

# COPY

## ASSOCIATION AGREEMENT

This Association Agreement is effective as of the latest date signed below ("Effective Date") and is made by and between Qwest Corporation ("Qwest"), having its principal place of business at 1801 California Street, Denver, Colorado 80202, and the Colorado Association of Home Builders on behalf of itself and its members ("CAHB"), having its principal place of business at 1776 South Jackson Street, Suite 412, Denver, Colorado 80210. For purposes of this Association Agreement, Qwest and the CAHB may each be referred to individually as a "Party" and may be collectively referred to as the "Parties."

### INTRODUCTION

WHEREAS, the CAHB is an association that advocates and promotes the standardization of building practices for its members in the State of Colorado, and CAHB wishes to provide its members standardized options to place Qwest facilities on CAHB member developments;

WHEREAS, Qwest is a leading provider of telecommunications and information services in the State of Colorado, wishes to provide standardized options to place Qwest facilities on CAHB member developments, and wishes to market its services and products to CAHB members;

WHEREAS, Qwest, CAHB and others during 2003 worked extensively to revise Qwest's tariffs and contracts related to the extension of new facilities to residential development, and that, as a result of these efforts, Qwest and CAHB reached agreement on revisions to the Land Development Agreement (LDA) Tariff (**Exhibit A** to this Association Agreement) and the form of the four types of contracts between Qwest and individual homebuilders that effectuated the LDA Tariff and contained essential terms for the extension of new facilities;

WHEREAS, the four types of contracts are Option 1 (a conventional LDA where Qwest engineers/designs and constructs the facilities, **Exhibit B** to this Association Agreement), Option 2 (a reverse LDA where the developer or homebuilder engineers/designs and construct the facilities, **Exhibit C** to this Association Agreement), Option 3A (a high-cost option where Qwest installs feeder, distribution and service wire, **Exhibit D** to this Association Agreement), and Option 3B (an alternative high-cost option where the developer installs distribution and Qwest installs feeder and service wire, **Exhibit E** to this Association Agreement);

WHEREAS, the Colorado Public Utilities Commission initially approved the LDA Tariff, **Exhibit A**, on January 16, 2004, and it was made final by operation of law on February 5, 2004;

WHEREAS, the Parties have used the LDA Tariff, **Exhibit A**, and the LDA contracts, **Exhibits B, C, D and E**, successfully since the LDA Tariff became effective;

WHEREAS, Qwest seeks to deregulate the LDA Tariff as part of a larger deregulation effort and has initiated a major deregulation proceeding which encompasses two dockets: No. 04A-411T and No. 04D-440T (collectively, Deregulation Dockets);

WHEREAS, CAHB has been granted intervention in the Deregulation Dockets but, nevertheless, desires to enter into this Association Agreement instead of pursuing its rights in those dockets;

WHEREAS, CAHB's agreement not to oppose Qwest's deregulation efforts and Qwest's agreement to continue to provide LDA services after deregulation constitute extremely important, good and valuable consideration;

WHEREAS, the Parties desire to enter into a contractual arrangement wherein if the current LDA Tariff is discontinued as a result of Qwest's deregulation efforts, Qwest will continue to offer to all CAHB members line extensions for developments under **Exhibits B, C, D and E**, as guided by the principles in **Exhibit A** (the purpose being to establish, to the extent possible, a contractual scheme as transparent as possible with the current tariff-controlled scheme);

NOW THEREFORE, in consideration of the mutual covenants set forth in this Association Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### **TERMS AND CONDITIONS**

1. **SCOPE.** The Parties agree that this Association Agreement will go into effect in the event the LDA Tariff is discontinued. If the LDA Tariff is discontinued, Qwest shall offer its facilities and services to any CAHB member according to the terms set forth in **Exhibit A** and either **Exhibits B, C, D** or **E**. The CAHB member may select which option shall form the basis of the agreement between the member and Qwest.
2. **TERM.** This Association Agreement will commence on the Effective Date and will remain in full force and effect for a period of seven years ("Term").
3. **SPECIFIC PERFORMANCE.** The Parties agree that the contractual obligations contained herein are unique and their breach cannot be remedied by damages or an action at law. Accordingly, the Parties agree that the Parties can enforce the terms of this Association Agreement (except for the Adjustment provisions of Paragraph 4, the Limitation of Liability provision of Paragraph 5, or the Indemnification provisions of 6, which are subject to arbitration), by an action for specific performance in a court of competent jurisdiction.
4. **ADJUSTMENTS.** There are certain provisions of **Exhibit A** to the Association Agreement that provide for certain fees, charges or payments including the Per Lot Cap, the trench reimbursement, the Per Lot Wire Center Caps, and the fees for engineering estimates. The Parties agree that these fees, charges or payments should be adjusted from time to time to reflect changed economic circumstances. Any Party that believes an adjustment is called for shall provide notice to the other Party under Paragraph 14 setting forth any proposed adjustment and the rationale for it. The Parties agree to negotiate in good faith to make any necessary adjustment. If the Parties cannot agree, the Party seeking the adjustment can invoke the Dispute Resolution provisions of Paragraph 13. The arbitrator shall have the jurisdiction to adjust any fee, charge or payment based upon a determination that the adjustment is commercially reasonable and is therefore warranted.
5. **LIMITATION OF LIABILITY.** EXCEPT WITH REGARD TO THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, NEITHER PARTY, ITS AFFILIATES, AGENTS, EMPLOYEES OR MEMBERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR

ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THIS ASSOCIATION AGREEMENT, OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THE ASSOCIATION AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

**6. INDEMNIFICATION.** A Party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, members, agents and affiliates from and against any and all third-party claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) that may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (i) a Party's default under any provision in this Association Agreement, or failure in any way to perform any obligation under this Association Agreement; or (ii) any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of a Party, their employees, members, contractors or agents. Notwithstanding the foregoing, the Indemnifying Party will not have any obligation to the Indemnified Party to the extent any such claim is caused by any action or omission of the Indemnified Party or any breach by an Indemnified Party of its obligations under this Association Agreement. The Indemnifying Party's obligation to the Indemnified Party is contingent upon: (a) the Indemnified Party providing the Indemnifying Party prompt written notice of any claim and (b) Indemnified Party providing the Indemnifying Party, at the Indemnified Party's expense, all information and assistance reasonably requested by the Indemnifying Party for the Indemnifying Party to defend or to bring a countersuit in conjunction with such claim.

**7. CHOICE OF LAW.** This Association Agreement shall be governed by the laws of the State of Colorado. Any dispute arising out of or relating to this Association Agreement shall be adjudicated in the State of Colorado. Each party will bear its own costs and attorneys' fees, unless a court determines that a party has litigated in a frivolous, groundless or vexatious manner under C.R.S. §13-17-102, or its successor section.

**8. ASSIGNMENT.** Neither Party will have the right to assign this Association Agreement, or to delegate its rights, duties and obligations hereunder without the prior written consent of the other Party. Provided however, neither party will be required to seek such consent if an assignment is (i) in connection with the sale of all or substantially all of its assets; (ii) to the surviving entity in any merger or consolidation; (iii) to an affiliate; or (iv) to satisfy a regulatory requirement imposed by a governmental body with appropriate authority.

**9. LAWFULNESS.** This Association Agreement and the Parties' actions under this Association Agreement are subject to all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in such rules, laws or regulations mandated by the legally constituted authorities will act as a modification of this Association Agreement to that extent without further notice.

**10. ENTIRE AGREEMENT.** This Association Agreement and any attachments or exhibits constitute one and the same legally binding instrument and the entire agreement between the Parties and it supersedes all prior oral or written agreements between the Parties with respect to the matters provided for herein. No modifications to these terms, including handwritten, are permitted or will be made without a duly executed written amendment between the Parties or, if prior to execution, a revised printed Association Agreement. In the event any handwritten modification is made to the Association Agreement, such modifications will be considered null and void, whether or not acknowledged by the Parties, and the Association Agreement will continue in full force and effect under its original, unaltered terms and conditions.

**11. REPRESENTATION AND WARRANTY.** Each undersigned Party represents and warrants that (a) it is authorized to enter into this Association Agreement; (b) this Association Agreement constitutes the legal, valid and binding obligation of the Parties; and (c) the execution of this Association Agreement and performance of its obligations herein does not, and will not, violate any law or result in any breach of or default under the terms of any contract or agreement by which it is bound.

**12. COUNSEL INVOLVED.** Each Party has been represented by counsel of its own choosing in connection with all attachments and this Association Agreement. Consequently, the Parties hereby waive the application of any rule of law to the effect that ambiguities negotiation, preparation, and drafting of this Association Agreement and contained in the final written form of this Association Agreement or attached **Exhibits B, C, D and E** will be interpreted or construed against the Party who or whose attorney prepared the final draft or any prior draft hereof.

**13. DISPUTE RESOLUTION.** Any arbitrable dispute arising under this Association Agreement that has not been resolved by negotiation will be settled by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 *et seq.* The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the Parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) Days of the receipt of a written demand for arbitration. In the event the Parties cannot reach agreement on the selection of an arbitrator, either Party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other Party. The written demand for arbitration called for by this paragraph will contain sufficient detail regarding the Party's claims to permit the other party to understand the claims and identify witnesses and relevant documents.

The arbitrator may, upon good cause shown, expand the discovery permitted by the JAMS rules and extend any applicable deadlines. The arbitrator may decide a motion for summary disposition of claims or issues, either by agreement of all interested Parties or at the request of one Party, provided other interested Parties have reasonable notice to respond to the request. The arbitrator will not have the authority to determine claims over which a regulatory agency has exclusive jurisdiction. The arbitrator's decision will follow the plain meaning of this Association Agreement, as informed by the principles in **Exhibit A**, and will be final, binding, and enforceable in a court of competent jurisdiction. The arbitrator will issue an award no later than sixty (60) Days after the commencement of the arbitration hearing unless the Parties agree otherwise. Each Party will bear its own costs and attorneys' fees and will share equally in the fees and expenses of the arbitrator. The arbitration proceedings will occur in the Denver, Colorado metropolitan area.

Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorneys fees, incurred by the Party requesting such enforcement will be reimbursed by the non-complying Party to the requesting Party.

The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

**14. EXECUTION OF THIS AGREEMENT.** This Association Agreement may be signed in counterparts, all of which together shall constitute one and the same Association Agreement. Facsimile copies of signed counterparts of this Association Agreement shall be binding upon the signing party. Each party agrees promptly to furnish originally signed counterparts of this Association Agreement to the other parties.

**15. NOTICES.** All notices required hereunder will be in writing and sent by express courier, by facsimile if receipt is confirmed or by registered or certified mail, postage pre-paid to the addresses set forth below:

If to Qwest: Qwest Corporation  
700 W Mineral Ave  
Room CO G1.25  
Littleton, Colorado 80120  
Attn: Rick Durbin, Director, Engineering

*with a copy to:* Qwest Law Department  
Qwest Services Corporation  
1005 17<sup>th</sup> Street, Suite 200  
Denver, Colorado 80202  
Attn: David W. McGann, Esq.  
Fax: (303) 896-6095

If to the CAHB: Colorado Association of Home Builders  
1776 S. Jackson Street, Suite 412  
Denver, Colorado 80210  
Attn: Mr. Bob Leach, President  
Fax: (303) 830-0671

*with a copy to:* Hale Friesen, LLP  
1430 Wynkoop Street, Suite 300  
Denver, Colorado 80202  
Attn: Richard A. Westfall, Esq.  
Fax: (720) 904-6006

or to such other address as a party may specify in a written notice duly given to the other Parties hereto.

In witness whereof, the Parties hereby execute this Association Agreement.

