

## NETWORK HUT LICENSE AGREEMENT [SMYRNA]

This Equipment Housing License Agreement ("Agreement") is entered into by the City of Smyrna, a municipal corporation of the State of Georgia with its principal offices located at 2800 King St SE ("City") and Google Fiber Georgia LLC, a company with its principal place of business at 1600 Amphitheater Parkway, Mountain View, CA 94043 ("Licensee") identified on the signature page of this Agreement. City and Licensee agree to the terms and conditions set forth below.

- **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 ("Network Equipment") 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, subject to approval of City.
- **Location of Sites for Network Huts.** Licensee will identify and propose to the City the location of various City owned sites based upon the availability of suitable property. Licensee and City will work together to agree upon each Site to be used for each Network Hut in compliance with the City Code and applicable ordinances, which may include application fees, administrative or other review processes on a case-by-case basis. In addition, depending on the location of the Site, the City may require vegetative screening and related landscaping to be installed and maintained by Licensee to ensure that the Network Hut conforms to its general surroundings. 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" or "Site"), following authorization from City's governing body. 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. All utilities serving each Network Hut Site shall be coordinated by and paid for by Licensee. Licensee's occupancy and use of each Network Hut Site will be subject to all applicable laws, ordinances, rules, health and safety regulations and this Agreement, including the terms set forth in the applicable Site Terms.
- **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 sole purpose of constructing, operating and maintaining each Network Hut. Licensee shall conform to all security requirements of the location, including any security protocols, if any. City grants these rights solely to the extent it has such rights, title and interest in and to the Network Hut Site, without any express or implied warranties. Licensee shall obtain all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Licensee's services. Licensee shall construct the Network Hut in accordance with all applicable laws, insurance requirements, bonding requirements, and permitting requirements. Licensee shall operate each Network Hut in a manner that prevents any spread of contaminated or hazardous materials or noise. Licensee shall use and maintain the Network Hut Site in accordance with all applicable laws and reasonable requirements and shall keep the site secure (based on applicable standards) and shall be responsible for removing any debris, litter and graffiti from the Network Huts as necessary from time to time.

All construction and improvements shall be done in accordance with applicable building code requirements. Licensee shall utilize and install adequate protective equipment to ensure the safety of people and its facilities. Licensee may not sublet its rights obtained by this License to any other entity without first obtaining City's approval.

- **Ownership of Network Equipment and Alteration.** The Network Equipment and Network Huts installed by Licensee under the authority of this Agreement are and shall continue to be the property of the Licensee.
- **No Interest in Property.** No use of any City property or facilities and no payment of any fees or charges under this Agreement shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of the Site or adjacent property. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.
- **Emergency Access to Site.** City may access the Site during any public safety, health, or emergency situation (defined as being an imminent threat to persons or property) without prior notice to Licensee.
- **Relocation.** The City may require that the Network Equipment and/or Network Huts and all appurtenances be relocated from City property if the City determines that the applicable Network Hut Site is needed by City for a reasonable and necessary public use. The City shall use best efforts to provide sufficient property for Licensee to relocate and shall use reasonable efforts to find relocation property within close proximity to the existing Site. Notwithstanding the foregoing, the City shall not be required to purchase property or use its powers of eminent domain or other police powers in connection with such relocation. Upon receipt of notification by City to Licensee that the Network Equipment and/or Network Hut must be relocated, Licensee shall proceed with such relocation within a reasonable period of time not to exceed six (6) months of notice. Licensee will vacate the Site and return the Site to its original condition. If Licensee intends to abandon any Network Huts and/or Network Equipment, then Licensee shall notify Licensor of such abandonment and shall remove such facilities within a reasonable period of time, not to exceed six (6) months after providing notice.
- **Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The term of the Agreement shall begin on the Effective Date and shall end on the termination date of Licensee's franchise agreement, or legal rights to provide its services, or ten (10) years from the Effective Date of this Agreement, whichever is longer. Following the initial term, if Licensee continues to hold a franchise agreement or legal rights to provide its services, this Agreement shall be renewed for two (2) successive five (5) year periods unless Licensee provides City with written notice that it does not wish to renew the Agreement. Licensee must provide such written notice at least ninety (90) days prior to any renewal date of the Agreement. All Site Terms shall begin on the date executed and shall end on the termination date of this Agreement.

