BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 060763-TL

In the Matter of:

PETITION FOR WAIVER OF CARRIER OF LAST RESORT OBLIGATIONS FOR MULTITENANT PROPERTY IN COLLIER COUNTY KNOWN AS TREVISO BAY, BY EMBARQ FLORIDA, INC.

_____/



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PROCEEDINGS:	HEARING
BEFORE:	CHAIRMAN LISA POLAK EDGAR COMMISSIONER MATTHEW M. CARTER, II COMMISSIONER KATRINA J. MCMURRIAN
DATE:	Wednesday, February 14, 2007
TIME:	Commenced at 9:50 a.m. Concluded at 12:45 p.m.
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REPORTED BY:	LINDA BOLES, CRR, RPR JANE FAUROT, RPR Official Commission Reporters (850)413-6734/(850)413-6732

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JASON FUDGE, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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P R O C E E D I N G S

CHAIRMAN EDGAR: I will call this hearing to order. I appreciate your patience while we get organized. I am having technical difficulties, so Mike will come here in a minute. And if we can keep going, we will; if not, we'll break for just a moment if that's disruptive. We will begin by asking staff to read the notice.

MR. FUDGE: Pursuant to notice issued January 26th, 2007, this time and place has been set for a hearing in Docket Number 060763-TL.

CHAIRMAN EDGAR: Thank you. And let's take appearances.

MS. MASTERTON: Madam Chairman, Susan Masterton representing Embarq Florida, Inc.

MR. WRIGHT: Madam Chairman, Robert Scheffel Wright representing Treviso Bay Development, LLC. I'd also like to enter an appearance for my law partner John T. LaVia, III. Thank you very much.

CHAIRMAN EDGAR: Thank you.

And staff.

MR. FUDGE: Jason Fudge on behalf of Commission staff.

CHAIRMAN EDGAR: Thank you, Mr. Fudge. Preliminary matters.

MR. FUDGE: Yes. Commissioners, the parties have

agreed that certain exhibits can be entered into the record as stipulated exhibits. You should have a copy of that table describing those exhibits. In lieu of reading and marking off each exhibit for the record, I suggest that the list itself be marked as the first hearing exhibit and that the discovery exhibits be marked thereafter in sequential order.

CHAIRMAN EDGAR: Any, from the parties any questions, concerns about the proposed stipulated exhibit list, comprehensive exhibit list?

MS. MASTERTON: Embarq has no questions.

CHAIRMAN EDGAR: Okay.

MR. WRIGHT: No questions or objections, Madam Chairman.

CHAIRMAN EDGAR: Okay. Then we will so mark the list as Exhibit 1 and move Exhibits 1 through 11 into the record. And we're going to take that one-minute technical break, so hold on.

(Exhibits 1 through 11 marked for identification and admitted into the record.)

(Recess taken.)

CHAIRMAN EDGAR: Okay. We're back. Thank you. Okay. So we have moved the exhibit list into the record.

Mr. Fudge, any other preliminary matters?

MR. FUDGE: Yes. Commissioners, yesterday Treviso Bay filed a motion in limine and motion to strike. The parties

are here to address that motion.

CHAIRMAN EDGAR: Okay. I have reviewed the written motion, and, Mr. Wright, if you would like to speak to it.

MR. WRIGHT: Thank you, Madam Chairman. I'll be brief.

Just to set the procedural background, as recited in our motion, on Monday of last week we received electronically surrebuttal testimony from Embarq of Mr. Dickerson, along with four exhibits. It was actually filed in the case on Tuesday of last week. We opposed the admission of that at the prehearing conference last Wednesday. And notwithstanding noting the tardiness of their filing, the Prehearing Officer granted their motion. And we advised the parties at the time we would be filing a motion or some, some appropriate objection to the exhibits, and upon further review of the testimony we determined to move to strike portions of it as well.

The exhibits, I don't -- I can speak to the detail to the extent anybody wants to, but I'll try to be as brief as I can.

The exhibits, we believe, are nonprobative and duplicative of evidence that's specifically already in the record pursuant to the affidavit. I think it is now, you've admitted the exhibits, pursuant to the affidavit of Mr. Schweber, who provided an affidavit on behalf of Comcast to the effect that they will be providing the VoIP service. The

exhibits go to Comcast's financial projections, Comcast's marketing plan, and its intent to offer these services and how good they're going to do with them and all that stuff. And then there are two newspaper articles from 2005 saying that VoIP service would be available in Collier County in the future offered, I think, at that time by Time Warner, although it may have been by Comcast at that time.

Accordingly, we think that the exhibits proffered with Mr. Dickerson's surrebuttal testimony are duplicative and not probative of anything that's really relevant in this case. And at least in three cases they were exhibits that were known to, 4, 5 and 6, they were exhibits that were known and available to Embarq before Mr. Dickerson filed his amended testimony. Actually he filed his testimony in December and, accordingly, out of time. We think for those reasons the exhibits should be stricken.

As to the testimony that we're moving to strike, we've, we've outlined and articulated specifically why each of the passages we are moving to strike should be stricken. In summary, we think much of the testimony is not proper rebuttal but rather in the nature of additional direct largely going to the Comcast provision of service. None of the testimony that we are moving to strike identifies with any specificity at all what of Mr. Wood's testimony is purported to be rebutted, and we think that's inappropriate. There's a good chunk of it that

is argumentative in the legal sense. It is in the nature of legal argument. Frankly, a whole page of it reads like a legal brief. That's not appropriate, and we've cited a case, a Commission decision by Commissioner Johnson as to the inappropriateness of that.

And, finally, much of the testimony supports the assertion that Comcast intends to offer its VoIP product to the residents of Treviso Bay, which we cheerfully acknowledge and which is a matter of record pursuant to Mr. Schweber's affidavit. And, accordingly, we think the portions that we have moved to strike should be stricken. Thank you.

CHAIRMAN EDGAR: Okay. Thank you, Mr. Wright.

Ms. Masterton.

MS. MASTERTON: Thank you, Madam Chairman. And if you'll bear with me, I'll try to be brief, but we did not have an opportunity to file a written response, so I may go into a little more detail than, than Mr. Wright did.

First, Embarq believes that Treviso Bay's motion to strike should be denied on procedural grounds alone. The motion is really a motion for reconsideration of the Prehearing Officer's ruling granting Embarq's motion for leave to file surrebuttal testimony. And not only is the motion improperly styled, but it fails to demonstrate or even allege the applicable standard for reconsideration, and that is that there was a mistake or fact of law that the Prehearing Officer

overlooked or failed to consider in rendering his decision.

And, second, the filing of the motion six days after rebuttal testimony is not in compliance with the order -- after the rebuttal testimony was filed is not in compliance with the order on procedure, which requires such motions to be, to strike to be filed within five days after the testimony is filed. And while the one-day delay may seem insignificant, in fact, Treviso Bay's reason for proposing to strike much of the testimony is based on the argument that it constitutes legal argument that would be more properly addressed in briefs. And the prehearing memorandums of law which are taking the place of posthearing briefs, as I understand it, were due to be filed yesterday. Embarq was not aware that Treviso Bay would be filing this motion. We didn't receive it until the afternoon yesterday and, therefore, we were not able to incorporate anything that might be considered legal argument. Embarq does not agree that that's the case. But in an abundance of caution, had we known about this earlier, we might have chosen to include those arguments in our memorandum, but did not, especially since at the prehearing conference where the ability to file the prehearing memorandum was granted the staff asked the parties to please be careful not to duplicate in their memorandum any testimony that was in the record. So on those grounds alone Embarq would be doubly prejudiced if Treviso Bay's motion to strike is granted.

On the other hand, Treviso Bay has not alleged any prejudice that it suffered as a result of the Prehearing Officer's ruling to allow Embarq to file its testimony, and Embarq doesn't believe there is any prejudice to Treviso Bay. Treviso Bay was given the opportunity to conduct discovery related to the testimony, which it did not, which it did not do, and it will have ample opportunity to cross-examine Mr. Dickerson at the hearing today.

Embarq denies that Mr. Dickerson's surrebuttal testimony is improper because it's not responsive to Mr. Wood's testimony. On the contrary, every point that Mr. Dickerson raises is in direct response to points made in Mr. Wood's testimony.

For example, the discussion of universal service and carrier-of-last-resort obligation that Mr. Wright said was legal argument responds to about 23 pages of Mr. Wood's testimony regarding those issues beginning on Page 6 and going through Page 23. And Embarq is not aware that, and could not find anywhere that the Commission has established a precedent requiring the kind of specificity that Mr. Wright is saying is required in the filing of rebuttal testimony. To the extent though that the Commission thinks it would be beneficial for Embarq to point out exactly the testimony that's responded to, we are prepared to do so. Mr. Dickerson could do that on the stand or I could, I could do that right now.

Embarq denies that the testimony and exhibits related to Comcast's provision of voice services is unduly repetitive and, therefore, excludable under the rules. The testimony and exhibits specifically respond to testimony of Mr. Wood that indicates that it's uncertain whether voice services will be available. And I have to note that at the time that we filed the surrebuttal testimony -- and we waited as late as we could. Treviso Bay argued that we waited too late. We still had not been able to view the affidavit that Comcast was going to submit, and that was a lot because Treviso Bay had delayed in executing the protective agreement that was necessary for Comcast to provide the affidavit. So the admission of the affidavit into the record had not been agreed to at the point that we filed our surrebuttal testimony. And to protect our rights we had to address that issue as if it were not yet resolved and respond to Mr. Wood's testimony, which is directly contrary to what's in the, in the affidavit.

And in addition, that testimony and evidence provides significant information about the voice service that is available for Comcast. Its widespread availability, the success Comcast has in marketing those services, the prices for those services and all of that information is relevant to Embarq's petition and also responds to Mr. Wood's testimony regarding those issues.

Embarq finds it particularly remarkable that Treviso

Bay is asking to exclude Mr. Dickerson's testimony that responds to Mr. Wood's testimony relating to universal service and carrier-of-last-resort obligations saying that it's legal argument. Mr. Wood first raised those issues, has extensive discussion of the meaning of the statutes and the new legislation that was enacted in 2006, and it was because of Mr. Wood's testimony, largely because of that testimony on universal service and carrier of last resort that Embarq felt the need to file its surrebuttal testimony because it had not had an opportunity to address those issues in testimony before. Embarq understood there would be no posthearing briefs and at that time no prehearing legal memorandum was authorized, and it was only fair to Embarq to allow it an opportunity to address those issues.

As Embarq stated in its arguments in support of its motion to file surrebuttal testimony at the prehearing, this is a case of first impression before the Commission. It addresses important policy issues that will be decided as the Commission implements for the first time its statutory authority to grant a waiver of the carrier-of-last-resort obligation if good cause is shown. Embarq is the petitioner in this proceeding and it bears the burden of proving its case by a preponderance of the evidence. The expedited procedure that was applicable to this proceeding and under which Embarq filed its direct testimony had that testimony filed before the issues were established and

before discovery could be conducted. And this combined with the whole Commission procedure of filing prefiled testimony limited Embarq's opportunities in the procedures that were initially established to ensure that it was able to get all of the information that the Commission needed to resolve these issues before it.

The Prehearing Officer's decision to allow Embarq to submit the testimony is consistent with the Commission's policy and its continued practice to seek a full, fair and complete record as the basis for its decisions.

Treviso Bay has not alleged that it's prejudiced by the Commission accepting Embarq's testimony, while Embarq will be prejudiced if Treviso Bay's motion is granted. And for these reasons, Embarq asks the Commission to deny Treviso Bay's motion and allow the surrebuttal testimony and exhibits to be entered into the record. Thank you.

CHAIRMAN EDGAR: Thank you, Ms. Masterton.

I'm going to look to staff. Mr. Fudge or Mr. Harris, who would like to, to address the comments and discussion that have been raised by the parties?

MR. FUDGE: I will, Chairman. I've reviewed the motion filed by Treviso Bay and I've listened to the arguments raised by Embarq, and to a certain extent staff agrees with Embarq that the testimony filed by Witness Dickerson is responsive to the testimony filed by Treviso Bay's Don Wood.

To the extent that it is opinion testimony, the Commission is able to distinguish between mischaracterizations and analysis.

