

STRUCTURE ATTACHMENT AND CONDUIT OCCUPANCY AGREEMENT

This Structure Attachment and Conduit Occupancy Agreement (the "Agreement"), is made and entered into this ____ day of ___, 2014, by and between the City of Overland Park, Kansas a municipal corporation duly organized under laws of the State of Kansas ("Licensor" and sometimes referred to as "City"), and Google Fiber Kansas, LLC, a Kansas limited liability company ("Licensee") (each a "Party" and collectively, the "Parties").

RECITALS

A. Licensor owns, leases, or operates light poles and other structures and improvements on real property in the City of Overland Park, Kansas ("Structures"); and

B. Licensor owns, leases or operates, a network of conduits and ducts ("Conduit"); and

C. Licensor, as the municipal government of the City has the ownership of land or other property ("Public Property"); and

D. Licensor has the right to use the City's public right of way (a "Right-of-Way") and Public Property to place and to provide passage to Structures, Conduits, and other facilities and equipment; and

E. Licensee proposes to furnish ultra high-speed communications services in the City, and desires to place and maintain antennas, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, transmitters, transceivers, materials, appurtenances, or apparatus of any sort necessary or desirable for Licensee to operate its businesses as such businesses may evolve, develop, or change at any time while this Agreement remains in effect ("Equipment") on Licensor's Structures and in Licensor's Conduits, and to access those Structures and Conduits on or in Public Property and the Right-of-Way of Licensor throughout Overland Park, Kansas; and

F. In consideration for Licensee paying the Rental Fees (as defined below), Licensor desires to provide Licensee with a non-exclusive license for the use of space on or in its Structures and Conduits and, for purposes of access to its Structures and Conduits, on or in Public Property and the Right-of-Way of Licensor throughout Overland Park, Kansas; and

G. Certain third party utility service providers operate within the City, and Licensee acknowledges that it must negotiate pole attachment agreements with said third parties to govern Licensee's attachments to such third party utility service providers' poles or structures independent of this Agreement with Licensor.

In consideration of the mutual covenants, terms, and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

Section 1.01 Service Area

This Agreement shall apply to Licensor Structures, Conduits, and Right-of-Way now existing or hereafter constructed or obtained throughout Overland Park, Kansas.

Section 1.02 Authorization

Subject to the provisions of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor (i) a non-exclusive license to occupy, place, and maintain Licensee's Equipment on certain Licensor Structures to be agreed upon by Licensor and Licensee, (to be paid for by Licensee as set forth in Article VII), whether City-owned or leased (to the extent permitted pursuant to any such leases); and (ii) a non-exclusive license to occupy, place, and maintain Licensee's Equipment in certain Licensor Conduits. Placement of Licensee's Equipment on light poles and in Conduits shall be at the reasonable discretion of Licensor as set forth in Section 2.02 below, subject to Licensor's Permit requirements and state and federal law; placement of Licensee's Equipment on all other Structures and Public Property shall be at the sole discretion of Licensor so long as Licensee is treated in a competitively neutral, non-discriminatory manner as compared with other similarly situated third-parties.

Section 1.03 No Property Right

No use of Licensor's Structures or Conduits, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership of property rights in such Structures or Conduits or right to use or direct the use or limit the use of such Structures or Conduits except as expressly set forth herein. Licensor reserves to itself the first priority in the use of Structures and Conduit. In the event of any conflict between the use of a Structure or Conduit by Licensor and Licensee, the use of a Structure or Conduit for its intended public purpose and/or any other essential City services to residents of the City shall prevail and have priority over Licensee's use of the Structure or Conduit.

Section 1.04 Discrimination

Licensor shall treat Licensee in a competitively neutral, non-discriminatory manner as compared with other attachers to its Structures and Conduits. Upon Licensee's request, Licensor shall provide Licensee with a copy of all agreements where Licensor makes access to its Structures and Conduits available to third-parties in accordance with the notice requirements herein. In the event that Licensor makes available any terms or conditions for Structures or Conduit which are, in the context of the same or similar circumstances, more favorable to one or more other attachers than to Licensee as set forth herein, Licensor shall, upon a reasonable request from Licensee, provide an amendment to this Agreement to make those same terms and conditions available to Licensee for future attachments or placements. 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.

Section 1.05 Post-Termination Rights

Upon termination of this Agreement for any reason (other than failure to pay the rental fees in Section 7.01 or 7.02 hereof), Licensee, at the request of Licensor, may maintain its Equipment on and in Licensor's Structures and Conduits, but may no longer add new Equipment. Except as set forth in Section 2.15, existing Equipment will continue to be subject to the terms of this Agreement until such Equipment is removed by Licensee from Licensor's Structures and Conduits.

Section 1.06 Authorizations Required

Licensee acknowledges that Licensor shall require a separate application for each request to place Equipment on or in Licensor's Structures or Conduits. Licensee shall secure all authorizations, franchises, licenses, permits, and consents ("Permits") required for the construction, operation, and maintenance of its Equipment. If any required Permit obtained by Licensee is subsequently revoked or denied for any reason, Licensee shall retain the right to pursue and exhaust all legal, administrative, and equitable remedies, in any available forum, before Licensor may revoke Licensee's right to attach the Equipment requiring such Permit to Licensor's Structures or revoke Licensee's right to occupy Licensor's Conduits with the Equipment requiring such Permit.

Section 1.07 Term

This Agreement shall become effective upon the date first written above (the "Effective Date") above and shall continue in effect for ten (10) years. This Agreement will automatically renew for up to three (3) successive five (5) year periods, unless Licensee is no longer operating its network within Overland Park, Kansas.

Section 1.08 Licensor's Rights over Facilities

Subject to the provisions of Section 2.08 below, the Parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain or remove its Structures and Conduit in the manner that will best enable it to fulfill its own governmental requirements.

ARTICLE II. PLACING, TRANSFERRING, OR REARRANGING ATTACHMENTS

Section 2.01 Application; Confidentiality

Before attaching any Equipment to any Licensor Structure or placing any Equipment in any Licensor Conduit (other than a new or existing service wire drop that is attached to the same Structure as an existing attachment of Licensee), Licensee shall submit an application to

Licensor for consent for such attachment or placement. All materials submitted by Licensee in connection with such application shall be handled and reviewed only by those Licensor employees and contractors directly responsible for the coordination and administration of such requests. Licensee's plans, designs, drawings or specifications that are of a confidential, proprietary, and commercially sensitive nature ("Confidential Information") and shall not be disclosed by Licensor or its employees or contractors for any reason other than (a) as required by the Kansas Open Records Act at K.S.A. 45-215 *et seq.* (the "KORA"), or as otherwise required by law, and (b) as necessary in connection with processing and administering the Licensee's application to attach Equipment to Structures or place Equipment in Conduits.

Section 2.02 Grant or Denial of Access

Except as set forth in Section 1.02 above and except as otherwise provided by law, Licensor reserves the right to deny or modify Licensee access to any Structure or Conduit, on a competitively-neutral and non-discriminatory basis, where Licensor determines that Licensee's proposed attachment will (a) jeopardize the public health, safety or welfare, or (b) unreasonably limit or harm the capacity, functionality, reliability, governmental interests or aesthetics of Licensor's facilities, or (c) violate applicable zoning restrictions or other laws and regulations, or (d) exceed the capacity of the Structures or Conduit to include taking into consideration the reserved capacity of the Structures or Conduit, or (e) interfere with the Licensor's intended use of the Structures or Conduit; provided, however, that before Licensor denies access, Licensor shall explore potential accommodations in good faith and take all reasonable steps to accommodate Licensee's request for access. Licensor shall either grant or deny access to a Structure or Conduit within thirty (30) days of Licensee's written request; the Licensor's grant may include a Make Ready Estimate as described in Section 2.04. If Licensor denies access, subject to the terms of Section 2.05 hereof, then Licensor must use best efforts to provide notice in writing within thirty (30) days of Licensee's application with information to support its denial.

Section 2.03 Make Ready Survey

When Licensor receives an attachment or placement request from Licensee, a make-ready-survey (the "Make Ready Survey") may be necessary, at Licensee's cost, to determine the adequacy of the existing Structures or the capacity of Conduit to accommodate Licensee's Equipment without jeopardizing the safety of Licensor's facilities or placing Licensor in violation of generally applicable zoning restrictions. Licensee shall be responsible for performing and paying all costs associated with the Make Ready Survey. Licensee may perform a field inspection and structural analysis as part of the Make Ready Survey. Licensee shall provide reasonable advance notice of such a field inspection and a representative of Licensor has the right to be present for the inspection. The Licensor shall review and approve the Licensee's Make Ready Survey within five (5) business days. If the attachment request is not approved or denied by Licensor within five (5) business days of receipt of the Make Ready Survey, the request shall be deemed approved. By mutual agreement, the Parties may extend the five (5) business days' deadline for review and approval of a Make Ready Survey.

Section 2.04 Make Ready

- (a) Except where Licensor denies the application to the extent permitted by this Agreement, whenever any Structure or Conduit to which Licensee seeks attachment or occupancy requires modification or replacement to accommodate both Licensee's Equipment and Licensor's existing attachments or equipment and the attachments and equipment of other pre-existing attachers and occupants, Licensee, at Licensee's cost, will provide Licensor a detailed, good faith estimate of make ready work (the "Make Ready Estimate") it believes to be necessary to prepare the Structure or Conduit for Licensee's Equipment (the "Make Ready Work"). All Make Ready Work will be performed at the sole cost and expense of Licensee. The Make Ready Work may include engineering, design, planning, construction, materials, cost of removal (less any salvage value), cost of transferring Licensor's facilities and those of other users of the Structure or Conduit, and cost of expanding existing Conduit, in each case as reasonably necessary for the installation of Licensee's Equipment on a Structure or Conduit.
- (b) After creating the Make Ready Estimate, if Licensee still desires to make the Structure attachment or utilize the Conduit, Licensee may retain contractors to perform all the Make Ready Work. The contractors shall be approved by Licensor to work on or in its Structures and Conduits. Approval shall be based upon reasonable and customary criteria employed by the Licensor in the selection of its own contract labor
- (c) If Licensee submits an application that affects existing attachments or occupancy, Licensor will use commercially reasonable efforts to notify third-party owners and coordinate the rearrangements of such attachments. To the extent third-party equipment is affected by Licensee's application, the Licensor will follow the procedure as described in this section 2.04, but only to the extent such third-parties do not elect to perform the rearrangement or are not already obligated to rearrange attachments and bear the expense of such rearrangement and coordination under a pre-existing separate agreement.

Section 2.05 Deemed Granted

If access is not granted or denied by Licensor within thirty (30) days of Licensee's written request, and Licensor has not been in communication with Licensee over such thirty (30) day period, Licensee may provide written notice of the same to Licensor and if Licensor shall fail to respond within five (5) business days, then the application will be deemed granted. The Parties agree and acknowledge that the grant or denial of Licensee's request may take longer than thirty (30) days if the Parties are communicating and mutually proceeding diligently with the application in good faith. When a request is deemed granted, the Licensee may retain its own contractor to perform the Make Ready Work.

Section 2.06 Structures and Conduit – Rights of Third Parties

Licensee agrees to comply with all federal, state and local laws, rules, orders and regulations ("Requirements") that are applicable in connection with the installation and operation of equipment and facilities on Structures and in Conduit, including without limitation, such

Requirements governing interference with other providers/attachers, and Licensor agrees to require any later attaching third-parties to comply with the Requirements.

The rights of any third-parties to whom Licensor confers Structure attachment or Conduit occupancy rights after the Licensee shall be subject to the rights of the Licensee as set forth herein. Further, the Licensor shall not license any Conduit or Structure occupied by Licensee, or for which an application for occupancy or attachment from Licensee has been received by Licensor and is pending, for use by any other person or entity where it is determined that such third-party use would unreasonably interfere with Licensee's Equipment pursuant to the Requirements, unless access for such other person or entity is otherwise required by applicable state or federal law. If access is granted to a third-party pursuant to state or federal law, then Licensor shall give Licensee prior written notice of any such grant of third-party access and give Licensee reasonable time to remove and relocate equipment prior to that time any third party is able to access any Conduit or Structure previously occupied by or attached to by Licensee.

If Licensor grants Structure attachment or Conduit occupancy rights to any third-party prior to Licensee applying for or being granted such rights, Licensee shall be subject to the rights of said third-party attacher, unless it is determined that Licensee access would not unreasonably interfere with such third-party's equipment pursuant to the Requirements or if such access is required by state or federal law. This Section 2.06 shall not be deemed to otherwise limit the Licensor from using any Conduit or Structure in connection with providing its own services or from licensing any Conduit or Structure to another person or entity if no application from Licensee is pending or such Conduit or Structure is not occupied by Licensee.

Section 2.07 Structure and Conduit Maintenance

The expense of maintaining the Licensor's Structures and Conduits shall be borne exclusively by Licensor and Licensor shall maintain its Structures and Conduits in a safe and serviceable condition in Licensor's sole discretion, and shall replace, remove, reinforce, or repair such Structures and Conduits as they become defective. Licensor shall be responsible for routine and periodic tree trimming and brush cutting as appropriate or necessary, in Licensor's sole discretion, to avoid contact with, or jeopardizing the functionality of, Structures utilized by Licensee. Licensor shall be solely responsible for collection of costs of damages to Licensor's Structures and Conduits broken or damaged by third-parties. Licensee shall be responsible for repair, maintenance, aesthetic appearance and collection of costs of damages to its own Equipment. Nothing in this Agreement shall be construed to be a guaranty of the condition of any Structure or Conduit by Licensor in connection with Licensee's placement of its Equipment in or on Licensor's Structures or Conduit or impose any obligation upon Licensor to repair or replace an existing Structure or Conduit in order to accommodate a request by Licensee to install Equipment on or in an existing Structure or Conduit.

Section 2.08 Structure and Conduit Replacement

Licensor shall have the right to relocate Licensee's Equipment on Licensor's Structure or within Licensor's Conduit system if deemed necessary by Licensor for any public project or improvement provided that such relocation does not adversely affect the accessibility, reliability,

or protective safety features of Licensee's Equipment and/or adversely affect Licensee's services to its customers. Licensor shall provide Licensee with thirty (30) days' advance notice of any such relocation required as a result of any public projects or improvements deemed necessary for public health and safety or other reasonable governmental purpose. Upon receipt of notification by Licensor to Licensee that Licensee's equipment needs to be relocated, the Parties will, within five (5) working days, mutually agree upon the length of time it will take for Licensee to accommodate such request, and upon and in accordance with the terms of such agreement, Licensee shall proceed with such relocation. Licensee shall bear the cost of any such relocation. Licensee has the right to observe any relocation of Licensee's Equipment. Licensor shall mark or tag any relocated Equipment with appropriate identification of Licensee. Licensor shall use commercially reasonable efforts to ensure that Licensee shall have reasonably equivalent access to and ability to maintain any relocated Equipment. Nothing herein shall be deemed to limit Licensor's authority to relocate Licensee's Equipment during an Emergency as set out in Section 2.12(b) of this Agreement.

The provisions in this Section 2.08 shall be subject to and limited by the terms of the Overland Park City Code, including the right of way ordinances as set forth therein.

Section 2.09 Installation

Licensee, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own Equipment on Licensor's Structures or in Licensor's Conduits. Licensee at all times shall perform such work and operate its Equipment in such manner as not to interfere with the service or operations of Licensor or any other Structure attacher or Conduit occupant. In the event any lien is filed upon any of the Licensor's Structures, Conduit or other property as a result of any claim against Licensee, Licensee agrees, within 120 days of the filing of such lien, to cause the same to be released of record by payment or posting of a bond in a form and issued by a surety acceptable to Licensor; provided however, that the Licensee shall have the right to contest in good faith said mechanics' liens, and in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom as long as such lien is bonded over and/or released of record as set forth herein.

