



COMMUNICATIONS FACILITIES LICENSE AGREEMENT (Commercial)

This Communications Facilities License Agreement ("**Agreement**") is entered into on _____, 2017, by and between **Cox Communications Arizona, LLC** on behalf of itself and its affiliates ("**Cox**") and:

CITY OF GLENDALE ("Owner").

Owner holds title to, or is the authorized agent of the titleholder of the real property located at

9380 W GLENDALE AVE, Glendale, AZ 85305 ("Property").

The parties agree as follows:

1. Grant. Owner grants Cox permission to install and maintain its communications, distribution and other facilities, including, but not limited to, equipment, electronics, security and automation systems, cabling, wiring and other needed equipment ("**Facilities**") on the Property to provide voice, video, data, monitored security and automation services, and any other service now or hereafter offered by Cox (collectively, "**Services**") to occupants at the Property ("**Tenants**") and to utilize the Property, on a non-exclusive basis, for the transmission of Services and to install and maintain appropriate facilities for such Services. Owner further grants to Cox the non-exclusive right to enter the Property including all common areas to install, connect, disconnect, transfer, service, remove and repair the Facilities during normal business hours, except in case of emergency in which event Cox shall have the right to enter the Property outside of normal business hours. Owner further grants to Cox (i) the right to use any available conduit space which is now, or is hereafter, located upon, under or over the Property, for the installation, operation, maintenance, and removal of Cox's Facilities and (ii) the right to intersect any such existing conduit from the public right of way or from Cox's Facilities located outside of the Property. Owner hereby approves of the construction and installation of the Facilities in accordance with the plans set forth on **EXHIBIT A** attached hereto, or, if no plans are attached as of the date of execution of this Agreement, the parties will, prior to Cox commencing construction, cooperate in good faith to mutually approve the construction scope of work, and/or plans, as the case may be, such approval not to be unreasonably withheld, conditioned or delayed. If Owner requests, in writing within ninety (90) days after the expiration or earlier termination of this Agreement, Cox shall remove the Facilities (excluding "**Internal Wiring**" (defined below)) within sixty (60) days after receipt of Owner's request. Otherwise, Cox have shall have the right to enter upon the Property and remove any portion or all of the Facilities and such right shall survive the expiration or earlier termination of this Agreement. At Cox's option, wiring and cabling may remain on the Property. The Facilities are and shall remain the sole and exclusive property of Cox and shall not become fixtures of the Property, except for the "**Internal Wiring**" which is defined as the wiring, ports and outlets located within a commercial unit receiving Services back to the demarcation point.

2. Obligations of Cox/Relocation. Cox agrees: (i) to pay for any materials and labor reasonably necessary to install the Facilities; (ii) to keep the Property free of liens resulting from Cox's installation or removal of the Facilities; (iii) to repair any damage to the Property if such damage results directly from Cox's installation or removal of the Facilities; (iv) to obtain all applicable government permits for the installation of the Facilities on the Property; (v) to shall maintain (a) Commercial General Liability insurance with a policy limit of at least \$2,000,000 to protect Owner against bodily injury or damage resulting from Cox's negligence or intentional misconduct with respect to the installation, operation or maintenance of the Facilities on the Property, and (b) Worker's Compensation insurance in statutory amounts. Cox insurance policies hereunder shall be with insurers (i) licensed to do business in the state in which the Property is located and (ii) carrying an A.M. Best rating of at least A-VIII. All policies, including any renewals thereof, shall specify that such policy cannot be canceled without at least thirty (30) days written notice to the other party. In the event that Owner requires relocation of the Facilities in connection with any City requirements or in connection with other utilities, Cox shall relocate the Facilities upon at least ninety (90) days prior written notice (or such shorter time as may be reasonably practicable given the circumstances).