Regarding the legal arguments, the portions of the testimony merely recite the statute and draw his own conclusions about the effect of, of the law as it applies to the carrier-of-last-resort obligation. Therefore, staff thinks that the motion to strike those portions of the testimony that goes to a legal argument or nonresponsiveness should be denied.

However, staff does agree with Treviso Bay that the exhibits, particularly 4 through 6, were available to Embarq at the time of filing their direct testimony and appears to be just bolstering their direct case in chief and, therefore, should be stricken. Also, Exhibit KWD-3, although not available at the time of filing their direct testimony, merely goes to show that there was an increase in revenue due to Comcast digital voice service, which is not an issue in this case. The issue is whether or not another provider is available to the development, and, therefore, staff believes that that exhibit should also be stricken as irrelevant and immaterial.

CHAIRMAN EDGAR: Thank you.

MR. FUDGE: And -- sorry.

CHAIRMAN EDGAR: That's okay.

MR. FUDGE: Based on those, striking of those exhibits, the corresponding testimony referring to those

exhibits should also be stricken. That would be Page 3, Line 4, after the word "Yes," through Page 4 Line 14.

CHAIRMAN EDGAR: Okay. I have reviewed the written motion and the prefiled testimony and the exhibits that have been discussed here and are at issue in the motion. Hearing the comments and argument of each of the parties and the recommendation from staff, my ruling is that we will disallow the Exhibits KWD-5 and 6, the newspaper articles, as duplicative, KWD-3 and 4 as outside the purview of the issues of this case. The testimony will be entered into the record except for the testimony that refers directly to the exhibits as Mr. Fudge has described, Page -- is it Page 3?

MR. FUDGE: Yes, Commissioner. Page 3, Line 4.

CHAIRMAN EDGAR: Okay. Page 3. So we will allow "Yes," and then we will strike the testimony that goes through Line 14 pertaining to the exhibits.

Mr. Fudge, are there any other preliminary matters?

MR. FUDGE: No, Commissioner.

CHAIRMAN EDGAR: Okay. Then I am ready to move to opening statements if the parties are ready to move to opening statements. Per the prehearing order, 15 minutes each to be allotted between opening statements and closing statements. And if you can give me, before we begin, if you can let me know how you would like to divide your time, then that will help me keep track of where we are.

Ms. Masterton.

MS. MASTERTON: Yes, Madam Chair. It's my intent not to exceed five minutes for my opening statement and perhaps less, and reserve the remaining amount for my closing statements.

CHAIRMAN EDGAR: Thank you. And Mr. Wright?

MR. WRIGHT: Thank you, Madam Chairman. My intent is similar. I think somewhere between four and seven minutes for opening and correspondingly probably about the same amount for closing.

CHAIRMAN EDGAR: Okay. Thank you.

MR. WRIGHT: Hopefully less than 15 total. Thank you, ma'am.

CHAIRMAN EDGAR: Okay. Ms. Masterton.

MS. MASTERTON: Thank you, Madam Chairman. Thank you, Commissioners.

As I just said, I'm going to use this initial time to give just a brief overview of Embarq's petition and the evidence that it has presented in support. The witnesses in their summaries and in their responses to questions will present further details related to the evidence that supports Embarq's case.

The petition for carrier-of-last-resort relief that is before you today is the first of its kind, the first brought under the 2006 statute that enables ILECs to petition for

relief from their COLR obligations in developments where they believe good cause is shown.

There's some facts related to Embarq's petition that are undisputed at this point in the proceeding. First, it is undisputed that Treviso Bay Development entered into agreements with Time Warner that have been assumed by Comcast for the provision of data and video services to the future residents of Treviso Bay. These services will be paid by all Treviso Bay residents through an assessment on their homeowners association dues. Thus, all the residents of Treviso Bay will pay for data and video services from Comcast.

Second, it is undisputed now that Comcast retail digital voice service will be available to residents of Treviso Bay who wish to subscribe to it on the day that they move in.

Embarq's case is built on the facts outlined above and is threefold. First, the existence of the bulk data and video agreement with Comcast ensures Comcast virtually 100 percent penetration for these services, and it means that Embarq can anticipate effectively zero revenue from Treviso Bay customers for its data and video offerings.

And, second, because Comcast will have 100 percent penetration, essentially a monopoly for its data and video services, it will have a significant advantage, advantage in marketing its digital voice service as an add-on to its bulk

data and video services, and this advantage will significantly affect Embarq's ability to obtain customers for the voice-only services that Treviso Bay is saying that it wants Embarq to provide.

This reasonably expected low penetration rate means that Embarq will not be able to realize sufficient revenues to cover the cost it would need to incur to stand ready as essentially the fallback provider of voice services to Treviso Bay residents. Embarq's request for -- excuse me. Embarq's request for relief is based on the combined existence of these three circumstances, contrary to what Treviso Bay's witness would have you believe. They've tried to allege that Embarq is basing its request for relief on only the existence of one or the other of these circumstance, but, in fact, Embarq's request is -- each, each circumstance is key to the facts and circumstances that Embarq believes justifies its waiver of its COLR obligation in Treviso Bay.

Embarq is not arguing that the existence of a competitor for its voice services alone is sufficient to establish good cause, and it's not arguing that a reduction in its revenues as a result of competition alone is sufficient to establish good cause. Rather, Embarq is arguing that the elimination of competition for data and video services combined with the advantages that that affords to Comcast to market its digital voice service, combined with the negative effect that

that has on Embarq's ability to obtain customers and thereby recover its costs establishes good cause as contemplated by the statute, and it is these specific facts and circumstances that exist at Treviso Bay. It's on the basis of those facts and circumstances that Embarq urges the Commission to grant the waiver that Embarq has requested in this petition. Thank you.

CHAIRMAN EDGAR: Thank you, Ms. Masterton.

Mr. Wright.

MR. WRIGHT: Thank you, Madam Chairman and Commissioners. We believe this is a fairly simple case that relates to Embarq's obligation to provide basic local exchange telephone service, telecommunications service to the residents of Treviso Bay. Treviso Bay is a development in Collier County.

We believe that the evidence -- well, the evidence and appropriate references to applicable law will show the following. The Treviso Bay Development is located within Embarq's service area in Collier County. Florida Statutes, Section 364.025(1), requires each local exchange company, Embarq in this case, to provide basic local exchange telecommunications service within a reasonable time to each person requesting such service in its service area. Embarq is the only provider capable of providing basic local exchange telecommunications service to the residents of the Treviso Bay Development.

Treviso Bay has requested that Embarq provide the basic local exchange telecommunications service, and Embarq has responded on several occasions in writing that it would provide the telephone service to the Treviso Bay Development pursuant to its tariffs.

Section 364.025(6)(b) provides four automatic exemptions for an ILEC to be excused from fulfilling its carrier-of-last-resort or universal service obligations. Those generally relate to exclusivity and/or receiving revenues from the provision of voice service. It is undisputed that Treviso Bay will not receive any revenues from whatever -- any kickbacks, any revenues, anything like that from the provision of voice service by Comcast to the residents of Treviso Bay. Further, Embarq concedes that it does not satisfy any of the four conditions articulated in 364.025(6)(b).

Section 364.025(6)(d) does provide that an ILEC may petition the Commission to be relieved of its COLR obligations for good cause. Embarq claims that the elimination of its ability -- the combination of the elimination of its ability to market data and video, an advantage for providing a different service, Voice over Internet Protocol service to Comcast and impaired profitability constitute good cause. We strongly disagree for a number of reasons, including the very clear provisions of the statutes, plus the legislative intent indicated in the statute's history, plus the public interest

considerations, plus the fact that Embarq held itself out as willing and able to provide the requested service to the Treviso Bay Development pursuant to its tariffs and only later last year changed its mind.

Embarq claims that Voice over Internet Protocol or VoIP service satisfies the Legislature's universal service mandate that each ILEC must provide basic local exchange telecommunications service. Compared to the law, compared to the specific language of the statute, this suggestion of Embarq's frankly verges on being absurd and we strongly disagree. The evidence will show that VoIP is not the same as basic local exchange telecommunications service in practice, it is not the same in common understanding, and it is surely not the same in the contemplation of the Florida Legislature and the Florida Statutes. The statutes require basic local exchange telecommunications service. The Legislature knows the difference between basic local exchange telecommunications service and VoIP service. The Legislature and the statutes articulate different definitions for these different services.

Moreover, the Legislature's intent is clear with regard to the scenario posed here. The Legislature, in House Bill 17 last year, sorry, House Bill 817 last year had presented to it a proposal that would have granted an automatic exemption for the situation posed here. In other words, the Legislature had, did decide that there were four scenarios that

constituted good cause. They were presented with the opportunity to include in the statute a fifth good cause; i.e, the scenario posed here. They declined to do so.

Further, the evidence will show that the Federal Communications Commission has not even determined whether VoIP is a telecommunications service.

In summary, Embarq is the only provider, the only carrier in the area of the Treviso Bay Development that can provide and that is obligated to provide basic local exchange telephone service. If Embarq is not required to provide this service, basic local exchange telecommunications service will not be available to the residents of Treviso Bay and there will be no universal availability of basic local exchange telecommunications service in the Treviso Bay Development. Granting Embarq's requested waiver would be contrary to the public interest because it would undermine the universal service requirement of Florida Statutes and deprive the residents of Treviso Bay of what is basically an essential service.

Finally, where Embarq held itself out as being willing and able to provide telephone service pursuant to its tariffs, Embarq cannot now renege on that commitment. Accordingly, the Commission should deny Embarq's petition. Thank you.

CHAIRMAN EDGAR: Thank you, Mr. Wright.

Okay. We will move to the witnesses. We will need to swear each of you in. We will do it as a group. I understand -- yes, three witnesses. So if the witnesses would all stand with me together.

(Witnesses collectively sworn.)

CHAIRMAN EDGAR: Ms. Masterton, if you would call your first witness.

MS. MASTERTON: Mr. Michael J. DeChellis is called to the stand.

CHAIRMAN EDGAR: Before we begin with the testimony of the witnesses and the cross, I would ask all parties, and I know that you all always do this, but we do have very specific limited issues, just a few witnesses. Let's try to keep our questions and our answers focused so that we can get the information out that we need and move it along. We're ready when you are.

MICHAEL J. DeCHELLIS

was called as a witness on behalf of Embarq Florida, Inc., and, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. MASTERTON:

Q Okay. Good morning, Mr. DeChellis. And this is probably an obvious question since there are only three of you and everyone saw, but you have been sworn; correct?

A I have. Good morning.

Q Okay. Would you please state your name and address for the record?

A Yes. My name is Michael DeChellis. You can also call me Mickey; I usually go by that. And my address and place of employment is 555 Lake Border Drive, Apopka, Florida.

Q Okay. And by whom are you employed and in what capacity?

A I'm employed by Embarq. I'm currently the Director of Alternate Channels at Embarq.

Q Okay. And are you the same Michael J. DeChellis who filed direct testimony in this proceeding consisting of six pages?

A Yes.

Q Do you have any changes to your testimony?

A Just my title has changed. It's now Director of Alternate Channels.

Q Okay. Could you, could you point us to the page and line number where you need to make that change?

A I sure can. Yeah. It's the first page of my testimony and it's Line 7.

Q So you would replace "Field Sales and Indirect Channels" with "Director of Alternate Channels."

A Correct.

Q Okay. Thank you. So, Mr. DeChellis, if I asked you the same questions today, with the change that you just noted,

would your answers be the same?

A Yes.

Q And did you have any exhibits to your testimony?

A I did. Yes.

Q And those were MJD-1 through 6; is that correct?

A Yes, that's correct.

MS. MASTERTON: And, Madam Chairman, I would ask that those exhibits be marked for identification at this time.

CHAIRMAN EDGAR: Mr. Fudge, do we want to number them 12, 12 on for consistency?

MR. FUDGE: Yes, Commissioner.

CHAIRMAN EDGAR: Okay. We will begin at 12 and number consecutively.

MS. MASTERTON: Okay. Thank you.

(Exhibits 12 through 17 marked for identification.)

BY MS. MASTERTON:

Q Mr. DeChellis, did you prepare a summary of your testimony?

