SMALL CELL LICENSE AGREEMENT

THIS SMALL CELL LICENSE AGREEMENT (the "Agreement") is dated as of August 29, 2016 (the "Effective Date"), and entered into by and between the City of Spokane, a Washington municipal corporation (the "CITY"), and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("LICENSEE").

Recitals

A. WHEREAS, the CITY is the owner of certain Poles (as defined in §1.11, below) located in the Rights-of-Way (as defined in Section 1.13 below) of the City of Spokane; and

B. WHEREAS, Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, is duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Washington; and

C. WHEREAS, LICENSEE desires to use space on certain of the CITY's Poles and/or the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in §1.10, below) serving LICENSEE’s wireless customers and utilizing Equipment (as defined in §1.6, below), permitted by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

D. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Poles in the Rights-of-Way, owned by the CITY, and on other facilities owned by third parties; and

E. WHEREAS, LICENSEE is willing to compensate the CITY in exchange for a grant and right to use and physically occupy portions of the Poles and/or the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1 Affiliate. Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a
controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An “Affiliate” shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. “Assignment” or “Transfer” means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An “Assignment” shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 County/City. “County” means the County of Spokane, a political subdivision of the State of Washington. “City” means the City of Spokane, a municipality under the laws of the State of Washington.

1.4 Commence Installation. “Commence Installation” shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in CITY ROW.

1.5 Commence Operation. “Commence Operation” shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. “Equipment” means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by LICENSEE under a particular Supplement and that comprise a Small Cell installation.

1.7 Information service. “Information service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. “Laws” means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the CITY or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 Municipal Facilities. “Municipal Facilities” means CITY-owned Poles, lighting fixtures, or electroliers located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used.
Municipal Facilities also includes Replacement Poles approved by the CITY and installed and dedicated to the CITY by LICENSEE.

1.10 *Network.* “Network” or collectively “Networks” means the telecommunication network operated by LICENSEE to serve its customers.

1.11 *Poles.* “Poles” shall mean any pole(s) that is owned and/or leased by the CITY.

1.12 *PUC.* “PUC” means the Public Utilities Commission of Washington.

1.13 *Rights-of-Way.* “Rights-of-Way” or “ROW” means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for CITY public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Washington Department of Transportation.

1.14 *Small Cell.* “Small Cell” shall mean the Equipment at a particular location that comprises part of the Network, provided however, the space for the equipment cabinets shall not exceed 17 cubic feet, and the space for each antenna shall not exceed 3 cubic feet (or 6 cubic feet in total).

1.15 *Supplement.* “Supplement” shall mean each separate agreement, entered into between the CITY and LICENSEE with regard to a specific Small Cell installation, the form of which is attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.16 *Telecommunications Services.* “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. **TERM.**

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”), commencing on the first day of the month following mutual execution of this Agreement (the “Agreement Commencement Date”) and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Subject to the terms of the Agreement relating to termination, this Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a “Renewal Term”), unless LICENSEE OR CITY notifies the other party in writing of of such parties intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term.”
After the expiration or termination of this Agreement, its term and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2. The initial term for each particular Supplement shall be the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the “Commencement Date”) and shall be for an initial term of ten (10) years ("Supplement Initial Term"). The CITY and LICENSEE shall acknowledge in writing the Commencement Date (the “Acknowledgment”). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a “Supplement Renewal Term”) unless LICENSEE notifies the CITY in writing of LICENSEE’s intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then current term. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively referred to herein as the “Supplement Term.” Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplement in effect until their expiration or termination.

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the CITY shall have the option, in its sole discretion and upon six months’ written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE’s Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the CITY, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE’s sole cost and expense, shall be subject to the prior and continuing right of the CITY under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of the individual Supplement.

4.1 Attachment to Municipal Facilities. LICENSEE will submit to the authorized representative of the CITY a proposed design for all proposed Small Cell installations that will include Equipment and Municipal Facilities LICENSEE proposes to use. Any proposed Equipment shall be included as part of an applicable Supplement submitted for approval.

