

**Sprint Communications Company L.P.**

**RIGHT-OF-WAY FRANCHISE  
FOR  
WIRELINE TELECOMMUNICATIONS**

**Franchise No. 19370**

**King County, Washington**

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## RECITALS

WHEREAS, Pursuant to, Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010 and Chapter 6.27 of the King County Code ("KCC" or "County Code"), King County, a charter county and political subdivision of the State of Washington (the "County"), is authorized to grant franchises for use of County Road Rights-of-Way ("County ROW"); and

WHEREAS, King County grants franchises to public and private utility companies that authorize the utility companies to use County ROW to provide utility service throughout King County. Franchises grant a valuable property right to utility companies to use the County ROW, which allows the utility companies to profit and benefit from the use of the County ROW in a manner not generally available to the public; and

WHEREAS, in 1989, U.S. Sprint Communications Company Limited Partnership was granted King County Franchise No. 7546, a twenty-five year franchise by King County for the right to place Sprint's transmission and service lines, facilities and appurtenances within the County ROW, the term of which expired on May 22, 2014; and

WHEREAS, pursuant to that certain Amended and Restated Certificate of Limited Partnership dated April 10, 2018, U.S. Sprint Communications Company Limited Partnership changed its name to Sprint Communications Company L.P.

WHEREAS, on June 8, 2015, Sprint Communications Company L.P. ("Sprint") applied to renew its right-of-way ("ROW") franchise for the right to place its Wireline Telecommunications Facilities (defined below) in the County ROW, within the same franchise area delineated by Franchise #7546 and, at the direction of the County, updated its application on November 9, 2017; and

**WHEREAS, as of April 1, 2020 Sprint Corporation is a wholly owned subsidiary of T-Mobile USA, Inc.; and**

WHEREAS, the King County Council held a public hearing as required by law on December 14, 2021, to solicit comments from the public and to consider whether to grant the requested franchise renewal to Sprint.

## APPLICATION AND HEARING

The application of Sprint for a franchise to set, erect, lay, construct, extend, support, attach, connect, operate, maintain, repair, relocate, remove, replace, and use its transmission distribution, and service lines, protective relay systems and appurtenances ("Wireline Telecommunications Facilities") in, upon, over, along, across, through and under the County

ROW located within the franchise area described in the attached Exhibit "A" ("Franchise Area Legal Description") and mapped in the attached Exhibit "B" ("Franchise Area Maps") was heard on the 21<sup>st</sup> day of December, 2021.

Legal notice of the franchise application and of the hearing has been given as is required by law.

## GRANT OF FRANCHISE

Pursuant to, Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010 and KCC 6.27, King County, a charter county and municipal corporation, has considered the application, the interests proposed and advanced, and the public comment. The King County Council has found that it is in the public interest to grant this franchise, and has ordered that a non-exclusive right-of-way franchise for placement of Wireline Telecommunications Facilities be granted to Sprint Communications Company L.P.

This Franchise grants Sprint the right, privilege, and authority to use certain County ROW to set, erect, lay, construct, extend, support, attach, connect, operate, maintain, repair, relocate, remove, replace, and use its Wireline Telecommunications Facilities in, upon, over, along, across, through and under the County ROW located within the Franchise Area described in Exhibits A and B.

This Franchise is a valuable property right, but does not transfer, convey, or vest an easement or title in or to any County ROW or portions thereof, in or to the Franchisee. This Franchise is granted subject to all of the terms and conditions contained herein.

## TERMS AND CONDITIONS

### Section 1. Definitions

References to any County official or office also refer to any office that succeeds any or all of the responsibilities of the named office or official. References to "Laws" or "Applicable Laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the term of this Franchise. In addition, the following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this section when capitalized in the text. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Annual Rights-of-Way Work Plan. The term "Annual Rights-of-Way Work Plan" shall mean a hazard remediation plan, including a schedule of work for the coming year to accomplish the

Roadside Management Plan.

Annual Rights-of-Way Work Report. The term “Annual Rights-of-Way Work Report” shall mean an annual year-end report of progress on the hazard remediation program carried out during the previous year under the Roadside Management Plan and Annual Rights-of-Way Work Plan.

Colocation or Colocator. The term “Colocation” means the placement and arrangement of other users’ lines, facilities, and equipment on Franchisee Facilities. The term “Colocator” shall mean a third-party Utility or other authorized user to attach or occupy Franchisee’s Facilities pursuant to Section 22 of this Franchise.

Construct or Construction. The term “Construct” or “Construction” shall mean to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, remove, support, maintain, or repair Franchisee Facilities and may include, but is not limited to, digging or excavating for the above purposes.

County. The term “County” refers to King County, a charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

County Council. The term “County Council” or “King County Council” shall mean the metropolitan county council of King County, a home rule charter county, in accordance with the Constitution of the State of Washington and the King County Charter.

County Parties. The term “County Parties” shall mean the County, its elected and appointed officials, employees, agents and contractors.

County Risk Manager. The term “County Risk Manager” shall mean the director of the County’s Office of Risk Management Services.

County Road Engineer. The term “County Road Engineer” shall mean the county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and RCW 36.80.010.

County Road Right of Way. The term “County ROW” includes any maintained or unmaintained County road, street, avenue, or alley located within unincorporated King County. It does not include recreational or nature trails, except where the trails intersect with or are within roads, streets, avenues, or alleys. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through or under the ROW.

Default. The term “Default” shall mean a failure, omission, or neglect to perform, satisfy, or discharge, or to breach any term, condition, representation, warranty, or other obligation under the Franchise.

Director. The term “Director” refers to: 1) the Director of the King County Department of Local Services or his or her designee, or 2) the Director of the Department of Executive Services or his or her designee, or 3) the Director and Chief Information Officer of the Department of Information

Technology or his or her designee, depending on the context.

Effective Date. The term “Effective Date” shall mean the date this Franchise is fully executed by the Parties, upon which the rights, duties, and obligations shall come into effect.

Environmental Law. The term “Environmental Law” or “Environmental Laws” shall mean any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or instruction pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et. seq. (“CERCLA”); the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et. seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et. seq.; the Washington Water Pollution Control Act, RCW 90.48, and any laws concerning above ground or underground storage tanks.

Facilities. The term “Facilities” or “Franchisee Facilities” shall mean Franchisee's facilities, including all plant, equipment, fixtures, appurtenances, antennas and other facilities in the County ROW necessary to furnish and deliver Wireline Telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, ducts, cables, communication and signal lines and equipment, braces, guys, anchors, vaults and all attachments and appurtenances necessary or incidental to the transmission, distribution and use of Wireline Telecommunications services.

Found Hazardous Material(s). The term “Found Hazardous Material(s)” shall mean Hazardous Material that exists within the County ROW or other property, whether public or private, the presence of which was not, in whole or part, caused by the act or omission of Franchisee or a Franchisee Party during or prior to the term of this Franchise.

Franchise. The term “Franchise” shall mean this agreement and any amendments or exhibits to this agreement.

Franchise Area. The term “Franchise Area” shall mean that portion of the County ROW wherein the Franchisee has or may locate Franchisee Facilities, all as identified and described in Exhibits A and B.

Franchisee. The term “Franchisee” refers to Sprint Communications Company L.P. and its successors and those assignees approved pursuant to Section 21.

Franchisee Parties. The term “Franchisee Parties” shall mean Franchisee, its directors, officers, agents, employees, contractors, sub-contractors and any Colocators occupying its Facilities. Franchisee Parties shall also include all assignees, licensees, directors, officers, agents, employees and contractors of any such Colocators, assignees, licensees and invitees.

Gross Revenues. The term “Gross Revenues” shall mean all revenue derived by Franchisee from a Colocator’s use of Franchisee’s Facilities or any component thereof. Gross Revenues shall

include the value of any consideration received by Franchisee in exchange for the use of its Facilities. Gross Revenues shall also include late fees, administrative fees or any other monetary amount collected from a Colocator arising out of use of Franchisee Facilities.

