# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO:

**CFX Board Members** 

FROM:

Ben Dreiling, P.E.

Director of Construction

DATE:

July 6, 2016

SUBJECT:

Agreement relating to Indenture

w/ Sprint Communications Company L.P.

Sprint Communication Company L.P and CFX are parties to an Indenture dated July 23, 1984. In accordance with the Indenture, four (4) conduits were installed, two (2) for Sprint's use and two (2) for CFX's use, thereby creating a joint Sprint/CFX duct bank along a portion of SR 528. Further defined in the Indenture, Sprint is obligated at its cost, to relocate the Sprint/CFX duct bank in order to accommodate CFX's improvements to SR 528. Sprint currently occupies one of four conduits, the other three are vacant at this time.

Several segments of the Sprint/CFX duct bank are in conflict with the SR 528/ Innovation Way Interchange Project and SR 528 Econlockhatchee River Bridge Replacement Project.

With this Agreement, Sprint will be permitted to temporarily relocate only their one occupied conduit where it conflicts with the SR 528 Innovation Way Project and will, at an impending date, replace/relocate all four (4) conduit into the All Aboard Florida duct bank when constructed by All Aboard Florida at no cost to CFX. This Agreement, most importantly, provides a limitation on the amount of time that Sprint can delay the ultimate replacement/relocation of the Sprint/CFX duct bank in the event that the All Aboard Florida Project does not timely proceed or never proceeds at all.

Board approval is requested to modify the Indenture to provide limited and interim relief to permit Sprint to temporarily relocate one (1) occupied conduit and allow additional time to relocate the complete duct bank due to the timing of the All Aboard Florida Project.

Reviewed by:

Joseph A. Berenis, P.E. Chief of Infrastructure

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



# Agreement

THIS AGREEMENT ("Agreement") is made and	entered into and effective this da	ay
of, 2016 (the "Effective Date"), by and betw	een Sprint Communications Compar	ıу
L.P., a Delaware limited partnership authorized to conduct	business in the State of Florida, and i	its
successors and assigns ("Sprint") and Central Florida Exp	pressway Authority, a body politic ar	nd
corporate and agency of the State of Florida ("CFX").		

## BACKGROUND:

- A. CFX and Sprint are successors in interest to a certain Indenture dated July 23, 1984, by and between the Orlando/Orange County Expressway Authority and GTE Sprint Communications Corporation (the "Indenture"). A true and correct copy of the Indenture is attached hereto as Exhibit "A".
- B. In accordance with the Indenture, Sprint installed two (2) 2" I.D. PVC conduits for its installation, use, operation and maintenance of Sprint's fiber optic cable facilities and related equipment within the Easement Area (sometimes collectively referred to herein as the "Sprint Facilities"). Sprint also installed two (2) additional 2" I.D. PVC conduits for CFX's installation, use, operation and maintenance of CFX's communications facilities and related equipment within the Easement Area (the "CFX Facilities").
- C. CFX is constructing a new interchange and related improvements along State Road 528/ Martin Andersen Beachline Expressway at Innovation Way in Orange County, and CFX is replacing a vehicular bridge across the Econlockhatchee River (collectively, the "CFX Improvements"), which conflict with the Sprint Facilities and the CFX Facilities.
- D. All Aboard Florida Operations, LLC, a Delaware limited liability company ("All Aboard Florida") is in the design phase of a project to build an inter-city passenger rail line within CFX right of way between Orlando and Cocoa ("All Aboard Florida Project"), which will conflict with the Sprint Facilities and the CFX Facilities in certain locations.
- E. The CFX Improvements and the All Aboard Florida Project are independent projects which are not contingent upon the happening of one for the other to occur.
- F. The Sprint Facilities and the CFX Facilities are vacant and unoccupied between S.R. 528 Sta. 1394+60.00 and Sta. 1439+30.00, where they conflict with the work to be done to replace the Econlockhatchee River Bridge ("Econlockhatchee Conflict"). CFX has not leased the CFX Facilities to any third parties at the Econlockhatchee Conflict.

- G. Sprint occupies one of its two conduits between S.R. 528 Sta. 1178+00.00 and Sta. 1276+00.00, but its other conduit is currently vacant at the S.R. 528/Innovation Way Interchange. Both of the CFX conduits at the S.R. 528/ Innovation Way Interchange are currently vacant ("Innovation Way Conflict"). CFX has not leased the CFX Facilities to any third parties at the Innovation Way Conflict.
- H. Sprint disclosed to CFX that All Aboard Florida is responsible for the payment or reimbursement of Sprint's costs to relocate the Sprint Facilities and the CFX Facilities to a duct bank (the "AAF Duct Bank") All Aboard Florida is constructing within another portion of the right of way of S.R. 528/Martin B. Andersen Beachline Expressway in conjunction with the All Aboard Florida Project.
- I. Because the All Aboard Florida Project may be constructed after the CFX Improvements, CFX is willing to delay Sprint's relocation of the vacant Sprint Facilities and the CFX Facilities until the AAF Duct Bank has been completed, or such other time as set forth herein, in order to conserve financial resources and materials. In addition, Sprint will relocate its occupied Sprint Facilities as set forth herein.
- J. The parties wish to memorialize the understanding and agreements among themselves with respect to the relocation of the Sprint Facilities and the CFX Facilities as set forth herein.

# **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration; the receipt and sufficiency of which is acknowledged, Sprint and CFX agree as follows:

- 1. All of the recitals set forth above are true and accurate and are hereby incorporated by this reference.
- 2. The Indenture requires Sprint to relocate the Sprint Facilities and the CFX Facilities at Sprint's cost to accommodate projects such as the CFX Improvements, as long as CFX has not leased its conduits to anyone other than a governmental entity. It is the intent of the parties that they will each fully cooperate with the other and that Sprint shall make such changes and relocations as may be necessary to accomplish CFX's purposes and further, CFX will cooperate with Sprint to the end that such changes and relocations shall be held to the minimum necessary to accomplish CFX's purposes, thereby causing a minimum of disturbance to the Sprint's system.

