

CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and COX COMMUNICATIONS CALIFORNIA, LLC., a Delaware limited liability company, ("PERMITTEE"), to be effective upon the date signed by CITY (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the owner of that real property described as: A portion of Pueblo Lot 1353, of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, in 1870, a copy of which was filed in the office of the county recorder of San Diego County, November 14, 1921 and is known as Miscellaneous Map No. 36 and as further identified by Assessor's Parcel Number 343-131-10 (the "Property").
- B. PERMITTEE offers and provides cable television programming and other related telecommunications services to the general public of the City of San Diego via installed fiber optic cables and other associated equipment.
- C. PERMITTEE maintains and operates a fiber optic cable (the "Facility") which terminates at an existing vault in front of 10260 Sorrento Valley Road. The Facility serves the greater San Diego area. As part of PERMITTEE'S project, "COX Trenching Job No. 29932", for which CITY has issued a Right of Way Permit under Project No. 294667 (the "Project"), Exhibit C, SORRENTO VALLEY ROAD UTILITY LOCATION DRAWING, PERMITTEE desires to extend the existing fiber optic cable to its customers located at 10150 and 10170 Sorrento Valley Road. In order to accomplish the extension, PERMITTEE needs to trench from the existing vault located in front of 10260 Sorrento Valley Road, in the City's Right of Way, and along a portion of the Property.
- D. PERMITTEE has requested a permanent easement and right of way (the "Easement") to construct, place, extend, operate, repair, inspect, maintain, replace and remove its Facility, in, under and through an approximate 3,310 square foot section of the Property that is approximately 338.81 feet in length and ten (10) feet in width (the "Easement Area"). However, the time it will take staff to process PERMITTEE'S easement request will delay PERMITTEE'S schedule for the installation and extension of its facility, resulting in a negative impact on the scheduled completion of PERMITTEE'S Project.
- E. To enable PERMITTEE to construct, place, extend, operate, and if necessary, repair, inspect, maintain, replace, and remove its Facility in advance of the CITY'S consideration of PERMITTEE'S easement request, CITY will grant PERMITTEE and/or PERMITTEE'S contractors' access to the Property under the terms and conditions of this Permit.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents and contractors to enter upon the Easement Area of the Property specifically set forth in EXHIBIT "A" and depicted as "EASEMENT AREA" on the attached EXHIBIT "B" (the "Permit Area").

PERMITTEE acknowledges that the granting of this Permit in no way obligates the City Council to authorize the granting of an easement to PERMITTEE, and that the City Council may, in its sole discretion, decline to authorize the granting of an easement. Should the City Council so decline to authorize the granting of an easement, PERMITTEE warrants that it will, after obtaining all required approvals and permits, immediately remove its Facility from the Property and return the Property to the condition existing prior to the Facility's placement in, and extension through, the Property.

2. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis for the purpose of contractor mobilization, materials staging, gaining access to perform the trenching and construction work related to placing its Facility in the Permit Area and extending it out to the City's Right of Way, and access to operate, repair, inspect, maintain, replace, and remove its Facility (the "Permit Project"). PERMITTEE shall only install and extend its Facility in and under the Permit Area as specifically identified as "EASEMENT AREA" on the attached EXHIBIT "B", as described in the attached EXHIBIT "A" - LEGAL DESCRIPTION and as depicted on the attached EXHIBIT "C" - SORRENTO VALLEY ROAD UTILITY LOCATION DRAWING. PERMITTEE shall obtain all construction-related permits and security for the Permit Project and the use and maintenance of the Permit Area.
3. Permit Fee. Consideration to CITY for granting the license under this Permit shall mean a one-time, non-refundable permit processing fee in the amount of Seven Hundred and Twenty-Seven Dollars (\$727.00).
4. Term. The term of this Permit ("Term") shall commence on the Effective Date, and shall expire upon the date of recordation of an easement deed, executed by CITY pursuant to a resolution of the City Council authorizing such execution, granting PERMITTEE the Easement, or three (3) years from the Effective Date, whichever occurs first. Notwithstanding the foregoing, CITY may terminate this Permit at will, in its sole discretion.
5. Notice of Work. Prior to its entering upon the Permit Area for the first time to commence the Permit Project, and prior to any subsequent re-entries, PERMITTEE shall provide CITY at least forty-eight hours advance notice of its intent to do so (the "Advance Notice"). The Advance Notice shall be given pursuant to Paragraph 22, Notices, herein.
6. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or

