

**Via Email Delivery. This Agreement supersedes previously dated Agreements regarding relocation of the Facilities.**

9/27/2019

Brent Berry, Utility Coordinator  
City of Olathe, Kansas  
100 E Santa Fe St.  
Olathe, KS; 66061-3409  
BBerry@OLATHEKS.ORG

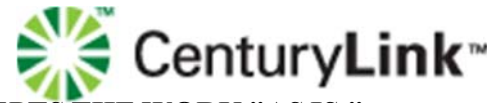
**Re: Relocation of CenturyLink Telecommunications Facilities – Mahaffie Circle**  
(151st St. to Old 56 Hwy) Olathe, KS (“Address”)

Dear Brent Berry,

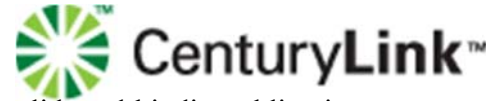
City of Olathe, Kansas (the “Requestor”) has contacted the below referenced affiliate(s) of CenturyLink, Inc. regarding relocation, protection and/or adjustment of CenturyLink’s telecommunications facilities, including those facilities as set forth in Exhibit A, (the “Facilities”), located in the vicinity of Mahaffie Circle (151st St. to Old 56 Hwy), City of Olathe, Johnson, Kansas, for the benefit of a site development project.

The current location of the Facilities is set forth in the description attached hereto as Exhibit A. To avoid all identified conflicts between the Facilities and the Requestor’s project, CenturyLink will adjust, protect and/or relocate its Facilities as further described in Exhibit B, subject to the following terms and conditions:

- (1) The government or private entity owning or otherwise controlling the underlying property whereupon the Facilities are located or are to be relocated, if so required, first grant to CenturyLink the complete authority to perform the work described in Exhibit B.
- (2) CenturyLink will coordinate and perform all relocation work (the “Work”) described in Exhibit B. CenturyLink will use reasonable efforts to perform all Work from within the area where the Facilities are located or are to be relocated, however, where CenturyLink is required to perform the Work from a third party's property, CenturyLink will endeavor to do so, at Requestor’s sole cost and expense. In addition, Requestor shall obtain any necessary permission for CenturyLink to perform the Work. CenturyLink will use reasonable efforts to minimize the impact of such Work.
- (3) Requestor will first provide CenturyLink with a check in the amount of **\$71,566.88** prior to the relocation Work beginning for the estimated cost of the Work as set forth in Exhibit C. The check should be made out to CenturyLink Communications, LLC and sent to the address listed in Exhibit C below.



- (4) **UPON COMPLETION, REQUESTOR ACCEPTS THE WORK "AS IS." CENTURLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (5) In the event that circumstances arise that cause the cost and expense of performing the Work to exceed the estimate, CenturyLink will make an adjustment to the estimate. Requestor will pay such additional amounts within thirty (30) days of written notice from CenturyLink. A failure to pay such amount shall cause same to bear interest from the due date until payment is received at a rate of one and one half percent (1 1/2%) per month, compounded annually.
- (6) Requestor will indemnify and defend CenturyLink, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any loss, cost, damage, and expense of whatever kind, including, but not limited to, the cost of obtaining any authorizations required to relocate the Facilities (collectively "Claims"), arising directly or indirectly from (a) the Work, (b) the use or occupancy of the New Facility Location, or (c) Requestor's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of the Requestor or Requestor's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such Claims shall include attorneys' fees and court costs. The provisions of this paragraph (6) shall survive the performance of the Work and any termination of this Agreement.
- (7) Each party shall obtain and maintain during the course of the Work, the following insurance: (a) Commercial General Liability (for bodily injury) with combined single limit of not less than \$5,000,000.00 each occurrence or its equivalent; (b) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (c) Automobile Liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident.
- (8) The execution of this Agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.



- (9) This Agreement constitutes the complete legal, valid, and binding obligation of the parties hereto with regard to the Work and relocation of the Facilities and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement, modification, or termination of this Agreement shall be enforceable unless executed in writing by both parties.
- (10) If any part of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this Agreement.
- (11) This Agreement shall be construed under the laws of the State in which the Facilities are located.
- (12) This Agreement shall become effective on the date signed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this Agreement and delivering a check in the amount set forth above to the undersigned. CenturyLink will countersign this Agreement and thereafter work with underlying property owner or governing locality to coordinate a construction start date and the times for performing the Work.

Sincerely,

Derek Broeker

RELO PM  
Dept: Relocations  
1025 Eldorado Blvd.  
Broomfield, CO 80021-8254  
derek.broeker@centurylink.com

APPROVED AND AGREED TO:  
CenturyLink Communications, LLC

APPROVED AND AGREED TO:  
City of Olathe, Kansas

Name: \_\_\_\_\_

Name: Michael E. Copeland .

