

**AMENDMENT No. 7  
TO THE INTERCONNECTION AGREEMENT  
By and between**

**NEVADA BELL TELEPHONE COMPANY  
d/b/a SBC NEVADA**

**AND**

**AT&T COMMUNICATIONS OF NEVADA, INC.**

WHEREAS, Nevada Bell Telephone Company<sup>1</sup> d/b/a SBC Nevada (“SBC NEVADA”), and AT&T Communications of Nevada, Inc. (“AT&T”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection which became effective on July 6, 1998, (“Agreement”) and which permits the Parties to mutually amend the Agreement in writing; and

NOW, THEREFORE, the parties agree as follows:

1. Attachment 7, Rights of Way (ROW), Conduits, Pole Attachments, of the Agreement is hereby deleted and replaced with the provisions set forth in Exhibit A attached hereto.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
4. Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties in accordance with the change of law, intervening law or regulatory change provisions of the underlying interconnection agreement.
5. This Amendment shall be filed with and subject to approval by the Nevada Public Utilities Commission. Notwithstanding such approval, the Parties agree to implement this Amendment once it is fully executed by both Parties.
6. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the

---

<sup>1</sup> Nevada Bell Telephone Company, a Nevada corporation, f/k/a SBC Nevada Bell Telephone Company, is now doing business in Nevada as SBC Nevada.

intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law rights relating to the following actions which occurred after the Effective Date of the underlying Agreement, or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 3rd day of August, 2004, by SBC Nevada, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**AT&T Communications of Nevada, Inc.**

**Nevada Bell Telephone Company d/b/a SBC Nevada by SBC Telecommunications, Inc., its authorized agent**

By: Kathleen Whiteaker

By: Larry B. Cooper

Name: Kathleen Whiteaker  
(Print or Type)

Name: Larry B. Cooper  
(Print or Type)

Title: District Manager  
(Print or Type)

Title: For/ President – Industry Markets

Date: 7-14-04

Date: AUG - 3 2004

**APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY**

**MASTER AGREEMENT FOR ACCESS  
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

**ARTICLE 1: PARTIES**

This Appendix is made by and between SBC NEVADA and AT&T. As provided in this Appendix, SBC NEVADA will provide AT&T nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SBC NEVADA and located in this state.

**ARTICLE 2: PURPOSE OF APPENDIX**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which AT&T shall have access to SBC NEVADA's poles, ducts, conduits, and rights-of-way. SBC NEVADA shall provide AT&T with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding AT&T from having such additional access to SBC NEVADA's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between AT&T and SBC NEVADA relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

**ARTICLE 3: DEFINITIONS**

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

- 3.02 Anchor. The term “anchor” refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term “anchor” does not include the guy stand which connects the anchor to the pole.
- 3.03 Appendix. When capitalized, the term “Appendix” refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term “Appendix” includes all appendices, attachments, and addenda to this Appendix.
- 3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term “assigned” refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.
- 3.05 Authorized contractor. “Authorized contractors” are contractors selected by AT&T who may, subject to AT&T’s direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SBC NEVADA or persons acting on SBC NEVADA’s behalf. As used in this Appendix, the term “authorized contractor” does not refer to contractors performing routine installation, maintenance, or repair work on AT&T’s behalf or other contractors who may be selected by AT&T to perform work on AT&T’s behalf without SBC NEVADA’s approval. More specifically, the term “authorized contractor” refers only to those contractors included on a list of contractors mutually approved by AT&T and SBC NEVADA to perform one or more of the following tasks within a specified SBC NEVADA construction district: (a) installation of those sections of AT&T’s ducts or facilities which connect to SBC NEVADA’s conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SBC NEVADA construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes., nor shall approval of an authorized contractor by one SBC NEVADA construction district constitute approval of such authorized contractor for the area served by a different SBC NEVADA construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SBC NEVADA construction districts in which the work is to be performed.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term “available” refers to space that is not occupied or assigned. In conduit systems owned or controlled by SBC NEVADA, maintenance ducts shall not be considered “available” for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SBC NEVADA shall be deemed available for assignment.
- 3.07 Cables. The term “cable” includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmission media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to SBC NEVADA’s poles or placed in SBC NEVADA’s ducts, conduits, or rights-of-way.
- 3.08 Conduit. The term “conduit” refers to all SBC NEVADA conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term “conduit” refers only to conduit owned or controlled by SBC NEVADA, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC NEVADA structures (such as huts and cabinets) which branch off from SBC NEVADA’s conduit.
- 3.09 Conduit occupancy. The term “conduit occupancy” refers to the presence of wire, cable, optical conductors, or other within any part of SBC NEVADA’s conduit system.
- 3.10 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” refers only to conduit systems owned, or controlled by SBC NEVADA and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC NEVADA structures (such as huts and cabinets) which branch off from SBC NEVADA’s conduit.
- 3.11 Construction District. The term “construction district” refers to the SBC NEVADA organization responsible for outside plant construction in a specified geographic area. The term “construction district” connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.
- 3.12 Cost/Cost-based. The terms “cost” and “costs” refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

commission orders. The term “cost-based” refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

- 3.13 Duct. The term “duct” refers to all SBC NEVADA ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term “duct” refers only to ducts owned or controlled by SBC NEVADA and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.
- 3.14 Exhibit. The capitalized term “EXHIBIT” refers to one of the following exhibits to this Appendix. This needs to be updated with Nevada’s forms. I changed the form numbers but they are California form numbers and may not be applicable in Nevada.

EXHIBIT I:	Pole and Conduit Attachment Rates
EXHIBIT II:	Identification of AT&T
EXHIBIT III:	Administrative Forms and Notices
CO-4926:	Authorization to Accept Applications
CO-018:	Application for Pole Attachment/Conduit Occupancy
CO-019:	Cost Estimate Detail for Licensee Work
CO-4927:	Permit to Perform Make Ready Work/Attach/Occupy
CO-4930:	Request for Removal of Licensee Facilities
CO-4931:	Notification of Impending Telco Work
CO-4932:	Notification of Subsequent Work Operations/Additional Expenditures
CO-020:	Construction Inspection Worksheet
CO-1663:	Advance Payment – Custom Work Order Billing
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement

- 3.15 Facilities. The terms “facility” and “facilities” refer to any property, equipment, or items owned or controlled by any person or entity.
- 3.16 FCC. The acronym “FCC” refers to the Federal Communications Commission.
- 3.17 First Interconnection Order. The term “First Interconnection Order” refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.
- 3.18 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of SBC NEVADA’s conduit system and does not refer to handholes which provide access to buried cables not housed within SBC NEVADA ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by SBC NEVADA and does not include cables and other telecommunications equipment located within handhole structures.
- 3.19 Interconnection agreement. The term “interconnection agreement” refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.
- 3.20 Jacket. The term “jacket” refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term “jacket” refers to the outermost sheath or jacket of a cable.
- 3.21 Joint user. The term “joint user” refers to any person or entity which has entered or may enter into an agreement or arrangement with SBC NEVADA permitting it to attach its facilities to SBC NEVADA’s poles or anchors or place its facilities in SBC NEVADA’s conduit system.
- 3.22 PermitPermit. The term “permitpermit” refers to a written instrument confirming that SBC NEVADA has afforded AT&T or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC NEVADA in accordance with applicable federal and state laws and regulations. The term “permitspermit” includes permitspermit issued by SBC NEVADA pursuant to this Appendix and may, if the context requires, refer to permitspermit issued by SBC NEVADA prior to the date of this Appendix.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 3.23 Local service provider (“LSP”). The terms “local service provider” and “LSP” refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include SBC NEVADA.
- 3.24 Maintenance duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) or an inner duct which may be used by SBC NEVADA and joint users (including AT&T) on a short-term basis (not to exceed 30 days) for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SBC NEVADA, AT&T, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct plus one inner duct in a conduit system containing both copper and fiber cables within any given conduit system cross-section shall be designated by SBC NEVADA as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, SBC NEVADA will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term “maintenance duct” does not include ducts and conduits extending from a SBC NEVADA manhole to customer premises. Maintenance ducts shall not be considered “available” (as defined in Section 3.06) for assignment to SBC NEVADA, AT&T, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SBC NEVADA may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SBC NEVADA’s outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 3.25 Make-ready work. The term “make-ready work” refers to all work performed or to be performed to prepare SBC NEVADA’s poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of AT&T’s facilities. Make-ready work does not include the actual installation of AT&T’s facilities. “Make-ready work” includes, but is not limited to, clearing obstructions (e.g., by “rodding” ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate AT&T’s facilities (as contrasted from work performed on SBC NEVADA’s behalf in furtherance of SBC NEVADA’s own business needs, or convenience). “Make-ready work” may require “dig-ups” of existing facilities and may include the repair, enlargement or modification of SBC NEVADA’s facilities (including, but not limited to, conduits, ducts, handholes and manholes), or the performance of other work required to

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**



make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of AT&T's facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.

- 3.26 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by SBC NEVADA and does not include cables and other telecommunications equipment located within manhole structures.
- 3.27 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.
- 3.28 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.
- 3.29 Person acting on AT&T's behalf. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by AT&T and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by AT&T to perform make-ready work shall be deemed to be a person acting on AT&T's behalf while performing such work at AT&T's request.
- 3.30 Person acting on SBC NEVADA's behalf. The terms "person acting on SBC NEVADA's behalf," "personnel performing work on SBC NEVADA's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SBC NEVADA's behalf," "personnel performing work on SBC NEVADA's behalf," and similar terms specifically include, but are not limited to, SBC NEVADA, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SBC NEVADA and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SBC NEVADA to perform make-ready work shall be deemed to be a person acting on SBC NEVADA's behalf while performing such work at SBC NEVADA's request.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 3.31 Pole. The term “pole” refers to all SBC NEVADA poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term “pole” refers only to utility poles and anchors which are either owned or controlled by SBC NEVADA and does not include cables and other telecommunications equipment attached to pole structures.
- 3.32 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term “pole attachment” refers to “any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.” In this Appendix, except as the context otherwise requires, the term “pole attachment” refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SBC NEVADA. The term “pole attachment” includes all such facilities attached to or supported by a SBC NEVADA pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, AT&T’s pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.
- 3.33 Pole Attachment Act. The term “Pole Attachment Act” refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.
- 3.34 Pre-make-ready survey. The term “pre-make-ready survey” refers to work and activities performed or to be performed by SBC NEVADA or by persons acting on SBC NEVADA’s behalf for the primary purpose of:
- (a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to AT&T’s application;
  - (b) confirming or determining the extent, if any, to which modifications to SBC NEVADA’s poles, ducts, conduits, or rights-of-way are required to accommodate AT&T’s facilities;
  - (c) confirming or determining what make-ready work, if any, will be required to prepare SBC NEVADA’s poles, ducts, conduits, or rights-of-way to accommodate AT&T’s facilities; and
  - (d) estimating the costs, if any, that AT&T will be required to pay for any such make-ready work or facilities modifications.

- 3.35 Pre-occupancy survey. The term “pre-occupancy survey” refers to work and activities performed or to be performed by AT&T or persons acting on behalf of AT&T for the primary purpose of enabling AT&T to determine:
- (a) whether SBC NEVADA’s poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for AT&T’s intended use;
  - (b) the extent, if any, to which modifications of SBC NEVADA’s poles, ducts, conduits, or rights-of-way will be proposed by AT&T to expand the capacity of SBC NEVADA’s poles, ducts, conduits, or rights-of-way to accommodate AT&T’s facilities; and
  - (c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate AT&T’s facilities.
- 3.36 Primary point of contact. The term “primary point of contact” refers to the persons designated by AT&T and SBC NEVADA, respectively, to coordinate arrangements for AT&T’s access to SBC NEVADA’s poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SBC NEVADA’s designated primary point of contact shall be the Structure Access Manager unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between AT&T and the Structure Access Manager.
- 3.37 Rights-of-way. As used in this Appendix, the term “rights-of-way” refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing SBC NEVADA to locate facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling SBC NEVADA to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SBC NEVADA’s facilities.
- 3.38 Sheath. The term “sheath” refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.
- 3.39 Spinning. The term “spinning” refers to a method of attaching a cable or inner-duct to a supporting strand. “Spinning” is sometimes referred to as “lashing.”
- 3.40 State. When capitalized, the term “State” (as used in terms such as “this State”) refers to the State of NEVADA.