- 3. All Aboard Florida has notified Sprint and CFX that the All Aboard Florida Project will conflict with the Sprint Facilities and the CFX Facilities in various locations. As a result, Sprint disclosed to CFX that All Aboard Florida has agreed to pay for the relocation of the Sprint Facilities and the CFX Facilities where such conflicts exist, including the Econlockhatchee Conflict and the Innovation Way Conflict.
- 4. Accordingly, Sprint plans to relocate all of the Sprint Facilities and CFX Facilities into the AAF Duct Bank at All Aboard Florida's sole cost and expense within CFX right of way to avoid conflicts with the All Aboard Florida Project and the CFX Improvements.
- 5. The All Aboard Florida Project schedule has not yet been finalized.
- 6. CFX desires to proceed with the CFX Improvements immediately, which require the relocation of the Sprint Facilities and the CFX Facilities due to the Econlockatchee Conflict and the Innovation Way Conflict.
- 7. Sprint and CFX recognize that relocating vacant facilities which would be subject to a further relocation to the AAF Duct Bank in the near future to accommodate the All Aboard Florida Project would be an inconvenience and an unnecessary expense and would not further the purposes of the parties or the public interest.
- 8. Recognizing that Sprint does not wish to reduce its presence in the area, Sprint will temporarily relocate one of its two conduits located at the Innovation Way Conflict, in accordance with the plans and schedule that have been agreed upon between CFX and Sprint.
- 9. Sprint shall submit CFX's form of Right of Way Application and construction plans to CFX for CFX's approval before Sprint's work in the CFX right of way can commence.
- 10. Upon Sprint's installation and testing of the new conduit, fiber optic lines and related equipment, Sprint will perform a "hot cut" to convert service to the new facilities. Sprint will then provide notice to CFX that the existing Sprint Facilities (including both conduits) and the existing CFX Facilities may be removed at the Innovation Way Conflict and the Econlockhatchee Conflict. CFX may subsequently remove the existing Sprint Facilities and CFX Facilities at its cost.
- 11. The parties agree that Sprint's obligation to install the replacement CFX Facilities and the remaining Sprint conduit at the Econlockhatchee Conflict and the Innovation Way Conflict shall be delayed until the earlier of: (i) completion of the All Aboard Florida Project; or (ii) two (2) years following the completion of the replacement of the Econlockhatchee Bridge and construction of the Innovation Way Interchange (the

"Tolling Period"). The parties may further extend the Tolling Period by mutual written agreement. Furthermore:

- a. If the All Aboard Project proceeds within two years following the Effective Date of this Agreement, then Sprint shall relocate the Sprint Facilities and the CFX Facilities to the AAF Duct Bank constructed by All Aboard Florida at no cost to CFX.
- b. If the All Aboard Project does not proceed within two years following the Effective Date of this Agreement, then Sprint shall relocate the Sprint Facilities and the CFX Facilities to a location that is mutually acceptable to CFX and Sprint at Sprint's cost.
- 12. Upon completion of the final installation/relocation of the Sprint Facilities and the CFX Facilities, Sprint shall provide CFX with "As Built" drawings depicting the distance of the lines from the right of way, location of the pull boxes, and bridge attachments. In addition, the parties agree to amend the Indenture to reflect the revised legal description of the relocated easement area, which amendment shall be subject to the reasonable approval of the parties. Further, the parties shall promptly execute and record an easement in favor of Sprint in the public records, depicting the location of the new/relocated Easement Area and terminating, abandoning and vacating the original easement area. Subsequent to the recording of the Indenture amendment and new easement, Sprint's right, title and interest in the original Easement Area, and the conduits located therein, shall be automatically terminated and abandoned.
- 13. In the event that Sprint fails to fulfill its obligations, the remedies set forth in the Indenture, including but not limited to paragraphs 8 and 16, shall apply.
  - a. Per paragraph 8 of the Indenture, if Sprint shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform CFX of its intention to do so and furnish CFX with a reasonable schedule for doing such work, CFX shall have the right, at its option, to perform said work, at the risk and expense of the Sprint.
  - b. Per paragraph 16 of the Indenture, the Easement will revert to CFX upon the failure of Sprint or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by CFX of non-compliance.
- 14. By entering into this Agreement, the parties agree that they are not waiving, relinquishing or releasing any of their causes of action, rights, claims, counterclaims, cross-claims, issues, or defenses arising under any applicable statute, regulation, law, rule of equity, common law or any other source of legal duties or obligations.

- 15. If any part of this Agreement is adjudicated to be invalid, unenforceable or illegal by a court of competent jurisdiction, such adjudication shall not affect or impair in whole or in part, the validity, enforceability or legality of any remaining portions of this Agreement.
- 16. Notwithstanding its place of execution or performance, the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Florida.
- 17. This Agreement may not be modified, amended or supplemented, except in writing duly executed by both parties. No failure or delay in the exercise of any right hereunder, and no course of conduct, shall operate as a waiver of any provision of this Agreement.
- 18. The persons executing this Agreement represent and warrant that they have proper authority to bind their respective principals.
- 19. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one agreement.
- 20. The parties have mutually drafted this Agreement and to the extent there are any ambiguities or uncertainties contained herein, they will not be construed for or against either party hereto as the drafter of this Agreement.
- 21. Per Section 20.055(5), Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section. By entering into this Agreement, Sprint understands and will comply with this subsection.
- 22. Any and all notices under this Agreement shall be in writing and shall be sent via Certified Mail, Return Receipt Requested or by overnight delivery service addressed as follows:

To Sprint: Sprint Property Services

Mailstop KSOPHT0101-Z2040

6391 Sprint Parkway

Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department

Sprint Site ID: MI60XC106 Mailstop KSOPHT0101-Z2020

6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attention: Real Estate Attorney

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attention: Executive Director

With a mandatory copy to: CFX Legal

sufficiency for the reliance of CFX only:

General Counsel of CFX

23. This Agreement shall not be recorded in the Official Records of Orange County or any other county.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BY: Welton G. Cadwell, Chairman Date: Date: Print Name: Print Name: Print Name: Print Name:

# EXHIBIT "A" Original Indenture

#### INDENTURE

THIS INDENTURE made and entered into this 23rd day of JULY , 1984, by and between the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, hereinafter called "Grantor" and GTE SPRINT; COMMUNICATIONS CORPORATION, a corporation licensed to do business in the State of Florida, hereinafter called "Grantee".

## WITHESSETH:

WHEREAS, Grantor is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, upon which and in connection with which it operates a certain highway and appurtenances known as the "Martin Anderson Bee Line Expressway", and

whereas, Grantor, as owner of the real property in connection with said highway, has the full right and power to grant easements upon, through, and across said real property; and

WHEREAS, Grantee desires to secure from Grantor an easement in connection with the installation, maintenance and operation of underground fiber optic cable; and

WHEREAS, Grantor desires to grant and convey unto Grantee an easement for such purposes, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the premises and covenants herein exchanged, and in consideration of the payment by Grantee to Grantor of the consideration hereinafter specified, the parties do agree as follows:

 The Grantor does hereby convey unto the Grantee, its successors and assigns, a 10 foot perpetual non-exclusive easement, subject to the reverters hereinafter set forth, for the following purposes, excluding all others, to construct, operate, maintain, modify, enlarge, replace and remove an underground fiber optic cable through lands of the Grantor on a portion of the Martin Anderson Bee Line Expressway situate in the County of Orange, State of Florida, more particularly described on Exhibit "A" and attached hereto. It is the intent of the Grantor and Grantee that the Grantee will install two 2" I.D. PVC conduit for fiber optic cable for the Grantee's use and two additional 2" I.D. PVC conduit, which shall be the property of the Grantor and which shall become the property of the Grantor upon completion and which may be used by the Grantor in any manner in its sole discretion including, but not limited to, leasing to competitors of the Grantee. The conduit to become the property of the Grantor shall be clearly marked so as to be identifiable from those of the Grantee and shall be equally accessable with those of the Grantee. The right of the Grantee to replace does not include the right to substitute the fiber optic system or any major segment thereof with any different systems unless agreed upon by both the Grantor and Grantee but does relate generally to replacement of equipment and facilities for maintenance purposes and any maintenance, replacement, modification or removal of fiber optic system will be done only in the manner mutually agreed to, in advance, by the Grantor and Grantee.