4.1.1 If adequate Municipal Facilities do not exist for the attachment of Equipment, subject to obtaining appropriate permissions, LICENSEE may install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles.
4.1.2 Subject to the conditions herein, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE may power its Equipment by using the power sources that service the existing Municipal Facilities and/or its components. The power used by LICENSEE’s Equipment shall be determined on an individual site by site basis. All electrical work and installations related to the power sharing authorized by this Subsection 4.1.3 shall be performed by a licensed contractor that is approved by the CITY and in a manner that is approved by the CITY. LICENSEE shall make all requests for power sharing arrangements pursuant to this Subsection 4.1.3 in advance and in writing. LICENSEE shall reimburse the CITY, as provided in Subsection 5.4, for the increased power costs that the CITY incurs as a result of any power sharing authorized by this Subsection 4.1.3.

4.1.4 The CITY may approve or reject a proposed attachment of Equipment to specific Municipal Facilities for cause, or may place reasonable conditions on any such approval upon a specific size, location and manner of installation of the Equipment if it reasonably determines that (i) LICENSEE’s use of the proposed use of Municipal Facilities is unsuitable or incompatible with the CITY’s use of the Municipal Facilities, (ii) a Municipal Facilities has insufficient capacity based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment materially jeopardizes the structural integrity of the Municipal Facilities and Replacement Pole (as defined below) is not reasonably feasible, (iv) the Equipment does not conform as closely as practicable with the design and color of the Municipal Facility, or (v) the proposed use of Municipal Facilities violates any recorded private covenants and restrictions applicable to the location.

4.1.5 If LICENSEE selects a Pole that the CITY determines, in its sole, but reasonable discretion, is structurally inadequate to accommodate Equipment, LICENSEE shall at its sole cost and expense replace the Pole (a “Replacement Pole”) with one that is reasonably acceptable to and approved by the CITY and dedicate such Replacement Pole to the CITY; however, payment of the Replacement Pole costs does not provide LICENSEE with any ownership interest in the Replacement Pole. It is anticipated that LICENSEE shall be required to provide Replacement Poles at all locations, and that the Replacement Poles shall be designed and
stamped by a Washington State Licensed Structural Engineer, and must physically conform to City of Spokane standards and specifications for public works construction. Replacement Poles will need to conform to the height restrictions imposed by the City and the arm height of the street light must conform to the existing arm height of the other street light structures in the adjacent area. If the Replacement Pole is damaged by LICENSEE and needs to be replaced, LICENSEE shall replace the Replacement Pole entirely at its expense within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage. If the damage is caused by a third party, LICENSEE will replace the Pole within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage and the City will reimburse LICENSEE the cost of a standard Pole. The City will own the original Pole and all Replacement Poles.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the CITY accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the CITY may require LICENSEE to deactivate such Equipment if any of CITY’s employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, CITY will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation.

4.2 Attachment to Third-Party Property. Subject to obtaining the written permission of the owner(s) of the affected property, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as the case may be. LICENSEE shall furnish to the CITY documentation in a form acceptable to the CITY of such permission from the individual utility or property owner responsible. A denial of an application for the attachment of Equipment to third-party-owned poles or structures, or installation of LICENSEE’s own poles, in the ROW shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of LICENSEE’s Equipment, except that Equipment must conform as closely as practicable with the design and color of existing poles in the vicinity of LICENSEE’s Equipment and/or pole location.