- 3.41 State Commission. The term “State Commission” refers to the NEVADA Public Utility Commission.
- 3.42 Strand. The term “strand” refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term “strand” includes, but is not limited to, strands sometimes referred to as “anchor strands,” “anchor/guy strands,” “down guys,” “guy strands,” “pole-to-pole guys,” and “messengers.”
- 3.43 Telecommunications Act of 1996. The term “Telecommunications Act of 1996” refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.
- 3.44 Third party. The terms “third party” and “third parties” refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than AT&T and SBC NEVADA).
- 3.45 Structure Access Manager (“SAM”) The terms “Structure Access Manager” and “SAM” refer to the person or persons designated by SBC NEVADA to be responsible for handling and processing requests for access to SBC NEVADA’s poles, ducts, conduits, and rights-of-way in this State. The term “SAM” connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties’ interconnection agreement, if any, the SAM shall serve as AT&T’s single point of contact for arranging access to SBC NEVADA’s poles, ducts, conduits, and rights-of-way and access to SBC NEVADA’s records relating to SBC NEVADA’s poles, ducts, conduits, and rights-of-way. The Structure Access Manager(s) for this State is identified in EXHIBIT VIII
- 3.46 Vault. The term “vault” includes central office vaults and controlled environment vaults (“CEVs”). Vaults may be connected to, but are not considered part of, SBC NEVADA’s conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.
- 3.47 “Vicinity of ....” When used in terms such as “vicinity of SBC NEVADA’s conduit system,” “vicinity of SBC NEVADA’s poles,” “vicinity of SBC NEVADA’s rights-of-way,” or “vicinity of SBC NEVADA’s poles, ducts, conduits, or rights-of-way,” the term “vicinity of ...” includes sites on, within, near to, surrounding, or adjoining SBC NEVADA’s poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any SBC NEVADA pole, duct, conduit, or right-of-way.

#### ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SBC NEVADA poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.
- 4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any permit issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and permits issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SBC NEVADA's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in AT&T any right, title, or interest in or to any real or personal property owned by SBC NEVADA, and the placement of AT&T's facilities on or in SBC NEVADA's poles, ducts, conduits and rights-of-way shall not create or vest in SBC NEVADA any right, title, or interest in such facilities.
- 4.03 No Effect on SBC NEVADA's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any permit subject to this Appendix shall in any way affect SBC NEVADA's right to abandon, convey, or transfer to any other person or entity SBC NEVADA's interest in any of SBC NEVADA's poles, ducts, conduits, or rights-of-way.
- (a) SBC NEVADA shall give AT&T no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which AT&T has attached or placed facilities pursuant to this Appendix or (2) with respect to which AT&T has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.
- (b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SBC NEVADA or to any entity which acquires or succeeds to ownership of substantially all of SBC NEVADA's assets shall be subject to AT&T's rights under this Appendix and permits subject to this Appendix.
- 4.04 No Effect on SBC NEVADA's Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with SBC NEVADA's rights to:

- (a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to SBC NEVADA's poles, ducts, conduits and rights-of-way, and any of SBC NEVADA's facilities attached thereto or located therein) at any time and in any manner which SBC NEVADA deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or
- (b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in SBC NEVADA's poles, ducts, conduits, or rights-of-way,

provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with AT&T's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.

- 4.05 No Effect on AT&T's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with AT&T's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

#### **ARTICLE 5: ACCESS TO RIGHTS-OF-WAY**

- 5.01 Public Rights-of-Way. SBC NEVADA and AT&T agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. SBC NEVADA and AT&T shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.
- 5.02 Private Rights-of-Way Not Owned or Controlled by SBC NEVADA. SBC NEVADA and AT&T agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by SBC NEVADA. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy permit made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by AT&T for ingress, egress, or other access to any sites where SBC NEVADA's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SBC NEVADA's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SBC NEVADA has the legal authority to grant such access and use. SBC NEVADA also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter, but only to the extent, if any, that SBC NEVADA has the legal authority to grant such access. SBC NEVADA agrees that it shall place no restrictions on AT&T's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SBC NEVADA places on itself.

(a) Although SBC NEVADA shall afford access to rights-of-way owned or controlled by it and permit AT&T to utilize SBC NEVADA's rights-of-way to the extent that SBC NEVADA has legal authority to do so, AT&T acknowledges that SBC NEVADA may not own or control certain rights-of-way to the extent necessary to permit AT&T full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:

- (1) AT&T shall first attempt to obtain right-of-way directly from the property owner.
- (2) If SBC NEVADA has legal authority to permit access by AT&T to a right-of-way on third-party property, SBC NEVADA will not restrict AT&T's use of the right-of-way.
- (3) If AT&T has the right of eminent domain under state law, AT&T shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(b) SBC NEVADA and AT&T agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SBC NEVADA will provide AT&T nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SBC NEVADA will place no restrictions on access to such rights-of-way that are more restrictive than those SBC NEVADA places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the

privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting AT&T access to such structures.

## ARTICLE 6: SPECIFICATIONS

- 6.01 Compliance with Requirements, Specifications, and Standards. AT&T agrees that AT&T's facilities attached to SBC NEVADA's poles or occupying space in its ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.
- 6.02 Design to Minimize the Need for Access to SBC NEVADA's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SBC NEVADA's poles, ducts, and conduits.
- 6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SBC NEVADA applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, SBC NEVADA agrees to permit AT&T at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SBC NEVADA's conduit systems. AT&T acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.
- 6.04 Published Standards. SBC NEVADA and AT&T agree that the following standards equally apply to either party with respect to facilities attached to or placed in SBC NEVADA's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:
- (a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
  - (b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and
  - (c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").



6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SBC NEVADA's conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.

- (a) No facilities shall be placed in SBC NEVADA's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SBC NEVADA's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.
- (b) Facilities placed in SBC NEVADA's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.
- (c) Facilities placed in SBC NEVADA's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- (d) No coaxial cable shall be placed in SBC NEVADA's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.
- (e) Coaxial cable placed in SBC NEVADA's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- (f) AT&T shall not circumvent the corrosion mitigation measures of SBC NEVADA or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SBC NEVADA's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

- (a) Except as otherwise specifically agreed in this Appendix or permits issued hereunder AT&T's facilities shall enter SBC NEVADA's conduit system at locations consistent with the physical design specifications that SBC NEVADA

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).

- (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SBC NEVADA's conduit or ducts.
- (c) The integrity of SBC NEVADA's conduit system and overall safety of personnel require that "dielectric cable" be used within SBC NEVADA's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.
- (d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SBC NEVADA will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for SBC NEVADA's own business purposes and to accommodate AT&T and other joint users; provided, however, that SBC NEVADA shall not be required to install inner duct in anticipation of potential future requests for access by AT&T and other joint users.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or permits issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of AT&T's conduit to SBC NEVADA's conduit system:

- (a) AT&T shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of SBC NEVADA's conduit system except as provided in this Appendix or permits issued hereunder, or as mutually agreed upon by the parties in writing.
- (b) Nothing contained in subsection (a) shall be construed as precluding AT&T or qualified personnel acting on AT&T's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.
- (c) Where AT&T's duct or facility physically connects with SBC NEVADA's manhole the section of AT&T's facility which connects to SBC NEVADA's manhole shall be installed by SBC NEVADA or its contractor at AT&T's expense (which shall be SBC NEVADA's actual costs or the price charged SBC NEVADA by the contractor). SBC NEVADA will perform this work in an interval consistent with the intervals SBC NEVADA performs work for itself. If SBC NEVADA's interval for beginning or completing this work does not meet

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

AT&T's needs, AT&T as an authorized contractor may perform the work itself or use subcontractor(s) selected by AT&T from a list of mutually agreeable qualified "bidders" developed by SBC NEVADA and AT&T.

- (d) SBC NEVADA will have the option to monitor the entrance and exit of AT&T's facilities into SBC NEVADA's conduit system and the physical placement of AT&T's facilities in SBC NEVADA's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
- (e) If AT&T constructs or utilizes a duct connected to SBC NEVADA's conduit system, the duct and all connections between that duct and SBC NEVADA's conduit system shall be sealed to prevent the entry of gases or liquids into SBC NEVADA's conduit system. If AT&T's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into SBC NEVADA's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that AT&T, its contractors, and other persons acting on its behalf will perform work for AT&T on, within, and in the vicinity of SBC NEVADA's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SBC NEVADA, AT&T and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, and rights-of-way, and to protect the public at large.

- (a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on SBC NEVADA's poles or in the vicinity of SBC NEVADA's poles, or enter SBC NEVADA's manholes or work within or in the vicinity of SBC NEVADA's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.
- (b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SBC NEVADA's conduit system) are sufficiently safe for the work to be performed. If AT&T or any person acting on AT&T's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, AT&T shall notify SBC NEVADA of the condition of the pole or conduit system in question and shall not proceed with the work until AT&T is satisfied that the work can be safely performed.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way.
- (d) When AT&T or personnel performing work on its behalf are working on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, AT&T and all personnel performing work on AT&T's behalf shall follow procedures which AT&T deems appropriate for the protection of persons and property. AT&T and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. AT&T or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. AT&T and its contractors shall have sole responsibility for the safety of all personnel performing work on AT&T's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
- (e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- (f) AT&T shall promptly suspend activities on, within, or in the vicinity of SBC NEVADA's poles, ducts, or conduits, if notified by SBC NEVADA that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). AT&T shall not resume such activities on or in the vicinity of AT&T's poles until AT&T is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SBC NEVADA's conduit system until both AT&T and SBC NEVADA are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that SBC NEVADA requires AT&T to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, SBC NEVADA agrees to compensate AT&T for the cost resulting from the delay.
- (g) All personnel acting on AT&T's behalf shall, while working on or in SBC NEVADA's poles, ducts, conduits, or rights-of-way, carry with them suitable

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

identification and shall, upon the request of any SBC NEVADA employee or representative, produce such identification.

