

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF  
INDEPENDENCE AND GOOGLE FIBER MISSOURI, LLC FOR THE INSTALLATION  
OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHT-OF-WAY**

This License Agreement (“**Agreement**”) is by and between the City of Independence, a municipality of the State of Missouri (“**City**”), and Google Fiber Missouri, LLC, a Delaware limited liability company, and its subsidiaries, successors, or assigns (“**Licensee**”).

**RECITALS**

- A. City has jurisdiction over the use of the public rights-of-way in City in which it now or hereafter holds an interest (“**Public ROW**”).
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and/or control a fiber optic infrastructure network in Public ROW (“**Network**”) for the purpose of offering communications services, including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”), but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services that would be subject to the Missouri Municipal Telecommunications Business License Tax Simplification Act, to residents and businesses in City (“**Customers**”).
- C. The Network may consist of equipment and facilities that may include aerial strand; aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities (“**Network Facilities**”).

**AGREEMENT**

In consideration of the mutual promises made below, City and Licensee agree as follows:

**1. Permission to Encroach and Occupy.**

- 1.1. Permission to Encroach on and Occupy Public ROW. Subject to the conditions set forth in this Agreement, City grants Licensee, during the term of the Agreement, permission to encroach on and occupy the Public ROW (the “**License**”) for the sole purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW. Licensee’s use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. Subject to State and Local Law. This Agreement and the License are subject to City’s valid authority under State and local laws as they exist now or may be amended from time to time, including, but not limited to, Chapter 17, Article 5, of the City’s Code of Ordinances (“**City Code**”), as amended, and subject to the conditions set forth in this Agreement. If the terms or conditions of this Agreement or the License conflict with applicable provisions of the City Code, such terms or conditions shall be construed in

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a manner consistent with applicable provisions of the City Code; provided, however, that in the event City Code is amended in a manner that would materially alter Licensee's rights and obligations under this Agreement, the City will, upon written request of Licensee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended City Code provisions would have on Licensee's performance under this Agreement. Notwithstanding the foregoing, the following provisions shall control regardless of whether they conflict with corresponding provisions of the City Code:

- 1.2.1. For work associated with boring in the Public ROW
- 1.2.2. Licensee shall pay a Right of Way Permit fee in the base amount of \$90.00 per 500 feet of continuous linear work, and
- 1.2.3. Licensee shall pay a street crossing fee in the base amount of \$90.00 per 500 feet of continuous linear work with unlimited street crossings in those 500 feet; and
- 1.2.4. When boring procedures are used, Licensee shall not be required to televise sanitary, stormwater, or other potentially affected facilities if Licensee uses a conduit that clearly identifies that the conduit belongs to Licensee.
- 1.3. Licensee Not a Public Utility. Licensee affirms and agrees that Licensee is not a public utility or public utility right-of-way user as such terms are defined by Section 67.1830, RSMo., and accordingly Sections 67.1832 through 67.1848, RSMo., do not apply to this Agreement and Licensee's use of the Public ROW.
- 1.4. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and future and continuing right to use the Public ROW, including but not limited to constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.5. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.6. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.7. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for similar or different purposes allowed Licensee



under this Agreement.

- 1.8. Limitations. Licensee will not provide services directly regulated by the Missouri Public Service Commission (PSC) unless authorized by the PSC. Licensee will not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, et seq., as amended) without first having obtained a separate video service provider franchise from the State of Missouri.
- 1.9. Non-Discrimination. City's grant of the License will be open, comparable, nondiscriminatory, and competitively neutral and City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.

