

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY MASTER AGREEMENT
(At Utility Expense)**

THIS AGREEMENT, made and entered into this 3rd day of February, 1993, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Cablevision Management Corp a corporation organized and existing under the laws of Florida with its principal place of business in the City of North, County of Suwannee, State of Fla., hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposed 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 designed 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 property in which the COMPANY holds no compensable interest, the COMPANY agrees to make or cause to be made all arrangements for necessary adjustment of changes of its facilities at COMPANY'S own expense and in accordance with the provisions of Florida Administrative Code Rule 14-46.001 Utility Installation or Adjustment (amended July 5, 1990) and Utility Accommodation Guide dated May, 1990; 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 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.

2. The COMPANY further agrees that said adjustments, 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 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 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 System; and to comply with all provisions of the law, including Florida Administrative Code Rule, 14-46.001.

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 facilities or utilities to be adjusted, changed or relocated are made a part hereof by reference.

7. The COMPANY covenants and agrees that it will indemnify and hold harmless to the extent provided by Florida Statutes, 768.28, the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to person or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

8. The COMPANY will inform the DEPARTMENT'S appropriate Resident Engineer in writing when they start or resume work on the project.

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.

COMPANY: Florida Cablevision Management Corp (SEAL)

BY: *[Signature]*

TITLE: President

ATTEST: *[Signature]*

TITLE: Treasurer

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *[Signature]* (SEAL)

TITLE: Assistant Secretary

ATTEST: *[Signature]*

EXECUTIVE SECRETARY

LEGAL REVIEW: DATE: 1/29/93

BY: *[Signature]*

ATTORNEY - F.D.O.T.

APPROVED

BY: *[Signature]*

DATE: 1-22-93

UTILITIES OFFICE