4.3 Preference for Municipal Facilities. In any situation where LICENSEE has a choice of attaching its Equipment to either Municipal Facilities (which in all cases will be a Replacement Pole) or third-party-owned property in the ROW, LICENSEE shall use good faith efforts to attach to the Municipal Facilities, provided that (a) such Municipal Facilities are at least equally suitable functionally for the operation of the Network 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 LICENSEE of attaching to the alternative third-party-owned property. In the event that no suitable Municipal Facilities or third-party-owned poles are functionally suitable, LICENSEE may, at its sole cost and expense, install its own poles. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the CITY prior to installation. LICENSEE’s Equipment and poles must conform as closely as practicable with the design and color of poles existing in the vicinity of LICENSEE’s Equipment or pole location. Subject to the terms and conditions of this Agreement and the applicable Supplement, LICENSEE will be responsible for all maintenance, repair and liability for all poles installed by LICENSEE in the ROW.

4.4 No Interference. LICENSEE 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 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, electrolers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. The CITY shall not be liable to LICENSEE for any interruption of service or for any interference with the operation of the Equipment arising in any way out of the CITY’s use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with the CITY”s own public service needs and requirements. Notwithstanding the foregoing, CITY agrees to work in good faith with LICENSEE to resolve any interference to or by LICENSEE.

4.5 Permits; Default. Whenever LICENSEE is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, in any of its obligations under this Agreement, the CITY may deny further encroachment, excavation or similar permits under this Agreement until such time as LICENSEE cures all of its defaults.

4.6 Compliance with Laws. LICENSEE shall comply with all applicable laws in the exercise and performance of its rights and obligations under this Agreement.

4.7 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Telecommunications Services identified herein and any Information Services that may be provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.
4.8 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, “Encumbrances”) which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the CITY at any time.

5. Compensation. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE’s performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the CITY for LICENSEE’s entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the CITY, on an annual basis, an amount equal to (the “Rent”):

(a) Seven Hundred and 00/100 Dollars ($700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility; or,

(b) Seven Hundred and 00/100 Dollars ($700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on a Replacement Pole (owned by the City); or,

(c) Three Hundred Fifty and 00/100 Dollars ($350.00) per Municipal Facility, in the event the antennas are located on a Municipal Facility and the remaining Equipment and any associated apparatus is located off of the Municipal Facility; or,

(d) Three Hundred Fifty and 00/100 Dollars ($350.00) for the Equipment for any Small Cell, in the event the antennas are not located on a Municipal Facility, but Equipment and any associated apparatus is located in the Rights-of-Way; or,

(e) One Thousand Four Hundred Dollars ($1,400.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility, but the space for the equipment cabinets exceeds 17 cubic feet.
LICENSEE shall make the first payment of Rent under any Supplement within forty-five (45) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each anniversary of the Commencement Date during the Supplement Term. The CITY hereby agrees to provide to LICENSEE certain documentation (the “Rental Documentation”) evidencing the CITY’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LICENSEE in LICENSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, the CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

5.2 Rent Adjustment. Effective on the first anniversary of the Commencement Date of any Supplement Term, and continuing annually thereafter during the applicable Supplement Term, the Rent for the then existing Supplement shall be increased by two percent (2%) over the Rent paid for the immediately preceding year.

5.3 Leasehold Excise Tax. LICENSEE shall also be responsible for paying the Washington State Leasehold Excise Tax imposed pursuant to Chapter 82.29A RCW, if applicable.

5.4 Reimbursement of CITY’s Increased Power Costs. Reimbursement to the CITY for LICENSEE’s usage of electrical power shall be based upon the plate rating of the Equipment installed pursuant to this Agreement and the initial rates shall be as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Plate Rating (Watts)</th>
<th>Monthly Rate Per Pole</th>
<th>Quarterly Rate Per Pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 75</td>
<td>$ 4.00</td>
<td>$ 12.00</td>
</tr>
<tr>
<td>2</td>
<td>76 – 149</td>
<td>$ 8.00</td>
<td>$ 24.00</td>
</tr>
<tr>
<td>3</td>
<td>150 – 225</td>
<td>$12.00</td>
<td>$ 36.00</td>
</tr>
</tbody>
</table>

The reimbursement of power shall be paid to the CITY on a calendar quarterly basis and shall be based upon the number of poles that LICENSEE has installed its Equipment on as of the first day of each calendar quarter and that are using the CITY’s electric power times the applicable rate as indicated in this Section. The applicable rates charged by this subsection, as the same may be adjusted in the
following sentence, shall not exceed the applicable rates for LICENSEE’s permitted use as filed with the PUC or its successor. The CITY may increase the power fee charged by this subsection if the applicable rate as filed with the PUC is greater than the rate provided for in this subsection by 25% or more. Any such change in rates shall take effect on July 1 of each year.

