

2015-016



City of Seattle
Seattle City Light

2015-016
AUG 12 2014
Seattle City Light
Seattle, WA

08/11/14

Puget Sound Clean Air Agency
Attn: Adam Petrusky
1904 3rd Ave Suite 105
Seattle, WA 98101

Dear Adam,

Enclosed is a copy of the executed Master Pole Attachment Agreement (MPAA) for your records. This agreement is valid for a period of five (5) years unless either party terminates in writing as specified within.

Yearly rental fees are due within 30 days of receipt of invoice. Rental rates are not prorated. These fees do not include rates for electrical service or connection charges, if applicable.

Puget Sound Clean Air Agency has been assigned identification code "155". This code shall be placed on each attachment at each pole and shall be affixed to all wires, equipment boxes, risers, and hand holes. Size, visibility requirements and manufacturers can be found in SCL Construction Guideline D2-1.1.

Should your contact information change, please update your information with Rose Eldred: rose.eldred@seattle.gov or (206) 684-0564

Please contact us with any questions regarding pole attachment applications.

Sincerely,

A handwritten signature in blue ink that appears to read "Steve Crume".

Steve Crume
Joint Use Manager

Attachment: MPAA

Steve Crume, Manager
Joint Use Group
3613 4th Avenue S. # A219
Seattle, WA 98134

Tel (206) 615-1385
Fax (206) 615-0666
TDD (206) 684-3225
stephen.crume@seattle.gov

Master Pole Attachment Agreement

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Master Pole Attachment Agreement

This Agreement, dated as of 7/27/14, is made by and between the City of Seattle, a municipal corporation of the State of Washington, by and through Seattle City Light (hereinafter referred to as "City Light"), and Puget Sound Clean Air Agency, hereinafter referred to as "Company".

City Light and Company agree as follows:

SECTION 1. DEFINITIONS

The following words and phrases used in this Agreement shall have the following meanings:

- 1.1 "Attachment" or "Equipment" means anything attached to a Pole by the Company for use as part of the Company's system, including but not limited to fiber optic cable, coaxial cable, risers, cameras, and all related equipment.
- 1.2 "Co-lash" means placing an additional cable on another cable or messenger wire owned and operated by a different company, person, or entity.
- 1.3 "Make Ready Work" means Work that City Light requires be performed by City Light or its authorized agent, at the expense of the Company, as a condition of placing Attachments on a Pole, either before approval of the Attachment or as otherwise may be required by City Light in order to meet applicable electrical safety codes.
- 1.4 "Overlash" means placing an additional cable on another cable or messenger wire owned and operated by the same company, person, or entity.
- 1.5 "Pole" means any utility pole owned in whole or in part by the City of Seattle and under the jurisdiction or managed by Seattle City Light.
- 1.6 "Special Attachments" mean wireless attachments, including but not limited to small antennas, boxes, cameras, or wireless devices.
- 1.7 "Work" means all work that the Company is responsible for performing, as required by City Light in connection with this Agreement, including but not limited to the attachment, maintenance, repair, relocation and removal of Attachments and related Equipment.

SECTION 2. SCOPE

This Agreement governs all Attachments, now or hereafter made to any Pole, with or without City Light's consent. This Agreement does not apply to Special Attachments as defined herein and in the Seattle Municipal Code.

SECTION 3. ISSUANCE OF PERMIT

City Light agrees that Company may, subject to issuance of individual permits ("Permit") as herein set forth, make use of Poles for the purpose of maintaining Company's Attachments thereon.



SECTION 4. APPLICATION FOR ATTACHMENT

- 4.1 If Company desires to attach any Equipment to any Pole, Company shall adhere to City Light's current application process and procedures in effect at the time of application.
- 4.2 City Light will make a good faith effort to process Applications in an expeditious manner. Once an Application is approved, it will be returned to the Company as a Permit.
- 4.3 Permits for Attachment will be valid for 180 days after City Light approval. Company must notify City Light when installation of attachments has been completed. Company may request in writing or by electronic means for one (1) permit extension for a period of 90 days. Expiration of the Permit, including any extension(s) will require a re-submittal of the application.

