



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

5/17/2018  
Scott Evans, Director  
Riviera Beach CRA  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404  
sevens@chenmoore.com

**Re: Relocation of CenturyLink Telecommunications Facilities – Ave C & 15th St. and Ave C & E 17th St., (Riviera Beach, FL) (“Address”)**

Dear Scott Evans:

Riviera Beach CRA (the “Requestor”) has contacted the below referenced CenturyLink affiliate(s) of CenturyLink 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 **Ave C & 15th St. and Ave C & E 17th St.**, City of Riviera Beach, Palm Beach County, Florida, 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 **\$71,132.24** 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 Level 3 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  
 Sr. Engineer  
 Relocations  
 1025 El Dorado Blvd  
 Broomfield, CO 80021  
 derek.broeker@centurylink.com

APPROVED AND AGREED TO:

Level 3 Communications, LLC,

an affiliate of CenturyLink

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

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

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

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

APPROVED AND AGREED TO:

Requestor:

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

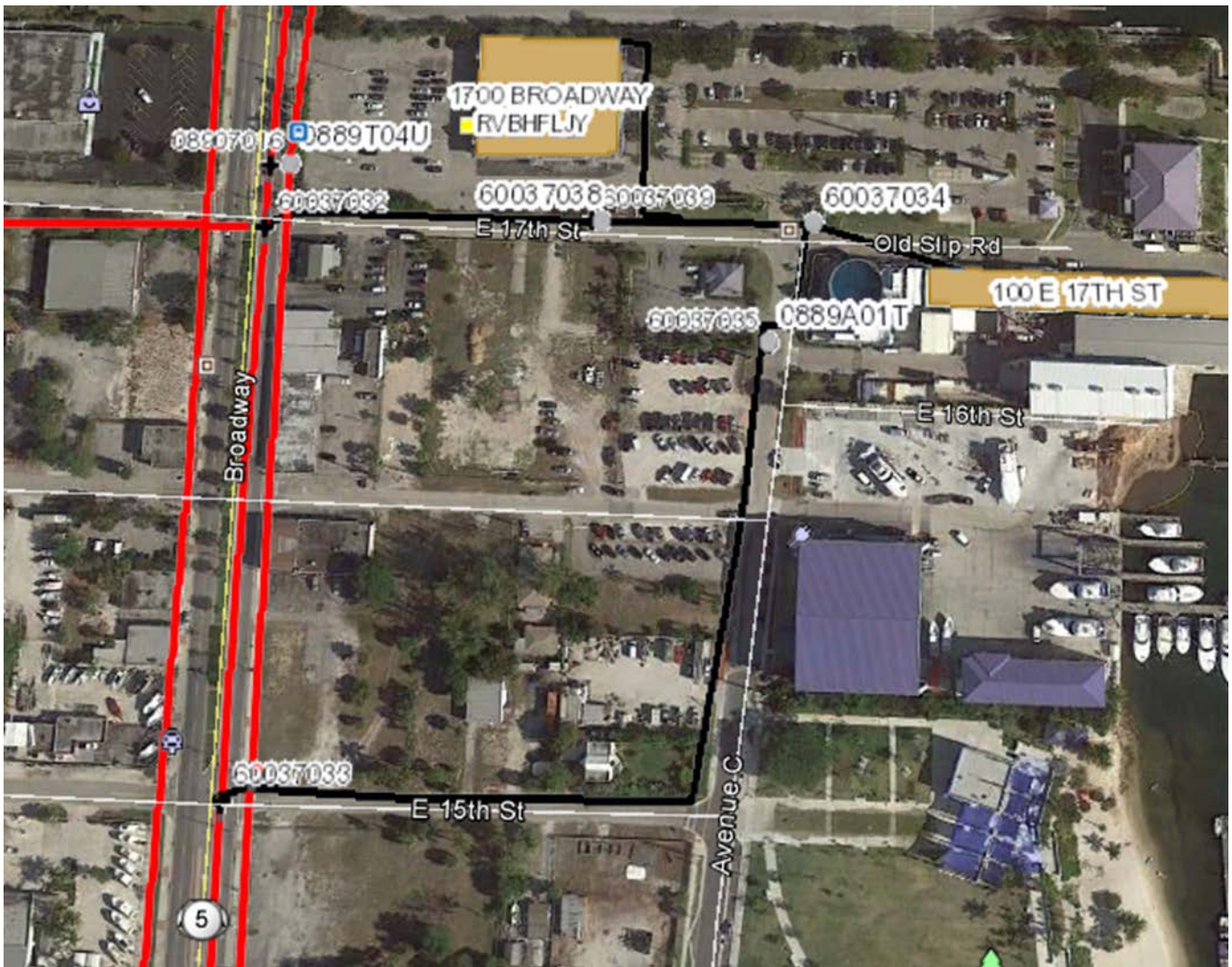
Signature: \_\_\_\_\_

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

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

**Exhibit A**

(Current Location of Facilities in ROW)