3. Obligations of Owner. Owner agrees: (i) not to use, move, disturb, or alter the Facilities, or interfere with the Services, or knowingly permit any third party to do so; and (ii) to the extent not prohibited by applicable law, disclose to Cox any information known to Owner regarding the nature and location of private utility lines located on the Property which are not identifiable under local Utility Protection laws.

4. Indemnification. Cox agrees to indemnify, defend and hold Owner harmless from all third party claims, suits, proceedings, liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees (the "**Claims**") for personal injury or property damages arising out of (a) the negligence or willful misconduct of Cox in connection with Cox's installation or removal of the Facilities at the Property; or (b) Cox's breach of this Agreement beyond any applicable notice

and cure periods. Owner agrees to indemnify, defend and hold Cox harmless from all Claims for personal injury or property damages arising out of (a) the negligence or willful misconduct of Owner, its employees or agents; or (b) Owner's breach of this Agreement beyond any applicable notice and cure periods. This provision shall survive the expiration or earlier termination of this Agreement.

5. Term. The "Term" shall begin upon the date of execution by the last signing party hereunder, and continue for five (5) years from the first day of the first full calendar month thereafter. Thereafter, the Term of this Agreement shall automatically renew for consecutive month-to-month terms provided that either party may terminate this Agreement with at least thirty (30) days prior written notice. Cox may terminate this Agreement (i) in the event Cox is unable to continue the distribution of any Services because of any law, rule, regulation or judgment of any court (or any similar reason beyond the reasonable control of Cox), (ii) if the applicable franchise or licenses are assigned, terminated, surrendered or revoked for any reason, or (iii) in the event that Cox elects to no longer provide Services to the Property.

6. Default. If either party fails to perform any material condition or agreement to be performed or observed by it hereunder and such default is not cured within thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party, the non-defaulting party may immediately terminate this Agreement by providing written notice to the defaulting party.

7. Miscellaneous. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. This Agreement is governed by the laws of the state where the Property is located. Owner acknowledges that (i) this Agreement and Cox's rights granted herein shall be binding upon Owner's successors and assigns, and (ii) Owner shall notify any successor Property owner of Cox's right under this Agreement and provide such party a copy hereof. Each Party has the full right and authority to execute this Agreement and grant the rights and/or accept the obligations contained herein. Owner represents that there are no prior or existing agreements, nor will there be any agreements during the Term, that would be breached by Owner's execution of this Agreement or by Cox's provision of the Services. Cox may assign this Agreement without consent, in whole or part, to (i) to any affiliate of Cox; (ii) any entity merging with, or acquiring substantially all of the assets of, Cox or (iii) any services provider that provides Services to any Tenant. Notices required to be given shall be sent by U.S. Certified Mail, postage prepaid, return receipt requested, or national overnight courier to the address set forth below. Cox shall determine the appropriate date to begin construction and/or installation of the Facilities at the Property and the commencement of the provision of Services to Tenants. Owner shall have no responsibility for the Services provided by Cox, or for the proper functioning of the Facilities. In the event of bankruptcy of any Tenant or Owner, or in the event of a Service disconnection order, Cox shall have the right to enter upon the Property to recover the Facilities.

RE: 9380 W GLENDALE AVE, Glendale, AZ 85305

OWNER: CITY OF GLENDALE

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Property Contact: _____

Telephone: _____

Email: _____

Cox Communications Arizona, LLC

Signature: _____

Name: **Gayle Porterfield**
Title: **Director Cox Business**

Date: _____

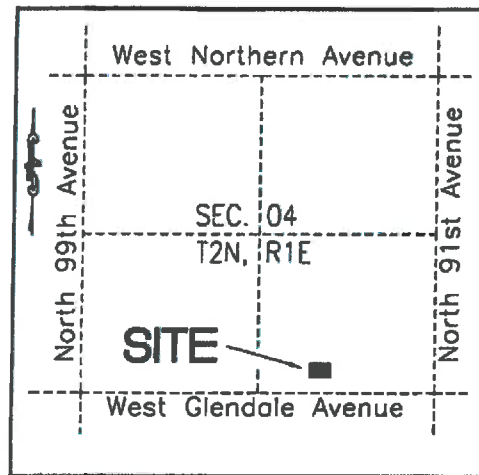
Address: **20401 N 29th Ave, Suite 100**
Phoenix, AZ 85027