SECTION 5. FEES

- 5.1 Company shall pay City Light fees for the attachment of Equipment to the Poles at the current annual rate ("Annual Rate") per SMC 21.49.065, as the same may be amended periodically.
- 5.2 Company's obligation to pay the Annual Rate for its Attachments shall commence on the effective date of the Permit, and shall be for the balance of the calendar year. New attachments will be billed periodically within the calendar year until included in subsequent annual bills. Annual Rates will not be prorated.
- 5.3 City Light shall invoice Company annually. Company shall pay each such invoice within thirty (30) days after Company's receipt thereof or shall be subject to interest pursuant to Section 7 herein.
- 5.4 Company shall submit to City Light an annual inventory of the number of Poles that Company has made Attachments to and the locations of such Poles. This inventory shall be effective beginning January 1 of each year and shall be submitted to City Light no later than February 1 of each year. Any Attachments not identified in such inventory shall be billed at five times the current Annual Rate. In the event that Company fails to submit an inventory, Company shall pay City Light, in addition to the Annual Rates, all costs associated with City Light having to perform an inventory of Company's Attachments to Poles.
- 5.5 In addition to the amounts described in section 5.1, Company will pay all applicable, and lawful, value-added, sales, use, excise and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Company's use of the Poles whether or not such amounts are required to be collected by City Light under applicable law. In addition, City Light will invoice and Company will pay all state, local and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon City Light with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, Company agrees to indemnify, defend and save harmless City Light from and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.

SECTION 6. REIMBURSEMENT

In addition to the annual payments made pursuant to Subsection 5.3 above, Company shall also reimburse City Light within thirty (30) days after receipt of invoice for all amounts due to, and costs incurred by, City Light at Company's expense under the terms of this Agreement.

SECTION 7. LATE CHARGES AND INTEREST

Company shall pay to City Light interest, compounded monthly, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid fees or other amounts due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by Company.

SECTION 8. TERM

- 8.1 This Agreement shall continue in effect for a period of five (5) years from the date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time upon one hundred eighty (180) days prior written notice. Termination pursuant to this section shall not relieve the Company of any obligations that are unsatisfied at the time of termination.
- 8.2 The Company has the right to remove its Attachments, at its sole expense, at any time on or before the expiration or termination of the Agreement. However, removing Attachments will not relinquish the Company's obligation to pay the entire Annual Rate, which Rate will not be prorated. Upon expiration or termination of the Agreement, Company shall promptly remove its Attachments and associated Equipment from the Poles and surrender all facilities. If Company fails to promptly remove the Attachments, City Light may, after ninety (90) days advance notice to Company of its intent to do so, remove and dispose of the Attachments at Company's expense. After such ninety (90) days have expired, City Light will consider the Company to have abandoned the Attachments, and as such City Light may use such Attachments for its own purposes.

SECTION 9. REQUIREMENTS FOR ATTACHMENT

- 9.1 Attachments made under this Agreement to Poles shall not disturb or conflict with the electrical infrastructure of City Light or the infrastructure of any co-owner of the Poles. Moving, rearranging, or adjusting of City Light's distribution system to provide space to accommodate Company's Attachments shall be done by City Light or its authorized agent at the expense of Company.
- 9.2 If space is not available for Company's Attachments, no Permit for such Attachment shall be issued. However, City Light shall provide Company non-discriminatory access to any Pole unless there is insufficient capacity or for reasons of safety or reliability.
- 9.3 Attachments are to be made only as approved by City Light, and shall be in accordance with requirements of the National Electrical Safety Code, the Washington Electrical

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Construction Code, the Washington Administrative Code, Washington statutes, , the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines as now in force and as revised or changed in the future. City Light Standards may be found on City's Light's website.

