

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/22/18**

<b>AGENDA ITEM:</b>	
Verizon Wireless Franchise	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Colin Olivers	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
Application, Proposed Franchise	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

Seattle SMSA Limited Partnership (dba “Verizon Wireless”) has approached the City for a franchise to install wireless communications facilities within the City rights-of-way. Legal staff worked off an existing telecommunications franchise and updated and added language to conform to current practices and to accommodate wireless facilities. From this updated starting point, City staff and Verizon Wireless have negotiated the attached franchise.

The Franchise, along with the municipal code sets the overall relationship between the City and Verizon Wireless. For individual installations, Verizon Wireless still must satisfy municipal code requirements and must obtain a right-of-way permit and, if the facility will occupy the surface of the right-of-way, a site specific agreement with the City. Verizon Wireless has identified one proposed location at this time, but has not yet begun the siting process. The agreement is effective for an initial term ending December 31, 2022 and will automatically renew for an additional five years unless either party elects for the franchise to terminate. The proposed franchise is substantially similar to the recently approved franchises to Wave and Verizon Fiber.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council approve, and authorize the Mayor to execute, the proposed franchise.
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COMMUNITY DEVELOPMENT DEPARTMENT  
80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

**FRANCHISE APPLICATION TO CONSTRUCT, OPERATE, AND MAINTAIN A WIRELESS COMMUNICATION FACILITY IN THE CITY OF MARYSVILLE**

1. Name, mailing address, phone and fax numbers, and e-mail address of the Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name, title, mailing address, phone number, fax number, and e-mail address of the Applicant's authorized representative who may be contacted by the City regarding this Application:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

3. Applicant's Marysville business license number: \_\_\_\_\_

All contractors and subcontractors of the Applicant doing business in Marysville must also obtain a City business license.

4. Attach a resume detailing the prior history of the Applicant and the Applicant's expertise in the Wireless Communication Facility ("WCF") field.

5. Attach information demonstrating the Applicant's legal, technical, and financial ability to construct, operate and maintain the proposed system.

6. Attach information identifying any and all partners, general and limited, of the Applicant,

if a partnership; members, if a limited liability company; or percentage of stock owned or controlled by each stockholder having a 5% or greater interest, if a corporation.

7. Attach a list of directors, officers, and key employees of the Applicant, together with a description of the background of all such persons.

8. Attach a list of the names and addresses of any parent entity or subsidiary of the Applicant or any other business entity owning or controlling the Applicant in whole or in part, or owned or controlled in whole or in part by the Applicant.

9. Attach a description of the proposed franchise sought by the Applicant and information relating to the characteristics and location of the proposed WCF.

10. Will the Applicant sell or lease capacity, conduit, fiber, or other facilities to any other person or entity?      Yes       No

11. If the answer to Question 10 was “Yes,” please explain, in an attachment hereto, the nature of the use by other persons or entities.

12. If the Applicant intends to provide services to residences, businesses, or others within the City, please explain the nature of the services and provide a general description of the intended customers.

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13. Attach a map showing the proposed WCF locations throughout the City. Use colors and a legend to show the following: (1) the infrastructure that is proposed in the Application, (2) where overhead facilities will be installed, (3) where surface facilities will be installed, and (4) to the extent known at the time of filing this Application, the facilities that are planned for the City. If the map is too small to show the information clearly, the Applicant will be required to supply a larger map.

14. Describe the sizes, types, and number of facilities that will be installed as part of the construction proposed in the Application.

15. In order to minimize the impact of the Applicant’s proposed construction, has the Applicant:

- Checked pending applications and recently granted permits in the City to determine whether the opportunity to construct using joint trench or share facilities is available?
- Checked right of way resurfacing schedules?

16. Attach a proposed construction and service schedule.

The Applicant agrees to provide all other information reasonably requested by the City.

I declare under penalty of perjury, under the laws of the State of Washington, that the foregoing information is true and correct.

Name of Applicant: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative's Signature

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Please submit the completed Application to the City Clerk, City of Marysville, 1049 State Ave., Marysville, WA 98270. Per Marysville Municipal Code Section 5.73.060, this Application must be accompanied by a \$5,000 application fee.



Authorized Agent

To Whom This May Concern:

This letter is to confirm that Odelia Pacific Corporation is hereby an authorized agent to submit applicable land-use, building and/or franchise permit applications on behalf of Verizon Wireless.

Please accept this letter as confirmation of agent status.

Lelah Vaga

*Print Name*

A handwritten signature in blue ink, appearing to read "Lelah Vaga", written over a horizontal line.

*Signature*

Real Estate Specialist

*Title*

1-9-2017

*Date*

## Additional Questions - Marysville Franchise Application

4. Attach a resume detailing the prior history of the Applicant and the Applicant's expertise in the Wireless Communication Facility ("WCF") field.

Seattle SMSA Limited Partnership d/b/a Verizon Wireless has been a nationwide communications provider for over 15 years and holds Federal Communications Commission (FCC) licenses to provide wireless communication services throughout Washington State. Verizon Wireless has many operating wireless telecommunication facilities within the City of Marysville. Verizon Wireless is a registered business with the State of Washington (UBI No. 600546159). Please see the attached copies of Verizon Wireless's FCC licenses.

5. Attach information demonstrating the Applicant's legal, technical, and financial ability to construct, operate and maintain the proposed system.

Verizon Wireless is authorized by their FCC licenses to construct, operate, and maintain their proposed wireless communication facilities.

6. Attach information identifying any and all partners, general and limited, of the Applicant, if a partnership; members, if a limited liability company; or percentage of stock owned or controlled by each stockholder having a 5% or greater interest, if a corporation.

Seattle SMSA Limited Partnership d/b/a Verizon Wireless is a limited partnership. Verizon Wireless is a publicly traded company listed on the New York Stock Exchange and the NASDAQ Global Select Market.

Detailed information can be found at: <http://www.verizon.com/about/our-company>

7. Attach a list of directors, officers, and key employees of the Applicant, together with a description of the background of all such persons.

The requested information can be found at: <http://www.verizon.com/about/our-company>

8. Attach a list of the names and addresses of any parent entity or subsidiary of the Applicant or any other business entity owning or controlling the Applicant in whole or in part, or owned or controlled in whole or in part by the Applicant.

Seattle SMSA Limited Partnership d/b/a Verizon Wireless is a subsidiary of Verizon Communications Inc.

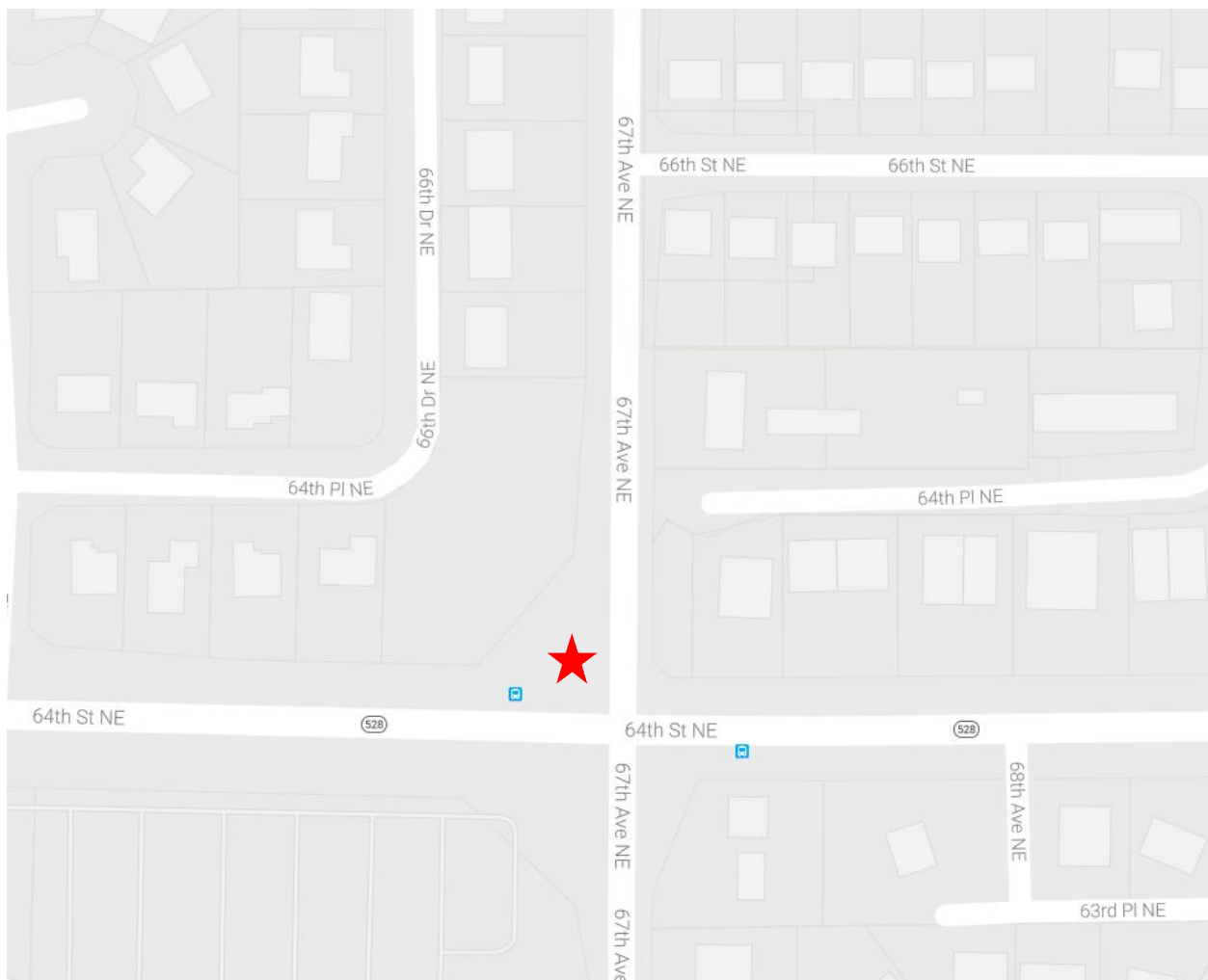
Detailed information can be found at: <http://www.verizon.com/about/our-company>

Attach a description of the proposed franchise sought by the Applicant and information relating to the characteristics and location of the proposed WCF.

Verizon Wireless is seeking a franchise agreement with the City of Marysville for locating wireless telecommunication facilities (both macro and small cells) within the right-of-way onto existing right-of-way (ROW) infrastructure (i.e. utility poles and light structures).

13. Attach a map showing the proposed WCF locations throughout the City. Use colors and a legend to show the following: (1) the infrastructure that is proposed in the Application, (2) where overhead facilities will be installed, (3) where surface facilities will be installed, and (4) to the extent known at the time of filing this Application, the facilities that are planned for the City. If the map is too small to show the information clearly, the Applicant will be required to supply a larger map.

At this time, the SEA STP site is the only proposed site to be located within the right-of-way (ROW). Please see the attached copy of the survey which provides more detailed information about the SEA STP site. Please see the below map which shows the proposed location.



For the SEA STP site, Verizon Wireless is proposing to install antennas and associated axillary equipment onto a replacement SnoPUD pole and locate two (2) equipment cabinets nearby within the ROW. The proposed height increase will adhere to code requirements which limits utility pole height increases to the sum of the height of the wireless antenna(s) and necessary equipment, plus the minimum vertical separation distance as required by the utility agency.

14. Describe the sizes, types, and number of facilities that will be installed as part of the construction proposed in the Application.

At this time, Verizon Wireless has one (1) macro site proposed within the right-of-way (ROW) to be located on a Snohomish County PUD (SnoPUD) pole. This site is called SEA STP and is proposed to be located corner of 64th Street NE (Hwy 528) and 67th Ave. NE. Verizon Wireless is proposing to attached antennas to the SnoPUD pole and locate two (2) equipment cabinets within the ROW.

Additionally, Verizon Wireless hopes to have small cell sites proposed within the City of Marysville by Summer 2017.

16. Attach a proposed construction and service schedule.

At this time, Verizon Wireless expects to start construction on the SEA STP by early 2018.



REFERENCE COPY

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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY  
CELLCO PARTNERSHIP  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

<b>Call Sign</b> WQVP237	<b>File Number</b>
<b>Radio Service</b> AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)	

FCC Registration Number (FRN): 0003290673

<b>Grant Date</b> 04-08-2015	<b>Effective Date</b> 11-01-2016	<b>Expiration Date</b> 04-08-2027	<b>Print Date</b>
<b>Market Number</b> BEA170	<b>Channel Block</b> J	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Seattle-Tacoma-Bremerton, WA			
<b>1st Build-out Date</b> 04-08-2021	<b>2nd Build-out Date</b> 04-08-2027	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WQJQ694), File Number, and Radio Service (WU - 700 MHz Upper Band (Block C)).

