

**CITY OF HAMPTON, VIRGINIA NONEXCLUSIVE FRANCHISE
AGREEMENT WITH LUMOS TELEPHONE LLC**

This Nonexclusive Franchise Agreement (hereinafter the "Agreement") is made and entered into as of this ____ day of _____, 2026 ("Effective Date"), by and between the CITY OF HAMPTON, a Virginia municipal corporation (hereinafter "City") and LUMOS TELEPHONE LLC, a Virginia limited liability company, (hereinafter "FRANCHISEE"), having its principal office at One Lumos Plaza, Waynesboro, VA 22980.

WHEREAS, FRANCHISEE is a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia;

WHEREAS, FRANCHISEE desires to use and occupy the public streets and public rights-of-way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City;

WHEREAS, pursuant to Article VII, Section 9 of the Constitution of Virginia and Chapter 21 of Title 15.2 of the Virginia Code, the City has the authority to grant franchises and other authorizations for the use and occupancy of the public streets and public rights-of-way;

WHEREAS, the public streets and public rights-of-way are a valuable public resource that have required and will continue to require substantial investment by the City;

WHEREAS, the City is agreeable to allowing FRANCHISEE to use the public streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

WHEREAS, the City and the FRANCHISEE find that it is in the public interest of its citizens and customers, respectively, to enter into a franchise agreement consistent with all applicable laws to minimize inconvenience and disruption to the public, provide for the orderly and efficient use of the public streets and public rights-of-way now and in the future, and preserve adequate capacity for existing and future uses of the public streets and public rights-of-way.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and FRANCHISEE agree as follows:

Section 1. Definitions.

For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522, and shall be synonymous with the term "cable television service."

"City" means the City of Hampton, Virginia, and where appropriate to the context, its officers, agents, employees and volunteers.

"City Attorney" means the City Attorney or designee.

"City Council" means the City Council of the City.

"City Engineer" means the City Engineer or designee.

"City Manager" means the City Manager or designee.

"City property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Code" means the Code of the City, in its current form and as may be amended from time to time.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

“Director of Public Works” or “Director” means the Director of Public Works or designee.

“Duct” means a pipe, tube, channel or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

“Fiber optic or other cable and related facilities” means fiber optic cables or other cable, facilities, Conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by FRANCHISEE in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

“Franchisee” means Lumos Telephone LLC.

“Public streets and public rights-of-way” or “public ways” include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

“Public Works” means the City Public Works Department.

“Public works project or public improvements” include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm water, force main, drainage, or communications facility of the City.

“Telecommunications facilities” means the plant, equipment and property, including, but not limited to, the poles, pipes, mains, Conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by FRANCHISEE to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite or other telecommunications facilities, but not including cable television service.

Section 2. Grant of Authority.

- 2.1** Subject to the terms of this Agreement, the City hereby grants to FRANCHISEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove and replace fiber optic or other cable and related facilities for the provision of Telecommunications service in the public streets and public rights-of-way in the City. FRANCHISEE shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property. It is expressly agreed that this Agreement does not give FRANCHISEE the right to occupy any public rights-of-way with permanent aboveground cabinets, pads and other similar structures except pursuant to the express approval of the City, via its permitting process, and pursuant to all applicable provisions of the City Code or any successor ordinance. Nothing in this Agreement shall be construed as consent by the City for FRANCHISEE to provide Cable service within the City.
- 2.2** FRANCHISEE acknowledges that this grant of authority is for the benefit of FRANCHISEE only, and that FRANCHISEE is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.
- 2.3** FRANCHISEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority, to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of Telecommunications services and are related to using the public streets and public rights-of-way in the City. FRANCHISEE agrees to be bound by all such future lawful ordinances so long as it operates Telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.
- 2.4** This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and

subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by FRANCHISEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, stormwater facilities, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.

- 2.5** This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City.

Section 3. Term of Agreement.

- 3.1** The term of this Agreement shall be for a term of five (5) years, commencing on the Effective Date (the “Term”). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement sooner, the Agreement shall terminate at the end of the Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement, FRANCHISEE shall be prohibited from further access to the public rights-of-way in the City.

- 3.2** Upon the termination or expiration of this Agreement, or if any portion of FRANCHISEE’s facilities is abandoned, FRANCHISEE shall remove its Telecommunications facilities at its own expense; provided, however, that if directed by the City in writing, FRANCHISEE may abandon some or all of the facilities in place, and such facilities shall become the property of the City upon their abandonment. If in the event FRANCHISEE fails to remove its facilities within one hundred eighty (180) days after abandonment or termination, except facilities abandoned in place at the direction of, or with the consent of the City, the City may cause such facilities to be removed, without further notice, and charge the cost for removal to FRANCHISEE, which shall pay such costs, including the City’s expenses and attorney’s fees, within thirty (30) days of the demand to do so. The City may collect such costs, expenses and attorney’s fees by all legal remedies available to it, including but not limited to by bringing action in any court of

competent jurisdiction or by filing a claim against the surety referenced in Section 8.