- 9.4 All messenger cables must have sufficient strength and capacity to carry the original cable and subsequent cables either through Overlash or Co-lash as permitted by Seattle Municipal Code. The total number of cables on each messenger shall not exceed the requirements set forth in Seattle Municipal Code or City Light Standards.
- 9.5 All Attachments and associated Equipment and on each Pole must be identified by a tag containing the assigned numerical code for the Company. Each tag must be prepared, comply with and be installed as per Seattle City Light Construction Guidelines.

SECTION 10. PERFORMANCE OF WORK

- 10.1 The Company is responsible for paying for all Work required by City Light in connection with this Agreement, including but not limited to all Make Ready Work and all Corrective Work.
- 10.2 Company shall perform the Work in a professional and skillful manner and comply with the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines. Company shall ensure that the Work and the Equipment are in all respects safe, meet applicable code specifications, free from all faults and defects in workmanship, material, and design, and in conformance with the requirements of this Agreement.
- 10.3 Company shall promptly and satisfactorily correct or replace any Work or Attachments found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of Section 9 and Section 10). If Company fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, within fourteen (14) days for priority violations or sixty (60) days for routine violations after notification by City Light to do so, City Light may perform such Work and make such corrections and replacements at Company's expense. The determination of what is a priority violation and what is a routine violation is at City Light's sole discretion. In the event City Light determines that the Company's performance of Work, or failure to perform Work after notification by City Light, has created an emergency or imminent hazard likely to cause immediate bodily harm or death, City Light will notify the Company by phone or electronic means that it must resolve the hazard immediately. In such event, Company shall resolve the hazard within twenty-four (24) hours, and the Company acknowledges that it bears the sole responsibility and liability for any hazards left unresolved.
- 10.4 Company shall, at all times, keep work areas in a neat, clean and safe condition, clear of rubbish, refuse and other debris. Upon completion of any portion of the Work, Company shall promptly remove all rubbish, refuse and other debris and all Equipment and surplus materials. If Company fails to do so, City Light may perform such work at Company's expense.

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SECTION 11. MAKE READY WORK

- 11.1 Make Ready Work includes the following work, which City Light requires be performed by City Light or its authorized agent, at the Company's sole cost and expense, prior to the Company performing its Work:
 - (a) Electrical work necessary to provide sufficient space and clearance on or between Poles, pursuant to applicable safety codes or construction guidelines; and
 - (b) Tree trimming and other work necessary to clear vegetation from high voltage distribution circuits, as required by Washington Administrative Codes (WAC).
- 11.2 Company is required to pay City Light for such costs before City Light performs its Make Ready Work. Nothing in this Agreement shall prohibit Company from proposing alternate routes to avoid Make Ready Work.
- 11.3 Company will not install wood cross arms to provide space for Attachments or Equipment. The approved City Light communication bracket as detailed in City Light Standards may be used to provide additional space for Attachments provided all required clearances are maintained. Company bears sole responsibility to ensure Poles are safe to climb and will support the additional load imposed by the added Attachment or Equipment. City Light is solely responsible for determining height standards of Poles and conditions that warrant replacement. All replacement Poles must meet the pole restrictions required by applicable Municipal Codes, City Light Construction Guidelines, and current engineering practices.
- 11.4 This Agreement does not apply to work that must be performed by other entities that may be attached to the Pole(s). Arrangements for that work shall be the responsibility of Company.

SECTION 12. GUYS AND ANCHORS

Company shall install its own guys and anchors necessary to support the additional strain imposed on any Pole by the Attachments. Use of City Light anchors is restricted to City Light and other co-owners of the Pole(s). Guy markers shall be installed and meet the visibility requirements as set forth in federal, state and local codes. If Company fails to install such guys or anchors within sixty (60) days of notice by City Light and City Light installs or replaces guys or anchors to support the strain imposed by the Attachment, Company shall reimburse City Light for the entire cost of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).

SECTION 13. MAINTENANCE

Company shall maintain all Attachments and related Equipment attached to any Pole in good and safe condition and state of repair.

SECTION 14. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

Changes in location of Company's Attachments as required by City Light due to the Pole(s) being relocated, replaced, or removed shall be made by Company at Company's own expense

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within thirty (30) days after receipt of notice by City Light. City Light shall use its best efforts to avoid any such relocation, replacement, or removal that may impact or interrupt Company's business. If Company fails or refuses to perform any Work required by this Agreement or to make any such changes in location of Attachments as required by City Light, City Light may, using its own employees or by contract, perform such Work and make such changes to location of Attachments at Company's expense.

SECTION 15. UNDERGROUNDING

- 15.1 If City Light plans to install its electrical distribution system underground in an area the Company serves, or has potential for serving, Company shall work with, and not interfere with, City Light in the planning, engineering, and underground installation of the attachments and related Equipment. Company must remove all Attachments from Pole(s) within thirty (30) days of notification.
- 15.2 For Underground Ordinance Areas, City Light and the Company agree that the conditions stated below shall prevail.
 - (a) Company understands that certain areas throughout City Light's service territory are designated as Underground Ordinance Areas. In these areas, City Light's distribution facilities are underground and there are no Poles to which the Company can attach Equipment. The remaining areas do have Poles that City Light is systematically removing as underground facilities are built.
 - (b) If Company has existing underground facilities in the Underground Ordinance Areas, the Company will place its Equipment in its underground facilities, whether or not City Light Poles exist in those areas. Where Company has no existing underground facilities, City Light agrees to allow the Company to follow normal procedures for attachment to the remaining Poles in the Underground Ordinance Areas until those Poles are replaced by underground facilities. If the Company wants to joint-trench with City Light at the time City Light performs its undergrounding work, costs shall be shared per City Light's standard cost sharing agreement in use at the time of the construction. City Light and Company agree that work shall be scheduled to minimize disruption to the surrounding neighborhood and any associated costs shall also be shared.
 - (c) For electrical service to underground or padmount power supplies or other Equipment requiring electrical power, Company shall contact City Light's Customer Service Representative for requirements and shall follow all safety rules and City Light requirements for connection.
 - (d) Should Company ignore or delay City Light's request for undergrounding of the Company's facilities, the Company hereby gives City Light permission to remove Company's Equipment from the Poles without further notice. Under these conditions, the Company will reimburse City Light for the cost of removal.
- 15.3 In addition to the above, the Company agrees to convert its overhead system to underground within thirty (30) days after the aforementioned underground facilities are built and ready for Company's occupancy.

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SECTION 16. RELEASE, INDEMNITY AND HOLD HARMLESS

- 16.1 Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents, including its contractors. Company shall ensure that each third party who performs work or services on its behalf (each a "Contractor") shall agree in writing for the benefit of the City that the Contractor, at its sole cost and expense, shall indemnify, protect, save and hold harmless the City, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of the Contractor or its agents, servants, employees and subcontractors, except to the extent such claims, actions, costs, damages, or expenses are the result of the sole negligence or willful misconduct of the City or its authorized agents or employees. Each Contractor's obligation to indemnify the City under this Section shall include an obligation to indemnify for losses resulting from death or injury to Contractor's employees, and that Contractor shall accordingly waive any and all immunities it now has or hereafter may have under any Industrial Insurance Act, or other workers' compensation, disability benefit, or other similar act which would otherwise be applicable in the case of such a claim against the City. The City may refuse entry on its Poles to any Contractor who has not provided such written indemnity.
- 16.2 City Light is willing to permit Attachments to the Poles for the fees described in Section 5 only in consideration of and in reliance upon such release, indemnity and hold harmless.

