

City of Alexandria, Virginia

MEMORANDUM

DATE: JANUARY 31, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

THROUGH: JAMES F. PARAJON, CITY MANAGER

FROM: ADRIANA CASTENADA, DIRECTOR, T&ES

DOCKET TITLE:

..TITLE

Introduction of a renewed Five Year License Agreement with Cox Virginia Telecom to permit Cox Virginia Telecom's existing conduits and fiber optic cables to remain in the City of Alexandria's public rights-of-ways

ISSUE: Consideration of the third renewal of a five-year license agreement with Cox Virginia Telecom ("Cox"), to authorize the its conduits and fiber optic cables to remain in the City of Alexandria's public rights-of-ways to allow Cox to provide telecommunications systems, not cable television services, in the City of Alexandria ("City").

RECOMMENDATION: That City Council set this matter for a public hearing on Saturday, March 16, 2024, and after hearing public testimony approve the attached five year license agreement with Cox, and authorize the City manager to execute the license agreement and to take any other actions that are necessary to implement the agreement.

BACKGROUND: Cox is the second largest telecommunications provider in Virginia, and has provided a broad range of telecommunications services in the City's neighboring jurisdictions such as Fairfax County, the cities of Fairfax and Falls Church and the towns of Herndon and Vienna. In March 2019, City council approved a five year license agreement with Cox to install conduit and fiber optic cables in the City's public rights-of-ways to provide telecommunications services in the City (not cable television). This agreement is to expire at the end of this month. Cox seeks to extend the existing agreement upon the same terms and conditions as the original agreement, as amended.

Under the original agreement, as amended, Cox constructed an approximately five (5) mile fiber optic ring to provide telecommunications services primarily to healthcare facilities in the City. In the event that Cox intends to install additional facilities in the City's rights-of-ways we will seek approval from City Council. Detailed descriptions and maps of Cox's facilities are attached to the proposed License Agreement.

DISCUSSION: The significant provisions of the proposed agreement are summarized below.

The term of the agreement is for five years and will run from April 1, 2024 through March 31, 2029. It is not renewable. However, the agreement gives Cox the right to negotiate with the City for a new license at the conclusion of the agreement.

Second, as compensation for use of the public rights-of-way the City receives the statutory right-of-way fee imposed under Virginia Code § 56.468.1 and City Code § 5-2-160, et seq., which is imposed on end users in the City. The statutory right-of-way fee is calculated annually by the Virginia Department of Transportation (“VDOT”) on a state-wide basis allocated to each locality based on a formula which accounts for the linear footage of conduit and number of users in the locality. The current fee is \$ 1.26 per access line for the period of July 1, 2023 through June 30, 2024.

Third, as discussed above, the agreement requires Cox to submit an Annual Operations Plan to T&ES for each of the five years covered by the agreement. The operations plan requires Cox to describe all the activities to install the conduit and to pull cable that Cox intends to undertake in the public rights-of-way during the twelve month period covered by the plan, the sites where any activity in the public rights-of-way will occur and a tentative timetable. The director of T&ES must review the plan and determine whether the public rights-of-way upon which the construction is planned are appropriate sites for the proposed activity. These operations plans are intended to enable T&ES to coordinate Cox’s activities, if any, with other planned construction in the City streets and public rights-of-way, thereby minimizing the disruption and inconvenience attendant to such work.

Fourth, the agreement requires Cox prior to undertaking any specific project within the rights-of-way to submit to T&ES, a plan which, among other things, will (i) identify the location of the project, (ii) describe the equipment to be installed and the techniques to be used, (iii) state the start and end dates, (iv) propose a traffic control plan and (v) verify that Cox has or will obtain all necessary approvals from other governmental entities including departments or agencies of the City.

Fifth, the agreement provides that the City can require Cox to remove or relocate, at Cox’s expense to the extent permitted by law, any conduits, cables or other equipment when City staff has determined that the equipment interferes with or disturbs the operation, improvement, repair or maintenance of the rights-of-way or of other utility services.

Sixth, the agreement requires Cox to obtain permits from the City for any maintenance work and to repair all damages resulting from the work.

Seventh, the agreement provides that, upon its termination or non-renewal, Cox will remove all of its conduits, cable and other equipment from the City’s rights-of-way.

Finally, the agreement provides that Cox must maintain adequate insurance to protect the City and any residents against claims arising from the system or the company's work on the system.

We will be pleased to answer any questions that you may have about this matter.

FISCAL IMPACT: January 1, 2023 through September 20, 2023 right of way fees paid \$78. Fourth quarter fees are due February 29, 2024.

ATTACHMENTS:

Attachment 1: Proposed Cox License Agreement with Exhibits

Attachment 2: Existing Cox License Agreement

STAFF:

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LICENSE AGREEMENT

CITY OF ALEXANDRIA
COX VIRGINIA TELCOM, LLC

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LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2024, by the City of Alexandria ("Licensor"), a municipal corporation of Virginia, and Cox Virginia Telcom, LLC ("Licensee"), a Delaware limited liability company.

WHEREAS, Licensee desires to use Licensor's streets in connection with its operation of a telecommunications system and delivery of telecommunications services; and

WHEREAS, Licensee has an existing license, as amended, to use identified rights-of-ways in connection with its operation of a telecommunications system and delivery of telecommunications services and that license will expire on March 31, 2024; and

WHEREAS, Licensee desire to negotiate a new license with a five-year term to continue its operations of a telecommunications systems and to deliver telecommunications services in the City; and

WHEREAS, Licensor is willing to enter into a new license to permit Licensee to use its streets in connection with such system and service in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Access Lines" shall include residence and business telephone lines and other switched (packet or circuit) lines connecting the customer premises to the public switched telephone network for the transmission of outgoing voice-grade telecommunications services. Centrex, PBX, or other multistation telecommunications services will incur a Public Rights-of-Way Use Fee on every line or trunk (Network Access Registrar or PBX trunk) that allows simultaneous unrestricted outward dialing to the public switched network. ISDN Primary Rate Interface services will be charged five Public Rights-of-Way Use Fees for every ISDN Primary Rate Interface network facility established by the customer. Other channelized services in which each voice-grade channel is controlled by the telecommunications service provider shall be charged one fee for each line that allows simultaneous unrestricted outward dialing to the public switched telephone network. Access lines do not include local, state, and federal government lines; access lines used to provide service to users as part of the Virginia Universal Service Plan; interstate and intrastate dedicated WATS lines; special access lines; off-premises extensions; official lines internally provided and used by providers of telecommunications service for administrative, testing, intercept, and verification purposes; and commercial mobile radio service.

(b) "Affiliate" shall mean any Person controlling, controlled by or under common control with another Person.

(c) "Construction" shall mean the installation, construction, relocation, removal and material expansion of any Facilities within a Public Way.

(d) "Director" shall mean any director of the Alexandria Department of Transportation and Environmental Services, or the Director's designee.

(e) "Facilities" shall mean any and all cables, lines, wires, conduit, access manholes, switches, pedestals, boxes and other similar equipment and devices in the City owned by Licensee and used in the delivery of Telecommunication or on which Licensee performs repair, Maintenance, relocation or Removal in such a way as to require access to the Public Ways.

(f) "License Area" shall mean the specific public rights-of-way for which this non exclusive License is granted for the term of the License

(g) "Maintenance" shall mean the maintenance, repair, replacement (including upgrading and non-material expansion), and Removal of the Facilities.

(h) "Person" shall mean a natural person or an association, partnership, corporation or other legally recognized entity.

(i) "Public Ways" shall mean the surface, the areas below the surface, and the air space above the surface of any and all of the following rights-of-way owned by or dedicated to the City of Alexandria which, during the term of this Agreement, are located within the corporate limits of the City of Alexandria: highways, roads, streets, lanes, alleys, curbs, sidewalks, bridges, overpasses, underpasses, and other similar rights-of-way.

(j) "Removal" shall mean the removal of any or all of the Facilities from the Public Ways as set forth in Section 5(e) of this Agreement.

(j) "Telecommunications" shall mean telecommunications services as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

2. Grant and Term of License.

(a) In exchange for the consideration described herein, Licensor grants to Licensee permission to use the License Area, in accordance with the provisions, terms and conditions in this Agreement and solely in order to provide Telecommunications and for the Construction, Maintenance and Removal of Facilities. The permission granted by this subsection is non-exclusive, and nothing in this Agreement shall affect the right of Licensor to permit other Persons to use the Public Ways.

(b) The License Area and the specific public rights-of-ways in which Licensee has installed and/or may install its Facilities are:

See Exhibit 1

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

(c) This Agreement and the permission granted by subsection (a) shall be subject to the police power of the City of Alexandria, and to all ordinances heretofore or hereafter enacted by the Alexandria City Council, to all regulations promulgated by Alexandria City officials, and to other applicable laws and regulations established by the Commonwealth of Virginia or the United States.

(d) The term of this license shall be from April 1, 2024 through March 31, 2029. This license may not be renewed. However, at any time before the conclusion of the term of this license Licensee shall have the right to negotiate with the Licensor for a new license for the Construction, Maintenance and Removal of Facilities within Public Ways.

(e) When used in this Agreement, the term "year" shall mean the period from April 1 of a year through March 31 of the following year.

3. License Fee.

(a) As compensation for this license, Licensee shall pay to Licensor, for each of the five years of this Agreement, a license fee as defined in this Section 3(a).

(i) Unless and until Licensee shows that its Facilities are being used to provide service to Access Lines in Virginia, which service may be provided by an Affiliate of Licensee, and for any Subsequent Time Period (as defined in Section 3(a)(iv)) during which they are not so used, the license fee shall be \$3.50 per annum per linear foot of Licensee's Facilities installed in the Public Ways, which shall be prorated on a per-month basis, provided that the obligation to pay such license fee shall not commence until thirty (30) days after Licensee has completed the installation of its initial Facilities in accordance with Exhibit A.

(ii) If and when Licensee shows that its Facilities are being used to provide service to Access Lines in Virginia, and until there is a Subsequent Time Period during which they are not so used, the license fee shall be calculated pursuant to § 5-2-160 *et seq.* of The Code of the City of Alexandria, 1981, as amended (the "City Code"); provided, that should the City of Alexandria's authority to impose the license fee provided for § 5-2-160 *et seq.* of the City Code be rescinded by the Virginia General Assembly or modified in a manner which would result in a lower fee being imposed upon Licensee, Licensee shall continue to pay, for the remainder of the term of this Agreement, the fee as defined in § 5-2-160 *et seq.* of the City Code immediately prior to such rescission or modification, so long as the fee is applied to all similar users of the Public Ways on a non-discriminatory basis.

(iii) The Licensee may show that its Facilities are being used to provide service to Access Lines in Virginia by filing with the City a certification by the Licensee stating that the Licensee uses its Facilities in the City to transmit signals that travel to or from at least one Access Line serving an end-user customer of the Licensee in the Commonwealth of Virginia, along with proof of payment of the license fee required by § 5-2-160 *et seq.* of the City Code .

(iv) If any of the conditions certified to the City pursuant to Section 3(a)(iii) cease to be met for a period of one month or more (a "Subsequent Time Period"), the Licensee shall immediately notify the City, and the license fee shall revert to the definition - specified in Section 3(a)(i) unless and until the Licensee can make a new showing pursuant to Section 3(a)(iii).

(b) The license fee shall be paid on a quarterly basis within two months after the end of the quarter for which the amount is due. Licensee acknowledges that the per-month fee defined in § 5-2-161 of the City Code may, at any time during the term of this Agreement, be increased by the Virginia Department of Transportation pursuant to § 56-462 of the Code of Virginia (1950), as amended. To the extent that fee is applicable under Section 3(a) hereof, Licensee agrees to pay any such increases in the per-month fee so long as the fee is applied to all similar users of the Public Ways on a non-discriminatory basis.

(c) A penalty, equal to 8 percent of the due and owing quarterly installment, shall be assessed against Licensee whenever it fails to pay an uncontested quarterly license fee installment on or before the date required by this section. In addition, interest, at 10 percent per annum on the due and owing uncontested quarterly license fee installment, shall be assessed against Licensee whenever it fails to pay the quarterly license fee installment on or before the date required by this section. Said interest shall start to run the day after the day that the quarterly license fee installment was due Licensee shall furnish to the Licensor with each quarterly license fee installment payment a statement, executed by an authorized officer of Licensee or his or her designee, showing the basis for the payment (number of Access Lines or linear footage) and the calculation that derives the payment from that basis.

(d) If Licensee discovers that it has failed to make the entire or correct amount of the quarterly license fee payment due, it shall pay to Licensor the additional amount due (including a penalty of 8 percent of such amount and interest calculated under subsection (c), above) within 30 days of its discovery of the underpayment. Any overpayment of the quarterly license fee by Licensee through error or otherwise shall be called to the attention of Licensor which, if satisfied that an overpayment was made, shall offset the amount of the overpayment, with interest at 10 percent per annum from the date paid, against the next quarterly license fee installment payment due from Licensee.

(e) Acceptance by the Licensor of any payment due under this section shall not be deemed to be a waiver by the Licensor of any breach of this license occurring prior thereto; nor shall the acceptance by the Licensor of any such payment preclude the Licensor from later establishing that a larger amount was actually due, or from collecting any balance due to the Licensor.

(f) The License Fee shall be paid in addition to, not instead of, any other amounts Licensee is required to pay Licensor by contract or under Licensor's taxing authority.

(g) On or before (i) April 1, 2025, (ii) April 1 of each subsequent year during the term of this Agreement, and (iii) March 31, 2029, Licensee shall furnish Licensor with a statement, executed by an authorized officer of Licensee or his or her designee, certifying that the total license fee paid by Licensee for the immediately preceding year was the correct amount required under this agreement.

(h) By agreeing to pay the license fee described in Section 3(a)(i) hereof, on the terms and conditions herein contained, Licensee does not waive its ability to take the position that such fees are not lawfully imposed under federal or Commonwealth of Virginia law. However, Licensee shall take no legal action against the City on that basis unless and until a court or agency of competent jurisdiction issues a decision that a compensation scheme of the type described in Section 3(a)(i) hereof is unlawful under federal or Commonwealth of Virginia law, in which case Licensor agrees to meet with Licensee, at Licensee's request, and renegotiate the compensation arrangements in this Agreement. In the event that Licensee and Licensor cannot agree on the terms of the compensation arrangements within 60 days of Licensee's request to renegotiate, Licensee reserves all rights to challenge in any forum with competent

jurisdiction the lawfulness of all license fee payments required and made under this Agreement and to seek injunctive relief against the prospective payment of such fees.

5. Licensee's Books of Account and Records; Reports.

(a) Licensee shall keep accurate books of account for the purpose of determining the license fee due to the Licensor. Licensee shall, within five business days after a written request by Licensor, forward to Licensee's primary office in Northern Virginia or another location of its choosing with the approval of the Licensor, copies of the books of account to the extent necessary to confirm the accuracy of payments due the Licensor, which Licensor may inspect at any time during regular business hours. Licensor may audit the books from time to time at Licensor's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due the Licensor. Notwithstanding any other provision of this Agreement, all information reviewed or otherwise accessible to Licensor in exercising its rights under this Section 4(a) shall be deemed confidential and proprietary to Licensee, and shall be held in confidence, to the maximum extent permitted by law.

(b) Upon reasonable request by Licensor, Licensee shall promptly transmit, mail or deliver, in accordance with section 16 herein, copies of its financial records that will enable Licensor to determine the accuracy of any license fee payments made by Licensor.

(c) Licensor agrees to hold in confidence, to the maximum extent permitted by Virginia Public Records law, any information it receives from Licensee which, at the time that it is submitted to Licensor, is marked "proprietary information - confidential."

6. Operations Under License Agreement.

(a) Any Construction, Maintenance, or other activities in the Public Ways by the Licensee shall be subject to the City's general permit requirements.

(b) Annual Operations Plans.

(i) Within thirty days after the effective date of this Agreement, and, at least thirty days prior to each subsequent 12-month period, or partial period, occurring during the term of this Agreement, Licensee shall prepare and submit to the Director an initial Annual Operations Plan which shall describe or otherwise show each of the Public Ways in which Licensee intends to construct Facilities during the 12 months following the plan's submission, the type of Facilities Licensee intends to construct in each such Public Way, and the approximate date on which Licensee intends to begin construction in each Public Way. Such Annual Operations Plans shall be non-binding, but shall represent a reasonable projection by the Licensee of the activities it anticipates undertaking over the subsequent year. Licensor agrees to hold in confidence, to the maximum extent permitted by law, any information it receives from Licensee under its Annual Operations Plans which, at the time that it is submitted to Licensor, is marked "proprietary information - confidential."

(ii) The Licensee shall within a reasonable time period review any comments submitted, and shall respond within a reasonable time period to any questions posed, by the Director with respect to an Annual Operations Plan. In the event that, during a 12-month period covered by an Annual Operations Plan, Licensee makes significant changes in its anticipated routes, Licensee shall promptly submit to the Director an amendment to the Annual Operations Plan covering such changes.

(iii) Licensee shall, at the time it applies for a construction permit, submit to the Director accompanying information which (a) shall indicate how the proposed construction is related to the Annual Operations Plan, (b) shall identify the specific location within each Public Way in which the proposed construction is to take place, (c) shall describe the Facilities to be installed in each Public Way and the construction techniques to be used in accomplishing the installation, (d) shall provide a traffic control plan that shall be reviewed and approved by the Director, (e) shall state, as to each Public Way, the dates on which the proposed construction is to commence and on which the proposed construction is anticipated to be completed, (f) shall verify that Licensee has obtained, or will obtain prior to commencing the Construction, approval of the placement of the Facilities and any required permits from any other entity (including departments or agencies of the City of Alexandria) whose approval is required by law, and (g) shall provide whatever other information the Director reasonably requests. The Director shall have the discretion, which is to be reasonably exercised, to determine the timing of the proposed Construction, taking into account both the dates requested by Licensee and other planned or on-going construction work in the affected Public Ways. Licensee agrees that Construction of Facilities in Public Ways shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, sewer pipe, traffic signal, street light and other utilities and conduits in the Public Ways, or with the public's use of the Public Ways, and shall, to the maximum degree feasible, be coordinated (including through the sharing of Facilities and other equipment and devices) with any construction being simultaneously undertaken at the same location by another provider of Telecommunications or of cable service or by a provider of utilities.

(c) Licensee shall, in connection with any Construction, Maintenance, or other activities in the Public Ways, comply with all applicable laws and regulations, including all permits required by the City.

(d) Maintenance. Licensee may perform Maintenance on the Facilities from time to time without prior approval of the Director as long as neither the component of the Facilities being worked on, nor any of the equipment or workers involved in such Maintenance are located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way. At least 30 days prior to performing Maintenance on any Facilities while located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way, Licensee (i) shall inform the Director in writing of the location at which it intends to perform such Maintenance, (ii) shall provide whatever other information the Director requests, and (iii) shall obtain either a verbal or a written approval of the Maintenance from the Director. In performing Maintenance, Licensee shall comply with all requirements established by the Director. In addition to and notwithstanding the provisions of this subsection (b), Licensee shall

maintain in good and safe condition all Facilities it places within Public Ways, and shall, in connection with any Maintenance activity it undertakes, comply with all applicable laws and regulations.

(e) Removal. Licensee may, at any time, in the exercise of its sole and absolute discretion, effect the Removal of any or all of the Facilities from the Public Ways, which Removal shall not terminate this Agreement. When performing any aspect of Removal where the Facilities being worked on or any of the equipment or workers involved in the Removal is located on the travel, parking, curb or sidewalk portion of a street, or any other portion of a Public Way, Licensee shall comply with all procedures applicable to Maintenance, as set forth above in subsection (d). In addition to and notwithstanding the provisions of this subsection (e), Licensee shall, in connection with any Removal activity, comply with all applicable laws and regulations.

(f) Undergrounding. Chapter 3 of title 5 of the City Code contains undergrounding requirements that apply, *inter alia*, to the installation, repair and replacement of "customer utility services" and "transmission and distribution lines." Licensee acknowledges that it is subject to these requirements and, consequently, that it will be required to install its Facilities undergrounding. Nothing herein shall limit Licensee's ability to seek a waiver of the undergrounding requirement for subsequent builds pursuant to the procedures set forth under Chapter 3 of title 5, Section 27 of the City Code.

(g) Relocation. Licensee shall remove from or relocate within a Public Way, at its own expense and within 90 days of written notice provided by Licensor, or any such longer time as reasonably requested by the Licensee and consented to by the Licensor, any of the Facilities identified by Licensor in said written notice, whenever Licensor, in its sole discretion, determines that (i) the Facilities interfere, disturb or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys or other Public Ways, public grounds, storm drainage systems, sewer systems, water mains, other public facilities or private utility systems, or (ii) the Facilities interfere, disturb or conflict with any public communications system or equipment (including but not limited to AM/FM radio, shortwave radio and two-way radio systems), or with any private communications system which was in operation at the time the facilities were constructed. Any relocation of Facilities shall be subject to all the provisions; terms and conditions of this Agreement, and to all applicable laws and regulations. Notwithstanding the foregoing, the Licensor shall reimburse the Licensee for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia (1950), as amended, or any other applicable law.

(h) When engaged in Construction of Facilities pursuant to this Agreement, Licensee shall not cause any inconvenience to the general public or the Licensor's work forces, except as authorized by the Director. When performing Maintenance or Removal of Facilities, Licensee shall not hinder or impede the flow of traffic to any greater extent than is reasonably necessary. Licensee shall strictly abide by any requirements imposed by the Director, including requirements relating to time limitations and the submission of a traffic control plan.

(i) Contractors. Licensee may hire contractors to construct, install, maintain, operate or repair its Facilities. Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of Licensee's facilities shall be properly licensed under the laws of the Commonwealth of Virginia and all local ordinances, where applicable, and each contractor or subcontractor shall have the same obligations with respect to its work as Licensee would have if the work were performed by Licensee. Licensee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this License and applicable laws, regulations, policies, and procedures, shall be fully responsible for all acts or omissions of contractors or subcontractors and shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor.

7. Damage to Public Ways and Other Property by Licensee.

(a) If, in the course of Construction, Maintenance, Removal or otherwise dealing with any of the Facilities, Licensee damages any pavement, street, alley, sidewalk, sewer, water or other pipe, public ground or any other public property, real or personal, belonging or dedicated to Licensor, Licensee shall promptly repair the same at its own cost and expense. If Licensee shall default in this obligation, Licensor may cure the default itself, and may charge to Licensee the cost it incurs in curing the default; provided, that prior to performing any work to cure a default, Licensor shall give Licensee written notice of the default and a period of five business days from the date of the notice in which to initiate action to cure the default and a period of 30 days in which to complete the cure; provided further, that these 5-day and 30-day periods will be extended by the Director for a reasonable amount of time if a cure of the default cannot reasonably be commenced, or the default cannot reasonably be cured, within such periods respectively, and Licensee has diligently pursued commencement of, or completion of, a cure during the period, as applicable.

(b) Notwithstanding the provisions of subsection (a), if the Director determines, in his sole discretion consistent with applicable law, that damage, as described in subsection (a), threatens the public health or safety, Licensor may commence the repair of the damage and assess its costs upon Licensee, as provided in subsection (a); provided, that, prior to commencing such repair work, Licensor shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to immediately repair the damage itself. In the event Licensee is unable to, or otherwise fails to, immediately repair the damage and Licensor performs the repair work, Licensor shall, immediately upon completion of the work, provide Licensee with written notice of the work it has performed, and also shall, reasonably soon after the completion of the work, provide Licensee with a statement of the reasonable cost Licensor incurred in performing the work.

(c) Licensee shall repave or resurface the Public Ways in accordance with the then current standards set forth by the Director if there are any street cuts or other disturbances of the surface of the Public Ways as a result of any installation by Licensee of Facilities under this Agreement.

(d) Any costs assessed upon Licensee under this section shall be paid to Licensor within 30 days of the assessment.

8. Unauthorized Use. In the event of any use by Licensee of a Public Way or any other property owned by or dedicated to Licensor that is not authorized by this Agreement, Licensee shall, immediately upon notice by Licensor, cease the use and remove all Facilities associated with the use. In addition, Licensee shall pay to Licensor a sum of five hundred dollars (\$500) for each day that the unauthorized use occurs.

9. Insurance. Licensee shall obtain and maintain throughout the term of this Agreement the following insurance coverages:

(a) Commercial general liability insurance in an amount not less than \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate coverage, covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors and products liability; and

(b) Virginia statutory workers compensation coverage, including Virginia benefits and employers' liability with limits of \$100,000/\$100,000/\$500,000. The general aggregate limits shall apply to all Facilities and activities under this Agreement. Licensor shall be named an additional insured on the liability policy. Prior to the start of any Construction, Licensee shall provide to the Director a certificate of insurance that demonstrates, to the satisfaction of the Director, that Licensee has in force the coverages required above, including contractual liability coverage, and that Licensor is an additional insured for purposes of the commercial general liability coverage.

10. Indemnification.

(a) Licensee shall indemnify and hold harmless Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees) resulting from or arising out of any bodily injury, death or property damage (including injury, death or damage, or other losses, sustained by Licensor or any of its officials, employees and agents) caused, in whole or in part, by any act or omission of the Licensee or its employees, officers, contractors, agents or servants relating to or involving the Construction, Maintenance or Removal of Facilities, or otherwise under this Agreement, or by any other act or omission by such persons under this Agreement, except to the extent that such bodily injury, death or property damage, or losses, are caused by the gross negligence or willful misconduct of Licensor or any of its officers, employees and agents.

(b) If a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a) shall be brought against the Licensor or one or more of its officers, employees or agents, either individually or jointly with Licensee, Licensee shall defend, indemnify and hold harmless the Licensor and the sued officers, employees and agents at the sole cost and expense of Licensee. The Licensor shall promptly provide the Licensee with written notice of the commencement of any such suit or action. The Licensee shall conduct the defense of such suit or action, subject to the Licensor's approval, which shall not be unreasonably withheld or delayed. The Licensor may also participate in this defense directly, at its own expense.

(c) If a final judgment is obtained against Licensor or one or more of its officers, employees or agents in a suit or action, either independently or jointly with Licensee, for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under this section, Licensee shall pay every judgment, including all costs and attorneys' fees, entered against Licensor and any of its officers, employees and agents.

(d) The Licensee shall be entitled to settle a claim brought in a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a), provided that the Licensee must obtain the prior written approval of Licensor for any settlement of such claims against the Licensor, which approval shall not be unreasonably withheld or unreasonably delayed.

(e) The indemnities in this section shall survive the expiration or earlier termination of this Agreement for a period of five years.

11. Termination and Expiration.

(a) This Agreement may be terminated by Licensee, at its election and without cause, by delivering written notice of termination to the Director at least 60 days prior to the effective date of such termination.

(b) In the event that Licensee violates any material term or condition of this Agreement, Licensee shall be considered in default. If such default continues for 30 days after Licensee has received written notice of the default from Licensor, Licensor may terminate the Agreement, effective immediately; provided, however, that such 30-day period will be extended for an additional period of time as is reasonable under the circumstances if Licensee's violation cannot reasonably be cured within the initial 30-day period and if Licensee has commenced a cure within such period and continues to diligently pursue such cure.

(c) If this Agreement is terminated, Licensee shall, at its sole expense, remove all Facilities from, and shall vacate, all Public Ways within 180 days of the effective date of the termination, or within such later time as may be prescribed by the Director.

(d) Licensee, at its sole expense, shall remove its Facilities from all Public Ways within 180 days after the expiration of this Agreement, or within such later time as may be prescribed by the Director, unless a new agreement shall have been entered into before such expiration date under which Licensee may continue to maintain its Facilities in the City.

(e) If Licensee fails to remove any of its Facilities as required by subsections (c) or (d), (i) Licensor may remove or cause the removal of the Facilities, and Licensee shall pay to Licensor its reasonable costs in effecting such removal within 30 days of Licensor's provision of written notice of the costs, or (ii) the Facilities shall be considered to have been conveyed to Licensor by Licensee, in which case they shall thereafter become the property of Licensor.

12. Assignment.

(a) This license may not be assigned by Licensee without the written consent of Licensor, which consent may or may not be given at the sole discretion of Licensor and may require action by the Alexandria City Council. However, Licensee may assign its rights, without the consent of the Licensor, to any Affiliate of Licensee, or to any successor-in-interest acquiring fifty-one percent (51%) or more of Licensee's stock or membership interests or substantially all of Licensee's assets, provided the Licensor is given notice of the assignment before it becomes effective. Any successor of Licensee shall be bound by all of the provisions, terms and conditions of this Agreement and shall be subject to all the obligations, stipulations and penalties herein prescribed.

(b) In addition, nothing in this Agreement shall be construed to require Licensee to obtain approval from Licensor in order to (i) lease any Facilities or any portion thereof owned by the Licensee in, on, or above the Public Ways, or (ii) grant an indefeasible right of use ("IRU") in the Facilities owned by the Licensee, or any portion thereof, to any entity or person, as long as (1) such lease or grant does not require or permit any entity other than the Licensee to place Facilities or conduct activities within the Public Ways; and (2) the Licensee remains responsible, for all Facilities, and all activities, within the Public Ways under such lease or grant.

13. Condemnation. Nothing in this Agreement is intended to or shall affect Licensor's authority to acquire Facilities located in Public Ways pursuant to condemnation proceedings or otherwise pursuant to law.

14. Effective Date. This Agreement and the rights and privileges hereby conferred shall not become effective until Licensee files with the Director (a) a copy of the Agreement executed by an authorized officer, and (b) a \$25,000 surety bond, with a good and sufficient surety reasonably acceptable to the Alexandria City Attorney, which guarantees the performance of Licensee under this Agreement, including without limitation that Licensee will maintain in good and safe condition all Facilities it places in Public Ways throughout the term of the Agreement, will remove said Facilities from the Public Ways in accordance with section 10 of the Agreement, and will comply with the provisions, terms and conditions of this Agreement in all respects.

15. Representations.

(a) By the signature below of its authorized legal representative, Licensee accepts this Agreement and the license it provides.

(b) This Agreement constitutes the entire agreement between the Licensor and Licensee, and it supersedes any prior agreements (if any) between the parties. Licensor and Licensee represent that no representation by either party or its officials or employees has induced the other party to execute this agreement. The parties agree that there are no representations inducements, promises or agreements, oral or otherwise, between them which are not embodied in this Agreement, which are of any force. No amendment of this Agreement shall be binding on either party unless set forth in a written document duly executed by authorized representatives of both parties.

16. Applicable Law. This Agreement was accepted in the Commonwealth of Virginia and shall be interpreted and construed under Virginia law and any applicable federal law, which law shall prevail in any conflict of laws.

17. Waivers.

(a) Subject to the foregoing, any waiver of this Agreement or any of its provisions shall be effective and binding upon the parties only if it is made in writing and duly signed by the parties.

(b) If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the Licensor or Licensee, nor constitute a waiver of any remedies available at equity or at law.

18. Severability. The Licensee and Licensor shall comply with any applicable federal law regarding the use of the Public Ways. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, such provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on the Licensee and the Licensor. If the terms of this Agreement are materially altered due to changes in governing law, then the parties shall negotiate in good faith to reconstitute this Agreement in a way consistent with then-applicable law in a form that, to the maximum extent possible, is consistent with the original intent of the parties and preserves the benefits bargained for by each party.

19. Force Majeure. Neither the Licensee nor the Licensor shall be liable for any delay or failure in performance of any party of this Agreement from any cause beyond its control and without its fault or negligence, which may include, without limitation, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires,

explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

20. Notice. All notices or other communications which are required or permitted herein shall be in writing and sufficient if (i) delivered personally, (ii) sent by facsimile transmission followed by written confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), (iv) or sent by registered or certified mail, postage prepaid, return receipt requested, to the party at its addresses or facsimile number set forth below or to such other address or party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the same day as a facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

To Licensee: Cox Virginia Telcom, LLC
Vice President, Cox Business, Virginia
1341 Crossways Blvd.
Chesapeake, VA 23320

With copy to: Cox Communications
Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

Cox Communications
Attn: Government Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

To Licensor: Director Dept. of Transportation and Environmental Services
301 King Street
Suite 1400
Alexandria, Virginia 22314

With copy to: City Attorney
301 King Street Suite 1300
Alexandria, Virginia 22314

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

Cox Virginia Telcom, LLC -ALEXANDRIA VA LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF ALEXANDRIA, a municipal
Corporation of Virginia

COX VIRGINIA TELCOM, LLC

By: _____
James F. Parajon
City Manager

By: _____
J.D. Myers, II, Sr. Vice President &
Region Manager East
Cox Virginia Telcom, LLC

Date: _____

Date: _____

LICENSE AGREEMENT

CITY OF ALEXANDRIA
COX VIRGINIA TELCOM, LLC

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LICENSE AGREEMENT

THIS AGREEMENT is made this 16th day of March 2019, by the City of Alexandria ("Licensor"), a municipal corporation of Virginia, and Cox Virginia Telcom, LLC ("Licensee"), a Delaware limited liability company.

WHEREAS, Licensee desires to use Licensor's streets in connection with its operation of a telecommunications system and delivery of telecommunications services; and

WHEREAS, Licensee has an existing license, as amended, to use identified rights-of-ways in connection with its operation of a telecommunications system and delivery of telecommunications services and that license will expire on September 18, 2018; and

WHEREAS, Licensee desire to negotiate a new license with a five-year term to continue its operations of a telecommunications systems and to deliver telecommunications services in the City; and

WHEREAS, Licensor is willing to enter into a new license to permit Licensee to use its streets in connection with such system and service in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Access Lines" shall include residence and business telephone lines and other switched (packet or circuit) lines connecting the customer premises to the public switched telephone network for the transmission of outgoing voice-grade telecommunications services. Centrex, PBX, or other multistation telecommunications services will incur a Public Rights-of-Way Use Fee on every line or trunk (Network Access Registrar or PBX trunk) that allows simultaneous unrestricted outward dialing to the public switched network. ISDN Primary Rate Interface services will be charged five Public Rights-of-Way Use Fees for every ISDN Primary Rate Interface network facility established by the customer. Other channelized services in which each voice-grade channel is controlled by the telecommunications service provider shall be charged one fee for each line that allows simultaneous unrestricted outward dialing to the public switched telephone network. Access lines do not include local, state, and federal government lines; access lines used to provide service to users as part of the Virginia Universal Service Plan; interstate and intrastate dedicated WATS lines; special access lines; off-premises extensions; official lines internally provided and used by providers of telecommunications service for administrative, testing, intercept, and verification purposes; and commercial mobile radio service.

(b) "Affiliate" shall mean any Person controlling, controlled by or under common control with another Person.

(c) "Construction" shall mean the installation, construction, relocation, removal and material expansion of any Facilities within a Public Way.

(d) "Director" shall mean any director of the Alexandria Department of Transportation and Environmental Services, or the Director's designee.

(e) "Facilities" shall mean any and all cables, lines, wires, conduit, access manholes, switches, pedestals, boxes and other similar equipment and devices in the City owned by Licensee and used in the delivery of Telecommunication or on which Licensee performs repair, Maintenance, relocation or Removal in such a way as to require access to the Public Ways.

(f) "License Area" shall mean the specific public rights-of-way for which this non exclusive License is granted for the term of the License

(g) "Maintenance" shall mean the maintenance, repair, replacement (including upgrading and non-material expansion), and Removal of the Facilities.

(h) "Person" shall mean a natural person or an association, partnership, corporation or other legally recognized entity.

(i) "Public Ways" shall mean the surface, the areas below the surface, and the air space above the surface of any and all of the following rights-of-way owned by or dedicated to the City of Alexandria which, during the term of this Agreement, are located within the corporate limits of the City of Alexandria: highways, roads, streets, lanes, alleys, curbs, sidewalks, bridges, overpasses, underpasses, and other similar rights-of-way.

(j) "Removal" shall mean the removal of any or all of the Facilities from the Public Ways as set forth in Section 5(e) of this Agreement.

(j) "Telecommunications" shall mean telecommunications services as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

2. Grant and Term of License.

(a) In exchange for the consideration described herein, Licensor grants to Licensee permission to use the License Area, in accordance with the provisions, terms and conditions in this Agreement and solely in order to provide Telecommunications and for the Construction, Maintenance and Removal of Facilities. The permission granted by this subsection is non-exclusive, and nothing in this Agreement shall affect the right of Licensor to permit other Persons to use the Public Ways.

(b) The License Area and the specific public rights-of-ways in which Licensee has installed and/or may install its Facilities are:

See Exhibit 1

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

(c) This Agreement and the permission granted by subsection (a) shall be subject to the police power of the City of Alexandria, and to all ordinances heretofore or hereafter enacted by the Alexandria City Council, to all regulations promulgated by Alexandria City officials, and to other applicable laws and regulations established by the Commonwealth of Virginia or the United States.

(d) The term of this license shall be from July 1, 2018 through June 30, 2023. This license may not be renewed. However, at any time before the conclusion of the term of this license Licensee shall have the right to negotiate with the Licensor for a new license for the Construction, Maintenance and Removal of Facilities within Public Ways.

(e) When used in this Agreement, the term "year" shall mean the period from July 1 of a year through June 30 of the following year.

3. License Fee.

(a) As compensation for this license, Licensee shall pay to Licensor, for each of the five years of this Agreement, a license fee as defined in this Section 3(a).

(i) Unless and until Licensee shows that its Facilities are being used to provide service to Access Lines in Virginia, which service may be provided by an Affiliate of Licensee, and for any Subsequent Time Period (as defined in Section 3(a)(iv)) during which they are not so used, the license fee shall be \$3.50 per annum per linear foot of Licensee's Facilities installed in the Public Ways, which shall be prorated on a per-month basis, provided that the obligation to pay such license fee shall not commence until thirty (30) days after Licensee has completed the installation of its initial Facilities in accordance with Exhibit A.

(ii) If and when Licensee shows that its Facilities are being used to provide service to Access Lines in Virginia, and until there is a Subsequent Time Period during which they are not so used, the license fee shall be calculated pursuant to § 5-2-160 *et seq.* of The Code of the City of Alexandria, 1981, as amended (the "City Code"); provided, that should the City of Alexandria's authority to impose the license fee provided for § 5-2-160 *et seq.* of the City Code be rescinded by the Virginia General Assembly or modified in a manner which would result in a lower fee being imposed upon Licensee, Licensee shall continue to pay, for the remainder of the term of this Agreement, the fee as defined in § 5-2-160 *et seq.* of the City Code immediately prior to such rescission or modification, so long as the fee is applied to all similar users of the Public Ways on a non-discriminatory basis.

(iii) The Licensee may show that its Facilities are being used to provide service to Access Lines in Virginia by filing with the City a certification by the Licensee stating that the Licensee uses its Facilities in the City to transmit signals that travel to or from at least one Access Line serving an end-user customer of the Licensee in the Commonwealth of Virginia, along with proof of payment of the license fee required by § 5-2-160 *et seq.* of the City Code .

(iv) If any of the conditions certified to the City pursuant to Section 3(a)(iii) cease to be met for a period of one month or more (a "Subsequent Time Period"), the Licensee shall immediately notify the City, and the license fee shall revert to the definition - specified in Section 3(a)(i) unless and until the Licensee can make a new showing pursuant to Section 3(a)(iii).

(b) The license fee shall be paid on a quarterly basis within two months after the end of the quarter for which the amount is due. Licensee acknowledges that the per-month fee defined in § 5-2-161 of the City Code may, at any time during the term of this Agreement, be increased by the Virginia Department of Transportation pursuant to § 56-462 of the Code of Virginia (1950), as amended. To the extent that fee is applicable under Section 3(a) hereof, Licensee agrees to pay any such increases in the per-month fee so long as the fee is applied to all similar users of the Public Ways on a non-discriminatory basis.

(c) A penalty, equal to 8 percent of the due and owing quarterly installment, shall be assessed against Licensee whenever it fails to pay an uncontested quarterly license fee installment on or before the date required by this section. In addition, interest, at 10 percent per annum on the due and owing uncontested quarterly license fee installment, shall be assessed against Licensee whenever it fails to pay the quarterly license fee installment on or before the date required by this section. Said interest shall start to run the day after the day that the quarterly license fee installment was due Licensee shall furnish to the Licensor with each quarterly license fee installment payment a statement, executed by an authorized officer of Licensee or his or her designee, showing the basis for the payment (number of Access Lines or linear footage) and the calculation that derives the payment from that basis.

(d) If Licensee discovers that it has failed to make the entire or correct amount of the quarterly license fee payment due, it shall pay to Licensor the additional amount due (including a penalty of 8 percent of such amount and interest calculated under subsection (c), above) within 30 days of its discovery of the underpayment. Any overpayment of the quarterly license fee by Licensee through error or otherwise shall be called to the attention of Licensor which, if satisfied that an overpayment was made, shall offset the amount of the overpayment, with interest at 10 percent per annum from the date paid, against the next quarterly license fee installment payment due from Licensee.

(e) Acceptance by the Licensor of any payment due under this section shall not be deemed to be a waiver by the Licensor of any breach of this license occurring prior thereto; nor shall the acceptance by the Licensor of any such payment preclude the Licensor from later establishing that a larger amount was actually due, or from collecting any balance due to the Licensor.

(f) The License Fee shall be paid in addition to, not instead of, any other amounts Licensee is required to pay Licensor by contract or under Licensor's taxing authority.

(g) On or before (i) July 1, 2019, (ii) July 1 of each subsequent year during the term of this Agreement, and (iii) June 30, 2023, Licensee shall furnish Licensor with a statement, executed by an authorized officer of Licensee or his or her designee, certifying that the total license fee paid by Licensee for the immediately preceding year was the correct amount required under this agreement.

(h) By agreeing to pay the license fee described in Section 3(a)(i) hereof, on the terms and conditions herein contained, Licensee does not waive its ability to take the position that such fees are not lawfully imposed under federal or Commonwealth of Virginia law. However, Licensee shall take no legal action against the City on that basis unless and until a court or agency of competent jurisdiction issues a decision that a compensation scheme of the type described in Section 3(a)(i) hereof is unlawful under federal or Commonwealth of Virginia law, in which case Licensor agrees to meet with Licensee, at Licensee's request, and renegotiate the compensation arrangements in this Agreement. In the event that Licensee and Licensor cannot agree on the terms of the compensation arrangements within 60 days of Licensee's request to renegotiate, Licensee reserves all rights to challenge in any forum with competent

jurisdiction the lawfulness of all license fee payments required and made under this Agreement and to seek injunctive relief against the prospective payment of such fees.

5. Licensee's Books of Account and Records; Reports.

(a) Licensee shall keep accurate books of account for the purpose of determining the license fee due to the Licensor. Licensee shall, within five business days after a written request by Licensor, forward to Licensee's primary office in Northern Virginia or another location of its choosing with the approval of the Licensor, copies of the books of account to the extent necessary to confirm the accuracy of payments due the Licensor, which Licensor may inspect at any time during regular business hours. Licensor may audit the books from time to time at Licensor's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due the Licensor. Notwithstanding any other provision of this Agreement, all information reviewed or otherwise accessible to Licensor in exercising its rights under this Section 4(a) shall be deemed confidential and proprietary to Licensee, and shall be held in confidence, to the maximum extent permitted by law.

(b) Upon reasonable request by Licensor, Licensee shall promptly transmit, mail or deliver, in accordance with section 16 herein, copies of its financial records that will enable Licensor to determine the accuracy of any license fee payments made by Licensor.

(c) Licensor agrees to hold in confidence, to the maximum extent permitted by Virginia Public Records law, any information it receives from Licensee which, at the time that it is submitted to Licensor, is marked "proprietary information - confidential."

6. Operations Under License Agreement.

(a) Any Construction, Maintenance, or other activities in the Public Ways by the Licensee shall be subject to the City's general permit requirements.

(b) Annual Operations Plans.

(i) Within thirty days after the effective date of this Agreement, and, at least thirty days prior to each subsequent 12-month period, or partial period, occurring during the term of this Agreement, Licensee shall prepare and submit to the Director an initial Annual Operations Plan which shall describe or otherwise show each of the Public Ways in which Licensee intends to construct Facilities during the 12 months following the plan's submission, the type of Facilities Licensee intends to construct in each such Public Way, and the approximate date on which Licensee intends to begin construction in each Public Way. Such Annual Operations Plans shall be non-binding, but shall represent a reasonable projection by the Licensee of the activities it anticipates undertaking over the subsequent year. Licensor agrees to hold in confidence, to the maximum extent permitted by law, any information it receives from Licensee under its Annual Operations Plans which, at the time that it is submitted to Licensor, is marked "proprietary information - confidential."

(ii) The Licensee shall within a reasonable time period review any comments submitted, and shall respond within a reasonable time period to any questions posed, by the Director with respect to an Annual Operations Plan. In the event that, during a 12-month period covered by an Annual Operations Plan, Licensee makes significant changes in its anticipated routes, Licensee shall promptly submit to the Director an amendment to the Annual Operations Plan covering such changes.

(iii) Licensee shall, at the time it applies for a construction permit, submit to the Director accompanying information which (a) shall indicate how the proposed construction is related to the Annual Operations Plan, (b) shall identify the specific location within each Public Way in which the proposed construction is to take place, (c) shall describe the Facilities to be installed in each Public Way and the construction techniques to be used in accomplishing the installation, (d) shall provide a traffic control plan that shall be reviewed and approved by the Director, (e) shall state, as to each Public Way, the dates on which the proposed construction is to commence and on which the proposed construction is anticipated to be completed, (f) shall verify that Licensee has obtained, or will obtain prior to commencing the Construction, approval of the placement of the Facilities and any required permits from any other entity (including departments or agencies of the City of Alexandria) whose approval is required by law, and (g) shall provide whatever other information the Director reasonably requests. The Director shall have the discretion, which is to be reasonably exercised, to determine the timing of the proposed Construction, taking into account both the dates requested by Licensee and other planned or on-going construction work in the affected Public Ways. Licensee agrees that Construction of Facilities in Public Ways shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, sewer pipe, traffic signal, street light and other utilities and conduits in the Public Ways, or with the public's use of the Public Ways, and shall, to the maximum degree feasible, be coordinated (including through the sharing of Facilities and other equipment and devices) with any construction being simultaneously undertaken at the same location by another provider of Telecommunications or of cable service or by a provider of utilities.

(c) Licensee shall, in connection with any Construction, Maintenance, or other activities in the Public Ways, comply with all applicable laws and regulations, including all permits required by the City.

(d) Maintenance. Licensee may perform Maintenance on the Facilities from time to time without prior approval of the Director as long as neither the component of the Facilities being worked on, nor any of the equipment or workers involved in such Maintenance are located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way. At least 30 days prior to performing Maintenance on any Facilities while located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way, Licensee (i) shall inform the Director in writing of the location at which it intends to perform such Maintenance, (ii) shall provide whatever other information the Director requests, and (iii) shall obtain either a verbal or a written approval of the Maintenance from the Director. In performing Maintenance, Licensee shall comply with all requirements established by the Director. In addition to and notwithstanding the provisions of this subsection (b), Licensee shall

maintain in good and safe condition all Facilities it places within Public Ways, and shall, in connection with any Maintenance activity it undertakes, comply with all applicable laws and regulations.

(e) Removal. Licensee may, at any time, in the exercise of its sole and absolute discretion, effect the Removal of any or all of the Facilities from the Public Ways, which Removal shall not terminate this Agreement. When performing any aspect of Removal where the Facilities being worked on or any of the equipment or workers involved in the Removal is located on the travel, parking, curb or sidewalk portion of a street, or any other portion of a Public Way, Licensee shall comply with all procedures applicable to Maintenance, as set forth above in subsection (d). In addition to and notwithstanding the provisions of this subsection (e), Licensee shall, in connection with any Removal activity, comply with all applicable laws and regulations.

(f) Undergrounding. Chapter 3 of title 5 of the City Code contains undergrounding requirements that apply, *inter alia*, to the installation, repair and replacement of "customer utility services" and "transmission and distribution lines." Licensee acknowledges that it is subject to these requirements and, consequently, that it will be required to install its Facilities undergrounding. Nothing herein shall limit Licensee's ability to seek a waiver of the undergrounding requirement for subsequent builds pursuant to the procedures set forth under Chapter 3 of title 5, Section 27 of the City Code.

(g) Relocation. Licensee shall remove from or relocate within a Public Way, at its own expense and within 90 days of written notice provided by Licensor, or any such longer time as reasonably requested by the Licensee and consented to by the Licensor, any of the Facilities identified by Licensor in said written notice, whenever Licensor, in its sole discretion, determines that (i) the Facilities interfere, disturb or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys or other Public Ways, public grounds, storm drainage systems, sewer systems, water mains, other public facilities or private utility systems, or (ii) the Facilities interfere, disturb or conflict with any public communications system or equipment (including but not limited to AM/FM radio, shortwave radio and two-way radio systems), or with any private communications system which was in operation at the time the facilities were constructed. Any relocation of Facilities shall be subject to all the provisions; terms and conditions of this Agreement, and to all applicable laws and regulations. Notwithstanding the foregoing, the Licensor shall reimburse the Licensee for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia (1950), as amended, or any other applicable law.

(h) When engaged in Construction of Facilities pursuant to this Agreement, Licensee shall not cause any inconvenience to the general public or the Licensor's work forces, except as authorized by the Director. When performing Maintenance or Removal of Facilities, Licensee shall not hinder or impede the flow of traffic to any greater extent than is reasonably necessary. Licensee shall strictly abide by any requirements imposed by the Director, including requirements relating to time limitations and the submission of a traffic control plan.

(i) Contractors. Licensee may hire contractors to construct, install, maintain, operate or repair its Facilities. Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of Licensee's facilities shall be properly licensed under the laws of the Commonwealth of Virginia and all local ordinances, where applicable, and each contractor or subcontractor shall have the same obligations with respect to its work as Licensee would have if the work were performed by Licensee. Licensee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this License and applicable laws, regulations, policies, and procedures, shall be fully responsible for all acts or omissions of contractors or subcontractors and shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor.

7. Damage to Public Ways and Other Property by Licensee.

(a) If, in the course of Construction, Maintenance, Removal or otherwise dealing with any of the Facilities, Licensee damages any pavement, street, alley, sidewalk, sewer, water or other pipe, public ground or any other public property, real or personal, belonging or dedicated to Licensor, Licensee shall promptly repair the same at its own cost and expense. If Licensee shall default in this obligation, Licensor may cure the default itself, and may charge to Licensee the cost it incurs in curing the default; provided, that prior to performing any work to cure a default, Licensor shall give Licensee written notice of the default and a period of five business days from the date of the notice in which to initiate action to cure the default and a period of 30 days in which to complete the cure; provided further, that these 5-day and 30-day periods will be extended by the Director for a reasonable amount of time if a cure of the default cannot reasonably be commenced, or the default cannot reasonably be cured, within such periods respectively, and Licensee has diligently pursued commencement of, or completion of, a cure during the period, as applicable.

(b) Notwithstanding the provisions of subsection (a), if the Director determines, in his sole discretion consistent with applicable law, that damage, as described in subsection (a), threatens the public health or safety, Licensor may commence the repair of the damage and assess its costs upon Licensee, as provided in subsection (a); provided, that, prior to commencing such repair work, Licensor shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to immediately repair the damage itself. In the event Licensee is unable to, or otherwise fails to, immediately repair the damage and Licensor performs the repair work, Licensor shall, immediately upon completion of the work, provide Licensee with written notice of the work it has performed, and also shall, reasonably soon after the completion of the work, provide Licensee with a statement of the reasonable cost Licensor incurred in performing the work.

(c) Licensee shall repave or resurface the Public Ways in accordance with the then current standards set forth by the Director if there are any street cuts or other disturbances of the surface of the Public Ways as a result of any installation by Licensee of Facilities under this Agreement.

(d) Any costs assessed upon Licensee under this section shall be paid to Licensor within 30 days of the assessment.

8. Unauthorized Use. In the event of any use by Licensee of a Public Way or any other property owned by or dedicated to Licensor that is not authorized by this Agreement, Licensee shall, immediately upon notice by Licensor, cease the use and remove all Facilities associated with the use. In addition, Licensee shall pay to Licensor a sum of five hundred dollars (\$500) for each day that the unauthorized use occurs.

9. Insurance. Licensee shall obtain and maintain throughout the term of this Agreement the following insurance coverages:

(a) Commercial general liability insurance in an amount not less than \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate coverage, covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors and products liability; and

(b) Virginia statutory workers compensation coverage, including Virginia benefits and employers' liability with limits of \$100,000/\$100,000/\$500,000. The general aggregate limits shall apply to all Facilities and activities under this Agreement. Licensor shall be named an additional insured on the liability policy. Prior to the start of any Construction, Licensee shall provide to the Director a certificate of insurance that demonstrates, to the satisfaction of the Director, that Licensee has in force the coverages required above, including contractual liability coverage, and that Licensor is an additional insured for purposes of the commercial general liability coverage.

10. Indemnification.

(a) Licensee shall indemnify and hold harmless Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees) resulting from or arising out of any bodily injury, death or property damage (including injury, death or damage, or other losses, sustained by Licensor or any of its officials, employees and agents) caused, in whole or in part, by any act or omission of the Licensee or its employees, officers, contractors, agents or servants relating to or involving the Construction, Maintenance or Removal of Facilities, or otherwise under this Agreement, or by any other act or omission by such persons under this Agreement, except to the extent that such bodily injury, death or property damage, or losses, are caused by the gross negligence or willful misconduct of Licensor or any of its officers, employees and agents.

(b) If a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a) shall be brought against the Licensor or one or more of its officers, employees or agents, either individually or jointly with Licensee, Licensee shall defend, indemnify and hold harmless the Licensor and the sued officers, employees and agents at the sole cost and expense of Licensee. The Licensor shall promptly provide the Licensee with written notice of the commencement of any such suit or action. The Licensee shall conduct the defense of such suit or action, subject to the Licensor's approval, which shall not be unreasonably withheld or delayed. The Licensor may also participate in this defense directly, at its own expense.

(c) If a final judgment is obtained against Licensor or one or more of its officers, employees or agents in a suit or action, either independently or jointly with Licensee, for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under this section, Licensee shall pay every judgment, including all costs and attorneys' fees, entered against Licensor and any of its officers, employees and agents.

(d) The Licensee shall be entitled to settle a claim brought in a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a), provided that the Licensee must obtain the prior written approval of Licensor for any settlement of such claims against the Licensor, which approval shall not be unreasonably withheld or unreasonably delayed.

(e) The indemnities in this section shall survive the expiration or earlier termination of this Agreement for a period of five years.

11. Termination and Expiration.

(a) This Agreement may be terminated by Licensee, at its election and without cause, by delivering written notice of termination to the Director at least 60 days prior to the effective date of such termination.

(b) In the event that Licensee violates any material term or condition of this Agreement, Licensee shall be considered in default. If such default continues for 30 days after Licensee has received written notice of the default from Licensor, Licensor may terminate the Agreement, effective immediately; provided, however, that such 30-day period will be extended for an additional period of time as is reasonable under the circumstances if Licensee's violation cannot reasonably be cured within the initial 30-day period and if Licensee has commenced a cure within such period and continues to diligently pursue such cure.

(c) If this Agreement is terminated, Licensee shall, at its sole expense, remove all Facilities from, and shall vacate, all Public Ways within 180 days of the effective date of the termination, or within such later time as may be prescribed by the Director.

(d) Licensee, at its sole expense, shall remove its Facilities from all Public Ways within 180 days after the expiration of this Agreement, or within such later time as may be prescribed by the Director, unless a new agreement shall have been entered into before such expiration date under which Licensee may continue to maintain its Facilities in the City.

(e) If Licensee fails to remove any of its Facilities as required by subsections (c) or (d), (i) Licensor may remove or cause the removal of the Facilities, and Licensee shall pay to Licensor its reasonable costs in effecting such removal within 30 days of Licensor's provision of written notice of the costs, or (ii) the Facilities shall be considered to have been conveyed to Licensor by Licensee, in which case they shall thereafter become the property of Licensor.

12. Assignment.

(a) This license may not be assigned by Licensee without the written consent of Licensor, which consent may or may not be given at the sole discretion of Licensor and may require action by the Alexandria City Council. However, Licensee may assign its rights, without the consent of the Licensor, to any Affiliate of Licensee, or to any successor-in-interest acquiring fifty-one percent (51%) or more of Licensee's stock or membership interests or substantially all of Licensee's assets, provided the Licensor is given notice of the assignment before it becomes effective. Any successor of Licensee shall be bound by all of the provisions, terms and conditions of this Agreement and shall be subject to all the obligations, stipulations and penalties herein prescribed.

(b) In addition, nothing in this Agreement shall be construed to require Licensee to obtain approval from Licensor in order to (i) lease any Facilities or any portion thereof owned by the Licensee in, on, or above the Public Ways, or (ii) grant an indefeasible right of use ("IRU") in the Facilities owned by the Licensee, or any portion thereof, to any entity or person, as long as (1) such lease or grant does not require or permit any entity other than the Licensee to place Facilities or conduct activities within the Public Ways; and (2) the Licensee remains responsible, for all Facilities, and all activities, within the Public Ways under such lease or grant.

13. Condemnation. Nothing in this Agreement is intended to or shall affect Licensor's authority to acquire Facilities located in Public Ways pursuant to condemnation proceedings or otherwise pursuant to law.

14. Effective Date. This Agreement and the rights and privileges hereby conferred shall not become effective until Licensee files with the Director (a) a copy of the Agreement executed by an authorized officer, and (b) a \$25,000 surety bond, with a good and sufficient surety reasonably acceptable to the Alexandria City Attorney, which guarantees the performance of Licensee under this Agreement, including without limitation that Licensee will maintain in good and safe condition all Facilities it places in Public Ways throughout the term of the Agreement, will remove said Facilities from the Public Ways in accordance with section 10 of the Agreement, and will comply with the provisions, terms and conditions of this Agreement in all respects.

15. Representations.

(a) By the signature below of its authorized legal representative, Licensee accepts this Agreement and the license it provides.

(b) This Agreement constitutes the entire agreement between the Licensor and Licensee, and it supersedes any prior agreements (if any) between the parties. Licensor and Licensee represent that no representation by either party or its officials or employees has induced the other party to execute this agreement. The parties agree that there are no representations inducements, promises or agreements, oral or otherwise, between them which are not embodied in this Agreement, which are of any force. No amendment of this Agreement shall be binding on either party unless set forth in a written document duly executed by authorized representatives of both parties.

16. Applicable Law. This Agreement was accepted in the Commonwealth of Virginia and shall be interpreted and construed under Virginia law and any applicable federal law, which law shall prevail in any conflict of laws.

17. Waivers.

(a) Subject to the foregoing, any waiver of this Agreement or any of its provisions shall be effective and binding upon the parties only if it is made in writing and duly signed by the parties.

(b) If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the Licensor or Licensee, nor constitute a waiver of any remedies available at equity or at law.

18. Severability. The Licensee and Licensor shall comply with any applicable federal law regarding the use of the Public Ways. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, such provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on the Licensee and the Licensor. If the terms of this Agreement are materially altered due to changes in governing law, then the parties shall negotiate in good faith to reconstitute this Agreement in a way consistent with then-applicable law in a form that, to the maximum extent possible, is consistent with the original intent of the parties and preserves the benefits bargained for by each party.

19. Force Majeure. Neither the Licensee nor the Licensor shall be liable for any delay or failure in performance of any party of this Agreement from any cause beyond its control and without its fault or negligence, which may include, without limitation, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires,

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

20. Notice. All notices or other communications which are required or permitted herein shall be in writing and sufficient if (i) delivered personally, (ii) sent by facsimile transmission followed by written confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), (iv) or sent by registered or certified mail, postage prepaid, return receipt requested, to the party at its addresses or facsimile number set forth below or to such other address or party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the same day as a facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

To Licensee: Cox Virginia Telcom, LLC
Vice President, Cox Business, Virginia
1341 Crossways Blvd.
Chesapeake, VA 23320

With copy to: Cox Communications
Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

To Licensor: Director Dept. of Transportation and Environmental Services
301 King Street
Suite 1400
Alexandria, Virginia 22314


With copy to: City Attorney
301 King Street Suite 1300
Alexandria, Virginia 22314

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

Cox Virginia Telcom, LLC -ALEXANDRIA VA LICENSE AGREEMENT

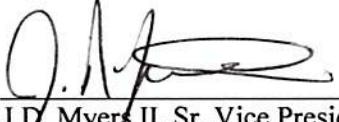
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF ALEXANDRIA, a municipal
Corporation of Virginia

By: 
Mark Jinks
City Manager

Date: 3-29-19

COX COM, LLC

By: 
J.D. Myers II, Sr. Vice President &
Region Manager
Cox Virginia Telcom, LLC

Date: 3/25/2019

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 1

License Area

4320 Seminary Road
Alexandria, VA



COMMUNICATIONS

Northern Virginia

7741 Southern Drive
Springfield, VA 22150

4320 Seminary Rd

SCOPE OF WORK

At the intersection of North Howard Street and Seminary Road there will be a Service Drop to the property at 4320 Seminary Road. (0.15 miles)

Continue heading north on North Howard Street to the intersection of North Howard Street and West Braddock Road. (0.37 miles)

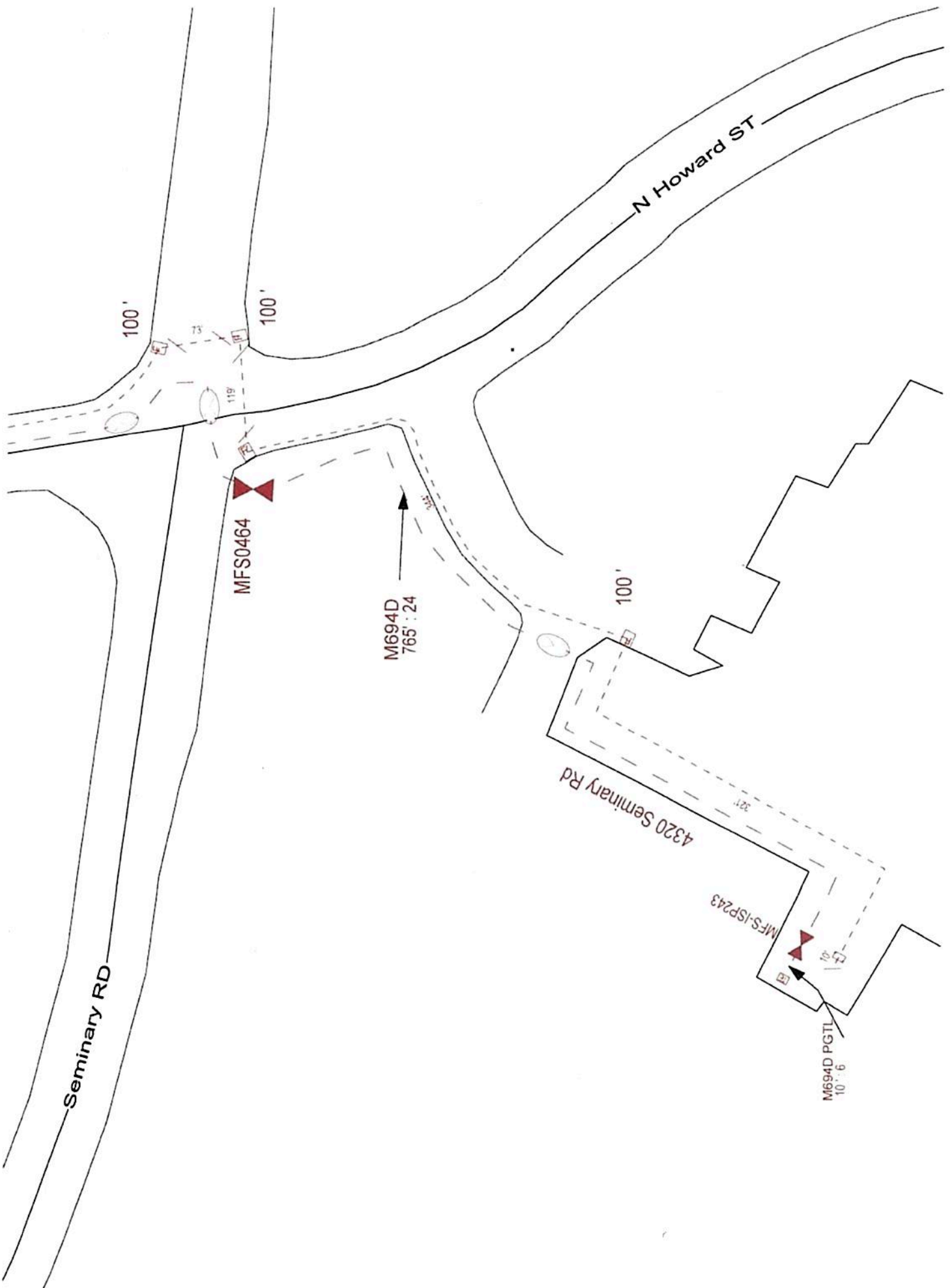
Continue heading northwest on West Braddock Road to the VDOT Rights-of-Way crossing for Interstate 395. (0.24 miles)

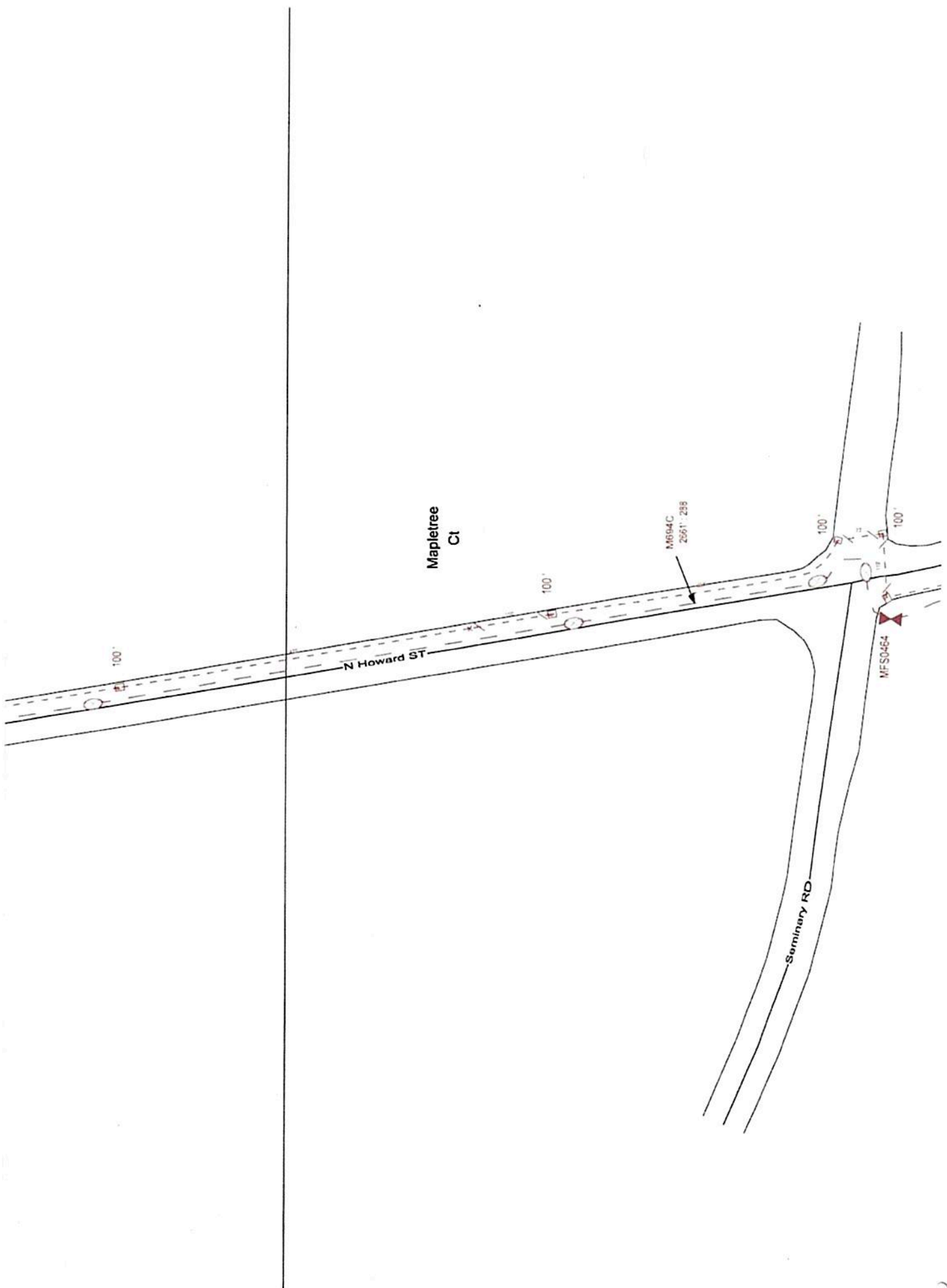
Continue from the VDOT Rights-of-Way crossing for Interstate 395 northwest on West Braddock Road to the intersection of West Braddock Road and North Beauregard Street. (0.55 miles)

Continue heading northeast on North Beauregard Street to the intersection of North Beauregard Street and King Street. (0.28 miles)

Continue heading northwest to the City of Alexandria boundary on King Street (where King Street becomes Leesburg Pike in Fairfax County). (0.21 miles)

The construction will continue into Fairfax County.





Mapletree Ct

N Howard ST

Seminary RD

M694C
2561' 238

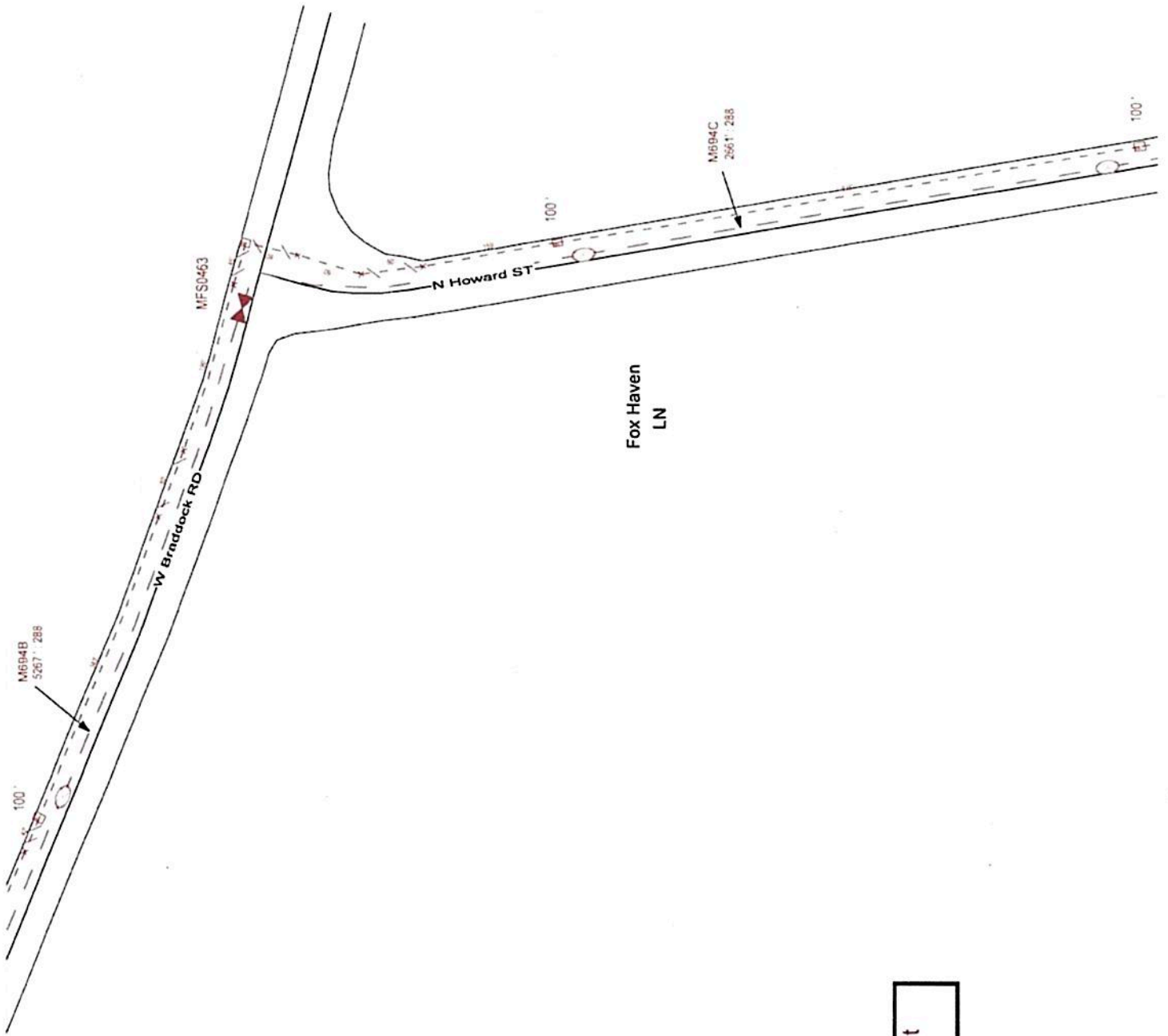
MFS0464

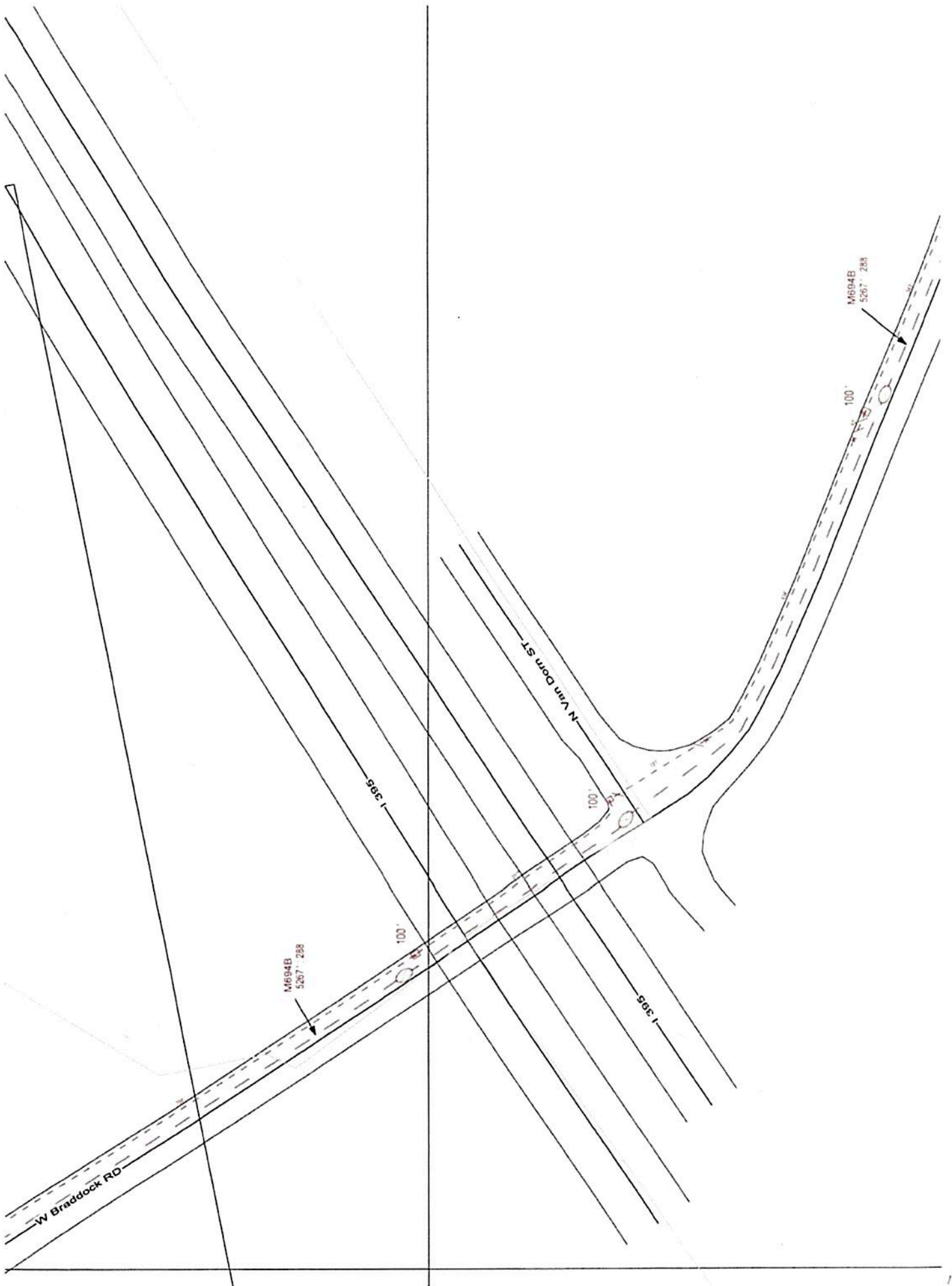
100'

100'

100'

100'









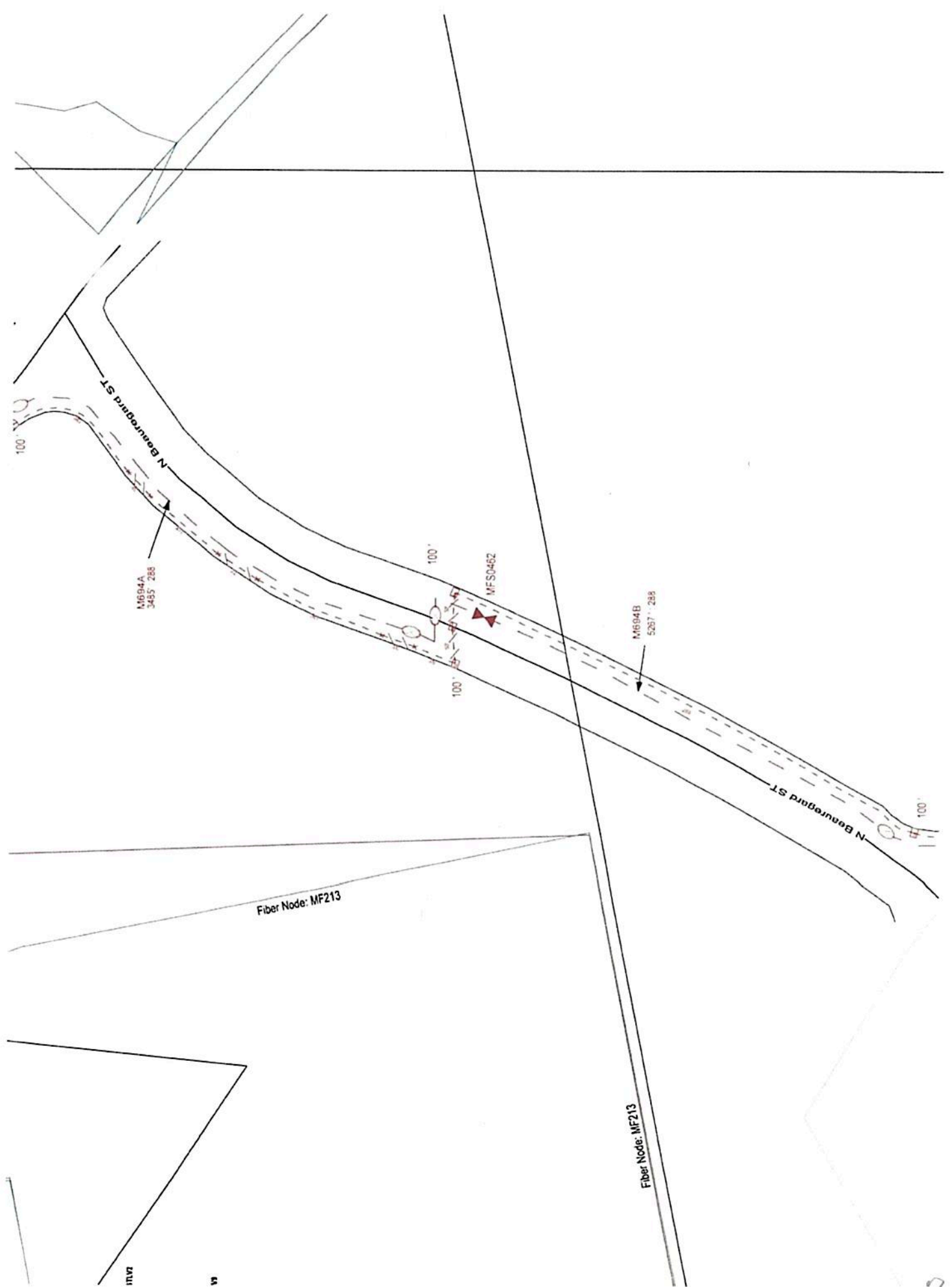
N Beaugard St

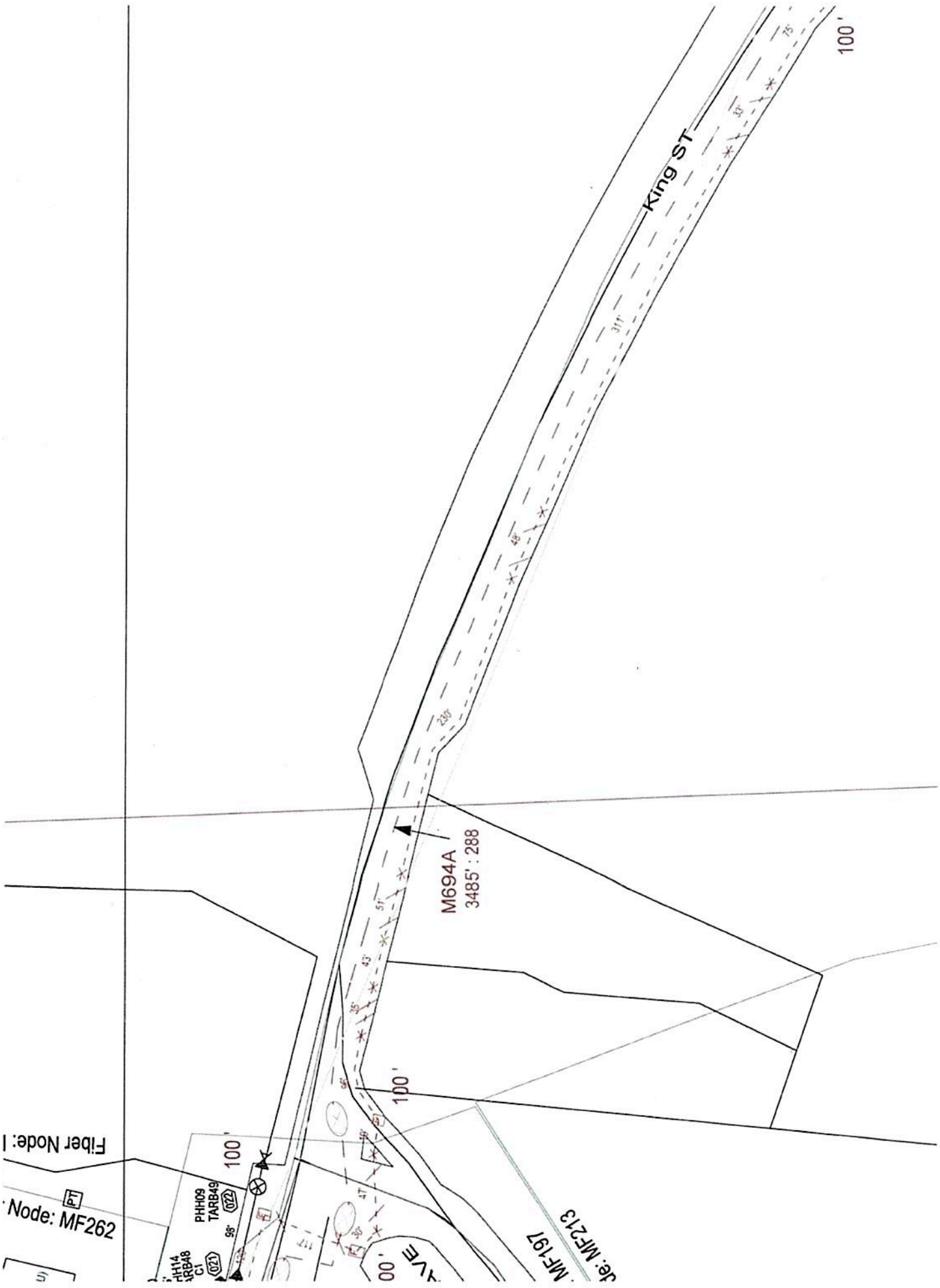
W Braddock Rd

M694B
5257' 288'

100'

100'



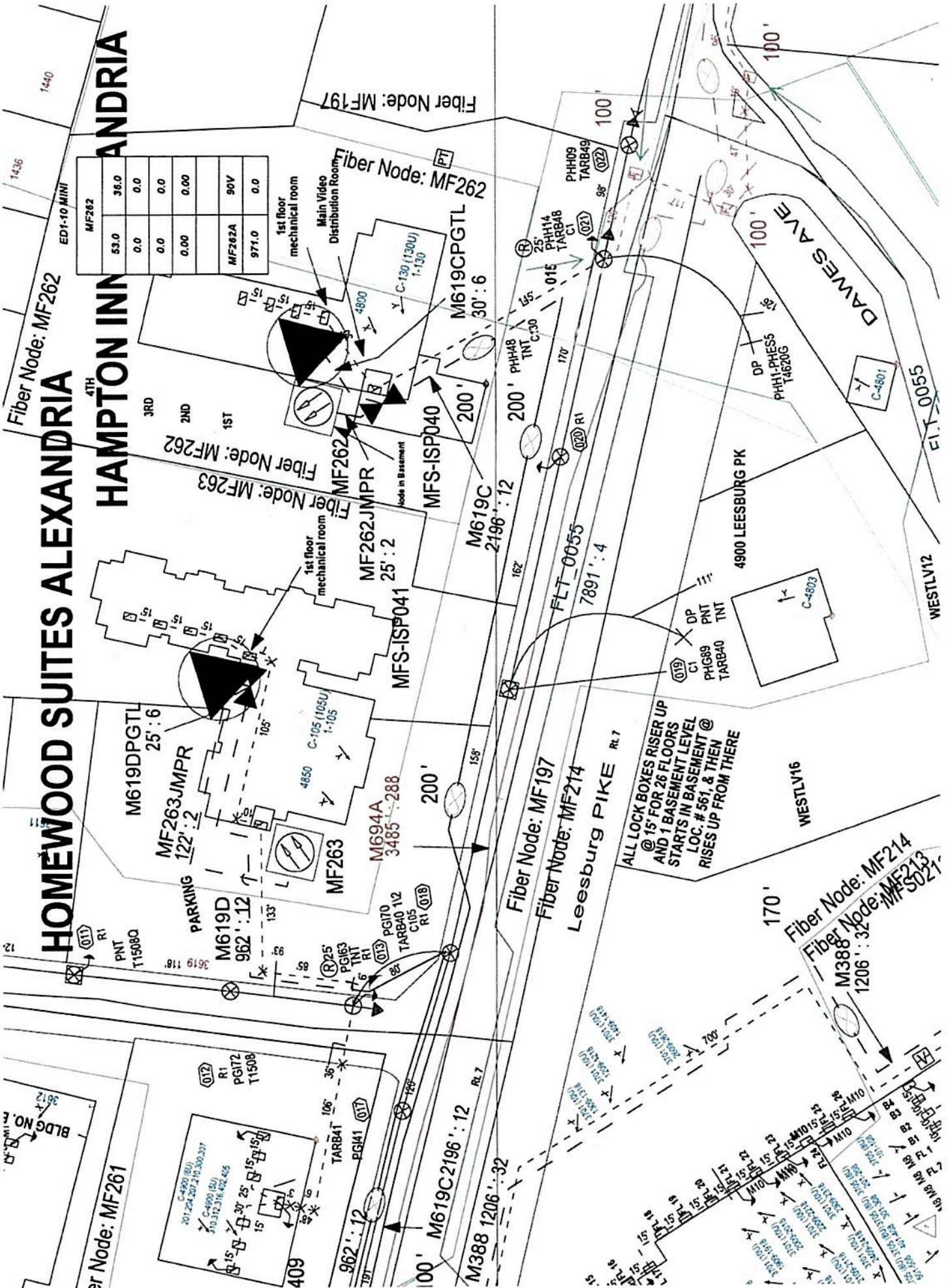


HOMWOOD SUITES ALEXANDRIA

HAMPTON INN

ALEXANDRIA

| | | | | | | | |
|--------|-------|------|------|------|------|-----|-----|
| MF262 | 53.0 | 36.0 | 0.0 | 0.0 | 0.00 | 90V | 0.0 |
| | 0.0 | 0.0 | 0.0 | 0.00 | | | |
| | 0.0 | 0.0 | 0.00 | | | | |
| MF262A | | | | | | 90V | |
| | 971.0 | 0.0 | | | | | |



ALL LOCK BOXES RISER UP
AND 1 BASEMENT LEVEL
STARTS IN BASEMENT @
LOC. # 561, & THEN
RISES UP FROM THERE

Fiber Node: MF261

Fiber Node: MF197

Fiber Node: MF214

Fiber Node: MF214

Fiber Node: MF213

Fiber Node: MF5021

Exhibit 2

License Area

2001 N. Beauregard Street
Alexandria, VA



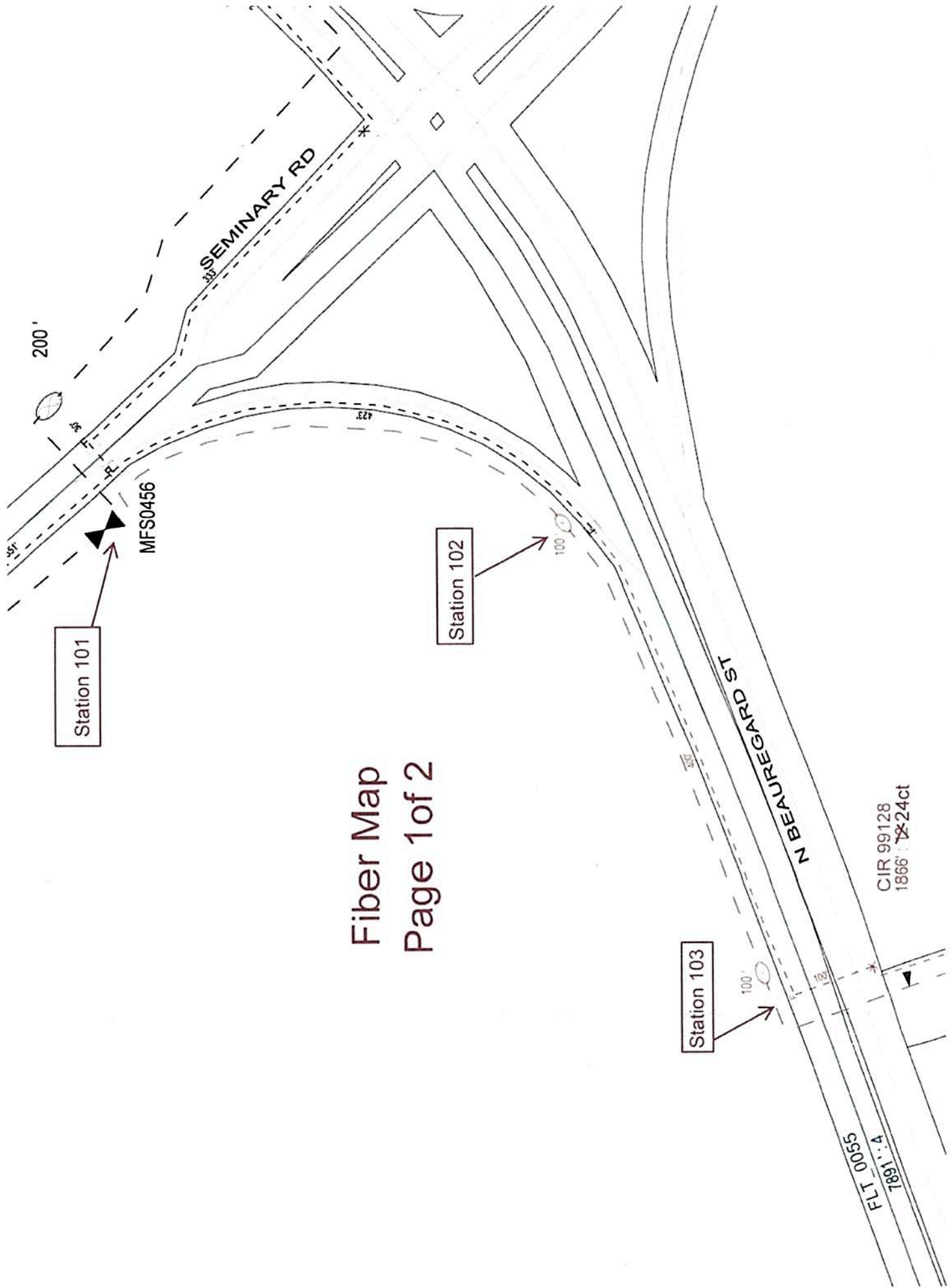
**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

**2001 N Beauregard St
Alexandria, VA 22311
NARRATIVE**

Begin at MFS0456 in Cox vault at sta. 101. Install 100' coil of fiber for splicing here.
From sta. 101, pull 12 ct. fiber thru existing conduit 280' to Cox vault at sta. 102.
Install 100' coil of fiber for storage here.
From sta. 102, install conduit and 12 ct. fiber 400' (DT) to sta. 103.
Install vault and 100' coil of fiber for storage here.
From sta. 103, install conduit and 12 ct. fiber 470' (100' DB, 40' RB, 330' DT) to sta. 104.
Install vault and 100' coil of fiber for storage here.
From sta. 104, install conduit and 12 ct. fiber 90' Across Mark Center Dr. to sta. 105
Dig up existing spare 4" conduit in ROW install New Vault leave 150' storage.
At sat. 105 create new splice point.
From sta. 105 pull a 12ct fiber into Teclo room.
Splice and activate.
Seal penetration holes.
Cox to work through Brickman Landscaping to restore disturbed ground to the pre-existing condition.

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



Fiber Map
Page 1 of 2

Fiber Map 2 of 2

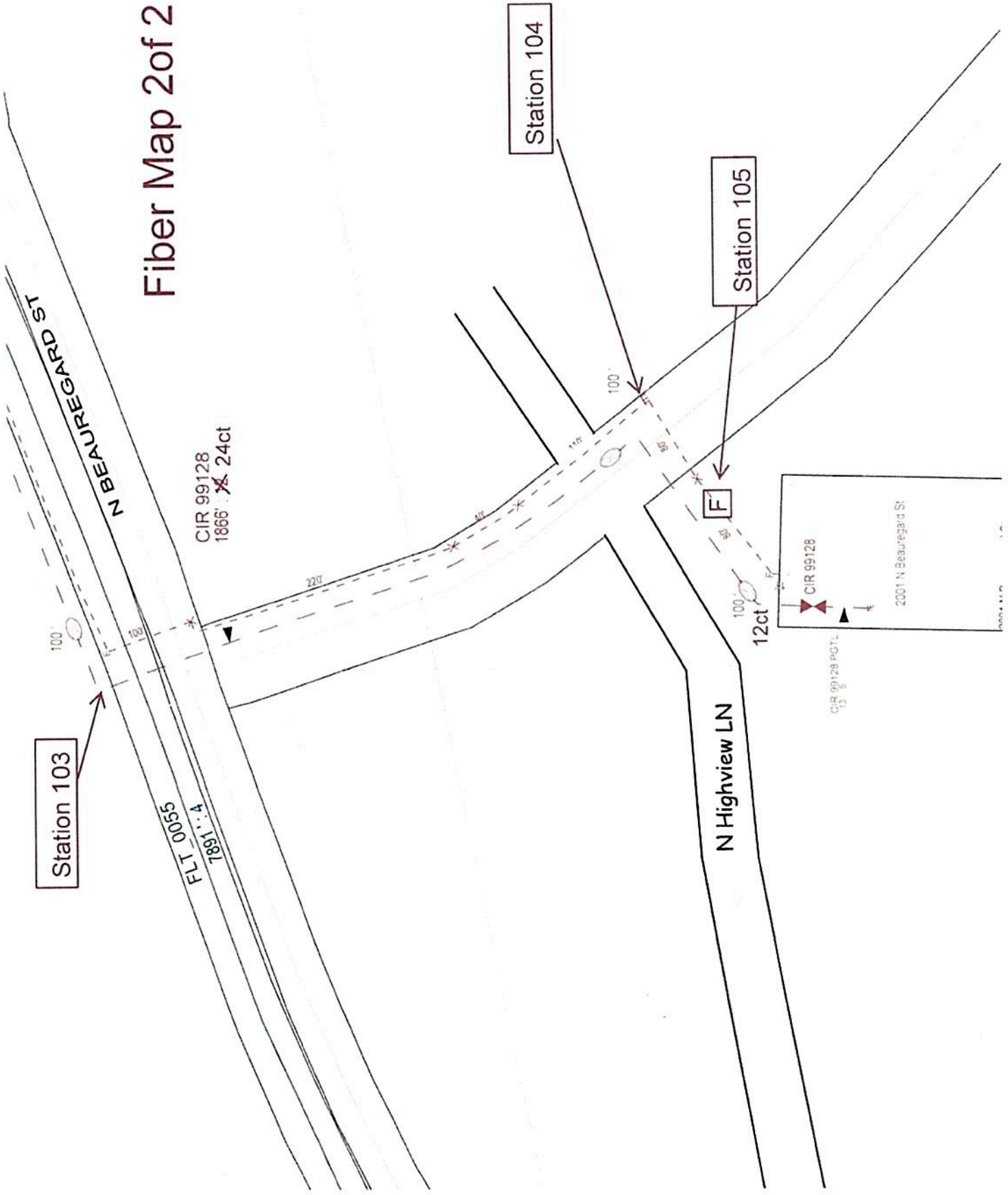


Exhibit 3

License Area

1800 N. Beauregard Street
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

1800 N BEAUREGARD ST, ALEXANDRIA, VA 22311

FROM SPLICE MFS0456 PULL FIBER 423' IN EXISTING CONDUIT TO EXISTING VAULT. PULL FIBER 367' IN EXISTING CONDUIT TO EXISTING VAULT.

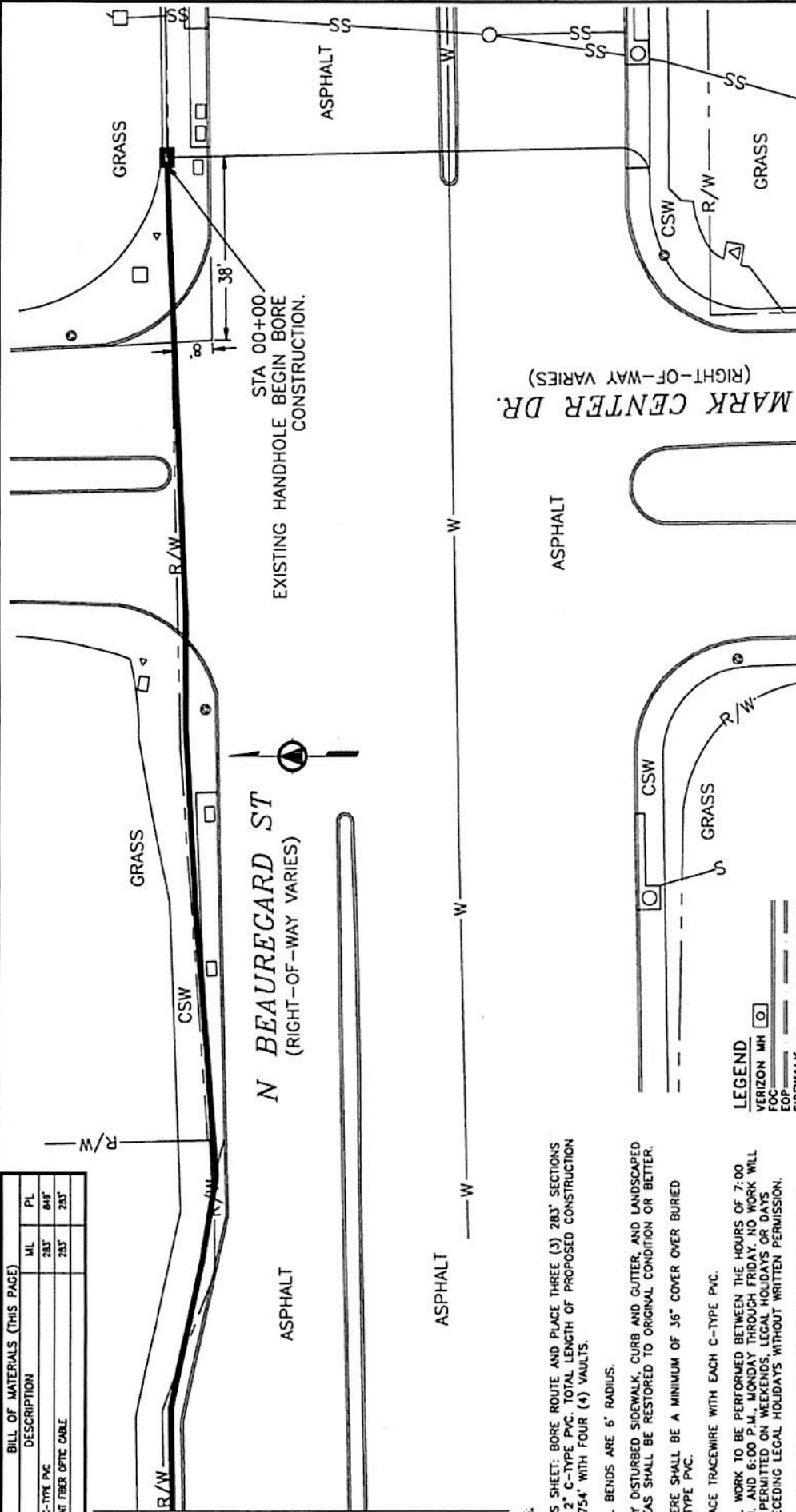
*INSTALL 3-2" CONDUIT WITH FIBER 145' UNDER ROAD. 67' UNDER CONCRETE IN FRONT OF BUS STOP. 157' IN GRASS AND INSTALL 2- 24X36 VAULT. COIL FIBER IN VAULT. INSTALL 3-2" CONDUIT WITH FIBER 360' IN GRASS AND INSTALL 2- 24X36 VAULT. COIL FIBER IN VAULT.

TRENCH 1-2" CONDUIT WITH FIBER 155' TO BUILDING. INSTALL 24X36 VAULT AT BUILDING NEAR EXISTING CABLE PEDESTAL. FOLLOW ROUTE OF COAX CABLE TO THE PHONE ROOM 150' IN THE BASEMENT. COIL FIBER 50' AT EQUIPMENT AREA.

