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CITY OF SEATTLE
ORDINANCE 127165
COUNCIL BILL 120917

AN ORDINANCE relating to the Seattle Center Department; authorizing the execution of a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless to design, install, operate, maintain, and upgrade a wireless communications system at Seattle Center.

WHEREAS, The City of Seattle owns Seattle Center, a premier gathering space hosting over 30 resident organizations and numerous events annually; and

WHEREAS, enhancing wireless broadband coverage within and around Seattle Center will significantly improve visitor experience and operational efficiency; and

WHEREAS, Verizon Wireless, a Delaware limited liability company, was the successful Proposer chosen through Seattle Center’s RFP process to design, install, operate, maintain, and upgrade a multi-carrier capable, carrier-neutral wireless communications system at Seattle Center; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor or the Mayor’s designee is authorized to execute, for and on behalf of The City of Seattle, a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless, substantially in the form attached to this ordinance as Attachment 1.

1 Section 2. This ordinance shall take effect as provided by Seattle Municipal Code
2 Sections 1.04.020 and 1.04.070.

3 Passed by the City Council the 17th day of December, 2024
4 and signed by me in open session in authentication of its passage this 17th day of
5 December, 2024.

6 

7 President _____ of the City Council

Approved / returned unsigned / vetoed this 19th day of December, 2024.

8 

9 Bruce A. Harrell, Mayor

10 Filed by me this 19th day of December, 2024.

11 

12 Scheereen Dedman, City Clerk

13 (Seal)

14 Attachments:
15 Attachment 1 – Wireless Network Infrastructure Provider License Agreement with Verizon
16 Wireless

**WIRELESS NETWORK INFRASTRUCTURE PROVIDER
LICENSE AGREEMENT**

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This Wireless Network Infrastructure Provider License Agreement (“**Agreement**”), dated as of the later of the signature dates below (the “**Effective Date**”), is made and entered into by and between The City of Seattle, a Washington municipal corporation, by and through its Seattle Center Department (“**City**” or “**Seattle Center**”), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware limited partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Verizon**”). Seattle Center and Verizon may be referred to as a “**Party**” and collectively as the “**Parties**.”

A. WHEREAS, the City owns that certain real property commonly known as the Seattle Center, including all Seattle Center-managed facilities and outdoor space (collectively, the “**Venue**”) upon portions of which Verizon will install certain wireless facilities. The City-owned property upon which such facilities will be located is described in **Exhibit A** herein and referred to herein as the “**Premises**”; and

B. WHEREAS, pursuant to the terms and conditions of this Agreement, Verizon will increase and enhance wireless broadband coverage within and around the Venue by designing, installing, operating, maintaining and marketing a multi-carrier capable, carrier-neutral wireless communications system commensurate with industry standards, that may be updated from time-to-time, that carries licensed spectrum, utilizing an indoor and outdoor distributed antenna system. The proposed system shall include but not be limited to antennas, power lines, wire, fiber optic, telecommunications and/or coaxial cable, and other associated equipment located throughout the various Premises and those improvements located in the Head End Space (as that term is defined in Article 8 below). All such equipment and improvements are collectively referred to herein as the “**WIRELESS NETWORK**”; and

C. WHEREAS, Verizon agrees to obtain approval from Seattle Center before and during installation of the WIRELESS NETWORK, and to inspect, upgrade, replace, modify, and repair the same in accordance with the terms and conditions set forth herein; and

D. WHEREAS, Verizon will enter into separate agreements with other wireless service providers (“**Carriers**”) to access and use the WIRELESS NETWORK, as provided herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seattle Center and Verizon agree as follows:

ARTICLE 1 – LICENSE

1.01 Grant of License. The City hereby grants to Verizon a license to use certain spaces on and within the Venue (such spaces being referred to as the Premises), necessary to design, install, operate, maintain, upgrade, inspect, replace, modify, repair, and manage the WIRELESS NETWORK, for the purpose of providing wireless services to patrons in and around the Venue. The WIRELESS NETWORK will be designed and installed pursuant to the terms and conditions set forth herein and at Verizon's sole expense. Verizon shall also have reasonable access to, over and across portions of the Premises, as approved by Seattle Center pursuant to Section 1.02 below, to enable Verizon to exercise its rights and obligations hereunder, including ingress, egress and telecommunication and utility connections, as agreed herein, to and from the WIRELESS NETWORK. Verizon in its sole discretion may, but shall not be required to, rent dedicated parking spaces from the City on City-owned property on a monthly basis at the City's established rate as may be updated from time-to-time.

1.02 Access. Seattle Center shall provide Verizon, its employees, agents and contractors reasonable access to the Premises during the Term (as defined below), at reasonable times to conduct the activities permitted herein. Except in an emergency, herein defined as an act or event imminently threatening the health or safety of persons or property, such access shall be scheduled and reasonably approved in advance by the City by contacting Seattle Center's campus manager or designee identified and acknowledged in writing including electronic mail, by Seattle Center. Verizon acknowledges that the event-driven nature of Seattle Center's business requires different standards for "reasonable access" and "reasonable times," as those terms are used herein, during events as compared with non-event driven business. In an emergency, Verizon shall have access to the Premises 24 hours per day, 7 days per week, except when such access would materially disrupt an event or other activity at the Venue or endanger members of the public, including event attendees at the Venue. The Parties will use reasonable efforts to coordinate any emergency responses. Seattle Center's 24/7 emergency contact information is Emergency Service Unit – (206) 684-7272. In order to obtain access to the Premises during an emergency, when a representative of Seattle Center is not available, Verizon shall contact the Seattle Center Emergency Services Unit Officer on Duty ("**Unit 1**") at 206-684-7272. Each Party will maintain the emergency contact information current at all times with the other Party.

1.03 Compliance with Law. Verizon's use of the Premises is subject to it obtaining all applicable certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, and this Agreement. Verizon shall install, operate

and maintain its WIRELESS NETWORK in compliance with applicable federal, state and local laws, regulations, rules, codes and ordinances; in compliance with the terms and conditions of this Agreement; and in a manner that does not interfere with the lawful operations of Seattle Center at the Venue.

1.04 Temporary Licenses. In accordance with the Facility Use Agreement dated February 13, 2024 (“**Verizon’s Temporary License**”) Verizon installed Temporary Facilities in the Venue in order to provide wireless services to Verizon’s customers and patrons of the Venue. Verizon’s Temporary License is attached to this Agreement as **Exhibit B** and incorporated herein. It is agreed and understood by the Parties that Verizon’s Temporary License shall remain in full force and effect until such time as the WIRELESS NETWORK at the Premises is installed and operational and able to carry Verizon’s commercial traffic and provide radio frequency coverage in the coverage areas described in the Final Design Plan and/or Construction Agreement (as defined below). If the WIRELESS NETWORK is not installed, operational, and able to carry Verizon’s commercial traffic and provide radio frequency coverage in the coverage areas described in the Final Design Plan and/or Construction Agreement before Verizon’s Temporary License expires, the parties may agree to extend Verizon’s Temporary License, or they will negotiate and execute a new one. In the event of conflict between Verizon’s Temporary License and this Agreement, this Agreement shall control. Seattle Center acknowledges and agrees that City has entered into separate temporary license agreements for installation and operation of temporary facilities at the Venue with two other Carriers, T-Mobile and AT&T (“Other Carriers’ Temporary Licenses”), which agreements are due to expire by their respective terms on December 31, 2026. The City represents and warrants that pursuant to the terms of the Other Carriers’ Temporary Licenses the City will terminate the Other Carriers’ Temporary Licenses before the WIRELESS NETWORK becomes operational. If the WIRELESS NETWORK is not installed, operational, and able to carry Verizon’s commercial traffic and provide radio frequency coverage in the coverage areas described in the Final Design Plan and/or Construction Agreement before the Other Carriers’ Temporary Licenses expire, the City may extend the Other Carriers’ Temporary Licenses or execute new ones until the WIRELESS NETWORK becomes operational.

1.05 Exclusivity of License. During the entire term of this Agreement, including any extensions hereof, Verizon shall have the exclusive right to design, install, operate, maintain, and manage the WIRELESS NETWORK and to sublicense the use thereof to other Carriers, for the purpose of providing federally licensed cellular spectrum services on the Premises, to the extent allowed by law and contingent on Verizon meeting the obligations set forth in Article 2. This provision does not preclude Seattle Center from

licensing: (a) any wireless internet services; (b) any event wireless services, including any wireless sound, video, or future technology systems necessary to support events and business operations on the Venue that cannot be adequately supported by the WIRELESS NETWORK; and (c) any non-Carrier based technology.

ARTICLE 2 – CARRIER ENGAGEMENT AND AGREEMENTS

2.01 Carrier Engagement. The WIRELESS NETWORK will accommodate other wireless service providers on a carrier-neutral basis. Verizon will create a collaborative process to engage other major Carriers, including T-Mobile and AT&T, in both the design and in making the WIRELESS NETWORK available to other Carriers. Verizon shall use its best efforts to enter into separate agreements with Carriers for the use of the WIRELESS NETWORK for the installation and operation of other Carriers' equipment and to integrate their equipment into the WIRELESS NETWORK, no later than two (2) years after the Effective Date.

2.02 Carrier Agreements. In the event Verizon does not execute access agreements with at least two (2) major Carriers, and integrate the Carriers' equipment into the WIRELESS NETWORK, within two (2) years after execution of this Agreement, the following process will apply. Verizon shall, within fifteen (15) days after receipt of prior written notice from Seattle Center, submit to the City a description, including relevant documentation (excluding confidential or other documentation deemed proprietary by Verizon), if any, of the steps taken by Verizon to engage with the Carrier ("**Verizon Response**"). Upon receipt of the Verizon Response, designated representatives of Verizon and the City shall in good faith promptly meet and confer to determine whether additional efforts with the Carrier are appropriate to integrate the Carrier's equipment into the WIRELESS NETWORK. If Verizon and the City are unable to resolve matters in the aforementioned meet and confer discussions, either Party may request the matter be referred to mediation in accordance with Article 20.

