

8/22/01 now GCI Fiber Communication Co Inc.

**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

amended 7/2/97  
amended 8/7/97

**UTILITY PERMIT  
(MAJOR)**

Approval

Recommended: Home Doty  
TITLE: REGIONAL PERMIT OFFICER

DATE: 06-07-1997  
REGION: NORTHERN

\*\*\*\*\*

THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, grants a MAJOR Utility Permit to:

**MFS NETWORK TECHNOLOGIES INC.** OF: ANCHORAGE ALASKA

hereinafter called the PERMITTEE, permission to construct, install and thereafter perform routine maintenance, use and operate a:

24 STRAND FIBER OPTIC UNDERGROUND SYSTEM

hereinafter called the FACILITY, located as follows:

WITHIN THE RICHARDSON HWY ROW BETWEEN THE OLD RICHARDSON HWY ACCESS RD AT EIELSON AFB AND LAURANCE RD.

across, along or under property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions, and in strict conformance with plans, specifications and special provisions attached hereto and made a part hereof, and not otherwise.

A. In accepting this Utility Permit for the FACILITY, the PERMITTEE agrees to comply with the provisions of AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210, and AS 35.10.230; the terms, requirements and regulations as set forth in 17 AAC 15 as authorized under Administrative Procedures Act, AS 44.62.010 -- 44.62.650 and the applicable policies, directives and orders issued by the Commissioner of the DEPARTMENT.

B. The entire cost of routine maintenance operations of the FACILITY are to be paid for by the PERMITTEE, and said Facility shall comply with all applicable codes.

C. The PERMITTEE's construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT's right-of-way and/or public facility; or as hereinafter provided in the DEPARTMENT's Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property.

D. The DEPARTMENT, in granting this Utility Permit, reserves the right to use, occupy and enjoy its property for a public transportation system and for public transportation purposes in such a manner and at such times as it deems necessary, the same as if this instrument had not been executed by the DEPARTMENT. If any such use by the DEPARTMENT shall at any time necessitate any change in location or manner of use of said FACILITY, or any part thereof, such change or alteration shall be made by the PERMITTEE according to the terms of one of the two clauses set out below as identified by a checkmark before the applicable clause.

- (1) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualify under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).
- (2) The PERMITTEE shall promptly remove or relocate said FACILITY at no cost to the DEPARTMENT in accordance with the provisions of AS 02.15.104(c)(4) or (5), AS 19.25.020(c)(4) or (5), or AS 35.10.220(c)(4) or (5).

E. On public property being utilized for right-of-way on highways originally established as, or converted to, controlled access highways, ingress or egress thereto for maintenance and operation of the FACILITY is limited to the locations as designated by the DEPARTMENT. However, the DEPARTMENT may allow the PERMITTEE ingress and egress whenever such is necessary to effect repairs and maintenance of the FACILITY and when no other access is available. If the DEPARTMENT determines such access is in conflict with the use of the controlled access highway, the FACILITY will be relocated.

F. The State of Alaska and the DEPARTMENT for the purpose of this Utility Permit, hereby disclaim any representation or implication to the PERMITTEE that the DEPARTMENT has any title in any property other than the interest conveyed to the DEPARTMENT for specific purposes as described by the instrument conveying the land to the DEPARTMENT.

G. The PERMITTEE by these presents accepts notice and agrees that any expenses or damages incurred by the PERMITTEE through the abandonment, removal, reconstruction or alteration of any public facility, or incurred by said PERMITTEE as a result of this disclaimer shall be borne by said PERMITTEE at no expense whatsoever to the DEPARTMENT or the State of Alaska.

H. The waiver or breach of any of the terms or conditions of this Utility Permit or provisions of the Administrative Code, by the DEPARTMENT shall be limited to the act or acts constituting such breach, and shall never be construed as being continuing or a permanent waiver of any such term or condition, unless expressly agreed to in writing by the parties hereto, all of which shall remain in full force and affect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

I. Only the Commissioner of the DEPARTMENT or his delegate shall have the authority to waive any term or condition herein contained.

J. The PERMITTEE shall not assign or transfer any of the rights authorized by this Utility Permit except upon notification to and approval by the DEPARTMENT.

- K. The PERMITTEE agrees to comply with all regulations concerning present and future use of the public property acquired, or reimbursed by Federal-aid funds.
- L. The PERMITTEE shall give the DEPARTMENT not less than ten (10) days prior written notice, unless otherwise agreed to by the parties hereto, of the PERMITTEE's intention to enter upon the DEPARTMENT's property for the purpose of major maintenance, reconstruction, altering or removal of the FACILITY, provided, however, that normal routine maintenance is excepted from this provision, and provided further, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, or to mitigate damage to private or public property, no prior notification to the DEPARTMENT will be required. The PERMITTEE shall notify the DEPARTMENT and the Alaska State Troopers, of the location of the emergency and extent of work required by the most expeditious means of communication as soon as reasonably possible to do so, and the PERMITTEE shall take such measures as are required to protect the health and safety of the traveling public or public facility users for the duration of such emergency operations.
- M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's FACILITIES on DEPARTMENT rights-of-way or other permitted locations. (17 AAC 15.061)
- N. The PERMITTEE is subject to all previous easements and Utility Permits and any damage to any other utility will be the PERMITTEE's responsibility.
- O. The PERMITTEE agrees to be responsible for the compliance with all applicable Federal, State, and local laws, regulations, codes and ordinances.
- P. The PERMITTEE agrees to be responsible for obtaining all other appropriate permits or letters of non-objection needed from Federal, State and local agencies, or conflicting lessees, property owners or utilities.
- Q. The PERMITTEE may be required, within thirty (30) days after completion of any improvement placed upon or in the premises herein, deliver to the DEPARTMENT as-built drawings showing the location and construction specifications of said improvement.
- R. This Utility Permit is issued under the provisions of applicable Alaska Statutes and Administrative Code effective as of the date of execution of this instrument by the DEPARTMENT.
- S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the attached:
1. Plans dated 5/7/97, consisting of DRAWINGS;
  2. Specifications consisting of page \_\_\_\_\_ thru page \_\_\_\_\_; and
  3. (Other) \_\_\_\_\_

which, by this reference, are made a part hereof, and in accordance with the applicable codes pertaining to the FACILITY, and not otherwise, unless prior written authorization is obtained from the DEPARTMENT to do so.

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of the work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Regional Utilities Engineer. The costs billed to the PERMITTEE will be the actual DEPARTMENT's costs incurred while performing the inspection and testing.

U. The PERMITTEE agrees by entering on the DEPARTMENT's property to indemnify the DEPARTMENT and its contractors of all costs tangible or intangible that would be the result of any delay in a construction project of the DEPARTMENT caused by work done under this permit.

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referred to in paragraph 'S' above) which is calculated to be 10000 linear feet at \$0.25 per foot to equal \$2,500.00 (but not to exceed \$2500) payable at the time the permit is executed by the DEPARTMENT, unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

**SPECIAL PROVISIONS:**

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A COPY OF THE PERMIT MUST BE AT THE WORK SITE DURING CONSTRUCTION AND INSTALLATION OF THE FACILITY.

SHOULD CULTURAL OR PALEONTOLOGICAL RESOURCES BE DISCOVERED AS A RESULT OF THIS ACTIVITY, WORK WHICH WOULD DISTURB SUCH RESOURCES SHALL BE STOPPED AND THE STATE HISTORIC PRESERVATION OFFICE NOTIFIED IMMEDIATELY.

SHOULD DISCREPANCIES APPEAR BETWEEN THE PERMIT TOGETHER WITH ITS SPECIAL PROVISIONS AND ATTACHED EXHIBITS, THEN THE PERMIT AND SPECIAL PROVISIONS SHALL TAKE PRECEDENCE.

DURING INSTALLATION AND MAINTENANCE, NORMAL TRAFFIC PATTERNS SHALL NOT BE ALTERED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN.

THE PERMITTEE SHALL LEAVE THE ROW IN A CLEAN CONDITION ACCEPTABLE TO THE DEPARTMENT.

CLEARING SHALL BE BY MECHANICAL CHIPPING OR HAND CLEARING AND REMOVAL OF DEBRIS.

NO EQUIPMENT IS TO BE STORED BETWEEN THE ACCESS CONTROL FENCE AND HIGHWAY CENTERLINE.

ACCESS WILL ONLY BE BY EXISTING ROADS OR BY PRIVATE EASEMENT.

THE TOP OF THE LONGITUDINAL FACILITY SHALL BE A MINIMUM OF 3 FEET BELOW THE GROUND SURFACE.

DITCHES WILL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITION AND DRAINAGE PATTERN WILL BE MAINTAINED.