FCC Registration Number (FRN): 0003290673

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions: Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY
VERIZON WIRELESS (VAW) LLC
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WQGD676), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003800307

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

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**Licensee Name:** VERIZON WIRELESS (VAW) LLC

**Call Sign:** WQGD676

**File Number:**

**Print Date:**

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Preferred  
Copy

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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY  
VERIZON WIRELESS (VAW) LLC  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

<b>Call Sign</b> WQGB232	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003800307

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 11-04-2016	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> BEA170	<b>Channel Block</b> B	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Seattle-Tacoma-Bremerton, WA			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY  
VERIZON WIRELESS (VAW) LLC  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

<b>Call Sign</b> WQCX698	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003800307

<b>Grant Date</b> 06-11-2015	<b>Effective Date</b> 11-04-2016	<b>Expiration Date</b> 06-20-2025	<b>Print Date</b>
<b>Market Number</b> BTA413	<b>Channel Block</b> C	<b>Sub-Market Designator</b> 4	
<b>Market Name</b> Seattle-Tacoma, WA			
<b>1st Build-out Date</b> 06-20-2010	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY  
VERIZON WIRELESS (VAW) LLC  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

<b>Call Sign</b> WPOI202	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003800307

<b>Grant Date</b> 06-11-2015	<b>Effective Date</b> 11-04-2016	<b>Expiration Date</b> 06-23-2025	<b>Print Date</b>
<b>Market Number</b> MTA024	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 7	
<b>Market Name</b> Seattle			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY  
VERIZON WIRELESS (VAW) LLC  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

<b>Call Sign</b> WPOH985	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003800307

<b>Grant Date</b> 06-11-2015	<b>Effective Date</b> 11-04-2016	<b>Expiration Date</b> 06-23-2025	<b>Print Date</b>
<b>Market Number</b> MTA024	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 7	
<b>Market Name</b> Seattle			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: SEATTLE SMSA LIMITED PARTNERSHIP

ATTN: REGULATORY  
SEATTLE SMSA LIMITED PARTNERSHIP  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

<b>Call Sign</b> KNKA215	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA020	<b>Channel Block</b> B
<b>Sub-Market Designator</b> 0	

FCC Registration Number (FRN): 0001581305

<b>Market Name</b> Seattle-Everett, WA
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<b>Grant Date</b> 08-26-2014	<b>Effective Date</b> 11-01-2016	<b>Expiration Date</b> 10-01-2024	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
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**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	47-26-08.0 N	122-28-08.0 W	118.0	41.2	1030720

Address: 10505 S.W. 188 ST.

City: VASHON ISLAND County: KING State: WA Construction Deadline:

<b>Antenna: 3</b> Azimuth (from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	116.800	124.500	109.100	129.300	139.500	94.400	83.200	80.000
<b>Transmitting ERP (watts)</b>	2.570	7.580	9.100	7.410	2.690	0.450	0.100	0.450
<b>Antenna: 4</b> Azimuth (from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	116.800	124.500	109.100	129.300	139.500	94.400	83.200	80.000
<b>Transmitting ERP (watts)</b>	0.100	0.100	0.530	1.070	0.980	0.980	1.250	0.560
<b>Antenna: 5</b> Azimuth (from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	116.800	124.500	109.100	129.300	139.500	94.100	83.200	80.100
<b>Transmitting ERP (watts)</b>	21.340	7.930	0.890	0.100	0.100	0.660	6.440	21.340

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	47-49-13.3 N	122-16-44.5 W	131.1	50.9	

Address: 3303 196TH PLACE S.W.

City: LYNNWOOD County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	14.500	75.200	55.300	103.100	105.800	91.300	132.100	128.800
Transmitting ERP (watts)	121.400	13.010	0.530	0.380	0.410	0.780	1.060	43.080
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	14.500	75.200	55.300	103.100	105.800	91.300	132.100	128.800
Transmitting ERP (watts)	0.710	25.300	98.430	15.960	0.410	0.450	0.360	0.540
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	14.500	75.200	55.300	103.100	105.800	91.300	132.100	128.800
Transmitting ERP (watts)	0.300	0.170	0.250	0.370	9.560	44.460	10.670	0.240

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	47-27-01.4 N	121-41-26.4 W	47.5	48.5	

Address: 2.92 MILES SOUTHEAST OF

City: TANNER County: KING State: WA Construction Deadline:

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-251.200	207.700	-468.800	-483.900	-294.100	-106.700	-15.900	380.400
Transmitting ERP (watts)	12.490	0.990	0.420	0.420	1.540	18.480	157.280	136.980
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-252.300	206.800	-469.700	-484.800	-295.000	-107.700	-16.800	379.400
Transmitting ERP (watts)	1.960	23.580	152.220	264.520	148.750	22.000	1.790	0.530

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	47-40-05.4 N	122-22-50.5 W	21.3	27.4	

Address: 1801 NW MARKET ST

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	8.300	-2.400	-2.400	9.100	-9.400	27.300	27.500	26.000
Transmitting ERP (watts)	51.070	19.420	3.080	0.260	0.140	1.120	8.880	36.160

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	47-40-05.4 N	122-22-50.5 W	21.3	27.4	

Address: 1801 NW MARKET ST

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	2.800	-7.900	-7.900	3.600	-14.900	21.800	22.000	20.500
Transmitting ERP (watts)	1.960	13.220	39.920	35.580	9.580	1.290	0.120	0.160
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	2.800	-7.900	-7.900	3.600	-14.900	21.800	22.000	20.500
Transmitting ERP (watts)	0.100	0.100	0.100	0.100	2.070	14.300	4.220	0.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	47-51-34.0 N	121-51-49.0 W	111.3	49.7	1034750

Address: 27408 OWENS ROAD

City: MONROE County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-63.800	-182.200	105.500	-406.300	-66.800	-30.900	109.200	4.500
Transmitting ERP (watts)	52.510	117.550	295.270	104.770	58.780	104.770	295.270	117.550

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
30	47-46-37.0 N	122-19-31.0 W	103.9	53.3	1058264

Address: 205 NE 205TH ST.

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	62.800	34.500	71.000	85.800	68.600	128.400	115.500	132.600
Transmitting ERP (watts)	41.060	15.610	2.470	0.210	0.110	0.900	7.140	29.070
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	62.800	34.500	71.000	85.800	68.600	128.400	115.500	132.600
Transmitting ERP (watts)	0.290	1.970	5.940	5.290	1.420	0.190	0.100	0.100
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	62.800	34.500	71.000	85.800	68.600	128.400	115.500	132.600
Transmitting ERP (watts)	0.100	0.100	0.100	0.610	3.110	6.810	3.830	0.760

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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36 47-36-45.4 N 122-17-43.5 W

Address: 1126 Martin Luther King Way

City: Seattle County: KING State: WA Construction Deadline:

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	55.800	35.300	30.000	30.000	62.300	80.400	67.700
Transmitting ERP (watts)	20.000	20.000	20.000	20.000	20.000	20.000	20.000	20.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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38 47-31-02.0 N 121-54-17.3 W 301.1 60.0

Address: 33010 SE 99TH

City: SNOQUALMIE County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	312.200	115.800	-130.600	-274.800	-56.900	8.000	40.700	175.200
Transmitting ERP (watts)	58.740	7.740	0.590	0.130	0.130	0.340	3.010	31.550
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	312.500	116.100	-130.300	-274.500	-56.600	8.300	41.000	175.500
Transmitting ERP (watts)	1.000	12.020	77.630	134.900	75.860	11.220	0.910	0.270
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	312.500	116.100	-130.300	-274.500	-56.600	8.300	41.000	175.500
Transmitting ERP (watts)	0.720	0.100	0.100	0.410	4.170	16.600	19.950	7.590

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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47 47-49-58.4 N 121-34-46.4 W 606.9 35.7

Address: 1.2 MILES NW OF

City: INDEX County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-335.700	-345.800	-227.400	392.000	-2790.00	15.100	431.000	164.200
Transmitting ERP (watts)	4.080	0.380	11.160		0		36.860	80.710
				87.550	20.320	3.920		
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-335.700	-345.800	-227.400	392.000	-279.900	15.100	431.000	164.200
Transmitting ERP (watts)	12.930	1.200	35.320	277.070	64.310	12.390	116.660	255.430

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
58	47-16-58.4 N	122-18-44.4 W	85.3	37.5	

Address: INTERSECTION SR 161 & S 356TH STREET

City: FEDERAL WAY County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.200	39.200	59.300	9.700	60.300	55.500	70.100	88.100
Transmitting ERP (watts)	13.800	4.790	0.720	0.100	0.100	0.390	2.880	11.220
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.300	39.200	59.300	9.700	60.300	55.500	70.100	88.100
Transmitting ERP (watts)	0.790	5.010	14.130	10.960	2.690	0.350	0.100	0.100
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.200	39.200	59.300	9.700	60.300	55.500	70.100	88.100
Transmitting ERP (watts)	0.150	0.100	0.170	1.580	7.760	15.140	7.590	1.410

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
61	47-55-33.0 N	122-14-34.0 W	167.6	49.7	1031124

Address: 709 80TH ST. S.W.

City: EVERETT County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	192.100	178.500	171.900	68.200	76.500	145.700	169.000	193.900
Transmitting ERP (watts)	67.980	1.030	0.200	0.200	0.200	0.200	0.820	15.940
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.900	180.300	173.700	70.100	78.400	147.500	170.800	195.800
Transmitting ERP (watts)	10.080	54.130	81.930	41.060	5.290	0.410	0.170	0.820
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.900	180.300	173.700	70.100	78.400	147.500	170.800	195.800
Transmitting ERP (watts)	6.250	0.510	0.150	0.560	6.700	43.250	75.160	42.270

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
67	47-24-40.4 N	122-01-45.4 W	146.3	54.6	

Address: 23235 S.E. 212TH

City: MAPLE VALLEY County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	107.600	-167.900	-95.600	-23.600	44.100	83.700	69.800	79.200
Transmitting ERP (watts)	63.090	8.130	0.630	0.260	1.260	15.490	83.170	125.890
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.900	-168.500	-96.200	-24.200	43.500	83.100	69.200	78.500
Transmitting ERP (watts)	31.620	128.820	31.620	2.290	0.290	0.250	0.260	2.340
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.900	-168.500	-96.200	-24.200	43.500	83.100	69.200	78.500
Transmitting ERP (watts)	0.200	0.200	2.140	21.880	87.100	81.280	16.980	1.550

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
69	47-38-54.4 N	122-08-37.4 W	115.2	12.5	

Address: 4205 148th Avenue N.E.

