

LICENSE AGREEMENT

CITY OF ALEXANDRIA
COX VIRGINIA TELCOM, LLC

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LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 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 April 1, 2019 through March 31, 2024. 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, 2020, (ii) April of each subsequent year during the term of this Agreement, and (iii) March 31, 2024, 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 Licensors, or any such longer time as reasonably requested by the Licensee and consented to by the Licensors, any of the Facilities identified by Licensors in said written notice, whenever Licensors, 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 Licensors 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 Licensors'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 Licensors, which consent may or may not be given at the sole discretion of Licensors and may require action by the Alexandria City Council. However, Licensee may assign its rights, without the consent of the Licensors, 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 Licensors are 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 Licensors 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 Licensors' 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

To Licensor: Director Dept. 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

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 COM, LLC

By: _____
Mark B. Jinks, Jr.
City Manager

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

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)

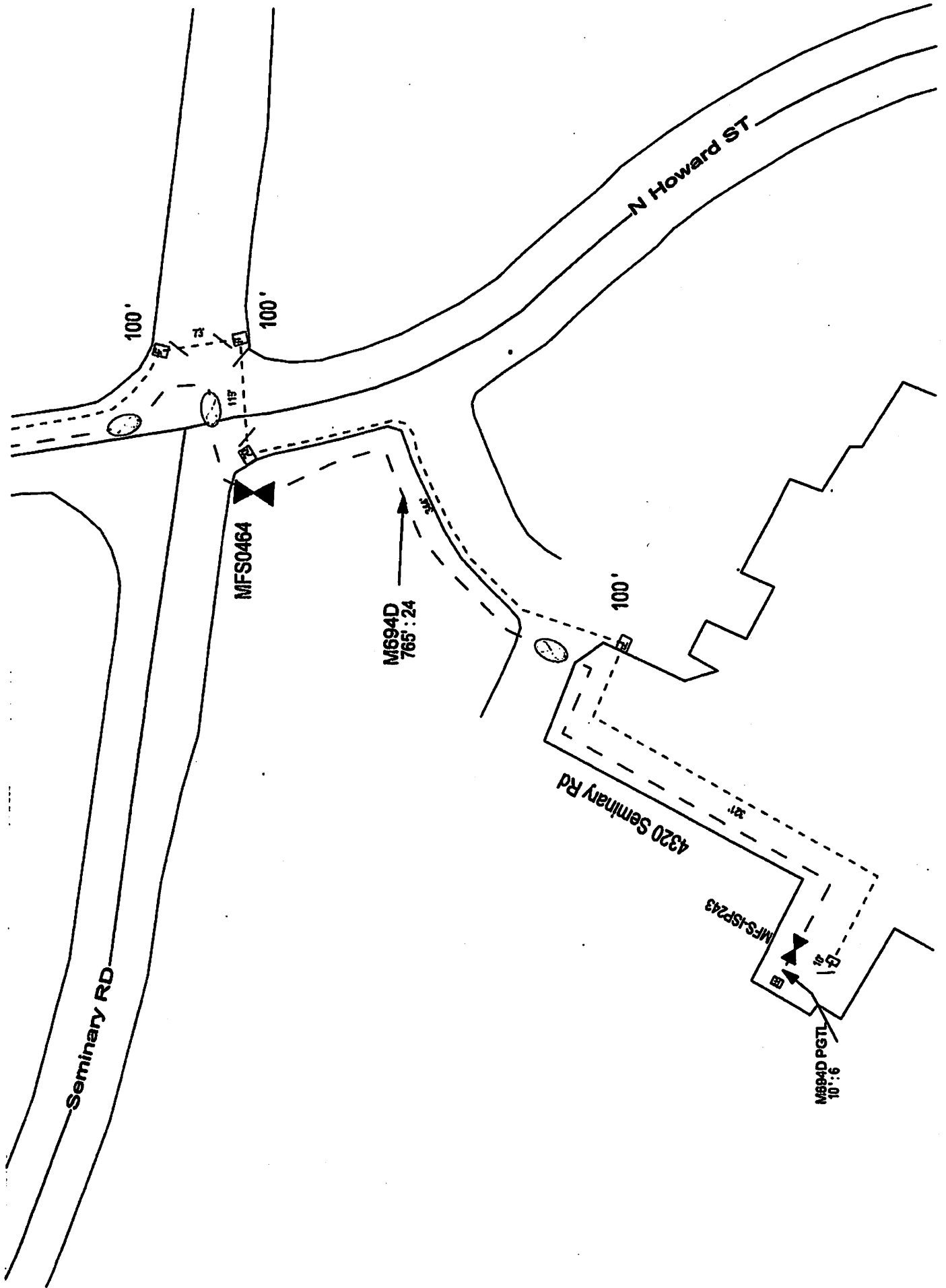
Continue heading northwest on West Braddock Road to the VDOT Rights-of-Way crossing for Interstate 395. (0.24 miles)

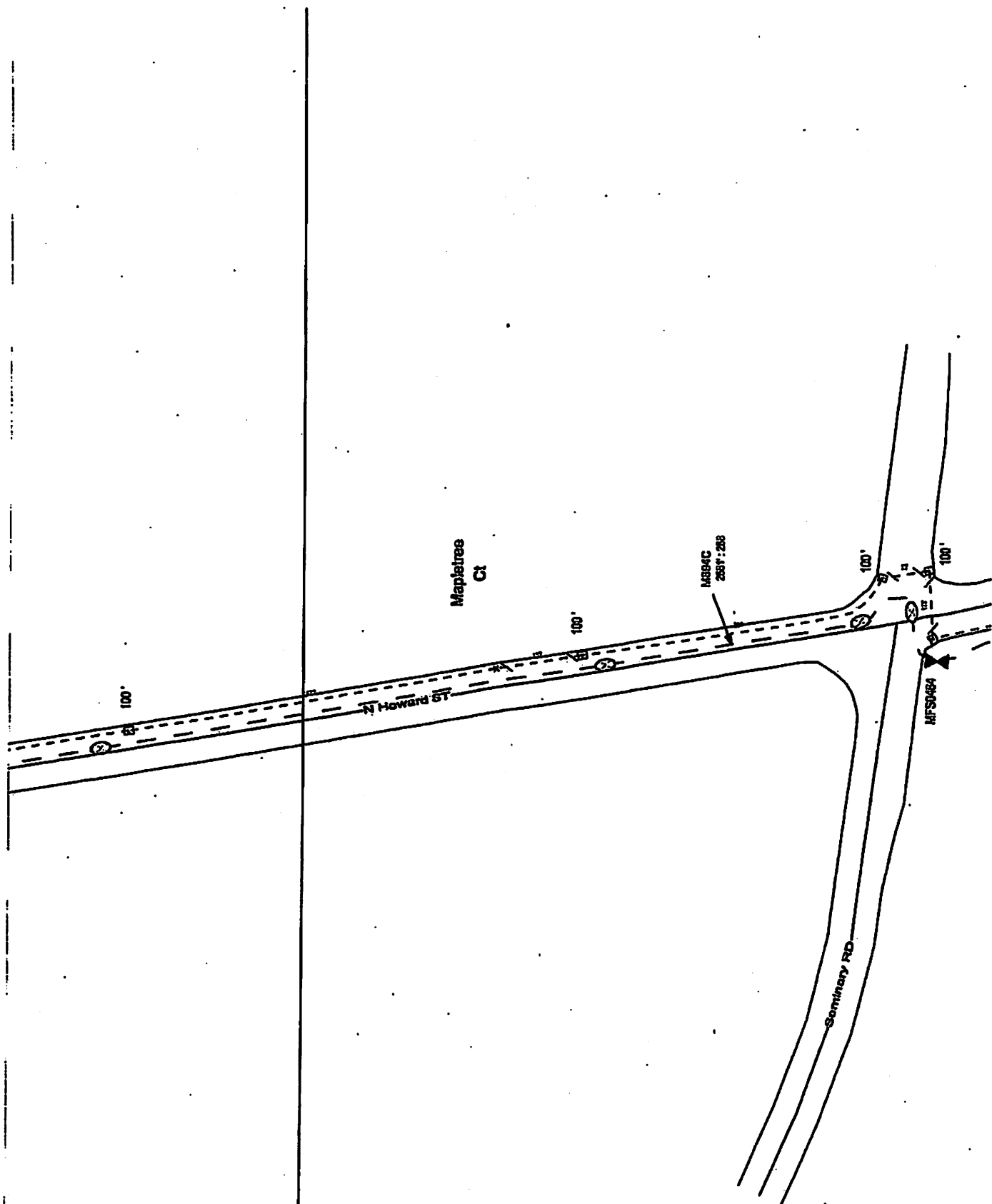
Continue from the VDOT Rights-of-Way crossing for Interstate 395 northwest on West Braddock Road to the intersection of West Braddock Road and North Beauregard Street. (0.55 miles)