her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

7. **Insurance.** PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE'S liabilities under this Permit, including without limitation PERMITTEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE'S maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and all relevant endorsements for (and subject to CITY's written approval of same):

1) Commercial General Liability Insurance ("CGL") written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury, including death, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy;

(2) Commercial Automobile Liability Insurance ("Auto"), if and when PERMITTEE uses vehicles on the Permit Area and/or in connection with PERMITTEE'S use of the Permit Area, providing coverage for all bodily injury, including death, and property damage on an ISO form CA 00 01 12 90 or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease; and

(3) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE'S employees, if any, who work on the Permit Area and/or in connection with PERMITTEE'S use of the Permit Area, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.

- 7.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each CGL and Auto policy must be endorsed to include as an insured "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on

PERMITTEE'S behalf; (b) PERMITTEE'S products; (c) PERMITTEE'S work, including without limitation PERMITTEE'S completed operations performed by PERMITTEE or on PERMITTEE'S behalf; or (d) the Permit Area.

- 7.2 Primary & Non-Contributory. Each CGL and Auto policy must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives and agents as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives and agents shall be in excess of PERMITTEE'S insurance and shall not contribute to it.
- 7.3 Severability of Interest. Each CGL and Auto policy must be endorsed to provide that PERMITTEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 7.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY'S approval in each instance.
- 7.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 7.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY'S request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.
- 7.7 Modification. To assure protection from and against the kind and extent of risk existing with the use of the Permit Area for the Permit Project, CITY, at its reasonable

discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the use of the Permit Area for the Permit Project.

- 7.8 **Accident Reports.** PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the use of the Permit Area for the Permit Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.9 **Causes of Loss – Special Form Property Insurance.** PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE'S insurable property related to the use of the Permit Area for the Permit Project or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.
8. **Indemnity and Hold Harmless.** PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S officers, employees, invitees, guests, agents, or contractors which arise out of or are in any manner directly or indirectly connected with this Permit, the Permit Project, or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The rights and obligations under this section shall survive the expiration or termination of this Permit.
9. **PERMITTEE'S Risk.** PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S occupancy, use, development, maintenance, and restoration of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
10. **Revocable License.** This Permit is not a lease. It is a non-exclusive license to use CITY property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a

result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.

11. Permits and Approvals. PERMITTEE, at PERMITTEE'S sole cost and expense, shall secure all applicable permits and approvals from the applicable local, state, and federal authorities, including, but not limited to, CITY.
12. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area and the Permit Project.
13. No Assignment or Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest therein without CITY'S prior written consent.
14. Encumbrances. PERMITTEE shall keep the Property and the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit, the Permit Project, or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Property or the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber the Permit Area pursuant to the California Civil Code.
15. Permit Area Maintenance. PERMITTEE shall, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, maintain the Permit Area in good order and repair in a decent, safe, healthy and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the Permit Use. CITY shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish and debris caused by the Permit Use.
16. Inspection. CITY may, at any and all times, enter and inspect the Permit Area and/or the Permit Project.
17. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE'S agents and contractors shall not install, store, utilize, generate or sell any hazardous substance on the Permit Area without CITY'S prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance

includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a hazardous substance or hazardous waste.

17.1 Release. A "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of hazardous substances.

17.2 Hazardous Substance. "Hazardous substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

17.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area results in a release of a hazardous substance or petroleum related substance or its chemical constituents, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules and regulations of governmental authorities.