***THE SECOND CONDUIT IS FOR THE CITY OF ALEXANDRIA**

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.

| BILL OF MATERIALS (THIS PAGE) | | |
|-------------------------------|------|------|
| DESCRIPTION | ML | PL |
| (3) 2" C-TYPE PVC | 283' | 81F |
| 24 COUNT FIBER OPTIC CABLE | 283' | 283' |



STA 02+83 SEE MATCHLINE "A" ON
osp-1800NBEAUREGARD-02

NOTES:

- THIS SHEET: BORE ROUTE AND PLACE THREE (3) 283' SECTIONS OF 2" C-TYPE PVC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
- ALL BENDS ARE 6' RADIUS.
- ANY DISTURBED SIDEWALK, CURB AND GUTTER, AND LANDSCAPED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- THERE SHALL BE A MINIMUM OF 36" COVER OVER BURED C-TYPE PVC.
- PLACE TRACEWIRE WITH EACH C-TYPE PVC.
- ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 6:00 P.M., MONDAY THROUGH FRIDAY. NO WORK WILL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
- PLEASE DIRECT ENGINEERING QUESTIONS TO MR. FARHAD SHARIFZADEH (JUB) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. ILKO (JUB) AT (202) 812-5525, JOHN@JUBDC.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7852.
- WORK HOURS WITHIN TRAVEL LANES OR ANY AREA NEAR A SCHOOL SHALL BE 9:30 TO 3:30 AS INDICATED ON MOT. ANY WORK OR EQUIPMENT THAT IS PLACE OUT OF VEHICULAR, BIKE LANES, OR PARKING LANES, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

LEGEND

- VERIZON MH
- FOC
- EOP
- SIDEWALK
- RIGHT OF WAY
- ELECTRIC
- STORMDRAIN
- SANITARY SEWER
- TELEPHONE
- WATER
- PROPOSED C-TYPE PVC
- BSW-BRICK SIDEWALK
- CSW-CONCRETE SIDEWALK
- FIRE HYDRANT
- UTILITY POLE
- STREET LAMP
- PARK METERS

ENGINEERED BY:

Phone: (552) 352-0287
jpb@jbb-engineers.com

Before Beginning Construction
Contact
"MISS UTILITY"
1-800-257-7777
48 Hours
Pre-Pay Estimation

ALEXANDRIA DRAFTING COMPANY
FAIRFAX COUNTY, VA
MAP ADC 5647, GRID ADC A4

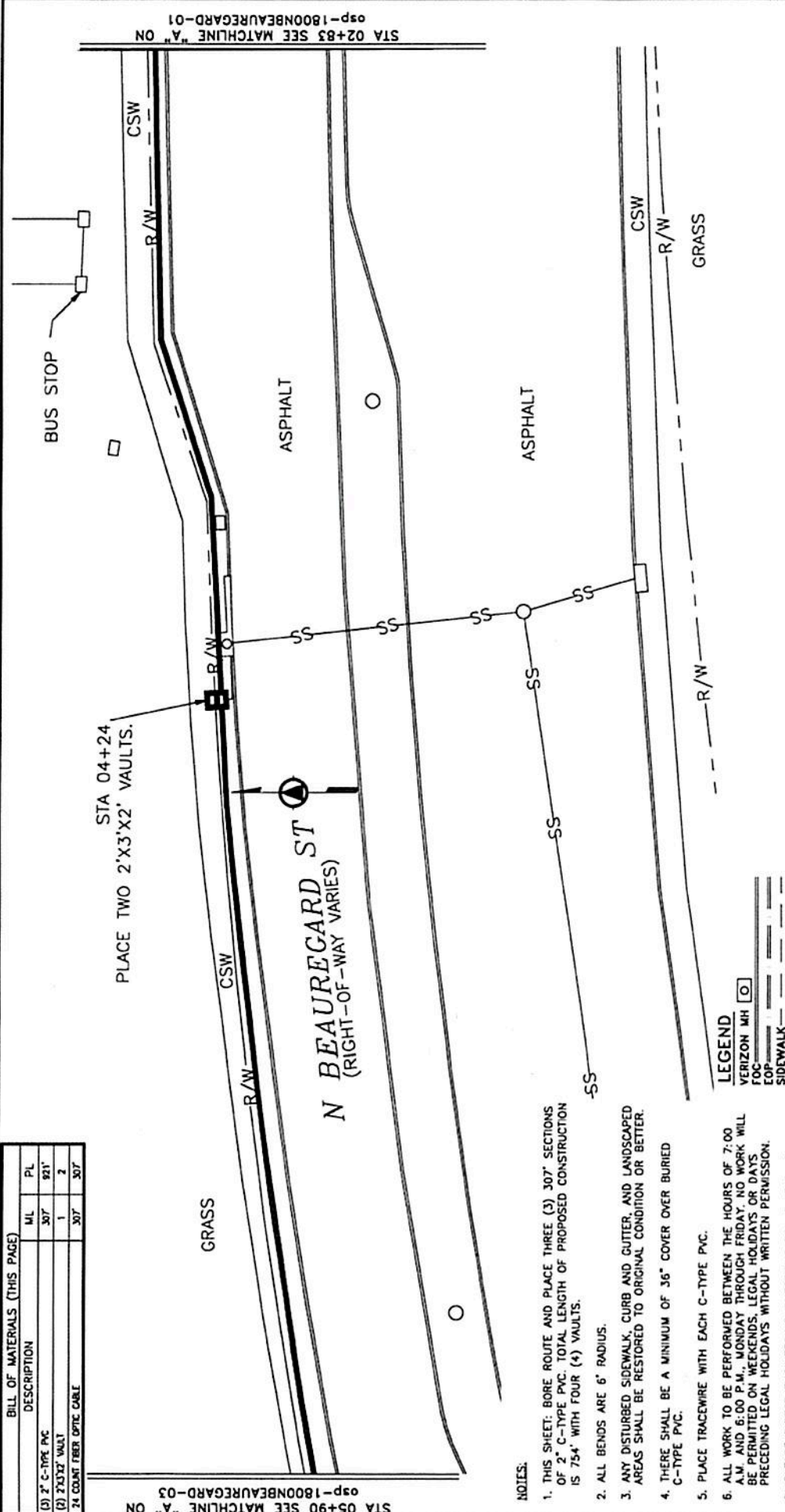
1800 N BEAUREGARD
STIMB0323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

Engineered By: [Signature] Date: 10/28/18
JOB DC, INC. Date: [] Apprd: [] Date: []

SCALE: 1:20
SHEET: 2 OF 8
CAD FILENAME: osp-1800NBEAUREGARD-02
DATE PLOTTED: 10/28/18

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| BILL OF MATERIALS (THIS PAGE) | | | |
|-------------------------------|-----|------|--|
| DESCRIPTION | ML | PL | |
| (3) 2" C-TYPE PVC | 307 | 921' | |
| (2) 2'X3'2" VAULT | 1 | 2 | |
| 24 COUNT FIBER OPTIC CABLE | 307 | 307 | |



NOTES:

- THIS SHEET: BORE ROUTE AND PLACE THREE (3) 307" SECTIONS OF 2" C-TYPE PVC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
- ALL BENDS ARE 6' RADIUS.
- ANY DISTURBED SIDEWALK, CURB AND GUTTER, AND LANDSCAPED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- THERE SHALL BE A MINIMUM OF 36" COVER OVER BURIED C-TYPE PVC.
- PLACE TRACEWIRE WITH EACH C-TYPE PVC.
- ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 6:00 P.M. MONDAY THROUGH FRIDAY. NO WORK WILL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
- PLEASE DIRECT ENGINEERING QUESTIONS TO MR. FARHAD SHARIFZADEH (JUB) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. ILKO (JUB) AT (202) 812-5523, JOHN@JUBDC.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7852.
- WORK HOURS WITHIN TRAVEL LANES OR ANY AREA NEAR A SCHOOL SHALL BE 9:30 TO 3:30 AS INDICATED ON MOT. ANY WORK OR EQUIPMENT THAT IS PLACE OUT OF VEHICULAR, BIKE LANES, OR PARKING LANES, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

LEGEND

- VERIZON MH
- FOC
- COP
- SIDEWALK
- RIGHT OF WAY
- ELECTRIC
- CADMBRAIN
- STORM DRAIN
- WATER
- TELEPHONE
- PROPOSED C-TYPE PVC
- BSW - BRICK SIDEWALK
- CSW - CONCRETE SIDEWALK
- FIRE HYDRANT
- UTILITY POLE
- STREET LAMP
- TRAFFIC SIGNAL
- PARK. METERS

ENGINEERED BY:

Phone: (541) 352-0277
jrb@jbbgroup.com

Before Beginning Construction
Contact
"MISS UTILITY"
at least 48 hours
Prior to Construction

1-800-257-7777

ALEXANDRIA DRAFTING COMPANY
FAIRFAX COUNTY, VA
MAP ADC 5647, GRID ABC A4

AFE NO:

CAD FILENAME:

SHEET: 3 OF 6
SCALE: 1:30

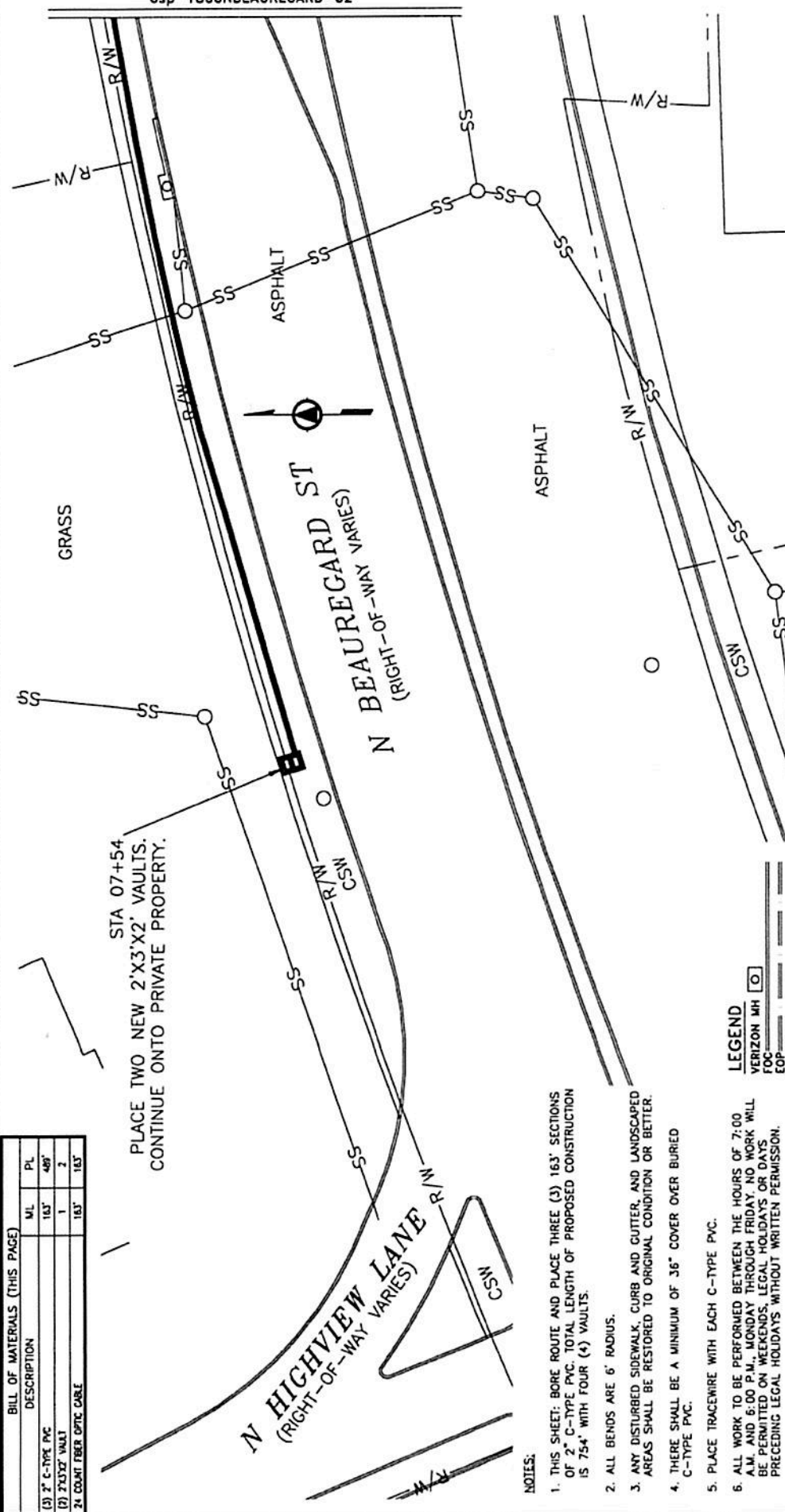
1800 N BEAUREGARD
STIMB0323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

Engineered By: JUB DC, INC. Date: 10/29/18
App'd: _____ Date: _____

******* NOTICE *******
INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF COX COMMUNICATIONS.

STA 05+90 SEE MATCHLINE "C" ON
osp-1800NBEAUREGARD-02

| BILL OF MATERIALS (THIS PAGE) | | | |
|-------------------------------|------|------|--|
| DESCRIPTION | ML | PL | |
| (3) 2" C-TYPE PVC | 163' | 48' | |
| (2) 2'x3'x2' VAULT | 1 | 2 | |
| 24 COAT FIBER OPTIC CABLE | 163' | 163' | |



STA 07+54
PLACE TWO NEW 2'X3'X2' VAULTS.
CONTINUE ONTO PRIVATE PROPERTY.

LEGEND

- VERIZON MH
- FOC
- RIGHT OF WAY
- SIDEWALK
- ELECTRIC
- STORMDRAIN
- SANITARY SEWER
- TELEPHONE
- WATER
- PROPOSED C-TYPE PVC
- BSW-BRICK SIDEWALK
- CSW-CONCRETE SIDEWALK
- FIRE HYDRANT
- UTILITY POLE
- TRAFFIC SIGNAL
- PARK, METERS

NOTES:

1. THIS SHEET: BORE ROUTE AND PLACE THREE (3) 163' SECTIONS OF 2" C-TYPE PVC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
2. ALL BENDS ARE 6' RADIUS.
3. ANY DISTURBED SIDEWALK, CURB AND GUTTER, AND LANDSCAPED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
4. THERE SHALL BE A MINIMUM OF 36" COVER OVER BURIED C-TYPE PVC.
5. PLACE TRACEWIRE WITH EACH C-TYPE PVC.
6. ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 6:00 P.M., MONDAY THROUGH FRIDAY. NO WORK WILL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
7. PLEASE DIRECT ENGINEERING QUESTIONS TO MR. FARHAD SHARIFZADEH (JJB) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. ILKO (JJB) AT (202) 812-5525. JOHN@JJBDC.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7852.
8. WORK HOURS WITHIN TRAVEL LANES OR ANY AREA NEAR A SCHOOL SHALL BE 9:30 TO 3:30 AS INDICATED ON MOT. ANY WORK OR EQUIPMENT THAT IS PLACED OUT OF VEHICULAR, BIKE LANES, OR PARKING LANES, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

Before Beginning Construction
Contact
"MISS UTILITY"
1-800-257-7777
Fairfax County
Public Works

ENGINEERED BY:
JJB
COMMUNICATIONS GROUP
Phone: (541) 542-0227
jpb@land2table.com

COX

TITLE:
1800 N BEAUREGARD
STM80323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

Engineered By: Date: 10/28/18
JJB DC, INC. Approv:

DATE NO: 10/28/18
CO TIDNAME: osp-1800NBeauguard-02
SHEET: 4 OF 5
SCALE: 1:20

***** NOTICE *****
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ALEXANDRIA DRAFTING COMPANY
FAIRFAX COUNTY, VA
MAP ADC 5847, GRID ADC A4

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 4

License Area

1701 N. Beauregard Street
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

7741 Southern Drive
Springfield, VA 22150

1701 N Beauregard St

SCOPE OF WORK

OSP

MARK CENTER DRIVE

COIL FIBER 75' AT SPLICE MFS0645, PULL 12CT FIBER 125' IN EXISTING CONDUIT UNDER MARK CENTER DRIVE TO EXISTING 24X36 VAULT. PLAN 100' FIBER STORAGE IN VAULT.

HIGHVIEW LANE

FROM EXISTING VAULT, TRENCH 2" CONDUIT WITH 12CT FIBER 143'.

BORE 2" CONDUIT WITH 12CT FIBER 61'.

TRENCH 2" CONDUIT WITH 12CT FIBER 142'.

BORE 2" CONDUIT WITH 12CT FIBER 58'.

TRENCH 2" CONDUIT WITH 12CT FIBER 117'.

BORE 2" CONDUIT WITH 12CT FIBER 54'.

SET 24X36 VAULT WITH 100' STORAGE.

NORTH HIGHVIEW LANE

FROM PLANNED VAULT, CONTINUE TO TRENCH 2" CONDUIT WITH 12CT FIBER 504' AND SET 24X36 VAULT WITH 100' FIBER STORAGE.

RAYBURN AVENUE

FROM PLANNED VAULT BORE 2" CONDUIT WITH 12CT FIBER 66' UNDER N HIGHVIEW LANE.

TRENCH 2" CONDUIT WITH 12CT FIBER 124'.

BORE 2" CONDUIT WITH 12CT FIBER 131'.

TRENCH 2" CONDUIT WITH 12CT FIBER 146' AND SET 24X36 VAULT WITH 100'

FIBER STORAGE

CONTINUED ON PAGE 2

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction. Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



**COMMUNICATIONS
Northern Virginia**

7741 Southern Drive
Springfield, VA 22150

CIR # 285679
Sprint DC52XC427
1701 N Beauregard St
SCOPE OF WORK

ISP

1701 N BEAUREGARD STREET

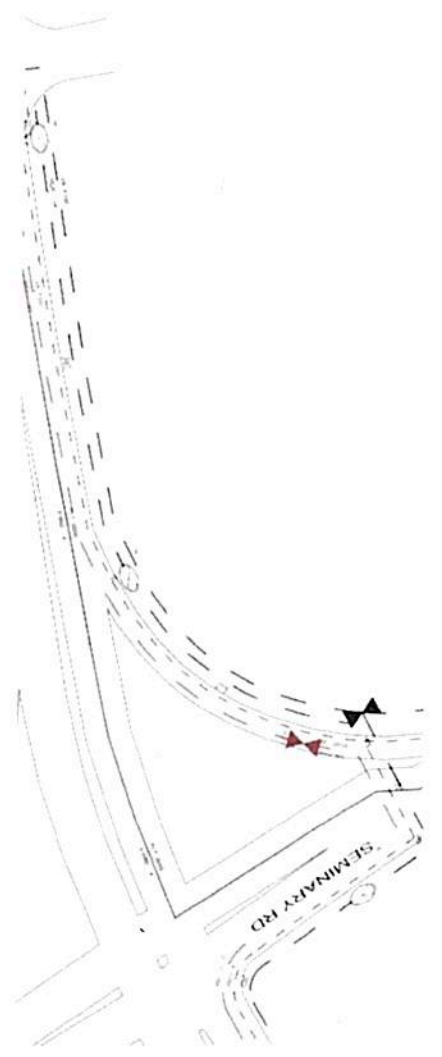
FROM PLANNED VAULT AT RAYBURN AVE, TRENCH 2" CONDUIT WITH 12CT FIBER
237' AND SET 24X36 VAULT WITH 100' STORAGE NEXT TO COMCAST VAULT.
DIG AND INTERCEPT BUILDING CONDUIT
ROD AND ROPE AND PULL 12CT FIBER 168' IN EXISITNG CONDUIT TO PHONE ROOM.
COIL FIBER 50' IN PHONE ROOM.
CONTINUE TO ROUTE FIBER IN CEILING 175' TO COMM ROOM. COIL FIBER 50'.
TERMINATE AT THE COX EQUIPMENT LOCATION.

ESTIMATED TIME 7-11 DAYS
AERIAL - 0'
5 DAYS - NEW CONDUIT -1783'
1 - DAY PULL THROUGH EXISTING - 293'
1 - DAY ISP - 175'
NEW VAULTS - 3
TOTAL FIBER NEEDED - 2850'

Gabriel Muffley
7/16/2018

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.

1800 N. BEAUREGARD ST
HARRIS COUNTY, TEXAS 77004
1/1/2012



Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 5

License Area

5055 Seminary Road
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

**5055 Seminary Rd
Alexandria, VA 22311
NARRATIVE**

Starting at the intersection of south George Mason Drive and Seminary Road in Fairfax County, crossing the City of Alexandria boundary at this location, heading southeast down Seminary Road.

Continue heading southeast down Seminary Road to the intersection of Seminary Road and North Beauregard Street. (0.53 miles)

At the intersection of Seminary Road and North Beauregard Street there will be a Service Drop to the property at 5055 Seminary Road. (0.31 miles)

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

**Cox Fiber Optic Cable
Construction Route Narrative and Map - Revision 2**

Below is a narrative followed by a Construction Map Legend (Attachment) and a set of maps of the proposed underground construction activity route with the planned locations of vaults in the right-of-way (Attachment) for the installation of fiber optic cables in the City of Alexandria, VA. The construction activity includes 2,735 feet of pulling new fiber through existing conduit, 10,975 feet of new construction for a total of 13,710 feet.

All new construction will consist of three conduits¹ (each 2" in Diameter), and vaults that are enumerated and correspond to the respective location on maps.

New Construction

- From Station-P001 heading northeast on North Beauregard St. bore 445' and install vault at Station-093.
- From Station-093 heading northeast on North Beauregard St. bore 690' and install vault at Station-094.
- From Station-094 heading northeast on North Beauregard St. bore 440' and install vault at Station-095.
- From Station-095 heading northeast on North Beauregard St. bore 400' and install vault at Station-096.
- From Station-096 heading northeast on North Beauregard St. bore 350' across N Armstead St and install vault at Station-097.
- From Station-097 heading northeast on North Beauregard St. bore 395' and install vault at Station-098.

New Construction

- From Station-098 heading northeast on North Beauregard St. bore 400' across N Morgan St. to Station-P002.
- From Station-P002 heading northeast on North Beauregard St. install new aerial strand 300' to Station-P003.
- From Station-P003 heading northeast on North Beauregard St. bore 85' across N Beauregard St and install vault at Station-099.
- From Station-099 heading northeast on North Beauregard St. bore 360' across Sanger Ave and install vault at Station-033.

New Construction

- From Station-033 heading northeast on North Beauregard St. bore 700' and install vault at Station-034.

- From Station-034 heading northeast on North Beauregard St. bore 470' and install vault at Station-035.

New Construction

- From Station-035 heading northeast on North Beauregard St. bore 100' across Roanoke Ave. and install vault at Station-036.
- From Station-036 bore across North Beauregard St, 80' and install vault at Station-037.
- From Station-037 heading northeast on North Beauregard St. bore 430' and install vault at Station-038.
- From Station-038 heading northeast on North Beauregard St. bore 450' and install vault at Station-039.

New Construction

- From Station-039 heading northeast on North Beauregard St. bore 625' and install vault at Station-040.
- From Station-040 bore across Rayburn Ave. 100' and install vault at Station-041.
- From Station-041 heading northeast on North Beauregard St. bore 525' and install vault at Station-042.
- From Station-042 heading northeast on North Beauregard St. bore 350' and install vault at Station-EV001.

Existing Conduit

- From Station-I.V001 heading northeast on North Beauregard St. pull fiber through existing conduit 300' to Station-EV002.
- From Station-EV002 heading northeast on North Beauregard St. pull fiber through existing conduit 400' to Station-EV003.
- From Station-EV003 heading northeast on North Beauregard St. pull fiber through existing conduit 390' to Station-EV004.
- From Station-EV004 heading northeast on North Beauregard St. pull fiber through existing conduit 275' to Station-EV005.
- From Station-EV005 pull fiber through existing conduit 120' across Seminary Rd. to Station-EV006.
- From Station-EV006 heading northeast on North Beauregard St. pull fiber through existing conduit 385' to Station-EV007.
- From Station-EV007 crossing and heading northeast on North Beauregard St. pull fiber through existing conduit 200' to Station-EV008.

New Construction

- From Station-EV008 heading northeast on North Beauregard St. bore 480' and install vault at Station-043.
- From Station-043 heading northeast on North Beauregard St. bore 495' and install vault at Station-044.
- From Station-044 heading northeast on North Beauregard St. bore 80' across Fillmore Ave. and install vault at Station-045.

New Construction

- From Station-045 heading northeast on North Beauregard St, bore 450' and install vault at Station-046.

- From Station-046 heading northeast on North Beauregard St, bore 500' and install vault at Station-047.
- From Station-047 heading northeast on North Beauregard St, bore 200' across W Braddock Rd to vault at Station-EV009.

Existing Conduit

- From Station-EV009 heading northeast on North Beauregard St, pull fiber through existing conduit 665' to Station-EV010.

Exhibit 5

Map for 5055 Seminary Road
Alexandria, VA

Exceeds 8.5 x 11 Print

Digital Version on file with City

Exhibit 6

License Area

5000 Dawes Ave
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

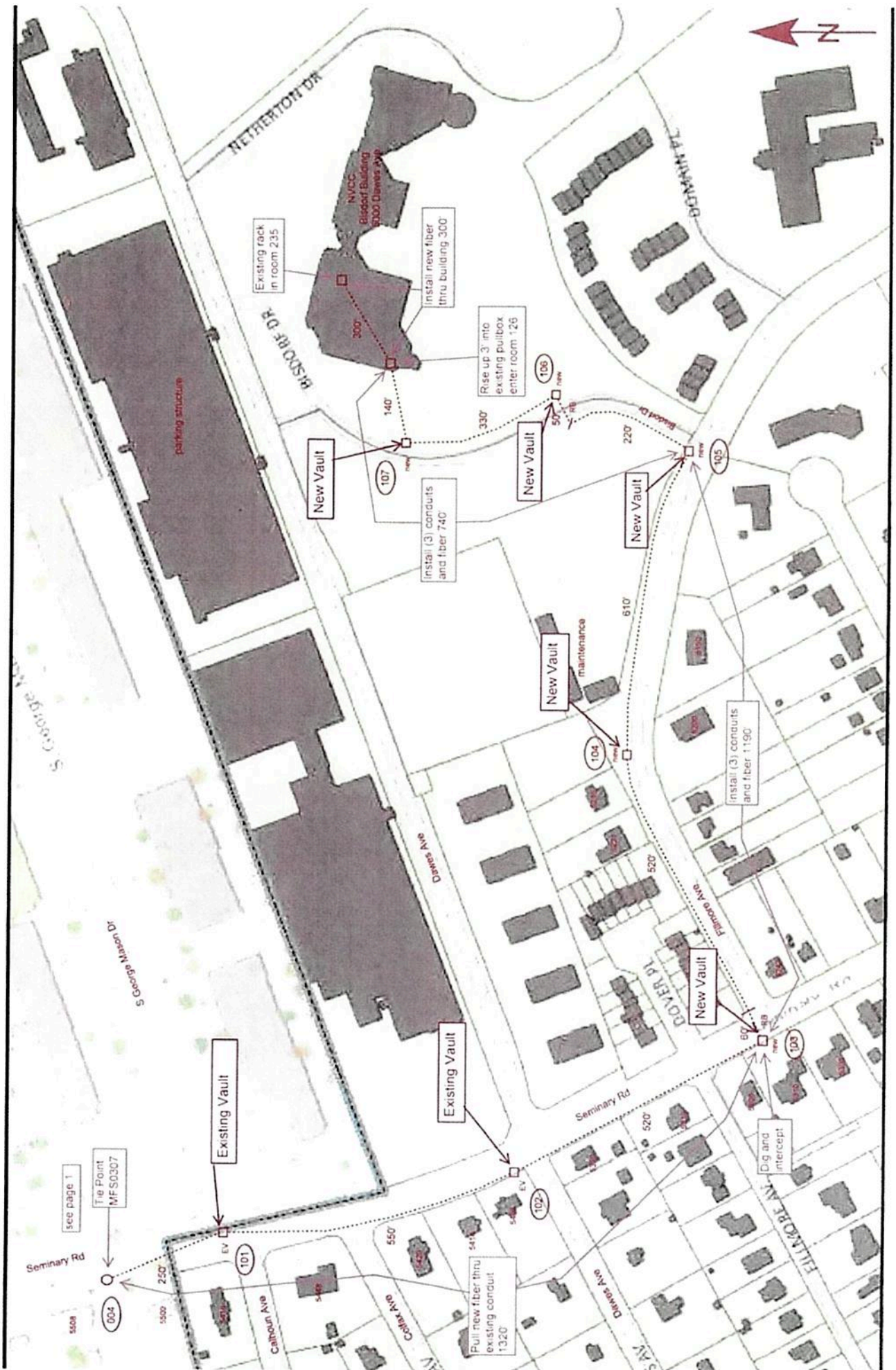
3080 Centerville Road
Herndon Va. 20171

5000 Dawes Ave
Alexandria, VA 22311
SOW

- Pull new fiber thru existing Cox conduit. Starting at the intersection of south George Mason Drive and Seminary Road in Fairfax County, crossing the City of Alexandria boundary at this location, heading southeast down Seminary Road.
- Pull new fiber thru existing Cox conduit. Continue heading southeast on west side of Seminary Road to the intersection of Seminary Road and Fillmore Ave. 0.25 mi. (1320 ft.)
- Dig and intercept existing Cox conduit and install 24" x 36" vault in right-of-way at 5310 Seminary Road. Vault will be located [in grass strip in the right-of-way?]
- Turn east and bore under Seminary Rd. Continue east on north side of Fillmore Ave installing three conduits (each 2" diameter), vaults and fiber to Bisdorf Dr. 0.23 mi. (1190 ft.) All the vaults identified in the attached construction map will be located [in grass strip in the right-of-way?]
- Turn onto Bisdorf Drive and continue on Private Property for NVCC.

Construction route map follows:

Cox will place its fibers in one of the two new conduits. The second will be a spare for Cox. The third conduit is conveyed to the City pursuant to §4 of the CoxCom, LLC – Alexandria, VA License Agreement, effective October 1, 2013



Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 7

License Area

4800 Mark Center Drive
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

7741 Southern Drive
Springfield, VA 22150

4800 Mark Center Dr
Alexandria, VA 22311
NARRATIVE

Begin at MFS0465 in Cox vault at sta. 101.

Install 125' coil of fiber for splicing here.

From sta. 101, install new conduit and 24 ct. fiber 720' to sta. 102.

Install new vault and 100' coil of fiber for storage here.

From sta. 102, install new conduit and 24 ct. fiber 650' to sta. 103.

Install new vault and 100' coil of fiber for storage here.

From sta. 103, install new conduit and 24 ct. fiber 260' to sta. 104.

Install new vault and 100' coil of fiber for storage here.

From sta. 104, install new conduit and 24 ct. fiber 650' to sta. 105.

Install new vault and 100' coil of fiber for storage here.

From sta. 105, install new conduit and 24 ct. fiber 70' to manhole at sta. 106.

From sta. 106, pull new 24 ct. fiber thru building conduit 950' to manhole at sta. 107.

From sta. 107, pull new 24 ct. fiber thru building conduit 300' into POP B on B2 level.

Install 100' coil of fiber for splicing and fiber rack here.

Splice and activate.

Estimated Construction Timeline

Locates - 3 to 5 days

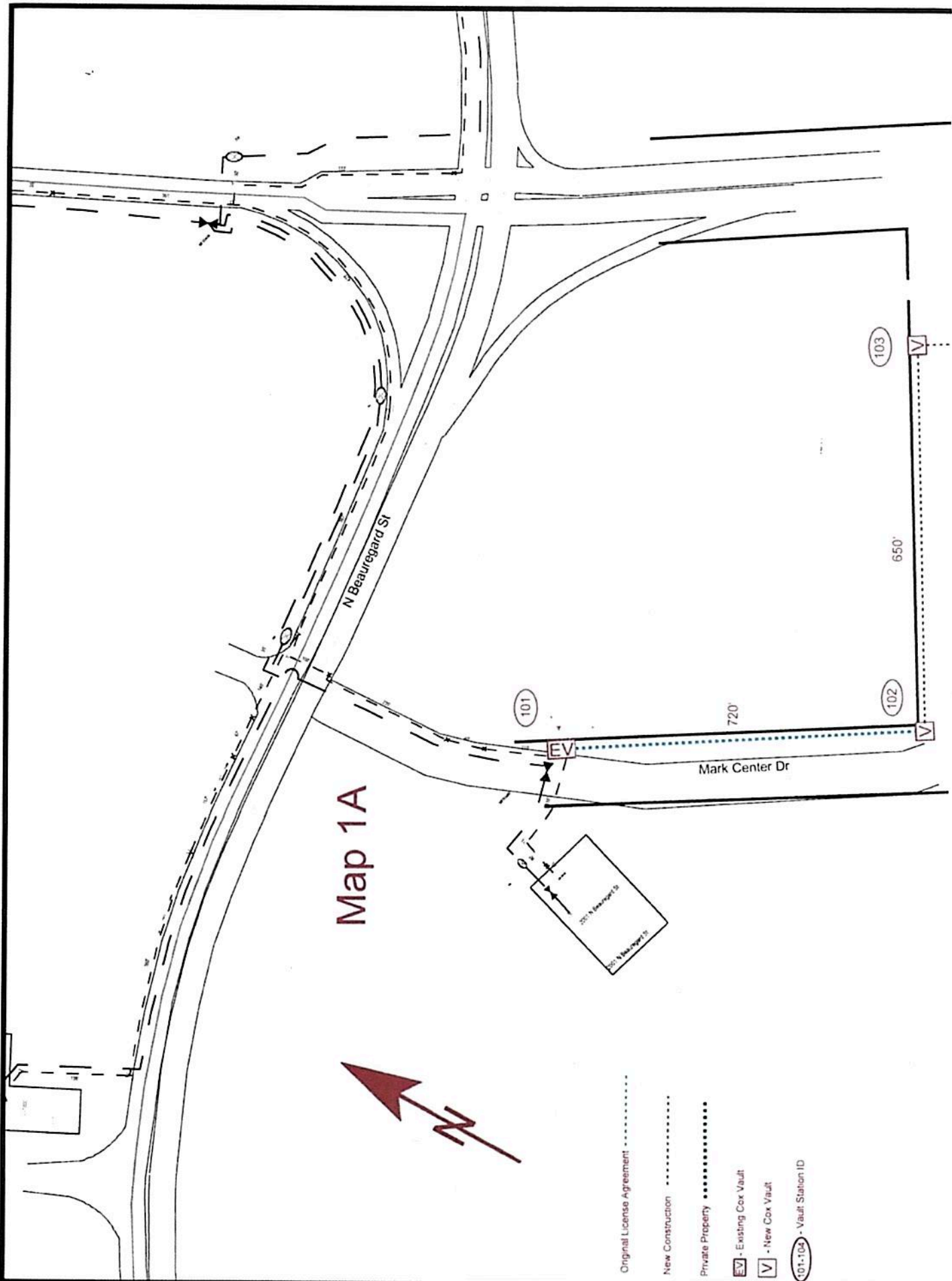
Underground - 7 days

Splicing and activation - 1 day

Total - 11 to 12 days

David Bernsen
7/8/2017

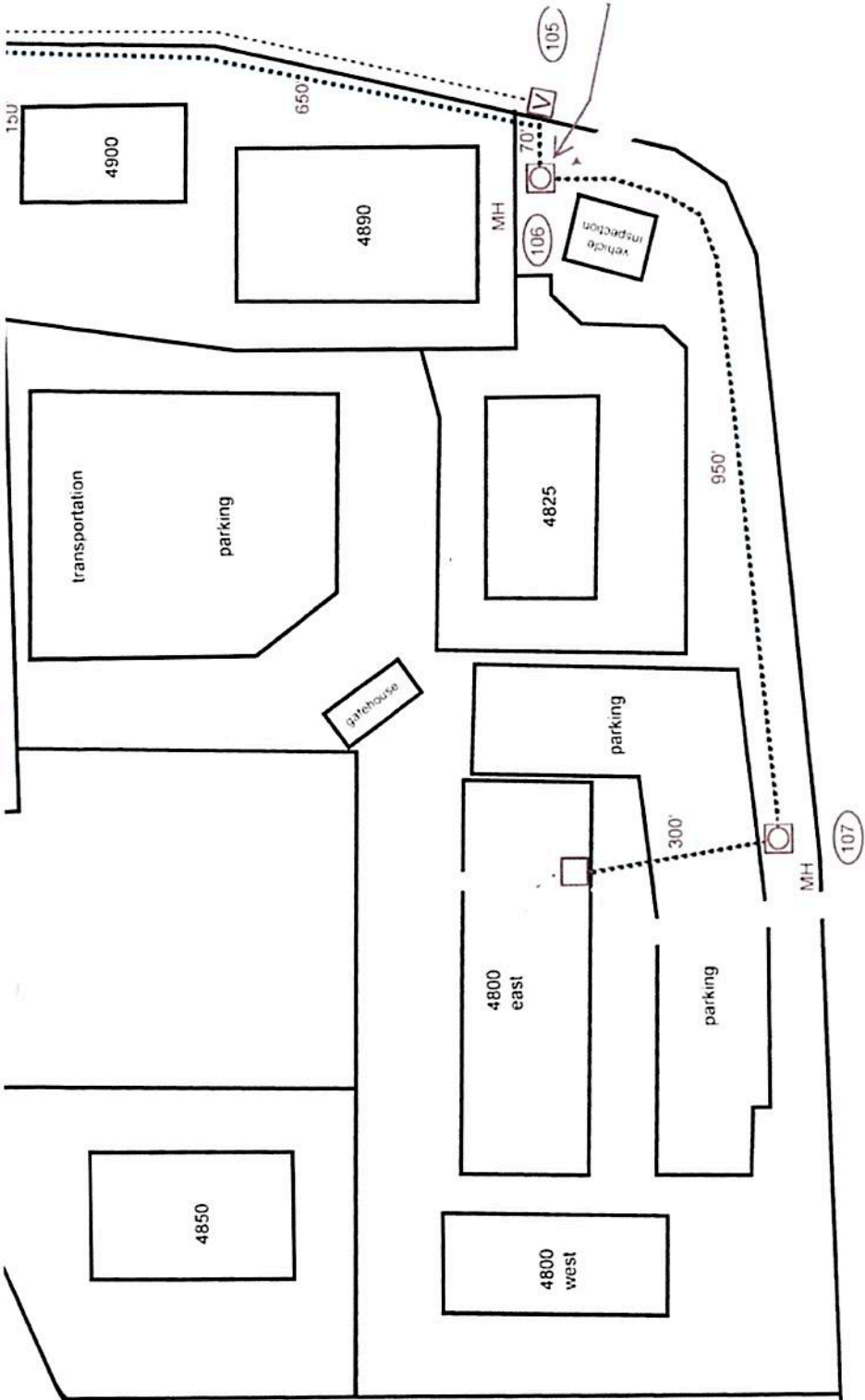
Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



