

NETWORK HUT LICENSE AGREEMENT (AVONDALE ESTATES)

This Equipment Housing License Agreement ("Agreement") is entered into by the municipal entity ("City") and the Google Fiber company ("Licensee") identified on the signature page of this Agreement. City and Licensee agree to the terms and conditions set forth below.

- 1. Purpose.** Licensee needs rights to occupy and use various real property sites that may be owned by the City. The sites will be used for the purpose of constructing structures that will house network equipment and fiber that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, which may be amended by Licensee.
- 2. Location of Sites for Network Huts.** Licensee will identify and propose to the City the location of various City owned sites. Licensee and City will work together to agree upon each site to be used for each Network Hut. When Licensee and City agree upon specific sites, the parties will complete and sign the form attached as Exhibit B to this Agreement ("Site Terms") for each site ("Network Hut Site"). The Site Terms include a legal description of the Network Hut Site, the fees to be paid for use of the site and any other special terms or requirements applicable to the Network Hut Site. Licensee's occupancy and use of each Network Hut Site will be subject to this Agreement, including the terms set forth in the applicable Site Terms.
- 3. Licensee Rights and Obligations.** City grants to Licensee the right to access, enter, occupy and use each Network Hut Site at any time for the purpose of constructing, operating and maintaining each Network Hut. City grants these rights solely to the extent it has such rights, title and interest in to the Network Hut Site, without any express or implied warranties. Licensee will obtain all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Licensee's services. Licensee will construct the Network Hut in accordance with all applicable laws and permitting requirements. Licensee will use and maintain the Network Hut Site in accordance with all applicable laws and reasonable requirements and will keep the site secure (based on applicable standards) and reasonably free from debris, litter and graffiti.
- 4. Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The initial term of a Network Hut Site Agreement as contemplated by Paragraph 2 will be twenty (20) years from the date that such Network Hut Site Agreement is agreed to by the parties. Following the initial term, the Network Hut Site Agreement shall renew for successive two (2) year periods unless City provides Licensee with written notice that it does wish to renew the Agreement. City must provide such written notice at least ninety (90) days prior to any renewal date of the Agreement.
- 5. Termination of Agreement or Site Terms.** Licensee may terminate this Agreement or the Site Terms for a specific Network Hut Site at any time with thirty (30) days written notice to the City. City may terminate this Agreement in the event of a material breach of this Agreement by Licensee and Licensee fails to cure the breach within sixty (60) days of receipt of notice from City. City may also terminate the Site Terms for a Network Hut Site by providing a minimum of one hundred eighty (180) days written notice to Licensee if the City determines that the applicable Network Hut Site is needed for a compelling public purpose. Following such written notice, City agrees to use its best efforts to find an alternative City owned site that Licensee may use as a replacement. Upon any termination or expiration of this Agreement, in whole or in

relation to a particular Network Hut Site, Licensee will vacate premises and return site to its original condition other than removal of any concrete foundations.

6. **Fees and Costs.** Licensee agrees to pay to City an annual fee between \$2.50-\$3.50 per square foot for each Network Hut Site. The annual fee will be set forth in the Site Terms for each Network Hut Site. The fees shall be paid on an annual basis for each Network Hut Site. Licensee shall be responsible for all its costs associated with construction, operation and maintenance of the Network Hut and Network Hut Site. Payments shall be delivered by Licensee within forty-five (45) days of the payment due date agreed upon by the parties.
7. **Indemnification.** Licensee will defend and indemnify City, its officers, elected representatives, and employees from any claims and liabilities related to any third party claim for property damage, personal injury or death to the extent caused by Licensee or its contractors. Licensee will have the right to control the defense of any such claim. If, in City's reasonable judgment, a conflict exists between the interests of City and Licensee in such a claim, City may retain its own counsel whose reasonable fees will be paid by Licensee.
8. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION SHALL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.
9. **Insurance.** Licensee will carry and maintain general liability, workers compensation and other customary types of insurance applicable to the use of Network Hut Sites. The insurance coverage amounts shall be reasonably adequate based on the use of the Network Hut Sites and shall be issued by insurers duly qualified to offer and bind coverage within the state where the Network Hut Site is located.
10. **Notice.** All notices related to this Agreement will be in writing and sent to the address set forth in each signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
11. **General Provisions.** This Agreement is governed by the laws of the state where the Network Huts are located. City will make the entirety of the rights set forth in this Agreement available to other network-based providers of internet access and multichannel video programming services in a non-discriminatory manner, including access to the City's infrastructure, poles, conduits, assets and rights of way to the extent set forth in this Agreement, on rates, terms and conditions that are as favorable as those the City provides to Licensee for the same access; recognizing that the equivalent consideration afforded by other service providers may be different than what Licensee is obligated to provide under this Agreement. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement may not be assigned by Licensee without the consent of City except for assignments to Licensee's affiliates or in connection with a merger, acquisition, sale of network assets or similar transactions. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire Agreement

