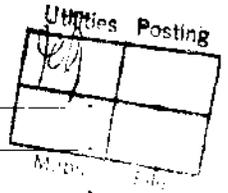


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
UTILITY RELOCATION MASTER AGREEMENT
(At Utility Expense)

THIS AGREEMENT, made and entered into this 25 day of November 1974, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and Central Telephone Company of Florida a corporation organized and existing under the laws of Florida with its principal place of business in the City of Tallahassee County of Leon, 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 relocation of the COMPANY'S facilities along, over and under the highways on said projects;

AND WHEREAS, the plans for said construction, reconstruction or other change are to be reviewed by the DEPARTMENT and the COMPANY; such utility relocation to hereinafter be designated as "Relocation Work";

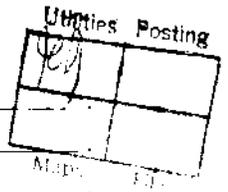
AND WHEREAS, under the laws of the State of Florida said "Relocation Work" must be accomplished at the sole expense of the COMPANY when COMPANY'S facilities lie on property in which the COMPANY holds no compensable interest;

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

1. When the DEPARTMENT has served an order on the COMPANY regarding relocation of the COMPANY'S facilities along, over and under publicly owned property, 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 Accomodation 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.

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WITNESSETH:

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2. The COMPANY further agrees that said adjustment, changes or relocation of facilities will be made by the COMPANY with sufficient promptness so as to cause no delay to the DEPARTMENT or its contractor in the prosecution of such construction or reconstruction work ; provided, however, that the COMPANY shall not be responsible for delay beyond its control; and that such "Relocation Work" will be done under the direction of the DEPARTMENT'S engineer; and the COMPANY further agrees that in the event the changes, adjustments or relocation of such facilities or utilities are done simultaneously with the construction project, that it will be directly responsible for the handling of any legal claims that the contractor may initiate due to delays caused by the COMPANY'S negligence ; and that the COMPANY will not either proceed with the " Relocation Work " with its own forces or advertise or let a contract for such work until it has received the DEPARTMENT'S written authority to proceed.

3. The COMPANY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such adjusted, changed or relocated COMPANY owned or operated facilities or utilities within the right of way of said portion of the State Highway Systems; and to comply with all provisions of the law and Rule 14-46.01, Florida Administrative Code.

4. 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."

5. The DEPARTMENT further agrees that the COMPANY may relocate its facilities upon the State's right of way, according to the terms of the standard permit required by the State Statutes for occupancy of public rights of way, and all published regulations lawfully adopted by the DEPARTMENT as of the date of this Agreement.

6. 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.

7. The COMPANY further agrees to indemnify, defend, and save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands for contractual liability rising out of the work undertaken by the COMPANY, its employees, agents, representatives or its subcontractors due in

whole, or in part, to conditions, actions, or omissions done or committed by the COMPANY ; or its subcontractors, its employees, agents, representatives, or its subcontractors. 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.

8. This Agreement may be terminated by either of the parties by giving sixty (60) days written notice to the other.

Paragraph 8 added prior to execution hereof.

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.

WITNESSES:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Lewis J. Kirkland
Chalberda Johnson
As to the DEPARTMENT

BY: Tom Webb
Director of Administration
ATTEST: Cathy Scalan (SEAL)
Executive Secretary

(COMPANY) Central Telephone Co. of Florida

O'Rhella Jansen
Joan Stout
As to the COMPANY

BY: [Signature]
President
Vice President & Div. Mgr.
ATTEST: _____ (SEAL)
Secretary

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

BY: Frank H. King
Assistant Attorney

WAIVER OF CORPORATE SEAL AND AT-
TESTING BY SECRETARY ON FILE IN
OFFICE OF RESIDENT ATTORNEY OF
FLORIDA DEPT. OF TRANSPORTATION
CENTRAL TELEPHONE CO. OF FLORIDA
P. O. BOX 2314 TALLAHASSEE, FLA.