- **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 ninety (90) days prior 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 thirty (30) days of receipt of notice from City. Notwithstanding the foregoing, nothing within this Agreement shall waive the requirements that Licensee must meet, including legislative approval of any Site Term, upon acceptance of a replacement site. Within ninety (90) days of the expiration of the term or after any termination or expiration of this Agreement, in whole or in relation to a particular Network Hut Site, Licensee will vacate the Site and return Site to original condition.
- **Fees and Costs.** The annual rent shall be based on market rates as set out in Exhibit C for space necessary for the installation of a Network Hut. The fees shall be paid on an annual basis at the beginning of the term for each Network Hut Site. Licensee shall be responsible for all its costs associated with construction, operation, alteration, maintenance and relocation of the Network Hut and Network Hut Site. Payments shall be delivered by Licensee to the City within forty-five (45) days of the payment due date agreed upon by the parties.

Licensee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise fees and similar taxes and fees imposed upon the business conducted by Licensee at the Site.

- **Indemnification.** It is an express condition of this Agreement that Licensee hereby releases and shall indemnify, defend and hold harmless City, its elected officials, officers, agents, employees, successors, assigns, and its authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or in equity, and expenses of whatsoever kind or nature including, without limitation, those arising out of injury to or death of Licensee's employees, and in any manner, directly or indirectly, caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part by reason of any act, omission, fault or negligence, of Licensee, its employees, its contractors, its agents, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. Licensee's release, indemnity and hold harmless obligations shall include, but not be limited to, any death, injury, or damage to any person or persons or damage or destruction of property of Licensee, its employees, agents, or of any third persons, caused by the act or omission of any third persons while on or about the Site during the term of this Agreement. Licensee further agrees that this agreement to indemnify and hold City harmless shall not be limited to the limits or terms of the liability insurance required under this Agreement or Site Terms. This agreement to indemnify shall survive any termination or expiration of this Agreement for events that occurred during the term of this Agreement.

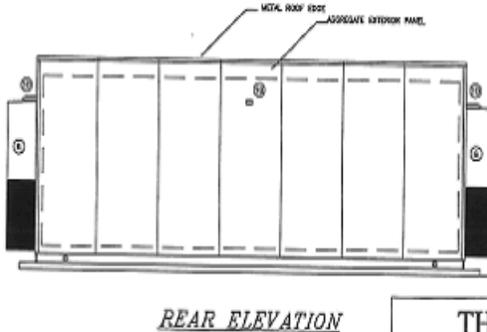
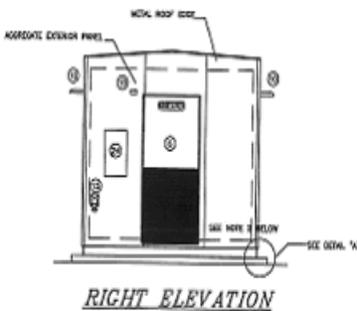
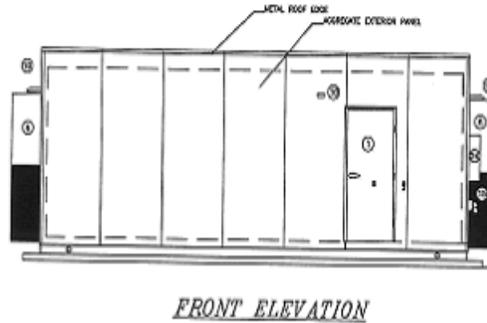
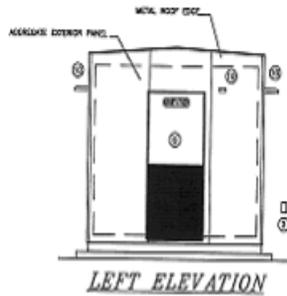
Licensee will have the right to control the defense of any such claim after reasonable consultation with City. If, in City's reasonable judgment, a conflict exists between the interests of City and Licensee in such a claim, City may retain its own counsel whose reasonable fees will be paid by Licensee.