2.03 Carrier Communication. Verizon will provide on-going communication to all participating Carriers regarding the WIRELESS NETWORK, upgrade opportunities, outages, and access for repairs to maintain carrier service. Verizon will support and coordinate the transition of the current Venue-managed wireless system capabilities onto the new WIRELESS NETWORK without loss of service.

2.04 Lease Revenues. Verizon will receive 100% of lease revenues from Carriers brought on to the WIRELESS NETWORK.

2.05 Carriers Agreements Subordinate. Any agreement that Verizon enters into with a Carrier for the use of the WIRELESS NETWORK on the Premises shall be subject and subordinate to the terms and conditions of this Agreement and shall require that each Carrier complies with all applicable federal, state and local laws, regulations, rules, codes and ordinances, and the design and installation terms and conditions of this Agreement.

ARTICLE 3 – TERM

3.01 Term. The initial term of this Agreement is twelve (12) years (the “**Initial Term**”) and shall commence on the Effective Date.

3.02 Renewal Terms. Provided Verizon is not in default, this Agreement will automatically renew for two (2) additional and successive four- (4) year terms (each a “**Renewal Term**”), commencing at the end of the Initial Term. The Initial Term plus any Renewal Terms utilized by Verizon shall be referred to collectively as the “**Term**.”

ARTICLE 4 – PAYMENT

4.01 Costs. All aspects of the design and construction of the WIRELESS NETWORK shall be the sole responsibility of Verizon, and Verizon shall bear all costs and risks associated with the design and construction of the WIRELESS NETWORK. Verizon shall deploy the WIRELESS NETWORK at no cost to the City and shall reimburse Seattle Center for necessary Venue Project Management Expenses pursuant to Section 5.03.

4.02 Initial Payment. Verizon shall pay Seattle Center an initial payment of One Hundred Fifty Thousand Dollars (\$150,000.00) no later than forty-five (45) days following the Effective Date (“**Initial Payment**”).

4.03 Annual Fees. Thereafter, Verizon shall pay Seattle Center One Hundred Fifty Thousand Dollars (\$150,000.00) per year, which payment shall be due annually on the anniversary of the Effective Date, for every year beginning 2025 through 2035 (“**Annual Fee(s)**”) such that the total amount of the Initial Payment and the Annual Fees paid to Seattle Center for the entire Initial Term shall be equal to One Million Eight Hundred Thousand Dollars (\$1,800,000.00).

4.04 Monthly Land Rent. In addition to the Initial Payment and Annual Fees, once the WIRELESS NETWORK is operational, Verizon shall pay Seattle Center monthly land rent of Thirty Thousand Dollars (\$30,000) per month (“**Monthly Land Rent**”). Land

Rent payments shall increase annually by 2.99% over the amount from the immediately preceding year.

4.05 Method of Payment. Verizon shall reimburse Seattle Center and deliver the Initial Payment, Annual Fees, and the Monthly Land Rent pursuant to Section 21.01 or by electronic payment as may be agreed upon in writing by both Parties. The City will cooperate with Verizon regarding the use of any electronic payment systems and the provision of any associated documentation, including an IRS form W-9 or similar governmental forms as reasonably requested by Verizon.

4.06 Reopener. The intent of the Parties is to achieve a fair market rate for use of the Venue and Premises. No later than one hundred eighty (180) days before the end of the Initial Term, the City may present a finding to Verizon (“**City Notice**”) documenting that the Annual Fees or Monthly Land Rent set forth in this Article 4 does not fairly compensate the City at a fair market rate and desires to set a new rate based on the City’s finding. Verizon, within thirty (30) days after receipt of the City Notice documenting the City’s proposed rate, shall deliver to the City a written notice (“**Verizon Notice**”) stating whether or not Verizon accepts the City’s proposed rate. If Verizon disagrees with the proposed rate, the Verizon Notice will include information to rebut the City’s proposed rate. If Verizon accepts the City’s proposed rate, an amendment shall be executed documenting the Annual Fees and/or Monthly Land Rent for the Renewal Terms. If Verizon disagrees with the City’s proposed rate, the City will consider the information provided by Verizon and inform Verizon, within thirty (30) days of City’s receipt of the Verizon Notice, of the City’s proposed rate for the Annual Fees and/or Monthly Land Rent during the Renewal Terms. If Verizon does not accept the City’s proposed rate for the Annual Fees and/or Monthly Land Rent but elects to commit nonetheless to the Renewal Terms, then the Prevailing Market rate shall be determined in accordance with the procedures set forth below. In such event, the City and Verizon, at their sole cost and expense, shall each employ an appraiser within fifteen (15) days after expiration of the aforementioned sixty (60) day period. Each such appraiser shall be a member of the Master Appraisers Institute or similar reputable organization, with a minimum of ten (10) years of experience appraising leased premises for similar communications facilities comparable to the location and type of that of the Premises. Each appraiser shall render an appraisal of the Prevailing Market rate for the Premises within fifteen (15) calendar days. The two appraisers, within ten (10) days after the exchange of appraisals, shall mutually agree upon the Prevailing Market rate and notify the City and Verizon in writing of their determination. If the appraisers cannot agree on a determination of the Prevailing Market rate, then the City and Verizon shall select an independent third appraiser acceptable to both with ten (10) days to determine the Prevailing Market rate. The Parties shall share

equally the cost of any such third appraiser. If the City and Verizon are unable to select an independent third appraiser acceptable to both, either Party may request that the matter be referred to mediation in accordance with Article 20. For purpose hereof, “**Prevailing Market**” shall mean the arms-length fair market annual rental amounts for communication facility leases entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises at the Property in King County, Washington. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Agreement and any comparison lease, such as rent abatements, construction costs and other concessions and the manner, if any, in which the City under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Agreement.

4.07 Taxes. In addition to the Initial Payment, Annual Fees, and Monthly Land Rent, to the extent required by law, Verizon shall be responsible for, and pay at the same time as the corresponding payment, to Seattle Center, any and all taxes arising from its activities on or occupancy of the Premises which are the legal responsibility of Verizon, including but not limited to (i) taxes arising out of the activity or business conducted on the Premises by Verizon; (ii) taxes levied on its personal property and equipment located on or within the Premises; and (iii) the then current applicable State Leasehold Excise Tax per RCW Chapter 82.29A unless Verizon is exempt under RCW 82.29A.130(1) (Exemptions – Certain Property). Verizon agrees to include within its sublicenses with any WIRELESS NETWORK Carrier substantially similar language obligating each such Carrier to pay like taxes with respect to its own equipment and operations. Except as provided in this Section 4.07, Seattle Center shall bear the costs of all taxes that are assessed against or are otherwise the legal responsibility of Seattle Center with respect to itself or its property. If at any time during the term of this Agreement, Verizon’s exemption under RCW 82.29A.130(1) from paying the leasehold excise tax under RCW Chapter 82.29A, as it exists or may be amended, should ever terminate while such tax applies to this Agreement and Verizon is required by law to pay such tax, then Verizon shall be responsible for such tax even if the State of Washington makes the demand upon the City for payment of leasehold excise taxes. Verizon shall remit the taxes demanded together with any interest and penalties associated therewith to the extent required by law or, at no expense to the City, contest such collection action.

ARTICLE 5 – DESIGN OF THE WIRELESS NETWORK

5.01 Preliminary Design. Seattle Center has assisted, and will continue to assist, Verizon in the planning of equipment, locations, and design of the WIRELESS NETWORK. Seattle Center will coordinate as needed with the City's Information Technology Department on the use of information technology infrastructure at the Venue. The Parties acknowledge that equipment may not be placed in some facilities and locations due to existing contractual relationships and City security requirements. Seattle Center will require screening or similar masking or camouflaging devices for any equipment that Seattle Center reasonably believes is inconsistent with the design, landmark status, or aesthetics of particular portions of the Premises.

5.02 Final Design Plan Submittal. No later than thirty (30) days after execution of this Agreement, unless otherwise agreed to in writing by both Parties, Verizon will submit to Seattle Center its Final Design Plan, which shall include, at a minimum:

- (a) a network diagram showing the component parts of the WIRELESS NETWORK and including accurate visual representations of all equipment and specifying equipment visible to the public;
- (b) a site plan showing the location and type of equipment and facilities on and in each building and grounds of the Premises;
- (c) a planned coverage map;
- (d) an equipment list and cut sheets;
- (e) the locations for temporary staging, stockpiling, and access; and
- (f) an implementation plan including agreed-upon timelines for installation and for the commencement of operation of the WIRELESS NETWORK (all requirements shall constitute the "**Final Design Plan**").

5.03 Final Design Plan Review and Approval. Seattle Center will review the submitted Final Design Plan to confirm compliance with Seattle Center Site Standards and any landmark requirements. As part of the approval process, Seattle Center may, in its sole discretion, require specific equipment placement, screening, or camouflaging to address practical or aesthetic concerns. Seattle Center criteria for the Final Design Plan shall comply with applicable federal, state and local laws. Changes made to Seattle Center's design criteria shall not be imposed or otherwise applied retroactively unless required by applicable laws. Verizon shall reimburse Seattle Center for review time and Project Management coordination, labor costs, and expenses attributable to Verizon's deployment of the WIRELESS NETWORK (collectively, "**Venue Project Management Expenses**"), as listed on the City's rate sheet for the year the work is performed. Seattle Center's 2024 rate sheet is attached hereto as **Exhibit C** for reference. All hours charged shall be commercially reasonable for the task being addressed. Verizon will submit

payment to Seattle Center within forty-five (45) days of receipt of an invoice for such services together with reasonable supporting documentation.

