

WIRELESS COMMUNICATION FACILITIES

MASTER LICENSE AGREEMENT

between

THE CITY OF EVERETT

and

NEW CINGULAR WIRELESS PCS, LLC

This WIRELESS COMMUNICATION FACILITIES MASTER LICENSE AGREEMENT hereinafter (“Agreement”) is entered into by and between the City of Everett, a municipal corporation of the state of Washington, hereinafter referred to as (the “City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter referred to as (the “Company”).

RECITALS

WHEREAS, the City owns certain improved real property and structures, described in Exhibit A, attached hereto and incorporated herein (the “City Poles”), and

WHEREAS, the City owns the City Poles in its proprietary capacity; and

WHEREAS, the Company is engaged in the operation of small cell sites (“Small Cell, as further defined below”) and desires to license from the City, and the City is willing to license the City Poles, described in Exhibit A, attached hereto and incorporated herein; and

NOW THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged and in consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows.

TERMS OF LICENSE

1. Definitions

- 1.1. “City Poles” or “City Facility” means street light or utility poles owned by the City and approved for Company’s Site Equipment as further described on Exhibit A. City Poles does not include real property owned by City, including but not limited to, buildings, water towers and parks.
- 1.2. “Site Equipment” means antennas and any associated utility or equipment box, and transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Equipment to City Poles, peripherals, and wiring, cabling, power feeds, and any approved signage attached to the City Poles as authorized by a City approved Site License Addendum.
- 1.3. “Site License Addendum” means the document in the form substantially similar to Exhibit C that, when fully executed, incorporates the provisions of this Agreement and authorizes the Company to install, operate, and maintain the Site Equipment on City Poles identified in the specific Site License Addendum.
- 1.4. “Small Cell” means a personal wireless services facility that is consistent with RCW 80.36.375(2)(d) as it currently exists or is subsequently amended and as authorized by a City approved Site License Addendum.
- 1.5. “Spectrum Act” refers to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, codified at 47 USC 1455.

2. **City Poles**

- 2.1. The City represents as follows:
- 2.1.1. it owns the City Poles and all appurtenances;
 - 2.1.2. it is fully authorized to enter into this Agreement; and
 - 2.1.3. the individual executing this Agreement is authorized to bind the City to the provisions hereof.
- 2.3. The City hereby licenses to Company a portion of the City Poles, identified on Exhibit A and as approved on the Site License Addendums, attached hereto and incorporated herein by reference, together with non-exclusive access rights, to and from the City Poles, sufficient for Company's use of the City Poles, as outlined in Section 11 herein.
- 2.4. Notwithstanding Section 2.2 above and Exhibit A, Company's use of the City Poles is subject to the City's prior approval of a Site License Addendum for each City Pole. The City is not obligated to subordinate its municipal functions or proprietary interests in any way to the Company's interest under this Agreement or a Site License Addendum. In determining whether to approve the Company's application for any Site License Addendum, the City may consider any matter affecting its municipal obligations or proprietary interests. If the City determines that the usage of such City Poles is not feasible due to the City's municipal obligations or proprietary interests, the City in its sole discretion may deny or terminate a Site License Addendum.
- 2.5. Company has been provided the opportunity to examine the City Poles and accepts the City Poles AS IS, in its present condition, as part of the consideration of this Agreement.
- 2.6. The authority granted by this Agreement is a limited, non-exclusive authorization to occupy and use certain City Poles as approved by a Site License Addendum. Such use must also be in compliance with the Everett Municipal Code (the "EMC") and all other federal, state, and local laws and regulations, including without limitation, City Design and Construction Standards and Specifications for Development, as they now exist or are subsequently amended.
- 2.7. Nothing contained within this Agreement shall be construed to grant or convey any right, title, or interest in the City Poles to the Company other than for the purpose of placing and operating the Site Equipment. Further, nothing in this Agreement shall be interpreted to create or vest in Company any easement or other ownership or property interest to any City Poles, property, or rights-of-way. This Agreement shall not constitute an assignment of any City's rights to City Poles, property, or rights-of-way.

3. **Allowed Use**

- 3.1. Company may install, operate, maintain and remove, at Company's sole responsibility and expense the Site Equipment as described and depicted on a City

approved Site License Addendum. Company shall not use the City Poles for any other purpose whatsoever without the prior written consent of the City, which consent may be withheld for any reason.

- 3.2. Prior to use of the City Poles by Company, Company must have a valid telecommunications franchise in effect with the City.
- 3.3. Prior to use of the City Poles by Company, Company and City must execute a Site License Addendum in the form substantially similar to Exhibit C that covers the specific City Poles and location of Company's Site Equipment. All Site License Addendums shall identify where Company intends on installing the Site Equipment and must be independently approved by the City, as described in Section 27.
- 3.4. All Site License Addendums are subject to the terms and conditions of this Agreement. Further, the Company acknowledges and agrees that as a result of the City's review of the Site License Addendums, the City may deny the installation of Site Equipment outright or require additional terms and/or conditions which will be stated in each Site License Addendum. The City is under no obligation to accept the installation of the Site Equipment on the City Poles if it determines in its sole discretion that the installation will interfere in any way with the City's electrical or communication facilities and their maintenance and operations or the City determines that such installation would conflict with City policy.
- 3.5. Company represents, warrants and covenants that its Site Equipment installed pursuant to this Agreement and each Site License Addendum will be utilized solely for providing data and voice coverage and capacity for mobile device users. Company is not authorized to and shall not use its Site Equipment to offer or provide any other services not specified herein without prior written permission from the City and any other necessary permits and approvals, including but not limited to installation and operation of wires and facilities to provide backhaul transmission service to a third party or the expansion of the facility to include additional antenna, radios and other infrastructure that would eliminate concealment or transform the City Poles into a macro cell site. Further, Company is expressly prohibited from modifying the Site Equipment to permit the provision of additional services without the express written permission from the City.
- 3.6. Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all existing and future public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the City, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the City or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. However, the City agrees that to the extent it permits any other tenants, licensees, or users, to use the City Poles such third party will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with the existing industry standards to the then existing

equipment of Company; provided, however that this exception shall not apply to the extent such equipment is deployed for the public health and safety.

- 3.7. In any situation where Company has a choice of attaching its Site Equipment to either City Poles or third-party-owned property, Company shall use good faith efforts to attach to the City Poles, provided that (a) such City Poles are at least equally suitable functionally for the operation of the Small Cell services and (b) the use fee, construction and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to Company of attaching to the alternative third-party-owned property.
- 3.8. The City may allow the Company to replace existing City Poles if they are not structurally capable of holding the Site Equipment, for and in consideration of Company's agreement to design and pay all costs for the new City Pole, including all costs to accommodate the Site Equipment that are incurred by other utilities, companies or the City, who own existing attachments or equipment on the City Poles. Costs shall also include any dismantling or removal of the existing City Pole. Additional costs that Company may be liable for include, but are not limited to, replacement of foundation, replacement streetlight, replacement of junction boxes to non-skid boxes, additional conduit if needed, and geotechnical analysis that all systems meet the National Electrical Code. The design of any such replacement poles will need to be approved by City prior to installation. Upon completion of the construction and inspection or acceptance of the City Facility, the Company hereby deeds the Facility to the City, without need for further documentation or agreement, and shall continue to own its Site Equipment.

4. **Effective Date**

All references in this Agreement to the "Effective Date", "the date hereof", or similar references shall refer to the date of last signature.

5. **Term**

The term of this Agreement shall commence as described in Section 4 above, and shall expire ten (10) years from effective date ("Initial Term"); provided that this Agreement may be extended for three additional five (5) year terms (each additional five (5) year term is a "Renewal Term"). Each Renewal Term shall be automatic unless either party provides written notice to the other at least six (6) months prior to the expiration of the Initial Term or first Renewal Term that such party does not intend to renew the Agreement. The Initial Term and the Renewal Terms shall collectively be referred to as the "Term". The Site License Addendums shall not extend this Agreement. Such Site License Addendums shall terminate with the expiration or termination of this Agreement.

