

UNDERGROUND RIGHT-OF-WAY LICENSE
(Meadow Creek Golf Course)

This **UNDERGROUND RIGHT-OF-WAY LICENSE** ("License") is entered into this _____ day of _____, by the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and a political subdivision of the Commonwealth of Virginia ("City"), is the owner of the property subject to this License grants and conveys to **CENTURYLINK COMMUNICATIONS, LLC**, a corporation authorized to transact business in Virginia ("Licensee"), the limited right, privilege, and non-exclusive easement to operate and maintain fiber optic cable under, through, and across real property owned by the City and as described herein, under the terms and conditions set forth in this License.

1. Terms:

- a. This License shall be valid for a period of five (5) years, beginning January 1, 2026, and ending December 31, 2030, unless terminated as provided herein.
- b. Nothing contained in this License shall be held or construed to confer upon Licensee, its successors and assigns, exclusive rights or privileges.
- c. Granting of this License is conditioned upon payment by Licensee to the City of the annual sum of Six Thousand, Nine Hundred Forty and 00/100 Dollars (\$6,940.00), which represents the fee for the use of approximately three thousand five hundred (3,500) linear feet of property subject to this License. Annual payments shall be due and payable on or before January 10th of each year, commencing for the year 2026, and shall be due and payable at a like date each year during the term of the License. If Licensee's payments are not made timely, a ten percent (10%) surcharge shall be due and payable to the City. All payments by Licensee pursuant to this License shall be made to the City of Charlottesville.

2. Conditions of Use:

- a. The right-of-way occupancy permitted under this License is approximately three thousand five hundred (3,500) linear feet of Licensee's System installed in the Meadow Creek Golf Course in the location shown on the attached Survey Plat prepared by Thomas B. Lincoln Land Surveyor, Inc., dated January 12, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit "A."
- b. Any work authorized by this License shall be the installation, repair, replacement, or maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities, fixtures, and equipment (collectively, the "Facilities"). All Facilities within the Meadow Creek Golf Course shall be maintained underground.
- c. Licensee shall keep the City fully informed as to all matters in connection with or affecting the reconstruction, removal, maintenance, operation, and repair of Licensee's System installed hereunder. Licensee shall report to the City such other information

relating to the Licensee as the City may reasonably request in writing. Licensee shall respond to such inquiries within thirty (30) days.

- d. Licensee shall maintain its Facilities in accordance with the requirements of all applicable City Codes, Ordinances and regulations, and in such a manner that they will not interfere with any existing City installations or of a public utility serving City residents and/or the residents of the County of Albemarle, Virginia ("Albemarle").
- e. Licensee shall provide safe passageway for pedestrians and vehicles through, in, and around any work site areas. Any work shall be performed at night, if requested by the City, so as not to impede the regular use of the Meadow Creek Golf Course. Licensee shall use directional boring in all areas where possible, unless otherwise required or approved by the City. Licensee shall meet all local and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of any work or the accessing of conduit installed pursuant to this License, except in cases of emergency.
- f. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same, unless written permission to do otherwise is provided in advance by the City's Engineer or his designee.
- g. Licensee shall have on file with the City's Engineer true and correct maps or plats of all existing installations and the types of Facilities installed or constructed, properly identified and described as to the type of equipment and Facilities by appropriate symbols and marks and which shall include annotations of all public property, public ways, streets, roads, and conduits where the work was undertaken.
- h. If, at any time during the term of this License, the City determines, in its sole discretion, that the Facilities are in conflict with the City's intended use of Meadow Creek Golf Course (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon sixty (60) days' written notice from City, shall remove, relay, and relocate Licensee's Facilities at Licensee's own expense and within reasonable time schedules established by the City, to another location mutually agreeable to the City and Licensee. Should Licensee refuse or fail to remove its Facilities as provided within the sixty (60) days after written notification, the City shall have the right to do such work, or cause it to be done, and the full cost shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its Facilities as abandonment of all ownership rights in said Facilities. Upon relocation, Licensee shall prepare at its own expense and provide to the City a revised survey plat that shows the new location of Licensee's Facilities.

3. Safety Requirements:

- a. The Facilities shall be maintained in safe operating condition and in good order and repair. Licensee shall employ ordinary care and commonly accepted methods and devices to prevent failure and accidents likely to cause damage or injury to the public

or to constitute a nuisance.

- b. Licensee shall install equipment and employ personnel to maintain the Facilities to assure efficient service and shall have equipment and personnel necessary to make repairs promptly.
- c. Licensee shall maintain its Facilities in accordance with the requirements of applicable City Codes and regulations and the statutes and regulations of appropriate federal and Virginia agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any City installations or of any public utility serving residents of the City and Albemarle.

4. Liability and Indemnification:

- a. Licensee shall indemnify, protect, defend, and hold harmless the City and its elected officials, officers, agents, representatives, employees, and successors, and assigns, from all third-party claims from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim to the extent arising out of the operation or maintenance by Licensee of the Facilities or the Licensee's failure to perform any obligations of this License, including but not limited to, claims for injury or death to any person, or damages to any property, as may be incurred by or asserted against the City, or its elected officials, officers, agents, representatives, and employees.
- b. Intentionally Omitted.
- c. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend, or hold harmless the City for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of the City, and its elected officials, officers, agents, representatives, employees, and successors, and assigns.
- d. Licensee shall maintain and provide workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage. Limits requirements can be met with the use of an umbrella regarding all damages mentioned in subsections (a) through (c) in the following minimum amounts, whichever is greater:
 - 1. General Liability Insurance – Upon execution of this agreement, the Licensee shall provide a Certificate of Insurance with minimum limits of \$2,000,000 per occurrence; \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage and coverage for explosion, collapse and underground (XCU). The City is to be included as additional insured with respect to general

liability coverage.

