

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE NO. 1901

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON, GRANTING UNTO PACIFIC FIBER LINK, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS SYSTEM IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF SNOHOMISH, WASHINGTON.

WHEREAS, Pacific Fiber Link, L.L.C., (“PFL”) has requested that the City Council grant it a nonexclusive franchise, and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties (RCW 35A.47.040), NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Franchise Granted. Pursuant to RCW 35A.47.040, the City of Snohomish, a Washington municipal corporation (hereinafter the “City”), hereby grants to PFL, a corporation organized under the laws of the State of Washington, its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise for a period of ten (10) years, beginning on the effective date of this ordinance, set forth in Section 28 herein.

This Franchise shall be automatically renewed for additional five (5) year terms UNLESS, not less than ninety (180) days prior to the termination of the current term or extension, either side gives written notice of its intention to renegotiate, in good faith, the terms of the Franchise, in which case the Franchise shall not renew unless and until the City and PFL reach agreement on terms and conditions acceptable to both parties. If the parties are unable to reach agreement on new terms and conditions prior to expiration of the Franchise, the Franchise shall terminate. Nothing in this Section prevents the parties from reaching agreement on renewal earlier than the time periods indicated.

This franchise shall grant PFL the right, privilege and authority to construct, operate, maintain, replace, and use all necessary facilities for a fiber-optics telecommunications system, in, under, on, across, over, through, along or below the public right-of-ways located in the City of Snohomish, as approved under City permits issued pursuant to this franchise. Public “rights-of-way” as used herein means all public streets, roads, alleys and highways of the City as now or hereafter laid out, platted, dedicated or improved. “Facilities” as used herein means a fiber-optic cable system, with all necessary cables, wires, conduits ducts, pedestals, antennae, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling

are specifically excluded. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from permitted “facilities.”

Section 2. Non-exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said right-of-ways. Such franchise shall in no way prevent or prohibit the City from using any of said road, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-ways, thoroughfares and other public properties of every type and description.

Section 3. Location of Telecommunications System Facilities. PFL is constructing a fiber optic network, consisting partially of facilities within the City. The route will be located along, or generally along, Avenue D, 4th Street and Maple Avenue within the City, as shown on Exhibit 1, which is attached and incorporated by this reference. PFL shall coordinate its work with the Community Services Director.

PFL agrees to install a separate four-inch conduit for the exclusive use of the City from the south end of the City's Urban Growth Area to the north end of the city limits within the right-of-way alignment wherein the fiber optic network of PFL shall be constructed. PFL shall include in its permit applications to the City of Snohomish and Snohomish County the right to install said conduit. Said four-inch conduit shall be available to the City at all times for installation of telecommunication network lines of its choice.

Section 4. Relocation of Fiber-Optics Telecommunications System Facilities.

4.1 PFL agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any government agency acting in a governmental capacity, provided that PFL shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of cable required to be temporarily disconnected or removed.

4.2 Any condition or requirement imposed by the City upon any person or entities (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) which reasonably necessitates the relocation of PFL’s facilities within the franchise area shall be a required relocation for purposes of subsection 4.1 above.

4.3 If the City determines that the project necessitates the relocation of PFL’s then existing facilities, the City shall:

A. At least sixty (60) days prior to the commencement of such improvement project, provide PFL with written notice requiring such relocation; and

B. Provide PFL with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for PFL's facilities so that PFL may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

C. After receipt of such notice and such plans and specifications, PFL shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project at no charge or expense to the City. Relocation shall be accomplished in such a manner as to accommodate the City's project.

4.4 PFL may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise PFL in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, PFL shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by PFL full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, PFL shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

4.5 The provisions of this Section shall in no manner preclude or restrict PFL from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5. Undergrounding of Facilities. Except as specifically authorized by permit of the City, PFL shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City. PFL acknowledges and agrees that if the City does not require the undergrounding of its facilities at the time of permit application, the City may, at any time in the future, require the conversion of PFL's aerial facilities to underground installation at PFL's expense.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, PFL shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. Where other utilities are present and involved in the undergrounding project, PFL shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of PFL's own facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of PFL's facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6. Maps and Records. After construction is complete, and as a condition of this franchise, PFL shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records revealing the final location and condition of its facilities within the public right-of-ways and public places.