- (h) AT&T (and any person acting on AT&T's behalf) may report unsafe conditions on, within, or in the vicinity of SBC NEVADA's poles or conduit system to SBC NEVADA.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SBC NEVADA's Conduit Systems. When SBC NEVADA or AT&T, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SBC NEVADA's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

- (a) Except as may be mutually agreed upon by the parties in writing, AT&T shall not "rod" or clear any duct or inner duct in SBC NEVADA's conduit system other than a duct or inner duct assigned to AT&T. Following the assignment of a specific duct or inner duct to AT&T, AT&T may request that SBC NEVADA rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SBC NEVADA shall assign to AT&T the next available duct or inner duct. AT&T's request for assignment of the next available duct shall be in writing, may be transmitted to SBC NEVADA via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SBC NEVADA's own personnel.
- (b) Personnel performing work within SBC NEVADA's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SBC NEVADA's conduit system.
- (c) Personnel performing work within or in the vicinity of SBC NEVADA's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- (d) All of AT&T's facilities shall be firmly secured and supported in accordance with Telcordia and industry standards and any applicable construction standards adopted by SBC NEVADA and applicable to SBC NEVADA's own facilities.
- (e) AT&T's facilities shall be plainly identified with AT&T's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SBC NEVADA for its own facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (g) Planks or other types of platforms shall be supported only by cable racks.
- (h) Any leak detection liquid or device used by AT&T or personnel performing work on AT&T's behalf within or in the vicinity of SBC NEVADA's conduit system shall be of a type approved by SBC NEVADA and included on SBC NEVADA's then-current list of approved types of leak-detection liquids and devices; provided, however, that AT&T may use any type of leak detection liquid or device which meets Telcordia's published standards if SBC NEVADA has not provided AT&T SBC NEVADA's list of approved types of leak detection liquids or devices at least 60 days in advance of AT&T's work.
- (i) AT&T and its contractors shall be responsible for providing proper ventilation while work is being performed in SBC NEVADA's conduit system on AT&T's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- (j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.
- (k) Artificial lighting, when required by AT&T, will be provided by AT&T. Only explosion-proof lighting fixtures shall be used.
- (l) Neither SBC NEVADA nor AT&T nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SBC NEVADA's conduit system (including any manhole) during work operations performed within or in the vicinity of SBC NEVADA's conduit system.
- (m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.
- (n) Cable lubricants used in conduit systems shall be of a type or types approved by SBC NEVADA and included on SBC NEVADA's then-current list of approved types of cable lubricants; provided, however, that AT&T may use any type of cable lubricant which meets Telcordia's published standards if SBC NEVADA has not provided AT&T SBC NEVADA's list of approved types of cable lubricants at least 60 days in advance of AT&T's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SBC NEVADA's manholes and access to SBC NEVADA's conduit system.

- (a) AT&T will notify SBC NEVADA not less than 5 business days in advance before entering SBC NEVADA's conduit system to perform non-emergency work

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

- (b) The parties contemplate that AT&T may need to perform operations in SBC NEVADA's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, AT&T shall notify SBC NEVADA as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SBC NEVADA shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SBC NEVADA will establish procedures enabling SBC NEVADA to receive notices from AT&T under this subsection 24 hours a day, seven days a week.
- (c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.
- (d) A single authorized employee or representative of SBC NEVADA may be present any time when AT&T or personnel acting on AT&T's behalf enter or perform work within SBC NEVADA's conduit system. AT&T shall reimburse SBC NEVADA for costs associated with the presence of SBC NEVADA's authorized employee or representative. Each party must obtain any necessary authorization from appropriate authorities to open manholes.

6.12 OSHA Compliance. Each party agrees:

- (a) its facilities attached to SBC NEVADA's poles or placed in SBC NEVADA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and
- (b) all persons shall, when working on, within, or in the vicinity of SBC NEVADA's poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in SBC NEVADA's Conduit System. AT&T acknowledges that, from time to time, environmental contaminants may enter SBC NEVADA's conduit system and accumulate in manholes or other conduit facilities.

- (a) AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the presence at such sites of environmental contaminants. SBC NEVADA will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.

- (b) SBC NEVADA makes no representations to AT&T or personnel performing work on AT&T's behalf that SBC NEVADA's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of SBC NEVADA's conduit system or any other site subject to access under this Appendix, AT&T or personnel acting on AT&T's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.
  - (c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to AT&T if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.
  - (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.
- 6.14 Compliance with Environmental Laws and Regulations. AT&T and SBC NEVADA agree to comply with the following provisions relating to compliance with environmental laws and regulations.
- (a) All persons acting on AT&T's or SBC NEVADA's behalf, including but not limited to AT&T's or SBC NEVADA's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). AT&T and SBC NEVADA agree that their facilities attached to SBC NEVADA's poles or placed in SBC NEVADA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, permits or the like). AT&T and SBC NEVADA shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.



- 6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SBC NEVADA's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

**ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS,  
AND PRE-OCCUPANCY INSPECTIONS**

- 7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of AT&T's applications for access to SBC NEVADA's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SBC NEVADA's primary point of contact shall be the Structure Access Manager identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.
- 7.02 Determinations by AT&T of Suitability and Availability. AT&T shall make its own, independent assessment of the suitability of SBC NEVADA's poles, ducts, conduits, and rights-of-way for AT&T's intended purposes.
- 7.03 Access to Records Relating to SBC NEVADA's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SBC NEVADA's poles, ducts, conduits, and rights-of-way will be made available to AT&T. Access to such records and information shall be conditioned on AT&T's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (SBC NEVADA Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on AT&T's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. AT&T shall reimburse SBC NEVADA for all reasonable costs incurred by SBC NEVADA in granting AT&T's requests for access to records and information under this section.
- (a) AT&T shall, after the effective date of this Appendix, have reasonable access to review SBC NEVADA's pole and conduit maps and records. AT&T shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and SBC NEVADA shall make such maps and records available for inspection by AT&T.

- (b) The access described in subsection (a) shall include the right to make copies, at AT&T's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, AT&T copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. AT&T's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC NEVADA's poles, ducts, conduits, and rights-of-way for AT&T's intended uses.

SBC NEVADA shall provide AT&T the best information available from SBC NEVADA's current pole and conduit maps and records. SBC NEVADA represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

- (1) the exact location of the facilities depicted;
- (2) the physical size, characteristics, or condition of the facilities depicted;
- (3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;
- (4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SBC NEVADA's conduit system; and
- (5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of AT&T's facilities or that the pole, duct, or conduit depicted is suitable for AT&T's intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. AT&T shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

- (a) After the effective date of this Agreement, SBC NEVADA shall permit AT&T to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude AT&T from visually inspecting SBC NEVADA's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to AT&T without SBC NEVADA's permission.

- (b) AT&T shall not enter any SBC NEVADA manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

### **ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS**

- 8.01 Selection of Space. SBC NEVADA will select or approve AT&T's selection of the location for all attachments on poles, in ducts and conduit, and in rights-of-way. The selection or approval will be based on safety, reliability or general engineering principles using the same criteria SBC NEVADA applies to itself. In conduit systems owned or controlled by SBC NEVADA, maintenance ducts (as defined in Section 3.24) shall not be considered available for AT&T's use except as specifically provided elsewhere in this Appendix. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by SBC NEVADA, AT&T, and third parties entitled to access under the Pole Attachment Act.
- 8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space will be assigned to AT&T as provided in this section. Information received by SBC NEVADA in connection with this section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- (a) On receipt of AT&T's application for a pole attachment or conduit occupancy permit the associated pole, duct, and conduit space shall be assigned to AT&T for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate SBC NEVADA records.
- (b) AT&T's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment is logged and recorded in the appropriate SBC NEVADA records.
- (c) During the 12-month assignment period following the date space is assigned to AT&T and entered into the appropriate SBC NEVADA record, SBC NEVADA shall not occupy or use such space without AT&T's permission, shall not assign such space to any party other than AT&T, and shall not knowingly permit any party other than AT&T to occupy or use such space without AT&T's permission except as otherwise specifically provided in this Appendix. The assignment to AT&T shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC NEVADA record if AT&T has not occupied such assigned space within such 12-month period; provided, however, that if AT&T's failure to occupy the space within such 12-month period results from SBC NEVADA's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SBC NEVADA's make-ready work; and, provided further, that if

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

AT&T can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SBC NEVADA or third parties other than persons acting on AT&T's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date AT&T is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to AT&T under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SBC NEVADA records available for inspection under Section 7.03.

- (d) SBC NEVADA may assign space to itself by making appropriate entries in the same records used to log assignments to AT&T and third parties. If SBC NEVADA assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC NEVADA record if SBC NEVADA has not occupied such assigned space within such 12-month period; provided, however, that if SBC NEVADA's failure to occupy the space within such 12-month period results from the actions of AT&T or third parties other than persons acting on SBC NEVADA's behalf, or from acts of God, SBC NEVADA's assignment may be extended for a period no longer than three months from the date SBC NEVADA is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SBC NEVADA records available for inspection under Section 7.03.
- (e) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to AT&T or SBC NEVADA under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work, if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.
- (f) Except as provided in subsections (c)-(d) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables AT&T, SBC NEVADA, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

## **ARTICLE 9: APPLICATIONS AND PRE-PERMIT SURVEYS**

- 9.01 Occupancy Permits Required. AT&T shall apply in writing for and receive an occupancy permit before attaching facilities to specified SBC NEVADA poles or placing facilities within specified SBC NEVADA ducts or conduits manholes, or handholes.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

Occupancy permit applications and information received by SBC NEVADA in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy permit under this Appendix, AT&T shall submit to SBC NEVADA two signed copies of the appropriate application forms. SBC NEVADA represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SBC NEVADA plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. SBC NEVADA reserves the right to change the format and content of these forms upon 60 days written notice to AT&T.

- (a) To apply for a pole attachment permit, AT&T shall submit to SBC NEVADA two signed copies of SBC NEVADA's Form CO-018 ("Access Application and Make-Ready Authorization") together with completed make-ready including windloading and associated strand maps. An application for a pole attachment permit shall not be complete or subject to processing by SBC NEVADA until these forms have been submitted to SBC NEVADA; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms CO-4946 and CO-018, are attached to this Appendix as parts of Exhibit III.
- (b) To apply for a conduit occupancy permit, AT&T shall submit to SBC NEVADA two signed copies of SBC NEVADA's Form CO-018 ("Access Application and Make-Ready Authorization") together with completed "high level" drawing including start and end points, core drill candidates, splice points and possible slack loops. An application for a conduit occupancy license permit shall not be complete or subject to processing by SBC NEVADA until these forms have been submitted to SBC NEVADA; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Form CO-018 is attached to this Appendix as parts of Exhibit III.
- (c) Each application for a permit under this Appendix shall include the following information, at a minimum:
  - (1) the poles, ducts, and conduits (including all manholes) along AT&T's proposed route to or within which AT&T desires to attach or place its facilities, as well as a route maps and manhole detailed butterfly drawings;
  - (2) a description of the facilities to be attached to SBC NEVADA's poles and a description of the facilities to be placed within each component of SBC NEVADA's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (3) for poles, the proposed points of attachment.
- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
  - (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
  - (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,
  - (3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of permitted apparatus enclosures and other facilities to be attached to SBC NEVADA's poles or placed in SBC NEVADA's conduit system.
- (e) When it appears to AT&T that facilities modification, capacity expansion, or make-ready work, may be required to accommodate AT&T's access requests, AT&T shall describe the facilities modification, capacity expansion or make-ready work which AT&T proposes. AT&T shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.
- (f) AT&T acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC NEVADA, that it may be necessary for SBC NEVADA to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate AT&T's request for access to SBC NEVADA's poles and that, at the time an application is submitted, AT&T shall identify all poles utilized by SBC NEVADA (without regard to ownership) along the proposed route. If AT&T does not identify all poles, AT&T may contract with SBC NEVADA to do so, at AT&T's expense.
- (g) Each application for a permit under this Appendix shall be accompanied by a construction schedule showing AT&T's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SBC NEVADA's engineering and outside plant construction personnel in scheduling work required to process AT&T's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate AT&T's facilities.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by AT&T and other parties seeking access to SBC NEVADA's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SBC NEVADA's personnel and personnel acting on behalf of AT&T and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

- (a) Before submitting a formal written application for access to SBC NEVADA's poles, ducts, conduits, and rights-of-way, AT&T shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which AT&T does not plan to use or for the purpose of precluding SBC NEVADA or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
- (b) AT&T shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with AT&T's needs. If AT&T contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SBC NEVADA construction district, AT&T shall give SBC NEVADA 30 days notice with a priority list as noted in 9.04.
- (c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment permit application.
- (d) No more than 20 manholes shall be the subject of any single conduit occupancy permit application.