City: Bellevue County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.000	55.400	20.300	24.700	-29.400	92.500	109.400	66.400
Transmitting ERP (watts)	8.560	3.250	0.520	0.100	0.100	0.190	1.490	6.060
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.000	55.400	20.300	24.700	-29.400	92.500	109.400	66.400
Transmitting ERP (watts)	0.380	2.580	7.800	6.960	1.870	0.250	0.100	0.100
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.000	55.400	20.300	24.700	-29.400	92.500	109.400	66.400
Transmitting ERP (watts)	0.120	0.100	0.100	0.800	4.100	8.960	5.040	1.010

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
82	47-12-14.4 N	121-47-44.4 W	1328.9	54.3	

Address: (Grass Mtn) GRASS MOUNTAIN RADIO TOWER

City: GREEN WATER County: KING State: WA Construction Deadline:

Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	818.800	630.400	389.100	661.800	624.000	828.300	933.200	792.800
Transmitting ERP (watts)	0.100	0.100	4.800	13.220	0.470	0.140	0.100	0.100
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	818.800	630.400	389.100	661.800	624.000	828.300	933.200	792.800
Transmitting ERP (watts)	0.100	0.100	2.520	14.720	20.960	15.410	2.960	0.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
84	47-23-41.4 N	121-27-10.3 W	728.2	62.2	1030990

Address: 66825 S.E. 229TH WAY

City: North Bend County: KING State: WA Construction Deadline:

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-195.400	-638.500	-296.200	-100.200	-437.400	-256.000	-9.200	-347.000
Transmitting ERP (watts)	137.560	84.820	14.400	1.990	0.280	0.740	6.140	51.110
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-195.400	-638.500	-296.200	-100.200	-437.400	-256.000	-9.200	-347.000
Transmitting ERP (watts)	3.990	0.710	0.470	0.600	5.910	61.830	235.090	45.840

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
85	47-45-24.1 N	121-05-32.9 W	1570.9	45.7	1236198

Address: Skyline Ridge Highway 2 USFS (SE1710)

City: Skykomish County: CHELAN State: WA Construction Deadline:

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	299.600	551.000	157.000	24.100	131.500	478.700	313.700	485.200
Transmitting ERP (watts)	15.000	44.150	53.330	47.090	55.840	41.400	11.800	2.970

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

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Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
87	47-38-22.4 N	122-23-57.5 W	45.7	14.0	

Address: 3214 WEST MCGRAW STREET

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	42.300	-2.100	26.300	30.400	38.300	55.600	36.100	58.700
Transmitting ERP (watts)	7.860	3.680	0.700	0.100	0.100	0.110	0.840	4.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
91	48-19-29.0 N	121-41-32.0 W	1344.2	47.8	

Address: 48187 SEGELSON RD

City: DARIRNGTON County: SKAGIT State: WA Construction Deadline:

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	544.300	937.900	963.400	962.800	716.200	1024.300	381.100	462.000
Transmitting ERP (watts)	73.050	36.610	2.420	0.680	0.680	0.680	3.580	38.340
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	544.300	937.900	963.400	962.800	716.200	1024.300	381.100	462.000
Transmitting ERP (watts)	0.960	1.540	7.910	9.130	7.840	2.010	0.960	0.960
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	544.300	937.900	963.400	962.800	716.200	1024.300	381.100	462.000
Transmitting ERP (watts)	0.960	0.960	0.960	1.540	7.910	9.130	7.840	2.010

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
92	47-41-40.4 N	121-20-15.4 W	1019.6	44.2	1046476

Address: Natl Forest Dev Rd 6840 - 11.7mi E & S & W & N fr

City: Skykomish County: KING State: WA Construction Deadline: 06-16-2010

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.600	-150.400	21.900	33.800	-425.300	-40.900	137.700	397.400
Transmitting ERP (watts)	104.950	15.880	1.550	0.980	2.460	25.180	144.870	276.040
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.600	-150.400	21.900	33.800	-425.300	-40.900	137.700	397.400
Transmitting ERP (watts)	52.600	282.470	447.690	148.240	19.540	2.460	0.980	4.800



Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
93	47-35-41.4 N	122-02-00.4 W	166.4	48.2	

Address: 1906 228th Street SE

City: Sammamish County: KING State: WA Construction Deadline: 06-16-2010

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.000	118.800	59.200	-3.600	94.500	40.600	169.300	159.800
Transmitting ERP (watts)	211.790	59.510	3.340	0.960	0.960	0.960	7.240	100.640
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.000	118.800	59.200	-3.600	94.500	40.600	169.300	159.800
Transmitting ERP (watts)	1.210	59.380	401.440	366.120	23.100	1.920	0.960	0.960
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.000	118.800	59.200	-3.600	94.500	40.600	169.300	159.800
Transmitting ERP (watts)	1.370	0.960	0.960	3.460	58.260	42.760	57.030	2.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
94	47-28-08.0 N	121-49-21.0 W	984.5	82.3	1036090

Address: (RATTLESNAKE) 4.5 KM SW

City: NORTH BEND County: KING State: WA Construction Deadline: 07-22-2010

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	826.500	587.000	622.000	521.000	571.300	698.800	704.500	732.500
Transmitting ERP (watts)	4.350	7.830	0.960	0.960	0.960	0.960	0.960	0.960
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	826.500	587.000	622.000	521.000	571.300	698.800	704.500	1037.300
Transmitting ERP (watts)	0.960	0.960	0.960	5.730	6.400	0.960	0.960	0.960
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	826.500	587.000	622.000	521.000	571.300	698.800	704.500	732.500
Transmitting ERP (watts)	0.960	0.960	0.960	0.960	0.960	0.960	3.240	0.960

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
95	48-10-44.0 N	122-07-04.8 W	108.2	57.9	1279175

Address: (Arlington Heights) 20213 OLD BURN ROAD

City: ARLINGTON County: SNOHOMISH State: WA Construction Deadline: 02-08-2013

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Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-47.900	-41.300	-210.400	40.400	36.700	82.800	93.900	67.200
Transmitting ERP (watts)	77.700	4.830	0.790	0.790	0.790	15.510	161.940	262.250
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-47.900	-41.300	-210.400	40.400	36.700	82.800	93.900	67.200
Transmitting ERP (watts)	44.500	268.150	262.050	38.760	1.070	0.790	0.790	1.280
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-47.900	-41.300	-210.400	40.400	36.700	82.800	93.900	67.200
Transmitting ERP (watts)	0.790	0.790	0.790	13.950	58.240	70.040	23.880	2.120

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**Control Points:**

**Control Pt. No. 1**

Address: 500 W. Dove Road

City: Southlake County: TARRANT State: TX Telephone Number: (800)264-6620

**Waivers/Conditions:**

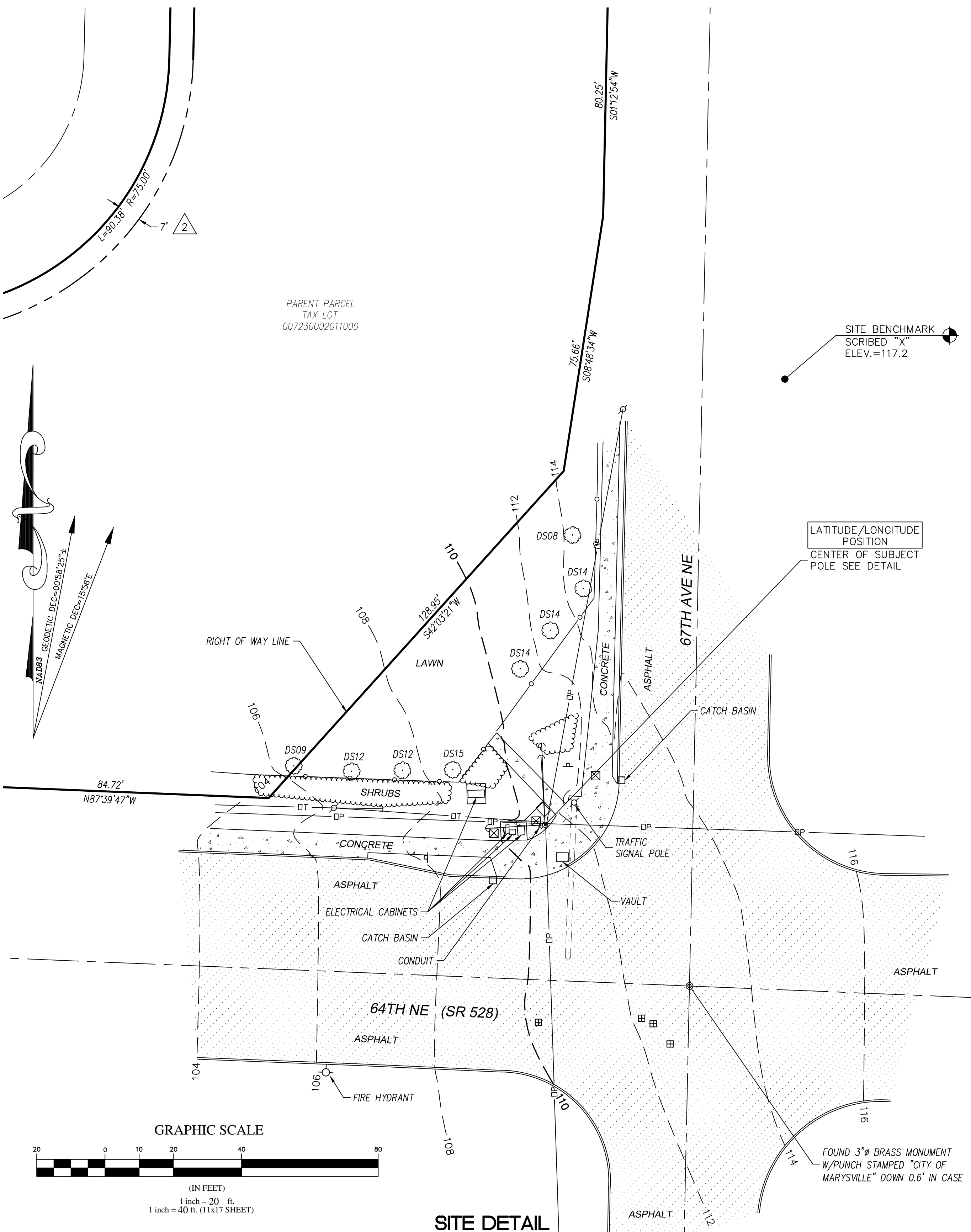
THIS AUTHORIZATION IS SUBJECT TO THE CONDITION THAT, IN THE EVENT THAT CELLULAR SYSTEMS USING THE SAME FREQUENCY BLOCK AS GRANTED HEREIN ARE AUTHORIZED IN ADJACENT TERRITORY IN CANADA, COORDINATION OF ANY OF THE LICENSEE'S TRANSMITTER INSTALLATIONS WHICH ARE WITHIN 45 MILES OF THE U.S. CANADA BORDER SHALL BE REQUIRED TO ELIMINATE ANY HARMFUL INTERFERENCE THAT MIGHT OTHERWISE EXIST AND TO INSURE CONTINUANCE OF EQUAL ACCESS TO THE FREQUENCY BLOCK BY BOTH COUNTRIES.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

**EASEMENTS** CORRESPONDS WITH ITEM NUMBER IN 'SCHEDULE B' OF TITLE REPORT.

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

- 7' UTILITY EASEMENT, PER PLAT RECORDING NO. 8307295001, RECORDS OF SNOHOMISH COUNTY - SHOWN
- MATTERS CONTAINED IN DECLARATION OF COVENANTS, RECORDING NO. 8309020071, RECORDS OF SNOHOMISH COUNTY - DOCUMENT CONTAINS INSUFFICIENT INFORMATION TO LOCATE HEREON, NOT SHOWN

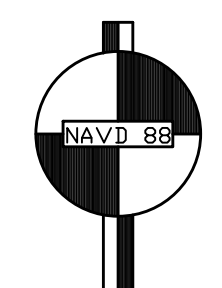


**LEGAL DESCRIPTION**

LOT 110, 111 AND 112, PLAT OF SUNCREST TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGES 120 AND 121, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

**LATITUDE/LONGITUDE POSITION**

COORDINATE DATA AT CENTER OF SUBJECT UTILITY POLE:  
 NAD 83  
 LAT - 48°03'13.57" N NAVD 88  
 LONG - 122°08'27.71" W ELEV.= 111.2 FEET