Section 7. Excavations. During any period of relocation, construction or maintenance, all work performed by PFL or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. PFL shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Whenever PFL shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least five (5) working days prior notice of its intent to commence work in the public right-of-way. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

If either the City or PFL shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;
- B. such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- C. either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

The City has disclosed to PFL the presence of contaminated soils in the vicinity of Second Street and Avenue D. Prior to disturbance of any soils in this area, PFL shall use due diligence to familiarize itself and its contractors, agents and employees with the soil conditions at said location and shall review all available records on file with the City, County Health Department, State Department of Ecology and any other agency or company that has records or has conducted studies relating to the condition of the soils in the vicinity of Second Street and Avenue D. Construction of the fiber optic network in this location shall be in such manner as is approved by the City and State Department of Ecology.

PFL agrees to save, hold harmless and indemnify the City, its officers, agents, employees and elected officials from and against any claims arising out of the construction of a fiber optic network in the vicinity of Second Street and Avenue D. Said indemnification shall include any claims, causes of action, expenses and costs relating to the disposal, remediation or other actions required relating to the presence of contaminated soils. PFL agrees to comply with all applicable

federal, state and local laws and regulations relating to the handling and disposal of contaminated soils.

PFL and the City may mutually agree to alter the alignment of the fiber optic network to avoid the disturbance of soils in the vicinity of Second Street and Avenue D. The amendment of said alignment shall be approved by the City Engineer, and an appropriate map depicting the revised alignment shall be attached to this ordinance.

Section 8. Restoration after Construction. PFL shall, after abandonment approved under Section 15 herein, or installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Community Services Director shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. PFL agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

Section 9. Emergency Work - Permit Waiver. In the event of any emergency in which any of PFL's facilities located in or under any street breaks, becomes damaged, or if PFL's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, PFL shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve PFL from the requirement of obtaining any permits necessary for this purpose, and PFL shall apply for all such permits not later than the next succeeding day during which the Snohomish City Hall is open for business.

Section 10. Dangerous Conditions, Authority for City to Abate. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endanger the public, an adjoining public place, street utilities or City property, the Community Services Director may direct PFL, at PFL's own expense, to take actions to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.

In the event that PFL fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact PFL to request PFL affect the immediate repair, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions, and PFL shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 11. Recovery of Costs. PFL shall pay a filing fee for the City's administrative and legal costs in drafting, reviewing and processing this franchise agreement and all work related thereto. PFL shall further be subject to all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. Where the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, PFL shall pay such costs and expenses directly to the City. In addition to the above, PFL shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving PFL's cable and facilities.

Section 12. City's Reservation of Rights. Pursuant to Section 35.21.860 of the Revised Code of Washington (RCW), the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. PFL hereby warrants that its operations as authorized under this franchise are those of a telephone business as defined in RCW 82.04.065. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein. However, the City hereby reserves its right to impose a franchise fee on PFL for purposes other than to recover its administrative expenses, if PFL's operations as authorized by this franchise change so that not all uses of the franchise are those of a "telephone business" as defined in RCW 82.04.065; or, if statutory prohibitions on the imposition of such fees are removed. In either instance, PFL shall give the City written notice such changes in operations and/or statutory changes. The City also reserves its right to require that PFL obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate PFL's operations, as allowed under applicable law.

Section 13. Indemnification. PFL hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by PFL's own employees for which PFL might otherwise be immune under Title 51 RCW, for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of PFL, its agents, servants, officers or employees in the performance of this franchise, and any rights granted hereunder.

Inspection or acceptance by the City of any work performed by PFL at the time of completion of construction shall not be grounds for avoidance by PFL of any of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that PFL refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification provision contained herein, and said refusal is subsequently determined by a Court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of PFL, then PFL shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision,

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PFL and the City, its officers, employees and agents, PFL's liability hereunder shall be only to the extent of PFL's negligence. It is further specifically and expressly understood that the indemnification provision provided herein constitutes PFL's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 14. Insurance. PFL shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to PFL, its agents, representative or employees. PFL shall provide a copy of a Certificate of Insurance to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance certificate shall evidence a policy of insurance that includes:

A. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and

B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of PFL. The insurance policies obtained by PFL shall name the City (its officers, employees and volunteers) as an additional insured with regard to activities performed by or on behalf of PFL. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. PFL's insurance shall be primary insurance as respects the City, its officers, employees, agents volunteers. Any insurance maintained by the City, its officers, employees, agents or volunteers shall be excess of PFL's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Section 15. Abandonment of PFL's Fiber-Optics Telecommunication System Facilities. No cable, section of cable or other equipment laid in the street by PFL may be abandoned by PFL without the express written consent of the City. Any plan for abandonment or removal of PFL's cable facilities must be first approved by the Public Works Director, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise agreement.