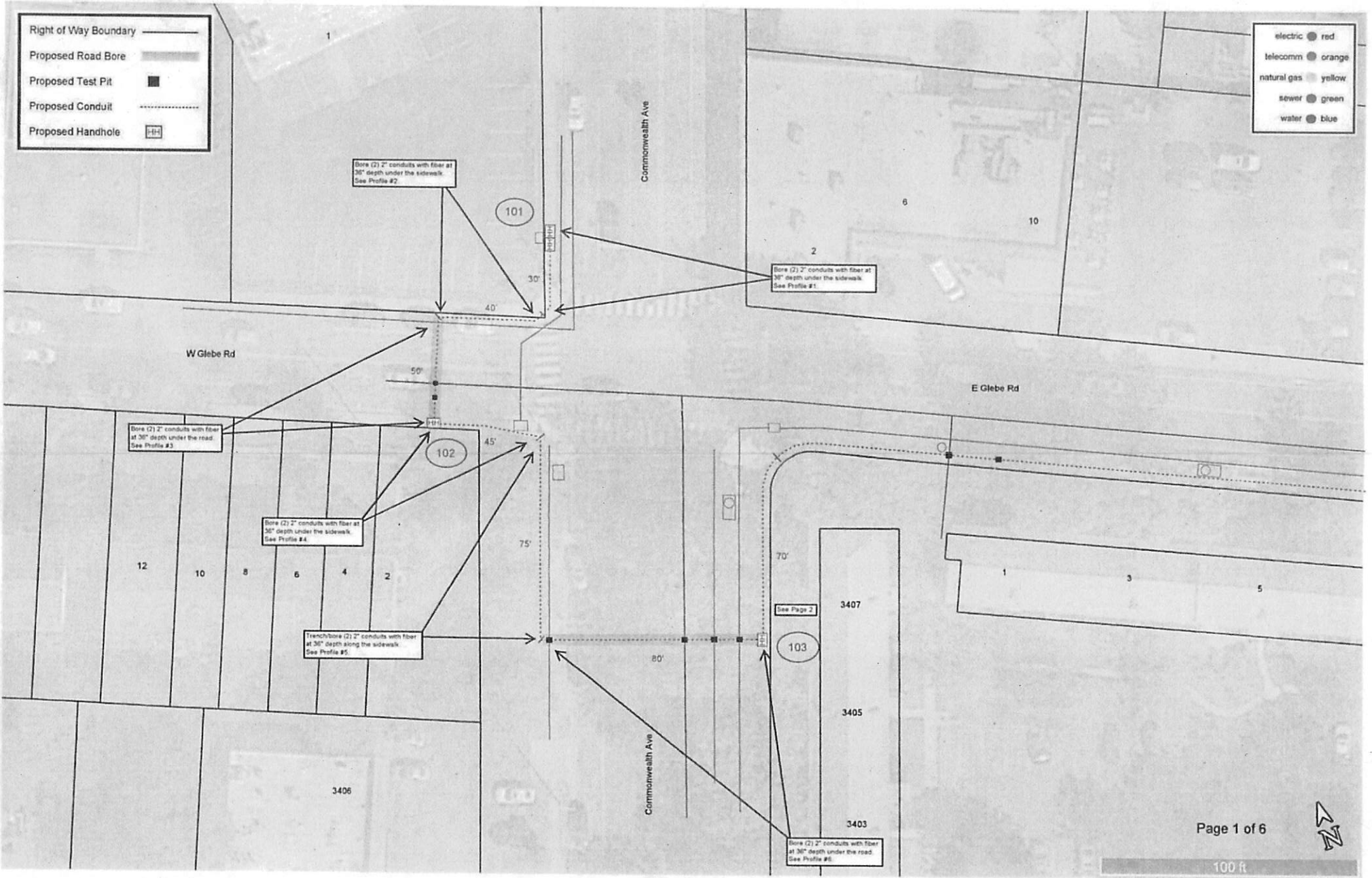
Map 1A

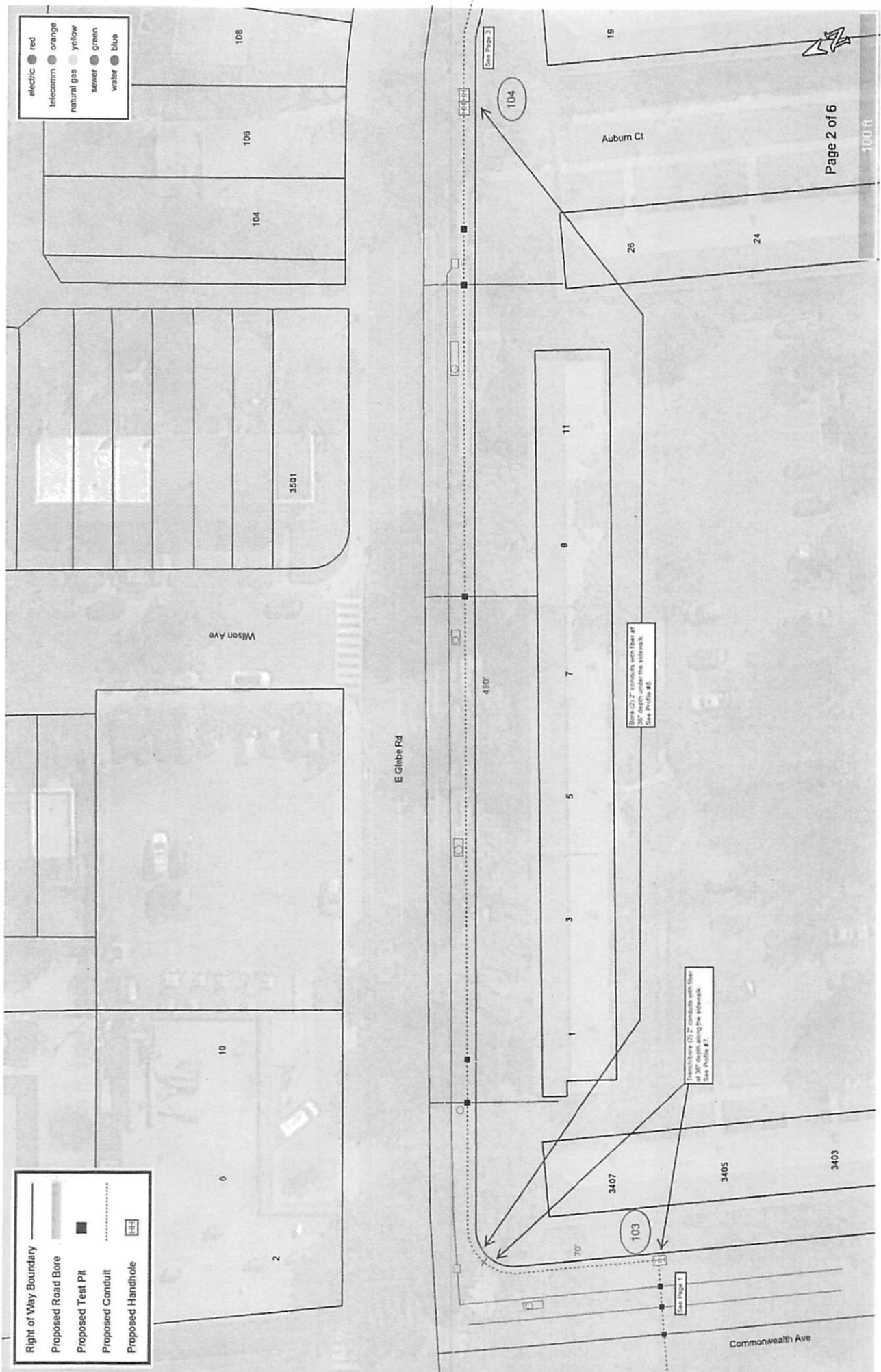
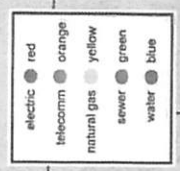
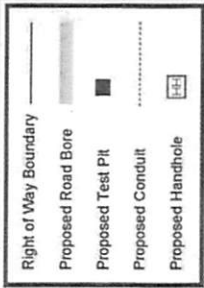
- Original License Agreement - - - - -
- New Construction ······
- Private Property ······
- EV - Existing Cox Vault
- V - New Cox Vault
- 101-103 - Vault Station ID

Seminary Rd



I-395





Right of Way Boundary

Proposed Road Bore

Proposed Test Pit

Proposed Conduit

Proposed Handhole

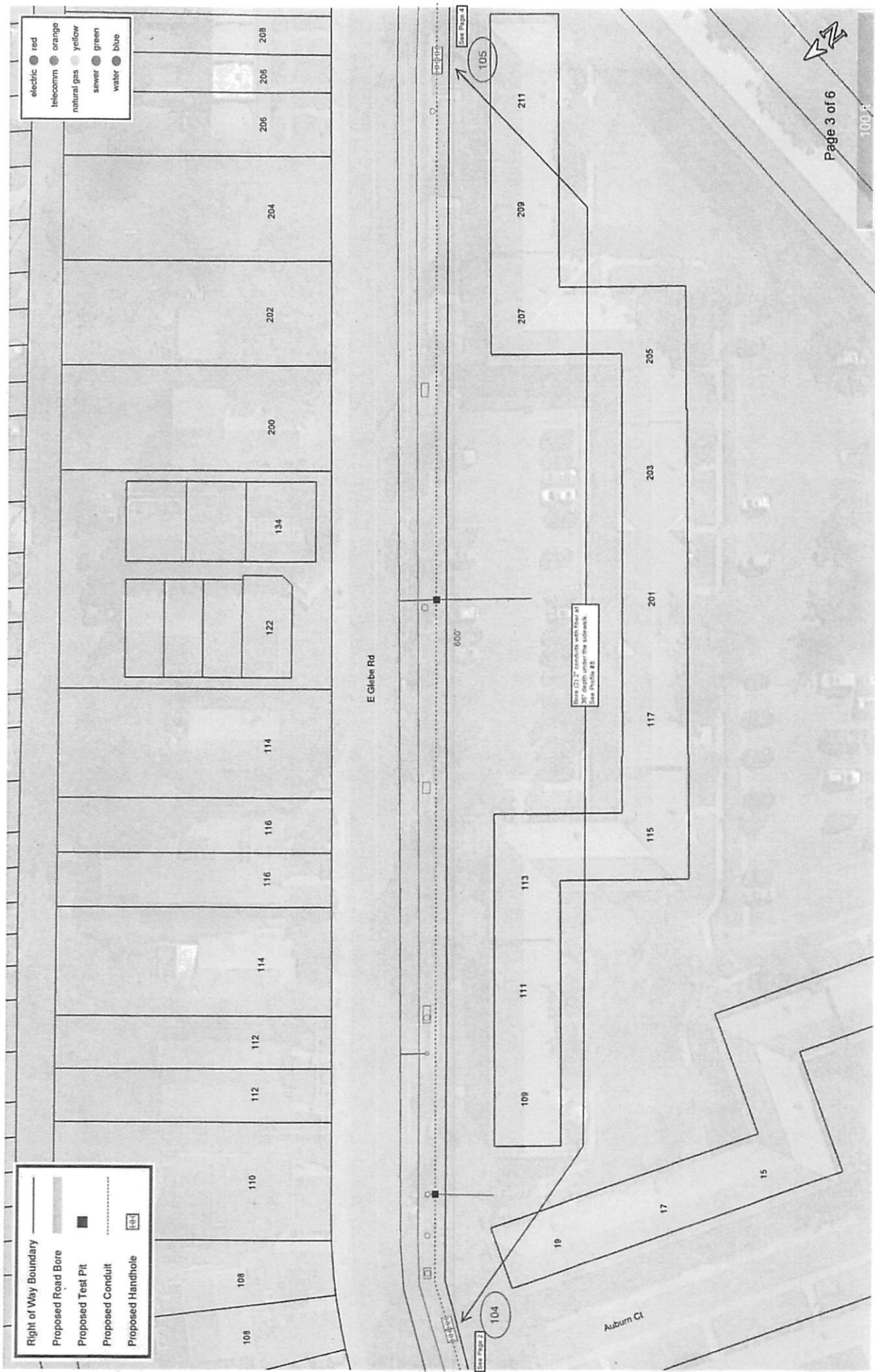
electric ● red

telecomm ● orange

natural gas ● yellow

sewer ● green

water ● blue



Right of Way Boundary ———
 Proposed Road Bore ———
 Proposed Test Pit ■
 Proposed Conduit
 Proposed Handhole [H]

electric ● red
 telecom ● orange
 natural gas ● yellow
 sewer ● green
 water ● blue



| | |
|-----------------------|---|
| Right of Way Boundary | — |
| Proposed Road Bore | ▬ |
| Proposed Test Pit | ■ |
| Proposed Conduit | ⋯ |
| Proposed Handhole | ⊠ |

| | | |
|-------------|---|--------|
| electric | ● | red |
| telecomm | ● | orange |
| natural gas | ● | yellow |
| sewer | ● | green |
| water | ● | blue |



See Page 4

E Glebe Rd

Richmond Hwy Rt. 1

Clark Ave

Lavender Ave

530'

107

106

312

314

404

3000

408

410

405

403

425

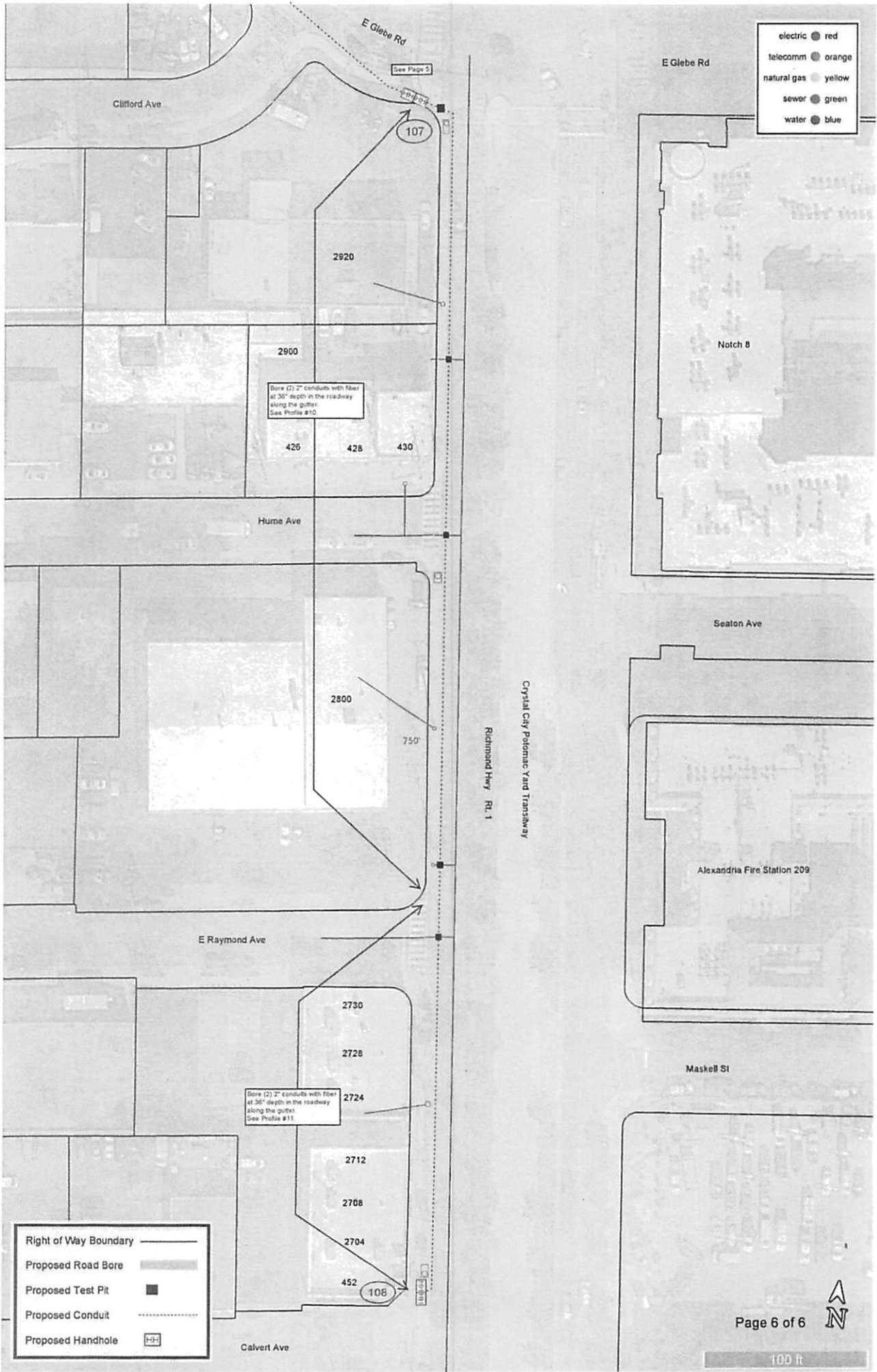
423

421

419

417

Bore (2) 2" conduits with bore at 36" depth
using the gator
See Profile 85



| | | |
|-------------|---|--------|
| electric | ● | red |
| telecomm | ● | orange |
| natural gas | ● | yellow |
| sewer | ● | green |
| water | ● | blue |

| | |
|-----------------------|-------|
| Right of Way Boundary | ——— |
| Proposed Road Bore | ▬▬▬▬▬ |
| Proposed Test Pit | ■ |
| Proposed Conduit | ----- |
| Proposed Handhole | ⊕ |

Bore (2) 2" conduits with fiber at 36" depth in the roadway along the gutter. See Profile #10.

Bore (2) 2" conduits with fiber at 36" depth in the roadway along the gutter. See Profile #11.



100 ft

LICENSE AGREEMENT

CITY OF ALEXANDRIA
COX VIRGINIA TELCOM, LLC

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LICENSE AGREEMENT

THIS AGREEMENT is made this 16th day of March 2019, by the City of Alexandria ("Licensor"), a municipal corporation of Virginia, and Cox Virginia Telcom, LLC ("Licensee"), a Delaware limited liability company.

WHEREAS, Licensee desires to use Licensor's streets in connection with its operation of a telecommunications system and delivery of telecommunications services; and

WHEREAS, Licensee has an existing license, as amended, to use identified rights-of-ways in connection with its operation of a telecommunications system and delivery of telecommunications services and that license will expire on September 18, 2018; and

WHEREAS, Licensee desire to negotiate a new license with a five-year term to continue its operations of a telecommunications systems and to deliver telecommunications services in the City; and

WHEREAS, Licensor is willing to enter into a new license to permit Licensee to use its streets in connection with such system and service in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Access Lines" shall include residence and business telephone lines and other switched (packet or circuit) lines connecting the customer premises to the public switched telephone network for the transmission of outgoing voice-grade telecommunications services. Centrex, PBX, or other multistation telecommunications services will incur a Public Rights-of-Way Use Fee on every line or trunk (Network Access Registrar or PBX trunk) that allows simultaneous unrestricted outward dialing to the public switched network. ISDN Primary Rate Interface services will be charged five Public Rights-of-Way Use Fees for every ISDN Primary Rate Interface network facility established by the customer. Other channelized services in which each voice-grade channel is controlled by the telecommunications service provider shall be charged one fee for each line that allows simultaneous unrestricted outward dialing to the public switched telephone network. Access lines do not include local, state, and federal government lines; access lines used to provide service to users as part of the Virginia Universal Service Plan; interstate and intrastate dedicated WATS lines; special access lines; off-premises extensions; official lines internally provided and used by providers of telecommunications service for administrative, testing, intercept, and verification purposes; and commercial mobile radio service.

(b) "Affiliate" shall mean any Person controlling, controlled by or under common control with another Person.

(c) "Construction" shall mean the installation, construction, relocation, removal and material expansion of any Facilities within a Public Way.

(d) "Director" shall mean any director of the Alexandria Department of Transportation and Environmental Services, or the Director's designee.

(e) "Facilities" shall mean any and all cables, lines, wires, conduit, access manholes, switches, pedestals, boxes and other similar equipment and devices in the City owned by Licensee and used in the delivery of Telecommunication or on which Licensee performs repair, Maintenance, relocation or Removal in such a way as to require access to the Public Ways.

(f) "License Area" shall mean the specific public rights-of-way for which this non exclusive License is granted for the term of the License

(g) "Maintenance" shall mean the maintenance, repair, replacement (including upgrading and non-material expansion), and Removal of the Facilities.

(h) "Person" shall mean a natural person or an association, partnership, corporation or other legally recognized entity.

(i) "Public Ways" shall mean the surface, the areas below the surface, and the air space above the surface of any and all of the following rights-of-way owned by or dedicated to the City of Alexandria which, during the term of this Agreement, are located within the corporate limits of the City of Alexandria: highways, roads, streets, lanes, alleys, curbs, sidewalks, bridges, overpasses, underpasses, and other similar rights-of-way.

(j) "Removal" shall mean the removal of any or all of the Facilities from the Public Ways as set forth in Section 5(e) of this Agreement.

(k) "Telecommunications" shall mean telecommunications services as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

2. Grant and Term of License.

(a) In exchange for the consideration described herein, Licensor grants to Licensee permission to use the License Area, in accordance with the provisions, terms and conditions in this Agreement and solely in order to provide Telecommunications and for the Construction, Maintenance and Removal of Facilities. The permission granted by this subsection is non-exclusive, and nothing in this Agreement shall affect the right of Licensor to permit other Persons to use the Public Ways.

(b) The License Area and the specific public rights-of-ways in which Licensee has installed and/or may install its Facilities are:

See Exhibit 1

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

(c) This Agreement and the permission granted by subsection (a) shall be subject to the police power of the City of Alexandria, and to all ordinances heretofore or hereafter enacted by the Alexandria City Council, to all regulations promulgated by Alexandria City officials, and to other applicable laws and regulations established by the Commonwealth of Virginia or the United States.

(d) The term of this license shall be from July 1, 2018 through June 30, 2023. This license may not be renewed. However, at any time before the conclusion of the term of this license Licensee shall have the right to negotiate with the Licensor for a new license for the Construction, Maintenance and Removal of Facilities within Public Ways.

(e) When used in this Agreement, the term "year" shall mean the period from July 1 of a year through June 30 of the following year.

3. License Fee.

(a) As compensation for this license, Licensee shall pay to Licensor, for each of the five years of this Agreement, a license fee as defined in this Section 3(a).

(i) Unless and until Licensee shows that its Facilities are being used to provide service to Access Lines in Virginia, which service may be provided by an Affiliate of Licensee, and for any Subsequent Time Period (as defined in Section 3(a)(iv)) during which they are not so used, the license fee shall be \$3.50 per annum per linear foot of Licensee's Facilities installed in the Public Ways, which shall be prorated on a per-month basis, provided that the obligation to pay such license fee shall not commence until thirty (30) days after Licensee has completed the installation of its initial Facilities in accordance with Exhibit A.

(ii) If and when Licensee shows that its Facilities are being used to provide service to Access Lines in Virginia, and until there is a Subsequent Time Period during which they are not so used, the license fee shall be calculated pursuant to § 5-2-160 *et seq.* of The Code of the City of Alexandria, 1981, as amended (the "City Code"); provided, that should the City of Alexandria's authority to impose the license fee provided for § 5-2-160 *et seq.* of the City Code be rescinded by the Virginia General Assembly or modified in a manner which would result in a lower fee being imposed upon Licensee, Licensee shall continue to pay, for the remainder of the term of this Agreement, the fee as defined in § 5-2-160 *et seq.* of the City Code immediately prior to such rescission or modification, so long as the fee is applied to all similar users of the Public Ways on a non-discriminatory basis.

(iii) The Licensee may show that its Facilities are being used to provide service to Access Lines in Virginia by filing with the City a certification by the Licensee stating that the Licensee uses its Facilities in the City to transmit signals that travel to or from at least one Access Line serving an end-user customer of the Licensee in the Commonwealth of Virginia, along with proof of payment of the license fee required by § 5-2-160 *et seq.* of the City Code .

(iv) If any of the conditions certified to the City pursuant to Section 3(a)(iii) cease to be met for a period of one month or more (a "Subsequent Time Period"), the Licensee shall immediately notify the City, and the license fee shall revert to the definition - specified in Section 3(a)(i) unless and until the Licensee can make a new showing pursuant to Section 3(a)(iii).

(b) The license fee shall be paid on a quarterly basis within two months after the end of the quarter for which the amount is due. Licensee acknowledges that the per-month fee defined in § 5-2-161 of the City Code may, at any time during the term of this Agreement, be increased by the Virginia Department of Transportation pursuant to § 56-462 of the Code of Virginia (1950), as amended. To the extent that fee is applicable under Section 3(a) hereof, Licensee agrees to pay any such increases in the per-month fee so long as the fee is applied to all similar users of the Public Ways on a non-discriminatory basis.

(c) A penalty, equal to 8 percent of the due and owing quarterly installment, shall be assessed against Licensee whenever it fails to pay an uncontested quarterly license fee installment on or before the date required by this section. In addition, interest, at 10 percent per annum on the due and owing uncontested quarterly license fee installment, shall be assessed against Licensee whenever it fails to pay the quarterly license fee installment on or before the date required by this section. Said interest shall start to run the day after the day that the quarterly license fee installment was due Licensee shall furnish to the Licensor with each quarterly license fee installment payment a statement, executed by an authorized officer of Licensee or his or her designee, showing the basis for the payment (number of Access Lines or linear footage) and the calculation that derives the payment from that basis.

(d) If Licensee discovers that it has failed to make the entire or correct amount of the quarterly license fee payment due, it shall pay to Licensor the additional amount due (including a penalty of 8 percent of such amount and interest calculated under subsection (c), above) within 30 days of its discovery of the underpayment. Any overpayment of the quarterly license fee by Licensee through error or otherwise shall be called to the attention of Licensor which, if satisfied that an overpayment was made, shall offset the amount of the overpayment, with interest at 10 percent per annum from the date paid, against the next quarterly license fee installment payment due from Licensee.

(e) Acceptance by the Licensor of any payment due under this section shall not be deemed to be a waiver by the Licensor of any breach of this license occurring prior thereto; nor shall the acceptance by the Licensor of any such payment preclude the Licensor from later establishing that a larger amount was actually due, or from collecting any balance due to the Licensor.

(f) The License Fee shall be paid in addition to, not instead of, any other amounts Licensee is required to pay Licensor by contract or under Licensor's taxing authority.

(g) On or before (i) July 1, 2019, (ii) July 1 of each subsequent year during the term of this Agreement, and (iii) June 30, 2023, Licensee shall furnish Licensor with a statement, executed by an authorized officer of Licensee or his or her designee, certifying that the total license fee paid by Licensee for the immediately preceding year was the correct amount required under this agreement.

(h) By agreeing to pay the license fee described in Section 3(a)(i) hereof, on the terms and conditions herein contained, Licensee does not waive its ability to take the position that such fees are not lawfully imposed under federal or Commonwealth of Virginia law. However, Licensee shall take no legal action against the City on that basis unless and until a court or agency of competent jurisdiction issues a decision that a compensation scheme of the type described in Section 3(a)(i) hereof is unlawful under federal or Commonwealth of Virginia law, in which case Licensor agrees to meet with Licensee, at Licensee's request, and renegotiate the compensation arrangements in this Agreement. In the event that Licensee and Licensor cannot agree on the terms of the compensation arrangements within 60 days of Licensee's request to renegotiate, Licensee reserves all rights to challenge in any forum with competent

jurisdiction the lawfulness of all license fee payments required and made under this Agreement and to seek injunctive relief against the prospective payment of such fees.

5. Licensee's Books of Account and Records; Reports.

(a) Licensee shall keep accurate books of account for the purpose of determining the license fee due to the Licensor. Licensee shall, within five business days after a written request by Licensor, forward to Licensee's primary office in Northern Virginia or another location of its choosing with the approval of the Licensor, copies of the books of account to the extent necessary to confirm the accuracy of payments due the Licensor, which Licensor may inspect at any time during regular business hours. Licensor may audit the books from time to time at Licensor's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due the Licensor. Notwithstanding any other provision of this Agreement, all information reviewed or otherwise accessible to Licensor in exercising its rights under this Section 4(a) shall be deemed confidential and proprietary to Licensee, and shall be held in confidence, to the maximum extent permitted by law.

(b) Upon reasonable request by Licensor, Licensee shall promptly transmit, mail or deliver, in accordance with section 16 herein, copies of its financial records that will enable Licensor to determine the accuracy of any license fee payments made by Licensor.

(c) Licensor agrees to hold in confidence, to the maximum extent permitted by Virginia Public Records law, any information it receives from Licensee which, at the time that it is submitted to Licensor, is marked "proprietary information - confidential."

6. Operations Under License Agreement.

(a) Any Construction, Maintenance, or other activities in the Public Ways by the Licensee shall be subject to the City's general permit requirements.

(b) Annual Operations Plans.

(i) Within thirty days after the effective date of this Agreement, and, at least thirty days prior to each subsequent 12-month period, or partial period, occurring during the term of this Agreement, Licensee shall prepare and submit to the Director an initial Annual Operations Plan which shall describe or otherwise show each of the Public Ways in which Licensee intends to construct Facilities during the 12 months following the plan's submission, the type of Facilities Licensee intends to construct in each such Public Way, and the approximate date on which Licensee intends to begin construction in each Public Way. Such Annual Operations Plans shall be non-binding, but shall represent a reasonable projection by the Licensee of the activities it anticipates undertaking over the subsequent year. Licensor agrees to hold in confidence, to the maximum extent permitted by law, any information it receives from Licensee under its Annual Operations Plans which, at the time that it is submitted to Licensor, is marked "proprietary information - confidential."

(ii) The Licensee shall within a reasonable time period review any comments submitted, and shall respond within a reasonable time period to any questions posed, by the Director with respect to an Annual Operations Plan. In the event that, during a 12-month period covered by an Annual Operations Plan, Licensee makes significant changes in its anticipated routes, Licensee shall promptly submit to the Director an amendment to the Annual Operations Plan covering such changes.

(iii) Licensee shall, at the time it applies for a construction permit, submit to the Director accompanying information which (a) shall indicate how the proposed construction is related to the Annual Operations Plan, (b) shall identify the specific location within each Public Way in which the proposed construction is to take place, (c) shall describe the Facilities to be installed in each Public Way and the construction techniques to be used in accomplishing the installation, (d) shall provide a traffic control plan that shall be reviewed and approved by the Director, (e) shall state, as to each Public Way, the dates on which the proposed construction is to commence and on which the proposed construction is anticipated to be completed, (f) shall verify that Licensee has obtained, or will obtain prior to commencing the Construction, approval of the placement of the Facilities and any required permits from any other entity (including departments or agencies of the City of Alexandria) whose approval is required by law, and (g) shall provide whatever other information the Director reasonably requests. The Director shall have the discretion, which is to be reasonably exercised, to determine the timing of the proposed Construction, taking into account both the dates requested by Licensee and other planned or on-going construction work in the affected Public Ways. Licensee agrees that Construction of Facilities in Public Ways shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, sewer pipe, traffic signal, street light and other utilities and conduits in the Public Ways, or with the public's use of the Public Ways, and shall, to the maximum degree feasible, be coordinated (including through the sharing of Facilities and other equipment and devices) with any construction being simultaneously undertaken at the same location by another provider of Telecommunications or of cable service or by a provider of utilities.

(c) Licensee shall, in connection with any Construction, Maintenance, or other activities in the Public Ways, comply with all applicable laws and regulations, including all permits required by the City.

(d) Maintenance. Licensee may perform Maintenance on the Facilities from time to time without prior approval of the Director as long as neither the component of the Facilities being worked on, nor any of the equipment or workers involved in such Maintenance are located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way. At least 30 days prior to performing Maintenance on any Facilities while located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way, Licensee (i) shall inform the Director in writing of the location at which it intends to perform such Maintenance, (ii) shall provide whatever other information the Director requests, and (iii) shall obtain either a verbal or a written approval of the Maintenance from the Director. In performing Maintenance, Licensee shall comply with all requirements established by the Director. In addition to and notwithstanding the provisions of this subsection (b), Licensee shall

maintain in good and safe condition all Facilities it places within Public Ways, and shall, in connection with any Maintenance activity it undertakes, comply with all applicable laws and regulations.

(e) Removal. Licensee may, at any time, in the exercise of its sole and absolute discretion, effect the Removal of any or all of the Facilities from the Public Ways, which Removal shall not terminate this Agreement. When performing any aspect of Removal where the Facilities being worked on or any of the equipment or workers involved in the Removal is located on the travel, parking, curb or sidewalk portion of a street, or any other portion of a Public Way, Licensee shall comply with all procedures applicable to Maintenance, as set forth above in subsection (d). In addition to and notwithstanding the provisions of this subsection (e), Licensee shall, in connection with any Removal activity, comply with all applicable laws and regulations.

(f) Undergrounding. Chapter 3 of title 5 of the City Code contains undergrounding requirements that apply, *inter alia*, to the installation, repair and replacement of "customer utility services" and "transmission and distribution lines." Licensee acknowledges that it is subject to these requirements and, consequently, that it will be required to install its Facilities undergrounding. Nothing herein shall limit Licensee's ability to seek a waiver of the undergrounding requirement for subsequent builds pursuant to the procedures set forth under Chapter 3 of title 5, Section 27 of the City Code.

(g) Relocation. Licensee shall remove from or relocate within a Public Way, at its own expense and within 90 days of written notice provided by Licensor, or any such longer time as reasonably requested by the Licensee and consented to by the Licensor, any of the Facilities identified by Licensor in said written notice, whenever Licensor, in its sole discretion, determines that (i) the Facilities interfere, disturb or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys or other Public Ways, public grounds, storm drainage systems, sewer systems, water mains, other public facilities or private utility systems, or (ii) the Facilities interfere, disturb or conflict with any public communications system or equipment (including but not limited to AM/FM radio, shortwave radio and two-way radio systems), or with any private communications system which was in operation at the time the facilities were constructed. Any relocation of Facilities shall be subject to all the provisions; terms and conditions of this Agreement, and to all applicable laws and regulations. Notwithstanding the foregoing, the Licensor shall reimburse the Licensee for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia (1950), as amended, or any other applicable law.

(h) When engaged in Construction of Facilities pursuant to this Agreement, Licensee shall not cause any inconvenience to the general public or the Licensor's work forces, except as authorized by the Director. When performing Maintenance or Removal of Facilities, Licensee shall not hinder or impede the flow of traffic to any greater extent than is reasonably necessary. Licensee shall strictly abide by any requirements imposed by the Director, including requirements relating to time limitations and the submission of a traffic control plan.

(i) Contractors. Licensee may hire contractors to construct, install, maintain, operate or repair its Facilities. Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of Licensee's facilities shall be properly licensed under the laws of the Commonwealth of Virginia and all local ordinances, where applicable, and each contractor or subcontractor shall have the same obligations with respect to its work as Licensee would have if the work were performed by Licensee. Licensee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this License and applicable laws, regulations, policies, and procedures, shall be fully responsible for all acts or omissions of contractors or subcontractors and shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor.

7. Damage to Public Ways and Other Property by Licensee.

(a) If, in the course of Construction, Maintenance, Removal or otherwise dealing with any of the Facilities, Licensee damages any pavement, street, alley, sidewalk, sewer, water or other pipe, public ground or any other public property, real or personal, belonging or dedicated to Licensor, Licensee shall promptly repair the same at its own cost and expense. If Licensee shall default in this obligation, Licensor may cure the default itself, and may charge to Licensee the cost it incurs in curing the default; provided, that prior to performing any work to cure a default, Licensor shall give Licensee written notice of the default and a period of five business days from the date of the notice in which to initiate action to cure the default and a period of 30 days in which to complete the cure; provided further, that these 5-day and 30-day periods will be extended by the Director for a reasonable amount of time if a cure of the default cannot reasonably be commenced, or the default cannot reasonably be cured, within such periods respectively, and Licensee has diligently pursued commencement of, or completion of, a cure during the period, as applicable.

(b) Notwithstanding the provisions of subsection (a), if the Director determines, in his sole discretion consistent with applicable law, that damage, as described in subsection (a), threatens the public health or safety, Licensor may commence the repair of the damage and assess its costs upon Licensee, as provided in subsection (a); provided, that, prior to commencing such repair work, Licensor shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to immediately repair the damage itself. In the event Licensee is unable to, or otherwise fails to, immediately repair the damage and Licensor performs the repair work, Licensor shall, immediately upon completion of the work, provide Licensee with written notice of the work it has performed, and also shall, reasonably soon after the completion of the work, provide Licensee with a statement of the reasonable cost Licensor incurred in performing the work.

(c) Licensee shall repave or resurface the Public Ways in accordance with the then current standards set forth by the Director if there are any street cuts or other disturbances of the surface of the Public Ways as a result of any installation by Licensee of Facilities under this Agreement.

(d) Any costs assessed upon Licensee under this section shall be paid to Licensor within 30 days of the assessment.

8. Unauthorized Use. In the event of any use by Licensee of a Public Way or any other property owned by or dedicated to Licensor that is not authorized by this Agreement, Licensee shall, immediately upon notice by Licensor, cease the use and remove all Facilities associated with the use. In addition, Licensee shall pay to Licensor a sum of five hundred dollars (\$500) for each day that the unauthorized use occurs.

9. Insurance. Licensee shall obtain and maintain throughout the term of this Agreement the following insurance coverages:

(a) Commercial general liability insurance in an amount not less than \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate coverage, covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors and products liability; and

(b) Virginia statutory workers compensation coverage, including Virginia benefits and employers' liability with limits of \$100,000/\$100,000/\$500,000. The general aggregate limits shall apply to all Facilities and activities under this Agreement. Licensor shall be named an additional insured on the liability policy. Prior to the start of any Construction, Licensee shall provide to the Director a certificate of insurance that demonstrates, to the satisfaction of the Director, that Licensee has in force the coverages required above, including contractual liability coverage, and that Licensor is an additional insured for purposes of the commercial general liability coverage.