Hazardous Material(s). The term “Hazardous Material(s)” shall mean any waste, pollutant, contaminant, deleterious substance or other material that now or in the future becomes regulated, controlled, or defined under any Environmental Law.

Maintenance or Maintain. The term “Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining, and replacing the Facilities or any part thereof as required and necessary for safe Operations and related activities, as performed by or on behalf of the Franchisee, unless otherwise provided herein.

Operate or Operations. The term “Operate or “Operations” shall mean the use of Franchisee's Facilities for delivery of Wireline Telecommunications services to Franchisee’s customers or the use by Colocators of Franchisee Facilities pursuant to Section 22.

Party or Parties. The terms “Party” or “Parties” shall mean the County and the Franchisee individually or collectively as the context in this Franchise provides.

Utility. The term “Utility” shall include all persons or public or private organizations of any kind that are subject to the provisions of Chapters 6.27, 6.27A, and 14.45 of the King County Code with regard to use of County ROW.

Wireline Telecommunications. The term “Wireline Telecommunications” shall mean the transmission of writing, signs, signals, pictures and sounds of all kinds by aid of wire, cable, including fiber-optic cable or other like connection between the points of origin and reception of such transmission, including all instrumentalities, facilities, apparatus and services (among other things, the receipt, forwarding and delivery of communications) incidental to such transmission, without change in the form or content of the information or content of the information sent and received. The term shall not include stand-alone minor communications facilities as described in KCC 21A.27, stand alone "wireless telecommunications facilit[ies]" and "wireless minor communications facilities" as described in KCC Chapter 14.45, cable service (as such term is defined in 47 U.S.C. § 522) or open video system (as such term is defined in 47 U.S.C. § 573).

## Section 2. Non-Exclusive Franchise

2.1 The Franchise is granted to the Franchisee upon the express condition and understanding that it shall be a non-exclusive franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any of the County ROW, in whole or in part. The County expressly retains its power to make or perform any and all modifications or relocations



reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, or improvement, repair, maintenance or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Any work related to any of Franchisee's Facilities, occurring in any County ROW covered by this Franchise, shall be performed in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the use of adjacent property, whether such property is public or private.

2.3 Franchisee accepts the County ROW in an "as is with all faults" basis with any and all patent and latent defects and is not relying on any representation or warranties, express or implied, of any kind whatsoever from King County as to any matters concerning the County ROW, including, but not limited to the physical condition of the County ROW; zoning status; presence and location of existing facilities; operating history; compliance of the County ROW with Environmental Laws or other Laws and other requirements applicable to the County ROW; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over, or in proximity to the County ROW; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on, over or under the County ROW; the condition of title to the County ROW, and the leases, easements, franchises, orders, licensees, or other agreements, affecting the County ROW (collectively, the "Condition of the County ROW").

Franchisee represents and warrants to King County that neither the Franchisee nor Franchisee Parties have relied and will not rely on, and King County is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Condition of the County ROW or relating thereto made or furnished by King County, or any agent representing or purporting to represent King County, to whomever made or given, directly or indirectly, orally or in writing. King County hereby disclaims any representation or warranty, whether expressed or implied, as to the design or condition of the County ROW, its merchantability or fitness for any particular purpose, the quality of the material or workmanship of County ROW, or the conformity of any part of the County ROW to its intended uses. King County shall not be responsible to Franchisee or any Franchisee Party for any damages to any of them relating to the design, condition, quality safety, merchantability, or fitness for any particular purpose of any part of the County ROW, or the conformity of any such property to its intended uses. Franchisee shall notify its contractors and subcontractors of King County's disclaimer.

### Section 3. Term; Early Termination

3.1 The initial term of this Franchise, and all privileges, obligations and restrictions pertaining thereto, shall be for a period of ten (10) years (the "Initial Term") from the Effective Date, unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise.

3.2 The Director and Chief Information Officer of the Department of Information Technology on behalf of the County may extend the term of this Franchise for an additional period of up to fifteen (15) years, if so requested by Franchisee in accordance with this Section 3 and conditioned

upon Franchisee having maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The authority to grant such an extension does not include the authority to otherwise amend the terms and conditions of the Franchise. The request by Franchisee must be in writing and made to the County, not more than two (2) years nor less than one hundred eighty (180) days prior to the expiration of the Initial Term. Unless Franchisee receives written notice from the County within ninety (90) days of the County's receipt of Franchisee's request to extend the Initial Term indicating that the County has chosen to extend the term of this Franchise (and the length of the extension), then the Initial Term shall not be extended under this Section.

3.3 If the Initial Term is not extended, and Franchisee wishes to continue to operate within the County ROW, Franchisee shall promptly file an application with the County for amendment or renewal of this Franchise in accordance with KCC 6.27.054. Upon receipt of such application, the County and Franchisee shall commence good faith negotiations on the terms and conditions of a franchise amendment or renewal.

3.4 If the Parties are unable to reach agreement to amend or renew this Franchise prior to expiration of the Initial Term, then this Franchise shall terminate at the end of the Initial Term and Sprint shall be considered an unfranchised utility consistent with KCC 14.44. If Sprint continues to use County ROW within the Franchise Area for Facilities after the expiration or termination of the Franchise, Sprint's continued use shall be subject to the terms and conditions of the expired Franchise and at the will of the County. Said use shall not constitute a renewal or extension of the Franchise and shall be subject to termination.

#### Section 4. Right-of-Way Construction Permit Required

4.1 Franchisee shall not commence or direct the commencement of any Construction or Maintenance work within a County ROW until a ROW construction permit authorizing such work has been issued by the County pursuant to KCC 14.44. Applications for ROW construction permits shall be presented to King County Real Estate Services Section along with such detailed design and construction plans and documents, studies, and reports as are required by the Real Estate Services Section.

4.2 Any and all work performed by or on behalf of Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to the County Comprehensive Plan; the standards of good practice in the King County Regulations for Accommodation of Public Utilities on County ROW, the King County Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any ROW construction permit and/or other permits and/or approvals required under the King County Code. All Franchisee's Facilities and all Construction or Maintenance work shall be the responsibility of Franchisee. All permits for Construction or Maintenance in the County ROW shall be applied for and given in the name of Franchisee, who shall be responsible for all work done under the permit, regardless of who performs the work.

## Section 5. Emergency Work

5.1. If any of Franchisee's Facilities break or become damaged or become nonoperational such that an immediate danger to property, life, health, or safety is presented, or should any site upon which the Franchisee or a Franchisee Party is engaged in Construction or Maintenance activities pursuant to this Franchise for any reason be in such a condition that an immediate danger to property, life, health, or safety is presented, the Franchisee shall immediately take such measures as are reasonably necessary to repair the Franchisee Facilities at issue and shall remedy the dangerous conditions on the site at issue so as to protect property, life, health, or safety. In the event of an emergency described above, the Franchisee may take corrective action immediately, without first applying for or obtaining any permits or other authorizations that might otherwise have been required by this Franchise. However, the emergency provisions contained in this Section 5 shall not relieve Franchisee from its obligation to notify the County and to obtain a ROW construction permit or any other permits necessary for the corrective actions. In the event of any emergency described in this Section 5, the Franchisee shall immediately notify the County of the emergency via email or phone call to the Road Services Division and Real Estate Services. Emergency contact should be directed to [KCUJU@kingcounty.gov](mailto:KCUJU@kingcounty.gov) (or 206-477-2611) with a copy to [Res.permits@kingcounty.gov](mailto:Res.permits@kingcounty.gov) (or 206-477-9350). Permit applications must be submitted as soon as reasonably feasible, but not later than the next working day after the Franchisee discovers the emergency.