In consideration of the benefits accruing to the PERMITTEE by reasons of the foregoing agreement, this said agreement is hereby accepted by the PERMITTEE, and the said PERMITTEE hereby agrees to comply with all of the terms, provisions, conditions, and stipulations therein contained.

Dated the 12TH day of June, 1997.

THE COMPANY OR PERMITTEE

MFS Network Technologies, Inc.

By Marvin N. Swink Title ROW/Permit Supervisor  
Marvin N. Swink

Attest \_\_\_\_\_ Title \_\_\_\_\_

ACKNOWLEDGEMENT OF COMPANY OR PERMITTEE

STATE OF ALASKA )  
4th JUDICIAL DISTRICT)

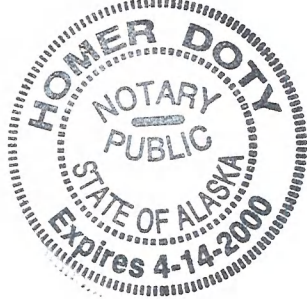
BE IT REMEMBERED that on this 12 day of June 1997, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared Marvin N. Swink and \_\_\_\_\_

both to me personally known and known to me to be the identical individuals named in and who executed the foregoing permit, and acknowledged the said instrument to be the free and voluntary act and deed of the above named company for the uses and purposes therein expressed and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of my Office the day and year first above written.

My Commission Expires:

Homer Doty  
A Notary Public



The State of Alaska, acting by and through its DEPARTMENT of TRANSPORTATION and PUBLIC FACILITIES (DOT&PF) as caused this Utility Permit to be executed on the day and year herein acknowledged below.

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

By [Signature]

Title CHIEF, RIGHT OF WAY

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
ACKNOWLEDGEMENT

STATE OF ALASKA )  
4th JUDICIAL DISTRICT)

BE IT REMEMBERED that on this 9 day of June

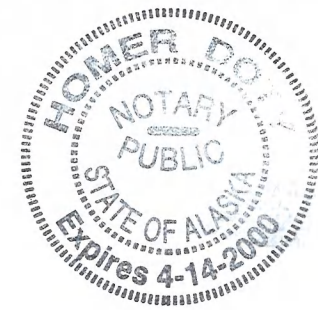
19 97, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared John A. Miller of the DOT&PF known to

me to be the identical person who executed the foregoing Agreement and he acknowledgement to me that he executed the same for and on behalf of the State of Alaska, DOT&PF with full authority so to do, and for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and and affixed the Seal of my Office the day and year above written.

My Commission Expires:

[Signature]  
A Notary Public



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
APPLICATION FOR UTILITY PERMIT

Application is hereby made for permission to place, construct and thereafter maintain a Fiber Optic Telecommunications Cable facility in, on, along or across properties controlled by the Department of Transportation and Public Facilities, as described below.

- I. The Facility is to be located: New Richardson Highway - Milepost 346.25 to Milepost 341.5 (274.58-279.36)
- II. Location and extent of required clearing: None
- III. Joint use with: N/A In accordance with: N/A
- IV. Facility to be constructed in accordance with the following:
  - a. Plans dated 5/7/97, consisting of Drawing No. LK7.06-12 Thru LK7.06-16 (5 sheets)
  - b. Specifications dated \_\_\_\_\_, consisting of \_\_\_\_\_
  - c. In conformance with (Code) \_\_\_\_\_
- V. Work to commence on or about June 1, 1997 and to be completed on or about Sept. 1, 1997
- VI. Traffic control required No (if yes, submit plan with application)
- VII. Permits from underlying fee holders (Federal) have been: obtained \_\_\_\_\_, applied for X N/A \_\_\_\_\_, Check One

The applicant in carrying out any or all of the work herein above mentioned or referred to in this application and in authorized Utility Permit issued therefore, shall strictly conform to the terms of such Utility Permit; Alaska Statutes 02.15.102, 02.15.106, 19.25.010, 19.25.200, 35.10.210 and 35.10.230; regulations as set forth in the 17 AAC 15 and 17 AAC 40 and any revisions thereto, and such policy directives as issued by the Commissioner of the Department of Transportation and Public Facilities.

The applicant shall comply with regulations of all other governmental agencies and the work shall be accomplished in a manner that will not be detrimental to the Department facility and appurtenances nor in any manner endanger the Traveling public or facility users.

APPLICANT: MFS Network Technologies, Inc. ADDRESS: 4300 Boniface Parkway, Suite 203, Anchorage, AK 99504

PHONE: (907) 338-9034 DATE: 5/21/97 BY: Ronald L. Roberts TITLE: Engineering Manager  
Ronald L. Roberts

OVERHEAD FACILITY:

NUMBER OF CONDUCTORS: \_\_\_\_\_ VOLTAGE & PHASE: \_\_\_\_\_  
 CONDUCTOR TYPE & SIZE: \_\_\_\_\_ STRUCTURE TYPE: \_\_\_\_\_  
 LONGITUDINAL FACILITY LENGTH: \_\_\_\_\_ OFFSET FROM HIGHWAY CENTERLINE: \_\_\_\_\_  
 VERTICAL CLEARANCE (min 20'): \_\_\_\_\_ CROSSING ANGLE: \_\_\_\_\_ AND LENGTH: \_\_\_\_\_

UNDERGROUND FACILITY:

NUMBER OF CONDUCTORS: 24 Fibers VOLTAGE & PHASE: N/A  
 CONDUCTOR TYPE & SIZE: Fiber Optic Cable 0.5" OD SIZE & TYPE OF ENCASEMENT: 1 .25" OD Innerduct  
 CROSSING ANGLE: \_\_\_\_\_ LENGTH: \_\_\_\_\_  
 DEPTH BELOW ROAD SURFACE \*: \_\_\_\_\_  
 METHOD OF CROSSING: BORE: X JACK: \_\_\_\_\_ OPEN CUT (unpaved surface only): \_\_\_\_\_  
 LONGITUDINAL FACILITY LENGTH: Approx. 24,060' DEPTH OF BURY (min 36"): 36"  
 OFFSET FROM HIGHWAY CENTERLINE: Approx. 110' 145'

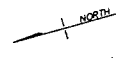
CODES APPLICABLE: \_\_\_\_\_

ADDITIONAL INFORMATION: Located in T2S, R2E, Sec 24, FM and T2S, R3E, Sec 19, 30, 29, 28, 33 & 34, FM

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Crossing must be 48" below road surface, or 36" below ditch bottom, which ever is greater.

REEL #7.6-4  
 24F



SEE PRINT LK7.06-11  
 660+00 MATCH LINE

668+73 TS

24747+21 TS

674+99 PRIVATE DRIVE  
 675+44 GATE/BLOCK

24753+47 PRIVATE DRIVE

678+01 & SILVERLEAF AVE.  
 678+48 TS

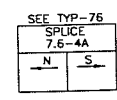
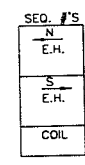
24756+49 SILVERLEAF AVE

683+13 PI LT

685+70 PI RT  
 686+21 PI RT  
 686+51 PI LT

688+01 EQUIPMENT SHELTER

688+19 PI RT  
 690+78 PI LT  
 690+83 END FENCE  
 690+92 UTILITY PEDESTAL



CAUTION!!  
 BURIED FOC CROSSES  
 OVER BURIED PIPELINE.  
 REFERENCE: TYP-18

NOTE:  
 SEE DRAWING NO. LK7.06-12A

WARNING:  
 BURIED UTILITIES IN THIS  
 AREA. CALL FOR LOCATION.

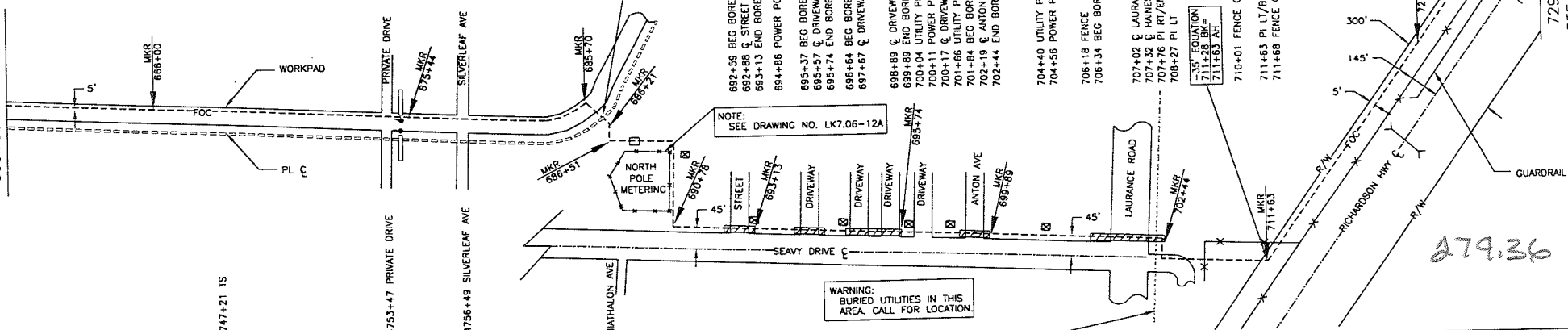
NOTE:  
 HAINES POL PIPELINE WILL BE  
 POTHOLED TO VERIFY DEPTH  
 BEFORE BORING.