- **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.
- **Insurance and Bonds.** Throughout the term of this Agreement, Licensee shall carry and maintain general liability, workers' compensation and other customary types of insurance and bonds as may be applicable to the use of Network Hut Sites pursuant to City's standard requirements for such coverages, as set forth in the attached Exhibit D. The required insurance coverage shall be issued by insurers duly qualified to offer and bind coverage within the state of Georgia.
- **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.
- **General Provisions.** This Agreement is governed by the laws of the State of Georgia. 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 ("Permitted Assignee"). As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of City, which such consent will not be unreasonably withheld, delayed or conditioned. 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. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third party beneficiaries. Nothing in this Section shall be read to require the City to renegotiate existing property agreements. 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).

<b>LICENSEE:</b> Google Fiber Georgia LLC	<b>CITY:</b> _____
<b>(Authorized Signature)</b>	<b>(Authorized Signature)</b>
<b>(Name)</b>	<b>(Name)</b>
<b>(Title)</b>	<b>(Title)</b>
<b>Address:</b> 1600 Amphitheatre Parkway	<b>Address:</b>
Mountain View, CA 94043	
<b>Date:</b>	<b>Date:</b>

**EXHIBIT A**  
**NETWORK HUT SPECIFICATIONS**

EXHIBIT B



1. NO TAGS OR ANY MARKING IS TO BE SHOWN ON THE EXTERIOR OF THE BUILDING OR DOORS. INSTALL 8"X8" ALUMINUM PLATE ON THE INTERIOR OF THE BUILDING FOR ALL TAGS AND INSIGNIAS.
2. ADD AN EXTENSION TO EACH AIR CONDITIONER DRAIN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION.

**PROJECT**  
**GOOGLE FIBER**

THIS DRAWING CONTAINS PROPRIETARY INFORMATION OF THERMOBOND BUILDINGS, LLC. IT IS INTENDED SOLELY FOR THE INFORMATION AND USE OF PARTIES CREATING AND MANUFACTURING THE EQUIPMENT DESCRIBED HEREIN AND MAY NOT BE USED, REPRODUCED OR DISCLOSED TO ANY OTHER PARTIES FOR ANY OTHER PURPOSE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THERMOBOND BUILDINGS, LLC.

**THERMOBOND BUILDINGS**

299 N. Creek P.O. Box 445, Elk Point, SD 57028-0445  
Phone: 605-396-2225, www.thermobond.com

Scale: 1/16" = 1'	Title: EXTERIOR LAYOUT FOR 11'-6"W. X 28'L. X 9'H. BLDG.
Date: 7/24/12	Project Number: ACG8651
Drawn By: DRL	Checked By: [blank]
Approved By: [blank]	Rev. Date: 4/12/12