Section 4. Compliance With Applicable Law.

- 4.1** FRANCHISEE shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities.

All facilities of FRANCHISEE shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified by the City:

- 5.1** Whenever all existing electric utilities, cable facilities or Telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, FRANCHISEE shall also install its Telecommunications facilities underground.
- 5.2** Whenever existing overhead electric utilities, cable facilities or Telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, FRANCHISEE shall relocate its facilities underground within a reasonable period of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.
- 5.3** FRANCHISEE shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and FRANCHISEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.
- 5.4** In the performance and exercise of its rights and obligations under this

Agreement, FRANCHISEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain, gas main, pole, overhead or underground electric, and telephone wires, television cables, public works facilities, facilities of other telecommunication providers, or City property, without the prior written approval of the City and the affected utility and service providers.

5.5 Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of FRANCHISEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within sixty (60) days after written notice by the City (or such other period of time set forth in Section 5.6 or as may be agreed upon in writing by the City and FRANCHISEE), FRANCHISEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If FRANCHISEE fails to so protect, alter, remove or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of FRANCHISEE without any liability to City, and FRANCHISEE shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation. FRANCHISEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of FRANCHISEE's failure to comply with the City's request to protect, alter, or remove equipment under this Agreement. The City may collect such costs, any reasonable expenses, and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.6 The City retains the right and privilege to cut or move any Telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate or useful in response to any emergency. The City will endeavor to notify FRANCHISEE within twenty-four (24) hours of such emergencies which may impact its Telecommunications facilities. FRANCHISEE shall provide to the City a telephone number to call in case of emergencies. Nothing herein shall create any duties or obligations on the City to so notify FRANCHISEE nor shall the City, its officers, agents, employees, or volunteers in any way be liable for any failure to notify FRANCHISEE.

5.7 The facilities of FRANCHISEE shall be located so as not to interfere with

the public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. FRANCHISEE shall construct, maintain and locate its Telecommunications facilities so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal and fiber optic facilities of the City.

- 5.8** The City shall have the right to specifically designate the location of the facilities of FRANCHISEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of FRANCHISEE's facilities shall not relieve FRANCHISEE of its responsibilities in matters of public safety, as provided in this Agreement.
- 5.9** Except in the cases of emergencies, FRANCHISEE shall not move, alter, change, or extend any of its Telecommunications facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Engineer and the Director of Public Works and permission in writing to do so or a City permit is granted, or such requirement is waived, by the City Manager. The City Engineer and the Director shall use their best efforts to either approve or deny FRANCHISEE's request to relocate its facilities within thirty (30) days of receipt of FRANCHISEE's request. Such permission shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation, or cable operator for their respective purposes and functions. Such work by FRANCHISEE shall also be coordinated with the City's annual paving program through Public Works.
- 5.10** FRANCHISEE shall not open, disturb, or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its Telecommunications facilities. FRANCHISEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by FRANCHISEE,

FRANCHISEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

5.11 After the installation, removal, relocation or construction or maintenance of the fiber optic or other cable and related facilities is completed, FRANCHISEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation construction or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. FRANCHISEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, sidewalks, and other City infrastructure due to FRANCHISEE's installation, construction, maintenance, repair, or removal of its Telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at FRANCHISEE's sole expense. Upon failure of FRANCHISEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the satisfaction of the City, after thirty (30) days notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from FRANCHISEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or in any manner allowed by law.

5.12 In restoration of a paved public right-of-way, FRANCHISEE shall refer to and follow the City Utility Policy. All pavement cuts to public rights-of-way shall be restored in accordance with the City Public Works Design & Construction Standards for Pavement and Site Restoration.

5.13 Neither FRANCHISEE, nor any person acting on FRANCHISEE's behalf, shall take any action or permit any action to be done which may impair or damage any City property, including, but not limited to, any public street, public right-of-way, or other property located in, on, or adjacent thereto, except as permitted by the City and subject to all requirements in Section 5.

5.14 In the event of an unexpected repair or emergency, FRANCHISEE may commence such repair and emergency response work as required under the

circumstances, provided FRANCHISEE shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.15 FRANCHISEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements, laws, ordinances, policies, and regulations.