EXHIBIT "A"

**Tax Parcel ID Number:
142-56-021B
CITY OF GLENDALE**

Site Plan – See Attached

EXHIBIT "A"
LEGAL DESCRIPTION
FOR A COX COMMUNICATIONS UNDERGROUND CABLE EASEMENT
LOCATED IN THE SE 1/4, SECTION 04, TOWNSHIP 2 NORTH, RANGE 1 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ



TOTAL AREA-
 798 SQUARE FEET
 OR 0.02 ACRE

NOTE

VICINITY MAP

NTS

ALL (R) RECORD, (M) MEASURED AND (C) CALCULATED DIMENSIONS SHOWN ON THIS DRAWING REPRESENT HORIZONTAL GROUND DISTANCES, REPORTED IN INTERNATIONAL SURVEY FEET AND DECIMALS OF U.S. INTERNATIONAL FEET, UNLESS SPECIFICALLY NOTED OTHERWISE.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS DRAWING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING= S88°12'50"W (R) PER M.C.R. PLAT BOOK 764 PAGE 42

CERTIFICATION

THESE RESULTS ARE BASED ON DATA GATHERED FROM FIELD SURVEY MEASUREMENT WORK PERFORMED UNDER MY OVERALL SUPERVISION. THE PURPOSE OF SAID RESULTS OF SURVEY IS A COX COMMUNICATIONS EASEMENT.



BY EDWARD V. RUIZ DATE 09-19-16 NUMBER 27251 AZ Expires: 6/30/17

DRAWN BY **BPG** 7307 SOUTH MARL AVENUE, SUITE 100
 TEMPE, ARIZONA 85283
 (602)954-2223 FAX (602)954-0801

COX COMMUNICATIONS
Cabela's (CIR 218013)
9380 W. GLENDALE AVENUE
GLENDALE, ARIZONA

DATE: 09-19-16	SCALE: N.T.S.
SHEET NO.: 1 OF 4	BPG DWG NO.: E19816

EXHIBIT "A"
LEGAL DESCRIPTION
FOR A COX COMMUNICATIONS UNDERGROUND CABLE EASEMENT
LOCATED IN THE SE 1/4, SECTION 04, TOWNSHIP 2 NORTH, RANGE 1 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ

SITE: Cabela's'S (CIR 218013)
9380 W. GLENDALE AVENUE
GLENDALE, ARIZONA

REFERENCE: COX COMMUNICATIONS — JOB 16M300078

DATE: SEPTEMBER 19, 2016

SITUATED IN THE THE SOUTHEAST QUARTER OF SECTION 04, TOWNSHIP 2
NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

A 4.00 FOOT WIDE EASEMENT, BEING 2.00 FEET ON EACH SIDE OF FOLLOWING
DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 04;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 04, ALSO BEING THE
CENTERLINE OF WEST GLENDALE AVENUE, SOUTH 88°12'50" WEST A DISTANCE
OF 1213.32 FEET TO THE INTERSECTION OF WEST GLENDALE AVENUE AND
ZANJERO BOULEVARD;

THENCE LEAVING THE SOUTH LINE OF SAID SECTION 04, ALONG THE
CENTERLINE OF ZANJERO BOULEVARD, NORTH 01°47'10" WEST A DISTANCE OF
122.23 FEET TO A POINT OF CURVE, HAVING A RADIUS OF 1500.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'43", AN
ARC DISTANCE OF 505.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 21°05'06" WEST A DISTANCE OF 157.09 TO A POINT;