**QWEST CORPORATION**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**COLORADO ASSOCIATION OF HOME BUILDERS**

By: Robert W. Leach  
(Signature)

Robert W. Leach  
\_\_\_\_\_  
(Name Printed)

President  
\_\_\_\_\_  
(Title)

2/17/05 /jdb  
\_\_\_\_\_  
(Date)

In witness whereof, the Parties hereby execute this Association Agreement.

**QWEST CORPORATION**

By: Frank Simanson  
(Signature)

FRANK SIMANSON  
(Name Printed)

Vice Pres Network  
(Title)

2/23/05  
(Date)

**COLORADO ASSOCIATION OF HOME BUILDERS**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
First Revised Sheet 9  
Cancels Original Sheet 9**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

**A. Description**

A Land Development Agreement (LDA) is a written contract 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 dwellings. The LDA may also include the provision of feeder facilities (to reach the development) and service wire depending on the option selected by the Developer/Builder. The Company offers three Agreement options. Option 1, Company Engineered/Designed and Constructed; Option 2, Developer Engineered/Designed and Constructed. Option 3, High Cost Support Reimbursement Option. Option 1 and Option 2 apply to the provision of distribution facilities. Option 3 applies to the provision of feeder (including electronics), distribution and service wire (drop) facilities. (C)

**B. Terms and Conditions**

1. An LDA is required where Developers/Builders plan to develop ten or more lots. Less than ten lots or projects not included under the definition of a Development will be treated according to the other terms set forth under Construction Charges or Other Special Charges, unless the Company and the Developer/Builder mutually agree to an LDA. Cluster homes and attached dwellings will normally be treated under Other Special Charges, as specified in 4.6.E., unless the Company and the Developer/Builder mutually agree to an LDA. (C)
2. Regardless of the option selected, the Developer/Builder will provide trench and backfill for the facilities. Qwest will reimburse the Developer/Builder the lesser of its costs or the Per Lot Cap adjusted for Developer/Builder provided trenching and backfill. In addition, the Developer/Builder must enter into an LDA with the Company. The LDA will include: (C)
  - a. Description of the subdivision or development including but not limited to: master plans, addresses, recorded plats and phasing maps; (C)
  - b. Trench and backfill plans and specifications;
  - c. Trench excavation and backfill schedules;
  - d. Rights, responsibilities and liabilities associated with trench and backfill work;

(M)

(M) Material moved to Sheet 10.

Issued: {	Effective: }
By K. R. Smith, President - Colorado 1005 17th St., Denver, Colorado	
Advice No. ~	Decision No.





**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
First Revised Sheet 10  
Cancels Original Sheet 10**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

B.2. (Cont'd)

- e. Provision for notification between the Company and Developer/Builder; such as, an adequate and reasonable advance notification (number of days) prior to the backbone trench date and the completion date of the first living unit;
  - f. Coordination of inspection and construction schedules.
3. The Developer/Builder must provide to the Company two addressed, recorded plats in 24-inch by 36-inch written format.
  4. Trench and backfill will be provided 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. The Developer, Builder or premises owner will be responsible for the provision of the service lateral trench including a single one-inch conduit, extending from the living unit into the Company's pedestal, with adequate pull string, for future placement of the service drop. Where lot size and service wire drop length is deemed excessive (drop length generally exceeds 300 feet), the Company may, at its discretion, choose to direct bury the service drop in lieu of requiring the developer/builder/premises owner to install this conduit.
  6. Under Option 1, the Per Lot Cap is \$528.40. Under Option 1, there is no charge to the Developer/Builder as long as the Company's cost does not exceed the Per Lot Cap times the number of lots in the development. If the Company's cost exceeds the Per Lot Cap times the number of lots in the development, the Developer/Builder is responsible for the excess cost. If the Company's cost is less than the Per Lot Cap times the number of lots in the development, the Company will reimburse the Developer/Builder for Developer provided trench and backfill. The trench reimbursement is \$79.77 per lot, but the trench reimbursement shall be adjusted so that Company's cost plus the trench reimbursement does not exceed the Per Lot Cap times the number of lots in the development. Reimbursements made under Option 1 will be specified in the LDA contract.

(T)

(C-M)

(C-M)

(T)

(C)

(C)

(M1)

(M2)

- (M) Material moved from Sheet 9.
- (M1) Material moved to Sheet 10.1.
- (M2) Material moved to Sheet 10.6.

Issued: {  By K. R. Smith, President - Colorado 1005 17th St., Denver, Colorado	Effective: }  Decision No.
Advice No. ~	

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 10.1**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

**B. Terms and Conditions (Cont'd)**

- 7. Under Option 2, reimbursements to the Developer/Builder will be the lesser of: 1) the Company's cost for that project plus a trench and backfill allowance of \$79.77 per lot; or 2) the Per Lot Cap of \$528.40 times the number of lots in the development. Reimbursements made under Option 2 will be specified in the LDA contract.
- 8. Under Option 3, the Developer/Builder is responsible for paying the full amount of the construction cost, including trench and backfill, prior to the placement of facilities. Under Option 3, the reimbursement (per working premise) to the Developer/Builder will be the lesser of: 1) The Company's costs (as determined per premise) for that project plus the estimated cost of Developer/Builder provided trench and backfill to serve the development; or 2) the specific wire center cap which is identified in the table below. Reimbursements made under Option 3 will be specified in the LDA contract.

(C)(M)

(C)

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(N)

		<u>PER LOT WIRE CENTER CAP</u>
Air Force Academy	AFACCOMA	\$ 911.00
Aguilar	AGLRCOMA	6,455.00
Alamosa	ALMSCOMA	1,350.00
Allenspark	ALPKCOMA	2,502.00
Arvada	ARVDCOMA	695.00
Aspen	ASPECOMA	765.00
Ault	AULTCOMA	3,693.00
Aurora	AURRCOMA	743.00
Monaghan	AURRCOMB	1,332.00
Avondale	AVDLCOMA	4,144.00
Avon	AVONCOMA	1,130.00
Bailey	BALYCOMA	1,853.00
Brighton	BITNCOMA	924.00
Gunbarrel	BLDRCOGB	581.00
Boulder	BLDRCOMA	690.00
Black Forest	BLFSCOMA	1,638.00
Buena Vista	BNVSCOMA	1,828.00
Broomfield	BRFDCOMA	610.00
Breckenridge	BRRGCOMA	1,093.00

(N)

(M) Material moved from Sheet 10.

Issued: {

Effective: }

By K. R. Smith, President - Colorado  
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 10.2**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

B.8. (Cont'd)

		<u>PER LOT</u> <u>WIRE CENTER CAP</u>
Brush	BRSHCOMA	\$1,911.00
Berthoud	BRTHCOMA	1,317.00
Basalt	BSLTCOMA	1,549.00
Bayfield	BYFDCOMA	2,033.00
Canon City	CACYCOMA	1,033.00
Coal Creek Canyon	CCCNCOMA	1,720.00
Clifton	CFTNCONM	645.00
Calhan	CLHNCOMA	4,153.00
Gatehouse	CLSPCO32	1,104.00
Colorado Springs East	CLSPCOEA	835.00
Colorado Springs Main	CLSPCOMA	681.00
Pikeview	CLSPCOPV	902.00
Stratmoor	CLSPCOSM	692.00
Canon City	CNCYCOMA	1,397.00
Copper Mountain	CPMTCOMA	975.00
Craig	CRAGCOMA	1,743.00
Crested Butte	CRBTCOMA	1,407.00
Cripple Creek	CRCKCOMA	2,936.00
Carbondale	CRDLCOMA	1,713.00
Cortez	CRTZCOMA	1,426.00
Castle Rock	CSRKCONM	1,269.00
DeBeque	DBEQCONC	8,099.00
Deckers	DCKRCOMA	6,476.00
Delta	DELTCOMA	1,215.00
Dillon	DLLNCOMA	983.00
Del Norte	DLNRCOMA	2,875.00
Capitol Hill	DNVRCOCH	419.00
Columbine	DNVRCOCL	538.00
Curtis Park	DNVRCOCV	371.00
Cottonwood	DNVRCOCW	526.00
Dry Creek	DNVRCODC	489.00
Denver East	DNVRCOEA	831.00
Denver Main	DNVRCOMA	366.00
Montebello	DNVRCOMB	613.00
Denver Northeast	DNVRCONE	701.00
Denver North	DNVRCONO	766.00
DIA	DNVRCOOU	588.00

(N)

(N)

Issued: {

Effective: }

By K. R. Smith, President - Colorado  
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 10.3**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

B.8. (Cont'd)

		<u>PER LOT WIRE CENTER CAP</u>
Denver Southeast	DNVRCOSE	\$ 815.00
Smoky Hill	DNVRCOSH	738.00
Sullivan	DNVRCOSL	852.00
Denver South	DNVRCOSO	1,011.00
Denver Southwest	DNVRCOSW	814.00
Denver West	DNVRCOWS	849.00
Durango	DURNCOMA	1,103.00
Eaton	EATNCOMA	1,766.00
Elbert	ELBRCOMA	4,005.00
Elizabeth	ELZBCO01	1,738.00
Aberdeen	ENWDCOAB	456.00
Englewood	ENWDCOMA	797.00
Erie	ERIECOMA	1,596.00
Estes Park	ESPKCOMA	1,007.00
Evergreen	EVRGCOMA	1,095.00
Florence	FLRNCOMA	2,188.00
Fountain	FONTCOMA	845.00
Frederick	FRDRCOMA	1,183.00
Fairplay	FRPLCOMA	4,354.00
Frisco	FRSCCOMA	1,081.00
Fraser	FRSRCOMA	1,423.00
Fruita	FRUTCOMA	1,673.00
Harmony	FTCLCOHM	683.00
Fort Collins	FTCLCOMA	846.00
Fort Lupton	FTLPCOMA	1,088.00
Fort Morgan	FTMRCOMA	1,190.00
Grand Junction	GDJTCOMA	700.00
Grand Lake	GDLKCOMA	1,146.00
Gilcrest	GLCRCOMA	2,704.00
Golden	GLDNCOMA	600.00
Glenwood Springs	GLSPCOMA	919.00
Green Mtn Falls	GMFLCOMA	1,409.00
Gunnison	GNSNCOMA	2,216.00
Parkview	GRELCOJC	643.00
Greeley	GRELCOMA	684.00
Granby	GRNBCOMA	2,201.00
Georgetown	GRTWCOMA	1,574.00

(N)

(N)

Issued: {

Effective: }

By K. R. Smith, President - Colorado  
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 10.4**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

B.8. (Cont'd)

		<u>PER LOT WIRE CENTER CAP</u>
Hudson	HDSNCOMA	\$2,654.00
Hillrose	HLRSCOMA	4,626.00
Hot Sulphur Springs	HSSPCOMA	4,539.00
Hayden	HYDNCOMA	4,102.00
Idaho Springs	IDSPCOMA	1,850.00
Johnstown-Milliken	JHMLCOMA	1,269.00
Julesburg	JLBGCOMA	2,752.00
Kiowa	KIOWCONM	4,676.00
Keenesburg	KNBGCOMA	3,499.00
Kremmling	KRNGCOMA	2,733.00
Leadville	LDVLCOMA	1,066.00
Limon	LIMNCOMA	3,149.00
Lookout Mtn	LKMTCOMA	713.00
Lakewood	LKWDCOMA	502.00
Longmont	LNMTCOMA	558.00
Larkspur	LRKSCONM	1,937.00
Lasalle	LSLLCOMA	2,609.00
Highlands	LTTNCOHL	507.00
Littleton	LTTNCOMA	588.00
Loveland	LVLDCOMA	772.00
Lyons	LYNSCOMA	1,832.00
Mead	MEADCOMA	1,438.00
Meeker	MEKRCOMA	5,317.00
Mancos	MNCSCOMA	4,098.00
Monument	MNMTCOMA	879.00
Manitou Springs	MNSPCOMA	843.00
Minturn	MNTRCOMA	2,600.00
Morrison	MRSNCOMA	1,504.00
Montrose	MTRSCOMA	1,346.00
Monte Vista	MTVSCOMA	1,620.00
Mesa Verde	MVNPCOMA	1,191.00
Nederland	NDLDCOMA	1,875.00
Northglenn	NGLNCOMA	647.00
Niwot	NIWTCOMA	1,006.00
Newcastle	NWCSCOMA	2,758.00

