

CLEARANCES	Date	Date Received in Council Office	Agenda Date	Assigned To
Orig. Dept.: Public Works	6/1/99		6/1/99	Introduction
Division Head:				
Dept. Head:				
Prosecutor:				
Budget:				
Executive:				

SUBJECT:

Ordinance granting 25 year franchise to Pacific Fiber Link, LLC

ATTACHMENTS

Petition for franchise and the proposed ordinance

SUMMARY STATEMENT:

Related County Contract #:	Should the Clerk schedule a hearing? (Y/N Y Requested Date:
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This ordinance grants a non-exclusive franchise to Pacific Fiber Link for a period of 25 years, pursuant to state law and section 9.30 of the Whatcom County Home Rule Charter. Adoption of the ordinance will allow Pacific Fiber Link to operate and maintain a cable communications system within specified areas of Whatcom County.

RECOMMENDED MOTION (for final action):

COUNCIL ACTION TAKEN:

1999 - 204 6/1/99: Introduced
 6/29/99: Adopted 5-0, Imhof, Nelson absent Ord. #99-028

Related File Numbers:

Ordinance or Resolution Number (this item only):

ORD.# 99-028

SPONSORED BY: Consent

PROPOSED BY: PUBLIC WORKS

INTRODUCTION DATE: June 1, 1999

ORDINANCE NO. 99-028

IN THE MATTER OF GRANTING A NON-EXCLUSIVE FRANCHISE
TO PACIFIC FIBER LINK, L.L.C., FOR A PERIOD OF 25 YEARS
PURSUANT TO STATE LAW AND SECTION 9.30 OF THE
WHATCOM COUNTY HOME RULE CHARTER, TO OPERATE AND
MAINTAIN A CABLE COMMUNICATION SYSTEM WITHIN SPECIFIED
AREAS OF WHATCOM COUNTY

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchise for a fixed term not to exceed 25 years for the use of any street, road or public place; and

WHEREAS, R.C.W. Chapter 36.55 provides that the County Council may grant franchises to persons or private or municipal corporations to use that right-of-way of County roads in their respective counties for the construction and maintenance of water works, gas pipes, telephones, telegraph and electrical light lines, sewers and other such facilities and including cable television wires and other cable television facilities; and

WHEREAS, Pacific Fiber Link, L.L.C., hereinafter referred to as "the grantee," has applied for a 25-year non-exclusive franchise for the installation, operation, maintenance and repair of Fiber Optic Line in and along certain roads in Whatcom County, Washington, and notice of this hearing having been duly published on the 19 and 26 days of June, 1999, in the official newspaper for Whatcom County, and that it appearing to the County Council that notice of said hearing having been given as required by law and that it is in the public interest to grant the franchise for a period of 25 years; and

WHEREAS, Pacific Fiber Link, L.L.C. has agreed to the addition of certain administrative provisions to the franchise as provided herein:

NOW, THEREFORE, BE IT ORDAINED by the Council for Whatcom County, Washington:

Section 1. Franchise Granted.

ORDINANCE - 1.

(a) A non-exclusive franchise for Pacific Fiber Link, L.L.C., its successors and assigns, referred to as the grantee, is hereby granted for a period of 25 years commencing on the date this ordinance shall become effective, the non-exclusive rights and privileges to construct, erect, operate, maintain and repair Fiber Optic Lines and all necessary appurtenances in, upon, along, across, above, over and under County roads, highways, alleys and other public ways and public properties of Whatcom County, portions thereof as named herein and contained in Exhibit "A".

(b) The rights and privileges granted herein shall apply to all roads and public ways identified in Exhibit "A" in Whatcom County, Washington;

© The franchise granted herein is for the purpose of placing fiber optic lines to connect points outside of Whatcom County, and not for the purpose of providing service via the fiber optic lines to consumers within Whatcom County. Any change of the purpose of the franchise in this regard shall require amendment of this franchise, with attendant notice, hearing, and approval by the County Council.

Section 2. Acceptance of Franchise.

(a) No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise;

(b) Such written acceptance shall be filed by Grantee not later than the thirtieth day following the effective date of the ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Grantee shall be deemed to have rejected the same.