**Exhibit B**

Plan for protection, adjustment or relocation of Facilities

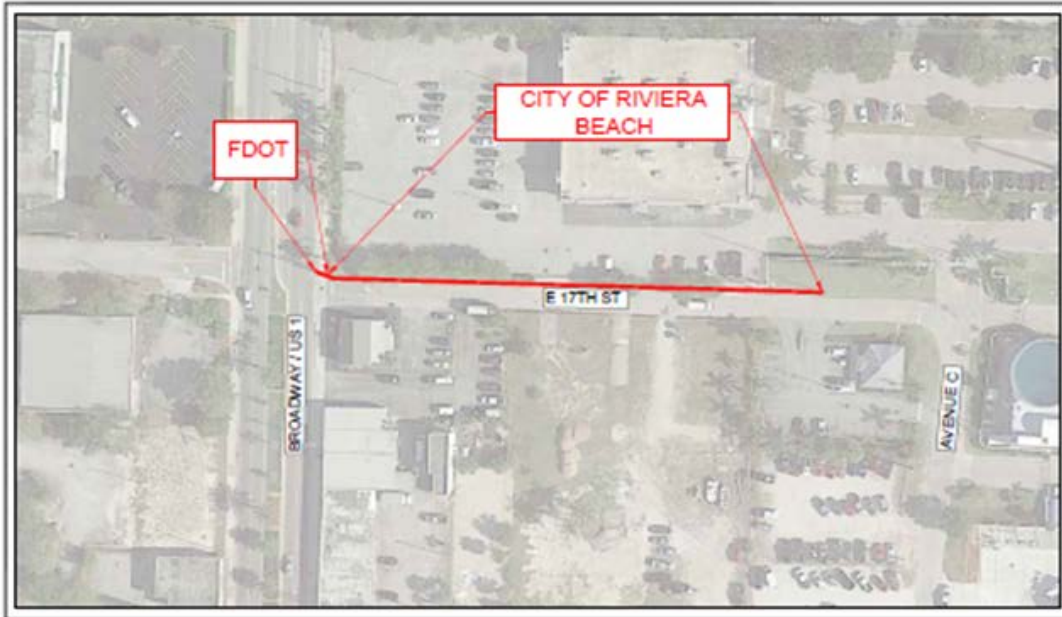
ADDRESS: AVENUE C & E 15TH ST  
PROJECT NAME: RELOCATION



**SITE LOCATION**




ADDRESS: AVENUE C & E 17TH ST  
PROJECT NAME: RELOCATION - PHASE 2



SITE LOCATION



**Exhibit C**  
**(Cost Breakdown and Remittance Information)**

		<b>Relocation Project Cost Estimate</b>
<b>Relocation Project Tracking#</b>	FG_103946	
<b>Full Level 3 Project Name:</b>	REL_FG_103946_FL: Marina Developer (Riviera Beach, FL)	
<b>Customer Name:</b>	CHEN MOORE AND ASSOCIATES	
<b>Internal Project Code:</b>	TED	
<b>Construction Netbuild #:</b>	N362328	
<b>Description</b>	<b>Cost</b>	
Ave C & 15th St. Engineering	\$5,000.00	
Ave C & 15th St. Construction/ Splicing	\$30,132.00	
Ave C & E 17th St. Engineering	\$3,000.00	
Ave C & E 17th St. Construction/ Splicing	\$16,434.00	
<b>Subtotal:</b>	<b>\$54,566.00</b>	
<b>Level 3 Internal Costs</b>	<b>\$16,566.24</b>	
<b>Total payment due to Level 3:</b>	<b>\$71,132.24</b>	

**REMIT POSTAL PAYMENT TO:**

Level 3 Communications, LLC  
 c/o CenturyLink  
 1025 Eldorado Blvd  
 Attn: Relocations Dept. DB#  
 Broomfield, CO 80021

**REMIT ACH PAYMENT TO:**

Wells Fargo  
 Routing # - 121000248  
 Account # - 4945097467  
 Please note Level 3 DB #: