LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY
(PRIVATE UTILITY SYSTEM)

This License for Use of Public Right-of-Way is issued by the City of Council Bluffs, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa, hereafter referred to as "Licensor" or "City", to MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (hereinafter referred to as "MCImetro" or as the "Licensee") a corporation organized and existing under the laws of the State of Delaware.

PREAMBLE

WITNESSETH:

WHEREAS, MCImetro has made application to the City of Council Bluffs for the issuance of a license giving it permission to use City street rights- of-way for the purpose of constructing, installing, operating, and maintaining a fiber-optic communications system, more completely described in Exhibit A hereto and hereafter referred to as "the utility system" or "the system"; and

WHEREAS, the City Council of the City of Council Bluffs has provided for the management and regulation of private or commercial uses of City rights-of-way, providing for the franchising or licensing of such uses of City rights- of-way by the granting of franchises or licensee; and

WHEREAS, as Licensee, has filed an application for the issuance of such license with the City Engineer, therein proposing that it be allowed to use those specified portions of City rights-of-way hereafter identified in Exhibit A hereto for the purpose or purposes therein identified;

NOW, THEREFORE, for and in consideration of the Licensee's commitment to pay an annual license fee as hereafter provided; the Licensee's commitment to obtain right-of-way permits and pay right-of-way permit fees as hereafter provided; and the Licensee's commitment to comply with the provisions of Chapter 10.20 of the City Code, as presently enacted or as hereafter amended by the City Council; and in further consideration of the mutual covenants and undertakings hereinafter made by the City and the Licensee, the parties do agree as follows:

1. License for Use of Specified Portions of City Rights-of-Way for Specified Purpose. The City Code, the City hereby issues this License for Use of Public Rights-of-Way (hereafter "License") to the Licensee, extending to it the privilege of using and occupying those City street rights-of-way hereafter specifically identified in Exhibit A hereto, for the construction, installation, operation and maintenance of a private utility system as described in said Exhibit A, for the purpose or purposes identified in said Exhibit A, which utility system or systems shall be limited to that equipment identified and described in said Exhibit A.

2. License Contingent Upon Continuing Compliance with License and City Code Requirements. This License is issued subject to the provisions of Chapter 10.20 of the City Code. By its acceptance of this License, Licensee agrees that this License and its privilege to use and occupy City rights-of-way is contingent upon its continued compliance with, and its continued performance as required by, the terms and conditions of this License and the above referenced provisions of the City Code. By its acceptance of this License, Licensee further agrees that the City may revoke, cancel, or refuse to renew this License for failure to comply with, or for failure to perform as required by, this License or the said provisions of the City Code.

3. Temporary Nature of License. This License shall be for a term of twenty (20) years and at which time this License shall terminate and expire unless it has been renewed. By acceptance of this License, Licensee acknowledges that the initial issuance and any renewal of this License are in the discretion of the City Engineer as governed by the City Code. Licensee agrees that in exercising that discretion, the City Engineer will be reasonable and treat the licensee in the same fashion as like users of the right-of-way. The termination or expiration of this License notwithstanding, the Licensee shall retain its liabilities and obligations with respect to the maintenance and removal of its equipment from City rights-of-way, and with respect to the restoration of City rights-of-way upon such removal of its equipment as provided in Chapter 10.20 of the City Code.

4. Payment of License Fee as Consideration for Use of City Right-of-Way. This License is issued (a) in consideration of Licensee's agreement to pay an annual license fee as provided in the most recent, approved Engineering Department Schedule of Fees on the basis of the number of equivalent lineal feet of right-of-way which Licensee intends to occupy as shown on Exhibit A hereto and (b) in consideration of the Licensee's agreement to pay in subsequent fiscal years an annual license fee. By acceptance of this license, Licensee agrees to pay an annual license fee before December 31st each year, and acknowledges and agrees that the amount of the annual license fee for future years shall be subject to adjustment by the City Council at its discretion.
The annual license fees shall include the following fees:

(a) 20 cents per lineal foot of underground conduit/cable, and
(b) $250 per pole, ground pad, or underground (non-linear) installation. (this $250 will only apply to attachment to new poles not to existing poles.), and
(c) $250 charge for excavations, eg. for new vaults.