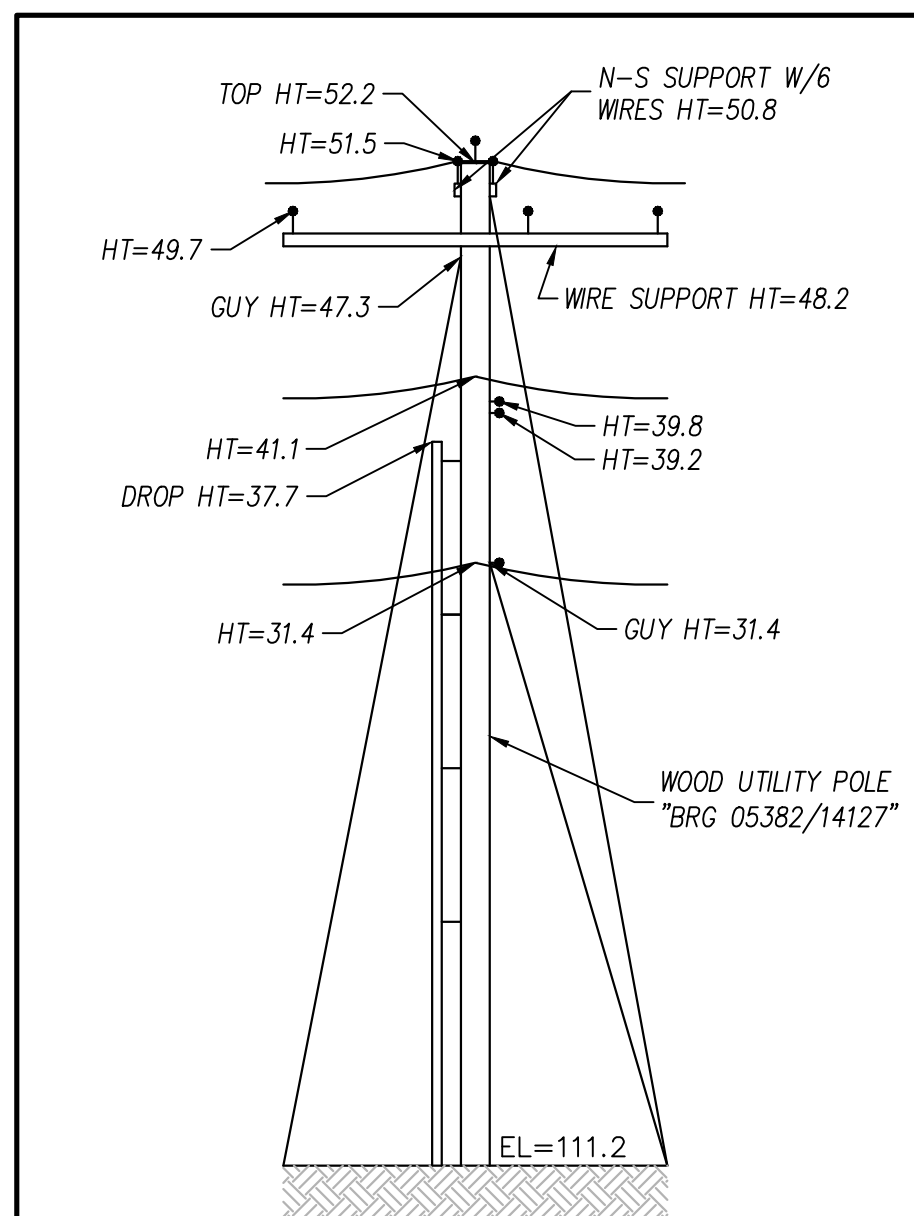


BENCHMARK IS "SSHO"  
 NGS GPS CORRS STATION.  
 ELEV = 322.1'

ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91:003.

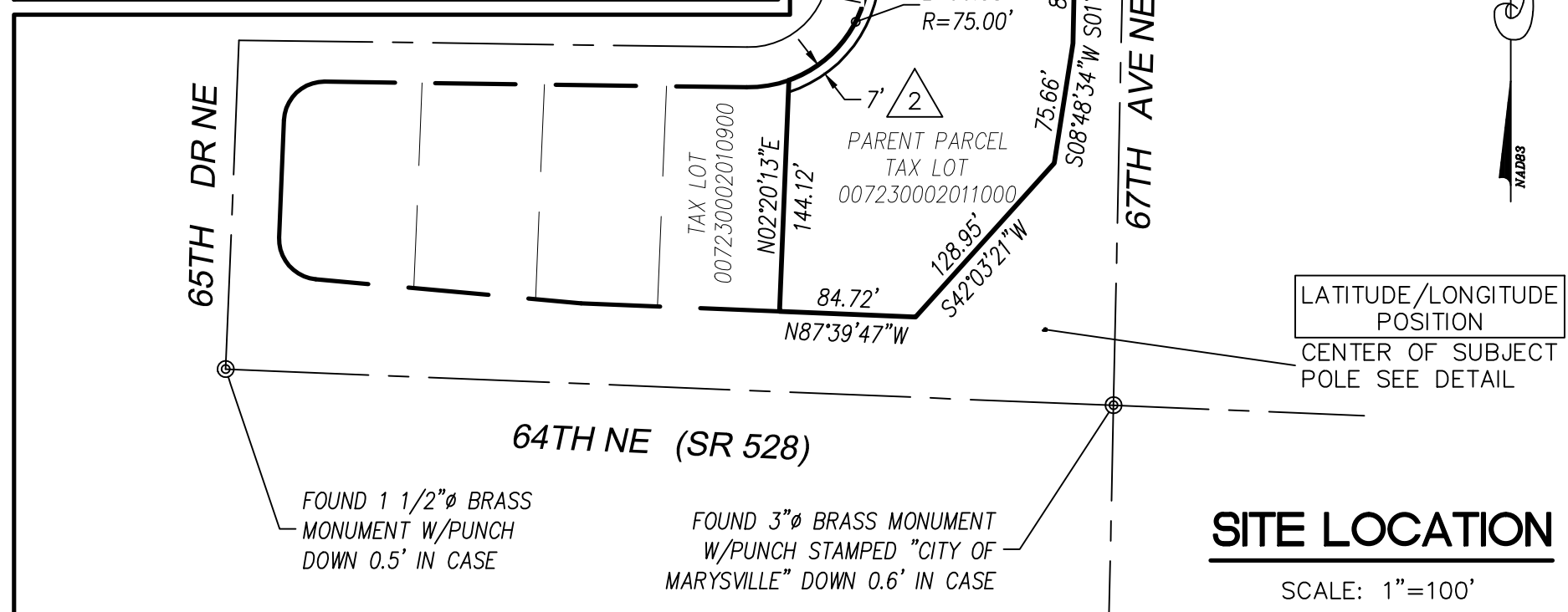
**NOTES**

- 1) TITLE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. 2775726, EFFECTIVE DATE NOVEMBER 9, 2016.
- 2) FIELD WORK CONDUCTED IN DECEMBER, 2016.
- 3) BASIS OF BEARING: WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83).
- 4) UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
- 5) FEMA DESIGNATION: ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PANEL 717 OF 1575, FIRM MAP NUMBER 53061C0717F, EFFECTIVE DATE SEPTEMBER 16, 2005.



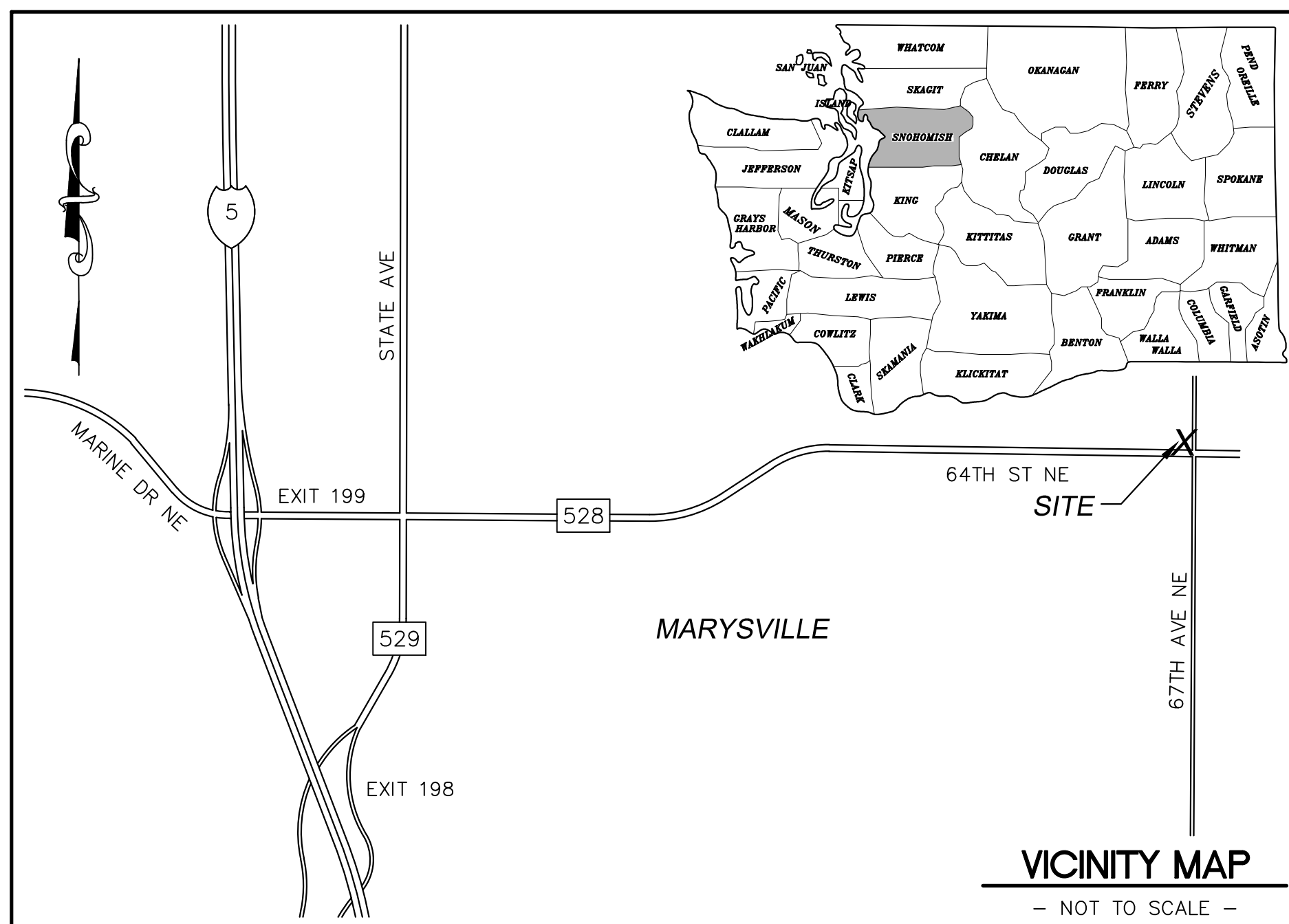
**POLE DETAIL**

NOT TO SCALE



**SITE LOCATION**

SCALE: 1"=100'



**VICINITY MAP**

- NOT TO SCALE -

**LEGEND**

- SUBJECT BOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- SECTIONAL BREAKDOWN LINE
- OVERHEAD POWER LINE
- BURIED POWER LINE
- BURIED GAS LINE
- OVERHEAD TELEPHONE LINE
- BURIED TELEPHONE LINE
- BURIED WATER LINE
- BURIED SANITARY SEWER
- BURIED STORM DRAIN
- DITCH LINE/FLOW LINE
- ROCK RETAINING WALL
- VEGETATION LINE
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE/WIRE FENCE
- TRANSFORMER
- FIRE HYDRANT
- LIGHT STANDARD
- GATE VALVE
- POWER VAULT
- WATER METER
- UTILITY BOX
- FIRE STAND PIPE
- UTILITY POLE
- IRRIGATION CONTROL
- POLE GUY WIRE
- CATCH BASIN, TYPE I
- GAS VALVE
- CATCH BASIN, TYPE II
- GAS METER
- SIGN
- TELEPHONE VAULT
- BOLLARD
- TEL. MANHOLE
- MAIL BOX
- TELEPHONE RISER
- SPOT ELEVATION

**TREE LEGEND**

- DECIDUOUS TREE
- TRUNK DIAMETER (IN)
- TYPE
- EVERGREEN TREE
- HEIGHT AGL IF MEASURED
- AL=ALDER
- MP=MAPLE
- DS=DECIDUOUS
- MA=MADRONA
- OK=OAK
- CH=CHERRY
- CE=CEDAR
- DF=DOUGLAS FIR
- HE=HEMLOCK
- PI=PINE
- EVG=EVERGREEN

NOTE: TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

**SITE INFORMATION**

TAX LOT NUMBER 0072300011000  
 SITE ADDRESS INTX, SR 528 & 67TH AVE NE, MARYSVILLE, WA 98270  
 SITE CONTACT AMY HESS  
 PHONE NUMBER 360-363-8100  
 ZONING R4.5 (CITY OF MARYSVILLE)  
 TOTAL LOT AREA 34,984± S.F.(0.80 AC.)  
 PROJECT AREA TO BE DETERMINED

**SURVEY REFERENCE**

1. PLAT OF SUNCREST TERRACE, RECORDING NO. 8307295001

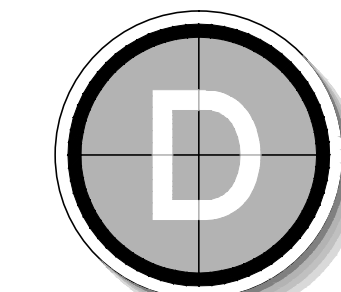
**BOUNDARY DISCLAIMER**

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

**CAUTION!**

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.

1-800-424-5555



**DUNCANSON**

Company, Inc.