5.2 If the County discovers a situation that constitutes an emergency involving Franchisee Facilities within the County ROW that poses an immediate danger to property, life, health or safety, the County will first make a good faith effort, taking into account the exigency of the circumstances, to contact the Franchisee to remedy the emergency. If the County is unable to contact the Franchisee or the Franchisee is unable to remedy the emergency in a timely manner, the County may take corrective action, and the Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to Franchisee's proportionate share of the costs of County personnel assigned to review construction plans or to oversee or engage in any work in the County ROW as a result of the emergency and the presence of Franchisee's Facilities in the County ROW.

## Section 6. Compliance with Applicable Laws; Performance Standards

6.1 The Franchisee shall at all times comply with all federal, state, and local laws, rules, regulations, and utility standards including, but not limited to, the County's comprehensive plan, zoning code, and other development regulations ("Applicable Laws"), that are applicable to any and all work or other activities performed by Franchisee pursuant to or under authority of this Franchise.

6.2 During any period of Construction or Maintenance work related to any of Franchisee's Facilities occurring in the County ROW, Franchisee shall ensure that such work does not unreasonably impede: (i) public use of the county road and/or County ROW for vehicular and pedestrian transportation; (ii) the construction or maintenance activities by other authorized users of the County ROW, or access to or use of their facilities; (iii) the operation, maintenance, or

improvement of any County ROW by the County, or other public property impacted by Franchisee's work; or (iv) the use of the site at issue for other governmental purposes.

6.3 During any periods of Construction or Maintenance, Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by County Code or the laws of the State of Washington, including, but not limited to RCW 39.04.180 for the construction of trench safety systems.

6.4 Before Franchisee commences any work under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys, Franchisee shall reference all such monuments and markers using a method or methods approved by the County Road Engineer, and a complete set of reference notes for monument and other markers shall be filed with the County prior to the commencement of work. Reference points shall be so located that they will not be disturbed during Franchisee's work. The cost and replacement of all such monuments or markers disturbed during construction shall be the responsibility of Franchisee in accordance with RCW 58.09.130 and WAC 332-120.

6.5 If the Franchisee plans to make excavations in any area covered by this Franchise, the Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County and/or any other authorized users of said County ROW to participate in such excavation, and shall coordinate the location and installation of its Franchisee Facilities with the County or such other authorized entities, PROVIDED THAT, Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with the Franchisee:

- (i) Such joint excavation would unreasonably delay the performance of Franchisee's work; or
- (ii) Despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or
- (iii) Valid safety reasons exist for denying a request for such joint excavation or the proposed facilities of the third party are in conflict with the best practices employed by the Franchisee; or
- (iv) The excavation is for the purpose of an emergency action to protect property, life, health, or safety consistent with Section 5 of this Franchise.

6.6 The Franchisee shall maintain all Franchisee Facilities in a good state of repair.

6.7 The Franchisee shall take necessary steps to maintain a reasonably clear area around all objects permitted and installed above ground within County ROW. A minimum of five (5) feet of clearance will be maintained around each such object so as to provide clear visibility for County operations and maintenance. If the Utility intends to use chemical sprays to control or kill weeds and brush in scenic areas, prior written approval must be obtained from the County Road Engineer at least annually. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

## Section 7. Restoration of County ROW

Promptly after completing any work within any County ROW, including, but not limited to any excavation, installation, construction, relocation, maintenance, repair, or removal of any Franchisee Facilities, Franchisee shall, at Franchisee's sole cost and expense, restore the surface of the site and any adjacent areas directly affected by Franchisee's work to as good or better condition as the property was in immediately prior to the commencement of Franchisee's work. Franchisee shall also comply with any and all restoration conditions contained in applicable permits or approvals. The County Road Engineer shall have final authority to determine in each instance of restoration, whether adequate restoration has been performed.

## Section 8. Maps and Records

8.1 The Franchisee shall maintain adequate records to document activities performed under this Franchise. The County shall have the right to reasonable review of the Franchisee's records regarding the subject matter of this Franchise for six (6) years from the expiration or earlier termination of this Franchise. In addition to the maps and records of the Franchisee Facility locations under Section 8.2, the Franchisee shall provide the County, upon the County's request, with copies of records of construction, maintenance, operation, inspections, or regulatory compliance for all Franchisee Facilities subject to this Franchise as may be deemed useful by the County.

8.2 The Franchisee agrees that it shall, promptly upon substantial completion of any Construction or Maintenance project involving the County ROW that in any way altered the location of Franchisee's Facilities, complete and maintain available for inspection, a copy of all as-built plans, maps, GPS charts, and records depicting the final locations and conditions of the Franchisee Facilities ("As-Built Plans"). Additionally, the County may, at any time, deliver a written request to the Franchisee for copies of all As-Built Plans. In such event, Franchisee shall provide the County with copies of the requested As-Built Plans within a reasonable time after receiving the County's request for same, at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update Franchisee's records to show any and all corrections made to Franchisee Facilities not shown or shown inaccurately. With respect to any excavations within the County ROW undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either party of its respective obligations arising under RCW 19.122 with respect to determining the location of Utility facilities.

8.3 If the Franchisee considers any portion of its records provided to the County to be protected from disclosure under Law, Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW 42.56, to inspect or copy the information so identified by Franchisee and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Franchisee in writing (a) of the request and (b) of the date that such information will be released to the requester unless the Franchisee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. The County

shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If the Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Franchisee to claim any exemption from disclosure under the Act. The County shall not be liable to the Franchisee for releasing records not clearly identified by the Franchisee as confidential or proprietary. The County shall not be liable to Franchisee for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## Section 9. Relocation of Franchisee Facilities

9.1 Installation, maintenance, repair, adjustment, removal, and relocation of Franchisee's Facilities are the sole responsibility of Franchisee. The Franchisee shall promptly, pursuant to the terms of this Section 9 and at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from any County ROW any of the Franchisee Facilities when notified by the County that such action is reasonably necessary for County purposes including, but not limited to: (i) traffic conditions, (ii) public safety, (iii) dedications of new rights-of-way and the construction and/or improvement thereof by the County, (iv) widening and/or improvement of existing rights-of-way, (v) County ROW vacations, (vi) change or establishment of road grade, or (vii) the construction of any other County improvement or structure; PROVIDED that the Franchisee shall generally have the privilege to temporarily bypass, in the authorized portion of the same County ROW, upon approval by the County Road Engineer, any Franchisee Facilities required to be temporarily disconnected or removed.

9.2 Upon request of the County and in order to facilitate any County improvements to the County ROW, Franchisee shall locate and, if reasonably deemed necessary by the County, excavate and expose, at its sole cost and expense, portions of the Franchisee Facilities for inspection so that the location of the facilities may be taken into account in the improvement design; PROVIDED, that Franchisee shall not be required to excavate and expose Franchisee's Facilities for inspection unless the Franchisee's record plans and record drawings are reasonably determined by the County Road Engineer to be inadequate for the County's planning purposes. A decision to require relocation of any Franchisee Facilities in order to accommodate County improvements shall be made by the County Road Engineer upon review of the location and construction of the Franchisee Facilities.

9.3 Franchisee shall, upon reasonable prior written request of any person or entity holding a permit issued by the County to move any structure, temporarily move its facilities to allow the moving of such structure; PROVIDED, (i) Franchisee is granted a permit by the County for such work if a permit is needed; and (ii) Franchisee is given not less than ten (10) business days' notice to arrange for such temporary relocation. At its option, the Franchisee may require the permit holder to pay all costs to move Franchisee's Facilities and Franchisee may require such payment in advance of such temporary move.