5. License Effective. This License shall be effective upon the occurrence of all of the following:

(a) acceptance and execution of this License by the Licensee, and
(b) approval and execution of this License by the City Engineer.

6. Licensee to Obtain Right-of-Way Permits and Pay Right-of-Way Permit Fees. By its acceptance of this License, Licensee agrees that, prior to excavating in City right-of-way in conjunction with its construction, installation, operation, or maintenance of its equipment in City right-of-way pursuant to this License, it shall obtain an excavation permit and pay an excavation permit fee, all as required by Chapter 10.20.120 of the City Code.

Licensee further agrees that, prior to obstructing City right-of-way in conjunction with its construction, installation, operation, or maintenance of its equipment in City right-of-way pursuant to this License, it shall obtain an obstruction permit and pay an obstruction permit fee, all as required by Chapter 10.20 of the City Code. Licensee further agrees to pay right-of-way permit fees for such activities as determined by reference to the Engineering Department Schedule of Fees hereafter adopted by the City Council pursuant to Chapter 10.20 of the City Code. Licensee further agrees to cause its contractors to obtain excavation or obstruction permits and pay permit fees before excavating in or obstructing City right-of-way in conjunction with the construction, installation, operation, or maintenance of its equipment in City right-of-way pursuant to this License.

7. Location of Equipment in City Rights-of-Way.

(a) Licensee has provided to the City, in connection with its application for this License, a set of plans and specifications showing the equipment it intends to construct or emplace in City rights-of-way, and the proposed location of such equipment with respect to right-of-way lines or other monuments. By its acceptance of this License, Licensee acknowledges and agrees that in the event of a conflict between Licensee's equipment and previously installed infrastructure that the City shall have authority to determine the required location of such Licensee equipment in its right-of-way, and that Licensee is required to construct its equipment at the location directed by the City Engineer and/or as shown on the Exhibit A. If the City Engineer does not approve the location for equipment as proposed by the Licensee, the Licensee shall cause its plans and specifications to be revised accordingly and resubmitted to the City.

(b) By its acceptance of this License, Licensee agrees to construct its equipment as shown, and in the locations shown, on the plans and specifications provided in Exhibit A and approved by the City Engineer, and shall upon completion of construction thereof certify to the City that said equipment has been constructed and located within City rights-of-way as shown on the approved plans and specifications.

8. Repair and Maintenance of Utility Equipment by Licensee or Contractor; Extension of Utility System; Restoration of the Right-of-Way.

(a) In undertaking the repair, maintenance or extension of its utility system, Licensee shall obtain right-of-way permits and pay right-of-way permit fees as required by Chapter 10.20 of the City Code. If the work will be performed in whole or in part by a contractor, the Licensee shall cause its contractor to obtain right-of-way permits and pay right-of-way permit fees. The City reserves the right to reject any contractor for purposes of performing right-of-way restoration work if in the judgment of the City Engineer the contractor does not possess the requisite skill, resources, or experience to perform such restoration work.

(b) If the Licensee should at anytime determine the need to extend its utility system to other City rights-of-way not licensed for such use, Licensee shall make application to the City Engineer to amend its License by addendum,

allowing such use of additional City right-of-way, and shall pay a fee in connection with such application for amendment. Licensee shall be required to prepare an addition to Exhibit A and to its Route Map describing such addition to its system, and shall be required to submit detailed plans and specifications showing the proposed location of its equipment within the right- of-way. The City Engineer may in his/her discretion approve such extension by execution of the Addendum submitted by the Licensee.

(c) Licensee shall provide or procure an appropriately skilled and equipped workforce, and shall provide necessary supervision, to construct the system in a workmanlike manner.

(d) Licensee shall upon completion of construction or installation of each segment of its system promptly restore or promptly cause the restoration of the City's right-of-way for safe and efficient vehicular and pedestrian use. Right-of-way restoration work shall be performed as required in the latest version of the Statewide Urban Design and Specifications (SUDAS).

(e) Licensee shall be solely responsible for all costs associated with the construction and installation of its system and restoration of the City's right-of-way.

