

**LICENSE BETWEEN THE TOWN OF VIENNA AND COX WIRELESS ACCESS,
LLC FOR USE OF THE PUBLIC RIGHT-OF-WAY**

THIS NONEXCLUSIVE LICENSE ("License") is dated this _____ day of _____, 2019, by and between the Town of Vienna, a Virginia municipal corporation (Town) and Cox Wireless Access, LLC, a Delaware limited liability company ("Licensee"). The Town and Licensee shall be referred to collectively hereinafter as the "Parties".

WHEREAS, Licensee has requested use of certain locations within the Public Rights-of-Way of the Town to install, maintain and construct communications facilities as specified in this License; and

WHEREAS, the Town has the authority and statutory obligation to regulate the use of the Public Rights-of-Way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this License; and

WHEREAS, Article 7, Section 9 of the Constitution of the Commonwealth of Virginia provides that no franchise, lease or right of any kind to use any public property or any other public easement shall be granted for a term of more than forty (40) years and then only after advertisement and receipt of bids therefor; and

WHEREAS, on June 8, 2017, the Commonwealth of Virginia enacted a new law, S.B. 1282, effective July 1, 2017, to regulate the deployment of small cell facilities in Virginia;

WHEREAS, the Town has conducted a public hearing to grant a use of the Public Rights-of-Way for a term greater than five (5) years in accordance with the laws of the Commonwealth of Virginia and the Vienna Town Code; and

WHEREAS, this License is granted subject to any and all lawful and applicable zoning conditions and conditional use permits required the Vienna Town Code; and

WHEREAS, the License is not a grant of any special private privilege or sale of public property; the parties hereby agree to the following terms and conditions:

Section 1. DEFINITIONS

For purposes of this License the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

(a) “License Fee” means the application fee described in Section 2 of this License.

(b) “Town Representative” means the then current person at the Town that oversees administration of this License, or his/her designee.

(c) “Communication Facility” or “Communication Facilities” means Wireless Communication Equipment.

(d) “Communication Service” means Wireless Communication Service and/or Backhaul Service.

(e) “Communication Site” means a location in the Public Rights-of-Way selected for the Communication Facility.

(f) “Communication Site Application” means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.

(g) “Communication Sites Inventory” means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this License.

(h) “Effective Date” shall have the meaning ascribed in Section 13 herein.

(i) “Point of Demarcation” means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.

(j) “Rights-of-Way” or “Public Rights-of-Way” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the Town or over which the Town exercises any lawful rights of management control.

(k) “Rights-of-Way Regulations” means all portions of Town ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities operating within the Public Rights-of-Way.

(l) “Rights-of-Way Manager” means the then current person at the Town that oversees the Public Rights-of-Way, or his/her designee.

(m) “Supplemental License” means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.

(n) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.

(o) “Unauthorized Communication Site” means use of Public Rights-of-Way for the installation of Communication Facility on Town poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this License.

(p) “Unauthorized Installation Charge” means the license fee payable by Licensee to Licenser under this License for an Unauthorized Communication Site.

(q) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.

(r) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in Public Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

Section 2. LICENSE FEE AND TERM OF LICENSE

In consideration of the terms hereof, the payment of required right- of-way user fees by Licensee to the Town, the License Fee be proscribed as a one-time application