Section 16. Commencement of Construction. Construction of the initial facilities contemplated by this franchise ordinance shall commence in coordinating with the City's Director of Public Works. See Section 3 above.

Section 17. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, PFL shall furnish a bond executed by PFL and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the Director of Public Works consistent with the City's Design and Construction Standards and other applicable permit requirements. The bond shall be conditioned so that PFL shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 18. Modification. The City and PFL hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 19. Forfeiture and Revocation. If PFL willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given PFL by the City under the provisions of this franchise, then PFL shall, at the election of the Snohomish City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon notice to PFL.

Section 20. Remedies to Enforce Compliance. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from Snohomish County Superior Court having jurisdiction compelling PFL to comply with the provisions of this ordinance and to recover damages and costs incurred by the City by reason of PFL's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force PFL and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 21. City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public, The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any fiber optic cable or cable facilities by PFL, and PFL shall promptly conform with all such regulations, unless compliance would cause PFL to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other ordinances enacted under the City's police power authority, such other ordinances shall take precedence over the provisions set forth herein.

Section 22. Cost of Publication. The cost of the publication of this ordinance shall be borne by PFL.

Section 23. Acceptance. Within sixty days after the passage and approval of this Ordinance, this franchise may be accepted by PFL by its filing with the City Clerk an unconditional written acceptance thereof. Failure of PFL to so accept this franchise within said period of time shall be deemed a rejection thereof by PFL, and the rights and privileges herein granted shall, after the expiration of the sixty-day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 24. Survival. All of the provisions, conditions and requirements of Sections 4, Relocation of Telecommunication Facilities; 5, Undergrounding of Facilities; 7, Excavation; 8, Restoration after Construction; 10, Dangerous Conditions; 13, Indemnification; and 15, Abandonment of PFL's Facilities, of this franchise shall be in addition to any and all other obligations and liabilities PFL may have to the City at common law, by statute, or by contract, and shall survive the City's franchise to PFL for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of PFL and all privileges, as well as all obligations and liabilities of PFL shall inure to its heirs, successors and assigns (to the extent authorized pursuant to section 25, below) equally as if they were specifically mentioned wherever PFL is named herein.

Section 25. Assignment. This agreement may not be assigned or transferred without the written approval of the City. PFL may assign this Agreement in whole or in part to a parent or subsidiary, or as part of any corporate financing, reorganization or refinancing where the assignee can demonstrate to the City that it has equal or better financial resources than PFL. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. PFL shall provide prompt, written notice to the City of any such assignment.

However, PFL may (with prior written notice to the City of the identity of the grantee or lessee) lease or grant a Right of Use in the facilities, or any portion thereof, to another person or party; provided that PFL:

- 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.

A "Right of Use" gives PFL's customers the right to use certain facilities for the purpose of providing telecommunications services. A Right of Use does not provide the customer with any right of physical access to the facilities, such as constructing, servicing, repairing, relocating or removing the facilities.

PFL's grant of a Right of Use shall not create any guarantee, relationship or duty whatsoever between the City and the grantee. The City shall not be liable to any grantee in the event this franchise expires, is not renewed or is terminated. A Right of Use shall not be

construed as a grant of a franchise to the grantee and shall not vest such grantee with any rights granted to PFL pursuant to this franchise. As set forth in Section 13 of this franchise, PFL shall indemnify, defend and hold harmless the City for any claims or causes of action which arise from PFL's grant of a Right of Use.

Section 26. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF SNOHOMISH
Community Services Director
116 Union Avenue
Snohomish, WA 98290

PACIFIC FIBER LINK, L.L.C.
General Counsel
1333 W. 120th Avenue #216
Westminster, CO 80234

Section 27. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance, unless such invalidity or unconstitutionality materially alters the rights, privileges, duties or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this franchise materially affected by such courts' ruling.

Section 28. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and APPROVED by the Mayor this 20th day of June 1999.

CITY OF SNOHOMISH

By _____
Jeff Soth, Mayor

ATTEST:

By _____
Molly Linville, City Clerk

APPROVED AS TO FORM:

By _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

ACCEPTANCE OF FRANCHISE

THE UNDERSIGNED authorized representative of Pacific Fiber Link, L.L.C., hereby declares on behalf of Pacific Fiber Link, L.L.C., the acceptance of the nonexclusive franchise to Pacific Fiber Link, L.L.C., approved by the Snohomish City Council on the 20th day of July 1999, by the adoption of Snohomish City Ordinance No. 1901.

DATED THIS _____ day of _____, 1999.

PACIFIC FIBER LINK, L.L.C.

By: _____

Title: _____