

RESOLUTION NO. 3031

RESOLUTION DIRECTING CITY STAFF TO PUBLISH AN UNDERLYING PROPOSED RESOLUTION IN THE CITY'S DESIGNATED OFFICIAL NEWSPAPER AS NOTICE OF THE CITY'S INTENT TO GRANT A NONEXCLUSIVE FRANCHISE FOR SMALL CELL WIRELESS FACILITIES TO YAKIMA MSA LIMITED PARTNERSHIP ON JULY 25, 2023

WHEREAS, the entity known as Yakima MSA Limited Partnership desires to obtain a nonexclusive franchise from the City of Selah so that it can locate small cell wireless facilities on poles and rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, a proposed fourteen-page Master License Agreement has been negotiated between the two parties, its terms are acceptable to City staff, City staff intends to present to the City Council on July 25, 2023, a Resolution that – if approved – will authorize the Mayor to sign the Agreement and thereby grant the franchise; and

WHEREAS, in an effort to satisfy the prerequisites established by RCW 35A.47.040 (2nd ¶), City staff intends to publish a copy of the proposed Resolution in the City's designated official newspaper, and the City Council agrees that such publishing should occur;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that City staff is hereby directed to publish a copy of the underlying proposed Resolution – which, if approved, would authorize the Mayor to sign the Master License Agreement and thereby grant the franchise – in the City's designated official newspaper.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of July, 2023.




Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

RESOLUTION NO. _____

[PROPOSED] RESOLUTION AUTHORIZING THE MAYOR OF SELAH TO SIGN A FOURTEEN-PAGE MASTER LICENSE AGREEMENT WITH YAKIMA MSA LIMITED PARTNERSHIP THAT GRANTS A NONEXCLUSIVE FRANCHISE FOR SMALL CELL WIRELESS FACILITIES

WHEREAS, the entity known as Yakima MSA Limited Partnership desires to obtain a nonexclusive franchise from the City of Selah so that it can construct and locate small cell wireless facilities on poles and rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, a proposed fourteen-page Master License Agreement has been negotiated between the two parties and its terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize the Mayor to sign the Agreement and to thus grant the franchise;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign the fourteen-page Master License Agreement and to thus grant the franchise.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of July, 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

[As noted above, this is a proposed Resolution. The City Council has not yet voted as to whether or not to authorize the Mayor to sign the Agreement. A vote is contemplated to occur during the next regularly-scheduled meeting of the City Council on July 25, 2023. A copy of this proposed Resolution is being published pursuant to RCW 35A.47.040 (2nd ¶). A copy of the proposed Master License Agreement can be obtained from the City upon request.]

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT (“**Agreement**”) is made as of the date of the last signature below (“**Effective Date**”), is made by and between the City of Selah, Washington (“**Licensor**”) and Yakima MSA Limited Partnership, a Delaware limited partnership (“**Licensee**”), with its principal offices located at 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor is the owner, of certain streetlight poles, utility poles, traffic signal poles (“**Licensor Poles**”) and/or property within the rights-of-way, which is owned and/or managed by Licensor; and

WHEREAS, Licensee is duly authorized and licensed by the Federal Communications Commission to provide wireless services within City of Selah’s territorial boundaries; and

WHEREAS, Licensee desires to access the rights-of-way to construct Licensee-owned or Licensee-operated new wireless support structures (“**Licensee Poles**”) used to support Small Cell Wireless Facilities, and to install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by Licensor’s Poles and third-party-owned utility and/or streetlight poles within the rights-of-way; and

WHEREAS, for the purposes of this Agreement, Small Cell Wireless Facilities (“**Facilities**” or “**Facility**”) is defined as equipment and a communications network which includes all of the following: (a) pole-mounted and ground-mounted equipment associated with wireless service; (b) radio transceivers, antennas, or coaxial, metallic, or fiberoptic cable located on, in, under, or otherwise adjacent to a pole; (c) regular and backup power supplies; and (d) wireless equipment housed within an associated wireless or slab-mounted equipment cabinet; and

WHEREAS, Licensor and Licensee acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular locations at which Licensor may wish to allow, subject and pursuant to one or more Permits, Licensee to install, maintain and operate Facilities as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

THE PARTIES AGREE as follows:

