

CONDUIT USE AGREEMENT

This Conduit Use Agreement ("The Agreement") is executed as of the ____ day of _____, 2015, between CenturyLink Communications, LLC, a limited liability holding company wholly owned by CenturyLink ("CENTURYLINK"), and the City of Corpus Christi, Texas ("City"), a Texas home rule municipal corporation.

WITNESSETH

WHEREAS in August 1999, the City and KMC Telecom Inc. ("KMC") executed a five-year Conduit Use Agreement regarding KMC use of City conduit;

WHEREAS, as of June 30, 2005, CENTURYLINK acquired KMC assets and entered into a five-year Conduit Use Agreement on August 30, 2005;

WHEREAS, on June 28, 2011, the City and CenturyLink executed a new five-year Conduit Use Agreement;

WHEREAS, the City is willing to continue to permit, under certain conditions set forth herein, the use by CENTURYLINK of certain City-owned conduit for placement of its telecommunications facilities

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

Section 1. Description of the City Conduit. A conduit four inches in diameter, approximately 4,868 feet in length, presently containing six handholes, located on Ocean Drive between Ennis Joslin Road and Sand Dollar Drive, as depicted on Exhibit A to this Agreement, which exhibit is fully incorporated herein by reference.

Section 2. Use of the City Conduit. The City shall designate for CENTURYLINK exclusive use one of the three inner ducts within the City Conduit. CENTURYLINK shall have unrestricted ingress and egress to its designated inner duct, through the handholes depicted in Exhibit A, for purposes of installing, operating, maintaining, and repairing its telecommunications facilities. Installation, operation, maintenance and repair of CENTURYLINK telecommunication facilities within the City public way shall be performed in accordance with the terms and conditions set forth in this Agreement and its exhibits, which are fully incorporated herein by reference.

Section 3. City Use of the City Conduit. The City shall have the exclusive use of the remaining two inner ducts located within City Conduit.

Section 4. Compensation to City for Use of City Conduit. As compensation for first year of this Agreement, CENTURYLINK shall pay the City \$1.62/foot of City Conduit, for total of \$ 7,886.00 . Thereafter, the annual compensation shall be increased by 4% for each year of this agreement. The first payment shall be submitted within thirty days of the final approval of this Agreement by City Council. Thereafter, CENTURYLINK shall issue payment by October 1 of each year to City of Corpus Christi, Attention Collection Department, P. O. Box 9277, Corpus Christi, Texas 78469-9277. All payments should reference Conduit Use Agreement.

Section 5. Issuance of Permits. CENTURYLINK must comply with City ordinances and codes to receive all necessary City of Corpus Christi permits prior to construction, maintenance, and repair of its telecommunications facilities placed in the City Conduit.

Section 6. Term. The term of this Agreement shall be for ten years, to commence upon June 28, 2016 subject to the passage and approval by the City Council.

Section 7. INDEMNIFICATION. CENTURYLINK shall indemnify, defend and save harmless the City, its mayor and council members, appointed boards and commissions, officials, officers, employees, attorneys and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorneys' fees or actions of any kind and nature resulting from personal injury to any person, including employees of CENTURYLINK or of any contractor or subcontractor employed by CENTURYLINK (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the acts of CENTURYLINK its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this Conduit Use Agreement. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. CENTURYLINK further agrees and shall have the right to appear, defend, indemnify and hold harmless the City in any action, claim or suit challenging the grant of or any of the rights conferred upon CENTURYLINK by this Conduit Use Agreement.

Section 8. Insurance. CENTURYLINK must acquire and maintain insurance as set forth in attached exhibit.

Section 9. Street Closure. CENTURYLINK must not close or barricade a public street, or any portion of the public street, to install, repair, or maintain its telecommunication facilities located within the City Conduit until CENTURYLINK or its contractor has received approval of its traffic control plan from City's Traffic Engineering Office.

Section 10. CENTURYLINK must submit a set of construction drawings to the City Engineer for any proposed work at least two weeks prior to onset of construction. The drawings must show the depth and location of the proposed construction and distance from the existing water, stormwater, wastewater, gas, fiber and communication lines.

Section 11. CENTURYLINK must verify depth and location of existing Water, Wastewater, Gas, fiber, communication lines, as well as other users of the rights of way, including AEP, and Southwestern Bell Telephone lines, as well as Espire, CSW, and CAPROCK communication fiber optic cables. Prior to the start of any excavation, CENTURYLINK must call the Texas One Call System (1-800-245-4545), 1-800-DIG-TESS and Lone Star Notification Center (1-800-669-8344) or other locator service designated by the City Director of Capital Programs, or designee.

Section 12. CENTURYLINK must not begin work without 24 hours prior notice to the AEP, City Water, Gas, Wastewater Divisions.

Section 13. CENTURYLINK must properly tamp backfill around existing utilities in accordance with the City of Corpus Christi Standard Specifications, including City Water Distribution System Standards.

Section 14. If damage arising out of or connected with the installation, operation, repair or maintenance of CENTURYLINK telecommunications facilities or inner ducts occurs to any gas, storm, water, wastewater, fiber, or communication line, as determined by the City's representative, a City crew will be brought in and allowed immediately to make all repairs. Except for emergency repairs, City shall make a reasonable effort to contact CENTURYLINK's representative at 800 778-0949 so that CENTURYLINK has an opportunity to have a representative present during operations. All of the City's costs (labor and materials) associated with the repairs must be paid by CENTURYLINK within 30 days of the City Manager's itemized

invoice thereof. City's representative will determine the extent of damage and amount of repairs to the utility line(s).

Section 15. Work around any existing water main must be done under the inspection of a Water Division Inspector at a daily rate of \$286.80 for each day spent inspecting construction, maintenance, repair, replacement or relocation of the City Conduit pursuant hereto. A half-day (4 hours) or more of work constitutes a whole working day for purpose of calculation. Any time in excess of 8 hours a day, or on Saturday, Sunday or Holidays, must be calculated at a daily rate of \$53.77 an hour. Owner must pay these funds to the City of Corpus Christi, Water Department. These amounts will be adjusted annually on October 1 to reflect any pay increase.

Section 16. CENTURYLINK must take every precaution not to disturb the soil surrounding any existing water or wastewater line, including all thrust blocks.

Section 17. Damages to driveways, culverts, head walls and any other structure, public or private, caused by CENTURYLINK, must be repaired by CENTURYLINK at its expense within 30 days after being notified of damage to the same.

Section 18. CENTURYLINK must not store or leave any equipment or material in City public way overnight.

Section 19. CENTURYLINK must notify Street Superintendent (361- 857-1940) 24 hours prior to starting work, and must have a representative present during backfilling and pavement repairs. CENTURYLINK must also notify City Municipal Information Systems Technician III at (361) 857-1956 24 hours prior to starting work.

Section 20. CENTURYLINK must provide proper safety and security devices to prevent possible injuries or accidents. No open trenches or pits are to be left overnight. All trenches must be backfilled promptly, the backfill properly compacted, surface restored, and the work done in a neat and workmanlike manner.

Section 21. CENTURYLINK must comply with all applicable Federal, State, and local laws and regulations, as may be amended. Interpretation of this Agreement and the rights and duties created hereunder shall be pursuant to the Constitution and laws of the State of Texas and the Charter and ordinances of the City.

Section 22. Binding Effect. This Agreement shall extend to and bind the successors and assigns of the parties hereto.

Section 23. CENTURYLINK shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City on one or more occasions to enforce compliance with such terms and conditions.

Section 24. Assignment. Neither party shall have the right to assign this Agreement in whole or in part without the written consent of the other party, which consent shall not be unreasonably withheld.

Section 25. Notice. Any notices required or provided in the administration of this Agreement shall be addressed, sent by overnight delivery or certified mail, as follows:

If to the City:

City of Corpus Christi

1201 Leopard Street
P.O. Box 9277
Corpus Christi, TX 78469
Attn: City Manager

If to CENTURYLINK:
CENTURYLINK
Attn: Real Estate Transactions
600 New Century
New Century, KS 66031

With a copy to:

CenturyLink Law Department
1801 California Street
Denver, CO 80202
Attn: Network Legal Group

Section 26. Modifications. All terms and conditions of this Agreement are contained herein and any modifications shall be in writing and approved by ordinance except as otherwise expressly provided herein.

Section 27. Preemption. No provision of this Agreement shall be deemed void or unenforceable as a result of state or federal preemption unless and until so determined by a final, non-appealable order of a state or federal agency or court.

Section 28. Publication. CENTURYLINK shall pay all costs of publication of notice as required by the City Charter.

Section 29. Disclosure of Interest. CENTURYLINK agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

Section 30. Certificate of Interested Parties. CENTURYLINK agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract, if required. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.

Section 31. Conflict of Interest. CENTURYLINK agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City of Corpus Christi City Secretary's Office, if required. For more information and to determine if Form CIQ is required, information on the City Secretary's website is provided at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Julie K. Talley

CENTURYLINK

By:

LaRae Dodson

Name: LaRae Dodson

Title: VP, Real Estate & Fleet

STATE OF Colorado
COUNTY OF Denver

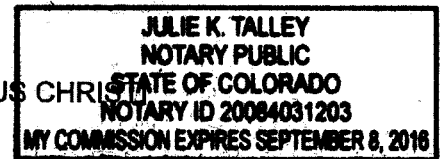
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This instrument was acknowledged before me on this 4th day of May, 2016, by the VP-Real Estate of CENTURYLINK on behalf of said corporation.

Notary Public, State of Colorado

ATTEST:

THE CITY OF CORPUS CHRISTI



Rebecca Huerta, City Secretary

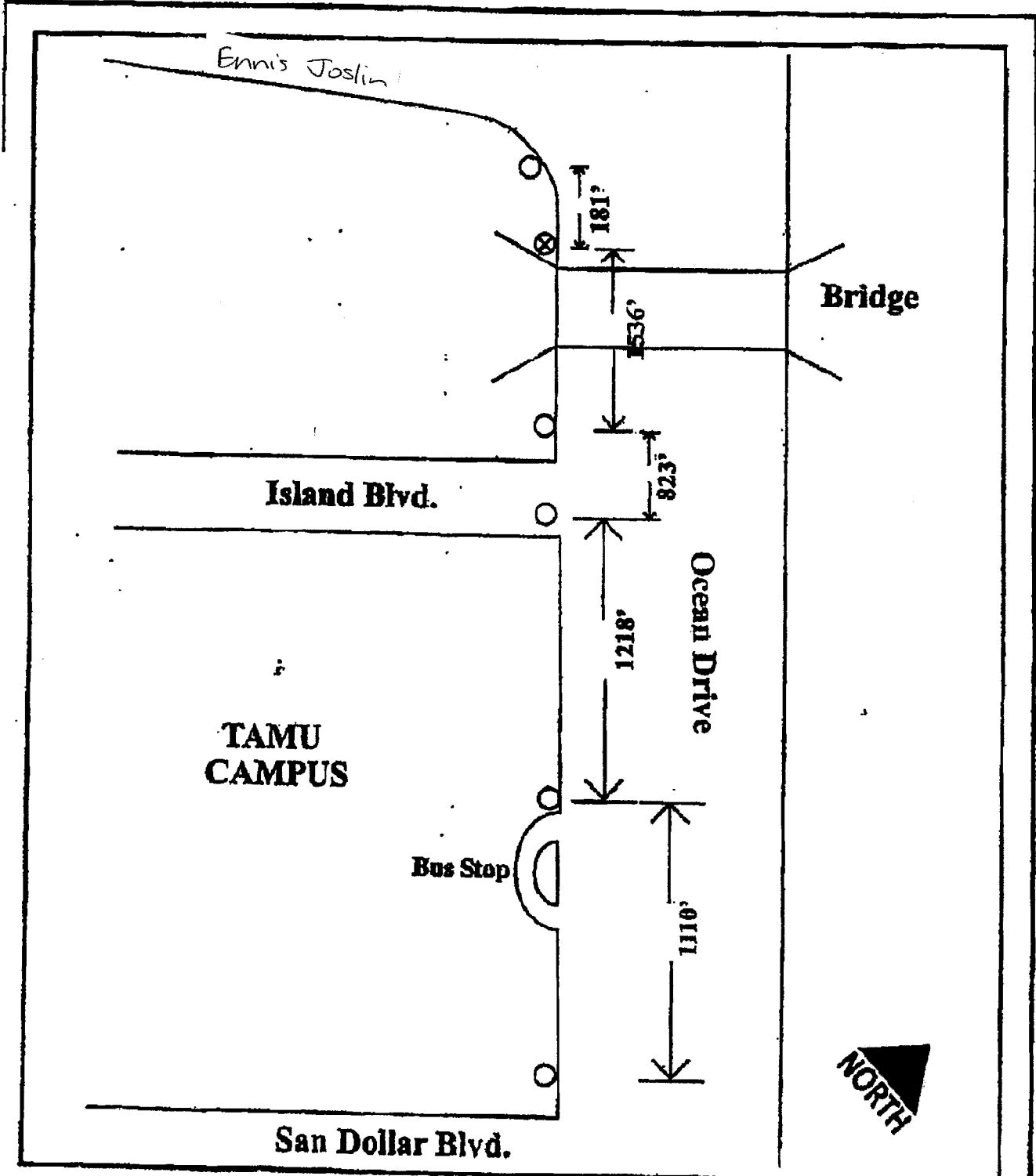
Approved as to form: June 3, 2016

By: Lisa Aguilar
Lisa Aguilar, Assistant City Attorney

For the City Attorney

CONDUIT DIAGRAM

1/26/95



Legend

- Existing City Blocks
- ⊗ Proposed Blocks

Distances are overall system distances
to last between landmarks.

Exhibit "A"

Map Not to Scale

GIS Team

1/26/95

AlexS-08-19-95

EXHIBIT B

INSURANCE REQUIREMENTS**I. CENTURYLINK'S LIABILITY INSURANCE**

- A. CenturyLink must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. CenturyLink must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. CenturyLink must make available to the City's Risk Manager and Director of Engineering proof of insurance showing the following minimum coverage by an insurance company(s) with an A.M. Best's rating of A-VII or better and authorized to do business in the state where the conduit is located. The City must be included as an additional insured on the General liability and Auto Liability policies and a waiver of subrogation is required on all applicable policies. Evidence of CenturyLink's insurance is available at www.centurylink.com/moi.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.

Employer's Liability	\$500,000/\$500,000/\$500,000
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- C. In the event of accidents of any kind related to this contract, CenturyLink must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, CenturyLink must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if CenturyLink is not domiciled in the State of Texas.
- B. CenturyLink shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CenturyLink's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. CenturyLink shall be required to make available to the City's Risk Manager and Director of Engineering proof of insurance throughout the term of this contract and prior to the policy expiration dates.
- D. **CenturyLink agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Include the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Coverage will be primary and non-contributory to any insurance maintained by the City of Corpus Christi;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- E. Prior to any cancellation, non-renewal, material change or termination of coverage, CenturyLink shall make available to the City's Risk Manager and Director of Engineering proof of insurance including evidence of applicable endorsements. City shall have the option to suspend CenturyLink's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon CenturyLink's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order CenturyLink to stop work hereunder, and/or withhold any payment(s) which become due to CenturyLink hereunder until CenturyLink demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which CenturyLink may be held responsible for payments of damages to persons or property resulting from CenturyLink's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that CenturyLink's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of CenturyLink's operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

**EXHIBIT C
RELOCATION AND CITY USE OF CENTURYLINK FACILITIES.**

(a) (1) As a further consideration for the granting of this Agreement, CENTURYLINK, in conjunction with the requirements of any City project shall at its sole expense make such relocations of its facilities within City rights-of-way or take other steps as may be necessary to facilitate such City project. Such relocations shall be under the same terms and conditions as the initial installation allowed pursuant to this agreement.