Section 2.10 Subsequent Attachment by Third-Party Attachers

If at any time subsequent to Licensee's attachment to a Structure, a third-party requests that Licensor provide access to that same Structure, the following procedures shall apply:

- (a) If it is determined that Make Ready Work on Licensee's attachment(s) will be necessary to accommodate such third-party's equipment, the Licensee will provide the cost estimate to the attaching third-party for Licensee or its Approved Contractor to complete the Make Ready Work. In Licensee's sole discretion and upon Licensee's written instruction, Licensee or the third party attacher or its contractor shall complete the Make Ready Work on Licensee's attachment at the sole expense of the third party attacher.

- (b) Licensee will communicate with Licensor with respect to the rearrangement of Licensee's Equipment, and Licensor shall be responsible for communicating such information to and from third-parties.
- (c) Except where such rearrangement is for the benefit of Licensee and as may be required under Section 2.08 herein, Licensee shall not be responsible for paying any charges attributable to the rearrangement of its Equipment to accommodate a third-party attacher.
- (d) Licensee shall make all rearrangements of its Equipment necessary for third-party attachers within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or service denial to Licensee's customers.

Section 2.11 Compliance with Safety Codes

When a Permit is issued pursuant to this Agreement, Licensee's Equipment shall be installed and maintained in accordance with all applicable standards. Licensee shall be responsible for the installation and maintenance of its Equipment. Licensee shall place and maintain its facilities attached to Licensor Structures or in Licensor Conduits in good and safe condition and in thorough repair, and in compliance with applicable law, permits, codes and with such requirements and specifications as required by any regulatory agency or other authority having jurisdiction.

Section 2.12 Nonconforming Equipment

- (a) If any attachment is not placed and maintained in accordance with Section 2.11 above, upon notice by Licensor, Licensee shall use commercially reasonable efforts to timely perform all work reasonably necessary to correct conditions of Licensee's noncompliance. For purposes of this paragraph, compliance shall be deemed timely if performed during Licensee's regularly scheduled maintenance activities or under a plan approved by Licensor, unless such noncompliance creates an Emergency (as defined below).
- (b) In the event Licensor determines in good faith that a particular condition or situation is an Emergency, Licensor may arrange to relocate, replace, remove, renew, or disconnect Licensee's facilities and transfer them to substituted Structures or Conduits or perform any other work in connection with Licensee's Equipment that may be required during the Emergency. Licensor shall also endeavor to provide Licensee with the best practicable notice of the situation so that Licensor and Licensee, if possible, may coordinate their responses to the Emergency. If notice is impossible during the Emergency, Licensor shall notify Licensee of any Emergency and any relocation, replacement, or removal affecting Licensee's Equipment as soon as reasonably practicable. An "Emergency" is conditions that (i) pose an immediate threat to the safety of utility workers or the public; (ii) materially and adversely interfere with the performance of Licensor's or other attachers' service obligations; or (iii) pose an immediate threat to the integrity of Licensor's or other attachers' equipment or Structures.

Section 2.13 Reasonable Precautions

Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other Party.

Section 2.14 Removal of Attachments by Licensee

Licensee, at any time, may remove its Equipment from any Structure(s) or Conduit(s) of Licensor, and shall give Licensor written notice within seven (7) days of such removal. After removal, Licensee shall restore Licensor's Structures or Conduits to their condition immediately prior to the date such attachments were made, excepting normal wear and tear. Any applicable rental fees shall cease with respect to such removed Equipment as of the date of such notice.

Section 2.15 Abandonment

Licensee shall have the right to abandon Equipment located within Licensor's Conduit system or on Licensor's Structures by written notice to Licensor. Rental Fees shall cease with respect to such Equipment as of the date of such notice. In the event abandoned equipment is not removed by Licensee within a reasonable period of time not to exceed two (2) years, ownership of such equipment shall revert to Licensor.

The provisions in this Section 2.15 shall be subject to and limited by the terms of the Overland Park City Code, including O.P.M.C. Section 13.12.430.

Section 2.16 Interference

Licensee shall not allow its Equipment or operations to impair the Licensor's ability to place, locate, operate, use or repair Licensor's Structures or Conduit, nor shall Licensee require Licensor to place, locate or operate Structures and Conduit for a primary purpose other than providing city services.

ARTICLE III. INSPECTIONS

Section 3.01 Post-Installation and Safety Inspections

Licensor reserves the right to inspect each new Licensee installation on Licensor Structures and in Licensor Conduit. Licensor also reserves the right to make periodic inspections, as conditions may warrant, to determine if Licensee's construction complies with the approved application and/or applicable law.

Section 3.02 Facilities Inventory

Licensor shall have the right to require a jointly conducted physical inventory of Licensee's Equipment on Licensor Structures and in Licensee Conduit upon ninety (90) days' advance written notice. In such event, Licensor may select an independent contractor for the performance

of such physical inventory through a competitive bid process. Licensee shall be permitted to supplement Licensor's invitation to bid list to include contractors designated by Licensee. A jointly conducted physical inventory shall be taken no more frequently than once every three years. If the facilities of more than one joint-user are inventoried, each such joint-user shall contribute a proportionate share of the costs of such inventory.

As an alternative to performance of the jointly conducted physical inventory, the Parties may, if mutually agreed, determine the number of attachments and feet of occupancy from existing maps and/or attachment records provided that such maps or records exist and provided that each Party agrees that results with reasonable accuracy can be achieved. If the Parties agree to this method, any maps and/or records belonging to one of the Parties and utilized to count attachments and Conduit occupancy shall be made available to the other Party and the number of attachments and feet of Conduit occupancy shall be determined through a mutual and cooperative effort of both Parties. The results of attachment and occupancy counts performed in this manner shall be treated, for the purpose of determining rentals and other charges due for unauthorized attachments, as if results were achieved by an actual jointly conducted physical inventory.

