



July 20, 2017

Qwest Corporation d/b/a CenturyLink QC

Developer Contact Group (DCG)

700 W Mineral Ave, Room NM P29.34

Littleton, CO 80120

Dear Developer/Builder:

Thank you for the opportunity to serve you. The following information describes the steps and the time intervals to provide the CenturyLink telecommunications facilities within your development.

The first step in our process is the CenturyLink design phase. If there is a joint trench agreement, with another company, CenturyLink cannot begin this project until we receive the final trench diagram from your commercial power or Cable Company. We also need a formal plat from you indicating utility easements with lot footages, and addresses assigned to the lots. The design phase can take up to 30 days to complete once this information is received. Your help in communicating a sense of urgency with the other utility companies can help begin the process more quickly. Please note that you, the developer/builder must confirm the trench date for dry utilities with the Engineer if it falls within the 30 day time frame from returning the signed contract.

The following identifies the work involved, and the amount of time to complete the work:

- The design phase can take up to 30 days to complete once the required information is received.
- Fiber or Cable and other materials are ordered within a 2 to 3 week timeframe.
- Construction placing is in two phases.
 - If there is a joint trench with other utilities the power cable is placed first followed by Centurylink placing conduit structure or cable in open trench.
 - Fiber/Cable placement and telecommunication service pedestals are placed after the power pedestals are set.
- This construction timeframe may vary with the ongoing progress of the development and can take up to 4 weeks to complete.
- Splicing can take up to fourteen days depending on the complexity and size of the Job.

Incorrect addresses are a primary cause of service delays. Therefore, it is very important to furnish the CenturyLink Engineer with the house address for the entire development at the earliest availability. Service expediency and 911 services are the two driving factors for this requirement.

We hope this information is useful in understanding the various stages and time intervals in Centurylink's process providing your telecommunication facilities. CenturyLink is pleased to be involved in your development as a provider and we look forward to serving your customers.

Should you have questions regarding Engineering, Placement of Facilities and Scheduling, please contact:
Larry McDonald at 360-699-3547.



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CenturyLink is pleased to tell you that we are preparing preliminary construction plans to serve your residential housing development at APPLEWOOD ESTATES with the most technologically advanced digital telecommunications capability available. Fiber optic connections will be made to every home (Fiber to the Premises, or “FTTP”), enabling you and your builders to offer homebuyers Internet access bandwidth of as much as 1 Gig. With that speed and capability, the digital world is fully opened for work-at-home, gaming, entertainment and global connectivity. FTTP is the acknowledged gold standard for new developments. FTTP technology and our service greatly enhance the value of property.

In order to proceed, we will require a contract covering the engineering plans, work requirements, construction timelines, and applicable charges. Our construction planning specialists will provide the contract (Provisioning Agreement for Housing Development, or “PAHD”), and work with you to design our FTTP network tailored to meet the needs of APPLEWOOD ESTATES. These personnel are available to answer your questions. Contact name: Larry McDonald, phone: 360-699-3547, email address: LARRY.MCDONALD@CENTURYLINK.COM.

To maximize the value of FTTP to APPLEWOOD ESTATES, it is important for builders to know some basic information regarding the residential inside structural wiring that best takes advantage of all that FTTP has to offer. The wiring standards information being provided will assist Developers and Builders in providing their home-owners with the latest communication technology. In the event a dwelling does not comply with the Minimum Wiring Standards, CenturyLink will not be able to provide the full benefits of a FTTP network. Inadequate structured wiring can limit Internet access speeds and entertainment options on the fiber network CenturyLink will be deploying. In addition, the homeowner may incur additional costs to upgrade the dwelling to the minimum requirements. CenturyLink strongly encourages you to ask builders to follow the FTTP Minimum Wiring Standards.

The essential value of FTTP is the extraordinary broadband capability it provides. In addition to Internet access, voice communication calling can also be provided via the digital connection, as an application on the broadband internet access. CenturyLink’s voice offering to FTTP customers is CenturyLink Digital Home Phone, which offers customers functionality for voice calling much like customers have historically had—with many additional features and enhancements that are possible because of the digital platform. The advantages of Digital Home Phone are addressed in marketing materials CenturyLink will gladly provide to your marketing department and builders.

It important to note that Digital Home Phone service may not work with traditional analog devices/services. Subscribers to Digital Home Phone are provided an analog telephone adaptor (ATA), which allows most analog voice telephone sets to function with Digital Home Phone service. In order to understand fully the capabilities of the architecture, we encourage the Builder/Developer to work with the CenturyLink engineer assigned to their development.



