

COMMUNICATIONS FACILITIES LICENSE AGREEMENT (Commercial)

This Communications Facilities License Agreement ("**Agreement**") is entered into this ____ day of _____, 2015, 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, certain real property located at:

**6575, 6635, 6795, 6801, 6811, 6851, 6891, 6931, 6951, 6711, 6991, 6995
N Glen Harbor Blvd, Glendale, AZ 85307 ("Property").**

Owner and Cox desire to enter into this Agreement for Cox to provide its services to the Property under the terms and conditions herein.

1. Grant of Access. Owner hereby grants to Cox permission to install and maintain its communications distribution facilities, including but not limited to, equipment, electronics, cabling and wiring and wireless communications equipment ("**Facilities**") on the Property to provide voice, video, and data communications services including, without limitation, wireless communications services ("**Services**") to Owner's tenants and/or other persons occupying the Property ("**Tenants**") and to utilize the Property including any building(s) or tower(s) situated thereon, on a non-exclusive basis, for the transmission of wireless communications services and to install and maintain appropriate facilities for such wireless communications services at the Property. Owner further grants to Cox the non-exclusive right to enter the Property including all common areas and facilities to install, connect, disconnect, transfer, service, remove or 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. Upon termination of this Agreement, Cox may at its option enter upon the Property and remove any portion or all of the Facilities. Cox's right to enter upon the Property for the purpose of removing the Facilities shall survive termination of this Agreement. At Owner's written request, if such written request is made within ninety (90) days of the termination of this Agreement, Cox shall remove the Facilities (excluding "Internal Wiring" (defined below)) within sixty (60) days of Owner's request. At Cox's option, wiring and cabling may remain on the Property following termination of this Agreement.

2. Ownership of Facilities. Except for Internal Wiring, the Facilities are and shall remain the sole and exclusive property of Cox and shall not become fixtures of the Property. Internal Wiring is defined as the wiring, ports and outlets located within a commercial unit receiving Services back to the demarcation point. The demarcation point in the case of telephone Services is the building's minimum point of entry, and for all other communication Services is that point where the cabling or wiring enters the Tenant's individual commercial unit.

3. Obligations of Cox. Cox hereby agrees as follows: (i) to pay for any materials and labor reasonably necessary to install the Facilities; (ii) to keep the Property free of liens resulting from the installation of the Facilities; (iii) Owner shall have no responsibility for the Services provided by Cox to Tenants or for the proper functioning of the Facilities; (iv) to repair any damage to Owner's property including, but not limited to, the building, paved areas, landscaping, personal property and underground facilities located on the Property (including any necessary replacements), if such damage results directly from Cox's installation of the Facilities, and subject to the removal requirements in Section 1, to restore the Property to as near its condition prior to installation of the Facilities as may be practicable to Owner's reasonable satisfaction; and (v) to obtain all necessary governmental authorizations for the construction and operation of the Facilities on the Property and to perform such construction in accordance with **Exhibit "A"** attached hereto.

4. Obligations of Owner. Owner hereby agrees as follows: (i) not to use or knowingly permit others to use the Facilities or any equipment that interferes with the operation of the Facilities; (ii) not to move, disturb, or alter the Facilities or knowingly permit any third party to do so without Cox's prior written consent; (iii) that this Agreement and Cox's rights granted herein shall be binding upon Owner's successors and assigns; (iv) to notify, and provide a copy of this Agreement to, any successor Property owner of Cox's rights under this Agreement; (v) that Owner has full authority to execute this Agreement and grant the rights herein granted and there are no prior or existing agreements, nor will there be any agreements during the Term, that would be breached by the execution by Owner of this Agreement or by Cox's provision of the Services; (vi) that Owner shall provide Cox with the name and phone number of Owner's representative who will provide Cox with access to any of Cox's equipment contained within

locked facilities; (vii) to be responsible for locating all private utility lines within the Property which are not identified or covered by the local Utility Protection laws; and (viii) to provide, at its sole cost and expense, electrical service (including emergency or "backup" electrical service) for the Facilities installed by Cox at the Property.

Name: Airport Crew Leader

Phone Number: (602) 980-1401

5. Indemnification. Owner agrees to indemnify, defend and hold Cox harmless from all 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) injuries or damage to Cox's employees, agents or the Facilities arising out of or in connection with the negligent acts or omissions or intentional misconduct of Owner, its agents or employees; or (b) Owner's breach of this Agreement. Cox agrees to indemnify, defend and hold Owner harmless from all Claims, suits proceedings, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) for personal injury or property damages arising out of or in connection with (a) the negligent acts or omissions or intentional misconduct of Cox's employees and agents in the installation of the Facilities; or (b) Cox's breach of this Agreement. This Section 5 (Indemnification) shall survive the expiration or termination of this Agreement.