## **2. Licensee's Obligations.**

- 2.1. Compliance with ROW Permit Procedures. Licensee will comply with and follow all City applicable ordinances in all work it performs in the Public ROW.
- 2.2. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will provide to City any information lawfully required by City. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.3. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.4. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee has obtained the necessary approvals, licenses or permits, if any, required by federal and State law to provide Broadband Internet Services consistent with the provisions of this Agreement.
- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Licensee will not place its Network Facilities in such a fashion as to unduly burden the present or future use of Public ROW and the Network Facilities will be installed and maintained by Licensee so as to cause the minimum interference with the use of Public ROW and with the rights or reasonable convenience of property owners that adjoin Public ROW.
- 2.7. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other

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Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.8 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

- 2.9. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.10. Cooperation in Joint Trench Opportunities. Licensee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Licensee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.
- 2.11. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them as shapefiles and PDF to the City subject to applicable confidentiality protections and applicable laws, including, without limitation, Missouri's Open Records Law, codified as Chapter 610 of the Revised Statutes of Missouri.
- 2.12. Utility Notification Program. Licensee will participate in and be a member of the State's utility notification program, whether provided for by statute or otherwise.
- 2.13. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network. Licensee, at its sole discretion, may determine separately defined geographic areas with City where its Network Facilities will be deployed.
- 2.14. Access to Services. Licensee will not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status,

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marital status, or status with regard to public assistance. Licensee will comply at all times with all applicable Federal, state, and local laws and regulations relating to nondiscrimination. Licensee will not deny or discriminate against any group of actual or potential residential subscribers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.

### **3. City's Obligations.**

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, welfare, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City. Licensee's obligation to reimburse City under this section is separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. Abandonment of Network Facilities shall be governed by Chapter 17 of the City Code as amended.
- 3.3. Relocation to Accommodate Governmental Purposes. Licensee shall remove, relocate, or adjust its Network Facilities in accordance with Chapter 17 of the City Code, as amended; provided, however, that if relocation of Network Facilities is requested by the City for a non-public, non-governmental (e.g., commercial) purpose and such relocation or adjustment is not governed by Chapter 17 of the City Code, Section 3.4 of this Agreement shall govern such relocation or adjustment.
- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's Network Facilities in existence at the time would interfere with City's planned use of the Public ROW for a non-governmental (e.g., commercial purpose), or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless City or the third party enters into an agreement with Licensee under which City or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than one hundred and eighty (180) days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.
- 3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City, and applicable provisions of Chapter 17 of the City Code, as amended.

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- 3.6. Rights and Duties of Licensee Upon Expiration or Revocation. Upon expiration of the license granted under this Agreement, whether by lapse of time, by agreement between Licensee and City, or by revocation or forfeiture as provided herein, Licensee will remove from the Public ROW any and all of its Network Facilities and restore the Public ROW to as good condition as the same was before the removal was effected, ordinary wear and tear and damages not caused by Licensee excepted. In the alternative, Licensee may, with the written approval of the City Engineer, abandon some or all of the Network Facilities in place in the manner provided for in the applicable provisions of Chapter 17 of the City Code, as amended.

**4. Contractors and Subcontractors.**

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf. Licensee agrees it shall require that such contractors and subcontractors comply with the obligations imposed upon Licensee under this Agreement relating to the performance of the Work, including compliance with the permitting requirements of Chapter 17 of the City Code, as amended.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

**5. License Fee.**

- 5.1. Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee is in addition to all other payments that the Licensee may be required to pay under applicable federal, state, or local law. The License Fee is not a tax and shall not be considered to be in the nature of a tax. The License Fee will begin accruing on the Effective Date (as defined below) and will be calculated as follows:

- 5.1.1. License Fee. Licensee will pay City one percent (1%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues (as defined below). Such payments are due forty-five (45) days after the end of the calendar quarter.

- 5.1.2. As used herein, "**Gross Revenues**" means all consideration of any kind or



nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.1.3. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Broadband Internet Services to customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (vi) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its customers;
- (vii) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (viii) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement); and
- (ix) any forgone revenue from Licensee's provision, in Licensee's discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barbers, services, or other items of value will be included in Gross Revenues.