- 2. Grantee shall pay Grantor for said easement consideration in the amount of SEVENTY THOUSAND and 00/100 DOLLARS (\$70,000.00), said sum to be paid within ten (10) days of the execution of this Agreement, plus cost of materials and installation of the two additional 2° I.D. PVC pipe which are to become the property of the Grantor.
- 3. The rights herein granted include (a) the right of ingress and egress to and from the property of Grantor for the installation, maintenance and operation of said fiber optic system, at such points as shall be necessary and desirable provided that the rights as granted shall not apply to vehicles.

vehicles shall enter and leave only at toll plazas, and (b) except under conditions covered by paragraph 8, relating to changes or improvements in the Martin Anderson Bee Line Expressway right of way, there shall be no structures or encroachments placed or permitted on Grantee's 10 foot easement without the written consent of Grantee. Provided, however, anything contained herein to the contrary not—withstanding, the Grantor shall have the right to ingress and egress and to traverse the easement herein granted and to pave areas of said easement or to permit encroachments or structures thereon which are not inconsistent with the Grantee's use.

# 4. Epocial Conditions:

In connection with the construction, operation and maintenance of the said communications system, the Grantes agrees to:

- (a) Construct crossings of access roads, fills or areas of embankment, toll plazas and structures to include bridges, box culverts and payment areas in the manner and at such locations as shall be prescribed by the Grantor.
- (b) Secure all necessary permits from the respective state, county, railroad, drainage district or other authority. All construction shall be in strict accordance with such permits.
- (c) Maintain, including seeding, fertilizing and mulching, all backfill and other area disturbed by construction until they are restored to the condition existing prior to construction and to the satisfaction of the Grantor.
- (d) Reimburse Grantor for the costs incurred for maintenance crews doing immediate repair and restoration work on

the Martin Anderson Bee Line Expressway during construction of the fiber optic system.

- (e) Furnish traffic control flagmen, warning signs, flares, blinker lights and other safety devices as required by either Grantor or Grantee during construction or maintenance work. The Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Haintenance and Utility Operations 1978, is to be used as a guideline.
- (f) Abide by all regulations for traffic control as prescribed by the Florida Department of Transportation for similar type work and/or the Plorida Highway Patrol.
- damage to existing telephone lines or cables, water, electric, sewer or drainage lines or pipe lines which may be encountered or crossed during construction or maintenance of said fiber optic system. Grantee will be notified in advance of any future system/s that might be placed adjacent to or across the easement.
- (h) Reimburse Grantor for all costs incurred for one or more inspectors during construction operations or wherever deemed necessary by the Grantor.
- (i) Pay tolls for the entrance and exit of all equipment and vehicles of Grantee and its contractors at the prevailing rates.
- (j) Pay all lawful taxes due and owing on sald fiber optic system.
  - 5. Grantee assumes full responsibility for all injuries to or death of, any persons and for damages to property and for all claims, losses or expense which may in any way arise out of construction, maintenance, relocation, change, existence, use or removal of said communications system if caused by negligence of

Grantee, its employees, agents or contractors, and Grantee shall indemnify and save Grantor harmless from all liens, losses, expenses or claims of any sort, including loss of revenue, which may arise out of or by reason of the exercise of the rights granted herein and shall defend on behalf of the Grantor any suit brought against said Grantor for any such damage, injury or death.

- 6. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of the Grantor in the land to be entered upon and used by Grantee, which said right, title and interest is the ownership in fee simple of all of the real property used in connection with said Martin Anderson Bee Line Expressway. The Grantee will, at all times, assume the risk of and indemnify and save harmless Grantor from and against any and all loss, damage, cost or expense, arising in any manner, or growing out of the exercise or attempted exercise by the Grantee of the herein granted rights and privileges, as to any of the lands not owned in fee simple by the Grantor.
- 7. Upon the failure, neglect or refusal of Grantee, upon notice in writing from the Grantor, to immediately perform any repair work on said Martin Anderson Bee Line Expressway, its access roads, or other improvements, or other property of the Grantor which may be affected by Grantee in the exercise of the rights granted hereunder, the Grantor may undertake and perform such repair work, and upon receipt of bills for such repair work from the Grantor, Grantee shall forthwith reimburse Grantor for such costs reasonably so incurred.
  - In the event that it shall become necessary to rearrange, remove or relocate the fiber optic system and the two

2" I.D. PVC conduit which are the property of the Grantor and which have not been leased by Grantor to anyone other than a governmental entity to accommodate changes or improvements on or to the Martin Anderson Bre Line Expressway and such rearrangements, removals and relocations are reasonably required for such purposes, they will be made by the Grantee at its own expense upon written notice from the Grantor to do so; provided, however, that if the Grantee shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform Grantor of its intention to do so and furnish the Grantor with a reasonable schedule for doing such work, the Grantor shall have the right. at Ita option, to perform said work, at the risk and expense of the Grantee. The provisions of this paragraph are for the exclusive protection of the Grantor, or its successors in title, nearby municipalities and countles in which the Martin Anderson Bee Line Expressway is located and shall not apply to any conflict of the Grantee's facilities with improvements contemplated or requested by other parties. Notices to Grantee shall be sent to GTE SPRINT COMMUNICATIONS CORPORATION, P.O. Box 974, 1 Adrian Court, Burlingame, California 94010, Attention: Network Real Estate. In construing this paragraph, it is the intent of the parties that they will each fully cooperate with the other and that the Grantee shall make such changes and relocations as may be necessary to accomplish Grantor's purposes and further, the Grantor will cooperate with the Grantee to the end that such changes and relocations shall be held to the minimum necessary to accomplish the Grantor's purposes, thereby causing a minimum of disturbance to the Grantee's system.

10. The rights herein granted to the Grantee may only be assigned or transferred in whole or in part to wholly-owned subsidiaries of the Grantee and such assignments shall provide

for the termination should the assignee cease to be a whollyowned subsidiary of the Grantee and provided further that such
assignment or transfer shall not relieve the new owner or Grantee
of any of the duties, obligations or liabilities imposed upon the
Grantee by this instrument.