5.04 Written Approval Required. Verizon shall not commence construction or install any portion of the WIRELESS NETWORK on the Premises until Seattle Center has provided written approval of the Final Design Plan, pursuant to the terms and conditions set forth in Article 5 herein.

5.05 No Representation or Liability Created by City Approval. Seattle Center's approval of any plans or specifications for the WIRELESS NETWORK shall not constitute an opinion or representation by the City as to their compliance with any law or ordinance or their adequacy for other than the Seattle Center's own purposes, and such approval shall not create or form the basis of any liability on the part of the City for any injury or damage resulting from any inadequacy or error therein or any failure to comply with applicable law, ordinance, rule, or regulation.

ARTICLE 6 – OBLIGATIONS OF VERIZON AND REQUIREMENTS OF THE WIRELESS NETWORK BEFORE CONSTRUCTION

6.01 Government Approvals. In addition to the written approval required pursuant to Article 5, Verizon will obtain and maintain any applicable certificates, permits, or other approvals that may be required by any federal, state, or local authorities for the installation and operation of the WIRELESS NETWORK. Seattle Center will use good faith efforts to assist Verizon in obtaining such approvals, at no cost or expense to Seattle Center. However, Seattle Center is not responsible for obtaining any such approvals, or for any delay in Verizon's obtaining such approvals.

6.02 Radio Frequency Emissions. Prior to installation of the WIRELESS NETWORK, Verizon shall provide to Seattle Center written confirmation, that Verizon's WIRELESS NETWORK equipment complies with all applicable federal requirements for radio frequency (RF) emissions. No use of the Premises will be permitted that exceeds applicable federal RF emissions standards at the boundaries of the Premises. If the cumulative RF emissions levels ever exceed applicable federal standards, Verizon will be required to modify operations, including those of the Carriers, on a reasonably comparable level in order to bring the overall RF emissions into compliance with applicable federal standards.

6.03 Capacity and Coverage. The WIRELESS NETWORK will provide comprehensive capacity and coverage throughout the Venue as agreed to by the Parties.

The WIRELESS NETWORK will be designed to accommodate Verizon and at least two (2) other major wireless Carriers. Upon advance written notice to Verizon including proposed plans, specifications and reasonable supporting documentation from the City (collectively, “City Plans”), Verizon, upon receipt, review and approval of the City Plans, will also reserve system resources to accommodate additional fiber strands, attachment space as design allows, and conduit space for City use as may be needed, such as the City of Seattle Public Safety Communication Network and SMART Campus needs.

ARTICLE 7 – PROJECT MANAGEMENT AND COORDINATION

7.01 Coordination and Construction Meetings. Verizon will appoint a project manager (“**Verizon’s Project Manager**”), and Seattle Center will appoint a project coordinator (“**Seattle Center Project Coordinator**”) for the duration of construction. Verizon’s Project Manager shall conduct coordination meetings with the Seattle Center Project Coordinator on an as needed basis. Verizon’s Project Manager shall provide the Seattle Center Project Coordinator with adequate notice, including time and place, of each meeting. Verizon’s Project Manager shall provide the Seattle Center Project Coordinator with all other information reasonably necessary to enable the Seattle Center Project Coordinator to be informed about the status of construction of the WIRELESS NETWORK, participate in discussions, and present the City’s position with respect to matters being discussed. At the discretion of the Seattle Center Project Coordinator, the Seattle Center Project Coordinator’s attendance at regular construction meetings between Verizon’s Project Manager and Verizon’s contractor(s) may satisfy the requirement of these meetings. The Director of Seattle Center (“**Director**”) shall have the right to require Verizon’s Project Manager, and to request Verizon’s contractor(s) and any other relevant Verizon agent, or representative reasonably designated by the Director, to attend additional meetings reasonably necessary to enable the Seattle Center Project Coordinator to be informed about the status of the WIRELESS NETWORK scheduled by the Seattle Center Project Coordinator with at least three (3) days prior written notice.

7.02 Status Reports. Verizon shall deliver a copy of all Coordination and Construction Meeting minutes and updated construction schedules to the Seattle Center Project Coordinator within ten (10) days after Verizon receives them.

7.03 Contacts and Discussions among Verizon, City, and Verizon’s Contractor(s). The Seattle Center Project Coordinator may discuss the WIRELESS NETWORK construction and express concerns and/or desired changes with respect thereto directly with Verizon’s contractor(s) with prior written notice including by electronic mail to Verizon’s Project Manager so that Verizon may have an opportunity to participate in such discussions with

Verizon's contractor(s). If requested by Seattle Center, Verizon's Project Manager shall advise Verizon's contractor(s) to provide the Seattle Center Project Coordinator with any information the Seattle Center Project Coordinator reasonably requests with respect to the WIRELESS NETWORK construction. Nothing in this Agreement shall limit the City's authority to issue instructions and directives to Verizon's contractor(s) when a City representative is acting for the City in its governmental and regulatory capacity.

7.04 Seattle Center Project Coordinator's Review of Construction Activity. Verizon's Project Manager shall ensure that the Seattle Center Project Coordinator is provided a reasonable opportunity to review and comment on the status of the WIRELESS NETWORK construction progress and any potential impacts on scheduled events at Seattle Center. Verizon's Project Manager shall also ensure that a copy of each submittal affecting the WIRELESS NETWORK construction and a copy of every request for information, change request, and construction change directive concerning the same, is provided to the Seattle Center Project Coordinator within five (5) calendar days after Verizon receives them. Verizon shall promptly provide the Seattle Center Project Coordinator with a copy of each such document that Verizon received prior to the full execution of this Agreement, if any. The Seattle Center Project Coordinator shall be permitted to view all submittal, request for information, change request and other similar logs, together with the documentation pertaining to any entry therein as the Seattle Center Project Coordinator may request.

7.05 Design Changes.

7.05.01 Except as otherwise expressly provided in this Agreement, once the Director has approved the WIRELESS NETWORK plans and specifications, as set forth in Section 5 of this Agreement, Verizon shall not make any changes or modifications to the approved plans without the prior written approval of the Director or its designee identified and acknowledged in writing including electronic mail, which approval shall not be unreasonably withheld.

7.05.02 The Seattle Center Project Coordinator or Director shall respond to Verizon's request for approval of a proposed design change of the WIRELESS NETWORK within ten (10) business days after the Seattle Center Project Coordinator receives plans and specifications, if any, for the proposed design change (or other such similar information) that are sufficiently detailed to enable the Director to fully understand the impact and implications of the proposed change. If the Director in the ordinary exercise of its duties objects to any proposed change, or requests Verizon's compliance with one (1) or more conditions relative to a change, the Seattle Center Project Coordinator or Director shall notify the Verizon's Project Manager of such

decision, the reason(s) for such decision, and if known, what action(s) Verizon could take to make the proposed change acceptable.

ARTICLE 8 - CONSTRUCTION AND INSTALLATION OF THE WIRELESS NETWORK – GENERAL REQUIREMENTS

8.01 Construction Costs. Verizon will be responsible for all construction-related expenses including costs related to system design.

8.02 Installation Start Date. Unless otherwise agreed in writing, Verizon shall commence installation of the WIRELESS NETWORK on or before the date that is one hundred eighty (180) days following Final Design Plan approval (“**Installation Start Date**”). The Installation Start Date will be confirmed by written notice to Seattle Center from Verizon, after Verizon receives written approval from Seattle Center pursuant to Article 5. The “**Build Out Period**” of the WIRELESS NETWORK is defined as the period beginning on the Installation Start Date and ending on the date the WIRELESS NETWORK is able to carry Verizon’s and two Carriers’ commercial traffic and provide radio frequency coverage in the coverage areas in the Final Design Plan.

8.03 Installation of Utilities. If Verizon is unable to install its own electrical service and meter, it may connect the WIRELESS NETWORK, or its equipment, to an existing source of electrical power on the Premises, if available, as determined by Seattle Center. In that event, Verizon, at its sole cost, will install a submeter to measure its actual electrical usage. Verizon will provide Seattle Center with meter readings and invoices on an annual basis, no later than January 10 of the year following the readings. Verizon will pay Seattle Center annually for the electric usage based on the rate in effect at the time of actual electrical usage and submeter readings, and such payments will be made within thirty (30) business days after the issuance of each annual submeter reading and invoice to Seattle Center. At its sole cost and expense, Verizon may, subject to availability and Seattle Center’s written approval, connect the WIRELESS NETWORK to existing optical fiber facilities on the Premises, or may, also subject to availability and Seattle Center’s written approval, install new optical fiber or microwave facilities on the Premises to serve the WIRELESS NETWORK.

8.04 Conduit Access. Verizon will have access to campus infrastructure, including conduit and electrical systems, at Seattle Center’s sole discretion which access shall be agreed upon in the subsequent Construction Agreement. In consideration of Verizon’s installation and City’s ownership of City’s Dedicated Fiber pursuant to Section 8.05 below and to offset the costs to Verizon associated therewith, it is agreed by the parties that

Verizon's use of campus infrastructure including conduit and electrical systems shall be at no additional cost to Verizon.

8.05 City's Dedicated Fiber. As part of the consideration for the license to install the WIRELESS NETWORK, Verizon will pull and install fiber at every location comprising the Premises as more particularly depicted on, and in accordance with, the Final Design Plan approved by Seattle Center per Article 5 above. Such Final Design Plan shall designate the number of strands of fiber that shall be utilized for the WIRELESS NETWORK and the number that will be turned over to Seattle Center as partial consideration for this Agreement including Verizon's access to campus infrastructure including conduit and electric systems at no cost to Verizon (hereinafter, "**City's Dedicated Fiber**"). Following the installation of City's Dedicated Fiber at each location, Seattle Center shall immediately thereafter own, operate, repair, replace, maintain and at its election, remove the City's Dedicated Fiber at Seattle Center's sole cost and expense and Verizon shall have no further responsibility or liability related to or arising therefrom.