A Yes.

Q Could you give that summary now, please?

A I can. My name is Mickey DeChellis. I'm the Director of Alternate Channels at Embarq. I am a 21-year veteran at Embarq. I'm really responsible for three areas of our business. The first is developer markets. We establish relationships with developers, builders, property managers to

talk about their new development projects that they're working on. Also I have a team that works on indirect sales channels. That's where we establish relationships with third-party partners who help to sell Embarq products within our franchise territories. And then finally I manage our technician referral sales program where our technicians will promote Embarq products as a part of their function.

My testimony addresses four key areas. First, I provide an overview of Embarq's understanding of the development, summarize Embarq's interaction with the developer, provide information which supports the conclusion that Comcast would be offering voice services to the development, and provide Embarq's estimate of voice penetration for the development based on the arrangement that the developer has with the cable company if Embarq is not relieved of its COLR obligation to Treviso Bay.

Treviso Bay is a new development in Collier County, Florida, encompassing approximately 1,200 units. Embarq made initial contact with the developer to understand their plans for the development as well as Embarq's providing service to that community. Later Embarq learned that the developer had entered into a bulk arrangement with Time Warner that subsequently has moved to Comcast whereby data and video would be provided to every resident of the development and would be mandatory to be billed to the residents as a part of their

homeowners dues.

Embarq continued discussions with the developer to see if there was interest in a marketing relationship for Embarq's voice communication services. That would be our wireline voice service as well as features and long distance. After the developer did not formally respond to Embarq's offer, Embarq withdrew its marketing program offer.

And then finally with the knowledge of 100 percent penetration of its video and data service through the bulk arrangement, along with the fact that Comcast will offer voice services to these customers, Embarq developed its, developed its voice penetration estimate for Treviso Bay which is reflected in my testimony. The upfront customer relationship which Comcast has would make it very difficult for Embarq to sell voice services within Treviso Bay. That concludes my summary.

MS. MASTERTON: Thank you, Mr. DeChellis.

Madam Chairman, we had an issue where there's a lot of confidential information. And even though it was filed, you know, in the docket, the confidential information in the testimony, Embarq understood that you all would not have copies of that before you. So we did make copies just to be distributed at the hearing so to avoid verbalizing it it could be referred to. And I'm going to distribute those at this time with your permission.

CHAIRMAN EDGAR: Yes, ma'am.

MS. MASTERTON: And with that, Mr. DeChellis is tendered for cross-examination. Thank you.

CHAIRMAN EDGAR: Do you want to enter the prefiled testimony?

MS. MASTERTON: Yes. Thank you. I'm sorry.

CHAIRMAN EDGAR: That's all right.

MS. MASTERTON: Yes. At this time I'd like to move that Mr. DeChellis' testimony be entered into the record as though read.

CHAIRMAN EDGAR: Okay. We will enter the prefiled testimony into the record as though read.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

MICHAEL J. DECHELLIS

Q. Please state your name, occupation and business address.

A. My name is Michael J. DeChellis and I am employed by Embarq Corporation in the capacity of Director ~~– Field Sales and Indirect Channels~~ of Alternate Channels. My business address is 555 Lake Border Drive, Apopka, FL 32703. In that capacity I am responsible for directing Embarq's activities relating to the promotion of Embarq products to customers through third party sales partners. The Field Sales team, located across Embarq's 18 state territory, meets with developers, builders, property managers, etc. to discuss plans for their communities and describe how Embarq's products and services can meet the communities' needs.

Q. Please describe your educational background and business experience.

A. My current position is Director – Field Sales and Indirect Channels for Embarq. I have 21 years of experience with Embarq and its predecessor, Sprint's local telephone division, including positions in Ohio, Kansas City and Florida. Prior to my current position, my tenure with the company included positions in call center management, product management/development and business outside sales. I also have experience in the regulatory and network planning areas. I have a Bachelor's Degree in Applied Statistics from Bowling Green State University and a Master's Degree in Economics from The University of Akron.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to support Embarq's petition requesting a waiver of its carrier-of-last-resort obligations in the Treviso Bay development under the provisions of section 364.025(6)(d), Florida Statutes. More specifically, my testimony provides:

1. An overview of Embarq's understanding of the planned development.
2. A summary of Embarq's interactions with the developer of the property including representations made to Embarq by the developer concerning arrangements entered into with a competitive service provider other than Embarq to provide services to the property.
3. Analysis and documentation that supports the conclusion that the competitive service provider will be offering voice telephone service to customers in this development.
4. A description of the impacts on Embarq as a result of the developer's arrangement with a competitive service provider.

Q. Please provide an overview of the Teviso Bay Development.

A. Treviso Bay is a proposed new subdivision located on the southwest side of Tamiami Trail East, approximately 3 miles northwest of the intersection of Collier Boulevard (aka Isle of Capri Road), Sections 29, 30, 31 and 32, Township 50 South, Range 26 East, Collier County, Florida. According to information provided by the developer, the subdivision will encompass approximately 1,200

residential units by the time it is complete, currently scheduled for 2012. The development is located in the geographic area served by Embarq's Naples Southeast central office.

Q. Please describe Embarq's interaction with the developer of Treviso Bay.

A. A representative of Embarq's Developer Markets organization made initial contact with Chris Gray, a representative of the developer Treviso Bay Development LLC, in June 2005 to discuss the developer's vision for the community. The developer's representative indicated they were in discussions with the cable company to provide services to the development, but had not yet made a commitment to anyone at that time. On August 29, 2005, the developer's representative advised Embarq's account consultant via email that the developer had indeed entered into a bulk agreement with Time Warner Cable for video and high speed data.

Embarq continued discussions with the developer through December 2005 regarding the potential for a marketing relationship for local voice, features and long distance services. The developer did not formally respond to Embarq's overtures to discuss a marketing relationship to provide voice services to the development. As a result, in July 2006, Embarq informed the developer that it was not interested in pursuing such a relationship. The developer confirmed via email (see Exhibit MJD-1) that they had signed an agreement with Time Warner Cable to provide video and high-speed data services. The developer also indicated they were still interested in Embarq providing "telephone" services to

Treviso Bay. On September 1, 2006, Embarq sent a letter (see Exhibit MJD-2) to the developer outlining the terms and conditions under which it would be willing to proceed with the provision of its facilities to the development. Chris Gray, a representative of the developer, contacted me in response to this letter on or around September 14. A subsequent conversation with Mr. Gray on this issue occurred on October 5. Mr. Gray informed me during these conversations that the developer had signed a bulk data and video agreement with the incumbent cable company, Time Warner (which will transition to Comcast by virtue of their trade of certain properties). Embarq's understanding is that the bulk agreement consists of a bulk offering of high speed data and video services with the recurring service fees included in the homeowners' dues.

Q. What is your understanding of the availability of voice telephone service from competitive supplier?

A. Representations made by the developer are that the agreement with Comcast provides for provision of video and high-speed data services to all residents of the development through their homeowner's dues. In addition, Comcast will have the ability to offer voice telephone services to the residents of this development via the same facilities used to provide video and data services. Comcast is actively marketing its "Triple Play" of digital cable video, high-speed Internet and digital voice services (see Exhibit MJD-3) throughout Collier County where this development is located. Querying the Comcast website utilizing an address in very close proximity to the Treviso Bay development confirms that

Comcast offers voice telephone services in the immediate vicinity (see Exhibits MJD-4 through MJD-6). With the certainty of providing 100% of the video and high speed data services to the Treviso Bay residents via inclusion of the fees in their homeowners association dues, coupled with evidence that Comcast is providing voice services to other customers in the immediate vicinity, Comcast will have the capability to provide voice services to all of the residents of Treviso Bay. Not only will the residents have a triple-play opportunity from Comcast, but they will also have the option to use other voice service providers such as Vonage, Skype and more.

Q. Please describe the impacts on Embarq from developer's agreement with Comcast.

A. With a 100 percent penetration of its video and data services to residents of Treviso Bay via its bulk agreement with the developer, and its ability to offer voice telephone services as an add-on, Comcast is in a strong position to garner a vast majority of the Treviso Bay residents' voice telephone services as well. Based on this scenario, if Embarq were required to place its facilities to provide service to this development, its potential revenues would be limited to only voice telephone services since Comcast has 100 percent penetration of video and data services through its bulk billing of these services, ultimately paid by the residents through their homeowners' dues. Embarq's voice telephone revenues would be further limited to those derived from a small percentage of customers who might

choose not to subscribe to the voice services offered by Comcast as an add-on to their video and data services.

Based on these factors, Embarq expects at most only [redacted] percent of the residents of Treviso Bay would choose to subscribe to services from Embarq if it were required to place facilities to serve this development. Further, Embarq's revenues from this group of customers would be limited to only voice services. The testimony of Kent Dickerson of Embarq utilizes these assumptions, and others related to costs and investments, to estimate the negative financial consequences to Embarq if it were required to place facilities to serve the Treviso Bay development.

Q. Does this conclude your testimony?

A. Yes.

CHAIRMAN EDGAR: And, Ms. Masterton, you can go ahead and distribute the red files. And then when you are done with that, we will turn to Mr. Wright.

(Pause.)

CHAIRMAN EDGAR: Mr. Wright.

MR. WRIGHT: Thank you, Madam Chairman.

CROSS EXAMINATION

BY MR. WRIGHT:

Q Good morning, Mr. DeChellis.

A Good morning.

Q In your originally filed testimony you indicated that your title was Director of Field Sales and Indirect Channels; is that correct?

A That is correct.

Q And your title -- you just told us, I think, that your title has changed so that you're now Director of Alternate Channels; is that also correct?

A Yes.

Q And have your responsibilities remained essentially the same?

A They have.

Q Thank you. Can you tell us just briefly, a minute or so, what you do in that position?

A I sure can.

Q Thank you.

A Like I said, really three areas of the business -- our developer markets group, we proactively go out and visit with developers about their plans for within the community. Those are focused on new growth opportunities. We also have a group that works with our existing relationships where we have opportunities to help market products and services throughout Embarq's territory. That's the first group.

Our indirect sales group will work with third-party partners, whether it might be somebody selling services through the web, maybe a power company that helps to sell products and services, things like that, partnerships that make sense where we can get to our customers and sell products.

And then, like I said, the final area is our technician referral sales program.

Q Thank you. Would it be fair to say that a pretty substantial amount of your responsibilities are marketing-related responsibilities?

A They are primarily more sales oriented. We work very closely with our marketing organization on marketing strategies.

Q Okay. Do you have to be knowledgeable of your competitors' product or products when you do your job?

A In our, in our field it definitely helps to have information about what competitors are offering.

Q Okay. And a lot of your testimony addresses your

expectation as to what the penetration rate or what percentage of customers in Treviso Bay Embarq might expect to serve with its wireline voice service as you used the term; is that correct?

A Yes.

Q Okay. I have a few questions for you along that line.

Will you agree that the voice service that Comcast will offer in the Treviso Bay Development is Comcast digital voice?

A Yes.

Q And that is a service that is known as, by type, Voice over Internet Protocol or VoIP service; is that correct?

A Yes, based on my understanding of that.

Q Okay. Now you used the phrase in your summary, Mr. DeChellis, "Embarq's wireline voice service."

My next question for you is this: In ordinary terms, in common understanding, do people understand the term "basic local exchange telecommunications service" to mean the wireline voice service that you referred to in your testimony?

A The -- I think the lines are blurring. People understand that a voice service that they can make from their home is how many customers view a voice communication service.

Q So is your testimony, no, that people don't think of your basic wireline service as basic local telephone service?

A They do.

Q They do that?

A They do understand our basic local exchange service to be that.

Q Okay. Will you agree that VoIP is not the same as basic local exchange telecommunications service?

A Yes.

Q Okay. How is it different?

A I don't know all the technicalities of the difference. I do understand that the, the VoIP offer is a different technology. Both our voice telecommunications service as well as the VoIP offer from the cable company are alternatives. Customers can do a lot of the same things with both of those services.

Q Okay. Does VoIP provide dial tone?

A I have not been a user of that product, so I'm not exactly sure if that's the case.

Q Okay. Does VoIP provide dual tone multifrequency dialing?

A I am not sure of that.