- 11. Grantee will, if requested in writing by Grantor, file with the Grantor and its Trustee, copies of all contractor's, performance bonds affecting any work or service in connection with the construction of the fiber optic system within the easement herein conveyed.
- 12. The work of constructing and installing the fiber optic system upon and within the easement hereby granted, shall be carried out within a construction period of six (6) months to commence at a date to be agreed upon by the Grantor and the Grantee, unless said construction is modified or extended by mutual agreement of the Grantor and the Grantee.
- (a) For the purpose of this Agreement, the construction of said communications system shall be considered complete when the trench has been backfilled and the grading and seeding (restoration) work completed as specified in paragraph 4(c), and all incidental cleanup work has been completed.
- dinate to the rights of the Grantee herein shall be subordinate to the rights of the bondholders or to holders of bonds which from time to time in the future may be issued for the purposes of providing funds to construct any additional projects under and secured by the 1965 Trust Indenture, the 1970 Supplemental Trust Indenture and subsequent supplemental trust indentures. The easement granted herein shall also be subordinate and inferior to the Lease Purchase Agreement between the Orlando/Orange County Expressway Authority and the State Road

Department of Florida, executed in connection with the 1965 Trust Indenture and the Supplemental Lease Purchase Agreeent between the Division of Bond Finance of the Department of General Services of the State of Florida, and the Orlando/Orange County Expressway Authority and the Department of Transportation of the State of Florida, executed in connection with the 1970 Supplemental Trust Indenture and such future lease purchase agreements as may be executed in connection with the sale of bonds to finance additional projects.

- 14. The Grantee herein agrees that it will, if called upon, execute such papers or documents as are necessary to effect such subordination in connection with any past or future trust indentures of the Orlando/Orange County Expressway Authority.
- 15. The term of this easement shall be subject to the conditions hereinbefore set forth.
- occurrence of any of the following occurrences:
  - (a) Pailure of the Grantee or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by the Grantor of non-compliance.
  - (b) Abandonment by the Grantee or its assignee.
  - (c) Attempted involuntary encumbrance, (whether by judgment, attachment or other form attempted by third-party imposition) or, in the event of

filing of bankruptcy, arrangement for creditors, or any other form of insolvency proceeding - state or federal - (voluntary or involuntary).

17. Time shall be of the essence in the Indenture.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY

Chairman

Secretary-Treasurer

GTE SPRINT COMMUNICATIONS CORPORATION

By: D Snawlariz UP Engineering Grantes

ATTEST:

ASSISTANT SECRETARY

APPROVED BY:

DEPARTMENT OF TRANSPORTATION OF THE STATE OF PLORIDA

By: John APP

OVEQ - FISCATIONION OF

PARTMENT OF TRANS

Allquiji

The

COUNTY OF San Mateo

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared . Space of S

WITNESS my hand and official seal in the County and State last aforesaid this / 1700 day of ULL 1984.

JOYCE B. CHAN
NOTARY PUBLIC-CALIFORNIA
Principal Office in SAII MATED County
My Commission Expires Nov. 13, 1935

Notary Public

My Commission Expires: 11-15-65

# GTE/SPRINT EASEMENT

# EXHIBIT "A"

A ten foot easement lying 5 feet left and 5 feet right of the following described centerline:

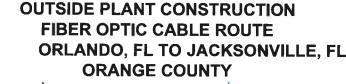
- 1. Beginning at a point 67 feet south of the centerline of the Bee Line Expressway and its intersection with SR-15 at the northeast corner of Section 36. Township 23 South, Range 30 East, in Grange County, Florida; thence in an easterly direction parallel with and 67 feet south of the centerline of the said Bee Line Expressway, a distance of 91,220 feet, more or less to a point 67 feet south of the intersection of the said Bee Line Expressway and SR-520 at the northeast corner of Section 35. Township 23 South, Range 33 East, in Orange County, Florida. At points where obstructions, topography or other considerations may require location of Grantee's communications system elsewhere than on the easement as described, it shall be placed in such locations as shall be agreed upon between the Grantor and Grantee.
- At completion of installation, an "As Built" set of drawings (mylar/sepia) showing distance of cables from right-of-way, location of pull boxes and bridge attachments will be submitted to the Orlando-Orange County Expressway Authority for future reference.
- The 2" PVC conduits will be color coded as to ownership and have metal tape attached for detection.

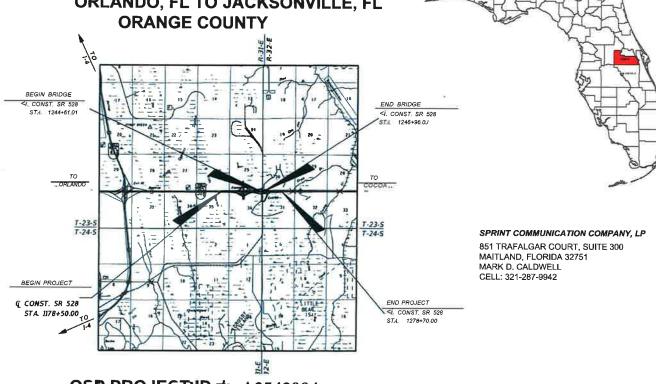
# EXHIBIT "B" CONSTRUCTION PLANS



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OSP PROJECTID #: A2542004

# FL ORLANDO S.R. 528 AT INNOVATION WAY FOC RELOCATION



PROPRIETARY
INFORMATION
NOT FOR DISCLOSURE
OR REPRODUCTION

SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL \*ONE CALL CENTER OR CALL SPRINT'S CALL - BEFORE - YOU - DIG CENTER AT 1-800-521-0579 AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

	Sprint 🥍	y 34	11"X17"(B)	NTS NTS
			22°X34°(D)	
			REL-DATE	ISSUE-NO
DRAWING NUMBER	FIBER OPTIC R	OUTE	RECORD I	DRAWING
A1971045	CABLE ROUTE DETAIL ORLANDO, FL TAMPA, FL.			
NT NO; 1				
S: MARK D. CALDWELL SPRINT COMMUNICATION				
	QUEET 1 OF 11	M	TMDK246 NO	000 000

PRINTED SHEET SIZE / DRAWING SCALE



# **GENERAL NOTES**

- 1. ALL WORK TO BE DONE WITH EXTREME CAUTION!! FIBER OPTIC CABLE IS CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOST OF REVENUE. CONTRACTOR SHALL NOT WORK IN A MANNER THE MAY EFFECT TRAFFIC - CARRYING FACILITIES IN THE ABSENCE OF SPRINT ENGINEER OR INSPECTOR.
- The CONTRACTOR WILL USE EXTREME CAUTION DURING ALL PHASES OF THE PERFORMANCE OF THE CONTRACT. THE WORK WILL BE PERFORMED IN CLOSE PROXIMITY OF OTHER FACILITIES.
- ALL WORK SHALL BE COMPLETED IN THE PRESENCE OF AN SPRINT ENGINEER OR INSPECTOR.
- ALL INGREE/EGRESS TO THE CONSTRUCTION SITE SHALL BE ON PUBLIC RIGHT-OF-WAY TO THE PRESCRIBED RIGHT-OF-WAY OR UTILITY EASEMENT SHOWN ON CONSTRUCTION DRAWINGS.
- ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY. SPRINT CORPORATION, OR RIGHT-OF-WAY GRANTOR.
- ALL WORK PREFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND UTILITY ACCOMMODATION MANUAL.
- ALL WORK AND MATERIAL SHALL COMPLY WITH SPRINT SPECIFICATIONS FOR CONSTRUCTION INSTALLATION.
- UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT ARE NOT NECESSARILY EXACT AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICTS.
- ALL KNOWN BURIED OBSTRUCTION ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR, IF DAMAGED.
- 10. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED. THE SPRINT ENGINEER OR INSPECTOR SHOULD BE NOTIFIED AND THEN THE GOVERNING AGENCY NEEDS TO BE NOTIFIED.

- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES. HE SHALL PROTECT, SHORE, BRACE, SUPPORT AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER UNDERGROUND CONSTRUCTION UNCOVERED OR OTHERWISE AFFECTED BY THE CONSTRUCTION WORK PERFORMED BY HIM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, CURBS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, STORM DRAINS, BRIDGES OR PRIVATE PROPERTY OR FACILITY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY MOVING, HAULING OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR MEN TO AND FROM THE WORK AREA ON ANY SITE THEREOF, WHETHER BY HIM OR HIS SUBCONTRACTORS.
- 13. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING DISTURBED RIGHT-OF-WAY, ASPHALT OR CONCERT EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC. OR UTILITY EASEMENT TO AS GOOD OR BETTER CONDITION.
- 14. THE CONTRACTOR IS RESPONSIBLE FOR PROPER SEDIMENT AND EROSION CONTROL DURING CONSTRUCTION OPERATIONS.
- EXTREME CARE SHALL BE EXERCISED TO AVOID HITTING OR CAUSING DAMAGE TO SUBSURFACE OBSTRUCTIONS. THE CONTRACTOR IS TO NOTIFY EACH UTILITY OWNER OF 72 HOURS PRIOR TO CONSTRUCTION AND PROVIDE ERICSSON ENGINEER WITH A WRITTEN RECORD OF EACH UTILITY OWNER NOTIFIED AND DATE OF NOTIFICATION ALONG WITH THE NAME AND PHONE NUMBER OF UTILITY CONTACT, THE PROPOSED CONDUIT MAY BE PLACED ABOVE OR BELOW THE FOREIGN PLANT DEPENDING ON THE DEPTH OF THAT PLANT AND THE REQUIRED DEPTH OF PROPOSED CONDUIT. A MINIMUM SEPARATION OF TWELVE INCHES BETWEEN THE PROPOSED CONDUIT AND FOREIGN PLANT SHALL BE MAINTAINED. EXTRA TRENCH DEPTH MAY BE REQUIRED TO SATISFY THE ABOVE CONDITIONS.
- THE CONTRACTOR SHALL MAKE WITHOUT DELAY SATISFACTORY AND ACCEPTABLE ARRANGEMENTS WHICH THE AGENCY OR AUTHORITY HAVING JURISDICTION OVER, THE DAMAGED PROPERTY, SURFACE, STRUCTURE OR FACILITY CONCERNING ITS REPAIR OR REPLACEMENT OR PAYMENT OF COST INCURRED IN CONNECTING WITH SAID DAMAGED.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE CORRECT MOT FROM THE FDOT INDEX
- THE CONTRACTOR WILL ENSURE 100% INSPECTION OF ALL WORK-PERFORMED MEETS SPRINT STANDARD AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL TOLLS EXPENSE ASSOCIATED WITH THIS WORK.

PID: A1971045

ENG : MARK D. CALDWELL

CO: SPRINT COMMUNICATION APPO DATE: 03/04/2015



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SPRINT COMMUNICATION COMPANY, LP

851 TRAFALGAR COURT, SUITE 300 MAITLAND, FLORIDA 32751 MARK D. CALDWELL CELL: 321-287-9942



Sprint FIBER OPTIC ROUTE RECORD DRAWING DRAWING NUMBER

CABLE ROUTE DETAIL ORLANDO, FL. - TAMPA, FL.

SHEET 2 OF 11

NTWRK246-00-000-883

REL-DATE

PRINTED SHEET SIZE / DRAWING SCALE

ISSUE-NO

# CONSTRUCTION NOTES



- CABLE TO BE PLACED IN FULL LENGTHS WITH NO CUTS. WILL NEED APPROVAL FROM SPRINT ENGINEER OR INSPECTOR.
- DIRECTIONAL BORES 2-INCH HDPE-SDR 11 WILL BE MIN DEPTH OF 42-INCHES UNLESS OTHERWISE NOTED ON CONSTRUCTION DRAWINGS,
- 3, CABLE TO BE PULLED IN BY ANY METHOD FROM HAND HOLE. TO HAND HOLE, USE FIGURE 8 LAYOUT WHERE NEEDED.
- 4. CABLE WILL NOT BE BENT UNDER ANY CIRCUMSTANCES IN A RADIUS NOT TO EXCEED 10X THE DIAMETER OF CABLE.
- ONE HUNDRED AND TEN FEET OF CABLE WILL BE LEFT FROM GROUND LEVEL AT EVERY SPLICE POINT UNLESS OTHERWISE NOTED ON CONSTRUCTION DRAWINGS
- CAUTION!! MAXIMUM CABLE PULLING TENSION IS 600 POUNDS PSI. 600 PSI BREAKAWAY WILL BE USED ON ALL CABLE PULLS
- CONTRACTORS WILL BE REQUIRED TO PROVIDE ADEQUATE AMOUNT OF CREWS TO MEET THE IN-SERVICE DATE.
- 8. WARNING TAGS TO BE PLACED ON PROPOSED FIBER IN EACH HANDHOLD.
- 9 CONTRACTOR WILL NOT LEAVE NO OPEN TRENCHES AT NIGHT, AND WILL BE REQUIRED TO LEAVE A GUARD ON CABLE OR CABLE REELS 24/7
- SIX INCH (6") ORANGE WARNING TAPE WITH SPRINT LOGO IN TRENCH 18-INCHES ABOVE FIBER OPTIC CABLE AND CONDUIT.
- CABLE MARKERS 10' STUB-POLES WITH CAUTION SIGN WILL BE PLACED AS INDICATED ON PRINTS AT RW LINE OR BY SPRINT INSPECTOR;
- 12. ALL CONDUIT WILL BE 2-INCH HDPE-SDR 11 UNLESS OTHERWISE SPECIFIED ON CONSTRUCTION DRAWINGS.
- 13. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY, SEE CONTACTS COVER SHEET FOR CONTACT NAME AND TELEPHONE NUMBER.
- ALL UNDERGROUND OBSTRUCTIONS, WHEN LOCATED, WILL REQUIRE THE PLACEMENT OF BURIED CABLE MARKER AND THE PLACEMENT OF 4" MANUFACTURED SPLIT STEEL SCHEDULE 40 OVER OR UNDER EACH OBSTRUCTION.
- ALL BURIED CONDUIT WILL BE PLACED AT 42-INCHES MINIMUM COVER FROM TOP CONDUIT UNLESS SPECIFIED OTHERWISE ON CONSTRUCTION DRAWINGS.
- 16. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.
- 17. MECHANICAL PROTECTION SHALL BE REQUIRED ANYTIME A 36" MINIMUM COVER IS UNOBTAINABLE UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION DRAWINGS. ANY INSTALLATION THAT CANNOT MEET THE 36" COVER REQUIREMENT WILL REQUIRE APPROVAL FROM FDOT BEFORE INSTALLATION AND MUST ALSO FOLLOW SPRINT SPECIFICATIONS WITH STEEL PIPE AND FULL BNCASEMENT WITH FDOT APPROVAL.
- ALL 90 DEGREE BENDS IN CONDUIT CONSTRUCTION WILL BE A MINIMUM 38.2\* RADIUS UNLESS SPECIFIED OTHERWISE ON DRAWINGS.
- 19. OPERATIONS PERSONNEL TO BE CONTACTED BY THE CONTRACTOR 48 HOURS PRIOR TO CONSTRUCTION. SEE CONTACTS ON COVER SHEET FOR NAME AND TELEPHONE NUMBER.
- ALL STATIONING IS BASED ON AS-BUILT INFORMATION, THEREFORE SOME VARIANCE SHOULD BE ANTICIPATED. ADJUSTMENTS WILL BE MADE BY THE DIRECTION BY THE SPRINT ENGINEER OR INSPECTION.

