Bell Atlantic
1300 I Street NW, Suite 400W
Washington, DC 20005

Susanne Guyer
Executive Director,
Federal Regulatory Affairs

March 10, 1998

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ex Parte

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
1919 M Street, NW
Room 222
Washington, DC 20554

Re: CC Dockets 97-121, 97-137, 97-208, 97-231

Dear Ms. Salas:

At the request of the Policy Division staff of the Common Carrier Bureau, attached are standard licensing agreements for Bell Atlantic-New York for access to poles, ducts, conduits and rights-of-way. Please include these documents in the above-referenced proceedings.

Sincerely,

Enclosure

cc: Carol Mattey (Letter only)
Katherine Schroder (Letter only)
Barbara Esbin (Letter only)

MASTER RIGHT-OF-WAY LICENSING AND APPORTIONMENT AGREEMENT

(NEW YORK STATE)

between

NEW YORK TELEPHONE COMPANY

and

_____

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MASTER RIGHT-OF-WAY LICENSING
AND APPORTIONMENT AGREEMENT
(NEW YORK STATE)

THIS AGREEMENT, made as of the _____ day of _____, 199__, between NEW YORK TELEPHONE COMPANY, a New York corporation d/b/a Bell Atlantic - New York, having its principal office at 1095 Avenue of the Americas, New York, New York 10036 (hereinafter called "Licensor"), and _____, a _____, having its principal office at _____ (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensee, for its own use, desires to place, operate and maintain telecommunication lines, cables and equipment upon, over or under certain privately-owned real property located within the State of New York for which Licensor has or may have an easement, right-of-way, license or other revocable or irrevocable right to use the real property therein described (hereinafter collectively referred to as "Private Rights-Of-Way") for its telecommunication lines, cables and equipment; and

WHEREAS, Licensor is willing, to the extent it may lawfully do so, to share its private rights-of way with Licensee, subject to the terms, covenants and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the provisions of this Agreement, upon receipt of Applications for Private Right-Of-Way License and Apportionment, in the form of Exhibit A attached hereto, Licensor will issue to Licensee, for any lawful purpose, nonexclusive License and Apportionment Agreements, in the form of Exhibit B attached hereto, authorizing the placement of Licensee's telecommunication lines, cables and equipment within certain specified Private Rights-Of-Way of Licensor in the State of New York. This Agreement shall not apply to the placement of any telecommunication lines, cables and equipment which are, or could be, covered by Licensor's standard Pole Attachment Agreement or Conduit Occupancy Agreement.

ARTICLE II
CERTAIN DEFINITIONS

1. Joint Owner

A person, corporation or other legal entity having a joint ownership interest with Licensor in a Private Right-Of-Way.

2. Joint User

A party who owns Private Rights-Of-Way to which Licensor is extended or may hereafter be extended joint use privileges, or to which Licensor has extended or may hereafter extend joint use privileges of Licensor's Private Rights-Of-Way. The term "Joint User" shall not include Licensee.

3. License Fee

With respect to any Private Right-Of-Way, an amount equal to: (a) Licensor's Initial Cost, multiplied by (b) a fraction, the denominator of which is the square footage of the entire Private Right-Of-Way and the numerator of which is the square footage of the portion of the Private-Right-Of-Way to be used by Licensee; provided, however, that in the case of a Private Right-Of-Way used solely for underground conduits or cables, such fraction shall be deemed to be equal to the total number of Licensee's underground conduits and/or cables to be placed, divided by the total number of underground conduits and/or cables which shall occupy the Private Right of Way after Licensee has completed its placements.

4. Licensee

The corporation or other legal entity authorized by Licensor under this Agreement to place its facilities within Private Rights-Of-Way. The term Licensee shall include Licensee's officers, directors, employees, contractors and agents.

5. Licensee's Facilities

Licensee's telecommunication lines, cables and associated equipment, placed within Private Rights-Of-Way for the sole use of Licensee.