(2) The City reserves the right to lay, and permit to be laid, sewer, gas, water, and other pipe lines or cables and conduits, including telecommunications and cable television lines, and to do and permit to be done any underground and overhead work that may be deemed necessary or proper by the City, in, across, along, over, or under any right-of-way occupied by CENTURYLINK and to change any curb or sidewalk or the grade of any street. In performing or permitting such work to be done, the City shall not be liable to CENTURYLINK for any damages related to such work, nor shall the City be liable to CENTURYLINK for any damages not proximately caused by the City's sole negligence, provided, however, nothing herein shall relieve any other person or corporation from liability for damage to facilities of CENTURYLINK.

(3) In the event that the City authorizes abutting landowners to occupy space under the surface of any street, alley, highway, or public place, such grant to an abutting landowner shall be subject to the rights of CENTURYLINK described herein. In the event that the City plans to close or abandon any right-of-way which contains any existing CENTURYLINK facilities, City shall, (1) give notice of the date the city council is to consider the closure or abandonment, (2) if requested by CENTURYLINK, reserve a continuing right for CENTURYLINK facilities, and (3) make any subsequent conveyance of land involved in the closure or abandonment subject to the specific right of continued occupancy by CENTURYLINK or require the beneficiaries of the closure or abandonment to pay the costs associated with relocation of CENTURYLINK facilities to alternate acceptable locations.

(4) Whenever it shall be necessary to require CENTURYLINK to alter, change, adapt, or conform its facilities within the right-of-way, such alterations or changes shall be made promptly, with consideration given to the magnitude of such alterations or changes, without claim for reimbursement or damages against the City. If any such requirements impose a financial hardship upon CENTURYLINK, CENTURYLINK shall have the right to present alternative proposals to the City, and the City shall give due consideration to any such alternative proposals. It is understood and further provided, however, that the City shall not require CENTURYLINK to remove its facilities entirely from such right-of-way. If the City requires CENTURYLINK to adapt or conform its facilities to enable any other entity or person, except the City, to use, or to use with greater convenience, or rights-of-way, CENTURYLINK shall not be required to make any such changes until such other entity or person shall reimburse or make

arrangements satisfactory to CENTURYLINK to reimburse CENTURYLINK for any loss and expense caused by or arising out of such change; provided, however, that the City shall never be liable for such reimbursement.

(5) For public improvement projects where, after notification that facility relocation is required, CENTURYLINK has not, prior to the beginning of construction by the City, relocated its affected facilities within the rights-of-way after being afforded a reasonable length of time to do so as determined by the City's Director of Engineering (sometimes also referred to herein as the "City Engineer"), or other designee of the City Manager, giving consideration to the scope of the facility relocation, and when such delays are not caused by actions of the City, the following procedure will be followed. The City shall provide CENTURYLINK with reasonable notice of failure to act and request relocation. If CENTURYLINK continues to delay, the City's Director of Engineering or other designee and CENTURYLINK's Division Manager over outside plant engineering and construction will jointly review the relocation request in an expeditious manner to establish a mutually acceptable completion date for the relocation. If CENTURYLINK continues to delay or does not meet the revised completion date, the City's Director of Engineering or other designee shall provide not less than five (5) days written notice to CENTURYLINK's Division Manager over outside plant engineering and construction advising CENTURYLINK of the City's intent to effect the relocation of the affected facilities. If after expiration of the written notice required by the preceding sentence, CENTURYLINK continues to delay, the City shall have the right to effect relocation of the affected facilities and CENTURYLINK shall reimburse the City for all costs of such relocation. The City shall not be liable to CENTURYLINK for any damage to such facilities unless proximately caused by the City's gross negligence, and shall not be liable in any event for any consequential damages relating to service interruptions. Such relocation by the City will be performed only when the Director of Engineering determines that it is necessary to prevent disruption of a City project. Such relocation will be accomplished by means of temporary construction and in a manner which will not unreasonably disrupt telecommunications services. The City shall make every effort to coordinate with CENTURYLINK prior to such necessary relocations and will not attempt to relocate such facilities until the City has exhausted the foregoing procedures. CENTURYLINK shall ultimately be responsible for the final permanent relocation of CENTURYLINK's facilities.