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

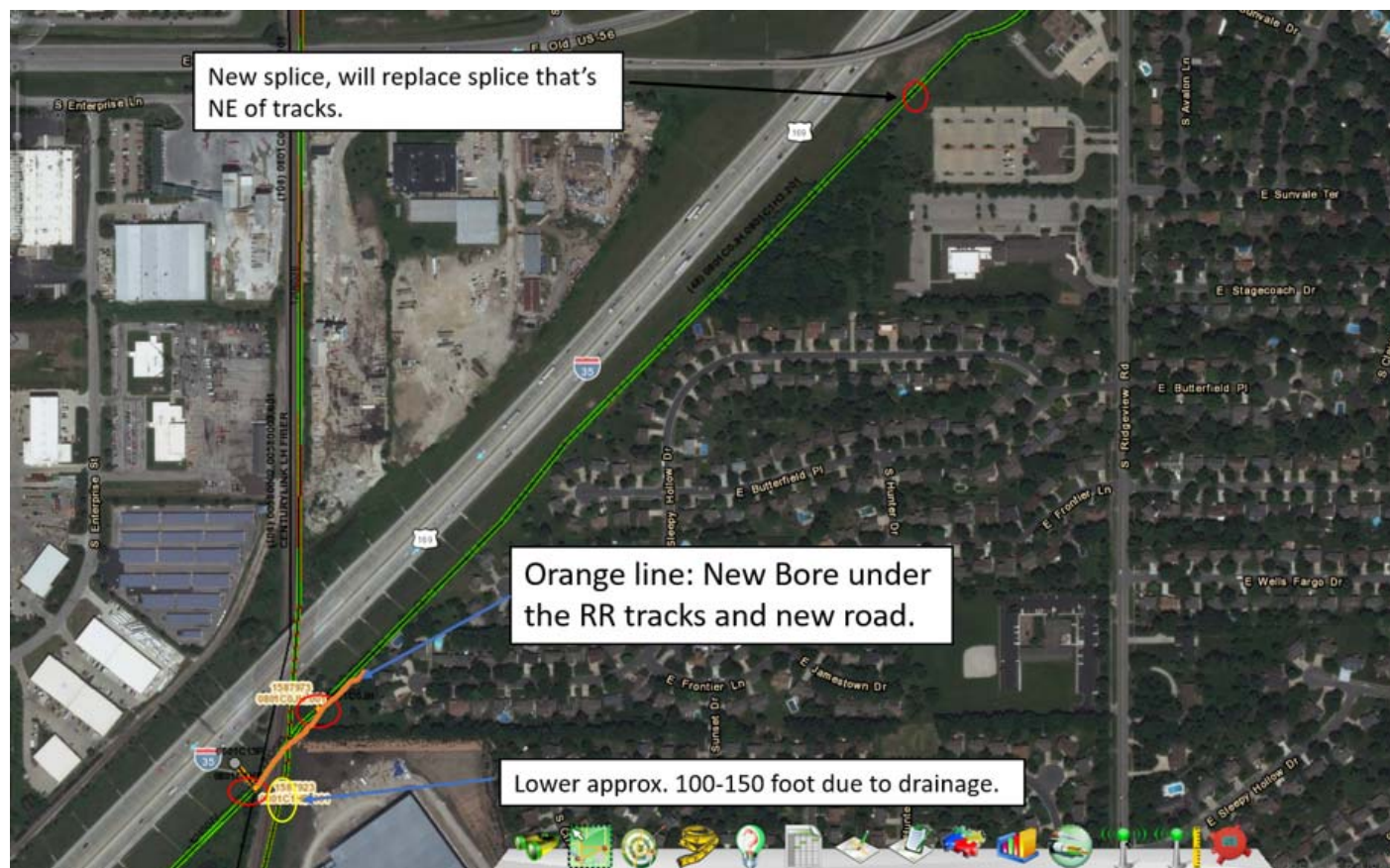
Title: Mayor .