Q Does VoIP provide the same access to 911 service as Embarq's wireline voice service?

A I know at one time that there were some differences there. I do not -- I'm not aware of whether that's still the case or different. I know that the, the cable companies with

their VoIP offer have been requested to, to do a lot around 911. So I'm not exactly sure if there are still differences between our service and that service that you're referring to.

Q Do you know whether Comcast's digital voice service provides the same access to 911 as Embarq's basic wireline voice service?

A I do not.

Q Okay. Do you know whether VoIP provides the same access to relay services as your basic wireline service?

A I do not.

Q Do you know whether Comcast's VoIP product provides an alphabetical directory listing?

A Alphabetical directory listing of?

Q I assume of telephone customers in the service area. It's a term out of the statute.

A So at Embarq we have a directory service where customers can call and get customers' phone numbers. I am not aware of whether Comcast has the same type of service.

Q All right. Are you familiar with the Florida Statutes that define the various services that we're talking about this morning?

A My -- in my position at Embarq I am not responsible for interpretations of some of the statutes and laws. I just -- I'm familiar from the standpoint of understanding different technologies.

Q Okay. Are you aware that there is a definition -- and I'm not trying to ask you for legal interpretations.

A Okay.

Q Are you aware there is a definition of VoIP in the Florida Statutes?

A I was not aware.

MR. WRIGHT: Permission to approach.

CHAIRMAN EDGAR: Yes.

MR. WRIGHT: Thank you.

MS. MASTERTON: And, Madam Chairman, at this point I just wanted to note that Mr. DeChellis is not an attorney and he's not represented himself as such or really represented himself as someone whose job -- in fact, he said his job is not to interpret statutes and rules, so I just wanted to make that before Mr. Wright gets too far into this line of questioning. Thank you.

CHAIRMAN EDGAR: So noted. And, Mr. Wright, I'm not sure where you're headed. I mean, the witness has said that he's not an attorney and also that he was not familiar with the details of the VoIP service offering. So let's make sure that we are getting something that will be useful.

MR. WRIGHT: Well, I certainly believe that I am, and I certainly understand that he is not an attorney.

Madam Chairman, Commissioners, I will aver to you that 364.02(16) says that VoIP service means Voice over

Internet Protocol service as defined in federal law, and I just wanted to show that definition to the witness.

BY MR. WRIGHT:

Q Do you see that definition, Mr. DeChellis?

A I do.

Q Okay. Isn't it true that the Federal Communications Commission hasn't even determined whether VoIP is a telecommunications service under federal law?

A I am not, I'm still not up to speed entirely on where that stands right now within the Commissions.

MR. WRIGHT: Commissioners, I'd like to proffer an exhibit that -- the Exhibit I intend to be an excerpt from the First Report and Order and Notice of Proposed Rulemaking of the Federal Communications Commission released June 3, 2005. I have three copies of the complete order but it's about that thick, so I have a three-page excerpt. I think by my count that would be Exhibit 18.

MS. MASTERTON: Yeah. Madam Chairman, again, I'm going to have to object to whatever -- you know, him introducing this exhibit as a way to cross Mr. DeChellis. Because he's reiterated over and over again that he is not familiar with the orders and rules of either the FCC or this Commission and not in a position to have an opinion or interpret them.

CHAIRMAN EDGAR: Mr. Fudge?

MR. FUDGE: Yes, Commissioner. It doesn't appear that Embarq's objection goes to the heart of the exhibit that Treviso Bay seeks to introduce. As long as Treviso Bay limits its questions to those within the scope of Mr. DeChellis' knowledge, then staff would think that it would be appropriate because it is an FCC order.

MS. MASTERTON: But, Madam Chairman, I mean, to the extent that Mr. DeChellis has no knowledge or ability to interpret it, I don't believe Treviso Bay has laid a proper foundation for admitting that exhibit into the record.

CHAIRMAN EDGAR: Mr. Wright.

MR. WRIGHT: Madam Chairman, he is one of the senior officials of the company regarding marketing. He's testified that he needs to be knowledgeable of his competitors' products. Embarq's position in this is largely that VoIP is substitutable communications service for, for basic local exchange telecommunications service. We don't agree with that and we think that the Federal Communications Commission statements on this are highly probative, and that if he's not aware of them, he should be.

Alternately, I could ask you to, I could ask you to take, take official notice of the Federal Communications Commission order, but I do think it's appropriate cross as well.

MS. MASTERTON: I mean, Embarq would not object to

that. I believe that, you know, the rules and orders of both this Commission and others are available for official recognition and I think that would be the more appropriate way for that. And if Mr. Wright wants to address that in his closing arguments, he would be then free to do so.

CHAIRMAN EDGAR: As Ms. Masterton has pointed out, the orders of this Commission and the FCC are available to this Commission and we certainly can take that next step of taking official notice of them for the benefit of this proceeding today, so we will do so. If you would like -- I will allow you to give the excerpt to the witness, and if you would -- if you are going to ask questions about it, then please distribute similar copies to the Commissioners and the parties and our staff. But, Mr. Wright, the witness has said that he's not an attorney, he has said that he's not familiar with the orders. I'm going to allow one or two, but we're not going to go much further down this road. Okay?

MR. WRIGHT: Thank you. Yeah.

CHAIRMAN EDGAR: Okay.

MR. WRIGHT: So just so I'm clear, shall I mark this as an exhibit or not?

CHAIRMAN EDGAR: We can go ahead and mark it as an exhibit for clarity of the record.

MR. WRIGHT: Thank you.

CHAIRMAN EDGAR: And you were correct that we would

be at 18.

MR. WRIGHT: I apologize. I did not hear what you just said.

CHAIRMAN EDGAR: Oh, that's okay. I just was saying that you were correct, that we would be at Number 18, so we will mark it 18.

(Exhibit 18 marked for identification.)

MS. MASTERTON: Madam Chairman, I just wanted to clarify something. I mean, we did -- Mr. Wright did say though that it would --

CHAIRMAN EDGAR: Hold on. I'm sorry. I hit the wrong button -- or the right button at the wrong time. If you will give me a moment. Okay.

MS. MASTERTON: Sure.

(Pause.)

CHAIRMAN EDGAR: Okay. Thank you all.

I'm sorry. Yes, Ms. Masterton.

MS. MASTERTON: I just wanted to clarify. We're getting excerpts, but what you're putting into the record, what he's offering into the record as an exhibit is the entire order. Is that what I understood?

CHAIRMAN EDGAR: Okay. For clarity, and I appreciate the question for clarity's sake, we will take official notice of the entire order, which is within our purview to do. The -- we will mark the excerpt as 18 at this point in time. We have

not admitted it. I thought that it would be useful to have everybody have the same piece of paper in front of them if, indeed, Mr. Wright intends to use this excerpt for a question. But from where I sit, we have not yet laid a foundation for it, we have not admitted it, and we will see where it takes us and we will take that up.

Okay. Mr. Wright.

MR. WRIGHT: Thank you, Madam Chairman. This is, this is the relevant part of the order. It leaves off some analysis, appendices. Because of its size I thought, I thought it better not to mark this as an exhibit. I do have three copies of this for anybody who wants them.

CHAIRMAN EDGAR: I think we are fine on that point.

MR. WRIGHT: All right. Thank you.

CHAIRMAN EDGAR: Okay.

BY MR. WRIGHT:

Q And the only question I have for you, Mr. DeChellis, is this: If you would please look at the third page of the excerpt, which is the continuation of Paragraph 24, we agree that the Federal Communications Commission there has stated that they make no findings regarding whether a VoIP service is classified as a telecommunications service or an information service under the Federal Communications Act.

A I'm sorry.

Q You need to speak your answer out loud.

CHAIRMAN EDGAR: Okay. Okay. Mr. Wright --

THE WITNESS: I'm not sure if there was a question.

CHAIRMAN EDGAR: Just a moment, if I may. I apologize. I was reading what you put in front of me, so I apologize. I was reading. I thought I could read and listen. I would like to ask you to restate the question for my benefit, if you would, please.

MR. WRIGHT: Certainly.

CHAIRMAN EDGAR: Thank you. I'm now listening.

BY MR. WRIGHT:

Q And the only question I intended to ask the witness is, is do you agree that the statement of the Federal Communications Commission near the top of Page 14, which is the third page of the, of the excerpt, states that it's the Federal Communications Commission's position that they're making no findings as to whether VoIP is a telecommunications service under the Act?

A I'll read you what it says here. It says, "We" -- the final sentence, there's, there's a few other points that it talks about before that that talk about how the service mimics traditional telephony services and goes on to explain that a bit further and how it enables two-way communication, requires a broadband connection, requires IP compatible CPE and allows customers to receive calls. And then at the end it says, "We make no findings today regarding whether a VoIP service that is

interconnected with the PSTN should be classified as a telecommunications service or an information service under the Act." That's what it says.

Q Thank you.

MR. WRIGHT: I'd like to follow on that and also follow on our brief discussion about the similarities and differences between VoIP service and basic local exchange service, and with your permission I'd like to offer -- I'd like to distribute another exhibit, which is the FCC's Consumer Fact Sheet on Voice over Internet Protocol.

CHAIRMAN EDGAR: Yes.

MR. WRIGHT: Thank you. And I believe that will be 19.

CHAIRMAN EDGAR: Yes.

(Exhibit 19 marked for identification.)

BY MR. WRIGHT:

Q Well, first, Mr. DeChellis, have you ever seen this document before?

A I have not.

Q Okay.

MR. WRIGHT: I'm just giving the witness a moment to look at it.

(Pause.)

MR. WRIGHT: Madam Chairman, for a short title if we could call this FCC/NARUC VoIP Consumer Fact Sheet.

CHAIRMAN EDGAR: So labeled.

MR. WRIGHT: Thank you.

(Pause.)

CHAIRMAN EDGAR: Okay. Let's go.

BY MR. WRIGHT:

Q Mr. DeChellis.

A Yes.

Q Okay. You were looking like you were still reading and I didn't want to interrupt you, but I think we want to proceed here.

Just very quickly, have you seen other consumer fact sheets relating to VoIP that might be like this?

A I've seen bits and pieces of information about VoIP; nothing that has looked just like this.

Q Okay. In an earlier response you agreed, I think, that some voice service may not be the same or offer the same access as to 911 as basic wireline service. Do you agree with that?

A What I said previously is that -- can you restate your question again?

Q Well, I think in our earlier conversation you at least agreed that there in the past have been some differences relative --

A Yes.

Q -- as between VoIP access to 911 --

A Yes. That's right.

Q -- and basic wireline service access to 911.

A That is correct.

Q Okay. Do you know whether there's still such differences or --

A I'm not aware of those differences today.

Q Do you agree with the assertion made on the second page of this handout that some VoIP services don't work during power outages?

A That makes sense to me.

Q Okay. Thank you. Have you, have you -- predicate question. You signed a nondisclosure agreement to be able to see documents in this case, did you not?

A Yes.

Q Did you have -- I know that there's a fair volume of materials, but did you generally review the discovery responses furnished by my client in this case?

A Yes.

Q Okay. I wanted to ask you a couple of questions about, about one of the responses.

My lead-in question is this: Will you agree that for security systems or for security monitoring service VoIP is not regarded as being the same as or as good as basic local exchange telecommunications service?

A Again, I'm not totally familiar with the differences

between a landline telephone service and a VoIP service in regards to making a security service work. I am aware that in the past there have been differences. I know that the cable companies have been attempting to meet that challenge. Where that exactly stands today and whether that's still a difference, I am not, I am not aware.

MR. WRIGHT: Okay. I'm going to ask the witness to look at what has already been, I think, admitted into the record as part of Exhibit 5. I do have -- it's the Rider to Electronic Protection Service Monitoring Agreement, it's nonconfidential, provided to customers by Devcon Security Services Corporation, which is the entity with whom my client, Treviso Bay Development, has executed a security monitoring services agreement. I do have -- it's my Bate stamp 1077. I think it's Commission Bate stamp 000263, but I have individual copies of the sheet that I'll hand out.

CHAIRMAN EDGAR: Thank you.

BY MR. WRIGHT:

Q So the question I previously asked you was, will you agree that for security systems VoIP is not regarded as being the same as or as good as basic local exchange telecommunications service? And I think you said you weren't sure, that there had been some issues. Is that pretty fair?

