

**MASTER LICENSE AGREEMENT BETWEEN THE
CITY OF YAKIMA AND YAKIMA MSA LIMITED PARTNERSHIP
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

TABLE OF CONTENTS

SECTION	PAGE
SECTION 1. DEFINITIONS	2
SECTION 2. GRANTING CLAUSE	4
SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY	4
SECTION 4. TERM AND AMENDMENTS.....	5
SECTION 5. LICENSE FEES	7
SECTION 6. APPROVAL OF COMMUNICATION SITES.....	7
SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY	9
SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES	10
SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES	13
SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED... 	13
SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS.....	14
SECTION 12. EMERGENCY CONTACTS	14
SECTION 13. INDEMNITY	14
SECTION 14. INSURANCE REQUIREMENTS	15
SECTION 15. ADMINISTRATION OF LICENSE.....	17
SECTION 16. ASSIGNMENT OF LICENSE.....	19
SECTION 17. FUTURE CONTINGENCY.....	19
SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION ...	19
SECTION 19. TERMINATION BY LICENSEE.....	20
SECTION 20. GOVERNING LAW, JURISDICTION AND VENUE	20
SECTION 21. NON-DISCRIMINATION	21
SECTION 22. MISCELLANEOUS PROVISIONS	21

This MASTER LICENSE AGREEMENT FOR THE USE OF PUBLIC RIGHTS OF WAY ("Agreement") is made and entered into on _____ ("Effective Date") by and between the City of Yakima ("City" or "Licensor"), and Yakima MSA Limited Partnership, a Delaware limited partnership operating in the State of Washington ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Licensee has requested use of certain locations within the public rights-of-way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

WHEREAS, the City has the power to regulate the public rights-of-way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

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

(a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.

(b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.

(c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

(d) "City Representative" means the then current person at the City that oversees administration of this Agreement, or his/her designee.

(e) “Communication Facility” means Wireless Communication Equipment and/or Backhaul Equipment.

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

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

(h) “Communication Site Application” means a Standard Wireless Application as outlined by Yakima Municipal Code Section 15.29, as exists or is hereby amended.

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

(j) “Effective Date” means the latest date on which this Agreement is signed by both Parties.

(k) “Point of Demarcation” means the point where the Wireless Communication Equipment terminates and interconnects with Backhaul Equipment.

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

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

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

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

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

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

(r) “Unauthorized Installation Charge” means the license fee payable by Licensee to Licensors under this Agreement for an Unauthorized Communication Site.

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

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

SECTION 2. GRANTING CLAUSE

(a) **License to Use Rights-of-Way** – Licensors hereby grants Licensee, a non-exclusive, revocable license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement. Notwithstanding anything to the contrary contained herein, Licensors may only revoke the license as specifically provided herein.

(b) **License to Use City Poles** – Licensors also grants Licensee the right to use City poles for the purpose of attaching the Communication Facility based on the then-current inventory of City poles. Access to individual City poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement, the determination of the Public Works Director, and the Yakima Municipal Code.

(c) **Non-Exclusive License** – The Licensee’s right to use and occupy the Public Rights-of-Way and attach to City poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term, provided that such other use does not unreasonably interfere with Licensee’s use and placement of its already-existing Communication Facility in any Public Rights-of-Way.

SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY

(a) **Provision of Personal Communication Service** – Public Rights-of-Way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless

Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all applicable federal and state laws, ordinances, rules and regulations, and Rights-of-Way Regulations in connection with the use of Public Rights-of-Way. City will provide Licensee thirty (30) days' notice of any changes to its right-of-way use ordinance.

(b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on Licensors' poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Licensee's poles and surrounding space up to the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City.

SECTION 4. TERM AND AMENDMENTS

(a) **Term of Agreement** – The term of this Agreement shall be for twenty (20) years commencing on the Effective Date and ending at midnight on the last day of the term (the "Term"), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Term that the notifying Party will not renew the Term, the Term will automatically renew for one (1) additional five (5) year period, upon the same terms and conditions set forth in this Agreement. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.

(b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement and the Yakima Municipal Code. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder ("Commencement Date"), provided however that, so long as the Term is still in effect, unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew the term, the term will automatically renew for consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement, subject to increases in license fees as outlined in this Agreement, and provided the Agreement has not been terminated at the time of automatic renewal.

(c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for thirty (30) days after Licensee's receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (60) days after receipt of written notice of the breach from the non-breaching Party; or (iii)

by Licensee, at any time, with or without cause, upon notice to Licensor.