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SPRINT COMMUNICATION COMPANY, LP

851 TRAFALGAR COURT, SUITE 300 MAITLAND, FLORIDA 32751 MARK D. CALDWELL CELL: 321-287-9942

Sprint 🥍

PRINTED SHEET SIZE / DHAWING SCALE

11"X17" (8) NTS

22"X34" (10) NTS

RELEASE DATE ISSUE-NO

REL-DATE ISSUE-NO

DRAWING NUMBER
PID: A1971045
PRINT NO: 1
ENG: MARK D. CALDWELL
CO. SPRINT COMMUNICATION
APPD DATE: 0/2004/2015
SI

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

SHEET 3 OF 11

NTWRK246-00-000-883

F. 860-43 2.140



# CONTACTS

# **UTILITY CONTACTS**

Company Name	Contact	Phone Number
AT&T	Nancy Spence	770-918-5424
Florida Gas Trans.	Joseph Sanchez	407-838-7171
CFX Authority	Scott Kamien	407-806-4178
Orlando Telephone Co.	Bill Lean	407-996-1149
TECO Peoples Gas	Deborah Frazier	407-220-6609
AT&T Distribution	Dino Farruggio	561-997-0240

# FDOT - CONTACTS

Company Name Contact Phone Number

# **ORANGE COUNTY CONTACTS**

Company Name Contact Phone Number Orange County Utilities David Shorette 407-254-9764

# CSX RR CONTACTS

Company Name Contact Phone Number

# CITY OF ORLANDO CONTACTS

Company Name Contact Phone Number Orlando Utilities Comm. Ron Hawkins 407-434-2569



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PROPRIETARY INFORMATION NOT FOR DISCLOSURE OR REPRODUCTION

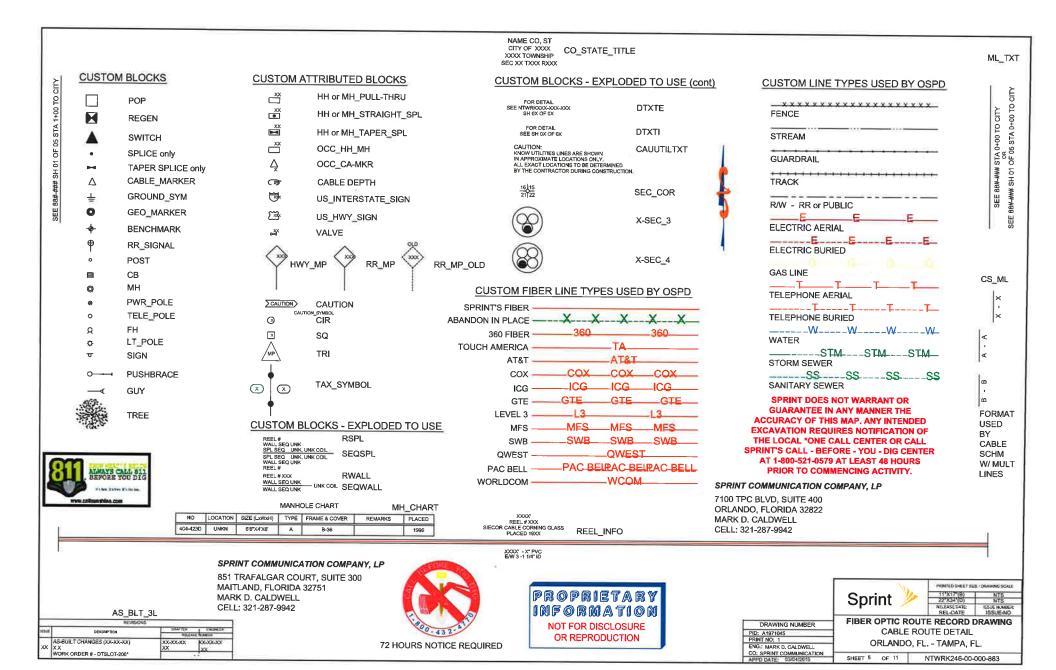
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ENG: MARK D, CALDWELL CO: SPRINT COMMUNICATION	┡

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FIBER OPTIC ROUTE RECORD DRAWING CABLE ROUTE DETAIL ORLANDO, FL. - TAMPA, FL.