A I think that's pretty fair.

Q Okay. I would like you to read into the record what

is denominated on the rider that I handed out "A: Wireless Communication."

A "Wireless Communication. If the subscriber elects to have the System communicate with the central monitoring center via wireless technology (whether instead of, or in addition to standard telephone line communications), the Subscriber acknowledges that there may be times when the System is unable to acquire, transmit or maintain an alarm signal due to an interruption in wireless service. The Subscriber acknowledges that wireless communications, whether through cellular, radio or VoIP (Voice over Internet Protocol) technology, may be unpredictable and that Devcon may be unaware of the occurrence of any interruption. Devcon recommends that all Subscribers employ an additional method of communication, such as standard telephone service, in addition to any wireless form of communication." Is that far enough or do you want me to keep going?

Q That would be fine. If you would, I'd also like you to read in the third paragraph there that begins, "As the Subscriber."

A "As the Subscriber, you understand that: Devcon Security Services is not responsible for any failure of the alarm system/VoIP service to transmit an alarm signal to our monitoring station, failure to respond to any unintelligible signal, or any signal which cannot be clearly interpreted by

our automation system and/or central station personnel. Services such as remote programming, arming, disarming, and code changes may not be available. Service requests due to alarm panel troubles caused by telephone failures or interference by the VoIP service are chargeable to the Subscriber."

Q Thank you. And my question for you is this: From the perspective of a customer or from the perspective of the security services corporation, won't you agree that VoIP is not regarded as being as reliable or as good as basic or standard telephone service?

A I think based on the interpretation of what Devcon's agreement suggests is that they don't feel that that is a comparable alternative. And, again, I am not sure of the date of the document as well or, or if there are any differences from when the date of this document was produced compared to today.

MR. WRIGHT: Thank you, Madam Chairman. That's all the cross-examination I have. Thank you, Mr. DeChellis.

THE WITNESS: Thanks.

CHAIRMAN EDGAR: Thank you. Are there questions from staff?

CROSS EXAMINATION

BY MR. FUDGE:

Q Mr. DeChellis, based on your earlier statement about

the, Devcon's position on VoIP, would you agree that a prudent customer would choose to have an additional line installed?

A I think if, if I was a customer reading this document, I would have a lot of concerns about that. Again, I'm not familiar with whether any changes in technology since this document was produced, so that would be another piece of information that I would want to know.

Q Would, would those customers' concerns in any way affect your penetration rate in regards to having an additional line?

A One thing that's hard to understand is exactly what the penetration would be of this product that we're talking about. I'm not familiar and have not studied penetration rates for security services, so I'm not exactly sure how many customers this would actually apply to. And, therefore, I would struggle to interpret what kind of changes to make on any kind of penetration estimate for voice phone service.

MR. FUDGE: Thank you. That's all.

CHAIRMAN EDGAR: Thank you.

Ms. Masterton.

MS. MASTERTON: Yes, I just have a couple of redirect.

REDIRECT EXAMINATION

BY MS. MASTERTON:

Q Mr. DeChellis, Comcast digital voice service is not a

wireless product, is it?

A It is not.

Q In fact, that service is offered over Comcast broadband landline facilities, isn't it?

A It is offered over their broadband facilities, yes.

Q So isn't it likely that this rider which speaks to wireless communications is not applicable to Comcast digital voice service?

A Yes. There is a portion of it that discusses wireless.

MS. MASTERTON: Okay. And that's all the questions that I have. Thank you.

CHAIRMAN EDGAR: Let's take up the exhibits.

MS. MASTERTON: Yes. Madam Chairman, at this point I'd like to move that MJD-1 through 6, which are numbered as Exhibits 12 through 17, be entered into the record.

CHAIRMAN EDGAR: Exhibits 12 through 17 will be entered into the record.

(Exhibits 12 through 17 admitted into the record.)

Mr. Wright.

MR. WRIGHT: And I would move Exhibits 18 and 19, Madam Chairman.

CHAIRMAN EDGAR: Ms. Masterton.

MS. MASTERTON: Based on the questioning and the, that the whole order is going to go in under official

recognition, Embarq does not object to that.

CHAIRMAN EDGAR: Okay. Okay. Then Exhibits 18 and 19 will be entered into the record.

(Exhibits 18 and 19 admitted into the record.)

Mr. DeChellis, thank you very much. You are excused.

THE WITNESS: Thank you.

CHAIRMAN EDGAR: Ms. Masterton, you may call your next witness.

MS. MASTERTON: Yes. Kent Dickerson is called to the stand.

KENT W. DICKERSON

was called as a witness on behalf of Embarq Florida, Inc., and, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. MASTERTON:

Q All right. Good morning, Mr. Dickerson. Have you been sworn in?

A Yes, I have.

Q Okay. Would you please state your name and address for the record?

A Kent W. Dickerson. I work for Embarq at 5454 West 110th Street, Overland Park, Kansas 66211.

Q Okay. And what is your capacity with Embarq?

A I'm the Director of Cost Support.

Q Are you the same Kent W. Dickerson who filed direct

testimony in this proceeding consisting of five pages?

A Yes.

Q Do you have any changes to that testimony?

A No.

Q So if I asked you the same questions today, would your answers be the same?

A Yes.

Q And did you have any exhibits with that direct testimony?

A Yes.

Q And that would be KWD-1 and KWD-2; correct?

A Correct.

MS. MASTERTON: Okay. And, Madam Chairman, at this time I would ask, I guess, first that Mr. Dickerson's testimony be entered into the record as though read.

CHAIRMAN EDGAR: The prefiled testimony will be entered into the record as though read. That is the direct testimony.

MS. MASTERTON: Okay. And, and then also the Exhibits KWD-1 and 2 be marked for identification.

CHAIRMAN EDGAR: And that will be 20 and 21.

(Exhibits 20 and 21 marked for identification.)

BY MS. MASTERTON:

Q Okay. And then, Mr. Dickerson, are you the same Kent W. Dickerson that filed surrebuttal testimony consisting

initially of 11 pages in this docket?

A Yes.

Q And other than the portions of the testimony that were stricken by the earlier ruling, do you have any changes to that testimony?

A No.

Q Okay. So if I asked you the same questions today, with the changes that were made by the ruling, would your answers be the same?

A Yes.

MS. MASTERTON: So at this time, Madam Chairman, I would ask that Mr. Dickerson's surrebuttal testimony be entered into the record as though read.

CHAIRMAN EDGAR: The surrebuttal testimony will be entered into the record as though read with the deletions according to my prior ruling.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

KENT W. DICKERSON

Q. Please state your name, occupation and business address.

A. My name is Kent W. Dickerson and I am employed by Embarq Corporation in the capacity of Director – Cost Support. My business address is 5454 W. 110th Street, Overland Park, KS 66211. In that capacity I am responsible for directing Embarq's activities relating to developing and implementing economic cost study methods and practices designed to provide information useful in analyzing the costs of network components, and retail and wholesale services.

Q. Please describe your educational background and business experience.

A. I have 21 years of experience with Embarq and its predecessor, Sprint's Local Telephone Division, having joined United Telephone Midwest Group (ultimately an Embarq subsidiary) in September, 1985 as a Staff Accountant in the Carrier Access Billing area. Thereafter, I moved through a progression of positions and responsibilities within the Finance and Regulatory departments.

Since 1994, I have managed a work group which performs economic cost of service studies for retail and wholesale services, Unbundled Network Elements (UNEs) and specialized cost recovery programs (e.g. Federal number portability, Federal and

State High Cost Assistance Programs). I received a Bachelor of Science degree from the University of Missouri – Kansas City in 1981 with a major in Accounting. I am a Certified Public Accountant in the State of Missouri. Prior to joining Embarq, I was employed as a Corporate Income Tax Auditor II for the Missouri Department of Revenue and also worked for Kansas Power and Light (now Western Resources) in the Tax and Internal Audit areas.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to support Embarq's position requesting a waiver of its carrier-of-last-resort obligations in the Treviso Bay development under the provisions of section 364.025(6)(d) of the Florida Statutes. My testimony provides the following:

1. An explanation of the physical layout and engineered construction of telephone plant that would be required in order for Embarq to offer voice telephone service to the various customer and building locations within the Treviso Bay development where no Embarq facilities currently exist.
2. A financial analysis which demonstrates the negative and unworkable financial results which Embarq will predictably incur, unless it is granted the requested waiver of its carrier-of-last-resort obligations in the Treviso Bay development under the provisions of section 364.025(6)(d) of the Florida Statutes.

Q. Please describe the telephone plant construction required for Embarq to offer voice telephone service within Treviso Bay.

A. To assist in explaining the construction of new telephone plant required unless Embarq's waiver is granted, I have prepared an aerial map exhibit (Exhibit KWD-1) attached to this testimony and will reference it in my description. Under the COLR obligations, Embarq would be required to place enough facilities within Treviso Bay to provide service to every subscriber regardless of what the realistic expected penetration rates are for Embarq's services. Were Embarq to be required to construct facilities to offer voice service within the Treviso Bay development the Central Office switch used would be Embarq's existing central office 5ESS switch located at [redacted] (CLLI NPLSFLXCDS0). As depicted by the yellow line on the aerial map exhibit, individual fibers within an existing fiber cable, which routes 12,000 feet from the central office switch to the entrance of Treviso Bay, would be used. From this point, Embarq would have to construct a new fiber cable for approximately an additional 6,000 feet in order to complete a fiber cable connection between the switch and a newly placed Digital Loop Carrier device.

As just mentioned a new Digital Loop Carrier device would be required in accordance with the 12,000 feet Carrier Serving Area industry engineering standards. Embarq would then need to construct copper cable connections from the centrally located DLC device to each of the distribution areas indicated on the aerial map. Finally, Embarq would be required to construct drop wire and NIDs at each customer

location and connect the drop to a pair of copper distribution cable wires to complete a voice path between the central office switch and each customer location.

Q. Based on the construction requirements you have described, and the acts described in the testimony of Michael DeChellis, is the construction of voice telephone plant within Treviso Bay economic?

A. No. In order to understand the financial viability of being required to construct the necessary voice telephone network just described, I have prepared the attached exhibit KWD-2. This exhibit provides a standard financial analysis of the Net Present Value (NPV) of cash flows over a 20-year period, thereby demonstrating the grossly unworkable finances (i.e. negative cumulative cash flows of $[redacted]) were the Commission to deny the relief requested by Embarq. The NPV of cash flow analysis reflects incremental capital construction of $[redacted] over the first 6 years reflective of the developer's plans to construct 1200 customer locations during this same period. Additionally, the analysis reflects the consumption of $[redacted] existing capital in the form of existing fiber cable, switch termination equipment and interoffice transport network bandwidth consumption for carrying voice traffic.

Key to the analysis is the expected [redacted]% voice service penetration discussed in the Testimony of Mr. DeChellis. The revenue assumed in my analysis is likely optimistic at best in that it assumes this [redacted]% of customers who purchase Embarq's services will purchase higher end bundles of voice services at the average Embarq penetration experience for the overall Naples market. Similarly, both the revenue per

customer buying stand alone residential service and an average amount of a la carte features, as well as the revenue per customer purchasing a bundle, were set based on the actual average experience for each from the Naples market.

The retail costs of serving these customers was set based on Embarq Florida specific experience and data, as was the maintenance costs of the telephone plant. Despite these generous assumptions, the revenue generated from the expected [redacted]% customer penetration is, predictably, grossly insufficient for Embarq to recover its capital costs and incremental operating expenses and instead yields negative NPV cash flows for each year, twenty years into the future.

I would note the analysis does not include additional, predictable negative cash flow impacts from such realities as customer churn and future price declines in voice services. Thus, given the ease and magnitude with which these unworkable negative financial results (i.e. negative NPV of cumulative cash flows of $[redacted]), are conservatively demonstrated, it is inconceivable that Embarq will ever realize the financial paybacks necessary to justify the incremental invested capital of $[redacted] and associated operating expenses.

Q. Does this conclude your testimony?

Yes.