6. **Compensation**

- 6.1. Prior to execution of this Agreement, Company shall pay a one-time fee in the amount of Five Thousand Dollars (\$5,000) for the Owner's consideration of the Agreement.

- 6.2. Company shall be responsible for paying a non-refundable administrative fee for the processing and review of Site License Addendums by City equal to Two-Hundred Fifty Dollars (\$250) ("Administrative Fee") to City for each City Pole requested in a Site License Addendum submitted for review and approval. The Administrative Fee shall be submitted with every Site License Addendum as a prerequisite to begin review of the Site License Addendum. Company shall have the right to amend the Site License Addendum to correct errors or provide additional information without having to pay a second Administrative Fee. The Administrative Fee shall increase as of January 1st of each successive year by adding an adjustment equal to three percent (3%) over the Administrative Fee paid for the immediately preceding year.
- 6.3. Rent for each Small Cell Facility installed under each Site License Addendum shall equal Eight Hundred Dollars (\$800) per year ("Rent"), adjusted as described in Section 6.4 below. This Rent shall include only the Site Equipment described on Exhibit A, if additional equipment, numbers of antenna, or sizes are later modified as allowed by the City, the Rent may increase accordingly.
- 6.4. Rent is due annually on or before January 1st. Rent for each Site License Addendum commences on the first day of the month following execution of the Addendum pro-rated through January 1st of that year. The Rent will increase as of January 1st of each successive year by adding an adjustment equal to three percent (3%) over the Rent paid for the immediately preceding year.
- 6.5. The City is in no way obligated to provide electrical service in any manner for Site Equipment. If City does provide electrical service in any manner, Company is responsible for and agrees to reimburse the City for any such electrical service. The reimbursement of such electrical services shall be paid to the City on a calendar quarterly basis.
- 6.6. Rent shall be delivered or mailed to the City Clerk. Rent payment must reference the City's site name and address and Company's site ID#.
- 6.7. Receipt of any Rent by the City, with knowledge of any breach of this Agreement by Company, or of any default on the part of Company in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement.
- 6.8. If after the end of the Initial Term or any Renewal Term, as the case may be, Company remains in possession of Site Equipment on the City Poles without entering into a new license with City, and/or City has not provided written notice to Company that Agreement will not be renewed, Company shall become a holdover tenant whose occupancy may be terminated upon thirty days written notice. Company shall pay Rent on January 1st for all holdover Site License Addendums in the amount of One Hundred-Fifty percent (150%) of the annual adjusted rent. Upon expiration or termination of this Agreement, the parties may negotiate in good faith the terms of a successor agreement.
- 6.9. If any sums payable to City under this Agreement are not received by the City on or before the fifth (5th) day following its due date, Company agrees to pay a late fee of

ten percent (10%) of one month's Rent for all Site License Addendums for which payment was not received. Where a check is returned to the City by a bank or other financial institution with the indication that the check cannot be honored, there shall be a fee assessed to Company based on the current statutory maximum allowed. City and Company agree that such charges represent a fair and reasonable estimate of the costs incurred by City by reason of late payments and uncollectible checks, and the failure by Company to pay any such charges by no later than thirty (30) days after Company's receipt of written demand therefore by City shall be a default under this Agreement. City's acceptance of less than the full amount of any payment due from Company shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by City.

- 6.10. City hereby agrees to provide to Company certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under, this Agreement, including a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Company, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Company.

7. **Taxes, Assessments & Utilities**

- 7.1. In addition to the Rent, Company shall pay annually in advance to the City the then current, applicable leasehold excise tax, unless the Company is centrally assessed by the State of Washington and provides documentation, that is acceptable to the City, of its central assessment, which evidence shall then be attached to this Agreement as Exhibit D. If Company is centrally assessed by the State of Washington and Company provides satisfactory evidence of its central assessment to City, then for any and all periods that Company reports the property as operating property, as defined in RCW 84.12.200, Company will not be required to pay leasehold excise tax to City. Should the City collect from Company and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or over-payment of tax by Company, Company shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement.

8. **Permits**

- 8.1. Prior to performing any construction, maintenance or repair work on the City Poles, the Company shall secure all necessary federal (including any FCC or FAA requirements), state and local (including land use/zoning approvals and construction and right-of-way permits) permits and approvals (collectively referred to hereinafter as "Government Approvals") at its sole expense. The City hereby authorizes Company to make any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for construction, maintenance, or operation of the Site Equipment on the City Poles. Notwithstanding the above, the City has certain obligations and procedures as a municipality, including but not limited to permitting procedures, zoning requirements and Council approval requirements, and this provision will in no

way prevent the City from adhering to its procedures or exercising its obligations under the EMC. Further, Company must receive City approval prior to acceptance of any Government Approvals that will modify the placement or types of Site Equipment.

- 8.2. Company must obtain Governmental Approvals for each Site License Addendum prior to the commencement of any build-out of the Site Equipment and within nine (9) months after the effective date of the Site License Addendum. The Site License Addendum shall automatically terminate on the expiration of such nine (9) month period if the necessary Government Approvals are not obtained; provided, however that such nine (9) month period may be extended by the City, which approval shall not be unreasonably withheld. No Site Equipment shall be permitted on the City Poles prior to the granting of such Governmental Approvals.
- 8.3. Company shall complete installation of its Site Equipment approved by the City pursuant to a Site License Addendum no later than nine (9) months after the receipt of Governmental Approvals, and shall commence operation no later than three (3) months after installation, which such dates may be delayed due to any force majeure event or mutually agreed upon by the parties. Failure of Company to complete installation or commence operation of the applicable Site Equipment as provided above shall permit City to terminate the affected Site License Addendum upon thirty (30) days notice to Company unless within such thirty (30) day period, Company shall complete installation or commence operation, as applicable. Company may request an extension of the timelines listed in this Section 8.3, for up to an additional three (3) months, which extension shall not be unreasonably withheld.

9. **Non-Interference with City Poles**

- 9.1. Company shall not use the City Poles, adjacent right of way, or access areas in any way not otherwise approved by this Agreement or the Site License Addendum. Outside the historic use of the City Poles, the City shall not use, nor shall the City permit its tenants, employees, or agents to use any portion of the City Poles in any way which materially interferes with the operations of Company authorized by this Agreement. Such new interference shall be terminated within a reasonable time upon written notice to the City. Notwithstanding the foregoing nothing in this Section shall be construed to imply that Company is seeking or entitled to an exclusive license with the City which will interfere with the historical or planned uses of the City Poles by the City.
- 9.2. The City agrees that it will require any other subsequent occupants outside of the historical uses of the City Poles to provide to Company and the City the same assurances against interference and any subsequent occupants outside the historical uses of the City Poles, shall have the obligation to eliminate any unreasonable interference with the operations of Company caused by the subsequent occupants.
- 9.3. To the extent any Company Site Equipment interferes or disturbs equipment owned by any third party, Company shall notify such third party directly and shall make good faith efforts to resolve the matter with such third party prior to involving the City.