NOTE:  
 BRUSH REMOVAL REQUIRED  
 IN THIS AREA.

718+69 CMP 24", DOC 1"  
 721+16 BEG GUARDRAIL

728+49 CMP 48"

729+00 MATCH LINE  
 SEE PRINT LK7.06-13



APPROVED FOR  
 CONSTRUCTION

1	5-7-97	REVISED FOC ROUTE & ADDED PIPELINE	VR
0	1-29-97	ISSUED FOR CONSTRUCTION	RR
REV	DATE	DESCRIPTION	ENG

TRANS ALASKA FIBER OPTIC CABLE  
 LINK 7-8.06  
 RGV 73 TO PS 8

	DRAFTER:	CHKD BY:	ENGR:	SCALE:	DATE:
	YS	K.M	Ric	N.T.S.	12-27-96
				DRAWING NO.:	
				LK7.06-12	



Post-it® Fax Note

To: Gordon SEVERSON  
Co./Dept. Corp Eng  
Phone #  
Fax # 753 1836

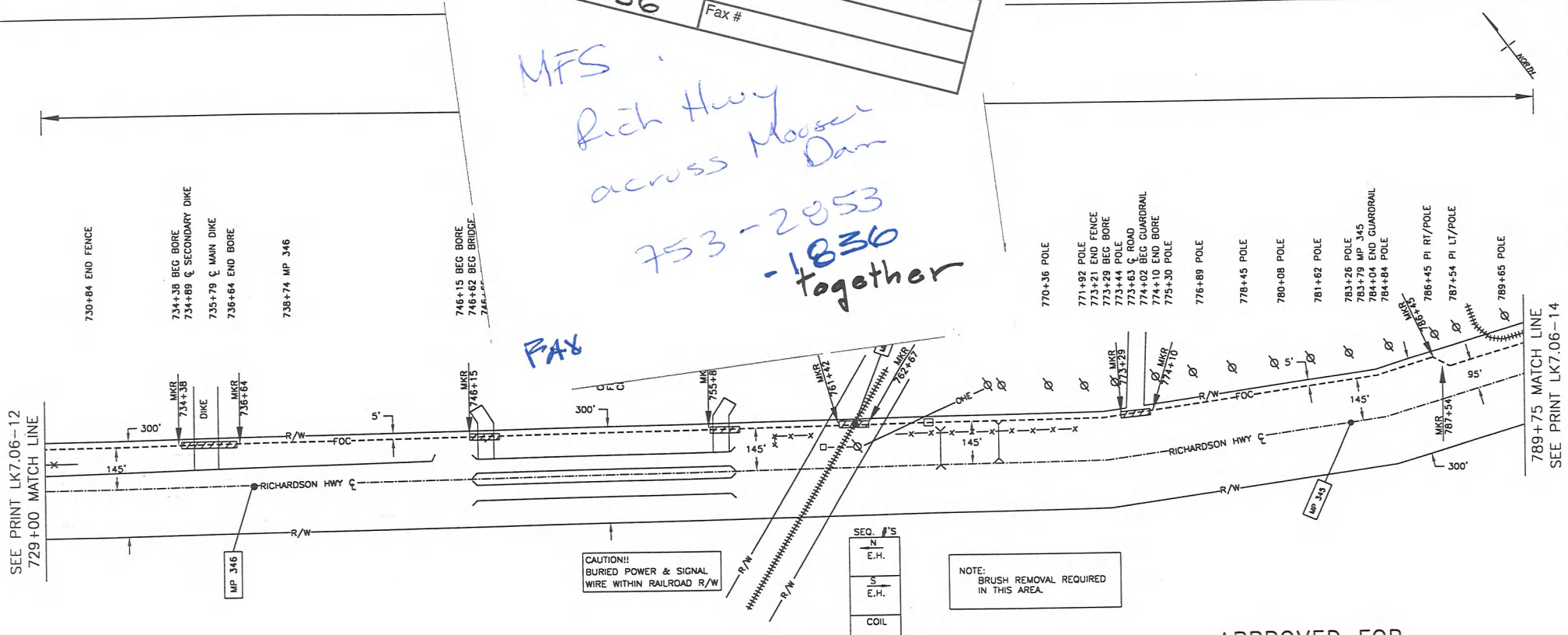
7671

Date

From: HOMER DOTY  
Co. DOT/PR  
Phone #  
Fax #

# of pages 8

MFS  
Rich Hwy  
across Moose Dam  
753-2853  
-1836  
together



SEE PRINT LK7.06-12  
729+00 MATCH LINE

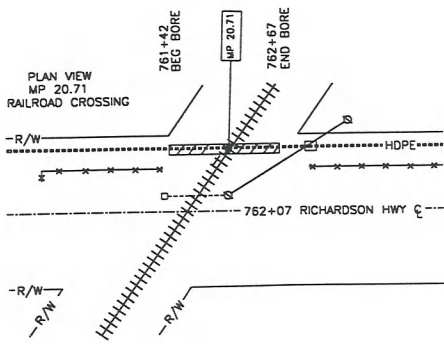
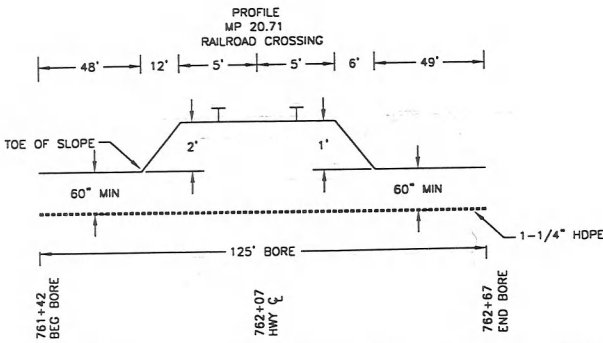
789+75 MATCH LINE  
SEE PRINT LK7.06-14

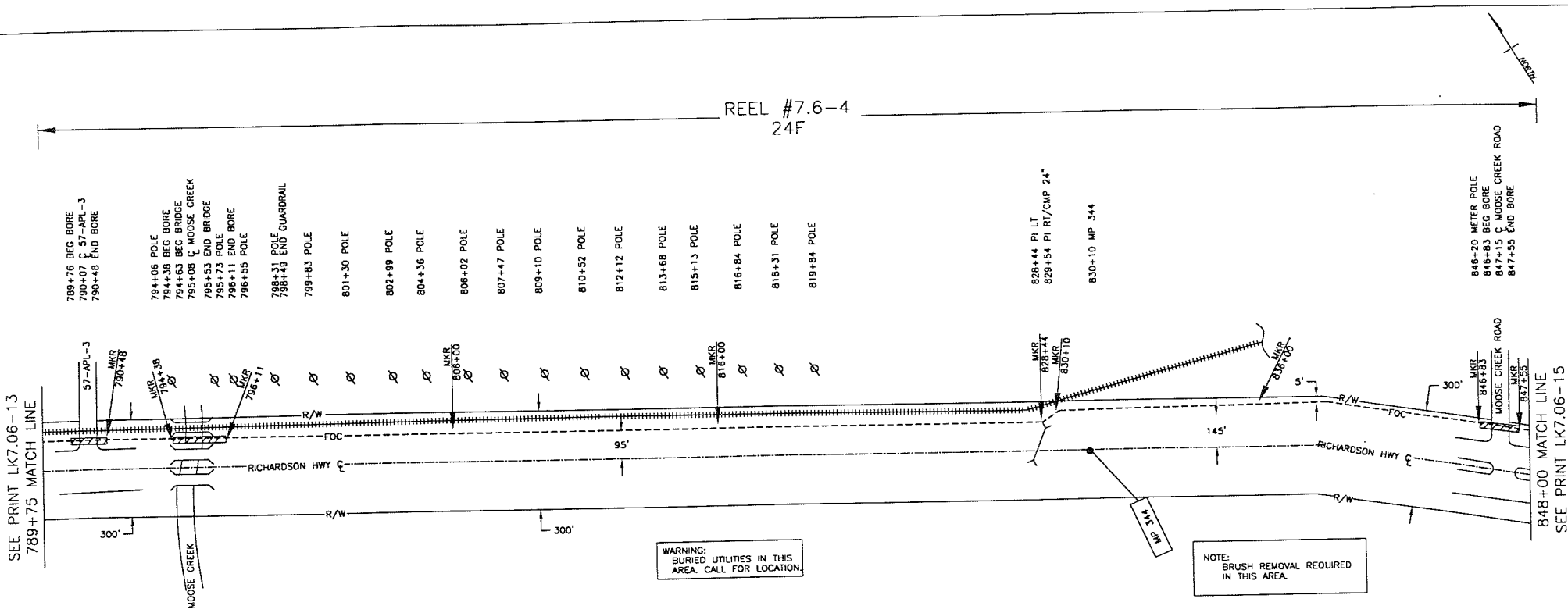
APPROVED FOR  
CONSTRUCTION

REV	DATE	DESCRIPTION	ENG
2	5-7-97	REVISED FOC ROUTE	VR
1	3-6-97	REVISED RAILROAD CROSSING	RR
0	1-29-97	ISSUED FOR CONSTRUCTION	RR