BEFORE THE PUBLIC SERVICE COMMISSION

SURREBUTTAL TESTIMONY

OF

KENT W. DICKERSON

Q. Please state your name and business address.

A. My name is Kent W. Dickerson and I am employed by Embarq Corporation in the capacity of Director – Cost Support. My business address is 5454 W. 110th Street, Overland Park, KS 66211.

Q. Are you the same Kent W. Dickerson who filed Direct Testimony on behalf of Embarq in this case?

A. Yes.

Q. What is the purpose of your Surrebuttal Testimony?

A. While the filing of surrebuttal testimony was not specifically authorized in the Order on Procedure, I believe it would benefit the Commission for Embarq to respond to certain points raised by Mr. Wood in his Rebuttal Testimony filed on behalf of Treviso Bay Development, LLC. Specifically, I will respond to Mr. Wood's misinterpretation of the basis for Embarq's request for the relief, lest the Commission be misled by Mr. Wood's implications that the whole competitive landscape of Florida is impacted by what, in fact, is a waiver petition based on the facts and circumstances of a single development.

In addition, I will respond to Mr. Wood's alternative cost analysis and financial conclusions.

Granting Embarq's Petition does not threaten or harm Universal Service

Q. What are the goals of universal service as defined in the Florida Statutes?

A. Section 364.025 defines Universal Service to mean an "evolving level of access to telecommunications services that, taking into account advances in technologies, services, and market demand for essential services, the commission determines should be provided at just, reasonable, and affordable rates ..." The law goes on to tie these expressed goals of Universal Service to the carrier of last resort obligation. For example, subsection (2) of 364.025 reads, "The Legislature finds that each telecommunication company should contribute its fair share to the support of the universal service objectives and carrier-of-last-resort obligations." Paragraph (4)(a) reads, Prior to January 1, 2009, the Legislature shall establish a permanent universal service mechanism upon the effective date of which any interim recovery mechanism for universal service objectives or carrier-of-last-resort obligations imposed on ...", Subparagraph (4)(c)(5) reads "After January 1, 2001, a competitive local exchange telecommunications company may petition the commission to become the universal service provider and carrier of last resort ..."

Q. How does the carrier of last resort obligation relate to the goals of universal service?

A. The goals of Universal Service and the Carrier of Last Resort (COLR) obligation are indisputably linked. That is, the existence of COLR obligation is to ensure Universal

Service goals and objectives are met.

Q. Will Comcast's digital voice service be available to the residents of Treviso Bay?

A. Yes. [redacted] plans for aggressively expanding the availability of its voice telephone services to its customers. On a national level, Comcast's recent release of its 2006 financial report prominently features the success it is having with its Comcast Digital Voice (CDV) telephone service (see Exhibit KWD-3). Driven by the success of their "Triple Play" offering of video, Internet and voice service, each offered for $33 per month for 12 months, Comcast announced significant increases in its revenue generating units. Specifically for CDV, Comcast report additions of over 1.5 million new customers for the service in 2006, compared to 290,000 in 2005. Further, in a presentation to the UBS Global Media and Communications Conference on December 7, 2006, Comcast reported that CDV was expected to be marketable to 80% of its customers by year-end 2006 and 90+% of its customers by year-end 2007 (see Exhibit KWD-4 pg 21). Clearly, Comcast has committed significant resources to the growth of its voice telephone service has publicly committed to the financial community its plans for nearly ubiquitous availability of its service in the very near term.

In addition, local Comcast officials in Florida have also communicated publicly the commitment of the company to the provision of its voice service to the Collier County area of which Treviso Bay is a part. In a newspaper article from the Naples News on August 24, 2005 (see Exhibit KWD-5) describing Comcast's launch of digital voice [redacted]

manager for Comcast Southwest Florida, is quoted at stating that Comcast's digital voice service will be immediately available in about 80% of the areas in Collier County and all of Bonita Springs. The article further quotes Mr. Schweber as stating that "everyone in the two counties should be able to subscribe to the service" by the end of 2005. In an article from the Naples News dated October 15, 2005 dealing with Time Warner's announcement of its offer of digital phone service in Lee and Collier counties, Mr. Schweber is again quoted as stating that Comcast's digital phone service has been introduced to 100% of its Collier and Bonita Sprints markets (see Exhibit KWD-6). Further, Mr. Schweber is quoted as stating that if Comcast acquires Time Warner's Florida markets (which has now occurred), Comcast would extend its digital phone service to the former Timer Warner customers. And, the affidavit of Mr. Schweber that Comcast has agreed to submit in this docket in lieu of a deposition is consistent with its public statements regarding the availability of its digital voice services to Collier

Q. So, will the universal service goal of making voice service available be met in Treviso Bay if Embarq is relieved of its COLR obligations?

A. Yes. As the record demonstrates, Comcast will offer its retail digital voice service to the residents of Treviso Bay, at day one. In addition, residents will have access to voice service from competing VoIP providers via the broadband network each resident will be required to purchase under the bulk agreement that the developer has entered into with Comcast. Finally, wireless service will be available in the development from the numerous providers that serve the Collier County area. The accompanying result is

there is no practical need or justification to require Embarq to construct and operate a duplicative and uneconomic network and provide service within Treviso Bay under a COLR obligation, when the purposes of that obligation will already have been satisfied via the competitive alternative that will be available in Treviso Bay.

Q. Would the granting of Embarq's COLR relief petition in Treviso Bay set the wide sweeping precedent and threat to Universal Service that Mr. Wood attempts to attach to it in his testimony?

A. No. Embarq's petition is filed under section 364.025(6)(d) which allows a local exchange telecommunications company to "seek a waiver of its carrier-of-last-resort obligation from the commission for good cause shown based on the facts and circumstances of provision of service to the multitenant business or residential property." The facts presented in Embarq's petition, including the existence of Comcast's exclusive data and video service arrangement, coupled with Comcast's ability and intent to offer its retail digital voice service within Treviso Bay, and the negative economic consequences to Embarq to meet an unnecessary COLR obligation, (absent the requested COLR relief), are all specific to the costs and circumstances surrounding Embarq's provision of voice services only to Treviso Bay.

Any potential future COLR relief petition sought by Embarq, or any other local exchange company, under section 364.025 (6)(d) would require a similar examination of the specific facts pertaining to the geography and service availability at the specific development underlying the petition. Absent an assurance that the goals of Universal

Service were otherwise met, (as is clearly the case in Treviso Bay), the Commission would simply deny the petition.

Granting Embarq's Petition does not harm Competition

Q. In his testimony, Mr. Wood also argues that granting Embarq's requested COLR relief within Treviso Bay will harm competition. Do you agree?

A. Not at all. I believe the opposite is the case in that competition will actually be harmed if Embarq's petition is ***not*** granted. The very basic tenets of finance and economics hold that, in order for any firm to be an effective competitor and competitive force, it must be financially and economically sound or it will cease to exist in the long run. Uneconomic forms of competition cannot exist beyond short periods of time, absent a subsidy source which is sustainable and outside of the eroding forces of competitive markets. To support its petition, Embarq has included a net present value (NPV) of cash flows analysis, which demonstrates the unworkable economic losses Embarq would incur in Treviso Bay absent the requested COLR relief. These losses are conservatively projected to continue 20 years into the future as a result of the demonstrably low customer penetration expected for Embarq's voice service, and the zero penetration of data or video services. These penetration estimates reflect the overwhelming competitive and economic advantage Comcast will enjoy under its contractually guaranteed 100% video and high speed data service penetrations and its ability and intent to offer its retail digital voice service in Treviso Bay.

Q. How does the negative economic impact Embarq projects in Treviso Bay affect competition?

A. The public policy goals for the benefits of competition will never result from requiring one competitor to suffer economic and financial losses stemming from the forced construction and operation of a voice network in a market already predictably cornered by another provider who is guaranteed 100% of the sales for two key consumer products (i.e. video and high speed data). Requiring any provider, including Embarq, to incur competitive losses in such a market only weakens that provider's financial ability to compete effectively in open markets elsewhere. Under the facts and circumstances of Treviso Bay, absent the requested relief Embarq is left to either absorb financial losses or attempt to recover them from customers elsewhere in its serving area, thus creating a downwardly decreasing ability to remain financially viable, and requiring higher prices to different set of customer outside of Treviso Bay (further harming Embarq's ability to compete for and retain those customers). This is hardly an effective, sustainable or beneficial form of competition.

The residents of Treviso Bay will be able to purchase voice communications from Comcast and will also have alternative VOIP voice service providers and multiple choices for wireless voice service. Forcing an unnecessary COLR obligation upon Embarq within Treviso Bay, resulting in financial losses and harm to Embarq and ultimately to the customers it serves, is not an effective or sustainable form of competition which benefits consumers.

Embarq's NPV of Cash Flows

Q. Starting at page 26 of his testimony Mr. Wood begins a series of Q&As pertaining to the NPV of cash flows analysis presented in your direct testimony. Do you agree with Mr. Wood's criticisms and conclusions?

A. Of course I do not, but more importantly I can easily explain why Mr. Wood is incorrect. Looking first at Mr. Wood's criticisms regarding Embarq's [redacted]% voice service penetration projection at page 26 of his testimony, he complains that Embarq's market share data analysis does not ensure "...the "right" answer for the Treviso Bay area will be [redacted]%".

Embarq agrees that this estimate might not prove to be precisely the "right" answer given it is projection of a future outcome (which Embarq hopes to never suffer). It is extremely telling however, that [redacted] market penetrations provided in the "Embarq – Florida Market Share Analysis Summer 2006" table (see Embarq response to Staff Date Request 3) [redacted]! Thus it is not necessary, or even advisable to identify what the exact penetration of Embarq's voice only services might be, absent the requested COLR relief, [redacted] result in negative, and harmful economic losses to Embarq. Obviously Embarq is convinced of this negative result, or it would have gladly gone forward with the construction and operation of a profitable network in Treviso Bay.

Q. On page 32, line 21, Mr. Wood claims that Embarq's NPV of cash flows analysis is "suspect" because it produces a negative NPV at year 10 using a 100% penetration assumption. Is Mr. Wood's conclusion correct?

A. Not at all. Mr. Wood's testimony indicates his apparent lack of understanding of the general realities of a wireline carrier's financial returns for serving residential customer markets.

First, Mr. Wood conveniently does not mention that his hypothetical 100% penetration NPV run produces a positive result somewhere between year [redacted]

Second, Mr. Wood makes further erroneous claims that this [redacted] year NPV payback period exceeds the useful life of the underlying assets. In reality, the bulk of these fiber and copper cable assets, when deployed in markets sufficiently open to competition, will be economically and physically useful well beyond [redacted] years. Mr. Wood also ignores that Comcast's 100% bulk contract of high speed data and video results in no revenue or cash generation for Embarq from these services, which further explains why the NPV payback period falls between [redacted] years.

Q. Are there other errors evidenced in Mr. Wood's calculations?

A. Yes, several. Mr. Wood claims that customer density of the Treviso Bay development is

2000 lines per mile. In fact the customer density is only 600 lines per mile when accurately reflected against the true land mass that the Treviso Bay development encompasses (see Exhibit KWD-1 which shows the entire Treviso Bay development area of approximately 2 square miles and 1200 planned residential units.) I would also point out that the loop lengths required to serve the entire development which stretches nearly 2 miles from north to south exceed 4.5 miles.

Mr. Wood is also incorrect in his claim that the fiber and copper loop network design underlying the network cost estimates is ".. a more expensive, data capable network...". Even prior to the advent and popularity of consumer data products such as DSL, there has always been a distance-based economic breakpoint at which loops become cheaper to construct using a combination of fiber feeder cable, DLC electronics and copper distribution cable, compared to a network constructed of 100% copper cable. This distance breakpoint has become shorter over time, and particularly in the very recent past, due to the dramatic cost increase of copper cable vs. fiber cable. Additionally, Mr. Wood ignores the real world cost efficiencies inherent in the cost estimates stemming from the efficient utilization of Embarq's existing 12K ft of fiber cable that currently passes by the entrance of the Treviso Bay development.

In summary, the combination fiber, DLC and copper cable network design underlying Embarq's estimated construction costs are less costly than if Embarq had estimated costs based on an antiquated all copper cable network design serving an average loop length of 4.5 miles (note load coils would also be required at an additional cost).