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

M394C
2581:283

MFSU484

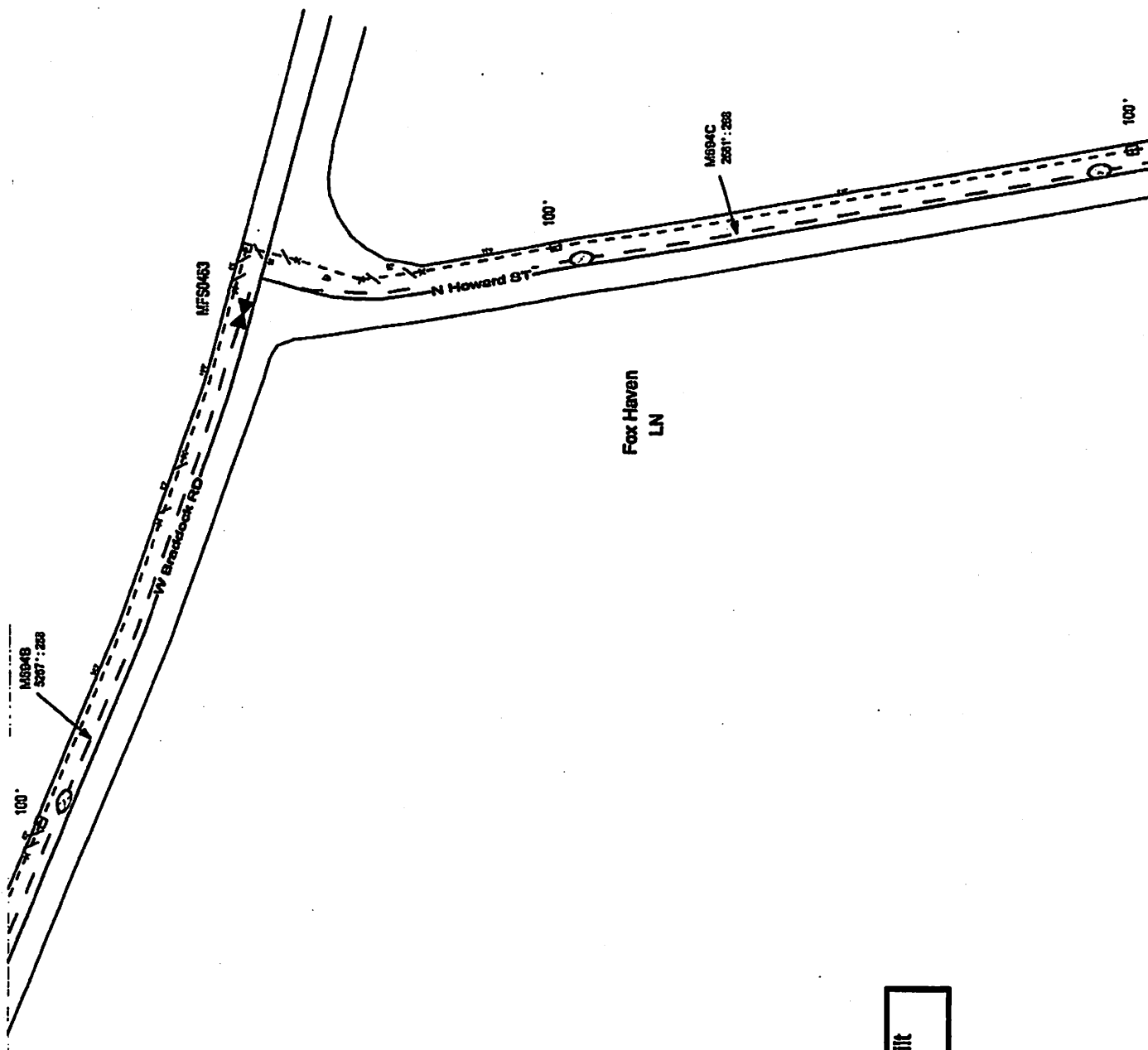
Somerville Rd

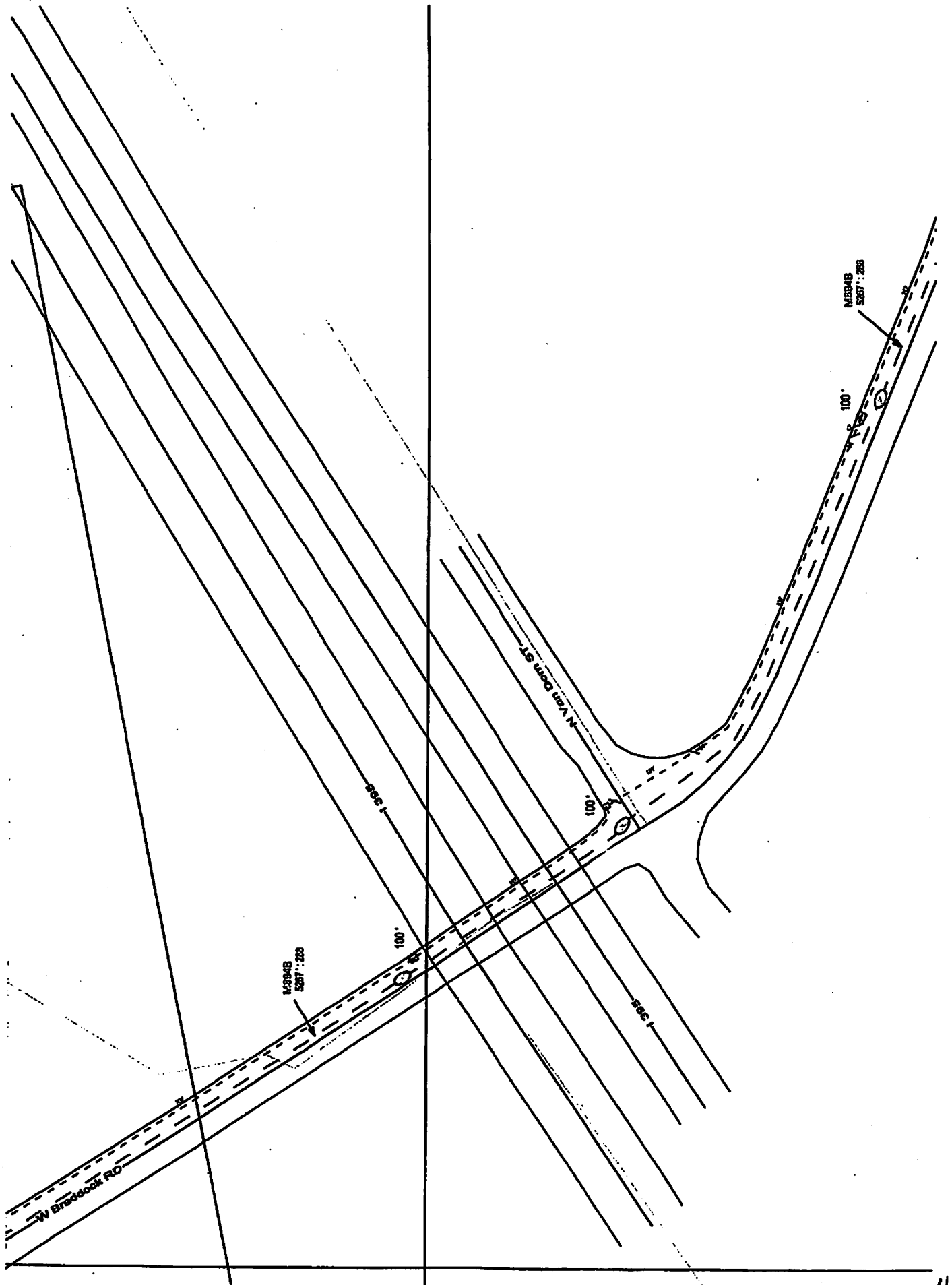
100'