10. **Radio Frequency Interference Study**

- 10.1. Company must comply with all laws including all laws relating to the allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the City Poles, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Site Equipment alone or from the cumulative effect of the Site Equipment added to all other sources on or near the City Poles. Company must provide to the City a copy of the report, required for Company's Site License Addendum, of an independent engineering consultant analyzing whether RF and EMF emissions at the proposed City Poles would comply with FCC standards, taking into consideration the Site Equipment installation specifications and distance to residential windows (each, an "Emissions Report"). If not provided earlier, Company must submit the Emissions Report to the City with the applicable Site License Addendum application. Further, Company shall, at its own cost and expense, perform an RF emissions test following installation to validate that the Site Equipment once installed complies with the FCC standards.
- 10.2. The results of this study shall be reviewed by any other pre-existing lessee, user or occupant with communication uses currently located on the City Poles. If as a result of the interference study it is determined that operation of Company's Site Equipment would significantly interfere with the operation and use of any other authorized communications facilities on the City Poles, operated by the City, PSERN (or its successor entity) or another pre-existing authorized communications facility or other pre-existing lessee, user or occupant, the Company or City may terminate the Site License Addendum upon thirty (30) days' notice to the other party and neither party shall have any further obligations or responsibilities related to that Site License Addendum.
- 10.3. If, after Company initiates operation of its Site Equipment, the City has reason to believe that Company's operation of its Site Equipment has caused or is causing any electrical, electromagnetic, radio frequency, or other interference with the operation and use of any other authorized communications facilities on the City Poles, whether operated by the City, PSERN (or its successor entity) or another pre-existing lessee, user or occupant with rights prior in time to Company, upon notice, Company shall promptly commence curative measures until the interference has been corrected to the reasonable satisfaction of the City of the facilities being interfered with. If such interference has not been corrected within thirty (30) days of Company's receipt of the initial notice from City, Company or City may terminate the Site License Addendum upon thirty (30) days' notice to the other party and neither party shall have any further obligations or responsibilities under the Site License Addendum.
- 10.4. Company shall not affix or mount any antennas, devices, equipment or related material, in any manner or in any location which would cause degradation in the operation or use of communications systems at the City Poles which serve the City or other existing users. This would include but not be limited to impacting the received or transmitted signal strength or patterns of any systems at the site serving the needs of the City. If at any time the operation of Company's Site Equipment interferes with the reception or transmission of public safety communications, Company shall

immediately cease operation of the site until such time as the interference is corrected.

- 10.5. Company's Site Equipment shall include an emergency override switch for use by the City that would turn off the system in case of a public safety emergency or if Company fails to turn off the system to allow City to access it pole upon notice by the City as provided for in Section 15.8.

11. **City Poles Access & Security**

Company shall comply with the following:

- 11.1. Company is hereby granted a non-exclusive right to access the City Poles for maintenance, operation and/or repair of the Site Equipment. Company shall obtain all necessary Governmental Approvals prior to such maintenance operation and/or repair.
- 11.2. Company shall use its best efforts to perform such repairs during such hours that will minimally interfere with the City's primary use of the City Poles. Company is required to give forty-eight (48) hours advance notice to the City before accessing the City Poles to perform normal/regular maintenance of the Site Equipment; provided that Company shall be permitted access to the Site Equipment without being required to give notice in the event of an emergency, provided that the Company shall submit to the City, no later than fifteen (15) days after the emergency, a written report describing the emergency and the reason(s) why immediate access to the City Poles was required. In the event of (i) a public emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal accidents, and/or (ii) during City use at the City Poles, Company's access may, at the reasonable discretion of the City, be temporarily limited or restricted; provided, that any temporary limitation or restriction in Company's access shall be restored as soon as the circumstances shall allow, as determined by the City, in its sole discretion.
- 11.3. Company shall designate a Site Equipment Manager, and a secondary contact person to serve as the primary point of contact for the City with regard to Site Equipment maintenance and access. The contact information for such contacts is attached hereto as Exhibit G. Company may designate a new Site Equipment Manager or secondary contact person by providing notice to the City pursuant to Section 35.5. Company shall communicate and provide notice to the City staff designated on Exhibit G for all maintenance and access requirements.
- 11.4. Company shall meet with the City, and other telecommunications operators if necessary, upon request, to schedule and coordinate construction and maintenance of the City Poles, Site Equipment and use of the rights-of-way.
- 11.5. To the extent a City pole is not publicly accessible, then outside the City's regular business hours, Company shall be required to contact the on-call staff detailed on Exhibit G to make arrangements for City staff to provide access. Company shall be responsible for any reasonable costs incurred for the on-call time to respond to the after-hours access. Payment is due thirty (30) days after receipt of invoice.

12. **Compliance with Laws; Hazardous Materials**

- 12.1. Company shall, at all times and at its sole responsibility and expense, comply with all applicable laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, state and federal governmental authorities or regulatory agencies (“Laws”) relating to the construction, operation and/or maintenance of the Site Equipment, including FCC regulations for compliance with limits on human exposure to radio frequency (RF) emissions. Company shall, upon the request of City, and at Company’s sole expense perform periodic testing of its RF emissions to validate that such emissions does not exceed FCC regulations. Company shall defend, indemnify and hold harmless the City and its employees and agents against any claims arising from any violations by Company, its agents or employees, of any such Laws. The indemnity provision of this paragraph shall survive the termination or expiration of this Agreement.
- 12.2. Company shall not use the City Poles for any illegal purposes nor violate any applicable law, nor cause or permit any nuisance, nor trespass, nor do any act on the City Poles which would increase the rate of insurance thereon; nor deface, damage or overload the structural components of any City Poles.
- 12.3. Company shall not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on the City Poles which would cause the City Poles to be in violation of any applicable laws or which would require remediation or correction to the City Poles.
- 12.4. “Hazardous Materials” means any dangerous, toxic or harmful substance, material or waste that is or becomes regulated by any local government authority, the State of Washington, or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. Company shall be responsible for all spills or other releases of any Hazardous Materials that may occur on the City Poles arising out of Company’s activities or caused by the Company, its employees, contractors, subcontractors, or invitees; and, at Company’s cost, shall promptly conduct any investigation and remediation as required by any applicable laws, at Company’s sole cost.
- 12.5. Company shall indemnify, defend and hold harmless the City from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, diminution in the value of the City Poles, damages for loss or restriction of use of the City Poles, and sums paid in settlement of claims, attorneys’ fees, consultant and expert fees, investigation, clean-up, remediation or other costs incurred or suffered by the City, arising out of any use, storage, release or disposal of Hazardous Materials by Company, its employees, contractors, subcontractors, or invitees. This indemnification shall survive the termination or expiration of this Agreement.

13. **Advertising Devices, Signs & Lighting**

- 13.1. Company shall not place any advertising devices in, on or about the City Poles.

- 13.2. Company shall post and maintain on the City Poles appurtenant thereto a sign giving an emergency telephone number. Such sign may not exceed eight (8) inches in height and the width of the pole. The sign shall contain the street light identification number, service number and emergency contact for both the operator and backhaul provider. The mounting height of the sign shall be consistent with state and federal law, and the design approved in the Site License Addendum. No other Company signs are permitted on or about the City Poles, unless required by Law.

14. **Maintenance/Stewardship**

- 14.1. Company shall, at its own expense and at all times, keep the Site Equipment in good order, repair and condition and keep and use the City Poles in accordance with all Laws. Company shall permit or cause no waste, damage or injury to the City Poles. Company is responsible for any damage caused to City Poles by Company and shall coordinate with City an appropriate schedule and plans for repairs to any damaged City Poles, which repairs will be at the sole cost of Company.
- 14.2. City shall have no obligation to maintain or safeguard the City Poles, except that City shall not intentionally permit access to the Site Equipment to any third party without the prior approval of Company, except as otherwise provided herein or in an emergency situation.
- 14.3. Company must be a member of the state one-call service and comply with all provisions of Ch. 19.122 RCW.

15. **Repairs by City; Increased Maintenance Costs; Emergency Situations**

- 15.1. City reserves the right to make alterations, repairs, maintenance, additions, improvements, and all other similar work to all or any part of the City Poles for any purpose. City shall make a good faith effort to give Company twenty-four (24) hours prior notice of any City work if such work will impair the operation of the Site Equipment. Such notice shall be given to the Company's Site Equipment Manager. Further, City shall allow a representative of Company to observe the work and City shall take reasonable steps not to disturb Company's normal use of the Site Equipment. Company's use of the City Poles may not impede or delay City's authority and ability to make any changes to the City Poles.
- 15.2. Pursuant to the design requirements agreed to between the City and Company, Company shall install a disconnect switch to enable the City to disconnect Company's Site Equipment in order to safely work on the City Poles.
- 15.3. City shall have no duty to Company to make any repairs or improvements to the City Poles.
- 15.4. City is not responsible for any third party damage to Site Equipment.
- 15.5. In the event that the presence of Company's Site Equipment on the City Poles results in increased maintenance or repair costs to the City, Company shall, within thirty (30) days of receipt of written notification by the City, which shall include documentation

evidencing such increase as the result of Company's use, pay City for the incremental maintenance or repair costs incurred by the City.