(6) Where City Council finds that use of the facilities by another governmental agency serves the public purpose, the City may make facilities reserved for the City available to such agency on terms and conditions not inconsistent herewith.

(7) All facilities shall be underground unless placed on existing poles of another utility. CENTURYLINK shall lay, construct, operate, lease, maintain, repair and replace the telecommunications facilities in a manner that will not unreasonably interfere with use of the streets, alleys, or any public property or other public ways ("Public Way"). Should the owner of existing poles place their facilities underground, CENTURYLINK shall do likewise.

(8) CENTURYLINK shall at its own expense repair, to the satisfaction of the City, all City owned water lines, storm and sanitary sewer lines, service lines, water meters, streets, sidewalks, curbs, gutters or other property of the City damaged by any of the operations of CENTURYLINK, its contractors, subcontractors, employees, agents or assigns engaged in pursuant to this agreement.

(9) Before CENTURYLINK constructs, extends or replaces the telecommunications facilities in any Public Way, it shall apply for and acquire a construction permit and pay all fees associated with same in accordance with this Agreement and file with City Engineer a written work description, including scale drawings, showing the facility's location (or proposed location) and estimated depth of the facilities (existing and proposed). Such drawings and specifications shall be prepared, executed and sealed by a registered professional engineer. Such drawings and specifications will be reviewed by City Engineer and any comments will be provided to CENTURYLINK within thirty (30) days. CENTURYLINK agrees to make any changes to the drawings and specifications requested by City Engineer. Before CENTURYLINK performs any maintenance repairs, replacement or removal of facilities, CENTURYLINK shall give at least thirty (30) days notice to City Engineer as to the time and location of the proposed construction, repairs or replacement. Daily work schedules shall be provided to City Engineer by 8:30 a.m, each day any construction, repair or replacement of facility by CENTURYLINK is performed. When an emergency occurs that involves the facilities, repairs shall be performed by CENTURYLINK and notice shall be given to City Engineer within twenty-four (24) hours following initiation of such emergency repairs. Approval of all non-emergency construction, repair and replacement of the facilities must be obtained prior to such construction, repair and replacement, unless otherwise provided. Such approval shall not be unreasonably withheld or delayed. Approval by City Engineer shall constitute utility authority for the issuance of permits.

(10) All work in the Public Way and other surfaces will be performed in accordance with the City specifications and regulations for Street and Storm Drainage & Street Paving Construction which are available by contacting City Street Department and be subject to regulation, control and direction of the City Engineer. All work done in connection with the laying, construction, operation, maintenance, repairing and replacement of the facilities, in whole or in part, shall be in compliance with all applicable laws, ordinances, rules and regulations of City, County, the State of Texas, and the United States.

(11) CENTURYLINK shall belong to the same underground utility locating system as the City, for which information is available by contacting City Development Services department. Prior to beginning any excavation trenching or digging using powered equipment or hand tools which may damage existing underground facilities, CENTURYLINK shall contact all appropriate underground utility coordinating systems and determine if there are any facilities in the vicinity of the proposed activities. If physical contact is made with another facility during any excavation, trenching or digging, the owner of that facility must be notified for inspection and repairs prior to

CENTURYLINK continuing work. CENTURYLINK shall promptly respond to requests for line locations generated from other permitted, franchised or City owned utilities.

(12) When CENTURYLINK performs or causes to be performed any work on any Public Way, or so closely adjacent thereto as to create hazards for the public or themselves, CENTURYLINK, its employees, agents or its contractor, shall provide construction and maintenance signs and sufficient barricades and flagmen at work sites to protect the public, equipment and workmen. The application of such traffic control devices shall be consistent with the standards and provisions of the latest addition to the Texas Manual on Uniform Traffic Control Devices. Appropriate warning lights shall be used at all construction and maintenance zones where one or more traffic lanes are being obstructed during nighttime conditions.