THENCE LEAVING THE CENTERLINE OF SAID ZANJERO BOULEVARD, SOUTH
68°54'54" WEST A DISTANCE OF 55.50 FEET TO THE WESTERLY LINE OF AN
8.00 WIDE PUBLIC UTILITY EASEMENT, AS RECORDED IN LOT 2 OF ZANJERO IN
BOOK 764, PAGE 42 IN THE PLAT OF RECORD, MARICOPA COUNTY RECORDER'S
OFFICE, BEING THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

(CONTINUED ON SHEET 3 OF 4)

DRAWN BY  7307 SOUTH HARRIS AVENUE, SUITE 1
TEMPE, ARIZONA 85283
(602)954-2223 FAX (602)954-0601

COX COMMUNICATIONS
Cabela's (CIR 218013)
9380 W. GLENDALE AVENUE
GLENDALE, ARIZONA

DATE:
09-19-16

SCALE:
N.T.S.

SHEET NO.:
2 OF 4

BPG DWG NO.:
E19816

EXHIBIT "A"
LEGAL DESCRIPTION
FOR A COX COMMUNICATIONS UNDERGROUND CABLE EASEMENT
LOCATED IN THE SE 1/4, SECTION 04, TOWNSHIP 2 NORTH, RANGE 1 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ

SITE: Cabela's'S (CIR 218013)
9380 W. GLENDALE AVENUE
GLENDALE, ARIZONA

REFERENCE: COX COMMUNICATIONS - JOB 16M300078

DATE: SEPTEMBER 19, 2016

(CONTINUED FROM SHEET 2 OF 4)

THENCE SOUTH 67°07'03" WEST A DISTANCE OF 4.51 FEET;

THENCE SOUTH 88°25'07" WEST A DISTANCE OF 24.07 FEET;

THENCE NORTH 40°25'56" WEST A DISTANCE OF 16.55 FEET;

THENCE NORTH 82°56'37" WEST A DISTANCE OF 12.25 FEET;

THENCE NORTH 76°56'02" WEST A DISTANCE OF 16.13 FEET;

THENCE NORTH 28°29'54" WEST A DISTANCE OF 59.10 FEET;

THENCE NORTH 30°09'34" WEST A DISTANCE OF 66.81 FEET TO THE POINT OF
TERMINATION.

SAID 4.00 FOOT WIDE EASEMENT CONSIST OF 798.00 SQUARE FEET OR
0.02 ACRE.

DRAWN BY



7307 SOUTH MARL AVENUE, SUITE 1
TEMPE, ARIZONA 85283
(602)954-2223 FAX (602)954-0801

COX COMMUNICATIONS
Cabela's (CIR 218013)
9380 W. GLENDALE AVENUE
GLENDALE, ARIZONA

DATE:
09-19-16

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N.T.S.

