



New York State Thruway Authority

**OCCUPANCY
PERMIT APPLICATION**

For Official Use Only

New Amended

Occupancy Permit Number:

4026

Work Permit Number:

4-2000-139, 140, 141

APPLICANTS: Please read and complete Sections 1, 2, 4, 5 (print or type) and sign Section 7.
Any missing or incorrect information may cause a delay in the processing of your application.

Section 1 APPLICANT IDENTIFICATION INFORMATION

(Check one):

Individual Business/Corporation Municipality Other (please describe): _____

Name: *Williams Communications, Inc.* Federal ID/Doc# *9806*
c/o Williams Communications Group, Inc. *73-1349451*

Mailing Address: Street _____ Suite or Apt. No. *3483*
P.O. Box _____

Tulsa City/Town/Village _____ OK State _____ 74101 Zip Code

Contact Person Name (please print): *Mr. John Corcoran* Telephone Number: *(918) 573-2600 ext 5928* Fax Number: *(918) 573-6389*

Section 2 FACILITY IDENTIFICATION INFORMATION

TYPE OF FACILITY (Check one):
 Water Mains Telephone Other (please describe): *Fiber optic Cable*
 Gas Mains Cable Television
 Sewers Electric _____ Voltage _____

LOCATION OF FACILITY (Check one):
 Underground Aerial
 Surface Bridge Attachment

PURPOSE OF APPLICATION (Please provide brief description and location):
Install a fiber optic system at M.P. #27.0-

Install a meet-me-point-vault to connect fiber optic cable to Back Bone M.P. 426.43

Section 3 FOR THRUWAY USE ONLY

FACILITY LOCATION MILEPOST BOUNDARY Beginning Milepost Number <i>426.43</i>	FACILITY LOCATION CITY/TOWN/VILLAGE (use beginning milepost to make determination) <i>Chickitwaga</i>	FACILITY LOCATION COUNTY (use beginning milepost to make determination) <i>One</i>
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FACILITY LOCATION DIVISION (Check one):
 (Use beginning milepost number to make determination; see Section 9 for further information)

New York Albany Syracuse Buffalo

TA-41337 (2/98) 2 of 4

Section 4 PLEASE READ THOROUGHLY BEFORE SIGNING

Authority lands are devoted to public use. Permits, therefore, are by sufferance and the duration thereof is at the Authority's discretion, regardless of the length of term granted. All permits are, therefore, revocable unilaterally by the Authority. The permittee will maintain all installations permitted hereunder subject to the risk of relocating or removing them at the permittee's own expense, in accordance with the directions of the Authority.

Section 5 ADDITIONAL INFORMATION

It is absolutely necessary that the permittee notify the appropriate Thruway Authority Division Director at least 24 hours before work is started and upon its completion. Similar notification is required in case of any future replacements or repairs.

If you need quick and accurate identification of New York State permits necessary for a complex business venture, use the State's Master Application Procedure by dialing 1-800-342-3464 and describing your plans to the Governor's Office of Regulatory Reform (GORR).

Write or Call the Thruway Division Checked on the Back of this Application.
If You Have Further Questions About This Permit.

Applicant continue with Section 6

Section 6 FOR THRUWAY USE ONLY

Administrative Fee: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Original \$ <u>750⁰⁰</u> <input type="checkbox"/> Amended \$ _____	Annual Fee required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Original \$ <u>38,400⁰⁰</u> <input type="checkbox"/> Amended \$ _____	Performance Bond: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Original \$ _____ <input type="checkbox"/> Amended \$ _____	Security Deposit: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Original \$ _____ <input type="checkbox"/> Amended \$ _____
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APPROVAL (If Applicable):

 SIGNATURE OF FEE APPROVAL PLEASE PRINT NAME DATE

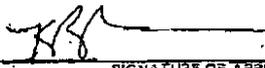
Subject to Back Charges: <input type="checkbox"/> YES <input type="checkbox"/> NO	Subject to Liquidated Damages: <input type="checkbox"/> YES <input type="checkbox"/> NO	Type of Insurance Furnished: <input checked="" type="checkbox"/> TA-51333 <input checked="" type="checkbox"/> Expiration Date <u>3-1-2001</u> <input type="checkbox"/> Undertaking, effective date _____ <input type="checkbox"/> Duplicate policy # _____ Effective date _____ <input type="checkbox"/> TA-51318 Engineering Agreement
Condition Rider attached: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Section 7 APPLICANT AFFIRMATION

Application is hereby made by the undersigned in accordance with the map and/or plan hereto attached, and subject to the RULES AND REGULATIONS OF THE NEW YORK STATE THRUWAY AUTHORITY and to the NEW YORK STATE THRUWAY AUTHORITY OCCUPANCY AND WORK PERMIT ACCOMMODATION POLICY (TAP-401) and any CONDITION RIDER or amendments thereto forming a part hereof. This applicant will obtain any other consents or permits that may be necessary to accomplish the purposes set forth above as it is understood that in granting a permit, the New York State Thruway Authority merely expresses its assent in so far as it is authorized.