TRANS ALASKA FIBER OPTIC CABLE  
LINK 7-8.06  
RGV 73 TO PS 8

	DRAFTER: YS	CHKD BY: RJA	ENGR: RLR	SCALE: N.T.S.	DATE: 12-27-96
	DRAWING NO.:			LK7.06-13	





SEE AMEND #1

APPROVED FOR CONSTRUCTION

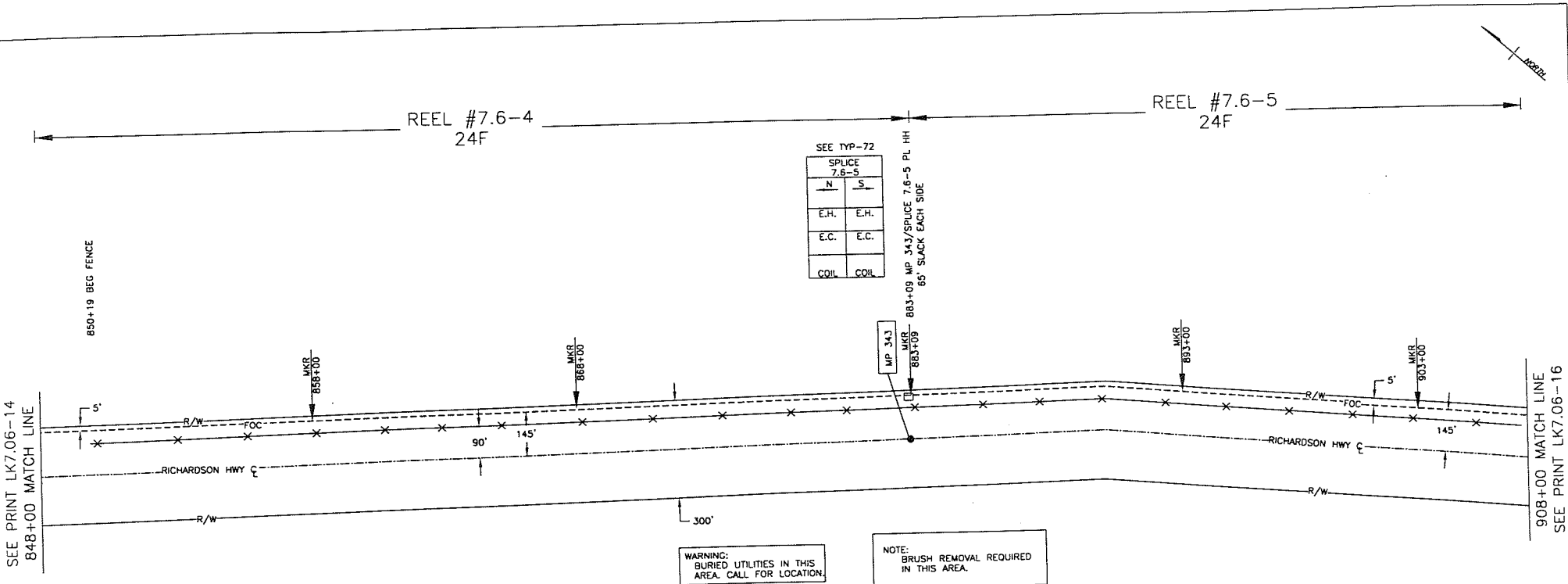
REV	DATE	DESCRIPTION	ENG
2	5-7-97	REVISED FOC ROUTE	VR
1	3-6-97	REVISED LINK STATIONING	RR
0	1-29-97	ISSUED FOR CONSTRUCTION	RR
			ENG

TRANS ALASKA FIBER OPTIC CABLE  
 LINK 7-8.06  
 RGV 73 TO PS 8

DRAFTER: YS  
 CHKD BY: RJA  
 ENGR: RLR

SCALE: N.T.S.  
 DATE: 12-27-96

DRAWING NO.: LK7.06-14



APPROVED FOR  
 CONSTRUCTION

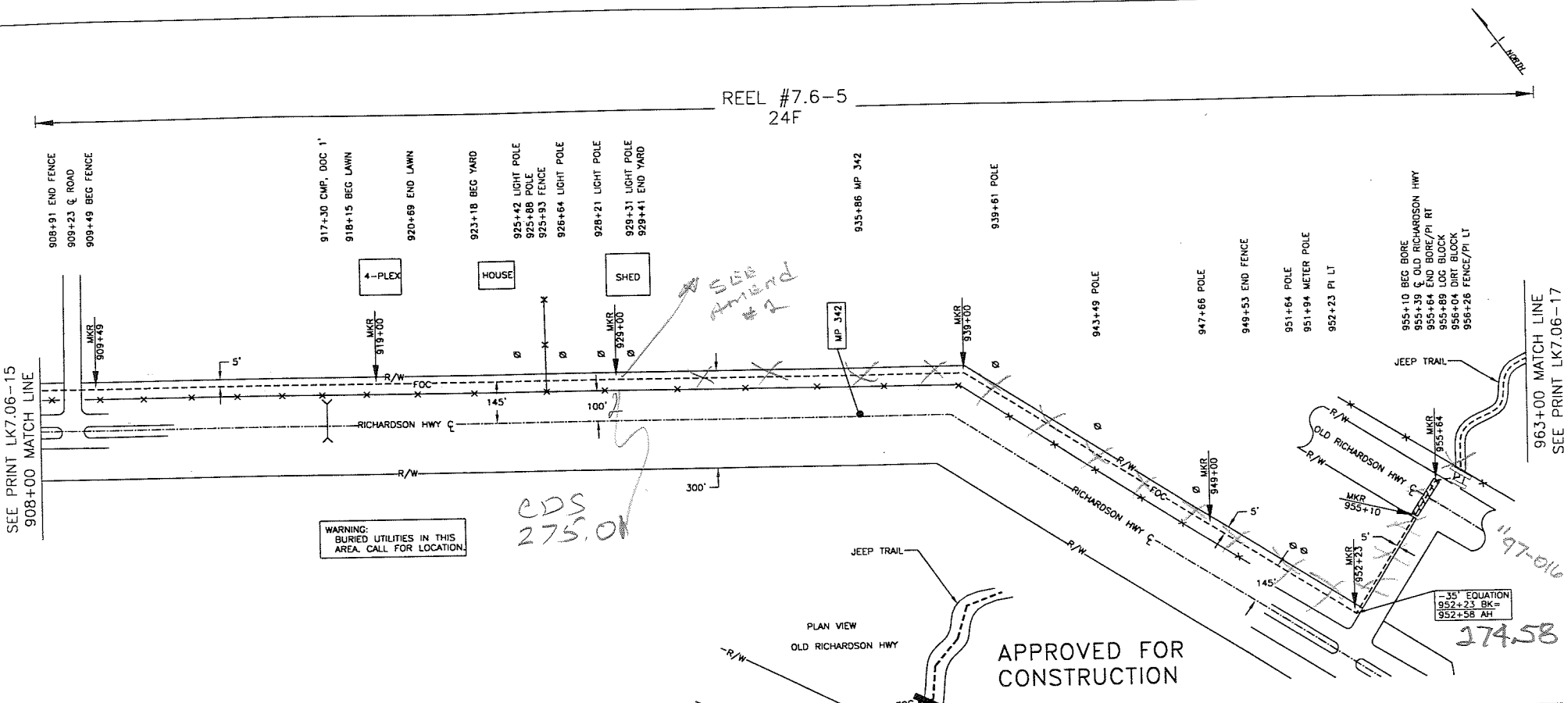
1	5-7-97	REVISED FOC ROUTE	VR
0	1-29-97	ISSUED FOR CONSTRUCTION	RR
REV	DATE	DESCRIPTION	ENG
TRANS ALASKA FIBER OPTIC CABLE LINK 7-8.06 RGV 73 TO PS 8			
DRAFTER: YS		CHKD. BY: [Signature]	ENGR: [Signature]
SCALE: N.T.S.		DATE: 12-27-96	
DRAWING NO.: LK7.06-15			