145 SW 155th Street, Suite 102  
 Seattle, Washington 98166  
 Phone 206.244.4141  
 Fax 206.244.4455

SITE

**SEA STP**

INTX, SR 528 & 67TH AVE NE  
 MARYSVILLE, WA 98270  
 SNOHOMISH COUNTY

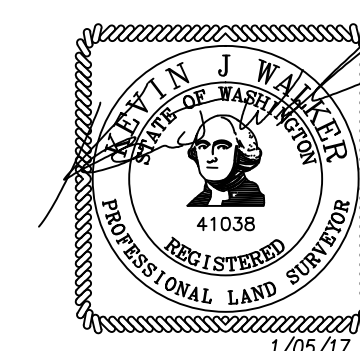
THIS DRAWING WAS CREATED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON, AND IS NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM SAID CLIENT.

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FLD. CREW:	PN/JAR
FLD. BOOK:	435/61
DRAWN BY:	RLP
JOB #:	99544.1441
DATE:	01/04/17

**REVISIONS**

DATE	DESCRIPTION	BY



SHEET TITLE  
 EXISTING SITE SURVEY  
 SEC 27, TWP 30 N, RNG 5 E, WM

SHEET NUMBER

**SV1**

**CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING FORTH THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SEATTLE SMSA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, AND GRANTING VERIZON WIRELESS A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND REMOVE WIRELESS FACILITIES WITHIN CITY RIGHTS-OF-WAY.

WHEREAS, Chapter 5.73 MMC details Wireless Communication Facility Franchise Regulations for the City of Marysville; and

WHEREAS, the City has also adopted land use regulations regarding Wireless Communications Facilities, which regulations are set forth in Chapter 22C.250 MMC; and

WHEREAS, pursuant to Chapter 5.73 MMC, Seattle SMSA Limited Partnership, a Delaware Limited Partnership d/b/a Verizon Wireless (the “Company”) has applied for a nonexclusive franchise to construct, operate, maintain, repair, replace, and remove wireless facilities on certain public Rights-of-Way within the City; and

WHEREAS, the Company and the City have engaged in negotiations regarding the Company’s right to utilize the City Rights-of-Way; and

WHEREAS, the City will authorize the Company to utilize the City Rights-of-Way subject to certain conditions and restrictions; and

WHEREAS, RCW 35A.47.040 and Chapter 35.99 RCW authorize the City to grant nonexclusive master permits or franchises for telecommunications facilities in the City Rights-of-Way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS AND THE PARTIES DO HEREBY AGREE AS FOLLOWS:

**Section 1. Definitions.**

For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings stated in this section. When consistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent not defined in this section, words shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Affiliate” means any corporate entity that (1) the Company owns or controls, (2) the

Company is owned or controlled by, or (3) is under common ownership with the Company. Any entity in which the Company has ownership of five percent (5%) or more of the equity ownership (either voting, control, or value) or in which the Company has actual working control, in whatever manner exercised, is an Affiliate. Both the entity owned or controlled and the entity owning or controlling are Affiliates of each other.

1.2 “Cable Television Service” means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of the video programming or other programming service.

1.3 “City” means the City of Marysville, Washington, and all the territory within its present and future boundaries and including any area over which the City exercises jurisdiction.

1.4 “City Codes” means the Marysville Municipal Code (“MMC”) and all ordinances, resolutions, standards, regulations, procedures, and policies of the City, all as currently existing or as hereafter amended or adopted.

1.5 “Communications Services” means wireless telecommunications services or capacity provided by the Company using its Facilities, either directly or by its Affiliates, including, but not limited to, the wireless transmission of voice, data, or other electronic information. For purposes of this subsection, “information” means knowledge or intelligence represented by writing, signs, signals, pictures, sounds, or any other symbols. Communications Services does not include Cable Television Service.

1.6 “Facilities” or “Facility” means the Company’s wireless communications system (whether macrocells, small cells, distributed antenna systems, or other) and wired support system constructed and operated within the City’s Rights-of-Way. Facilities shall include all antennas, radio units, cooling equipment, power, cables, amplifiers, conductors, lines, wires, conduits, ducts, manholes, pedestals, meters, and any associated converters, equipment, or other appurtenances and facilities for the purpose of providing Communications Services under this Franchise.

1.7 “Franchise” means the nonexclusive rights, privileges, obligations, and authority granted to the Company under this Ordinance. The Franchise may also be referred to as the “Master Permit” or the “Agreement.”

1.8 “Person” means any individual, corporation, partnership, association, joint venture, organization, or entity of any kind and the lawful trustee, successor, assignee, transferee, or personal representative thereof.

1.9 “Rights-of-Way” means the surface of any land and any space above or below the land previously or hereafter acquired by or dedicated to the public or the City for the purposes, in whole or in part, of public travel. Rights-of-Way includes, but is not limited to, public streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, and similar public property and areas located within the City and under the City’s jurisdiction. Rights-of-Way, for purposes of this Franchise, shall only include those areas that have been improved and/or maintained by the City. Rights-of-Way shall not include State highways. Rights-of-Way shall not include structures, including poles and conduits, located within the Rights-of-Way.

## **Section 2. Grant of Franchise.**

2.1 Subject to Chapter 5.73 MMC, the City hereby grants the Company a Franchise to use and occupy Rights-of-Way for the purpose of providing Communications Services, including, without limitation, the right to construct, operate, maintain, repair, replace, relocate, upgrade, and remove Facilities in accordance with this Ordinance. The Company and the City recognize that the Company intends, pursuant to this Franchise, to operate and maintain a wireless telecommunications system but that such a wireless system requires the support of a wired telecommunications system. This Franchise does not grant the Company the right to utilize Rights-of-Way to construct, operate, maintain, repair, replace, relocate, upgrade, or remove a wired telecommunications system except to the extent necessary to support its wireless provision of Communications Services. In order to provide any other services over the Facilities, the Company shall first be required to obtain any additional governmental authorizations required by law.

2.2 In exercising its rights and obligations under this Franchise, the Company shall comply with all lawfully enacted City Codes. In the event of a conflict between the provisions of this Franchise and the City Codes, the more restrictive provision shall control. In addition, in exercising its rights and obligations under this Franchise, the Company shall comply with all applicable State and Federal laws and regulations.

2.3 The provisions of this Franchise are subject to the lawful exercise of the City's police powers upon reasonable notice to the Company and nothing contained herein shall be deemed to affect the City's authority to exercise its police powers to the fullest extent afforded by the Washington State constitution and State law. In accepting this Franchise, the Company acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce, from time to time and in a manner the City deems reasonable, general ordinances necessary for the safety, health, and welfare of the public. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation for the use of the Rights-of-Way should the Company provide services other than Communications Services.

2.4 This Franchise does not grant the Company any vested right to use any portion of the Rights-of-Way except for locations approved by the City and then subject to the terms and conditions of this Franchise and the City's approval.

2.5 The authority granted herein to the Company is a limited authorization to construct, operate, maintain, repair, replace, relocate, upgrade, and remove Facilities in the Rights-of-Way to provide Communications Services and shall not include or be a substitute for:

2.5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City, including, but not limited to, a City business license; or

2.5.2 Any permit, agreement, authorization, or condition that may be required by the City for using the Rights-of-Way in connection with operations on or in the Rights-of-Way or public property, such as Rights-of-Way use permits and approved traffic control plans; or

2.5.3 Any permit, agreement, or authorization for occupying any other property of the

City or private entity to which access is not specifically granted by this Franchise, including, but not limited to, permits, agreements, or authorizations for placing devices on poles, in conduits, or in or on other structures.

2.6 This Franchise only conveys limited rights and interests as to the Rights-of-Way in which the City has an actual interest. The Franchise is not a warranty of title or interest, does not provide the Company with any representation as to any location of a Right-of-Way or the nature of the City's interest in any Rights-of-Way, and does not provide the Company with any interest in any particular location within the Rights-of-Way. The Franchise does not grant the Company any right to install any Facilities on any City property other than Rights-of-Way, upon any private property without the owner's consent, or upon any public or privately owned utility poles or conduits. To the extent the Company's use of a Right-of-Way is inconsistent with the terms, conditions, or provisions by which the Right-of-Way was created, dedicated, or is presently used, the Franchise grants the Company no right to construct, operate, maintain, repair, replace, relocate, upgrade, or remove Facilities from that Right-of-Way.

2.7 This Franchise shall not be construed as to deprive the City of any rights or privileges that the City now has or may hereafter have to regulate the use and control of the Rights-of-Way and public property. Nothing in this Franchise shall limit or expand the City's right of eminent domain under State law and the Company acknowledges that its use of the Rights-of-Way shall have no value. If at any time the City exercises its authority to vacate all or any portion of any Right-of-Way, the City shall not be liable for any damages or loss to the Company because of such vacation. The City may, upon ninety (90) days written notice to the Company, terminate this Franchise with respect to any such vacated area.

2.8 The rights and privileges granted under this Franchise are not exclusive. The Franchise is subject to all prior rights, interests, easements, or licenses granted by the City or its predecessors to any Person to use any property, Rights-of-Way, easement, right, interest, or license. The City reserves the right to approve the use of Rights-of-Way for any purpose, provided that any such use does not wholly or discriminately interfere with the Company's existing Facilities established under this Franchise. The City reserves the right to grant additional franchises to other telecommunications providers upon the same or similar terms at any time and to any Person, provided, however, that such additional grants will not operate to modify, revoke, or terminate any rights granted to the Company under this Franchise. The grant of any additional franchise alone shall not constitute a modification, revocation, or termination of rights previously granted to the Company.

2.9 This Franchise does not establish any priority for the use of the Rights-of-Way by the Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Rights-of-Way, the first priority shall be to the City in the performance of its various functions, the second priority shall be to the public generally, and thereafter the City, in exercise of its powers, in a reasonable and non-discriminatory manner shall determine priority between users.

2.10 To the extent that any of the Rights-of-Way within the City are a part of the State highway system and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation regulations, the Company shall comply with

said requirements in addition to City Codes. The Company shall correct any noncompliant Facilities identified by the City or by any other local, State, or Federal governmental entity.

### **Section 3. Term.**

3.1 Term. This Franchise shall be in effect from the date of acceptance, as set forth in section 17, until December 31, 2022, unless earlier terminated or revoked.

3.2 Renewal. This Franchise will automatically renew for an additional five (5) year period, upon the same terms and conditions, unless either party, prior to July 1, 2022, informs the other in writing that it wants the Franchise to expire on December 31, 2022.

3.3 Failure to Renew. If neither party indicates its desire for the Franchise to expire as provided in section 3.2 and the parties fail to formally renew this Franchise prior to December 31, 2027, the Franchise will automatically renew month to month until formally renewed or until either party gives written notice, at least ninety (90) days in advance, of its intent to have the Franchise expire.

### **Section 4. Use of Rights-of-Way.**

4.1 Installation of Facilities. Subject to the City Codes, the Company may construct, operate, maintain, repair, replace, relocate, upgrade, and remove its Facilities in, over, under, across, and along the City's Rights-of-Way, as necessary and appurtenant to the provision of its Communications Services.

4.2 Site Specific Agreements. Prior to constructing, installing, or operating any Facility on any City owned structure within a Right-of-Way or installing any Facility which will occupy, more than a de minimis amount of the surface of a Right-of-Way (i.e. a fiber optic cable protruding), the Company must first enter into a site specific agreement with the City in a form substantially similar to Exhibit A. Without limitation, such Facilities may include, but not be limited to, utility poles, monopoles, cell towers, vaults, and power supplies. The City has sole discretion to enter into a site specific agreement and may refuse to do so, among other reasons, where another facility is available for co-location or where a Facility at the given location is not necessary to the Company's provision of Communications Services.

4.3 Permits Required for Construction. Prior to doing any work in the Rights-of-Way, the Company shall apply for, and obtain, appropriate permits from the City including Right-of-Way permits and construction permits. As part of the permitting or approval process, the City may impose, in addition to the requirements contained in this Franchise, such reasonable conditions and regulations as are necessary: (1) to protect any structures in the Rights-of-Way and the public's use of the Rights-of-Way for pedestrian and vehicular traffic; (2) to provide for the proper restoration of the Rights-of-Way; and (3) to protect the public health, safety, and welfare.

4.3.1 Applications for any required permits or authorizations shall be made, processed, and approved in accordance with applicable City Codes in effect at the time of application. The Company shall assure that all applications, whether submitted by the Company, its employees,



agents, or contractors clearly identifies that the work is being done for the benefit of the Company and pursuant to this Franchise.

4.3.2 All permits or authorizations issued for the Company's Facilities or related to its Communications Services are subject to the provisions of this Franchise and the Company, its employees, agents, or contractors shall comply with the provisions of this Franchise whether incorporated into such permit or authorization or not.

4.3.3 The Company shall pay all generally applicable fees for the permit or authorization in accordance with the City Codes in effect at the time of application.