In consideration of the granting of a permit, the undersigned hereby accepts the same subject to the conditions therein described.

Dated this 22 day of September, 2000.


SIGNATURE OF APPLICANT

Row Agent, Williams Communications, Inc.
TITLE
(if applicable)

Keith Buckalew
PLEASE PRINT NAME

Section 8 FOR THRUWAY USE ONLY

Permission is hereby granted to Williams Communications, Inc. (hereinafter referred to as "permittee") to proceed as set forth and represented in the foregoing application and at the particular location described therein in accordance with the map and/or plan thereto attached and subject to the RULES AND REGULATIONS OF THE NEW YORK STATE THRUWAY AUTHORITY and to the NEW YORK STATE THRUWAY AUTHORITY OCCUPANCY AND WORK PERMIT ACCOMMODATION POLICY (TAP-401) and any amendments thereto which are incorporated herein as though fully set forth and to all terms and conditions set forth in any CONDITION RIDER and all terms attached hereto.

Dated at ALBANY, N.Y. this 27th day of September, 2000.


SIGNATURE

Edward M. Slowinski
PLEASE PRINT NAME

Thruway Commercial Rep.
TITLE

POP for Buffalo (No.6) MP 427

RIDER TO OCCUPANCY PERMIT APPLICATION

Pursuant to an agreement between the New York State Thruway Authority (the "Authority") and MFS Network Technologies, Inc. ("MFSNT") (now known as "Adesta Communications, Inc. ("Adesta")), whereby a Fiber Optics Facility was constructed within the Authority ROW (the "Facility"), and MFSNT was authorized to enter User agreements subject to Authority approval, Williams Communications, Inc. ("Williams") entered into an agreement approved by the Authority with MFSNT to use that Facility. Williams has requested an occupancy permit to expand the Facility by means of an additional fiber access connection at the subject location. The Authority has agreed to issue such permit upon the terms and conditions subject location. The Authority has agreed to issue such permit upon the terms and conditions hereof, including that Williams shall obtain agreement from Adesta that Adesta (or its contractors, including Williams, if Adesta contracts with Williams to perform the work) shall construct and be responsible for such expanded Facility, and that Williams shall pay the Authority an annual connection fee as rent.

The following additional terms and conditions are incorporated into form TA-41337 (2-98), the Occupancy Permit Application (which, inter alia, incorporates by reference the terms and conditions of the New York State Thruway Occupancy and Work Permit Accommodation Policy). In the event of any conflict or inconsistency between this Rider and the terms of the form TA-41337 (2-98), the terms of this Rider shall govern and control.

I. Definitions

The following terms when used in this Rider shall have the following meanings:

Permit Agreement: This Rider, form TA-41337 (2-98) and, all documents incorporated therein, are hereinafter referred to as the "Permit Agreement."

Adesta: Adesta Communications, Inc. (formerly known as MFS Network Technologies, Inc.), its successors and assigns.

Authority: The New York State Thruway Authority, its successors and assigns.

Permittee: Williams Communications, Inc., its successors and assigns (or Williams).

II. General

A. The purpose of this Permit Agreement is to set forth the terms and conditions for additional fiber access connection for Williams's communications systems at New York State Milepost 427.00, approximately * feet to the Thruway ROW line at * ("Permit Area") to an off-Thruway point of presence ("POP") owned or leased by the Authority. This connection is generally described as being located at Clinton Avenue (Site No. in the Authority's Buffalo Division and designated by Drawing; Milepost 427.00 ("Buffalo Connection").

1. The Authority shall permit Williams to connect one 96 fiber cable in each of 2 innerducts from the Facility to the ROW line, provided that Williams

*See attached site drawings within Occupancy Permit

POP for Buffalo (No. 6) MP 427

carry out such connection by constructing: (a) three ducts, each containing four (4) 1¼ inch innerducts, from the Vault to the ROW line; and (b) a single trench containing twelve (12) 1¼ inch innerducts from the Vault to the Facility all as more particularly described in the plans attached hereto as Exhibit 1. For purposes of clarification, from the Facility to the Vault, each of the 96 fiber cables shall be contained in one innerduct and from the Vault to the Right of Way line, each of such cables shall be contained in one innerduct. Williams shall obtain agreement with Adesta to expand its existing facility to accommodate and arrange for the construction of such connection in accordance with the design criteria herein. In addition to this permit, a work permit, which work permit shall contain any and all conditions required by the Authority, shall be required for any specific construction or maintenance work activity on Authority property. The design plans and the Permit Area shall be approved by the Division Director and the Chief Engineer of the Authority or his designee prior to issuance of a work permit. As-builts shall be filed with the Chief Engineer and incorporated into this Permit Agreement when completed.