(f) In the event the City Engineer determines that any right-of-way restoration work performed by the Licensee or its contractor is unsafe or not in a condition reasonably similar to that which existed before the Licensee's work ,then the City Engineer may direct that such restoration work be performed or redone, as the case may be, by a City work crew or contractor, and the costs of such restoration work shall thereafter be paid by the Licensee's surety or its contractor's surety if a bond has been provided and is still in force, as provided in Chapter 10.20 of the City Code, or shall thereafter be paid by the Licensee in the absence of such bond or in the event the surety declines to make payment.

9. Operation and Maintenance of Utility Equipment During the term of this License, including any renewals thereof, Licensee shall, at its own expense, maintain the system in a safe condition and in a manner so as not to physically conflict or electronically interfere with the facilities of the City or the City's franchisees or licensees, and so as not to conflict or interfere with pedestrian or vehicular use of City rights-of-way. Any work required to maintain the system shall be performed as required in the latest version of the Statewide Urban Design and Specifications (SUDAS).

10. Indemnity and Insurance. By its acceptance of this License, Licensee agrees (a) to defend, pay on behalf of, indemnify, and hold harmless the City of Council Bluffs, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, as more particularly provided in Exhibit B hereto, and (b) to obtain and maintain in continuous effect during the term of this License, and while its utility system equipment is located in City right-of-way, the insurance coverages set forth in Exhibit B hereto with the City named as an additional insured. Licensee further agrees to comply with insurance and indemnity requirements hereafter imposed by the City pursuant to the provisions of Chapter 10.20 of the City Code.

11. Licensee's Use Subservient to City Use; Removal or Relocation of Utility Equipment Required to Accommodate City Use.

(a) By its acceptance of this License, Licensee agrees that its system, and its use and occupancy of City right-of-way for the purpose herein provided, shall be subservient to the City's use of the right-of-way and to the City's need to optimize use of the right-of-way by competing uses. If at any time during the term of this License the City determines the need to use all or any portion of the City's rights-of-way wherein the Licensee's system is located for any public use or purpose, or determines the need to manage the use of the right-of-way to optimize such use by competing uses, it may require the Licensee to relocate its system within the right-of-way.

(b) By its acceptance of this License, Licensee agrees that such relocation as set forth in City Code shall be undertaken and completed by it as its sole cost and expense. By its acceptance of this License, Licensee further agrees that it has not by virtue of the City's issuance of this License acquired any property interest in City right-of-way, and that it shall not be entitled to compensation from the City on account of the City's termination of its License as above provided, or on account of the City's direction to relocate the Licensee's system or any part thereof. In the event Licensee determines that it is not feasible to relocate the system or the affected portion thereof, Licensee may terminate this License upon giving at least thirty (30) days written notice to City.

(c) Nothing in this License is intended to abrogate or waive any right to reimbursement that Licensee may have under applicable law or the terms of a public funding grant.

12. Termination of License; Removal of Equipment; City May Acquire Ownership of Abandoned Equipment.

(a) Termination for Cause. If, through any cause, Licensee shall fail to fulfill its obligations under this License, or, if it shall violate any of the covenants, terms or conditions herein, and if such failure or violations should continue for a period of thirty (30) days after written notice thereof is given by the City to Licensee, the City shall thereupon have the right to terminate this License by sending written notice to Licensee of such termination and specifying the effective date thereof, unless a written extension is granted by the City.

(b) Termination at Will. The City, pursuant solely to the City's rights to manage and administer the right of way, or Licensee shall have the right to terminate this License at any time by giving written notice to the other party at least one hundred eighty (180) days prior to the termination date. Thereafter, the parties shall have no further obligation to the other under this License except as otherwise specified herein. After such termination, Licensee shall have 180 days to remove its system from the City's rights-of-way and to commence restoration thereof, or to abandon its system in the City rights of way, unless a written extension is granted by the City. If Licensee fails to remove its system as provided herein, it shall be deemed abandoned as provided in Chapter 141, Article IV, Section 14 of the City Code. Upon abandonment of its system or any portion thereof by Licensee, the City may remove part or all of the system at Licensee's cost, or the City may assume possession and ownership of the system or so much thereof as the City deems desirable, without any payment to the Licensee.