4.3.4 The City may reasonably require the Company's Facilities be installed at a particular time, at a particular place, or in a particular manner as a condition of access to a particular Right-of-Way and may deny access if the Company is not willing to comply with the City's requirements.

4.3.5 If the City reasonably determines that the work covered by an application presents a potential for disruption of traffic, injury, damage, or expense to the City if not correctly and timely completed, the City may require the Company to provide an assurance device, in a form acceptable to the City, prior to issuance of a permit or approval. Such project specific assurance device will be in addition to any general assurance devices required by this Franchise.

4.3.6 The City, following advance written notice of not less than thirty (30) days, may require the Company, at its own expense, to modify or remove any Facilities not authorized by this Franchise or installed without prior City approval. The City may remove the Facilities at the Company's sole expense if the Company fails to do so within the time period established by the City.

#### 4.4 General Standards.

4.4.1 All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All work authorized and required hereunder shall comply with the City permit or authorization, City Codes, and Federal and State law and regulations in effect on the date that permits or authorizations are issued for the applicable Facilities.

4.4.2 All installation of the Facilities shall be durable and installed in accordance with good engineering practices and industry standards in effect on the date the permits and authorizations are issued for the affected Facilities.

4.4.3 The Company, its employees, agents, and contractors shall comply with all applicable Federal, State, and City safety requirements, rules, regulations, laws, and practices in effect on the date the permits and authorizations are issued for the affected Facilities. By way of illustration and not limitation, this includes the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

4.4.4 The Company represents that it is familiar with Chapter 19.122 RCW and understands and will comply with local procedures and practices relating to the one call locator

service program. The Company and the City shall each comply with their respective obligations pursuant to Chapter 19.122 RCW.

4.5 Coordination. The Company agrees to cooperate with the City's Public Works Department to identify and evaluate the portions of Rights-of-Way necessary for the Company to serve its customers. Priority shall be given to use of those portions of Rights-of-Way where construction can be coordinated with other City and private construction activities, which will least impact the existing condition of the Rights-of-Way, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation. Sources for planned City and private construction activities include the City's Capital Facilities Plan, Comprehensive Plan, Comprehensive Utility Plan, written construction and planning schedules, and pending development, right-of-way, and construction applications.

4.5.1 Thirty (30) days after acceptance of this Franchise and at least annually thereafter, upon the City's written request, the Company shall submit to the City's Public Works Department a plan, in a format specified by the Department, that shows all major work anticipated to be done in the Rights-of-Way in the next year, to the extent such plans are conceptualized. The City will utilize the plan to identify conflicts and opportunities for coordination between users of the Rights-of-Way. The Company's plan shall be informational only and shall not obligate the Company to undertake any particular project or work. The Company shall identify any portions of its plan that the Company in good faith believes is not subject to disclosure under Chapter 42.56 RCW, shall mark such portions "Confidential," and shall provide a citation to the statutory basis for non-disclosure. The City will exercise its sole legal judgment in responding to a public records request. The City will endeavor to provide the Company an opportunity to obtain a court order preventing disclosure in the event the City intends to disclose a portion of the Company's plan marked "Confidential."

4.5.2 The City adopts a Capital Facilities Plan from time to time, which identifies the roadway projects that the City anticipates constructing during the term of the Capital Facilities Plan. The City will provide the Company a copy of the City's Capital Facilities Plan after acceptance of this Franchise and after adoption of an updated plan during the term of this Franchise.

4.5.3 Within thirty (30) days of acceptance of this Franchise, the Company shall provide the City an email address for the City to add to an email list. The City will communicate substantial (more than 500 lineal feet) roadway projects to this email list in order to provide the Company an opportunity to plan to install Facilities with minimal interruption.

4.5.4 Access to Open Trenches.

4.5.4.1 The Company will be entitled to reasonable access to open City utility trenches, provided that such access does not interfere with the City's placement of utilities or increase the cost to the City thereby. The Company shall pay the City the actual cost to the City resulting from providing the Company access to an open trench, including without limitation the pro rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project.

4.5.4.2 The Company shall provide the City and other utility providers or

franchise holders access to its open trenches, provided that: (1) such access does not interfere with the Company's Facilities, (2) the other utility provider or franchise holder agrees to reasonable terms of use, including reasonable costs or fees, and (3) the other utility provider or franchise holder has agreed to similar terms to provide access to its trenches.

4.5.4.3 The City will use reasonable efforts to include the Company in any platting process within the City and will exercise reasonable efforts to include, as a condition of issuing a permit for open trenching to any utility or developer, that: (a) the utility or developer give the Company at least fourteen (14) days advance written notice of the availability of the open trench and (b) that the utility or developer provide the Company with reasonable access to the open trench.

4.5.5 If the Company receives email notice of a substantial roadway project and fails to coordinate installation of its Facilities and thereafter seeks to trench, excavate, bore, or cut the street or overlay within five (5) years, the Public Works Director or designee may require additional roadway restoration. The Company agrees that such additional required roadway restoration may include full-width patching extending five (5) feet beyond the Company's disruption of the Right-of-Way

4.5.6 Subject to receiving reasonable advance written notice, the Company shall make reasonable efforts to have a representative attend and participate in meetings of the City regarding Rights-of-Way issues that may impact the Company's Facilities.

4.5.7 In all cases, the Company shall utilize existing poles and conduit wherever possible. Where the Company will place Facilities underground, and whenever reasonably practical, the Company shall utilize joint trenching and shared bores or cuts and shall work with other providers (such as telecommunications, cable, gas, electric utilities, or the City), licensees, permittees, and franchisees to reduce as far as possible the number of Right-of-Way disturbances.

4.5.8 To the extent practicable without limiting the performance of the Company's Communications System, the Company will install its Facilities in a manner that allows other users to collocate on the same support structure (whether owned by the Company or otherwise). This includes installing larger diameter conduit where financially reasonable and making the conduit available for additional facilities upon reasonable terms.

4.5.9 The Public Works Director, or designee (e.g., the City Engineer), will be authorized to approve the use by the Company of such Rights-of-Way requested by the Company, and the final decision regarding the use of the Rights-of-Way will remain in the sole discretion of the Public Works Director or designee in accordance with Federal and State law.

#### 4.6 Emergencies.

4.6.1 City's Direction. During unforeseen emergencies that create a threat to the public health, safety, or welfare, the City may require the Company to promptly remove, relocate, adjust, or secure its Facilities, at the Company's sole expense. If the Company fails, neglects, or refuses to promptly remove, relocate, adjust, or secure its Facilities, the City may perform such

work or cause it to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days. The provisions of this section shall survive the expiration, revocation, or termination of the Franchise.

4.6.2 Company's Determination. In the event that the Company determines that emergency repairs are necessary, the Company shall immediately notify the City of the need for such repairs. The Company may thereafter initiate such emergency repairs and shall apply for appropriate permits within forty-eight (48) hours after the emergency is abated.

#### 4.7 Location of Facilities.

4.7.1 As Built. The Company shall provide to the City, upon request and at no cost, a copy of all as-built plans, maps, and records, including revealing the final location and condition of its Facilities within the Rights-of-Way. Such records shall be provided in a format reasonably acceptable to the City.

4.7.2 GIS Mapping. The Company shall comply with City requirements regarding geographic information systems mapping for users of the Rights-of-Way that are in effect on the date the permits and authorizations are issued for the affected Facilities.

#### 4.8 Safety and Least Interference.

4.8.1 The Company shall construct, operate, maintain, repair, replace, relocate, upgrade, and remove Facilities in a manner that prevent injury to Persons, the City's property, or property belonging to any other Person. The Company, at its own expense, shall construct, operate, maintain, repair, replace, relocate, upgrade, or remove its Facilities to keep them in good repair and safe condition. Any work on the Facilities shall be properly safeguarded for the prevention of accidents.

4.8.2 The Company's construction, operation, maintenance, repair, replacement, relocation, upgrade, or removal of its Facilities shall be done in a manner that causes the least interference with the public's travel upon the Rights-of-Way and the rights and reasonable convenience of the abutting property owners and residents. The Company's Facilities shall be constructed, operated, maintained, repaired, replaced, relocated, upgraded, and removed in a manner that causes the least interference with sewers, water pipes, City facilities, or other facilities that may have been located in the Rights-of-Way. The Company shall not interfere with travel and use of public places by persons during the construction, operation, maintenance, repair, replacement, or removal of Facilities and shall not obstruct or impede traffic, except to the extent necessary.

4.8.3 The provisions of this section 4.8 shall survive the expiration, revocation, or termination of the Franchise.

4.9 Notice to Private Property Owners. Except in the case of an emergency involving public safety or an outage or service interruption to a large number of users, the Company shall give

reasonable advance notice to private property owners or residents located within one hundred feet (100') of the Company's Facilities of work that may interfere with the use of property.

#### 4.10 Restoration of Property.

4.10.1 The Company, while constructing, operating, maintaining, repairing, replacing, or removing its Facilities shall protect adjoining public and private property from damage. If damage occurs, the Company shall promptly notify the property owner within twenty-four (24) hours of notice or discovery of any such damage.

4.10.2 Whenever the Company disturbs or damages any Rights-of-Way or adjoining public or private property the Company shall promptly restore, at the Company's own cost, the Rights-of-Way or property to at least its prior condition, excepting normal wear and tear. The Company shall use its best efforts to complete the restoration as soon as practicably possible, considering the nature of the work to be performed, but in no event more than thirty (30) days following completion of the work.

4.10.3 The Company shall be responsible to maintain, repair, or reconstruct the site of any work in the Right-of-Way, in a condition reasonably acceptable to the City, until the Right-of-Way is reconstructed, repaved, or resurfaced by the City.

4.10.3.1 In the event that the Company's work, restoration work, subsurface material, pavement, or patch should become depressed, broken, or fail in any way at any time following the completion of the work, the Company shall repair, restore, or cause to be repaired or restored, such condition to the reasonable satisfaction of the City.

4.10.3.2 The repair or restoration shall be completed within the time specified by the City, which shall not be less than seventy-two (72) hours.

4.10.3.3 If the Company fails to repair or restore the Right-of-Way to the City's reasonable satisfaction within the time specified by the City, the City may cause the repair or restoration to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days of receipt of such bill.

4.10.4 Whenever a new street is completed or an overlay of an existing street has been completed within five (5) years of a newly proposed trench, excavation, bore, or cut, additional roadway restoration shall be required as determined by the Public Works Director or designee. The Company agrees that such additional required roadway restoration may include full-width patching extending five (5) feet beyond the Company's disruption of the Right-of-Way.

4.10.5 The provisions of this section 4.10 shall survive the expiration, revocation, or termination of the Franchise.

4.11 Undergrounding. The Company shall place underground, at the Company's expense unless stated otherwise, all of its Facilities that are located or are to be located above or within the Rights-of-Way of the City in the following cases:

- (a) All other existing utilities are required to be placed underground by Federal or State law or regulation or the City Codes;
- (b) The Company is unable to get pole attachment agreement permits from pole owners;
- (c) Underground easements are obtained from developers of new residential areas; or
- (d) When required by City Codes or applicable State or federal law.

4.11.1 Whenever the City may require the undergrounding of aerial utilities, the Company shall underground its aerial Facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground Facilities will be approved by the City, following consultation with the Company. Where other utilities are present and involved in the undergrounding project, the Company shall only be required to pay its fair share of the common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of the Company's Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of all other utility facilities being undergrounded.

4.11.2 If an ordinance is passed creating a local improvement district which involves placing underground utilities including the Company's Facilities which are currently located overhead, the Company shall participate in such underground project and shall remove poles, cables, overhead wires, and other Facilities within such district if requested to do so and place such Facilities underground. If such undergrounding of the Company's Facilities is part of such a project, the costs thereof shall be included in such local improvement district.

4.11.3 In those areas and portions of the City where the transmission or distribution facilities of any utilities providing telephone service and any utilities providing electric service are underground or hereafter are placed underground, then the Company shall likewise construct, operate, and maintain all of its transmission and distribution Facilities underground. Amplifiers and connectors in the Company's transmission and distribution lines may be in appropriate enclosures upon or above the surface of the ground in locations approved by the City, provided that the Company and the City enter into a site specific agreement as detailed in section 4.2. Upon sufficient notice, work shall be done at the same time as other facilities that are placed underground and all work shall be done consistent with City Codes and to minimize impact on streets and neighborhoods.