9.04 AT&T's Priorities. When AT&T has multiple applications on file within a single SBC NEVADA construction district, AT&T shall, at SBC NEVADA's request, designate its desired priority of completion of pre-permit surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Make-ready Survey. A make-ready survey must be completed by SBC-Nevada or AT&T before an occupancy permit is issued. SBC NEVADA will not, without due cause and justification, repeat pre-occupancy survey work performed by AT&T.

- (a) A field inspection of the make-ready survey detailing the work that will be necessary to accommodate AT&T's facilities must be conducted before SBC NEVADA can respond to the request for access. The make ready survey does not guarantee structure integrity or that there will be available capacity to accommodate AT&T's request.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (b) The administrative processing portion of the make-ready survey (which includes processing the application and reviewing records) will be performed by SBC NEVADA.
- (c) Before performing any portion of the make-ready survey, SBC NEVADA shall obtain AT&T's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

**ARTICLE 10: ISSUANCE AND DENIAL OF PERMITS  
(INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS,  
AND MAKE-READY WORK)**

10.01 Response Within 45 Days. Within 45 days of AT&T's submission of a license permit application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SBC NEVADA shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SBC NEVADA personnel involved in the processing of AT&T's request for access become aware of hazardous substances at the site requested by AT&T, SBC NEVADA shall promptly advise AT&T and shall, at AT&T's request, discuss alternatives to denial and/or any issues associated with the presence of hazardous substances.

- (a) If access is granted, SBC NEVADA shall, no later than 45 days after AT&T's submission of the permit application, further verify or advise AT&T in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SBC NEVADA's pole or conduit facilities (2) provide AT&T an estimate of charges for such facilities modifications, capacity expansions or make-ready work, (3) disclose to AT&T any hazardous substances known by SBC NEVADA to be present at the site.
- (b) If access is denied, SBC NEVADA will confirm the denial in writing by the 45th day after the receipt by SBC NEVADA of AT&T's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If AT&T in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.
- (c) AT&T agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, AT&T shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SBC NEVADA of processing and responding to the application.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**



10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SBC NEVADA may grant access subject to AT&T's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate AT&T's request, in which event AT&T shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SBC NEVADA does not offer to expand capacity and denies AT&T's request for access, SBC NEVADA shall promptly notify AT&T of such determination. SBC NEVADA shall not deny AT&T's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) SBC NEVADA agrees to modify its outside plant facilities to the extent that AT&T agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which SBC NEVADA would apply to SBC NEVADA if the work were performed for its own benefit. SBC NEVADA may recover from AT&T the costs of modifying its outside plant facilities for AT&T's space. SBC NEVADA will require payment of the full amount in advance, subject to the true-up of the estimated costs with the actual costs. If SBC declares that a manhole is congested, then all users including SBC itself will be required to access that congested manhole via a hand hole.
- (b) SBC NEVADA agrees to install inner duct in a timely manner to accommodate AT&T's space needs in accordance with the same time interval SBC NEVADA provides to itself. If SBC NEVADA installs inner duct on AT&T's behalf, AT&T will be required to reimburse SBC NEVADA for all its costs including time and material. If SBC NEVADA's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T, as a qualified contractor, may perform the inner-duct installation itself or utilize authorized subcontractor(s) selected by AT&T from a list of mutually agreeable qualified "bidders" developed by SBC NEVADA and AT&T. When inner duct is installed by AT&T or an authorized contractor in SBC NEVADA's conduit system, AT&T shall bear all installation expenses including the cost of the inner duct materials. Inner duct installed by AT&T or an authorized contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by SBC NEVADA or SBC NEVADA's contractors. AT&T will indemnify SBC NEVADA for damages, resulting from AT&T's self-provisioning of the inner-duct.
- (c) SBC NEVADA agrees to, remove cables at its expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, AT&T, at its option, may excavate the obstruction or request that SBC NEVADA excavate the obstruction. The excavation would be at AT&T's expense.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

10.03 Intentionally left blank

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by SBC NEVADA or by authorized contractors, or other persons acting on SBC NEVADA's behalf and shall be performed by SBC NEVADA in accordance with the same time intervals which would be applicable if SBC NEVADA were performing the work for itself.

- (a) AT&T and SBC NEVADA will mutually establish and maintain a list of authorized contractors who may be selected by AT&T to perform make-ready work when SBC NEVADA's interval for beginning or completing such make ready work does not meet AT&T's needs.
- (b) If SBC NEVADA's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by AT&T from the applicable list of authorized contractors. Subject to the availability of personnel, AT&T may also request that SBC NEVADA perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless AT&T first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.
- (c) From time to time, additional contractors, or other vendors may be approved by both AT&T and SBC NEVADA to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Nothing contained in this section authorizes AT&T, any authorized contractor selected by AT&T, or any other person acting on AT&T's behalf to consolidate SBC NEVADA's cables, remove slack, or perform any splicing (wire work) on SBC NEVADA's cables.

10.05 Make-ready Work. If SBC NEVADA determines that make-ready work will be necessary to accommodate AT&T's facilities, SBC NEVADA shall promptly notify AT&T of the make-ready work proposed to enable the accommodation of AT&T's facilities.

- (a) The notice shall be given in writing no later than 45 days after the receipt by SBC NEVADA of AT&T's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include SBC NEVADA's estimate of make-ready charges, which estimate shall be stated on SBC NEVADA Form CO-018, a copy of which is attached hereto as part of EXHIBIT III.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (c) AT&T shall have 20 days (the “acceptance period”) after receiving SBC NEVADA’s estimate of make-ready charges to authorize completion of the make-ready work proposed by SBC NEVADA or to advise SBC NEVADA of its willingness to perform the proposed make-ready work itself. If AT&T advises SBC NEVADA that it is willing to perform the make-ready work proposed by SBC NEVADA in accordance with a design approved by SBC NEVADA, and SBC NEVADA’s specifications, SBC NEVADA will not, without due cause and justification, refuse to accept AT&T’s offer to perform the work. Authorization shall be accomplished by AT&T’s signing the estimate and returning it to SBC NEVADA within the 20-day acceptance period.
- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by AT&T’s signing the revised estimate and returning it to SBC NEVADA within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
- (e) If AT&T does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, AT&T shall notify SBC NEVADA in writing by the 20th day whether AT&T is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SBC NEVADA’s make-ready requirements as a denial of access.
- (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SBC NEVADA shall contact AT&T to determine whether AT&T intends to withdraw its application. AT&T shall be deemed to have withdrawn its application if, in response to SBC NEVADA’s inquiry, AT&T does not immediately sign and return the estimate to SBC NEVADA.
- (2) If AT&T timely notifies SBC NEVADA that it is electing to treat SBC NEVADA’s make-ready requirements as a denial of access, SBC NEVADA shall, within 20 days after receiving the notice, provide AT&T with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SBC NEVADA’s decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SBC NEVADA’s decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SBC NEVADA’s make-ready proposals and specifically address SBC NEVADA’s rationale for rejecting AT&T’s alternative written proposals, if any.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.
- 10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. AT&T shall make arrangements with the owners of other facilities attached to SBC NEVADA's poles or occupying space in SBC NEVADA's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of AT&T's facilities to or in SBC NEVADA's poles, ducts, and conduits.
- 10.08 Intentionally left blank.
- 10.09 Occupancy Permit and Attachment. After all required make-ready work is completed, SBC NEVADA will issue an occupancy permit confirming that AT&T may attach specified facilities to SBC NEVADA's poles or place specified facilities in SBC NEVADA's conduit system. AT&T shall have access to attach or place only those facilities specifically described in permits subject to this Appendix, and no others.

#### **ARTICLE 11: CONSTRUCTION OF AT&T's FACILITIES**

- 11.01 Responsibility for Attaching and Placing-Facilities. Each party shall be responsible for the actual attachment of its facilities to SBC NEVADA's poles and the actual placement of its facilities in SBC NEVADA's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, and rights-of-way.
- 11.02 Construction Schedule. After the issuance of a permit, AT&T shall provide SBC NEVADA with an updated construction schedule and shall thereafter keep SBC NEVADA informed of anticipated changes in the construction schedule. Construction schedules received by SBC NEVADA shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:
- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
  - (b) the names of each contractor and subcontractor that will be involved in the construction activities;
  - (c) the estimated dates when construction will begin and end; and

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (d) the approximate dates when AT&T or personnel working on AT&T's behalf will be performing construction work in connection with the attachment of AT&T's facilities to SBC NEVADA's poles or the placement of AT&T's facilities in any part of SBC NEVADA's conduit system.

**ARTICLE 12: USE AND ROUTINE MAINTENANCE  
OF AT&T's FACILITIES**

- 12.01 Use of AT&T's Facilities. Each occupancy permit granted under this Appendix authorizes AT&T to have access to AT&T's facilities on or within SBC NEVADA's poles, ducts, and conduits as needed for the purpose of serving AT&T's customers.
- 12.02 Routine Maintenance of AT&T's Facilities. Each occupancy permit granted under this Appendix authorizes AT&T to engage in routine maintenance of facilities located on or within SBC NEVADA's poles, ducts, and conduits pursuant to such occupancy permit. Routine maintenance does not include the replacement or modification of AT&T's facilities in any manner which results in AT&T's attachments differing substantially in size, weight, or physical characteristics from the attachments described in AT&T's permit.
- 12.03 Installation of Drive Rings and J-Hooks. AT&T may install drive rings and J-hooks on SBC NEVADA's poles for the attachment of drop wires as specified in this section.
- (a) Drive rings and J-hooks may be installed as specified in pole attachment permits issued to AT&T.
- (b) If attachment space has already been permitted to AT&T on a given SBC NEVADA pole, AT&T may install drive rings and J-hooks within the space assigned to AT&T (e.g., typically six inches above and six inches below AT&T's point of attachment on the pole if the point of attachment is in the center of the space assigned to AT&T) without applying for or obtaining a new or amended permit. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in AT&T's permitted attachment space.
- 12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SBC NEVADA, AT&T, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SBC NEVADA. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SBC NEVADA of such use and must either vacate the maintenance duct within 30 days or, with SBC NEVADA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

- 12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, and rights-of-way.
- 12.06 Information Concerning the Maintenance of AT&T's Facilities. Promptly after the issuance of an occupancy permit, AT&T shall provide SBC NEVADA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of AT&T's facilities and shall thereafter notify SBC NEVADA of changes to such information. The manager responsible for routine maintenance of AT&T's facilities shall, on SBC NEVADA's request, identify any authorized contractor, or other person performing maintenance activities on AT&T's behalf at a specified site.

### **ARTICLE 13: MODIFICATION OF AT&T's FACILITIES**

- 13.01 Notification of Planned Modifications. AT&T shall notify SBC NEVADA in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any SBC NEVADA duct or conduit. The notice shall contain sufficient information to enable SBC NEVADA to determine whether the proposed addition, relocation, replacement, or modification is permitted under AT&T's present permit or requires a new or amended permit. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SBC NEVADA's poles, ducts, or conduits, and having no effect on the ability of SBC NEVADA or joint users to use or have access to SBC NEVADA's poles, ducts, conduits, or rights-of-way.
- 13.02 New or Amended occupancy permit Required. A new or amended occupancy permit will be required if the proposed addition, relocation, replacement, or modification:
- (a) requires that AT&T occupy additional space on SBC NEVADA's poles (except on a temporary basis in the event of an emergency);
  - (b) requires that AT&T occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any SBC NEVADA duct or conduit except on a temporary basis in the event of an emergency;

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (c) results in the facilities attached being different from those described as authorized attachments in AT&T's present application, current permit, notice of intent to occupy, or permit application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);
  - (d) requires additional holding or loading capacity on a permanent basis.
- 13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.
- 13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. AT&T may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. AT&T will be required to ensure pole loadings are not exceeded.
- 13.05 Streamlined Procedures for the Issuance of Amended Occupancy Permits. SBC NEVADA may streamline procedures for the issuance of amended occupancy permits with respect to proposed additions, relocations, replacements, or modifications of AT&T's facilities when it appears to SBC NEVADA that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SBC NEVADA, will not interfere with SBC NEVADA's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

#### **ARTICLE 14: REARRANGEMENT OF AT&T's FACILITIES**

- 14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of AT&T's Facilities at SBC NEVADA's Request. AT&T acknowledges that, from time to time, it may be necessary or desirable for SBC NEVADA to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SBC NEVADA's own business needs or by factors outside of SBC NEVADA's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SBC NEVADA's poles, ducts, conduits, or rights-of-way.