Section 3.03 Inventory Disparity

- (a) In the event that the number of Structures or feet of Conduit to which Licensee has attached or placed its Equipment differs from the number shown in Licensor records, the Licensor records shall be revised and the rental obligations due shall be revised as of the date of the completion of the jointly conducted physical inventory or the attachment count based on maps and records. No back payment or refund shall be due in the event of an inventory disparity, whether the total number of Structures and Conduit feet was more or less than the Licensor's records.
- (b) Upon forty-five (45) days' notice from Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for consent to such attachment or remove such attachment.

ARTICLE IV. LICENSOR ABANDONMENT OF STRUCTURES AND CONDUITS

If Licensor desires at any time to abandon any Structure or Conduit which is being used by Licensee pursuant to this Agreement, then it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Structure or Conduit. For purposes of this Article, the term "Abandon" shall mean the demolition or removal of such Structure or the permanent disposal of City Property through such means as a sale, vacation or similar method. If, at the expiration of such period, Licensee has not removed all of its Equipment from such Structure or Conduit, Licensor may remove the Equipment or offer to sell the Structure or Conduit to Licensee. If Licensee elects to purchase the Structure or Conduit, Licensee shall pay Licensor a sum equal to the current in-place value less expired service life of such abandoned Structure(s) or Conduit(s) at time of abandonment or as otherwise mutually agreed to by the parties.

ARTICLE V. ACCESS TO PROPERTY

Section 5.01 Access to Public Property

In connection with performance of this Agreement, Licensee and any of its employees or contractors shall have reasonable access to the parts of any real property, or improvements upon real property, that Licensor owns, leases, controls, or manages (“Licensor’s Property”), including but not limited to stairways, elevators, hallways, pathways, ladders, lobbies, and entryways, which Licensee must use to access the location of any attachment and related Equipment on any Structure or in any Conduit. Licensor may place reasonable restrictions on Licensee’s access to Licensor’s Property, provided that such restrictions do not unreasonably interfere with Licensee’s ability to access its attachments and related Equipment, and provided that such restrictions do not unreasonably interfere with Licensee’s ability to transport Equipment to its attachment locations.

Section 5.02 Access to Right-of-Way

Pursuant to the O.P.M.C. Chapter 13.12 – Managing the Use and Occupancy of the Public-Right-of-Way, and all amendments thereto (the "Right-of-Way Ordinance"), Licensor shall provide Licensee with access to and use of such Right-of-Way to the same extent that third parties may access or use such Right-of-Way, including but not limited to access for ingress, egress, or other access and to construct, utilize, maintain, modify, and remove Equipment for which Structure attachment, Conduit occupancy, or Right-of-Way use licenses have been issued, provided that any agreement with a third-party under which Licensor holds such rights expressly or impliedly grants Licensor the right to provide such rights to others.

ARTICLE VI. CONDUIT PROCEDURES

Section 6.01 Conduit Specifications

Licensee’s Equipment placed in Licensor’s Conduit system must meet all of the following physical design specifications:

- (i) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in Licensor’s Conduit.
- (ii) The integrity of Licensor’s Conduit system and overall safety of Licensor’s personnel and other personnel working in Licensor’s Conduit system requires that “dielectric cable” be placed when Licensee’s cable facility utilizes an alternative duct or route that is shared in the same trench by any current-carrying facility of a power utility.
- (iii) New construction splices in Licensee’s fiber optic cables shall be located in manholes, pull boxes or handholes.

- (iv) Flexible fabric innerduct shall be used in Conduits where new cable is deployed or where more than one cable is within the Conduit, and at least one empty cell shall be reserved for future use by the City and its affiliates.

The following specifications apply to connections of Licensee's Conduit to Licensor's Conduit system:

- (i) Licensee will be permitted to connect its Conduit only at a Licensor manhole.
- (ii) No attachment will be made by entering or breaking into Conduit between manholes.
- (iii) All necessary work to install Licensee Equipment will be performed by Licensee or its contractor at Licensee's expense.
- (iv) In no event shall Licensee or its contractor "core bore" or make any other modification to Licensor manhole(s) without the prior written approval of Licensor, which approval will not be unreasonably delayed, withheld, or conditioned.

If Licensee's Conduit enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into Licensor's Conduit system.

Section 6.02 Opening of Manholes

The following requirements apply to the opening of Licensor's manholes:

- (i) Licensor's manholes shall be opened only as permitted by Licensor's authorized employees or agents, including authorized third-party contractors, which permission shall not be unreasonably denied, delayed, or conditioned.
- (ii) Except in the event of an emergency, Licensee shall notify Licensor forty-eight (48) hours in advance of any routine work operation requiring entry into any of Licensor's manholes.
- (iii) Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for Conduit work operations therein.

Section 6.03 Eminent Domain

Nothing in this Agreement shall be construed to require Licensor to exercise any power of eminent domain or other police power on Licensee's behalf.

ARTICLE VII. RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.01 Rental Amount – Structures

For authorized attachments to Structures covered under this Agreement, Licensee shall pay to Licensor a rental amount for Structures as mutually agreed upon between the parties in writing, prior to any attachment to a Structure, on a billing cycle beginning January 1 of each year (the "Annual Structure Rental Fee").

