



1 This liability insurance policy shall identify the City of Alexandria and Tenant as named insureds  
2 and shall provide for the indemnification of the City of Alexandria and Tenant against all claims,  
3 demands, suits, etc., and all costs related thereto, including attorney fees, relating to any bodily  
4 injury or property damage which may occur as a result of the granting of this encroachment.  
5 Evidence of the policy and any renewal thereof shall be filed with the city attorney's office. Any  
6 other provision herein to the contrary notwithstanding, in the event this policy of insurance  
7 lapses, is canceled, is not renewed or otherwise ceases to be in force and effect, the authorization  
8 herein granted to establish and maintain the encroachment shall, at the option of the City,  
9 forthwith and without notice or demand by the City, terminate. In that event, Tenant shall, upon  
10 notice from the City, remove the encroachment from the public right-of-way, or the City, at its  
11 option, may remove the encroachment at the expense and risk of Tenant. Nothing in this section  
12 shall relieve Tenant of their obligations and undertakings required under this ordinance.  
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14 Section 3. That the authorization hereby granted to establish and maintain said  
15 encroachment shall in addition be subject to and conditioned upon the following terms:  
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- 17 (a) Neither the City of Alexandria nor any public or private utility company shall be  
18 responsible for damage to Tenant's property encroaching into the public right-of-  
19 way during repair, maintenance or replacement of the public right-of-way or any  
20 public facilities or utilities in the area of encroachment.  
21
- 22 (b) The Tenant shall be responsible for replacement and repairs to the adjacent City  
23 right-of-way, including any areas damaged during construction activity.  
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25 Section 4. That by accepting the authorization hereby granted to establish and  
26 maintain the encroachment and by so establishing and/or maintaining the encroachment, Tenant  
27 shall be deemed to have promised and agreed to save harmless the City of Alexandria from any  
28 and all liability (including attorneys' fees and litigation expenses) arising by reason of the  
29 establishment, construction, placement, existence, use or maintenance of the encroachment.  
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31 Section 5. That the authorization herein granted to establish and maintain the  
32 encroachment shall be subject to Tenant maintaining the area of the encroachment at all times  
33 unobstructed and free from accumulation of litter, snow, ice and other potentially dangerous  
34 matter.  
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36 Section 6. That nothing in this ordinance is intended to constitute, or shall be  
37 deemed to be, a waiver of sovereign immunity by or on behalf of the City of Alexandria or any  
38 of its officers or employees.  
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40 Section 7. That the authorization herein granted to establish and maintain the  
41 encroachment shall be terminated whenever the City of Alexandria desires to use the affected  
42 public right-of-way for any purpose whatsoever and, by written notification, demands from  
43 Tenant the removal of the encroachment. Said removal shall be completed within 60 days or by  
44 the date specified in the notice and shall be accomplished by Tenant without cost to the City. If  
45 Tenant cannot be found, or shall fail or neglect to remove the encroachment within the time  
46 specified, the City shall have the right to remove the encroachment, at the expense of Tenant,

1 and shall not be liable to Tenant for any loss or damage to the structure of the encroachment or  
2 personal property within the encroachment area, caused by the removal.

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4 Section 8. The terms "Tenant" shall be deemed to include its successors in interest,  
5 if any.

6  
7 Section 9. That this ordinance shall be effective upon the date and at the time of its  
8 final passage.

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10  
11 WILLIAM D. EUILLE  
12 Mayor

13  
14 Attachment: Encroachment plat

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16 Introduction:  
17 First Reading:  
18 Publication:  
19 Public Hearing:  
20 Second Reading:  
21 Final Passage:  
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