

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

Utilities Printing	
<i>DM</i>	
Maps	File

THIS AGREEMENT, made and entered into this 14 day of August, 1972, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY a corporation organized and existing under the laws of New York with its principal place of business in the City of Atlanta County of Fulton, State of Georgia 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.

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. Either the Company or the Department may terminate this Agreement at any time by giving the other party notice to such effect at least thirty (30) days prior to the effective date of such termination.

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:

Bobbi Stammers
Frankie Messer
As to the DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Tom Webb
Director of Administration
ATTEST: James J. Fulkland (SEAL)
ACTING Executive Secretary

Walter H. Alford
Joy B. Wertes
As to the COMPANY

WHA (COMPANY) SOUTHERN BELL TELEPHONE AND TELEGRAPH
BY: J. Brown
Vice President - Florida
Waiver of Corporate Seal
ATTEST: OR file with Resident Attorney (SEAL)
Florida State Road Department,
Tallahassee, Florida

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

BY: P. Bennett
Assistant Attorney

ARTICLES OF MERGER
OF
SOUTH CENTRAL BELL TELEPHONE COMPANY
AND
BELLSOUTH SERVICES INCORPORATED
WITH AND INTO
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

I.

The name of the surviving corporation is Southern Bell Telephone and Telegraph Company, a Georgia corporation ("Southern Bell"). Southern Bell was incorporated on August 12, 1983 and its charter number is 8316739. As part of the merger, Southern Bell's name will be changed to BellSouth Telecommunications, Inc.

II.

A copy of the Plan of Merger (the "Plan of Merger") between SOUTH CENTRAL BELL TELEPHONE COMPANY, a Georgia corporation ("South Central Bell"), BELLSOUTH SERVICES INCORPORATED, a Georgia corporation ("BellSouth Services") and Southern Bell, pursuant to which South Central Bell and BellSouth Services are to be merged with and into Southern Bell (the "Merger"), is attached here to as Exhibit A.

III.

No approval of the Plan of Merger by the sole shareholder of Southern Bell was required. The Plan of Merger was duly approved by the sole shareholder of South Central Bell. The Plan of Merger was duly approved by the shareholders of BellSouth Services.

IV.

As set forth in the Plan of Merger, the Merger shall, following the filing of these Articles of Merger with the Secretary of State of the State of Georgia, become effective at twelve o'clock midnight Atlanta, Georgia time on December 31, 1991.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of South Central Bell, BellSouth Services and Southern Bell this 14th day of December, 1991.

SOUTH CENTRAL BELL TELEPHONE
COMPANY

By: B. F. Skinner
B. F. Skinner, Chairman

BELLSOUTH SERVICES INCORPORATED

By: W. W. Bassett
W. W. Bassett, President

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: B. F. Skinner
B. F. Skinner, Chairman

Exhibit A

**PLAN OF MERGER
 OF
 SOUTH CENTRAL BELL TELEPHONE COMPANY
 AND
 BELLSOUTH SERVICES INCORPORATED
 WITH AND INTO
 SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY**

THIS PLAN OF MERGER (the "Plan of Merger") among SOUTH CENTRAL BELL TELEPHONE COMPANY, a Georgia corporation ("South Central Bell"), BELLSOUTH SERVICES INCORPORATED, a Georgia corporation ("BSI"), and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a Georgia corporation ("Southern Bell"), which corporations are hereinafter sometimes referred to as the "Constituent Corporations";

W I T N E S S E T H:

WHEREAS, the Boards of Directors of South Central Bell, BSI and Southern Bell deem it to be in the best interests of the Constituent Corporations and their shareholders that South Central Bell and BSI merge with and into Southern Bell in accordance with the laws of the State of Georgia (the "Merger");

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge pursuant to the laws of the State of Georgia into a single surviving corporation, which shall be Southern Bell; and the Constituent Corporations hereby agree upon and prescribe the terms and conditions of the Merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Constituent Corporations as follows:

I.

MERGER

On the Merger Date (as hereinafter defined), each of South Central Bell and BSI shall be merged with and into Southern Bell and the separate existence of each of South Central Bell and BSI shall cease. Southern Bell shall be the surviving corporation (the "Surviving Corporation"). The Surviving Corporation shall continue its existence under the laws of the State of Georgia and its name shall be changed in the Merger to "BellSouth Telecommunications, Inc."

II.

ARTICLES OF INCORPORATION

The Articles of Incorporation of Southern Bell in effect immediately prior to the Merger shall continue to be the Articles of Incorporation of the Surviving Corporation after the Merger until further amended, except that Article I of the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows upon the effectiveness of the Merger:

"I.

The name of the Corporation is
BellSouth Telecommunications, Inc."

III.

BYLAWS

The Bylaws of Southern Bell in effect immediately prior to the Merger shall continue to be the Bylaws of the surviving Corporation after the Merger until amended.

IV.

OFFICERS AND DIRECTORS

The officers and directors of Southern Bell holding office immediately prior to the Merger shall continue to be respectively the officers and directors of the Surviving Corporation after the Merger.

V.

MANNER AND BASIS OF CONVERTING SHARES

(a) Upon the effectiveness of the Merger, the outstanding share or shares of capital stock of South Central Bell shall be cancelled and retired and no cash or securities or other property shall be issued in the Merger in respect thereof.