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**PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENT
IN WASHINGTON**

CUSTOMER

Name **APPLEWOOD ESTATES, LLC**

Address **5710 NE 45TH ST, VANCOUVER, WA 98661**

Telephone **3606081648**

Contact Person **BRIAN SOBOTTA**

CENTURYLINK

Developer Contact Group

700 W Mineral Ave, Room NM P29.34

Littleton, CO 80120

PROPERTY

Development Name **APPLEWOOD ESTATES**

Location / Legal Description

Section **18**, Township **2N**, Range **2E**

Meridian **WESTERN**, County **CLARK**

Number of Living Units/Parcels **23**

TARGET DATES / SCHEDULE

Attached or referenced.

CHARGES

\$8,560.00 (see attached or referenced, if any).

PLANS / DRAWINGS / SPECIFICATIONS

Attached or referenced.

Because:

Customer (a developer, builder and/or owner of the Property), on behalf of itself and its assignees and successors,



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desires to have telecommunications Facilities put in place to serve the Property and to have those Facilities put in place while the Property is under development and/or construction;

Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") (a telecommunications facilities and services provider), on behalf of itself and its assignees and successors, desires to place telecommunications Facilities to serve the Property and to do so while the property is under development and/or construction; and,

CenturyLink requires Access to the Property in order to place the Facilities.

Therefore:

Subject to the following terms, conditions and definitions and the above-referenced Target Dates/Schedule, Charges and Plans/Drawings/Specifications, if any, the Parties agree that:

Customer shall provide CenturyLink with Access to the Property and shall be responsible for Access; and

In exchange for such Access and the other consideration set forth in this Agreement, CenturyLink shall place the Facilities for the Property and shall be responsible for the Facilities.

**AGREED & ACCEPTED:
FOR CUSTOMER**

By _____

Printed Name _____

Title _____

Date _____

CenturyLink

By _____

Printed Name _____

Title _____

Date _____

WASHINGTON PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS (PAHD)



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TERMS, CONDITIONS & DEFINITIONS

1. "Access" means all reasonable, necessary and otherwise mutually agreed upon easements, rights of way, other similar such Property rights, rights to be on the property, clearing, excavation, trenching, and grading to within six inches of final grade on the Property to be used for placement of facilities. Such access shall commence while the Property is under development and/or construction.
2. "Facilities" means feeder facilities and distribution facilities including but not limited to the communications cable, wire, standard network interfaces pedestals and terminals necessary to enable end-users to arrange to have communications services to their living unit activated in the future from a standard network interface as well as any necessary structures including but not limited to communications conduit, sleeveings, service drops and pull strings.
3. "Target Dates" shall be the dates the Parties mutually plan for installation of the Facilities on the Property, and shall be compatible with CenturyLink's engineering, material ordering, and construction schedules. In the event a Party will be unable to comply with any Target Date or related schedule and /or standard interval, it shall give the other Party notice in advance, and the Parties shall work and cooperate in good faith to establish mutually agreed upon revised Target Dates, related schedules and or intervals. Neither the statement of Target Dates nor any other provision of this Agreement are intended to mean that time is of the essence for CenturyLink's installation.
4. Address Information: The Builder/Developer will provide to CenturyLink an addressed, recorded plat within thirty days of recording the plat. Addresses will be assigned by the local authority. Builder/Developer agrees to use reasonable efforts to provide this information prior to placement of CenturyLink's Facilities within the development.
5. This Agreement shall not be enforceable against CenturyLink until such time as it is signed by the Builder/Developer and an authorized CenturyLink representative, and CenturyLink has received payment of the Charges identified above.
6. Builder/Developer shall be solely responsible for the following with respect to Access: all reasonable and necessary consents, approvals, applications, filings, permits, licenses, bonds, insurance, inspections, construction, labor, material, equipment, tools, safety compliance, quality/standards compliance and compliance with laws. The Builder/Developer will provide, without expense to CenturyLink, trench and backfill based on the specification provided by the Company for the facilities within the development. Upon request by Builder/Developer, CenturyLink may agree to provide trenching services for such Access as mutually agreed upon by the Parties. The charge for such trenching services shall be in addition to the Facilities' charges and separately itemized in this Agreement. In areas where CenturyLink has trench and backfill agreements with other utilities, the Builder/Developer is responsible for CenturyLink's trench and backfill cost. The Builder/Developer will also provide, as specified by the Company, and without expense to the Company, conduit with adequate pull string for the service drop from the serving pedestal or property line to the dwelling. The Builder/Developer shall pay CenturyLink all Charges identified in this Agreement prior to CenturyLink's commencement of trenching services and or placement of Facilities.