Section 3. Entering Rights of Way.

The Grantee, its successors and assignees, shall have the right and authority to enter upon the above-mentioned County roads, rights-of-way and other County property as designated hereinbefore, for the purposes of constructing, operating, maintaining and repairing Fiber Optic Lines and facilities.

Section 4. Construction Standards.

All construction and installation work along, under or over County roads or rights-of-way or other County property outside the corporate limits of any incorporated town shall be subject to the approval and pass the inspection of the Director of Public Works and shall conform to all applicable County, State, and Federal codes, regulations, and minimum standards and the County expressly reserves the right to prescribe how and where the Fiber Optic Line and associated facilities

shall be installed and may from time to time upon reasonable notice, require the removal and replacement thereof in the public interest, at the expense of the franchise holder. In preparing plans and specifications for the installation of transmission lines along or across County roads and rights-of-way, the Grantee shall use as a guide the standards and specifications contained in the National Electrical Safety Code (National Bureau of Standards); National Electrical Code (National Bureau of Fire Underwriters); Bell System Code of Pole Line Construction; applicable FCC or other Federal, State or local codes and regulations; and State and municipal construction standards

Section 5. Maintenance and Restoration

(a) Restoration. In case of disturbance of any road, public way, paved area or public improvement, the Grantee shall, at its own cost and expense and in accordance with the requirements of local law, restore such road, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place.

(b) Maintenance. The Grantee shall maintain all above ground improvements that it places on County right of way pursuant to this franchise. In order to avoid interference with the County's ability to maintain the right of way, the Grantee shall provide a clear zone of five (5) feet on all sides of such improvements.

If the Grantee fails to comply with this provision, and by its failure, property is damaged, the Grantee shall be responsible for all damages caused thereby.

(c) Disputes. In any dispute over the adequacy of restoration or maintenance relative to this Section, final determination shall be the prerogative of the Public Works Department of Whatcom County.

Section 6. Construction Application.

(a) Prior to commencement of construction of said Fiber Optic Lines, Grantee shall first file with the Director of Public Works its application for permit to do such work, together with plans and specifications in duplicate showing the position and location of all such lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads, rights-of-way or other County property upon plans drawn to scale, hereinafter collectively referred to as the "map of definite location."

(b) The lines and appurtenant facilities shall be laid in exact conformity with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the Director of Public Works pursuant to application by Grantee. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstruction, etc. No such construction shall be commenced

without the Grantee first securing a written permit from the Director of Public Works, including approval endorsed on one set of plans and specifications returned to the Grantee. All such work shall be subject to the approval of and shall pass the inspection of the Director of Public Works or designee. Any and all approvals required of the Director of Public Works, pursuant to this section, shall not be unreasonably withheld. The Grantee shall, in compliance with Whatcom County Ordinance No. 88-79 (an ordinance providing for the issuance of revocable encroachment permits for work on County roads and rights-of-way) and County Development Standards, pay all permit fees as required. The Grantee shall pay all actual necessary costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

Section 7. Construction on Roadways/Other County Property.

(a) In any work which requires breaking of soil of the County roads, rights-of-way or other County property subject to this Franchise for the purpose of laying, relaying, connecting, disconnecting and repairing the said transmission lines and facilities, and making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and conform to the general rules adopted by the officers charged with the supervision and care of such County roads, rights-of-way, and other County property; and the Grantee at its own expense and with all convenient speed shall complete the work for which the soil has been broken and forthwith replace the work and make good the County road, rights-of-way and other County property and leave the same in as good condition as before the work was commenced.

(b) Applications for permits referred to in Section 5 above shall be accompanied by specifications for the restoration of the County road, rights-of-way or other County property and to the same or better condition as it was prior to such breaking, and such specifications must be approved by the Director of Public Works before such breaking of the soil is commenced. Provided, that the Director of Public Works shall require compliance with the Whatcom County Revocable Encroachment Ordinance (Whatcom County Ordinance No. 88-79) and County Development Standards to insure that such County roads, rights-of-way or other County property shall be restored to the same or better condition as it was prior to the breaking of the soil. The Grantee, in addition to any other such requirements contained herein, shall be subject to the conditions and penalties as provided in Whatcom County Ordinance No. 88-79. The Director of Public Works may also require a performance bond in the sum sufficient to guarantee that such County roads, rights-of-way or other County property shall be restored to the same or better condition as it was prior to the breaking of the soil. Said bond shall be in addition to any other such requirements contained herein.