**Exhibit B-1**

**NETWORK HUT SITE TERMS**

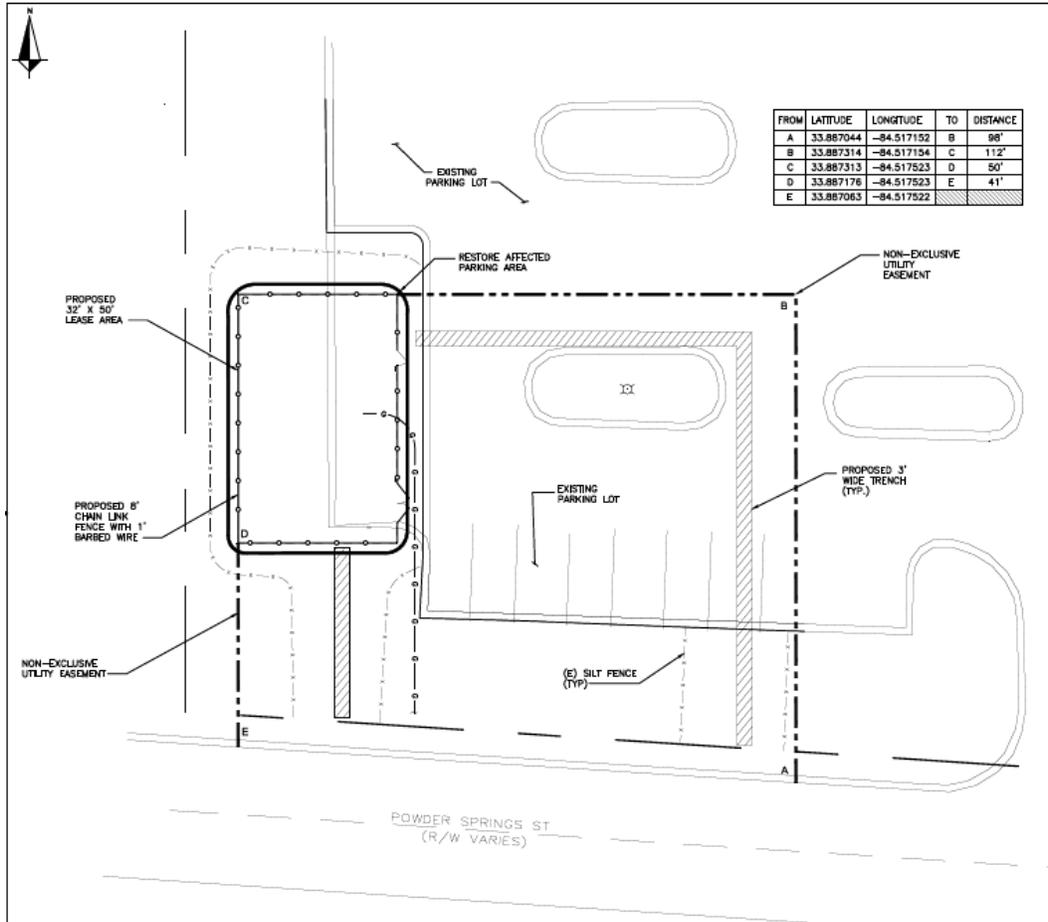
- **Description and Site Map of City-Owned Parcel Containing Network Hut Site.**

Network Hut Site #108

Parcel address:  
SE Powder Springs St.  
Smyrna, GA 30080

See attached site map for further details, including parcel identifying information and a drawing showing the location of the Network Hut Site within the parcel.

- **Other terms or requirements applicable to Network Hut Site.**
  - a) This License includes the grant of an easement, to Licensee and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Licensee's Network Hut to utility service lines. Licensee will consult with the City of Smyrna regarding the location and placement of any new utility service lines. Licensee and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b) Licensee has the right to enter and traverse City-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Licensee does not interfere with City's use of such property.
  - c) Depending on the location of the Site, the City may require, in a form mutually agreeable to both parties, vegetative screening and related landscaping to be installed and maintained by Licensee to ensure that the Network Hut conforms to its general surroundings. Details of vegetative screening plans will be submitted with the building permit.
  
- **Square Footage.** For purposes of calculating the applicable annual fee specified in Section 6 of the Agreement, this Network Hut Site consists of 1,600 square feet.