I. Premises

Pursuant to all terms and conditions of this Agreement, Licensor agrees to and does grant a non-exclusive license to Licensee with regard to sufficient space on or upon the rights-of-way and/or Licensor's Poles (collectively, "Premises") for the installation, operation, modification, maintenance and repair of Licensee Facilities and/or any pole; together with the non-exclusive right of ingress and egress from the rights-of-way, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation, maintenance, repair and modification of Licensee's Facilities. For clarity, although such license is, as stated above, a non-exclusive license, Licensee shall and will have and enjoy exclusivity as to the specific spaces where Licensee's Facilities are installed, and any other licensee(s) that might be granted a similar license by Licensor shall and must install its/their facilities at and upon other spaces on or upon the Premises so as to not conflict with Licensee's Facilities. In the event there are not sufficient electric and telephone, cable and/or fiber utility sources (collectively, "Utilities") located at the specific locations agreed upon between the Parties that will be used by Licensee, Licensor agrees to and does grant Licensee the right to install such Utilities on, over and/or under the Premises as necessary for Licensee to operate Licensee's Facilities, provided that such Utilities must be installed by a duly-authorized provider of such Utilities, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed Utilities at locations that are approved by Licensor.

II. Master License Term

The initial term of this Agreement ("Master Initial Term") shall be for five (5) years commencing upon the Effective Date and shall automatically renew for four (4) additional five (5) year periods (each a "Master Renewal Term") thereafter, unless Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Master Initial or Renewal Term.

III. Permit Application & Issuance Process

A. Permit(s) Required.

- i. Licensee shall apply for a one or more Small Cell Permit(s) (“Permit” or “Permits”) for the installation or placement of each Small Cell Wireless Facility, and shall not commence any installation or placement unless and until such Permit(s) are granted by Licensor. A Permit is not required for routine maintenance or repairs, emergency access, including like-for-like replacement, but notice may be required as set out in Section XIX.
- ii. It is understood that Licensee may collocate Facilities on existing utility poles, Licensor Poles and/or build new Licensee Poles or replace existing poles for the purpose of collocation of such facilities which would comply with all applicable encroachments, building permits, and federal, state and city laws, regulations, standards and specifications.
- iii. Licensee may, at Licensee’s sole cost, replace existing poles or infrastructure if structural or engineering analysis deem that a pole replacement is necessary to support Licensee’s Facilities. In such event, a copy of the structural or engineering analysis must be provided to Licensor prior to any work occurring, and all work to replace a pole must occur pursuant to specifications that are approved by a licensed structural or engineering professional and must conform to all applicable laws, regulations and standards that apply in the city with regard to such type of pole. Moreover and likewise, if any Utilities or equipment owned or operated by any third-party(ies) exist upon the to-be-replaced pole, a copy of the structural or engineering analysis must be provided to each owner and operator of such Utilities or equipment prior to any work occurring, and all work to replace the pole and the replacement pole itself must conform to all applicable laws, regulations and standards. Following installation of the replacement pole, Licensor shall be entitled to inspect its condition with regard to whether it fulfills all applicable specifications, laws, regulations and standards. Following installation, Licensor shall have 10 days to inspect and either approve the installation work or provide requested revisions needed to bring the replacement pole into compliance with applicable specifications, laws, regulations and standards. If Licensor is satisfied, title to the replacement pole shall by bill of sale from Licensee to Licensor transfer to Licensor ownership of replacement pole(s) on an “as-is” basis with no guarantee or warranty (other than warranty of title) express or implied. Licensor shall thereafter be responsible for the maintenance and repair of such replacement pole, along with the operation of any Licensor equipment attached and any corresponding costs.
- iv. Licensee shall be allowed, at Licensee’s discretion, to file a consolidated application and receive a single Permit for the collocation of up to twenty-five (25) Facilities so long as the collocations each involve substantially

the same type of Facilities and substantially the same type of structure. If an application includes multiple Facilities, Licensor may remove Facility collocations from the application and treat separately Facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Licensor may issue separate Permits for each collocation that is approved in a consolidated application.

- v. Licensee shall secure a separate type of permit from Licensor whenever work by Licensee within rights-of-way will affect traffic patterns or require lane closures.

B. Review of Permit(s) Application.

i. *Review of Application.*

Licensor shall review Licensee's each and all submitted Permit Application(s) for completeness before reviewing such as to substance and merits.