9.4 Any condition or requirement imposed by the County upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in

conjunction with approvals for permits for zoning, land use, construction or development) which reasonably necessitates the relocation of any Franchisee Facilities shall constitute a required relocation for purposes of Sections 9.1 and 9.2 above; PROVIDED, that Franchisee may assess on such person or entity, other than the County, the costs of relocation as a condition of such relocation pursuant to Section 9.

9.5 If the County determines that a County improvement necessitates relocation of Franchisee's Facilities in the County ROW:

(i) The County shall provide the Franchisee reasonable written notice consistent with Section 9.5(ii) of this Franchise prior to the commencement of the construction phase of the County project at issue; PROVIDED, that under the following circumstances the County need only provide the Franchisee with written notice as soon as may be reasonably practicable: (a) in the event of an emergency posing a threat to public safety, health, or welfare; (b) in the event of an emergency beyond the control of the County and which will result in adverse financial consequences to the County; or (c) where the need to relocate the Franchisee Facilities could not reasonably have been anticipated by the County.

(ii) The County shall provide the Franchisee with copies of pertinent portions of the plans and specifications for the County project as well as any proposed new location for the Franchisee Facilities at least ninety (90) days prior to the commencement of the construction phase of the County project to enable Franchisee to promptly relocate such Franchisee Facilities.

(iii) After receipt of such notice and such plans and specifications, the Franchisee shall complete relocation of its facilities within the County ROW at least ten (10) days prior to commencement of the construction phase of the County project at no charge, cost or expense to the County. In the event of an emergency, the Franchisee shall relocate the Franchisee Facilities at issue within a time period reasonably specified by the County Road Engineer.

(iv) If Franchisee determines that relocation cannot reasonably be completed within the time period provided by the County, Franchisee shall propose a revised schedule to the County for completion of such relocation work. If the County and the Franchisee agree upon a schedule to relocate Franchisee's Facilities, the Franchisee shall complete the relocation of Franchisee Facilities in accordance with the agreed upon schedule. If the County and Franchisee are unable to agree upon a relocation schedule, Franchisee shall relocate Franchisee Facilities according to a schedule reasonably established by the County.

(v) Franchisee shall also be responsible for ensuring that all Colocator facilities are relocated contemporaneously with Franchisee's Facilities. If relocation of Franchisee's Facilities, including Colocator facilities is not completed in a timely fashion pursuant to this Section 9.5, Franchisee shall bear any and all relocation and delay costs incurred by the County, except for the duration of a Force Majeure event. Force Majeure shall mean landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, civil

disturbances, acts of terrorism, or other similar events which are not reasonably within the control of the Parties.

9.6 The provisions of this Section 9 shall in no manner preclude or restrict the Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of any Franchisee Facility by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County owned, operated or maintained facilities.

#### Section 10. Roadside Management Program

The Franchisee represents that as of the Effective Date, all of its Facilities are located underground and do not pose a hazard to the travelling public.

In the event Franchisee installs or acquires above-ground facilities that pose a risk to the public or are not in compliance with the Road Standards, Franchisee shall carry out a program acceptable to the County for Franchisee to remove or relocate at its cost such Facilities and bring facilities into compliance with current Road Standards. After the roadside management program is submitted and approved, then Franchisee shall schedule and carry out the program in cooperation with the County. Franchisee shall submit an Annual Rights-of-Way Work Plan identifying specific remediation projects to be accomplished during that year and an Annual Rights-of-Way Work Report, showing the progress of remediation projects accomplished during the preceding year. The Annual Rights-of-Way Work Plan and the Annual Rights-of-Way Work Report shall both be due to the County by January 31<sup>st</sup> of every year of this Franchise, until such time that all roadside obstacles identified in the plan have been remediated in accordance with the Road Standards.

#### Section 11. Hazardous Materials

11.1 The County understands and agrees that the activities authorized by this Franchise may involve the use by Franchisee Parties of certain Hazardous Materials. The Franchisee Parties may use such Hazardous Materials within the County ROW as are reasonably necessary for the Franchisee's activities authorized by this Franchise and which are customary for the industry in which the Franchisee is engaged; PROVIDED, however, that the use of any such Hazardous Materials within the County ROW shall at all times be undertaken in strict compliance with all Environmental Laws.

11.2 The Franchisee agrees that no Franchisee Party will cause or permit, in any manner through act or omission, the release, leak, deposit, seepage, spill, or escape of any Hazardous Material (collectively or individually a "Release") in any County ROW or in, on, under, or through other property, whether public or private. Any Release of any Hazardous Material caused or permitted by a Franchisee Party, in any manner, through act or omission, during the Initial Term or any extension of this Franchise or Franchise No. 7546, during the time period in which the Franchisee operated in the County ROW after expiration of the term of Franchise No. 7546, or during any holdover period beyond the expiration or any termination of this Franchise shall also be a Release under Section 11.



11.3 Should a Release occur, the Franchisee shall immediately provide written notice of the Release to the County and email notice to the Road Services Division ([KCUIU@kingcounty.gov](mailto:KCUIU@kingcounty.gov)) with a copy to the Cable Office ([CableOffice@kingcounty.gov](mailto:CableOffice@kingcounty.gov)), to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

11.4 Should any Franchisee Party cause or permit a Release as described in Subsection 11.2 above, the County may thereafter choose to terminate this Franchise, by giving Franchisee written notice of termination within ninety (90) days after the date on which the Release was first reported to the County by the Franchisee as required in Subsection 11.3 above.

11.5 The County shall not be liable to Franchisee or Franchisee Parties for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with the presence of Hazardous Materials released under Franchisee's exercise of this Franchise and Franchisee hereby releases the County from any such claims. Franchisee shall be responsible, at its sole cost and expense, for promptly remediating any and all Hazardous Materials Released by any Franchisee Party within County ROW, including Releases that migrate from County ROW to property outside County ROW. Such Releases shall be remediated to the applicable cleanup standards under Environmental Laws that will allow for unrestricted use of the County ROW or adjacent property with no environmental covenant or other deed restriction required to be recorded. The County shall review and approve of any remediation plan prior to implementation, however, Franchisee shall be entitled to respond immediately to an emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from migrating, leaching, or otherwise spreading, and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Notwithstanding the Franchisee's obligation to completely remediate same, in the event of any Release by a Franchisee Party, the County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to contain, investigate, or otherwise remediate the Release at issue. If Franchisee conducts actions without the County's prior approval, Franchisee shall provide the County, upon request, documentation or other information concerning Franchisee's work. Franchisee shall cooperate in any environmental investigations conducted by or at the direction of County or any state, federal, or local agency with jurisdiction where there is evidence of contamination in the County ROW or property outside the County ROW coincident with Franchisee's exercise under this Franchise, or where County is directed to conduct such investigation by an agency or agencies having jurisdiction. Franchisee shall, at its sole cost and expense, timely prepare and submit to the Department of Ecology an independent remedial action report under MTCA, if applicable, and any other reports or communications to government entities required by Environmental Laws, and Franchisee shall provide the County with a copy of the report and with copies of all other written communications to or from government entities concerning Franchisee's work under this Subsection 11.5. The County shall be entitled to repayment from the Franchisee of any and all costs and expenses incurred by the County under this Subsection. Franchisee shall additionally be responsible for implementing any additional remedial measures for the County ROW or property outside the County ROW that the County may require, and all measures required by regulatory authorities pursuant to Environmental Laws.