license fee of \$1000.00 (“License Fee”). Such License to use right-of-way Sites is awarded by the Town to Licensee, its successors and assigns, for the term of ten (10) years and subject to the conditions and limitations described herein, a nonexclusive License to use the streets, alleys, rights-of-way, and public places of the Town as shown on the drawing attached as Exhibit B (as the same may hereafter be modified subject to the Town’s lawful and applicable permitting process) (the Drawing). The purpose of this grant is to allow Licensee’s construction and installation of a system of conduits, ducts, mains, and pipes and such other underground facilities for which permits may be issued by the Town (collectively referred to as the facilities) for the purposes of placing there the Licensee’s, Wireless Communication Equipment, wires, cables and appurtenances thereto for running a wireless infrastructure system throughout the Town to provide wireless infrastructure service to its customers in the Town, which customers in turn will provide Wireless Communications Services in the Town. Licensee will place all facilities underground unless it is not technically feasible to do so as agreed to by the Town. Where appropriate and with the written consent of the owner of any aboveground poles or structures in the Rights-of-Way, Licensee is authorized to attach Communications Facilities, including third party attachments, to aboveground poles or other structures in the Rights-of-Way to allow Licensee’s customers to provide Wireless Communications Service in the Town. Any customer providing wireless infrastructure Services in the Town must comply with any lawful and applicable state and local franchise requirements as well as any sales and use tax provided by Va. Code §58.1-645 *et seq.*

Section 3. FACILITIES LOCATION AND INSTALLATION

All facilities, under or along streets, alleys, Rights-of-Way, and public places of the Town authorized by this License to be placed and constructed, shall be located only on poles in the locations as shown on Exhibit B, attached and incorporated by reference. Prior to construction and/or attachment on any poles, in and under the streets, alleys, Rights-of-Way, and public places of the Town, Licensee shall obtain approval from the Town of Licensee's plans, showing the location of the proposed facilities. The installation of Communication Facilities on any poles shall be predicated on the application to the Town for such installation and the payment of an Application fee of \$250.00 in accordance with Va. Code §56-484.29 (as amended). Licensee shall also pay any and all nondiscriminatory zoning application fees assessed by the Town consistent with Va. Code § 15.2-2316.4(B)(2), for zoning applications to be renewed every five (5) years. If such facilities by the Licensee are already in existence, Licensee is authorized to use those facilities. When such plans have been approved, the plans, and any subsequent modifications to them agreed to by the Town, shall be effective and binding to the same extent as if they were set out fully in this License.

The installation of Licensee's Equipment and Facilities shall be performed in a workmanlike manner with minimal disruption to the general public, the Town, Town facilities, Town property, existing tenants and adjoining property owners.

Section 4. LICENSE AND FEE TO USE TOWN OWNED POLES

a. The Town also grants Licensee, subject to the approval of the Town Council in its reasonable and lawful discretion, the right to use specifically identified Town poles for the purpose of attaching Communication Facilities based on the then-current inventory of Town poles. Access to individual Town poles shall be

determined by the Town Council on a case-by-case basis pursuant to the provisions of this Agreement. Additionally, prior to the grant of any right to use any Town poles, detailed drawings, description of the Communication Facility, and engineering calculations for the specific location will be provided by Licensee for review and approval by the Town.

b. The Licensee's right to use and occupy the Public Rights-of-Way and attach to Town poles shall not be exclusive as the Town reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term on a nondiscriminatory basis.

c. Licensee shall install and operate its Equipment in a manner which shall not cause technical interference to Town or other licensees with tenancies pre-dating that of the Licensee's, and shall comply with all federal, state and local regulations governing the installation and operation of the Equipment.

d. The total height of any pole and/or associated Equipment shall not exceed thirty-five (35) feet, except for existing poles. The pole height of existing poles shall not be extended beyond the current height of the pole except upon a waiver by the Town Council, in its reasonable discretion, in accordance with Town of Vienna Code §18-172.1. The height limitation for existing poles does not include associated Equipment. In the event the Town needs to perform maintenance or repair work to any Town owned pole and/or its supporting infrastructure, the Licensee agrees to relocate their facilities temporarily or permanently if requested in writing by the Town. Except in the case of an emergency the Town will provide thirty (30) days' written notice of any routine maintenance or repair work. In the event such

maintenance or repair work will permanently prevent Licensee to operate its Equipment, this License may be terminated by Licensee by written notice to the Town. The Town will make reasonable effort to accommodate alternative space or facilities that technologically and functionally meets Licensee's needs: (i) during any maintenance or repair work, and (ii) after the completion of any maintenance or repair work, if returning the Equipment is not practicable.

e. The license fee to use specifically identified Town poles shall be proscribed as an annual per-site fee of \$100.00 per site ("Town Pole Fee"), as compensation to the Town for the use of certain specifically identified Town Poles.