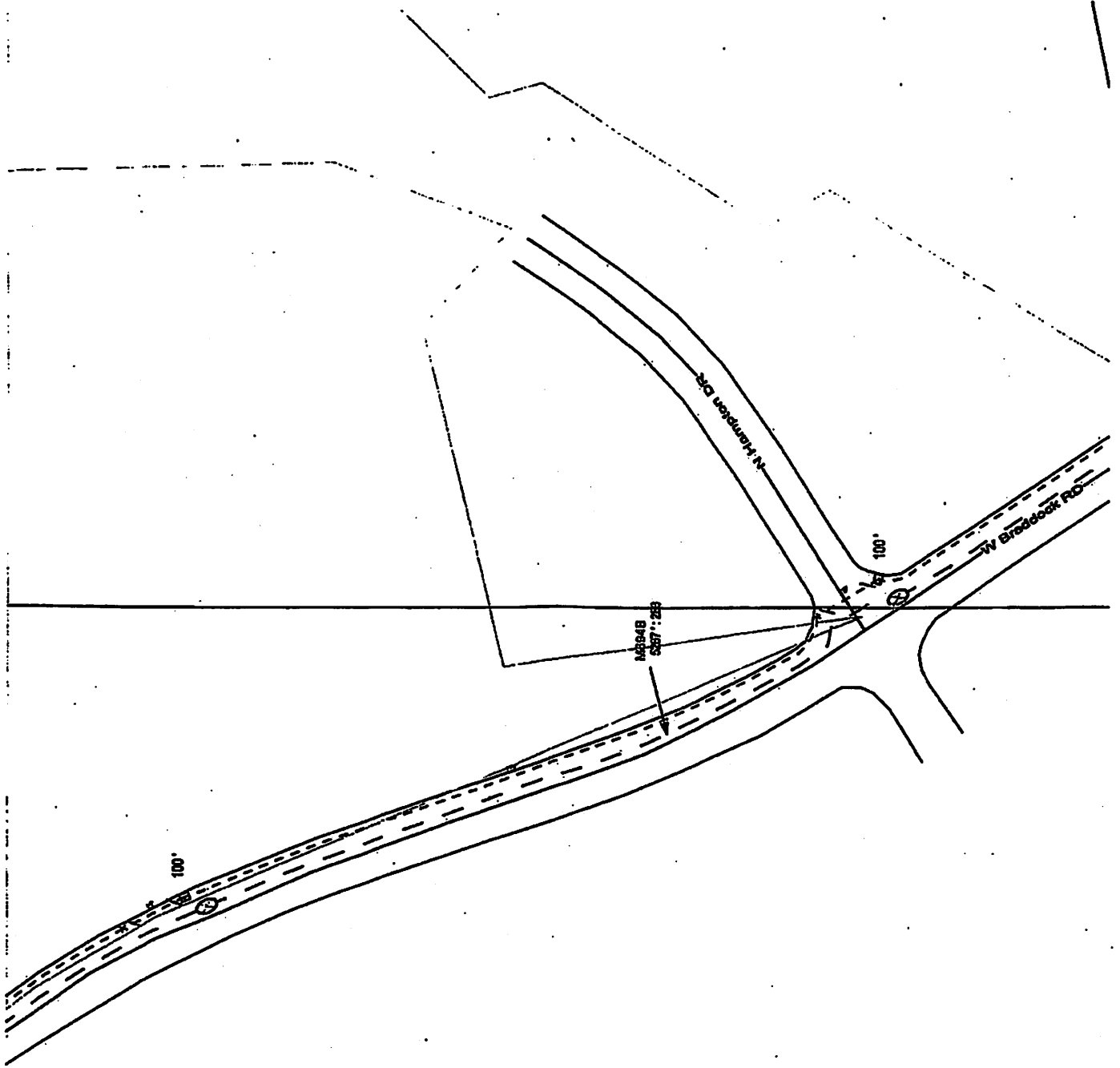
100'

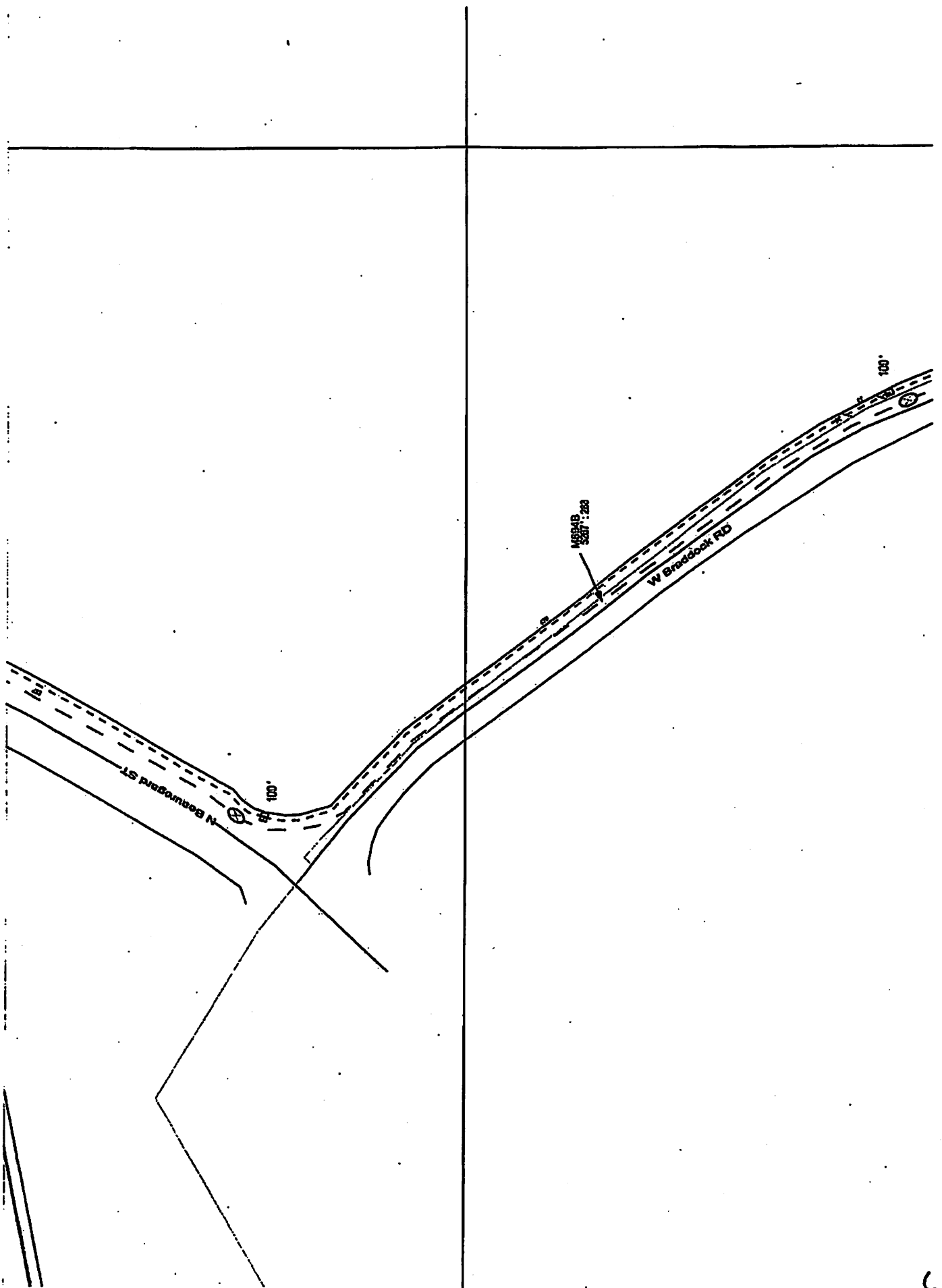
100'