10. Indemnification.

(a) Licensee shall indemnify and hold harmless Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees) resulting from or arising out of any bodily injury, death or property damage (including injury, death or damage, or other losses, sustained by Licensor or any of its officials, employees and agents) caused, in whole or in part, by any act or omission of the Licensee or its employees, officers, contractors, agents or servants relating to or involving the Construction, Maintenance or Removal of Facilities, or otherwise under this Agreement, or by any other act or omission by such persons under this Agreement, except to the extent that such bodily injury, death or property damage, or losses, are caused by the gross negligence or willful misconduct of Licensor or any of its officers, employees and agents.

(b) If a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a) shall be brought against the Licensor or one or more of its officers, employees or agents, either individually or jointly with Licensee, Licensee shall defend, indemnify and hold harmless the Licensor and the sued officers, employees and agents at the sole cost and expense of Licensee. The Licensor shall promptly provide the Licensee with written notice of the commencement of any such suit or action. The Licensee shall conduct the defense of such suit or action, subject to the Licensor's approval, which shall not be unreasonably withheld or delayed. The Licensor may also participate in this defense directly, at its own expense.

(c) If a final judgment is obtained against Licensor or one or more of its officers, employees or agents in a suit or action, either independently or jointly with Licensee, for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under this section, Licensee shall pay every judgment, including all costs and attorneys' fees, entered against Licensor and any of its officers, employees and agents.

(d) The Licensee shall be entitled to settle a claim brought in a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a), provided that the Licensee must obtain the prior written approval of Licensor for any settlement of such claims against the Licensor, which approval shall not be unreasonably withheld or unreasonably delayed.

(e) The indemnities in this section shall survive the expiration or earlier termination of this Agreement for a period of five years.

11. Termination and Expiration.

(a) This Agreement may be terminated by Licensee, at its election and without cause, by delivering written notice of termination to the Director at least 60 days prior to the effective date of such termination.

(b) In the event that Licensee violates any material term or condition of this Agreement, Licensee shall be considered in default. If such default continues for 30 days after Licensee has received written notice of the default from Licensor, Licensor may terminate the Agreement, effective immediately; provided, however, that such 30-day period will be extended for an additional period of time as is reasonable under the circumstances if Licensee's violation cannot reasonably be cured within the initial 30-day period and if Licensee has commenced a cure within such period and continues to diligently pursue such cure.

(c) If this Agreement is terminated, Licensee shall, at its sole expense, remove all Facilities from, and shall vacate, all Public Ways within 180 days of the effective date of the termination, or within such later time as may be prescribed by the Director.

(d) Licensee, at its sole expense, shall remove its Facilities from all Public Ways within 180 days after the expiration of this Agreement, or within such later time as may be prescribed by the Director, unless a new agreement shall have been entered into before such expiration date under which Licensee may continue to maintain its Facilities in the City.

(e) If Licensee fails to remove any of its Facilities as required by subsections (c) or (d), (i) Licensor may remove or cause the removal of the Facilities, and Licensee shall pay to Licensor its reasonable costs in effecting such removal within 30 days of Licensor's provision of written notice of the costs, or (ii) the Facilities shall be considered to have been conveyed to Licensor by Licensee, in which case they shall thereafter become the property of Licensor.

12. Assignment.

(a) This license may not be assigned by Licensee without the written consent of Licensor, which consent may or may not be given at the sole discretion of Licensor and may require action by the Alexandria City Council. However, Licensee may assign its rights, without the consent of the Licensor, to any Affiliate of Licensee, or to any successor-in-interest acquiring fifty-one percent (51%) or more of Licensee's stock or membership interests or substantially all of Licensee's assets, provided the Licensor is given notice of the assignment before it becomes effective. Any successor of Licensee shall be bound by all of the provisions, terms and conditions of this Agreement and shall be subject to all the obligations, stipulations and penalties herein prescribed.

(b) In addition, nothing in this Agreement shall be construed to require Licensee to obtain approval from Licensor in order to (i) lease any Facilities or any portion thereof owned by the Licensee in, on, or above the Public Ways, or (ii) grant an indefeasible right of use ("IRU") in the Facilities owned by the Licensee, or any portion thereof, to any entity or person, as long as (1) such lease or grant does not require or permit any entity other than the Licensee to place Facilities or conduct activities within the Public Ways; and (2) the Licensee remains responsible, for all Facilities, and all activities, within the Public Ways under such lease or grant.

13. Condemnation. Nothing in this Agreement is intended to or shall affect Licensor's authority to acquire Facilities located in Public Ways pursuant to condemnation proceedings or otherwise pursuant to law.

14. Effective Date. This Agreement and the rights and privileges hereby conferred shall not become effective until Licensee files with the Director (a) a copy of the Agreement executed by an authorized officer, and (b) a \$25,000 surety bond, with a good and sufficient surety reasonably acceptable to the Alexandria City Attorney, which guarantees the performance of Licensee under this Agreement, including without limitation that Licensee will maintain in good and safe condition all Facilities it places in Public Ways throughout the term of the Agreement, will remove said Facilities from the Public Ways in accordance with section 10 of the Agreement, and will comply with the provisions, terms and conditions of this Agreement in all respects.

15. Representations.

(a) By the signature below of its authorized legal representative, Licensee accepts this Agreement and the license it provides.

(b) This Agreement constitutes the entire agreement between the Licensor and Licensee, and it supersedes any prior agreements (if any) between the parties. Licensor and Licensee represent that no representation by either party or its officials or employees has induced the other party to execute this agreement. The parties agree that there are no representations inducements, promises or agreements, oral or otherwise, between them which are not embodied in this Agreement, which are of any force. No amendment of this Agreement shall be binding on either party unless set forth in a written document duly executed by authorized representatives of both parties.

16. Applicable Law. This Agreement was accepted in the Commonwealth of Virginia and shall be interpreted and construed under Virginia law and any applicable federal law, which law shall prevail in any conflict of laws.

17. Waivers.

(a) Subject to the foregoing, any waiver of this Agreement or any of its provisions shall be effective and binding upon the parties only if it is made in writing and duly signed by the parties.

(b) If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the Licensor or Licensee, nor constitute a waiver of any remedies available at equity or at law.

18. Severability. The Licensee and Licensor shall comply with any applicable federal law regarding the use of the Public Ways. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, such provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on the Licensee and the Licensor. If the terms of this Agreement are materially altered due to changes in governing law, then the parties shall negotiate in good faith to reconstitute this Agreement in a way consistent with then-applicable law in a form that, to the maximum extent possible, is consistent with the original intent of the parties and preserves the benefits bargained for by each party.

19. Force Majeure. Neither the Licensee nor the Licensor shall be liable for any delay or failure in performance of any party of this Agreement from any cause beyond its control and without its fault or negligence, which may include, without limitation, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires,

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

20. Notice. All notices or other communications which are required or permitted herein shall be in writing and sufficient if (i) delivered personally, (ii) sent by facsimile transmission followed by written confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), (iv) or sent by registered or certified mail, postage prepaid, return receipt requested, to the party at its addresses or facsimile number set forth below or to such other address or party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the same day as a facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

To Licensee: Cox Virginia Telcom, LLC
Vice President, Cox Business, Virginia
1341 Crossways Blvd.
Chesapeake, VA 23320

With copy to: Cox Communications
Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

To Licensor: Director Dept. of Transportation and Environmental Services
301 King Street
Suite 1400
Alexandria, Virginia 22314


With copy to: City Attorney
301 King Street Suite 1300
Alexandria, Virginia 22314

Cox Virginia Telcom, LLC – ALEXANDRIA, VA LICENSE AGREEMENT

Cox Virginia Telcom, LLC -ALEXANDRIA VA LICENSE AGREEMENT


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF ALEXANDRIA, a municipal
Corporation of Virginia

By: 
Mark Jinks
City Manager

Date: 3-29-19

COX COM, LLC

By: 
J.D. Myers II, Sr. Vice President &
Region Manager
Cox Virginia Telcom, LLC

Date: 3/25/2019

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 1

License Area

4320 Seminary Road
Alexandria, VA



COMMUNICATIONS

Northern Virginia

7741 Southern Drive

Springfield, VA 22150

4320 Seminary Rd

SCOPE OF WORK

At the intersection of North Howard Street and Seminary Road there will be a Service Drop to the property at 4320 Seminary Road. (0.15 miles)

Continue heading north on North Howard Street to the intersection of North Howard Street and West Braddock Road. (0.37 miles)

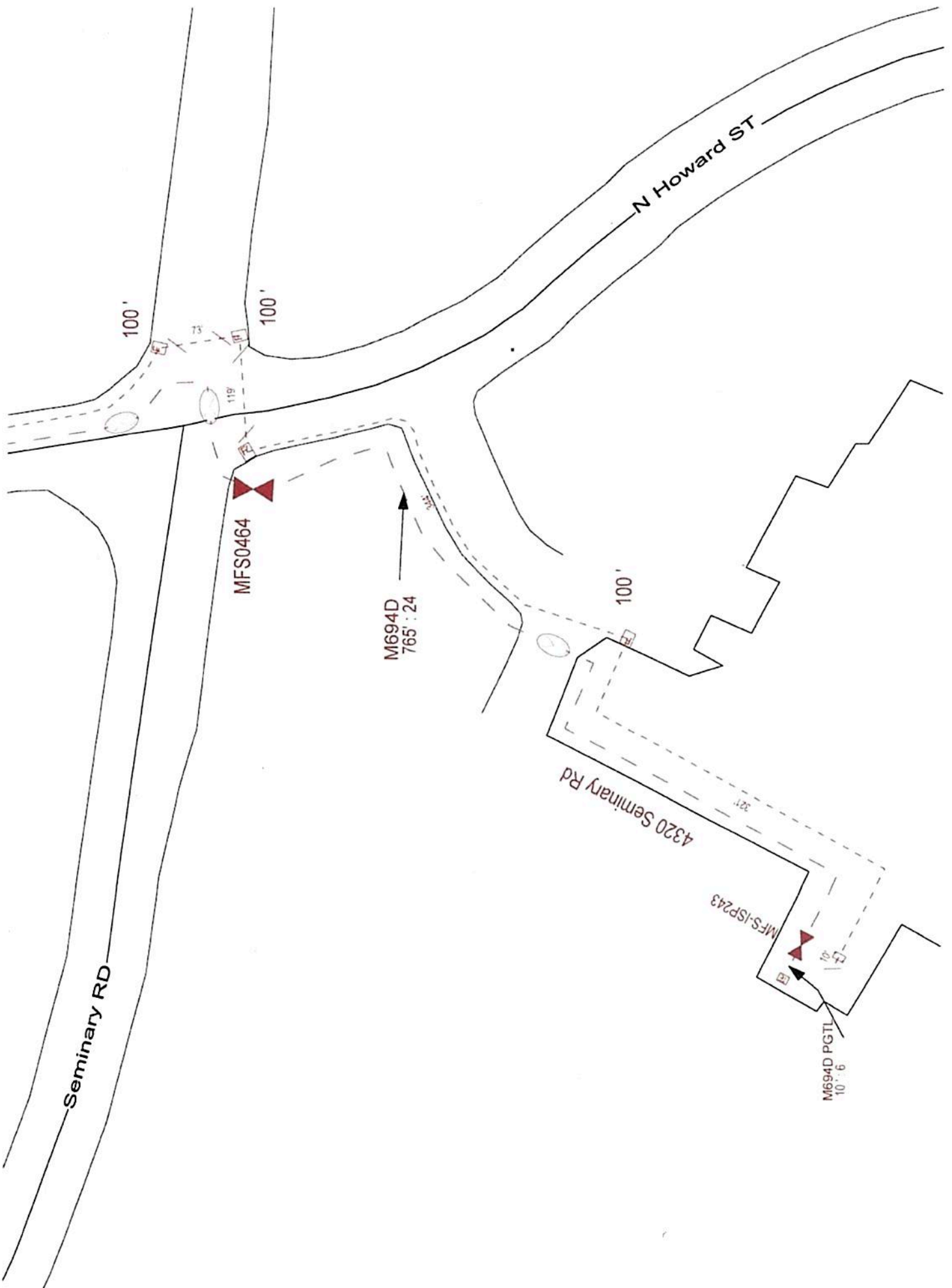
Continue heading northwest on West Braddock Road to the VDOT Rights-of-Way crossing for Interstate 395. (0.24 miles)

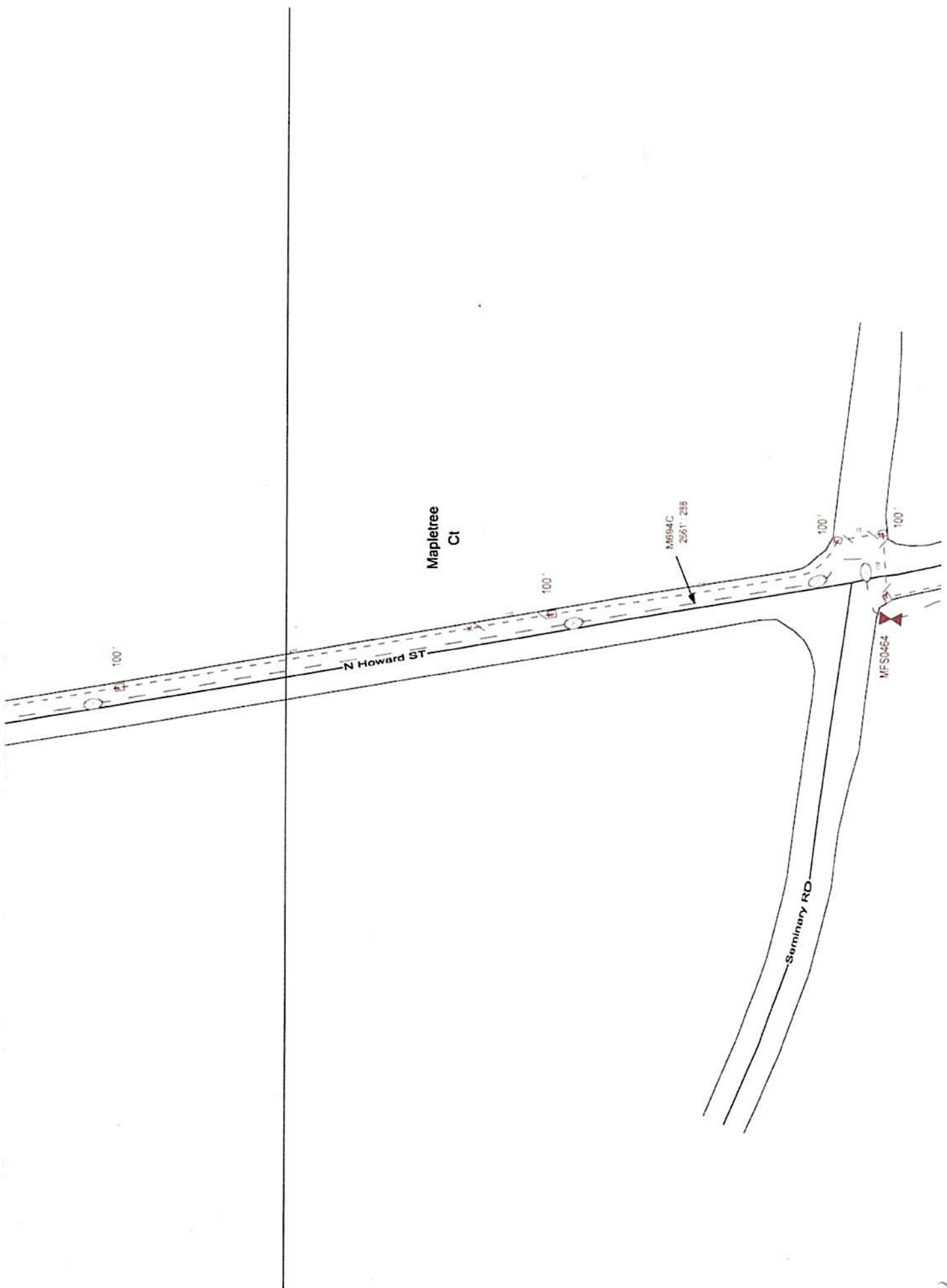
Continue from the VDOT Rights-of-Way crossing for Interstate 395 northwest on West Braddock Road to the intersection of West Braddock Road and North Beauregard Street. (0.55 miles)

Continue heading northeast on North Beauregard Street to the intersection of North Beauregard Street and King Street. (0.28 miles)

Continue heading northwest to the City of Alexandria boundary on King Street (where King Street becomes Leesburg Pike in Fairfax County). (0.21 miles)

The construction will continue into Fairfax County.





Mapletree Ct

N Howard ST

Seminary RD

M694C
2561' 238

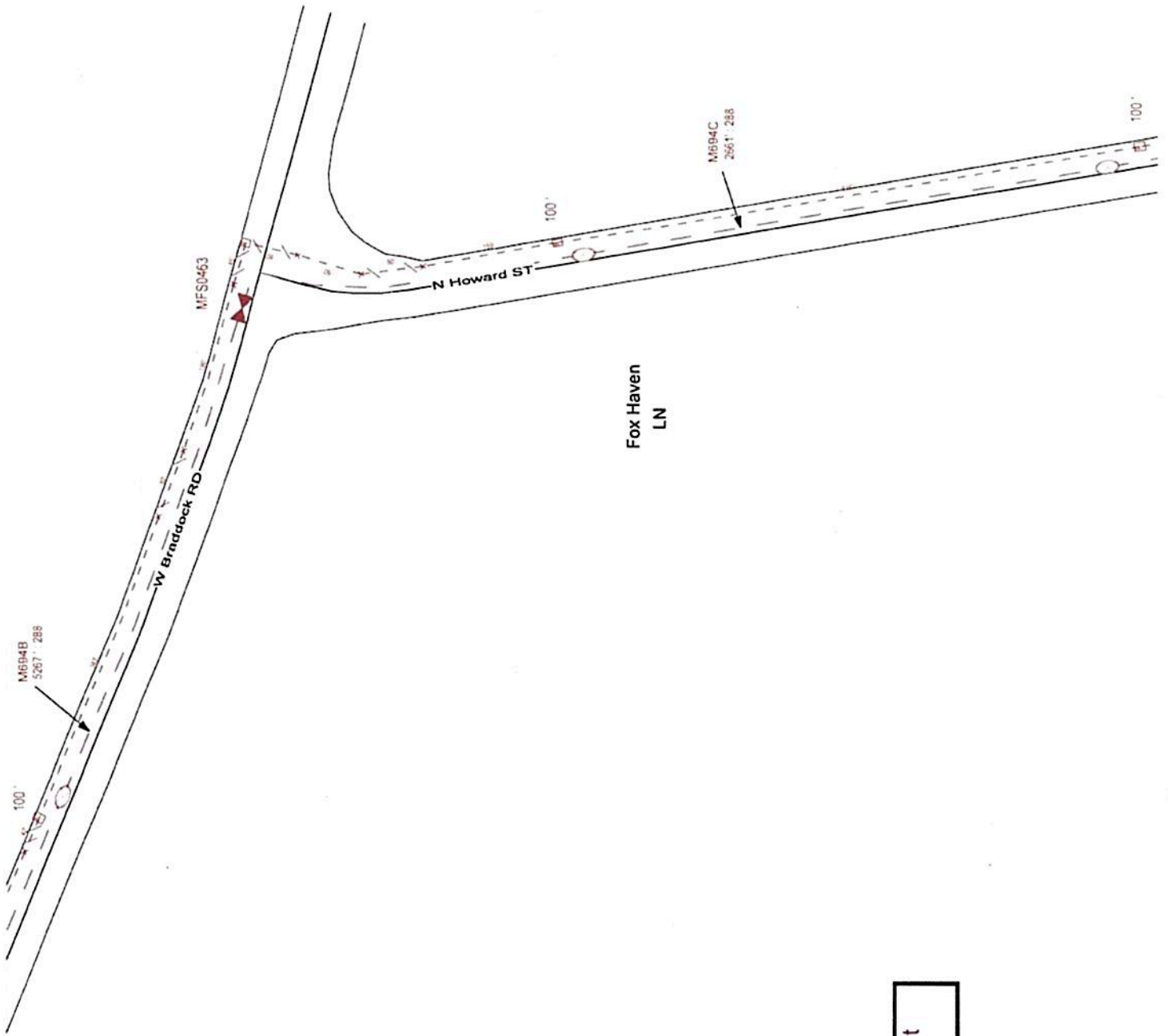
MFS0464

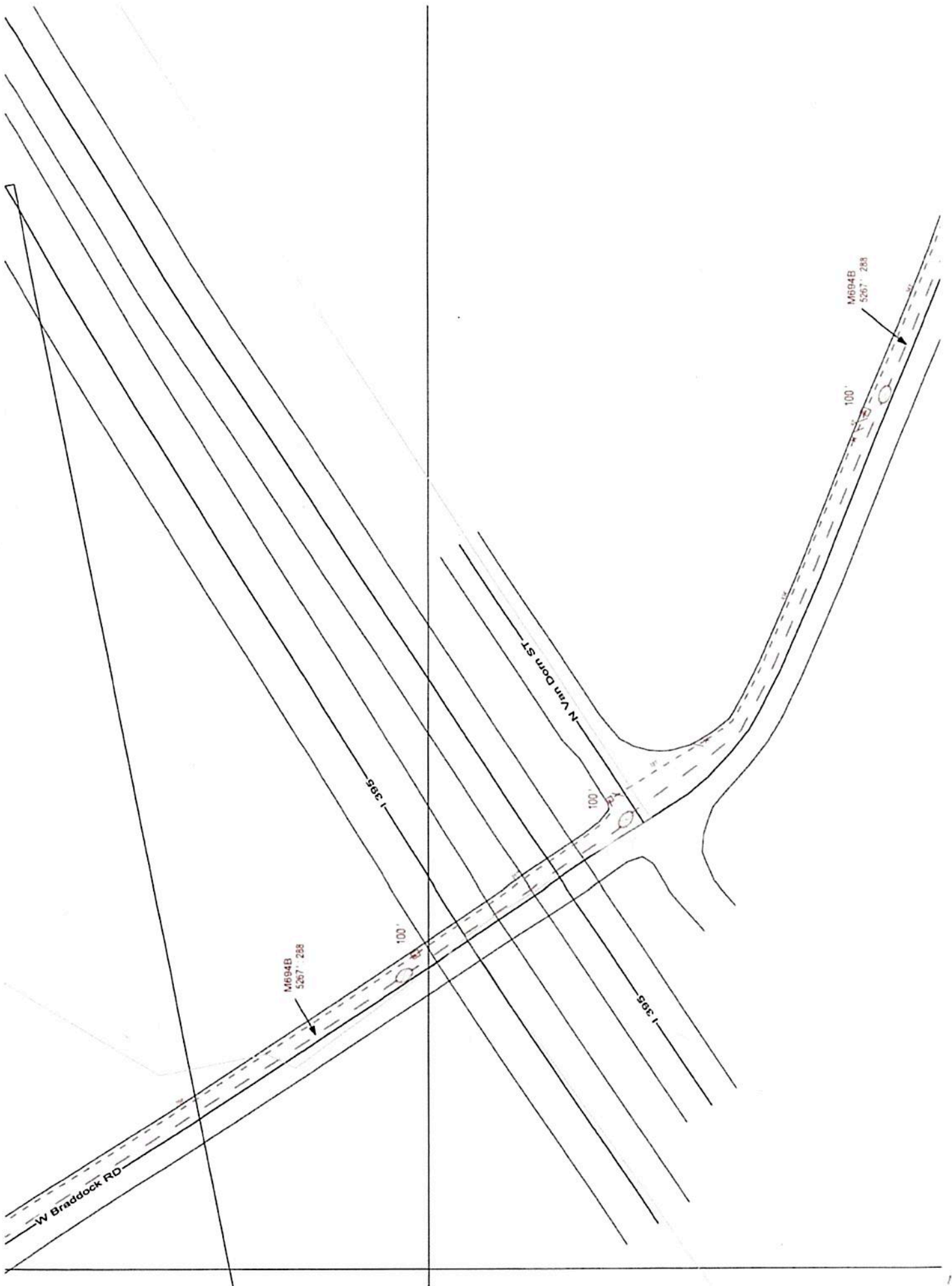
100'

100'

100'

100'









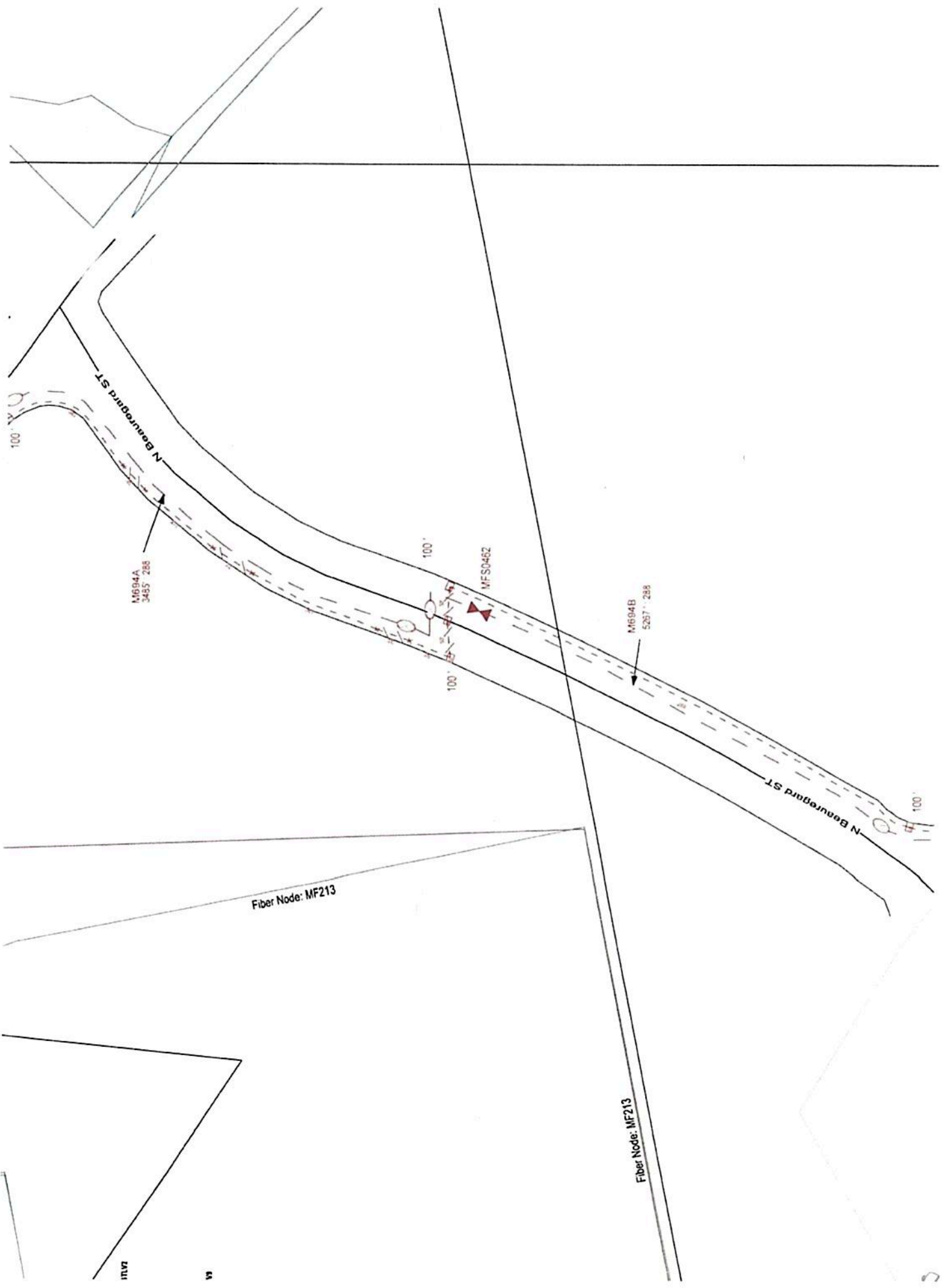
N Beaugard ST

W Braddock RD

M694B
3257' 288'

100'

100'



M694A
3455' 288'

MFS0462

M694B
5257' 288''

Fiber Node: MF213

Fiber Node: MF213

N Beauregard ST

N Beauregard ST

100'

100'

100'

100'

mw

vs

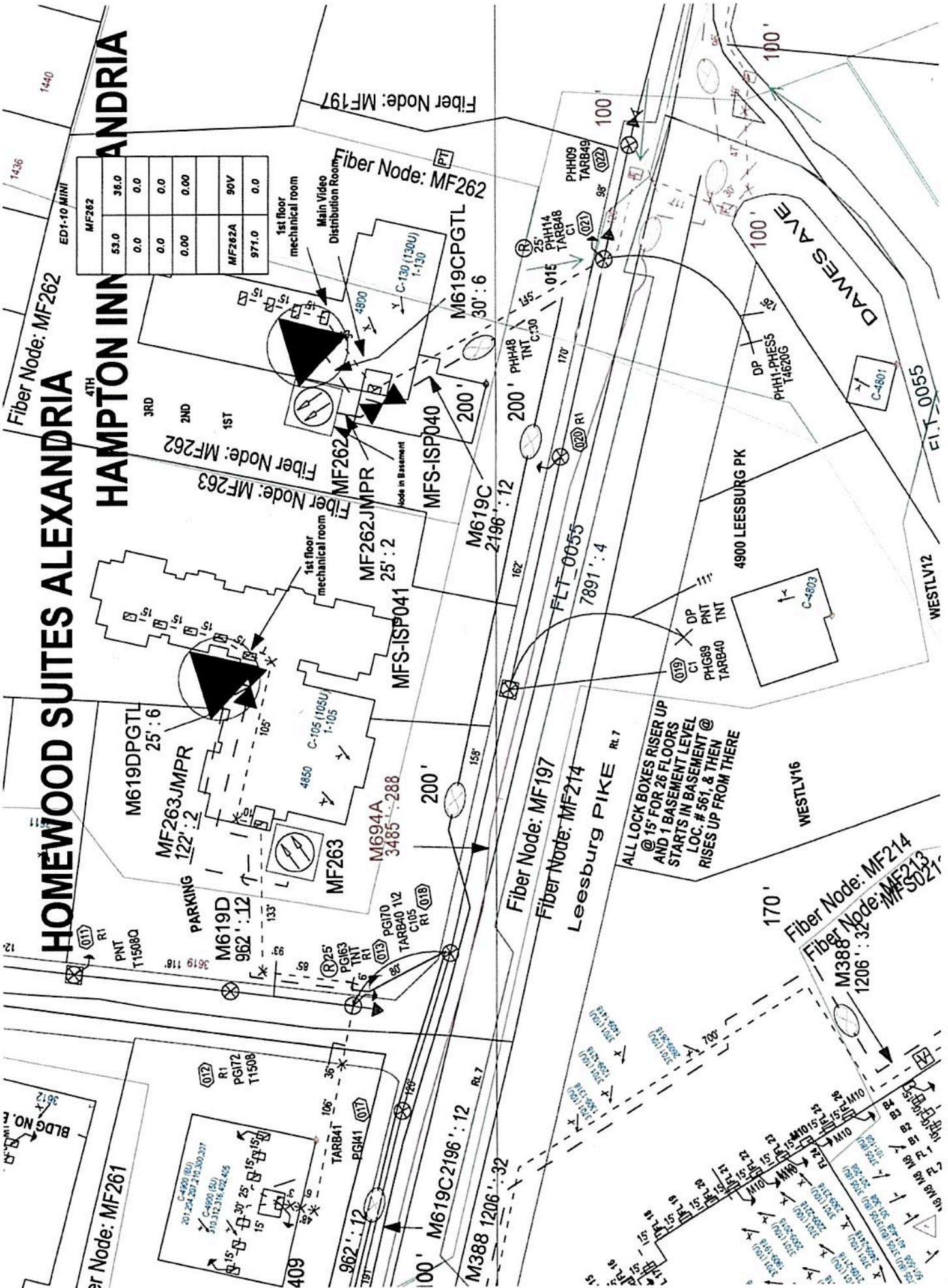
c

HOMWOOD SUITES ALEXANDRIA

HAMPTON INN

ALEXANDRIA

| | | | | | | | |
|--------|-------|------|------|------|------|-----|-----|
| MF262 | 53.0 | 36.0 | 0.0 | 0.0 | 0.00 | 90V | 0.0 |
| | 0.0 | 0.0 | 0.0 | 0.00 | | | |
| | 0.0 | 0.0 | 0.00 | | | | |
| MF262A | | | | | | 90V | |
| | 971.0 | 0.0 | | | | | |



ALL LOCK BOXES RISER UP AND 1 BASEMENT LEVEL STARTS IN BASEMENT @ LOC. # 561, & THEN RISES UP FROM THERE

Exhibit 2

License Area

2001 N. Beauregard Street
Alexandria, VA



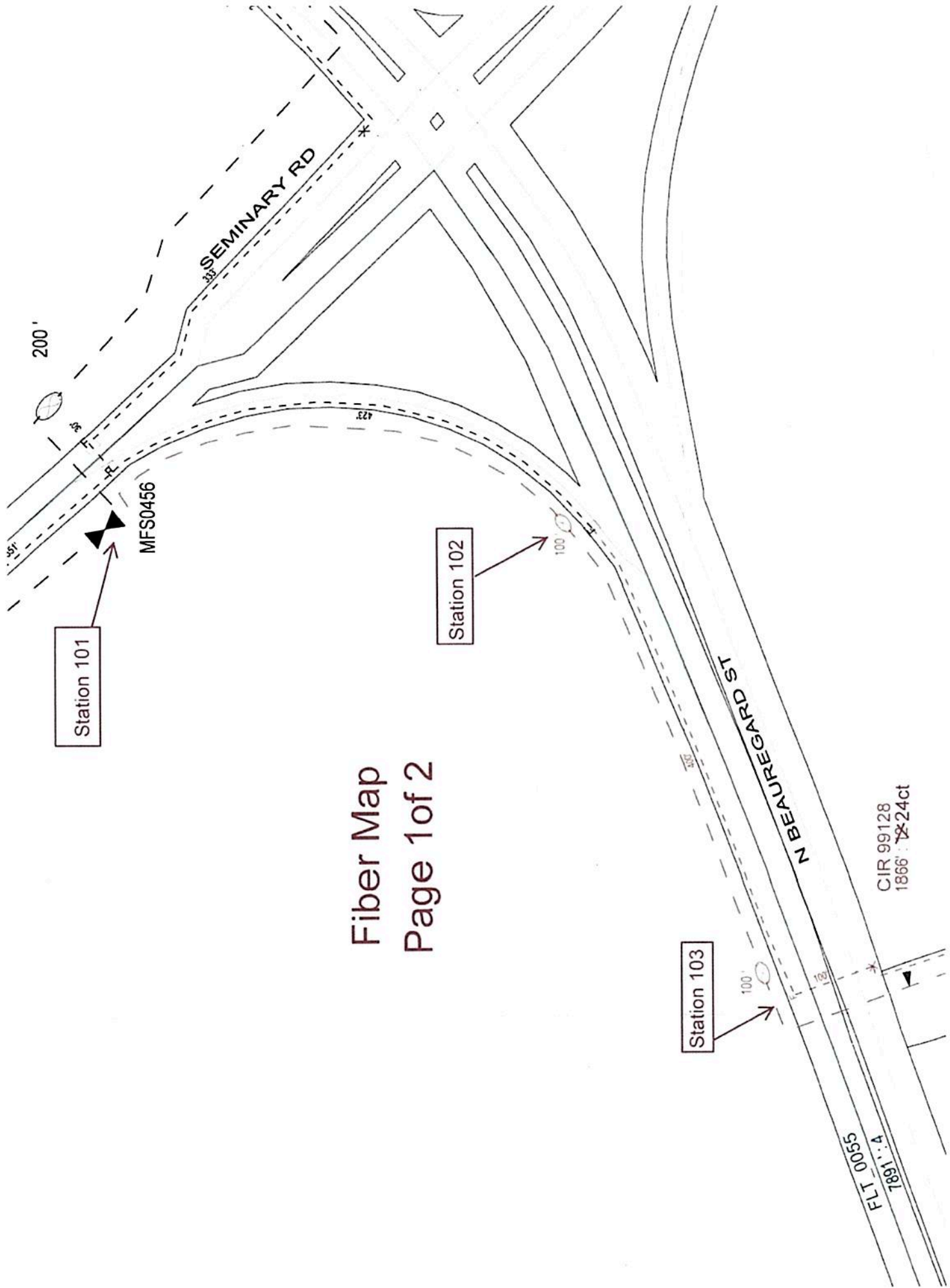
**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

**2001 N Beauregard St
Alexandria, VA 22311
NARRATIVE**

Begin at MFS0456 in Cox vault at sta. 101. Install 100' coil of fiber for splicing here.
From sta. 101, pull 12 ct. fiber thru existing conduit 280' to Cox vault at sta. 102.
Install 100' coil of fiber for storage here.
From sta. 102, install conduit and 12 ct. fiber 400' (DT) to sta. 103.
Install vault and 100' coil of fiber for storage here.
From sta. 103, install conduit and 12 ct. fiber 470' (100' DB, 40' RB, 330' DT) to sta. 104.
Install vault and 100' coil of fiber for storage here.
From sta. 104, install conduit and 12 ct. fiber 90' Across Mark Center Dr. to sta. 105
Dig up existing spare 4" conduit in ROW install New Vault leave 150' storage.
At sat. 105 create new splice point.
From sta. 105 pull a 12ct fiber into Teclo room.
Splice and activate.
Seal penetration holes.
Cox to work through Brickman Landscaping to restore disturbed ground to the pre-existing condition.