 <b>BECHTEL INFRASTRUCTURE AND POWER CORPORATION</b> 5275 WESTVIEW DRIVE FREDERICK, MD. 21703 PHONE: 301.228-8000	<b>FIBER HUT</b> ATL108 2687-2798 POWDER SPRINGS ST SE. SMYRNA, GA 30080	<b>Google Fiber Project</b> Atlanta Metro	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> <th>CHK</th> <th>APP</th> <th>PRP</th> </tr> </thead> <tbody> <tr> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISIONS	BY	CHK	APP	PRP								<b>Google</b> LEASE AREA PROJECT NUMBER 25927-230
NO.	DATE	REVISIONS	BY	CHK	APP	PRP												

**EXHIBIT B-1**  
**LEGAL DESCRIPTION**  
**HUT SITE ATL108**  
**LEASE AREA**

A tract of land being part of Land Lot(s) 520 in district 17 of Cobb County, Georgia, more particularly described as follows:

Commencing at the right of way of Powder Springs Street and Atlanta Road; running thence North 89 degrees 54 minutes 11 seconds West for a distance of 425.97 feet to a point; thence North 86 degrees 15 minutes 21 seconds West for a distance of 20.05 feet to a point; thence North 0 degrees 27 minutes 27 seconds West for a distance of 47.22 feet to a point; thence North 88 degrees 4 minutes 7 seconds West for a distance of 138.68 feet to a point; thence South 0 degrees 0 minutes 0 seconds West for a distance of 6.79 feet to an iron pin set at the

True Point of Beginning; thence North 90 degrees 0 minutes 0 seconds West for a distance of 32.00 feet to an iron pin set; thence North 0 degrees 0 minutes 0 seconds East for a distance of 50.00 feet to an iron pin set; thence South 90 degrees 0 minutes 0 seconds East for a distance of 32.00 feet to an iron pin set; thence South 0 degrees 0 minutes 0 seconds West for a distance of 50.00 feet to an iron pin set at the True Point of Beginning, said Tract containing 1,600 square feet or 0.037 acres. Subject to all easements and restrictions of record.

## **Exhibit B-2**

### **NETWORK HUT SITE TERMS**

- **Description and Site Map of City-Owned Parcel Containing Network Hut Site.**

Network Hut Site #114

Parcel address:

North Cooper Lake Park Road  
Smyrna, GA 30082

See attached site map for further details, including parcel identifying information and a drawing showing the location of the Network Hut Site within the parcel.

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

a) This License includes the grant of an easement, to Licensee and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Licensee's Network Hut to utility service lines. Licensee will consult with the City of Smyrna regarding the location and placement of any new utility service lines. Licensee and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.

b) Licensee has the right to enter and traverse City-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Licensee does not interfere with City's use of such property.

c) Depending on the location of the Site, the City may require, in a form mutually agreeable to both parties, vegetative screening and related landscaping to be installed and maintained by Licensee to ensure that the Network Hut conforms to its general surroundings. Details of vegetative screening plans will be submitted with the building permit.

- **Square Footage.** For purposes of calculating the applicable annual fee specified in Section 6 of the Agreement, this Network Hut Site consists of 1,600 square feet.