- 15.6. In the event of any emergency in which any of Company's Site Equipment immediately endangers the property, life, health, or safety of any person, entity or the City Poles, or if Company's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any person, entity or the City, Company shall immediately take the proper emergency measures to repair its Site Equipment and to cure or eliminate the dangerous conditions for the protection of property, life, health, or safety of any person, entity or the City. Company shall notify the City, orally or in writing, as soon as practicable following the onset of the emergency. The City retains the right and privilege to take proper emergency measures, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If the City becomes aware of an emergency before the Company, then the City shall notify Company by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Company's operations.
- 15.7. The City will not be liable in any manner, and Company hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's access to the Site Equipment, including the removal of Company's Site Equipment from a City Facility in an emergency, except damage resulting directly and exclusively from the gross negligence or willful misconduct of the City or its agents not contributed to by the acts, omissions, or negligence of Company, its agents, or contractors.
- 15.8. City may request that Company turn antennas and other Site Equipment producing radio frequency off when the City performs any work on the City Facility. The City will endeavor to provide Company 24-hours advanced oral notice to Company of maintenance and installation work with estimated outage time and required power-down of the Site Equipment. If the Company fails to turn off the Site Equipment producing radio frequency, the City may turn them off.
- 15.9. City shall not be liable for any damages to any person or property, nor shall Company be relieved from any of its obligations under this Agreement, as a direct or indirect result of temporary interruption in the electrical power provided to the City Poles. Under no circumstances shall City be liable for indirect, special, incidental, or consequential damages resulting from such an interruption.

16. **Sub-license & Assignment by Company**

- 16.1. Company may not sublicense or co-locate any other broadcast equipment on the City Poles or Site Equipment, without express written consent by City, which consent can be denied by the City for any reason.
- 16.2. Neither this Agreement, nor any rights created by it, may be assigned, or transferred without written permission from the City. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Agreement and Company's obligations hereunder by the assignee.

- 16.3. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Further, no assignment or transfer of this Agreement shall be deemed to occur based on the public trading of Company's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Agreement.
- 16.4. Notwithstanding the foregoing, Company may assign its interest in this Agreement, without the City's consent, to any entity which controls, is controlled by, or is under common control with Company, or to any entity resulting from any merger or consolidation with Company, or to any partner or member of Company, or to any partnership in which Company is a general partner, or to any person or entity which acquires fifty-one percent (51%) or more the ownership of Company or fifty-one percent (51%) or more of the assets of Company, or to any entity which obtains a security interest in a substantial portion of Company's assets; provided, that the assignment includes an assumption of all obligations of Company under this Agreement by the assignee; and provided further, that Company shall provide the City with a copy of said written assignment, acceptable to the City, and a copy of the additional insured endorsement and Certificate of Insurance in a and any applicable bonds, all on forms acceptable to the City, within thirty (30) days prior to the effective date of the assignment. Any such assignment shall not serve to release Company from its obligations under this Agreement unless City specifically consented to the assignment in writing. Such assignment shall be contingent on the assignee obtaining a City business license.
- 16.5. The City's consent to one assignment shall not waive the requirement of obtaining the City's consent to any subsequent assignment.
- 16.6. Except for a permitted assignment as provided in Sections 16.3 and 16.4, Company shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent.

17. **Sub-license & Assignment by City**

- 17.1. Should the City sell, lease, license, transfer, or otherwise convey all or any part of the City Poles that is the subject of this Agreement to any transferee other than Company, such transfer shall be subject to this Agreement, unless the City, in its sole discretion chooses to terminate this Agreement, in which case it will provide Company with one hundred twenty (120) days prior written notice.
- 17.2. The City retains the right to sublicense or enter into any type of agreement for any portion of the City Poles for any reason, including but not limited to, co-locating wireless facilities, if it will not unreasonably interfere with the Company's use of the City Poles.

17.3. The City may transfer and assign its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against the City hereunder, provided that the assignee or transferee assumes, in writing, all of the City's obligations under this Agreement, which shall remain in full force and effect.

18. **Improvements, Fixtures and Personal Property; Inspection by City**

- 18.1. The City agrees that, notwithstanding any provision of statutory or common law, the Site Equipment and any other Company improvements to the City Poles, including but not limited to personal property, shall not become part of the City Poles or any structure on the City Poles, but shall remain the exclusive property of the Company.
- 18.2. Prior to installing any new equipment or other improvements on the City Poles after the Effective Date or the effective date of any Site License Addendums, Company shall submit to the City for approval such information regarding the proposed work as the City may request, including, without limitation, plans and specifications of the planned modifications and Company's proposed schedule, for the City's written approval, these plans shall include RF emissions tests consistent with the requirements of Section 10.1 above.
- 18.3. For purposes of clarity, this Agreement is granted to Company by the City in its proprietary capacity as the owner of the City Poles. Section 6409(a) of the Spectrum Act and its implementing regulations shall not apply to the City's operation of such City Poles under this Agreement. Prior to commencing any construction activities on the City Poles, Company shall secure approval of the modifications and work schedule by the City. During any construction activities by Company on the City Poles, representatives of the City shall have the right to inspect any and all improvements and to require reasonable revisions to the Company's improvements to ensure that the respective uses of the City Poles are compatible.
- 18.4. Any revisions to equipment listed in Exhibit A or a Site License Addendum after initial installation shall require an amendment and payment of an "Administrative Amendment Fee" consistent with the costs associated with the City's processing of such amendment. Payment of this fee shall be due thirty (30) days after receipt of invoice. Approval of the City under this Agreement to such modifications does not relieve Company from obtaining permits and/or Governmental Approvals as necessary to commence such modifications.
- 18.5. The City may from time-to-time access the City Poles to inspect any work done by Company to insure compliance with the approved plans and specifications, to require reasonable revisions to ensure that the respective uses of the City Poles are compatible or otherwise. Further, this right shall not impose any obligation upon the City to make inspections to ascertain the safety of Company's improvements or the condition of the City Poles.

19. **Destruction of or Damage to the City Poles or any Site Structures**

- 19.1. If the City Poles or any structure on the City Poles is destroyed or damaged by fire or casualty so as to render the City Poles and/or Site Equipment unfit for use by the Company, and if in the reasonable judgment of the City, the damage cannot be repaired within ninety (90) days following the date of such damage, either party may terminate the applicable Site License Addendum upon written notice to the other party, whereupon the Site License Addendum shall terminate on the date of such notice and Company shall surrender the effected City Poles to the City within ninety (90) days. Within fifteen (15) days after such damage, City shall notify Company as to whether the City expects to complete such repair within ninety (90) days. If the City Poles are damaged by fire or casualty, but not rendered wholly unfit for use, Company may elect promptly to repair such damage to its Site Equipment. City shall not be liable to Company for any direct or indirect or consequential damages including but not limited to inconvenience, annoyance, or loss of profits, nor for any expenses, or any other damage resulting from the repair of such damage. Further, City shall not be responsible for any repair, modification, arranging, or rearranging of any portion of the City Poles or for the termination of the Site License Addendum as provided herein, unless the damage was caused by the willful misconduct or gross negligence of the City.
- 19.2. In the event the City Poles are rebuilt and/or repaired as outlined above, Company may request that the City authorize the placement of temporary Site Equipment at a temporary location on another City Pole, which shall be approved at the City's sole discretion. If an area is approved by both the City and Company, Company may construct, operate and maintain a substitute Small Cell facility thereon until the Site Equipment is fully restored and operational. During the use of the temporary location, Rent shall continue and be payable to the City.