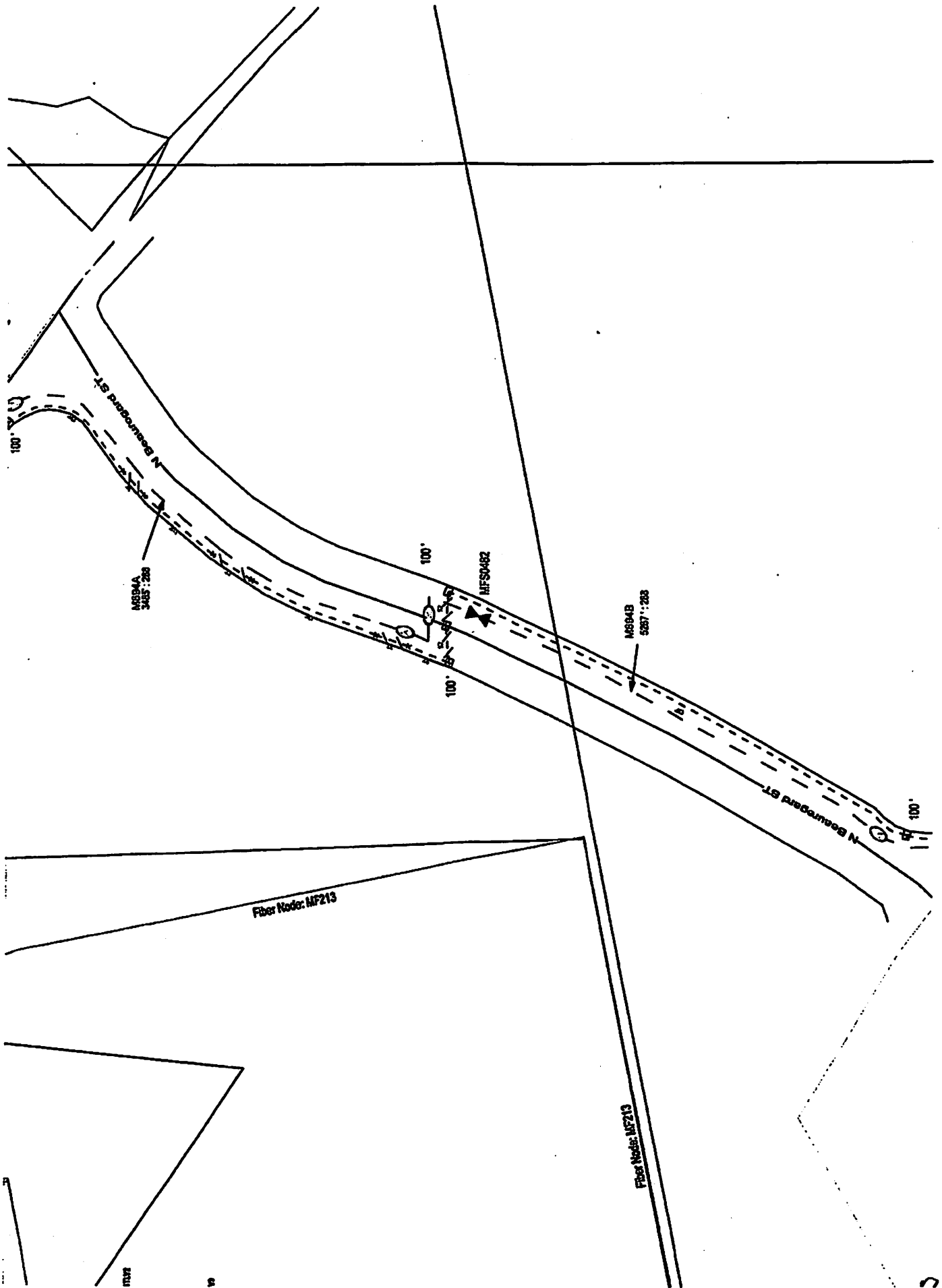
100'

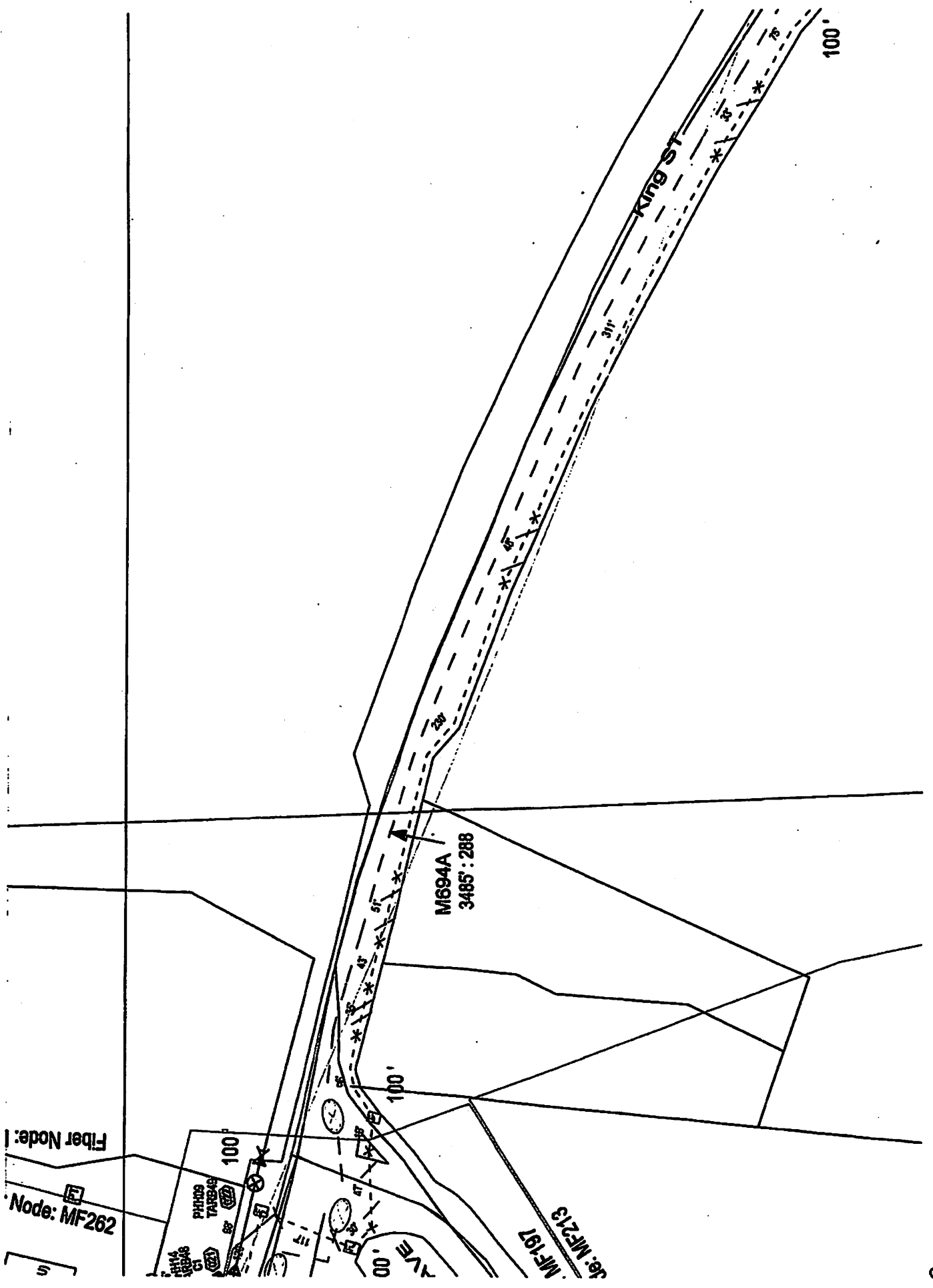












HAMPTON INN	MF-262		ANDRIA
	53.0	38.0	

MF262	
53.0	38.0
0.0	0.0
0.0	0.0
0.00	0.00
MF262A	90V
971.0	0.0

ALL LOCK BOXES RISER UP
@ 15' FOR 26 FLOORS
AND 1 BASEMENT LEVEL
STARTS IN BASEMENT @
LOC. # 581, & THEN
RISES UP FROM THERE