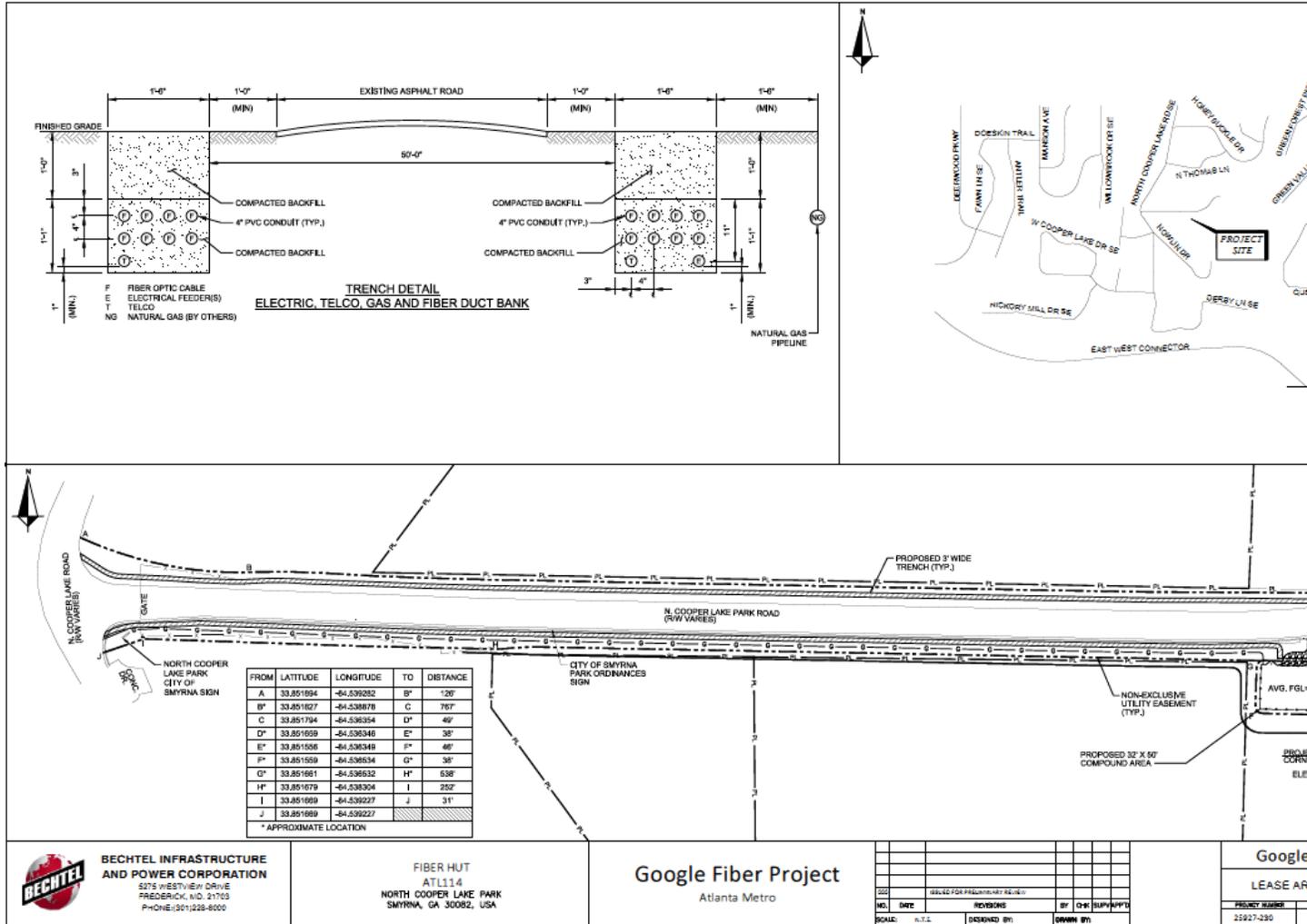


EXHIBIT B-2

LEGAL DESCRIPTION

HUT SITE ATL114

LEASE AREA

A tract of land being part of Land Lot(s) 387 in district 17 of Cobb County, Georgia, more particularly described as follows:

Commencing at an iron pin found at the corner of the intersection of North Cooper Lake Road and North Cooper Lake Park Road; running thence South 89 degrees 51 minutes 50 seconds East for a distance of 791.89 feet to a point; thence South 89 degrees 10 minutes 13 seconds East for a distance of 25 feet to a point; thence South 1 degree 26 minutes 23 seconds West for a distance of 16.45 feet to a point; thence South 88 degrees 33 minutes 37 seconds East for a distance of 35 feet to an iron pin set at the True Point of Beginning; thence South 1 degree 26 minutes 23 seconds West for a distance of 32.00 feet to an iron pin set; thence North 88 degrees 33 minutes 37 seconds West for a distance of 50.00 feet to an iron pin set; thence North 1 degree 26 minutes 23 seconds East for a distance of 32.00 feet to an iron pin set; thence South 88 degrees 33 minutes 37 seconds East for a distance of 50.00 feet to an iron pin set at the True Point of Beginning, said Tract containing 1,600 square feet or 0.037 acres. Subject to all easements and restrictions of record.