(N)

(N)

Issued: {

Effective: }

By K. R. Smith, President - Colorado  
1005 17th St., Denver, Colorado

Advice No. ~

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**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 10.5**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

B.8. (Cont'd)

		<u>PER LOT</u> <u>WIRE CENTER CAP</u>
Oak Creek	OKCKCOMA	\$3,786.00
Olathe	OLTHCOMA	1,649.00
Ouray	OURYCOMA	1,712.00
Ovid	OVIDCOMA	6,424.00
Parachute	PACHCO01	1,351.00
Palisade	PLSDCOMA	1,215.00
Penrose	PNRSCOMA	1,493.00
Parker	PRKRCOMA	744.00
Platteville	PTVLCOMA	1,501.00
Pueblo West	PUBLCO06	793.00
Pueblo Main	PUBLCOMA	619.00
Sunset	PUBLICOSU	629.00
Peyton	PYTNCOMA	2,737.00
Ridgeway	RDGWCOMA	2,644.00
Rifle	RIFLCOMA	1,552.00
Salida	SALDCOMA	1,432.00
Security	SCRTCOMA	870.00
South Fork	SFRKCOMA	2,367.00
Silt	SILTCOMA	2,615.00
Silverton	SLTNCOMA	1,887.00
Snowmass	SNMSCOMA	955.00
Sterling	STNGCOMA	1,534.00
Steamboat Springs	STSPCOMA	1,112.00
Table Mesa	TEMACOMA	593.00
Telluride	TLRDCOMA	1,415.00
Trinidad	TRNDCOMA	1,766.00
Vail	VAILCOMA	818.00
Vineland	VNLDCOMA	1,457.00
Ward	WARDCOMA	2,223.00
Woodland Park	WDPKCOMA	1,309.00
Wellington	WGTCOMA	2,253.00
Walsenburg	WLBGCOMA	2,262.00
Weldona	WLDACOMA	4,288.00
Westminster	WMNSCOMA	524.00
Windsor	WNDSCOMA	903.00
Yampa	YAMPCOMA	5,887.00

(N)

(N)

Issued: {

Effective: }

By K. R. Smith, President - Colorado  
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 10.6**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

**B. Terms and Conditions (Cont'd)**

- 9. 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, and appurtenances, from time to time, as the Company may require upon, over, under and across the property. (T)(M)
- 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. Easements can also be modified to comply with local conditions, ordinances or restrictions. Additional cost associated with the cost of acquiring easements will be paid by the Property Owner/Developer/Builder. (C)
- 10. In all cases, the Company retains ownership of the installed plant. (T)
- 11. 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. (T)
- 12. Distribution facilities covered by an LDA cannot be used for subsequent developments until they are covered by a new LDA. (T)

(M) Material moved from Sheet 10.

Issued: {  By K. R. Smith, President - Colorado 1005 17th St., Denver, Colorado	Effective: }  Decision No.
Advice No. ~	

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
First Revised Sheet 11  
Cancels Original Sheet 11**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS (Cont'd)**

**C. Options**

The Company offers three Land Development Agreement Options. In order to assist the Developer/Builder in choosing Option 1, Option 2 or Option 3, the Developer/Builder may request Qwest to provide a good faith engineering estimate. Qwest will generally provide the engineering estimate within ten (10) business days. A fee for providing this engineering estimate will be charged to the Developer/Builder. The fee for the engineering estimate will be \$430.00 (for a project less than 100 lots/dwellings) or \$640.00 (for a project greater than or equal to 100 lot/dwellings). If the Developer/Builder chooses Option 1, the fee is applied against the overall cost of the project. If the Developer/Builder chooses Option 2, the fee is deducted from the Developer's reimbursement. If the Developer/Builder chooses Option 3, the fee is either applied against the overall cost of the project (for conventional Option 3) or is deducted from the Developer's reimbursement (for reverse Option 3).

(C)

1. Option 1 – Conventional LDA: Facilities Engineered, Designed, Placed and Spliced by the Company:

a. Using standard Company specification and timeframes, 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 Company's cost does not exceed the Per Lot Cap times the number of lots in the development. See B.6.

(C)

(C)

b. A schedule commitment for all Company facilities (including Feeder) to serve the project will be included in the LDA contract, contingent on the Developer/Builder providing adequate and reasonable advance notification regarding opening of the trench. If the Company misses the trench date after being provided adequate and reasonable advance notification, the Company will be responsible for re-opening, backfilling and compacting the trench at the Company's expense.

(N)

(N)

(M)

(M) Material moved to Sheet 11.1.

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Advice No. ~	



**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 11.1**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

**C. Options (Cont'd)**

- 2. Option 2 – Reverse LDA (RLDA): 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 shall be submitted to the Company for approval. Within ten (10) business days, the Company shall review Developer's/Builder's job prints and material list and notify Developer/Builder of its approval or denial of the job prints and material list. The Developer's/Builder's job prints and material list must be approved by the Company prior to the construction of the facilities.
  - c. The Developer/Builder must provide a written request that the Company inspect the placement of the facilities and perform conformance testing. A Company conformance testing commitment schedule will be included in the RLDA contract, contingent on the Developer/Builder providing adequate and reasonable advance notification concerning completion of work.
  - 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, pursuant to the RLDA contract. See B.7.

(C)(M)  
(C)

(C)

(C)

(C)(M)

(M) Material moved from Sheet 11.

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Advice No. ~	

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 11.2**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

**C. Options (Cont'd)**

- 3. Option 3A – Conventional High Cost Support Reimbursement Option: Facilities Engineered, Designed, Placed and Spliced by the Company:
  - a. Under Option 3A, the Company will engineer, design, secure all materials and provide the labor to place, splice and test the distribution/drop facilities within the development and to extend feeder facilities from the closest existing telecommunications facilities of the Company to the development. Under Option 3, the Developer/Builder is responsible for paying the cost of all Company provided loop facilities such as feeder (and electronics), distribution and service wire (drop) prior to the construction of the facilities. The Company will pro-rate the feeder costs consistent with the development's portion of the feeder being installed.
  - b. A schedule commitment for all Company facilities (including Feeder) to serve the project will be included in the LDA contract, contingent on the Developer/Builder providing adequate and reasonable advance notification regarding opening of the trench. If the Company misses the trench date after being provided adequate and reasonable advance notification, the Company will be responsible for re-opening, backfilling and compacting the trench at the Company's expense.
  - c. Once the Company has completed the construction of Company provided facilities within (and to reach) a land development area, the Company will reimburse the Development/Builder per B.8., preceding, for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of construction completion (i.e., ready for service). Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the date of construction completion (i.e., ready for service) for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder. Reimbursements shall be provided to Developer/Builder each quarter following the establishment of permanent telephone service at a premise.

(N)

(N)

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Advice No. ~	

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 11.3**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS**

**C. Options (Cont'd)**

4. Option 3B – Reverse High Cost Support Reimbursement Option: Feeder and Service Wire (Drop) Facilities Engineered, Designed, Placed and Spliced by the Company and Distribution Facilities Engineered, Designed, Placed and Spliced by the Developer/Builder:

a. Under Option 3B, the Company will engineer, design, secure all materials and provide the labor to place, splice and test the service wire (drop) facilities within the development and to extend feeder facilities from the closest existing telecommunications facilities of the Company to the development. Using standard Company specifications, the Developer/Builder will engineer, design, secure all material and provide the labor to place the distribution facilities within the development. Under Option 3B, the Developer/Builder is responsible for paying the cost of all Company provided loop facilities such as feeder (and electronics) and service wire (drop) facilities prior to the construction of the facilities. The Company will pro-rate the feeder costs consistent with the development's portion of the feeder being installed.

b. The Developer's/Builder's job prints and material list shall be submitted to the Company for approval. Within ten (10) business days, the Company shall review Developer's/Builder's job prints and material list and notify Developer/Builder of its approval or denial of the job prints and material list. The Developer's/Builder's job prints and material list must be approved by the Company prior to the construction of the facilities.

c. The Developer/Builder must provide a written request that the Company inspect the placement of the distribution facilities and perform conformance testing. A Company conformance testing commitment schedule will be included in the contract, contingent on the Developer/Builder providing adequate and reasonable advance notification concerning completion of work.

(N)

(N)

Issued: {	Effective: }
By K. R. Smith, President - Colorado 1005 17th St., Denver, Colorado	
Advice No. ~	Decision No.

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
Original Sheet 11.4**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES****4.4 LAND DEVELOPMENT AGREEMENTS**

## C.4. (Cont'd)

- d. Once work is complete and the Company has inspected the distribution 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 distribution facilities.
- e. Once the Company has accepted the distribution facilities provided by the Developer/Builder and completed the construction of Company provided facilities within (and to reach) a land development area, the Company will reimburse the Developer/Builder per B.8., preceding, for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of construction completion (i.e., ready for service). Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the date of construction completion (i.e., ready for service) for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder. Reimbursements shall be provided to Developer/Builder each quarter following the establishment of permanent telephone service at a premise.

(N)

(N)

Issued: {

Effective: }

By K. R. Smith, President - Colorado  
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

CO2003-021

**Qwest Corporation**

**EXCHANGE AND NETWORK  
SERVICES TARIFF  
COLO. P.U.C. No. 20**

**SECTION 4  
First Revised Sheet 12  
Cancels Original Sheet 12**

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

**4.4 LAND DEVELOPMENT AGREEMENTS (Cont'd)**

**D. Definitions**

The following definitions are applicable to Land Development Agreements only.

Average Exchange Loop Investment

The average investment for each loop as calculated by the Company. The Average Exchange Loop Investment includes all investment necessary to provide facilities from the central office to a customer's point of demarcation.

Developer/Builder

The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or legal entity recognized by law and requesting service from the Company in advance of customer demand.

(T)  
(C)  
(C)

Development

Parcel of land divided into ten or more lots for single family residences and having a specific build out schedule. Land which is being subdivided for the sole purpose of improving and preparing the land for sale (and where a build out schedule is not specified) will not usually qualify as a Development.

(C)  
|  
(C)

Distribution Facilities

All Company facilities between the feeder facilities and the pedestal, terminal or like device. This does not include the drop wire.

Drop Wire

The facilities between the pedestal, terminal or like device and the demarcation point located on or near the customer's premises.

Issued: {  By K. R. Smith, President - Colorado 1005 17th St., Denver, Colorado	Effective: }    Decision No.
Advice No. ~	

Sample of Colorado Cymtar / Confidential LSA Contract

Qwest Corporation  
Developer Contact Group  
P.O. Box 1720  
Denver, Colorado 80201

Date Issued

Re: Control Number \_\_\_\_\_

Developer's Company Name  
Developer's Name  
Mailing Address  
City, State and Zip

Dear Developer:

Enclosed are two (2) originals of our Land Development Agreement for your signature. Pursuant to the tariffs that were approved by the Public Utilities Commission on February 4, 2004, the execution of this agreement is necessary prior to placement of Qwest telecommunication facilities in your development known as Subdivision Name.

The date on these agreements should be left blank. This information will be provided upon execution by Qwest Corporation. In paragraph 4.C, please provide the critical scheduling dates.

