

**CITY OF ALEXANDRIA USE OF PUBLIC RIGHT-OF-WAY LICENSE AND  
RENEWAL AGREEMENT  
ACKNOWLEDGEMENT OF ASSIGNMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF ALEXANDRIA, VIRGINIA, a Virginia municipal corporation (“City” or “Licensor”) and the UNITED STATES OF AMERICA (“Government” or “Licensee”).

WHEREAS the Government is the successor-in-interest and sole operator of a telecommunication system previously installed under a License Agreement between the City and Qwest Government Services, Inc., which expired on December 31, 2015, and

WHEREAS, Licensor is willing to permit Licensee to occupy its Public Ways in accordance with the terms and conditions set forth below; and

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) “Agreement” shall mean this Use of Public Right-of-Way and Renewal Agreement.

(b) “Construction” shall mean the installation, construction, material alteration, and material expansion of any Facilities within a Public Way.

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

(d) “Facilities” shall mean any and all fiber optic cables, conduit, access manholes, pedestals, boxes and other similar equipment and devices in the City owned by

Licensee for use in connection with a Department of the Army establishment known as the “Army Transport Program,” and comprising a portion of the “Eastern Route” or the “Western Route,” as such routes are described on Exhibit A.

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

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

(g) "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.

(h) "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.

(i) “Work” shall mean all Construction, Maintenance, or Removal activity performed by or on behalf of Licensee pursuant to a specific permit issued by the City.

Section 1. In consideration of the terms hereof, the City grants to Licensee, for the term of five (5) years and subject to the conditions and limitations described herein, a nonexclusive license to use those Public Ways shown on Schedule A, which is attached and incorporated by reference. Nothing in this Agreement shall affect the right of the City to permit other Persons to use the Public Ways. The purpose of this grant is to allow Licensee

to perform Construction, Maintenance and Removal of its Facilities in accordance with the terms of this Agreement and applicable laws and regulations.

Section 2. (a) Licensee is authorized to use those Facilities that are already in existence. If the Licensee proposes to construct additional Facilities within the right of way, such shall be located underground. Prior to any Construction, Maintenance, or Removal of existing or new Facilities, Licensee shall obtain all permits required by the City for such activities under its standard permitting requirements.

(b) In the event of any use by Licensee of any portion of the Public Ways 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.

Section 3. (a) Licensee agrees to relocate, at its own expense, within sixty (60) days of written notification from the City, all Facilities which, in the reasonable discretion of the City, interfere, disturb, or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys, rights-of-way, public grounds, storm drainage systems, sewer systems, water mains. or other public facilities. Any relocation of Facilities shall be subject to all the provisions, terms and conditions of this Agreement, and to all applicable laws and regulations.

(b) Licensee shall relocate the Facilities using like construction standards, methods, and materials, or better, if technological advances warrant such, to such places designated by the City. The City shall use reasonable good faith efforts to designate

locations for any relocated Facilities that will permit Licensee to continue to serve its existing customers.

Section 4. In the event Licensee permits any unaffiliated third party telecommunications provider to connect Access Lines, as defined in § 56-468.1A of the Code of Virginia, to Licensee's facilities located in the City's rights-of-way for the purpose of providing telecommunications service, whether by capacity agreement, joint use agreement, common use agreement or any other method whatsoever, Licensee shall notify the City as soon as reasonably practical of the date on which and the party to which such permission was given in such manner so as to enable City to assess such third party with access fees to which City may be entitled. In the event Licensee rents or leases its Access Lines to a third party user and fails to notify City to the end that City is unable to collect access fees to which it is otherwise entitled, Licensee will be responsible for payment to the City of the Public Right-of-Way Use Fee (as defined in § 56-468.1 of the Code of Virginia) on such rented or leased Access Lines.

Section 5. (a) If Licensee shall, in the Construction, Maintenance, or Removal of its Facilities, damage any pavement, street, alley, sidewalk, sewer, water or other pipe, or other public property (collectively, Public Facilities) belonging to the City, Licensee shall promptly repair the same at its own cost and expense. Licensee shall immediately notify the Director and the appropriate public safety agency (e.g., fire department) of any damage or injury to any Public Facilities caused by work authorized pursuant to the License.