- (a) AT&T agrees that AT&T will cooperate with SBC NEVADA and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by AT&T in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.
- (b) AT&T shall make all rearrangements of its facilities within 60 days after receiving written notification by SBC NEVADA of the required rearrangements. SBC NEVADA may request that such modification be made within a shorter period of time, in which event AT&T shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
  - (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
  - (2) the timeliness of SBC NEVADA's request to AT&T;
  - (3) the nature and number of rearrangements sought;
  - (4) the impact on the ability of the parties and joint users to meet customer service needs; and
  - (5) risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude AT&T from advising SBC NEVADA, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

#### **ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS**

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SBC

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**



NEVADA's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing SBC NEVADA's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.

- (a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SBC NEVADA, AT&T, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify SBC NEVADA of such use and must either vacate the maintenance duct within 30 days or, with SBC NEVADA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.
- (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SBC NEVADA construction district, AT&T shall provide SBC NEVADA with the emergency contact number of AT&T's designated point of contact for coordinating the handling of emergency repairs of AT&T's facilities and shall thereafter notify SBC NEVADA of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. AT&T shall notify SBC NEVADA at the earliest practicable opportunity after discovering any condition on or in any of SBC NEVADA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to SBC NEVADA's facilities and SBC NEVADA shall notify AT&T at the

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

earliest practicable opportunity after discovering any condition on or in any of SBC NEVADA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SBC NEVADA, AT&T, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- (c) SBC NEVADA shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by SBC NEVADA on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When SBC NEVADA or AT&T reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of SBC NEVADA's or AT&T's facilities, or SBC NEVADA's or AT&T's ability to meet its service obligations, SBC NEVADA or AT&T may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, SBC NEVADA or AT&T may reattach them as provided in this section but shall not be obligated to do so.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (a) Before performing any corrective work involving facilities, SBC NEVADA or AT&T shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, SBC NEVADA or AT&T may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. AT&T agrees to cooperate fully with SBC NEVADA when emergency pole replacements are required.

- (a) When emergency pole replacements are required, SBC NEVADA shall promptly make a good faith effort to contact AT&T to notify AT&T of the emergency and to determine whether AT&T will respond to the emergency in a timely manner.
- (b) If notified by SBC NEVADA that an emergency exists which will require the replacement of a pole, AT&T shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SBC NEVADA replacement pole, the transfer shall be in accordance with SBC NEVADA's placement instructions.
- (c) If AT&T is unable to respond to the emergency situation immediately, AT&T shall so advise SBC NEVADA and thereby authorize SBC NEVADA (or any joint user sharing the pole with SBC NEVADA) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on AT&T's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

- (a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- (b) AT&T agrees to reimburse SBC NEVADA for the costs incurred by SBC NEVADA for work performed by SBC NEVADA on AT&T's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SBC NEVADA are for work performed in part for AT&T and in part for SBC NEVADA and third parties, AT&T shall only reimburse SBC NEVADA for AT&T's share of the costs.

#### **ARTICLE 16: INSPECTION BY SBC NEVADA OF AT&T'S FACILITIES**

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 16.01 SBC NEVADA's Right to Make Periodic or Spot Inspections. SBC NEVADA shall have the right, but not the duty, to make periodic or spot inspections at any time of AT&T's facilities attached to SBC NEVADA's poles or placed within SBC NEVADA's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC NEVADA's poles or placed in SBC NEVADA's conduit system are in compliance with the terms of this Appendix and permits hereunder, SBC NEVADA may charge AT&T for inspection expenses only if the inspection reflects that 2% or greater of AT&T's attachment are in noncompliance with the terms of this Appendix. If the inspection reflects that AT&T's facilities are not in compliance with the terms of this Appendix, AT&T shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SBC NEVADA in writing when the facilities have been brought into compliance.
- 16.02 Report of Inspection Results. SBC NEVADA will provide AT&T the results of any inspection of AT&T's facilities performed under Section 16.01 of this Appendix.
- 16.03 Post-Construction Inspections. SBC NEVADA, at AT&T's expense, may conduct a post-construction inspection of AT&T's attachment to SBC NEVADA's poles, conduits or rights-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. SBC NEVADA will provide AT&T advance written notice of proposed date and time of the post-construction inspection. AT&T may accompany SBC NEVADA on the post-construction inspection.

#### **ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS**

- 17.01 Facilities to Be Marked. AT&T shall tag or otherwise mark all of AT&T's facilities placed on or in SBC NEVADA's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as AT&T's facilities.
- 17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, SBC NEVADA may, without notice to any person or entity, remove from SBC NEVADA's poles or any part of SBC NEVADA's conduit system any untagged or unmarked facilities, including any such facilities owned or used by AT&T, if SBC NEVADA determines that such facilities are not the subject of any current permit authorizing their continued attachment to SBC NEVADA's poles or occupancy of SBC NEVADA's conduit system and are not otherwise lawfully present on SBC NEVADA's poles or in SBC NEVADA's conduit system.
- (a) Before removing any such untagged or unmarked facilities, SBC NEVADA shall first attempt to determine whether the facilities are being used by AT&T or any other firm, are authorized by any permit subject to this Appendix, or are otherwise lawfully present on SBC NEVADA's poles or in SBC NEVADA's conduit system.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- (b) SBC NEVADA shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current permit granted to AT&T under this Appendix, or if the facilities are otherwise lawfully present on SBC NEVADA's poles or in SBC NEVADA's conduit system, SBC NEVADA shall give written notice to AT&T requesting AT&T to tag or mark the facilities within 60 days and AT&T shall either tag the facilities within 60-day period, or notify SBC NEVADA in writing that it disclaims ownership of or responsibility for the facilities. If AT&T disclaims ownership of or responsibility for the facilities, AT&T shall disclose to SBC NEVADA the identity of the owner or other party thought by AT&T to be responsible for the facilities.
- (d) If any of AT&T's facilities for which no permit is presently in effect are found attached to SBC NEVADA's poles or within any part of SBC NEVADA's conduit system or rights-of-way, SBC NEVADA shall send a written notice to AT&T advising AT&T that no permit is presently in effect with respect to the facilities. Within 30 days of receiving such notice, AT&T shall acknowledge receipt of the notice and submit to SBC NEVADA, in writing, an application for a new or amended permit with respect to such facilities. AT&T shall be liable to SBC NEVADA for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from SBC NEVADA's poles, conduits or rights-of-way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if AT&T and its predecessors had continuously complied with all applicable SBC NEVADA permitting requirements. In addition, AT&T shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date AT&T is notified by SBC NEVADA of the unauthorized attachment or occupancy. AT&T shall also rearrange or remove its unauthorized facilities at SBC NEVADA's request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to SBC NEVADA or another entity within 30 days of receiving notice to do so. AT&T shall pay SWBT for all costs incurred by SBC NEVADA in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of AT&T's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If AT&T does not obtain a new or amended permit with respect to unauthorized facilities within the specified period of time, SBC NEVADA shall by written notice advise AT&T to remove its unauthorized facilities within 60 days from the date of notice and AT&T shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

specified in the notice, SBC NEVADA may, at SBC NEVADA's option, remove AT&T's facilities at AT&T's expense.

- 17.03 Updating of Plant Location Records. AT&T shall furnish SBC NEVADA, upon request, with such information as may from time to time be necessary for SBC NEVADA to correct and update SBC NEVADA's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

#### **ARTICLE 18: REMOVAL OF AT&T's FACILITIES**

- 18.01 Responsibility for Removing Facilities. AT&T shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from SBC NEVADA's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

- (a) AT&T shall give SBC NEVADA, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SBC NEVADA's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
- (b) AT&T shall, if requested by SBC NEVADA to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by AT&T.
- (c) Except as otherwise agreed upon in writing by the parties, AT&T must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC NEVADA's manholes (if SBC NEVADA would itself plug the ducts under the same circumstances) in accordance with the standards set by SBC NEVADA for its operations, provided that such standards have been communicated in writing to AT&T at least 10 days in advance of the removal of AT&T's facilities.
- (d) AT&T shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of AT&T's facilities from SBC NEVADA's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way.
- (e) When AT&T no longer intends to occupy space on a pole or in a conduit AT&T will provide written notification to SBC NEVADA that it wishes to terminate the permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of AT&T's facilities, the permit shall terminate and the space shall be available for reassignment.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

- 18.02 Removal of Facilities Not in Active Use. At SBC NEVADA's request, AT&T shall remove from SBC NEVADA's poles, ducts, conduits, and rights-of-way any of AT&T's facilities which are no longer in active use; provided, however, that AT&T shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. AT&T shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. AT&T shall not abandon any of its facilities by leaving them on SBC NEVADA's poles, in SBC NEVADA's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SBC NEVADA's poles or any part of SBC NEVADA's conduit system, or on any public or private property (other than property owned or controlled by AT&T) in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way.
- 18.03 Removal Following Termination of Permit. AT&T shall remove its facilities from SBC NEVADA's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the permit authorizing the attachment of such facilities to SBC NEVADA's poles or the placement of such facilities in SBC NEVADA's ducts, conduits, or rights-of-way.
- 18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, AT&T shall remove facilities no longer in service from SBC NEVADA's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date AT&T replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.
- 18.05 Notice of Completion of Removal Activities. AT&T shall give written notice to SBC NEVADA stating the date on which the removal of its facilities from SBC NEVADA's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until AT&T's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, AT&T has plugged all previously occupied ducts at the entrances to SBC NEVADA's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.
- 18.06 Notice of SBC NEVADA's Intent to Remove Facilities. If AT&T fails to remove its facilities from SBC NEVADA's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SBC NEVADA may remove such facilities 60 days after giving AT&T written notice of its intent to do so. The notice shall state:

- (a) the date when SBC NEVADA plans to commence removal of AT&T's facilities, and that AT&T may remove the facilities at AT&T's sole cost and expense at any time before the date specified;
  - (b) SBC NEVADA's plans with respect to disposition of the facilities removed; and
  - (c) that AT&T's failure to remove the facilities or make alternative arrangements with SBC NEVADA for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.
- 18.07 Removal of Facilities by SBC NEVADA. If SBC NEVADA removes any of AT&T's facilities pursuant to this article, AT&T shall reimburse SBC NEVADA for SBC NEVADA's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.
- 18.08 Reattachment or Subsequent Attachment Following Removal. After AT&T's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SBC NEVADA's poles or placed in SBC NEVADA's conduit system until AT&T has first submitted new applications for the facilities and complied with the provisions of this Appendix.
- 18.09 Termination of Permits After Removal of Facilities. AT&T agrees to provide written notice to SBC NEVADA when it ceases to use facilities attached to SBC NEVADA's poles or placed in any part of SBC NEVADA's conduit system. Upon the giving of such notice and the removal of such facilities, AT&T's permit with respect to such facilities and the space occupied by those facilities shall terminate.