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



Fiber Map
Page 1 of 2

CIR 99128
1866' X 24ct

FLT 0055
1891' X 4

Fiber Map 2 of 2

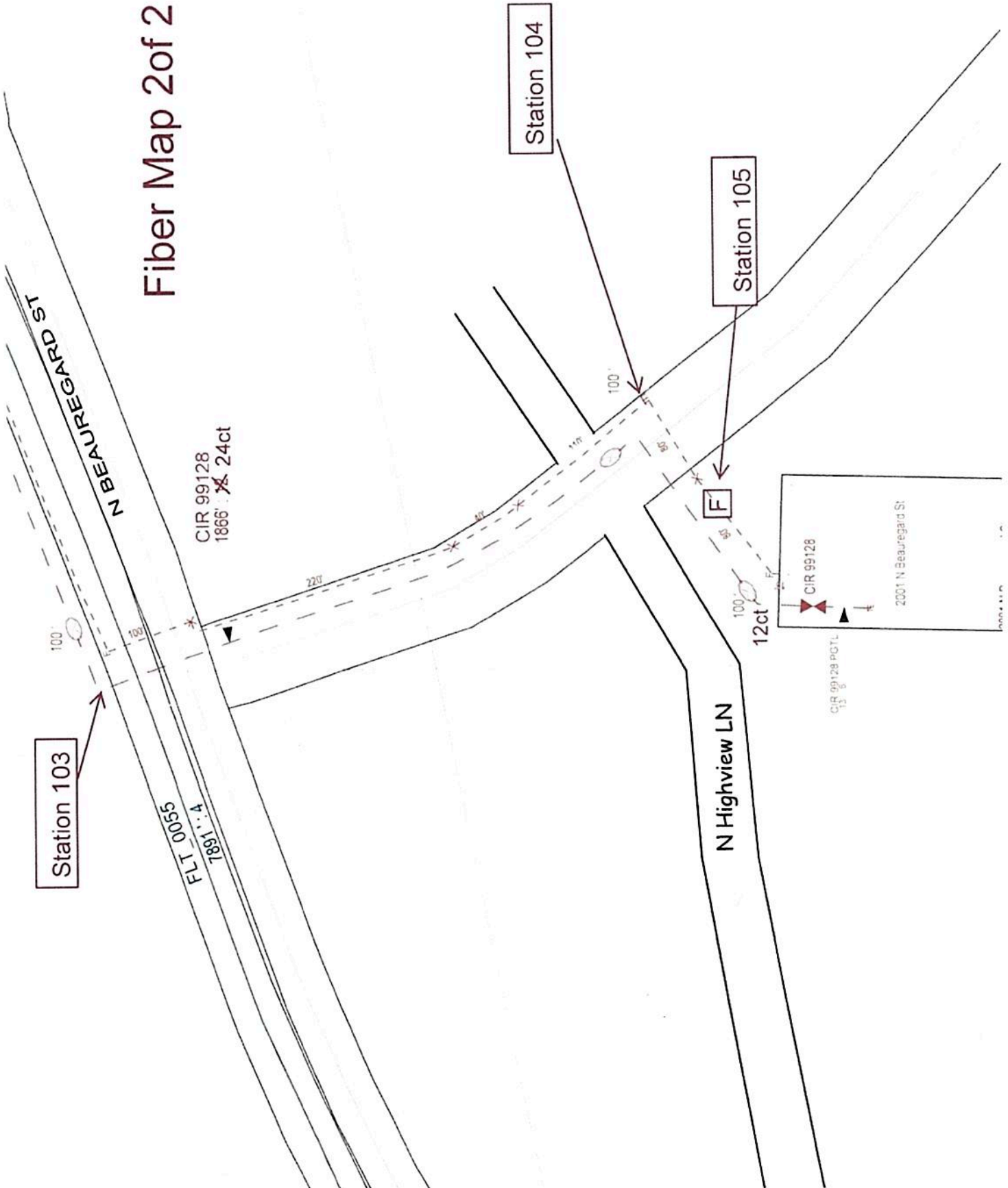


Exhibit 3

License Area

1800 N. Beauregard Street
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

1800 N BEAUREGARD ST, ALEXANDRIA, VA 22311

FROM SPLICE MFS0456 PULL FIBER 423' IN EXISTING CONDUIT TO EXISTING VAULT. PULL FIBER 367' IN EXISTING CONDUIT TO EXISTING VAULT.

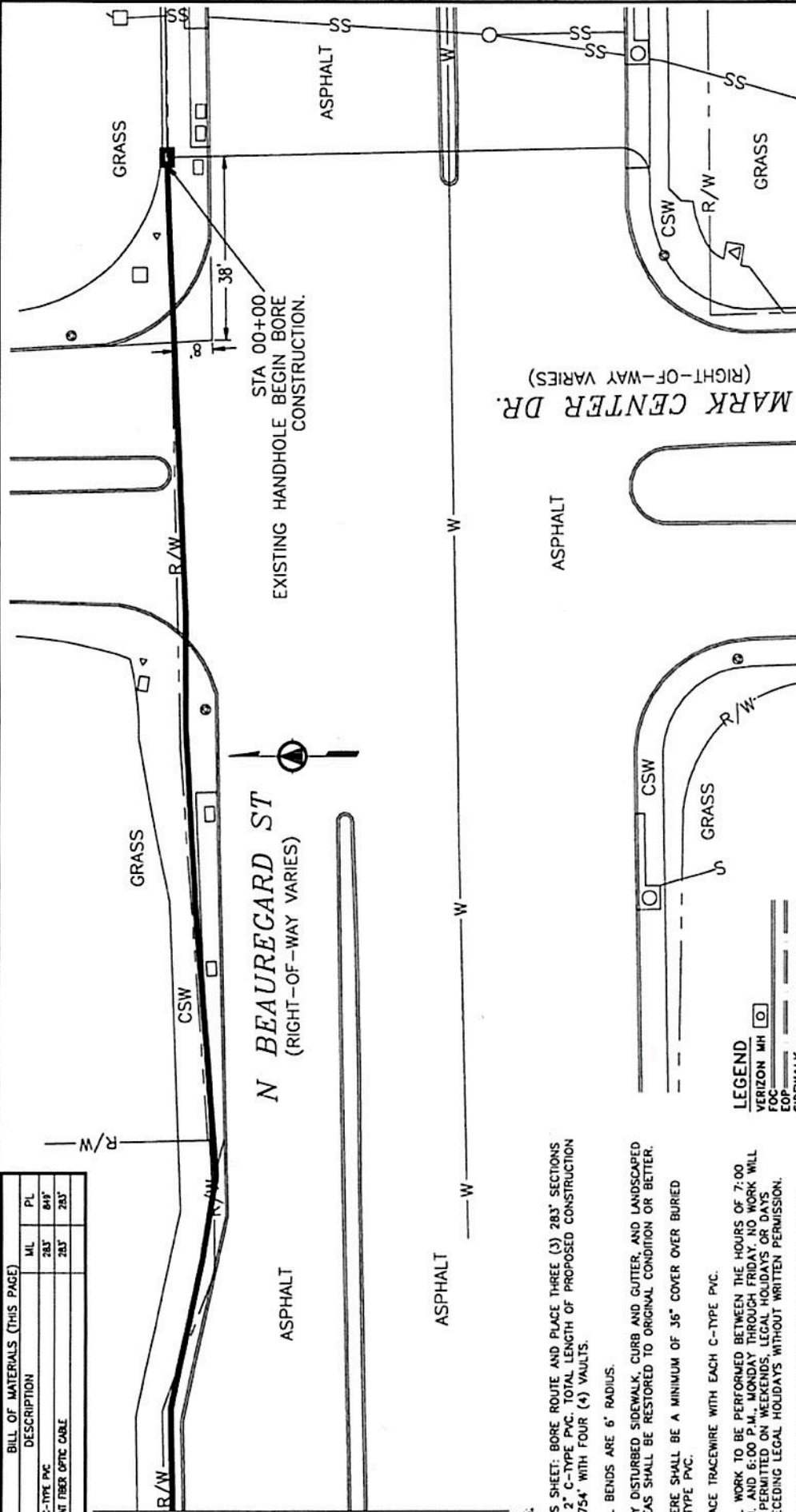
*INSTALL 3-2" CONDUIT WITH FIBER 145' UNDER ROAD. 67' UNDER CONCRETE IN FRONT OF BUS STOP. 157' IN GRASS AND INSTALL 2- 24X36 VAULT. COIL FIBER IN VAULT. INSTALL 3-2" CONDUIT WITH FIBER 360' IN GRASS AND INSTALL 2- 24X36 VAULT. COIL FIBER IN VAULT.

TRENCH 1-2" CONDUIT WITH FIBER 155' TO BUILDING. INSTALL 24X36 VAULT AT BUILDING NEAR EXISTING CABLE PEDESTAL. FOLLOW ROUTE OF COAX CABLE TO THE PHONE ROOM 150' IN THE BASEMENT. COIL FIBER 50' AT EQUIPMENT AREA.

***THE SECOND CONDUIT IS FOR THE CITY OF ALEXANDRIA**

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.

| BILL OF MATERIALS (THIS PAGE) | | |
|-------------------------------|------|------|
| DESCRIPTION | ML | PL |
| (3) 2" C-TYPE PVC | 283' | 81F |
| 24 COUNT FIBER OPTIC CABLE | 283' | 283' |



STA 02+83 SEE MATCHLINE "A" ON
osp-1800NBEAUREGARD-02

MARK CENTER DR.
(RIGHT-OF-WAY VARIES)

N BEAUREGARD ST
(RIGHT-OF-WAY VARIES)

LEGEND

| | |
|-----------------------|---|
| VERIZON MH | ○ |
| FOC | — |
| EOP | — |
| PROPOSED C-TYPE PVC | — |
| RIGHT OF WAY | — |
| ELECTRIC | — |
| STORM DRAIN | — |
| SANITARY SEWER | — |
| TELEPHONE | — |
| WATER | — |
| PROPOSED C-TYPE PVC | — |
| BSW-BRICK SIDEWALK | — |
| CSW-CONCRETE SIDEWALK | — |
| FIRE HYDRANT | ○ |
| UTILITY POLE | ○ |
| STREET LAMP | △ |
| PARK METERS | □ |

- NOTES:**
- THIS SHEET: BORE ROUTE AND PLACE THREE (3) 283' SECTIONS OF 2" C-TYPE PVC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
 - ALL BENDS ARE 6' RADIUS.
 - ANY DISTURBED SIDEWALK, CURB AND GUTTER, AND LANDSCAPED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
 - THERE SHALL BE A MINIMUM OF 36" COVER OVER BURED C-TYPE PVC.
 - PLACE TRACEWIRE WITH EACH C-TYPE PVC.
 - ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 6:00 P.M., MONDAY THROUGH FRIDAY. NO WORK WILL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
 - PLEASE DIRECT ENGINEERING QUESTIONS TO MR. FARHAD SHARIFZADEH (JUB) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. ILKO (JUB) AT (202) 812-5525, JOHN@JUBDC.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7852.
 - WORK HOURS WITHIN TRAVEL LANES OR ANY AREA NEAR A SCHOOL SHALL BE 9:30 TO 3:30 AS INDICATED ON MOT. ANY WORK OR EQUIPMENT THAT IS PLACE OUT OF VEHICULAR, BIKE LANES, OR PARKING LANES, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

ENGINEERED BY:

Phone: (552) 352-0287
jpb@jbb-engineers.com

Before Beginning Construction
Contact
"MISS UTILITY"
1-800-257-7777
48 Hours
Pre-Pay Estimation

ALEXANDRIA DRAFTING COMPANY
FAIRFAX COUNTY, VA
MAP ADC 5647, GRID ADC A4

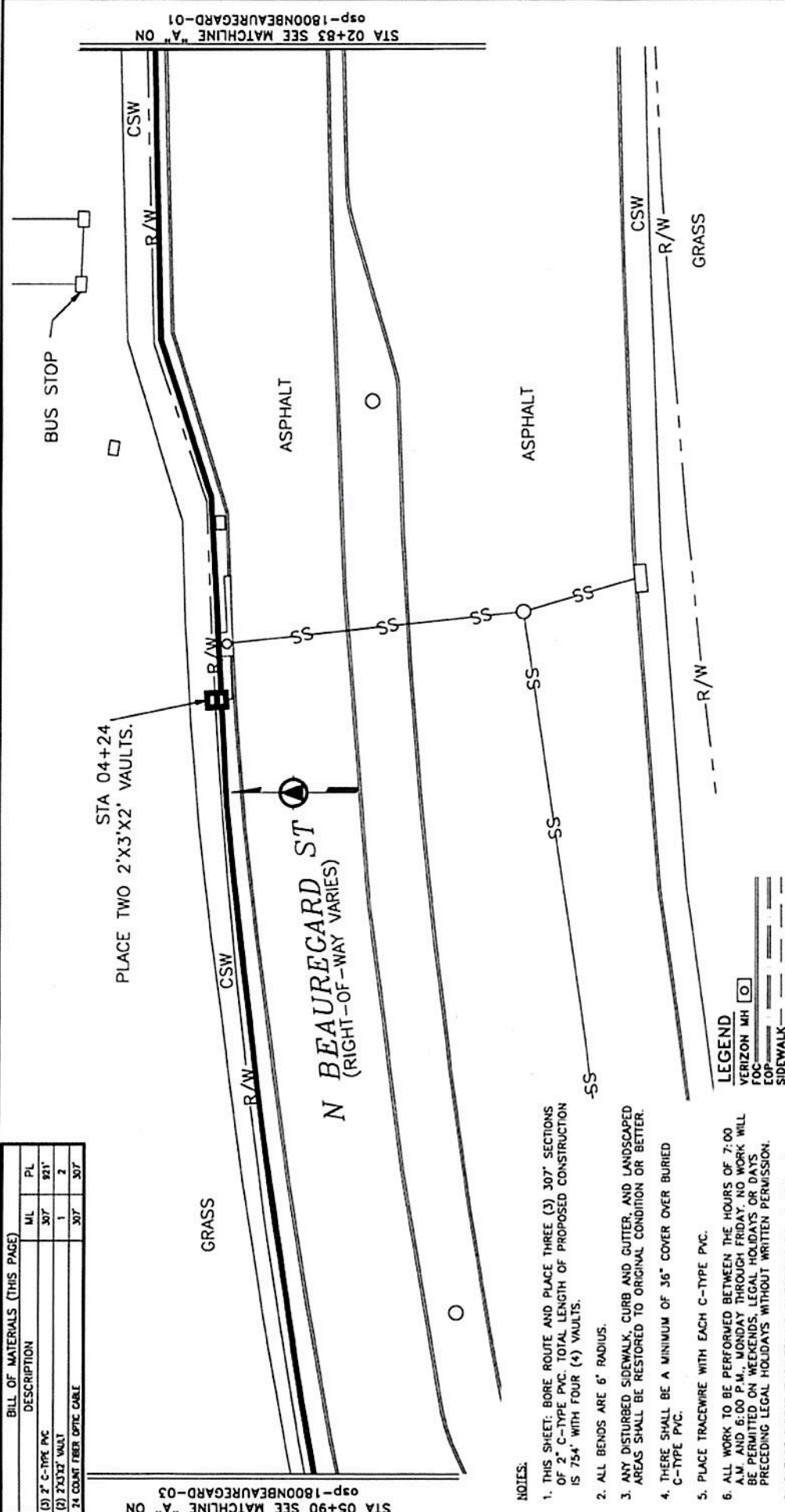
FILE: 1800 N BEAUREGARD
STMB0323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

Engineered By: [Signature] Date: 10/28/18
JOB DC, INC. Date: 10/28/18
Approved: [Signature] Date: []

AFE NO: []
CAD FILENAME: osp-1800NBEAUREGARD-02
SHEET: 2 OF 8
SCALE: 1:20

***** NOTICE *****
INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF COX COMMUNICATIONS

| BILL OF MATERIALS (THIS PAGE) | | | |
|-------------------------------|-----|------|--|
| DESCRIPTION | ML | PL | |
| (3) 2" C-TYPE PVC | 307 | 921' | |
| (2) 2'X3' VAULT | 1 | 2 | |
| 24 COUNT FIBER OPTIC CABLE | 307 | 307 | |



NOTES:

- THIS SHEET: BORE ROUTE AND PLACE THREE (3) 307" SECTIONS OF 2" C-TYPE PVC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
- ALL BENDS ARE 6" RADIUS.
- ANY DISTURBED SIDEWALK, CURB AND GUTTER, AND LANDSCAPED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- THERE SHALL BE A MINIMUM OF 36" COVER OVER BURIED C-TYPE PVC.
- PLACE TRACEWIRE WITH EACH C-TYPE PVC.
- ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 6:00 P.M. MONDAY THROUGH FRIDAY. NO WORK WILL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
- PLEASE DIRECT ENGINEERING QUESTIONS TO MR. FARHAD SHARIFZADEH (JUB) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. ILKO (JUB) AT (202) 812-5523, JOHN@JUBDC.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7852.
- WORK HOURS WITHIN TRAVEL LANES OR ANY AREA NEAR A SCHOOL SHALL BE 9:30 TO 3:30 AS INDICATED ON MOT. ANY WORK OR EQUIPMENT THAT IS PLACE OUT OF VEHICULAR, BIKE LANES, OR PARKING LANES, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

LEGEND

- VERIZON MH
- FOC
- COP
- SIDEWALK
- RIGHT OF WAY
- ELECTRIC
- CADMBRAIN
- STORM DRAIN
- WATER
- TELEPHONE
- PROPOSED C-TYPE PVC
- BSW - BRICK SIDEWALK
- CSW - CONCRETE SIDEWALK
- FIRE HYDRANT
- UTILITY POLE
- STREET LAMP
- TRAFFIC SIGNAL
- PARK. METERS

ENGINEERED BY:

Phone: (541) 352-0277
jrb@jbbgroup.com

Before Beginning Construction
Contact
"MISS UTILITY"
at least 48 hours
Prior to Construction

1-800-257-7777

ALEXANDRIA DRAFTING COMPANY
FAIRFAX COUNTY, VA
MAP ADC 5647, GRID ABC A4

AFE NO:

CAD FILENAME:

SHEET: 3 OF 6
SCALE: 1:30

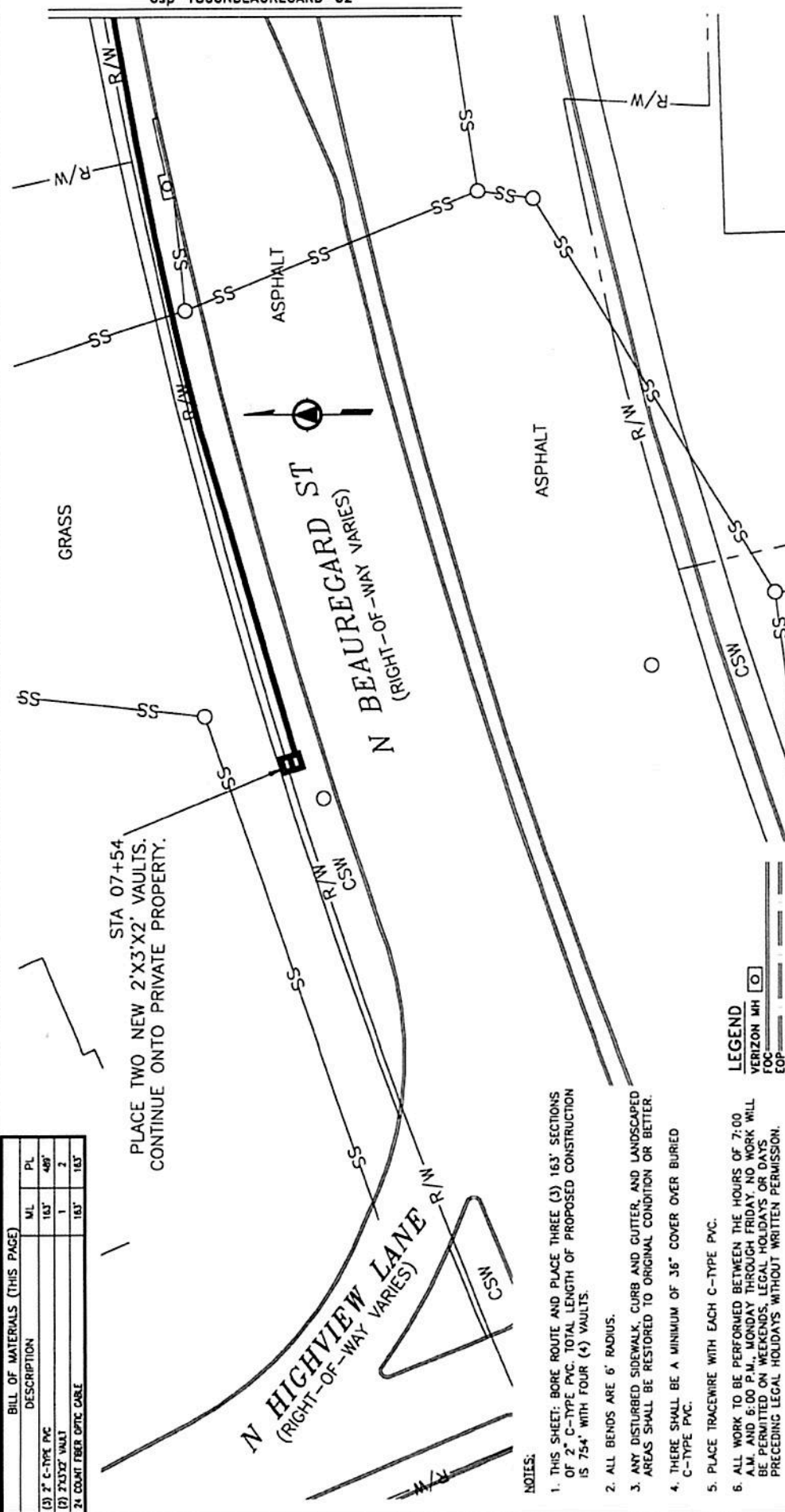
1800 N BEAUREGARD
STIMB0323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

Engineered By: JUB DC, INC. Date: 10/29/18
App'd: _____ Date: _____

******* NOTICE *******
INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF COX COMMUNICATIONS.

STA 05+90 SEE MATCHLINE "C" ON
osp-1800NBEAUREGARD-02

| BILL OF MATERIALS (THIS PAGE) | | | |
|-------------------------------|------|------|--|
| DESCRIPTION | ML | PL | |
| (3) 2" C-TYPE PVC | 163' | 489' | |
| (2) 2"x3'x2' VAULT | 1 | 2 | |
| 24 COAT FIBER OPTIC CABLE | 163' | 163' | |



STA 07+54
PLACE TWO NEW 2'X3'X2' VAULTS.
CONTINUE ONTO PRIVATE PROPERTY.

ENGINEERED BY:
JJB
CONSULTANTS GROUP
Phone: (541) 842-0227
jrb@land2table.com

Before Beginning Construction
Contact:
"MISS UTILITY"
1-800-257-7777
Fairfax County
Public Works

ALXANDRIA DRAFTING COMPANY
FAIRFAX COUNTY, VA
MAP ADC 5847, GRID ADC A4

COX
TITLE:
1800 N BEAUREGARD
STMBO323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

DATE NO: 10/28/18
DATE: 10/28/18
APPROVED: [Signature]
SCALE: 1:20

LEGEND

| | |
|-----------------------|---|
| VERIZON MH | ○ |
| FOC | — |
| RIGHT OF WAY | — |
| UTILITY | — |
| ELECTRIC | — |
| STORMDRAIN | — |
| SANITARY SEWER | — |
| TELEPHONE | — |
| WATER | — |
| PROPOSED C-TYPE PVC | — |
| BSW-BRICK SIDEWALK | — |
| CSW-CONCRETE SIDEWALK | — |
| FIRE HYDRANT | ○ |
| UTILITY POLE | ○ |
| STREET LAMP | ○ |
| TRAFFIC SIGNAL | ○ |
| PARK, METERS | ○ |

- NOTES:**
1. THIS SHEET: BORE ROUTE AND PLACE THREE (3) 163' SECTIONS OF 2" C-TYPE PVC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
 2. ALL BENDS ARE 6' RADIUS.
 3. ANY DISTURBED SIDEWALK, CURB AND GUTTER, AND LANDSCAPED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
 4. THERE SHALL BE A MINIMUM OF 36" COVER OVER BURIED C-TYPE PVC.
 5. PLACE TRACEWIRE WITH EACH C-TYPE PVC.
 6. ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 6:00 P.M., MONDAY THROUGH FRIDAY. NO WORK WILL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
 7. PLEASE DIRECT ENGINEERING QUESTIONS TO MR. FARHAD SHARIFZADEH (JJB) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. ILKO (JJB) AT (202) 812-5525. JOHN@JJBDC.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7852.
 8. WORK HOURS WITHIN TRAVEL LANES OR ANY AREA NEAR A SCHOOL SHALL BE 9:30 TO 3:30 AS INDICATED ON NOT. ANY WORK OR EQUIPMENT THAT IS PLACED OUT OF VEHICULAR, BIKE LANES, OR PARKING LANES, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 4

License Area

1701 N. Beauregard Street
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

7741 Southern Drive
Springfield, VA 22150

1701 N Beauregard St

SCOPE OF WORK

OSP

MARK CENTER DRIVE

COIL FIBER 75' AT SPLICE MFS0645, PULL 12CT FIBER 125' IN EXISTING CONDUIT UNDER MARK CENTER DRIVE TO EXISTING 24X36 VAULT. PLAN 100' FIBER STORAGE IN VAULT.

HIGHVIEW LANE

FROM EXISTING VAULT, TRENCH 2" CONDUIT WITH 12CT FIBER 143'.

BORE 2" CONDUIT WITH 12CT FIBER 61'.

TRENCH 2" CONDUIT WITH 12CT FIBER 142'.

BORE 2" CONDUIT WITH 12CT FIBER 58'.

TRENCH 2" CONDUIT WITH 12CT FIBER 117'.

BORE 2" CONDUIT WITH 12CT FIBER 54'.

SET 24X36 VAULT WITH 100' STORAGE.

NORTH HIGHVIEW LANE

FROM PLANNED VAULT, CONTINUE TO TRENCH 2" CONDUIT WITH 12CT FIBER 504' AND SET 24X36 VAULT WITH 100' FIBER STORAGE.

RAYBURN AVENUE

FROM PLANNED VAULT BORE 2" CONDUIT WITH 12CT FIBER 66' UNDER N HIGHVIEW LANE.

TRENCH 2" CONDUIT WITH 12CT FIBER 124'.

BORE 2" CONDUIT WITH 12CT FIBER 131'.

TRENCH 2" CONDUIT WITH 12CT FIBER 146' AND SET 24X36 VAULT WITH 100'

FIBER STORAGE

CONTINUED ON PAGE 2

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction. Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



**COMMUNICATIONS
Northern Virginia**

7741 Southern Drive
Springfield, VA 22150

CIR # 285679
Sprint DC52XC427
1701 N Beauregard St
SCOPE OF WORK

ISP

1701 N BEAUREGARD STREET

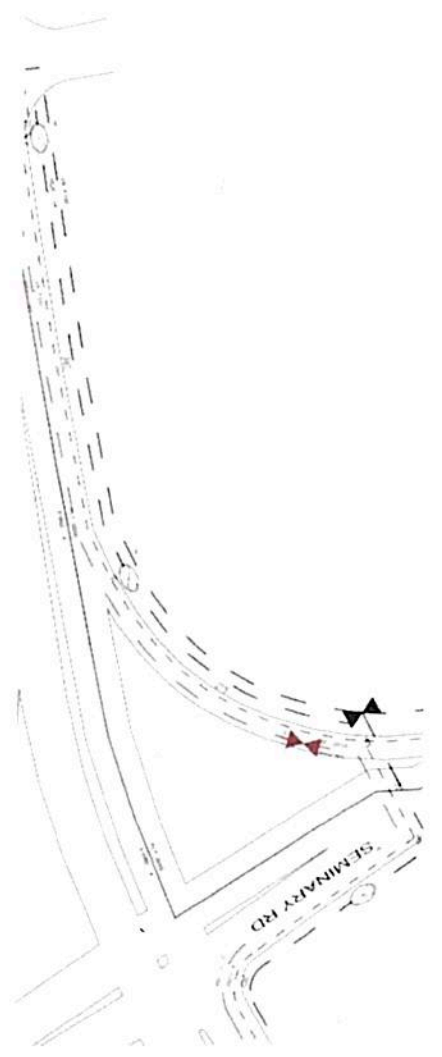
FROM PLANNED VAULT AT RAYBURN AVE, TRENCH 2" CONDUIT WITH 12CT FIBER
237' AND SET 24X36 VAULT WITH 100' STORAGE NEXT TO COMCAST VAULT.
DIG AND INTERCEPT BUILDING CONDUIT
ROD AND ROPE AND PULL 12CT FIBER 168' IN EXISTING CONDUIT TO PHONE ROOM.
COIL FIBER 50' IN PHONE ROOM.
CONTINUE TO ROUTE FIBER IN CEILING 175' TO COMM ROOM. COIL FIBER 50'.
TERMINATE AT THE COX EQUIPMENT LOCATION.

ESTIMATED TIME 7-11 DAYS
AERIAL - 0'
5 DAYS - NEW CONDUIT -1783'
1 - DAY PULL THROUGH EXISTING - 293'
1 - DAY ISP - 175'
NEW VAULTS - 3
TOTAL FIBER NEEDED - 2850'

Gabriel Muffley
7/16/2018

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.

1800 N. BEAUREGARD ST
HARRIS COUNTY, TEXAS 77004
1/10/2012



Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 5

License Area

5055 Seminary Road
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

**5055 Seminary Rd
Alexandria, VA 22311
NARRATIVE**

Starting at the intersection of south George Mason Drive and Seminary Road in Fairfax County, crossing the City of Alexandria boundary at this location, heading southeast down Seminary Road.

Continue heading southeast down Seminary Road to the intersection of Seminary Road and North Beauregard Street. (0.53 miles)

At the intersection of Seminary Road and North Beauregard Street there will be a Service Drop to the property at 5055 Seminary Road. (0.31 miles)

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.



**COMMUNICATIONS
Northern Virginia**

3080 Centreville Road
Herndon Va. 20171

**Cox Fiber Optic Cable
Construction Route Narrative and Map - Revision 2**

Below is a narrative followed by a Construction Map Legend (Attachment) and a set of maps of the proposed underground construction activity route with the planned locations of vaults in the right-of-way (Attachment) for the installation of fiber optic cables in the City of Alexandria, VA. The construction activity includes 2,735 feet of pulling new fiber through existing conduit, 10,975 feet of new construction for a total of 13,710 feet.

All new construction will consist of three conduits¹ (each 2" in Diameter), and vaults that are enumerated and correspond to the respective location on maps.

New Construction

- From Station-P001 heading northeast on North Beauregard St. bore 445' and install vault at Station-093.
- From Station-093 heading northeast on North Beauregard St. bore 690' and install vault at Station-094.
- From Station-094 heading northeast on North Beauregard St. bore 440' and install vault at Station-095.
- From Station-095 heading northeast on North Beauregard St. bore 400' and install vault at Station-096.
- From Station-096 heading northeast on North Beauregard St. bore 350' across N Armstead St and install vault at Station-097.
- From Station-097 heading northeast on North Beauregard St. bore 395' and install vault at Station-098.

New Construction

- From Station-098 heading northeast on North Beauregard St. bore 400' across N Morgan St. to Station-P002.
- From Station-P002 heading northeast on North Beauregard St. install new aerial strand 300' to Station-P003.
- From Station-P003 heading northeast on North Beauregard St. bore 85' across N Beauregard St and install vault at Station-099.
- From Station-099 heading northeast on North Beauregard St. bore 360' across Sanger Ave and install vault at Station-033.

New Construction

- From Station-033 heading northeast on North Beauregard St. bore 700' and install vault at Station-034.

- From Station-034 heading northeast on North Beauregard St. bore 470' and install vault at Station-035.

New Construction

- From Station-035 heading northeast on North Beauregard St. bore 100' across Roanoke Ave. and install vault at Station-036.
- From Station-036 bore across North Beauregard St, 80' and install vault at Station-037.
- From Station-037 heading northeast on North Beauregard St. bore 430' and install vault at Station-038.
- From Station-038 heading northeast on North Beauregard St. bore 450' and install vault at Station-039.

New Construction

- From Station-039 heading northeast on North Beauregard St. bore 625' and install vault at Station-040.
- From Station-040 bore across Rayburn Ave. 100' and install vault at Station-041.
- From Station-041 heading northeast on North Beauregard St. bore 525' and install vault at Station-042.
- From Station-042 heading northeast on North Beauregard St. bore 350' and install vault at Station-EV001.

Existing Conduit

- From Station-I.V001 heading northeast on North Beauregard St. pull fiber through existing conduit 300' to Station-EV002.
- From Station-EV002 heading northeast on North Beauregard St. pull fiber through existing conduit 400' to Station-EV003.
- From Station-EV003 heading northeast on North Beauregard St. pull fiber through existing conduit 390' to Station-EV004.
- From Station-EV004 heading northeast on North Beauregard St. pull fiber through existing conduit 275' to Station-EV005.
- From Station-EV005 pull fiber through existing conduit 120' across Seminary Rd. to Station-EV006.
- From Station-EV006 heading northeast on North Beauregard St. pull fiber through existing conduit 385' to Station-EV007.
- From Station-EV007 crossing and heading northeast on North Beauregard St. pull fiber through existing conduit 200' to Station-EV008.

New Construction

- From Station-EV008 heading northeast on North Beauregard St. bore 480' and install vault at Station-043.
- From Station-043 heading northeast on North Beauregard St. bore 495' and install vault at Station-044.
- From Station-044 heading northeast on North Beauregard St. bore 80' across Fillmore Ave. and install vault at Station-045.

New Construction

- From Station-045 heading northeast on North Beauregard St, bore 450' and install vault at Station-046.

- From Station-046 heading northeast on North Beauregard St, bore 500' and install vault at Station-047.
- From Station-047 heading northeast on North Beauregard St, bore 200' across W Braddock Rd to vault at Station-EV009.

Existing Conduit

- From Station-EV009 heading northeast on North Beauregard St, pull fiber through existing conduit 665' to Station-EV010.