between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

Agreement

LICENSEE: _____

CITY: Avondale Estates _____

(Authorized Signature)

(Authorized Signature)



(Name)

(Name)

Mayor

(Title)

(Title)

Address: 1600 Amphitheatre Parkway
Mountain View, CA 94043

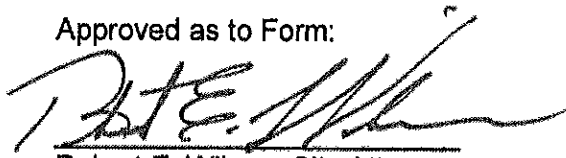
Address: 21 North Avondale Plaza
Avondale Estates, GA 30002

Date:

Date: 4/21/14

EM

Approved as to Form:

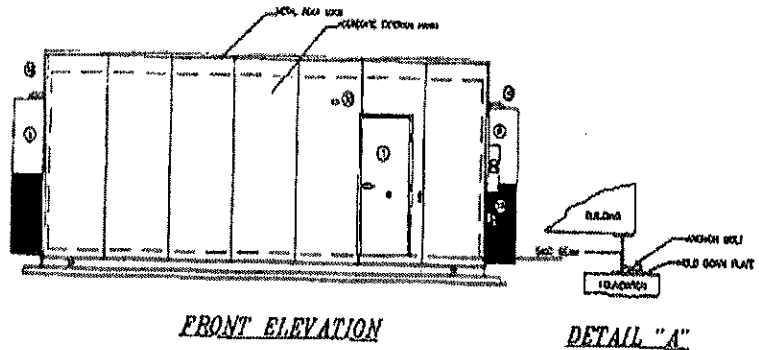
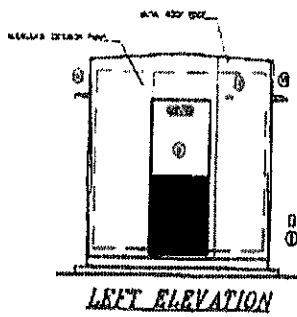


Robert E. Wilson, City Attorney

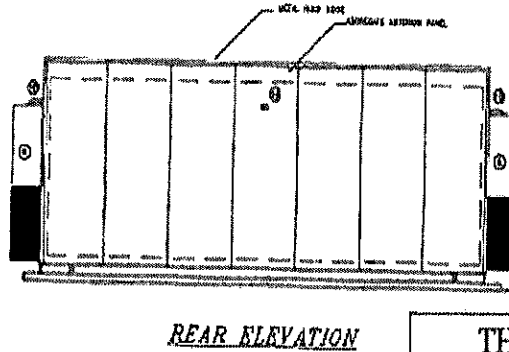
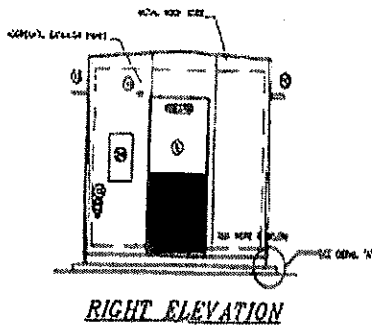
Trust Agreement

EXHIBIT A NETWORK HUT SPECIFICATIONS

EXHIBIT A



DETAIL "A"



1. NO TAGS OR ANY MARKING IS TO BE SHOWN ON THE EXTERIOR OF THE BUILDING OR DOORS
2. INSTALL 8"x8" ALUMINUM PLATE ON THE INTERIOR OF THE BUILDING FOR ALL TAGS AND INSIGNAS
3. ADD AN EXTENSION TO EACH AIR CONDITIONER DRAIN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION

**PROJECT
GOOGLE FIBER**

THE DESIGN AND/OR
PROFESSIONAL REPRESENTATION OF
THERMOBOND BUILDINGS, LLC IS A
REGISTERED TRADE NAME FOR THE
PROTECTION AND USE OF PATENTS
OWNED AND MANAGED BY
THERMOBOND BUILDINGS, LLC AND
MAY BE A TRADE SECRET OR
OTHER INFORMATION OF THERMOBOND
BUILDINGS, LLC. ANY OTHER
USE WITHOUT THE EXPRESS WRITTEN
PERMISSION OF THERMOBOND
BUILDINGS, LLC.