(c) The Director of Public Works may at any time, do order, or have done any and all work that is considered necessary to restore to a safe condition any such County road, rights-of-way or other County property left by the Grantee or its agents in a condition dangerous to life or property, and the Grantee upon demand shall pay to the County all actual costs of such work.

Section 8. Construction - Other Lines and Facilities.

(a) All construction or installation of such lines and facilities, service repair or relocation of same, performed over, above, along or under the County roads, rights-of-way or other County property subject to this Franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such County roads, rights-of-way or other County property.

(b) The owners of all utilities, public or private, installed prior in time to the line and facilities of the Grantee shall have preference as to the positioning and location of such utilities so installed with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such County road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation

Section 9. Construction - Public Safety and Inconvenience.

All work done under this Franchise shall be done in a thorough and workmanlike manner. In the laying of transmission lines and the construction of other facilities and the opening of trenches, the tunneling under County roads, rights-of-way or other County property, the Grantee shall leave such trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work; and where any of such trenches, ditches, or tunnels are left open at night, the Grantee shall place warning lights and barricades at such a position as to give adequate warning of such work. The Grantee shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by the Grantee.

Section 10. County Rights Reserved.

The County of Whatcom in granting this Franchise, does not waive any rights which it has now or may hereafter acquire with respect to County roads, rights-of-way or other County property and this Franchise shall not be construed to deprive the County of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the County roads, rights-of-way or other County property covered by this Franchise. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchise itself shall have no value.

Section 11. Relocation of Lines and Facilities.

(a) If at any time, the County of Whatcom shall improve or change any County road,

right-of-way or other County property subject to this Franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, or in the event that such County road, right-of-way or other County property subject to this Franchise shall become a Primary State Highway as provided by law, Grantee upon written notice from the Director of Public Works or the Director of Highways, shall at its sole expense, within thirty (30) working days change the location or readjust the elevation of its transmission lines and other facilities so that the same shall not interfere with such County work and so that such lines and facilities shall conform to such new grades or routes as may be established. The County of Whatcom shall in no way be held liable for any damages to said Grantee that may occur by reason of any of the County's improvements, changes or works above enumerated.

(b) All work to be performed by the Grantee under this section shall be under the direction and approval, and shall pass the inspection of the Director of Public Works or designee. The Grantee shall pay all actual and necessary costs and expenses incurred in the examination, inspection and approval of such work.

Section 12. County Road Work Permitted.

The laying, construction, operation and maintenance of the Grantee's transmission lines and facilities authorized by this Franchise shall not preclude the County of Whatcom, its agents or its contractors from blasting, grading, excavating or doing other necessary road work contiguous to the said lines and facilities of the Grantee provided that the Grantee shall be given forty-eight (48) hours notice of said blasting or other work in order that the Grantee may protect its lines and facilities.

Section 13. Monuments and Survey Markers.

(a) Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director of Public Works. The replacement of all such monuments or other points to be referenced shall be approved by the Director of Public Works. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the Director of Public Works. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

(b) A complete set of reference notes for monuments and other ties shall be filed with the Whatcom County Director of Public Works.

Section 14. Vacations.

If at any time the County of Whatcom shall vacate any County road, right-of-way or other

County property which is subject to the rights granted by this Franchise and said vacation shall be for the purpose of acquiring the fee of other property interest in said road, rights-of-way or other County property for the use of Whatcom County, in either its proprietary or governmental capacity, then the Council of Whatcom County may at its option and by giving sixty (60) days written notice to the Grantee, terminate this Franchise with reference to such County road, rights-of-way or other county property so vacated, and the County of Whatcom shall not be liable for any damages or loss to the Grantee by reason of such termination. Prior to vacation, Grantee shall be granted a minimum of a ten (10) foot wide permanent easement for any existing lines.

Section 15. Indemnification.