6. Licensor

New York Telephone Company, as owner or Joint Owner of Private Rights-Of-Way. Except with regard to any reference to ownership, joint ownership or control of Private Rights-Of-Way, the term Licensor shall include Licensor's parent, subsidiaries and affiliates, their successors and assigns, and their officers, directors, employees, contractors and agents.

7. Licensor's Facilities

Licensor's service lines, cables and associated equipment placed within Licensor's Private Rights-Of-Way.

8. Licensor's Initial Cost

The amount of consideration, if any, paid by Licensor to the grantor of a Private Right-Of-Way. If such consideration is paid or payable on a periodic basis, then the consideration shall be deemed to be all such recurring payments discounted to present value at an annual interest rate equal to the rate of interest payable on one (1) year U.S. Treasury Bills as of the date of Licensee's Application for Private Right-Of-Way License and Apportionment.

9. Make-Ready Work

All work, including but not limited to (a) rearrangement, transfer or replacement of existing facilities, or any other changes required to accommodate the placement of Licensee's facilities within a Private Right-Of-Way, and (b) work performed after Licensee's initial placement within a Private Right-Of-Way and required solely because of the existence of Licensee's Facilities.

10. Other Licensees

Any person, corporation or other legal entity other than Licensee herein, to whom Licensor has or hereafter shall extend an authorization to place facilities within a Private Right-Of-Way.

11. Placement

Each of Licensee's Facilities placed within Private Rights-Of-Way, regardless of whether such facilities are activated or not activated.

12. Pre-Construction Survey

The work operations and functions performed in order to process an application for Private Right-Of-Way placements to the point in time just prior to performing any necessary make-ready work. There are two elements of the Pre-Construction Survey: (1) field inspection of the existing facilities and (2) administrative effort required to process the application and prepare the make-ready work order.

13. Private Right-of-Way

A written easement, right-of-way, license, lease, permission or other interest, whether revocable or irrevocable, granted by a purported owner of real property or its agent, and which is solely or jointly owned or controlled by New York Telephone Company and which purports to authorize New York Telephone Company to place its telecommunication lines, cables and equipment within a designated area of the privately-owned real property. The term Private Rights-Of-Way shall not include any portion of real property used by Licensor to place its facilities pursuant to oral or implied permission of the property owner, or space provided by property owners as a condition to obtaining Licensor's tariffed services.

14. Property Owner

Any person who has or purports to have an ownership interest in real property and authority to grant a Private Right-Of-Way in or over such property.

ARTICLE III
GENERAL CONDITIONS

1. Compliance with Applicable Laws and Terms of Private Right-Of-Way

a. Licensee shall at all times observe and comply with, and the provisions of this Agreement are subject to, all Federal, State and local laws, ordinances, codes and regulations which in any manner affect the rights and obligations of the parties or the use of the Private Right-Of-Way in question. Without limiting the generality of the foregoing, Licensee shall, at its sole cost and expense, obtain from such public authorities and/or property owners any and all required licenses, permits, certifications, franchises or other permissions (including, without limitation, any required zoning permits) to construct, operate and/or maintain its facilities within each Private Right-Of-Way prior to placing Licensee's Facilities.

b. Licensee shall at all times observe and comply with, and the provisions of this Agreement are subject to, all terms and conditions contained in the Private Right-Of-Way as may be applicable to the original grantee(s) of the Private Right-Of-Way. No breach or failure to perform any term or condition of this Agreement by either party shall relieve Licensee of its obligation to comply with the terms and conditions of the Private Right-Of-Way.

2. No Representations by Licensor Regarding Private Rights-of-Way

Licensor makes no representations or warranties whatsoever regarding the title, validity, assignability or apportionability of any Private Rights-Of-Way. The acceptance by Licensee of a License and Apportionment Agreement with respect to any Private Right-Of-Way shall constitute Licensee's acknowledgment that it has received and reviewed a copy of the Private Right-Of-Way agreement in question.