20. **Condemnation**

If all or any portion of the City Poles is needed, taken, or condemned for any public purpose such that the Company cannot use its Site Equipment on the City Poles, either party may terminate this Agreement or the applicable Site License Addendum. All proceeds from any taking or condemnation of the Site or City Poles shall belong and be paid to the City. Company shall have all the rights to its Site Equipment and personal property, which shall not be included in any taking or condemnation.

21. **Insurance**

- 21.1. At Company's sole cost and expense, Company shall maintain throughout the term of this Agreement insurance as set forth in Exhibit E, attached hereto and incorporated herein.
- 21.2. The City may require increases in said coverage once per term by written notice to Company, as the City deems reasonably necessary.

- 21.3. Company's maintenance of insurance as required by this Section 21 shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Company's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Company.

22. **Hold Harmless**

- 22.1. The City and its employees and agents shall not be liable for injury or damage to any persons or property, including City Poles, resulting from the installation (including without limitation Company's replacement of City Poles), operation or maintenance of the Site Equipment on the City Poles.
- 22.2. Company releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Company, its agents, servants, officers, employees and contractors in the performance of this Agreement and any rights granted within this Agreement.
- 22.3. Inspection or acceptance by the City of any work performed by Company at the time of completion of construction shall not be grounds for avoidance by Company of any of its obligations under this Section 22. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised.
- 22.4. The City shall promptly notify Company of any claim or suit and request in writing that Company indemnify the City. City's failure to so notify and request indemnification shall not relieve Company of any liability that Company might have, except to the extent that such failure prejudices Company's ability to defend such claim or suit.
- 22.5. Company may choose counsel to defend the City subject to this Section 22.5. In the event that Company refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Company, Company shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Company to represent the City, then upon the prior written approval and consent of Company, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Company shall pay the reasonable fees and expenses of such separate counsel, except that Company shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction.

The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City (including the use of in-house counsel) but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Company. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

- 22.6. Except to the extent that damage or injury arises from the gross negligence or willful misconduct, malicious actions of the City, its employees or contractors, the obligations of Company under the indemnification provisions of this Section 22.6 shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Company's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Company for claims made against the City by Company's employees. This waiver has been mutually negotiated by the parties.
- 22.7. Company acknowledges and agrees that Company, bears all risks of loss or damage or relocation or replacement of its Site Equipment and materials installed on City Poles pursuant to this Agreement from any cause, and the City shall not be liable for any cost of replacement or of repair to damaged Site Equipment, including, without limitation, damage caused by the City's removal of the Site Equipment, loss of line of sight path, activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, or contractors, except to the extent any such damage or destruction is caused by or arises from any grossly negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.
- 22.8. Company shall indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, consequential, special, indirect, business interruption damages and lost profits, brought by or under users of Company's Site Equipment as the result of any interruption of service due to damage or destruction of Company's Site Equipment caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, or any third parties, except to the extent any such damage or destruction is caused by or arises from the gross negligence, willful misconduct, or criminal actions on the part of the City, its officers, employees, or elected or appointed officials. This limitation of liability shall apply even if City is advised of the possibility thereof, whether such damages arise out of breach of contract, breach of warranty, negligence, strict liability or any other theory

of liability and whether such damages were foreseeable or not at the time this Agreement was executed.

- 22.9. In the event that Company's transmission technology or facilities emit electromagnetic impulses (EMF) or radio frequency emissions, Company expressly agrees that this indemnity provision extends to any and all third party claims for injury, sickness or death of any person, including employees of Company, arising out of or caused by said emissions.
- 22.10. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 22.11. The provisions of this Section 22 shall survive the expiration, revocation, or termination of this Agreement.

23. **Performance Bond**

- 23.1. Company shall furnish a surety bond or bonds, in the form provided on Exhibit F, covering faithful performance of this Agreement and payment of all obligations arising thereunder, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration. The bond shall be in-force during the entire term or subsequent extensions. The bond shall be in a form acceptable to the City. The performance bond for this Agreement shall not only indemnify City for the usual performance provisions of this Agreement, but in addition shall be a bond to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of this Agreement. Said performance bond shall be issued to City prior to the issuance of any approvals for the construction of its facilities on the licensed property. If City so uses or applies any portion of the performance bond, Company shall upon notice, restore the performance bond to the full amount above specified, and Company's failure to do so shall constitute a material breach of this Agreement. This performance bond shall be in addition to any construction or maintenance bonds imposed by the City as part of its permitting process. This performance bond shall remain in place until all of Company's Site Equipment has been removed by Company unless otherwise permitted to remain by City. The amount of the bond shall be dependent on the number of City Poles used by the Company as follows:
- a. \$100,000 bond for usage of 1-10 City Poles;
 - b. \$250,000 bond for usage of 11-50 City Poles; and
 - c. \$500,000 bond for usage of 50 or more City Poles.

24. **Nondiscrimination**

Company, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the City Poles, including, without limitation, Chapter 49.60 RCW and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the Agreement and to re-enter and repossess the City Poles, and hold the same as if said Agreement had never been made or issued.

25. **Stop Work**

If Company defaults in the performance or observation of any covenant or agreement contained in this Agreement, the City, without notice if deemed by the City that an emergency exists, or if no emergency, with thirty (30) days' notice, may direct Company to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the City Poles for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, the City Poles or rights of way, or failure of Company to obtain in a timely manner any insurance. Company shall reimburse the City the entire cost and expense of such performance by the City within thirty (30) days of the date of the City's invoice. Any act or thing done by the City under the provisions of this Section 25 shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

26. **Equipment Modification**

If at any time during the term of this Agreement, the City and Company agree that technology has changed such that modifications to or replacement of the Site Equipment would result in better communication facilities for the Company, less interference with other communications facilities on the City Poles, or less physically or aesthetically obtrusive equipment, the parties shall make every reasonable effort to cooperate to effectuate such modifications or replacement and shall amend Exhibit A accordingly.

27. **Prerequisites for Approval.** Company acknowledges the following:

- 27.1. City Council review and approval is required prior to the City entering into this Agreement.
- 27.2. The Mayor authorizes the director of public works to execute Site License Addendums consistent with this Agreement.
- 27.3. A fully executed Site License Addendum between the City and Company, and any required Governmental Approvals are required prior to construction or installation of the Site Equipment on the City Poles.
- 27.4. The execution of this Agreement by the City shall in no way constitute review and/or approval by other applicable jurisdictions and permitting authorities, including other City Departments.
- 27.5. The City requires the Company to obtain a telecommunications franchise from the City prior to the execution of this Agreement by the City.

28. **Review of Plans & Approval of Contractor**

28.1. Prior to installation of any Site Equipment, the Company shall submit the following documents to the City for review, approval or denial: (i) completed Site License Addendum, (ii) a copy of the Emissions Report, and (iii) the Administrative Fee.

28.1.1. Upon submission of a Site License Addendum, the City shall use good faith efforts to process the Site License Addendum within forty five (45) days. The Administrative Fee shall accompany the submission of all Site License Addendums. City may request additional information during its review of the Site License Addendum. An application will be considered to be complete when all City questions are resolved. Processing a site addendum does not include the City's review and approval of any other necessary permits, including land use review, for the installation of the Site Equipment.

28.1.2. The City will review and process the Site License Addendums in chronological order (date and time) in which complete applications are submitted. Company acknowledges that staff considerations may limit the City's ability to review and process Site License Addendums.

28.1.3. All Site License Addendums requesting access to a City Pole must include a load bearing study to determine whether the attachment of Site Equipment may proceed without City Pole modification or whether the installation will require City Facility re-enforcement or replacement. If City Pole re-enforcement or replacement is necessary, Company shall provide engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a registered engineer licensed in Washington State. All Site License Addendums requesting the installation of a new City Pole shall include engineering design and specification drawings. For each Site License Addendum, the City shall:

- a. Verify that the Site License Addendum is complete and the Administrative Fee has been submitted.
- b. Review engineering design documents to determine: compliance with contractual requirements under this Agreement, including but not limited to Exhibit A; no interference with City public safety radio system, traffic signal light system, or other communications components; inclusion of appropriate design of stealth and camouflage components necessary to comply with historic preservation requirements or aesthetic design elements; and compliance with City regulations.
- c. Determine if the City Facility is available and if the license of such City Facility is consistent with City's municipal obligations and proprietary interests consistent with Section 2.3.