Construction details shall include the following: twelve (12) 1¼ inch ducts (6 in and 6 out) connected to the existing Facility at a hand hole, and proceeding thence to an underground work vault on Authority property, adjacent to the Authority ROW line, with inner dimensions of 12 X 7 X 6 feet minimum, and thence in 3 ducts, each containing 4 innerducts, from the Vault to the Authority ROW line at a point safely and practicably accessible for construction and maintenance from off-ROW public property. In all other respects, construction details shall be the same as the existing Adesta Facility. Work shall be confined to that shown in the plans attached hereto and made a part hereof as Exhibit 1.

2. Permittee shall require Adesta, at no cost or expense to the Authority, to be responsible for the construction and maintenance of the additional access connection. Adesta may perform such work through contractual arrangements with others, including Williams or Williams's contractors.
3. Permittee shall comply with all applicable laws, rules and regulations, including, without limitation, all environmental laws.
4. In addition to, and not in limitation of, Permittee's liability and indemnification obligations pursuant to Section IV. B. of the Occupancy and Work Permit Accommodation Policy, in no event shall Permittee be entitled to recover lost profits or consequential damages from the Authority.
5. The Authority shall have the right to approve final plans for the installation and location of the additional fiber access connection.

POE ~~Per~~ for Buffalo (No. 6) MP 427

6. Permittee shall require Adesta to provide the Authority with evidence of insurance in amounts and form reasonably satisfactory to the Authority with respect to all construction activity to be performed by or on behalf of Permittee.
7. Permittee shall require Adesta to relocate the additional fiber access connection at no cost to the Authority if the Authority, in its sole discretion, requires relocation for any reason. Nothing herein is intended to alter Williams' obligation to reimburse Adesta under the User Agreement.
8. At the expiration of the Agreement, title to the Facility and cable shall be governed by the existing agreements between Adesta and the Authority and Adesta and Williams.
9. Permittee shall not access the fiber access connection from Thruway right of way; access for all construction and maintenance activities shall be exclusively from public right of way adjacent to the Thruway ROW line.
10. Permittee asserts that a dispute has arisen between the parties in relation to Permittee's rights to an additional fiber access connection at the subject location. Permittee and the Authority are desirous of resolving all disputes with the subject location, and they acknowledge and agree that this Permit Agreement will settle any such disputes. Permittee hereby settles and releases and agrees to hold harmless the Authority from any and all claims it may have with respect to this Permit Agreement or any other agreement it may have with the Authority or Adesta concerning an additional fiber access connection at this location.

This Permit Agreement shall not be construed as an admission of liability, fault or otherwise on the part of any party and, inasmuch as it is entered into in settlement of alleged disputes related solely to the connection at this location, shall not be admissible for any purpose in connection with any other dispute, claim or litigation.

11. If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify the Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Without limiting the foregoing, Williams shall promptly notify the Authority of any additional fibers to be installed at the location covered by this Permit Agreement. The parties hereto agree that failure to furnish such notice shall be deemed a material breach of this Permit Agreement.

In addition to paying additional fees as provided for in Article II B, Permittee will be required to obtain: (a) a work permit from the Authority for such additional fiber installation; and (b) consent from Adesta on all of

POP for Buffalo (No. 6) MP 427

such terms as are agreed to by Adesta by executing this Permit Agreement.

If additional fibers are installed, this Permit Agreement will be amended to reflect such addition, and the Authority reserves the right to increase insurance and bond requirements if it, in its sole discretion, deems such escalation to be necessary. Although this Permit Agreement provides for the possibility of installing additional fibers, the Permittee understands and agrees that: (a) installation will only be permitted in 4 innerducts, i.e., the two innerducts connecting to Williams' existing 96 fiber cable located in the backbone Facility and the two innerducts connecting to the Williams' second innerduct on the backbone Facility; and (b) nothing herein shall obligate the Authority to allow such fiber count to be increased unless all of the Authority's engineering conditions in connection with such increase have been met, including, but not limited to, submission of design plans that are fully approved by the Division Director and the Chief Engineer of the Authority.

12. The Authority at any time shall have the right to audit the number of fibers composing the POP Connection at this location.

B. Economic Terms

Rent shall be paid as follows:

- (1) A. Permittee shall pay to the Authority an annual fee calculated at the rate of: (a) \$400 per fiber for each of the ninety-six (96) fiber composing the POP Connection and (b) \$333 for each fiber in excess of ninety-six (96) fibers composing the POP Connection, where the total number of fibers at the connection is increased beyond ninety-six (96) fibers in accordance with any rights Permittee may have under the User Agreement and subject to all terms and conditions of this Permit Agreement. In addition to the calculated fee, Permittee shall pay an additional sum of \$18,000 per year for regeneration capability associated with the POP Connection.
B. The annual fee set forth in Paragraph (1)A. shall be escalated annually by the same percentage that the Albany, New York Consumer Price Index, increases annually. Notwithstanding the foregoing, in no event shall the increase of any annual fee be greater than 5% or less than 2.54%, compounded per annum.
- (2) Rent for the first year (i.e., the date of execution of this Permit Agreement through the end of the first anniversary thereof) shall be paid upon the execution of this Rider by Permittee. During the term of the Agreement, rent for each other year shall be paid

POP for Buffalo (No. 6) MP 427

annually in advance on or before each anniversary of the date of this Permit Agreement.