4.11.4 The Company shall use conduit or its functional equivalent to the greatest extent possible for undergrounding. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. The Company shall use and construct, in conjunction and coordination with other utility companies or providers, common trenches for underground construction whenever available and possible.

4.11.5 The provisions of this section 4.11 shall not require the Company to place underground any Facility that is required to remain above ground in order to be functional. To the extent the Company would otherwise be required to underground such a Facility under the provisions of this section 4.11 or desires to construct such a Facility that would otherwise be required to be placed underground, the Company must either relocate onto another existing pole in the area, subject to Company obtaining permission from the pole owner and any and all required permits and approvals from the City, or seek a site specific agreement as detailed in section 4.2 and construct a new pole or support structure on which to locate such Facility at a location agreeable to the City and the Company.

4.11.6 The provisions of this section 4.11 shall survive the expiration, revocation, or termination of the Franchise.

#### 4.12 Removal or Relocation

4.12.1 Safety and Free Passage. If the City, in its sole discretion, determines that an emergency exists or that a Facility unduly burdens or endangers the safe and free passage of traffic on the Rights-of-Way, the Company shall modify, replace, relocate, remove, or disconnect the Facilities in the time specified by the City's notice, which the City shall attempt to make no less than seventy-two (72) hours, except in the case of emergency. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City or if the City determines that the City must immediately undertake the modification, replacement, relocation, removal, or disconnection, the City may cause the modification, replacement, relocation, removal, or disconnection to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days of receipt of such bill.

4.12.2 Movement for City Purposes. For any City project, the City may require the Company to modify, replace, relocate, remove, or disconnect its Facilities at the Company's sole expense. The City will make a reasonable effort to provide the Company with an alternate location within the Rights-of-Way. The City will provide at least ninety (90) days written notice to the Company prior to the modification, replacement, relocation, removal, or disconnection of the Company's Facilities and will attempt to minimize the impact on the Company's Facilities. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City, the City may cause the modification, replacement, relocation, or removal to be done at the Company's sole expense. The City will bill the Company for any expense incurred, including any costs or expenses incurred by the City due to the Company's delay within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days of receipt of such bill.

4.12.3 Movement for Other Franchise Holders. If any removal, replacement, modification, or disconnection of the Company's Facilities is required to accommodate the construction, operation, or repair of the facilities or equipment of another City franchise holder or user of the Rights-of-Way, the Company shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible Person, provided

such changes are not discriminatory and do not prevent the Company's continued use of its Facilities in the Right-of-Way. The costs associated with the removal, replacement, modification, or disconnection of the Facilities shall be paid by the benefited Person, and the Company may require a reasonable deposit of the estimated payment in advance.

4.12.4 When no longer needed to provide its Communications Services, the Company shall not remove any underground Facilities that require excavation, trenching, or other opening of the Rights-of-Way to remove the Facilities without the City's prior written consent. The Company may remove any underground Facilities from the Rights-of-Way installed in a manner such that the Facility can be removed without excavation, trenching, or other opening of the Rights-of-Way.

4.12.5 The provisions of this section 4.12 shall survive the expiration, revocation, or termination of the Franchise.

4.13 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance written notice, the Company shall temporarily raise, lower, or remove its Facilities as necessary to permit the moving of a building, vehicle, equipment, or other work. The expense of such temporary changes must be paid by the permit holder and the Company may require a reasonable deposit of the estimated payment in advance.

4.14 Reservation of City's Use of Rights-of-Way. Nothing in this Franchise shall prevent the City from constructing sewers, grading, paving, repairing, or altering any Rights-of-Way, laying down, repairing, or removing water mains, or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of the Company's Facilities.

4.15 Tree Trimming. To the extent a City owned tree interferes with the Company's Facilities, the Company may prune or cause to be pruned, using proper pruning practices, the City's tree upon receiving the City's approval, which will not unreasonably be withheld. In the event of an emergency, the Company may trim the tree and thereafter provide the City notice of the emergency and the tree trimming with forty-eight (48) hours.

4.16 Inspection of Construction and Facilities. The City may inspect any of the Company's Facilities after forty-eight (48) hours written notice, or, in case of an emergency, upon demand without prior notice.

4.17 Work by Agents, Contractors, and Subcontractors. The Company's agents, contractors, and subcontractors shall be properly licensed and bonded in accordance with the City Codes and State law. Work by agents, contractors, and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its agents, contractors, and subcontractors as if the work were performed by the Company. The Company shall ensure that all such work is performed in compliance with this Franchise and applicable laws and shall be jointly and severally liable for all damages and correcting all damage caused by any agents, contractors, or



subcontractors. The Company is responsible for ensuring that agents, contractors, and subcontractors are familiar with the requirements of this Franchise and applicable laws.

## **Section 5. Fees.**

### **5.1 Recovery of Costs.**

5.1.1 The Company shall be subject to a one-time administrative fee of two thousand dollars (\$2,000.00) for the City's costs relating to the administration of this Franchise. The Company agrees to pay such administrative fee upon acceptance of this Franchise.

5.1.2 The Company shall reimburse the City within thirty (30) days of receiving an itemized billing from the City for incurred costs, itemized by project, for the Company's proportionate share of all actual, identified expenses incurred by the City as a result of the presence of the Company's Facilities in the Rights-of-Way. This may include the City's expenses in planning, constructing, installing, repairing, altering, or maintaining any City facility. Additionally, the Company shall reimburse the City's expenses related to review, inspection, supervision, or enforcement of the Company's activities pursuant to this Franchise.

5.2 Allowable Taxes. Nothing provided herein shall exempt or otherwise limit the Company's obligation to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation. The Company's failure to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation shall constitute a material breach of the Franchise.

5.3 In the event that any payment due to the City under this Franchise, except for allowable taxes, is not received by the City by the date due, interest will be charged from the due date at the rate of twelve percent (12%) per annum.

5.4 Acceptance of Payment. No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Franchise. The Company's payment to the City shall not be construed as an acknowledgement by the Company that the amount paid is the correct amount and the Company reserves the right to subsequently seek to recover any amount of such payments in the event of an erroneous overpayment or for other lawful reasons.

5.5 Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a "telephone business" as defined in RCW 82.16.010 or a "service provider" as defined in RCW 35.99.010, for the use of the City's Rights-of-Way, except for actual administrative expenses directly related to the franchise or any tax authorized by State law. The Company hereby warrants that its operations, as authorized under this Franchise, are those of a "telephone business" as defined in RCW 82.16.010 or as a "service provider" as defined in RCW 35.99.010. As a result, the City currently lacks the authority to impose any franchise fee under the terms of this Franchise, other than as described herein.

5.6 The City reserves its right to impose a franchise fee, in accordance with State or Federal law, on the Company for purposes other than to recover its administrative expenses, if the

Company's operations as authorized by this Franchise change such that the Company's uses of the Rights-of-Way are not those of a "telephone business" as defined in RCW 82.16.010, those of a "service provider" as defined in RCW 35.99.010, or if State or Federal law is amended to allow the imposition of such a franchise fee. The City further reserves the right to require the Company to obtain a separate franchise for its use of City Rights-of-Way to the extent the Company's use is not as a "telephone business" as defined in RCW 82.16.010 or as a "service provider" as defined in RCW 35.99.010.

5.7 The City reserves its right to impose site specific charges, if allowed by law, for the use of City Rights-of-Way for placement of wireless telecommunications Facilities as provided in RCW 35.21.860(l)(e) by execution of a site specific agreement in substantially the form set forth in Exhibit A.

## **Section 6. Hold Harmless and Indemnity.**

6.1 The Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, costs, and reasonable expert witness fees, arising out of or in connection with the construction, operation, maintenance, repair, replacement, and removal of the Company's Facilities or the Company's actions under this Franchise, whether by the Company, its agents, servants, employees, contractors, subcontractors, or assigns, except for injuries and damages caused by the sole negligence of the City.

6.2 Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Company and the City, its officers, officials, employees, agents, and volunteers, the Company's liability hereunder shall be only to the extent of the Company's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Company's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver relates solely to indemnity claims made by the City directly against the Company for claims made against the City by the Company's employees. This waiver has been mutually negotiated by the parties.

6.3 To the extent not covered by the indemnity requirements of section 6.1, the Company shall indemnify, defend, and hold the City harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the Company's failure to remove, adjust, or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

6.4 In various provisions of this Franchise, the Company is obligated to take action at the direction of the City within a specified time (see i.e. and without limitation, section 4.10.3.3, 4.12.1) and the City is thereafter empowered to undertake such actions at the sole expense of the Company if the Company fails to accomplish the action within the specified time. The City's actions in such a situation are termed the "City's Remedial Actions" for purposes of this section. To the extent not covered by the indemnity requirements of section 6.1, the Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers

harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the actions of the City, its officers, officials, employees, agents, and volunteers (“City Indemnites”) in undertaking the City’s Remedial Actions under this Franchise, except for injuries and damages caused solely by the gross negligence of the City or City Indemnites. The Company and the City agree that this indemnification obligation is separate, additional to, and severable from the Company’s other indemnification obligations under this Franchise.

6.5 In any case in which a claim, injury, damage, loss, or suit is instituted against or submitted to the City and the City reasonably determines that the same was caused in whole or in part by the Company, the City or other indemnified party will promptly tender the defense of the claim to the Company. The Company shall thereafter have the duty to appear and defend without cost or expense to the City. The City may participate in the defense of a claim and, in any event, the Company may not agree to any settlement of claims affecting the City without the City’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

6.6 The provisions of this section 6 shall survive the expiration, revocation, or termination of the Franchise.

## **Section 7. Insurance.**

7.1 General Requirement. The Company shall procure and maintain for the duration of this Franchise, and until all Facilities are removed from Rights-of-Way or abandoned in place, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Franchise or involve the Company.

7.2 No Limitation. The Company’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Company to the coverage provided by such insurance or otherwise limit the City’s recourse to any remedy available at law or equity.

7.3 Insurance Limits. The Company shall maintain in full force and effect, at its own cost and expense, each of the following policies of insurance:

7.3.1 Commercial General Liability insurance with limits of Five Million dollars (\$5,000,000) per occurrence for bodily injury and property damage and Five Million dollars (\$5,000,000) general aggregate including personal and advertising injury, blanket contractual liability; premises-operations; independent contractors; products and completed operations; and explosion, collapse, and underground.

7.3.2 Commercial Automobile Liability insurance with a combined single limit of Five Million dollars (\$5,000,000) per accident for bodily injury and property damage with respect to each of the Company’s owned, hired, and non-owned vehicles assigned to or used in the construction, operation, maintenance, repair, replacement, or removal of its Facilities.

7.3.3 Worker’s Compensation insurance as required by the Industrial Insurance laws of the State of Washington and Employer’s Liability with a limit of \$1,000,000 each accident/disease/policy limit.

7.3.4 Excess Liability or Umbrella Coverage in the amount of Two Million dollars (\$2,000,000) per occurrence providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required above.

7.4 The Company's insurance policies shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Company's insurance and shall not contribute with it.

7.5 The Company's insurance policies shall provide, or be endorsed to provide, that the City, its officers, officials and employees, are to be covered as, and have the rights of, additional insureds.

7.6 Verification of Coverage. The Company shall furnish the City with original certificates and blanket additional insured endorsements evidencing the insurance requirements of the Franchise upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Company hereby warrants that its insurance policies satisfy the requirements of this Franchise.

7.7 Acceptability of Insurers. Insurance obtained by the Company is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

7.8 Notice of Cancellation. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the City thirty (30) days prior written notice of cancellation of any coverage required herein. And the Company shall provide certificate of insurance evidencing replacement of such policy and shall maintain continuous, uninterrupted insurance coverage, in at least the amounts required, for the duration of the Franchise.

7.9 The provisions of this section 7 shall survive the expiration, revocation, or termination of the Franchise.

## **Section 8. Financial Assurances.**

8.1 Surety Bond. No later than thirty (30) days following acceptance of this Franchise, the Company shall establish and provide to the City, as security for the faithful performance by the Company of all of the provisions of this Franchise, a performance bond, from a surety or financial institution reasonably acceptable to the City, in the amount of ten thousand dollars (\$10,000).

8.1.1 The performance bond may be drawn upon by the City for purposes including, but not limited to, the following: (1) failure of the Company to pay the City sums due under the terms of this Franchise; (2) reimbursement of costs borne by the City to correct Franchise violations not corrected by the Company; (3) monetary remedies or damages assessed against the Company due to default or breach of Franchise requirements.