2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000, combined single limit for each accident. The City is to be included as additional insured with respect to auto liability coverage.
- e. Licensee agrees that all insurance contracts providing any of the above coverage will be issued by an insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:
1. The City, its elected officials, officers, agents, employees, and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage; and
 2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days' written notice by the City, should the City deem the protection afforded by this insurance to be insufficient. At no time, will any such increase in the amount of required liability and comprehensive insurance exceed that customarily required of other franchises or contractors of services for similar situations of risk.
- f. Licensee shall make available to the City evidence of insurance coverage certifying that such coverage is in full force and effect.

5. Licensor's Rights in License:

- a. Licensee shall maintain and operate the Facilities in the locations described in Exhibit "A" and comply with all reasonable requirements, regulations, laws, and ordinances now in force, and which may hereafter be adopted by the City and applicable to the repair or maintenance of said Facilities or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License, or failure to pay License fees prescribed by this License shall be cause for the City to revoke this License.
- b. Without limiting the generality of the foregoing, the City reserves the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order, made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable, or unwilling to pay its legal debts, or is adjudged a bankrupt; or (3) practices fraud or deceit upon the City.
- c. The City's right to revoke this License may be exercised after written notice of default and a thirty (30) day period for Licensee to cure such default.
- d. The right is hereby reserved to the City to adopt, in addition to the provisions

contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as the City finds necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not conflict with the rights herein granted.

6. Assignment:

- a. The License shall not be assigned by either party without prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign all or part of this License immediately, without the prior written consent of the other: (a) to any entity that controls, is controlled by, or is in common control with a party; or (b) to any successor in interest to a party; or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

7. Notice:

- a. Unless and until a different address is provided in writing by Licensee to the City, the placing of notices in the United States Mail addressed to the Licensee as set forth above by certified mail, return receipt requested, shall constitute compliance with the provisions of notice. For purposes of giving notice as provided for in this License, the following are provided:

For Licensee: CenturyLink Communications, LLC
931 14th Street
Denver, Colorado 80202
Attention: NIS ROW

For the City: Sam Sanders
City Manager
City of Charlottesville, Virginia
P.O. Box 911
Charlottesville, Virginia 22902

With a copy to: John Maddux, Esq.
City Attorney
City of Charlottesville, Virginia
P.O. Box 911
Charlottesville, Virginia 22902

8. Miscellaneous:

- a. If any section, subsection, sentence, clause, phrase, or portion of this License is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof.
- b. This License shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and the City arising out of or relating to this License, or the breach thereof, shall be decided in the Circuit Court of the City of Charlottesville, Virginia, or the U.S. District Court of the Western District of Virginia pending subject-matter jurisdiction over the claim or dispute. The Licensee, by accepting this License, waives any right to contest venue.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia, in an Open Meeting on _____, 202__, and City Council has authorized the execution of this License by the City Manager, as attested by the Clerk of City Council, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presence, which have been executed by and through its authorized officers and the seal of the corporation affixed.

WITNESS the following signatures and seals:

Licensee: **CENTURYLINK COMMUNICATIONS, LLC**

By: 
James Nickerson, Dir. DF & ROW

Date: 13-Jul-2026

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Sam Sanders, City Manager

Date: _____

Approved as to Form:

Sau Chan - Deputy City Attorney
City Attorney's Office

Attest:

Kyna Thomas, Clerk of Council

Exhibit A

Legal Description FOR 10' QWEST COMMUNICATIONS LICENSE AREA ON
TMP 48B-1.

Commencing at the Point of Beginning situated on the property line of Parcel A being located on the northern bank of the Rivanna River South 85°23'14" East 16.83 feet and thence North 55°11'02" East 118.86 feet from the common corner of Parcels A and B; thence along the centerline of a 10 foot license area North 33°11'11" West, a distance of 157.25 feet; thence North 51°26'06" East, a distance of 547.23 feet; thence North 46°12'47" East, a distance of 341.25 feet; thence North 23°09'26" East, a distance of 436.23 feet; thence North 01°48'00" East, a distance of 346.05 feet; thence North 00°45'41" East, a distance of 310.23 feet; thence North 02°15'39" East, a distance of 26.12 feet; thence North 13°39'12" West, a distance of 9.42 feet; thence North 13°46'39" West, a distance of 52.34 feet; thence North 13°46'43" West, a distance of 158.74 feet; thence North 13°47'04" West, a distance of 135.48 feet; thence North 13°46'11" West, a distance of 139.53 feet; thence North 13°50'26" West, a distance of 129.88 feet; thence North 18°23'16" West, a distance of 60.24 feet; thence North 24°18'47" West, a distance of 49.11 feet; thence North 29°42'54" West, a distance of 57.18 feet; thence North 36°37'58" West, a distance of 74.82 feet; thence North 39°56'22" West, a distance of 54.98 feet; thence North 42°54'27" West, a distance of 82.51 feet; thence North 48°52'04" West, a distance of 43.98 feet; thence North 55°52'10" West, a distance of 87.27 feet; thence North 62°57'30" West, a distance of 50.07 feet; thence North 66°28'55" West, a distance of 143.51 feet; thence North 66°35'21" West, a distance of 64.82 feet; thence North 64°49'39" West, a distance of 15.85 feet; thence North 62°45'19" West, a distance of 15.71 feet; thence North 61°17'17" West, a distance of 0.62 feet to the ending point on the eastern margin of State Route 768 (Pen Park Road) right-of-way being the End of State Maintenance and being South 29°30'24" West 53.05 feet from a monument found on the margin of State Route 768 right-of-way, containing 35,904.40 square feet, more or less.