4800 LEESBURG PK

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

Exhibit 2

License Area

**2001 N. Beauregard Street
Alexandria, VA**



COMMUNICATIONS

Northern Virginia

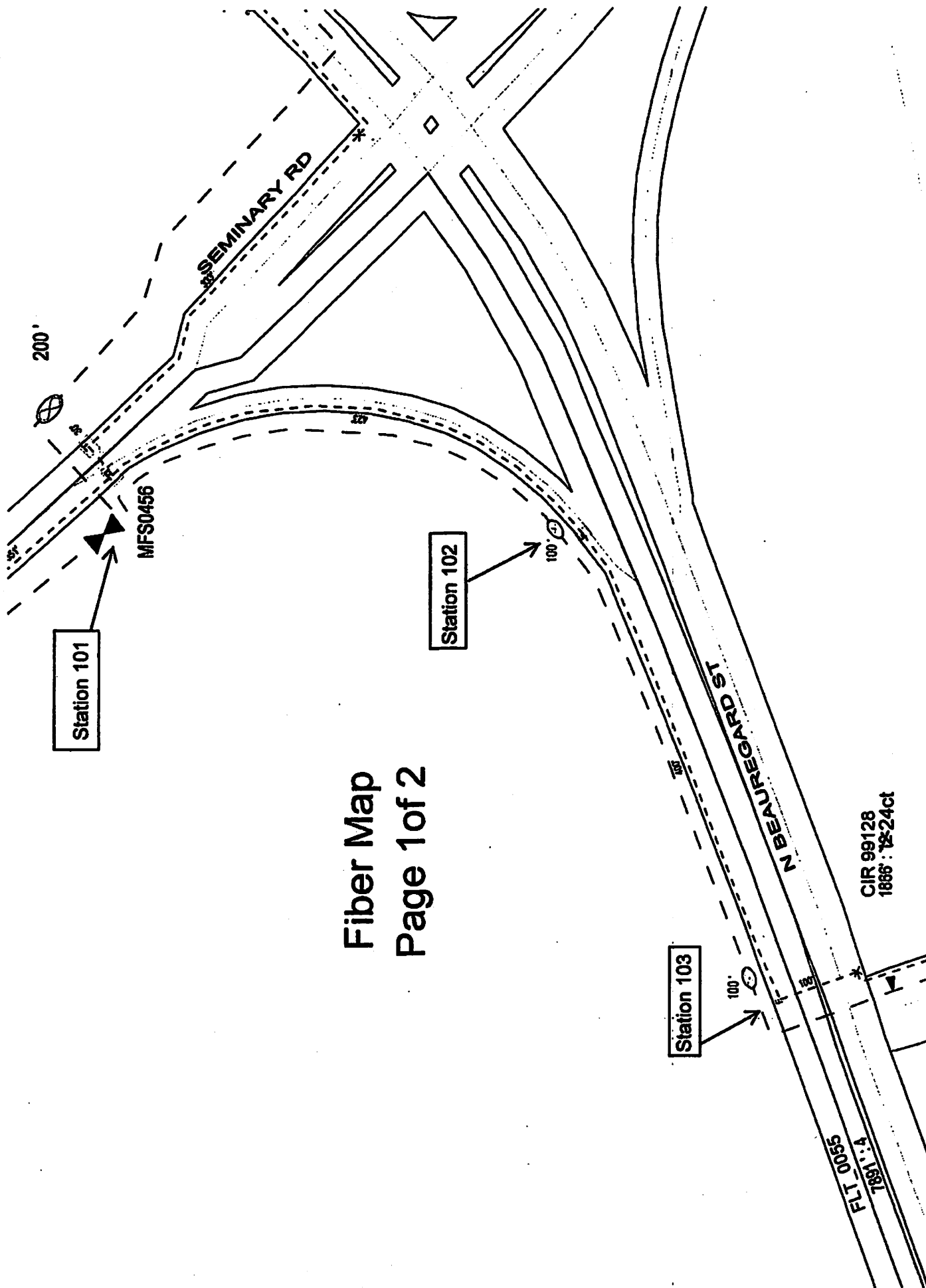
3080 Centreville Road
Herndon Va. 20171

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

[illegible]

Station 104

Station 105

CIR 99128
1868' : ~~7~~ 24ct

FLT_0055
-1991.1.4

N Highview LN

CIR 99128

2001 N Beauregard St

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

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.

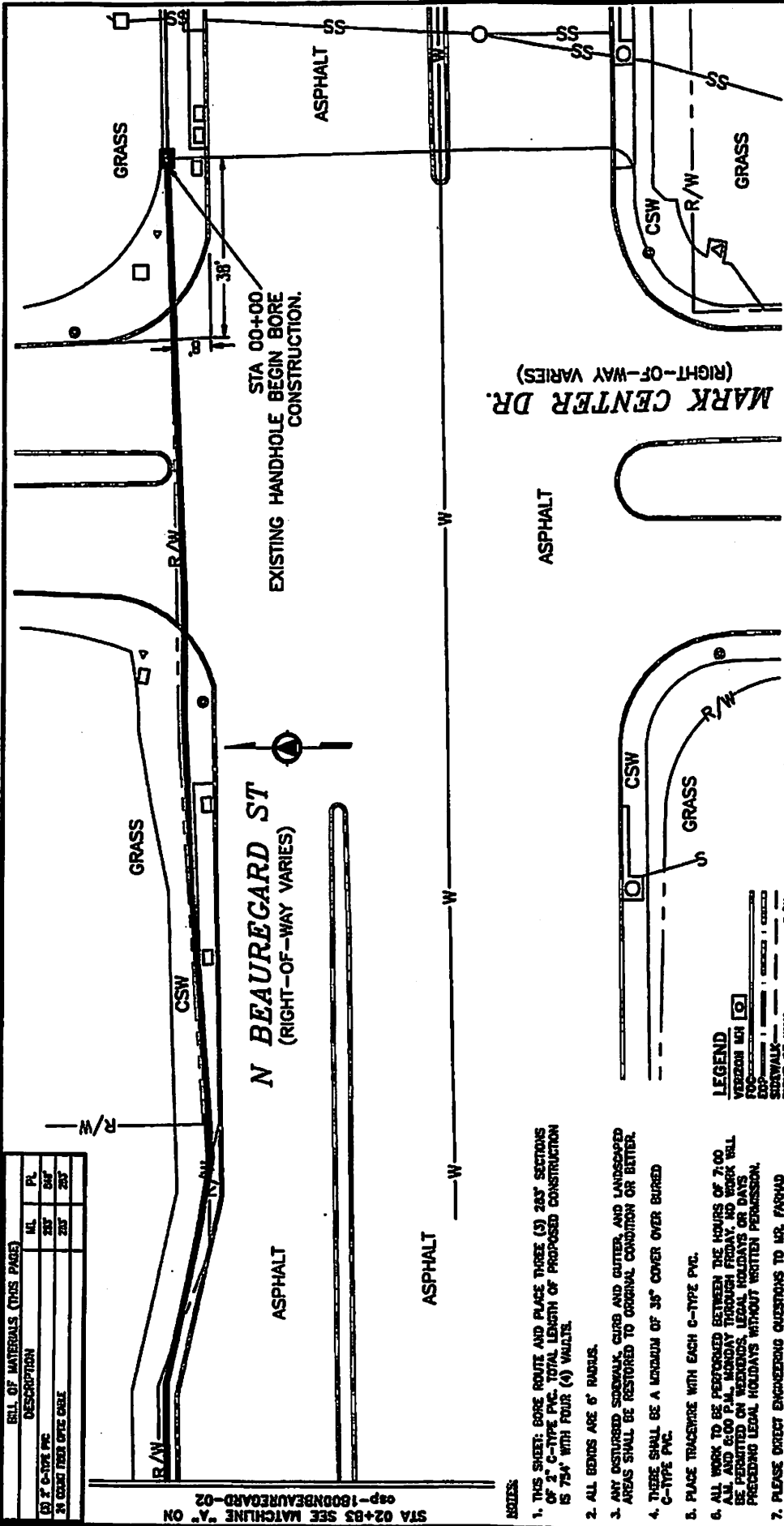
*INSTALL 3-2" CONDUIT WITH FIBER 145' UNDER ROAD. 67' UNDER CONCRETE IN FRONT OF BUS STOP. 157' IN GRASS AND INSTALL 2- 24X36 VAULT. COIL FIBER IN VAULT. INSTALL 3-2" CONDUIT WITH FIBER 360' IN GRASS AND INSTALL 2- 24X36 VAULT. COIL FIBER IN VAULT.