SHEET NO.:
3 OF 4

BPG DWG NO.:
E19816

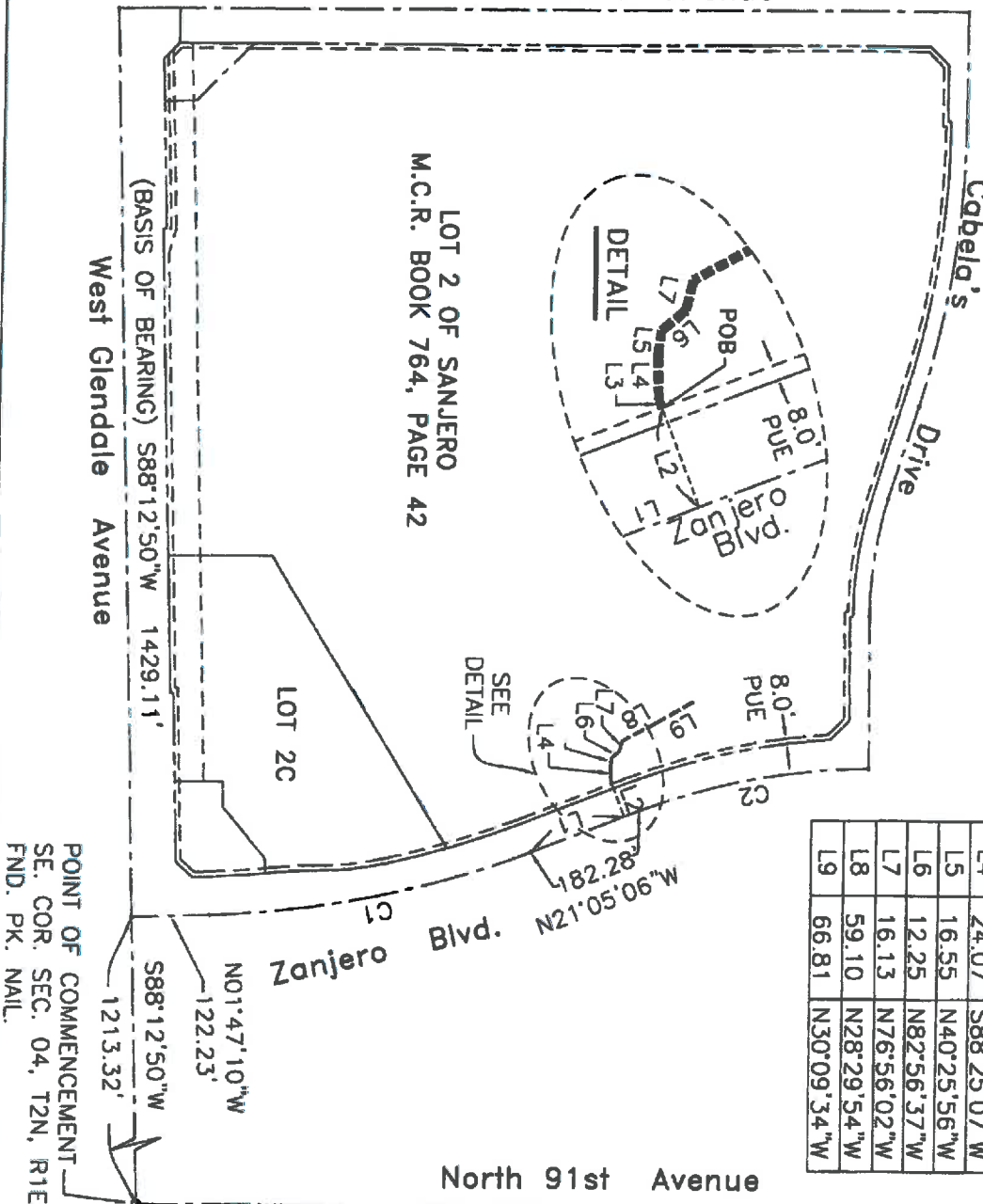
EXHIBIT "A"
LEGAL DESCRIPTION
 FOR A COX COMMUNICATIONS UNDERGROUND CABLE EASEMENT
 LOCATED IN THE SE 1/4, SECTION 04, TOWNSHIP 2 NORTH, RANGE 1 EAST
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ

North 95th Avenue



CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	505.58	1500.00	19°18'43"
C2	362.08	1000.00	20°44'44"

LINE TABLE		BEARING
LINE	LENGTH	
L1	157.09	N21°05'06"W
L2	55.50	S68°54'54"W
L3	4.51	S67°07'03"W
L4	24.07	S88°25'07"W
L5	16.55	N40°25'56"W
L6	12.25	N82°56'37"W
L7	16.13	N76°56'02"W
L8	59.10	N28°29'54"W
L9	66.81	N30°09'34"W