Section 5. REMOVAL OF FACILITIES

Licensee agrees to relocate, at its own expense, within one hundred and twenty (120) days of written notification from the Town, all facilities which, in the reasonable discretion of the Town using recognized engineering standards, interfere, disturb or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys, Rights-of-Way, public grounds, storm drainage systems, sewer systems, water mains or other public facilities.

Licensee shall relocate the facilities using like construction, or better, if technological advances warrant such, to mutually acceptable locations. The Town shall use reasonable good faith efforts to identify mutually acceptable locations for any relocated facilities that will permit Licensee to continue to serve its existing customers and that otherwise technologically and functionally meet Licensee's needs. Any Town permits needed as a result of a relocation request by the Town, however, shall be at no cost to

Licensee. All facilities and equipment that can be feasibly located underground shall be so located.

At the termination of this License, within 120 days all facilities and equipment shall be removed and the Rights-of-Way restored to their original condition.

Section 6. DAMAGE TO PUBLIC FACILITIES

If Licensee shall, in the construction, operation, replacement, maintenance, removal or repair of its facilities, damage any pavement, street, alley, trees, sidewalk, sewer, water or other pipe or other public property (collectively Public Facilities) belonging to the Town, Licensee shall promptly repair the same at its own cost and expense.

Licensee shall immediately notify the Town Manager and the appropriate public safety agency (e.g., fire department) of any damage or injury to any Public Facilities caused by work authorized pursuant to the Franchise. Without limiting the obligations of Licensee under this License, if Licensee's repair causes the Town to incur costs, Licensee shall pay to the Town upon demand all costs reasonably incurred by the Town during the repair of such damage or injury, including, but not limited to, all costs reasonably incurred by the Town in purchasing water from alternative sources in the event of any interruption in Water Service.

If Licensee shall default in this obligation, the Town may cure such default and shall charge the reasonable costs of any such work to the Licensee in accordance with the Town's then current standard rates for such work. However, prior to performing any such work the Town will give Licensee written notice of the default and a period of thirty (30) days after receipt of such notice within which to cure the default. The Town shall extend the thirty-day period for a reasonable time if such default cannot reasonably be cured

within such period and Licensee has commenced and is diligently pursuing such cure. If Licensee does not so cure the default, the Town will provide Licensee with a written notice advising Licensee of the expiration date of the cure period and stating the date (which date shall be no less than ten (10) business days after Licensee's receipt of such notice) on which the Town intends to commence the work on Licensee's behalf.

Notwithstanding the foregoing, if such default in the opinion of the Town threatens the public health or safety, the Town shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to immediately cure such default. If the Town is unable to reasonably provide such notice or Licensee fails to immediately cure the default, the Town may commence the cure on Licensee's behalf. In any event, the Town shall immediately thereafter provide Licensee with written notice of Town's performance of such emergency work.

Prior to commencing work on any street, alley, right-of-way, or public ground, Licensee shall exercise reasonable judgment in order to avoid any inconvenience to the general public or the Town's work forces. Licensee shall not impede the flow of traffic to any greater extent than is reasonably necessary in performing any maintenance, removal, replacement, construction or repairs. Licensee shall strictly abide by the permit or approval requirements, including those requirements relating to time limitations.

Licensee is bound by all applicable lawfully enacted police power measures now or in the future adopted by the Town, in addition to the terms of this License.