- a. A complete "Permit Application" is an application that provides Licensor with all the information listed on the Small Wireless Facilities Permit Application (application form is attached as Exhibit A) and all information necessary under this Agreement for Licensor to begin to examine the affected poles.
- b. If Licensee submits an incomplete Permit Application, Licensor shall, within ten (10) business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Licensor shall, within five (5) business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

ii. *Issuance of Permit.*

- a. Upon receipt of a complete Permit Application, Licensor will review the Permit Application within forty-five (45) days and either approve or deny a Facility by issuing a Notice of Small

Wireless Facility Permit Approval/Denial form for each Facility (the approval/denial form is attached as Exhibit B).

- b. During such forty-five (45) day period, Licensor will discuss any issues with Licensee, including any unusual engineering or design requirements associated with the Permit Application.
- c. If Licensor denies a Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied on the Approval/Denial form (Exhibit B).
- d. Each approved Permit shall have an initial term (“Permit Initial Term”) of five (5) years commencing upon date of issuance or approval and shall automatically renew for four (4) additional five (5) year periods thereafter (“Permit Renewal Terms”), unless earlier terminated by Licensor by giving notice of non-renewal prior to the end of the then current Permit Initial or Renewal Term.
- e. Licensee may terminate individual Permits at any time for any reason upon written notice to Licensor. Upon termination of a specific site or location, Licensee shall remove equipment within one hundred and twenty (120) days of termination. Licensee shall have no further obligations or liability with regard to the terminated site, including no obligation for payment of recurring annual fees pertaining to the specific site.

C. Application Requirements.

For each Facility, Licensee shall submit a Permit Application to Licensor that includes:

- i. Site specific structural analysis;
- ii. The location where each proposed Facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed Facility would be mounted or location where utility poles or structures would be installed;
- iii. Specifications and drawings for each proposed Facility covered by the application as it is proposed to be installed;

- iv. The equipment type and model numbers for the antennas and all other wireless equipment associated with the Facility; and
- v. The application fee due.

D. Application Fees.

The applicable fees for each Permit Application are as follows:

- i. Licensee shall pay an application fee of five hundred dollars (\$500.00) for a single Permit Application that includes up to five (5) Facilities, with an additional one-hundred dollars (\$100.00) for each Facility beyond five (5), that will be collocated on an existing utility pole or wireless support structure.
- ii. Licensee shall pay an application fee of one thousand dollars (\$1,000.00) for each Facility addressed in a Permit Application that will require the installation of a new Licensee Pole or new wireless support structure.
- iii. Notwithstanding any contrary provision of any applicable law or regulation, Permit Applications submitted under this Agreement must be accompanied by the required application fee(s).

IV. Removal, Relocation & Restoration

A. Aesthetic Considerations.

Licensee shall attempt – to the extent possible – to select and utilize equipment that when installed will minimize ascetic disruption on the poles and will be lesser conspicuous rather than more conspicuous. For instance, the exterior color of the equipment should – to the extent possible – match or closely match the color of the poles or be of less noticeable neutral colors such as grey, black or white rather than more noticeable primary colors such as red, blue or green. Also, the equipment should be – to the extent possible – of smaller sizes rather than larger sizes. Also, any wires should be – to the extent possible – concealed or tightly affixed rather than loosely strung. Any replacement poles or new poles should – to the extent possible – conform to the characteristics of existing nearby poles.

B. Potential Pole Replacement.

In the event Licensor, in its reasonable discretion deems it necessary to remove, relocate or replace a Licensor Pole due to public health and/or safety, Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or

relocate its Facility. In such event, Licensor shall provide one or more options to Licensee for the potential relocation of Licensee's Facility to one or more mutually agreeable locations. Licensee shall be solely responsible for all costs related to the relocation of its Facility to any alternative location. In the event that a suitable alternative location cannot be identified, Licensee may terminate the applicable Permit upon notice.

C. Removal at End of Term.

Licensee shall, upon expiration of the Permit Initial Term or Permit Renewal Term(s), or within one hundred and twenty (120) days after any earlier termination of a Permit, remove its pole(s), equipment, conduits, fixtures including any Licensee Pole(s), and all personal property, and restore the Premises to their preexisting condition with only reasonable wear and tear and/or casualty damage not caused by Licensee excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Master Initial Term or Master Renewal Term(s), whether or not said items are considered fixtures and attachments to real property under applicable laws and regulations.

