

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement") is made this 4 day of March, 2021, by the City of Shakopee, Minnesota (the "City") and Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink"). The City and CenturyLink shall sometimes be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

1. On or about August 3, 2016, the City granted a Cable Television Franchise Ordinance ("Franchise") to CenturyLink.
2. The initial Franchise term is set to expire in September 2021 ("Expiration Date").
3. By letter dated January 29, 2020, attached hereto as Exhibit A, CenturyLink notified the City of its plan to discontinue the PRISM TV product.
4. It is the intent of the Parties to terminate the Franchise prior to the Expiration Date.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, considerations, mutual promises contained herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **FRANCHISE TERMINATION DATE.** The Parties hereby agree to terminate the Franchise effective December 31, 2020 ("Franchise Termination Date").
2. **REMOVAL OF FACILITIES.**
 - a. City directs CenturyLink:
 - i. to remove all or any portion of the cable system from the right-of-way within the City that was used solely for the provision of cable service; and
 - ii. to restore affected sites to their original condition consistent with all City Code requirements.
 - b. If CenturyLink fails, refuses or neglects to comply with the City's directive, all portions of the cable system, or any part thereof used for the provision of cable services, may at the option of the City, become the sole property of the City, at no expense to the City, or be removed, altered or relocated by the City at the cost of CenturyLink. The City shall not be liable to CenturyLink for damages resulting from such removal.
 - c. Nothing herein shall be construed to waive any rights that the City may have with respect to the enforcement of City Code obligations on any CenturyLink facilities

that remain in the City's right-of-way. Such enforcement rights shall extend to facilities owned by any affiliates of CenturyLink. CenturyLink agrees to compensate the City for any damages resulting from the discontinued use or abandonment of the cable system, including all costs which the City may incur to remove the cable system from the right-of-way.

3. **REMOVAL PLAN.** As indicated in Section 1.1.B. of the agreement, Qwest Corporation is responsible for construction and installation of facilities in the right-of-way. If any facilities exclusive to the cable system are identified, then CenturyLink shall provide the City a decommissioning and removal plan that lists all facilities to be removed and all facilities that are remaining for other services, along with the location, map and a detailed schedule for removal.
4. **INSURANCE.** CenturyLink agrees to maintain the insurance policy, pursuant to the terms outlined in Section 15(C) of the Franchise, for twenty-four (24) months following the Franchise Termination Date.
5. **FEES AND COSTS.** CenturyLink shall, within thirty (30) days of the date of adoption of this Agreement, fully reimburse the City Three Thousand and No/100 Dollars (\$3,000.00) for the City's reasonable costs and expenses in connection with this Agreement.
6. **VOLUNTARY AGREEMENT.** This Agreement is freely and voluntarily given by each Party, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all the terms and provisions of this Agreement.
7. **BINDING EFFECT.** This Agreement will inure to the benefit of and be binding upon the Parties and respective successors and assigns. The Parties for themselves and their respective successors, assigns and legatees agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Agreement.
8. **GOVERNING LAW.** This Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Minnesota, whose courts shall have exclusive jurisdiction thereof.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties as to the subject matter hereof and may be modified or waived only by a separate writing.
10. **HEADINGS.** All headings are herein provided for the convenience of reference only and do not affect the meaning or interpretation of this Agreement.
11. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same document.
12. **COPIES.** PDF copies of the executed Agreement may be treated as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

CITY OF SHAKOPEE, MINNESOTA

**QWEST BROADBAND SERVICES,
INC. D/B/A CENTURYLINK**

By: _____

By:  _____

Its: _____

Its: Public Policy Manager

EXHIBIT A

CenturyLink Letter to City dated January 29, 2020