### **Exhibit B-3**

#### **NETWORK HUT SITE TERMS**

- **Description and Site Map of City-Owned Parcel Containing Network Hut Site.**

Network Hut Site #129

Parcel address:  
Park Cir SE  
Smyrna, GA 30080

See attached site map for further details, including parcel identifying information and a drawing showing the location of the Network Hut Site within the parcel.

- **Other terms or requirements applicable to Network Hut Site.**
  - a) This License includes the grant of an easement, to Licensee and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Licensee's Network Hut to utility service lines. Licensee will consult with the City of Smyrna regarding the location and placement of any new utility service lines. Licensee and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b) Licensee has the right to enter and traverse City-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Licensee does not interfere with City's use of such property.
  - c) Depending on the location of the Site, the City may require, in a form mutually agreeable to both parties, vegetative screening and related landscaping to be

installed and maintained by Licensee to ensure that the Network Hut conforms to its general surroundings. Details of vegetative screening plans will be submitted with the building permit.

- **Square Footage.** For purposes of calculating the applicable annual fee specified in Section 6 of the Agreement, this Network Hut Site consists of 1,600 square feet.
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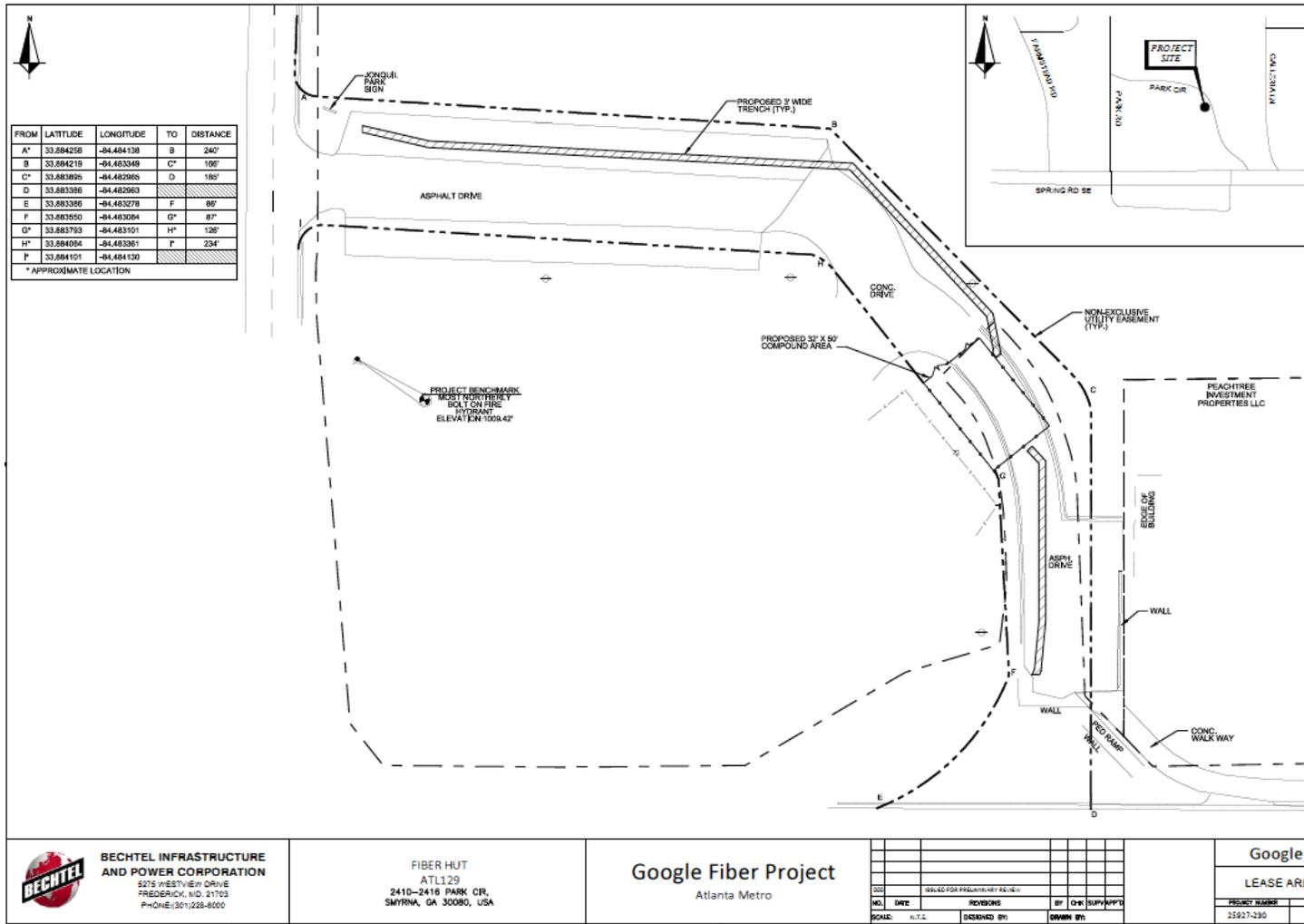