8.06 Head End Space. The Parties have agreed to a location outside of the Venue wherein Verizon will house its personal equipment to be connected to the WIRELESS NETWORK as well as WIRELESS NETWORK equipment (the "**Head End Space**"). In no event shall Seattle Center be responsible for costs associated with the lease of the Head End Space.

8.07 Rent During Build Out Period. Verizon will not be charged rent or any other recurring fee by City for space it uses within the Venue during the Build Out Period. The Parties will work together in good faith on commercially reasonable terms to accommodate and coordinate Verizon's use of space, if applicable. This Section 8.07 does not apply to Verizon's installation and use of the Temporary Facilities pursuant to the Temporary License.

8.08. General. All WIRELESS NETWORK work shall be consistent with the plans and specifications approved by the Director and shall comply with the current edition of Seattle Center Construction Site Standards (<http://www.seattlecenter.com/admin/fileout.aspx?thefile=4656>), which site standards are incorporated herein by reference. Only contractors licensed to do business in the State of Washington shall perform said work. No later than five (5) days before beginning to stage construction, Verizon shall deliver evidence to the reasonable satisfaction of the Seattle Center Project Coordinator that Verizon has secured all permits required for the completion of the WIRELESS NETWORK. Verizon shall also provide to the Seattle Center Project Coordinator, within ten (10) days of the completion of the WIRELESS NETWORK, copies of all signed permits documenting that all required inspections have

been completed.

8.09 Minimization of Adverse Impacts; Facilitation of Seattle Center Festivals.

8.09.01 Verizon shall protect from damage or destruction by construction activities all private and public property on or in the vicinity of the construction areas described in the Final Design Plan and/or Construction Agreement, or as otherwise agreed to in writing by the Parties during the Build Out Period of the WIRELESS NETWORK (collectively, “**Construction Areas**”). All work performed by or for Verizon shall be carried out in a manner that reasonably minimizes any adverse impact on City property and the use thereof by the City or third parties, as well as on any private property in the vicinity of the Construction Areas. (For purposes of this requirement, the term “**property**” includes items such as land, improvements lawfully occupying rights-of-way, trees, shrubbery and landscaping, survey markers and monuments, buildings and structures, conduits and pipes, meters, fences, pavements, curbs, driveways, sidewalks, traffic buttons, paint striping and other channelization.)

8.09.02 Verizon shall be responsible, at its sole cost and expense, to replace or repair or cause to be replaced or repaired all City or third party property that is damaged or destroyed to the extent resulting from the negligence or willful misconduct of Verizon, its employees, agents or contractors, during the Verizon construction work so that the property is restored to the condition it was in immediately prior to its being damaged or destroyed (ordinary wear and tear and casualty damage excepted) at no cost or expense to City.

8.09.03 All construction fencing shall be painted plywood or chain link fence, minimum 11 gauge by 2 inch. Chain link fence shall be covered with opaque green wind screen fabric, attached to substantial metal posts spaced 12 feet on center. All construction fencing shall be at least six feet tall. No barbed wire is permitted. The fencing shall be signed so as to inform the public of the nature of the construction activity. Verizon shall provide project identification signage. Signs shall be mounted in highly visible locations reasonably approved by the Seattle Center Project Coordinator. The proposed signage wording and any images shall be submitted no less than thirty (30) days prior to the installation of such signs to the Seattle Center Project Coordinator for its approval, which approval shall not be unreasonably withheld.

8.09.04 Verizon shall not block or otherwise unreasonably impede access to or use of any road or walkway at Seattle Center that is outside of the Construction Areas without prior written authorization from the Seattle Center Project Coordinator. Any changes extending the construction boundaries shown in Exhibit 1 shall be approved in advance in writing by the Seattle Center Project Coordinator. Verizon shall work closely with the Seattle Center Project Coordinator to schedule construction activity to reasonably mitigate construction impacts such as noise, dust and fumes.

8.09.05 The Seattle Center Project Coordinator shall, routinely and on a regular basis in order to allow Verizon to operate the WIRELESS NETWORK as provided in this Agreement, or at any time when requested in writing by Verizon, provide Verizon with a list of events scheduled at Seattle Center to inform Verizon and Verizon's contractor(s) of activities that would be adversely impacted by the WIRELESS NETWORK construction activities, and Verizon will ensure that such events or other activities at the Venue are not adversely impacted. If the Director determines, in the Director's reasonable discretion, that an adverse impact is likely to occur or is occurring, the Verizon Project Manager, upon receipt of notice from the Director, shall diligently use reasonable efforts to coordinate with the Director to eliminate the construction activities that cause or may cause an adverse impact including if necessary, ordering the immediate suspension or cessation of the construction activity specified, for the duration identified, in such notice, without cost or liability to the City of any kind.

8.09.06 Seattle Center might have construction projects underway elsewhere on campus, Verizon shall coordinate its construction activities so as to minimize interference with Seattle Center's other construction activities, including, but not limited to, coordination of construction traffic.

8.10 Liens Prohibited. Verizon shall keep the Construction Areas and any City property free and clear from any liens in any way arising out of the WIRELESS NETWORK construction work. If Verizon, in good faith, determines that any lien filed against City property as a result of WIRELESS NETWORK work should be contested, Verizon shall, at Verizon's sole cost and expense, procure and record a lien release bond in an amount equal to one and one-half (1.5) times the amount of the claim of lien, issued by an insurance company acceptable to the City that is authorized to do business in the State of Washington. The bond shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if any recovered in the action). Verizon's failure to promptly discharge any lien or to procure a lien release bond shall be deemed a default by Verizon under this Agreement. Verizon agrees to hold the City free

and harmless from all liability for any and all such liens resulting from the WIRELESS NETWORK work, together with costs and expenses, including but not limited to reasonable attorney's fees, and other costs to the extent incurred by the City in connection therewith or resulting from Verizon's failure to comply with the requirements of this Section. Verizon shall pay to the City within thirty (30) calendar days after written demand, all such costs and expenses incurred by the City in enforcing this provision. Verizon's obligations under this Subsection shall survive the expiration or earlier termination of this Agreement.

8.11 Prevailing Wages. All WIRELESS NETWORK work shall be paid at the appropriate prevailing wage schedule or rate established by the State of Washington Department of Labor and Industries under RCW 39.10. Verizon shall indemnify and hold the City harmless from any and all claims for unpaid wages due to any laborer who has worked on the WIRELESS NETWORK, whether such claim is made directly by any such laborer or any governmental entity on such laborer's behalf, together with any claims for interest and penalties associated with such unpaid wages.

8.12 High Quality Workmanship. All WIRELESS NETWORK work undertaken by or on behalf of Verizon shall be carried out with good workmanship and using new or reused materials, which shall be of a high quality.

8.13 Tree Protection. All existing trees in the Construction Areas shall be protected in a manner approved by the Seattle Center Project Coordinator during construction.

8.14 Waste Disposal. Verizon shall secure and provide within the Construction Areas appropriately sized containers for the collection of all waste materials, debris and rubbish associated with the WIRELESS NETWORK work. Verizon shall keep the Construction Areas and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris, and shall daily dispose of all flammable, hazardous and toxic materials. Storage and disposal must be in accordance with Title 40 CFR, WAC Ch. 173-303 and Title 49 CFR, state and local fire codes, and any other applicable laws and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the WIRELESS NETWORK construction work shall be disposed of legally at disposal areas away from the Seattle Center. Upon the completion of the WIRELESS NETWORK, Verizon shall ensure that the Construction Areas and the roadways and walkways immediately surrounding them are reasonably clean, and that all tools, equipment and surplus materials, and waste materials, debris and rubbish have been removed.

8.15 Operations, Materials Handling, Trucking and Storage Areas. Verizon shall ensure that all WIRELESS NETWORK work operations, including storage of materials, are confined within the fenced areas shown on Exhibit 1. Trucking of materials and equipment on the Seattle Center campus, if any, will be restricted to those hours reasonably designated by Seattle Center Staff and reasonably agreed upon by Verizon as delivery hours. Construction vehicles shall have a foot escort when traveling through

the Seattle Center campus to protect the safety of campus visitors. At no time shall vehicle entrances made available for WIRELESS NETWORK construction activities be left open and unattended by Verizon. Verizon's contractor(s) shall continuously staff such entrances if left open or, in the alternative, Verizon may elect to work with the Seattle Center Project Coordinator to schedule Seattle Center Staff to man the entrances in which case the City shall be reimbursed by Verizon for the cost to the extent incurred thereof for such Seattle Center Staff to man the entrance(s) per Section 5 hereof.

8.16 Observations. After prior notice to the Verizon's Project Manager (which notice may be by email or telephone notwithstanding any contrary provision hereof), the Seattle Center Project Coordinator and the Seattle Center Project Coordinator's advisors may observe any and all work being performed at any reasonable time for determining whether such work is in accordance with the approved plans and specifications.

8.17 Work Inconsistent with Director-Approved Project Schedule, Plans and Specifications. If any WIRELESS NETWORK work fails to comply with the Seattle Center Site Standards or the Director-approved plans and specifications, the Director may notify Verizon in writing of such non-compliance. If requested by the Director, Verizon shall (i) promptly stop work on the non-compliance improvement, addition, alternation or construction and, if necessary, promptly remove it from the Construction Areas, and (ii) address such non-compliance with the Seattle Center Site Standards and the Director-approved plans and specifications for the WIRELESS NETWORK to the Director's satisfaction. Verizon's failure to remedy such non-compliance within twenty (20) days after Verizon's receipt of a notice of non-compliance, or such longer period of time as may be reasonably agreed to by the Parties in writing, shall constitute a breach of this Agreement and shall entitle the City to all remedies under this Agreement and at law and equity.