Section 7. INDEMNIFICATION

Licensee shall indemnify the Town, its officers, officials and employees (for purposes of this Section only, collectively the Town), and shall hold the Town harmless

from liability on account of injury, death or damage to persons or property arising out of construction, improvement, removal, maintenance, repair or operations of its facilities. If suit shall be brought against the Town, either independently or jointly with Licensee, Licensee will defend, indemnify and hold the Town harmless in any such suit, at the cost of Licensee. If a final judgment is obtained against the Town, either independently or jointly with Licensee, Licensee will pay the judgment, including all costs and attorney fees and will hold the Town harmless therefrom. The indemnity, however, shall not apply to claims for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence or the willful misconduct or other intentionally wrongful acts or omissions of the Town, its agents or employees.

Section 8. NOTICE OF NON-COMPLIANCE

If Licensee does not comply with the terms of this License within thirty (30) days after receipt of written notice of such non-compliance from the Town, the Town, at its option, may terminate the Franchise. However, such thirty-day period will be extended for an additional period of time as is reasonable under the circumstances if Licensee's non-compliance cannot reasonably be cured within the thirty-day period and if Licensee has commenced a cure within such period and continues to diligently pursue such cure.

Section 9. TERMINATION FOR DEFAULT

If this License is terminated for default, Licensee shall release any and all permits provided by the Town to construct its facilities. Licensee may terminate at any site or location within the Town for convenience and remove its equipment therefrom at any time, and either party may terminate this License Agreement for cause.

Section 10. TERMINATION FOR RELOCATION OF POLES OR UNDERGROUNDING OF UTILITIES

This License is expressly granted subject to the right of the Town to terminate this License, upon 180 days' written notice of the relocation or undergrounding of any pole used by Licensee. Such termination will only extend to the pole or poles subject to such relocation or undergrounding. The Town agrees to terminate for relocation only to the minimum extent necessary to accommodate the relocation or undergrounding of any pole used by Licensee, and to provide for relocation as provided in Section 5 herein. Licensee acknowledges that all utility poles in the Town of Vienna are non-conforming pursuant to Town of Vienna Code §18-172.1 and any new utility poles must be undergrounded unless specifically waived by the Town Council. Accordingly, no new utility poles or extension to an extension to an existing pole shall be permitted except in accordance with Vienna Code §18-172.1. In the event such relocation or undergrounding makes it impossible for Licensee to operate its Wireless Communications Equipment, Licensee shall have the right to terminate this Agreement upon thirty (30) days' written notice to the Town.

Section 11. LOSS AND DAMAGE

Save for the negligent acts or omissions of Town, its agents, employees or contractors, Town shall not be liable for any damage to property of Licensee located on the right-of-way or for loss or damage to any property of Licensee or of others by theft or otherwise. Town shall not be liable for any injury, death, or damage to any persons or property resulting from fire, explosion, steam, electricity, water, rain, snow or leaks from any part of the installation sites or from the street or sub-surface or from any other place or by dampness. Town shall not be liable for any such damage caused by third persons, other than its agents, contractors, or subcontractors, or caused by operations in construction of any public work. Save for negligent acts or omissions or willful or wrongful acts or omissions of Town, its agents, employees or contractors, Town shall not be liable for any latent defect in the Premises or the water tank, other than as set forth herein. Neither party shall be liable to the other under this License Agreement for any consequential, special, incidental, and/or indirect damages.

Section 12. ASSIGNMENT AND TRANSFER OF INTEREST

This Franchise is not assignable or transferable without the express written permission of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. However, Licensee may assign, transfer or sublet its rights, without the consent of the Town, to any person or entity that controls, is controlled by or is under common control with the Licensee, or pursuant to any financing, merger, sale or reorganization of Licensee resulting in an otherwise legal and statutorily acceptable successor, provided the Town is advised of the action within thirty (30) days from the date of assignment, transfer or sublet. Any successor(s) or assignees in whole or in part of Licensee shall be bound by

all of the terms and conditions of this Franchise and shall be subject to all provisions, obligations, stipulations and penalties here prescribed.

