

**RIGHT OF ENTRY AND INSTALLATION AGREEMENT
(Public, Educational, and Government Access)**

This Right of Entry and Installation Agreement (“Agreement”) is entered into by and between the party or parties executing this Agreement below as the “Owner” (the “Owner”, whether one or more) and Google Fiber Inc. for itself and its affiliates (“Google Fiber”) concerning the property located at the address(es) identified below (the “Property”). Both the Owner and Google Fiber may be referred to herein as a “Party,” or collectively as the “Parties.”

A. Google Fiber would like to install fiber and associated equipment at the Property in order to provide public, educational, and government access (PEG) channels over its network (“Service”).

B. Owner possesses full power and authority to provide the necessary approvals for Google Fiber to install fiber and associated equipment as necessary to provide Service.

C. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereto agree as follows:

1. Owner grants to Google Fiber, its contractors, agents, suppliers, employees, and assigns the rights to survey and evaluate the Property, and install, operate, maintain, repair, upgrade, and replace fiber optic cables, splice enclosures, innerducts, conduits, raceways, network cabinets and associated network equipment (collectively, the “Facilities”), together with any necessary rights of access, at the Property. Owner authorizes Google Fiber to perform the work to install, operate, maintain, repair, upgrade, and replace the Facilities in common areas, on the inside and outside of building(s) for which Owner has the right to grant such authority, and to connect to any Owner owned junction boxes and coax.
2. Owner understands and agrees that Google Fiber owns and will continue to own the Facilities, which will not be deemed fixtures. Owner will not move, disturb, alter or change the Facilities except with Google Fiber’s written consent or in the case of an emergency.
3. Owner will provide rack space and electric power for Google Fiber’s equipment. Space provided for Google Fiber’s equipment will be climate controlled and access will be restricted to Google Fiber employees and agents, and the Owner’s employees and agents. Google Fiber shall have escorted access to any space where Google Fiber’s equipment is located on the Property during normal City Hall business hours, and in case of emergency, Google Fiber staff will contact on-call City staff to gain non-business hour escorted access. City shall provide Google Fiber contacts for City staff in order to gain escorted business and non-business hour access.
4. Google Fiber will exercise due care in entering the Property to perform installation, maintenance, repair, upgrades, replacement, and removal of the Facilities. Google Fiber will use commercially reasonable efforts to return the Property to substantially the same condition as prior to installation, maintenance, repair, upgrade, replacement, or removal of the Facilities, as the case may be. The obligations in this section will not apply to normal wear and tear, including cosmetic changes associated with the installation, maintenance, repair, upgrade, replacement, or removal of the Facilities.
5. Google Fiber will obtain and maintain the following insurance policies prior to performing the acts described in Paragraph 1: (i) commercial general liability (Bodily Injury/Property Damage) \$1,000,000

per occurrence and \$2,000,000 general aggregate; and (ii) an umbrella policy in the amount of \$1,000,000.

6. This Agreement will commence upon the Effective Date and remain in effect for (a) 20 years, or (b) as long as Google Fiber is required to broadcast PEG channels, whichever is longer.

7. Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR GOOGLE FIBER'S CONTRACTORS, AGENTS, SUPPLIERS, EMPLOYEES OR ASSIGNS WILL BE LIABLE FOR ANY CLAIMS RELATED TO THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY THE LOSS. THIS LIMITATION IS MADE EXPRESSLY APPLICABLE TO CLAIMS ARISING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF EITHER PARTY, OR A CONTRACTOR OR SUPPLIER OF EITHER PARTY.

8. Limitation on Direct Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL AMOUNT OF DAMAGES. THIS LIMITATION IS MADE EXPRESSLY APPLICABLE TO CLAIMS ARISING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF EITHER PARTY OR A CONTRACTOR OR SUPPLIER OF EITHER PARTY.

9. This Agreement is the Parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this Agreement will not constitute a waiver. This Agreement will be automatically binding upon any subsequent purchaser or transferee of the Property and Google Fiber may file a memorandum with the appropriate government offices or agencies to provide record notice of this Agreement.

10. Each provision of this Agreement is severable from every other provision of this Agreement. Any determination by a court of competent jurisdiction that a provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other provision hereof. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11. This Agreement does not create any agency or partnership relationship. This Agreement does not grant either Party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

12. Owner, by signing this Agreement, represents and warrants that it has full power and authority to enter into the Agreement. If required by statute, bylaws, or other contractual requirement, Owner has obtained approvals of the individual unit owners.

13. "Confidential Information" is information that one Party (or an affiliate) discloses to the other Party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential. A recipient Party will not disclose Confidential Information, except to affiliates, employees, agents, contractors or professional advisors, or individuals as required by law,

who need to know it and who have agreed in writing or are otherwise bound to keep it confidential. The recipient will ensure that those people and entities receiving Confidential Information use reasonable care to keep it confidential. The recipient may disclose Confidential Information when required by law. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. The terms of this Agreement, but not the existence of this Agreement, are confidential. The terms of this provision will survive for one year following the termination or expiration of this Agreement. Following termination or expiration of this Agreement, a recipient Party will destroy or return any Confidential Information of the disclosing Party within a reasonable amount of time follow written request, unless prohibited or otherwise provided by law.

14. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE FIBER AND ITS CONTRACTORS, AGENTS, SUPPLIERS OR EMPLOYEES DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND GOOGLE FIBER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. NEITHER GOOGLE FIBER, NOR ITS SUPPLIERS, WARRANTS THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. OWNER FURTHER UNEQUIVOCALLY DISCLAIMS RELIANCE ON ANY WARRANTY (WHETHER EXPRESS OR IMPLIED), PROMISE, COVENANT, GUARANTY OR REPRESENTATION NOT EXPRESSLY CONTAINED HEREIN.

15. This Agreement shall be interpreted under the laws of the State of Missouri, with venue of any action arising therefrom being proper in Jackson County, Missouri.

[Signature page follows.]

This Agreement will be effective as of the date ("Effective Date") of Google Fiber's signature.

LICENSEE: Google Fiber Missouri, LLC

OWNER: Lee's Summit, Missouri

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Property Address:

Date: _____

Phone: _____

Email: _____

Date: _____