5.5 Payment. The Rent and Power Cost Fee shall be paid by check made payable to the CITY and mailed or delivered to the Finance Department, 4th Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. The place and time of payment may be changed at any time by CITY upon 30 days’ written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. LICENSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay rent by electronic funds transfer and in such event, the CITY agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

5.6 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within 45 days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

5.7 Additional Remedies. The remedy provisions set forth in §5.6 above are not exclusive, and do not preclude the CITY from pursuing any other or additional remedy in the event that payments become overdue by more than 60 days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Federal, State, and local codes related to the construction, installation, operation, maintenance, and control of LICENSEE’s Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the CITY for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cell approved by the CITY no later than two (2) years after the mutual execution of an applicable Supplement, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates delayed for due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the applicable Small Cell as provided above shall permit CITY to terminate the affected
Supplement upon thirty (30) days notice to LICENSEE unless within such thirty (30) day period, LICENSEE shall Commence Installation or Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE’s obligations under this §6.1 shall be conditioned upon LICENSEE’s completion of its due diligence with regard to a particular Small Cell.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits. LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees. CITY shall promptly respond to LICENSEE’s requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that the CITY may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at the CITY’s direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE’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 the CITY or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety; provided, in the event the CITY reasonably determines that the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities, the CITY may, in its reasonable discretion require immediate removal of the Equipment if the same is not cured within forty eight (48) hours following written notice by CITY. In any such case, CITY shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the CITY in accordance with the foregoing provision, CITY shall be entitled to remove or relocate the Equipment at LICENSEE’s sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE’s property after removal within thirty (30) days of the date of a written demand for this payment from the CITY. To the extent the CITY has actual knowledge thereof, the CITY will attempt promptly to inform LICENSEE of the displacement or removal of any Pole on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the CITY will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE’s Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to §6.8 below, and may choose to replace such Municipal Facilities pursuant to the provisions of §4.1.5 above.
6.4 Relocations at LICENSEE’s Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE shall so advise the CITY. The CITY will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the CITY: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property within thirty (30) days following notice of the same, the CITY shall have the option, upon 30 days’ prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the CITY. If such damage causes a public health or safety emergency, as reasonably determined by the CITY, the CITY may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, no such repair work may only involve reattachment of LICENSEE’s Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE’s Equipment. Upon the receipt of a demand for payment by the CITY, LICENSEE shall within 30 days of such receipt reimburse the CITY for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by the CITY, LICENSEE shall provide “load” (structural) calculations for all Poles upon which it intends to install Equipment in the ROW, notwithstanding original installation or by way of Equipment type changes. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment without prior written approval of the CITY provided the same does not materially and adversely change the design characteristics of the Municipal Facility.

6.7 Termination of a Supplement. LICENSEE shall have the right to terminate any Supplement on thirty (30) days notice to the CITY. In the event of such
termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and the CITY shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within 60 days after the expiration or earlier termination of a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the CITY, upon written notice to LICENSEE, shall have the right at the CITY’s sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE’s property after removal within thirty days of the date of a written demand for this payment from the CITY. After the CITY receives the reimbursement payment from LICENSEE for the removal work performed by the CITY, the CITY shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the CITY pursuant to this Section at no liability to the CITY. If the CITY does not receive reimbursement payment from LICENSEE within such thirty days, or if CITY does not elect to remove such items at the CITY’s cost after LICENSEE’s failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE’s property within 30 days of such property having been made available by the CITY after LICENSEE’s payment of removal reimbursement as described above, any items of LICENSEE’s property remaining on or about the ROW, Municipal Facilities, 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 LICENSEE shall submit to the CITY an instrument satisfactory to the CITY transferring to the CITY the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the CITY’s removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the CITY, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the City Street
Department. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the City Street Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the City Street Department following such access.

