

Date General Information Provided by CenturyLink: _____
General Agreement : _____
BAN Number(must be assigned before processing): _____

**REVISED CenturyLink RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY
GENERAL INFORMATION: EFFECTIVE 6/29/01**

1 **PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain WSP’s facilities (“Facilities”) to Qwest Corporation dba CenturyLink QC’s (“CenturyLink”) Poles, to place Facilities on or within CenturyLinks Innerduct (collectively “Poles/Innerduct”) and to obtain access to CenturyLink’s private right of way (“ROW”), to the extent CenturyLink has the right to grant such access. This General Information is necessary to determine if CenturyLink can meet the needs of the WSP’s request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to “Poles/Innerduct”.

2 **PROCESS.** The CenturyLink process is designed to provide the WSP the information so as to assist WSP and CenturyLink to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The WSP is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover CenturyLink’s expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the WSP’s Request. Be sure a BAN number is assigned by the CenturyLink Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wholesale.servicesupportteam@centurylink.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wholesale.servicesupportteam@centurylink.com while the fee must be sent to the CenturyLink WSP Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: CenturyLink central offices, streets, cities, states, lakes, rivers, mountains, etc. CenturyLink reserves the right to reject illegible or incomplete maps. If WSP wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

CenturyLink will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the WSP generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, CenturyLink will assign a Field Engineer and provide his/her name and phone number to the WSP. The Field Engineer will check the local database and be available for a joint verification with the WSP. The Poles/Innerduct Verification/ROW Access Agreement

Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of CenturyLink facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, CenturyLink will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in CenturyLink's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not CenturyLink has a copy of the ROW agreement in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, CenturyLink will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in CenturyLink's records, and (b) whether or not CenturyLink has a copy of the agreement between CenturyLink and the owner of a specific multi-dwelling unit that grants CenturyLink access to the multi-dwelling unit in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that the original landowner may not be the current owner of the property.

CenturyLink will provide to WSP a copy of agreements listed in the Matrices that have not been publicly recorded if WSP obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. CenturyLink will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that CenturyLink provides to WSP. Alternatively, in order to secure any agreement that has not been publicly recorded, a WSP may provide a legally binding and satisfactory agreement to indemnify CenturyLink in the event of any legal action arising out of CenturyLink's provision of such agreement to WSP. In that event, the WSP shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between WSP and CenturyLink concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the WSP, CenturyLink will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal CenturyLink right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the WSP, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@centurylink.com while the appropriate fees should be sent to the CenturyLink-WSP Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the WSP by CenturyLink.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, CenturyLink will deliver to the WSP an executed and acknowledged Access Agreement to the WSP in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and CenturyLink has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the WSP at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if CenturyLink does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but CenturyLink does not have a copy of the Right-of-Way Agreement in its possession, the WSP must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to CenturyLink to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although CenturyLink will provide the identity of the original grantor of the ROW, as reflected in CenturyLink's records, the WSP is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If CenturyLink does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the WSP to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the WSP must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, WSP must provide CenturyLink with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

CenturyLink is required to respond to each Attachment 1.B. submitted by WSP within 35 days of receiving the Attachment 1.B. In the event that CenturyLink believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between CenturyLink and WSP.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, CenturyLink will provide the WSP a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the WSP and applicable payment for the Make-Ready Fees identified, CenturyLink will assign the WSP's requested space; CenturyLink will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. CenturyLink will notify WSP when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wholesale.servicesupportteam@centurylink.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by CenturyLink concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". CenturyLink will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The WSP may contract separately with a CenturyLink-approved contractor to complete the construction provided a CenturyLink inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The WSP is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. CenturyLink agrees to issue to WSP for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing WSP to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by CenturyLink. CenturyLink provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to WSP shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel CenturyLink to construct, install, modify, or place any Poles/Innerduct or other facility for use by the WSP.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by CenturyLink in determining if Poles/Innerduct space is available to meet the WSP's request; however, the WSP must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If CenturyLink denies access, CenturyLink shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by CenturyLink in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to CenturyLink's ROW, the WSP agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. DISPUTE RESOLUTION

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.