8.18 Final Inspection Punchlist. Verizon's Project Manager shall notify the Seattle Center Project Coordinator when "substantial completion" of construction of the WIRELESS NETWORK has been completed, as defined in the Construction Agreement. Verizon's Project Manager and the Seattle Center Project Coordinator and such other designee(s) as authorized by the Director may select shall participate in a joint walk-through of the Construction Areas to identify restorative work items remaining for completion, or which otherwise require correction or remedial work. Verizon shall ensure that all punchlist work is completed within thirty (30) days after the date of such initial, joint walk-through (unless a longer time period is agreed to by the Parties in writing), and shall thereafter invite the Seattle Center Project Coordinator and such other designee(s) of the Director to participate in another joint walk-through of the Construction Areas to verify whether or not all punchlist work has been properly completed.

8.19 Warranties. Verizon shall ensure that its construction contract(s) for the WIRELESS NETWORK contains a warranty that such work will be in accordance with the contract documents and free from material structural defects for a period of one (1) year

from the date of substantial completion of the WIRELESS NETWORK. City and Verizon also acknowledge that certain warranties may be given to Verizon by suppliers of materials and equipment for the WIRELESS NETWORK, or by other persons or entities that provide labor or materials with respect thereto. In addition to Verizon's direct enforcement rights under any such warranties and to the extent allowed under any applicable law, Verizon, on receipt of written notice from City and at the City's election, may make such claims on City's behalf on any such warranties, or under any other agreements for the provision of materials, labor or other services for the WIRELESS NETWORK. Verizon shall also provide the Director with a copy of each warranty document relating to the warranties for the WIRELESS NETWORK promptly after Verizon receives any such document. The Parties shall cooperate to the fullest extent in enforcing rights under applicable warranties to correct any defects or deficiencies in labor, equipment and materials covered by such warranties.

8.20 Director's Right to Suspend Project for Cause. If Verizon fails to comply with any condition in this Agreement to the extent related to the construction of the WIRELESS NETWORK and the Director reasonably determines that the failure has a material adverse impact on the protection of public safety, the Director, following at least **72 hours** prior written notice to Verizon outlining the alleged failure and the immediate corrective action and without corrective action having been initiated by Verizon within that **72 hour** period, may issue a notice ordering Verizon to suspend construction of the relevant portion of the WIRELESS NETWORK until such time as Verizon takes corrective action to the reasonable satisfaction of the Director. Written notice may not be required in the case of an emergency, defined as a situation requiring immediate action to prevent or mitigate the imminent loss or impairment of life, health, property, or essential public services.

8.21 Subsequent Construction Agreement. Prior to the Installation Start Date, the Parties will execute a separate Construction Agreement ("**Construction Agreement**") to address any additional terms and conditions required for construction and installation of the WIRELESS NETWORK.

ARTICLE 9 - OWNERSHIP, MAINTENANCE, USE, AND UPGRADES OF THE WIRELESS NETWORK

9.01 Ownership and Control of the WIRELESS NETWORK. The WIRELESS NETWORK shall remain the personal property of Verizon, owned and controlled by Verizon at all times, except for the City's Dedicated Fiber pursuant to Section 8.05, and any other portions of the WIRELESS NETWORK that are specifically dedicated in writing to Seattle Center's exclusive use under this Agreement, or which the Parties mutually

agree in writing that Seattle Center shall retain at the expiration or earlier termination of this Agreement pursuant to Article 14. The City's Dedicated Fiber shall be the sole and exclusive property of Seattle Center, for Seattle Center's exclusive use, and not part of the WIRELESS NETWORK. It is mutually understood and agreed that the real property constituting the Premises is the real property of the Seattle Center and that all improvements to said real property shall revert to the Seattle Center at the termination of this Agreement. The WIRELESS NETWORK or any equipment of the WIRELESS NETWORK shall not be deemed a fixture.

9.02 Maintenance and Repair of the WIRELESS NETWORK. Verizon shall maintain the WIRELESS NETWORK in good and safe condition. Verizon is responsible for all maintenance and repair of the WIRELESS NETWORK.

9.03 Damage of Venue. Verizon shall take reasonable precautions to prevent damage to the Venue and Premises to the extent caused by Verizon, its employees, agents and contractors. In the event that Premises are damaged by Verizon, its employees, agents or contractors, Verizon shall pay to the City such sum as is necessary to restore that damaged portion of such Premises to its condition immediately prior to such damage (reasonable wear and tear and casualty damage excepted), unless such damage is the consequence of a City act or omission.

9.04 Upgrades. Verizon will be responsible for all costs necessary in Verizon's sole discretion to upgrade and modernize the WIRELESS NETWORK in an effort to implement evolving technology and meet capacity, coverage and performance needs. Verizon will provide on-going communication to Seattle Center regarding upgrade opportunities for the WIRELESS NETWORK to address evolving wireless technology and capacity, coverage and performance needs at the Venue. On an annual basis, no later than April 1 of each year of the Term and any Renewal Terms, Verizon shall, if requested by the City, meet with the City to brief the City on the "state of wireless" which meeting may include but not be limited to slide presentations or other documentation addressing new technologies, new frequency bands, and new antenna systems, as the same relate to the WIRELESS NETWORK, as well as any new developments in the overall Radio Access Network (RAN) architecture space.

9.05 Verizon's Frequencies. Verizon (directly, or through an affiliate) is authorized to operate and utilize the frequencies to be broadcast by Verizon through the WIRELESS NETWORK including but not limited to the licensed frequencies pursuant to one or more licenses acquired from the Federal Communications Commission ("**FCC**"). The Parties agree that Seattle Center does not have, and will not acquire through this Agreement,

any proprietary or ownership rights or interest in Verizon’s frequencies, network, cell sites and related components. Except as otherwise set forth in this Agreement, and to the extent allowed by law, Verizon shall at all times have the unfettered right to control the operation of Verizon’s frequencies.

9.06 Use and Performance Data. Verizon will provide the following WIRELESS NETWORK System usage and performance data, on a quarterly and annual basis, not exceeding five times per year:

- (a) connection requests on the WIRELESS NETWORK System;
- (b) data volume used; and
- (c) success rates of access attempts and data sessions.

9.06.01 Verizon will provide this data in the form of Key Performance Indicators (“**KPIs**”). Seattle Center acknowledges the three categories of KPIs for Verizon customer devices connected to the WIRELESS NETWORK are as follows:

- (a) Total 4G and 5G bearer connections of Verizon customer devices to the WIRELESS NETWORK;
- (b) Total 4G and 5G downlink and uplink data volume of Verizon customer devices connected to the WIRELESS NETWORK; and
- (c) Success (or failure) rate for:
 - i. 4G bearer drop,
 - ii. 4G setup,
 - iii. 5G connection drop, and
 - iv. 5G setup between Verizon customer devices and the WIRELESS NETWORK.

9.06.02 Verizon agrees to provide Seattle Center with new usage data as new technology is implemented and metrics become available. In relation to the foregoing, the Parties agree that WIRELESS NETWORK System Usage data by Verizon shall be aggregate and de-identified data. “**De-Identified Data**” means data that has been scrubbed, hashed, encrypted or otherwise obscured to remove any personally identifiable information.

9.07 No modifications to City Property without prior written approval. Verizon agrees not to modify any City Property including City grounds, facilities, light poles, or other structures owned by the City at the Venue, and agrees not to remove any trees or disrupt any landscaping at the Venue, without first obtaining written approval from Seattle Center, which approval shall not be unreasonably withheld.

9.08 Upgrades or modifications to the WIRELESS NETWORK. After the initial installation of the WIRELESS NETWORK, Verizon may not add equipment to the WIRELESS NETWORK, or otherwise physically modify the size of the Premises for the

WIRELESS NETWORK equipment, without Seattle Center's prior written approval, which shall not be unreasonably withheld. However, Verizon may perform changes within Verizon's equipment space to which Verizon has a right to enter without Seattle Center's approval so long as such Verizon changes conform to the then-current edition of Seattle Center Construction Site Standards described in Section 8.08 and the Final Design Plan approved by the City pursuant to Article 5.

9.09 Routine maintenance. Verizon may perform routine maintenance without Seattle Center's prior written approval. Routine maintenance means tasks performed in the ordinary operation and maintenance of the WIRELESS NETWORK such as like for like equipment swaps, and minor or routine repairs. Upgrades to technology or equipment or changes in frequency may also constitute routine maintenance, so long as the upgrade of technology or equipment or a frequency change is not visible and does not alter the appearance of existing stealth structures or cause Interference (as described in Article 15) with existing equipment of the City or with authorized equipment located and lawfully operating on the Premises of other licensees of the Premises. Routine maintenance must conform to Verizon's permitted use of the Premises, must comply with the terms of this Agreement including but not limited to Section 1.02 regarding Access, and must meet the then-current edition of Seattle Center Construction Site Standards described in Section 8.08.

9.10 Disclaimer of Liability. The City shall not be liable for injury or damage occurring to any person or property on the Premises to the extent caused by Verizon's, or a Carrier's, installation, maintenance, repair, use, or operation of the WIRELESS NETWORK on the Premises, including claims by customers for interruption of or interference with service.