The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain facilities deployed by Licensee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Facilities shall be specifically identified on any proposed installation plan and treated as Licensee's Facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such facilities; (ii) Licensor's sole point of contact regarding such facilities shall be Licensee; and (iii) Licensee shall have the right to remove and relocate the facilities.

Section 13. EFFECTIVE DATE UPON ADOPTION BY GOVERNING BODY

The rights, privileges and duties here granted shall continue for ten (10) years after the Effective Date. The Effective Date shall be the date of the Town's adoption and approval of this License by the Town Council of Vienna. Prior to the expiration of this License, the parties may make a good faith effort to negotiate and enter into a new Franchise License upon reasonable terms and conditions. The Town retains the absolute right to purchase the facilities, pursuant to law for the fair market value of the facilities upon the expiration or termination of this License, unless upon sixty (60) days' written notice of the Town's intent to purchase the facilities, Licensee has removed the facilities or has commenced such removal within such period and continues to diligently pursue such removal. Unless released by the Town, Licensee shall remove all its facilities from the

streets, alleys and public places of the Town at the expense of Licensee as soon as possible after the expiration, termination or abandonment of this License, or by such reasonable time to be prescribed by the Town Council. Except as provided elsewhere in this Section, the Town may abandon such facilities without removal upon approval.

Section 14. BOND

Upon the effective date hereof, Licensee shall provide a letter of credit or enter into a bond in the sum of Fifty Thousand Dollars (\$50,000.00), with good and sufficient surety, reasonably acceptable to the Town Attorney, conditioned to the effect that Licensee will construct and maintain, or if constructed, will maintain, the facilities in good order throughout the term of the grant, and (subject to the cure rights set forth in Section 8 hereof) will comply with this License in all respects. In the event of any noncompliance with any of the terms of this License by Licensee, the Town is caused to draw upon said bond or letter of credit thereby reducing the principal amount thereof, Licensee shall immediately cause the said bond or letter of credit to be restored to and maintained at the principal sum of \$50,000.00. Town reserves the right to require an increase in such bond or letter of credit not to exceed \$100,000.00 at such time as Licensee expands its operation to more than twenty-five (25) Communication Facility Sites.

Section 15. GOVERNMENT APPROVALS

This License is expressly conditioned upon Licensee obtaining all other necessary local, state and federal governmental approvals. Prior to the installation of any Equipment or Facilities, Licensee shall obtain all licenses, permits and other approvals required by and federal, state or local authority, including, to the extent legally required, approvals by the Vienna Town Council, Planning Commission, Board of Zoning Appeals and Board of

Architectural Review, which will permit Licensee's use of the locations as stated in Section 2 and Exhibit A, and operation of any Equipment. Additionally, upon written request from the Town, Licensee agrees to provide, not more than once a year, a report certifying its Equipment complies with all state and federal limits on electromagnetic frequency emission outputs.

Section 16. GOVERNING LAW

This License was accepted in the Commonwealth of Virginia and shall be governed by the laws thereof, which laws shall prevail in the event of any conflict of laws.

Section 17. NOTICES

Any notice to be given under this License shall be mailed or delivered to the Town of Vienna, Attention: Town Manager, 127 Center Street, South, Vienna, Virginia 22180 and to Licensee, Cox Wireless Access, LLC, 1341 Crossways Blvd. Chesapeake, VA 23320

Attention: Government Affairs with a copy to Cox Communications, ATTN: Vice President of Government Affairs, 6205B Peachtree-Dunwoody Road, Atlanta GA 30328 registered or certified mail, if mailed, return receipt requested, with postage prepaid, or by courier service, if delivered, with signed evidence of receipt; and shall be deemed delivered when received or refused by the addressee. The parties may change these addresses by like notice.