SECTION 17. WORKERS' COMPENSATION, INSURANCE AND BONDS

- 17.1 Company shall maintain continuously for the term of this Agreement, at its own expense, general liability insurance covering the activities and services of this Agreement (the term insurance shall also include self-insurance or any form of alternative risk financing). The minimum limit of liability shall be \$1,000,000 each occurrence. The insurer must have A.M. Best ratings of at least A- VII and be licensed to conduct business in the State of Washington unless procured as surplus lines under the provisions of chapter 48.15 RCW or otherwise approved by City Light. Self-insurance or alternative risk financing programs shall be approved on a case-by-case basis.
- 17.2 Such insurance shall:
 - (a) Include the City of Seattle, its agents and joint users as additional insureds for primary and non-contributory limits of liability. THE ADDITIONAL INSURED POLICY PROVISION MUST COVER GOVERNMENTAL PERMITTING PER THE ISO CG 20 12 ENDORSEMENT OR EQUIVALENT; "OWNERS, LESSORS OR CONTRACTORS" FORMS AND/OR LANGUAGE THAT LINK ADDITIONAL INSURED STATUS TO WRITTEN AGREEMENTS MUST NOT BE USED AS PERMITS ARE NOT WRITTEN AGREEMENTS.
 - (b) Include a waiver of subrogation in favor of the City of Seattle, its agents and joint users and all other indemnities.
 - (c) Not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days' notice with respect to cancellation for non-payment of premium, and

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- (d) Include a "cross liability", "severability of interests" or "separation of insureds" clause.
- 17.3 The Company shall ensure that any subcontractor of any tier performing any Work pertaining to the Permit shall be contractually obligated by the Company to assume the requirements of SECTIONS 16. and 17. herein.
- 17.4 The limits of liability specified above are minimum limits only; they shall not be construed to limit the liability either of the Company, any of its subcontractors of any tier or any of their respective insurers; where the City of Seattle is required to be an additional insured under general liability insurance coverage, it shall be an additional insured for the total limits of liability maintained by the Company or any of its subcontractors of any tier, whether such limits are primary, excess, contingent or otherwise.
- 17.5 Prior to commencement or performance of any the Work, the Company shall provide, or cause any of its authorized insurance representatives to provide, City Light with:
 - (a) A certificate of liability insurance with sufficient detail to document compliance with the requirements herein, and
 - (b) An actual copy of the designated or blanket additional insured general liability policy provisions documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability.
- 17.6 The insurer(s) issuing such insurance and the policy and endorsement language of each policy shall be subject to approval by City Light.
- 17.7 Valid and current insurance certification shall be maintained continuously on file, and shall be issued and delivered to City Light by mail at the address listed in Section 19 no later than January 1st of each year. In addition, the insurance certification, including any notice of cancellation/reinstatement, shall be delivered electronically to fax number (206)470-1270 or as an email attachment in Adobe PDF format to riskmanagement@seattle.gov.
- 17.8 The Company shall promptly advise City Light Energy Delivery Engineering, Joint Use of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of the Company's Attachments. Copies of all accident or other reports made to any insurer by the Company shall be furnished to City Light by mail at the address listed in Section 19.
- 17.9 The requirements of this Agreement as to insurance and acceptability to City Light of insurers and insurance to be maintained by Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by Company under this Agreement.
- 17.10 Company shall ensure that, with respect to all persons performing the Work, Company or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the applicable laws relating to workers compensation and employer's liability (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether

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such coverage or insurance is mandatory or merely elective under the law. Company shall furnish to City Light such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as City Light may request.

- 17.11 In addition, Company shall furnish to City Light, at such times and in such forms as City Light may in writing request, surety bonds with performance, payment and maintenance clauses payable to City Light.
- 17.12 The provisions of this SECTION 17 shall not apply to public entities.

SECTION 18. EASEMENTS AND OTHER PROPERTY RIGHTS

- 18.1 Company shall obtain and comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier obtain and comply with, all easements, rights-of-way, franchises, permits, licenses, and other property rights and interests necessary or required to perform the Work and operate the Equipment and the Company's system in accordance with this Agreement. Company shall furnish to City Light such evidence thereof (such as certified copies of easements, rights-of-way, franchises, permits, and licenses) as City Light may request.
- 18.2 This Agreement shall not be construed as requiring City Light to obtain any easement for the benefit of the Company.
- 18.3 Company shall secure from property owners, at its own expense, any easement necessary to cross private property in order to connect to Poles.