ARTICLE 10 – RELOCATION OR RECONFIGURATION

10.01 Relocations or Reconfigurations at Seattle Center's Request. The Parties acknowledge that they may need to modify the Premises to remove certain buildings or locations and/or to add certain buildings or locations, pursuant to the requirements of this Article 10. If Seattle Center desires to have Verizon relocate any WIRELESS NETWORK facilities, Seattle Center shall provide one hundred eighty (180) days' prior written notice to Verizon and, if possible, suggest an alternative location. Seattle Center shall require relocation only if necessary. Seattle Center shall use best efforts to provide a reasonably equivalent location that affords Verizon substantially similar engineering objectives. The Parties shall cooperate to the extent possible to ensure continuity of service during any relocation. Upon receipt of such notice, Verizon will determine whether it is possible to relocate or reconfigure the current WIRELESS NETWORK facilities, either to the suggested alternative location or elsewhere, and shall provide Seattle Center a proposal

of the new design, location, and cost estimate of such relocation or reconfiguration (which shall include but not be limited to cost to deploy a temporary site as described below if necessary), within one hundred eighty (180) days of receipt of Seattle Center's notice. Seattle Center will respond to the proposed design and cost estimate in writing within ninety (90) days. In such response, Seattle Center will either agree to pay the estimated cost, propose an adjustment to the Payments, or inform Verizon not to proceed with the relocation or reconfiguration. If Verizon agrees to the proposed estimated cost payment or Payment reduction offered by Seattle Center, then, subject to the other provisions of this Agreement, Verizon shall promptly relocate or reconfigure the relevant equipment within one hundred eighty (180) days of receipt of such second notice from Seattle Center; provided, however, that if due to circumstances beyond Verizon's control, such relocation and/or reconfiguration cannot be completed by Verizon within such one hundred eighty (180) day period, Verizon shall not be in default hereunder if Verizon shall have commenced such relocation and/or reconfiguration within such one hundred eighty (180) day period and shall diligently pursue such relocation and/or reconfiguration to completion.

10.02 Relocation or Reconfiguration at Verizon's Request. If Verizon needs to remove, relocate or reconfigure any WIRELESS NETWORK facilities, Verizon shall provide ninety (90) days' prior written notice to Seattle Center. The notice shall include the alternative location and proposed design plans for any proposed relocation or reconfiguration. Upon receipt of such notice, Seattle Center will respond in writing within thirty (30) days. In such response, Seattle Center will either agree to the removal, relocation, or reconfiguration, or will inform Verizon not to proceed with the removal, relocation or reconfiguration. If Seattle Center agrees to a relocation or reconfiguration, then, subject to the other provisions of this Agreement, Verizon shall promptly relocate or reconfigure the relevant equipment within one hundred eighty (180) days of receipt of such notice from Seattle Center, unless otherwise agreed between the Parties in writing.

ARTICLE 11 – ENVIRONMENTAL LAWS

11.01 Definitions. For the purpose of this Article, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

- (a) **"Environmental or Safety Law"** means any environmentally related local, state or federal law, regulation, ordinance, or order, including but not limited to the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational

Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local, or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations, and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements. "Existing Hazardous Substances" shall mean any Hazardous Substances (as defined below) on, in or under the Venue as of the date of this Agreement.

(b) **"Hazardous Substances"** means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

(c) **"Remedial Work"** shall mean all activities which are performed in connection with the identification, investigation, assessment, cleanup, removal, mitigation, monitoring or containment of Existing Hazardous Substances to meet the requirements of any Environmental or Safety Law. The term "Remedial Work" includes the City's observing or monitoring of Remedial Work and includes negotiations with DOE or any other appropriate governmental agency with respect to compliance with any Environmental or Safety Law.

11.02 Restrictions on Use and Transport of Hazardous Substances during WIRELESS NETWORK Construction and Maintenance. Verizon and its employees, agents, and contractors shall not use, generate, produce, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances in performing WIRELESS NETWORK construction or maintenance on or about the Premises or Venue without the Director's express written approval, with the exception of any customary equipment and other related supplies for a WIRELESS NETWORK in normal quantities and handled in compliance with applicable laws. In requesting any approval, Verizon shall provide the Director with a written request identifying the specific Hazardous Substance(s) and

describing Verizon's planned use, precautions, and safety plans. Verizon shall provide the Director with Verizon's or its contractor's USEPA Waste Generator Number (if any) and shall make available for inspection at the Venue or Verizon's place of business upon reasonable request, all Material Safety Data Sheets, generator annual dangerous waste reports, environmentally related regulatory permits or approvals (including revisions or renewals), and any correspondence that Verizon or its contractor receives from, or provides to, any governmental unit or agency in connection with the handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Venue.

11.03 Existing Hazardous Substances Discovered During Construction.

11.03.01 Notification. If Verizon or any of its agents or contractors shall discover any Existing Hazardous Substance at any time during the course of inspection, pre-construction, or actual construction, renovation, or maintenance of the WIRELESS NETWORK, Verizon shall notify the Seattle Center Project Coordinator as required by applicable law. Following such notice, designated representatives of Verizon and the City shall promptly meet and confer concerning the nature and extent of the Existing Hazardous Substance and the appropriate Remedial Work, which may include but not be limited to further characterization, assessment, testing, responsibility for notification of appropriate regulatory authorities, and any remediation approach. Verizon shall be responsible for the cost and execution of any Remedial Work to the extent resulting from the performance of the WIRELESS NETWORK construction or maintenance during the term of this Agreement.

11.03.02 Correction of Violations. If Verizon, Verizon's contractor, or any subcontractor thereof violates any applicable Environmental or Safety Law in performing the WIRELESS NETWORK construction, or any of the terms of this Section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, Verizon shall promptly take such action as is required of Verizon by applicable law to mitigate and correct the violation. If Verizon does not act in accordance with applicable law, the City reserves the right, but not the obligation, upon reasonable prior written notice to Verizon, to cooperate with Verizon in an effort to take such action as is necessary to ensure compliance or to mitigate the violation in accordance with applicable law. If the Director has a reasonable belief that Verizon or

Verizon's contractor or any subcontractor thereof is in violation of any Environmental or Safety Law regarding the presence or use of Hazardous Substances in performing WIRELESS NETWORK construction or maintenance, or that action or inaction at the Premises by Verizon, its contractor, or any subcontractor thereof, presents a threat of violation of applicable law or a threat of damage to the Venue, City reserves the right, upon reasonable prior written notice to Verizon (but no less than fourteen (14) days' notice) to take such corrective or mitigating action as the Director deems necessary in compliance with applicable law. All reasonable costs and expenses incurred by City directly attributable to any such action due to a violation or failure to act by Verizon shall become due and payable by Verizon within thirty (30) days of Verizon's receipt of an invoice therefor and reasonable supporting documentation.

11.03.03 Removal of Hazardous Substances Prior to Completion. Prior to completion of the WIRELESS NETWORK construction, in addition to all other requirements under this Agreement, Verizon or Verizon's contractor shall remove any Hazardous Substances placed in the Venue by or at the direction of Verizon during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

11.04 Indemnification. In addition to all other indemnification obligations provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement and to the fullest extent provided by law, Verizon shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the reasonable fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), to the extent resulting from the existence of any Hazardous Substance caused by Verizon or its contractor or any subcontractor thereof in the Venue, or from Verizon's violation of its obligations under this Article 11, or to the extent resulting from the migration or release of any Hazardous Substance caused by Verizon or its contractor or any subcontractor thereof in the Venue into the surrounding environment that results from Verizon's WIRELESS NETWORK construction and maintenance, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; provided, that City shall provide Verizon with prior written notice of any event giving rise to Verizon's indemnification obligation hereunder. Notwithstanding anything

contained in the Agreement to the contrary, Verizon shall not be liable or responsible for any environmental condition including the release of any Hazardous Substance that existed on the Venue before the commencement of Verizon’s activities on the Premises or that otherwise does not result from Verizon’s activities on the Premises.

ARTICLE 12 – INSURANCE AND INDEMNIFICATION

12.01 Indemnification. To the fullest extent permitted by law, Verizon shall indemnify, defend (using counsel reasonably acceptable to City), and hold the City, City’s officers, agents, employees and elected officials (collectively, “**City Indemnified Parties**”) harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City’s actual and reasonable personnel costs and reasonable attorneys’ fees to the extent incurred in connection with claims, regardless of whether such claims involve litigation) resulting from (i) the installation, construction, occupation, operation, use, maintenance, or improvement of the WIRELESS NETWORK, or the acts or omissions of Verizon or those of any of its employees, agents, suppliers, contractors, successors, assigns, or anyone acting on Verizon’s behalf, in connection with the WIRELESS NETWORK; (ii) Verizon’s breach of this Agreement; or (iii) Verizon’s violation of any applicable law. The indemnity obligations described herein are specifically intended to cover actions brought against the City Indemnified Parties by Verizon’s employees or employees of Verizon’s contractors and subcontractors and is specifically and expressly intended to constitute a waiver of Verizon’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as to City Indemnified Parties to the extent necessary to provide the City Indemnified Parties with a full and complete indemnity required under this Section. Verizon shall promptly notify the City of casualties or accidents occurring in or around the Venue when made aware of the same. The indemnity obligations of Verizon described herein shall not apply to claims, suits, losses, damages, fines, penalties, liabilities and expenses arising from (i) the breach of the Agreement by City or Seattle Center and their respective officers, agents, employees and elected officials, or (ii) the negligence or willful misconduct of City or Seattle Center and their respective officers, agents, employees and elected officials. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless provision shall apply to and for the benefit of the City Indemnified Parties. If it is determined that RCW 4.24.115 applies to this Agreement, Verizon agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent permitted thereunder, and specifically for Verizon’s negligence concurrent with that of the City Indemnified Parties to the full extent of Verizon’s negligence.

VERIZON ACKNOWLEDGES THAT CITY'S WILLINGNESS TO PROVIDE VERIZON THE RIGHT TO USE AND OCCUPY THE VENUE IS CONDITIONED, IN PART, ON THE OBLIGATIONS UNDER THIS SECTION, AND THAT VERIZON AND CITY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION.

12.02 Insurance.

12.02.01. Insurance Coverages, Limits, and Other Requirements. Verizon shall, and shall require any contractors and/or subcontractors to obtain and maintain substantially the same insurance as required of Verizon with limits commensurate with the work or service to be provided including the City as an additional insured as their interest may appear under this Agreement. Providing certificates of insurance as evidence of coverage for the required coverage shall not relieve Verizon or any of its respective insurers from liability for claims in excess of such stated limits of liability should higher limits of liability be placed.