REEL #7.6-5  
 24F

SEE PRINT LK7.06-15  
 908+00 MATCH LINE

963+00 MATCH LINE  
 SEE PRINT LK7.06-17



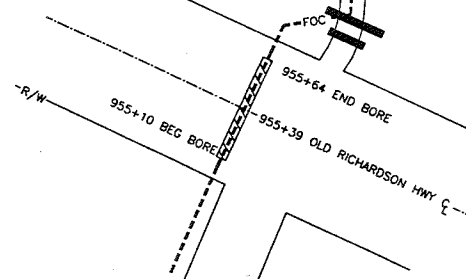
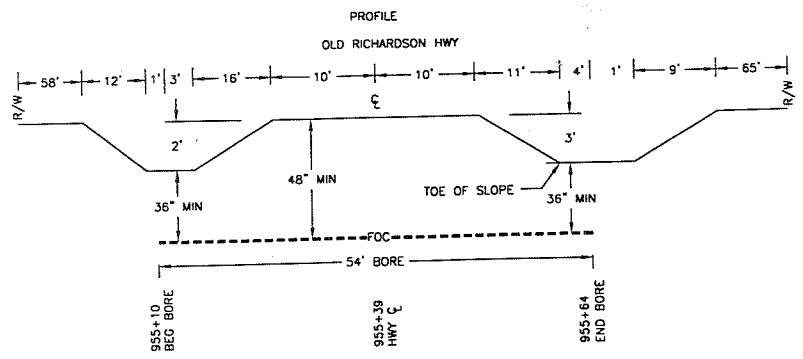
WARNING:  
 BURIED UTILITIES IN THIS  
 AREA. CALL FOR LOCATION.

CDS  
 275.01

SEE  
 AMEND #2

374.58  
 -35' EQUATION  
 952+23 BK=  
 952+58 AH

APPROVED FOR  
 CONSTRUCTION



SEE AMEND #2

REV	DATE	DESCRIPTION	ENG
1	5-7-97	REVISED FOC ROUTE	VR
0	1-29-97	ISSUED FOR CONSTRUCTION	RR

TRANS ALASKA FIBER OPTIC CABLE  
 LINK 7-8.06  
 RGV 73 TO PS 8

DRAFTER: YS	CHKD BY: RJA	ENGR: Rik	SCALE: N.T.S.	DATE: 12-27-96
DRAWING NO.: LK7.06-16				

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

UTILITY PERMIT AMENDMENT # 1

APPLICATION

MFS Network Technologies, Inc. requests an amendment to Permit # 2-180000-97-087 as follows: Revised FOC routing and Road Crossings at MP 344.95 and MP 344.0. Revisions shown on drawings LK7.06-13 Rev4 and LK7.06-14 Rev 5.

within the following Department of Transportation & Public Facilities controlled properties within the Richrdson Highway ROW between the Old Richrdson Hwy access Road at Eielson AFB and Laurance Rd.

Marvin N. Smith Permittee signature

Utility Permit 2-180000-97-087; is hereby amended to include the above described facility and all provisions of said Utility Permit are in force during this installation. The following additional special provisions are to be applied to this amendment.

- 1)
2)
3)
4)
5)

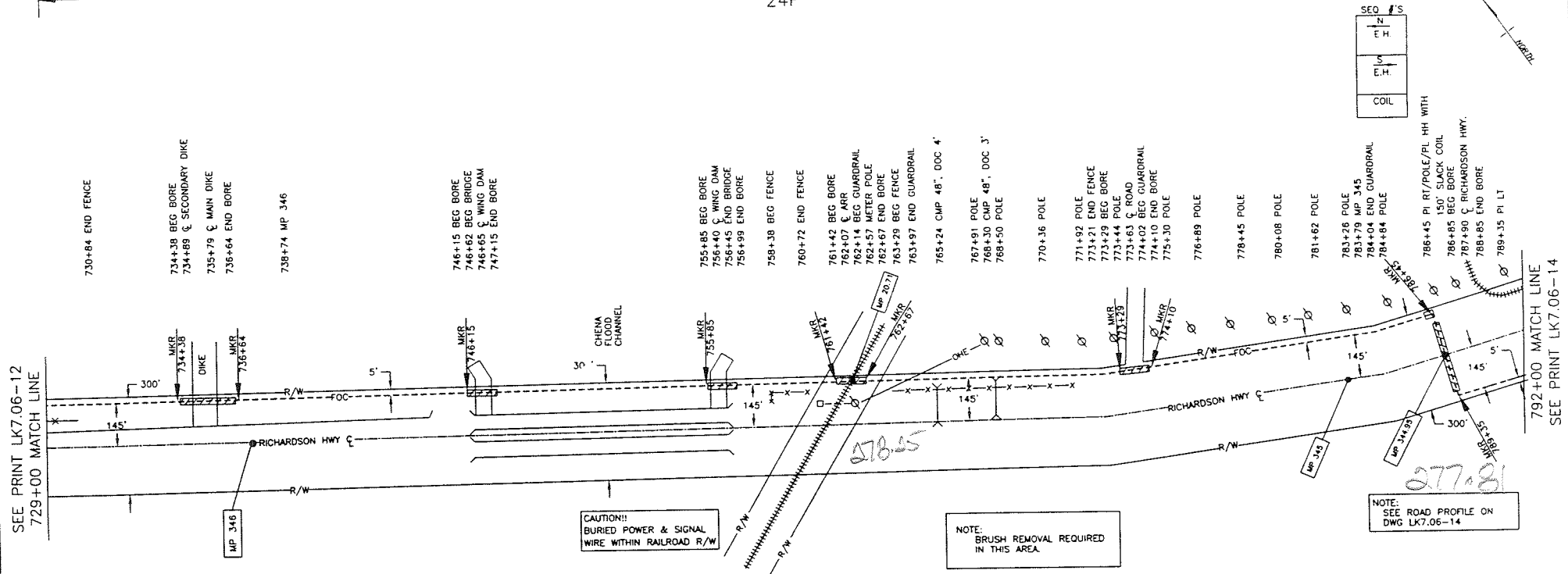
NOTE: If the PERMITTEE or his contractor fails to comply with any of the above provisions or requirements of the DEPARTMENT'S Utility Inspector, this permit amendment will be void.

July 2, 1997 Date

James W. Longwith Permit Officer Signature



REEL #7.6-13  
24F



SEE PRINT LK7.06-12  
729+00 MATCH LINE

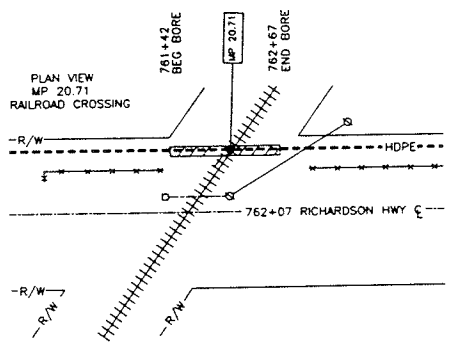
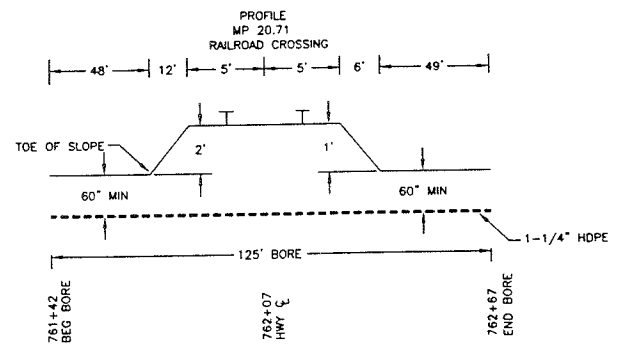
792+00 MATCH LINE  
SEE PRINT LK7.06-14

CAUTION!!  
BURIED POWER & SIGNAL  
WIRE WITHIN RAILROAD R/W

NOTE:  
BRUSH REMOVAL REQUIRED  
IN THIS AREA.

