

Qwest Corporation

EXCHANGE AND NETWORK
SERVICES TARIFF
UTAH

SECTION 4
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Release 1

Issued: 3/23/2001
(A.L. 2001-09)

Effective: 4/23/2001

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, for permanent single family detached dwellings. ~~The Company offers two Agreement options. Option 1, Company Engineered/Designed; Option 2, Developer Engineered/Designed.~~

Explanation of Changes: The word “detached” is added to be consistent to how the PSC interpreted the tariff in Docket No. 02-049-66. Under this illustrative tariff, there will no longer be two options.

B. Terms and Conditions

1. An LDA is required where Developers/Builders plan to develop four or more lots. Less than four lots will be treated according to the terms set forth under Construction Charges.
2. ~~Regardless of the option selected, the~~The Developer/Builder will provide trench and subsequent cover, with suitable backfill ~~for that will not damage~~ the Companies facilities. In addition, the following steps will be taken: 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 open trench date; If the Developer/Builder wants the Company to place its facilities in a joint trench with a power company, at least 35 days prior to the open trench date, a copy of the power company prints must be provided to the Company; Developer/Builder must give the Company at least 2 business days notice of the completion of the trench or conduit to the living unit. A failure to meet any of these deadlines may cause construction to be delayed; The Developer/Builder must enter into an LDA with the Company. The LDA will include:
 - 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;

- bc.
- e. Provision for any further required notification between the Company and Developer/Builder; ~~such as, 90 days prior to the backbone trench date, and 21 days notice of the completion date of the living unit;~~
 - f. ~~f.~~—Coordination of inspection schedules.
 - h. ~~3. The Developer/Builder must provide to the Company an addressed, recorded plat in electronic, digitized or written format.~~
 - i. To the extent feasible, the Company will utilize joint trenches and co-locate service attachments in order to share with the other utility the service trench to the living unit.

Explanation of Changes: These changes are proposed because the existing tariff leaves questions about the timing unanswered. This explains the steps clearly. The Company wants to be as easy to do business with as possible, while still enforcing important, reasonable time frames. Time frames have been shortened such as the open trench notification from 90 days to 60 days and the time frame for notification of the trenches to the living units from 21 days to 2 days.

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B. (Cont'd)

~~4.3~~ 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 communication facilities.

~~5.4.~~ If the Developer is not the Builder, the Builder or premises owner will be responsible for the provision of the trench for the service drop to the living unit. The Developer/Builder will need to give the Company 2 business days notice of open trench (per 4.4.B.2).

~~6.5.~~ All charges to be borne by the Company will be an amount that does not exceed, or is lesser than, the distribution portion of the average exchange loop investment, times 125%, times the number of lots in the development.

~~7.6.~~ The Property Owner/Developer/Builder holding title to the property will grant and convey to the Company all necessary non-exclusive easements (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 eight feet along the front and rear lot lines and five feet wide along all side lot lines unless otherwise agreed upon. ~~Additional~~ The Property Owner/Developer/Builder will pay any additional cost associated with the cost of acquiring easements ~~will be paid by the Property Owner/Developer/Builder.~~

~~8.7.~~ In all cases, the Company retains ownership of the installed plant.

~~9.8.~~ 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.

~~10.9.~~ Distribution facilities covered by an LDA cannot be used for subsequent developments until they are covered by a new LDA.

~~11.10.~~ The LDA may include other terms and conditions as appropriate.

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4.4 LAND DEVELOPMENT AGREEMENTS (CONT'D)

~~C. Options~~

~~1. Option 1 – Facilities Engineered, Designed, Placed and Spliced by the Company~~C. Engineering and Construction of facilities

~~a. Using standard Company specification, the~~1. _____ 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 does not exceed the distribution portion of the average exchange loop investment. See B.6.

~~2. Option 2 – Facilities Engineered, Designed, Placed and Spliced by the Developer/Builder~~

~~a. Using standard Company specifications, the Developer/Builder will engineer, design, secure all material and provide the labor to place the facilities within the development.~~

~~b. The Developer's/Builder's job prints and material list must be submitted to the Company for approval prior to the construction of the facilities.~~

~~c. The Developer/Builder must give the Company the opportunity to inspect the placement of the facilities and perform conformance testing.~~

~~d. Once work is complete and the Company has inspected the facilities, the Developer/Builder will transfer ownership of all facilities placed to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the facilities.~~

~~e. Once the Company has accepted the facilities, the Company will reimburse the Developer/Builder their costs, as identified in the LDA, not to exceed the distribution portion of the average exchange loop investment. See B.6.~~

2. After the Company has been provided the other utility company's prints, the Company will provide a final work-print to the Developer within 14 days for the location of the required trenches. Thereafter the Company will begin preparation

for construction to meet trench open dates no sooner than 21 days after the Company has provided work prints back to the developer.

Explanation of Changes: These changes are proposed to give the developers a scheduling commitment of how long it will take the Company to design and provide prints and how long it will take from the completion of design to the start of construction.