12.02.02 Commercial General Liability (CGL) insurance. CGL insurance shall include coverage for:

- (a) Premises/Operations
- (b) Products/Completed Operations
- (c) Personal/Advertising Injury
- (d) Contractual
- (e) Independent Contractors
- (f) Stop Gap (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy)
- (g) Explosion, Collapse and Underground hazards if explosives are used in the performance of the WIRELESS NETWORK work)

12.02.02.01 Such insurance must provide a limit of liability of \$9,000,000 each Occurrence, \$10,000,000 aggregate, including Personal/Advertising Injury and \$1,000,000 each Accident/ Disease - Policy Limit/ Disease - each Employee Stop Gap or Employers Liability.

12.02.03 Automobile Liability Insurance. Automobile Liability covering owned, non-owned, hired, and leased vehicles, as applicable, with a limit of

liability of \$9,000,000 combined single limit each accident for bodily injury and property damage. If Hazardous Substances are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy.

12.02.04 State of Washington Statutory Workers' Compensation Insurance. Verizon's contractor and its subcontractors shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance).

12.02.05 Additional Insured. CGL insurance shall include the City as an additional insured as their interest may appear under this Agreement by providing additional insured status on ISO Forms or equivalent. Provided the Agreement is in effect, the additional insured status for the City shall remain in effect for not less than three (3) years following substantial completion of the WIRELESS NETWORK construction by Verizon.

12.02.06. Intentionally deleted.

12.02.07 General Requirements (Do Not Apply to State of Washington Statutory Workers' Compensation Insurance).

12.02.07.01 Verizon shall (1) not begin WIRELESS NETWORK construction or maintenance until certificates of insurance as evidence of insurance as required in Section 12.02.10 has been delivered to and reasonably approved by the City, and (2) keep required insurance in force at all times during the term of the Agreement. The term "insurance" herein shall include but not be limited to self-insurance, alternative risk transfer techniques, capital market solutions or any other form of risk financing.

12.02.07.02 Each insurer must either be (1) authorized to do business in the state of Washington and maintain A.M. Best's ratings of A-: VII or higher, or (2) procured as surplus lines under the provisions of chapter 48.15 RCW ("Unauthorized Insurers"), except as may otherwise be approved by the City.

12.02.07.03 "The City of Seattle" (or "City") shall be included as an additional insured as their interest may appear under this Agreement

on a primary and non-contributory basis as respects the following insurance coverages specified herein: (CGL insurance, Automobile Liability insurance). As respects CGL insurance, and Automobile Liability, such additional insured status shall (1) be evidenced by an ISO endorsement or equivalent or blanket additional insured endorsement, (2) be primary and non-contributory as respects the City's insurance, and (3) contain a "separation of insureds" provision. As respects Automobile Liability insurance, such additional insured status shall (1) be evidenced by ISO endorsement form or equivalent or blanket additional insured endorsement, (2) be primary and non-contributory as respects the City's insurance, and (3) contain a "separation of insureds" provision.

12.02.07.04 Upon receipt of notice from its insurer(s) Verizon will use commercially reasonable efforts to provide with thirty (30) days prior written notice of cancellation of any required coverage by first class mail.

Notice under this paragraph shall be issued to:
Jae Lee, Chief Capital Projects Coordinator
The City of Seattle
Seattle Center
305 Harrison Street
Seattle, WA 98109

If sent by facsimile transmission, fax to (206)386-9091; if emailed, send as a PDF or XLS format attachment to jae.lee@seattle.gov.

12.02.07.05 Failure on the part of Verizon to maintain insurance as required shall constitute a material breach of contract, upon which the City, after giving five (5) business days notice to Verizon to correct, may immediately terminate the Agreement.

12.02.07.06 All costs for insurance shall be at the expense of Those Providing Insurance and the City will not reimburse any such costs.

12.02.08. Contractor and Subcontractor Insurance. Verizon shall contractually require that each contractor or subcontractor of every tier performing WIRELESS NETWORK construction or maintenance to obtain and maintain

substantially the same insurance as required of Verizon with limits commensurate with the work or service to be provided and include the City of Seattle as an additional insured as their interest may appear on a primary and non-contributory basis. The Contractors and Subcontractors must provide the City of Seattle with certificates of insurance evidencing the coverage maintained.

Certificates of insurance shall be issued to:

Jae Lee, Chief Capital Projects Coordinator
The City of Seattle
Seattle Center
Seattle, WA 98109

If sent by facsimile transmission, fax to (206) 386-9091; if emailed, send as a PDF or XLS format attachment to jae.lee@seattle.gov.

12.02.09. Intentionally deleted.

12.02.10. Evidence of Insurance (Does Not Apply to State of Washington Statutory Workers' Compensation).

12.02.10.01 Verizon shall promptly deliver to the City certificates of insurance meeting the requirements set forth herein when this Agreement is fully executed and before any work for the WIRELESS NETWORK construction occurs. The certificates of insurance must include the following:

(a) An ACORD certificate or equivalent form fully disclosing the coverages and limits required in this Agreement.

(b) A copy of the blanket additional insured endorsement documenting that the City of Seattle is an additional insured as their interest may appear under this Agreement on a primary and non-contributory basis and (if required) Products and Completed Operations Additional Insured; a statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.

12.03 Assumption of Risk. Except as expressly set forth in this Agreement, Verizon hereby assumes and agrees to hold the City harmless from and against all risk of damage to Verizon's property and the property of Verizon contractor(s) or subcontractor(s), and of injury to the officers, directors, employees, agents, contractors, subcontractors, and invitees of Verizon and Verizon's contractors and subcontractors, in or about the Venue from any cause, and hereby waives all claims Verizon may have against the City with respect to the WIRELESS NETWORK.

ARTICLE 13 – ASSIGNMENT

13.01 Assignment. Verizon may assign this Agreement to a business entity that meets the following criteria: (i) licensed by the FCC to operate a wireless communications business; and (ii) (1) is a parent, subsidiary, affiliate or successor of the Verizon; or (2) controls or is controlled by or under common control with the Verizon; or (3) is merged or consolidated with the Verizon; or (4) purchases a majority or controlling interest in the ownership or assets of the Verizon; or (5) purchases substantially all of the assets of the Verizon; or (6) purchases substantially all of the assets of the Verizon in the Metropolitan Trading Area in which the Premises are located. Upon notification to the City by the Verizon of such action, together with a statement by the assignee that it will comply with all terms and conditions of this Agreement, Verizon shall be relieved of all future performance, liabilities and obligations under this Agreement. Verizon may not otherwise assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

ARTICLE 14 – TERMINATION BY SEATTLE CENTER FOR VERIZON'S DEFAULT

14.01 Termination by Seattle Center. Seattle Center may terminate this Agreement with notice as set forth below, and without recourse to the Verizon, if any of the following default events occurs and is not cured within the applicable notice and cure periods:

- (a) Verizon, after notification that its operations are interfering with the operations of Seattle Center on the Venue, fails to cure the operational interference;
- (b) Verizon fails to make Payment pursuant to Article 4;
- (c) Verizon fails to maintain the required insurance coverages;
- (d) Verizon fails to design, and install its WIRELESS NETWORK in conformance with this Agreement; or
- (e) Verizon fails to comply with all applicable: federal, state and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and policies as now existing or hereafter adopted or amended.

14.02 Notice to Cure. In the event Seattle Center intends to terminate this Agreement for any of the reasons (a) through (e) above, Seattle Center shall provide Verizon a written notice of default. If Verizon does not cure the alleged default within thirty (30) days after receipt of such notice, Seattle Center may terminate this Agreement. Notwithstanding the foregoing, Seattle Center will not terminate this Agreement within the thirty (30) day period, provided that (i) the default event is for reasons (d) or (e); or (ii) Verizon offers written evidence and other documentation reasonably satisfactory to Seattle Center that the nature of the default event reasonably takes longer to cure, or (iii) Verizon commences a cure within the 30-day time period, and (iv) Verizon diligently pursues it thereafter to completion.

14.03 Payment and Removal upon Termination or Expiration. Upon expiration or termination of this Agreement, Verizon shall pay Seattle Center all payments due as of the effective date of termination or expiration. Verizon shall also within sixty (60) days of expiration or termination of the Agreement, at its sole expense, remove the WIRELESS NETWORK, except for the portions of the same that may be specifically dedicated in writing by Verizon to Seattle Center hereunder, including but not limited to all fiber distribution, and shall return the Premises and those portions of the Venue affected by Verizon's activities hereunder to the same or better condition than existed on the Effective Date, reasonable wear and tear and casualty damage excepted. Other improvements or infrastructure may also remain if mutually agreed upon in writing by the Parties. If Verizon fails to remove the WIRELESS NETWORK within the sixty (60) day period, Seattle Center may, after thirty (30) days prior written notice, remove and dispose of the same at Verizon's expense. Verizon hereby waives all claims for damages that may be caused by Seattle Center taking possession of or removing the equipment as herein provided, and Verizon shall indemnify and hold Seattle Center and the City harmless therefrom. Seattle Center will not reimburse any Payment previously paid. Upon removal, Verizon shall also restore the Premises to its previous state at its own expense and as reasonably directed by Seattle Center, including restoration of landscape features (reasonable wear and tear and casualty damage excepted).