EXHIBIT B-3

LEGAL DESCRIPTION

HUT SITE ATL129

## LEASE AREA

A tract of land being part of Land Lot(s) 809 in district 17 of Cobb County, Georgia, more particularly described as follows:

Commencing at the right of way of the intersection of Spring Road SE and Park Road; running thence North 03 degrees 18 minutes 03 seconds West along the right of way of Park Road for a distance of 271.99 feet to a point; thence South 86 degrees 39 minutes 25 seconds East for a distance of 232.20 feet to a point; thence South 37 degrees 50 minutes 45 seconds East for a distance of 89.80 feet to an Iron Pin Set at the True Point of Beginning; thence South 38 degrees 33 minutes 44 seconds East for a distance of 50.00 feet to an Iron Pin Set; thence South 51 degrees 26 minutes 16 seconds West for a distance of 32.00 feet to an Iron Pin Set; thence North 38 degrees 33 minutes 44 seconds West for a distance of 50.00 feet to an Iron Pin Set; thence North 51 degrees 26 minutes 16 seconds East for a distance of 32.00 feet to an Iron Pin Set at the True Point of Beginning, said tract containing 1,600 square feet or 0.037 acres. Subject to all easements and restrictions of record.

## EXHIBIT C

### RENTAL RATES

Licensee agrees to pay to City the annual fee of \$3 per square foot for each Network Hut Site.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

A. General Provisions

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until a certificate evidencing the insurance required by this License, the amount of any self-insured retentions and the endorsement listing the City as an additional insured shall be provided.

2. Minimum Financial Security Requirements

All companies providing insurance under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, City will notify Licensee in writing. Licensee must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit C must be maintained during the entire term of the agreement, including any renewal or extension terms.

4. Notices of Cancellation & Renewal

The policy or policies shall name the City, its officers, boards, commissions, agents and employees as additional insureds to the full limits of liability purchased by Licensee even if those limits of liability are in excess of those required by this Agreement. The City's \_\_\_\_\_ will be included as a person to be notified under the policy.

B. Workers' Compensation and Employer's Liability Insurance

Licensee must procure and maintain Workers' Compensation Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation. . . . . **Statutory**

C. Commercial General Liability Insurance

Licensee must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

Contractual Liability

Broad Form Property Damage

Premises Operations

Fire Legal Liability

Medical Expense

Independent Contractor/Consultants/Sub-Contractor/Consultants

Additional Insured Endorsement\* (primary& non-contributing in favor of the City)

Waiver of Subrogation in favor of the City