(d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensor. Within thirty (30) days after such expiration or earlier termination, Licensee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative, excluding certain subsurface infrastructure, the permanent abandonment of which shall be deemed to occur on the 120th day after removal of the above-surface portions of the Communication Facility and shall be deemed a transfer of ownership of such subsurface infrastructure to the City and be deemed no longer part of the Communication Facility, provided, however, that permanent abandonment shall not be deemed to occur with respect to any portions expressly excluded from abandonment as specified in a notice from Licensee to Licensor during the 120-day period or as otherwise agreed to in writing between the Parties. Licensee shall continue to be liable to Licensor for the Annual License Fee prorated for every month that such Communication Facility remains in the Rights-of-Way and the Supplemental License shall be deemed to remain in effect until it is removed. After such removal, the Supplemental License shall be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensor in connection therewith.

(e) If City decides at any time to abandon any Pole, and it is not necessary to remove said pole in the sole determination of the City, it shall give the Licensee notice in writing or by electronic means at least ninety (90) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the City and any third parties have no attachments on such pole, Licensee shall have the option of acquiring ownership of the pole by paying City a mutually agreed upon price.

(f) Any holding over by Licensee after expiration or termination of this Agreement shall not be considered as a renewal or extension of this Agreement. Notwithstanding anything to the contrary in this Agreement and any associated Supplemental License, the occupancy of each Site after expiration or termination of this Agreement shall continue, and all other terms and conditions of this Agreement shall continue in full force and effect; provided, however, City shall have the right to apply a reasonable increase in the Annual License Fee to bring the Annual License Fee to fair market value, except to the extent that the Annual License Fee for a Site would be, in the absence of this Agreement, governed by law or regulation, in which case the Annual License Fee will be set in accordance with such law or regulation. Upon expiration or termination of this Agreement, the Parties will negotiate in good faith the terms of a replacement agreement. If the Parties have not reached agreement after one hundred eighty (180) days of good faith negotiations, City may thereafter terminate the holdover with an additional sixty (60) days written notice. Calculation of all prorated Annual License Fees under this Section shall be based on a 30-day month. Notice of any permitted increase in the Annual License Fee under this Section shall be given in writing at least thirty (30) days prior to becoming effective.

SECTION 5. LICENSE FEES

(a) **Annual License Fee** – The Annual License Fee per Communication Site shall be Two Hundred Seventy and 00/100 dollars (\$270.00) and includes all structure, infrastructure, appurtenant equipment and facilities available at the approved site. If the Site does not have the necessary infrastructure or facilities for Licensee's intended use, the cost to bring those facilities to the Site shall be paid by the Licensee. Further, if the applicable City poles will not meet State, local or Federal standards, or standards of any State or Federal agency solely as a result of Licensee's proposed installation, Licensee shall, at its sole cost, bring the applicable poles into compliance with all such required standards, prior to Licensee's installation. The Annual License Fee shall not be prorated.

(b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licenser the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"). Thereafter, on each annual anniversary of License Fee Commencement Date, Licensee shall pay Licenser the Annual License Fees.

(c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of receipt of written notice of non-payment will be assessed a rate of 10% per annum from that date.

(d) **Annual License Fees to Licenser** – Licensee shall pay Licenser the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Yakima and sent to:

City of Yakima
c/o Public Works Director
2301 Fruitvale, Ave.
Yakima, WA 98902

(e) **Periodic Increase in Annual License Fee** -- The Annual License Fee shall be reviewed each year and increased to the maximum license fee allowed by law or regulation. In the event there is no maximum license fee, the Annual License Fee shall increase 5% from the previous yearly fee.

SECTION 6. APPROVAL OF COMMUNICATION SITES

(a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application for every proposed Communication Site as outlined in the Yakima Municipal Code as it now exists or is hereafter amended.

(b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, the City Representative shall process the Communication Site Application pursuant to the Yakima Municipal Code as it now exists or is hereafter amended.

- (1) **Rights-of-Way Determination** – The Licensor will determine whether the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.
- (2) **Ownership of City Pole** – The Licensor will confirm the ownership of any City pole identified for installation of the Communication Facility. If a pole is a City pole, the requirements of Section 8 must be met.
- (3) **Site Eligibility** – Licensor shall determine whether a requested pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, Licensor must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, Licensor shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location. Any poles added by Licensee shall be pre-approved by Licensor prior to being installed. Installation of poles and facilities shall be at Licensee's sole risk and responsibility and in accordance with all necessary permits and applicable regulations related thereto. Licensor uses of its poles shall take priority and all other uses and facilities shall be placed to accommodate Licensor's facilities and use of the pole, as directed by Licensor.
- (4) **Review Criteria** – For each Communication Site Application, the City Representative shall:
 - a. Verify that the Communication Site Application is complete.
 - b. Review engineering design documents to determine:
 - i. compliance with contractual requirements under this Agreement; and
 - ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
 - iii. compliance with City pole attachment regulations for traffic light poles, including replacement of an electric meter with dual meters, if and as applicable.
 - c. Determine compliance with any other applicable requirements.