(b) If Licensee shall default in this obligation, the City may cure such default and shall charge the work to the Licensee in accordance with the City's then-current standard rates for such work. The Licensee's liability under this clause may not exceed appropriations

available for such payment and nothing contained in this Agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the City may have to make a claim under applicable laws for any other damages than provided herein. However, prior to performing any such work the City will give Licensee written notice of the default and a period of thirty (30) days after receipt of such notice within which to cure the default. The City shall extend the thirty-day period for a reasonable time if such default cannot reasonably be cured within such period and Licensee has commenced and is diligently pursuing such cure. If Licensee does not so cure the default, the City will provide Licensee with a written notice advising Licensee of the expiration date of the cure period and stating the date (which date shall be no less than five (5) business days after Licensee's receipt of such notice) on which the City intends to commence the work on Licensee's behalf.

(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. In performing such repaving or resurfacing, Licensee shall comply with the following:

1. Licensee shall have no more than 2000 linear feet of scheduled construction work that is not completed at any one time.
2. Licensee shall provide a spreadsheet to staff of the Department of Transportation and Environmental Services ("T&ES") no less than once a month that provides information on all outstanding work that has not been finalized and signed off by a City inspector. The spreadsheet shall include

but is not limited to: (i) identification of the location of the work; (ii) City permit number with expiration date; and (iii) type of restoration need (ie, asphalt, concrete, brick, landscaping).

3. Licensee shall apply for an individual permit for each emergency cut within 24 hours of the work starting and shall call the T&ES Permit Center for a control number before starting any emergency work.

4. Temporary restoration shall not remain in place for longer than one (1) month unless such temporary restoration has been approved in writing by the Director or her designee. The Licensee shall be responsible of creating and maintaining the temporary restoration in a smooth and safe travel surface. If the temporary restoration deteriorates in the discretion of the Director or her designee, Licensee shall restore within 24 hours.

5. All temporary asphalt restoration shall have a square cap identifying the company name and the month and year that the work was completed. The color of the cap shall conform to the American Public Works Association's Uniform Color Code.

6. All permanent asphalt restoration shall have a circular cap identifying the company name and the month and year that the work was completed. The color of the cap shall conform to the American Public Works Association's Uniform Color Code.

(d) Notwithstanding the requirements of Section 5(b), if Licensee's failure to meet its obligations under Section 5(a), in the opinion of the City, threatens the public health or safety, the City shall make a reasonable effort to provide Licensee with telephonic notice

and an opportunity to immediately cure such default. If the City is unable to reasonably provide such notice or Licensee fails to immediately cure the default, the City may commence the cure on Licensee's behalf. In any event, the City shall immediately thereafter provide Licensee with written notice of City's performance of such emergency work.

(e) Prior to commencing work in any Public Way , Licensee shall exercise reasonable judgment in order to avoid any inconvenience to the general public or the City's work forces. Licensee shall not impede the flow of traffic to any greater extent than is reasonably necessary in performing any Construction, Maintenance, or Removal. Licensee shall strictly abide by the permit or approval requirements, including those requirements relating to time limitations. Licensee is bound by all applicable lawfully enacted police power measures now or in the future adopted by the City, in addition to the terms of this Agreement.

Section 6. (a) To the extent permitted by law and regulation, the Government will cooperate and coordinate with Licensor in the performance of any Work. The Government will ensure that the Government's contractors comply with the insurance requirements set forth in Section 7, and provide any bonds or sureties required by the terms of any City permit or applicable City policy or regulation . All contractors performing such Work must be otherwise licensed, qualified, and reputable. In the event that a contractor does not meet the aforesaid requirements, upon ten (10) days' notice, Licensor shall have the right to terminate this Agreement.

(b) The Government shall perform and complete (or cause to be performed and completed) all Work in a safe and workmanlike manner.

(c) Subject to the doctrine of sovereign immunity and federal supremacy, the Government shall perform (or cause to be performed) all Work in a manner that complies with required permits, approved plans and all other applicable laws, rules, orders, regulations and ordinances, including in compliance with any rules, regulations and requirements that Licensor may establish from time-to-time.

The Government shall use the Public Ways in such a manner as shall occasion the least practicable damage and inconvenience to Licensor, and the Government shall cause its contractors to take all commercially reasonable steps necessary to preserve and protect the Public Ways. All Work shall be performed in accordance with established standards and conditions.

(e) Absent Licensor's gross negligence or intentional misconduct, in no event shall Licensor be liable or responsible to the Government for any loss or damage or expense which the Government may sustain or incur if the Facilities shall fail or otherwise cease operation for their intended purposes or are no longer available or suitable for the Government's requirements.