11.6 Franchisee hereby releases the County and each County Party from, and shall indemnify, defend (at the County's option and using counsel acceptable to the County), and hold the County and each County Party harmless from and against, any and all claims, liabilities, lawsuits, actions, judgments, awards, penalties, administrative proceedings, government orders, fines, expenses, costs (including but not limited to removal, remedial action, or other costs recoverable under CERCLA or MTCA), any and all other requirements, charges, interest, fees, or oversight costs, and all other damages (including, but not limited to, reasonable attorneys' fees and costs) (collectively, "Environmental Claims") incurred or suffered by the County or any County Party and arising out of or related to: (A) any Release within County ROW, including Releases that may migrate from County ROW to property outside County ROW; (B) the acts or omissions of Franchisee Parties under this Franchise; and (C) costs of compliance incurred in connection with any Environmental Claim, investigation or other action under Environmental Laws pursuant to Franchisee's exercise of this Franchise. Franchisee shall have no obligation to indemnify, defend, and hold harmless the County or any County Party to the extent an Environmental Claim is caused by the negligence or willful misconduct of the County or County Parties. In the event any such liability arises from the concurrent negligence of the Parties, the indemnity obligation of this section shall apply only to the extent of the negligence of the Franchisee.

11.7 If the County incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 11 against Franchisee Parties, then all such fees, expenses, and costs shall be recoverable from Franchisee to the extent the County prevails in such action.

11.8 The Parties specifically and expressly agree that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section, Franchisee, on behalf of itself and the Franchisee Parties, waives its immunity under RCW Title 51 as to the County and the County Parties; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

11.9 If a Franchisee Party discovers Found Hazardous Materials in conducting actions authorized under this Franchise, Franchisee shall immediately provide written notice to the County and email notice to the Road Services Division ([KCUIU@kingcounty.gov](mailto:KCUIU@kingcounty.gov)) with a copy to the Cable Office ([CableOffice@kingcounty.gov](mailto:CableOffice@kingcounty.gov)) and, if requested by the County, to other government entities as required by Environmental Laws.

11.10 In conducting actions authorized under this Franchise, Franchisee shall, at its sole cost and expense, conduct all actions and operations concerning or affecting Found Hazardous Materials, in strict compliance with all Environmental Laws. The County shall not be liable to Franchisee or Franchisee Parties for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with the presence of Found Hazardous Materials and Franchisee hereby releases the County from any such claims. Franchisee and Franchisee Parties shall conduct their actions in and around Found Hazardous Materials in a manner that does not cause migration or other exacerbation of the Found Hazardous Materials that are not removed as part of their work. Franchisee shall, at no cost to the County timely prepare and submit any reports or communications required by

Environmental Laws concerning its or any Franchisee Party's actions under this Subsection 11.7. Franchisee shall provide the County with copies of such reports or communications. Franchisee shall also provide the County, upon request, documentation or other information concerning Franchisee Party's actions concerning Found Hazardous Materials that is not submitted to other government entities.

11.11 All Claims involving Hazardous Materials shall be subject to this Section 11 and not the indemnity and liability provisions of Section 15 (Hold Harmless and Indemnification). This Section 11 provides the Parties' exclusive contractual remedies as to Hazardous Materials but does not limit and shall not be deemed to affect the County's statutory rights of recovery or its common law causes of action.

## Section 12. Dangerous Conditions; Authority for County to Abate

12.1 Whenever excavation, construction, installation, relocation, maintenance, repair, abandonment, or removal of Franchisee Facilities authorized by this Franchise has caused or contributed to a condition that, in the reasonable opinion of the County Road Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct the Franchisee to remedy the condition or danger to the satisfaction of the County Road Engineer, within a specified period of time and at the Franchisee's sole cost and expense.

12.2 In the event that the Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and the Franchisee shall be liable to the County for the costs thereof, but only to the extent that Franchisee has caused or contributed to the condition.

## Section 13. Decommissioning of Franchisee Facilities

13.1 In no event may any portion of any of Franchisee's Facilities be decommissioned in place within the County ROW by the Franchisee without the express written consent of the County, which may be granted or withheld in its sole discretion, unless otherwise provided by Applicable Laws. For purposes of this Franchise, decommissioning includes failure by Franchisee to use any portion of its Facilities for twelve (12) consecutive months. Use by Colocators or other third parties shall not constitute "use" for purposes of determining whether decommissioning has occurred under this Section 13. If the Franchisee desires to decommission in place any portion of its Facilities, Franchisee shall request the County's permission to do so by delivering a written request to the County a minimum of thirty (30) days prior to the date Franchisee intends to decommission the Facilities, and such request may be delivered to the County as part of an application for a County ROW construction permit. The Franchisee's request shall specify which Facilities the Franchisee desires to decommission in place. If the County denies Franchisee's

request with respect to any portion of the Facilities, then the Franchisee must promptly remove those Facilities for which the Franchisee's request for decommissioning has been denied. If the County approves Franchisee's request, then the County may impose reasonable conditions on such approval, including the future removal of the Facilities. Franchisee shall continue to be responsible for all decommissioned Facilities located in the County ROW unless otherwise agreed to by Franchisee and County in writing.

13.2 In the event the County authorizes Franchisee to decommission in place any portion of its Facilities, the Franchisee shall, at its sole cost and expense, as directed by the County, remove from the Facilities any product, wires, Hazardous Material, and/or other substance, and take other actions as necessary so as to render such Facilities safe in accordance with Applicable Law or such other standards as may be deemed appropriate by the County.

13.3 Should the Franchisee fail to comply with the requirements of Section 13.1 within a reasonable time after the County's denial of Franchisee's request to decommission in place any portion of its Facilities, the Franchisee shall be deemed to have decommissioned the Facilities without authorization. In the event of any unauthorized decommissioning of any portion of the Facilities by Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the decommissioned Facilities on behalf of the Franchisee and restore the County ROW following such removal. Should the County choose to perform any such removal and restoration activities on the Franchisee's behalf, the County may dispose of the removed Facilities in any manner it deems fit, and the Franchisee shall be liable to the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

13.4 Within ninety (90) days of the end of the term of this Franchise, including any extension, renewal or termination thereof, Franchisee shall provide a written request to the County pursuant to Section 13.1 if Franchisee wishes to decommission in place any of its Facilities. The request and the Parties' associated obligations and rights shall be subject to the provisions of Sections 13.1 through 13.4. If Franchisee fails to provide such request within ninety (90) days, Franchisee shall be deemed to have decommissioned its Facilities in place without authorization, and the County shall have the remedies available to it under Section 13.3 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

13.5 If Franchisee does not intend to continue use of any of its Facilities which are occupied by a Colocator, and Franchisee desires to transfer ownership of its Facilities to said Colocator rather than decommissioning them in place, Franchisee shall notify the County of its intentions as prescribed in Section 21, and any transfer shall be subject to the terms of Section 21. No Facilities located in the clear zone shall be decommissioned in place or transferred to another party.

#### Section 14. Consideration and Reservation of Rights

14.1 Separate from the Consideration (defined below) which is the subject of 14.2, the County reserves the right to exercise authority it has or may acquire in the future to charge a Utility tax on Franchisee.

14.2 The County reserves the right to exercise authority it has or may acquire in the future to receive compensation or other consideration (“Consideration”), which Consideration will be in exchange for Franchisee’s right to use and occupy the County ROW. The County may exercise this right by providing Franchisee written notice to commence negotiations, which notice will describe the proposed Consideration. Thereafter, the Parties shall engage in good faith negotiations in an effort to reach agreement on the amount, type and terms of the Consideration for a period of ninety (90) days, which may be extended by mutual written agreement of the Parties. When the Parties agree on the amount, type and terms of the Consideration, they shall amend this Franchise accordingly, which amendment shall be approved by the Director of Information Technology on behalf of the County. If the Parties are unable to agree on the amount, type and terms of the Consideration during the ninety (90) day period (as may be extended by mutual agreement), the County may declare such failure to agree to be an event of Default to be resolved in accordance with Section 24.5.

14.3 If Franchisee allows Colocators to use its Facilities in County ROW, then Franchisee shall make an annual revenue-sharing payment to the County in the amount of ten percent (10%) of the total amount of Franchisee’s Gross Revenues derived from Colocator’s use of Franchisee’s Facilities (“Revenue-Sharing Payment”). Payment shall be made to the County on a quarterly basis, which shall be due and payable no later than thirty (30) days after the end of each calendar quarter, and shall include a summary of the financial information used to calculate the payment.