17.4 Removal. If PERMITTEE or PERMITTEE's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring hazardous materials or hazardous wastes to the Permit Area, PERMITTEE and/or PERMITTEE's contractor or agent shall remove all hazardous substances and hazardous wastes in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.

17.5 Indemnity. PERMITTEE shall protect, defend, indemnify and hold CITY harmless from any and all claims, costs and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

17.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance or petroleum related substance or its chemical constituents has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency per California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall

deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

17.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area ("PERMITTEE's Operations"), resulted in any hazardous substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE's Operations on, in, from or under the Permit Area, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental law and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

18. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY'S waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY'S delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY'S acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY'S failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

19. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
20. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between the parties. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
21. Notices. Notwithstanding the procedure detailed above for providing the Advance Notice required under Paragraph 5., Notice of Work., herein, any notice required or permitted to be given under this Permit shall be in writing and may be served personally or by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO
Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

COX COMMUNICATIONS SAN DIEGO
Right of Way Department
Attention: Glenna Taylor, Sr. Right of Way Agent
5159 Federal Boulevard
San Diego, California 92105-5486

22. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
23. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
24. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area by reason of PERMITTEE's use of the Permit Area, including without limitation licenses and permits. PERMITTEE's payment for such taxes, fees, and assessment shall not reduce any payment due to CITY, or entitle PERMITTEE to any credit or reimbursement from CITY.
25. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Project or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area. "Discretionary action" includes, but is not limited to, re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the Permit Project or PERMITTEE'S use of the Permit Area.

26. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY and its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
27. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in PERMITTEE'S use of the Permit Area, including without limitation the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring and retention of employees and contractors.
28. Equal Opportunity. If applicable, PERMITTEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. PERMITTEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. If applicable, PERMITTEE shall cause the foregoing provisions to be inserted in all of PERMITTEE's contracts for work related to this Permit so that such provisions will be binding upon each of PERMITTEE's contractors. If applicable, PERMITTEE shall fully cooperate with any investigation conducted by CITY pursuant to CITY'S Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request PERMITTEE shall submit a current Workforce Report. PERMITTEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in CITY contracts for a period of not less than one (1) year.
29. Disabled Access Compliance. If applicable, PERMITTEE shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. PERMITTEE'S compliance shall include without limitation the following:
- a. PERMITTEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment;
 - b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of PERMITTEE;
 - c. PERMITTEE shall post a statement addressing the requirements of the ADA in a

prominent place at the work site;

d. Where required by law, PERMITTEE shall, at PERMITTEE'S sole cost and in conformance with all applicable building codes, comply with applicable disabled-access requirements by making accessible any areas of the Permit Area which deny access to disabled persons; and

e. PERMITTEE shall include language in each sublicense agreement, if any, indicating the sublicensee's agreement to abide by the foregoing provisions.

PERMITTEE and each of its sublicensees shall be individually responsible for their own ADA compliance program. PERMITTEE'S failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Permit.

30. Equal Benefits. If applicable, PERMITTEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. PERMITTEE shall certify that it will maintain such equal benefits throughout the Term of this Permit. PERMITTEE's failure to maintain equal benefits shall be a material breach of this Permit.
31. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Permit and to the extent legally possible, PERMITTEE shall use its best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. PERMITTEE shall use its best efforts to hire qualified local residents and firms whenever practicable.
32. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
33. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE'S cost.
34. Water Quality Assurances. The CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the PERMITTEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Stormwater Ordinance.

Therefore, PERMITTEE shall, at a minimum, implement and comply, as applicable, with

the BMPs for industrial and commercial facilities adopted under the San Diego Municipal Code Section 43.0307(a).

It is ultimately the PERMITTEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, the PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

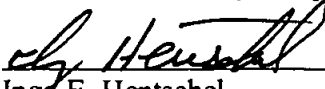
35. Joint and Severable Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
36. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation in good standing in its home state and that such entity is qualified to do business in California.