3. No Requirement for Licensor to Construct and Maintain a Private Right-of-Way

Nothing contained herein shall be construed to compel Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain, or expand the capacity of, any portion of or any structures or other facility contained within a Private Right-Of-Way.

4. Other Agreements Permitted; License Not Exclusive

a. Nothing contained herein shall be construed as a limitation, restriction or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has entered into, or may enter into the future, with others not covered by this Agreement; except that authorizations for placements by Licensee that have been given prior to such future agreements or arrangements shall not be diminished.

b. Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Private Rights-Of-Way.

5. Transfer of Rights by Licensee

Licensee shall not assign, sublicense, sublet, pledge or transfer any of its rights or any authorization granted herein without the prior written consent of Licensor, and any such assignment, sublicense, sublet, pledge or transfer without such consent shall be null and void. Licensor agrees to not unreasonably withhold its consent to a pledge or transfer by Licensee of the rights granted to it hereunder, in connection with a financing by a bank, insurance company, indenture trustee or similar institutional lender.

6. Notices, Permits and Consents

a. Prior to placing its facilities within any Private Right-Of-Way, Licensee shall notify all Federal, State and local public authorities as may be entitled by law to receive notice. In addition, Licensee shall, immediately upon request by Licensor or the property owner, notify the property owner of the work being conducted by Licensee and the nature of Licensee's Facilities being constructed. Licensee covenants that in using Private Rights-Of-Way its employees and contractors shall not identify themselves as employees or agents of Licensor or any affiliate of Licensor, or by the generic name "telephone company".

7. Any notice given to Licensor under this Agreement shall be sent by certified mail or by overnight courier service (signature required) to:

New York Telephone
c/o ROW Manager, 26th Floor
1095 Avenue of the Americas
New York, New York 10036

with a copy to:

New York Telephone
c/o OSP Engineering Manager

, New York

Any notice given to Licensee under this Agreement shall be sent by certified mail or by overnight courier service (signature required) to:

_____
_____
_____

Any such notice shall be effective two business days after being deposited in the United States mail or on the following business day after being deposited with an overnight courier service. Either party may change the address for notices to it by giving written notice to the other party.

8. Taxes

If the presence of Licensee's facilities within Licensor's Private Rights-Of-Way causes Licensor to pay any new or additional tax or surcharge which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent such new or additional tax or surcharge is attributable to the presence of Licensee's facilities, within 30 days of receiving a bill therefor from Licensor. In addition, Licensee agrees to pay all real estate transfer and excise taxes imposed upon this Agreement or upon any License and Apportionment Agreement executed and delivered in connection with this Agreement.

9. Mechanics' Liens

Any mechanic's lien filed against a Private Right-Of-Way or the real property on which a Private Right-Of-Way is located for work claimed to have been done for, or materials claimed to have been furnished to, Licensee shall be discharged of record by Licensee within 30 days thereafter, at Licensee's expense, by payment, deposit, bond or court order, failing which Licensor may discharge such lien and Licensee shall, on demand, reimburse Licensor for all costs and expenses incurred by Licensor in discharging such lien, including, without limitation, bonding costs, attorneys' fees and disbursements and court costs.

ARTICLE IV
PROCEDURES

1. Application for License

a. Prior to Licensee placing any of its facilities within a Private Right-Of-Way, Licensee (a) shall make a written application to place its facilities in the Private Right-Of-Way, which application shall be in the form of Exhibit A attached hereto. Licensor shall accept applications on a **first come first served basis**, and shall use reasonable efforts to satisfy Licensees' designated priority of completions. Licensee's application shall contain reasonably detailed information sufficient to enable Licensor to determine from its files whether Licensor possesses Private Rights-Of-Way in the location(s) that are the subject of the application. Licensor shall provide any available information and copies of any documents in its files pertinent to the nature of its rights, if any; with respect to any particular Private Right-of-Way, provided that Licensee shall supply Licensor with sufficient information to identify the particular block and lot, parcel or other unit of real property for which such information or documentation is sought.

b. If Licensee shall file multiple applications for Private Rights-Of-Way placements within any given County of New York State, it shall designate a desired priority of completion for each placement.

c. Licensor's costs of reviewing Licensee's applications, researching Licensor's right of way files and reproducing documents shall be reimbursed by Licensee as hereinafter provided.

2. Assessment of Application and Private Right-Of-Way

a. After receiving Licensee's applications or requests for information, Licensor shall, in accordance with the time frames set forth in paragraph (2) (e) of this Article, provide Licensee with a quote of the estimated cost (the "Assessment Cost") of the following work activities of Licensor (the "Assessment"): (i) the review its right-of-way and engineering files to determine (A) if Private Rights-Of-Way exist for the locations that are the subject of the application, and (B) if such Private Rights-Of-Way contain restrictions on assignment, licensing or apportionment or whether there are any technical or engineering reasons why Licensee's Facilities cannot be placed in the Private Right-Of-Way (including, without limitation, whether there has been a prior placement or application for the placement therein of the facilities of one or more Other Licensees); and (ii) a Pre-Construction Survey, if one is required in Licensor's judgment. The Assessment Cost shall be based on Licensor's estimate of its actual labor and materials costs.

b. Following such notification, Licensee shall inform Licensor in writing whether or not to proceed with the Assessment. If Licensee notifies Licensor to proceed with the Assessment, Licensee's notice shall be accompanied by a nonrefundable check payable to the order of Licensor in the amount of the estimated Assessment Cost.

c. If Licensee shall have elected to share such Private Rights-Of-Way and shall have paid such estimated Assessment Cost, Licensor shall proceed with the Assessment in accordance with the time frames set forth in paragraph (2) (e) of this Article and upon completion thereof, Licensor shall notify Licensee of the results of the Assessment and provide Licensee with copies of any applicable Private Rights-Of-Way. Licensor's notice shall set forth any known: (i) applicable legal or contractual restrictions on Licensee's use of the Private Right-Of-Way; and (ii) physical, engineering or safety-related obstacles to Licensee's sharing of the Private Right-Of-Way. If there are no such known restrictions or obstacles, then Licensor shall also notify Licensee of (A) a calculation of the License Fee, and (B) an estimate of the cost of any Make-Ready Work (the "Site Preparation Cost").

d. Following such notification, Licensee shall inform Licensor in writing whether or not it elects to share the Private Right-Of-Way in question. If Licensee notifies Licensor that it elects to share the Private Right-Of-Way, Licensee's notice shall be accompanied by a nonrefundable check payable to the order of Licensor in an amount equal to the sum of (i) the License Fee and (ii) the Site Preparation Cost.

e. Unless prevented from doing so by circumstances beyond Licensor's reasonable control, including, but not limited to acts of god, fire, strikes, embargo, seasonal limitations on construction, acts or inaction of the Government, or acts or inaction of a joint owner, joint user or other Licensee, Licensor shall adhere to the following timetable in the performance of pre-construction and Make-Ready work:

(1) Licensor shall provide Licensee with a quote of estimated Assessment Costs within ten (10) days of receipt of a written application for Private Right-of-Way and Apportionment (Exhibit A).

(2) Within thirty-five (35) days of receipt of a nonrefundable check for the estimated Assessment Costs, Licensor shall perform the Assessment and, if required, a Pre-Construction Survey and provide Licensee the results thereof, including copies of any applicable Private Right-of-Way.

(3) If Make-Ready work is required and there are other entities sharing the Private Rights-of-Way, Licensor shall send written notification to all such entities describing the proposed modifications to the site based on Licensee's application. Entities receiving such notice shall have sixty (60) days to determine whether they wish to add to or modify their existing attachments and to submit written notification of their requirements to Licensor.

