

Qwest Corporation
PRICE LIST

**EXCHANGE AND NETWORK
SERVICES
UTAH**

SECTION 4
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Release 1

Issued: 5-2-2005
(A.L. 2005-T09)

Effective: 5-9-2005

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

A. Description

A Land Development Agreement (LDA) is a written agreement entered into between the Company and the Developer/Builder for the provision of distribution facilities, within new areas of land development consisting of four or more lots, for permanent single family detached dwellings. Provision of distribution facilities in new areas of land development consisting of less than four lots or for housing consisting of other than permanent single family detached dwellings are governed by other provisions of Section 4, Construction Charges and Other Special Charges, of this Price List.

B. Terms and Conditions

1. The LDA will include:
 - a. A description of the subdivision or development.
 - b. Trench and backfill plans and specifications.
 - c. Trench excavation and backfill schedules.
 - d. Rights, responsibilities and liabilities associated with trench and backfill work.
 - e. Provision for any further required notification between the Company and the Developer/Builder.
 - f. If the Developer/Builder provides sufficient information to the Utah New Development Manager of subsequent phases within a development, the LDA will provide for placement of distribution facilities to accommodate additional phases or expansions to the subdivision or development.
 - g. Provisions for resolving claims arising out of the LDA.

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B. Terms and Conditions (Cont'd)

2. The following terms and conditions shall apply to the LDA whether incorporated in the LDA or not:
 - a. The Developer/Builder will not be charged any amount for placement of telecommunications facilities by the Company unless the cost exceeds 125% 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 LDA.
 - b. The Property Owner/Developer/Builder holding title to the property will grant and convey to the Company all necessary non-exclusive easements on a form to be provided by the Company. The easement will provide for the Company to construct, reconstruct, operate, maintain and remove such telecommunications facilities, electrical facilities, gas facilities and appurtenances, from time to time, as the Company may require upon, over, under and across the property.

The width and length of the easement will be determined at the time of the request. In general, all easements will be a standard width of ten feet along the front and rear lot lines and seven feet along all side lot lines unless otherwise agreed upon. The Developer/Builder will pay any reasonable cost associated with the acquisition of easements by the Company.

- c. In order for the Company to meet the needs of the Developer/Builder, the following timelines should be met:
 - (1) The Developer/Builder must cause a recorded, addressed plat in electronic, digitized or written format to be received by Company engineering at least 60 days prior to the earlier of the planned or actual open trench date. In addition, the Developer/Builder shall inform the Company at the time the recorded, addressed plat is received by the Company whether the Developer/Builder wishes the Company to utilize joint trenches for distribution facilities and for service drops.

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B.2.c. (Cont'd)

- (2) The following steps will be taken when the Developer/Builder requests that facilities be placed within a joint trench: at least 35 days prior to the actual open trench date, a copy of the power company prints must be provided to the Company; the Company shall provide a copy of the final work print identifying trench location to the Developer/Builder within 14 days of receiving the power company prints; Developer/Builder must give the Company at least 21 days notice of the actual open trench date.
 - (3) The following steps will be taken when the Developer/Builder requests that facilities be placed in a separate trench: at least 35 days prior to the actual open trench date, the Developer/Builder must notify the Company of the actual open trench date; the Company shall provide a copy of the final work print identifying trench location to the Developer/Builder within 14 days; and Developer/Builder must give the Company at least 21 days notice of the actual open trench date.
 - (4) Developer/Builder must give the Company at least 2 business days notice of the date an open trench will be completed between the pedestal and the living unit so that the Company may provide the buried service wire (service drop) which shall be placed in the open trench by the Developer/Builder.
- d. A failure on the part of the Developer/Builder to meet any of the foregoing deadlines may cause construction to be delayed.
- e. The Developer/Builder will provide trench located within appropriate easements and-subsequent cover, with suitable backfill that will not damage the Company's facilities.
- All costs associated with trench and backfill will be borne by the Developer/Builder. The surface of the easement area must be brought to within six inches of final grade prior to the installation of telecommunication facilities.
- f. In areas where the Company has existing trench and backfill agreements with local power utilities, the Developer/Builder shall be responsible for the Company's portion of the trench and backfill costs.

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B.2. (Cont'd)

- g. If the Developer/Builder complies with the applicable requirements of B.2.c., preceding, and other applicable provisions of this Price List and of the LDA, and the Company is unable to place telecommunications facilities in accordance on the actual open trench date, the Company will, at the Developer/Builder's option and at the Company's expense, place conduit in the open trenches provided by the Developer/Builder in accordance with the foregoing provisions.
 - h. If the Developer/Builder complies with the applicable requirements of B.2.c., preceding, and applicable provisions of this Price List and of the LDA and the Company is unable to place conduit as provided for in section B.2.g. above, the Developer/Builder may, after notifying the Utah New Development Manager, place conduit conforming to the Company's specifications in the trench and the Company shall reimburse the Developer/Builder's reasonable costs of placement of the conduit, including labor and materials. In the event the Developer/Builder contacts the Utah New Development Manager with regard to exercising this option, the Utah New Development Manager shall provide the Developer/Builder with the amount per foot, including labor and materials, that the Company believes is reasonable for the placement of conduit.
 - i. Telecommunications facilities covered by an LDA cannot be used for subsequent developments until they are covered by a new LDA.
 - j. In all cases, the Company retains ownership of the installed telecommunications facilities.
3. The LDA may include other terms and conditions as appropriate, but such terms and conditions shall not be inconsistent with the provisions in B.2.
4. Qwest will provide a "Utah New Development Manager" to assist the Developer/Builder in working with the Company, and facilitating placement of telecommunications facilities in new developments that are subject to this provision.

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B. Terms and Conditions (Cont'd)

5. In situations where the Developer/Builder wants telecommunications facilities placed on shorter intervals than are provided in this Price List, the Developer/Builder will first contact the Utah New Development Manager. Qwest will provide to the Developer/Builder the available options to expedite placement. The Developer/Builder may be required to pay expedite charges.
6. An Option 2 Land Development Agreement entered into pursuant to the Company's Exchange and Network Services Price List prior to the effective date of this Price List, will be honored if placement of telecommunications facilities pursuant to the Agreement is completed prior to July 31, 2005.

C. Engineering and Construction of Facilities

The Company will engineer, design, secure all materials and provide the labor to place and test the facilities within the development. There is no charge to the Developer/Builder as long as the cost of these activities by the Company does not exceed 125% of the distribution portion of the average exchange loop investment. See B.2.a.