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)			
NO.	DESCRIPTION	ML	PL
1	2" C-TYPE PVC	283	547
2	3" C-TYPE PVC	283	287
3	4" C-TYPE PVC	283	287



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

ASPHALT

N BEAUREGARD ST
(RIGHT-OF-WAY VARIES)

ASPHALT

GRASS

GRASS

ASPHALT

LEGEND

- VERIFIED LOT []
- PROPOSED C-TYPE PVC
- EXISTING C-TYPE PVC
- EXISTING 2" C-TYPE PVC
- EXISTING 3" C-TYPE PVC
- EXISTING 4" C-TYPE PVC
- EXISTING 6" C-TYPE PVC
- EXISTING 8" C-TYPE PVC
- EXISTING 10" C-TYPE PVC
- EXISTING 12" C-TYPE PVC
- EXISTING 14" C-TYPE PVC
- EXISTING 16" C-TYPE PVC
- EXISTING 18" C-TYPE PVC
- EXISTING 20" C-TYPE PVC
- EXISTING 22" C-TYPE PVC
- EXISTING 24" C-TYPE PVC
- EXISTING 26" C-TYPE PVC
- EXISTING 28" C-TYPE PVC
- EXISTING 30" C-TYPE PVC
- EXISTING 32" C-TYPE PVC
- EXISTING 34" C-TYPE PVC
- EXISTING 36" C-TYPE PVC
- EXISTING 38" C-TYPE PVC
- EXISTING 40" C-TYPE PVC
- EXISTING 42" C-TYPE PVC
- EXISTING 44" C-TYPE PVC
- EXISTING 46" C-TYPE PVC
- EXISTING 48" C-TYPE PVC
- EXISTING 50" C-TYPE PVC
- EXISTING 52" C-TYPE PVC
- EXISTING 54" C-TYPE PVC
- EXISTING 56" C-TYPE PVC
- EXISTING 58" C-TYPE PVC
- EXISTING 60" C-TYPE PVC
- EXISTING 62" C-TYPE PVC
- EXISTING 64" C-TYPE PVC
- EXISTING 66" C-TYPE PVC
- EXISTING 68" C-TYPE PVC
- EXISTING 70" C-TYPE PVC
- EXISTING 72" C-TYPE PVC
- EXISTING 74" C-TYPE PVC
- EXISTING 76" C-TYPE PVC
- EXISTING 78" C-TYPE PVC
- EXISTING 80" C-TYPE PVC
- EXISTING 82" C-TYPE PVC
- EXISTING 84" C-TYPE PVC
- EXISTING 86" C-TYPE PVC
- EXISTING 88" C-TYPE PVC
- EXISTING 90" C-TYPE PVC
- EXISTING 92" C-TYPE PVC
- EXISTING 94" C-TYPE PVC
- EXISTING 96" C-TYPE PVC
- EXISTING 98" C-TYPE PVC
- EXISTING 100" C-TYPE PVC

- 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 BURIED C-TYPE PVC.
- PLACE TRACERIDE 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 SHALL BE PERMITTED ON WEEKENDS, LEGAL HOLIDAYS OR DAYS PRECEDING LEGAL HOLIDAYS WITHOUT WRITTEN PERMISSION.
- PLEASE DIRECT ALL CHANGING QUESTIONS TO MR. FAYARD SHAWZADEN (408) AT (202) 612-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. LMO (408) AT (202) 612-5523. JONAS@COX.COM. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL WARRINGTON (COX COMMUNICATIONS) AT (703) 480-7652.
- WORK HOURS WITHIN TOWER LANES OR ANY AREA NEAR A SCHOOL SHALL BE LIMITED TO 30 MINUTES. ANY WORK OR EQUIPMENT THAT IS PLACED IN TOWER LANE OR PARKING LANE MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.



1800 N BEAUREGARD
STATION 323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN

ENGINEERED BY
"MISS UTILITY"
1-800-257-7777
AT LARGE 48 PAGE
MAP IN EXHIBIT

DESIGNED BY
JJB
JAMES J. BROWN
CONSULTING ENGINEER

NOTICE

THIS DRAWING IS THE PROPERTY OF COX COMMUNICATIONS. IT IS TO BE USED ONLY FOR THE PROJECT AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN CONSENT OF COX COMMUNICATIONS.

ALEXANDRIA DRAFTING COMPANY
FALLS CHURCH, VA
MAP 408 6447, GRID 408 44

DATE: 04/20/2007
DRAWN BY: JJB

BILL OF MATERIALS (THIS PAGE)			
DESCRIPTION	MT	PL	EST
10' C-TYPE PC	1	MT	2
20' C-TYPE PC	1	MT	2
20' C-TYPE PC	1	MT	2
20' C-TYPE PC	1	MT	2

STA 05+80 SEE MATCHLINE "A" ON
exp-1800NBEAUREGARD-03

- NOTES
1. THIS SHEET BORE ROUTE AND PLACE THREE (3) 30" SECTIONS OF 2" C-TYPE PC. TOTAL LENGTH OF PROPOSED CONSTRUCTION IS 754' WITH FOUR (4) VAULTS.
 2. ALL BENDS ARE 6' RADII.
 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 PC.
 5. PLACE TRACER WITH EACH C-TYPE PC.
 6. ALL WORK TO BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 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. PAVUD SHWETZADEN (AS) AT (202) 812-5522. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO MR. JOHN R. LUD (AS) AT (202) 812-5522. FOR FIELD CONSTRUCTION, PLEASE CONTACT MR. MICHAEL HARRINGTON (COX COMMUNICATIONS) AT (703) 480-7892.
 8. WORK HOURS WITHIN TRAVEL Lanes OR ANY AREA NEAR A SCHOOL SHALL BE 8:30 TO 3:30 AS INDICATED ON MAP. ANY WORK OR PARKING Lanes, MAY BE PERFORMED BETWEEN THE HOURS OF 7AM-6PM.

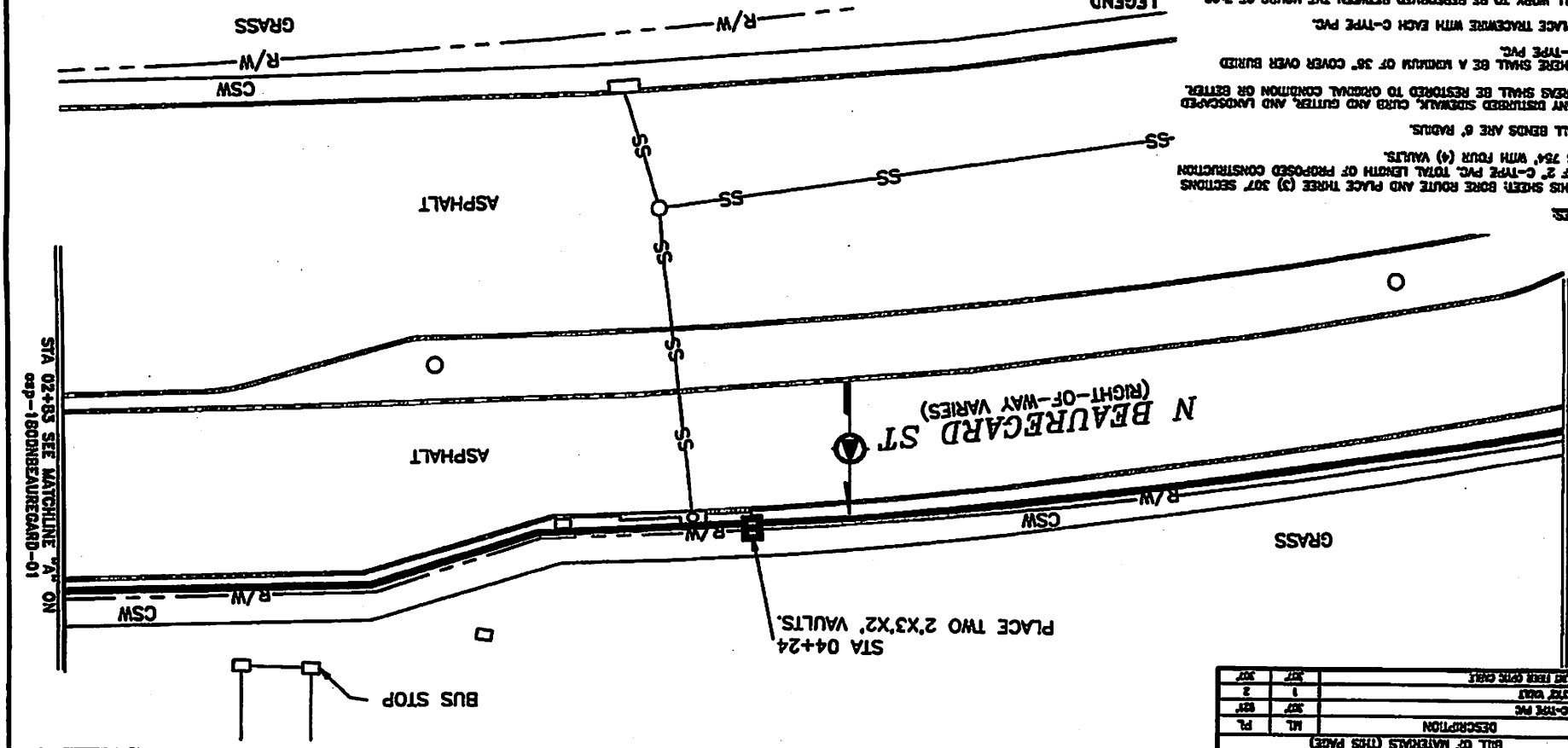
- LEGEND
- VERIZON MH [6]
 - POC
 - EDP
 - SIDEWALK
 - RIGHT OF WAY
 - R/W
 - ELECTRIC
 - GAS
 - STORMDRAIN
 - SAINTARY SEWER
 - TELEPHONE
 - WATER
 - PROPOSED C-TYPE PC
 - CSW - CONCRETE SIDEWALK
 - CSW - SOFT SIDEWALK
 - CSW - CONCRETE STREET LAMP
 - UTILITY POLE @ TRAFFIC SIGNAL @
 - PAGE, RETIERS CID