8.1.2 The City will give the Company written notice of its intent to withdraw from the surety bond pursuant to this section. Within thirty (30) days following notice that such

withdrawal has occurred, the Company shall restore the surety bond to the full amount required by section 8.1. The Company's maintenance of the surety bond shall not be construed to excuse faithful performance by the Company, limit the liability of the Company to the amount of the surety bond, or otherwise limit the City's recourse to any other remedy available at law or in equity.

8.1.3 The Company shall have the right to appeal to the Chief Administrative Official for reimbursement in the event the Company believes that the surety bond was drawn upon improperly. Any funds the City erroneously or wrongfully withdraws from the surety bond shall be returned to the Company.

8.2 Other Bonds. The Company shall comply with any other bonding requirements provided for in the City Codes. Further, if the City reasonably determines that the work covered by an application presents a potential for disruption of traffic, injury, damage, or expense to the City if not correctly and timely completed, the City may require the Company to provide an assurance device, in a form acceptable to the City, prior to issuance of a permit or approval.

## **Section 9. Civil Penalties and Additional Relief.**

9.1 The Company, and any officers, directors, employees, agents, contractors, or other Person acting on behalf of the Company, failing to comply with any of the provisions of this Franchise, shall be subject to a civil penalty and abatement in the manner and to the extent provided for in the City Codes.

9.2 In addition to any penalty which may be imposed by the City, and to the extent that a violation of this Franchise results in damage to City property or Rights-of-Way, the Company shall be responsible for the cost of restoring the affected area to its condition prior to the violation.

9.3 Notwithstanding any other provision herein, the City and the Company may seek legal or equitable relief to enjoin any act or practice and abate any condition, which constitutes or will constitute a violation of the applicable provisions of this Franchise, when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties otherwise set forth in this section 9, the Company and the City acknowledge that any pattern of violations with respect to any material provision of this Franchise, consisting of three (3) or more such violations within a period of twelve (12) consecutive months, may further result in the revocation of any Rights-of-Way use agreement, Rights-of-Way use permit, facilities lease, other such authorization, or this Franchise.

9.4 Nothing in this section shall be construed as limiting any remedies the City or the Company may have, at law or in equity, for enforcement of this Franchise.

## **Section 10. Modifications of Terms and Conditions.**

The City and the Company hereby reserve the right to alter, amend, or modify the terms and conditions of this Franchise and any permit issued thereunder upon written agreement by both parties to such alteration, amendment, or modification. The City Council of the City of Marysville must approve any alteration, amendment, or modification of this Ordinance prior to it

being signed by the City.

**Section 11. Abandonment or Non-Use of Facilities.**

11.1 In the event this Franchise expires, is terminated, or the Company discontinues commercial use of any Facility located in the Rights-of-Way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon written notice to the Company, require removal of any or all such Facilities from the Rights-of-Way within ninety (90) days of receipt of such notice. If the Company fails to remove the specified Facilities within the time specified, the City may cause removal of the specified Facilities at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days of receipt of such bill.

11.2 Notwithstanding any other provision of this Franchise, the City may permit, by written notice, the Company to abandon any or all Facilities in place. The City's written notice will specify a date certain, prior to which the Company may remove its Facilities in accordance with this Franchise and after which the Facilities will be considered abandoned in place. Upon being abandoned in place, the Facilities shall become the property of the City and the Company shall submit to the City an instrument, in writing and approved by the City Attorney, transferring ownership of the Facilities to the City.

11.3 The provisions of this section 11 shall survive the expiration, revocation, or termination of this Franchise.

**Section 12. Severability.**

If any term, provision, condition, or portion of this Franchise shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Franchise shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

**Section 13. Transferability.**

The rights and privileges granted to the Company as provided in this Franchise may only be assigned or transferred to another Person with the prior written approval of the City, which will not be unreasonably withheld, conditioned, or delayed. However, the Company, upon written notice to the City, may assign this Franchise to an Affiliate, provided the Affiliate has the legal, technical, financial, and other qualifications to own, hold, construct, operate, maintain, repair, replace, relocate, upgrade, and remove the Facilities for the purpose of providing Communications Services and agrees, in writing, to be fully liable to the City for compliance with all terms and conditions of this Franchise. The City is under no obligation to investigate the Company's then existing compliance with the Franchise and the failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

**Section 14. General Enforcement.**

In the event that the City believes that the Company has not complied with any terms of the Franchise or the City Codes, other than sections 4.6, 4.10.3, or 4.12.1, the City may discuss the

violation with the Company or may issue a written notice to cure the default. The City's notice to cure the default will include the actions to be taken to remedy the default and the timeframe within which the Company should accomplish the actions. The Company will thereafter have the time specified in the notice to cure the default to correct the default or, if the Company believes that the actions cannot be taken within the time specified, respond with a timeline for diligently accomplishing the actions and diligently complete those actions on the identified timeline.

### **Section 15. Termination.**

Except as otherwise provided herein, this Franchise may be terminated, without penalty or further liability, as follows:

(a) Upon thirty (30) days written notice by the City if the Company fails to cure a default for payment of amounts due under this Franchise or the City Codes within that thirty (30) day period;

(b) Upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or

(c) Upon ninety (90) days written notice by the Company for economic reasons or if the location or the Facilities are or become unacceptable under the Company's design or engineering specifications for its wireless communications system.

### **Section 16. Effective Date.**

16.1 This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise.

16.2 The effective date of this Franchise shall be the date of acceptance as specified in section 17, but in no event prior to five days after publication of this Ordinance by summary.

### **Section 17. Franchise Acceptance.**

Within forty-five (45) days of the adoption of this Ordinance by the City Council, the Company shall execute and return to the City two fully executed acceptance forms, in the form attached to this Ordinance. In the event the Company fails to accept this Franchise, the Franchise shall be null and void and the Company shall have no rights or privileges hereunder.

### **Section 18. Miscellaneous.**

18.1 This Franchise constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Franchise must be in writing, approved by the City Council, and executed by both parties.

18.2 This Franchise shall be binding on and inure to the benefit of the permitted successors and permitted assignees of the respective parties.

18.3 Any notice or demand required to be given herein shall be made by United States mail or reliable overnight courier to the address of the respective parties set forth below:

To the City:	To the Company:
City of Marysville Attn: Chief Administrative Officer 1049 State Avenue Marysville, WA 98270  With a required copy to:  City of Marysville Attn: City Attorney 1049 State Avenue Marysville, WA 98270	Seattle SMSA Limited Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921  With a required copy to:  Seattle SMSA Limited Partnership d/b/a Verizon Wireless Attn: Pacific Market General Counsel 15505 Sand Canyon Ave. Irvine, CA 92618

The City or the Company may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

18.4 This Franchise shall be governed by the laws of the State of Washington.

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

18.6 All amendments and exhibits annexed hereto form material parts of this Franchise.

18.7 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

18.8 Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

18.9 Venue for any dispute related to this Franchise shall be in Snohomish County Superior Court in Everett, Washington.

18.10 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.



18.11 The failure of the either party at any time to require performance by the other of any provision hereof shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or any other provision.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring, Mayor

Attest:

By: \_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

By: \_\_\_\_\_  
Jon Walker, City Attorney

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

**Acceptance of Franchise**

In accordance with Section 5.73.270 of the Marysville Municipal Code and subject to Ordinance No. \_\_\_\_\_, constituting a Franchise Agreement between the City of Marysville (“the City”) and Seattle SMSA Limited Partnership, d/b/a Verizon Wireless (“the Company”), the Company hereby submits this Acceptance of Franchise to the City.

The Company hereby unconditionally accepts and agrees to comply with all terms, provisions, and conditions of the Franchise Agreement and the City’s Wireless Communication Facility Franchise Regulations, Ordinance No. 2669, Chapter 5.73 MMC.

Enclosed herewith is a certificate of insurance in accordance with Section 7.5 of the Franchise Agreement. Also enclosed herewith is the Company’s check in the amount of \$2,000 in accordance with Section 5.1.1 of the Franchise Agreement, which amount is for the City’s costs relating to the administration of the Franchise Agreement and which is separate from and in addition to the \$5,000 application fee that the Company submitted with its Franchise Application in accordance with MMC 5.73.060(1).

The Company hereby certifies that the undersigned is a duly authorized officer of the Company with the authority to execute this Acceptance of Franchise.

**SEATTLE SMSA LIMITED PARTNERSHIP**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

State of Washington )  
  ss.  
County of King        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: \_\_\_\_\_

**Addendum to Wireless Telecommunication Franchise**  
**A “Site Specific Agreement” for Wireless Facilities**  
(Pursuant to RCW 35.21.860)

Whereas, the City of Marysville (the “City”) and Seattle SMSA Limited Partnership, a Delaware Limited Partnership d/b/a Verizon Wireless (the “Company”) are parties to a Wireless Telecommunications Franchise Agreement, Ordinance No. \_\_\_\_\_, (the “Franchise”); and

Whereas, pursuant to the Franchise, the Company wishes to construct, install, or operate a Facility within a Right-of-Way on a City owned structure or in a manner that occupies the surface of a Right-of-Way and desires a Site Specific Agreement for that purpose;

Now, therefore, the parties agree as follows:

1. **Previous Agreements.** All rights, obligations, terms, and provisions identified in the Franchise remain applicable, are incorporated by reference, and are supplemented by the following terms and conditions.

2. **Site.** The Company’s Facilities covered by this Site Specific Agreement (the “Covered Facilities”) will be located within the City Right-of-Way:

[Description]  
[Street Address]  
Marysville, WA 98270.

3. **Description of Facilities.** The Covered Facilities to be located on a City owned structure in the Right-of-Way or occupying the surface of the Right-of-Way are:

[Description of the Covered Facilities]

4. **Term.** The term of this Site Specific Agreement shall run concurrently with the Franchise unless earlier terminated.

5. **Payment.** The Company shall pay the City a monthly fee in the amount of two hundred dollars (\$200.00) (the “Monthly Fee”) for the duration of the term of this Site Specific Agreement. Payment of the Monthly Fee shall be made no later than the 5th day of each calendar month to the following address:

City of Marysville  
Attn: Chief Administrative Officer  
1049 State Ave.  
Marysville, WA 98270

To reduce the amount of paperwork involved for each party, an annual payment of two thousand four hundred dollars (\$2,400.00) may be submitted to the above stated address no later than January 15 of each year. Arrangements may also be made for payment for longer periods. At the beginning of each subsequent calendar year, the Monthly Fee shall automatically increase

by three percent (3%).

6. **Executed in Counterparts.** This Site Specific Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

7. **Governed by the Laws of the State of Washington, Invalidity of Provisions.** This Site Specific Agreement shall be governed by the laws of the State of Washington. If any term or provision of this Site Specific Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Site Specific Agreement shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law.

8. **Binder of Successors.** This Site Specific Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, subject to the conditions set forth.

9. **Failure to Insist upon Strict Performance.** The failure of either party to insist upon strict performance of any of the terms or conditions in this Site Specific Agreement shall not constitute a waiver thereof.

10. **Termination.** Except as otherwise provided herein, this Site Specific Agreement may be terminated, without penalty or further liability, as follows:

- a) Upon thirty (30) days written notice by the City if the Company fails to cure a default for payment of amounts due under this Site Specific Agreement within that thirty (30) day period; or
- b) Upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or
- c) Upon ninety (90) days written notice by the Company for economic reasons or if the location or the Covered Facilities are or become unacceptable under the Company's design or engineering specification for its wireless communications system.
- d) Upon ninety (90) days written notice by the City if the City determines to remove the Covered Facilities that are the subject matter of this lease for the purpose of placing utilities underground.

Upon termination, the Company shall remove its Facilities within thirty (30) days. If the Company fails to remove its Facilities within thirty (30) days, the City may thereafter cause the Covered Facilities to be removed at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

11. **Immediate Termination and Removal.** In the event the City, in its sole discretion, determines that the Covered Facilities unduly burdens or endangers the safe and free passage of traffic on the Rights-of-Way, the City may immediately terminate this Site Specific Agreement and remove the Covered Facilities at the Company's sole expense. The City will endeavor to provide the Company notice reasonable under the circumstances and allow the Company an opportunity to remove the Covered Facilities. In the event the City removes Covered Facilities, the City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days. In exercising its rights under this section, the City will act in a non-discriminatory manner and will not require termination and removal to the extent it does not require termination and removal of other similarly situated telecommunications facilities within the Right-of-Way.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

[COMPANY]

By: \_\_\_\_\_  
Jon Nehring, Mayor

By: \_\_\_\_\_  
[Name]  
Its: [Title]

Attested/Authenticated:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney