poles upon which are attached traffic control systems and street lighting systems,

AND WHEREAS, the parties hereto desire to cooperate in jointly using each other's poles under one or more of the above conditions when the conditions determining the necessity or desirability of joint use depend upon the requirements to be met by both parties, including considerations of safety and economy, and each party should be the judge of what the character of its circuits should be to meet its requirements and as to whether or not these requirements can be properly met by the joint use of poles,

AND WHEREAS, the plans for the said construction, reconstruction or other changes to be made, as above described, are to be reviewed by the DEPARTMENT and the COMPANY, such above described joint use arrangement to hereinafter be designated as "Relocation Work,"

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. When the DEPARTMENT and COMPANY have mutually agreed regarding joint use of facilities owned by one or the other along, over and under publicly owned property, the DEPARTMENT will issue a change order placing those facilities under the terms of this agreement. The COMPANY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities at COMPANY'S own expense and in accordance with the provisions of Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements or

revisions thereof as of the date of this Agreement, which, by reference hereto, are made a part of this Agreement; and the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of said portions of the State Highway System, prior to the advertising for bid on said project. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the direction of the DEPARTMENT'S engineer. The COMPANY'S use of the poles subject to this Agreement shall be confined to the transmission and distribution of electricity, street lighting and/or communications facilities in pursuit of its business of serving the public; and the DEPARTMENT'S use of the poles subject to this Agreement shall be confined to that necessary for the operation and support of traffic control systems, street light systems, and luminaries as the case may be.

2. The DEPARTMENT hereby agrees to install, construct and maintain its attachments with its own qualified electrician or by a qualified electrical contractor paid under a contract let by the DEPARTMENT all in accordance with the safety requirements as approved by the Florida Public Service Commission at the time of installation, to comply at all times with generally accepted safety practices of the electric utility and/or communications industry and the regulations of the Florida Department of Commerce as they exist or as they are subsequently revised, amended or superseded; and that utility service connections shall in all cases be performed by the COMPANY when the COMPANY is expected to supply a utility service. It is further understood and agreed by the DEPARTMENT that the said installation, construction and maintenance of such attachments within six (6) feet of the power utilities primary conductors (which shall herein be defined as all conductors with voltage potentials exceeding 750v) shall be performed only with prior consent of the COMPANY when pole ownership lies with the DEPARTMENT. When the pole ownership lies with the COMPANY, all installations, construction and maintenance of DEPARTMENT attachments shall be subject to the approval of the COMPANY within its sole and absolute discretion and shall conform with any other joint use agreement now in effect between the COMPANY and other joint users.

3. The DEPARTMENT also agrees to require that the local Governmental Agency charged with the responsibility of maintaining the DEPARTMENT'S attachments shall comply with the generally accepted practices of the electric utility and/or communications industries and the regulations of the Florida Department of Commerce as they exist or as they are subsequently revised, amended or superseded. The DEPARTMENT further agrees to require the local Governmental Agency to notify the COMPANY and obtain the COMPANY'S approval prior to performing maintenance work within six (6) feet of the primary conductors while the COMPANY agrees to provide direction and assistance to the same local Governmental Agency in making the work area safe when the COMPANY finds it necessary and advisable.

4. The DEPARTMENT further agrees to require its contractor to furnish liability insurance, including Broad Form Contractual Coverage, for the protection of the COMPANY from all claims, actions, damages and expenses of litigation resulting in connection with the performance of the described work under this agreement and providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person or any one occurrence, and regular Protective Property Damage Liability Insurance providing for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property. This insurance shall be maintained in effect during the term of the contract. However, should the insurance be terminated, altered or reduced, 30 days notice shall be given the DEPARTMENT and COMPANY. No work may be performed in the absence of said insurance.

5. The DEPARTMENT will require in any agreement entered into with another governmental agency for maintenance by that agency of any installation on the state highway system, where such installation involves use of COMPANY poles, that the governmental agency must obtain an Owners and Contractors Protective Liability Policy naming the COMPANY as the named insured in the amount of \$1,000,000.00. Said policy shall be endorsed to be primary to any other insurance carried by the COMPANY. Said policy shall also cover the named insured for bodily injury or property damage arising out of acts of omissions, including negligence of the named insured or any of his employees. Copies of the policy shall be provided upon request by the COMPANY.