NTWRK246-00-000-883

SHEET 4 OF 11





# **CONSTRUCTION DETAILS**

TYPICAL DETAIL "B"

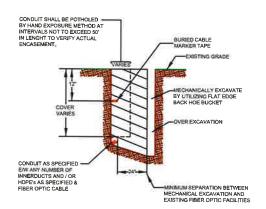
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TYPICAL DETAIL "C"
CROSS SECTION OF PROPOSED HDPE



# TYPICAL DETAIL "A" EXPOSE CONDUIT BY POTHOLE / SIDE EXPOSURE METHOD



# DIRECTIONAL BORE CROSS SECTION EXISTING GRADE 42° MIN, COVER CONDUIT AS SPECIFIED EW ANY NUMBER OF INNERDLUCTS AND JOR HDPE'S AS SPECIFIED FIERR OPTIC CABLE FIERR OPTIC CABLE

#### TYPICAL DETAIL "F"

DIRECTIONAL BORE ORESY CROSS SECTION

15 FEET MIN DEPTH FROM HEAD WALL TO HEAD

WALL OF BRIDGE

BOTTOM OF CREEK

CONDUIT AS SPECIFIED &

WAS SPECIFIED &

FISHER DUCKES AND THE SPECIFIED &

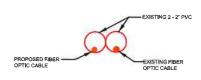
FISHER DUCKES AS SPECIFIED &

FISHER DPTIC CABLE

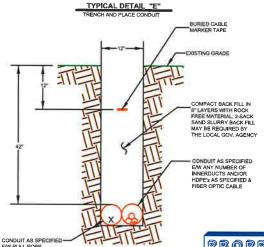
FISHER OPTIC CABLE

FISHER OPTIC CABLE

# TYPICAL DETAIL "D" CROSS SECTION OF EXISTING PVC



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###\(\) | PHENT SATE | CHAMPING SCALE

11"X17"|3) | NTS

22"X34"(D) | NTS

RELEASE DATE | ISSUE NUMBER:

REL-DATE | ISSUE NUMBER:

FIBER OPTIC ROUTE RECORD DRAWING

CABLE ROUTE DETAIL

ORLANDO, FL. - TAMPA, FL.

SHEET 6 OF 11

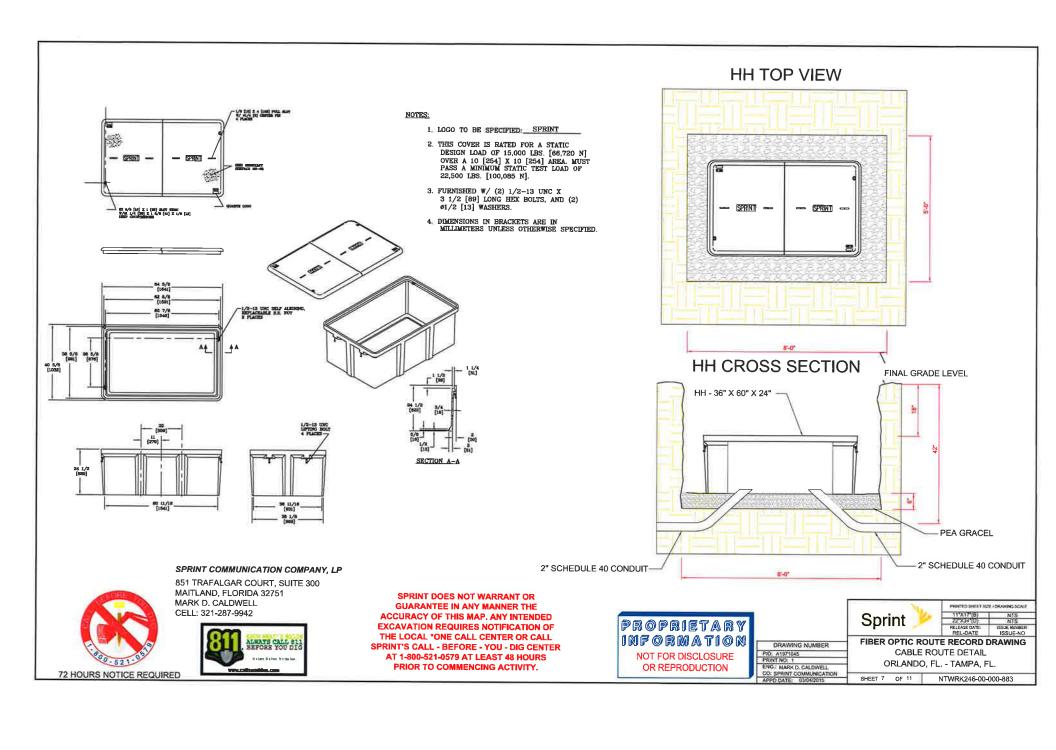
DRAWING NUMBER

CO: SPRINT COMMUNICATION APPD DATE: 03/04/2015

PID: A1971045

PRINT NO: 1

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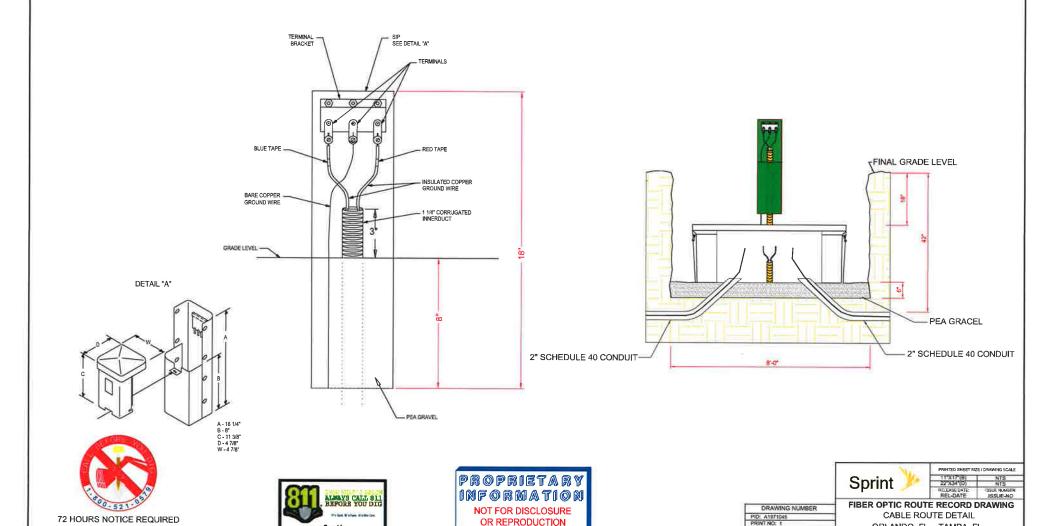
ORLANDO, FL. - TAMPA, FL.

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SHEET 8 OF 11

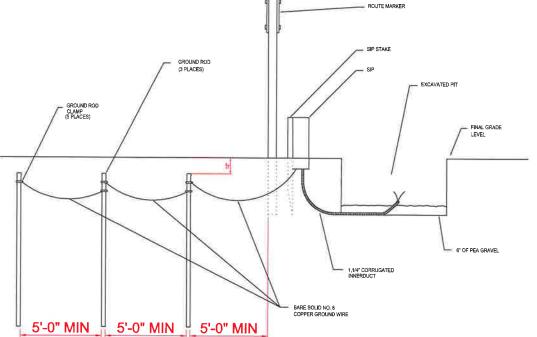
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#### SHEILD ISOLATION POINT DETAIL



OR REPRODUCTION

## **GROUND ROD PLACEMENT DETAIL**



#### SPRINT COMMUNICATION COMPANY, LP

851 TRAFALGAR COURT, SUITE 300 MAITLAND, FLORIDA 32751 MARK D. CALDWELL

MARK D. CALDWELL CELL: 321-287-9942

#### NOTES:

THE GROUND RODS SHOULD BE SEPARATED BY A DISTANCE EQUAL TO THEIR LENGTH. A 5' MINIMUM MUST BE MAINTAINED.