6. Term. The "Term" shall begin upon execution by the parties and continue for five (5) years from the first day of the first full calendar month following both parties' execution of this Agreement. Thereafter, this Agreement shall automatically renew for consecutive one (1) year terms, provided that either party may terminate the Agreement by providing the other party at least ninety (90) days written notice of its intent to terminate during any renewal term; however, Owner shall not have the right to terminate this Agreement at any time during which Cox is providing Service to any Tenants. Cox may terminate this Agreement 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, or if the applicable franchise or licenses are assigned, terminated, surrendered or revoked for any reason.

7. 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 written notice from the other party, the non-defaulting party may immediately terminate this Agreement by providing written notice to the defaulting party.

8. Subordination. This Agreement is subordinate to all valid ground leases, mortgages, and/or deed of trust of record that may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof.

9. Insurance. Cox shall maintain (a) comprehensive liability insurance with a policy limit of at least \$2,000,000 to protect Owner against bodily injury or damage resulting from the installation, operation or maintenance of the Facilities on the Property and (b) Worker's Compensation insurance in statutory amounts. All policies written pursuant to this Section 9 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.

10. Miscellaneous. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement is governed by the laws of the state where the Property is located. Cox may assign this Agreement without consent, in whole or part, to (i) to any affiliate; (ii) any entity merging with or acquiring substantially all of, the assets of Cox or (iii) any communications or information carrier providing Services to Tenants. Notices required to be given shall be sent by United States Certified Mail or nationally recognized courier to the address set forth below each party's signature. This is not a service agreement nor is Cox obligated to provide Services to the Property unless and until its Facilities have been constructed on the Property, which construction shall be at the sole discretion of Cox. Following the execution of this Agreement by Owner, Cox shall determine in its sole discretion the appropriate date to begin construction and/or installation of Cox Facilities on the Property to provide communications services to Owner's Tenants. All equipment placed in the cabinet room or MPOE by Cox belongs to Cox and in the event of bankruptcy of Tenant or Owner, or disconnection order, Cox retains the right to recover its equipment at any time (during normal business hours) within thirty (30) days.

[SIGNATURES ON FOLLOWING PAGE]

RE: 6575, 6635, 6795, 6801, 6811, 6851, 6891, 6931, 6951, 6711, 6991, 6995
N Glen Harbor Blvd, Glendale, AZ 85307

City of Glendale

Signature: Walter L. Fix
Name: WALTER L. FIX
Title: Airport Administrator
Date: MAY 26, 2015
Owner: City of Glendale
Address: 6801 N. GLEN HARBOR BLVD.
Telephone: (623) 930-4744
Email: wfix@glendaleaz.com

Cox Communications Arizona, LLC

Signature: _____
Name: Cynthia Ellingson
Title: Manager, Building Access
Cox Business, Arizona
Date: _____
Address: 1550 W Deer Valley Rd Phoenix, AZ 85027

EXHIBIT "A"

APN#:

Site Plan –Attached.



DATE: 7/6/2015 7:2/2015
6 Pages

To: Walter Fix
Phone: 623-930-2188
Fax/Email: wfix@glendaleaz.com
Subject: 6575, 6635, 6795, 6801, 6811, 6851, 6891, 6931, 6951, 6711, 6991, 6995 N
Glen Harbor Blvd, Glendale, AZ 85307

Dear Property Owner:

EC Source, Something Special Café, SimCom International Inc AZ, Richard Shaller and Glendale Aero Services have made service requests from Cox Business.

Before this service can be scheduled or installed to the building owner or a commercial tenant, the attached Access Agreement must be approved **by the Building Owner, which would include a Member of the Corporation, Partnership, Sole Proprietor, or a duly authorized individual for the Building Owner.** Please let me know if there is an Owner's Association that may require additional approval.

The Assessor's website lists the recorded owner as: **City of Glendale**

If this is incorrect, please strike out and write in the correct building owner in the first paragraph of the attached agreement.

Please review this document and respond as soon as possible via **FAX or EMAIL**

FAX Attention: Kimberly Kritkauský - Fax # 877-873-4899
Or: Kimberly.kritkauský@Cox.com

I will have the agreement countersigned, and I will return a copy to you via fax or e-mail (if e-mail is preferred, list e-mail address here: _____).