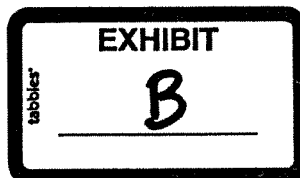
Please sign and return the two (2) original agreements and the non-refundable payment of \_\_\_ DOLLARS AND \_\_\_ CENTS (\$\_\_\_.) within 90 days to Qwest Corporation at the above address. Once the contracts are signed and dated by Qwest Corporation, you will receive an original of the fully executed agreement. If the signed agreements have not been received by Qwest Corporation within 90 days, they will be canceled and new agreements will have to be initiated by contacting the Developer Contact Group.

Should you have any questions regarding this agreement, please contact the Developer Contact Group on 1(800)-526-3557.

Sincerely,

DCG Coordinator's Name  
DCG Coordinator

Enclosures: 2



Sample of Colorado Option 1 Conventional LDA Contract

Control Number: \_\_\_\_\_  
Job Number: \_\_\_\_\_

Agreement For The Engineering,  
Design, Placement And Splicing of Facilities  
By Qwest Corporation

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Qwest Corporation, a Colorado corporation (hereinafter "Qwest") and \_\_\_\_\_ Developer's Name (hereinafter "Developer/Builder").

1. RECITALS

WHEREAS Developer/Builder is undertaking construction of a development known as \_\_\_\_\_ Development Name \_\_\_\_\_ (hereinafter "Development"), projected to contain \_\_\_\_\_ ( ) dwellings occupied within 36 months, which is more fully described as being located in \_\_\_\_\_ exchange, \_\_\_\_\_ County, State of COLORADO; and,

WHEREAS Qwest has been requested by Developer/Builder to provide distribution facilities (hereinafter "Facilities") within its Development prior to the construction of buildings or living units. Facilities will be adequate to serve # of Lots ( \_\_\_\_\_ ) lots in Development.

WHEREAS Qwest is willing and agrees to place Facilities, as more fully described in Exhibit A, attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and with any applicable Tariffs on file with the Colorado Public Utilities Commission;

NOW, AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

2. DEFINITIONS

Access Line: The telecommunications circuit that extends from the customer's termination point in a completed residence to a central office.

Central Office: A switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting access lines.

Distribution Facilities: All telephone plant between the feeder facilities and the customer's termination point.

# Summary of Colorado Option 1 Conventional LDA Contract

**Feeder Facilities:** The telephone plant between the central office and distribution facilities at the Point of Presence (POP).

**Service Lateral:** The wiring, conduit and trench between the serving terminal and the Standard Network Interface (SNI) at the entrance of a residential dwelling where service terminates.

**Day:** as used herein shall refer to business days, unless otherwise specified.

### 3. EASEMENTS

Any easements, rights-of-way or property rights required by Qwest within the Development shall be given to Qwest by Developer/Builder, in writing, in recordable form. Application fees, permit fees or any other governmental charges, special study costs, any costs incurred due to unusual conditions (e.g. rock, swamp, asphalt) and overhead for placing facilities, shall be provided at no charge, with no restrictions or exceptions, prior to the commencement of any construction by Qwest. Developer/Builder shall be responsible for clearing and establishing final grade within six inches throughout the easement area before Qwest is expected to start construction. All survey property stakes will be placed by Developer/Builder to identify the physical location of said easements and rights-of-way within the Development. Developer/Builder shall be required to reimburse Qwest for right-of-way costs pursuant to the Agreement. In the event of re-platting, re-zoning, or change-of-use during the term of this Agreement, Developer/Builder or its permitted assignees or successors shall be responsible for any additional relocation or replacement costs (which costs shall be non-refundable) relating to affected Facilities.

### 4. TRENCHING AND SERVICE LATERALS

A. Developer/Builder shall provide trench for backbone, trench and conduits for service laterals and road crossings, and backfill for the backbone and service laterals, as shown on Exhibit A, in accordance with Qwest standards. Developer/Builder shall not be responsible to furnish conduit from the pedestal to the premises where the length of same exceeds three hundred (300) feet. As specified in Section 7. (Note A.), following, the Developer/Builder is eligible for a trenching and backfill reimbursement.

Developer/Builder shall be responsible, at its sole expense, for obtaining any permits, licenses, bonds or other consents or approvals necessary for Qwest to move, park, and maneuver equipment on the job site, to store tools and materials, to barricade or close streets, alleys or walks, and to use electric power, water and sewers, and to dispose of soil within the Development. All permits, licenses, bonds or other types of approvals shall be in Developer/Builder's name and shall not



# Sample of Colorado Option 1 Conventional LDA Contract

commit Qwest to any obligations not identified under this Agreement.

Developer/Builder shall take necessary safety precautions as required by federal, state and local authorities to protect pedestrian and vehicular traffic in the development, including, but not limited to, maintenance of adequate warning signs, barricades, lights, guard fences, walks and bridges.

B. Developer/Builder shall provide a minimum of two (2) business days notification regarding opening of the trench (See D.1). If Qwest misses the trench date after being provided two business (2) days advance notification, Qwest will be responsible for re-opening, backfilling and compacting the trench at Qwest's expense. If the Developer/Builder does not provide the minimum two business (2) days notice, additional costs for schedule changes or re-opening trench will be the developer's responsibility.

C. Developer/Builder shall coordinate applicable schedules hereunder with Qwest's representative:

xxxx  
303-xxx-xxxx

D. Critical Scheduling Dates: Developer/Builder shall select start and completion dates for Trench excavation and backfill which are compatible with Qwest's engineering, material ordering and construction schedules.

D.1 The Trench Date for purposes of the Agreement is on or about \_\_\_\_\_, \_\_\_\_\_. The first living unit will be completed no sooner than \_\_\_\_\_, \_\_\_\_\_. It is the Developer/Builder's responsibility to promptly notify Qwest of any and all changes to these dates.

D.2 Developer/Builder shall provide Qwest an addressed, recorded plat in electronic, digital or written format on \_\_\_\_\_, \_\_\_\_\_. If Qwest does not receive complete address information the development schedule may be delayed.

D.3 Developer/Builder shall schedule a pre-construction utility coordination meeting.

D.4 Qwest shall complete its distribution and feeder facilities to serve the project on or before thirty (30) days prior to occupancy of the first living unit as described in this agreement, changes will be negotiated as amendments to this agreement.

E. Trench must be maintained by Developer/Builder for a maximum twenty-four (24) hours after notifying Qwest to allow Qwest adequate time to place facilities, without interference from other contractors. Developer/Builder shall provide sufficient backfill to protect Qwest's cable after cable placement. Any changes to the time limits stated herein must be given prior approval by Qwest's authorized representative.

## Sample of Overhead Option 1 Conventional LDA Contract

F. If Developer/Builder has not commenced Trench excavation within ninety (90) days of Start Date, Developer/Builder shall reimburse Qwest for any and all carrying charges, penalty fees, and shipping costs related to the storage, return, and reorder of materials associated with Facilities.

G. Developer/Builder's Trench and backfill operations shall conform to the National Electric Safety Code (NESC) and to Qwest's approved job prints and standards. Qwest shall be afforded the opportunity to inspect all Trench and backfill. All Trenches provided by Developer/Builder shall be within rights-of-way or the dedicated easements of the Development and within six inches of final grade.

H. In the event Developer/Builder damages Qwest's Facilities, Developer/Builder shall bear the full expense of repair or replacement of such damaged Facilities, at Qwest's sole option.

I. Developer/Builder shall restore all improved and unimproved surfaces to their original condition, in accordance with rules and regulations of the governmental authority having jurisdiction in the development, and shall guarantee said restorations against settlement or other defects for a period of one year from the date of final acceptance of the work by Qwest.

J. The parties shall coordinate their construction work.

### 6. INDEMNITY

Developer/Builder shall indemnify and hold harmless Qwest and its agents and employees from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and attorneys fees, including the proper placement of the Trench within the appropriate easement, arising out of or resulting from the performance or non-performance of Developer/Builder pursuant to the Agreement, unless directly caused by negligence of Qwest.

### 7. CHARGES

Qwest will engineer and design, secure all materials, and provide the labor necessary to place, splice, and test Facilities in the Development, using standard Qwest specifications. Qwest will bill Developers/Builder a NON-REFUNDABLE charge of 0 DOLLARS AND 0 CENTS (\$0.00) for such services upon execution of this Agreement. Upon construction completion (i.e., Ready for Service), Qwest will reimburse Developer/Builder 0 DOLLARS AND 0 CENTS (\$0.00) for Developer/Builder provided trench and backfill.

#### Notes:

A. Pursuant to tariff, there is no charge to the Developer/Builder as long as the Company's cost does not exceed the Per Lot Cap (specified in tariff) times the number of lots in the

## Sample of Colorado Cases: 1 Conventional LDA Contract

development. If the Company's cost exceeds the Per Lot Cap times the number of lots in the development, the Developer/Builder is responsible for the excess cost. If the Company's cost is less than the Per Lot Cap times the number of lots in the development, the Company will reimburse the Developer/Builder for Developer provided trench and backfill. The trench reimbursement is \$79.77 per lot, furthermore the trench reimbursement shall be adjusted so that Company's cost plus the trench reimbursement does not exceed the Per Lot Cap times the number of lots in the development.

B. Developer/Builder may request Qwest to provide a good faith engineering estimate. Qwest will generally provide the engineering estimate within ten (10) business days. A fee for providing this engineering estimate will be charged to the Developer/Builder. The fee for the engineering estimate will be \$430.00 (for a project less than 100 lots/dwellings) or \$640.00 (for a project greater than or equal to 100 lots/dwellings). The fee will be applied against the Developer's/Builder's overall cost of the project identified in "7. Charges."

### 8. GENERAL CLAUSES

A. Developer/Builder understands and agrees that the payment made to Qwest hereunder is a charge for the cost of providing distribution facilities in the Development and is not: (1) a deposit for security for individual customers, or (2) applicable to installation charges or regular monthly charges or such service as provided in Qwest's filed tariffs. Developer/Builder shall not represent to any individual that Developer/Builder's deposit satisfies any line extension charge, construction charges which may be payable as required by tariff, or alleviate any customer's responsibility to pay other appropriate charges when required by tariff. Payments made hereunder to Qwest shall not grant Developer/Builder or any subscriber any ownership in Facilities OR RESERVE ANY CENTRAL OFFICE EQUIPMENT OR ANY FEEDER FACILITIES.

B. Qwest reserves the right to construct excess capacity at Qwest's own expense pursuant to this Agreement. The additional costs of such excess capacity are not included in the Facility charge stated above.

C. Qwest will construct excess capacity requested by the Developer/Builder at the Developer/Builder's expense.

D. Any notices required to be given by either party shall be given in writing, hand delivered or deposited in the United States mail, addressed to:

Qwest Corporation  
Developer Contact Group  
PO Box 1720  
Denver, CO 80201  
1-800-526-3557

Developer's Name of Company  
Developer's Name  
Mailing Address  
City, State and Zip

Notices shall be effective when hand delivered or postmarked, whichever is earlier. Either party may change designations pursuant to this paragraph upon written notice to the other

# Sample of Proposed Option 1 Conventional LDA Contract

party.

E. This Agreement may not be assigned by Developer/Builder without the prior written consent of Qwest, which shall not be unreasonably withheld. Assignment requests to Qwest must be accompanied by a non-refundable processing fee of \$50.00 (fifty dollars) per request.

F. A failure of Qwest to enforce any provision of this Agreement on any occasion shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

G. This Agreement shall inure to the benefit of and be binding upon the successors in interest and permitted assignees of the parties hereto. If a developer chooses to sell individual lots built under this agreement, the developer is responsible to communicate applicable standards to the purchaser or builder if applicable.

H. This Agreement may be amended only by a written document signed by both parties.

I. Neither party shall be liable to the other for delays, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, nuclear, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control.