(a) The Grantee by acceptance of the privileges granted hereunder, does hereby agree and covenant to indemnify, defend, and save harmless Whatcom County and those persons who were, are now, or shall be duly elected or appointed officials or members or employees thereof, against and from any loss, damage, costs, charges, expenses, liability, claims, demands or judgments whatsoever kind or nature whether to persons or property, arising wholly or partially out of any act, action, neglect, omissions or default on the part of the Grantee, his sub-contractors and/or employees which may occur by reason of construction, operation and maintenance of the Grantee's said transmission lines and facilities. In case that suit or action is brought against the County of Whatcom for damages arising out of or by reason of the above-mentioned causes, the Grantee will upon notice to him of the filing of a claim or the commencement of said action, appear and defend the same at its sole costs and expense, and in case judgment shall be rendered against the County of Whatcom in suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined, if determined adversely to Whatcom County, provided that Grantee shall have the right to appeal Upon the Grantee's failure to satisfy said judgment within a ninety (90) day period, this Franchise shall at once cease and terminate and the County of Whatcom shall have a lien upon the transmission lines and all other facilities used in its construction, operation and maintenance of the Grantee's transmission system which may be enforced against the property for the full amount of any such judgment so taken against Whatcom County.

(b) Acceptance by the County of any work performed by the Grantee at the time of completion shall not be grounds for avoidance of this covenant.

Section 16. Non-Exclusive Franchise.

This Franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County of Whatcom from granting other franchises of a like nature or franchises for other public or private utilities, under, along, across, over and upon any of the County roads, rights-of-way, or other County property subject to franchise, and shall in no wise prevent or prohibit the County of Whatcom from construction, altering, maintaining, using or vacating any of said roads, rights-of-way, drainage structures or facilities, jurisdiction over them with full power to make all necessary changes, relocations, repairs, maintenance, as the County may deem fit.

Section 17. Successors and Assignness.

All the provision, conditions, regulations and requirements herein contained shall be binding upon the successors and assignees of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors and assignees equally as if they were specifically mentioned wherever the Grantee is mentioned herein.

Section 18. Transferability.

Neither this Franchise nor any interest therein shall be sold, transferred or assigned without the previous consent in writing of the Council of Whatcom County, such consent not to be unreasonably withheld.

However, grantee may, without the prior written approval of the County, lease or grant an Indefeasible Right of Use ("IRU") in the facilities, or any portion thereof, to another person or party; provided that grantee:

- (a) Retains exclusive control over such facilities,
- (b) Remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this franchise, and
- (c) Remains responsible for all other obligations imposed by the franchise.

An "Indefeasible Right of Use" is an interest in Grantee's facilities which gives grantee's customers the right to use certain facilities for the purpose of providing telecommunications services. An IRU does not provide the customer with any right of physical access to the facilities, such as constructing, servicing, repairing, relocating or removing the facilities.

Section 19. Incorporation.

Whenever any of the County roads, rights-of-way or other County property as designated in this Franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits this Franchise shall continue in force and effect as to all County roads, rights-of-way or other County property not so included in city or town limits.

Section 20. Enforcement/Remedies

If the Grantee shall willfully violate, or fail to comply with any of the provisions of this franchise through willful or unreasonable neglect, or fail to heed or comply with any notice given the Grantee under the provisions of this franchise, then the said Grantee shall forfeit all rights

conferred hereunder, and this Franchise may be revoked or annulled by the Council of Whatcom County. In addition to any rights implied or set out elsewhere in this ordinance, the Council reserves the right to apply, at its sole option, any one or combination of the following in the event the Grantee violates any provision of the franchise:

- (1) Levy an assessment of actual damages.
- (2) Reduce the duration of the franchise on such basis as the County may deem reasonable and justified.
- (3) Require the Grantee to specifically comply with the terms and conditions of the franchise ordinance, and this franchise may be terminated at any time if the Grantee's lines and facilities are not operated or maintained in accordance with such statute, order or regulation.

