RELOCATION AGREEMENT
BOUNDARY STREET PROJECT, BEAUFORT, SC

This Relocation Agreement (the "Agreement") is made between the City of Beaufort, South Carolina (the "City"), and United Telephone Company of the Carolinas, LLC dba CenturyLink and its affiliates ("CenturyLink").

RECITALS

A. WHEREAS, the City has undertaken a certain public improvement project within the City, hereafter referred to as the "Boundary Street Project";

B. WHEREAS, CenturyLink owns certain facilities within the Boundary Street Project area;

C. WHEREAS, the City desires that CenturyLink relocate its facilities within the Boundary Street Project area, such relocation to include the undergrounding of aerial facilities;

D. WHEREAS, CenturyLink's position is that it should not be made to bear all costs associated with the subject relocation of its facilities; and

E. WHEREAS, CenturyLink has agreed to relocate its facilities within the Boundary Street Project area, expressly subject to the terms stated herein.

AGREEMENT

NOW THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CenturyLink agree as follows:

1. Relocation of Facilities. CenturyLink agrees to relocate its facilities within the Boundary Street Project area, specifically, to place its aerial facilities underground and remove its utility poles, subject to the following conditions:

a. The City will provide CenturyLink with perpetual access rights to the underground conduit bank, free of charge for this access right. The conduit bank shall be constructed in such a way as to allow CenturyLink's presence (including reasonably necessary redundancy) therein, notwithstanding the presence of other high and low voltage providers' facilities. Appropriate City personnel shall work with CenturyLink personnel to ensure that the conduit bank is designed, engineered, and constructed in accordance with these terms.

b. The City agrees to host a workshop among the respective pole owners and attachers within the City to discuss the parties' respective rights and expectations concerning the poles and attachments, as well as the City's future plans and desires relating thereto.

c. The City agrees to table the ordinance proposed in 2011 related to the undergrounding of utilities (Exhibit A) and any similar ordinance, at least until after such time as the workshop described in paragraph 1.b, above, is held.

d. The City agrees that CenturyLink will not be forced to relocate any of its facilities in the conduit bank within the Boundary Street Project area for at least a period of 20 years.

e. At such time as the conduit bank described in paragraph 1.a, above, has been constructed and made ready for utility relocation, the City agrees to pay to CenturyLink the sum of $200,000 as a contribution to CenturyLink's actual relocation costs within the Boundary Street Project area (the "Initial Amount").

f. The City further agrees to pay 25% of any of CenturyLink's actual relocation costs within the Boundary Street Project area that exceed the Initial Amount (the "Additional Amount"), up to and not to exceed a total contribution of $300,000. Notwithstanding the previous sentence, the Additional Amount shall not exceed the lesser of (a) $100,000 or (b) the amount paid by the City to Hargray Communications in excess of $200,000 for its relocation work within the Boundary Street Project area.

g. The City shall issue a public statement during a City Council meeting, acknowledging that CenturyLink has not been a barrier to the City's development efforts, but rather has worked diligently to reach a reasonable and timely resolution with the City.

2. No Pass-Through Fee. CenturyLink agrees to not pass-through the relocation costs associated with the Boundary Street Project to its customers within the City in the form of any special or other fee or charge.

3. Reservation of Rights. The Agreement is entered into for the purpose of settling the immediate matter of relocation of CenturyLink's facilities within the Boundary Street Project area, and in order to avoid further cost and expense. The terms of the Agreement do not constitute an admission of liability, fault or responsibility, or a concession as to any fact. The parties hereto reserve all legal rights with respect to future relocation requests of CenturyLink by the City.

4. Warranties and Representations. The parties agree, represent and warrant that they have read this Agreement, have had the opportunity to discuss it with legal counsel, and know and understand its contents fully. The parties voluntarily execute this Agreement, without being pressured or influenced by any statement or representation of any person acting on behalf of any other party, including any other party's officers, directors, employees, agents and attorneys.

5. Facsimile/PDF Execution. The parties may exchange executed counterparts of this Agreement via facsimile or emailed pdf and such copies shall be fully effective as originals.

6. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of South Carolina.

7. Entire Agreement. This Agreement represents the entire agreement between the parties hereto, is intended as an integration of any and all prior discussions, negotiations, and agreements, either oral or written, relating to the subject matter of this Agreement. Notwithstanding any course or dealing to the contrary, no modification or amendment of this Agreement shall be effective until reduced to writing and signed by the party to be charged.

Dated this 11th day of June, 2014.

City of Beaufort, South Carolina

By: Scott Dadson
City Manager

CenturyLink

By: Durand Standard
Vice President/General Manager
South Carolina & Georgia