NOTE:  
SEE ROAD PROFILE ON  
DWG LK7.06-14

APPROVED FOR  
CONSTRUCTION

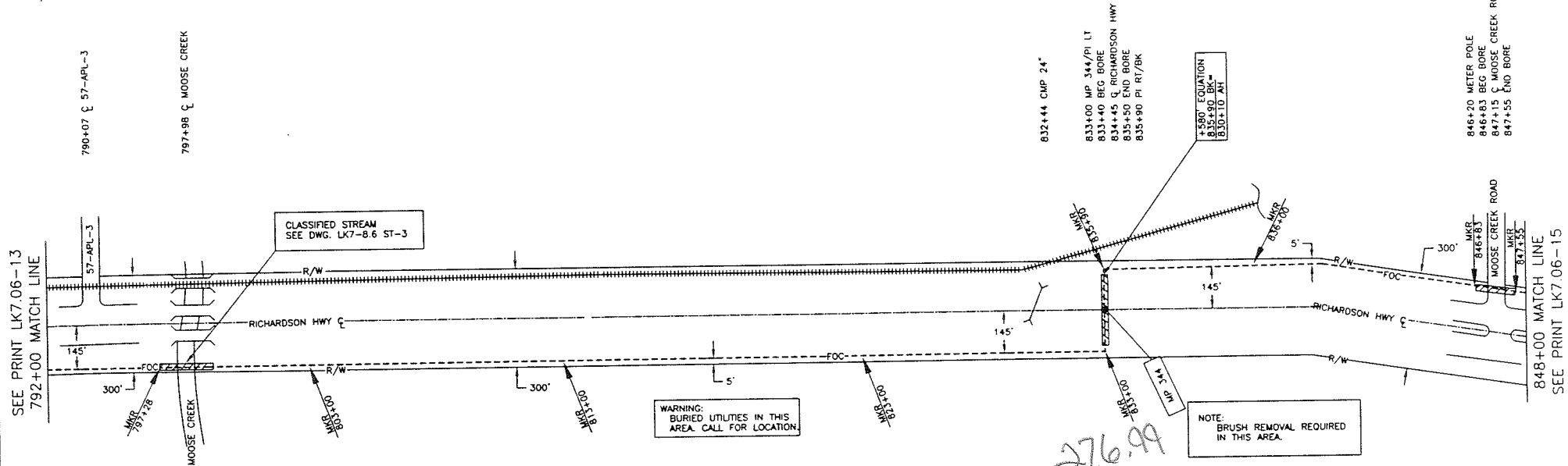


4	6-25-97	REVISED FOC ROUTE	VR
3	5-30-97	CHANGED REEL NUMBER AND MOVED HH	KM
2	5-7-97	REVISED FOC ROUTE	VR
1	3-6-97	REVISED RAILROAD CROSSING	RR
REV	DATE	DESCRIPTION	ENG

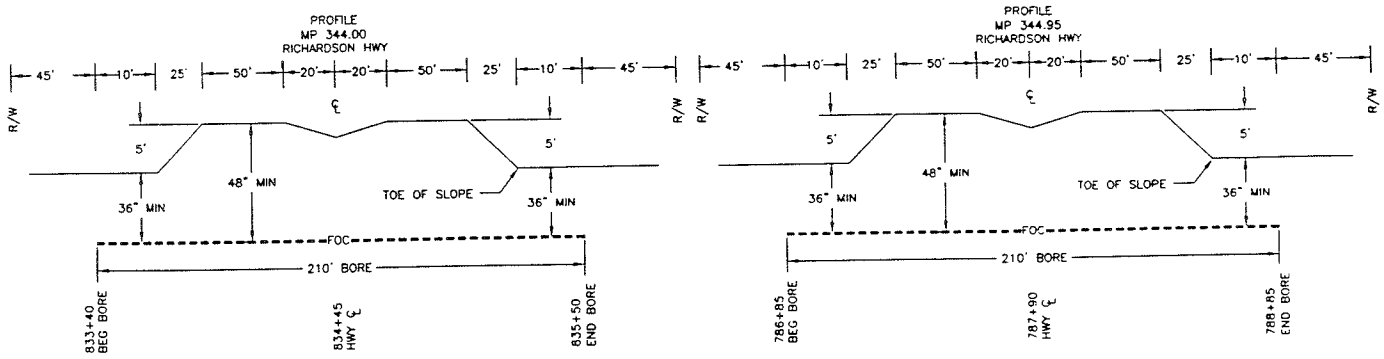
TRANS ALASKA FIBER OPTIC CABLE  
LINK 7-8.06  
RGV 73 TO PS 8

	DRAFTER: YS	CHKD BY: SK	ENGR: RL	SCALE: N.T.S.	DATE: 12-27-96
	DRAWING NO.:			LK7.06-13	

REEL #7.6-13  
24F



APPROVED FOR  
CONSTRUCTION



REV	DATE	DESCRIPTION	ENG
5	6-25-97	REVISED FOC ROUTE	VR
4	6-4-97	CHANGED REEL NUMBER	KM
3	6-3-97	ADDED CLASSIFIED STREAM NOTE	RR
2	5-7-97	REVISED FOC ROUTE	VR
1		DESCRIPTION	ENG

TRANS ALASKA FIBER OPTIC CABLE  
LINK 7-8.06  
RGV 73 TO PS 8

	DRAFTER: YS	CHKD BY: vLR	ENGR: Reid	SCALE: N.T.S.	DATE: 12-27-96
				DRAWING NO.: LK7.06-14	

NR-(5/90)

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

UTILITY PERMIT AMENDMENT #2

APPLICATION

MFS Network Technologies, Inc. requests an amendment to

Permit # 2-180000-97-087 (Amend #2) as follows: The cable will exit the Richardson Hwy ROW at MP 342.13 & follow the section line (33&28)

to Old Richardson Hwy & cross under the Old Richardson Hwy & follow section line (28&27) to the half section line of 27 within the following Department of Transportation & Public Facilities

controlled properties Richardson Hwy located in T2S, R3E, Section 28, 33, 27 Fairbanks Meridian

Mavis D. Smith Permittee signature

Utility Permit 2-180000-97-087 & ARE 4-188100-97-016; is hereby amended to include the above described facility and all provisions of said Utility Permit are in force during this installation. The following additional special provisions are to be applied to this amendment.

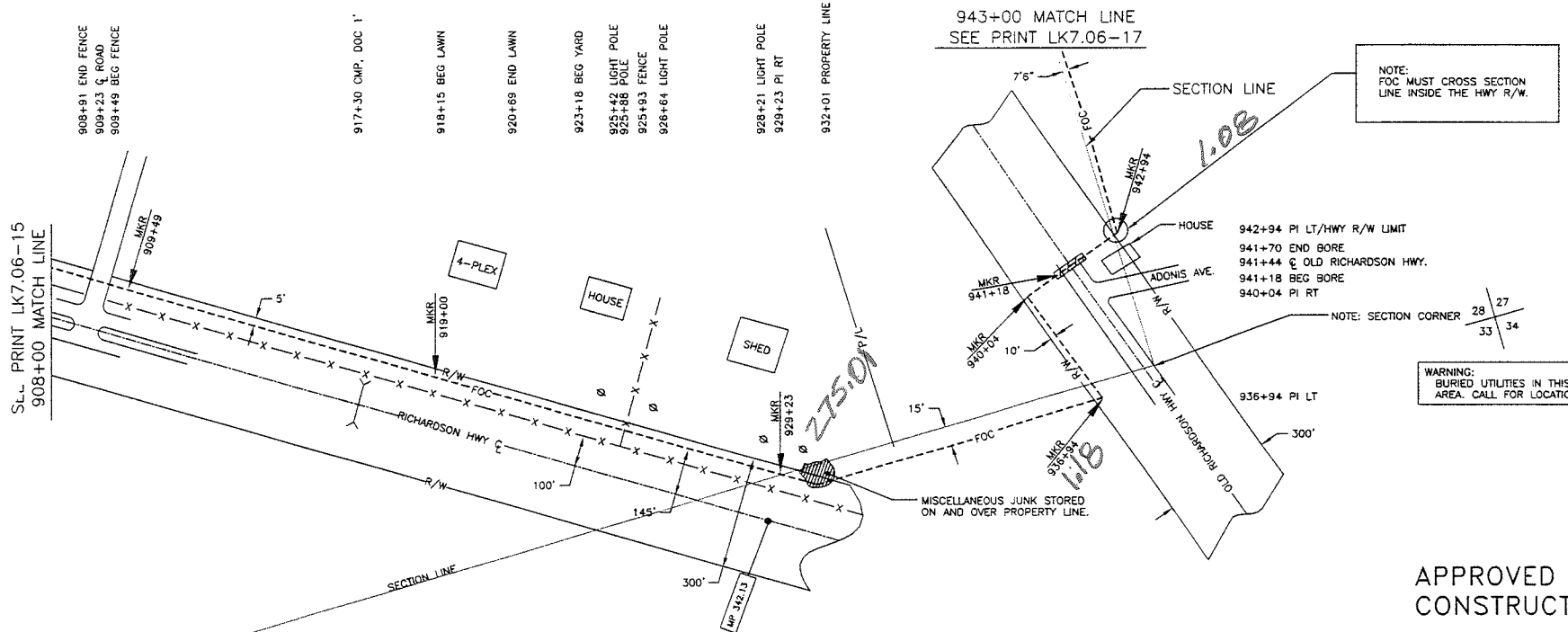
- 1)
2)
3)
4)
5)

NOTE: If the PERMITTEE or his contractor fails to comply with any of the above provisions or requirements of the DEPARTMENT'S Utility Inspector, this permit amendment will be void.