In the event of a dispute over a violation of the provisions of this franchise either party may submit resolution of the violation to arbitration. The matter shall be determined by a board of three (3) arbitrators, all of whom shall be citizens and taxpayers of the State of Washington, and shall be selected as follows: one by the County Council, one by the Grantee, and one by the two so appointed. Should the two arbitrators be unable to name a third, such third arbitrator shall be named by a judge of the Superior Court for Whatcom County. Said board shall make its decision in writing and file its decision with the parties within sixty (60) days from the date of the appointment of the final arbitrator. The decision of the board shall be by a majority vote and signed by at least two arbitrators. The written decision shall be final and binding upon the parties.

Section 21. Reservation of Home Rule Charter Rights.

This franchise is subject to the provisions of the Home Rule Charter for Whatcom County and, in particular, Section 9.30 thereof which provides as follows: All franchises granted by the County Council shall be for a fixed term not to exceed twenty five (25) years and no exclusive franchise shall be granted for the use of any street, road, or public place. All franchises shall be subject to the power of eminent domain and the right of the Council or the people acting for themselves through the initiative or referendum to repeal, amend or modify the franchise in the interest of the public; and every ordinance granting a franchise shall contain a reservation of these rights. In any proceeding under eminent domain the franchise itself shall have no value.

Section 22. Compliance with Laws and Regulations.

This franchise is subject to, and the Grantee shall comply with all applicable Federal, State, County or municipal laws, regulations and policies affecting performance under this franchise.

Section 23. Insurance.

(a) Upon acceptance of such franchise, the Grantee shall file with the Whatcom County Council, and shall thereafter, during the entire term of such franchise, maintain in full force and effect, a corporate insurance policy or other adequate surety agreement in the amount of ONE

MILLION DOLLARS (\$1,000,000.00) for property damage coverage, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for public liability coverage, so as to protect the County against damages or costs as set forth in Section 15 above, and there shall be recoverable, jointly and severally from the principal and surety, any such damages or costs suffered or incurred by the County, including attorney's fees and costs of any action, or proceedings, and including the full amount of any compensation, indemnification, cost of removal of any property or other costs which may be incurred up to the full principal amount of such insurance policy; and said condition shall be a continuing obligation during the entire term of such franchise and thereafter until Grantee shall have satisfied in full any and all obligations to the County and any user which arise out of or pertain to said franchise. Neither the provisions of this section, nor any insurance policy accepted by the County pursuant hereto, nor any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Grantee, or limit the liability of the Grantee under any franchise issued pursuant to this ordinance.

(b) The County reserves the right to have its legislative body review the dollar amount of said insurance policy and adjust the amount of coverage as deemed appropriate upon an annual basis.

Section 24. License, Tax and Other Charges

No privileges or rights granted hereunder shall exempt Grantee from any future uniform rent, license, tax charge or impost which may hereafter be required by the Grantor, for revenue or as reimbursement for use and occupancy of public ways, and failure to timely remit any sums properly due thereby, shall be cause for forfeiture of rights hereunder.

Section 25. Inspection and Information

(a) Grantee shall at all reasonable times, and to the extent necessary to carry out the provisions of this ordinance, permit any duly-authorized agent or representative of the County to examine all franchise property of Grantee, together with any appurtenant property of Grantee situated within or without the County, and to examine and transcribe all maps and other records kept or maintained by Grantee, or under the control or direction, or at the request of Grantee, which treat of the franchise operations, affairs, transactions, or property of the Grantee.

(b) Any of such maps or such other records which are not situated within the County and which are not made available in the County within a reasonable time after written request therefor by the Council or the Prosecuting Attorney, shall be produced for examination wherever the same shall be situated and Grantee shall pay all travel and other expenses necessary or reasonably incurred by the County, its agents, and representatives in making such examination.

(c) Grantee shall prepare and furnish to the the Director of Public Works, at such times and in such form as prescribed by the Director, references and materials with respect to the operations,

affairs, transactions, or property of Grantee, as may be reasonably necessary or appropriate to the performance of any of the duties of Whatcom County.

Section 26. Severability.

If any portion of the ordinance is deemed invalid, the remainder will remain in effect.

Section 27. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this ordinance.

APPROVED this 29 day of June, 1999.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON



Dana Brown-Davis
Clerk of the Council



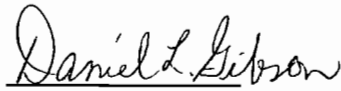
Marlene Dawson
Chairperson

APPROVED VETOED



PETE KREMEN
County Executive

APPROVED AS TO FORM:



Daniel L. Gibson
Sr. Civil Dep. Pros. Atty.