- d. Determine compliance with any other applicable requirements.
- 28.1.4. As appropriate, City may require Company to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements or may ask additional questions as necessary to determine feasibility of use of the City Poles. Failure to make the requested design modifications or to answer feasibility questions in a manner acceptable to the City shall result in an incomplete Site License Addendum which may not be processed under this Agreement.
- 28.1.5. Upon approval of the Site License Addendum, Company shall obtain all required Governmental Approvals to proceed with the installation of the Site Equipment. Installation of the Site Equipment must be completed in accordance with all Government Approvals, including without limitation obtaining all final inspections required by any permits issued by the City.
- 28.1.6. Any Site Equipment that has not been approved by City or has not received all required Governmental Approvals shall not be installed or if already installed shall be removed immediately by Company at Company's sole cost and expense.
- 28.2. Company expressly acknowledges and agrees that the City's rights under this Agreement to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, and/or installation, (i) exist for the benefit and protection of the City and its employees and agents, (ii) do not create or impose upon the City, and its employees and agents any standard or duty of care toward Company, all of which are hereby disclaimed, (iii) may not be relied upon by Company in determining whether Company has satisfied any and all applicable Governmental Approval standards and requirements, and (iv) may not be asserted, nor may the exercise or failure to exercise any such rights by the City and its employees and agents be asserted against the City and its employees and agents by Company as a defense, legal or equitable, to Company's obligation to fulfill such Governmental Approval standards and requirements, notwithstanding any acceptance of work by the City and its employees and agents.

29. **Default; City Remedies**

29.1. **Default**

The following occurrences shall each be deemed an "Event of Default" by Company:

- 29.1.1. **Failure to Pay.** Company fails to pay any sum, including Rent or taxes, due under this Agreement following thirty (30) days written notice from City of the failure to pay.
- 29.1.2. **Abandonment.** Company's failure to remove Site Equipment as further described in Section 33.2.

- 29.1.3. **Insolvency.** Immediately, upon written notice, if a receiver is appointed to take possession of Company's assets, Company makes a general assignment for the benefit of creditors, or Company becomes insolvent or takes or suffers action under the Bankruptcy Act.
- 29.1.4. **Lapsed Governmental Approvals.** Company fails to obtain or maintain any Governmental Approvals required to install and operate Site Equipment.
- 29.1.5. **Failure to Maintain Insurance.** Company fails to maintain appropriate insurance as required pursuant to Exhibit E.
- 29.1.6. **Prohibited Assignment.** Company assigns this Agreement in violation of Section 16.
- 29.1.7. **Interference.** Company operates or maintains its Site Equipment in a manner that interferes with or impairs other communication or computer equipment used by the City, PSERN (or is successor entity) or other entity given prior rights to use the City Poles.
- 29.1.8. **Improper Construction.** Company constructs Site Equipment on City Poles without approval of a Site License Addendum.
- 29.1.9. **Other Defaults.** Company violates any material agreement, term or covenant of this Agreement.
- 29.1.10. Waiver or acceptance by the City of any default of the terms of this Agreement by Company shall not operate as a release of Company's responsibility for any prior or subsequent default.

29.2. City Remedies

Subject to the cure period described in Section 31 below, the City shall have the following remedies upon an Event of Default. The City's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- 29.2.1. **Continuation of Agreement.** Without prejudice to its right to other remedies, the City may continue this Agreement and applicable Site License Addendums in effect, with the right to enforce all of its rights and remedies, including the right to payment of Rent and other charges as they become due.
- 29.2.2. **Termination of Agreement.** If Company's default is of such a serious nature in the City's sole judgment that the default materially affects the purposes of this Agreement, the City may terminate this Agreement. Termination of this Agreement will affect the termination of all Site License Addendums issued under it automatically and without the need for any further action by the City. The City will provide sixty (60) days written notice of termination and shall specify the reasons for such termination. The City will specify the amount of time Company will have to remove its Site Equipment from any affected City Poles, which will be at least sixty (60) days after the date of the City's notice.

The City will have the right to make any terminated portion of the City Poles available for use to other parties as of the effective date of the termination, even if Company's Site Equipment is still on the City Poles. Upon termination of this Agreement, Company will remain liable to City for damages in an amount equal to the Rent and other sums that would have been owed by Company under this Agreement for the balance of the then-current term. Further, Company will remain liable for Rent as long as the Site Equipment remains on City Poles unless the City has authorized abandonment of such Site Equipment.

29.2.3. **Termination of Site License Addendums.** If an Event of Default specific to one or more Site License Addendums is not cured by Company within the applicable cure period, City may terminate such specific Site License Addendum(s).

29.2.4. **Default Fees.** Without limiting City's rights and remedies under this Agreement, the City may require Company to pay the following default fees ("Default Fees") in the amount of \$100 per day, upon Company's failure to cure, pursuant to Section 31, any of the following:

- (i) Company constructs or installs any alteration or improvement without City's prior consent;
- (ii) Company fails to make a repair on a timely basis;
- (iii) Failure to meet FCC regulations;
- (iv) A material breach of this Agreement; or
- (v) Failure to provide reports or notices pursuant to this Agreement.

30. **Termination**

30.1. **City's Termination Rights**

30.1.1. Subject to the cure provision of Section 31, the City has the right to terminate, this Agreement or any Site License Addendum upon sixty (60) days written notice if the City determines that Company's exercise of its rights under this Agreement:

- a. Interferes with the City's use of the City Poles and/or the structures on the City Poles for the municipal purposes for which the City owns and administers such structures/site, which may include without limitation the necessity to widen a street or for other municipal projects that result in removing the City Pole;
- b. Poses a threat to public health or safety, constitutes a public nuisance.
- c. The City determines that Company's exercise of its rights under this Agreement interferes with the use of the City Poles or structures

thereon by a governmental agency with which the City has an agreement to provide services to the City, e.g. PSERN (or its successor entity); or

- d. That Company ceases to operate as a provider of telecommunications services under federal law. In such a situation the City shall have the option, in its sole discretion and upon six (6) months' written notice to Company, to terminate this Agreement and to require the removal of the Site Equipment from the City Poles, pursuant to Section 33, including the cost of any site remediation, at no cost to the City.

30.1.2. **Immediate Removal.** The City, may in its sole discretion, determine that exigent circumstances require immediate removal of Site Equipment from an City Facility. Such exigent circumstances may only include reasons of public health, safety or the need to provide street lighting. Company shall remove its Site Equipment within forty-eight (48) hours notice, unless such longer period is provided by the City. The applicable Site License Addendum will terminate upon the removal of the Site Equipment.

30.1.3. **Pole Removal.** The City has the right to remove any City Poles that it determines in its sole judgment is unnecessary for its municipal purposes (for example street light operations). If the City decides to remove an City Facility, it shall provide Company with at least sixty (60) days written notice to remove its Site Equipment from the City Facility. The applicable Site License Addendum will terminate upon the removal of the Site Equipment.

30.1.4. **Pole Replacement.** The City has the right to replace any City Poles that it determines in its sole judgment is necessary for its municipal operations. If the City decides to replace an City Facility, it shall provide Company with at least sixty (60) days written notice to remove its Site Equipment from the City Facility. At City's option the applicable Site License Addendum will terminate upon the removal of the Site Equipment or City may allow Company to relocate its Site Equipment on the replacement pole.