ALEXANDRIA CRAFTING COMPANY
FARMER COUNTY, VA
MAP AOC 5647, GRID AOC A4
SHEET 120
SHEET 3 OF 6
DATE 10/20/18
1-800-257-7777
"MISS UTILITY"
As Laid As Shown
Not To Be Constructed
Before Engineering Construction

COX
1800 N BEAUREGARD
STATION 323
ALEXANDRIA, VIRGINIA
UTILITY CONSTRUCTION PLAN
DESIGNED BY
DATE 10/20/18
APPROVED
DATE

***** NOTICE *****
THIS PLAN IS FOR THE CONSTRUCTION OF THE PROPOSED C-TYPE PC AND THE SIDEWALKS. THE CONSTRUCTION OF THE PROPOSED C-TYPE PC AND THE SIDEWALKS IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



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

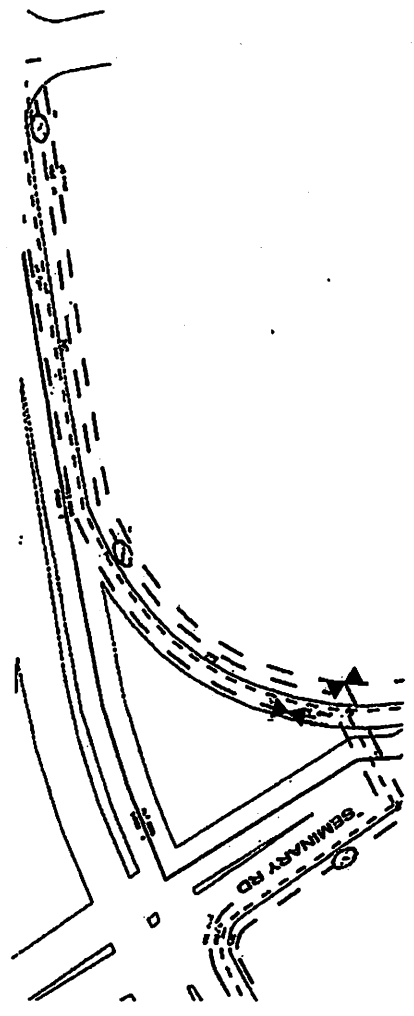
FROM PLANNED VAULT AT RAYBURN AVE, TRENCH 2" CONDUIT WITH 12CT FIBER
237' AND SET 24X36 VAULT WITH 100' STORAGE NEXT TO COMCAST VAULT.
DIG AND INTERCEPT BUILDING CONDUIT
ROD AND ROPE AND PULL 12CT FIBER 168' IN EXISTING CONDUIT TO PHONE ROOM.
COIL FIBER 50' IN PHONE ROOM.
CONTINUE TO ROUTE FIBER IN CEILING 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 M. Wiley
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 D SAUREGARD ST
SAUREGARD ROAD, SAUREGARD
LIVING



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-EV001 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.