PREFERABLE METHOD IS TO STACKED GROUND RODS UNTIL 25 OHM IS REACHED.





PROPRIETARY
INFORMATION
NOT FOR DISCLOSURE
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1	DRAWING NUMBER
Г	PID: A1971045
П	PRINT NO: 1
Г	ENG.: MARK D. CALDWELL

Sprint 🎾	PRINTED SHEET SIZE / DRAWING SCALE		
	11"X17"(b) 22"X34"(D)	NTS NTS	
	RELEASE DATE: REL-DATE	ISSUE NUMBER:	

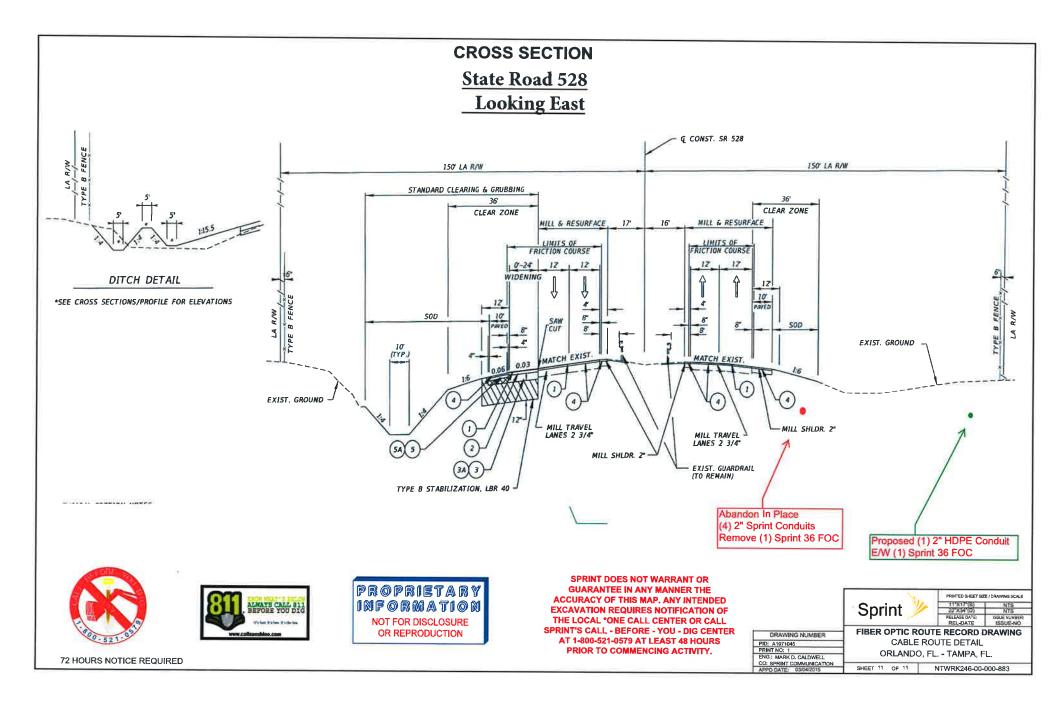
FIBER OPTIC ROUTE RECORD DRAWING

CABLE ROUTE DETAIL

ORLANDO, FL. - TAMPA, FL.

SHEET 9 OF 11

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⇒ Lane Identification + Direction of Traffic

# GENERAL NOTES

- If the work operation (excluding establishing and terminating the work area), requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in accordance with Index No. 612.
- 2. No special signing is required.
- 3. This index also applies when work is being performed on a multilane undivided highway.
- 4. This index also applies to work performed in the median behind an existing barrier or more than 15 from the edge of travel way, both roadways. Work performed in the median behind curb and gutter shall be in accordance with Index No. 612.
- 5. When a side road intersects the highway within the work area, additional traffic control devices shall be placed in accordance with other applicable TCZ Indexes.
- 6. When construction activities encroach on a sidewalk, refer to Index No. 660.
- 7. For general TCZ requirements and additional information, refer to Index No. 600.

#### CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST DESCRIPTION: REVISION 07/01/05



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 $\Longrightarrow$ 

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FDOT 2014 DESIGN STANDARDS

MULTILANE WORK OUTSIDE SHOULDER

 $\Leftrightarrow$ 

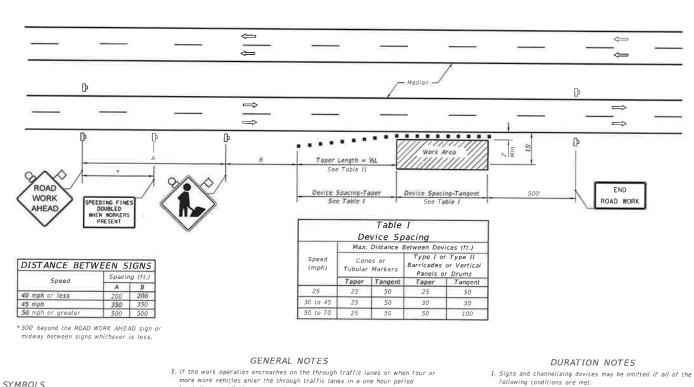
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Offset zone:

a. Behind an existing barrier, b. More than 2' behind the curb, c. 15' or more from the edge of travel way.

> NO. 611

sнеет NO. **1 of 1** 



- a. Work operations are 60 minutes or less.
- b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating,

#### 43L (Ft.) Speed Notes (mph) 10' 12' Shidr, Shidr, Shidr, 35 25 28 42 30 50 40 60 WS2 55 68 82 35 72 90 107 45 120 150 180 167 50 133 200 147 55 183 220 1=WS 60 160 200 240 65 173 217 260 70 187 233 280

Table II

Taper Length - Shoulder

- minimum shoulder width
- V<sub>3</sub>L = Length of shoulder taper in feet
- W = Width of total shoulder in feet(combined paved and unpaved width)
- S = Posted speed limit (mph)



Work Area

Sign With 18" X 18" (Min.) Orange Flag And Type B Light

- Channelizing Device (See Index No. 600)
- Work Zone Sign
- ⇒ Lane Identification + Direction of Traffic

DESCRIPTION:

- (excluding establishing and terminating the work area), a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the
- 2. This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
- $3_{\odot}$  When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
- 4. WORKERS signs to be removed or fully covered when no work is being performed.
- 5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- $heta_{\pi}$  When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- 7. For general TCZ requirements and additional information, refer to Index No. 600.

#### CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY

LAST REVISION 07/01/07



FDOT 2014 **DESIGN STANDARDS** 

MULTILANE, WORK ON SHOULDER

INDEX SHEET NO. NO. 1 of 1 612

