

**FIRST AMENDMENT TO CABLE TELEVISION LICENSE AGREEMENT
AND CONDITIONS FOR LIMITED TERMINATION OF SERVICE**

This First Amendment to Cable Television License Agreement and Conditions for Limited Termination of Service (“Amendment”) is made and entered into as of the ____ of _____, 2017, by and between Cochise County (the “County”) and Cox Communications Arizona, LLC, a Delaware limited liability company (“Licensee”).

RECITALS

A. County granted a cable television license effective as of August 3, 2014 (“License Agreement”) to Licensee to provide cable television service in unincorporated areas of the County.

B. One of the areas served by Licensee under the License Agreement is the area that is registered with the Federal Communications Commission (“FCC”) as “an unincorporated area of Cochise County commonly known as Coronado/Whetstone” with FCC Community Unit ID (CUID) AZ0248 within Physical System ID (PSID) 002699 (“Whetstone Service Area”).

C. For purposes of illustration the Whetstone Service Area is approximately twelve (12) square miles in area and is located at the intersection of Highways 82 and 90 as depicted for purposes of illustration on the map attached Exhibit A.

D. Due to technical, economic and practical difficulties in providing continued cable television service to the Whetstone Service Area, Licensee desires to discontinue such service

E. Licensee has therefore requested relief with respect to the Whetstone Service Area from the License Agreement and its obligations there under.

F. The Board of Supervisors of County has agreed to amend the License Agreement as provided herein on the conditions that Licensee agree to certain undertakings in connection therewith.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows.

1. The License Agreement is hereby amended to add Section 7.3, to read as follows:

7.3 Changes in Obligation in Whetstone Service Area. Effective May 1, 2017, within and immediately adjacent to the Whetstone Service Area in unincorporated Cochise County, Licensee shall no longer have, and may cease to perform, any obligation under the License Agreement or otherwise to provide Cable Service, to make Cable Service available or to extend the Cable System, to residents or commercial establishments or to County Buildings. The “Whetstone Service Area” is the area that is registered with the FCC as “an unincorporated area of Cochise County commonly known as Coronado/Whetstone” with FCC Community Unit ID (CUID) AZ0248 within Physical System ID (PSID) 002699.

2. On or before May 1, 2017, Licensee shall make a one-time payment by Visa gift card of five hundred dollars (\$500) to each of its active residential and commercial Subscribers in or immediately adjacent to the Whetstone Service Area, to enable them to make transition arrangements with another provider of video services or for any other purchase they shall choose.

3. License shall at its cost remove from the Public Streets in the Whetstone Service Area on or before July 1, 2017, so much of the aboveground Cable System as Licensee used to provide Cable Service in the Whetstone Service Area as is economically feasible to remove. Excluded from removal are underground and other inert facilities whose removal would unduly disrupt the traveling public and which Licensee shall abandon in place. After this process is completed, Licensee shall deliver to the County Administrator a complete list and description of all facilities that will remain abandoned in place in the Public Streets so that the County may approve abandonment of these elements of the portion of the Cable System owned by Licensee that is located in the Whetstone Service Area.

4. Except as hereby amended with respect to the Whetstone Service Area, the License Agreement and the rights and obligations of Licensee and the County thereunder with respect to all unincorporated areas of the County are otherwise affirmed in all respects and the License Agreement shall otherwise remain in full force and effect without any penalty or any payment by Licensee except as provided in this Amendment.

5. Capitalized terms not defined in this Amendment shall have their meanings in the License Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below to be effective on the date first set forth above.

COCHISE COUNTY:

LICENSEE:

Chair, Board of Supervisors

VP and Market Manager, Southern Arizona
Cox Communications Arizona, LLC

Date _____

Date _____

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Chief Civil Deputy County Attorney

Date _____

EXHIBIT A
[Illustrative Map of Whetstone Service Area]