- (3) Permittee shall pay the first year's annual fee set forth in Paragraph (1)A. above, plus all one-time non-recurring fees required by the Authority for such Occupancy Permits, prior to issuance of the Work Permit required per Article II. A. 1. above.

C. Term

The term of this Permit Agreement shall commence upon the date of execution of this Permit Agreement and shall terminate upon the termination of the User Agreement. Notwithstanding anything to the contrary in this Permit Agreement, including, but not limited to form TA-41337 (2-98) and the Occupancy and Work Permit Accommodation Policy, absent a material breach by Permittee of this Permit Agreement, this permit may not be revoked prior to the end of term of the User Agreement.

D. Restrictions/NYSTA Reserved Rights

1. Permittee may not assign or transfer its rights or obligations hereunder, either voluntarily or involuntarily, with respect to the leased space to any other party without the prior written consent of the Authority. Notwithstanding the foregoing, this Article shall not prevent:
(a) Permittee from assigning or transferring its rights and obligations hereunder to an Affiliate as defined below; or (b) the lease or license of fiber strands, the provision of indefeasible rights of use grants, leases or other rights to use such fibers in Permittee's systems to third party customers of Permittee. Furthermore, with each such notice, Permittee shall certify that such licensee, sub-lessee or other user has no involvement, affiliation or known contact with any entity intending to utilize the facility for an illegal purpose or entity, individual or member of any organized crime organization or similar criminal enterprise. Nothing contained herein shall prevent or impair the Authority from transferring or assigning the Thruway, the Agreement or any of its rights or obligations thereunder.

"Affiliate" shall mean any party controlling, controlled by or under common control with Williams.

2. The rights granted to Permittee under the Agreement shall be non-exclusive.
3. Additional terms:
 - (a) Holding Over

POP1 for Buffalo (No. 6) MP 427

Any holding over by the Permittee after the expiration of the Term without the Authority's prior written consent shall be treated as a daily tenancy at sufferance at a rate equal to 1.50 times the Fixed Rent then in effect plus other charges herein provided (prorated on a daily basis). The Permittee shall also pay to the Authority all damages, direct and/or indirect, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Agreement as far as applicable.

(b) Entire Agreement

This Permit Agreement granted in conjunction with the User Agreement of April 12, 1999 contains the entire Agreement between the parties hereto regarding the subject matter hereof.

(c) Waiver; Amendment

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(d) Joint Venture

Nothing contained in this Agreement shall be construed to create a partnership, a joint venture, an association, a trust or other entity, nor to constitute either party as the agent of or for the other.

(e) Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Agreed to and acknowledged as of the date first above written: by individuals duly authorized on behalf of the parties hereto.

WILLIAMS COMMUNICATIONS, INC.

By: 

Name: T. F. ELBERT
Title: Attorney-in-fact

By its execution below, Adesta agrees, with respect to this additional access connection: (1) to construct and maintain the Vault and the Twelve innerducts, and any and all appurtenances, to be

POP Rtd Buffalo (No. 6) MP 427

installed herein at no cost or expense to the Authority; (2) that the Authority shall be entitled to all rent payable by Permittee on account of the transaction contemplated hereby; (3) that Adesta shall perform any locates or relocations without charge to the Authority; and (4) that the Authority will not be responsible for any damages except for gross negligence or intentional damages.

ADESTA COMMUNICATIONS, INC.

By: [Signature]

Name: HAROLD F. ALVORD
Title: SENIOR VICE PRESIDENT

Agreed and Permitted this 25th day of Nov, 2000.

NEW YORK STATE THRUWAY AUTHORITY

By: [Signature]

Name: John T. Brizzelli, P.E.
Title: Deputy Executive Director / Chief Engineer



New York State Thruway Authority

OCCUPANCY
PERMIT APPLICATION

<i>For Official Use Only</i>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amended
Occupancy Permit Number: 4026	
Work Permit Number: 4-2000-139, 140, 141	

APPLICANTS: Please read and complete Sections 1, 2, 4, 5 (print or type) and sign Section 7.
Any missing or incorrect information may cause a delay in the processing of your application.

Section 1 APPLICANT IDENTIFICATION INFORMATION

Check one:

Individual Business/Corporation Municipality Other (please describe): _____

Name: Williams Communications, Inc.
c/o Williams Communications Group, Inc. Federal ID: 3884
73-1349451

Mailing Address:

Street	Suite or Apt. No.	3483 P.O. Box
Tulsa City/Town/Village	OK State	74101 Zip Code

Contact Person Name (please print): Mr. John Corcoran Telephone Number: (918) 1573-2600 ext 2928 Fax Number: (918) 1573-6389

Section 2 FACILITY IDENTIFICATION INFORMATION

TYPE OF FACILITY (Check one):

Water Mains Telephone Other (please describe): Fiberoptic Cable

Gas Mains Cable Television

Sewers Electric _____ Voltage _____

LOCATION OF FACILITY (Check one):