J. This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the state in which Facilities are provided hereunder.

K. This Agreement is subject to the applicable tariffs filed by Qwest with the appropriate agency of the state in which Facilities are provided hereunder. In the event that applicable tariffs are modified, superseded, or suspended prior to performance by Qwest hereunder, then this Agreement shall become null and void, and the parties may elect to enter into a new agreement to conform to such new tariffs.

L. All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

M. Developer/Builder agrees not to enter into an exclusive promotional arrangement with another local provider of telecommunications services for a period of thirty-six (36) months after the execution of this Agreement. Nothing in this Agreement affects the right of any end user customer within the Development to select the end user's telecommunication services provider(s) of choice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year appearing on the first page of this

# Sample of Colorado Option 1 Conventional LDA Contract

Agreement.

Qwest Corporation

By \_\_\_\_\_  
Manager

(DEVELOPER/BUILDER)

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST/WITNESS

\_\_\_\_\_

Sample of Colorado Open Access Reverse LMA Contract

Qwest Corporation  
Developer Contact Group  
P.O. Box 1720  
Denver, Colorado 80201

DATE

Re: Control Number \_\_\_\_\_

Developer's Company Name  
Developer's Name  
Mailing Address  
City, State Zip

Dear Developer:

Enclosed are two (2) originals of our Land Development Agreement for your signature. Pursuant to the tariffs that were approved by the Public Utilities Commission on February 4, 2004, the execution of this agreement is necessary prior to placement of Qwest telecommunication facilities in your development known as Development Name \_\_\_\_\_.

The date on these agreements should be left blank. This information will be provided upon execution by Qwest Corporation. In paragraph 3.D, please indicate the contractor performing the trenching operations. In paragraph 3.E, please provide the date the addressed, recorded plat will be provided to Qwest Corporation.

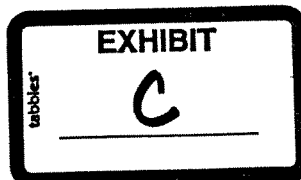
Please sign and return the two (2) original agreements and the non-refundable payment of \_\_\_ DOLLARS AND \_\_\_ CENTS (\$\_.\_\_) within 90 days to Qwest at the above address. Once the contracts are signed and dated by Qwest Corporation, you will receive an original of the fully executed agreement. If the signed agreements have not been received by Qwest within 90 days, they will be canceled and new agreements will have to be initiated by contacting the Developer Contact Group.

Should you have any questions regarding this agreement, please contact the Developer Contact Group on 1(800)-526-3557.

Sincerely,

DCG Coordinator's Name  
DCG Coordinator

Enclosures: 2



# Sample of Colorado Option 2 Reverse RLDA Contract

Control Number: \_\_\_\_\_  
Job Number: \_\_\_\_\_

Agreement For The Engineering,  
Design, Placement And Splicing of Facilities  
By (Developer/Builder)

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Qwest Corporation, a Colorado corporation (hereinafter "Qwest") and \_\_\_\_\_ Developer's Name (hereinafter "Developer/Builder").

## 1. RECITALS

WHEREAS Developer/Builder is undertaking construction of a development known as \_\_\_\_ Development Name \_\_\_\_\_ (hereinafter "Development"), projected to contain # of Lots \_\_\_\_\_ (\_\_\_\_) dwellings occupied within 36 months, which is more fully described as being located in \_\_\_\_\_ exchange, \_\_\_\_\_ County, State of COLORADO; and

WHEREAS Qwest has been requested by Developer/Builder to review job prints and to perform related services for distribution facilities (hereinafter "Facilities") within the Development prior to the construction of buildings or living units. Facilities will be adequate to serve \_\_\_\_\_ # of Lots, and completed prior to occupancy of any living units.

WHEREAS Developer/Builder shall deliver Facilities to Qwest after acceptance of Facilities by Qwest;

NOW, AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

## 2. DEFINITIONS

Access Line: The telecommunications circuit that extends from the customer's termination point in a completed residence to a central office.

Central Office: A switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting access lines.

Distribution Facilities: All telephone plant between the feeder facilities and the customer's termination point.

Feeder Facilities: The telephone plant between the central office and distribution facilities, identified by the Point of Presence (POP).

## Sample of Colorado Option 2 Reverse RLDA Contract

Service Lateral: Includes wiring, conduit and trench/joint trench between the serving terminal and the Standard Network Interface (SNI) at the entrance of a residential dwelling where service terminates.

Delayed (Held) Order: An application for the establishment of basic local exchange service which Qwest is unable to fill by the customer's requested service date

Day: as used herein shall refer to business days, unless otherwise specified.

### 3. JOB PRINTS

A. Developer/Builder shall provide to Qwest's designated representative four reproducible, detailed job prints, material list and total charges for such services, within ten (10) working days after execution of this Agreement. Qwest shall review the prints for required specifications and material list, provide its comments to Developer/Builder's designated representative, and shall notify Developer/Builder within ten (10) working days of its acceptance or denial of the prints, and of the proposed material list.

B. If Developer/Builder's job prints are not of acceptable quality to Qwest, Qwest shall so notify Developer/Builder. Developer/Builder will re-submit prints for review by Qwest and shall provide Qwest seventy-two (72) hours notice for subsequent review of Developer/Builder's change-in-plans (CIP) job prints. After the first such review of re-submitted prints, Developer/Builder shall reimburse Qwest for additional reviews or CIP at Qwest's then current engineering rates.

C. Developer/Builder acknowledges and agrees that any completed job prints provided hereunder are and shall at all times be considered proprietary and the property of Qwest. Developer/Builder shall not furnish copies of Qwest's completed job prints to any third parties without Qwest's prior written consent.

D. For purposes of this Agreement and this paragraph 3.D, Developer/Builder's contractor performing the Trenching operations set forth in paragraph 6 is \_\_\_\_\_, and Developer/Builder's engineering firm which is designing and providing job prints set forth in paragraph 3.A is \_\_\_\_\_. Provision of the job prints to Developer/Builder's contractor and Developer/Builder's engineering firm, as identified in this paragraph, are hereby permitted by Qwest.

### 4. SCHEDULE

After job print approval by Qwest, Developer/Builder and its contractor shall contact Qwest to negotiate a schedule for construction and inspection of Facilities. All installation and splicing of Facilities must be completed within one hundred and twenty (120) days from the date of execution of this Agreement, using Qwest approved materials and construction specifications and (30) thirty days before the occupancy of the first living unit.



# Sample of Colorado Option 2 Process RLDA Contract

Developer/Builder shall provide Qwest an addressed, recorded Plat in acceptable electronic, digital or written format on (Date) \_\_\_\_\_. If Qwest does not receive complete address information, the development schedule as described may be delayed.

The first living unit will be completed no sooner than \_\_\_\_\_, \_\_\_\_\_.

The Trench Date for purposes of the Agreement is on or about \_\_\_\_\_, \_\_\_\_\_.

Developer/Builder will complete its distribution facilities necessary to serve the project on or before \_\_\_\_\_. In the event there are delayed orders, the Developer/Builder will complete the distribution facilities within (10) business ten days .

It is the Developer/Builder's responsibility to promptly notify Qwest of any and all changes to the above dates.

Qwest shall complete its feeder facilities necessary to serve the project on or before thirty (30) days prior to the date of occupancy of the first living unit as described above.

Pursuant to tariff, Developer/Builder must provide a written request that Qwest inspect the placement of the facilities and perform conformance testing. Qwest will complete its conformance testing within twenty (20) days from receipt of Developer's request. In the event there are delayed (held) orders, Qwest will complete conformance testing within ten (10) days.

## 5. EASEMENTS

Any easements, rights-of-way or property rights required by Qwest within the Development shall be given to Qwest by Developer/Builder, in writing, in recordable form. Application fees, permit fees or any other governmental charges, special study costs, any costs incurred due to unusual conditions (e.g. rock, swamp, asphalt) and overhead for placing facilities shall be provided at no charge, with no restrictions or exceptions, within sixty (60) days after final acceptance by Qwest. Developer/Builder shall be required to reimburse Qwest for any right-of-way costs which may be incurred by Qwest under this Agreement.

## 6. TRENCHING

A. Developer/Builder shall provide trench for backbone, trench and conduits for service laterals and road crossings, and backfill for the backbone and service laterals, as shown on Exhibit A, in accordance with Qwest standards. Developer/Builder shall not be responsible to furnish conduit from the pedestal to the premises where the length of same exceeds three hundred (300) feet. As specified in Section 10. (Note A.), following, the Developer/Builder is eligible for a trench and backfill reimbursement.

# Sample of Colorado Option 2 Reverse LDA Contract

Developer/Builder shall be responsible, at its sole expense, for obtaining any permits, licenses, bonds or other consents or approvals necessary to move, park, and maneuver equipment on the job site, to store tools and materials, to barricade or close streets, alleys or walks, and to use electric power, water and sewers, and to dispose of soil within the Development. All permits, licenses, bonds or other types of approvals shall be in Developer/Builder's name and shall not commit Qwest to any obligation not identified under this Agreement.

Developer/Builder shall take necessary safety precautions as required by federal, state and local authorities to protect pedestrian and vehicular traffic in the development, including, but not limited to maintenance of adequate warning signs, barricades, lights, guard fences, walks and bridges

B. Developer/Builder shall coordinate (applicable schedules hereunder) with Qwest's representative:

xxx  
303-xxxx

C. Developer/Builder's Trench and backfill operations shall conform to the National Electric Safety Code (NESC) and to Qwest's approved job prints and standards. Qwest shall inspect all trench and backfill. Trench not inspected within 24 hours may be backfilled. All Trenches provided by Developer/Builder shall be within rights-of-way or the dedicated easements of the Development.

D. In the event Developer/Builder damages Qwest's Facilities at any time, Developer/Builder shall bear the full expense of repair or replacement of such damaged Facilities, at Qwest's sole option.

E. Developer/Builder shall obtain Qwest's prior approval of any change-in-plans to Qwest's approved job prints prior to implementation of such changes.

F. Developer/Builder shall restore all improved and unimproved surfaces to their original condition, in accordance with rules and regulations of the governmental authority having jurisdiction in the development, and shall guarantee said restorations against settlement or other defects for a period of one year from the date of final acceptance of the work by Qwest.

## 7. INDEMNITY

Developer/Builder shall indemnify and hold harmless Qwest and its agents and employees from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and attorneys fees, including the proper placement of the Trench within the appropriate easement, arising out of or resulting from the performance or non-

# Sample of Cuiabrean Option 2 Reverse RLDA Contract

performance of Developer/Builder pursuant to the Agreement, unless directly caused by negligence of Qwest.

## 8. Qwest's INSPECTION AND ACCEPTANCE

Qwest may, at its option, inspect the construction process and test Facilities at established intervals in accordance with the schedule agreed upon in Section 4, Schedule, above. Qwest shall either accept Facilities or within one (1) business day furnish Developer/Builder with a punch list indicating the specific reason(s) for not accepting Facilities. Developer/Builder shall bring Facilities into compliance within five (5) business days after receipt of punch list from Qwest. If Facilities are not accepted after Qwest's site reinspection, Developer/Builder shall reimburse Qwest's expenses for any additional site inspection(s) or conformance tests, at Qwest's current rates.

## 9. TITLE

Developer/Builder shall transfer and convey to Qwest all right, title and interest in Facilities, free and clear of any and all liens and encumbrances. For the purposes of this conveyance, Qwest shall provide Developer/Builder a Bill of Sale, and Developer/Builder shall complete the transfer and conveyance within ten (10) business days of receipt of the Bill of Sale.