Date: \_\_\_\_\_

Date: \_\_\_\_\_

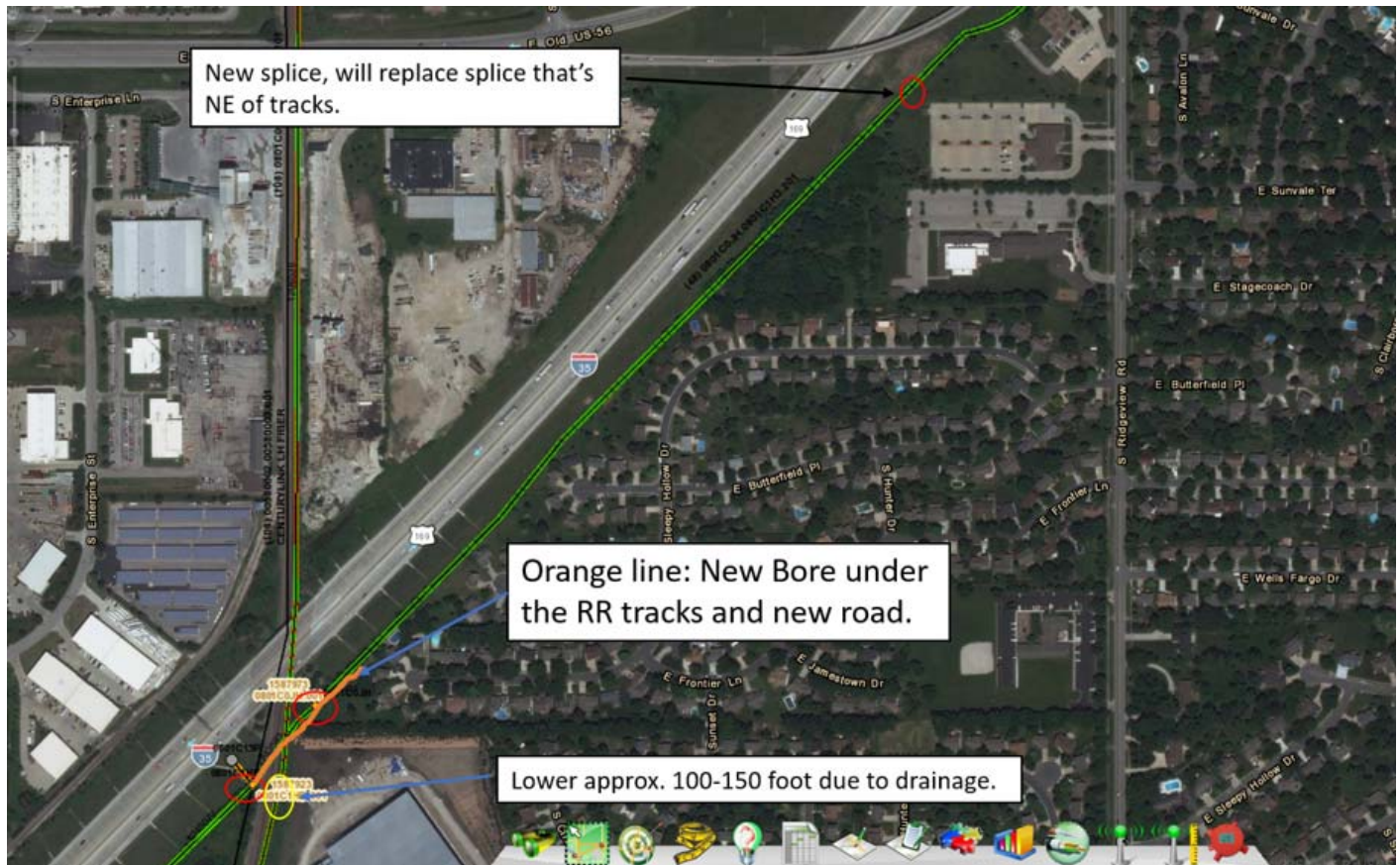
### Exhibit A

(Current Location of Facilities in ROW)






### Plan for protection, adjustment or relocation of Facilities



### Exhibit C

#### (Cost Breakdown and Remittance Information)

 <b>CenturyLink®</b>		<b>Relocation Project Cost Estimate - URA</b>
<b>Relocation Project Tracking #:</b>	<b>113258</b>	
<b>FW Project Name:</b>	<b>RELO LH 113258 Mahaffie Circle (Olathe, KS)</b>	
<b>Customer Name:</b>	<b>City of Olathe, Kansas</b>	
<b>Internal Project Code</b>	<b>N.609130.C.27</b>	
<b>GL Code:</b>	<b>82441000</b>	
<b>Construction Netbuild #:</b>	<b>N537744</b>	
<b>Legacy Network Builder:</b>	<b>Select Network For Project</b>	
<b>RELO PM Contact Info:</b>	<b>Derek Broeker; 636-887-4747</b>	
<b>Invoice Number:</b>	<b>RELO_115-190045</b>	
<b>Customer Number:</b>		
<b>Description</b>	<b>Cost</b>	
Outside Plant Construction / Materials	\$32,475.13	
Engineering / Inspection	\$4,068.05	
Fiber Optic Cable Purchased	\$1,900.00	
Fiber Optic Testing / Splicing	\$3,139.40	
Special Permits / RR / Traffic Control	\$13,300.00	
<b>Subtotal:</b>	<b>\$54,882.58</b>	
Internal Cost Percentage	30.40%	
CenturyLink Internal G&A Cost	\$16,684.30	
<b>Total payment due:</b>	<b>\$71,566.88</b>	

#### General instructions for requestor:

1. Agreement must be scanned back in color to RELO PM – via email for counter execution.
2. Please do not mail agreement as I am remote, and this may delay your project timeline in final execution.
3. Either the CenturyLink or Level 3, W-9 is included as page 2 of the invoice for your Accounts Payable team use and check payable info.
4. Please scan/email a copy of your check to [derek.broeker@centurylink.com](mailto:derek.broeker@centurylink.com) RELO PM, before mailing.
5. Please remit copy of this invoice with your payment. Place both into a UPS letter envelope, affix provided prepaid label and drop at any UPS collection site.

#### Remit copy of invoice with payment via prepaid UPS return service label to:

CenturyLink Communications  
 Attn: Ashley Tran; 4000-41C-301 / RELO  
 1025 Eldorado Blvd.  
 Broomfield, CO 80021