All Communication Site Applications requesting access to a City pole must include a load bearing study to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the

proposed alteration to the pole.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

(5) **Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements as outlined above, the City Representative shall review the Application within the federally-required time period and approve or deny such Communication Site application. The approval of the Communication Site Application requesting to attach to a City pole, or to install a new pole, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of all occupants of the Public Rights-of-Way, if required (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Washington standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), if required. In no event shall Licensors treat Licensee’s Communication Site Applications or ROW Permit applications in a more burdensome manner than Licensors treat Public Rights-of-Way access permits of all other public utilities and telecommunications services providers. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with any affected City departments.

(6) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY

(a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Public Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City’s Rights-of-Way Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks, and at the expense of the Licensee.

(b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City’s Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES

(a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City pole, Licensee shall verify with the City the eligibility of the specified pole for attachment of the Communication Facility. City has the sole authority to determine whether a pole is eligible or ineligible for use under this agreement. In addition, Licensee shall conduct an engineering load bearing study to determine whether the pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel and the Rights-of-Way Manager.

(b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations and permit requirements, including but not limited to provisions and permits pertaining to the following activities:

- (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
- (2) installation of new poles in the Rights-of-Way;
- (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
- (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
- (5) applicable excavation and restoration standards; and
- (6) pavement repairs.

(c) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.

(d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Public Rights-of-Way, Licensee shall engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.

(e) **Maintenance and Repair of Communication Facility** – Licensee shall keep and maintain all Communication Facility installed on Public Rights-of-Way in

commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.

(f) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any interference issues prior to approval of such application.

(g) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Licensee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication Facility attached to a City traffic light pole, Licensee shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations of the traffic light system or other public safety functions. Licensee shall obtain all necessary permits prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.

(h) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City's Rights-of-Way Regulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.

(i) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.

(j) **No Limitation in City's Operation of Traffic Light Signal System** – The Parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain, and remove City traffic light poles in the manner that best enables the operation of its traffic light signal system and protect public safety. The City Representative may deny access to City traffic light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Licensee any attachment right to install Communication Facility to any specific

traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

(k) **Coordination of Traffic Light Maintenance Activities and Emergency Response** – Prior to conducting planned or routine maintenance on specific components of the traffic light signal system mounted on poles where Communication Facility has been installed, the City shall provide Licensee thirty (30) days advance written notice of such maintenance activities. In advance of such maintenance activities, Licensee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. In the event of failure of components of the traffic light signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, Licensors will respond to restore traffic light signal operations as a matter of public safety under the emergency provisions outlined in Section 12. Should the events that result in damage or failure of the traffic light signal system also affect Communication Facility, Licensee shall have the sole responsibility to repair or replace its Communication Facility and shall coordinate its own emergency efforts with the City.

(l) **Relocation** -- In the event the City desires to replace, relocate, improve, or modify the Right-of-Way, or demolish any pole owned by the City and used by Licensee, in connection with any type of public improvement project, in a manner likely to cause interference with the Communication Facility therein, the City shall have the right to cause Licensee to relocate the Communication Facility subject to the terms and conditions herein.

(1) Relocation. If the City requires Licensee to relocate Communication Facility from all or any portion of a Citypole, the City shall have the right to require Licensee to relocate to an alternative space upon the following terms and conditions: (i) City shall deliver to Licensee a relocation notice to relocate the Communication facility at least ninety (90) days from the date on which Licensee must relocate the Communication Facility; (ii) City shall identify a suitable relocation space to ensure that it provides substantially similar signal coverage for the Licensee as that of the space being relocated; (iii) such relocation will be performed exclusively by Licensee with costs paid by Licensee; (iv) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the original pole or space during such relocation with no additional fee due to City; and (v) the Annual License Fee applicable to such new space shall not be payable until the Licensee achieves full on-air operation in the ordinary course of Licensee's business in the relocated space. Licensee shall not be required to pay any additional application, review or other fees in connection with any relocation initiated by City. If, in Licensee's reasonable judgment, no suitable relocation space can be found, then Licensee shall have the right to terminate the applicable Supplemental License for which City is requiring relocation upon written notice to the City, and without penalty or further obligation.