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7. CenturyLink shall be solely responsible for the following with respect to Facilities: all reasonable and necessary consents, approvals, applications, filings, permits, licenses, bonds, insurance, inspections, construction, labor, material, equipment, tools, safety compliance, quality/standards compliance and compliance with laws.
8. Builder/Developer shall provide Access to CenturyLink at no cost or charge to CenturyLink. Builder/Developer shall be solely responsible for all claims and liabilities arising out of or related to Access and shall defend, indemnify and hold harmless CenturyLink from all claims and liabilities arising out of or related to Access, except only to the extent that CenturyLink or its employees /agents / contractors/ subcontractors may damage Access, in which case CenturyLink shall reimburse Builder/Developer for its commercially reasonable costs incurred in repairing or replacing the Access so damaged. The Property Owner/Developer/Builder holding title to the Property will grant and convey to CenturyLink any or all necessary non-exclusive easements (form to be provided by CenturyLink). The easement will provide for CenturyLink to construct, reconstruct, operate, maintain and remove such telecommunications Facilities and appurtenances, from time to time, as CenturyLink may require upon, over, under and across the Property.
9. CenturyLink shall place Facilities as set forth in this Agreement. CenturyLink shall be solely responsible for all claims and liabilities arising out of or related to Facilities and shall defend, indemnify and hold harmless Builder/Developer from all claims and liabilities arising out of or related to Facilities, except only to the extent that Builder/Developer or its employees/agents/contractors/subcontractors may damage Facilities, in which case Builder/Developer shall reimburse CenturyLink for its commercially reasonable costs incurred in repairing or replacing the Facilities so damaged.
10. Facilities shall be owned exclusively by CenturyLink. There is no transfer of ownership, title, right or interest in Facilities from CenturyLink as a result of or through performance under this Agreement. In the event that Builder/Developer requests CenturyLink or CenturyLink is otherwise required by compulsion of law to relocate some or all of the Facilities after they have been initially placed as a result of re-platting, re-zoning, change-of-use by Builder/Developer request, change-of-Builder/Developer-plans/designs, then Builder/Developer, or its assignees or successors, shall upon CenturyLink's election, pay CenturyLink in advance for the commercially reasonable projected costs for such relocation placement and shall otherwise provide CenturyLink, at no charge or cost to CenturyLink, with Access to relocate Facilities.
11. Access and Facilities shall be provided in compliance with the Plans/Drawings/Specifications mutually agreed upon by the Parties. Any exceptions to Plans/Drawings/Specifications must be mutually agreed upon and approved by the Parties prior to implementation of exceptions. If not set forth in written Plans/Drawings/Specifications, the precise location and placement of Access and Facilities, or subparts thereof, shall be upon mutual agreement of the Parties.



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12. Facilities shall be provided by CenturyLink for the charges, if any, as set forth in or attached to this Agreement. The amounts shall be determined accordance with catalogs posted to the Company's website. Any exceptions to the amounts or terms for charges must be approved by the Parties in a mutually signed writing. If CenturyLink encounters unanticipated, material and extraordinary special conditions beyond CenturyLink's reasonable anticipation and control which will materially increase CenturyLink's costs in providing and placing trenching and/or Facilities, then CenturyLink shall notify the Builder/Developer of such in writing and the Parties shall negotiate in good faith in an effort to resolve such excess cost issues. For the purpose of this agreement, construction costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way for placing and removal of distribution and feeder facilities, and all facilities necessary to provide service from the central office to and within the development, including but not limited to channel equipment, feeder, distribution, and drop facilities, and any applicable overhead, as determined by the Company.
13. This Agreement may be assigned by either Party only with prior written consent of the other Party, which shall not unreasonably be withheld. If Builder/Developer is not the Builder of the living units within the property, then Builder/Developer shall take reasonable steps to ensure that each Builder or Owner for the living units within the property is aware of the provisions of this Agreement.
14. The Parties acknowledge and agree that the execution of and performance under this Agreement and the cost allowance and/or payment of charges to CenturyLink hereunder is an allowance and/or charge and is not (a) a deposit for security for individual customer telecommunications services, or (b) a substitute for, or to be applied toward, any activation, connection, special or other cataloged or tariffed charges or regular monthly telecommunications services related charges.
15. Nothing in this Agreement grants CenturyLink exclusive rights to provide telecommunications services or facilities for the Property, nor does this Agreement affect the right of any end user customer within the development to select the end user's telecommunications services provider(s) of choice. The Builder/Developer represents that it has not entered into, nor will enter into within the next 36 months, a preferred marketing arrangement or similar agreement with another telecommunications provider to provide communications facilities and services within the development. Should the Builder/Developer enter into a preferred marketing arrangement or similar agreement with another telecommunications provider to provide communications facilities and services within the development CenturyLink may renegotiate how or if facilities may be placed under mutually agreeable terms and conditions; alternatively, at CenturyLink's reasonable sole option, the Builder/Developer may be held responsible for the cost of the facility build.
16. CenturyLink reserves and Builder/Developer grants CenturyLink the right to place and use excess capacity within the Facilities and Access at no additional charge to CenturyLink, provided such right does not impose any additional costs to Builder/Developer. Any additional costs of such excess capacity facilities, if applicable, shall not be included in the cost allowance calculation or made a part of the charges to the Builder/Developer.