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IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

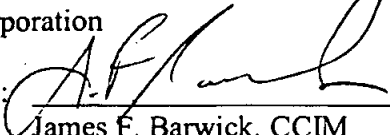
Date: 3/6/14

COX COMMUNICATIONS CALIFORNIA, LLC., a
Delaware limited liability company

BY: 
Ingo E. Hentschel
Vice President of Field Operations

Date: 3/13/14

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: 
James F. Barwick, CCIM
Director, Real Estate Assets

Environmental Analysis Section Environmental Clearance:

This activity (Right of Entry) is Categorically Exempt from CEQA pursuant to State CEQA Guidelines Sections §15301 - Existing facilities, 15302(d) - Conversion of overhead utilities to underground, and 15304(f) - Minor Alterations to Land. A Ministerial Engineering Permit (No.769359, dated 7/20/10) was issued for the activity which this Right of Entry Permit supports.

Date: 3/13/14

BY: 
Myra Herrmann
Senior Planner

Approved as to Form and Legality:

Date: 3/18/14

JAN I. GOLDSMITH, City Attorney

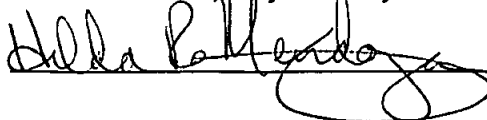
BY: 

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PUEBLO LOT 1353, OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE, IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP No. 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP No. 12099, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 7, 1982 AS FILE No. 82-135231 OF OFFICIAL RECORDS, SAID CORNER ALSO BEING ON THE SOUTHWESTERLY LINE OF SAID PUEBLO LOT 1353; THENCE SOUTH 49°21'24" EAST, 10.00 FEET ALONG SAID SOUTHWESTERLY LINE, THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40°38'36" EAST, 10.00 FEET TO A LINE PARALLEL WITH, AND 10.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHWESTERLY LINE OF PUEBLO LOT 1353; THENCE NORTH 49°21'24" WEST, 313.88 FEET ALONG SAID PARALLEL LINE; TO THE SOUTHERLY LINE OF MIRA MESA BOULEVARD AS SHOWN ON CALTRANS MONUMENTATION MAP, 11-SD-805, ON FILE WITH THE COUNTY OF SAN DIEGO, AS MISCELLANEOUS SURVEY No. 728, ALSO BEING THE BEGINNING OF A NON-TANGENT 1251.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY, THE CENTER OF WHICH BEARS NORTH 23°49'56" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°39'50", AN ARC DISTANCE OF 36.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PUEBLO LOT 1353; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49°21'24" EAST, 338.81 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION.

CONTAINING 3,310 SQUARE FEET, MORE OR LESS.

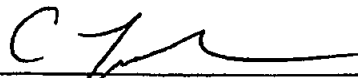
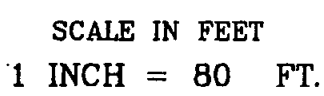
 2/26/2014
CASEY R. LYNCH, PLS 8380 DATE



EXHIBIT "B"