Exhibit 5

Map for 5055 Seminary Road
Alexandria, VA

Exceeds 8.5 x 11 Print

Digital Version on file with City

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 6

License Area

5000 Dawes Ave
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

3080 Centerville Road
Herndon Va. 20171

5000 Dawes Ave
Alexandria, VA 22311
SOW

- Pull new fiber thru existing Cox conduit. Starting at the intersection of south George Mason Drive and Seminary Road in Fairfax County, crossing the City of Alexandria boundary at this location, heading southeast down Seminary Road.
- Pull new fiber thru existing Cox conduit. Continue heading southeast on west side of Seminary Road to the intersection of Seminary Road and Fillmore Ave. 0.25 mi. (1320 ft.)
- Dig and intercept existing Cox conduit and install 24" x 36" vault in right-of-way at 5310 Seminary Road. Vault will be located [in grass strip in the right-of-way?]
- Turn east and bore under Seminary Rd. Continue east on north side of Fillmore Ave installing three conduits (each 2" diameter), vaults and fiber to Bisdorf Dr. 0.23 mi. (1190 ft.) All the vaults identified in the attached construction map will be located [in grass strip in the right-of-way?]
- Turn onto Bisdorf Drive and continue on Private Property for NVCC.

Construction route map follows:

Cox will place its fibers in one of the two new conduits. The second will be a spare for Cox. The third conduit is conveyed to the City pursuant to §4 of the CoxCom, LLC – Alexandria, VA License Agreement, effective October 1, 2013

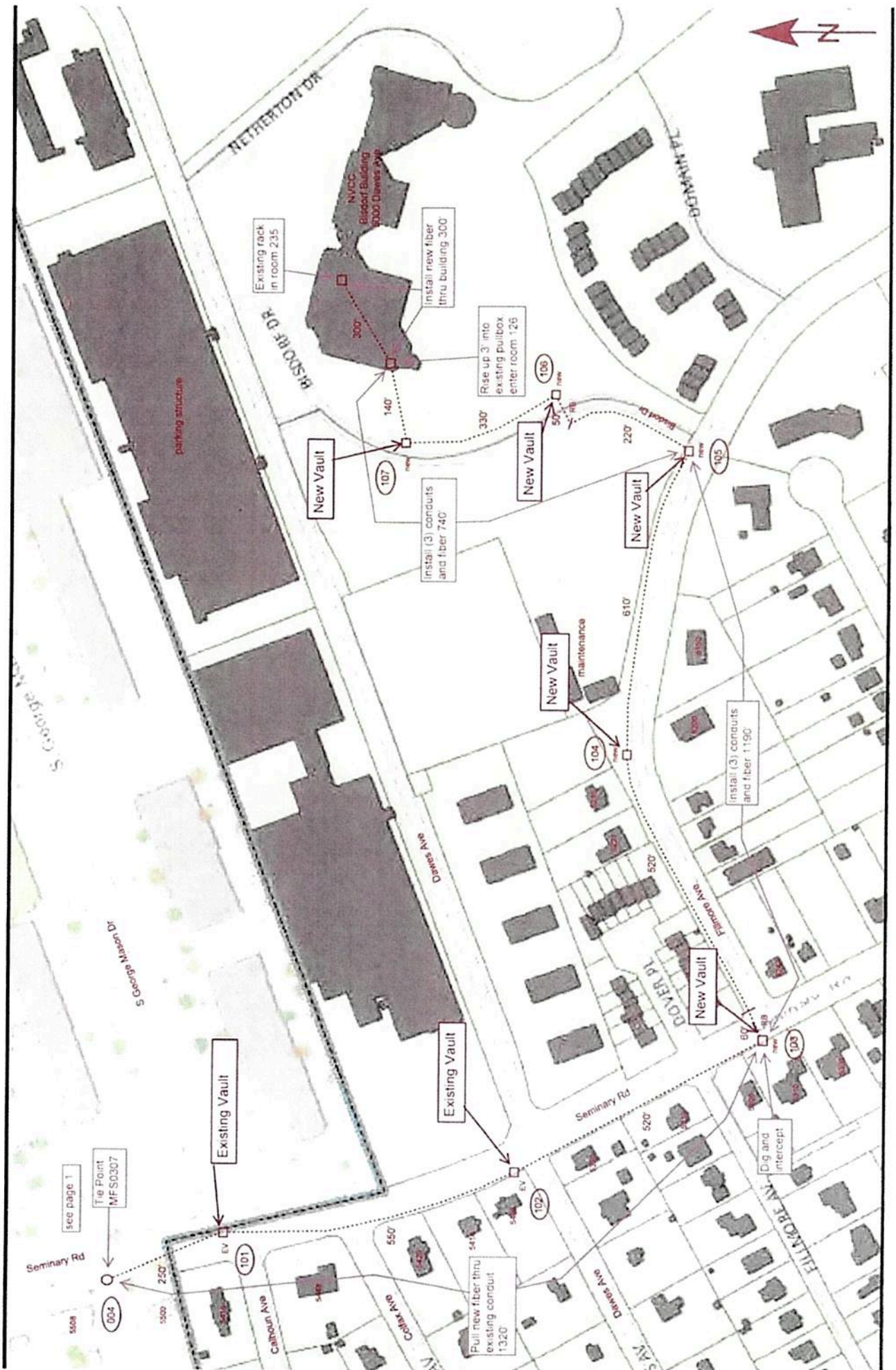


Exhibit 7

License Area

4800 Mark Center Drive
Alexandria, VA



**COMMUNICATIONS
Northern Virginia**

7741 Southern Drive
Springfield, VA 22150

4800 Mark Center Dr
Alexandria, VA 22311
NARRATIVE

Begin at MFS0465 in Cox vault at sta. 101.

Install 125' coil of fiber for splicing here.

From sta. 101, install new conduit and 24 ct. fiber 720' to sta. 102.

Install new vault and 100' coil of fiber for storage here.

From sta. 102, install new conduit and 24 ct. fiber 650' to sta. 103.

Install new vault and 100' coil of fiber for storage here.

From sta. 103, install new conduit and 24 ct. fiber 260' to sta. 104.

Install new vault and 100' coil of fiber for storage here.

From sta. 104, install new conduit and 24 ct. fiber 650' to sta. 105.

Install new vault and 100' coil of fiber for storage here.

From sta. 105, install new conduit and 24 ct. fiber 70' to manhole at sta. 106.

From sta. 106, pull new 24 ct. fiber thru building conduit 950' to manhole at sta. 107.

From sta. 107, pull new 24 ct. fiber thru building conduit 300' into POP B on B2 level.

Install 100' coil of fiber for splicing and fiber rack here.

Splice and activate.

Estimated Construction Timeline

Locates - 3 to 5 days

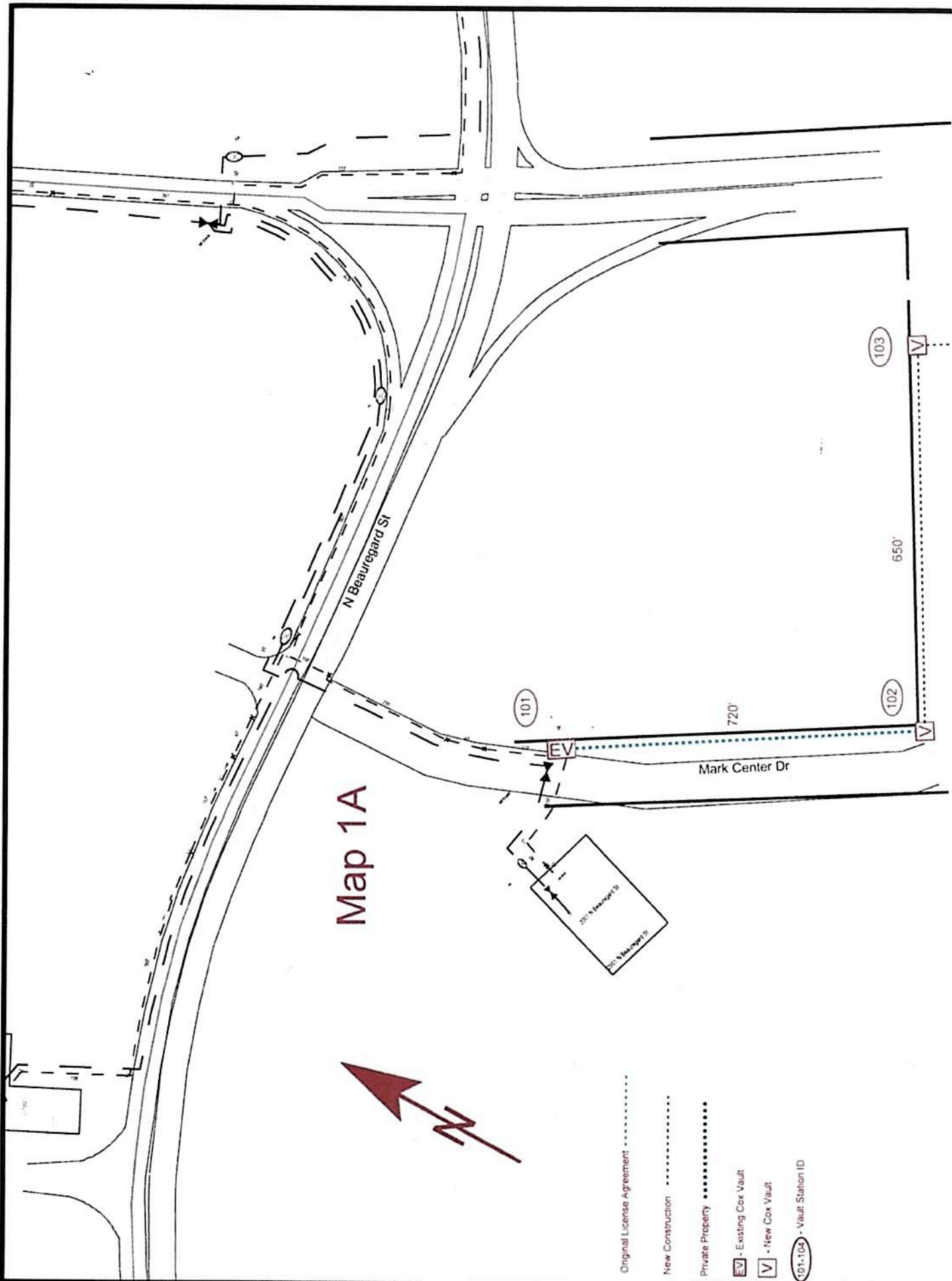
Underground - 7 days

Splicing and activation - 1 day

Total - 11 to 12 days

David Bernsen
7/8/2017

Follow VDOT guidelines for temporary traffic control and safety precautions during all phases of construction especially during aerial construction.
Patch all test holes with appropriate material. Restore landscaping to pre construction conditions. Seal all holes in building with an appropriate sealant. Clean up construction area to pre construction conditions.

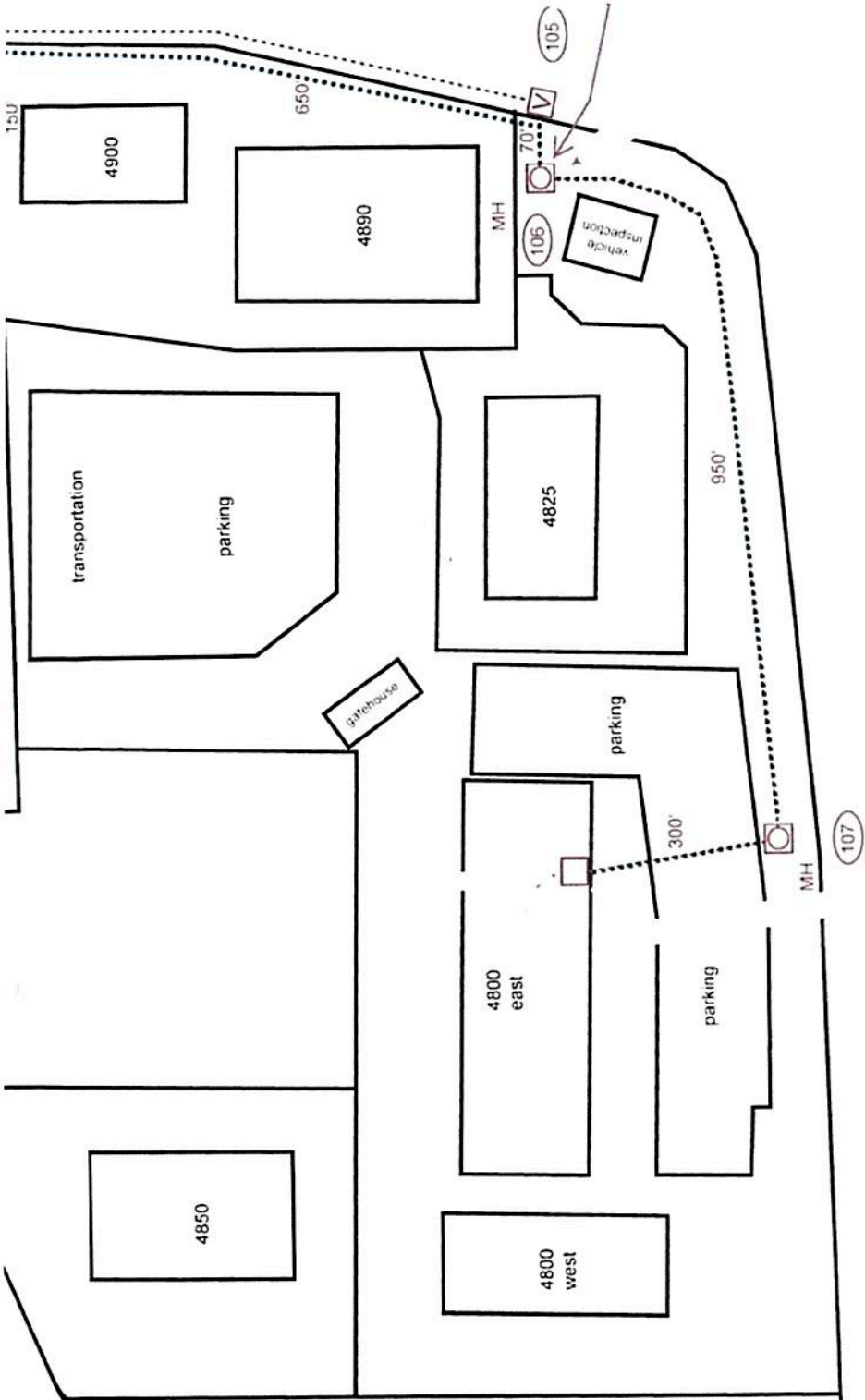


Map 1A



- Original License Agreement - - - - -
- New Construction - - - - -
- Private Property - - - - -
- EV - Existing Cox Vault
- V - New Cox Vault
- 101-103 - Vault Station ID

Seminary Rd



I-395

**AMENDMENT NO. 1 TO LICENSE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA AND COX
VIRGINIA TELECOM DATED APRIL 1, 2019**

This Amendment No. 1 amends the License Agreement entered into and effective, on or about April 1, 2019, between Licensee Cox Virginia Telecom ("Cox") and Licensor, the City of Alexandria, a municipal corporation of the Commonwealth of Virginia ("City").

WHEREAS, on or about April 1, 2019, the parties entered into a License Agreement for Cox to install conduit and fiber optic cable in the public rights-of-ways in the City; and

WHEREAS, the existing License Agreement provided that the City granted Cox the right to install conduit in a route ring of approximately 5.3 miles commencing at the intersection of South George Mason Drive and Seminary Road in Fairfax County and crossing into the City and continuing throughout the City; and

WHEREAS, Cox wishes to install approximately additional 3,445 feet of conduit, fiber and handholes in the City, which includes two additional conduits that Cox will install on each of the runs for the City to use at no cost to the City;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree that:

1. Paragraph 2. Grant and Term of the license shall be amended to include an additional subparagraph (f), that the amended paragraph shall now read as follows:
2. Grant and Term of License:

Cox shall install beginning at the Fiber Light handhole at sta. 101 Commonwealth Avenue. Install (2) 24" x 36" handholes and 125' coil of fiber for splicing. From sta. 101, install (2) 2" conduits and fiber under the sidewalk 30' south along Commonwealth Avenue under sidewalk 40' west along West Glebe Road and 50' south across West Glebe Road to sta. 102 on West Glebe Road.

Install (1) 24" x 36" handhole and 100' coil of fiber for storage. Continue to install (2) 2" conduits and fiber under the sidewalk 45' east along West Glebe Road, along

sidewalk 75' south along Commonwealth Avenue and 80' east across Commonwealth Avenue to sta. 103 at 3407 Commonwealth Avenue. Install (1) 24" x 36" handhole and 100' coil of fiber for storage here. From sta. 103, install (2) 2" conduits and fiber along the sidewalk 70' north along Commonwealth Avenue and under the sidewalk 490' east along East Glebe Road to sta. 104 on East Glebe Road at Auburn Court. Install (2) 24" x 36" handholes and 100' coil of fiber for storage here. From sta. 104 install (2) 24" x 36" handholes and fiber under the sidewalk 600' east along East Glebe Road to sta. 105 at 211 East Glebe Road. Install (2) 24" x 36" handholes and 100' coil of fiber for storage here.

From sta. 105 install (2) 2" conduits and fiber under the sidewalk 160' east along East Glebe Road in the roadway 400' across Montrose Avenue and east along East Glebe Road to sta. 106 on East Glebe Road at Laverne Avenue. Install (1) 24" x 36" handhole and 100' coil of fiber for storage. From sta. 106 install (2) 2" conduits and fiber in the roadway 530'; across Laverne Avenue east along East Glebe Road and across Clifford Avenue to sta. 107 on East Glebe Road and Richmond Highway. Install (2) 24" x 36" handholes and 100' coil for storage. From sta. 107, install (2) 2" conduits and fiber in the roadway 750'; south along Richmond Highway, across Hume Avenue and across East Raymond Avenue to sta. 108 on Richmond Highway at Calvert Avenue. Install (2) 24" x 36" handholes and 125' coil of fiber for splicing.

In addition, Cox shall install 2 additional conduits in each of the runs for use by the City. The City and Cox shall mutually agree as to the color of the City's conduits to differentiate from Cox's conduits.

3. The remaining terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereof have executed this Amendment No.1 to the License Agreement.

CITY OF ALEXANDRIA, a municipal Corporation of the Commonwealth of Virginia

By: _____

James B. Parajon
City Manager

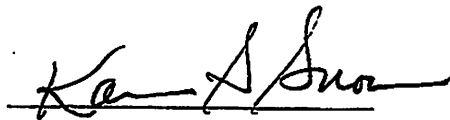
COX VIRGINIA TELECOM

By: _____

J.D. Myers, II
Senior Vice President &
Region Manager East

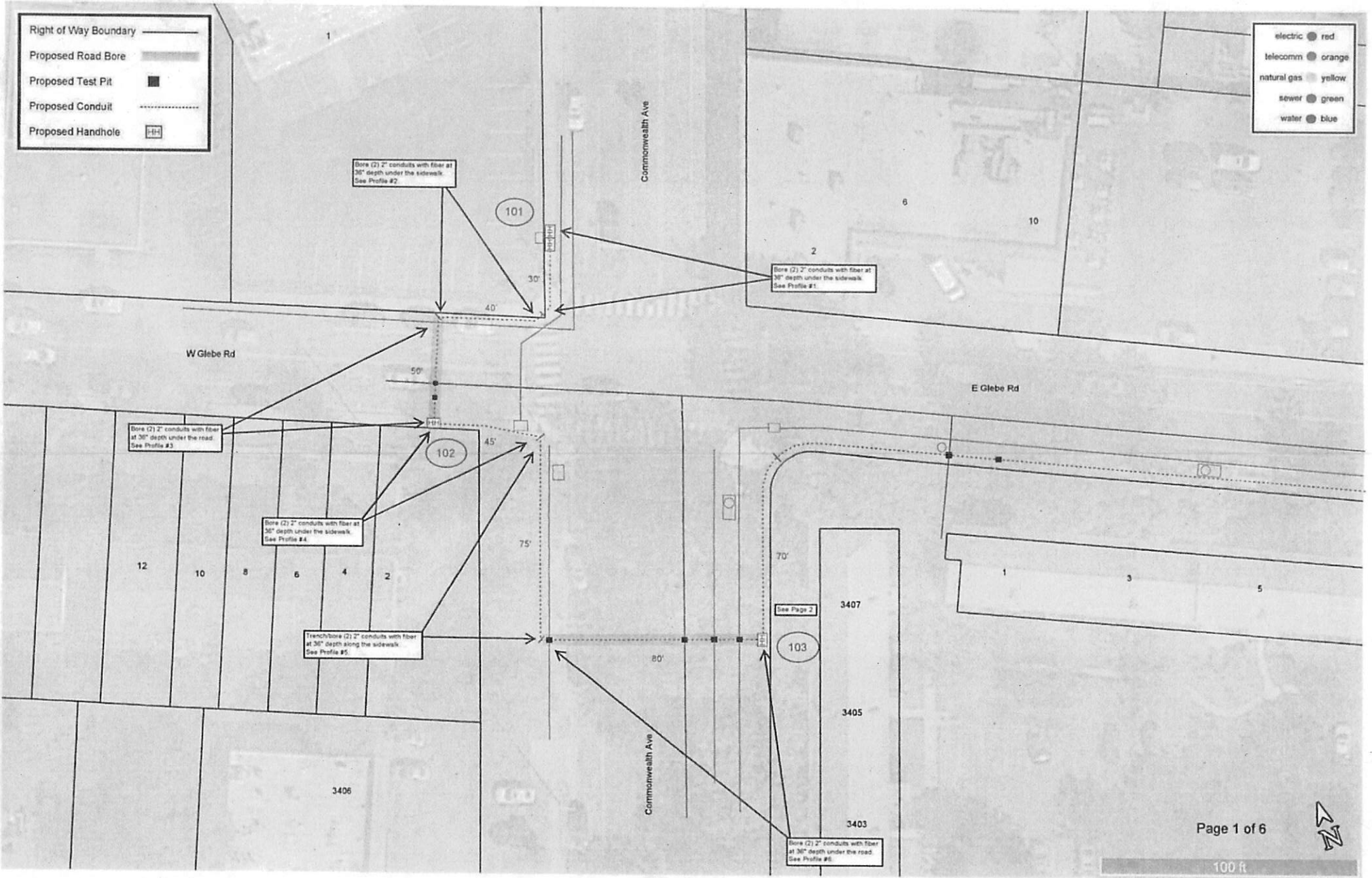
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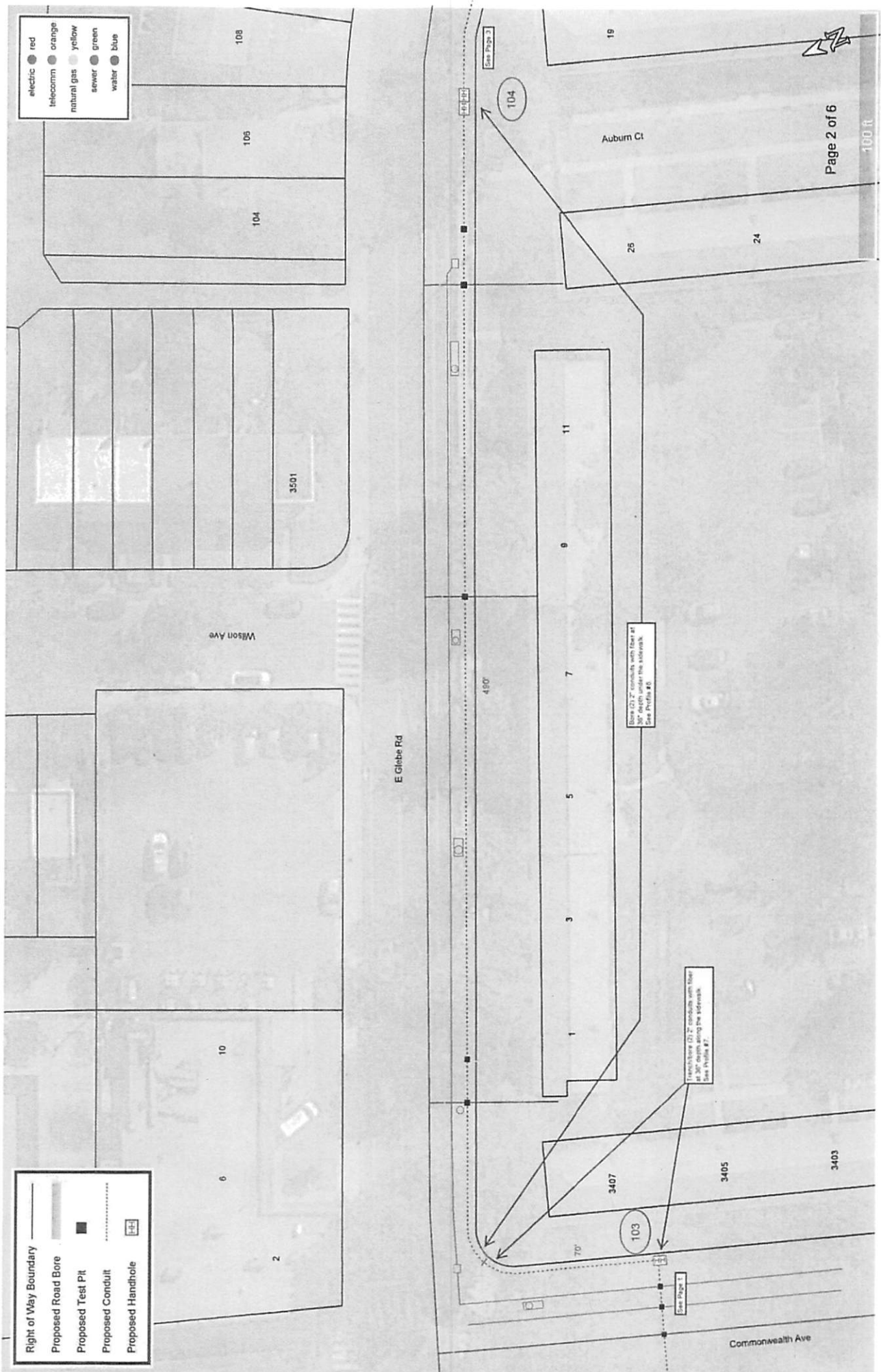
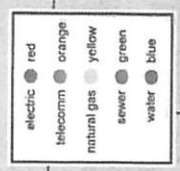
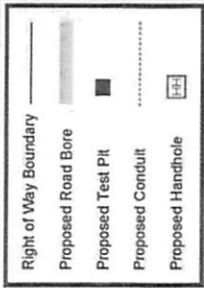
Approved as to form:

A handwritten signature in black ink, appearing to read "Karen S. Snow", written over a horizontal line.

**Karen S. Snow
Senior Assistant City Attorney**

Attachments: Maps





Show (2) 2" conduits with fiber at
 30" depth under the sidewalk
 See Profile #1

Trench two (2) 2" conduits with fiber
 at 30" depth along the sidewalk
 See Profile #2

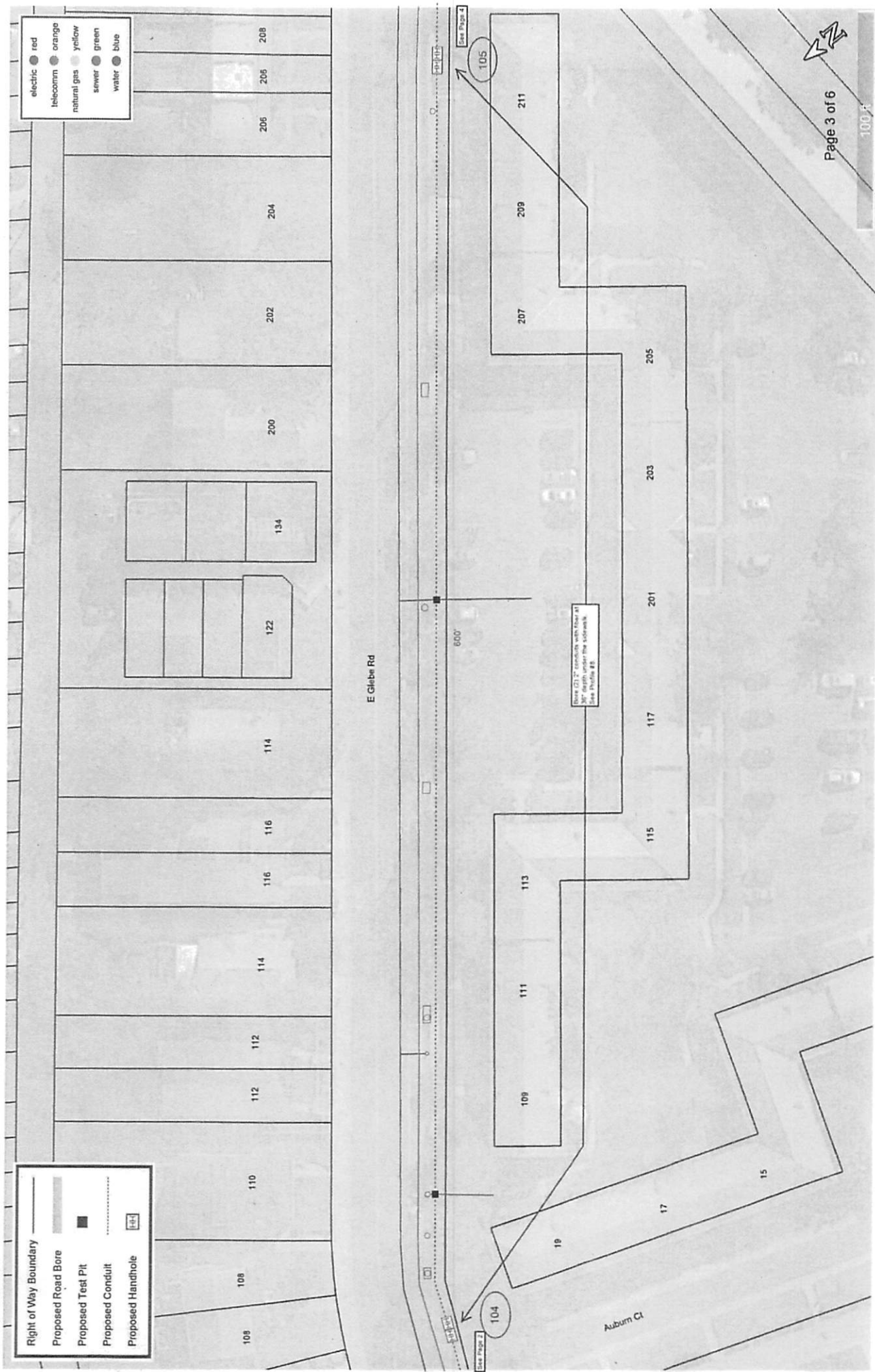
See Page 1

See Page 3



| | |
|-------------|--------|
| electric | red |
| telecomm | orange |
| natural gas | yellow |
| sewer | green |
| water | blue |

| | |
|-----------------------|--|
| Right of Way Boundary | |
| Proposed Road Bore | |
| Proposed Test Pit | |
| Proposed Conduit | |
| Proposed Handhole | |



Right of Way Boundary ———
 Proposed Road Bore ———
 Proposed Test Pit ■
 Proposed Conduit
 Proposed Handhole [H]

electric ● red
 telecom ● orange
 natural gas ● yellow
 sewer ● green
 water ● blue



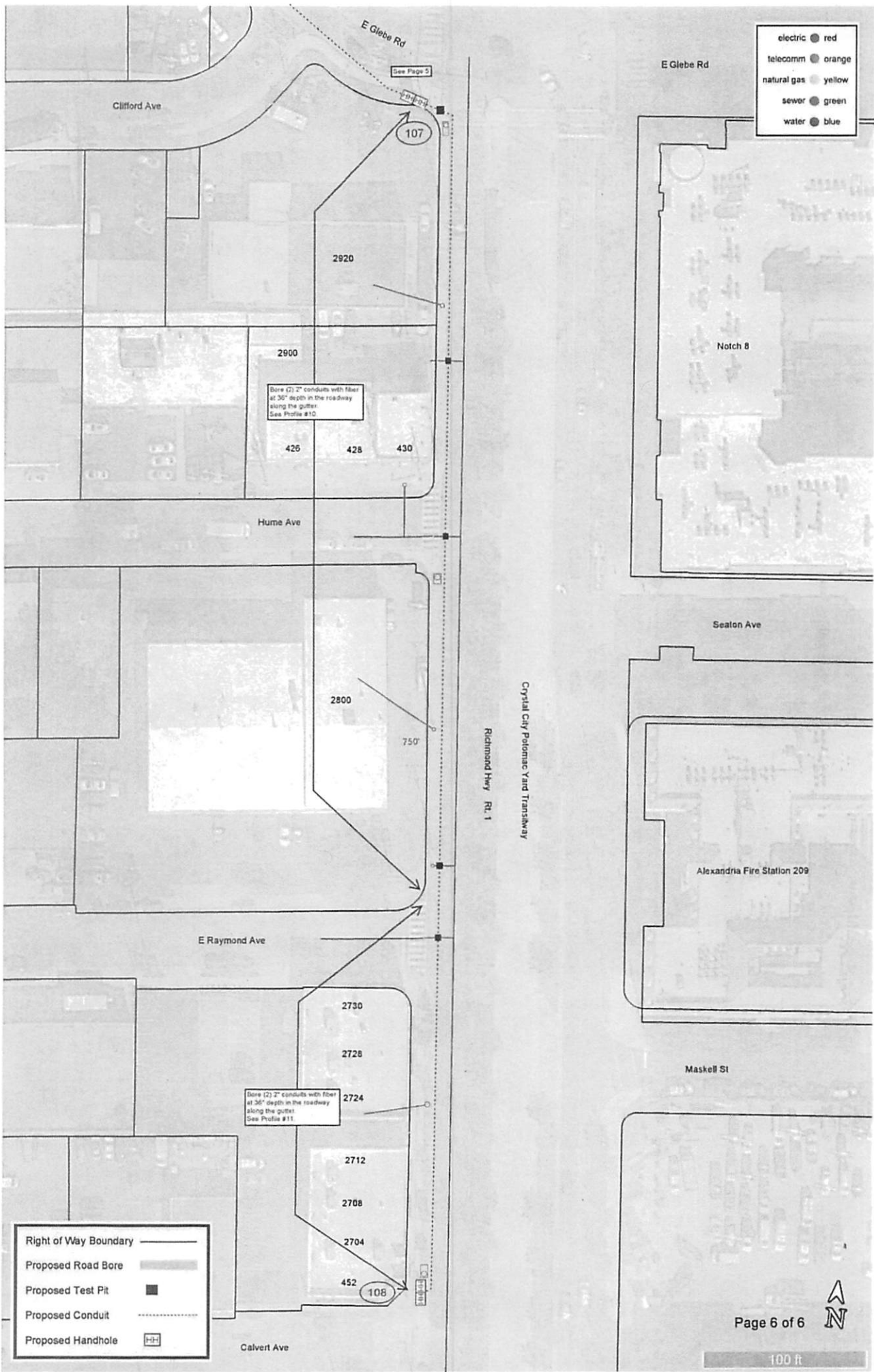
| | |
|-----------------------|---|
| Right of Way Boundary | — |
| Proposed Road Bore | ▬ |
| Proposed Test Pit | ■ |
| Proposed Conduit | ⋯ |
| Proposed Handhole | ⊠ |

| | | |
|-------------|---|--------|
| electric | ● | red |
| telecomm | ● | orange |
| natural gas | ● | yellow |
| sewer | ● | green |
| water | ● | blue |



See Page 4

See Page 6



| | | |
|-------------|---|--------|
| electric | ● | red |
| telecomm | ● | orange |
| natural gas | ● | yellow |
| sewer | ● | green |
| water | ● | blue |

| | |
|-----------------------|---|
| Right of Way Boundary | — |
| Proposed Road Bore | ▬ |
| Proposed Test Pit | ■ |
| Proposed Conduit | ⋯ |
| Proposed Handhole | ⊕ |