(2) Relocation In The Event of An Emergency. Notwithstanding Section (1)(a)

above, in the event of an emergency, the City will endeavor to provide as much notice to Licensee for the relocation of the Communication Facility as warranted by the circumstances pertaining to the emergency.

SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES

(a) **Supervision by Rights-of-Way Manager** – In the event Licensee desires to install poles on Public Rights-of-Way in order to install a Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, so that they will not interfere with any other existing utilities or already-existing facilities, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Licensee's personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.

(b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Licensee shall verify with the Rights-of-Way Manager the eligibility of the Rights-of-Way location for the proposed pole installation. Licensee shall include in the Communication Site Application documentation from the Rights-of-Way Manager approving the proposed pole.

SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED

(a) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other pre-existing facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

(b) **Signal Interference with City's Communication Infrastructure Prohibited**
In the event that Licensee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving written notice.

(c) **Inspection** – Licensor reserves the right to make inspections of each of Licensee's attachments and related equipment on City poles at any time. Licensor may charge Licensee for necessary make ready work including pre-construction, post construction, provided that Licensor has provided written notice to Licensee of such make ready work, and with reasonable discretion, subsequent and periodic inspections of the Communication Facilities occupying the City's poles and its Rights-of-Way. Licensee shall reimburse Licensor for the reasonable expense of any inspection done to investigate

interference with the rights of others' pre-existing uses, inspection regarding signal interference, and other inspection conducted to ensure Licensee's compliance with this Section 10 Licensee shall reimburse Licensor for the cost of such inspections.

SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS

Compliance with Local Regulations – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

SECTION 12. EMERGENCY CONTACTS

(a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make every reasonable effort to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee's network operations center may be reached 24/7 at NOC 800-510-6091.

(b) **Licensee's Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative.

(c) **Licensee's Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining necessary permits, provided Licensee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the Rights-of-Way, Licensee will contact the City Representative and give notice to Licensor of the network emergency and an estimated time period to address the situation. Licensee will obtain necessary permits as soon as possible after the emergency to cover its emergency work.

(d) **Licensor's Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee.

SECTION 13. INDEMNITY

(a) **General Indemnity Clause** – Licensee covenants and agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively ("Indemnitees"), from and against any and all costs, claims, liens,

damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the City or an Indemnatee. **IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**

(b) **Licensor's Duty to Notify Licensee of Claims** – The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.

(c) **Licensor's Consent to Settle Claims** – Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City's withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.

SECTION 14. INSURANCE REQUIREMENTS

(a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.

(b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.

(c) The Licensee's financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage written on an occurrence basis, by companies eligible to do business in the State of Washington and with an A.M Best's rating of no less than A-VII, in the following types and for amounts listed below:

Type of Coverage	Amounts
1. Workers' Compensation	Statutory
2. Employers' Liability	\$2,000,000
3. Commercial General Liability Insurance on ISO CGL form 00 01 or equivalent to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/complete operations	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence and General Aggregate limit of \$2,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence

(d) The Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Include the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policies.

(1) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City for claims subject to Licensee's indemnity obligations. Licensee may be a qualified self insurer for this line of coverage.

(2) Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days' prior written notice of cancellation of any required coverage that is not replaced.

(e) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.

(f) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.

(g) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.

(h) It is agreed that the Licensee's required insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of Licensee's indemnity obligations under this Agreement.

(i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

(j) Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in this section. In the event Licensee elects to self-insure its obligation to include City as an additional insured, the following additional provisions shall apply (in addition to those set forth in section):

- (1) City shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (2) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and
- (3) City shall fully cooperate with Licensee in the defense of the claim, demand,

SECTION 15. ADMINISTRATION OF LICENSE

(a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager, or Public Works Director in the event there is no assigned Rights-of-Way Manager, shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.

(b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the

Rights-of-Way Manager and the City Representative.

(c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licensor:

City of Yakima
129 N. 2nd Street
Yakima, WA 98901
Attn: Public Works Director

With a copy to:

City of Yakima
129 N. 2nd Street
Yakima, WA 98901
Attn: City Clerk's Office

If to Licensee:

Yakima MSA Limited Partnership
c/o U.S. Cellular
Attention: Real Estate Lease
Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

SECTION 16. ASSIGNMENT OF LICENSE

(a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensors to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets that are the subject of this Agreement by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensors, which shall not be unreasonably withheld, delayed or conditioned. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Licensee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

(b) **Licensee's Right to Grant Security Interest in License** – Additionally, Licensee may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement, any Supplemental License and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees' interests in this Agreement are subject to all of the terms and provisions of this Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

SECTION 17. FUTURE CONTINGENCY

Renegotiation for Incapacity of Contract – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Licensee and Licensors shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment.

SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION

(a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by either party to the other party, if a party engages in a pattern of materially breaching this Agreement and such breaches are not cured within sixty (60) days after receipt of written notice of such breach. A party shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of a party to insist upon or seek compliance with such terms and conditions.

(b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensors under the Agreement at the time of termination, or (ii) concerning any claim for damages

against Licensee under this Agreement. Licensor's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensor of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

(c) Termination of this Agreement does not relieve either Party from the obligation concerning any claim for damages against the other Party under this Agreement. Parties' rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Either Party may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by either Party of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

SECTION 19. TERMINATION BY LICENSEE.

Licensee may terminate a Supplemental License for any reason or no reason upon thirty (30) days' written notice to City.

SECTION 20. GOVERNING LAW, JURISDICTION AND VENUE

(a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Washington, and the City of Yakima in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.

(b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.

(c) **Enforcement of Local Regulations** – Licensor expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.

(d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE

STATE AND FEDERAL COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

SECTION 21. NON-DISCRIMINATION

Non-Discrimination – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, or any other persons or groups protected by state, local or federal law, unless exempted by state or federal law.

SECTION 22. MISCELLANEOUS PROVISIONS

(a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensor. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.

(b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

(d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.

(e) **Authority** – Licensee and the City hereby represent and warrant that the signers of this Agreement have full authority to execute this Agreement on behalf of the Licensee or the City respectively.

(f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee's access rights concerning the Rights-of-Way.

(g) **Change of Law** – If any federal, state, or local laws or regulations (including,

but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, “Laws”) that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the Parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

(h) **Force Majeure** – In the event a Party’s performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party’s reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, pandemics, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

(i) **Amendments** – Any amendment or revision to this Agreement shall be agreed to, in writing, by both Parties.

(j) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.

(k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.

(l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

EXECUTED and AGREED.

CITY OF YAKIMA

**Yakima MSA Limited Partnership
By: United States Cellular Operating Company of
Yakima
Its: General Partner**

(Signature)

Catherine Shackleford
(Signature)

Printed Name: _____
Title: _____
Date: _____

Printed Name: Catherine Shackleford
Title: VP, Supply Chain
Date: _____

ATTEST:

Sonya Claar-Tee, City Clerk

**EXHIBIT A Supplemental
License Form**

**Supplemental License No. _____
For Communication Facility Installation**

This Supplemental License is entered on this ____ day of _____, _____, between the City of Yakima, acting through its City Representative, or his/her designee, (“Licensor”) and Yakima MSA Limited Partnership (“Licensee”).

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

**Authorizing
Agreement:**

License: Master License Agreement for Use of Public Rights-of-Way

Licensor: City of Yakima

Licensee: Yakima MSA Limited Partnership

Initial

Annual License Fees: _____

Commencement Date: _____

Term: Term subject to the Master License Agreement.

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

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

2. **Source of Authority** – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Master License Agreement between the City and Licensee for the Use of Public Rights-of-Way,” as it may be amended by the Parties during its Term (“Master License Agreement”). All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Master License Agreement, unless otherwise indicated herein.
3. **Approval Process** – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the City Representative on _____. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.
4. **Scope of License** – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.
5. **Conflict in Interpretation** – Nothing in this Supplemental License is intended to grant Licensee any rights or privileges beyond those addressed in the Master License

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

6. **Site Specific Conditions** – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.
7. **Site Modifications** – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Master License Agreement, Licensee shall file a wireless facilities permit application, as required by ordinance, with the City Representative describing the proposed modifications. The City Representative, or his/her designee, shall review the application pursuant to the terms and conditions in the Master License Agreement and federal, state and local laws, and if approved such application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.
8. **License Fee** – The Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated as set forth in the Master License Agreement, payable by Licensee as provided therein.
9. **Commencement Date** – The Commencement Date for this Supplemental License shall be the same date that the wireless facilities permit application associated with this Supplemental License, which is hereby approved by the City Representative.
10. **Term** – The term for this Supplemental License, as described in Section 1 above, is set forth in the Master License Agreement.

NOW THEREFORE, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

LICENSOR

CITY OF YAKIMA

By: _____
Printed Name: _____
Title: _____
Date: _____

LICENSEE

Yakima MSA Limited Partnership

By: United States Cellular Operating Company of Yakima

Its: General Partner

By: _____
Printed Name: _____
Title: _____
Date: _____