Thank you very much for your consideration.

Cox Business

**Kimberly Kritkauský – Building Access: Phone: 623-328-6700
1550 W Deer Valley Rd. Phoenix AZ. 85027**

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locked facilities; (vii) to be responsible for locating all private utility lines within the Property which are not identified or covered by the local Utility Protection laws; and (viii) to provide, at its sole cost and expense, electrical service (including emergency or "backup" electrical service) for the Facilities installed by Cox at the Property.

Name: _____ Phone Number: _____

5. Indemnification. Owner agrees to indemnify, defend and hold Cox harmless from all 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) injuries or damage to Cox's employees, agents or the Facilities arising out of or in connection with the negligent acts or omissions or intentional misconduct of Owner, its agents or employees; or (b) Owner's breach of this Agreement. Cox agrees to indemnify, defend and hold Owner harmless from all Claims, suits proceedings, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) for personal injury or property damages arising out of or in connection with (a) the negligent acts or omissions or intentional misconduct of Cox's employees and agents in the installation of the Facilities; or (b) Cox's breach of this Agreement. This Section 5 (Indemnification) shall survive the expiration or termination of this Agreement.

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7. 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 written notice from the other party, the non-defaulting party may immediately terminate this Agreement by providing written notice to the defaulting party.

8. Subordination. This Agreement is subordinate to all valid ground leases, mortgages, and/or deed of trust of record that may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof.

9. Insurance. Cox shall maintain the below minimum insurance requirements with respects to work performed within this Agreement:

Minimum Insurance Requirements

1. Workers' Compensation Insurance with Statutory Limits. This policy shall include employer's liability insurance with limits of at least \$1,000,000. Waiver of Subrogation will be endorsed onto the policy naming the City of Glendale.

2. Commercial General Liability Insurance in the minimum amounts indicated below or such additional amounts as required by City of Glendale, including, but not limited to, blanket Contractual Liability, Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of your performance of work for the City of Glendale. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$2,000,000 each occurrence and \$4,000,000 aggregate.

3. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to an agreement with the City of Glendale with minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$1,000,000 each occurrence. Coverage shall include 'any auto'.

If the contractor maintains higher limits than the minimums shown above, the City of Glendale requires and shall be entitled to coverage for the higher limits maintained by the contractor.

4. Additional Insured Verbiage – Applies to Commercial General Liability and Automobile Liability

Insurance shall include a separate endorsement (Form CG 20 10 10 or similar) naming the City of Glendale and its board members, officials, officers, agents, and employees as additional insureds.

Recommended language that your insurance company may use to describe endorsement:

The City of Glendale and its board members, officials, officers, agents, and employees are named as additional insureds under the General and Automobile Liability policies solely for liability arising out of Agreements with the City of Glendale and any operations related thereto.

5. **"Best's Key Rating Guide"** – All insurance shall be issued by a company or companies licensed to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-VII. Any exception to these requirements must be approved by the City of Glendale.

6. **30-Day Cancellation Notice** – The above stated insurance coverage's required to be maintained by the vendor shall be maintained until the completion of all of vendor's obligations under any agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the Certificate Holder. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

7. **Primary and Non-Contributory** – All insurance carried by Cox shall be primary and non-contributory with any insurance carried by the City of Glendale. The policy must be endorsed to include this verbiage and evidence of coverage provided with the certificate.

8. **Mailing Address and Certificate Holder Name:**

The City of Glendale
Insert Address

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Glendale.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Glendale. The City of Glendale may require Cox to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

10. **Miscellaneous.** This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement is governed by the laws of the state where the Property is located. Cox may assign this Agreement without consent, in whole or part, to (i) to any affiliate; (ii) any entity merging with or acquiring substantially all of, the assets of Cox or (iii) any communications or information carrier providing Services to Tenants. Notices required to be given shall be sent by United States Certified Mail or nationally recognized courier to the address set forth below each party's signature. This is not a service agreement nor is Cox obligated to provide Services to the Property unless and until its Facilities have been constructed on the Property, which construction shall be at the sole discretion of Cox. Following the execution of this Agreement by Owner, Cox shall determine in its sole discretion the appropriate date to begin construction and/or installation of Cox Facilities on the Property to provide communications services to Owner's Tenants. All equipment placed in the cabinet room or MPOE by Cox belongs to Cox and in the event of bankruptcy of Tenant or Owner, or disconnection order, Cox retains the right to recover its equipment at any time (during normal business hours) within thirty (30) days.