THERMOBOND BUILDINGS	
<small>800 N. COURT P.O. BOX 444, DE PAULI, PA 15139-0444 Phone: 412-352-1111 www.thermobond.com</small>	
Scale: 1/8" = 1'-0"	EXTERIOR LAYOUT FOR 11'-6" W X 28' L X 8' H, BLOC.
DATE: 7/24/12	
Drawn By: DRJ	EXHIBIT A
Checked By:	Rev. Date: 8/1/12
	Project Number: A088861 Page 8 of 15

EXHIBIT B

NETWORK HUT SITE TERMS

1. **Legal Description of Network Hut Site Location (describe below or attach legal description).**

2. **Annual Fees:**

3. **Other terms or requirements applicable to Network Hut Site.**

LICENSEE: _____

CITY: _____

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address: 1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Date:

Date:

Google Fiber

<p>What is Google Fiber?</p>	<p>Google Fiber is an Internet access service that offers gigabit speeds, up to 100 times faster than the norm today.</p>
<p>Why does Google Fiber matter to our local economy?</p>	<p>In the race to foster economic development, technology fuels growth and opportunity. Google Fiber is an important economic development win:</p> <ul style="list-style-type: none"> (1) Businesses large and small want to be in communities positioned for the digital future; (2) Property values may rise; (3) Competition in the market means better service all around at better prices
<p>Where is Google already doing this?</p>	<p>Google announced in the spring of 2011 that Kansas City, Kansas and Kansas City, Missouri would be the first cities to receive Google Fiber. Kansas City was the first place in the U.S. that a Gigabit connection is truly affordable. In April 2013, they announced that they intend to add two more cities -- in Austin, Texas, and Provo, Utah.</p> <p>While Google Fiber is a relatively new product, its positive economic impact is already evident elsewhere:</p> <ul style="list-style-type: none"> • "Kansas City is a host city for Google Fiber ... The network is already attracting a number of smaller internet and data companies to the city and has the potential to make a significant economic impact." - Fitch Ratings • Local officials are using Google Fiber to attract more funding for local tech and data center growth — "Mayor (Sly) James told a legislative committee that Kansas City's partnership with Google would create 'massive' job and tax revenue opportunities tied to bioscience and data companies." - KC Business Journal
<p>What is Google currently doing in [my city]?</p>	<p>Google is working with us to explore bringing Google Fiber here. That takes two parts:</p> <ol style="list-style-type: none"> 1. Google is going to work on a detailed study of local factors that could affect construction, like topography (e.g., hills, flood zones), housing density and the condition of local infrastructure. 2. Meanwhile, will complete a checklist of items that will help them get ready for a project of this scale and speed.
<p>If Google comes, what will they offer?</p>	<p>Google Fiber offers 3 service packages in Kansas City currently:</p> <ul style="list-style-type: none"> • <i>Gigabit Internet plan</i>: up to 100 times faster than the Internet most Americans have at home today \$70/month, \$300 construction fee waived • <i>Gigabit Internet + TV plan</i>: includes hundreds of HD channels, \$120/month, \$300 construction fee waived • <i>"Free Internet" plan</i>: connects users to average broadband speeds (5 Mbps down, 1 up) for no recurring monthly fee. Pay construction fee of \$300 and service then no recurring monthly fee for 7 years.

Is Google asking for economic development incentives or tax credits?	No.
How can vendors or construction companies become a Google Fiber supplier?	Please ask them to send an email to: gfiber-vendor-management@google.com
Where can my constituents get more information?	Visit the following websites: Google Fiber Website and register to receive updates at https://fiber.google.com/other/ Google Fiber Blog: http://googlefiberblog.blogspot.com/ - for updates on all Google Fiber efforts