14.4 Franchisee shall pay all applicable fees as specified in King County Code to cover the County's costs in drafting, processing and administering this Franchise and all work related thereto.

14.5 If this Franchise terminates for any reason, or if Franchisee fails to satisfy such financial obligations within forty-five (45) days following receipt of written notice describing such financial obligations together with reasonable documentation evidencing such obligations, the County reserves the right to satisfy any remaining financial obligations of Franchisee by utilizing any funds available under the performance bond required in Section 18.

14.6 In exchange for the valuable property right herein granted to Franchisee to occupy and use the County ROW, the Parties may contract for Franchisee to provide the County with reasonable in-kind services and facilities, including duct, conduit, fiber optic cable, appurtenances or other related structures necessary for the County to access and use the County facilities for public use and benefit. Additionally, when the Franchisee is constructing, relocating or placing Wireline Telecommunications Facilities in the County ROW, the Franchisee may, upon request of the county and as agreed by the Parties, voluntarily provide additional ducts, conduits, fiber optic cable, appurtenances or other in-kind facilities or services, as necessary for King County to provide services for the benefit of the public.

#### Section 15. Hold Harmless and Indemnification

15.1 Franchisee agrees to release, indemnify, defend (at the County’s option and using counsel reasonably acceptable to the County), and hold harmless the County Parties from and against any

and all claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs, government orders or other requirements (collectively "Claims") to the extent caused by, arising out of, or incidental to the Franchisee's and Franchisee Parties' exercise of rights and obligations under this Franchise. This covenant of release and indemnification shall include, but not be limited to, any and all Claims to the extent arising out of the placement of Franchisee's Facilities in the County ROW and any Franchisee or Franchisee Parties' failure to complete all related adjustments, relocations, repairs or work in accordance with this Franchise. Franchisee shall have no obligation to indemnify, defend, and hold harmless any County Party to the extent a Claim, for injury to persons, death, or property damage are caused by the negligence or willful misconduct of County Parties. In the event any such liability arises from the concurrent negligence of the Parties, the indemnity obligation of this section shall apply only to the extent of the negligence of the Franchisee and each Franchisee Party. This Section 15.1 shall not apply to any Claim or other matters arising out of or related to any Release of Hazardous Materials, which is addressed under Section 11 of this Franchise.

15.2 In the event the County incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 15 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee to the extent the County prevails in such enforcement action.

15.3 It is specifically and expressly understood that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section 15, Franchisee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the parties.

15.4 The parties agree that the indemnity provisions of franchise No. 7546 apply to the period between the expiration of franchise No. 7546 and the Effective Date of this Franchise.

15.5 The County shall give Franchisee timely written notice of the commencement of any Claim. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, provided any settlement or compromise is consistent with the terms of this Franchise and the County shall cooperate fully therein.

15.6 The County's permitting approval, inspection, lack of inspection, or acceptance of any work performed by the Franchisee Parties in connection with work authorized on Franchisee Facilities, pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise, shall not relieve Franchisee or Franchisee Parties of any of the indemnification, defense and hold harmless obligations contained in this Section 15.

15.7 The indemnification, defense, and hold harmless obligations contained in this Section 15 shall survive the expiration, abandonment, or termination of this Franchise.

Section 16. Franchise Administration

The County's administration of this Franchise shall not be construed to create the basis for any liability on the part of the County Parties, except for and only to the extent of the County's negligence or willful misconduct as provided in Section 15.1.

Section 17. Insurance Requirements

17.1 Insurance Requirements

A. Insurance Required

The Franchisee shall procure and maintain for the duration of the Term of this Franchise and any holdover period thereafter, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of Construction, Maintenance or Operations or other work contemplated hereunder by the Franchisee or Franchisee Parties. The Franchisee or Franchisee Party shall pay the costs of such insurance. The Franchisee shall furnish separate certificates of insurance and required policy endorsements from each Franchisee Party as evidence of compliance with the insurance requirements of this Franchise.

The Franchisee is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Franchisee, its agents, employees, officers, contractor/subcontractors to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval, which approval rests in the sole discretion of the County. If coverage is approved and purchased on a "claims made" basis, the Franchisee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Franchise termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

B. Risk Assessment by Franchisee

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Franchisee under this Franchise, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Franchisee. The Franchisee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

C. Minimum Scope and Limits of Insurance.

Coverage shall be at least as broad as and with limits not less than the following (coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated):

(i) Commercial General Liability

Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY: \$5,000,000 limit per occurrence and \$5,000,000 aggregate limit.

(ii) Automobile Liability

Insurance Services Office form number (CA 00 0 1) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; \$1,000,000 combined single limit per accident

(iii) Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(iv) Stop Gap/Employers Liability

Coverage shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by "Stop Gap" endorsement to the general liability policy:  
\$1,000,000.

D. Minimum Limits of Insurance - Construction Period

Prior to commencement of Construction and until Construction is complete and approved by Franchisee and the County, Franchisee shall cause the Construction contractor, subcontractors of all grades and all related professionals and other agents engaged by Franchisee to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. The Franchisee and the County Parties shall be included as additional insured on liability policies except Workers Compensation and Professional Liability.

The cost of such insurance shall be paid by the Franchisee's contractor/subcontractors. The Franchisee shall maintain limits no less than the following:

- (i) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include products and completed operations and shall not exclude explosion, collapse, and underground damage.
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident



- (iii) Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the aggregate if work either directly or indirectly involves or requires professional services.
- (iv) Contractor's Pollution Liability: \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed.
- (v) Workers Compensation: Statutory requirements of the state of residency.
- (vi) Stop Gap or Employers Liability Coverage: \$1,000,000.

E. Deductibles and Self-Insured Retentions

The deductible and/or self-insured retention of the policies shall not apply to the Franchisee's liability to the County and shall be the sole responsibility of the Franchisee.

F. Other Insurance Provisions

The insurance policies required in this Franchise are to contain, or be endorsed to contain, the following provisions:

- (i) All Liability Policies except Professional and Workers Compensation.
  - a. The County Parties shall be covered as additional insured, as respects liability arising out of activities performed by or on behalf of the Franchisee in connection with this Franchise. Such coverage shall include Products-Completed Operations.
  - b. To the extent of Franchisee's or Franchisee Parties' negligence, the Franchisee's/Franchisee Parties' insurance coverage shall be primary insurance with respect to all County Parties. Any insurance and/or self-insurance maintained by County Parties, shall not contribute with the Franchisee's or Franchisee Parties' insurance or benefit the Franchisee or Franchisee Party in any way.
  - c. The Franchisee's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(ii) All Policies

Coverage shall not be suspended, voided, canceled, until after thirty (30) days prior written notice, ten (10) days for non-payment of premium has been given to the certificate holder. In the event of said cancellation or intent not to renew, the Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in suspension of the Franchise.

G. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A-VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Franchisee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the appropriate certificates and endorsements, to the County for approval.

#### H. Verification of Coverage

The Franchisee shall furnish the County with certificates of insurance and endorsements required by this Franchise. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right, upon written request, to obtain a copy of Franchisee's commercial liability insurance policy. Such request shall only be made in the event that the County is named in a claim pertaining to Franchisee's work in the County ROW.

#### I. Subcontractors

The Franchisee shall include all subcontractors as insured under its policies or shall require separate certificates of insurance and policy endorsements as set forth in this Section 17.1 from each subcontractor. If the Franchisee is relying on the insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this Franchise, then such requirements and documentation shall be subject to all of the requirements stated herein.

