



201 S. Main Street, Suite 1100
Salt Lake City, Utah 84111
phone 801.328.3131
fax 801.578.6999
www.stoel.com

GREGORY B. MONSON
Direct (801) 578-6946
gbmonson@stoel.com

August 5, 2005

HAND DELIVERED

Public Service Commission of Utah
400 Heber M. Wells Building
160 East 300 South
Salt Lake City, Utah 84111

Sandy Mooy
Hearing Officer
Public Service Commission of Utah
400 Heber M. Wells Building
160 East 300 South
Salt Lake City, Utah 84111

Re: Docket No. 03-049-62, Response of Qwest to Request of Clear Wave for Erratum Order

Dear Commissioners and Sandy:

Qwest Corporation ("Qwest") provides this response to the request of Clear Wave Communications, L.C., East Wind Enterprises, L.L.C., and Prohill, Inc. (collectively, "Clear Wave") for issuance by the Commission of an erratum to its Order on Clear Wave Petition for Temporary Restraining Order and Preliminary Injunction and Qwest Request for Expedited Relief ("Order") to include Ford Canyon 4 in the list of projects which Clear Wave is to be allowed "a reasonable time . . . to complete" (Order at 5) under Option 2. Qwest has reviewed the Order and the status of Ford Canyon 4. Ford Canyon 4 has the same status as several of the other developments listed in the Order which Qwest is to allow Clear Wave a "reasonable time in which to complete . . . beyond the originally anticipated completion date." *Id.* Qwest has already discussed this matter with Clear Wave and has agreed that Clear Wave may complete this project, so long as it is completed within a reasonable time. Furthermore, the parties have discussed the currently proposed times within which the nine Clear Wave projects are scheduled to be completed. Based on those discussions and absent further delays, it does not appear that

Oregon
Washington
California
Utah
Idaho



Public Service Commission of Utah
Sandy Mooy
August 5, 2005
Page 2

the issue of what is a reasonable time will need to be brought before the Commission.

Qwest also wishes to offer a clarification on another matter mentioned in the Order. Qwest always prepared and required that an LDA be signed and returned to Qwest by the developer in Option 2 arrangements before Qwest pays the developer and the developer transfers title to the telecommunications facilities to Qwest. This was not necessarily the case for Option 1 arrangements where no money or property was exchanged.

Please let us know if you have any questions regarding the foregoing.

Sincerely,

Gregory B. Monson
David L. Elmont
Stoel Rives LLP

Attorneys for Qwest Corporation

cc: All Counsel of Record (by email)