V. Power & Temporary Power

A. Power.

At all times, Licensee shall and will be solely and directly responsible for all operation costs for its Facilities, including but not limited to all power/electrical costs. Licensee's Facilities must be connected to power/electrical sources by a duly-authorized provider of power/electricity, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed at locations that are approved by Licensor

B. Temporary Power Source.

Licensee shall be permitted at any time during the Master Initial Term or Master Renewal Term(s) to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances ("Temporary Power Source"), on or within the Premises or elsewhere within the rights-of-way, provided that such Temporary Power Source must be installed by a duly-authorized provider of such items, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed at locations that are approved by Licensor. Licensee shall be permitted to connect the Temporary Power Source to its

equipment on the Premises in areas and manner approved by Licensor.

VI. No Interference

Licensee's operation of the Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, nor with any Utilities or equipment owned or operated by any third-party(ies) upon any pole. Licensee shall install Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment, nor with any Utilities or equipment owned or operated by any third-party(is) upon any pole. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency, and those pertaining to any other Utilities or equipment owned or operated by any third-party(ies) on any pole. If a Facility causes disallowed interference, and Licensee has been given written notice of the interference by Licensor, by a public safety agency or by any impacted third-party(ies), Licensee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the Facility and later powering up the Facility for intermittent testing, if necessary. Licensor may terminate a Permit for a Facility based on disallowed interference if Licensee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675, or in a commercially reasonable manner for abatement and resolution with regard to the Utilities or equipment owned or operated by any adversely-impacted third-party(ies) on a pole.

VII. Condition of Premises

Where the Premises includes one or more Licensor-owned poles, Licensor covenants that it will keep the poles in good repair as required by all federal, state, county and local laws. If the Licensor fails to make such repairs including maintenance within ninety (90) days, of any notification to Licensor, the Licensee shall have the right to cease making any continued or future payments to Licensor with regard to the affected poles until affected poles are repaired to good repair. If Licensor fails to make repairs or necessary maintenance to affected poles, then Licensee may terminate specific Permit(s) and remove its Facilities.

VIII. Annual Recurring Fees

Over and above, and different from any Permit Application fees, an Annual Recurring Fee of two hundred and seventy dollars (\$270) shall and must be paid by

Licensee for each Facility installed within the rights-of-way and/or on a pole. Licensee shall and must pay the initial Annual Recurring Fee upon issuance of each Permit, and that initial Annual Recurring Fee shall and will be prorated by the percentage of the calendar year that still remains. With regard to each future year, Licensee shall and must pay each Annual Recurring Fee prior to December 31st of each year. The Licensor shall send to Licensee (at the address specified in Section XIX) an invoice for such amount at least sixty (60) days before such amount becomes due.

IX. Default

- A. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, as may be required beyond 30 days, if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended as provided in this paragraph.
- B. In the event of a default without cure by either Party with respect to a material provision of this Agreement, the non-defaulting Party may terminate the applicable Permit.
- C. The exclusive jurisdiction for any action regarding this Agreement or the obligations under it shall be the Yakima County Superior Court, State of Washington. This Agreement shall be exclusively interpreted and enforced according to the internal laws of the State of Washington (not including any conflict of law and/or choice of law provisions), except as expressly stated otherwise within any provision of this Agreement. This Agreement shall be deemed jointly-drafted, and any ambiguity or mistake shall not by operation of law be automatically construed or imposed against either Party for any reason. In the event of any action between the parties, including any appeals, the non-prevailing party or substantially-non-prevailing party shall and will be obligated to pay and reimburse the reasonable costs and attorneys' fees incurred by the prevailing party or substantially-prevailing party.

X. Damaged Poles and Facilities

If a Licensor Pole is damaged or downed for any reason, and as a result is not able to safely hold the Facilities, the Licensor will repair or replace Licensor's Pole within thirty (30) days of notice or knowledge of the damage. If Licensor becomes aware of