## **ARTICLE 19: RATES, FEES, CHARGES, AND BILLING**

- 19.01 Application Fee. SBC NEVADA will charge AT&T an Application Fee for each application requesting access to poles, conduits and rights-of-way, as set forth in the Attachment Pricing.
- 19.02 Intentionally left blank.
- 19.03 Semiannual Attachment and Occupancy Fees. SBC NEVADA's semiannual fees for attachments to SBC NEVADA's poles and occupancy of SBC NEVADA's ducts and conduits are specified in Exhibit I. For all attachments to SBC NEVADA's poles and occupancy of SBC NEVADA's ducts and conduits, AT&T agrees to pay SBC NEVADA's semiannual charges as specified in Exhibit I.
- 19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and permits issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which permits have been issued as of the date of billing by SBC NEVADA, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**



semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by AT&T under permits issued as of the date of billing by SBC NEVADA, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to AT&T prior to the issuance of a permits shall be billed in the same manner as if a permit had been issued.

- (a) Bills shall be submitted to AT&T for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
- (b) Charges associated with newly permitted pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
- (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of AT&T's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Make-Ready Survey Fees. With respect to Make-Ready surveys conducted by SBC NEVADA pursuant to Section 9.05 of this Appendix, SBC NEVADA may charge AT&T cost-based Make-Ready survey fees.

19.06 Make-Ready Charges. AT&T agrees to pay make-ready charges, if any, as specified in this section. SBC NEVADA may recover from AT&T the costs of make-ready work performed by SBC NEVADA or persons acting on SBC NEVADA's behalf. SBC NEVADA will require payment of the full amount in advance, subject to true up.

19.06A Charges for Work Performed by SBC NEVADA Employees. Except as otherwise specifically required by applicable commission orders, SBC NEVADA's charges to AT&T for worked performed by SBC NEVADA employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SBC NEVADA's charges for work performed by SBC NEVADA employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures within General Terms and Conditions. Notwithstanding the execution of this Appendix, AT&T shall have the right to challenge the methodology utilized by SBC NEVADA to determine hourly rates for SBC NEVADA employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SBC NEVADA to AT&T for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. AT&T agrees to pay each such bill or invoice on or before the stated due date.

## **ARTICLE 20: PERFORMANCE AND PAYMENT BONDS**

20.01 Bond May Be Required. SBC NEVADA may require AT&T, authorized contractors, and other persons acting on AT&T's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix.

- (c) If a bond or similar form of assurance is required of AT&T, an authorized contractor, or other person acting on AT&T's behalf, AT&T shall promptly submit to SBC NEVADA adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SBC NEVADA 60 days written notice.
- (d) SBC NEVADA may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

20.02 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on SBC-NEVADA by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SBC-NEVADA may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as SBC-NEVADA may deem reasonable or necessary to protect SBC-NEVADA from any such lien, claim or demand.

## **ARTICLE 21: INTENTIONALLY LEFT BLANK**

## **ARTICLE 22: INSURANCE**

22.01 Insurance Required. AT&T shall comply with the insurance requirements specified in this section.

- (a) Unless AT&T has provided proof of self-insurance as permitted in Section 22.02 below, AT&T shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SBC NEVADA as an additional insured and shall include provisions requiring the insurer to give SBC NEVADA notice of any

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

lapse, cancellation, or termination of the policy or any modification to the policy affecting SBC NEVADA's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

- (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by SBC NEVADA.
- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way on AT&T's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SBC NEVADA's behalf. AT&T shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SBC NEVADA for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to AT&T and authorized contractors) meeting the self-insurance requirements set forth in Section 22.02 of this Appendix.

22.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) AT&T shall submit to SBC NEVADA adequate proof (as determined by SBC NEVADA) that the companies insuring AT&T are providing all coverages required by this Appendix. AT&T's insurers shall provide SBC NEVADA with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SBC NEVADA.
- (b) SBC NEVADA will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SBC NEVADA will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in Exhibit IV and SBC NEVADA is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

22.03 Permitting Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before SBC NEVADA will issue pole attachment or conduit occupancy permits under this Appendix and shall remain in force until all of AT&T's facilities have been removed from SBC NEVADA's poles, ducts, conduits, and rights-of-way.

22.04 Failure to Obtain or Maintain Coverage. AT&T's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and permits subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in AT&T's failure to meet the requirements of this Appendix, SBC NEVADA may terminate this Appendix and all permits subject to this Appendix not less than 60 days after giving AT&T written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless AT&T has obtained (or made arrangements satisfactory to SBC NEVADA to obtain) the required coverage from another source. In the alternative, SBC NEVADA may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

**ARTICLE 23: INTENTIONALLY LEFT BLANK**

**ARTICLE 24: TERMINATION OF AGREEMENT OR  
PERMITS; REMEDIES FOR BREACHES**

24.01 Termination of Appendix Due to Non-Use of Facilities. AT&T shall, by written notice to SBC NEVADA, terminate this Appendix if AT&T ceases to do business in this State, or ceases to make active use of SBC NEVADA's poles, ducts, conduits, and rights-of-way in this State.

24.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. AT&T's access to SBC NEVADA's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SBC NEVADA or any joint user, cause material damage to SBC NEVADA's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SBC NEVADA or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SBC NEVADA's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC NEVADA may limit, terminate or refuse access if AT&T violates this provision; provided, however, that such limitation, termination or refusal will be limited to AT&T's access to poles, ducts, conduits, and rights-of-way located in the SBC NEVADA construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable AT&T to adopt suitable controls to prevent further violations, and shall be subject to review, at AT&T's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event AT&T invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

24.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

- (a) The notice shall set forth in reasonable detail:
  - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
  - (2) the action believed necessary to cure the alleged breach; and
  - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

**ARTICLE 25: INTENTIONALLY LEFT BLANK**

**ARTICLE 26: INTENTIONALLY LEFT BLANK**

**ARTICLE 27: CONFIDENTIALITY OF INFORMATION**

- 27.01 Information Provided by AT&T to SBC NEVADA. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by AT&T to SBC NEVADA in connection with this Appendix (including but not limited to information submitted in connection with AT&T's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy permits) shall be deemed to be "Confidential" or "Proprietary" information of AT&T and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to AT&T's review of records regarding a particular market area, or relating to assignment of space to AT&T in a particular market area, and further includes knowledge or information about the timing of AT&T's request for or review of records or its inquiry about SBC NEVADA facilities. This article does not limit the use by SBC NEVADA of aggregate information relating to the occupancy and use of SBC NEVADA's poles, ducts, conduits, and rights-of-way by firms other than SBC NEVADA (that is, information submitted by AT&T and aggregated by SBC NEVADA in a manner that does not directly or indirectly identify AT&T).
- 27.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by AT&T to SBC NEVADA in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 27.03 to 27.06.
- 27.03 Permitted Uses of AT&T's Confidential or Proprietary Information. SBC NEVADA and persons acting on SBC NEVADA's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize AT&T's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to SBC NEVADA's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC NEVADA's poles, ducts, conduits, and rights-of-way and any SBC NEVADA facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SBC NEVADA's obligations under this Appendix and similar agreements with third parties; (d) performing SBC NEVADA's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SBC NEVADA's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SBC NEVADA's own use, and making planning, engineering, construction, and budgeting decisions relating to SBC NEVADA's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information;

(h) maintaining SBC NEVADA's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

27.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to AT&T may be made available to personnel of third parties seeking access to SBC NEVADA's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

27.05 Defense of Claims. In the event of a dispute between SBC NEVADA and any person or entity, including AT&T, concerning SBC NEVADA's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC NEVADA may utilize Confidential or Proprietary information submitted by AT&T in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SBC NEVADA shall not disclose AT&T's Proprietary or Confidential Information without first, at SBC NEVADA's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing AT&T notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC NEVADA from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC NEVADA shall not disclose AT&T's proprietary or confidential information without first, at SBC NEVADA's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of AT&T's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing AT&T notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from AT&T pursuant to this Appendix are authorized or permitted without AT&T's express written consent.

## **28.0 Reservation of Rights/Intervening Law**

28.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement is legitimately related to this Appendix and shall apply to all the rates, terms and conditions set forth in this Appendix.

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**

**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**

**Bold & Underline represents language proposed by AT&T and opposed by SBC NEVADA.**  
**Bold represents language proposed by SBC NEVADA and opposed by AT&T.**



**EXHIBIT I****POLE AND CONDUIT ATTACHMENT RATES**

<b>ITEMS</b>	<b>NV</b>
<b>Application Fee (per application)</b>	<b>\$200.00</b>
<b>CLEC Pole Attachments (\$/attachment/yr)</b>	
<b>Non-Urbanized</b>	<b>\$3.29</b>
<b>Urbanized</b>	<b>\$2.29</b>
<b>CLEC Conduit Occupancy (\$/ft/yr)</b>	
<b>Inner Duct</b>	<b>\$0.70</b>

**EXHIBIT II**  
**IDENTIFICATION OF APPLICANT (NEVADA)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: CLEC

Applicant's principal place of business is located in the State of \_\_\_\_\_ state

Applicant does business under the following assumed names:

\_\_\_\_\_

Applicant is:

a corporation organized under the laws of the State of \_\_\_\_\_,  
charter no. \_\_\_\_\_;

a partnership organized under the laws of the State of \_\_\_\_\_;  
or

another entity, as follows:

\_\_\_\_\_

Applicant represents that Applicant is:

(1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

(2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

(3) a person or entity which is neither (1) nor (2) above, as follows:

EXHIBIT III  
ADMINISTRATIVE FORMS AND NOTICES (NEVADA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SBC NEVADA's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SBC NEVADA to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SBC NEVADA to AT&T and others.

- CO-4926: Authorization to Accept Applications
- CO-018: Application for Pole Attachment/Conduit Occupancy
- CO-019: Cost Estimate Detail for Licensee Work
- CO-4927: Permit to Perform Make Ready Work/Attach/Occupy
- CO-4930: Request for Removal of Licensee Facilities
- CO-4931: Notification of Impending Telco Work
- CO-4932: Notification of Subsequent Work Operations/Additional Expenditures
- CO-020: Construction Inspection Worksheet
- CO-1663: Advance Payment – Custom Work Order Billing



### AUTHORIZATION TO ACCEPT APPLICATIONS

DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_, STRUCTURE ACCESS MANAGER      TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_

A LICENSE AGREEMENT HAS BEEN COMPLETED BY THE LICENSEE NAMED BELOW, AND APPLICATIONS FOR POLE ATTACHMENT/CONDUIT OCCUPANCY (C0018) MAY BE ACCEPTED FOR AGREEMENT NUMBER XXX DATED XX/XX/XX

**AGREEMENT CONTACT INFORMATION:**

ATTACHING PARTY: \_\_\_\_\_

CONTACT NAME/ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

AFTER HOURS NAME/TEL #: \_\_\_\_\_

FOR BILLING NAME/ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SERVING AREA: \_\_\_\_\_

**APPLICATION SUBMITTAL CONTACT INFORMATION:**

CONTACT NAME: \_\_\_\_\_

CONTACT ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

AFTER HOURS NAME/TEL#: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

**NAMES AND TITLES OF PERSONS AUTHORIZED TO SIGN APPLICATIONS:**

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

\* See attached sheet if additional space is needed.

**NAMES AND AFFILIATIONS OF ALL INDIVIDUALS OTHERWISE AUTHORIZED TO ACT IN BEHALF OF THE LICENSEE\* (USE SUPPLEMENTAL SHEETS IF NECESSARY):**

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

\*IN LIEU OF INDIVIDUAL NAMES, A BLANKET AUTHORIZATION MAY BE GRANTED TO PERSONS HOLDING A VALID EMPLOYEE IDENTIFICATION CARD OF THE ENTITY(IES) TO BE AUTHORIZED.