- 5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee ; provided, however, that Licensee shall not list, describe, or attribute the License Fee as a tax, fee, or other type of charge required or being imposed by the City under the City Code or state law.
- 5.3. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the due date will be at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.
- 5.4. Audit. The City may audit Licensee not more than once per every calendar year. The City shall have the right to inspect those books and records reasonably necessary to ensure compliance with Section 5 of this Agreement and to confirm the correct amounts due and payable to the City under this Agreement. Such audits shall occur after reasonable notice has been given to Licensee, which in no event will be less than sixty (60) days. Licensee will keep all business records reflecting its Gross Revenues pursuant to this Agreement for at least two (2) years.
- 5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection of any right-of-way-access fee from any provider of Broadband Internet Services or (ii) reduces the percentage of revenue on which the right-of-way-access fee paid by any provider of Broadband Internet Services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation after the effective date of such change in law to pay the License Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a right-of-way-access fee may be based, the Revenue Percentage will be commensurately reduced.
6. Indemnification. Except as otherwise provided of this Agreement, including, but not limited, Section 7 below, Licensee shall comply with the applicable indemnification requirements set forth in Sections 17.05.031 and Section 17.05.033 of the City Code, as amended.
  - 6.1. Exclusions. Section 6 (Indemnification) will not apply to the extent the underlying allegation (a) arises from the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
  - 6.2. Conditions. Licensee's obligation to indemnify City pursuant to this Agreement will be subject to the following procedures: (a) City must promptly notify Licensee in writing of the third party legal proceeding on which the claim for indemnification pursuant to this Section 6 is based (the "Indemnity Claim") and any allegation(s) that preceded such Indemnity Claim no later than fifteen (15) days after City became aware of the Indemnity Claim; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Indemnity Claim to Licensee, subject to the following: (i) City may appoint its own non-





controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. **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 WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.
8. **Performance Bond.** Licensee shall comply with the applicable bonding provisions of Chapter 17 of the City Code, as amended. Any performance bonds will remain in full force during the Term of this Agreement.
9. **Insurance.** Licensee shall comply with the applicable insurance requirements set forth in Chapter 17 of the City Code, as amended
10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the twentieth (20th) anniversary of the Effective Date ("**Original Term**"), unless Licensee provides written notice of its intent to renew to City at least six (6) months prior to expiration and City does not object after thirty (30) days. If the City timely objects to the proposed renewal term, the Agreement shall terminate at the end of the applicable term. The renewal term will be for five (5) years and the same renewal process may be used for successive five (5) year renewal term.
11. **Termination.**
  - 11.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred twenty (120) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.
  - 11.2. **Termination by Licensee.** Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.
12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.
  - 12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:



- 12.1.1. to any Affiliate (as defined below) of Licensee;
  - 12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or
  - 12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.
- 12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Agreement, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" means, 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, or (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 Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

- 13. Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's 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) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (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.

Licensee's e-mail address for notice is [googlefibernotices@google.com](mailto:googlefibernotices@google.com), with a copy to [legal-notices@google.com](mailto:legal-notices@google.com).

- 14. Meet and Discuss.** Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City will first make a good-faith effort to resolve their dispute by discussion.

- 15. General Provisions.** This Agreement is governed by the laws of the State of Missouri. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or other immunities or defenses available to the City, its officials, employees and agents. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The parties agree to meet at reasonable times on reasonable notice to discuss this Agreement or Licensee's provision of Broadband Internet Services during the term of the Agreement. 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

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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 that Licensee may use electronic signatures.

*[Signature page follows]*



Signed by authorized representatives of the parties on the dates written below.

**Google Fiber Missouri, LLC**

**City of Independence, Missouri**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Address:  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:



**EXHIBIT A**  
**FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of Independence

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section [ ] of the License Agreement dated [ ] between the City of Independence and Google Fiber Missouri, LLC (“**Google Fiber**”), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber.

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title (authorization withdrawn)~~

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Missouri, LLC

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