damage to a Licensor Pole that supports Licensee's Facilities, Licensor shall notify Licensee's Network Operations Center at (800) 510-6091 as soon as practicable. The parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a Licensor Pole that impacts Licensee's use of the Licensor Pole, Licensee may, with Licensor's prior approval, which shall not be unreasonably withheld, repair or replace the Licensor Pole with a like-kind Licensor Pole at Licensee's own expense, less the reasonable costs of labor and materials, including pole cost; provided however that all work to replace the pole must occur pursuant to specifications that are approved by a licensed structural or engineering professional and must conform to all applicable laws, regulations and standards that apply in the city with regard to such type of pole.. Licensee may reinstall its Facilities after a damaged Licensor Pole has been repaired or replaced. Licensee may temporarily use an alternative location reasonably acceptable to the Parties during repair or restoration of a Licensor Pole, provided that Licensee's temporary use of such alternate location does not interfere with or frustrate any Utilities or equipment owned or operated by any third-party(ies). Licensee acknowledges and agrees that Licensee, subject to Section XII, bears all costs for relocation or replacement of its Facilities and Licensee's Poles, and materials installed in the rights-of-way or on Licensor's Poles pursuant to this Agreement.

XI. Insurance

The Parties shall carry and maintain, at their own respective cost and expense, the following insurances: Commercial Workers' Compensation Insurance as required by law; Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of Two Million Dollars (\$2,000,000). Licensor may obtain such insurances via one or more risk pools, including, but not limited to, the Washington Cities Insurance Authority (WCIA).

XII. Indemnification

Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the indemnified Party, its employees, contractors or agents. The indemnified Party shall provide the

indemnifying Party with prompt, written notice of any received claim or demand that it believes triggers any obligation by the indemnifying Party.

XIII. Limitation of Liability

Neither Party shall be liable to the other for consequential, indirect, special or punitive damages, including, but not limited to, lost revenue, loss of equipment, interruption or loss of service, or loss of data.

XIV. Environmental Warranty

Licensor hereby represents and warrants to Licensee that Licensor has never generated, stored, handled or disposed of any hazardous waste or hazardous substances upon the Premises, and that Licensor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Licensor agrees to protect, indemnify and hold harmless Licensee from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Master Initial Term or any Master Renewal Term(s), except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Licensee.

XV. Assignment

Neither Party will have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of the other Party, except that Licensee may assign or transfer this Agreement: to an affiliate, subsidiary, Parent Corporation or a company that controls a majority of Licensee's assets, whether by acquisition or merger or transfer of FCC license to operate a wireless voice/data services. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, each Party's successors and permitted assigns.

XVI. Entire Agreement

This Agreement and each Permit constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related thereto not set forth therein. Both Parties acknowledge and agree that neither has relied on any estimates of the potential number of Facilities that may be licensed or potential rental amounts under this Agreement as an inducement to enter into this Agreement and that any such estimates shall not constitute a representation

or warranty. Any amendments to this Agreement must be in writing and executed by both Parties.

XVII. Force Majeure

The obligations hereunder of a Party will be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such Party, which for purposes of this Agreement will include acts of God, earthquakes, unavoidable accidents, laws, rules, regulations or orders of government authorities (including travel advisories, warnings or bans by a federal or international health agencies), acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, disease outbreaks, epidemics and quarantines, embargoes, or any other similar event or cause that could not reasonably be avoided by such Party, including by maintenance of reasonable disaster recovery measures.

XVIII. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits and building codes.

XIX. Notices

Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested to the recipient Party at the addresses below set forth: (a) notices of default; (b) notices intended to amend this Agreement; and (c) notices of termination. All other notices may also be delivered by electronic mail and will be deemed given upon personal electronic reply acknowledging receipt.

LICENSOR:

City of Selah, Washington
City Administrator
115 West Naches Avenue
Selah, Washington 98942

Copy to:

City of Selah, Washington
City Attorney

115 West Naches Avenue
Selah, Washington 98942

LICENSEE:

Yakima MSA Limited Partnership
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Copy to:

USCC Services, LLC
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Any Party hereto may, by giving five (5) days written notice to other in the manner herein stated, designate any other address in substitution of an address shown above to which notices shall be given.

XX. Severability

If any of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be enforceable to the maximum extent possible.

XXI. Electronic Signature

This Agreement may be executed using facsimile, scanned email or electronic signatures, and each facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

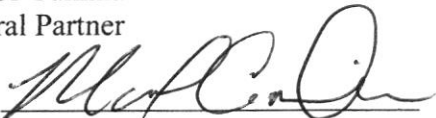
SIGNATURE PAGE TO
MASTER LICENSE AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

LICENSOR: City of Selah, Washington

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

Signature: _____

Signature: 

Name: _____

Name: Michael C. Dickover

Title: _____

Title: Category Manager

Date: _____

Date: JUNE 29, 2023