Summary

Q. Please summarize your Surrebuttal testimony?

A. The facts in this case show good cause to grant Embarq's requested COLR relief in Treviso Bay. The evidence confirms that the residents of Treviso Bay will have the opportunity to purchase voice service from Comcast at day one of occupancy and will additionally be able to choose from alternative VoIP providers and numerous wireless providers. Thus, the Universal Service goal of ensuring the availability of voice service is satisfied and the accompanying COLR obligation is no longer required or appropriate. Embarq has demonstrated, using reasonable and factual evidence, that its prospects for positive financial returns in the Treviso Bay development are effectively nil. Contrary to Mr. Wood's dire predictions, granting Embarq's petition provides COLR relief only to Embarq only based on the specific facts and circumstances of the Treviso Bay development. It in no way constrains the Commission's discretion to rule on any future potential requests for COLR relief until specific facts and circumstances brought forward by a prospective petitioner at some future point.

Q. Does this conclude your testimony?

A. Yes.

BY MS. MASTERTON:

Q Mr. Dickerson, have you prepared a summary of your testimony?

A Yes, I have.

Q Would you please give that summary now?

A Yes.

Good morning, Commissioners. Treviso Bay and Comcast have entered into a contractual arrangement whereupon Comcast will enjoy 100 penetration to every occupant within Treviso Bay of its high-speed data and video services. Additionally, Comcast has acknowledged both its ability as well as its intent to offer its digital voice telephone service to each and every one of those same video and high-speed data customers. So it would be my belief that the practical intent of the statute's COLR obligations and intentions for the universal availability of affordable voice service has been met.

Conversely, Embarq will require approximately $1.2 million in incremental capital construction in order to have a service, a voice-only service available to the residents of Treviso Bay absent the requested COLR relief in the petition.

The overwhelming customer relationship and marketing advantage enjoyed by Comcast as a direct result of its 100 percent bulk agreement for high-speed data and video makes Embarq's prospects for sales of voice-only service predictably

very low. And the combined consequence of a $1.2 million capital spend requirement with extremely low prospects for sales is that it is uneconomic and it results in negative net present values of cash flows for all foreseeable future. And I would point out that there is a wide range of penetrations and prices that produce that same result. So handwringing over what the precise penetration of our dismal amount of sales is going to be, you can nearly double what we believe the ceiling is for our likely sales and still reach a conclusion that this is an uneconomic venture for Embarq. So to absolutely predict the future is never a certain outcome, but one of the chief techniques in business case analysis is to do sensitivity analysis, which I have done, and none of these outcomes produce a green light that this is a sound business opportunity.

Now Mr. Wood has attempted to attach broad sweeping fears and consequences of the possible granting of Embarq's petition, and that is factually incorrect. Embarq's petition is limited to Treviso Bay. The statute that it's allowed under is specific to the facts and circumstances presented in this case. It cannot impact existing service territory and it cannot determine the future outcome for any other greenfield situations.

Now you cannot create effective and beneficial competition by forcing Embarq to realize economic losses within Treviso Bay under a COLR obligation that has already been

satisfied, and I touch upon that further in my surrebuttal.

And so finally the combination of a satisfied COLR intent under the legislation combined with the demonstrated unworkable economics for Embarq constitute a showing of good cause that Embarq should not be required to construct and operate an uneconomic network to offer a duplicative voice-only service that's already available to the residents of Treviso Bay. Thank you.

MS. MASTERTON: And, Madam Chairman, once again, Mr. Dickerson's testimony involves confidential information that I'm going to distribute. Thank you.

CHAIRMAN EDGAR: Thank you.

Yes. Commissioner Carter for a question.

COMMISSIONER CARTER: Thank you, Madam -- thank you, Madam Chairman. I just wanted to ask this before I forget it.

I was listening to you, Mr. Dickerson. Did you say that the carrier-of-last-resort obligation has been met by Comcast in this matter? Is that what you're saying?

THE WITNESS: I said that I believe the practical intent of the statute's carrier of last resort has been met.

COMMISSIONER CARTER: Which is to say that Comcast has met the carrier-of-last-resort requirement in this community.

THE WITNESS: Yes. Yes, sir.

COMMISSIONER CARTER: That's what I thought you said.

Thank you.

MS. MASTERTON: I'm sorry, Madam Chairman. Mr. Dickerson is now tendered for cross-examination.

CHAIRMAN EDGAR: Thank you.

Mr. Wright?

MR. WRIGHT: Thank you, Madam Chairman. I have no questions for this witness.

CHAIRMAN EDGAR: Are there questions from staff?

MR. FUDGE: Yes, Commissioner.

CROSS EXAMINATION

BY MR. FUDGE:

Q I'd like to refer you to Bate stamp Page 54, staff's second request for production of documents.

A Okay.

Q Are you familiar with that request?

A Would this be the Pelican Marsh and Quail West?

Q Yes.

A Yes.

Q Okay. Since you are familiar with those developments, would you agree, subject to check, that those developments are gated golf course communities?

MS. MASTERTON: Madam Chairman, I just want to make an objection for the record. I'm not going to ask that the staff not go forward with their questions, but I just wanted to note that there's really been no proper foundation built for

the meaning of the bills and what, you know, what subdivisions they're from. There's really nothing in the record that addresses that, and I don't believe that making assumptions based on that is proper. But I'd note that objection in the record, but would ask the staff to continue with their questions. Thank you.

CHAIRMAN EDGAR: Okay. Ms. Masterton's objection is noted for the record.

Mr. Fudge.

MR. FUDGE: Thank you.

THE WITNESS: Yes. But I would have to note several important differences to Treviso Bay.

First and foremost, neither one of those developments contain a 100 percent bulk agreement to an Embarq competitor that effectively boxes it out of providing bundled services, video services, high-speed data services and bundling those with its voice service. So that's the first and most obvious distinct difference.

Another one would be that Quail West is distinctly different than Treviso Bay. The demographics and the real estate values of Quail West are much higher than Treviso Bay, multiple times higher. The consequence of that would be any service penetrations or revenue streams realized from analyzing those bills are not predictive of Treviso Bay.

BY MR. FUDGE:

Q Okay. But in staff's -- in your response to staff's discovery you said they were too voluminous and staff went over and reviewed the bills; is that correct?

A I'm sorry. What was your question?

Q In response to your discovery -- in response to our discovery request you said that the actual phone bills were too voluminous, so staff went over there and reviewed these bills itself; is that correct?

A Yes, that's my understanding. I wasn't present when they reviewed them, but it's been relayed to me that staff went on-site and reviewed the bills. I have also done that myself, and the revenue per line result of my analysis totally supports my net present value analysis. It would also demonstrate that the bundle penetration used in my analysis was, frankly, conservative to what you would see in those bills and that the bills actually showed a lower bundle penetration. But, in fact, the revenues per line and the bundle penetrations in my analysis of the bills totally supports the net present value analysis that I filed as KWD-2.

Q So is it your position that the average revenue for these two communities and Treviso Bay are somewhat similar?

A The average revenue per line is very similar. The penetration of service is not similar, and I've made the point already why that wouldn't be helpful or instructive as to

what's going to occur in Treviso Bay in the least. It lacks the first and obvious criteria that's present in Treviso Bay being the 100 percent penetration contract to an Embarq competitor who will also be offering voice service.

Q And your answer that the penetration is different, is that because in these two communities the number of access lines is greater than what you would project in Treviso Bay because of that agreement?

A Embarq's penetration of selling any of its services including voice in Pelican Marsh and Quail West would be, is much higher and would be much higher than what could reasonably be expected to occur in Treviso Bay because of the lack of the 100 percent bulk agreement that exists within Treviso Bay.

Comcast has every customer that exists in Treviso Bay the day they move in. They've already sold them two of their most prominent services and they already have acknowledged their intent to be right there offering their voice service.

Q Okay. Now I would like to draw your attention to the Devcon agreement that we covered a little bit earlier.

CHAIRMAN EDGAR: Mr. Fudge, if I may just break in for a moment.

MR. FUDGE: Sure.

CHAIRMAN EDGAR: Hold that thought.

Commissioner Carter, did you have a question?

COMMISSIONER CARTER: Thank you, Madam Chairman.

Mr. Dickerson, you remember I asked you about the carrier of last resort, Comcast, do you remember that?

THE WITNESS: Yes, sir.

COMMISSIONER CARTER: You've been here all day.

THE WITNESS: Yes, sir.

COMMISSIONER CARTER: You heard earlier this morning, I think someone said there's about 1,200 units within that development, Treviso Bay.

THE WITNESS: Yes, sir.

COMMISSIONER CARTER: And I think you said in your testimony that this is not economically viable for Comcast -- Embarq, rather, as the carrier of last resort.

THE WITNESS: That's correct.

COMMISSIONER CARTER: And so basically I'm trying to get a focus on how can this be economically viable for Comcast when it's not economically viable for Embarq as the carrier of last resort.

THE WITNESS: Okay.

COMMISSIONER CARTER: I just, I don't understand that when you consider that you have the entire territory and you just have this one carve-out for a 1,200-unit subdivision.

THE WITNESS: Okay.

COMMISSIONER CARTER: Can you explain, help me understand that, please?

THE WITNESS: Yes, sir. Any network build-out

requires a certain fill on it to be economic. You spend your money, you construct a network, and you have to then attract enough revenue-producing customers onto that network to cross over from being negative to positive in terms of your cash flows and ultimately your profitability.

Comcast will construct a network to every one of the 1,200 residents and they will get a guaranteed revenue stream from every one of those for video. They will get a guaranteed revenue stream from every one of those for high-speed data. They will offer under their highly touted Triple Play, which they quote on -- their investor website says, "Triple Play changes everything." They say it over and over again. They will offer a fully featured voice, digital voice service for $33 as an add-on. That's their nationwide offering. They call it Triple Play. So they'll be out there offering voice service incrementally to their already profitable venture of high-speed data and video to those same customers.

Now Embarq's situation is absent the COLR relief it has to have service available to every one of those 1,200 residents. Now the only way that the reality of building and constructing distribution networks to each home, at the time the trench is open we cannot expect to predict which of 1,200 customers might buy our service. So we have to -- if we're going to have to be there, we're going to have to construct while the trench is open facilities to every one of

the 1,200 homes because you cannot, no one could predict in an open market which of those customers are going to buy my service and which aren't. And, frankly, as people move in and out of the homes, one of the homes that yesterday might not have been buying your service could be the home that tomorrow is the one that wants to buy your service. So you've got to have facilities to all of them.

Additionally, the way you construct a network, you have to construct all your facilities to the entrance of the network day one. And then you can match and defer some of your investment and your construction until somebody has ordered your service, and that would be like your drops and NIDs. And all of this is accurately reflected in my net present value.

So I spend $1.2 million in incremental capital, I consume $100,000 of existing capital, which was some cable I already had that was running from my central office to the entrance of the development. And then in practical terms the projected number of customers who would buy Embarq's service, which is priced higher than Comcast's Triple Play -- our full, our comparable fully featured voice package is higher priced than their $33 Triple Play for voice add-on. So it's highly predictable that we would have a low penetration of our service.

And then the practical result in my net present value is our cash flows never turn positive. You spend $1.3 million,

effectively about half of that in the first year to two years, about all of it in the first six years, and then you wait for customers to buy your service at a predictively low sales rate. You never recoup your money is the short of it. And so the reason why we are uneconomic is because we are shut out. Embarq sells video service through its dish resale, Embarq certainly sells high-speed data through its DSL services, and it certainly sells fully featured voice. We are shut out of two-thirds of that already at day one due to the bulk contract. And so we will have much lower sales versus the 100 percent sales that Comcast already enjoys under the bulk agreement. That results in wildly successful economics for Comcast and failed economics for Embarq.

COMMISSIONER CARTER: Another one, please.

The -- wildly successful for Comcast you said.

THE WITNESS: Yes.

COMMISSIONER CARTER: Now did you -- in your analysis did you determine what it would cost Embarq? Because this is a footprint, a geographical area.

THE WITNESS: Yes.