Cox Virginia Telcom, LLC – Alexandria, VA License Agreement

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

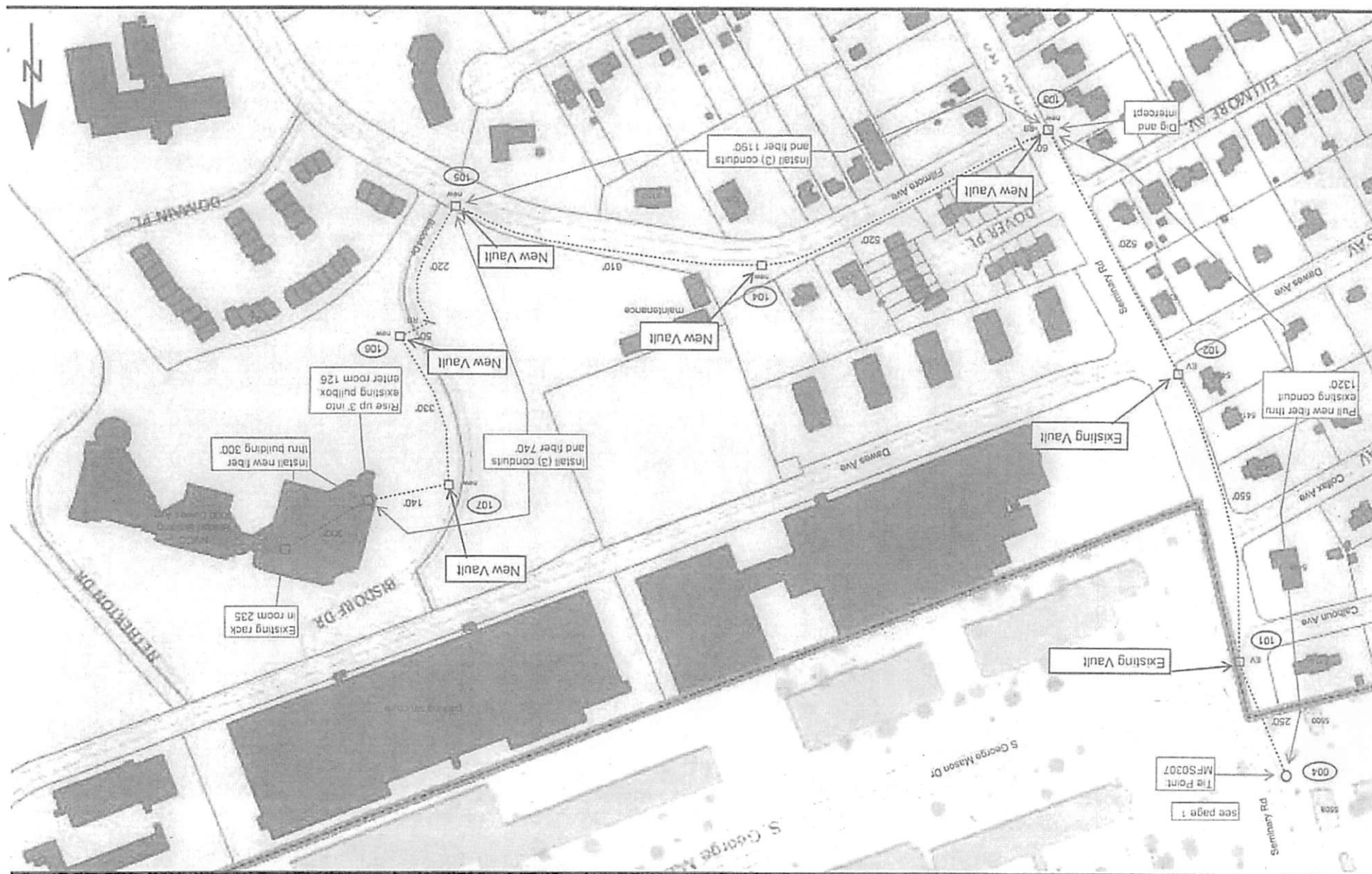
Alexandria, VA 22311

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



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

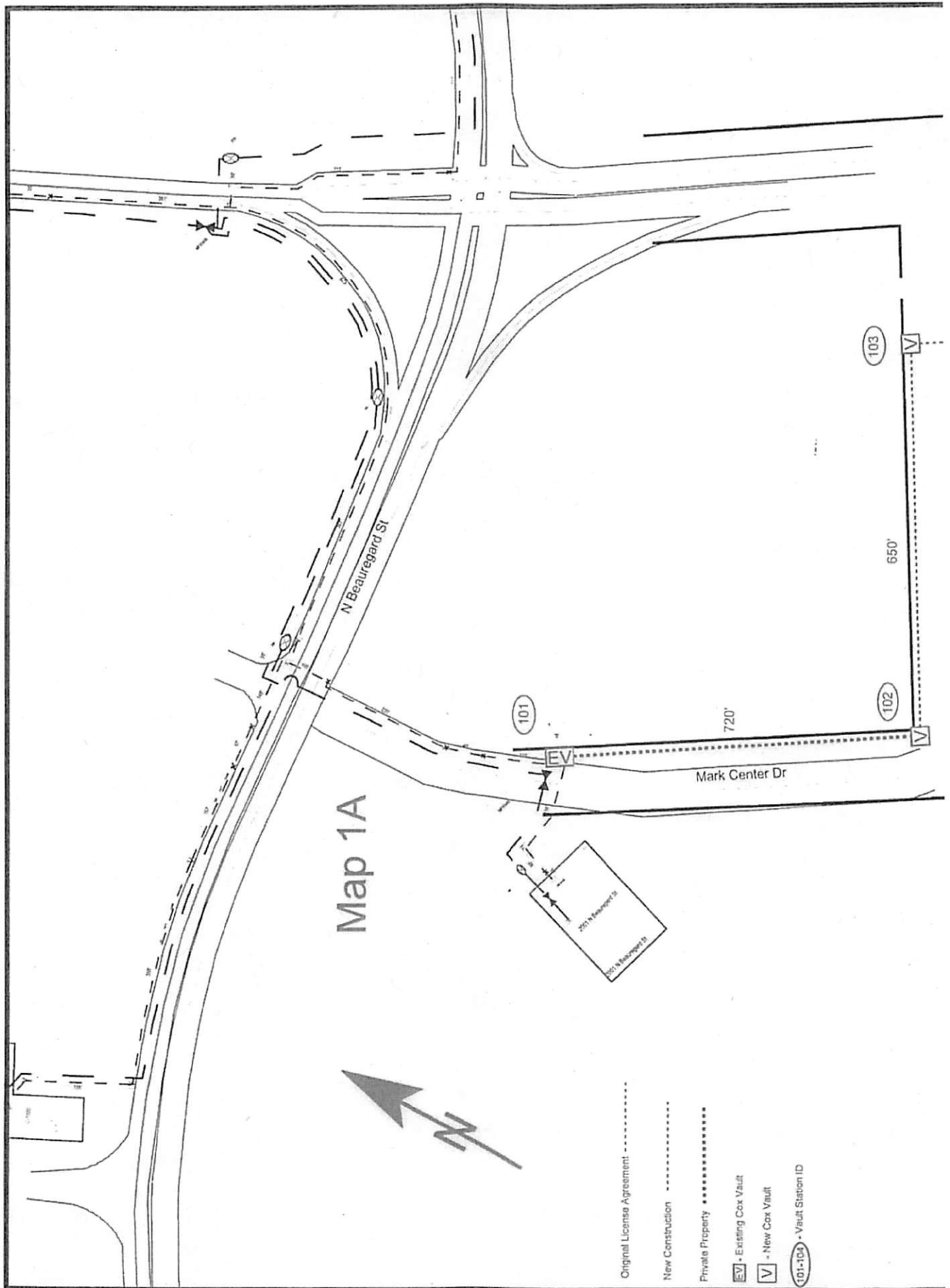
Begin at MFS0465 in Cox vault at sta. 101.
Install 125' coil of fiber for splicing here.
From sta. 101, install new conduit and 24 ct. fiber 720' to sta. 102.
Install new vault and 100' coil of fiber for storage here.
From sta. 102, install new conduit and 24 ct. fiber 650' to sta. 103.
Install new vault 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.

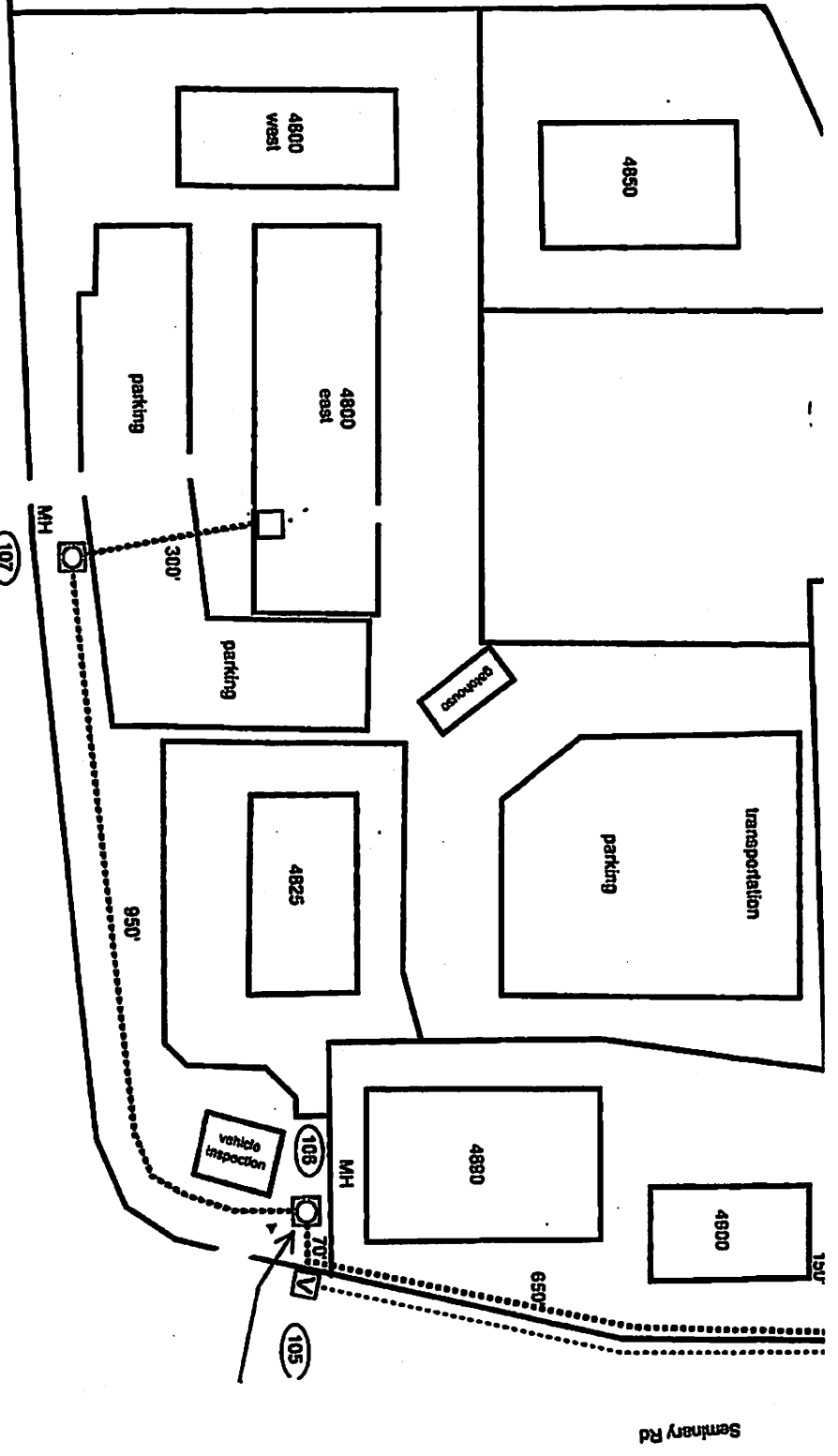
Estimated Construction Timeline

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.





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