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RE: 6575, 6635, 6795, 6801, 6811, 6851, 6891, 6931, 6951, 6711, 6991, 6995 N
Glen Harbor Blvd, Glendale, AZ 85307

Owner: City of Glendale
Signature: Walter L. Fix
Name: WALTER L. FIX
Title: Airport Administrator
Date: 7/6/15

Address: 6801 N. Glen Harbor Blvd.
Glendale AZ 85307
Telephone: (623) 930-4744
Email or fax: wfix@glendaleAZ.com

Cox: Cox Communications Arizona, LLC

Signature: _____
Name: Cynthia Ellingson
Title: Manager - Building Access
Date: _____
Address: 1550 W Deer Valley Rd
Phoenix, AZ 85027
Fax: 877-873-1073

EXHIBIT "A"

APN#: _____

Site Plan – see attached

RPost^A® Signature Certificate

Signature Record

Document Name: 6575 N Glen Harbor Blvd LAND LEASE.pdf
Signed by: Ellingson, Cynthia (CC-Southw est)" <Cynthia.Ellingson@cox.com>
Subject: Re: Registered: RPOST | 6575 N Glen Harbor Blvd LAND LEASE
Signature Time Stamp: 6/2/2015 10:53:54 PM (UTC)

Re: Registered: RPOST | 6575 N Glen Harbor Blvd LAND LEASE
I accept the terms proposed in this message.

Original Email Details

Proposal From: "Kritkausk, Kimberly M. (CC-Southw est)" <Kimberly.Kritkausk@cox.com>
Original Subject: Registered: RPOST | 6575 N Glen Harbor Blvd LAND LEASE
Delivery Time Stamp: 6/2/2015 10:53:54 PM(UTC)

Legal Proof Records

Original Message ID: EA20AC67DE7341C127FD5F2C6E056A1539C87579
Signature Message ID: 32DD830C618ACA6F0E4D21246C51DE347B38731
Reference Code:

The electronic signature indicating acceptance, proof of content, time stamps and audit trail may be verified by, (a) reviewing the integrity of the document's digital signature and/or (b) authenticating the RPost Registered Receipt email with the above Message IDs.

www.rpost.com

An RPost Service



Signed by: Cynthia.Ellingson@cox.com
Signoff Date: 6/2/2015 10:53:54 PM UTC

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Phone Number: (602) 980-1401

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8. Subordination. This Agreement is subordinate to all valid ground leases, mortgages, and/or deed of trust of record that may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof.

9. Insurance. Cox shall maintain (a) comprehensive liability insurance with a policy limit of at least \$2,000,000 to protect Owner against bodily injury or damage resulting from the installation, operation or maintenance of the Facilities on the Property and (b) Worker's Compensation insurance in statutory amounts. All policies written pursuant to this Section 9 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.

10. Miscellaneous. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement is governed by the laws of the state where the Property is located. Cox may assign this Agreement without consent, in whole or part, to (i) to any affiliate; (ii) any entity merging with or acquiring substantially all of, the assets of Cox or (iii) any communications or information carrier providing Services to Tenants. Notices required to be given shall be sent by United States Certified Mail or nationally recognized courier to the address set forth below each party's signature. This is not a service agreement nor is Cox obligated to provide Services to the Property unless and until its Facilities have been constructed on the Property, which construction shall be at the sole discretion of Cox. Following the execution of this Agreement by Owner, Cox shall determine in its sole discretion the appropriate date to begin construction and/or installation of Cox Facilities on the Property to provide communications services to Owner's Tenants. All equipment placed in the cabinet room or MPOE by Cox belongs to Cox and in the event of bankruptcy of Tenant or Owner, or disconnection order, Cox retains the right to recover its equipment at any time (during normal business hours) within thirty (30) days.

[SIGNATURES ON FOLLOWING PAGE]



RE: 6575, 6635, 6795, 6801, 6811, 6851, 6891, 6931, 6951, 6711, 6991, 6995
N Glen Harbor Blvd, Glendale, AZ 85307

City of Glendale

Signature: Walter L. Fix
Name: WALTER L. FIX
Title: Airport Administrator
Date: MAY 26, 2015
Owner: City of Glendale
Address: 6801 N. GLEN HARBOR BLVD.
Telephone: (623) 930-4744
Email: wfix@glendaleaz.com

Cox Communications Arizona, LLC

Signature: _____
Name: Cynthia Ellingson
Title: Manager, Building Access
Cox Business, Arizona
Date: _____
Address: 1550 W Deer Valley Rd Phoenix, AZ 85027