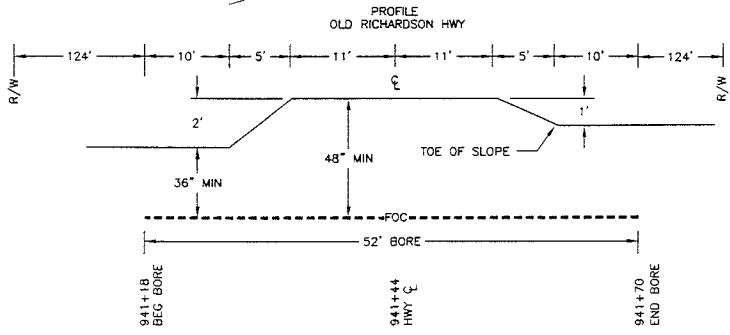
8-7-97 Date

Homer Doty Permit Officer Signature

REEL #7.6-5  
24F



APPROVED FOR  
CONSTRUCTION



REV	DATE	DESCRIPTION	ENG
4	9-2-97	REVISED FOC ROUTE	VR
3	8-19-97	REVISED FOC ROUTE	VR
2	8-4-97	REVISED FOC ROUTE	KM
1	5-7-97	REVISED FOC ROUTE	VR

**TRANS ALASKA FIBER OPTIC CABLE  
LINK 7-8.06  
RGV 73 TO PS 8**

	DRAFTER: YS	CHMD BY: VLR	ENGR: RLC	SCALE: N.T.S.	DATE: 12-27-96
				DRAWING NO.: LK7.06-16	

*AMEND*  
Permit No. 2-180000-97-087  
PAGE 2 OF 2

REEL #7.6-5  
24F

908+91 END FENCE  
909+23 C. ROAD  
909+49 BEG FENCE

917+30 CMP. DOC 1'

918+15 BEG LAWN

920+69 END LAWN

923+18 BEG YARD

925+46 LIGHT POLE  
925+66 LIGHT POLE  
925+93 FENCE  
926+64 LIGHT POLE

928+21 LIGHT POLE  
929+23 PI RT

932+01 PROPERTY LINE

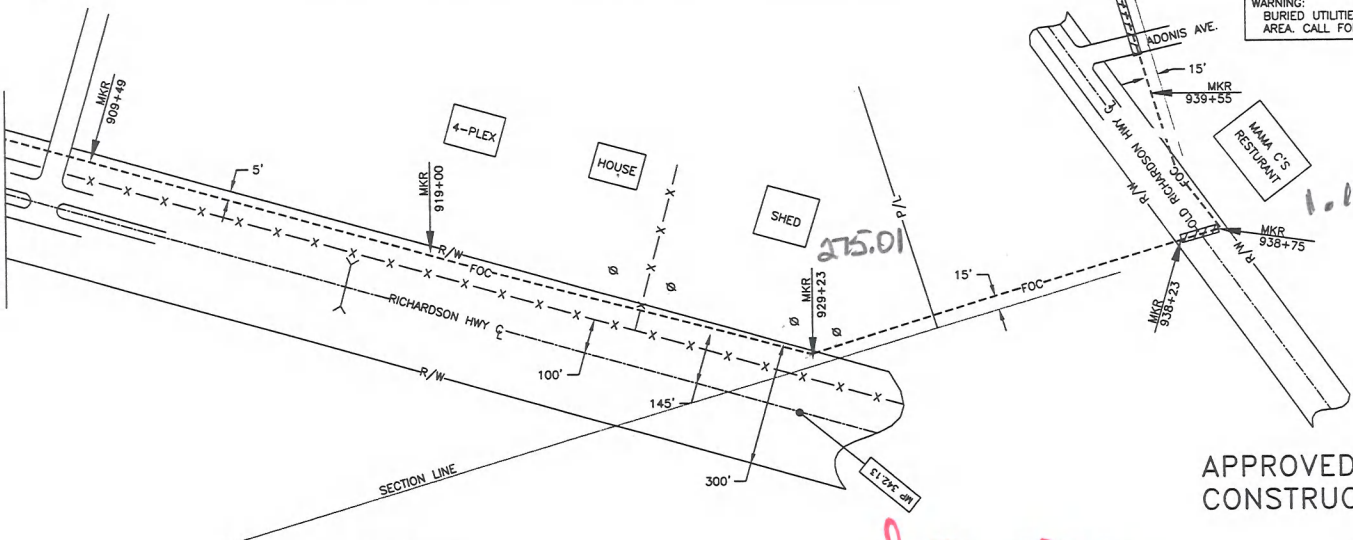
943+00 MATCH LINE  
SEE PRINT LK7.06-17

942+95 END BORE

940+65 BEG BORE

939+55 PI RT

SEE PRINT LK7.06-15  
908+00 MATCH LINE



WARNING:  
BURIED UTILITIES IN THIS  
AREA. CALL FOR LOCATION.

1.18 #2-188100-97-016

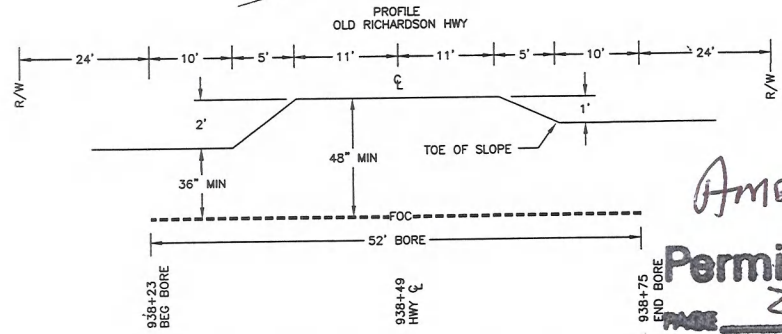
APPROVED FOR  
CONSTRUCTION

*VOID*

*Amend*

Permit No. 2-180000-97-087

PAGE 2 OF 2



REV	DATE	DESCRIPTION	ENG
2	7-30-97	REVISED FOC ROUTE	KM
1	5-7-97	REVISED FOC ROUTE	VR
0	1-29-97	ISSUED FOR CONSTRUCTION	RR

TRANS ALASKA FIBER OPTIC CABLE  
LINK 7-8.06  
RGV 73 TO PS 8

	DRAFTER: YS	CHKD BY:	ENGR:	SCALE: N.T.S.	DATE: 12-27-96
				DRAWING NO.:	LK7.06-16



A12-20

(NR-7/00)

Permit No. 2-180000-97-087

Amendment #3

Page 1 of 7

STATE OF ALASKA  
 DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
 UTILITY PERMIT AMENDMENT  
 APPLICATION

GCI, Inc. requests an amendment to

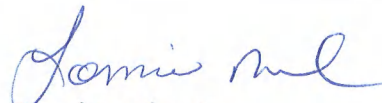
Permit # 2-180000-97-087 as follows: Add 517-ft of 24-count aerial

fiber optic cable crossing the Richardson Hwy at milepoint 274.21 (Alaska Hwy; Richardson Hwy  
milepoint 343.82) near Eielson AFB Main Gate.

within the following Department of Transportation & Public Facilities controlled properties:

Richardson Hwy (180000)

4/10/2012  
Date

  
Permittee signature

Utility Permit #**2-180000-97-087** is hereby amended to include the above described facility and all provisions of said Utility Permit are in force during this installation. The following additional special provisions are to be applied to this amendment.