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17. Any notices required to be given to either Party shall be given in writing, either hand delivered or deposited in the United States mail, addressed as set forth in this Agreement. Notices shall be effective when hand delivered or received. Written notice shall be required when either Party changes ownership, address, or contact designations for purposes of this Agreement.
18. A failure of either Party to enforce any provision of this Agreement on any occasion shall not constitute a general waiver of its right to enforce any other provision of this Agreement on any other occasion. If any provision of this Agreement is determined at law to be invalid or unenforceable, then the remaining provisions of this Agreement shall be severed and nevertheless shall survive.
19. This Agreement may be amended only by a written document signed by both Parties. This Agreement, along with its attachments, is an integrated written contract, there are no terms, conditions, representations, promises or undertakings, express or implied, by the Parties related to this Agreement which are not expressly set forth herein and upon which either Party can reasonably claim justifiable detrimental reliance.
20. Neither Party shall be liable to the other for delays or failure in performance, or for loss or damage, due to fire, explosion, power blackout, earthquake, volcanic action, nuclear action, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control. Other than as may be expressly set forth herein or in a mutually signed writing between the Parties expressly providing otherwise, in no event shall a Party or its successors and assigns be liable to the other or to the other's successors and assigns for any form of consequential, incidental, special, indirect, lost profit, lost opportunity, impairment of business, economic loss or punitive damages, whether arising in contract, tort, equity, statute or other legal theory, other than to the extent, if any, that such damage/remedy limitations are unenforceable as a matter of applicable law for the limited exception of personal injury or wrongful death claims, for any claims arising out of or related to access, facilities or this Agreement.
21. This Agreement and the obligations hereunder shall be construed and governed in accordance with the laws of the State of Washington.
22. This Agreement is or may be subject to applicable catalogs posted on the Company's website. In the event that any applicable catalogs, rules or statutes prohibit performance in accordance with the terms of this Agreement, or have the effect of modifying, superseding, or suspending provisions of this Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency this Agreement may become null and void, and the Parties may elect to enter into a new agreement or an amendment of this Agreement to conform to such catalogs, rules or statutes.



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PAHD ATTACHMENT

TARGET DATES/SCHEDULE

Target Dates

DATE

- 1. Preliminary Plat _____
- 2. Final Plat _____
- 3. Joint Trench Detail _____
- 4. Target Trench Detail _____
- 5. Address Information _____
- 6. Target Service Dates
 - a. Construction Trailer _____
 - b. Model Homes _____
 - c. Day 1, Door 1 _____

Approved:

CUSTOMER: _____, Date _____

CenturyLink: _____, Date _____



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PAHD ATTACHMENT

CHARGES

The Charges payable by the Customer to CenturyLink under the Agreement and in conformance with applicable cap allowances and regulatory-agency-approved criteria are:

\$8,560.00

Customer shall pay the amount set forth above, if any, to CenturyLink for the Charges upon Customer's submission of this Agreement to CenturyLink as signed by Customer. The Agreement shall not become binding, valid and enforceable until such time as both Customer and CenturyLink have signed the Agreement and CenturyLink has received payment of the above referenced Charges, if any, from Customer.

Approved

CUSTOMER: _____, Date _____

CENTURYLINK: _____, Date _____