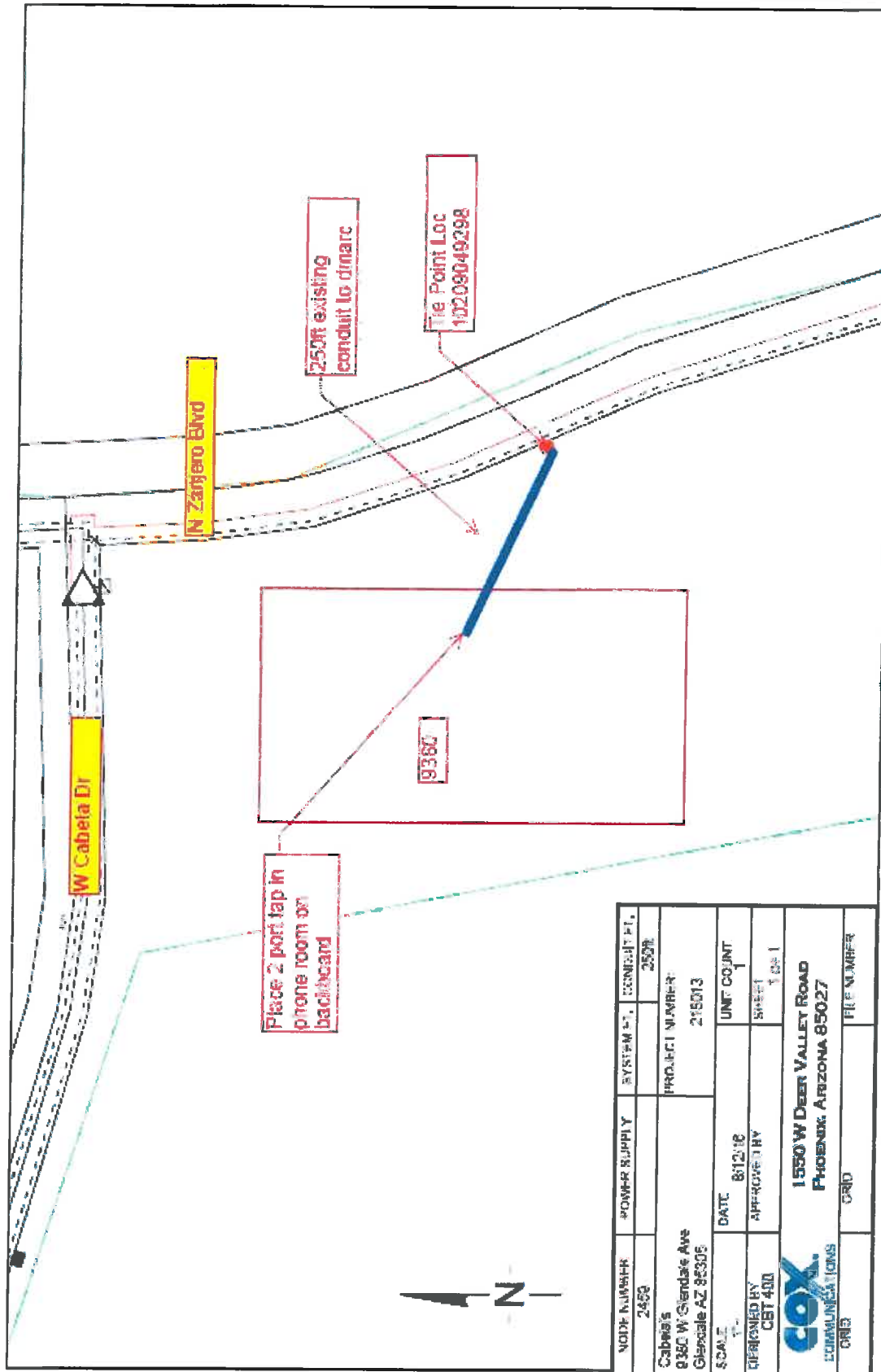
North 91st Avenue

DRAWN BY **BPG** 7307 SOUTH HARKLE AVENUE, SUITE 1
 TEMPE, ARIZONA 85283
 (602)954-2223 FAX (602)954-0801

COX COMMUNICATIONS
Cabela's (CIR 218013)
9380 W. GLENDALE AVENUE
GLENDALE, ARIZONA

DATE:
09-19-16
 SHEET NO.:
4 OF 4

SCALE:
N.T.S.
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E19816



NOID# NUMBER 2458	POWER SUPPLY	SYSTEM ST.	CONDUIT FT. 2528
Cabela's 9380 W Glendale Ave Glendale AZ 85305			
SCALE 1" = 10'		PROJ. ECI NUMBER 215013	
DESIGNED BY CBT 480	DATE 8/12/16	UNIT COUNT 1	SHEET 1 OF 1
APPROVED BY		1550 W DEER VALLEY ROAD PHOENIX, ARIZONA 85027	
COX COMMUNICATIONS		GRID	FILE NUMBER

Notes:



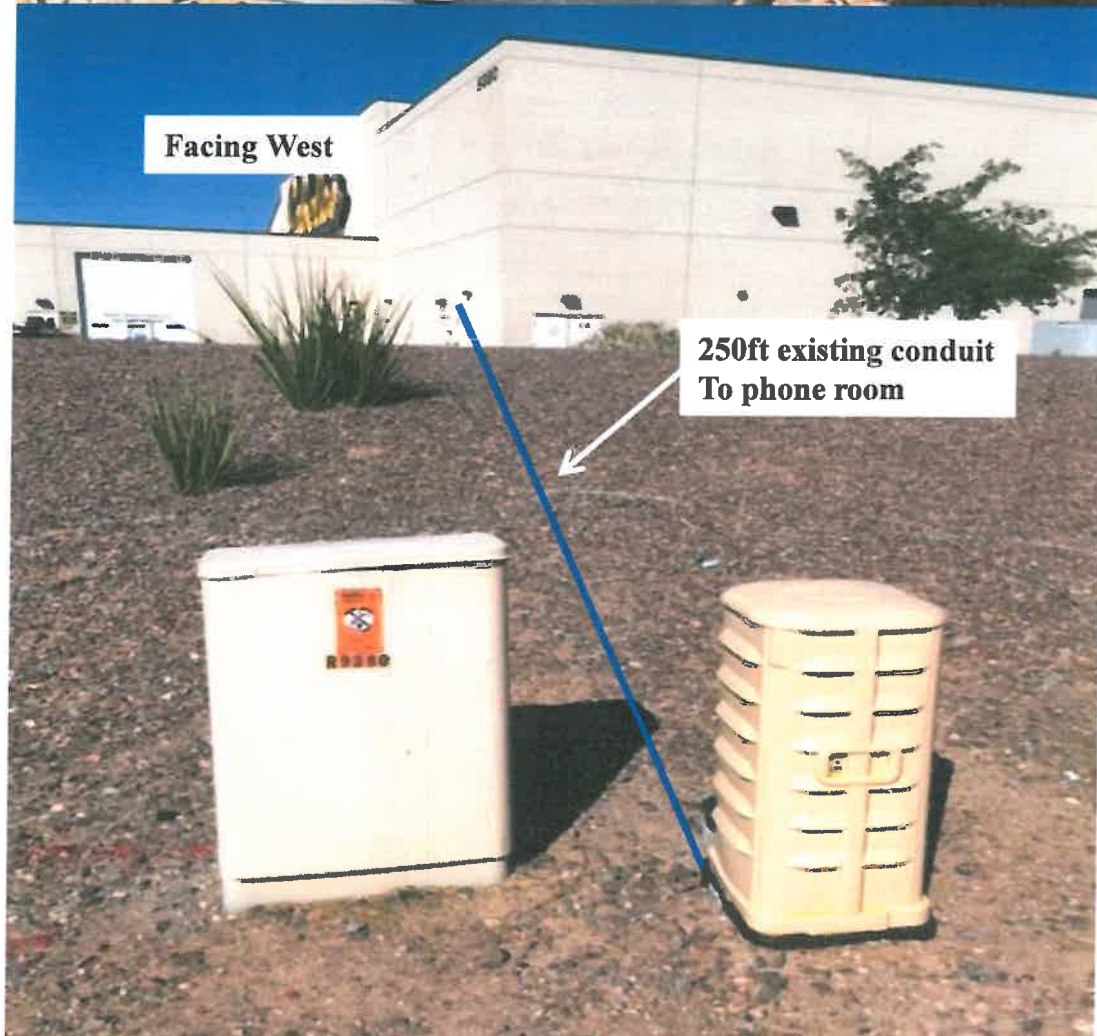
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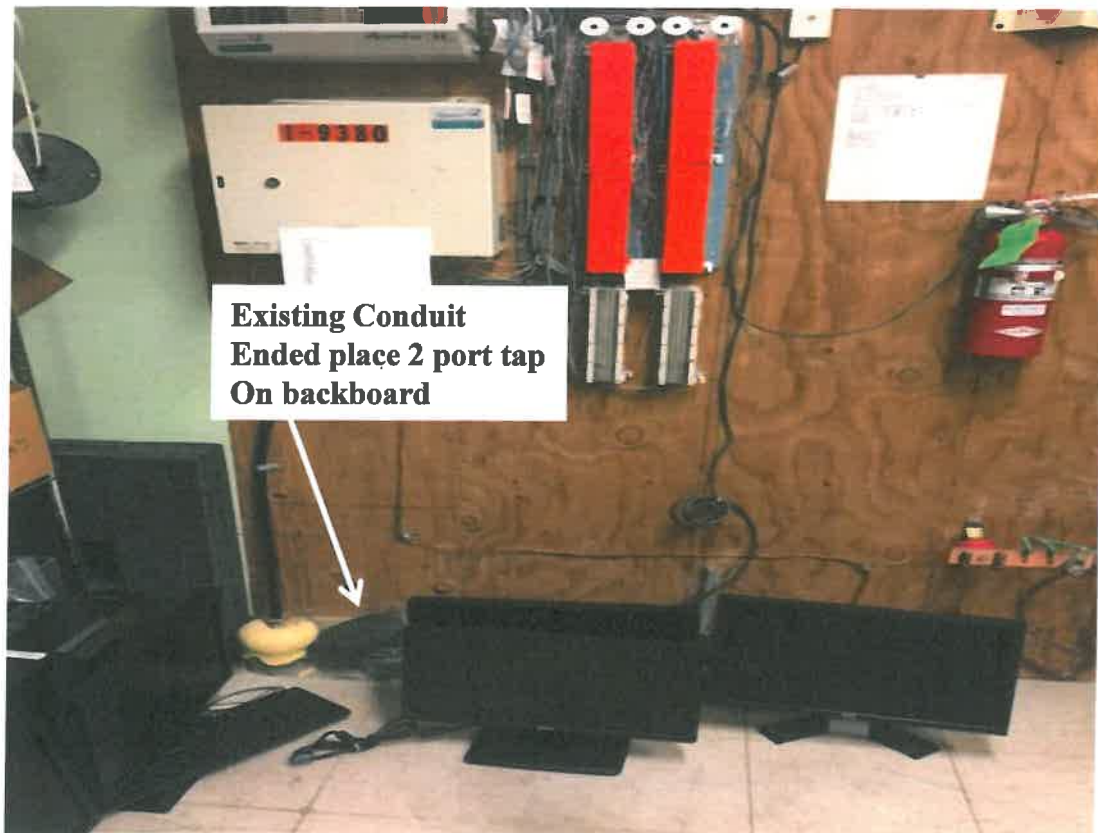
Tie Point Loc 10209049298
Existing conduit 250ft to phone room
Will need to be verified. If not to phone room
Intercept Century Link to phone room



Facing West

**250ft existing conduit
To phone room**





**Existing Conduit
Ended place 2 port tap
On backboard**