30.1.5. **No Further Obligation.** Except those provisions that survive the termination of this Agreement, upon termination under this Section 30.1, neither party will owe any further obligation to the other party provided that Company is not in arrears in making its Rent or other required payments; provided however that Company shall, at Company's sole cost, remove its Site Equipment and restore the site, and provided that, if the City terminates this Agreement pursuant to this Section 30.1, the City shall, at Company's option, attempt to find alternative sites on other City property in order to allow Company to continue to provide service within the City Poles as further described in Section 32. Further, to the extent that City received any pre-paid Rent related to the terminated Site License Addendums, City shall refund such pre-payments to Company.

30.2. Termination by Company

Company may terminate this Agreement or applicable Site Licenses, as follows:

30.2.1. Company, upon thirty (30) days notice at any time determines in its sole discretion that it desires to discontinue use of some or all of the City Poles for any reason whatsoever; provided, however, that if Company terminates this Agreement or a Site License Addendum pursuant to this Section 30.2.1, Company shall pay the City a sum equal to twelve (12) months' Rent for each terminated Site License Addendum and, pursuant to Section 33.1, any and all Rent that continues to accrue, or

30.2.2. The City breaches any material term or provision of this Agreement, subject to the cure period described in Section 31 below.

31. **Cure**

Neither party shall be in default under this Agreement until thirty (30) days after receipt of written notice of default from the other; provided, however, where such default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default if it commences to cure such default within said thirty (30) day period and diligently pursues cure to completion.

32. **Relocation**

32.1. Company understands and acknowledges that City may require Company to relocate, temporarily or permanently, one or more of its Site Equipment installations. Company shall at City's direction and upon sixty (60) days prior written notice to Company, relocate such Site Equipment at Company's sole cost and expense whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency project; (b) because the Site Equipment is interfering with or adversely affecting proper operation of City owned poles, traffic signals, communications, or other City Poles; (c) to protect or preserve the public health or safety; or (d) as described in Section 30. In any such case, City shall use reasonable efforts to afford Company a reasonably equivalent alternate location. If Company shall fail to relocate any Site Equipment as requested by the City in accordance with the foregoing provision, City shall be entitled to remove or relocate the Site Equipment at Company's sole cost and expense, without further notice to Company. Company shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. The City will promptly inform Company of the displacement or removal of any City Facility on which any Site Equipment is located.

32.2. In the event Company desires to relocate any Site Equipment from one City Facility to another, Company shall so advise City and shall submit a Site License Addendum consistent with Section 27 for approval by City.

- 32.3. Company acknowledges that the signing of this Agreement does not entitle the Company to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

33. **Removal of Site Equipment upon Termination of Agreement**

- 33.1. Within sixty (60) days after the expiration or earlier termination of a Site License Addendum or within one hundred and eighty (180) days after the expiration or earlier termination of this Agreement, Company shall promptly, safely and carefully remove the Site Equipment from applicable City Poles and shall restore the City Poles as instructed by the City. Rent shall continue to accrue during any time period in which Company continues to have Site Equipment on the City Poles. Such obligation of Company shall survive the expiration or earlier termination of this Agreement. If Company fails to complete this removal work pursuant to this Section 33, then the City, upon written notice to Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. Company shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. After the City receives the reimbursement payment from Company for the removal work performed by the City, the City shall promptly make available to Company the property belonging to Company and removed by the City pursuant to this Section 33 at no liability to the City. If the City does not receive reimbursement payment from Company within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Company's failure to so remove pursuant to this Section, or if Company does not remove Company's property within thirty (30) days of such property having been made available by the City after Company's payment of removal reimbursement as described above, any items of Company's property remaining on or about the rights of way, City Poles, or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner by law. Alternatively, the City may elect to take title to abandoned property, provided that Company shall submit to the City an instrument satisfactory to the City transferring to the City the Cityship of such property. Provided, however, that nothing contained within this Section 33 shall prevent the City from compelling Company to remove any such Site Equipment through judicial action when the City has not permitted Company to abandon said Site Equipment in place.
- 33.2. The Site Equipment, in whole or in part, may not be abandoned by Company without written approval by the City. Any plan for abandonment or removal of Site Equipment shall be at the sole cost of the Company, must be first approved by the City, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Company's Site Equipment to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, Company shall execute such necessary documents to transfer title to City.
- 33.3. The provisions of this Section 33 shall survive the expiration, revocation, or termination of this Agreement.

34. **Records; Audits**

- 34.1. The City may require such information, records, and documents from Company from time to time as are appropriate to reasonably monitor compliance with the terms of this Agreement.
- 34.2. Company shall provide such records within twenty (20) business days of a request by the City for production of the same unless additional time is reasonably needed by Company, in which case, Company shall have such reasonable time as needed for the production of the same, but no longer than forty (40) business days. If any person other than Company maintains records on Company's behalf, Company shall be responsible for making such records available to the City.
- 34.3. Company shall be responsible for clearly and conspicuously identifying any records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Company has designated as confidential, trade secret, or proprietary, the City will endeavor to provide written notice of such disclosure request so that Company can take appropriate steps to obtain injunctive relief to prevent disclosure of claimed confidential records. Nothing in this Section prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records. City shall not be liable to Company for its good faith acts in determining release of records, including confidential records, is in compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Company and not stayed that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Company shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City. In addition to the indemnification obligations pursuant to Section 22, Company shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys' fees and litigation expenses), suits, judgments or damages arising from or relating to any failure of Company to comply with this Section.

35. **Miscellaneous**

35.1. **Modifications**

This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing signed by the waiving party, shall discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent breach or default.

..... 35.2. **Broker's Fee**

If Company is represented by a real estate broker or other agency in this transaction, Company shall be fully responsible for any fee due such broker, and shall hold the City and its employees and agents, harmless from any claims for a commission by such broker or agency.

35.3. **Cooperation in Execution of Subsequent Documents**

The City and Company agree to cooperate in executing any documents necessary to protect the rights of the parties granted by this Agreement.

35.4. **Headings**

The headings to paragraphs or sections of this Agreement are for convenience only, and shall have no effect on the construction or interpretation of any paragraph hereof.

35.5. **Notices**

Except as otherwise designated in this Agreement, all notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, or overnight delivery, addressed as follows (or any other addresses as designated by like notice):

If to City: City of Everett
 Attn: Real Property Manager
 3200 Cedar Street
 Everett, WA 98201

If to Company:

 New Cingular Wireless PCS, LLC
 Attn: Tower Asset Group – Lease Administration
 Re: Wireless Installation in Public Right of Way
 City of Everett (WA)
 575 Morosgo Drive NE
 Atlanta, GA 30324

With a copy to:

 New Cingular Wireless PCS LLC
 AT&T Legal Department – Network
 Re: Wireless Installation in Public Right of Way
 City of Everett (WA)
 208 S. Akard Street,
 Dallas, TX 75202-4206

35.6. **Entire Agreement**

This Agreement and any attached exhibits constitute the entire agreement between the City and the Company; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding except that any subsequently adopted City policies and procedures for telecommunications/communications lease agreements, license agreements, Site License Addendums and final applicable permits shall be binding on the parties.

35.7. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

35.8. Governed by Laws of State of Washington

This Agreement shall be governed by the laws of the State of Washington.

35.9. Venue

Company agrees that the venue of any action or suit concerning this Agreement shall be in the Snohomish County Superior Court, and all actions or suits thereon shall be brought therein.

35.10. Binding on Successors

This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties, subject to the conditions set forth in Sections 16 and 17 herein.

35.11. Failure to Insist upon Strict Performance

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

35.12. Business License

Prior to constructing any Site Equipment or providing services within the City, Company shall obtain a business and/or utility license from the City.

35.13. Severability

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

35.14. No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize

anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.

35.15. Survival

All of the provisions, conditions and requirements of Sections 12, 22, 33, 35.9, 35.10 survive the expiration or termination of this Agreement, and any renewals or extensions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates below indicated.