Underground Aerial

Surface Bridge Attachment

PURPOSE OF APPLICATION (Please provide brief description and location):
Install a fiber optic system at M.P. #27.0-

Install a meet-me-point-junction to connect fiber optic cable to Back Bone M.P. 426.43 Buffalo ADP - Ryan

Section 3 FOR THRUWAY USE ONLY

FACILITY LOCATION MILEPOST BOUNDARY Beginning Milepost Number <u>426.43</u>	FACILITY LOCATION CITY/TOWN/VILLAGE (Use beginning milepost to make determination) <u>Cheektowaga</u>	FACILITY LOCATION COUNTY (Use beginning milepost to make determination) <u>Essex</u>
Only if longitudinal include Ending Milepost Number _____		

FACILITY LOCATION DIVISION (Check one):
(Use beginning milepost number to make determination; see Section 9 for further information)

New York Albany Syracuse Buffalo

Section 7 APPLICANT AFFIRMATION

Application is hereby made by the undersigned in accordance with the map and/or plan hereto attached, and subject to the RULES AND REGULATIONS OF THE NEW YORK STATE THRUWAY AUTHORITY and to the NEW YORK STATE THRUWAY AUTHORITY OCCUPANCY AND WORK PERMIT ACCOMMODATION POLICY (TAP-401) and any CONDITION RIDER or amendments thereto, forming a part hereof. This applicant will obtain any other consents or permits that may be necessary to accomplish the purposes set forth above. It is understood that in granting a permit, the New York State Thruway Authority merely expresses its consent in so far as it is authorized.

In consideration of the granting of a permit, the undersigned hereby accepts the same subject to the conditions therein described.

Dated this 22 day of September, 2000.



SIGNATURE OF APPLICANT
Keith Buckalew
PLEASE PRINT NAME

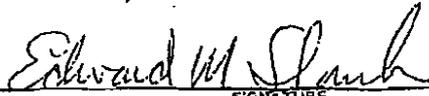
Row Agent, Williams Communications, Inc.

TITLE
(if applicable)

Section 8 FOR THRUWAY USE ONLY

Permission is hereby granted to Williams Communications, Inc. (hereinafter referred to as "permittee") to proceed as set forth and represented in the foregoing application and at the particular location described therein in accordance with the map and/or plan thereto attached and subject to the RULES AND REGULATIONS OF THE NEW YORK STATE THRUWAY AUTHORITY and to the NEW YORK STATE THRUWAY AUTHORITY OCCUPANCY AND WORK PERMIT ACCOMMODATION POLICY (TAP-401) and any amendments thereto which are incorporated herein as though fully set forth and to all terms and conditions set forth in any CONDITION RIDER and all terms attached hereto.

Dated at ALBANY, N.Y. this 27th day of September, 2000.



SIGNATURE

Edward M. Slowinski
PLEASE PRINT NAME

Thruway Commercial Rep.
TITLE

7A--1341 (1/95) NEW YORK STATE THRUWAY AUTHORITY
FIELD PAYMENT RECEIPT
WORK/OCCUPANCY PERMITS AND REVIEW FEES

White-Finance Yellow-Division Pink-Payer (See instructions on Reverse Side)

Received From (Print Name): Williams Communications Date: 9/21/2000

Address: PO Box 3483 Tulsa OK 74101 Amount Received: \$ 1500.00

METHOD OF PAYMENT: PURPOSE OF FUNDS:

Cash Work Permit # 4-2000-139,140,141

Check # 159397 Occupancy Permit - *See note below.

Money Order # Security Deposits

Other Engineering Review Fees - Attach correspondence explaining fee collection.

RECEIVED BY: Edward M. Slawinski (Signature) PRINT Name & Title: Edward M. Slawinski DIVISION: New York Syracuse Albany Buffalo

* NOTE TO OCCUPANCY PERMIT APPLICANT: The Authority's acceptance of the above funds assures that the Authority will perform an engineering analysis on your Occupancy Permit Application. these funds do NOT assure that you will be issued an Occupancy Permit.

COMMENTS: 6P 4026 Administrative fee 250.00
3 WP " " 250.00
\$ 1500.00

AFE 4455 Location Code Williams Communications DATE 9-19 2000 1593
 Sight Draft
 PAY TO THE ORDER OF New York State Thruway Authority \$ 1500.00
One thousand five hundred and 00/100 DOLLAR

Address 3901 Genesee Street
 City, St., Zip Cheektowaga NY 14225-0121 County ERIE State NY Tract:

ROW	Damages	Recording Fees	Office Supplies	Permit/Fee	Other
\$	\$	\$	\$	\$ <u>1500.00</u>	\$

Description: Invoice connect Regen 6(Platastreet)
 PAYABLE THROUGH MP # 4270 Chestnut to New York Build
 BANK OF OKLAHOMA N.A. Williams 21000.00
 TULSA OKLAHOMA Sullivan 250.00
Schwartz 250.00
159397 10390036 000094
Keith Buckalew
 Authorized Signature

Exhibit 31

L-195.019

Contract Brief

File Number C00909
Contract Name Rider to Occupancy Permit Application - #4028 - Henrietta
Contract From Williams Communications, LLC
Contract To New York State Thruway Authority
Agreement Type Permit;
Effective Date 09/22/2000
Evergreen No

To Party Notice Address New York State Thruway Authority
Director of Albany Division
P O Box 189
Albany, NY 12201

Consideration \$18,000 annually + CPI annually.
Legal MP. 393.39 - Henrietta
Term Term of Permit Agreement shall terminate upon termination of User Agreement (20 years after acceptance of Williams Fiber)
Termination Except for default by Permittee, Permit may not be revoked prior to end of term of User Agreement.
Line Names Cleveland to New York - Cleveland to Yonkers;
Line States Test State;
Line Counties Sample County (XX);

C00909 IRU

iru Type
Thrd Party Name
Line Segment
Mileage
Comments
IRU Line Components
IRU Line Names
IRU Line States
IRU Line Counties

Contract Brief

L-195,019



New York State Thruway Authority

OCCUPANCY PERMIT APPLICATION

For Official Use Only

New Amended

Occupancy Permit Number:
4028

Work Permit Number:
4-2000-415, 146, 147

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Name: Williams Communications, Inc.
c/o Williams Communications Group, Inc.

Federal ID# ~~000000000~~
73-1349451

Mailing Address:

Street: _____ Suite or Apt. No.: _____ 3483 P.O. Box

Tulsa City/Town/Village OK State 74101 Zip Code

Contact Person Name (please print): Mr. John Corcoran Telephone Number: (918) 573-2600 ext 9928 Fax Number: (918) 573-6389

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Gas Mains Cable Television

Sewers Electric _____ Voltage _____

LOCATION OF FACILITY (Check one):

Underground Aerial

Surface Bridge Attachment

PURPOSE OF APPLICATION (Please provide brief description and location):

Install a fiberoptic system at M.P.# 393.4

Install a meet-me-point Vault to connect Fiber Optic cable back bone

Section 3 FOR THRUWAY USE ONLY

FACILITY LOCATION MILEPOST BOUNDARY Beginning Milepost Number <u>392.39</u>	FACILITY LOCATION CITY/TOWN/VILLAGE (use beginning milepost to make determination) <u>Henrieville</u>	FACILITY LOCATION COUNTY (use beginning milepost to make determination) <u>Monroe</u>
Only if longitudinal include Ending Milepost Number <u>444</u>		
FACILITY LOCATION DIVISION (Check one): Use beginning milepost number to make determination; see Section 9 for further information)		
<input type="checkbox"/> New York <input type="checkbox"/> Albany <input type="checkbox"/> Syracuse <input checked="" type="checkbox"/> Buffalo		

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Keith Buckalew
PLEASE PRINT NAME

Row Agent, Williams Communications, Inc.

TITLE
(if applicable)

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Dated at ALBANY, N.Y. this 13th day of November, 2000.



SIGNATURE

Edward M. Slowinski

PLEASE PRINT NAME

Thruway Commercial Rep.

TITLE

RIDER TO OCCUPANCY PERMIT APPLICATION

Pursuant to an agreement between the New York State Thruway Authority (the "Authority") and MFS Network Technologies, Inc. ("MFSNT") (now known as "Adesta Communications, Inc. ("Adesta")), whereby a Fiber Optics Facility was constructed within the Authority ROW (the "Facility"), and MFSNT was authorized to enter User agreements subject to Authority approval, Williams Communications, Inc. ("Williams") entered into an agreement approved by the Authority with MFSNT to use that Facility. Williams has requested an occupancy permit to expand the Facility by means of an additional fiber access connection at the subject location. The Authority has agreed to issue such permit upon the terms and conditions subject location. The Authority has agreed to issue such permit upon the terms and conditions hereof, including that Williams shall obtain agreement from Adesta that Adesta (or its contractors, including Williams, if Adesta contracts with Williams to perform the work) shall construct and be responsible for such expanded Facility, and that Williams shall pay the Authority an annual connection fee as rent.

The following additional terms and conditions are incorporated into form TA-41337 (2-98), the Occupancy Permit Application (which, inter alia, incorporates by reference the terms and conditions of the New York State Thruway Occupancy and Work Permit Accommodation Policy). In the event of any conflict or inconsistency between this Rider and the terms of the form TA-41337 (2-98), the terms of this Rider shall govern and control.

I. Definitions

The following terms when used in this Rider shall have the following meanings:

Permit Agreement: This Rider, form TA-41337 (2-98) and, all documents incorporated therein, are hereinafter referred to as the "Permit Agreement."

Adesta: Adesta Communications, Inc. (formerly known as MFS Network Technologies, Inc.), its successors and assigns.

Authority: The New York State Thruway Authority, its successors and assigns.

Permittee: Williams Communications, Inc., its successors and assigns (or Williams).

II. General

A. The purpose of this Permit Agreement is to set forth the terms and conditions for an additional fiber access connection for Williams's communications systems at New York State Thruway Milepost 393.4, approximately * feet to the Thruway ROW line at * (the "Permit Area") to an off-Thruway regeneration facility ("Regeneration Station") owned or leased by the Permittee. This connection is generally described as being located at Kelsey Road (Site No. 7) within the Authority's Buffalo Division and designated by Drawing Milepost 393.4 ("Batavia Regeneration Connection").

*See attached site drawings within Occupancy Permit

1. The Authority shall permit Williams to connect one 96 fiber cable in each of 2 innerducts from the Facility to the ROW line, provided that Williams carry out such connection by constructing: (a) three ducts, each containing four (4) 1¼ inch innerducts, from the Vault to the ROW line; and (b) a single trench containing twelve (12) 1¼ inch innerducts from the Vault to the Facility all as more particularly described in the plans attached hereto as Exhibit 1. For purposes of clarification, from the Facility to the Vault, each of the 96 fiber cables shall be contained in one innerduct and from the Vault to the Right of Way line, each of such cables shall be contained in one innerduct. Williams shall obtain agreement with Adesta to expand its existing facility to accommodate and arrange for the construction of such connection in accordance with the design criteria herein. In addition to this permit, a work permit, which work permit shall contain any and all conditions required by the Authority, shall be required for any specific construction or maintenance work activity on Authority property. The design plans and the Permit Area shall be approved by the Division Director and the Chief Engineer of the Authority or his designee prior to issuance of a work permit. As-builts shall be filed with the Chief Engineer and incorporated into this Permit Agreement when completed.

Construction details shall include the following: twelve (12) 1¼ inch ducts (6 in and 6 out) connected to the existing Facility at a hand hole, and proceeding thence to an underground work vault on Authority property, adjacent to the Authority ROW line, with inner dimensions of 12 X 7 X 6 feet minimum, and thence in 3 ducts, each containing 4 innerducts, from the Vault to the Authority ROW line at a point safely and practicably accessible for construction and maintenance from off-ROW public property. In all other respects, construction details shall be the same as the existing Adesta Facility. Work shall be confined to that shown in the plans attached hereto and made a part hereof as Exhibit 1

2. Permittee shall require Adesta, at no cost or expense to the Authority, to be responsible for the construction and maintenance of the additional access connection. Adesta may perform such work through contractual arrangements with others, including Williams or Williams's contractors.
3. Permittee shall comply with all applicable laws, rules and regulations, including, without limitation, all environmental laws.
4. In addition to, and not in limitation of, Permittee's liability and indemnification obligations pursuant to Section IV. B. of the Occupancy and Work Permit Accommodation Policy, in no event shall Permittee be entitled to recover lost profits or consequential damages from the Authority.
5. The Authority shall have the right to approve final plans for the installation and location of the additional fiber access connection.

6. Permittee shall require Adesta to provide the Authority with evidence of insurance in amounts and form reasonably satisfactory to the Authority with respect to all construction activity to be performed by or on behalf of Permittee.
7. Permittee shall require Adesta to relocate the additional fiber access connection at no cost to the Authority if the Authority, in its sole discretion, requires relocation for any reason. Nothing herein is intended to alter Williams' obligation to reimburse Adesta under the User Agreement.
8. At the expiration of the Agreement, title to the Facility and cable shall be governed by the existing agreements between Adesta and the Authority and Adesta and Williams.
9. Permittee shall not access the fiber access connection from Thruway right of way; access for all construction and maintenance activities shall be exclusively from public right of way adjacent to the Thruway ROW line.
10. Permittee asserts that a dispute has arisen between the parties in relation to Permittee's rights to an additional fiber access connection at the subject location. Permittee and the Authority are desirous of resolving all disputes with the subject location, and they acknowledge and agree that this Permit Agreement will settle any such disputes. Permittee hereby settles and releases and agrees to hold harmless the Authority from any and all claims it may have with respect to this Permit Agreement or any other agreement it may have with the Authority or Adesta concerning an additional fiber access connection at this location.

This Permit Agreement shall not be construed as an admission of liability, fault or otherwise on the part of any party and, inasmuch as it is entered into in settlement of alleged disputes related solely to the connection at this location, shall not be admissible for any purpose in connection with any other dispute, claim or litigation.

11. If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify the Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Without limiting the foregoing, Williams shall promptly notify the Authority of any additional fibers to be installed at the location covered by this Permit Agreement. The parties hereto agree that failure to furnish such notice shall be deemed a material breach of this Permit Agreement.

In addition to paying additional fees as provided for in Article II. B. Permittee will be required to obtain: (a) a work permit from the Authority for such additional fiber installation; and (b) consent from Adesta on all of such terms as are agreed to by Adesta in executing this Permit Agreement Agreement.

If additional fibers are installed, this Permit Agreement will be amended to reflect such addition, and the Authority reserves the right to increase insurance and bond requirements if it, in its sole discretion, deems such escalation to be necessary.

Although this Permit Agreement provides for the possibility of installing additional fibers, the Permittee understands and agrees that: (a) installation will only be permitted in 4 innerducts, i.e., the two innerducts connecting to Williams' existing 96 fiber cable located in the backbone Facility and the two innerducts connecting to the Williams' second innerduct on the backbone Facility; and (b) nothing herein shall obligate the Authority to allow such fiber count to be increased unless all of the Authority's engineering conditions in connection with such increase have been met, including, but not limited to, submission of design plans that are fully approved by the Division Director and the Chief Engineer of the Authority.

12. The Authority at any time shall have the right to audit the number of fibers composing the Connection at this location.

B. Economic Terms

Rent shall be paid as follows:

- (1) A. Permittee shall pay to the Authority an annual fee of \$18,000.
B. The annual fee set forth in Paragraph (1)A. shall be escalated annually by the same percentage that the Albany, New York Consumer Price Index, increases annually. Notwithstanding the foregoing, in no event shall the increase of any annual fee be greater than 5% or less than 2.54%, compounded per annum.
- (2) Rent for the first year (i.e., the date of execution of this Permit Agreement through the end of the first anniversary thereof) shall be paid upon the execution of this Rider by Permittee. During the term of the Agreement, rent for each other year shall be paid annually in advance on or before each anniversary of the date of this Permit Agreement.
- (3) Permittee shall pay the first year's annual fee set forth in Paragraph (1)A. above, plus all one-time non-recurring fees required by the Authority for such Occupancy Permits, prior to issuance of the Work Permit required per Article II. A. 1. above.

C. Term

The term of this Permit Agreement shall commence upon the date of execution of this Permit Agreement and shall terminate upon the termination of the User Agreement. Notwithstanding anything to the contrary in this Permit Agreement, including, but not limited to form TA-41337 (2-98) and the Occupancy and Work Permit Accommodation Policy, absent a material breach by Permittee of this Permit Agreement, this permit may not be revoked prior to the end of term of the User Agreement.

D. Restrictions/NYSTA Reserved Rights

1. Permittee may not assign or transfer its rights or obligations hereunder, either voluntarily or involuntarily, with respect to the leased space to any other party without the prior written consent of the Authority. Notwithstanding the foregoing, this Article shall not prevent:
 - (a) Permittee from assigning or transferring its rights and obligations hereunder to an Affiliate as defined below; or (b) the lease or license of fiber strands, the provision of indefeasible rights of use grants, leases or other rights to use such fibers in Permittee's systems to third party customers of Permittee. Furthermore, with each such notice, Permittee shall certify that such licensee, sub-lessee or other user has no involvement, affiliation or known contact with any entity intending to utilize the facility for an illegal purpose or entity, individual or member of any organized crime organization or similar criminal enterprise. Nothing contained herein shall prevent or impair the Authority from transferring or assigning the Thruway, the Agreement or any of its rights or obligations thereunder.

"Affiliate" shall mean any party controlling, controlled by or under common control with Williams.

2. The rights granted to Permittee under the Agreement shall be non-exclusive.
3. Additional terms:

(a) Holding Over

Any holding over by the Permittee after the expiration of the Term without the Authority's prior written consent shall be treated as a daily tenancy at sufferance at a rate equal to 1.50 times the Fixed Rent then in effect plus other charges herein provided (prorated on a daily basis). The Permittee shall also pay to the Authority all damages, direct and/or indirect, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Agreement as far as applicable.

(b) Entire Agreement

This Permit Agreement granted in conjunction with the User Agreement of April 12, 1999 contains the entire Agreement between the parties hereto regarding the subject matter hereof.

(c) Waiver, Amendment

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the

party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(d) Joint Venture

Nothing contained in this Agreement shall be construed to create a partnership, a joint venture, an association, a trust or other entity, nor to constitute either party as the agent of or for the other.

(e) Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Agreed to and acknowledged as of the date first above written by individuals duly authorized on behalf of the parties hereto.

WILLIAMS COMMUNICATIONS, INC.

By:  _____

Name: T. F. ELBERT
Title: Attorney-in-fact

By its execution below, Adesta agrees, with respect to this additional access connection: (1) to construct and maintain the Vault and the Twelve innerducts, and any and all appurtenances, to be installed herein at no cost or expense to the Authority; (2) that the Authority shall be entitled to all rent payable by Permittee on account of the transaction contemplated hereby; (3) that Adesta shall perform any locates or relocations without charge to the Authority; and (4) that the

Authority will not be responsible for any damages except for gross negligence or intentional damages.

ADESTA COMMUNICATIONS, INC.

By: Harold F. Alvord

Name: HAROLD F. ALVORD

Title: SENIOR VICE PRESIDENT

Agreed and Permitted this 13th day of Nov, 2000.

NEW YORK STATE THRUWAY AUTHORITY

By: John T. Brizzell

Name: JOHN T. BRIZZELL, P.E.

Title: Deputy Executive Director / Chief Engineer