(f) Nothing in the foregoing Section shall require a violation of the Anti-Deficiency Act, 31 U.S.C. 1341(a)(1)(A), or any other law or regulation relating to appropriated funds of the United States.

Section 7. Licensee's contractors shall obtain and maintain throughout the period of any Work performed for Licensee under the authority of this Agreement the following insurance coverage:

(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.

Section 8. This Agreement, with the rights and privileges granted herein, shall be subject to cancellation or termination by mutual agreement of the parties, or in the event the Licensee abandons the use of the Public Ways for the purposes granted, or in the event the Licensee acquires title or other necessary interest in the Public Ways occupied by the Facilities. In the case of cancellation by mutual agreement of the parties, cancellation may be effected by either party hereto upon thirty (30) days written notice to the other; and upon expiration of the said thirty (30) days after service of such notice, this Agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and terminate. If Licensee does not comply with the terms of this Agreement within thirty (30) days after receipt of written notice of such non-compliance from the City, the City, at its option, may terminate the License. However, such thirty-day period will be extended for an additional period of time as is reasonable under the circumstances if Licensee's non-compliance cannot reasonably be cured within the thirty-

day period and if Licensee has commenced a cure within such period and continues to diligently pursue such cure.

Section 9. This Agreement is not otherwise assignable or transferable to a non-governmental entity without the express written permission of the City. Any successor(s) or assignees in whole or in part of Licensee shall be bound by all of the terms and conditions of this Agreement and shall be subject to all provisions, obligations, stipulations and penalties here prescribed.

Section 10. The rights, privileges and duties here granted shall continue for five (5) years after the Effective Date. The “Effective Date” shall be the date of the City Council’s approval and adoption of the required ordinance approving this Agreement. Prior to the expiration of this Agreement, the parties may make a good faith effort to negotiate and enter into a new License Agreement upon reasonable terms and conditions. Unless released by the City, with the express approval of the City Council, Licensee shall remove or cause to be removed all its Facilities from the Public Ways at the sole expense of Licensee within one hundred eighty (180) days after the expiration, termination or abandonment of this Agreement, or by such reasonable later time to be prescribed by the Director. If Licensee fails to remove its facilities by the required date, the City may, in its discretion: (i) seek damages for the cost of removal; (ii) remove or cause the removal of the Facilities, whereupon Licensee shall pay to the City its reasonable costs of the removal within thirty (30) days of the City’s provision of written notice of those costs; or (iii) deem the Facilities to have been abandoned.

Section 11. This Agreement was accepted in the Commonwealth of Virginia and shall be governed by the laws thereof, unless otherwise provided by Federal law.

Section 12. Any notice to be given under this Agreement shall be mailed or delivered to the respective addressees set forth below, by registered or certified mail, if mailed, return receipt requested, with postage prepaid, or by courier service, if delivered, with signed evidence of receipt; and shall be deemed delivered when received or refused by the addressee. The parties may change these addresses by like notice.

To Licensee: U.S. Army Corps of Engineers  
Attention: Chief, Real Estate  
2 Hopkins Plaza  
Baltimore, Maryland 21201

To Licensor: Director  
Department of Transportation and Environmental Services  
301 King Street  
Suite 4100  
Alexandria, Virginia 22314

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

Section 13. Notwithstanding the foregoing, the parties and each of them shall be excused from performing hereunder so long as performance is prevented or delayed by *Force Majeure*.

Section 14. (a) As compensation for this license, Licensee shall pay to Licensor, for each of the five years of this Agreement, a license fee of \$3.50 per annum per linear foot of Licensee's Facilities installed in the Public Ways (the "Annual License Fee"). The Government shall pay the Annual License Fee in quarterly incremental payments, each equivalent to one-fourth of the then-current amount of the Annual License Fee. The Government shall make each such quarterly payment in arrears on or about the first day (but

no later than the 15<sup>th</sup> day) at the end of each quarter, except that the first quarterly shall be due on the first day of the first calendar month of the first calendar quarter beginning after the Effective Date .

(b) 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 (linear footage) and the calculation that derives the payment from that basis.

(c) 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 Agreement 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.

(d) The Annual License Fee shall be paid in addition to, not instead of, any other amounts Licensee is required to pay Licensor by contract.

(e) On or before the thirtieth day after each anniversary of the Effective Date, Licensee shall furnish Licensor with a statement, executed by an authorized officer of Licensee or his or her designee, certifying that the total Annual License Fee paid by Licensee for the immediately preceding year was the correct amount required under this agreement.