SECTION 19. NOTICES AND OTHER COMMUNICATIONS

- 19.1 Except as otherwise provided herein, any notice, request, approval, consent, instruction, direction or other communication given by either party to the other party pursuant to this Agreement shall be in writing and shall be delivered by personal delivery, by first class U.S. mail, by electronic mail, or fax to the parties at the following respective addresses:

To City Light:

Seattle City Light
Attn: Joint Use Manager
3613 4th Avenue South
SEATTLE WA 98134
STEPHEN.CRUME
@SEATTLE.GOV
206.615.1385

To: Company

Puget Sound Clean Air
Attn: Adam Petrusky
1904 3rd Ave Suite 105
SEATTLE WA 98101
City Light Remittance Address for Rate Payment:
Seattle City Light
PO Box 94648
Seattle, WA 98124-646

ADAMP@PSCLEANAIR.ORG
206.689.4081

If the Company's address is not listed above, notice shall be delivered to the address listed in the signature block below.

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- 19.2 Notwithstanding the foregoing, City Light requires the Company to deliver, by mail, personal delivery or electronic mail, a copy of any original Applications or other documents containing an original signature.
- 19.3 All notices will be deemed received: (a) upon actual receipt if delivered personally to the designee listed above or if electronically transmitted to the designee listed above; or (b) three (3) business days following first class mailing.
- 19.4 Either party at its discretion may from time to time designate a new address for notices and other communication.

SECTION 20. COMPLIANCE

- 20.1 In the performance of the Work and this Agreement, Company shall comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier comply with, all applicable:
 - (a) laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority;
 - (b) industry standards and codes; and
 - (c) City Light's construction guidelines, specifications, rules, and regulations which apply to Company's Work. (May be provided by City Light upon request).
- 20.2 Company shall furnish such documents as may be reasonably required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

SECTION 21. NONWAIVER

The failure of City Light to insist upon or enforce strict performance by Company of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

SECTION 22. DEFAULT

If the Company violates any material provision of this Agreement, and exceeds any reasonable cure period to correct the material default, notwithstanding other remedies provided for in this Agreement, City Light may terminate the Company's Permit and remove the Company's Attachments and Equipment from the Poles at the Company's sole expense.

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SECTION 23. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- 23.1 Company shall not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written notice to, and consent of, City Light. Upon notice of such assignment or transfer, City Light may provide written consent, which consent may be granted or withheld in City Light's sole discretion. City Light's consent to any assignment does not release the Company from liability or any obligation within this Agreement, whether before or after consent or assignment.
- 23.2 Company's failure to provide notice or obtain City Light's consent pursuant to this Section will be considered a material default pursuant to Section 22 herein. In such event, City Light may terminate Company's Permit, and remove Company's Attachments, or City Light may terminate Company's Permit and require the successor company to enter into a new Agreement with City Light.

SECTION 24. SURVIVAL

The obligations imposed on Company under all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 25. ENTIRE AGREEMENT

- 25.1 The entire Agreement shall consist of the general terms and conditions contained in this Agreement and all the Appendices issued concurrent with or subsequent to the execution of this Agreement and any amendments to this Agreement.
- 25.2 The rights and obligations of the parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the parties, and nullifies and supersedes any and all prior Master Pole Attachment Agreements, with respect to the attachment of Equipment to the Poles.
- 25.3 This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both parties.
- 25.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

SECTION 26. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Master Pole Attachment Agreement

Company

Date Signed: 7/8/14

Print Name: Craig Kenworthy

Address: 1904 3RD AVE, SUITE 105
SEATTLE, WA 98101

Signature: Craig Kenworthy

Title: Executive Director

City Light

Date Signed: AUG 04 2014

Print Name: Tuan Tran

Address: 3613 4TH Ave S

Signature: Tuan Tran

Seattle, WA 98134

Title: Engineering Director