## 10. CHARGES

Developer/Builder will engineer and design, secure all materials, and provide the labor necessary to place, splice and test Facilities in the Development, using standard Qwest specifications. Total charges for such services are \$\_\_\_\_\_. If the total charges for such services is equal to or less than \$\_\_\_\_\_, then Qwest will reimburse Developer/Builder 100% of the actual charges for placement. If, however, total charges exceed \$\_\_\_\_\_, then Developer/Builder will be responsible for the difference of \$\_\_\_\_\_ of which \$\_\_\_\_\_ is NON- REFUNDABLE. As described above, any additional reviews or rework done by Qwest will be deducted from reimbursements. Qwest will provide Developer with a detailed itemization of all such costs to be deducted.

### Notes:

- A. Pursuant to tariff, reimbursements to the Developer/Builder will be the lesser of: 1) the Company's cost for that project plus a trench and backfill allowance of \$79.77 per lot; or 2) the Per Lot Cap (specified in tariff) times the number of lots in the development.
- B. Developer/Builder may request Qwest to provide a good faith engineering estimate. Qwest will generally provide the engineering estimate within ten (10) business days. A fee for providing this engineering estimate will be charged to the

Sample of Colorado Public ? Reverse LDA Contract

Developer/Builder. The fee for the engineering estimate will be \$430.00 (for a project less than 100 lots/dwellings) or \$640.00 (for a project greater than or equal to 100 lots/dwellings). The fee is deducted from the Developer's reimbursement.

11. GENERAL CLAUSES

A. Developer/Builder understands and agrees that any payment made to Qwest hereunder is a charge for the cost of providing Distribution Facilities in the Development and is not: (1) a deposit for security for individual customers, or (2) applicable to installation charges or regular monthly charges or such service as provided in Qwest's filed tariffs. Developer/Builder shall not represent to any individual that Developer/Builder's deposit satisfies any line extension charge, construction charges which may be payable as required by tariff, or alleviate any customer's responsibility to pay other appropriate charges when required by tariff. Payments made hereunder to Qwest shall not grant Developer/Builder or any subscriber any ownership in Facilities OR RESERVE ANY CENTRAL OFFICE EQUIPMENT OR ANY FEEDER FACILITIES.

B. Qwest reserves the right to construct excess capacity at Qwest's own expense pursuant to this Agreement. The additional costs of such excess capacity are not included in the Facility charge stated above.

C. Qwest will construct excess capacity requested by the Developer/Builder at the Developer/Builder's expense.

D. Any notices required to be given by either party shall be given in writing, hand delivered or deposited in the United States mail, addressed to:

Qwest Corporation	Developer's Company Name
Developer/Builder Contact Grp	Developer's Name
PO Box 1720	Mailing Address
Denver, CO 80201	City, State Zip
1-800-526-3557	

Notices shall be effective when hand delivered or postmarked, whichever is earlier. Either party may change designations pursuant to this paragraph upon written notice to the other party.

E. This Agreement may not be assigned by Developer/Builder without the prior written consent of Qwest, which shall not be unreasonably withheld. Assignment requests to Qwest must be accompanied by a non-refundable processing fee of \$50.00 (fifty dollars) per request.

F. A failure of Qwest to enforce any provision of this Agreement on any occasion shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

Sample of Outlets Option 2 Reverse RLDA Contract

G. This Agreement shall inure to the benefit of and be binding upon the successors in interest and permitted assignees of the parties hereto. If a developer sells lots covered under this agreement, it is their responsibility to ensure the builder follows applicable standards and terms for the provision of service.

H. This Agreement may be amended only by a written document signed by both parties.

I. Neither party shall be liable to the other for delays, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, nuclear, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control.

J. This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the state in which Facilities are provided hereunder.

K. This Agreement is subject to the applicable tariffs filed by Qwest with the appropriate agency of the state in which Facilities are provided hereunder. In the event that applicable tariffs are modified, superseded, or suspended prior to performance by Qwest hereunder, then this Agreement shall become null and void, and the parties may elect to enter into a new agreement to conform to such new tariffs.

L. All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

M. Developer/Builder agrees not to enter into an exclusive promotional arrangement with another local provider of telecommunications services for a period of thirty-six (36) months after the execution of this Agreement. Nothing in this Agreement affects the right of any end user customer within the Development to select the end user's telecommunication services provider(s) of choice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year appearing on the first page of this Agreement.

Qwest Corporation

By \_\_\_\_\_

# Sample of Colorado Option 2 Reverse LDA Contract

Manager

(DEVELOPER/BUILDER)

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST/WITNESS

\_\_\_\_\_

*Sample of Colorado High Cost Support Agreement for Conventional  
LDI Centers*

Qwest Corporation  
Developer Contact Group  
P.O. Box 1720  
Denver, Colorado 80201

Date Issued

Re: Control Number \_\_\_\_\_

Developer's Company Name  
Developer's Name  
Mailing Address  
City, State and Zip

Dear Developer:

Enclosed are two (2) originals of our Land Development Agreement for your signature. Pursuant to the tariffs that were approved by the Public Utilities Commission on February 4, 2004, the execution of this agreement is necessary prior to placement of Qwest telecommunication facilities in your development known as Subdivision Name.

The date on these agreements should be left blank. This information will be provided upon execution by Qwest Corporation. In paragraph 4.C, please provide the critical scheduling dates.

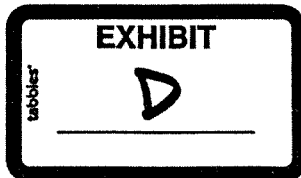
Please sign and return the two (2) original agreements and the non-refundable payment of \_\_\_ DOLLARS AND \_\_\_ CENTS (\$\_\_\_) within 90 days to Qwest Corporation at the above address. Once the contracts are signed and dated by Qwest Corporation, you will receive an original of the fully executed agreement. If the signed agreements have not been received by Qwest Corporation within 90 days, they will be canceled and new agreements will have to be initiated by contacting the Developer Contact Group.

Should you have any questions regarding this agreement, please contact the Developer Contact Group on 1(800)-526-3557.

Sincerely,

DCG Coordinator's Name  
DCG Coordinator

Enclosures: 2



*Sample of Colorado High Cost Support (Option 3A Conventional)  
LDA Contract*

Control Number: \_\_\_\_\_  
Job Number: \_\_\_\_\_

Agreement For The Engineering,  
Design, Placement And Splicing of Feeder, Distribution and Service Wire  
Facilities  
By Qwest Corporation

THIS AGREEMENT (hereinafter "Agreement") is made and entered into  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Qwest  
Corporation, a Colorado corporation (hereinafter "Qwest") and \_\_\_\_\_  
Developer's Name (hereinafter "Developer/Builder").

1. RECITALS

WHEREAS Developer/Builder is undertaking construction of a  
development known as \_\_\_\_\_ Development Name \_\_\_\_\_ (hereinafter  
"Development"), projected to contain \_\_\_\_\_ ( ) dwellings  
occupied within 60 months, which is more fully described as being  
located in \_\_\_\_\_ exchange, \_\_\_\_\_ County, State of  
COLORADO; and,

WHEREAS Qwest has been requested by Developer/Builder to provide  
feeder (including electronics) facilities to reach the development,  
distribution facilities and service wire (drop) (hereinafter  
"Facilities") within its  
Development prior to the construction of buildings or living  
units. However, the service wire facilities may be installed coincident  
with the completion of a customer's service order. Facilities will be adequate  
to serve # of Lots (\_\_\_\_) lots in Development.

WHEREAS Qwest is willing and agrees to place Facilities, as more  
fully described in Exhibit A, attached hereto and incorporated  
herein, in accordance with the terms and conditions of this  
Agreement and with any applicable Tariffs on file with the  
Colorado Public Utilities Commission;

NOW, AND IN CONSIDERATION of the mutual promises and covenants  
hereinafter set forth, the parties agree as follows:

2. DEFINITIONS

Access Line: The telecommunications circuit that extends from  
the customer's termination point in a completed residence to a  
central office.

Central Office: A switching unit in a telephone system,



*Sample of Central High Cost Support Option 3A Conversion  
LDA Contract*

providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting access lines.

Distribution Facilities: All telephone plant between the feeder facilities and the customer's termination point.

Feeder Facilities: The telephone plant between the central office and distribution facilities at the Point of Presence (POP).

Service Lateral: The wiring, conduit and trench between the serving terminal and the Standard Network Interface (SNI) at the entrance of a residential dwelling where service terminates.

Day: as used herein shall refer to business days, unless otherwise specified.

### 3. EASEMENTS

Any easements, rights-of-way or property rights required by Qwest within the Development shall be given to Qwest by Developer/Builder, in writing, in recordable form. Application fees, permit fees or any other governmental charges, special study costs, any costs incurred due to unusual conditions (e.g. rock, swamp, asphalt) and overhead for placing facilities, shall be provided at no charge, with no restrictions or exceptions, prior to the commencement of any construction by Qwest. Developer/Builder shall be responsible for clearing and establishing final grade within six inches throughout the easement area before Qwest is expected to start construction. All survey property stakes will be placed by Developer/Builder to identify the physical location of said easements and rights-of-way within the Development. Developer/Builder shall be required to reimburse Qwest for right-of-way costs pursuant to the Agreement. In the event of re-platting, re-zoning, or change-of-use during the term of this Agreement, Developer/Builder or its permitted assignees or successors shall be responsible for any additional relocation or replacement costs (which costs shall be non-refundable) relating to affected Facilities.

### 4. TRENCHING AND SERVICE LATERALS

A. Developer/Builder shall provide trench for backbone, trench and conduits for service laterals and road crossings, and backfill for the backbone and service laterals, as shown on Exhibit A, in accordance with Qwest standards. Developer/Builder shall not be responsible to furnish conduit from the pedestal to the premises where the length of same exceeds three hundred (300) feet. As specified in Section 7. (Note A.), following, the Developer/Builder is eligible for a trench and backfill reimbursement.

*Sample of Colorado High Cost Support Option 3A Construction  
LDA Contract*

Developer/Builder shall be responsible, at its sole expense, for obtaining any permits, licenses, bonds or other consents or approvals necessary for Qwest to move, park, and maneuver equipment on the job site, to store tools and materials, to barricade or close streets, alleys or walks, and to use electric power, water and sewers, and to dispose of soil within the Development. All permits, licenses, bonds or other types of approvals shall be in Developer/Builder's name and shall not commit Qwest to any obligations not identified under this Agreement.

Developer/Builder shall take necessary safety precautions as required by federal, state and local authorities to protect pedestrian and vehicular traffic in the development, including, but not limited to, maintenance of adequate warning signs, barricades, lights, guard fences, walks and bridges.

B. Developer/Builder shall provide a minimum of two (2) days notification regarding opening of the trench (See D.1). If Qwest misses the trench date after being provided two (2) days advance notification, Qwest will be responsible for re-opening, backfilling and compacting the trench at Qwest's expense. If the Developer/Builder does not provide the minimum two (2) business days notice, additional costs for schedule changes or re-opening trench will apply.

C. Developer/Builder shall coordinate applicable schedules hereunder with Qwest's representative:

xxxx  
303-xxx-xxxx

D. Critical Scheduling Dates: Developer/Builder shall select start and completion dates for Trench excavation and backfill which are compatible with Qwest's engineering, material ordering and construction schedules.

D.1 The Trench Date for purposes of the Agreement is on or about \_\_\_\_\_, \_\_\_\_\_. The first living unit will be completed no sooner than \_\_\_\_\_, \_\_\_\_\_. It is the Developer/Builder's responsibility to promptly notify Qwest of any and all changes to these dates.

D.2 Developer/Builder shall provide Qwest an addressed, recorded plat in electronic, digital or written format on \_\_\_\_\_, \_\_\_\_\_. If Qwest does not receive complete address information the development schedule may be delayed.

D.3 Developer/Builder shall schedule a pre-construction utility coordination meeting.

*Sample of Colorado High Cost Support Option 3A Contract  
LDA Contract*

D.4 Qwest shall complete its distribution and feeder facilities to serve the project on or before thirty (30) business days prior to occupancy of the first living unit as described above.