(13) CENTURYLINK shall repair, clean up and restore the Public Way and other surfaces disturbed during the construction and repair of its facilities and shall warrant the repairs and restoration of such Public Way and other surfaces for a period of two years from the date of completion of same. City Engineer may require a Surface Correction Bond, and CENTURYLINK agrees to provide such bond with terms and conditions in the amount required by City Engineer. Such repairs, clean up and restoration shall return the Public Way and other disturbed surfaces to substantially the same condition they were in before CENTURYLINK's work began. The determination that the Public Way and other surfaces have been returned to substantially the same condition shall be made by City Engineer.

(14) CENTURYLINK shall refill, and repave any cut in any pavement. All excavations made by CENTURYLINK in any portion of a Public Way for the purpose of constructing, operating, maintaining, repairing, replacing or removing a facility, or any part thereof, shall be in accordance with City standards. If, after refilling such excavation, the earth within the excavated area settles so as to leave a depression, CENTURYLINK may be required to make further necessary fills from time to time as ordered by City Engineer. CENTURYLINK shall repair all portions of any Public Way across, along, over, above or under which a facility is laid and place the same in as good a state of repair and condition as they were in at the time the construction repair, or removal was commenced. Such repairs shall be to the satisfaction of City Engineer.

(15) Repair to the Public Way or other City property necessitated by any activity of CENTURYLINK shall be made by CENTURYLINK at no cost to City and in such manner as is found reasonably necessary by City Engineer.

(16) Any excavation in any portion of a Public Way shall be replaced with materials of the same kind as those removed unless City Engineer approves of some other type or fill or material. CENTURYLINK shall notify City Engineer before commencing at any time excavation in any portion of any Public Way, and shall not wholly close any Public Way, but shall at all times maintain a route of travel along and within any roadway that is within a Public Way, except that in cases of emergency, City Engineer may authorize a temporary closing of any Public Way or sidewalk in order to

take care of any break, leakage or other public safety risk if, in the opinion of City Engineer, such closing is necessary to protect the safety of the public.

(17) If CENTURYLINK fails to commence or thereafter to diligently prosecute any repair, refilling or other work required under this agreement the City may cause the work to be done at the expense of CENTURYLINK and may recover all such expense from CENTURYLINK together with all costs and reasonable attorney fees.

(18) City shall have the power at any time to order and require CENTURYLINK to remove or abate any facility that is dangerous to life or property, and in the event CENTURYLINK fails or refuses to comply after reasonable notice, City shall have the power to remove or abate such facility at the expense of CENTURYLINK, all without compensation or liability for damages to CENTURYLINK.

(19) CENTURYLINK shall coordinate all such construction, repair or replacement with City Engineer.

(20) Upon completion of the construction, extension or replacement of the telecommunications system for which a construction permit has been acquired, CENTURYLINK shall provide the City as-built drawings within 60 days. Accuracy of as-built drawings shall meet a survey level of accuracy of 1 foot to 50,000 feet. The drawings shall also be supplied in DXF computer file format with the location tied to one nearby UPS (Global Positioning System) City Monument. If the total length of the construction extension or replacement exceeds 1,000 feet in length within the City, it shall be tied to at least two UPS City Monuments.

(20) City Engineer shall have the power to make such other reasonable rules and regulations for the placement and manner of such facilities as he may deem appropriate for the protection of the public and the Public Ways and to avoid unreasonable interference with other uses or contemplated uses of the Public Ways. City Engineer may perform regulatory inspections of any utility from time to time as he may deem appropriate for the safety of the public. City Engineer shall give five days prior written notice to agreement as to the time and date of any such inspections. CENTURYLINK shall have the right to have a representative present during such inspection.

(21) When submitting an application for a construction permit as provided in this agreement, CENTURYLINK agrees to pay the applicable permit fees.

(22) No construction permit shall be granted to CENTURYLINK unless and until all fees due and payable pursuant to this agreement have been paid in full, including any fees due and payable for such construction permit.