

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY RELOCATION MASTER AGREEMENT
(AT UTILITY OWNERS EXPENSE)

FORM 710-010-18
UTILITIES
07/95
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THIS AGREEMENT, made and entered into this 2 day of May, 1997, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and U.S. Cable Television Group, LP, with its principal place of business in the City of Gulf Breeze, County of Santa Rosa, State of Florida, hereinafter referred to as UTILITY OWNER.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for constructing, reconstructing or otherwise changing a portion of the State Highway System, hereinafter referred to as the "Projects", which shall call for the location (vertically and horizontally), protection and/or relocation and adjustment of the UTILITY OWNER's facilities on said Projects, hereinafter referred to as "Relocation Work"; and

WHEREAS, the plans for the said construction, reconstruction or other changes are to be reviewed by the DEPARTMENT and the UTILITY OWNER, and

WHEREAS, under the laws of the State of Florida, said Relocation Work must be accomplished at the sole expense of the UTILITY OWNER where the facilities lie on property in which the UTILITY OWNER holds no compensable interest.

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

1. Upon service of an Order by the DEPARTMENT, the UTILITY OWNER shall make or cause to be made all arrangements for the Relocation Work at its own expense and in accordance with the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of the Projects and the provisions of the current Utility Accommodation Manual, which, by reference, is made a part of this Agreement.

2. Upon issuance of the DEPARTMENT's Notice to Proceed to the UTILITY OWNER, the UTILITY OWNER shall perform all Relocation Work so as to cause no delay to the DEPARTMENT or its contractors in the prosecution of the Projects, and all such Relocation Work shall be done under the direction of the DEPARTMENT's engineer. The UTILITY OWNER agrees that it will be directly responsible for any legal claims that the Projects' contractors may initiate due to delays caused by the Relocation Work; provided, however, the UTILITY OWNER shall not be responsible for delays beyond its control.

3. The UTILITY OWNER agrees to locate (vertically and horizontally), and protect its facilities throughout the Projects life. The UTILITY OWNER also agrees to relocate its facilities upon the DEPARTMENT's right-of-way according to the terms of the Utility Relocation Schedule and the DEPARTMENT's Utility Permit.

4. The UTILITY OWNER shall perform all such Relocation Work either with its own forces or by a contractor paid under a contract let by the UTILITY OWNER, all under the direction of the DEPARTMENT's engineer. The UTILITY OWNER shall neither proceed with prosecution of the Relocation Work with its own forces nor let a contract for such Relocation Work until it has received the DEPARTMENT's written authority to proceed for each Project.

5. The UTILITY OWNER shall maintain the Relocation Work in good repair in accordance with the current Utility Accommodation Manual. This duty shall continue throughout the Project.

6. The DEPARTMENT shall furnish the UTILITY OWNER with all necessary construction plans that are required by the UTILITY OWNER to facilitate the Relocation Work. The UTILITY OWNER shall be required to submit plans to the DEPARTMENT showing all Relocation Work.

7. To the extent provided by law the UTILITY OWNER shall indemnify, defend, save harmless and exonerate the DEPARTMENT, its officers, agents and employees of and from all liability, claim, loss, damage, cost, charge, expense and demands arising out of the Relocation Work undertaken by the UTILITY OWNER, its employees, agents, representatives, or subcontractors due in whole, or in part to conditions, actions, or omissions done or committed by the UTILITY OWNER, subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

8. The UTILITY OWNER shall inform the DEPARTMENT's Resident Engineer in writing when it starts, stops, resumes or completes the Relocation Work.

9. This Agreement shall remain in full force and effect until cancelled, and may be cancelled by either party upon sixty (60) days written notice.

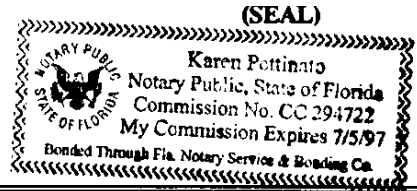
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

UTILITY: U.S.Cable Television Group, LP

BY: [Signature]
(Title: General manager)

DATE: APRIL 19, 1997

ATTEST(s): [Signature]
(Title: NOTARY PUBLIC)



Recommend Approval by the State Utility Office

BY: [Signature]

DATE: 5/2/97

FDOT Approved as to Form and Legality

BY: Mary S. Hill
Office of General Counsel

DATE: 5.1.97

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(Title: _____)
State Highway Engineer

DATE: 5/2/97

ATTEST(s):
(Title: _____)

(SEAL)