Date: 7-2-99

EXHIBIT "A"
LIST OF ROADS

From the South County line along Old Highway 99, turn right onto E. Lake Samish Drive;
Proceed Northwest on E. Lake Samish Drive, 2.4 miles, turn right onto N. Lake Samish Drive;
Proceed North on N. Lake Samish Drive/Samish Way, 4.5 miles, turn right on Yew Street. N. Lake Samish Drive ends and Samish Way begins at I-5;
Proceed North on Yew Street, 2.9 miles, turn right onto Lakeway Drive;
Proceed East on Lakeway Drive, .7 miles, turn left onto Electric;
Proceed Northeast on Electric, 2 miles, turn left onto Britton; Road
Proceed North on Britton Road, 1.8 miles, turn right onto Mt. Baker Hwy/Hwy 542;
Proceed East on Mt. Baker Hwy/Hwy 542, 2.1 miles, turn left onto Everson-Goshen Road;
Proceed North on Everson-Goshen Road, 2 miles, turn right onto E. Smith Road;
Proceed East on E. Smith Road, 1 mile, turn left onto Mission Road;
Proceed North on Mission Road, 6 miles, turn right onto SR 544;
Proceed East on SR 544, .2 miles, until you reach the Nooksack River;

Nooksack River Bore;

Restart in the city park on the North Side of the Nooksack river west of the Water treatment plant;

Through the city park, .5 miles, back to Trapline Road;

Proceed North on Trapline Road, 4.1 miles, turn right onto Pangborn Road;

Proceed East on Pangborn Road, 1 mile, turn left onto Van Buren Road;

Proceed North on Van Buren Road, .8 miles, turn right on Halverstick Road;

Proceed East on Halverstick Road, 3.2 miles, turn left onto Lawson Street;

Proceed North on Lawson Street, .7 miles. End at the intersection of Lawson Street and the Border.

P E T I T I O N
F O R
F R A N C H I S E

TO THE WHATCOM COUNTY COUNCIL COMES NOW,

Pacific Fiber Link, L.L.C., a Washington Limited Liability Company

and respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain and repair an underground, multiple conduit, fiber optic, telecommunications system and all necessary appurtenances along, over and across the following roads situated in Whatcom County, Washington:

See attached List of Roads

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this non-exclusive franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise as herein requested.

DATED: 4/12/99

Pacific Fiber Link, L.L.C.

722 Avenue D, Suite C

Snohomish, WA 98290

By: _____



Charles K. Coad Franchise Coordinator

(360) 568-3226

LIST OF ROADS

From the South County line along Old Highway 99, turn right onto E. Lake Samish Drive;
Proceed Northwest on E. Lake Samish Drive, 2.4 miles, turn right onto N. Lake Samish Drive;
Proceed North on N. Lake Samish Drive/Samish Way, 4.5 miles, turn right on Yew Street. N. Lake Samish Drive ends and Samish Way begins at I-5;
Proceed North on Yew Street, 2.9 miles, turn right onto Lakeway Drive;
Proceed East on Lakeway Drive, .7 miles, turn left onto Electric;
Proceed Northeast on Electric, 2 miles, turn left onto Britton; Road
Proceed North on Britton Road, 1.8 miles, turn right onto Mt. Baker Hwy/Hwy 542;
Proceed East on Mt. Baker Hwy/Hwy 542, 2.1 miles, turn left onto Everson-Goshen Road;
Proceed North on Everson-Goshen Road, 2 miles, turn right onto E. Smith Road;
Proceed East on E. Smith Road, 1 mile, turn left onto Mission Road;
Proceed North on Mission Road, 6 miles, turn right onto SR 544;
Proceed East on SR 544, .2 miles, until you reach the Nooksack River;

Nooksack River Bore;

Restart in the city park on the North Side of the Nooksack river west of the Water treatment plant;

Through the city park, .5 miles, back to Trapline Road;
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Proceed North on Lawson Street, .7 miles. End at the intersection of Lawson Street and the Border.