Section 7.02 Rental Amount – Conduit

For authorized attachments placed in Licensor’s Conduit covered under this Agreement, Licensee shall pay to Licensor, on an annual basis, a rental amount per linear foot set forth in Overland Park City Council Resolution 4051, adopted January 6th 2014 and any amendments thereto, on a billing cycle beginning January 1 of each year (the "Annual Conduit Rental Fee"). The amount of linear feet of Conduit for each year shall be based on Licensor’s tabulation of Licensee’s attachments situated in Licensor’s Conduit and Licensor’s current records.

Section 7.03 Billing and Payments

Licensor shall send invoices to Licensee via regular U.S. Mail at the address specified below, or at such other address as Licensee may designate from time to time. Invoices for rental charges will be sent annually in arrears by February 1 for the preceding calendar year. Invoices for all Make Ready Work fees, if applicable, and other obligations or amounts due under this Agreement (other than annual rental charges) will be sent at Licensor’s discretion within a reasonable time, unless otherwise specified in this Agreement; provided, however, that no charges (other than annual rental charges) may be billed by Licensor more than one hundred twenty (120) days after such charges were incurred.

Except as otherwise provided in this Agreement or agreed to by the Parties, Licensee shall pay all undisputed charges within thirty (30) business days from the invoice date. Interest at the rate set forth in Section 13.06 shall be imposed on any delinquent amounts. In the event of a billing dispute, Licensee shall submit such dispute in writing within one hundred eighty (180) days of the date the bill was due. Licensor shall have sixty (60) days to resolve the dispute in writing. Upon resolution of any such billing dispute in Licensee’s favor, Licensor will refund any amounts owed, with interest accruing at the rate specified in Section 13.06 from the later of the date Licensee paid the disputed portion, or the date upon which Licensee provided Licensor notice of the amount in dispute. Upon resolution of any such billing dispute in Licensor’s favor, Licensee will pay any amounts owed, with interest accruing at the rate specified in Section 13.06 on any unpaid disputed amounts, dating from the bill due date. All bills shall be paid to the address designated from time to time in writing by Licensor.

Licensor’s billing address:

Licensee’s billing address:

City of Overland Park, Kansas
8500 Santa Fe Drive

Google Fiber Kansas, LLC
1600 Amphitheater Parkway

ATTN: FINANCE DIRECTOR

Section 7.04 Incremental Personal Property Taxes and Other Taxes

Licensee shall pay any personal, real property or other taxes on Licensee's Equipment and any personal, real property or other taxes resulting from or associated with the use of the Licensor's Structures or Conduit as set forth in this Agreement.

ARTICLE VIII. BREACH AND REMEDIES

If either Party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after written notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it; provided, however, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an additional sixty (60) days to cure the default for a total of ninety (90) days after the Party not in default provides its notice of default. Subject to this Article VIII the remedies available to each Party shall include, without limitation, termination of this Agreement and injunctive relief.

ARTICLE IX. INDEMNIFICATION

Section 9.01 Indemnification by Licensee

Licensee shall defend, solely at Licensee's expense, Licensor, its Affiliates, and each of their respective officers, employees, elected and appointed officials, directors, managers, members, personnel, permitted successors, and their permitted assigns (collectively, the "Licensor Indemnified Parties"), against all third party claims, lawsuits, actions, causes of action, demands, or proceedings ("Claims") and shall indemnify and hold harmless Licensor Indemnified Parties from any losses, disbursements, fines, fees, penalties, taxes, settlements, awards, damages, costs, expenses, liabilities, or obligations of any kind, ("Losses") arising out of, relating to, or otherwise in respect of any of the following third party Claims:

- (i) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (a) proximately caused by the negligence or willful acts or omissions of Licensee, its personnel, or its contractors; or (b) resulting proximately from Licensee's failure to perform its obligations under this Agreement;
- (ii) Claims arising from Licensee's breach of any representation or warranty in this Agreement or from Licensee's deviation from Licensor directions or requirements;
- (iii) Claims that any Licensee personnel, contractor or agent is an employee of Licensor, including Claims arising out of Licensee's failure to promptly pay any Licensee personnel for its services, materials, facilities, equipment or labor;

- (iv) Licensee's fraud, violation of law, wrongful misconduct, or misrepresentations; and
- (v) Claims arising from any failure by Licensee, its agents or contractors to comply with all applicable safety codes and requirements, including NESC compliance, with respect to attachments of Licensor or Licensee.

Section 9.02 Indemnification by Licensor

To the extent permitted by law, Licensor shall defend, solely at Licensor's expense, Licensee, its Affiliates, and each of their respective officers, directors, managers, members, personnel, permitted successors, and their permitted assigns (collectively, the "Licensee Indemnified Parties"), against all third party Claims and shall indemnify and hold harmless Licensee Indemnified Parties from Losses arising out of, relating to, or otherwise in respect of any of the following third party Claims:

- (i) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (a) proximately caused by the negligence or willful acts or omissions of Licensor, its personnel, or its contractors or (b) resulting proximately from Licensor's failure to perform its obligations under this Agreement;
- (ii) Claims arising from Licensor's breach of any representation or warranty in this Agreement;
- (iii) Claims arising from any failure by Licensor to comply with all applicable safety codes and requirements with respect to attachments of Licensor; and
- (iv) Licensor's fraud, violation of law, wrongful misconduct or misrepresentations.