6. The DEPARTMENT agrees to include the following indemnification in all contracts with contractors who perform construction or maintenance work on poles owned by the COMPANY:

“The (contractor), hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and any owner of equipment attached to or supported by a jointly used pole from all claims, demands, liabilities and suits whether or not due to or caused by negligence of the DEPARTMENT or joint pole equipment owners for bodily injuries or death to persons or damage to property resulting in connection with the performance of the described work by (contractor), its subcontractors, agents or employees.” This indemnification shall not exceed the sum of \$1,000,000.00 for bodily injury or death of persons for any one occurrence or \$300,000.00 for property damage for any one occurrence.

7. It is mutually agreed that the COMPANY'S plans, maps or sketches showing any such facility or utility to be adjusted, changed or relocated on any individual “Relocation Work” project are, when approved by the DEPARTMENT, made a part hereof by reference. The DEPARTMENT agrees to furnish the COMPANY with all necessary highway construction plans that are required by the COMPANY to facilitate the COMPANY'S “Relocation Work.”

8. It is understood and agreed that either party hereto may at any time and whether with or without cause terminate joint usage for any pole or poles by mailing to the other a written notice of its intent to do so. The party desiring termination may then remove its attachments and facilities from said joint use pole or poles defined in the notice of termination. The title to and maintenance responsibility for said pole or poles and accessory attachments such as guy wires, anchors and pole foundations shall revert to the party retaining use of said pole or poles.

9. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims and demands arising out of the work undertaken by the COMPANY pursuant to this agreement, due to the negligent actions, delays or omissions done or committed by the COMPANY, its subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Billy G. Robson (SEAL)
Director of Administration

ATTEST: Carolyn Scarabin
Executive Secretary

COMPANY: UNITED TELEPHONE CO. OF FLA.

BY: [Signature] (SEAL)
(Title: _____)

ATTEST: [Signature]

Approved as to Form, Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

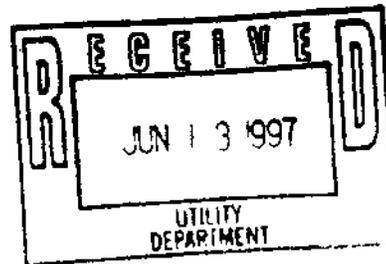
BY: [Signature]
Assistant Attorney



KENNETH WELDON, P.E.
STATE UTILITY ENGINEER
MS-32

Sunny De Coster, Sr.
Area Utility , Project Manager
District Utilities Department
1074 Highway 90 East
P.O. Box 607
Chipley, Florida 32428-0607

June 11, 1997



Re: Name Change

Dear Mr. De Coster,

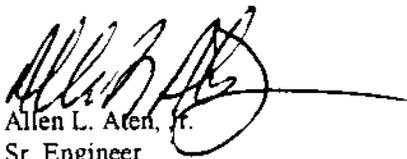
This letter shall place the Florida Department of Transportation ("FDOT") on notice that, as of January 1, 1997, Central Telephone Company of Florida merged with United Telephone Company of Florida. The successor corporation's legal name is Sprint-Florida, Incorporated. Please be aware that any and all documents issued by and between our two entities in the future, including without limitation, permits, notices, plans and Joint Project Agreements should reflect the company's correct legal name as set forth hereinabove.

Should you have any questions regarding the information contained in this notice, please do not hesitate to contact Leslie Klinger, attorney for Sprint-Florida, Incorporated, at (407)661-0568.

I have also enclosed a copy of the official paper work that executed the above referenced name change for your records.

I apologize for the lateness of this information. I assumed that your office had received a copy back in January, but it apparently has not trickled down from the top.

If you have any questions, please feel free to call me at 904-599-1257


Allen L. Aten, Jr.
Sr. Engineer
Sprint

WARNING:

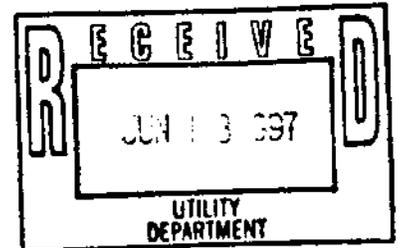
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for approval of)	DOCKET NO. 961362-TL
transfer of Local Exchange)	ORDER NO. PSC-96-1578-FOF-TL
Telecommunications Certificate)	ISSUED: December 31, 1996
No. 33 from Central Telephone)	
Company of Florida to United)	
Telephone Company of Florida,)	
for approval of merger of)	
Certificate No. 33 into United)	
Telephone's Certificate No. 22,)	
and for change in name on)	
Certificate No. 22 to Sprint-)	
Florida, Incorporated.)	