Section 15. The Licensee's liability under this Agreement may not exceed appropriations available for such payment and nothing contained in this Agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the City may have to make a claim under applicable laws for any other damages than provided herein.

Section 16. (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.

Section 17. (a) Except as otherwise provided in this Agreement, 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.

Section 18. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement

CITY OF ALEXANDRIA, a municipal  
Corporation of Virginia

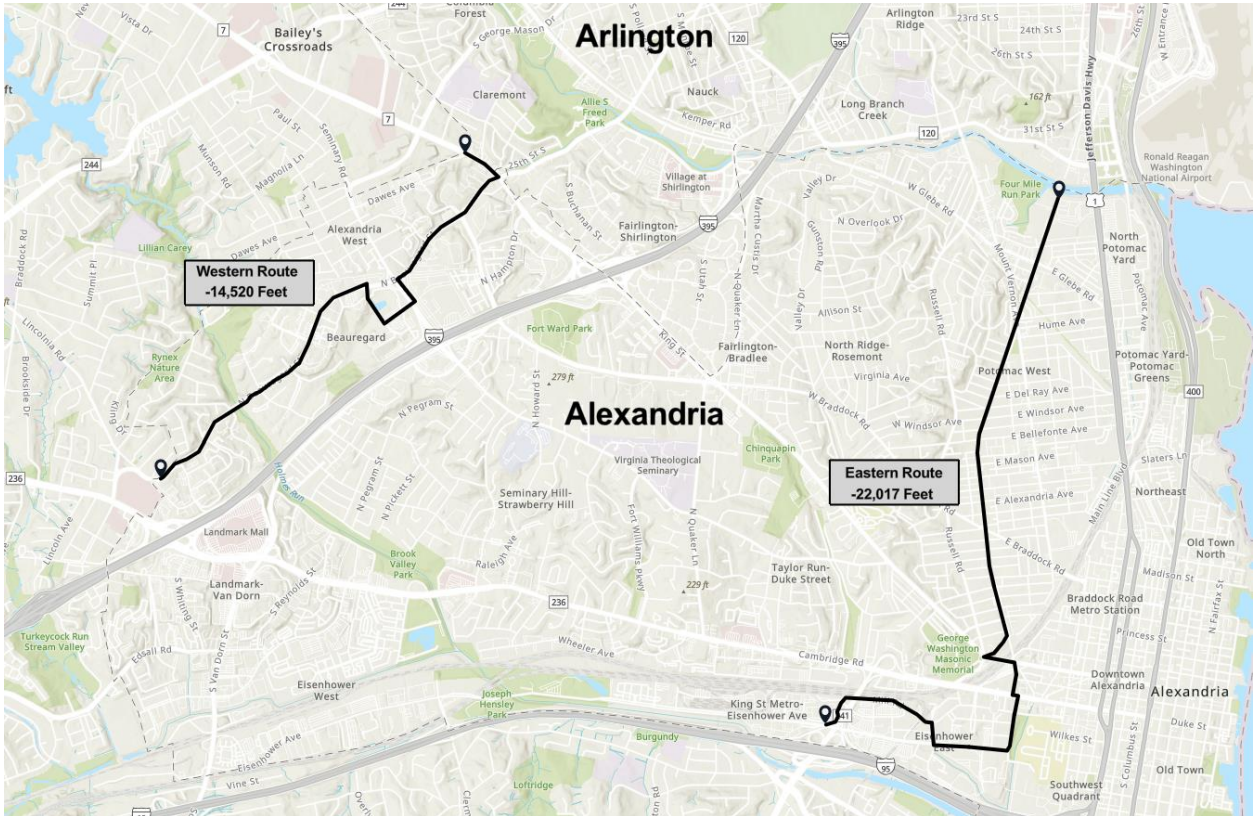
UNITED STATES OF AMERICA

By: \_\_\_\_\_  
James F. Parajon  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Real Estate Contracting Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



“The Eastern Route” means an existing Conduit Bank Consisting of two (2) Individual Conduits approximately 22,017 feet in length and located along Commonwealth Avenue, continuing to East Braddock Road to King Street, continuing to Daingerfield to Diagonal Road to Reinekers Lane continuing to Holland Lane to Eisenhower Avenue to the intersection with Mill Road.

“The Western Route” means an existing Conduit Bank consisting of two (2) Individual Conduits approximately 14,520 feet in length and located along King Street to North Beauregard Street to Seminary Road.