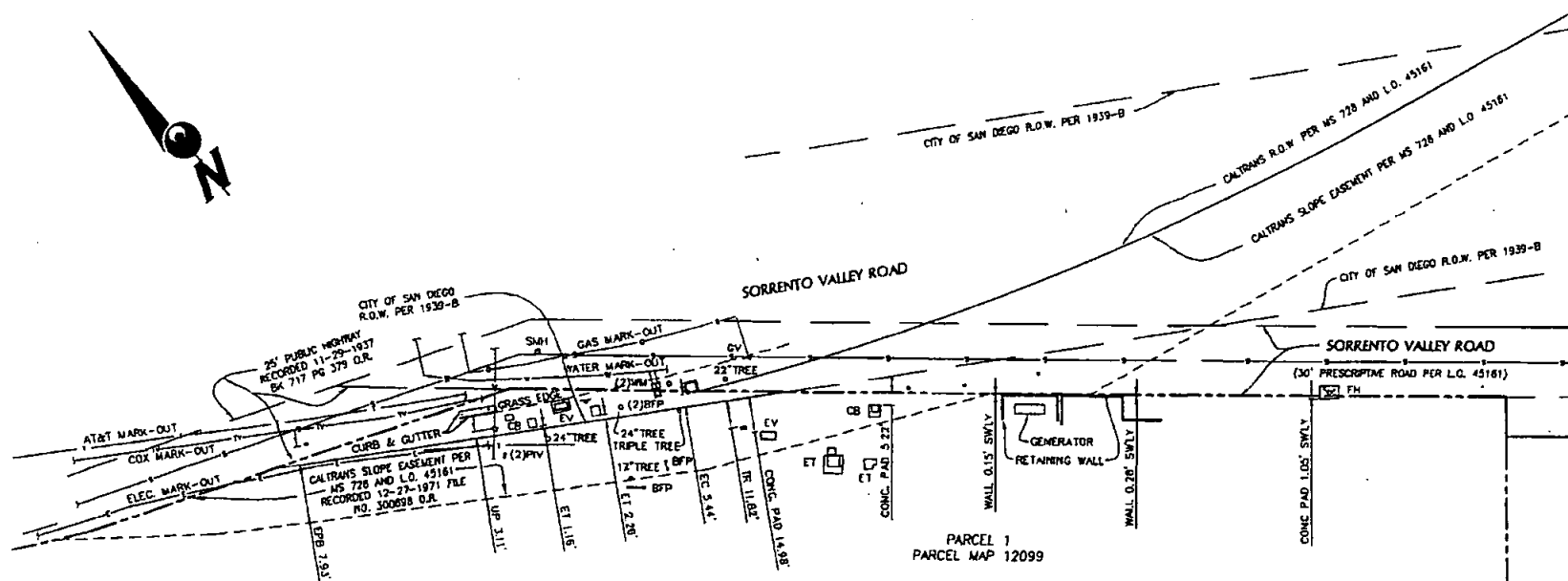
EASEMENT DRAWING



CY 2-26-2014
CASEY R. LYNCH LS 8380 DATE

EXHIBIT "C"

SORRENTO VALLEY ROAD UTILITY LOCATION DRAWING



DUTIES

ELECTRIC CABINET	☐ EC
ELECTRIC RISER	☐ ER
ELECTRIC TRANSFORMER	☐ ET
ELECTRIC VAULT	☐ EV
ELECTRIC LINE	☐ E
ELECTRIC OVERHEAD LINE	☐ OE
TELEPHONE RISER	☐ TR

GAS VALVE 22
GAS LINE 10

WATER METER	W
WATER VALVE	W
FIRE HYDRANT	F
POST INDICATOR VALVE	P
BACK FLOW PREVENTER	BFP
WATER LINE	W

SEWER MANHOLE (S) 5
SEWER LINE — 8

AT&T MARK-OUT. — T —

COA CABLE BOX ☐
COA MARK-OUT. ☐

IMPROVEMENTS

GUARD POST 0 CP
SIGN "D"
CURB & CUTTER

PROPERTY DATA

PROPERTY LINE
EASEMENT LINE

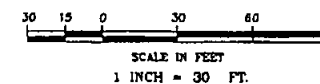
PARCEL 1
PARCEL MAP 12099

SURVEYOR'S STATEMENT:

THIS RIGHT OF WAY RECORD DATA EXHIBIT WAS PREPARED BY
ME OR UNDER MY DIRECTION. A BOUNDARY SURVEY WAS NOT
PERFORMED.

CASEY R. LYNCH LS 8380

DATE: 6-28-2012

 B&W

CONCRETE LAM

RESERVED

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T
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B
R

UTILITY LOCATION EXHIBIT
COX CABLE
SORRENTO VALLEY ROAD
SAN DIEGO, CALIFORNIA

STRUCTURAL & CIVIL ENGINEERS & SURVEYORS, 3434 Fourth Avenue, San Diego, CA 92103-4341; Phone (619) 290-5550, Fax (619) 290-6534

DATE: 8/28/2012
GROWN BY: TM
PROJECT NO: 11347
SCALE: 1"=10'

1 OF 1