THE PARTIES HEREBY AGREE THAT THE CITY SHALL HAVE NO OBLIGATION TO INDEMNIFY GOOGLE FOR ACTS FOR WHICH THE CITY WOULD OTHERWISE BE IMMUNE PURSUANT TO THE PROVISIONS OF THE KANSAS TORT CLAIMS ACT (K.S.A. 75-6104, ET SEQ.), AND AMENDMENTS THERETO, NOR WILL THE INDEMNITY OBLIGATIONS SET FORTH HEREIN ACT AS A WAIVER OF THE CITY'S PROTECTIONS UNDER SUCH PROVISIONS, AND FURTHER THAT ANY LIABILITY OF THE CITY SHALL BE SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN K.S.A. 75-6105, AND AMENDMENTS THERETO. ADDITIONALLY, AND NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, THE PARTIES SPECIFICALLY AGREE THAT THE TERMS OF THIS SECTION 9.02, AND THE TERMS OF THIS AGREEMENT, SHALL BE SUBJECT TO AND LIMITED BY THE KANSAS CASH BASIS LAW (K.S.A. 10-1100 ET SEQ.) AND THE BUDGET LAW (K.S.A. 75-2935 ET SEQ.), AND AMENDMENTS THERETO.

Section 9.03 Procedure

A Party who seeks indemnification pursuant to this Agreement (the "Indemnified Party") shall give written notice thereof to the other Party (the "Indemnitor") promptly after the Indemnified

Party learns of the existence of such Claim; provided, however, that the failure to give such notice shall not affect the rights of such Indemnified Party, except and only to the extent the Indemnitor is prejudiced by such failure. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such Claim. No settlement of a Claim may seek to impose any liability or obligation upon the Indemnified Party other than for money damages. If such counsel will represent both Indemnitor and the Indemnified Party, there may be no conflict with such counsel's representation of both. The Indemnified Party will use commercially reasonable efforts to fully cooperate in any such action at its own cost, shall make available to the other Party any books or records useful for the defense of any such Claim, and shall reasonably make available its personnel with respect to defense of the Claim.

ARTICLE X. LIMITATION OF LIABILITY

Section 10.01 Disclaimer of Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF USE, OR LOSS OF PROFITS EVEN IF A PARTY HAS BEEN ADVISED, KNOWS, OR SHOULD KNOW OF THE POSSIBILITY OF THE FOREGOING.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, (A) THE CITY DOES NOT WAIVE ANY IMMUNITY FROM PUNITIVE DAMAGES AVAILABLE UNDER APPLICABLE KANSAS LAW, (B) THE PARTIES AGREE THAT THE TERMS OF THIS SECTION 10.01, AND THE TERMS OF THIS AGREEMENT, SHALL BE SUBJECT TO AND LIMITED BY THE KANSAS CASH BASIS LAW (K.S.A. 10-1100 ET SEQ.), THE BUDGET LAW (K.S.A. 75-2935 ET SEQ.) AND THE KANSAS TORT CLAIMS ACT (K.S.A. 75-6101 ET SEQ.), AND ALL AMENDMENTS TO SUCH LAWS, RESPECTIVELY, AND (C) ANY LIABILITY OF THE CITY HEREUNDER SHALL BE SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN K.S.A. 75-6105, AND AMENDMENTS THERETO.

ARTICLE XI. INSURANCE

Section 11.01 Worker's Compensation and Employer's Liability Acts

Licensee shall comply with all applicable worker's compensation and employer's liability acts and shall furnish proof thereof satisfactory to Licensor prior to placing Equipment on Licensor's Structures or in Licensor's Conduits.

Section 11.02 Licensee Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Licensor's Structures or in Licensor's Conduits,

secure and continuously carry with insurers reasonably acceptable to Licensor the following insurance coverage:

Commercial General Liability insurance with a minimum single and aggregate limit of \$1,000,000.00 to protect against and from all loss by reason of injury to persons, including Licensee's employees, Licensor's employees and all other third persons, or damage to property, including Licensor's property and the property of all other third-parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

Business Automobile Liability insurance with a minimum single and aggregate limit of \$1,000,000.00 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

The policies required herein shall include (a) provisions or endorsements naming Licensor, its directors, officers, and employees as additional insured, and (b) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Licensor and that any other insurance maintained by Licensor is excess and not contributory insurance with the insurance required under this section and provisions that such policies shall not be cancelled or their limits of liability reduced without written notice to Licensor in accordance with the terms of such policies. A certificate in a form satisfactory to Licensor certifying the issuance of such insurance shall be furnished to Licensor by Licensee.

Section 11.03 Licensor Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensor, Licensor shall, at its sole expense, secure and continuously carry with insurers reasonably acceptable to Licensee Commercial General Liability insurance with a minimum single limit and aggregate of \$500,000 to protect against and from all loss by reason of injury to persons, including Licensor's employees, Licensee's employees, and all other third persons, or damage to property, including Licensee's property and the property of all other third-parties, based upon or arising out of Licensor's operations hereunder, including the operations of its contractors of any tier.

The policies required herein shall include a cross-liability and severability of interest clause.

ARTICLE XII. CONFIDENTIALITY

The Licensor will implement commercially reasonable measures to insure that the Confidential Information (as defined in Section 2.01 hereof) obtained in connection with this Agreement is not inadvertently disclosed. Subject to the foregoing provisions, each Party expressly agrees to maintain communications containing such Confidential Information from the other Party pursuant to or in connection with this Agreement in confidence.

Notwithstanding the foregoing, Licensee understands and agrees that this Agreement and all of the terms set forth in this Article XII are subject to and limited by the KORA and the Kansas Open Meetings Act - K.S.A. 75-4317 *et seq.* ("KOMA"). Licensor's compliance with the KORA and KOMA shall in no event be deemed to be a default under this Agreement.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.01 Governing Law

This Agreement and any action related to this Agreement will be governed the laws of the State of Kansas.