THIS DOCUMENT IS (PLEASE CHECK):       AN ORIGINAL  
 A REVISION OF AUTHORIZED SIGNATURES

IN ADDITION TO EXISTING CO4926

SUBMITTED BY: \_\_\_\_\_



Page 2

CO 4926  
AGREEMENT NO. XXXXX

**AUTHORIZATION TO ACCEPT APPLICATIONS (Continued)**

**NAMES AND TITLES OF PERSONS AUTHORIZED TO SIGN APPLICATIONS:**

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**NAMES AND AFFILIATIONS OF ALL INDIVIDUALS OTHERWISE AUTHORIZED TO ACT IN BEHALF OF THE LICENSEE\* (USE SUPPLEMENTAL SHEETS IF NECESSARY):**

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

7. \_\_\_\_\_ 8. \_\_\_\_\_

9. \_\_\_\_\_ 10. \_\_\_\_\_



## APPLICATION FOR POLE ATTACHMENT/CONDUIT OCCUPANCY

To Licensor: SBC  
 Street: P.O. Box 11010, Room C 259  
 City: Reno State: NV Zip: 89520

Intent Number: \_\_\_\_\_  
 Application Number: \_\_\_\_\_  
 Agreement Number: \_\_\_\_\_  
 Agreement Date: \_\_\_\_\_

In accordance with that certain license agreement between us and \_\_\_\_\_ (Licensor) dated: \_\_\_\_\_, we hereby request permission to place, replace, rebuild, reinforce and/or rearrange and maintain our facilities on or in your poles or conduit located at \_\_\_\_\_, all as a more particularly described on the attached drawings. We agree to pay you, upon demand, all costs associated with processing this application, either as an amount to be billed separately or in conjunction with an advance payment for make ready work as described below, whether or not we ever actually utilize the poles or conduit described herein.

Licensee: \_\_\_\_\_  
 Signed\* \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Number of Poles: \_\_\_\_\_

\*Must be authorized to sign Form CO 4926

### CONTINGENCIES (To Licensee)

Permission for placement of the facilities described herein is contingent upon the following conditions:

1. Remittance within 45 days to the address shown below, an advance payment of \$ \_\_\_\_\_  
 To cover the estimated cost to complete our portion of the above described work;
2. Return of the Work authorization below within 45 days;
3. Completion of the make ready work detailed on the attached pages by all parties named thereon.

Licensor: SBC  
 Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: P.O. Box 11010, Room C 259

Date: \_\_\_\_\_  
 Job Number: \_\_\_\_\_  
 CWBO Number: \_\_\_\_\_

### WORK AUTHORIZATION (To Licensor)

You are hereby authorized to perform the work described herein at our sole risk and expense. A check to cover estimated charges for work has been forwarded to the location specified above. We agree to pay any and all additional costs incurred by you in excess of said advance payment. We further agree that no facilities will be placed by us on or in your poles or conduit until written permission is granted by you.

We hereby certify that we have obtained all permits, licenses, rights-of-way, easements, or grants needed to legally perform our work on or in your poles our conduit and that all services to be provided over the facilities to be placed are in accordance with our license agreement with you. We agree to provide you with satisfactory evidence of such upon demand.

Licensee: \_\_\_\_\_  
 Signed\* \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Number of Poles: \_\_\_\_\_

\*Must be authorized to sign Form CO 4926



### Cost Estimate Detail For Licensee Work

Licensee: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Cust Ref. Number: \_\_\_\_\_  
 City: \_\_\_\_\_ Project Number: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Application Number: \_\_\_\_\_

At your request, we have estimated charges to perform work to accommodate your facilities as described on the above named application. Our estimate assumes that make-ready and inspection work will be performed under optimum conditions and that your facilities will be placed in accordance with all applicable guidelines. The actual costs billed to you upon completion of work may differ. If you wish for us to proceed, please make advance payment of our estimated charges to the following address in accordance with our license agreement with you.

<u>TYPE OF OPERATION</u>	<u>ESTIMATED COST</u>
Clerical & Posting	\$0.00
Engineering	\$0.00
Inspection	\$0.00
Mileage/per Diem	\$0.00
SBC Construction	\$0.00
Civil Engineer	\$0.00
Purchase Grade/Anchor	<u>\$0.00</u>
Grand Total:	<b>\$0.00</b>

Licensors: **SBC** \_\_\_\_\_

Signed: \_\_\_\_\_

Title: Structure Access Manager

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

**Address: SBC**  
**Attn: Structure Access**  
**645 E. Plumb Lane, C-259**  
**Reno, NV 89520**



PERMIT TO PERFORM MAKE READY WORK/ATTACH/OCCUPY

Table with 4 columns: TO LICENSEE, ADDRESS 1, ADDRESS 2, CITY, ATTENTION, LOCATION, APPLICATION NUMBER, AGREEMENT NUMBER, AGREEMENT DATE, CUSTOMER REF NUMBER, PROJECT NUMBER, GEO/CO, EXCHANGE.

The necessary changes and /or rearrangements to accommodate your facilities on or in our poles or conduit located (as outlined in the above-identified application) have been completed.

This notification is your authorization to begin the installation, rebuild, reinforcement and/or rearrangement covered by said application, subject to the terms and conditions of the above-named license agreement, contingent upon the following.

1. Completion of your work within 270 days from the date of this notice. See Approved Job Details/Const. Drawings.

2. Return of the notice upon completion of said work

Failure to meet any of the above conditions may result in revocation of the permission hereby granted.

LICENSOR: SBC/PACIFIC BELL TELEPHONE COMPANY BILLING START DATE: CONDUIT FT: REBUILD: SIGNED: DATE: NEW ATTACH: DEVICES: TITLE: STRUCTURE ACCESS MANAGER

NOTICE OF COMPLETION (to Licensor)

We hereby notify you that the work authorized above has been completed and is ready for your inspection. We certify that in conjunction with this work attachments of strand and attachments of other equipment have been made to your poles as authorized. In addition, feet of conduit have been occupied. We understand that we must notify you of all aerial service drops subsequently installed on poles in the vicinity of the attachments described above.

LICENSEE: DATE: SIGNED: TITLE:

NOTICE OF 1st INSPECTION (to Licensee)

An inspection of the facilities described above has been conducted, pursuant to the above referenced license agreement. Our findings are outlined on the attached worksheet. Based on these findings, you are hereby notified:

- that your facilities have passed our inspection.
to correct the violations outlined on the attached and notify us of your compliance within 45 days.

Failure to do so within the allotted time may prompt us to enforce correction pursuant to our license agreement with you.

LICENSOR: DATE: SIGNED: TITLE:

NOTICE OF CORRECTION (to Licensor)

We hereby notify you that the violations cited above have been corrected and that our facilities are ready for your immediate re-inspection.

LICENSEE: DATE: SIGNED: TITLE:

NOTICE OF REINSPECTION (to Licensee)

A re-inspection of the facilities described above has been conducted. Based on our findings, we hereby notify you (check one)

- that your facilities have passed our re-inspection.
that your failure to correct certain violations described above has prompted us to correct them on your behalf and at your expense.
our final bill for all charges associated with this application is forthcoming.
OTHER:

LICENSOR: DATE: SIGNED: TITLE:





NOTICE OF COMPLETION/ INSPECTION

TO LICENSEE:				APPLICATION NUMBER:	
				AGREEMENT NUMBER:	
STREET:				AGREEMENT DATE:	
CITY:	STATE:		ZIP:	CUSTOMER REF NUMBER:	
ATTENTION:				GEO/CO:	JOB NO.:
LOCATION:					

NOTICE OF CORRECTION (to Licensor)

We hereby notify you that the violations cited above have been corrected and that our facilities are ready for your immediate re-inspection.

LICENSEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

NOTICE OF 2ND REINSPECTION (to Licensee)

An inspection of the facilities described above has been conducted, pursuant to the above referenced license agreement. Our findings are outlined on the attached worksheet. Based on these findings, you are hereby notified:

- that your facilities have passed our inspection.
- to correct the violations outlined on the attached and notify us of your compliance within 45 days.

Failure to do so within the allotted time may prompt us to enforce correction pursuant to our license agreement with you.

LICENSOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

NOTICE OF CORRECTION (to Licensor)

We hereby notify you that the violations cited above have been corrected and that our facilities are ready for your immediate re-inspection.

LICENSEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

NOTICE OF 3RD REINSPECTION (to Licensee)

A re-inspection of the facilities described above has been conducted. Based on our findings, we hereby notify you (**check one**)

- that your facilities have passed our re-inspection.
- that your failure to correct certain violations described above has prompted us to correct them on your behalf and at your expense.
- our final bill for all charges associated with this application is forthcoming.
- OTHER:

LICENSOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_



CO 4930 (4-94)  
Ref. A.G. SEC. 2

**REQUEST FOR REMOVAL OF LICENSEE FACILITIES**  
(To Licensee)

<b>LICENSEE:</b>					APPLICATION NUMBER	
<b>STREET:</b>					AGREEMENT NUMBER	
<b>CITY:</b>	_____	STATE	_____	ZIP	_____	AGREEMENT DATE
<b>LOCATION:</b>					JOB NUMBER	_____

In accordance with the terms of the above-referenced license agreement, you are hereby notified to **remove** your facilities from our poles and/or condui as more particularly described on the attached drawings. If you fail to complete said removal on or before \_\_\_\_\_, we will enforce removal pursuant to our license agreement with you.

Please notify us immediately upon compliance by completing the Notification of Removal below and returning this form to the following address:

LICENSOR **SBC** DATE : \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TEL NO.: \_\_\_\_\_

**NOTIFICATION OF REMOVAL**  
(to Licensor)

LICENSOR: SBC					JOB NUMBER	
STREET					AGREEMENT NUMBER	
CITY::	_____	STATE	_____	ZIP:	_____	AGREEMENT DATE

In accordance with the terms of the above-referenced license agreement, You are hereby notified that on or before \_\_\_\_\_ we removed from your poles and/or conduit our facilities located at \_\_\_\_\_ and more particularly described on the attached drawings. Please adjust your billing records accordingly.

**LICENSEE:** \_\_\_\_\_ DATE \_\_\_\_\_  
SIGNED: \_\_\_\_\_  
TEL No. \_\_\_\_\_

**VERIFICATION OF REMOVAL**  
(For SBC Use Only)

Removal verified by \_\_\_\_\_ Date \_\_\_\_\_  
Duct records updated by \_\_\_\_\_ Date \_\_\_\_\_  
Pole records updated by \_\_\_\_\_ Date \_\_\_\_\_  
Billing records updated by \_\_\_\_\_ Date \_\_\_\_\_  
Copy to Licensee: \_\_\_\_\_ Date \_\_\_\_\_

**NOTIFICATION OF REMOVAL OF PACIFIC BELL FACILITIES**  
(to Licensee)

<b>LICENSEE:</b>					APPLICATION NO.:	
<b>STREET</b>					AGREEMENT NO.	
<b>CITY:</b>	_____	STATE:	_____	ZIP	_____	AGREEMENT DATE

In accordance with the terms of the above referenced license agreement, you are hereby notified that PACIFIC BELL has removed their facilities from poles located at \_\_\_\_\_ as indicated on the attached drawing(s). Your billing will be adjusted accordingly.  
cc: PG&E/SMUD

# Notification Of Impending Telco Work

CO 4931 (11-86)

\_\_\_\_\_ Agreement Dated \_\_\_\_\_  
 \_\_\_\_\_ Application No(s) \_\_\_\_\_  
 \_\_\_\_\_ Pole Attachment  Conduit Occupancy   
 Attention: \_\_\_\_\_ Location: \_\_\_\_\_  
 \_\_\_\_\_  
 Telco Job No. \_\_\_\_\_

Structures upon which or within which you maintain your facilities under the application number(s) shown above are subject to the following change(s):

<u>Work Operation:</u>		<u>Licensee To:</u>	
New Pole or Anchor to be Place	<input type="checkbox"/>	Remove Facilities	<input type="checkbox"/>
Pole or Anchor to be Replaced	<input type="checkbox"/>	Transfer Facilities	<input type="checkbox"/>
Pole or Anchor to be Relocated	<input type="checkbox"/>	Attach Facilities	<input type="checkbox"/>
Pole or Anchor to be Removed	<input type="checkbox"/>	Submit Application	<input type="checkbox"/>
Telco t Abandon Pole or Anchor to Electric Co.	<input type="checkbox"/>	Other	<input type="checkbox"/>
Telco to Purchase Interest in Electric Co. Pole	<input type="checkbox"/>		
		<u>Reason For Work:</u>	
Unauthorized Pole or Anchor Contact(s) to be Cleared	<input type="checkbox"/>	Overhead to Underground Conversion	<input type="checkbox"/>
Conduit to be Rearranged	<input type="checkbox"/>	Street Improvement	<input type="checkbox"/>
Conduit to be Removed	<input type="checkbox"/>	Additional Space On Pole Required	<input type="checkbox"/>
Other	<input type="checkbox"/>	Other	<input type="checkbox"/>
		<u>Other Involved:</u>	
Est. Start	<input type="checkbox"/>	Electric Company	<input type="checkbox"/>
Est. Completion	<input type="checkbox"/>	City or County	<input type="checkbox"/>
Licensee Complete By	<input type="checkbox"/>	Other	<input type="checkbox"/>

Please arrange to do the work indicated above and as shown on the attached drawing(s) and/or detail.