13. Terms Defined. All terms used in this License shall have the meanings ascribed to them as those terms are defined in Chapter 10.20 of the City Code.

14. Provisions of City Code to Prevail Over License in the Event of Conflict. To the extent that the provisions of the City Code, including the provisions of Chapter 10.20 thereof, should be deemed to be in conflict with the provisions of this License, the said provisions of the City Code shall prevail and govern over the provisions of this License, subject only to the reservation of rights set forth in paragraph 15 hereof.

15. Reservation of Rights. The parties' execution of this License, and Licensee's placement of its facilities in City rights-of-way, shall not be construed or deemed to waive the respective rights or obligations of the parties under applicable state or federal law.

16. Police powers. By its acceptance of this License, Licensee acknowledges and agrees that its rights hereunder are subject to the police powers of the City to adopt and enforce general ordinances necessary for the safety and welfare of the public, and it agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power, subject only to the reservation of rights set forth in paragraph 15 hereof.

17. Force Majeure. Licensee shall not be liable for inaction or damages, including but limited to, delay damages, in the even Licensee suffers a force majeure or other event beyond the control of Licensee.

18. Complete Agreement. This License is the full and complete Agreement between the City and Licensee with respect to all matters relating to Licensee's use and occupancy of City right-of-way for installation, operation and maintenance of its private utility system, and supersedes any and all other prior Licenses or agreements between the parties relating to the use or occupancy of City right-of-way for said purpose.

NOW, THEREFORE, for and in consideration of the Licensee's payment of the License Application Fee to cover the costs of processing its application for license, and in consideration of the Licensee's commitment to observe all terms and conditions of this License with respect to those portions of its utility system, as described in Exhibit A, page 1 attached hereto and by this reference made a part hereof, the Licensor City of Council Bluffs hereby issues this License.

LICENSOR
CITY OF COUNCIL BLUFFS, IOWA

By:_____ Date:_____, 20___.

Matthew S. Cox, P.E.
City Engineer

LICENSEE'S ACCEPTANCE OF LICENSE:
Robert J. Hayes, Senior Manager, Network Eng./Operations, by virtue of its execution of this License, and by virtue of its exercise of the privileges herein extended to it, does hereby accept and agree to abide by the terms and provisions of this License.

LICENSEE
MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A/ VERIZON ACCESS TRANSMISSION SERVICES

_____

By: Robert J. Hayes _____ Date: _____, 20___.

Its: Senior Manager, Network Eng./Operations

By: _____ Date: _____, 20___.

Its:

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared to me personally known, who being by me duly sworn, did say that he is Robert J. Hayes ____, of MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, the corporation executing the foregoing instrument; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, and as the fiduciary voluntarily executed.

Notary Public in the State of

_____,

EXHIBIT B

CITY OF COUNCIL BLUFFS, IOWA
RIGHT-OF-WAY LICENSE
INSURANCE AND INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term "City" shall mean the City of Council Bluffs, Iowa, including its elected and appointed officials, employees, volunteers, boards and commissions.

I. GENERAL PROVISIONS

- *Licensee* shall purchase and maintain insurance, as required below, throughout the duration of this License.
- Insurance companies may be either "admitted" or "non-admitted" to do business in the State of Iowa and shall have an A.M. Best Rating of B+ or greater.
- Insurance policies shall be written on an occurrence basis and in form and amounts and with companies reasonably satisfactory to the City, unless otherwise approved by the City.
- Certificates of Insurance evidencing insurance coverage shall be submitted to the City prior to commencement of activities authorized under this License and upon policy renewals throughout the duration of this License (see Proof of Insurance below).
- Upon receipt of notice from its insurer(s) Licensee shall use commercially reasonable efforts to provide the City with 30 days prior written notification of cancellation of insurance.

II. INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance

- Coverage – Bodily injury and Property Damage.
- Policy Form – No less comprehensive and no more restrictive than Standard ISO Commercial General Liability Policy Form or its non-ISO equivalent form.
- Limits –$2,000,000 per occurrence for bodily injury and property damage and $5,000,000 general aggregate including:
  (a) Contractual Liability
  (b) Premises Operations
  (c) Products/Completed Operations
  (d) Independent Contractors Coverage
  (e) Personal and Advertising Injury
  (f) Explosion, Collapse and Underground

B. Proof – Certificate of Insurance

- Licensee shall submit Certificate(s) of Insurance to:

  City of Council Bluffs
  Engineering Department
  209 Pearl St
  Suite 203
  Council Bluffs, IA
  51503

- Certificate(s) of Insurance shall specify:

  City of Council Bluffs, Iowa – ROW License

III. INDEMNIFICATION PROVISION

To the fullest extent permitted by law, Licensee agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, arising out of or in any way connected or associated with Licensee's use or occupancy of City right-of-way.

Licensee's obligation to indemnify the City contained in this License is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by *Licensee*, its officers, employees, subcontractors, and others affiliated with *Licensee*, arising out of or in any way connected or associated with *Licensee's* use or occupancy of City right-of-way, except for and only to the extent caused by the negligence of the City of Council Bluffs, Iowa.

Licensee expressly assumes full responsibility for any and all damages to City property arising out of or in any way connected or associated with *Licensee's* use of occupancy of City right-of-way including, but not limited to, the activities of *Licensee*, its officers, employees, subcontractors, and others affiliated with *Licensee*.

Licensee shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel and Licensee will observe, and cause its officers, employees, subcontractors and others affiliated with *Licensee* to observe all applicable safety rules.

REPORT OF USAGE OF
CITY OF COUNCIL BLUFFS RIGHTS-
OF-WAY

GENERAL INSTRUCTIONS: Each person, firm or corporation who owns, leases, or otherwise occupies or uses equipment (including but not limited to pipes, wires, cables, utility vaults, manholes, hand holes, etc.) which is situated in City right-of-way (streets, alleys. etc.) is required to complete this report form, providing information about themselves and their use of the right-of-way.

PART I: GENERAL INFORMATION TO BE PROVIDED

1. Identity of the person, firm or corporation who owns, leases, or otherwise occupies or uses equipment which is situated in City right-of-way:

_____
Name of Person, Firm, or Corporation:

_____
Street address

_____
City, State and Zip Code

_____
E-mail address

_____ _____
Telephone Number FAX number

2. Identity of a local representative or contact person who can provide information concerning the use or occupancy of right-of-way as herein reported:

_____
Name and Title of Person

_____
Street address

_____
City, State and Zip Code

_____
E-mail address

_____ _____
Telephone Number FAX number

PART II: REPORT REGARDING EQUIPMENT IN CITY RIGHT-OF-WAY

Report below the type of equipment and the total equivalent lineal feet of equipment located in City right-of-way which is owned, leased or otherwise used by the reporting person, firm or corporation.

1. Description of the type of equipment or utility system in City right-of-way:

(Attach additional page(s) as needed)

2. Location of equipment or utility system in City right-of-way: (check those which apply)

Above ground (at grade or elevated on poles)
Below ground
Both above ground and below ground

3. Calculation of the total amount of equivalent lineal footage of equipment now in City right-of-way owned by the reporting person or entity: (*)

Equivalent lineal footage of above ground equipment =_____
Equivalent lineal footage of below ground equipment = _____
Total Equivalent lineal footage of equipment = _____

PART III: CERTIFICATION (to be completed and executed by the owner or lessee of the equipment or by an officer or management level employee of the entity owning or leasing the equipment)

I,_____, do hereby certify that the information hereinabove set forth is true and correct to the best of my knowledge, information and belief.

By:_Date_____

_____
(print name)

_____
(print title or capacity and company name)

After completing and executing this form, return it to:

City of Council Bluffs
209 Pearl St
Suite 203
Council Bluffs, IA 51503 Phone: (712) 890-5296 Fax: (712) 328-3418

(*) NOTE: The total equivalent lineal footage of equipment in City right-of-way reported by each user will be used by the City to calculate each user's share of non-allocable right-of-way management costs to be paid by that user as an annual management fee. The City will verify each user's total equivalent lineal footage of equipment in City right-of-way through the submission and development of mapping data for each ROW user's equipment. The annual management fee will be subject to adjustment based on any discrepancies discovered between the amount of right-of-way usage reported by a user and the amount verified through mapping.

