

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of QWEST
CORPORATION'S Land Development
Agreements (LDA) Tariff Provisions

Docket No. 03-049-62

**STIPULATION BETWEEN QWEST
CORPORATION AND
THE SALT LAKE HOME BUILDERS
ASSOCIATION**

Qwest Corporation ("Qwest") and the The Salt Lake Homebuilders Association ("HBA") hereby stipulate as follows:

1. The HBA is an organization formed to promote and support developers and home builders ("Members") throughout the Salt Lake area. As a support group, the HBA is authorized to actively monitor actions that could affect its Members.

2. The HBA filed a petition to intervene in this docket because the outcome of the docket could affect its Members.

3. As a party, the HBA has received the testimony filed by the parties who have filed testimony in this docket and has met with any interested party that has requested a meeting.

4. Based upon the foregoing, the HBA has no objection to the modification of Section 4.4 of Qwest's Exchange and Network Services Tariff Utah ("Revised LDA") in the manner proposed by Qwest in its Direct Testimony upon the conditions specified in its Direct, Rebuttal and Surrebuttal Testimony. In taking this position, the HBA has relied upon the following assurances by Qwest, most of which are set forth more fully in the Revised LDA or Qwest's testimony:

a. Qwest has created a new position known as the Utah New Development Manager to assist Members in working with Qwest under the Revised LDA. The Utah New Development Manager will work with Members to facilitate placement of telecommunications facilities in their projects in accordance with the timelines and procedures set forth in the Revised LDA.

b. Qwest has shortened intervals in the Revised LDA from those in the current LDA tariff in order to expedite placement of telecommunications facilities.

c. Qwest acknowledges that the Revised LDA will be legally binding on it, that it will be filed with the Public Service Commission of Utah (“Commission”) and that it will be subject to review by the Commission. The HBA understands that effective May 2, 2005, Qwest will no longer have a tariff and that the terms of the Revised LDA will be part of Qwest’s price list. Qwest acknowledges that the price list will be legally binding on Qwest, that it will be filed with the Commission and that it will be subject to Commission review in accordance with Utah Code Ann. § 54-8b-2.3, as amended.

d. If a Member complies with the requirements of the Revised LDA and Qwest is unable to place telecommunications facilities in accordance with the terms of the Revised LDA, Qwest will, at the Member’s option and at Qwest’s expense, place conduit in the open trenches provided by the Member in accordance with the Revised LDA to facilitate Qwest’s later placement of its telecommunications facilities in order to allow the Member to backfill the trench in accordance with the schedule in the Revised LDA. If a Member complies with the requirements of the Revised LDA and Qwest is unable to place telecommunications facilities in accordance with the terms of the Revised LDA or to place conduit in the open trenches provided by the Member in accordance

with the Revised LDA to facilitate Qwest's later placement of its telecommunications facilities in order to allow the Member to backfill the trench in accordance with the schedule in the Revised LDA, the Member may, after notifying the Utah New Development Manager, place conduit conforming to Qwest's specifications in the trench and Qwest will reimburse the Member's reasonable costs of placement of the conduit.

e. A Member will not be charged any amount for placement of telecommunications facilities by Qwest unless the cost exceeds 125 percent of the distribution portion of the average exchange loop investment, established by the Commission from time to time, multiplied by the number of lots in the development as specified in the Revised LDA ("Member Charges"). Qwest anticipates that, with the exception of very large lot sizes or remote developments, Members will rarely, if ever, incur Member Charges. If the Revised LDA is approved and if Members are incurring Member Charges more often than they believe reasonable, Qwest will enter into good faith negotiations with the HBA to increase the level of cost at which Member Charges begin to be charged.

f. If the Revised LDA is approved and if requested by the HBA, Qwest shall meet with representatives of the HBA to review the status of the performance of the parties under the Revised LDA six months following its effective date and annually following the first review. If a review demonstrates that Qwest is failing to meet its obligations under the Revised LDA on more than fifteen percent of lots subject to the Revised LDA during the period under review, Qwest will enter into good faith negotiations with the HBA to modify the Revised LDA or its associated Land Development Agreement or processes in a manner reasonably satisfactory to both parties.

5. The HBA does not intend to participate further in this proceeding. However, the parties to this Stipulation agree that they are bound by it and that they will not assist any person in advocating disapproval of the Revised LDA by the Commission or in advocating a reversal of the Commission decision approving the Revised LDA in an appeal of that decision.

RESPECTFULLY SUBMITTED: March __, 2005.

QWEST CORPORATION

THE SALT LAKE HOME
BUILDERS ASSOCIATION

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **STIPULATION BETWEEN QWEST CORPORATION AND THE SALT LAKE HOME BUILDERS ASSOCIATION** was served upon the following by electronic mail, on March __, 2005:

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