(4) . Licensor shall design the Make-Ready work, or redesign the Make-Ready work to incorporate any additional requirements submitted by other entities in accordance with subparagraph (3) above, and provide Licensee a written estimate of the Site Preparations Costs and a License and Apportionment Agreement with respect to such Private Right-Of-Way (Exhibit B). Licensor shall complete these tasks within 30 days of receipt of all written notifications of modification requirements or notifications that no additional requirements are sought.

(5) Licensor shall complete all its Make-Ready work within sixty (60) days of receipt of an executed License and Apportionment Agreement and payment by Licensee of the estimated Site Preparation Costs. The foregoing Make-Ready commitments shall apply solely to Make-Ready work to be performed by Licensor. These commitments shall not apply to Make-Ready work to be performed by Joint Owners, Joint Users or other Licensees.

(6) Licensor shall not be considered in default of any of its obligations under this paragraph unless such default continues for more than fourteen (14) days after Licensee shall have provided Licensor written notice specifying the nature of the default and, if applicable, the location(s) of Licensor's facilities for which Make-Ready work has not been performed.

3. True-Up

Upon the completion of the any Assessment or Make-Ready Work hereunder, Licensor shall calculate its actual costs in connection therewith and shall provide Licensee with a written statement thereof. If the estimated Assessment Cost or Site Preparation Cost paid by Licensee shall differ from the amount of Licensor's actual costs, an equitable adjustment shall be made between the parties.

4. Late Charge

Licensee agrees that, if Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the date such payment was due until payment is received by Licensor.

5. Multiple Applications

a. If Licensor receives multiple applications for the same Private Rights-Of Way, such applications shall be processed on a **first come, first served basis**. Where multiple applicants are pending, Licensor may request that the multiple applicants develop a mutually agreeable order of facility availability and overall Make-Ready Work completion schedule. Where multiple applicants cannot reach mutual agreement regarding the order of facility availability and an overall Make-Ready Work completion schedule within fifteen days (15) of

written notification from Licensor, then Licensor shall make such determination on an equitable basis, in Licensor's sole discretion, which determination may give preference to the parties making applications in the order in which they were received.

b. Notwithstanding anything to the contrary contained in this Agreement, in the case of multiple applicants, each applicant will bear an equitable share of the total Assessment Cost, Site Preparation Cost, and License Fee.

6. Specifications

a. Licensor shall specify the location(s) for Licensee's placement of facilities within Private Rights-of-Way. Licensee's facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of the current Bell Atlantic Construction Procedures, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act and any laws, rules, regulations, codes and ordinances of any federal, state or local governmental authority having jurisdiction. Where a difference in specification may exist, the more stringent shall apply. Licensee's Facilities shall not physically, electronically or inductively interfere with Licensor's facilities.

b. If any part of Licensee's Facilities is not placed, maintained or relocated in accordance with the above requirements and specifications, and if Licensee fails to correct said conditions within 15 days after written notice to Licensee, Licensor may correct said conditions. However, when such conditions pose an immediate threat to the safety of Licensor's employees, interfere with the performance of Licensor's service obligations, or pose an immediate threat to the physical integrity of the Private Right-Of-Way, Licensor may perform such work and/or take such action that Licensor deems necessary without prior notice to Licensee. The cost of said work and/or actions shall be borne by Licensee. Where such work and/or actions entail new or additional placements of Licensee's Facilities, authorizations for such placements shall be issued by Licensor. Licensee's privileges and obligations with respect to authorizations so issued shall be as provided in this Agreement.