ORDER ACKNOWLEDGING NAME CHANGE

On November 14, 1996, a joint petition was filed by United Telephone Company of Florida (United) and Central Telephone Company of Florida (Centel) for approval of transfer and merger of Centel's Certificate of Public Convenience and Necessity No. 33 into United's Certificate of Public Convenience and Necessity No. 22. By the terms of the petition, Centel would merge with United, and the newly-formed corporation would operate under United's Certificate of Public Convenience and Necessity No. 22. By Order No. PSC-96-1543-FOF-TL, issued December 17, 1996, the Commission approved the proposed transfer and merger.

The joint petition further requests that United's Certificate of Public Convenience and Necessity No. 22 be amended to reflect the new corporation's name, Sprint-Florida, Inc. United and Centel attest that the new corporate name will be properly registered with the Department of State, Division of Corporations, upon the actual transfer and merger. Accordingly, we find it appropriate to amend Certificate No. 22 to reflect the new name.

This Order will serve as the amended Certificate of Public Convenience and Necessity No. 22 for Sprint-Florida, Inc. Sprint-Florida, Inc. should retain this Order as evidence of the name change.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the joint request by United Telephone Company of Florida and Central Telephone Company of Florida to change the name on Certificate No. 22 from United Telephone Company of Florida to Sprint-Florida, Inc. is approved. It is further

ORDERED that this change will become effective at the time the provisions of Order No. PSC-96-1543-FOF-TL, issued December 17, 1996, become final and effective. It is further

ORDERED that the terms of Order No. PSC-96-1543-FOF-TL, issued December 17, 1996, shall remain effective and shall control the disposition of this docket.

By ORDER of the Florida Public Service Commission, this 31st day of December, 1996.

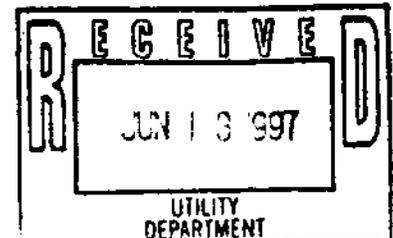
/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director

Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-904-413-6770.

(SEAL)

WCK



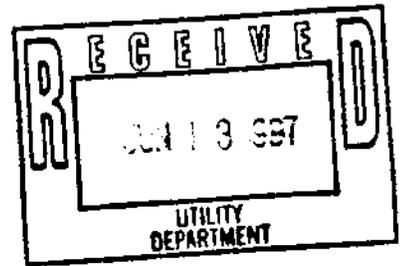
NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), *Florida Statutes*, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, *Florida Statutes*, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, *Florida Administrative Code*; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a),

Florida Rules of Appellate Procedure.

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RESTATED
ARTICLES OF INCORPORATION
OF
UNITED TELEPHONE COMPANY OF FLORIDA

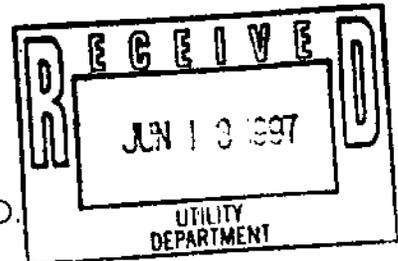
FILED
95 DEC 19 11 9 33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Sprint-Florida, Incorporated, whose Articles of Incorporation were filed by the Florida Department of State under the name of United Telephone Company of Florida, does hereby amend and restate its Articles of Incorporation by filing the following Restated Articles of Incorporation, pursuant to Section 607.1007 of the Florida Business Corporation Act. The Restated Articles of Incorporation change the name of the Corporation from United Telephone Company of Florida to Sprint-Florida, Incorporated.

ARTICLE I - NAME

The name of this Corporation shall be:

SPRINT-FLORIDA, INCORPORATED.

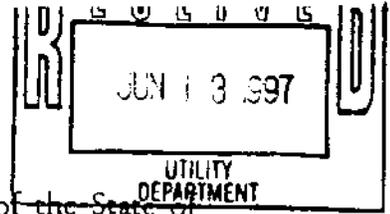


ARTICLE II - PLACE OF BUSINESS

The principal place of business of this Corporation shall be Apopka, Orange County, Florida, but it may establish offices and agencies in any place or places in or out of the State of Florida.