5.16 FRANCHISEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.17 FRANCHISEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. FRANCHISEE shall furnish detailed plans of the work and other required information, and shall pay all required fees prior to issuance of a permit in accordance with the rates in effect at the time of payment. FRANCHISEE shall comply with all applicable ordinances, policies, and permitting requirements.

5.18 If the City believes that it is appropriate to do so under the circumstances, in the City's sole discretion, a single permit may be issued for multiple excavations to be made in public streets and rights-of way; provided, however, any applicable fees established by the City shall apply to each such excavation unless otherwise provided by ordinance. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, FRANCHISEE shall make a report of each such excavation to the City within two (2) working days and pay the applicable fee. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay FRANCHISEE in efficiently discharging its public service obligation and in any event shall be granted or denied within forty-five (45) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.19 (a) Promptly after installation, repair, or extension of the Telecommunications facilities or any portion thereof or any pavement cut by FRANCHISEE in any public way of the City, the incidental trenches or excavations

shall be refilled by FRANCHISEE in a manner acceptable to the City. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by FRANCHISEE at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, FRANCHISEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then FRANCHISEE at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, FRANCHISEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. FRANCHISEE shall maintain, repair and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by FRANCHISEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by FRANCHISEE.

(b) All trees, landscaping, and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair, or replacement of Telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City. FRANCHISEE shall not trim, cut, or remove any tree from any public way unless prior written notice of its intention to do so is given to the department or agency of the City as shall be designated by the City Manager and permission in writing to do so is granted by the City, except in cases of emergency or when this requirement is waived by the City. Any trimming, cutting, or removal of trees by FRANCHISEE shall be done in accordance with industry standards in urban forestry.

5.20 (a) FRANCHISEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by FRANCHISEE in the installation, operation, maintenance or extension of FRANCHISEE's Telecommunications facilities. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by FRANCHISEE after proper notice to do so, given by the City to FRANCHISEE, may be removed or corrected by the City, and the cost thereof shall be charged against FRANCHISEE

and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm water facilities, storm drainage, Telecommunication facilities, or other property resulting from construction or maintenance of FRANCHISEE Telecommunications facilities shall be borne by FRANCHISEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by FRANCHISEE to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, FRANCHISEE shall temporarily restore the affected property. Such temporary restoration shall be at FRANCHISEE's sole expense and FRANCHISEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) FRANCHISEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the Virginia Department of Transportation.

5.21 Except in the case of the City's gross negligence or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of FRANCHISEE's Telecommunications service or Telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.22 FRANCHISEE shall maintain full control and responsibility for the actions and omissions of its contractors. All contractors will be held to the same terms and conditions set forth for the FRANCHISEE under this Agreement. If the contractor fails to abide by the terms and condition of this Agreement, then the City will notify FRANCHISEE of same at a telephone number provided to City by FRANCHISEE to use in the case of emergencies. FRANCHISEE shall take immediate action to remedy the actions or omission of the contractors. Failure of the FRANCHISEE to

maintain full control of its contractors is deemed a default under this Agreement.

5.23 The City retains its right to monitor, inspect, and police all activities within its public ways. The City shall have the right to assign inspectors to monitor the FRANCHISEE's conduct and work within the City at FRANCHISEE's expense pursuant to City Code § 34-28 (b), as may be amended from time to time.

5.24 FRANCHISEE agrees to mark its facilities through the Miss Utility (811) Program.

Section 6. Mapping.

6.1 FRANCHISEE shall maintain an accurate map of its Telecommunications facilities. FRANCHISEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and Conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD and tied to the Virginia State Plane Coordinate System and tied to the City's Survey Control monuments and geographic information system certifying the location of all Telecommunications facilities within the City. FRANCHISEE shall, upon request, provide updated maps annually.

6.2 If any of the requested information of FRANCHISEE in this Agreement is considered proprietary, confidential or a trade secret, FRANCHISEE will notify the City of this opinion and the City will keep such information confidential as may be agreed by the parties in a separate nondisclosure agreement and to the extent permitted by the Virginia Freedom of Information Act or other any successor statute or law. As for new installations, after the Effective Date of this Agreement, FRANCHISEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to FRANCHISEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, FRANCHISEE will pay for the cost of making the mapping compatible.

6.3 Prior to its installation of any Telecommunications facilities in the public

streets or public rights-of-way and after FRANCHISEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its discretion designate certain locations to be excluded from use by FRANCHISEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets, lights, or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for FRANCHISEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of FRANCHISEE, the City will cooperate in good faith with FRANCHISEE to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for FRANCHISEE. FRANCHISEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements.