7. **Indemnification and Waiver.** LICENSEE agrees to indemnify, defend, protect, and hold harmless the CITY, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney’s fees and costs of defense (collectively, the “Losses”) directly or proximately resulting from LICENSEE’s activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the CITY, its CITY Commission members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the CITY on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Service as a result of any event or occurrence which is beyond the reasonable control of the CITY.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

7.3 Limitation on Consequential Damages. 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.

8. **Security for Performance.** Before any construction begins in the ROW by LICENSEE, and if requested by CITY, LICENSEE shall provide the CITY with performance bonds, and if considered necessary by the CITY, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of
claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the CITY, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Washington, and acceptable to the CITY and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of $2,000,000 per occurrence for bodily injury and property damage and $2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of $2,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall name the CITY, its commission members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE’s performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use its best efforts to provide the CITY with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the CITY of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the CITY the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that LICENSEE’s Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the CITY may possess, including any self-insured retentions the CITY may have; and any other insurance the CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that LICENSEE’s Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the CITY.

The certificate(s) of insurance with endorsements and notices shall be mailed to the CITY at the address specified in §10 below.
9.2 Workers’ Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers’ compensation and employer’s liability insurance in an amount not less than One Million Dollars ($1,000,000) and shall furnish the CITY with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Washington and shall carry a minimum rating assigned by *A.M. Best & Company’s Key Rating Guide* of “A” Overall and a Financial Size Category of “VII.”

9.4 Severability of Interest. “Severability of interest” or “separation of insureds” clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.


10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:
if to the CITY:

City of Spokane  
Asset Management  
Attn: Director  
808 West Spokane Falls, Blvd.  
Spokane, WA 99201

if to LICENSEE:

Verizon Wireless (VAW) LLCd/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than 30 days after written demand from the CITY to commence the correction of such noncompliance on the part of LICENSEE, the CITY shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within 30 days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.
11.3 Licensor Default. If CITY breaches any covenant or obligation of CITY under this Agreement in any manner and if CITY fails to commence to cure such breach within thirty (30) days after receiving written notice from LICENSOR specifying the violation (or if CITY fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by law.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the CITY.

13. RECORDS; AUDITS.

13.1 Records Required by Code. LICENSEE will maintain complete records pursuant to all applicable Laws.

13.2 Additional Records. The CITY may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE 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 LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the CITY for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed
severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any CITY department having jurisdiction over LICENSEE’s activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The CITY may contact by telephone the network control center operator at telephone number (800) 264-6620, regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Washington, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Spokane County, Washington.

14.5 Attorneys’ Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys’ fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party’s respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.8 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.9 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.
14.10 Public Records. LICENSEE acknowledges that the CITY is subject to the requirements of Chapter 42.56 RCW (the "Public Records Act") and that information submitted to the CITY may be open to public inspection and copying under state law, including the Act. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the CITY as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the CITY. Subject to its obligations under the Public Records Act, the CITY shall treat any information so marked as confidential until the CITY receives any request for disclosure of such information. Within five working days of receiving any such request, the CITY shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have ten working days within which to provide a written response to the CITY, before the CITY will disclose any of the requested confidential information. The CITY retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws. In no case shall the CITY be liable to LICENSEE for damages of any kind relating to the CITY’s lawful release of information or records in response to a public records request.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 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. The duties, obligations, and responsibilities of the CITY with respect to third parties shall remain as imposed by state law.