7. Additional Facilities; Modifications; Removal

a. Should the Licensor, joint user or other Licensee, for their own service requirements, need to place additional facilities within a Private Right-of-Way shared with Licensee, Licensee will rearrange its facilities as determined by the Licensor so that the additional facilities of the Licensor, joint user or other Licensee may be accommodated. Licensee shall not be required to bear any of the costs of rearranging its facilities if such rearrangement is required as a result of an additional attachment or modification of an existing attachment sought by any entity, including Licensor, Joint Owner, Joint User, or other Licensees. Any rearrangement costs shall be borne by the entity or entities requesting the rearrangement. Licensee shall be solely responsible for collecting any rearrangement costs incurred pursuant to this paragraph. Licensor's responsibility shall be limited to reimbursement of its pro rata share

of such costs caused by its own additional placements or modifications. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange its facilities within thirty (30) days after receipt of written notice from the Licensor requesting such rearrangement or transfer, the Licensor, Joint Owner or Joint User may perform or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangement costs as if it had performed the work in accordance with this paragraph.

b. In an emergency, the Licensor may rearrange or temporarily remove Licensee's facilities within a Private Right-of-Way.

c. Upon written notice from Licensor, Licensee shall promptly rearrange its placements as required by Licensor to permit Licensor to perform any routine maintenance of the Private Right-of-Way. Licensee shall be responsible for all costs associated with such rearrangements.

d. Except in the case of an emergency, each party shall notify the other party in writing at least 30 days prior to adding to, relocating, replacing or otherwise modifying or altering its facilities within a Private Right-Of-Way so that the other party has a reasonable opportunity to add to or modify its existing facilities.

e. Licensee may at any time remove its facilities from a Private Right-Of-Way upon 30 days prior written notice to Licensor of Licensee's intention to so remove its facilities. If Licensee's Facilities are removed from a Private Right-Of-Way, Licensee shall not be permitted to make any subsequent Placements within the same Private Right-Of-Way until Licensee has first compiled with all of the provisions of this Agreement as though the initial Placement had not been made and all outstanding charges due to Licensor for such initial Placement have been paid in full.

8. Inspections of Licensee's Facilities

a. Licensor shall have the right, but not the obligation, to inspect from time to time Licensee's Facilities placed within its or a Joint Owner's Private Right-Of-Way.

b. Within 30 days after request by Licensor, Licensee shall provide the exact Private Right-Of-Way locations where Licensee's Facilities are constructed and a description of such facilities.

c. Licensor's inspections of Licensee's Facilities shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement. No such inspection, nor the failure to do so, shall be deemed to create any liability on the part of Licensor for the placement of Licensee's Facilities.

ARTICLE V
INSURANCE

1. Licensee shall obtain and keep in full force and effect during the term of this Agreement and at all times that Licensee is using Private Rights-Of-Way the following insurance coverages:

a. Comprehensive commercial general liability insurance, including contractual, independent contractors, broad form property and products and completed operations endorsements. Limits of coverage on an occurrence basis shall be combined single limit of not less than $3,000,000 for bodily injury and property damage with a policy aggregate of not less than $5,000,000. This coverage may be provided in combination with an excess/umbrella liability policy.

b. Statutory workers compensation benefits.

c. Employer liability coverage in an amount of not less than $500,000.

2. Licensee acknowledges that Licensor is not responsible for carrying any insurance coverage with respect to Licensee's Facilities.

3. Upon request, Licensee shall deliver to Licensor a certificate of insurance reflecting the coverages required Section 1(a). The following provisions must be added on such certificate:

a. Licensor will receive thirty (30) days' prior notice of cancellation or material change in the coverage or limits of the policy, by certified mail sent to location specified in Article III, General Conditions, Paragraph 7 of this Agreement.

b. All policies of Licensee shall be primary and not contributory. New York Telephone Company and Bell Atlantic Corporation shall each be an "additional insured" on the coverage required hereunder.

4. All insurance required to be carried by Licensee pursuant to the terms of this Agreement shall be effected under policies issued by insurance companies authorized to do business in New York State, and having a rating in Best's Insurance Reports, or any successor thereto (or if there is none, a rating organization having a national reputation) of at least A- and a financial size category of at least Class VI.

5. Licensee shall promptly notify Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly

or indirectly, by Licensee's use of Private Rights-Of-Way. Copies of all accident reports and statements in Licensee's possession shall be furnished promptly to Licensor upon request.

ARTICLE VI
INDEMNITY

1. Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its Private Rights-Of-Way and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall be liable to Licensee only for and to the extent of any damage to Licensee's Facilities placed within Private Rights-Of-Way that is caused by the negligence of Licensor. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Facilities arising in any manner out of Licensee's use of its Private Rights-Of-Way or arising out of the acts or omissions of any third parties, including, without limitation, any Joint User or Other Licensee.

2. Licensee shall indemnify, defend and hold harmless Licensor and Licensor's affiliates, officers and directors from and against any and all loss, cost, damage and expense, including, without limitation, reasonable attorneys' fees and disbursements, arising out of (a) damages to property and injury or death to persons, including payments made under Worker's Compensation Law or under any plan for employees' disability and death benefits, to the extent arising out of or caused by Licensee's use of a Private Right-Of-Way or by any act or omission of Licensee's employees, agents or contractors, (b) the presence of Licensee's Facilities within Private Rights-Of-Way, including, without limitation, any allegation by the owner of any land or property covered by a Private Right-Of-Way that (i) Licensor lacked the right to grant a License and Apportionment Agreement with respect thereto or (ii) Licensee has violated any terms, covenant or conditions contained in such Private Right-Of-Way Agreement or any laws, rules, regulations, codes and ordinances of any federal, state or local governmental authority having jurisdiction, and (c) the operation of Licensee's Facilities, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, libel and slander, unauthorized use of service, or infringement of patents with respect to the manufacture, use and operation of Licensee's Facilities in combination with Private Rights-Of-Way.

ARTICLE VII
TERMINATION OF LICENSE

1. Licensor shall have the right, at its option, to terminate any License and Apportionment Agreement with respect to any Private Right-Of-Way if:

a. Licensee's Facilities are maintained or used in violation of the terms, covenants and conditions of this Agreement or applicable laws, rules, regulations, codes and ordinances of any federal, state or local governmental authority having jurisdiction, or

b. Licensee attempts to sell, assign, transfer, sublet or apportion all or part of its rights or obligations hereunder to, or permits Licensee's Facilities to be used by, an entity not a party to this Agreement, without the prior written consent of Licensor; or

c. Licensee fails to comply with any of the terms, covenants and conditions of this Agreement or defaults in any of its obligations hereunder; or

d. Licensee terminates its business operations; or

e. Licensee ceases to operate Licensee's Facilities for a period of two consecutive years.

f. Licensee fails to occupy the Private Right-of-Way within sixty (60) days after all Make-ready work is complete.

2. Licensor will promptly notify Licensee in writing of any default specified in the preceding Section 1. If Licensee fails to cure such default within thirty (30) days after such notice is given, Licensor may immediately terminate the License and Apportionment Agreement with respect to the Private Right-Of-Way that was the subject of such default.

3. In the event of termination of any of Licensee's authorizations hereunder, Licensee will remove its facilities from the Private Rights-Of-Way within 60 days after the effective date of the termination. If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to such facilities or interruption of Licensee's services.

ARTICLE VIII
TERM OF AGREEMENT

If not terminated in accordance with its terms, this Agreement shall continue in effect for a term of one year from the date hereof and thereafter until three months after written notice of termination is given by either party. Such notice of termination may be given to take effect at the end of the original one year period or at any time thereafter.

ARTICLE IX
MISCELLANEOUS

1. Licensee will comply with all Equal Employment Opportunity provisions required by law, regulation or executive order in connection with its activities under this Agreement.

2. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

3. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture of or between Licensor and Licensee, or to create any other relationship between the parties hereto other than that of Licensor and Licensee.

4. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, and vice versa, in any place or places herein in which the context may require such substitution.

5. If any provision of this Agreement or the application thereof to any person or circumstances shall in whole or in part be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

6. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof restricting assignment or transfers by Licensee.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the State of New York and New York or Albany counties. Licensee and its successors and assigns hereby subject themselves to the jurisdiction and venue of any state or federal court located within such state and counties.

8. Article and section headings are used herein for the convenience of reference and shall not be considered when construing or interpreting this Agreement. Neither this Agreement nor any provision hereof shall be construed against the party causing this Agreement or such provision to be drafted.

9. This Agreement shall become effective and binding only upon the execution and delivery of this Agreement by both Licensor and Licensee.

10. This Agreement may not be modified, amended or terminated orally, but only in writing signed by the party against whom enforcement of such modification, amendment or termination is sought.

11. Neither party shall record this Agreement, or any Applications or License and Apportionment Agreements associated therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NEW YORK TELEPHONE COMPANY

By: _____

Title: _____

_____

By: _____

Title: _____

EXHIBIT A

APPLICATION FOR PRIVATE RIGHT-OF-WAY LICENSE AND APPORTIONMENT

In accordance with the terms and conditions of the Master Right-Of-Way Licensing and Apportionment Agreement between New York Telephone Company and us dated as of _____, 199_, application is hereby made for placements by us within the following Private Rights-Of-Way at the following location(s):

_____
(Name of Licensee)

By: _____

Title: _____

Date: _____

1. Applications shall be submitted in duplicate.
2. Indicate precise location, including property owner, block and lot, tax map number, and recording information of existing right-of-way if known. Attach map of right-of-way.
3. A complete description of all facilities shall be given, including quantities, sizes and types of all cables and equipment.

EXHIBIT B

Nonexclusive License and Apportionment Agreement

THIS AGREEMENT, made as of this _____ day of _____, 199_, between NEW YORK TELEPHONE COMPANY, a New York corporation d/b/a Bell Atlantic - New York, having an office at 1095 Avenue of the Americas, New York, New York 10036 ("Licensor") and _____, a _____ having an address at _____ ("Licensee").

RECITALS:

A. Licensor and Licensee are parties to that certain Master Right-Of-Way Licensing And Apportionment Agreement (New York State) dated as of _____ (the "Master Agreement").

B. Pursuant to the Master Agreement, Licensee has made application to share the Private Rights-Of-Way described on Schedule 1 attached hereto.

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein shall have the meaning given such terms in the Master Agreement, unless otherwise indicated.

2. Subject to and upon the terms, covenants and conditions set forth herein and in the Master Agreement, Licensor hereby grants and apportions to Licensee, without covenant or warranty of any kind, a license to use, during the term of the Master Agreement, at Licensee's sole cost and expense, the Private Rights-Of-Way described in Schedule 1, for Licensee's Facilities described on Schedule 2 attached hereto and for no other purpose.

3. The terms, covenants and conditions of the Master Agreement are hereby incorporated herein by reference.

4. This Agreement shall not be recorded.

IN WITNESS WHEREOF, Licensor has signed this Agreement as of the date first above written.

NEW YORK TELEPHONE COMPANY

By: _____

Title: _____

SCHEDULE 1

Rights of Way

SCHEDULE 2

Licensee Facilities

POLE ATTACHMENT AGREEMENT

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POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of_____19____, between NEW YORK TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York 10036 (hereinafter called "Licensor"), and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at_____(hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment and facilities on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on its poles.

NOW, THEREFORE, 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

Subject to the provisions of this Agreement, the Licensor will issue to Licensee for any lawful purpose revocable, nonexclusive licenses authorizing the attachment of Licensee's equipment and facilities to Licensor's poles in the City, Village or Town of _____ County of _____.

ARTICLE II

DEFINITIONS

1. Anchor

A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.

2. Anchor Attachment

A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.

3. Appurtenance Attachment

Any article of equipment attached to a point on a pole not normally occupied by a strand attachment (i.e. equipment cabinets, terminals, etc.).

4. Licensor

The owner or custodian of a pole and the only party permitted to issue