

RELOCATION AGREEMENT

THIS RELOCATION AGREEMENT ("Agreement"), is made and entered into as of the 24th day of ~~January~~ February 2009, by and between **Ventura County**, having an office at 800 S. Victoria Avenue, Ventura, California 93009, hereinafter referred to as the "Agency" and **Qwest Communications Corporation**, a Delaware Corporation, having an office at 1801 California Street, Floor 26, Denver, Colorado 80202, hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, Company owns and operates a communications conduit system (the "Facilities") along and upon the Union Pacific Railroad (UPRR) right of way at the location construction of a new overpass near UPRR Mile Post 416, more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Right Of Way"); and

WHEREAS, other communications companies (the "Cooperating Carriers") also have interests in communications conduit systems along and upon the Right of Way; and

WHEREAS, the Agency is preparing plans, specifications and estimates of costs of constructing its own facilities in the Right Of Way, and has determined that the facilities of Company and the other communications companies must be relocated to accommodate the construction activities of Agency; and

WHEREAS, Company and the Cooperating Carriers will entered into a Joint Relocation Agreement whereby Company has been authorized to act as the lead carrier to coordinate relocation and to secure reimbursement from the Agency for relocation of facilities for the cost Company incurs for relocation of facilities; and

WHEREAS, Company and Agency have reached an agreement for reimbursement of the costs of such relocation that will separately be incurred by Company ("Exhibit B, Estimate of Relocation Cost").

NOW, THEREFORE, in consideration of the foregoing, and for other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. The Company shall relocate the communications conduit systems owned by Company and the Cooperating Carriers (collectively the "Carrier Facilities") in the Right Of Way. A substitute location for the communications facilities, and the materials and methods used in the relocation, are subject to the prior review and approval by Owner. The Company shall not perform any construction until authorized in writing by both the Agency and the owner of the Right Of Way (the "Owner", UPRR).

2. The Company will notify Agency's Project Engineer by telephone at least twenty-four (24) hours before beginning any work covered by this Agreement.

3. Agency's Project Engineer shall keep a daily record of all work performed. Such daily record shall be maintained in duplicate, and shall be signed by Agency's Project Engineer and Company's authorized representative.

4. Agency shall reimburse Company for all costs incurred by Company in relocating the Carrier Facilities. A non-binding estimate of the costs to be incurred is set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. Before authorizing any additional charge in excess of the \$173,903.82, Company shall obtain the written consent from Agency, which shall not be unreasonably withheld. Company shall have the right to approve charges which are equal to or less than the foregoing amounts to the extent that Company reasonably deems such changes to be necessary, including, without limitation, changes required to comply with applicable local, state or federal laws, rules or regulations.

5. Company will make its contractor aware of the need for the Company to coordinate performance of the work with the Agency. Agency acknowledges that Company's construction schedule, flagging, protection and right of entry is controlled by the Owner and denial of access to the right of way for performance of such work by Owner shall be deemed an event of "force majeure."

6. The Company shall submit itemized bills covering the actual costs incurred for performing the work covered herein, together with supporting documentation. Agency agrees to pay the full amount within forty-five days following receipt of each bill.

7. If any action is brought to enforce the terms of this Agreement, whether in arbitration or in litigation, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of such action, in addition any other remedy to which it may be entitled.

8. All disputes arising out of or related to this Agreement shall be determined and resolved by arbitration in Ventura, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrators shall be appointed in accordance with the rules then prevailing of the AAA.

9. This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

Qwest Communications Corporation

Ventura County

By: [Signature]
Name: Pieter Paul
Title: VP-CTO
Date: 3/3/09

By: [Signature]
Name: STEVE BENNETT
Title: Chairman, Board of Supervisors
Date: FEBRUARY 24, 2009



EXHIBIT A
DESCRIPTION OF THE RIGHT OF WAY

Ventura County proposes a new overpass over the UPRR. One new bent for the structure is affecting QCC and AT&T's Fiber Optic Structure on UPRR right of way. Prevailing wage rates apply to this project. Qwest Communications Corporation (QCC) proposes to place 100 feet of 6" split steel around QCC/AT&T's Fiber Optic Structure. After temporary moves QCC will move the Fiber Optic Structure to match the track and moving out of the way of the new footings for the County's overpass. Once the County's footings are in place QCC will move back against the footings and place split steel.



EXHIBIT B

NON-BINDING ESTIMATE OF RELOCATION COSTS

This estimate is based upon the prices of materials and labor current as of the date of said estimate. The estimate does not account for increases due to unknown and unforeseen circumstances in accomplishing the work or increases in materials or labor after the date of this estimates. Reimbursement shall not be limited by this non-binding estimate:

NON-BINDING COST ESTIMATE 01/02/09

Project Name	Lewis Rd. Relocate		
Project Location	Camarillo		
Cost Detail of OSP, FOC and Splicing	Quantity	UOM	Estimated Cost
Material Cost (Qwest Supplied)			
OSP Materials			0.00
Splice Materials			0.00
Fiber Optic Cable (FOC)	-	lf	0.00
Total Material Cost (Qwest)			0.00
Shipping on Materials & FOC			
Shipping	-	mi	0.00
Total Shipping Cost			0.00
Taxes on Materials & FOC			
Taxes on Materials and FOC			0.00
Total Tax Cost			0.00
External Labor Costs			
External OSP Construction Costs (Labor & All Remaining Materials)			84,000.00
External Splicing Costs			0.00
Engineering Contractor	-	lf	0.00
Inspection Services / Redlines	-	days	0.00
Total External Costs			84,000.00
Other Fees Including Permit & Right of Way Costs			
Railroad ROW fees			0.00
Private ROW fees			0.00
Miscellaneous ROW fees			0.00
QIS			21,286.00
Linderlake			51,393.60
0			0.00
0			0.00
0			0.00
Total Other Fees			72,679.60
Internal Labor & Flagging Costs			
Field Support Construction	80	hrs	4,320.80
Field Operations Construction Support	-	hrs	0.00
Field Support Engineering & Permitting	-	hrs	0.00
Field Support Splicing (from SFP)	-	hrs	0.00
Field Operations Splicing Support (from SFP)	-	hrs	0.00
Testing & Acceptance Support (from SFP)	-	hrs	0.00
Fiber Planning	-	hrs	0.00
Project Analysts	16	hrs	536.36
Optical Fiber Management (OFM)	-	hrs	0.00
CAD	8	hrs	267.68
Fiberbase	3	hrs	100.38
Fiber Leasing/Contracts	-	hrs	0.00
Railroad Flagging	15	days	12,000.00
Total Internal Support & Flagging Costs			17,224.22
Total Estimated Construction Cost			173,903.82

TOTAL ESTIMATED COST TO AGENCY IS \$173,903.82