- 7.1** At all times during the Term of this Agreement, FRANCHISEE shall, at its expense, maintain the insurance policies described in this Section 7. All insurance policies shall be in a form and issued by insurers with an A.M. Best rate minimum (e.g., A-VII) authorized or eligible (admitted or non-admitted) to do business in the Commonwealth of Virginia.
- 7.2** *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for such coverage shall be One Million Dollars

(\$1,000,000) with a Two Million Dollar (\$2,000,000) aggregate. However, the parties acknowledge that FRANCHISEE may meet the policy limit in this Section by combination of FRANCHISEE's General Commercial Liability Policy and FRANCHISEE's Umbrella or Excess Liability Policy.

7.3 *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of FRANCHISEE set forth in this Agreement.

7.4 *Workers' Compensation.* Workers' Compensation insurance covering FRANCHISEE's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement.

7.5 *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

7.6 *Pollution Liability Insurance.* FRANCHISEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

7.7 *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

7.8 Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, FRANCHISEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. FRANCHISEE shall obtain a written obligation on the part of each insurance company to notify FRANCHISEE at least thirty (30) days

before cancellation or a material change of any such insurance. Upon receipt of such notice from FRANCHISEE's insurance company, FRANCHISEE will immediately notify the City on any of the required coverages that are not replaced.

Section 8. Surety.

8.1 Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by FRANCHISEE, FRANCHISEE shall furnish and file with the City an irrevocable bond, in a form approved by the City and by a surety authorized to do business in the Commonwealth of Virginia, in the amount of One Hundred Fifty Thousand Dollars (\$150,000) securing its faithful performance of the terms and conditions of this Agreement. FRANCHISEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by FRANCHISEE of this Agreement. The bond shall guarantee FRANCHISEE's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; (7) the removal of Telecommunications facilities upon termination or expiration referenced in Section 3 of this Agreement; and (8) the payment by FRANCHISEE of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of FRANCHISEE under this Agreement and all other payments due the City from FRANCHISEE pursuant to this Agreement.

8.2 Whenever the City determines that FRANCHISEE has violated one (1) or more terms, conditions or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to FRANCHISEE. The written notice shall describe in reasonable detail the violation so as to afford FRANCHISEE an opportunity to remedy the violation. FRANCHISEE shall have twenty (20) days subsequent to receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a martial

default under this Agreement.

- 8.3** Such bond shall be in lieu of any performance or defect bond or other surety required by the City in connection with the issuance of any construction permit issued pursuant to the City Code.

Section 9. Transfer of ownership.

- 9.1** Notwithstanding any provision of this Agreement, FRANCHISEE may not assign, transfer, lease, or sell any of the rights and privileges granted herein without the approval of the City Council. FRANCHISEE specifically agrees that it has no Affiliates that would be entitled the rights and privileges granted by this Agreement, and therefore FRANCHISEE will not assign, transfer, lease, or sell any of the rights and privileges granted herein to any of its Affiliates. For purposes of this Section 9, a transfer of ownership or control of the FRANCHISEE (including by merger, consolidation, or transfer of equity interests) shall not be deemed an assignment or transfer of this Agreement, provided that the successor entity agrees in writing to be bound by the terms of this Agreement.

Section 10. Indemnification.

- 10.1** FRANCHISEE agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "losses"), arising out of any breach by FRANCHISEE of the terms and conditions of this Agreement, except to the extent proximately caused by the gross negligence or willful misconduct of the City, its officers, employees and agents. In addition, FRANCHISEE shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the gross negligence or willful misconduct of the City, its officers, employees or agents. The

City does not waive any indemnification or defenses that it has under the laws of the Commonwealth of Virginia.

Section 11. Hazardous Substances.

11.1 In its performance of this Agreement, FRANCHISEE shall not transport, dispose of or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event FRANCHISEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of the City's acquiescence, FRANCHISEE shall indemnify and hold the City, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from FRANCHISEE's violation of this Section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. FRANCHISEE also agrees to reimburse the City and hold the City, its officers, agents, employees and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of FRANCHISEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 135, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substance Control Act (15 U.S.C. 2601, *et seq.*), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping,

leaching, disposing or dumping of any substance.

Section 12. General provisions.