#### J. Insurance Review

In consideration of the duration of this Franchise, the Parties agree that the Insurance section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

17.2 Franchisee shall furnish the County with original certificates and a copy of the required amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Franchisee before commencement of any Construction or Maintenance work in the County ROW.

17.3 In satisfaction of the insurance requirements set forth in this Section 17, Franchisee may maintain a full funded self-insurance program for its liability exposures in this agreement, which are consistent with good utility practice. Franchisee agrees to provide the County with at least forty-five (45) days prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly notify the County and provide Certificates of Insurance and corresponding endorsements evidencing the insurance requirements in this agreement have been satisfied.

#### Section 18. Bonding and Annual Review

18.1 Performance Bond. On or before the Effective Date of this Franchise, Franchisee shall furnish a bond executed by Franchisee and a corporate surety authorized to do surety business in the State of Washington, with an A.M. Best rating of an A: XII in the sum of \$100,000 to ensure the faithful performance of Franchisee's obligations under this Franchise. The bond shall stipulate that the Franchisee shall comply with all of the Franchisee's obligations under this Franchise. The Franchisee shall pay all premiums or costs associated with maintaining the performance bond, and shall keep the same in full force and effect at all times contemplated under this Franchise.

18.2 Annual Review. The Information Technology Department shall coordinate with the County Road Engineer to review Franchisee compliance with the terms of this Franchise.

#### Section 19. Annexation

If any road or County ROW covered by this Franchise is incorporated into the limits of any city or town, the Franchise granted herein shall terminate as to any road or County ROW within the corporate limits of such city or town; but the Franchise shall continue as to County roads and County ROW not incorporated into a city or town. The County shall not be liable to Franchisee for any damages, loss, costs, or other impacts that may arise out of or relate to such annexation or incorporation.

#### Section 20. Vacation

20.1 Subject to Section 20.2, if all or any portion of a County ROW which is subject to this Franchise is vacated, the Franchise granted by this Franchise shall automatically terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages or loss to the Franchisee by reason of such vacation and termination.

20.2 Whenever a County ROW or any portion thereof is vacated, the County may retain an easement for the construction, repair, and maintenance of public utilities and services which at the time of the vacation are specifically authorized to be there or are physically located upon, over, under, across, or through a portion of the land being vacated, but only in accordance with the provisions of RCW 36.87.140 as now existing or hereafter amended. In the event of any such

vacation, the County shall notify the Franchisee at least sixty (60) days prior to taking final action. Should the Franchisee desire the County to retain a Utility easement in the property at issue, the Franchisee may request that the County retain such an easement over the property at issue as a part of any proposed action taken by the County Council on the particular vacation. Should the Franchisee make such a request, the County may retain said easement in the manner and to the extent allowed by Law.

#### Section 21. Transfer and Assignment

21.1 This Franchise may not be leased, sold, partitioned, transferred, assigned, disposed of, or otherwise subject to a change in the identity of Franchisee (each such activity, a "Transfer") in whole or in part, in any manner, without the prior written consent of the County Council, which consent will not be unreasonably withheld. Approval of the Transfer by the County Council is contingent upon the transferee agreeing to be bound by all of the terms and conditions of this Franchise. Notwithstanding the foregoing, in lieu of County Council consent, the Director of Information Technology may consent to a Transfer, which consent will not be unreasonably withheld, provided that Franchisee and transferee must perform the following requirements:

1. Franchisee notifies the County of the proposed Transfer at least sixty (60) days before the Transfer is scheduled to occur;
2. The transferee accepts the Franchise and warrants in writing that it will abide by all terms and conditions of the Franchise and perform all duties and obligations of the Franchisee;
3. The transferee provides documentation of its legal, financial and technical capability to perform all duties and obligations under this Franchise;
4. The transferee provides proof of insurance as is required in this Franchise;

Within sixty (60) days of closing any Transfer, Franchisee shall provide the County with a copy of the deed(s), agreement(s), lease(s) or other written instruments evidencing the Transfer, certified and sworn to be correct by Franchisee and the transferee/assignee. The consent or approval by the County to any Transfer of this Franchise shall not constitute a waiver or release of any right of the County.

21.2 In the case of an assignment of this Franchise to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

21.3 Transfer of this Franchise or use of Franchisee Facilities in violation of Sections 21 or 22 shall constitute a Default of the Franchise.

#### Section 22. Use of Franchisee's Facilities by Colocators

22.1 Franchisee may contract for use of its Facilities in the County ROW by a Colocator with prior written consent of the County, which consent will not be unreasonably withheld. Use of Facilities by a Colocator shall be conditioned on the following: 1) The Facilities must be in

compliance with the Road Standards; and 2) the Colocator must have a valid franchise, ROW Use Agreement or other County authorization for use of the County ROW. The Franchisee shall require any Colocator requesting use of Franchisee's Facilities to provide documentation of County authorization to occupy the County ROW. In the event a Colocator does not provide such documentation, Franchisee shall notify the County of the Colocator's request and shall suspend processing such request until documentation of County authorization is provided. In addition, Franchisee shall be responsible for requiring all Colocators to comply with all applicable provisions of this Franchise. Franchisee shall not allow a third party other than a Colocator to use its Facilities.

22.2 Transfer of ownership of any Franchisee Facilities to a Colocator shall be subject to the County's prior written consent, such consent not to be unreasonably withheld, and a written agreement between the County and the Colocator, binding the Colocator to compliance with all applicable terms and conditions of this Franchise.

22.3 In the event Franchisee allows Colocators to utilize its Facilities in the future, then Franchisee shall provide the County with a list of all Colocators using Franchisee's Facilities in the County ROW. Such list shall be submitted to the County annually, by January 31<sup>st</sup> throughout the term of this Franchise and any extension thereof.

### Section 23. Termination, Revocation, and Forfeiture

23.1 If Franchisee Defaults and fails to correct in accordance with the process outlined in Section 24.4 below, then the County may terminate this Franchise or revoke this Franchise as provided in Chapter 6.27 of the King County Code. Upon termination for any cause, all rights of the Franchisee granted hereunder shall cease, and may serve as cause for the County, in its sole discretion, to suspend or withdraw any active ROW construction permits and any Facilities Construction in the County ROW.

23.2 If Franchisee willfully violates or fails to comply with any of the provisions of this Franchise, or upon willful misconduct or gross negligence fails to timely heed or comply with any notice given Franchisee under the provisions of this Franchise, then Franchisee shall forfeit all rights conferred hereunder and the Franchise granted may be revoked or terminated upon reasonable notice.

### Section 24. Remedies to Enforce Compliance; Default, Dispute

24.1 In lieu of termination, revocation or forfeiture as provided in Section 23, and without prejudicing any of its other legal rights and remedies, the County may elect to obtain an order from the Superior Court of King County or other court, tribunal, or agency having competent jurisdiction compelling the Franchisee to comply with the provisions of this Franchise and to recover damages and costs incurred by the County by reason of the Franchisee's failure to comply. In addition to any other remedy provided herein, the County reserves the right to pursue any equitable remedy available to it under law to compel the Franchisee to comply with the terms

hereof. The pursuit of any right or remedy by the County shall not prevent the County from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

If the County Defaults on any term or condition of this Franchise beyond the applicable notice and cure period set forth in Section 24.4 below, Franchisee may pursue any remedies available to it against the County at law and in equity, including, but not limited to, the right to terminate this Franchise.

24.2 Failure of either Party to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent such Party from pursuing such right or remedy at any future time.

24.3 In addition to judicial enforcement under this Franchise and section KCC 6.27.150, the Manager of the Real Estate Services Section and the Director of the Road Services Division are authorized to enforce this Franchise in accordance with the enforcement and penalty provisions of KCC Title 23. Further, during any period in which Franchisee is in Default the County may decline to issue any Right-of-Way Construction Permits to Franchisee.