(b) Upon the effectiveness of the Merger, the outstanding shares of capital stock of BSI shall be cancelled and retired and no cash or securities or other property shall be issued in the Merger in respect thereof.

(c) The Merger shall have no effect on the outstanding share of capital stock of Southern Bell; and such share of capital stock of Southern Bell outstanding immediately prior to the effectiveness of the Merger shall remain outstanding and unchanged as a result of the Merger.

VI.

EFFECTIVE TIME OF MERGER

The Merger shall, following the filing of the Articles of Merger with the Georgia Secretary of State, become effective by operation of law without further act or deed upon the part of the Constituent Corporations at twelve o'clock midnight, Atlanta, Georgia time on December 31, 1991; and the term "Merger Date," as used herein, shall mean such date and time.

IN WITNESS WHEREOF, each of the Constituent Corporations has duly caused this Plan of Merger to be executed by its duly authorized officer, this 21 day of May, 1991.

SOUTH CENTRAL BELL TELEPHONE
COMPANY

By: C. F. Bailey
C. F. Bailey, Chairman

BELLSOUTH SERVICES
INCORPORATED

By: H. B. Sacks
H. B. Sacks, President

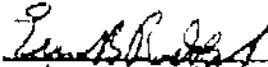
SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: B. F. Skinner
B. F. Skinner, Chairman

CERTIFICATE

I, Eric B. Rudolph, an Assistant Secretary of Southern Bell Telephone and Telegraph Company, a Georgia corporation, do hereby certify that a notice of intent to file the Articles of Merger of SOUTH CENTRAL BELL TELEPHONE COMPANY and BELLSOUTH SERVICES INCORPORATED with and into Southern Bell Telephone and Telegraph Company, and a publishing fee of \$40.00 has been mailed or delivered to an authorized newspaper, as required by law.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the company this 19th day of December, 1991.



Eric B. Rudolph
Assistant Secretary

[SEAL]

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 1971, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as the statutory successor to the Florida State Turnpike Authority, hereinafter called the "Department", and the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Bell";

W I T N E S S E T H ;

THAT WHEREAS, the Department is constructing certain Turnpike projects in accordance with the provisions of Chapter 340, Florida Statutes, being the extension of the Florida Turnpike from Golden Glades to Homestead; and

WHEREAS, at various points said projects cross existing state or county roads along which Bell maintains cables, wires, poles and other equipment and appliances as a part of its telephone system; and

WHEREAS, the Department is desirous that the facilities of Bell be relocated to accommodate the Turnpike construction, and this agreement is given to induce Bell to relocate said facilities without prior settlement or judicial determination of this controversy; and

WHEREAS, the parties disagree as to who should bear relocation expenses and costs, Bell contending that the cost and expense of such relocation should be borne by the Department and the Department contending that such cost and expense should be borne by Bell; and

WHEREAS, the parties are desirous that there be no delay in the relocation of such facilities but that there be no waiver of any rights by either party as a result of such relocation;

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 1971, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as the statutory successor to the Florida State Turnpike Authority, hereinafter called the "Department", and the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "Bell";

W I T N E S S E T H ;

THAT WHEREAS, the Department is constructing certain Turnpike projects in accordance with the provisions of Chapter 340, Florida Statutes, being the extension of the Florida Turnpike from Golden Glades to Homestead; and

WHEREAS, at various points said projects cross existing state or county roads along which Bell maintains cables, wires, poles and other equipment and appliances as a part of its telephone system; and

WHEREAS, the Department is desirous that the facilities of Bell be relocated to accommodate the Turnpike construction, and this agreement is given to induce Bell to relocate said facilities without prior settlement or judicial determination of this controversy; and

WHEREAS, the parties disagree as to who should bear relocation expenses and costs, Bell contending that the cost and expense of such relocation should be borne by the Depart-

ment and the Department contending that such cost and expense should be borne by Bell; and

WHEREAS, the parties are desirous that there be no delay in the relocation of such facilities but that there be no waiver of any rights by either party as a result of such relocation;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the parties mutually agree as follows:

Bell shall relocate such facilities as the Department may determine necessary for the construction of its Turnpike projects and Bell shall maintain and keep appropriate records as to its cost and expense of relocating or removing same in accordance with usual Department standards, it being understood and agreed by and between the parties, however, that the relocation or removal of such facilities by Bell shall in no way be deemed to be a waiver of any rights that Bell may have against the Department for the cost of such relocation or removal by virtue of applicable law or any franchise agreement or licenses it may have with the State of Florida and all such rights are hereby expressly reserved. It is understood and agreed that in the event the parties fail to amicably settle this controversy, Bell may bring an action in a court of appropriate jurisdiction to determine the issues between it and the Department without prejudice resulting from any such relocation or removal.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed the day and year first above written.

WITNESSES:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Alison McDaniel

By Ed Mullis
Secretary of Transportation

Marie Lynn

Attest: Carol Scudaloni (EAL)
Executive Secretary

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Jean S. Dudley

By J. M. Brown
Vice President and General
Manager

Approved as to form, legality
and execution:

APPROVED AS TO FORM, LEGALITY AND EXECUTION
STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

J. H. Slane
ASSISTANT ATTORNEY

J. M. Brown