- 12.1** *Authority.* FRANCHISEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all Telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.
- 12.2** *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or FRANCHISEE may have, at law or in equity, for enforcement of this Agreement.
- 12.3** *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.
- 12.4** *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.
- 12.5** *Default/Termination.* In the event FRANCHISEE is for any reason or through any cause is in default under any terms of this Agreement, the City shall give FRANCHISEE written notice of such default as set forth in Section 12.16 of this Agreement. Unless otherwise provided, FRANCHISEE shall have ninety (90) days from the date such notice is deemed given in Section 12.16 below in which to cure the default, but such time may be extended as long as FRANCHISEE is making a good faith effort to effect such cure and prove such good faith effort to the satisfaction of the City. Upon FRANCHISEE's failure to cure the default, the City may immediately take action to cancel and terminate this Agreement as set forth by law. Upon termination, the FRANCHISEE shall cease performance of any further

activities under the Agreement.

- 12.6** *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.
- 12.7** *Controlling law and venue.* By virtue of entering into this Agreement, FRANCHISEE agrees and submits itself to a court of competent jurisdiction in the City or in the United States District Court for the Eastern District of Virginia, Norfolk/Newport News Division, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes, and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.
- 12.8** *Counterparts.* This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one in the same instrument.
- 12.9** *Force Majeure.* Neither party shall be liable for any delay or failure to perform hereunder, in whole or in part, due to events beyond the party's reasonable control, including but not limited to acts of God, fire, floods, epidemics, pandemics, earthquakes, embargos, quarantine restrictions, labor strikes, war or act of war (regardless of whether an actual declaration of war is made), technical failure, terrorism, sabotage, or other events not caused by the party, or government acts other than acts by or on behalf of the City. To the extent such causes or other events are beyond FRANCHISEE's control and such delay in performance or failure to perform affects only part of Franchisee's capacity to perform, FRANCHISEE shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s) and shall take all reasonable steps in as expeditious a manner as possible.

- 12.10** *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, oral or written, that may have existed between the parties as to the subject matter of this Agreement. Amendments to this Agreement shall be made in writing and executed by both FRANCHISEE and the City.
- 12.11** *Organization, Standing, Power, Authorization, and Enforceability.* FRANCHISEE is a Virginia limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. FRANCHISEE has all requisite power and authority to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby.
- 12.12** *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 12.13** *Nondiscrimination.* During the performance of this Agreement, FRANCHISEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap or national origin. FRANCHISEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. FRANCHISEE, in all solicitations or advertisements for employees placed by or on behalf of FRANCHISEE, will state that FRANCHISEE is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein. FRANCHISEE agrees to comply with the good faith minority business efforts required by the City Code.
- 12.14** *Compliance with Virginia Human Rights Act.* The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, FRANCHISEE shall comply with the Virginia Human Rights Act, as amended.
- 12.15** *Customer and Citizen Interaction.* FRANCHISEE shall directly interact

with customers receiving the benefit of the Telecommunications service, including responding to all customer inquiries regarding service options, procedures, fees, initiation of service, termination of service, accounts, billing, payment, and other similar requests in a prompt, courteous, and reasonable fashion. All individuals of the public shall be treated with courtesy and respect by the FRANCHISEE, its agents, contractors, and assigns.

12.16 *Notices.* Any notice, communication, or request under this Agreement by the City or FRANCHISEE shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service (next business day service), or (c) hand delivery if receipt is evidenced by a signature of the addressee or authorized agent, and addressed to the applicable parties as follows:

To the City: City Manager
 22 Lincoln Street, 8th Floor
 Hampton, Virginia 23669.

With a Copy to: City Attorney
 22 Lincoln Street, 8th Floor
 Hampton, Virginia 23669.

To FRANCHISEE: Chief Network Officer
 Lumos Telephone
 One Lumos Plaza
 Waynesboro, VA 22980

With a Copy to: General Counsel
 legal@lumosfiber.com

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

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

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

FRANCHISEE:

LUMOS TELEPHONE LLC

A Virginia limited liability company

By: _____

Name: David Smith

Title: Chief Operating Officer

State of North Carolina
County of Guilford, TO WIT;

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by David Smith, Chief Operating Officer, of Lumos Telephone LLC, a Virginia limited liability company.

Notary Public

My commission expires: _____
My registration number: _____

(SIGNATURES CONCLUDE ON THE FOLLOWING PAGE)

CITY OF HAMPTON
a Virginia municipal corporation

By: _____ (SEAL)
City Manager/Designee

ATTEST: _____
City Clerk/Designee

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, City Manager/Designee of the City of Hampton, on its behalf. She/He is personally known to me.

Notary Public

My commission expires: _____
My registration number: _____

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, City Clerk of the City of Hampton/Designee, on its behalf. She/He is personally known to me.

Notary Public

My commission expires: _____
My registration number: _____

Approved as to Content:

Approved as to Legal Sufficiency:

Public Works Department

City Attorney's Office