24.4 Either Party shall give the other Party written notice of any Default, stating with reasonable specificity the events or circumstances and nature of the Default. The Party receiving notice shall have thirty (30) days from receipt of written notice to respond and to cure the Default. If the Party receiving notice cannot cure the Default within the thirty (30) day period, then it shall notify the Party giving notice, along with a plan for how it intends to cure the Default in a manner satisfactory to the Party giving notice. If the Party receiving notice fails to cure the Default within such thirty (30) day period, in the time prescribed in its cure plan or in a manner satisfactory to the Party giving notice, then the Party giving notice may invoke any of the remedies available under this Franchise or seek judicial relief. If the County, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant risk to public health, welfare, or safety or damage to the County ROW or adjacent properties, the County may pursue its remedies under this Franchise without prior notice to Franchisee or without waiting for the period provided for cure to expire.

24.5. If a dispute arises between King County and Franchisee by reason of this Franchise, the dispute shall first be referred to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve resolution of the dispute. If the Parties are unable to resolve the dispute during the initial meeting of the Parties' representatives, and unless further negotiations are agreed upon by the Parties, the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the Parties.

If the Parties fail to achieve a resolution of the dispute through mediation within thirty (30) days after the matter is eligible for submission to mediation, either Party may then pursue any available judicial remedies, provided that if the Party seeking judicial redress does not substantially prevail

in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action. If Franchisee or the County reasonably determine that circumstances require immediate action to prevent or mitigate significant damage, then such Party may pursue any immediate remedy available at law or in equity without having to follow the alternative dispute resolution procedures in this Section.

#### Section 25. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed to restrict the County's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise granted by this Franchise, including, but not limited to, any valid ordinance made in the exercise of the County's police powers to protect the health, safety and welfare of the public. The County shall have the authority at all times to control by appropriate regulations, including design standards, and utility accommodation policies, the location, elevation, manner of construction, and maintenance of any Franchisee Facilities located within any County ROW or affecting any County ROW, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of Law. In the event of a conflict between the regulatory provisions of this Franchise and any other ordinance(s) enacted under the County's police power authority, such other ordinance(s) shall take precedence over the regulatory provisions set forth herein.

#### Section 26. Eminent Domain

The Franchise granted by the Franchise is subject to the power of eminent domain. In any proceeding under eminent domain, the Franchise itself shall have no value.

#### Section 27. Survival

27.1 Until such time as all of the Franchisee Facilities have been removed or have been decommissioned in place in accordance with Section 13, all of the provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation, forfeiture, or early termination of the Franchise: (i) Section 4 (Right of Way Construction Permit Required); (ii) Section 5 (Emergency Work); (iii) Section 6 (Compliance with Applicable Laws; Performance Standards); (iv) Section 7 (Restoration of County ROW); (v) Section 8 (Maps and Records); (vi) Section 11 (Hazardous Materials); (vii) Section 12 (Dangerous Conditions; Authority for County to Abate); (viii) Section 13 (Decommissioning of Franchisee Facilities); (ix) Section 14 (Consideration and Reservation of Rights); (x) Section 15 (Hold Harmless and Indemnification); (xi) Section 16 (Franchise Administration); (xii) Section 17 (Insurance Requirements); (xiii) Section 18 (Bonding and Annual Review); and (xiv) Section 24 (Remedies to Enforce Compliance; Default, Dispute).

27.2 After such time as all Franchisee Facilities have been either removed or decommissioned in place to the County's satisfaction pursuant to Section 13, only the following provisions shall survive the expiration, revocation, forfeiture, or early termination of the Franchise: (i) Section 8

(Maps and Records); (ii) Section 11 (Hazardous Materials); (iii) Section 15 (Hold Harmless and Indemnification); and (iv) Section 16 (Franchise Administration).

27.3 The following provisions shall survive as to any area removed from the coverage of the Franchise as a result of a full or partial termination of the Franchise; annexation or incorporation under Section 19; reduction of the Franchise Area under Section 32: (i) Section 8 (Maps and Records); (ii) Section 11 (Hazardous Materials); (iii) Section 15 (Hold Harmless and Indemnification); and (iv) Section 16 (Franchise Administration).

Section 28. Governing Law, Stipulation of Venue, and Non-Discrimination

28.1 This Franchise and all use of County ROW granted herein shall be governed by the laws of the State of Washington, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

28.2 Nondiscrimination: The County and Franchisee, their successors, and assigns, shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under County Code 12.16.125. Franchisee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to RCW 49.60, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Franchise and shall be grounds for revocation, termination, or suspension, in whole or in part, of the Franchise and may result in ineligibility for further agreements with the County.

Section 29. Severability

If any section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, phrase, or provision of this Franchise nor the application of the provision at issue to any other person or entity.

Section 30. Notice and Emergency Contact

Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

**KING COUNTY:**

King County Office of Information Technology  
Attn: King County Office of Cable Communications



King County Chinook Building  
401 Fifth Avenue Suite 700  
Seattle, Washington 98104  
Email: [cableoffice@kingcounty.gov](mailto:cableoffice@kingcounty.gov)  
Phone: (206) 263-7880

**With a mandatory copy to:**

King County Facilities Management Division  
500 Fourth Avenue, Room 800  
Seattle, WA 98104  
Attn: Real Estate Services Section – Franchise  
Email: [RES.Permits@kingcounty.gov](mailto:RES.Permits@kingcounty.gov)  
Phone: (206) 477-9350

**SPRINT COMMUNICATIONS COMPANY L.P.:**

Sprint Communications Company L.P.  
6220 Sprint Parkway  
MS: KSOPHD0101-Z2040  
Overland Park, KS 66251-2040  
Attn: Manager, Network Real Estate  
Email: [ROWRenewals@sprint.com](mailto:ROWRenewals@sprint.com)

**With a mandatory copy to:**

Sprint Communications Company L.P.  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006  
Attn: Managing Attorney, Real Estate

The Franchisee shall also provide the County a current emergency contact name (or title) and phone number available 24 hours a day, seven days a week. The Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 31. Acceptance

Within ninety (90) days from the approval date by the County Council, this Franchise shall be accepted by Franchisee by executing this Franchise and filing the executed Franchise with the Clerk of the County Council, which act shall be deemed an unconditional written acceptance thereof. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be voidable and will have no force or effect.

Section 32. Amendment

This Franchise may be modified at any time as proposed by mutual written agreement of the Parties, as provided in this Franchise. However, any amendment that modifies a material term of this Franchise shall not become effective unless and until it is approved by County ordinance. The legal description of the Franchise Area may be amended by mutual written agreement of the Parties without adoption of a separate ordinance to include or exclude any areas of unincorporated King County established as within or removed from the Franchisee's service area.

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the date and year set forth below.

**Sprint Communications Company L.P.**

**KING COUNTY,**  
a political subdivision of the State of Washington

DocuSigned by:  
Mike Simpson 3/15/2022  
Signature Date  
Mike Simpson, SVP, Chief Procurement Officer  
Printed Name and Title

DocuSigned by:  
Tanya Hannah 3/28/2022  
Signature Date  
Tanya Hannah  
Director and Chief Information Officer, Department  
of Information Technology

**T-Mobile Legal Approval**

**Approved as to form:**

DocuSigned by:  
Todd Goodwin  
Signature  
Todd Goodwin  
Sr. Corporate Counsel

DocuSigned by:  
Darren Thompson 3/29/2022  
Signature Date  
Darren Thompson  
Senior Deputy Prosecuting Attorney

# EXHIBIT A

## FRANCHISE AREA LEGAL DESCRIPTION

The Right-of-Way of NE Old Cascade Highway lying in Sections 21, 25, 26, 27, 28, 34, and 35, Township 26 North, Range 11 East, W.M., all situated in King County, Washington.

# EXHIBIT B

## FRANCHISE AREA MAP