UTILITY PERMIT SPECIAL PROVISIONS

**THE PERMITTEE PROMISES TO COMPLY WITH THESE SPECIAL PROVISIONS BY SIGNATURE ON THE PERMIT. IT IS THE PERMITTEE'S RESPONSIBILITY TO FAMILIARIZE ITS' EMPLOYEES, AGENTS, AND/OR CONTRACTORS WITH THESE PROVISIONS, AND INSIST ON STRICT COMPLIANCE.**

These Special Provisions refer to the publication "Alaska Department of Transportation and Public Facilities STANDARD SPECIFICATIONS for Highway Construction" which is available for \$25 from:

Alaska Department of Transportation and Public facilities  
Design and Construction Standards  
3132 Channel Drive  
Juneau, Alaska 99801-7879

Or online at: [www.dot.state.ak.us](http://www.dot.state.ak.us), Design and Construction Standards, Standard Specifications, English

**1.0 General and Administrative**

- 1.1 The Permittee shall promptly remove or relocate the new Facility covered by this amendment at no cost to the Department if required to do so within five (5) years from the date of this amendment in accordance with the provisions of AS 02.15.104(c)(4) or (5), AS 19.25.020(c)(4) or (5), AS 35.10.220(c)(4) or (5).
- 1.2 The Permittee shall have a copy of this permit at the work site at all times.
- 1.3 The permit, together with these Special Provisions, shall take precedence over any additional plans, exhibits, attachments, and/or schedules should discrepancies occur.
- 1.4 All contact between the Department and the Permittee's Contractor shall be through a representative of the Permittee. If the Permittee chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the Department. Failure to comply with this provision is grounds for restricting any further work by the Permittee in the Department's right of way.
- 1.5 Any rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the Department. If the utility is sold to another utility or merges with another utility, the new utility shall inform the Department in writing within 30 days after the date of transaction.
- 1.6 Any request for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method, shall be submitted in writing to the Regional Utilities Engineer, **Gail Gardner, 451-5400**.
- 1.7 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the Permittee obtains an extension of time in writing from the Department.
- 1.8 The Permittee agrees to furnish the Department with a set of as built plans **within sixty (60) days** from the completion of the work covered by this Permit
- 1.9 The Permittee agrees to provide design locates, at no cost to the Department, upon request. If a utility locate service is not available, reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of the underground Facility. Where utilities are attached to a bridge, the Permittee will attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility.
- 1.10 The Regional Utilities Engineer may assign an inspector or inspectors in order to insure compliance with the provisions of this utility permit. The inspector has the authority to suspend all work in the event of noncompliance. The Permittee agrees to reimburse the Department for actual costs of inspections during construction of the Facility.
- 1.11 The Permittee agrees to reimburse the Department for actual costs of inspections during



construction of the Facility. Inspection activities will include on-site review of traffic control, highway crossings, and restoration of the right of way. Inspection may also include any testing required to verify conformance to the Department's standards, and responding to questions and/or complaints from the public or agencies. Actual direct and indirect charges shall provide the basis for billings, which include wages, benefits, per diem, travel and vehicle expenses, and lodging.

**2.0 Coordination**

2.1 The Permittee shall notify the Department's Regional Utility Permit Officer ten (10) days prior to beginning work on the Facility:

**Northern Region**  
(907) 451-5407  
(907) 451-5411 (fax)

2.2 The Permittee shall coordinate all work on the Facility with the Department's District Maintenance Superintendent.

2.3 The Permittee agrees to coordinate work in the Facility with other projects, both public and private, that may occur within the project limits covered by this permit. The Permittee agrees not to interfere or hinder the work performed by other contractors.

**3.0 Traffic Control**

3.1 The Permittee shall apply for a Lane Closure Permit (LCP) from the Department a minimum of ten (10) days before beginning construction. The application for LCP shall include a Traffic Control Plan, detailing the traffic control devices required and their placement.

To submit an on-line application:

[www.dot.state.ak.us](http://www.dot.state.ak.us)

To submit an application in person contact:

Northern Region  
(Fairbanks Area)  
(907) 451- 5407  
1-800-475-2464  
(907) 451-5411 (fax)

3.2 The Permittee is fully responsible for the costs of all traffic control, including, but not limited to, permit fees, traffic control plan designs, traffic control devices, flagging operations, detours, and/or pilot car operation.

3.3 The Permittee shall provide traffic control and devices, conforming to the latest addition

of the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and Alaska Traffic Manual Supplement while constructing the Facility, or thereafter performing routine maintenance.

- 3.4 All traffic control devices required by Lane Closure Permit, including signs, barricade, and flagmen, shall be in place prior to beginning work within the right of way.
- 3.5 The Permittee shall remove or cover all temporary traffic control devices as soon as practical when they are no longer needed or when work on the Facility is suspended for short periods of time.
- 3.6 The Permittee's construction and maintenance activities on the Facility shall not affect the normal vehicular or pedestrian traffic, or other normal use patterns, without an approved Lane Closure Permit.
- 3.7 The Permittee shall not park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by Lane Closure Permit.
- 3.8 The Permittee shall not store equipment or materials within **thirty feet (30')** of the edge of travel way when not in use, or when work on the Facility is not in progress.
- 3.10 The Permittee shall maintain two-way traffic at all times.
- 3.11 The Permittee shall provide and maintain safe routes and ADA access for pedestrians and bicyclists through or around traffic control zones at all times.
- 3.12 The Permittee agrees to maintain a proper detour and ADA access for the pathways, and be responsible for all liability caused by the Detour

**4.0 Right of Way Protection, Maintenance and Restoration**

- 4.1 The Permittee shall cleanup within one day behind installation of the facility. The Permittee shall not trench or plow more than can be cleaned up the following day.
- 4.2 The Permittee or their contractor shall immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.
- 4.3 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. If approved, planking or rubber tires shall be utilized between the vehicle tracks and the pavement. The Permittee shall repair damage to the pavement as a result equipment of operation as directed by the Department.
- 4.4 The Permittee is be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a

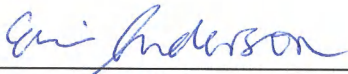
neat and clean condition, satisfactory to the Maintenance Section of the Department of Transportation.

- 4.5 The Permittee shall dispose of trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the Department's right of way. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way and a minimum of 30 feet from the travelled way. Cut trees and brush to a height of not more than 6-inches above the surrounding ground.
- 4.6 Upon completion of the work within the State right-of-way or State property, the Permittee shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition satisfactory to the Department..

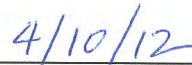
**5.0 Overhead Facilities**

- 5.1 New and relocated aerial facilities shall maintain a minimum vertical clearance of twenty feet (20') in all locations within the right of way. (17 AAC 15.201)
- 5.2 The Permittee shall install guy guards on all down guys installed within the right of way.
- 5.3 The Permittee shall remove all overhead lines abandoned as the result of this permit.
- 5.4 Guy/Anchor attachment shall not be located within clear zone.

**NOTE:** If the PERMITTEE or his contractor fails to comply with any of the above provisions or requirements of the DEPARTMENT'S Utility Inspector, this permit amendment will be void.



Permit Officer Signature



Date



ELECTRICAL OR COMMUNICATION

OVERHEAD FACILITY:

NUMBER OF CONDUCTORS: 1 VOLTAGE & PHASE: NA  
 CONDUCTOR TYPE & SIZE: 24count fiber optic STRUCTURE TYPE: ¼ Strand  
 LONGITUDINAL FACILITY LENGTH: \_\_\_\_\_ OFFSET FROM HIGHWAY CENTERLINE Attached to existing GVEA pole  
 VERTICAL CLEARANCE (min 20') 31' CROSSING ANGLE: 90 AND LENGTH: 517'

UNDERGROUND FACILITY:

NUMBER OF CONDUCTORS: \_\_\_\_\_ VOLTAGE & PHASE: \_\_\_\_\_  
 CONDUCTOR TYPE & SIZE: \_\_\_\_\_ SIZE & TYPE OF ENCASEMENT: \_\_\_\_\_  
 CROSSING ANGLE: \_\_\_\_\_ LENGTH: \_\_\_\_\_  
 DEPTH BELOW ROAD SURFACE\*: \_\_\_\_\_  
 METHOD OF CROSSING: BORE: \_\_\_\_\_ JACK: \_\_\_\_\_ OPEN CUT (unpaved surface only): \_\_\_\_\_  
 LONGITUDINAL FACILITY LENGTH: \_\_\_\_\_ DEPTH OF BURY (min 36"): \_\_\_\_\_  
 OFFSET FROM HIGHWAY CENTERLINE: \_\_\_\_\_

CODES APPLICABLE: NESC

ADDITIONAL INFORMATION: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Crossing must be 48" below road surface or 36" below ditch bottom, which ever is greater.

Eielson AFB  
Main Gate

Old Richardson Hwy.

See Permit No. 2-188100-97-016  
Amendment #3 for Old Richardson  
Hwy section.



192



325

New Richardson Hwy.

New Richardson Hwy.



Alaska Hwy (274.21)  
Richardson Hwy (343.82)

216      214      300      313



Dirt Road



389

PWR  
CONT