14.13 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.14 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable federal, state and local laws and regulations; (b) agrees that this Agreement was granted pursuant to processes and procedures consistent with applicable law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the CITY that at the time of acceptance of this Agreement any provision, condition or term of this Agreement
was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the CITY had no power or authority to make or enforce any such provision, condition or term.

14.15 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE’s obligations under this Agreement.

14.16 Hazardous Materials. LICENSEE shall not generate, handle, store, or dispose of any Hazardous Materials on, under, or in the ROW except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Premises. LICENSEE shall comply with all environmental laws during the Term of the Agreement and any/all Supplements. All Hazardous Materials used, kept and stored on or about the ROW by LICENSEE shall be used, kept and stored in compliance with all environmental laws and in a manner that minimizes the likelihood of any release on, above, under or from the ROW. LICENSEE agrees to indemnify, defend (with counsel approved in writing by the CITY) and hold the CITY harmless from and against any and all loss, damage, liability and expense related to environmental conditions, Hazardous Materials or any other environmental laws and regulations resulting directly or indirectly from LICENSEE’s activities in the ROW.

The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance, exposure to which is prohibited to regulated by any governmental authority having jurisdiction over the Facility, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq.; the laws, regulations or rulings of the state in which the Small Cell is located or any local ordinance affecting the Small Cell; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

14.17. Authority to Sign. CITY hereby designates, and authorizes, Scott Simmons, Director of Public Works Division, to execute all Supplements entered into under this Agreement. This designation and authorization may be changed by CITY upon written notice to LICENSEE.

[Signature page follows]
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this ___ day of ___ , 2016.

CITY:

CITY OF SPOKANE, a Washington municipal corporation

By:  
Name: David Condon  
Title: Mayor

ATTEST:

[Signature]

By:  
Name: [Signature]  
Title: Assistant City Attorney

LICENSEE:

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS,

By:  
Name: [Signature]  
Title: Director - Network Field Engineering

Ted Andersson,  
Director - Network Sys. Performance
STATE OF WASHINGTON )
                     ) ss.
COUNTY OF KING )

On this 25th day of August, 2016, before me, a Notary Public in and for the State of Washington, personally appeared Ted Anderssohn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of WA, residing at Bellevue, WA
My appointment expires 09/29/2019
Print Name Shirley A. Vanger
EXHIBIT A
FORM OF SUPPLEMENT
SUPPLEMENT

This Supplement ("Supplement"), made this __________ day of __________, 20__ ("Effective Date") between __________________________ ("City") and ________________________, d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell License Agreement between City and Licensee dated ______________, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby 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 Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to use the ROW for a Small Cell at the designated areas in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").

3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.

4. Term. The term of this Supplement shall be as set forth in Paragraph 2.2 of the Agreement.

5. Fees. The initial Rent for the term of this Supplement shall be ______________, as determined in accordance with Paragraph 5.1 of the Agreement, as adjusted by Paragraph 5.2.

6. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area.

7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such
applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by the City. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to the City.

8. Miscellaneous.

[Signature page follows]
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this 8th day of September, 2016.

CITY:

CITY OF SPOKANE, a Washington municipal corporation

By: [Signature]
Name: David Condon
Title: Mayor

ATTEST:

[Signature]
Name: Clerk
Title: Assistant City Attorney

APPROVED AS TO FORM

By: [Signature]
Name: [Name]
Title: Assistant City Attorney

LICENSEE:

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS,

By: [Signature]
Name: Jim R. Creel, Jr.
Title: Director - Network Field Engineering
Ted Andersen
Director - Network Sys.
Performance
On this 28th day of August, 2016, before me, a Notary Public in and for the State of Washington, personally appeared Ted Anderssohn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]

SHIRLEY A. VANGE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 29, 2019

NOTARY PUBLIC in and for the State of WA,
residing at Bellevue, WA
My appointment expires 09/29/2019
Print Name Shirley A. Vange
Attachment 1

Licensed Area