E. Trench must be maintained by Developer/Builder for a maximum twenty-four (24) hours after notifying Qwest to allow Qwest adequate time to place facilities, without interference from other contractors. Developer/Builder shall provide sufficient backfill to protect Qwest's cable after cable placement. Any changes to the time limits stated herein must be given prior approval by Qwest's authorized representative.

F. If Developer/Builder has not commenced Trench excavation within ninety (90) business days of Start Date, Developer/Builder shall reimburse Qwest for any and all carrying charges, penalty fees, and shipping costs related to the storage, return, and reorder of materials associated with Facilities.

G. Developer/Builder's Trench and backfill operations shall conform to the National Electric Safety Code (NESC) and to Qwest's approved job prints and standards. Qwest shall be afforded the opportunity to inspect all Trench and backfill. All Trenches provided by Developer/Builder shall be within rights-of-way or the dedicated easements of the Development and within six inches of final grade.

H. In the event Developer/Builder damages Qwest's Facilities, Developer/Builder shall bear the full expense of repair or replacement of such damaged Facilities, at Qwest's sole option.

I. Developer/Builder shall restore all improved and unimproved surfaces to their original condition, in accordance with rules and regulations of the governmental authority having jurisdiction in the development, and shall guarantee said restorations against settlement or other defects for a period of one year from the date of final acceptance of the work by Qwest.

J. The parties shall coordinate their construction work.

## 6. INDEMNITY

Developer/Builder shall indemnify and hold harmless Qwest and its agents and employees from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and attorneys fees, including the proper placement of the Trench within the appropriate easement, arising out of or resulting from the performance or non-performance of Developer/Builder pursuant to the Agreement, unless directly caused by negligence of Qwest.

## 7. CHARGES

*Sample of Colorado High Cost Support Option 3A Conventional  
LDA Contract*

Using standard Qwest specifications, the Company will engineer, design, secure all materials and provide the labor to place, splice and test the distribution/drop facilities within the development and to extend feeder facilities from the closest existing telecommunications facilities of the Company to the development. The Developer/Builder is responsible for paying the cost of all Company provided loop facilities such as feeder (and electronics), distribution and service wire (drop) prior to the construction of the facilities. Qwest will bill

Developers/Builder a charge of 0 DOLLARS AND 0 CENTS (\$0.00) for such services upon execution of this Agreement. After establishment of permanent service to customers within the development, the Developer/Builder shall be reimbursed as described in Note A. following.

Notes:

A. Pursuant to tariff, Once the Company has completed the construction of Company provided facilities within (and to reach) the land development area, the Company will reimburse the Developer/Builder for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of construction completion (i.e., ready for service). The reimbursement (per working premise) to the Developer/Builder will be the lesser of: 1) The Company's costs (as determined per premise) for that project plus the Company's estimated cost of Developer/Builder provided trench and backfill to serve the development; or 2) the specific wire center cap which is identified in tariff. Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the date of construction completion (i.e., ready for service) for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder. Reimbursements shall be provided to Developer/Builder each quarter following the establishment of permanent telephone service at a premise. During this reimbursement period, the reimbursement amount for each premise that establishes permanent service shall be 0 DOLLARS AND 0 CENTS (\$0.00) per premise.

B. Developer/Builder may request Qwest to provide a good faith engineering estimate. Qwest will generally provide the engineering estimate within ten (10) business days. A fee for providing this engineering estimate will be charged to the Developer/Builder. The fee for the engineering estimate will be \$430.00 (for a project less than 100 lots/dwellings) or \$640.00 (for a project greater than or equal to 100 lots/dwellings). The fee will be applied against the Developer's/Builder's overall cost of the project identified in "7. Charges."

8. GENERAL CLAUSES

A. Developer/Builder understands and agrees that the payment made to Qwest hereunder is a charge for the cost of providing distribution facilities in the Development and is not: (1) a deposit for security for individual customers, or (2) applicable to installation charges or regular monthly charges or such

*Sample of Colorado High Cost Supply Option 3A Conventional  
LDA Contract*

service as provided in Qwest's filed tariffs. Developer/Builder shall not represent to any individual that Developer/Builder's deposit satisfies any line extension charge, construction charges which may be payable as required by tariff, or alleviate any customer's responsibility to pay other appropriate charges when required by tariff. Payments made hereunder to Qwest shall not grant Developer/Builder or any subscriber any ownership in Facilities OR RESERVE ANY CENTRAL OFFICE EQUIPMENT OR ANY FEEDER FACILITIES.

B. Qwest reserves the right to construct excess capacity at Qwest's own expense pursuant to this Agreement. The additional costs of such excess capacity are not included in the Facility charge stated above.

C. Qwest will construct excess capacity requested by the Developer/Builder at the Developer/Builder's expense.

D. Any notices required to be given by either party shall be given in writing, hand delivered or deposited in the United States mail, addressed to:

Qwest Corporation  
Developer Contact Group  
PO Box 1720  
Denver, CO 80201  
1-800-526-3557

Developer's Name of Company  
Developer's Name  
Mailing Address  
City, State and Zip

Notices shall be effective when hand delivered or postmarked, whichever is earlier. Either party may change designations pursuant to this paragraph upon written notice to the other party.

E. This Agreement may not be assigned by Developer/Builder without the prior written consent of Qwest, which shall not be unreasonably withheld. Assignment requests to Qwest must be accompanied by a non-refundable processing fee of \$50.00 (fifty dollars) per request.

F. A failure of Qwest to enforce any provision of this Agreement on any occasion shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

G. This Agreement shall inure to the benefit of and be binding upon the successors in interest and permitted assignees of the parties hereto. If a developer chooses to sell individual lots built under this agreement, the developer is responsible to communicate applicable standards to the builder.

H. This Agreement may be amended only by a written document signed by both parties.

I. Neither party shall be liable to the other for delays, failure in performance, loss or damage due to fire, explosion, power

*Sample of Colorado High Cost Support Option 3A Conventional  
LDA Contract*

blackout, earthquake, volcanic action, nuclear, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control.

J. This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the state in which Facilities are provided hereunder.

K. This Agreement is subject to the applicable tariffs filed by Qwest with the appropriate agency of the state in which Facilities are provided hereunder. In the event that applicable tariffs are modified, superseded, or suspended prior to performance by Qwest hereunder, then this Agreement shall become null and void, and the parties may elect to enter into a new agreement to conform to such new tariffs.

L. All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

M. Developer/Builder agrees not to enter into an exclusive promotional arrangement with another local provider of telecommunications services for a period of thirty-six (36) months after the execution of this Agreement. Nothing in this Agreement affects the right of any end user customer within the Development to select the end user's telecommunication services provider(s) of choice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year appearing on the first page of this Agreement.

Qwest Corporation

By \_\_\_\_\_  
Manager

(DEVELOPER/BUILDER)

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST/WITNESS

*Sample of Colorado High Cost Support Option 3A Conventional  
LDA Contract*

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*Sample of Colorado High Cost Support Option 3A Tariff 1.0A  
Contract*

Qwest Corporation  
Developer Contact Group  
P.O. Box 1720  
Denver, Colorado 80201

DATE

Re: Control Number \_\_\_\_\_

Developer's Company Name  
Developer's Name  
Mailing Address  
City, State Zip

Dear Developer:

Enclosed are two (2) originals of our Land Development Agreement for your signature. Pursuant to the tariffs that were approved by the Public Utilities Commission on February 4, 2004, the execution of this agreement is necessary prior to placement of Qwest telecommunication facilities in your development known as Development Name \_\_\_\_\_.

The date on these agreements should be left blank. This information will be provided upon execution by Qwest Corporation. In paragraph 3.D, please indicate the contractor performing the trenching operations. In paragraph 3.E, please provide the date the addressed, recorded plat will be provided to Qwest Corporation.

Please sign and return the two (2) original agreements and the non-refundable payment of \_\_\_ DOLLARS AND \_\_\_ CENTS (\$\_.\_\_) within 90 days to Qwest at the above address. Once the contracts are signed and dated by Qwest Corporation, you will receive an original of the fully executed agreement. If the signed agreements have not been received by Qwest within 90 days, they will be canceled and new agreements will have to be initiated by contacting the Developer Contact Group.

Should you have any questions regarding this agreement, please contact the Developer Contact Group on 1(800)-526-3557.

Sincerely,

DCG Coordinator's Name  
DCG Coordinator

Enclosures: 2





Sample of Colorado High Cost Support Option 3B Reverse RLDA Contract

Control Number: \_\_\_\_\_  
Job Number: \_\_\_\_\_

Agreement For The Engineering,  
Design, Placement And Splicing of Feeder and Service Wire Facilities  
By Qwest Corporation  
and For The Engineering,  
Design, Placement And Splicing of Distribution Facilities  
By (Developer/Builder)

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Qwest Corporation, a Colorado corporation (hereinafter "Qwest") and \_\_\_\_\_ Developer's Name (hereinafter "Developer/Builder").

1. RECITALS

WHEREAS Developer/Builder is undertaking construction of a development known as \_\_\_\_\_ Development Name \_\_\_\_\_ (hereinafter "Development"), projected to contain # of Lots \_\_\_\_\_ (\_\_\_\_\_) dwellings occupied within 60 months, which is more fully described as being located in \_\_\_\_\_ exchange, \_\_\_\_\_ County, State of COLORADO; and

WHEREAS Qwest has been requested by Developer/Builder to provide feeder (including electronics) facilities to reach the development and service wire (drop) facilities within its Development prior to the construction of buildings or living units. Facilities will be adequate to serve # of Lots (\_\_\_\_\_) lots in Development. However, the service wire facilities may be installed coincident with the completion of a customer's service order.

WHEREAS Qwest is willing and agrees to place feeder and service wire facilities in accordance with the terms and conditions of this Agreement and with any applicable Tariffs on file with the Colorado Public Utilities Commission;

WHEREAS Qwest has been requested by Developer/Builder to review job prints and to perform related services for distribution facilities within the Development prior to the construction of buildings or living units. Distribution facilities will be adequate to serve \_\_\_\_\_ # of Lots, and completed prior to occupancy of any living units.

WHEREAS Developer/Builder shall deliver distribution facilities to Qwest after acceptance of distribution facilities by Qwest;

NOW, AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

*Sample of Colorado High Cost Support Option 3B Revised RLDA Contract*

## 2. DEFINITIONS

**Access Line:** The telecommunications circuit that extends from the customer's termination point in a completed residence to a central office.

**Central Office:** A switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting access lines.

**Distribution Facilities:** All telephone plant between the feeder facilities and the customer's termination point.

**Feeder Facilities:** The telephone plant between the central office and distribution facilities, identified by the Point of Presence (POP).

**Service Lateral:** Includes wiring, conduit and trench/joint trench between the serving terminal and the Standard Network Interface (SNI) at the entrance of a residential dwelling where service terminates.

**Delayed (Held) Order:** An application for the establishment of basic local exchange service which Qwest is unable to fill by the customer's requested service date

**Day:** as used herein shall refer to business days, unless otherwise specified.

## 3. JOB PRINTS

A. Developer/Builder shall provide to Qwest's designated representative four reproducible, detailed job prints, material list and total charges for such services, within ten (10) working days after execution of this Agreement. Qwest shall review the prints for required specifications and material list, provide its comments to Developer/Builder's designated representative, and shall notify Developer/Builder within ten (10) working days of its acceptance or denial of the prints, and of the proposed material list.

B. If Developer/Builder's job prints are not of acceptable quality to Qwest, Qwest shall so notify Developer/Builder. Developer/Builder will re-submit prints for review by Qwest and shall provide Qwest seventy-two (72) hours notice for subsequent review of Developer/Builder's change-in-plans (CIP) job prints. After the first such review of re-submitted prints, Developer/Builder shall reimburse Qwest for additional reviews or CIP at Qwest's then current engineering rates.