Section 13.02 Dispute Resolution

Except as otherwise precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then all disputes relating to this Agreement, or the breach thereof, the parties shall be entitled to pursue all available remedies at law or equity.

Section 13.03 Force Majeure

Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the reasonable control of either Party, including but not limited to the following: (a) the operation and effect of any rules, regulations, and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claimant Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; or (h) strikes or boycotts; provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect.

Section 13.04 Notice

Except as otherwise provided herein, any notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be transmitted by U.S. Mail, by regularly scheduled overnight delivery, by personal delivery, or by email:

Licensor

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, KS 66212

ATTN: CITY CLERK

With a copy to:

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212
Attn: City Manager

Licensee

Google Fiber Kansas, LLC
1600 Amphitheater Parkway
Mountain View, CA 94043
ATTN: General Manager
Email: googlefibernotices@google.com
Fax: (650) 618-1806

With a copy to:

ATTN: Google Fiber Legal Department
Email: legal-notices@google.com
Fax: (650) 618-1806

Section 13.05 Failure to Enforce Rights

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance shall not constitute a general waiver or relinquishment of any such terms or conditions. Rather, such terms and conditions shall be and remain, at all times, in full force and effect.

Section 13.06 Interest

All amounts payable under the provisions of this Agreement shall, unless otherwise specified herein or disputed in good faith, be payable within thirty (30) business days of the invoice date. An interest charge at the rate of one and a half percent (1.5%) per month shall be assessed against all late payments. Interest under this Agreement shall not exceed the interest allowable under applicable law.

Section 13.07 No Third-Party Beneficiaries

Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

Section 13.08 Assignment of Rights

Except as set forth below, neither Party may assign or transfer its rights and obligations under this Agreement, in whole or part, to a third party without the written consent of the other Party. Licensor may sell, transfer, or assign its ownership interest in the Structures and Conduits provided that the purchaser, transferee, or assignee continues to be bound by the terms of this Agreement. Licensee may, upon written notice to Licensor, assign this Agreement and/or any or all of its rights and obligations under this Agreement to (i) any Affiliate of Licensee; (ii) any successor in interest to Licensee in connection with any merger, acquisition, or similar transaction; or (iii) any purchaser of all or substantially all of the Licensee's assets used to

provide communications services to residents and businesses located in the City of Overland Park, Kansas.

An “Affiliate” means any entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a Party; and “control” shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

Section 13.09 Survival of Liability or Obligations Upon Termination

Any termination of this Agreement shall not release either Party from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

Section 13.10 Interpretation

References to Articles and Sections are references to the relevant portion of this Agreement. Headings are for convenience and shall not affect the construction of this Agreement.

Section 13.11 Severability

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement in order to give effect to the original intention of the Parties.

Section 13.12 Prior Agreements; Amendments

This Agreement shall supersede all prior negotiations, agreements, and representations, whether oral or written, between the Parties relating to the installation and maintenance of Licensee’s Equipment on Licensor’s Structures and in Licensor’s Conduits. Any Equipment of Licensee attached to Licensor’s Structures or in Licensor’s Conduits shall be subject to the terms and conditions and rental rates of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or altered except by an amendment in writing executed by the Parties hereto.

Section 13.13 Additional Representations and Warranties

Each Party warrants and represents to the other that it possesses the necessary corporate, governmental and legal authority, right and power to enter into this Agreement and to perform each and every duty imposed hereby. Each Party also warrants and represents to the other that

each of its representatives executing this Agreement, or submitting or approving an application made hereunder, is authorized to act on its behalf.

Each Party further warrants and represents that entering into and performing under this Agreement does not violate or conflict with its charter, by-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it, or any agreement to which it is a party and that this Agreement and any application approved hereunder, constitute valid, legal, and binding obligations enforceable against such Party in accordance with their terms.

Section 13.14 Relationship of the Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

Section 13.15 Remedies Cumulative; Specific Performance

Except as provided otherwise in this Agreement, all rights and remedies granted to each Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such Party at law or in equity. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that a Party shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity, including monetary damages, that may be available to it.

Section 13.16 Default

In no event shall a dispute, default or alleged default under the Hut License Agreement constitute or be deemed a default, or in any way impact the rights and obligations of the parties under this Agreement and in no event shall a dispute, default or alleged default under this Agreement constitute or be deemed a default, or in any way impact the rights and obligations of the parties under the Hut License Agreement. Additionally, any dispute, default or alleged default under the Hut License Agreement individually shall not constitute or be deemed a default under any other agreement. Further, termination or expiration of the rights and obligations under the Hut License Agreement shall in no way impact the term of this Agreement or otherwise impact the rights and obligations of the parties under this Agreement and any termination or expiration of the rights and obligations under this Agreement shall in no way impact the term, rights or obligations under the Hut License Agreement.

Section 13.17 Further Assurances

In addition to any other obligations set forth in this Agreement, each Party agrees to take such actions (including the execution, acknowledgment, and delivery of documents) reasonably

requested by the other Party for the implementation or continuing performance of this Agreement.

Section 13.18 Counterparts; Signatures

This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same 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).

THIS AGREEMENT has been executed as of the date first hereinabove written.

GOOGLE FIBER KANSAS, LLC

1600 Amphitheater Parkway
Mountain View, California 94043

(Authorized Signature)

(Name)

(Title)

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

(SEAL)

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Mike Santos
City Attorney