Section 18. FORCE MAJEURE

Notwithstanding the foregoing, the parties and each of them shall be excused from performing hereunder so long as performance is prevented or delayed by *Force Majeure*. For purposes of this Section, *Force Majeure* means an act of God, a natural disaster or an

act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party's reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party. The burden of proof for the need for such relief shall rest upon the Party seeking relief from performance under this Agreement pursuant to this Section. To obtain relief from performance pursuant to this Section, the Party seeking relief must file a written request with the other Party for consideration and approval, which approval shall not be unreasonably withheld.

Section 19. CHANGE OF LAW

If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change. In the event of conflicting changes to laws or regulations, and the parties cannot reconcile the conflicting changes, the parties agree that the interpretation of the conflicting provisions will be submitted to a court of competent jurisdiction for resolution and each party shall bear its costs in the judicial proceeding, including any appeals.

By:_____

Cox Wireless Access, LLC
A Delaware limited liability company
Authorized to conduct business in the
Commonwealth of Virginia

Date of Acceptance

TOWN OF VIENNA, VIRGINIA

By: _____
Mayor Laurie A. DiRocco

ATTEST:

Melanie J. Clark, Clerk

APPROVED AS TO FORM:

Steven D. Briglia, Town Attorney

EXHIBIT A

COMMUNICATION SITE APPLICATION

Applicant: _____ Date: _____

Licensee: _____ Application/License#: _____

Licensee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

If Wireless Communication Equipment:

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[Town Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires Town Representative Approval)] [Not Applicable/Needed]

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- For Town poles, include documentation from the Town Department of Public Works verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE TOWN WILL PROCESS THIS APPLICATION WITHIN 30 DAYS FOR SITES THAT RECEIVED ZONING APPROVAL BY THE TOWN PRIOR TO THE EXECUTION DATE OF THE LICENSE. FOR ALL OTHER APPLICATIONS, THE TOWN WILL PROCESS THE APPLICATION WITHIN 60 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE TOWN REPRESENTATIVE TO EXTEND THE APPROVAL DATE.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

----- **FOR TOWN USE ONLY** -----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

APPROVAL DATE: _____

EXHIBIT B
Supplemental License Form

Supplemental License No. _____
For Communication Facility Installation

This Supplemental License is entered on this ____ day of _____, _____, between the Town of Vienna, acting through its Town Representative, or his/her designee, (“Licensor”) and Cox Wireless Access, LLC, a Delaware limited liability company (“Licensee”).

1. Overview of Supplemental License – This Supplemental License applies to the Communication Sites described below.

**Authorizing
Agreement:**

License: License Between The Town Of Vienna And Cox Wireless Access, LLC For Use Of The Public Right-Of-Way

Licensor: Town of Vienna

Licensee: Cox Wireless Access, LLC

**Initial Aggregate
Annual License Fees:** _____

Commencement Date: _____

Term: Term of 10 years subject to the License Agreement.

Licensee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

If Wireless Communication Equipment:

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[Town Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires Town Representative Approval)] [Not Applicable/Needed]

2. Source of Authority – This Supplemental License is authorized and executed pursuant to the terms and conditions of the License Between The Town Of Vienna And Cox Wireless Access, LLC For Use Of The Public Right-Of-Way, as it may be amended by the Parties during its Term (“License Agreement”). All of the terms and conditions of the License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the License Agreement, unless otherwise indicated herein.

3. Approval Process – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the Town Representative on _____. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.

4. Scope of License – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

5. Conflict in Interpretation – Nothing in this Supplemental License is intended to grant Licensee any rights or privileges beyond those addressed in the License Agreement. In the

event of any conflict in contractual interpretation between this Supplemental License and the License Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to the License Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

6. Site Specific Conditions – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

7. Site Modifications – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facilities as further provided in the License Agreement, Licensee shall file a Communication Site Application with the Town Representative describing the proposed modifications. The Town Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the License Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

8. License Fee – The aggregate License Fees applicable to the License Agreement are provided in Section 2 of the License Agreement.

9. Commencement Date – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the Town Representative.

10. Term – The term for this Supplemental License, as described in Section 1 above, is set forth in the License Agreement.