Guidelines for Reporting Equivalent Lineal Footage of Equipment in City ROW

The equivalent lineal footage of equipment in City right-of-way shall be calculated and reported in accordance with the following guidelines:

1. All equipment / installations will be measured in equivalent lineal feet regardless of the elevation of the equipment above or below the surface of the ROW.
2. All users shall measure and report all equipment owned by them in the city ROW whether this equipment is installed in the user's own duct bank, conduit, utility poles, etc. or in a duct bank, conduit, utility pole, etc. owned by another party;
3. Service connections from public utility equipment in the city ROW to a receiving property shall not be measured or reported for this purpose.

Overhead Installations:

1. One lineal foot (1') of equipment between two utility poles is considered one equivalent lineal foot regardless of the number or spacing of the overhead lines spanning between the poles. Therefore, the number of equivalent lineal feet of the overhead equipment is equivalent to the distance between the two poles in feet:

    e.g. 100 feet between poles, with two wires owned by company A spanning said poles = 100 equivalent lineal feet of equipment occupancy by company A

2. If more than one user owns overhead equipment (lines) spanning the distance between the same poles, each one of these users will report the same amount of equivalent lineal feet regardless of the proportion of lines each owns as outlined in item 1 above:

    e.g. 100 feet between poles, with two wires owned by company A spanning the distance between said poles and 3 cables owned by company B spanning the distance between said poles = 100 equivalent lineal feet of equipment occupancy by company A and 100 equivalent lineal feet of equipment occupancy by company B.

Underground Installations:

1. One lineal foot of underground equipment up to three feet (3') in width (outside dimension) shall be considered one equivalent lineal foot of equipment for purposes of calculating equivalent lineal feet. One equivalent lineal foot shall be added for each one foot or fraction of one foot of the equipment width exceeding three feet, as follows: 1 foot in length and up to 3 feet wide = 1 equivalent lineal foot; 1 foot in length and up to 4 feet in width = 2 equivalent lineal feet; 1 foot in length and up to 5 feet in width = 3 equivalent lineal feet, etc. Equipment, which is five (5) feet or more in width, such as a utility vault, shall be considered to be 4 equivalent lineal feet for each foot of length. In all instances, the lesser dimension is to be considered as width, and the greater dimension is to be considered as length.

    e.g. 1,000 feet of interduct having an outside diameter of four inches (4"), all owned by company A = 1,000 X 1 = 1,000 equivalent lineal feet of equipment occupancy by company A;

    e.g. 1,000 feet of duct bank having an outside diameter or width of thirty inches (30"), with multiple conduits, all owned by company A; equivalent lineal feet = 1,000 X 1 = 1,000 equivalent lineal feet of equipment occupancy by company A;

e.g. 1,000 feet of duct bank having an outside diameter or width of fifty inches (50”), with multiple conduits, all owned by company A = 1,000’ X 3 = 3,000 equivalent lineal feet of equipment occupancy by company A.
e.g. A utility vault measuring five (5) feet wide by ten (10) feet long shall be considered to be 40 equivalent lineal feet of equipment occupancy. A utility vault measuring eight (8) feet wide by ten (10) feet long shall be considered to be 40 equivalent lineal feet of equipment occupancy.

2. If two or more ROW users jointly own or share the use of a duct bank, then each owner or user shall report its share of that facility. The total equivalent lineal feet of the shared facility shall be calculated as outlined in item 1 above and each user shall report its pro-rata share of the total.

e.g. 1,000 feet of shared duct bank having an outside diameter of forty-eight inches (48"), with 20 conduits, 10 owned by company A, 10 owned by company B. Company A uses 10 ducts, and Company B uses 5 ducts and leases 5 of its ducts to company C. The total equivalent lineal feet of the shared duct bank = 1,000 X 2 = 2,000 equivalent lineal feet. Company A shall report 1/2 of the total equivalent lineal feet or 1,000 equivalent lineal feet, company B shall report 1/4 of the total equivalent lineal feet, or 500 equivalent lineal feet, and company C shall report 1/4 of the total equivalent lineal feet, or 500 equivalent lineal feet.

NOTE: The proration of duct bank space is to be based upon ownership or leasehold interest in conduits or ducts, regardless if an owned or leased conduit or duct is actually occupied.