LICENSOR: CITY OF EVERETT

Approved as to form:

By: _____

Assistant City Attorney

Name:

Title:

COMPANY: NEW CINGULAR WIRELESS PCS, LLC

**By: AT&T Mobility Corporation
Its: Manager**

(Company)

By: WJ - Wooten

Name: WAYNE WOOTEN

Title: DIRECTOR

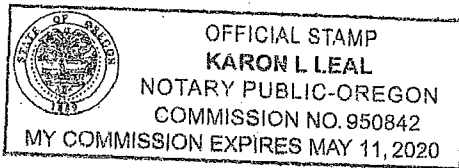
Date: 6-11-13

STATE OF OREGON
COUNTY OF WASHINGTON

I certify that I know or have satisfactory evidence that WAYNE A. WOOTEN is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the DIRECTOR of NCWPCS, LLC and AT&T MOBILITY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2018.

(SEAL)



A handwritten signature in black ink, appearing to read "K Leal", written over a horizontal line.

Notary Public
Residing at OREGON
My appointment expires 5.11.2020

Exhibit A – City Poles

Exhibit B - Site Equipment Description (OMITTED BY AGREEMENT OF THE PARTIES)

Exhibit C – Template Site License Addendum

Exhibit D –Leasehold Excise Tax Exemption

Exhibit E - Insurance

Exhibit F – Performance Bond

Exhibit G – Contact Information

**Exhibit A-1
City Poles**

The following City Poles may be used for installation of Site Equipment pursuant to the terms of this Agreement.

Street Light Standards

Pedestrian Light Standards

Guy Poles

Other poles or City owned property if approved in writing by the Public Works Director.

Exhibit A-2
Location of City Poles

This Agreement only permits the use of City Poles within the territorial limits of the City of Everett.

Exhibit B - OMITTED BY AGREEMENT OF THE PARTIES

Exhibit C
Site License Addendum

Company shall apply to the City for approval of this Site License Addendum by filling out the below form and submitting the form to the City for approval with the applicable Administrative Fee.

This Site License Addendum ("Addendum"), made this _____ day of _____, 20____ ("Effective Date") between the City of Everett, hereinafter designated the "City" and _____, d/b/a _____, with its principal offices at _____, hereinafter designated "Company":

1. Addendum. This is a Site License Addendum as referenced in that certain Master License Agreement between The City and Company dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Capitalized terms used in this Addendum shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Locations. Attachment 1 identifies the physical location of the City Poles on which the Site Equipment shall be attached.

3. Project Description. Attachment 2 identifies the Site Equipment to be installed on the City Poles, including photo simulations of such Site Equipment attached to the City Poles. The photo simulations shall include photos indicating the existing City Facility without the Site Equipment and with the proposed Site Equipment attached. If there is any accessory components, for example conduit holding backhaul or electrical, such accessory components shall be depicted in the photo simulations.

4. Emissions Report. Company has commissioned an RF and EMF Emissions Report for the City Poles. Such report is attached hereto in Attachment 3.

5. Backhaul. Backhaul services shall be provided to the Site Equipment as follows:

underground fiber aboveground fiber microwave other _____

and from the following entity: _____

6. Term. The term of this Addendum shall run concurrently with the Agreement and shall terminate upon the Agreement termination unless earlier terminated by a party consistent with the Agreement.

7. Commencement Date. The first day of the month following the execution of this Addendum is the "Commencement Date".

8. Fees.

A. The Administrative Fee for this Site License Addendum is Two Hundred Fifty Dollars

(\$250.00) and is submitted in connection with this Site License Addendum.

B. The Rent for the Site Equipment installed pursuant to this Addendum shall be in accordance with Section 6 of the Agreement and shall commence on the Commencement Date.

9. Counterparts. This Site License Addendum may be signed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same document.

10. Acknowledgment. Company acknowledges that (i) this Site License Addendum is only effective upon the signatures of both parties and (ii) Company shall not have the right to install its Site Equipment on the City Poles until it has received Government Approvals and complied with the requirements (including any insurance or bonding requirements) of such Government Approvals.

EXECUTED to be effective as of the date shown above.

CITY OF EVERETT:

COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits:

- Attachment 1 - Site Equipment Description
- Attachment 2 - City Facility Identification and Build-out Description
- Attachment 3 - Emissions Report
- Attachment 4 - Warning notification to pole users

Attachment 1

Site Equipment Description

Attachment 2

City Facility Identification and Build-out Description

Attachment 3

Emissions Report

..... Attachment 4
Warning Notification to Pole Users

Exhibit D
Leasehold Excise Tax Exemption

Exhibit E
Insurance Requirements

- A. Company shall maintain in full force and effect at its own cost and expense each of the following policies of insurance or self insurance:
- (1) Commercial General Liability (CGL) insurance on an “occurrence” basis, including, but not limited to, products and completed operations, property damage, bodily injury and personal and advertising injury with limits of \$7,000,000 per occurrence and annual aggregate. These amounts can be obtained via a combination of primary and excess/umbrella liability policies.
 - (2) Workers’ Compensation insurance as required by Washington law, with Statutory Limits, and Employers’ Liability insurance with a limit of \$3,000,000 per accident for bodily injury or disease. This amount can be obtained via a combination of primary and excess/umbrella liability policies.
 - (3) Commercial Automobile Liability insurance covering “Any Auto” including owned, leased, hired, or borrowed, with limits of \$7,000,000 per accident for bodily injury and property damage. These amounts can be obtained via a combination of primary and excess/umbrella liability policies.
- B. Upon receipt of notice from its insurer(s) Company shall use reasonable efforts to provide the City with thirty (30) days written notice of cancellation via first class mail. If the insurance is cancelled, Company shall provide a replacement policy. Company agrees to maintain continuous uninterrupted insurance coverage, in the minimum amounts required above, for the duration of this Agreement and, in the case of the Commercial General Liability (CGL) insurance, for one (1) year after expiration of this Agreement for which evidence shall be provided.

Deductibles and Self-Insured Retentions

Any deductible of the policies or self-insured retentions shall not in any way limit Company’s liability to the City. Self-insured retentions must be declared to and approved by the City.

Other Insurance Provisions

- A. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- (1) Excluding Workers’ Compensation & Employer’s Liability, the City, its officers, officials, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of or resulting from Company’s use and occupancy of the premises and the activities performed by Company under this Agreement, and automobiles owned, leased, hired or borrowed by or on behalf of the Company.
 - (2) Company’s required insurance coverage shall be primary insurance coverage as respects the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-

insurance maintained by the City shall be excess of the Company's insurance and shall not contribute with it.

- (3) Company's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A minus: VII, unless otherwise acceptable to the City.

Waivers of Subrogation

Company agrees to waive rights of subrogation which any insurer of Company may acquire from Company by virtue of the payment of any loss. Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall include a waiver of subrogation** in favor of the City for all work performed by the Company, its employees, agents and subcontractors.

Verification of Coverage

The Company shall furnish the City with certificates of insurance (ACORD Form or its substantial equivalent) and additional insured status (blanket additional insured endorsement acceptable, ISO Form or its equivalent) effecting coverage required by this Agreement. The certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The Company hereby warrants that its insurance policies satisfy the requirements of this Agreement.

Contractors and Subcontractors

Company shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Company shall ensure that City is an additional insured on insurance required from contractors and subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Exhibit F

**PERFORMANCE BOND
to City of Everett, WA**

Bond No. _____

The City of Everett, Washington, (City) and _____ (Principal) have entered into the Wireless Communications Facilities Master License Agreement dated _____ (the "Agreement"), and said Principal is required to furnish a bond for performance of all obligations under the Agreement.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett, in the sum of _____ US Dollars (\$ _____), subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Agreement and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Agreement that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed under the Agreement shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Agreement or the work performed.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Mayor Cassie Franklin:

Signature Title

Exhibit G
Contact Information

Site Equipment Manager:

Secondary Site Equipment Manager:

City Contact: City of Everett
Permit Services
Permit Services Manager or Real Property Manager
3200 Cedar Street
Everett, WA 98201
Ph. 425.257.8800