ARTICLE 15 – NO INTERFERENCE

15.01 No Interference. Seattle Center represents that it will utilize good faith efforts to eliminate any interference that is measurable in accordance with industry standards from any other source if such interference is affecting the WIRELESS NETWORK and is under the control of Seattle Center or its invitees, lessees or Verizon if such equipment is installed or modified after the WIRELESS NETWORK installation. Verizon agrees that it

will utilize good faith efforts to eliminate any interference that is measurable in accordance with industry standards from the WIRELESS NETWORK, including interference from other Carriers on the WIRELESS NETWORK, if such measurable interference is affecting the wireless communication equipment in use by Seattle Center or the authorized equipment located and lawfully operating on the Premises by other licensees of the Premises. If such interference occurs, the non-interfering Party shall, within twenty-four (24) hours, notify the interfering Party via telephone to Verizon's Network Operations Center at (800) 621-2622 or to Seattle Center at (206) 684-7272. For interference from the WIRELESS NETWORK, Verizon will commence efforts to eliminate such interference within twenty-four (24) hours. Verizon will have five (5) business days from notification to eliminate the interference. If such interference is not eliminated, Verizon must cease transmission of the interfering source.

ARTICLE 16 – REPRESENTATIONS AND WARRANTIES

16.01 Representations and Warranties by Verizon. Verizon represents that it has all corporate authority necessary to enter into this Agreement, that Verizon (or affiliates of Verizon) hold all required FCC licenses necessary under this Agreement, and that it is in good standing with the FCC.

16.02 Representations and Warranties by Seattle Center. Seattle Center represents and warrants that it has the right to grant the rights given in this Agreement.

ARTICLE 17 – PUBLIC RECORDS AND CONFIDENTIALITY

17.01 Public Records and Confidentiality. Verizon acknowledges that information submitted to the City is subject to the Washington Public Records Act, RCW 42.56. Verizon may identify documents submitted to the City that Verizon believes are non-disclosable, such as trade secrets. Verizon shall prominently mark any document for which it claims confidentiality with the mark "Confidential," in letters at least one-half (1/2) inch in height, prior to submitting such document to the City. The City shall treat any document so marked as confidential and will not disclose it to persons outside of the City, except as required by law and as provided herein. If the City receives a public disclosure request for any documents marked as "Confidential," the City shall provide Verizon with written notice of the request, including a copy of the request, and will allow Verizon up to thirty (30) days to obtain and serve the City with a court injunction to prevent the City from releasing the documents. If Verizon fails to obtain a court order and serve the City within the thirty (30) days, the City may release the documents, provided that the City shall disclose only such confidential information as is, in the City's sole discretion, legally

required to be disclosed. Whether to seek an injunction is Verizon's discretionary decision. The City will not assert an exemption from disclosure on Verizon's behalf. The Parties also agree to abide by the terms of the Parties' "Non-Disclosure Agreement and Acknowledgement of Obligations Under Washington Public Disclosure Act" dated August 17, 2023.

ARTICLE 18 – COMPLIANCE WITH LAWS

18.01 General Requirements. Verizon, at no cost to City, shall comply with all applicable laws, including, without limitation, the Americans with Disabilities Act with respect to the WIRELESS NETWORK, and any applicable rules and regulations of any governmental entity as now or hereafter enacted or promulgated with respect thereto. Whenever Verizon is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, agents or invitees, or any of its contractor's subcontractors, Verizon shall immediately desist from and/or prevent or correct such violation.

18.02 Licenses, Permits, and Other Authorizations. Without limiting the generality of Article 18.01, Verizon, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations required in connection with the WIRELESS NETWORK, and comply with all requirements thereof, and shall submit to the Seattle Center Project Coordinator evidence of Verizon's satisfaction of all such requirements whenever requested in writing.

ARTICLE 19 – SAFETY PRECAUTIONS

19.01 Verizon General Responsibilities. Verizon shall be responsible for complying with all applicable safety requirements. Verizon shall comply, and require its contractor(s) to comply, with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety or persons or property, or over protection from damages, injury, or loss.

19.02 Verizon Responsible for Safety of Personnel and Property. Verizon shall take all reasonable precautions to protect the lives and health of personnel performing any work in the Venue and other persons at the Venue who may be affected thereby, prevent damage to materials, supplies, and equipment in the Venue, and prevent damage to other property on the Venue, to the extent such damage is caused by the negligence or willful misconduct of Verizon, its employees, agents or contractors. Verizon shall erect and maintain all necessary safeguards for such safety and protection; and notify owners of adjacent property and utilities when prosecution of WIRELESS NETWORK construction or maintenance may affect them.

19.03 City Not Responsible for Safety. Nothing provided in this Agreement shall be

construed as imposing any duty upon City with regard to safety at or on the Venue, or over any other safety conditions relating to employees or agents of Verizon or its contractor or any of such contractor's subcontractors, or the public.

ARTICLE 20 – DISPUTE RESOLUTION

20.01 Dispute Resolution. The Parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below.

20.02 Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of Verizon and the Seattle Center Project Coordinator and/or subordinate Seattle Center Staff, the matter shall be referred to the Director or designee and Verizon's President and Chief Executive Officer or such other designated officer or employee authorized by Verizon ("**Verizon Representative**"). If the Director or designee and the Verizon Representative are unable to resolve the dispute within a period of seven (7) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; *provided*, that in the event the Director or designee and Verizon Representative cannot agree upon a mediator within such seven (7) day period, either Party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. Verizon and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the Parties to evaluate their respective claims and reach agreement to resolve their dispute.

20.03 Continuation of Efforts in Event of Dispute; No Litigation without Mediation. Notwithstanding the existence of any dispute between the Parties hereto, the Parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement to the extent not affected by the dispute. Neither Party to this Agreement shall commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, in mediation as contemplated in this Section.

ARTICLE 21 – MISCELLANEOUS

21.01 Notices. All legal notices hereunder must be in writing and, with the exception of Payments, may be sent by U.S. mail, postage prepaid to the other Party, return receipt requested, at the address set forth below (or as such addresses may be changed in

writing upon no less than twenty (20) days prior written notice to the other Party of the new notice address). Payments shall be sent to the other Party at the street address set forth below, by overnight mail via nationally recognized overnight courier or by certified mail.

If to Seattle Center:

Seattle Center Director
305 Harrison Street
Seattle, Washington 98109
Attn: Marshall Foster

If to Verizon:

Seattle SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attention: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

21.02 Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties, except for Verizon's Temporary License, attached hereto and incorporated herein as Exhibit B. Any amendments to this Agreement must be in writing and executed by both Parties notwithstanding the provisions of Article 4.06.

21.03 Governing Law, Venue. This Agreement will be governed by and construed in accordance with the laws of the state where the Venue is located; venue for any action hereunder shall be in the Superior Court of the State of Washington for King County.

21.04 Force Majeure. Neither Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including without limitation, strikes, labor disputes, war, terrorist acts, riots, government regulations, or acts of God.

21.05 No Third Party Beneficiaries. The City and Verizon are the only Parties to this Agreement, and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party.

21.06 No Waiver of Breach. The failure of one Party to insist on any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any right contained herein, shall not be construed as a waiver of or relinquishment for the future performance of such covenant or right to exercise such right.

21.07 Successors Bound. This Agreement and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the Parties hereto and their respective assignees.

21.08 Counterparts. This Agreement may be executed by original or electronic signatures and in any number of counterparts which shall be considered one instrument. Counterparts and signed electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

21.09 Captions and Article Numbers. The captions, article and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way otherwise affect this Agreement.

21.10 Severability. If any term, covenant, condition or provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20.11 Authority. Verizon and the City each warrant and represent to the other that the person signing this Agreement on such Party's behalf has the authority to do so and to bind such Party to the terms, covenants and conditions contained herein.

21.12 No Agency, Partnership, or Joint Venture. Nothing contained in this Agreement shall be construed to create any agency relationship, partnership, joint venture or other similar arrangement between Verizon and the City. Neither Party shall create any obligation or responsibility on behalf of the other Party or bind the other Party in any manner.

21.13 Time of Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SEATTLE CENTER

The City of Seattle

By: _____

Name: _____

Title: _____

Date: _____

VERIZON

Seattle SMSA Limited Partnership d/b/a
Verizon Wireless
By Cellco Partnership, its General
Partner

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 202_, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged said instrument as the _____ of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Celco Partnership, its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned.

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

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name: _____

EXHIBIT A

DESCRIPTION OF THE PREMISES

Pursuant to Article 1 of this Agreement, Seattle Center grants Verizon a license to use, for the purposes set forth in the Agreement and in compliance with the terms and conditions of the Agreement, the following Seattle Center facilities and grounds, which are anticipated to be covered by the WIRELESS NETWORK, and which are referred to in the Agreement collectively as the Premises.

LOCATIONS:

1. Armory Atrium and Lofts
 - a. Kreielsheimer Promenade,
2. Fifth Avenue Garage,
3. Mercer Street Garage,
4. Fisher Pavilion; Interior, Rooftop and Green
5. Broad Street Green,
6. North and South Fountain Lawns,
7. NW Courtyards,
8. Center Park Plaza,
9. Founders Court,
10. Theater Commons,
11. Mural Amphitheater,
12. Monorail Platform,
13. Exterior spaces along Thomas, Harrison, and Republican, and Nob Hill Streets as well as 2nd Ave N and 3rd Ave N
14. Exterior walk-ways throughout the Seattle Center Campus
15. Phelps Center / Exhibition Hall interior

Additional areas on the Seattle Center campus grounds and additional Seattle Center buildings may be added to this definition of Premises as designated by the Director and as mutually agreed to by both Parties in writing.

The Parties acknowledge that some or all of the buildings/locations listed in this Exhibit A may not be included as part of the WIRELESS NETWORK due to lack of permit approval, concern regarding hazardous materials, or for other financial concerns of Verizon. If any

building or location is withdrawn from inclusion after the City approves the applicable WIRELESS NETWORK Design Plan, Verizon shall follow the procedure set forth in Article 10.

EXHIBIT B

TEMPORARY FACILITY USE AGREEMENT

EXHIBIT C

PRICE LIST AND HOURLY RATES FOR REIMBURSABLE EXPENSES