Dated \_\_\_\_\_ **SBC**  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone \_\_\_\_\_

The above indicated work was/will be completed on

Dated \_\_\_\_\_ Licensee \_\_\_\_\_  
 By \_\_\_\_\_  
 Title \_\_\_\_\_



### NOTIFICATION OF SUBSEQUENT WORK OPERATIONS/ADDITIONAL EXPENDITURES

LICENSEE:	_____	APPLICATION NUMBER	_____
STREET	_____	AGREEMENT NUMBER	_____
CITY:	_____	SYSTEM LOCATION:	_____
		JOB NUMBER:	_____

#### NEW POLES/INTERSETS/POLE REPLACEMENTS:

Pursuant to our license agreement with you, you are hereby directed to perform the following within **30 days**:

Please remit to the address shown on the attached Form CO 1663 \$\_\_\_ to cover the estimated cost of work to be performed by us as outlined on the attached drawings/details.

Please submit an application to cover the use of any new poles or conduit identified on the attached drawings/details. **ALSO** please complete the work operations outlined on the attached drawings/details. All work performed is subject to the requirements outlined in our license agreement with you.

PLEASE COMPLETE AND RETURN THE ACKNOWLEDGMENT/AGREEMENT BELOW, INDICATING YOUR INTENTIONS. IF YOU FAIL TO PERFORM THE ACTIONS OUTLINED ABOVE WITHIN THE ALLOTTED TIME PERIOD, WE WILL ENFORCE COMPLIANCE PURSUANT TO OUR LICENSE AGREEMENT WITH YOU.

LICENSOR: **PACIFIC BELL TELEPHONE COMPANY**

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TEL NO. \_\_\_\_\_

#### ACKNOWLEDGMENT/AGREEMENT (to Licensor)

We hereby acknowledge receipt of this notice, and authorize you to perform any work described above at our sole risk and expense. A check to cover the estimated cost of such work has been forwarded to the address specified on the Form CO 1663.

#### AND/OR

Enclosed is an application to cover the use of any new poles or conduit on or in which we plan to place our facilities. ALSO we agree to perform any work operations specified above upon notice from you to do so. **RETURN THIS NOTICE W/APPLICATION.**

LICENSEE \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\*SEND APPLICATIONS TO: STRUCTURE ACCESS

TEL NO.: \_\_\_\_\_

3675 T STREET, ROOM 111

SACRAMENTO, CA 95816

#### NOTIFICATION TO PERFORM WORK (to Licensee)

#### REARRANGEMENT WORK ONLY

You are hereby directed to perform the work operations outlined on the attached drawings within **30 days**. Please return the notice below upon completion of the work. Your failure to so comply may prompt us to perform the work at your expense pursuant to our license agreement with you. **PLEASE COMPLETE AND RETURN THE NOTIFICATION OF COMPLETION BELOW**

LICENSOR: **PACIFIC BELL TELEPHONE COMPANY**

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TEL NO. \_\_\_\_\_

#### ACKNOWLEDGEMENT OF WORK COMPLETION

(to Licensor)

We hereby notify you that the work outlined above has been completed and is ready for your inspection pursuant to the above-referenced license agreement.

LICENSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**RETURN THIS NOTICE TO:**

TEL NO.: \_\_\_\_\_

SBC STRUCTURE ACCESS

3675 T STREET, ROOM 111

SACRAMENTO, CA 95816



# CONSTRUCTION INSPECTION WORKSHEET

TELCO JOB NO. \_\_\_\_\_  
 LICENSEE \_\_\_\_\_  
 AGREEMENT NO. \_\_\_\_\_  
 APPLICATION NO. \_\_\_\_\_

DATE: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_

- 1ST INSPECTION       2ND INSPECTION       3RD INSPECTION       FINAL INSPECTION

DWG NO. MAP NO.	POLE NO.	SPECIFIC VIOLATIONS TO BE CORRECTED	POTENTIAL HAZZARD	WORK REQUIRED BY:
_____				
_____				
_____				
_____				
_____				
_____				
_____				
_____				
_____				



# ENGINEERING FILTER WORKSHEET

TELCO JOB NO. \_\_\_\_\_  
 LICENSEE \_\_\_\_\_  
 AGREEMENT NO. \_\_\_\_\_  
 APPLICATION NO. \_\_\_\_\_

DATE: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_

DWG NO. <hr/> MAP NO.	POLE NO.	ENGINEERING VIOLATIONS TO BE CORRECTED
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		



# ENGINEERING FILTER WORKSHEET

TELCO JOB NO. \_\_\_\_\_  
LICENSEE \_\_\_\_\_

DATE: \_\_\_\_\_  
INSPECTOR: \_\_\_\_\_

DWG NO. MAP NO.	POLE NO.	ENGINEERING VIOLATIONS TO BE CORRECTED
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		





## Advance Payment - Custom Work Order Billing

Cust Reference No.   
Project Number:   
State:

Applicant's Name:   
Billing Name:   
Billing Address:  
Attn:   
Address 1:   
Address 2:   
City:  State:  Zip:

Serial Number:   
Amount Paid :  Payment Date:   
Prepared By:  Date:   
Phone No:   
Fax No. 775-333-4750

Co. Mail to: SBC, Attn: Structure Access Mgr. 645 E. Plumb Ln. Reno, NV 89520

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (Nevada)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term “premises” refers to any site located on, within, or in the vicinity of SBC NEVADA’s poles, ducts, conduits, or rights-of-way and any location where AT&T or any person acting on AT&T’s behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to AT&T and All Persons and Entities Acting on AT&T’s Behalf. AT&T shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover AT&T but all contractors, subcontractors, and other persons or entities acting on AT&T’s behalf at the premises described in 1) above. AT&T should require that all contractors, subcontractors, and other persons or entities acting on AT&T’s behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers’ Compensation Insurance. AT&T shall maintain, at all times during the term of the Agreement, Workers’ Compensation Insurance and Employer’s Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers’ Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker’s Compensation laws. AT&T shall require any contractor, subcontractor, or other person or entity acting on AT&T’s behalf to provide Workers’ Compensation Insurance and Employer’s Liability Insurance for their respective employees unless such employees are covered by the protection afforded by AT&T.

4) General Liability Insurance. To protect SBC NEVADA from any liability for bodily injury or property damage, AT&T shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SBC NEVADA. SBC NEVADA shall be added as an additional insured in the standard policy or an endorsement thereto. AT&T shall also require any contractor, subcontractor, or other person or entity acting on AT&T’s behalf to provide General Liability coverage with the same limits and with SBC NEVADA added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by AT&T.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of AT&T and any contractor, subcontractor, or other person or entity acting on AT&T’s behalf. The coverages may be provided by the standard policy or

endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
  - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
  - 3) Independent Contractors coverage to provide protection for AT&T's contractors, subcontractors, and other persons or entities acting on AT&T's behalf.
  - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
  - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
  - 6) Contractual Liability coverage to provide financial responsibility for AT&T to meet its indemnification obligations.
  - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of AT&T and damage to work performed by or on behalf of AT&T.
- b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$2,000,000.

Sub-limit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sub-limit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$2,000,000.

Sub-limit for Products/Completed Operations: \$1,000,000

If use of a motor vehicle is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

Each occurrence sub-limit for Products/Operations: \$1,000,000.

- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
  - d) Policy language or endorsements adding SBC NEVADA as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SBC NEVADA from any liability for bodily injury or property damage arising out of AT&T's operations.
- 5) Automobile Liability Insurance. The parties contemplate that AT&T and personnel acting on AT&T's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SBC NEVADA's poles, ducts, conduits, and rights-of-way. Accordingly, AT&T shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by AT&T or by any person or entity acting on AT&T's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SBC NEVADA's poles, ducts, conduits, or rights-of-way.
- 6) Layering of General Liability and Automobile Liability coverages. AT&T's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.
- 7) Deductibles. No deductibles shall be allowed without the express written consent of SBC NEVADA.
- 8) Claims Made Policies. Claims Made Policies will not be accepted.
- 9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SBC NEVADA, must be received by SBC NEVADA prior to the issuance of any licenses pursuant to the Agreement and before AT&T or any person acting on AT&T's behalf performs any work on the premises described in 1) above.
- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
  - b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SBC NEVADA as an Additional Insured.

- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.”

A certificate which does not include the phrase “or materially changed” does not meet SBC NEVADA’s requirements. A certificate reciting that the issuing company will “endeavor to” mail 30 days written notice to the certificate holder does not meet SBC NEVADA’s requirements. The language “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or similar language must be deleted from the certificate.

- e) The certificate holder shall be:  
Southwestern Bell Telephone Company  
W. Loop South, Zone 5.3  
Bellaire, NEVADA 77401  
ATTENTION: Utility Liaison Supervisor
- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SBC NEVADA to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SBC NEVADA of any rights under the Agreement.

10) Rating of Insurers. SBC NEVADA requires that companies affording insurance coverage have a B+ or better and a Financial Size Category rating of VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon AT&T’s submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (NEVADA)**

Nondisclosure Agreement (SBC NEVADA Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, has been entered into by and between Nevada Bell Telephone Company (“SBC NEVADA”), a Nevada corporation, and the undersigned person or firm (“Recipient”) as a condition of access to certain records and information maintained by SBC NEVADA. The parties stipulate and agree as follows:

1) SBC NEVADA maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SBC NEVADA owns or controls. SBC NEVADA represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SBC NEVADA intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SBC NEVADA’s competitors.

2) SBC NEVADA has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SBC NEVADA.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SBC NEVADA, or, if an individual, that he or she is acting \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SBC NEVADA’s records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SBC NEVADA’s poles, ducts, conduits, and rights-of-way.

4) SBC NEVADA agrees that permitted uses of records and information concerning SBC NEVADA’s poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SBC NEVADA are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c)

contesting decisions, if any, by SBC NEVADA not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SBC NEVADA's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SBC NEVADA a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SBC NEVADA's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SBC NEVADA's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SBC NEVADA records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SBC NEVADA to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SBC NEVADA's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SBC NEVADA POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC NEVADA's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SBC NEVADA (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement

without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SBC NEVADA and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SBC NEVADA in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SBC NEVADA may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SBC NEVADA's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SBC NEVADA. In the event of any breach of this Agreement for which legal or equitable relief is sought, SBC NEVADA shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SBC NEVADA in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Nevada.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

\_\_\_\_\_  
Recipient (Print or Type Name)

Nevada Bell Telephone Company

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date