ARTICLE III - PURPOSE AND GENERAL POWERS

The general purpose of this Corporation shall be the transaction of any or all lawful business for which corporations may be incorporated under the Florida Business Corporation Act, as amended (hereinafter referred to as the "Act"). This Corporation shall have all the powers enumerated in the Act and all such powers as are



not specifically prohibited to corporations for profit under the laws of the State of Florida.

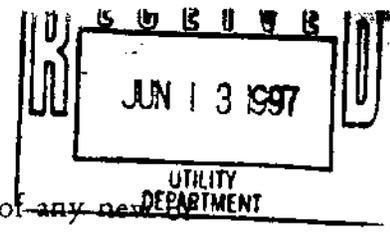
ARTICLE IV - CAPITAL STOCK

(a) Amount and Designation - The aggregate number of shares which this Corporation shall have authority to issue is 16,000,000 shares of common stock having a par value of \$2.50 per share, which shall be designated "Common Stock."

(b) Voting Rights of Stockholders - At each meeting of the stockholders, every holder of Common Stock shall be entitled to cast one vote, on each matter on which stockholders of record shall be entitled to vote, for each share of such stock standing in such holder's name on the record books of the Corporation on the record date fixed for the determination of stockholders entitled to vote at such meeting. Such holders shall vote together on all such matters and not by classes or series, except when and as may be otherwise required by law or these Articles of Incorporation.

(c) Payment for Common Stock - All or any of the Common Stock of the Corporation, if sold, may be paid for in cash, but may also be paid for in property, labor or services at a just valuation to be fixed by the Board of Directors at a meeting called for that purpose. Property, labor or services may also be purchased or paid for with Common Stock at a just valuation of such property, labor or services, to be fixed by the Board of Directors of the Corporation at a meeting called for such purpose. In no event shall such just valuation be less than par value.

(d) No Preemptive Rights - No holders of shares of any class of the capital stock of the Corporation shall have as a matter of right any preemptive or preferential



right to subscribe for, purchase, receive or otherwise acquire any part of any new additional issue of stock of any class, whether now or hereafter authorized, or any bonds, debentures, notes, or other securities of the Corporation, whether or not convertible into shares of stock of the Corporation.

ARTICLE V - TERM

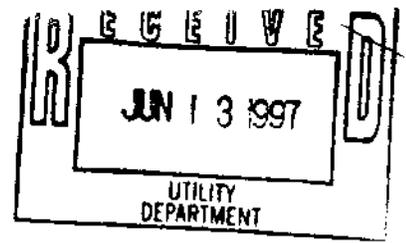
This Corporation shall have perpetual existence.

ARTICLE VI - REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation shall be 555 Lake Border Drive, Apopka, Florida 32703, and the registered agent of the Corporation at such address shall be JERRY M. JOHNS. The Corporation may change its registered agent or the location of its registered office, from time to time, without amendment to these Restated Articles of Incorporation.

ARTICLE VII - BUSINESS

The business of this Corporation shall be conducted by the Board of Directors and by the following officers: Chairman of the Board, President, one or more Vice Presidents, Secretary, Treasurer, and Controller. The Board of Directors shall consist of not less than five nor more than eleven persons. The number of directors may be changed from time to time through the bylaws, but shall never be less than five. More than one office may be held by one and the same person. The Board of Directors may appoint an Executive Committee and such other committees and officers of the Corporation, having such powers, duties and terms of office as such Board of Directors may deem advisable, and as may be provided by the bylaws of the Corporation.



ARTICLE VIII - AMENDMENT

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

CERTIFICATE

The foregoing Restated Articles of Incorporation were duly adopted by the Board of Directors of the Corporation in accordance with the Act on November 12, 1996, and by the holder of the shares of common stock, being the sole shares entitled to vote thereon, on December 10, 1996, and the number of votes cast for the foregoing Restated Articles of Incorporation was sufficient for approval by such holder of common stock.

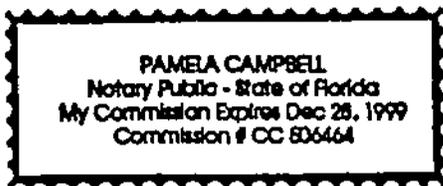
IN WITNESS WHEREOF, the undersigned does hereby make and file these restated articles of incorporation declaring and certifying that the facts stated herein are true and hereby subscribes thereto and hereunto sets his hand and seal this 16th day of December, 1996.



Jerry M. Johns, V.P.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of December, 1996, by JERRY M. JOHNS, who is personally known to me.





Notary Public - State of Florida