C. Developer/Builder acknowledges and agrees that any completed job prints provided hereunder are and shall at all times be considered proprietary and the property of Qwest. Developer/Builder shall not furnish copies of Qwest's completed job prints to any third parties without Qwest's prior written consent.

*Sample of Colorado High Cost Support Option 3B Reverse RLDA Contract*

D. For purposes of this Agreement and this paragraph 3.D, Developer/Builder's contractor performing the Trenching operations set forth in paragraph 6 is \_\_\_\_\_, and Developer/Builder's engineering firm which is designing and providing job prints set forth in paragraph 3.A is \_\_\_\_\_. Provision of the job prints to Developer/Builder's contractor and Developer/Builder's engineering firm, as identified in this paragraph, are hereby permitted by Qwest.

#### 4. SCHEDULE

After job print approval by Qwest, Developer/Builder and its contractor shall contact Qwest to negotiate a schedule for construction and inspection of distribution facilities. All installation and splicing of distribution facilities must be completed within one hundred and twenty (120) days from the date of execution of this Agreement, using Qwest approved materials and construction specifications and (30) thirty days before the occupancy of the first living unit.

Developer/Builder shall provide Qwest an addressed, recorded Plat in acceptable electronic, digital or written format on (Date) \_\_\_\_\_. If Qwest does not receive complete address information the development schedule as described may be delayed

The first living unit will be completed no sooner than \_\_\_\_\_.

The Trench Date for purposes of the Agreement is on or about \_\_\_\_\_.

Developer/Builder will complete its distribution facilities necessary to serve the project on or before \_\_\_\_\_. In the event there are delayed orders, the Developer/Builder will complete the distribution facilities within (10) ten days.

It is the Developer/Builder's responsibility to promptly notify Qwest of any and all changes to the above dates.

Qwest shall complete its feeder facilities necessary to serve the project on or before thirty (30) days prior to the date of occupancy of the first living unit as described above.

Pursuant to tariff, Developer/Builder must provide a written request that Qwest inspect the placement of the facilities and perform conformance testing. Qwest will complete its conformance testing within twenty (20) days from receipt of Developer's request. In the event there are delayed (held) orders, Qwest will complete conformance testing within ten (10) days.

#### 5. EASEMENTS

Any easements, rights-of-way or property rights required by Qwest

*Sample of Colorado High Cost Support Option 3B Revised RLDA  
Contract*

within the Development shall be given to Qwest by Developer/Builder, in writing, in recordable form. Application fees, permit fees or any other governmental charges, special study costs, any costs incurred due to unusual conditions (e.g. rock, swamp, asphalt) and overhead for placing facilities shall be provided at no charge, with no restrictions or exceptions, within sixty (60) days after final acceptance by Qwest. Developer/Builder shall be required to reimburse Qwest for any right-of-way costs which may be incurred by Qwest under this Agreement.

6. TRENCHING

A. Developer/Builder shall provide trench for backbone, trench and conduits for service laterals and road crossings, and backfill for the backbone and service laterals, as shown on Exhibit A, in accordance with Qwest standards. Developer/Builder shall not be responsible to furnish conduit from the pedestal to the premises where the length of same exceeds three hundred (300) feet. As specified in Section 10. (Note A.), following, the Developer/Builder is eligible for a trench and backfill reimbursement.

Developer/Builder shall be responsible, at its sole expense, for obtaining any permits, licenses, bonds or other consents or approvals necessary to move, park, and maneuver equipment on the job site, to store tools and materials, to barricade or close streets, alleys or walks, and to use electric power, water and sewers, and to dispose of soil within the Development. All permits, licenses, bonds or other types of approvals shall be in Developer/Builder's name and shall not commit Qwest to any obligation not identified under this Agreement.

Developer/Builder shall take necessary safety precautions as required by federal, state and local authorities to protect pedestrian and vehicular traffic in the development, including, but not limited to maintenance of adequate warning signs, barricades, lights, guard fences, walks and bridges

B. Developer/Builder shall coordinate (applicable schedules hereunder) with Qwest's representative:

xxx  
303-xxxx

C. Developer/Builder's Trench and backfill operations shall conform to the National Electric Safety Code (NESC) and to Qwest's approved job prints and standards. Qwest shall inspect all trench and backfill. Trench not inspected within 24 hours may be backfilled. All Trenches provided by Developer/Builder shall be within rights-of-way or the dedicated easements of the Development.

D. In the event Developer/Builder damages Qwest's Facilities at any time, Developer/Builder shall bear the full expense of repair or replacement of such damaged Facilities, at Qwest's sole option.

*Sample of Colorado High Cost Support Option 3B Reverse RLDA Contract*

E. Developer/Builder shall obtain Qwest's prior approval of any change-in-plans to Qwest's approved job prints prior to implementation of such changes.

F. Developer/Builder shall restore all improved and unimproved surfaces to their original condition, in accordance with rules and regulations of the governmental authority having jurisdiction in the development, and shall guarantee said restorations against settlement or other defects for a period of one year from the date of final acceptance of the work by Qwest.

7. INDEMNITY

Developer/Builder shall indemnify and hold harmless Qwest and its agents and employees from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and attorneys fees, including the proper placement of the Trench within the appropriate easement, arising out of or resulting from the performance or non-performance of Developer/Builder pursuant to the Agreement, unless directly caused by negligence of Qwest.

8. Qwest's INSPECTION AND ACCEPTANCE

Qwest may, at its option, inspect the construction process and test distribution facilities at established intervals in accordance with the schedule agreed upon in Section 4, Schedule, above. Qwest shall either accept distribution facilities or within one (1) day furnish Developer/Builder with a punch list indicating the specific reason(s) for not accepting distribution facilities. Developer/Builder shall bring distribution facilities into compliance within five (5) days after receipt of punch list from Qwest. If distribution facilities are not accepted after Qwest's site reinspection, Developer/ Builder shall reimburse Qwest's expenses for any additional site inspection(s) or conformance tests, at Qwest's current rates

9. TITLE

Developer/Builder shall transfer and convey to Qwest all right, title and interest in distribution facilities, free and clear of any and all liens and encumbrances. For the purposes of this conveyance, Qwest shall provide Developer/ Builder a Bill of Sale, and Developer/Builder shall complete the transfer and conveyance within ten (10) days of receipt of the Bill of Sale.

10. CHARGES

*Sample of Colorado High Cost Support Option 3B Reverse RLDA Contract*

Using standard Qwest specifications, the Company will engineer, design, secure all materials and provide the labor to place, splice and test the service wire (drop) facilities within the development and to extend feeder facilities from the closest existing telecommunications facilities of the Company to the development.

Developer/Builder will engineer and design, secure all materials, and provide the labor necessary to place, splice and test distribution facilities in the Development, using standard

Qwest specifications. The Developer/Builder is responsible for paying the cost of all Company provided loop facilities such as feeder (and electronics) and service wire (drop) prior to the construction of the facilities. Qwest will bill

Developers/Builder a charge of 0 DOLLARS AND 0

CENTS (\$0.00) for such services upon execution of this Agreement. After establishment of permanent service to customers within the development, the Developer/Builder shall be reimbursed as described in Note A., following.

As described above, any additional reviews or rework done by Qwest will be deducted from reimbursements. Qwest will provide Developer with a detailed itemization of all such costs to be deducted.

Notes:

- A. Pursuant to tariff, Once the Company has accepted the distribution facilities provided by the Developer/Builder and completed the construction of Company provided facilities within (and to reach) the land development area, the Company will reimburse the Development/Builder for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of construction completion (i.e., ready for service). The reimbursement (per working premise) to the Developer/Builder will be the lesser of: 1) The Company's costs (as determined per premise) for that project plus the Company's estimated cost of Developer/Builder provided trench and backfill to serve the development; or 2) the specific wire center cap which is identified in tariff. Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the date of construction completion (i.e., ready for service) for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder. Reimbursements shall be provided to Developer/Builder each quarter following the establishment of permanent telephone service at a premise. During this reimbursement period, the reimbursement amount for each premise that establishes permanent service shall be 0 DOLLARS AND 0 CENTS (\$0.00) per premise.
- B. Developer/Builder may request Qwest to provide a good faith engineering estimate. Qwest will generally provide the engineering estimate within ten (10) business days. A fee for providing this engineering estimate will be charged to the Developer/Builder. The fee for the engineering estimate will be \$430.00 (for a project less than 100 lots/dwellings) or \$640.00

*Sample of Colorado High Cost Support Option 3B Reserve RLDA Contract*

(for a project greater than or equal to 100 lots/dwellings).  
The fee is deducted from the Developer's reimbursement.

11. GENERAL CLAUSES

A. Developer/Builder understands and agrees that any payment made to Qwest hereunder is a charge for the cost of providing Distribution Facilities in the Development and is not: (1) a deposit for security for individual customers, or (2) applicable to installation charges or regular monthly charges or such service as provided in Qwest's filed tariffs. Developer/Builder shall not represent to any individual that Developer/Builder's deposit satisfies any line extension charge, construction charges which may be payable as required by tariff, or alleviate any customer's responsibility to pay other appropriate charges when required by tariff. Payments made hereunder to Qwest shall not grant Developer/Builder or any subscriber any ownership in Facilities OR RESERVE ANY CENTRAL OFFICE EQUIPMENT OR ANY FEEDER FACILITIES.

B. Qwest reserves the right to construct excess capacity at Qwest's own expense pursuant to this Agreement. The additional costs of such excess capacity are not included in the Facility charge stated above.

C. Qwest will construct excess capacity requested by the Developer/Builder at the Developer/Builder's expense.

D. Any notices required to be given by either party shall be given in writing, hand delivered or deposited in the United States mail, addressed to:

Qwest Corporation  
Developer/Builder Contact Grp  
PO Box 1720  
Denver, CO 80201  
1-800-526-3557

Developer's Company Name  
Developer's Name  
Mailing Address  
City, State Zip

Notices shall be effective when hand delivered or postmarked, whichever is earlier. Either party may change designations pursuant to this paragraph upon written notice to the other party.

E. This Agreement may not be assigned by Developer/Builder without the prior written consent of Qwest, which shall not be unreasonably withheld. Assignment requests to Qwest must be accompanied by a non-refundable processing fee of \$50.00 (fifty dollars) per request.

F. A failure of Qwest to enforce any provision of this Agreement on any occasion shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

G. This Agreement shall inure to the benefit of and be binding upon the successors in interest and permitted assignees of the

*Sample of Colorado High Cost Support Option 3B Revised RLDA Contract*

parties hereto. If a developer sells lots covered under this agreement, it is their responsibility to ensure the builder follows applicable standards and terms for the provision of service.

H. This Agreement may be amended only by a written document signed by both parties.

I. Neither party shall be liable to the other for delays, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, nuclear, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control.

J. This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the state in which Facilities are provided hereunder.

K. This Agreement is subject to the applicable tariffs filed by Qwest with the appropriate agency of the state in which Facilities are provided hereunder. In the event that applicable tariffs are modified, superseded, or suspended prior to performance by Qwest hereunder, then this Agreement shall become null and void, and the parties may elect to enter into a new agreement to conform to such new tariffs.

L. All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

M. Developer/Builder agrees not to enter into an exclusive promotional arrangement with another local provider of telecommunications services for a period of thirty-six (36) months after the execution of this Agreement. Nothing in this Agreement affects the right of any end user customer within the Development to select the end user's telecommunication services provider(s) of choice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year appearing on the first page of this Agreement.

Qwest Corporation

By \_\_\_\_\_  
Manager



*Sample of Colorado High Cost Support Option 3B Reverse RLDA  
Contract*

(DEVELOPER/BUILDER)

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST/WITNESS

\_\_\_\_\_