COMMISSIONER CARTER: To work around -- in your service area you've got this footprint of 1,200 homes right in the middle. How much does it cost you to wire around that versus putting the infrastructure in place now based upon what you're saying that anticipating at a later date customers could

change their mind? Have you done that analysis? How much more does it cost to go around the development because you don't have any customers there, as you said, versus putting the infrastructure in place now, anticipating in the future that customers may change their mind, the neighborhood may change? Have you done that analysis?

THE WITNESS: Well, I believe I've done analysis that speaks to what you're asking about, Commissioner Carter.

COMMISSIONER CARTER: What did you find?

THE WITNESS: Well, in my analysis I reflected the efficient utilization of cable that has already been placed within the vicinity of Treviso Bay. So $100,000 of my $1.3 million in capital requirement utilizes 1,200 feet of fiber that's already, as you say, around Treviso Bay.

Now all of the additional requirements, the $1.2 million, are for distribution and electronics to serve specifically Treviso Bay. They would not be useful for any other territory surrounding Treviso Bay. So either you spend that because you have to provide service availability to Treviso Bay or you don't. Those investments cannot be leveraged to locations outside of Treviso Bay because of the physical properties; my cable has to connect to your home and either it does or it doesn't. So where the investments can be leveraged to other developments outside of Treviso Bay, my analysis acknowledges it and acknowledges those efficiencies

and realities. Where the investments would only connect to the occupants of Treviso Bay, my analysis accurately reflects that reality as well.

COMMISSIONER CARTER: Just one itty-bitty follow-up because you said that in the future there could be a change. In your testimony, in your cross-examination you said there could be a change where people could go from Comcast, go back to Embarq. Right? Remember that when you were talking about that?

THE WITNESS: Yes, sir.

COMMISSIONER CARTER: So the question I asked, you said it's going to be roughly $1.3 million to go into that neighborhood and do that; right?

THE WITNESS: Right.

COMMISSIONER CARTER: So later on if a customer decides that they want to be an Embarq customer versus a Comcast customer, you're still going to have to pay the $1.3 million, aren't you, unless you decide that you won't provide the service?

THE WITNESS: If we -- absent the COLR -- I'm sorry.

COMMISSIONER CARTER: Unless you decide that you don't want to provide the service.

THE WITNESS: Well, absent the COLR relief, you're correct. If we don't get the COLR relief and we have to provide service and we have to provide service in the same

manner as we normally do via our wireline network, then we would have to incur the $1.3 million. And at that point we would simply operate in a damage control environment. We would try and attract as many customers as we could.

But I would note my net present value reflects that assumption. It assumes that we're operating in that environment. It assumes that we do the best we can to fill up our network with as many customers as we can optimistically think we could attract, given that we've already lost two-thirds of our sales opportunity, given the overwhelming advantage that Comcast has of having a service relationship to you, let's say, taking you as a resident of Treviso Bay, you would already have a purchase relationship with Comcast for video and high-speed data, and so their ability to market to you and attract you to their $33 fully featured voice product is what we believe is an overwhelming advantage and, therefore, does not allow us to attract sufficient numbers of customers which we can only sell voice to in the first place. No one is logically going to pay twice for video service. No one is logically going to pay twice for high-speed data. So the only thing we can sell to you is voice anyway, and I don't think it's -- I think it's easily predicted that we would have low sales, and that's what my analysis has shown.

I would emphasize again, as I did in my summary, that you can, you can put a higher, more optimistic view for sales

of our voice-only service into my net present value analysis and still conclude that it's an uneconomic venture for Embarq.

When I say it's negative, the cash flows are negative clear out 20 years into the future and it's a big negative number. It is in the hundreds of thousands of dollars of still unrecovered cash, cash out the door versus cash in the door. So this thing is not a loser by a small margin, it's a landslide of a loser.

All back to why would we do this if the argument is it's under a COLR obligation? Well, the residents, every one of those residents has access to voice service. And so, you know, that is the basis of our case is that the residents have access to voice service and it's woefully uneconomic and unproductive. You know, there's no societal benefit to requiring Embarq to throw $1.3 million, as I phrase it, down a rat hole when we could have taken $1.3 million and provided services to somewhere else where we have a fighting chance of recovering those investments.

And to take it to the customer perspective, if customers are uninterested in buying our service within Treviso Bay, why -- they don't benefit from us spending $1.3 million to provide a network service that they won't even purchase.

COMMISSIONER CARTER: Thank you, Madam Chair.

CHAIRMAN EDGAR: Mr. Fudge.

MR. FUDGE: Thank you.

BY MR. FUDGE:

Q If you turn to Bate stamp Page 264, the Master Monitoring Agreement.

A Yes, I'm there.

Q Okay. Are you familiar with this agreement?

A I've looked at it.

Q Okay. At the bottom of Page 264 there's an exclusivity provision. Would you mind just reviewing that.

A Okay.

Q Isn't it true that Devcon has the exclusive right to monitor any alarm system in any of the residences for Treviso Bay?

A Yeah. But that's just monitoring the alarm circuit itself. It doesn't say anything about where the connection to their monitoring station comes from.

Q Okay. And if you go to, turn to the next page entitled "Monitoring Fee," and is it clear that the association would be paying Devcon for alarm monitoring?

A Yes.

Q Isn't it also true that the association is obligated to pay Devcon for all residences once a certificate of occupancy has been issued regardless of whether the particular residence has signed a monitoring contract with Devcon?

A Yes. I'm a little lost as to how this would be

relevant to our petition. It doesn't foreshadow any revenue streams accruing to Embarq. But you're correct, it does highlight revenue streams accruing to Devcon.

Q Well --

CHAIRMAN EDGAR: Mr. Dickerson, if you would, just answer the question as it's asked, please.

Mr. Fudge.

MR. FUDGE: Sure.

BY MR. FUDGE:

Q Earlier we covered the, the waiver that Devcon requires customers to sign if they choose to use VoIP or wireless or another service besides landline; is that correct?

A It was wireless is what we specified.

Q But the agreement also included VoIP service.

A Where is that in the agreement, if you would?

Q 263.

A 263. Okay. It is, it is wireless communications that this release is focusing on. Under A in bold print it says, "Wireless Communication." And everything that follows is under the "A" in bold print of wireless communication.

The one reference to Voice over Internet Protocol is in a sentence that starts, "The subscriber acknowledges that wireless communications, whether through cellular, radio or VoIP technology, may be unpredictable," so on and so forth. So this is all relative to wireless, which is not the technology

that Comcast is using.

Q What about the last paragraph which regards the failure of the alarm service or VoIP service to transmit the alarm system? Is it your position that it still pertains to the wireless service?

A Yes. It's still under the heading of "A" in the bold heading of "Wireless Communications."

MR. FUDGE: All right. Thank you, Mr. Dickerson.

THE WITNESS: Yes, sir.

CHAIRMAN EDGAR: Ms. Masterton.

MS. MASTERTON: Embarq has no redirect.

CHAIRMAN EDGAR: Okay. Exhibits.

MS. MASTERTON: Yes. At this time, Madam Chairman, I'd like to move KWD-1 and KWD-2, which I believe are 20 and 21; is that correct?

CHAIRMAN EDGAR: Yes, ma'am.

MS. MASTERTON: Into the record.

CHAIRMAN EDGAR: Exhibits 20 and 21 will be entered into the record.

(Exhibits 20 and 21 admitted into the record.)

CHAIRMAN EDGAR: The witness is excused. Thank you.

THE WITNESS: Thank you.

CHAIRMAN EDGAR: Let's take, let's take about a ten-minute break, and then we will come back and call the next witness.

(Recess taken.)

CHAIRMAN EDGAR: We will go back on the record.

Mr. Wright, your witness.

MR. WRIGHT: Thank you, Madam Chairman.

Treviso Bay Development would call Don J. Wood.

DON J. WOOD

was called as a witness on behalf of Treviso Bay, and having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. WRIGHT:

Q Mr. Wood, you have been sworn, is that correct?

A Yes, sir, I have.

Q Thank you. Would you please state your name and business address for the record?

A Yes. My name is Don J. Wood. My business address is 30000 Mill Creek Avenue, Suite 395, Alpharetta, A-L-P-H-A-R-E-T-T-A, Georgia.

Q Thank you. And you are the same Don J. Wood who prepared and caused to be filed in this proceeding direct testimony consisting of 36 pages?

A Yes, sir.

Q And you also prepared and caused to be filed with that testimony exhibits denominated DJW-1 through 4, is that also correct?

A That's right.

Q Thanks you. Do you have any changes to make to your prefiled direct testimony?

A No, I don't.

Q If I were to ask you the same questions today, would your answers be substantively the same as those set forth in your prefiled written testimony?

A They would.

Q And, do you adopt this, then, as your sworn testimony today?

A Yes.

MR. WRIGHT: Madam Chairman, if there are no objections, I would request that Mr. Wood's Direct Testimony be entered into the record as though read.

CHAIRMAN EDGAR: The Prefiled Direct Testimony will be entered into the record as though read.

MR. WRIGHT: Thank you. And I believe it would be appropriate to mark DJW-1 through 4 as, I think, Exhibits 20 through 23.

CHAIRMAN EDGAR: I'm on 22 through 25.

MR. WRIGHT: Thank you very much. I will show them marked for identification as Exhibits 22 through 25.

(Exhibits 22 through 25 marked for identification.)

MR. WRIGHT: Thank you.

Introduction and Qualifications

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Don J. Wood. I am a principal in the firm of Wood & Wood, an economic and financial consulting firm. My business address is 30000 Mill Creek Avenue, Suite 395, Alpharetta, Georgia 30022. I provide economic and regulatory analysis of telecommunications and related convergence industries with an emphasis on economic and regulatory policy, competitive market development, and cost-of-service issues.

Q. PLEASE DESCRIBE YOUR BACKGROUND AND EXPERIENCE.

A. I received a BBA in Finance with distinction from Emory University and an MBA with concentrations in Finance and Microeconomics from the College of William and Mary. My telecommunications experience includes employment at both a Regional Bell Operating Company ("RBOC") and an Interexchange Carrier ("IXC").

Specifically, I was employed in the local exchange industry by BellSouth Services, Inc. in its Pricing and Economics, Service Cost Division. My responsibilities included performing cost analyses of new and existing services, preparing documentation for filings with state regulatory commissions and the Federal Communications Commission ("FCC"), developing methodology and computer models for use by other analysts, and performing special assembly cost studies.

I was employed in the interexchange industry by MCI Telecommunications Corporation, as Manager of Regulatory Analysis for the Southern Division. In this capacity I was responsible for the development and implementation of regulatory policy for operations in the southern U. S. I then served as a Manager in MCI's Economic Analysis and Regulatory Affairs Organization, where I participated in the development of regulatory policy for national issues.

Q. HAVE YOU PREVIOUSLY PRESENTED TESTIMONY BEFORE STATE REGULATORS?

A. Yes. I have testified on telecommunications issues before the regulatory commissions of forty-one states, Puerto Rico, and the District of Columbia. I have also presented testimony regarding telecommunications issues in state, federal, and overseas courts, before alternative dispute resolution tribunals, and at the FCC. A listing of my previous testimony is attached as Exhibit DJW-1.

Purpose of Testimony

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I have been asked by Treviso Bay Development, LLC ("Treviso Bay") to evaluate and provide my professional opinions regarding the policy and economic issues raised by the Petition of Embarq Florida, Inc. ("Embarq") to

be relieved of its carrier of last resort ("COLR") obligations with respect to the Treviso Bay development area.

Q. HAVE YOU REVIEWED EMBARQ'S PETITION AND SUPPORTING INFORMATION?

A. Yes. I have reviewed Embarq's original November 20, 2006 Petition and its December 13, 2006 Amended Petition, the attached direct testimony of Michael J. DeChellis and Kent W. Dickerson, and Embarq's responses to data requests and discovery propounded by Commission Staff and by Treviso Bay. I have also examined the CD ROM produced in response to Staff Data Request No. 10(a) that contains the Excel spreadsheet described in Mr. Dickerson's testimony. I have also reviewed various documents furnished by VK Development Corporation and Treviso Bay in response to data requests and discovery propounded by the Commission Staff.

Q. ARE YOU SPONSORING ANY EXHIBITS TO YOUR TESTIMONY?

A. Yes. My testimony includes the following exhibits:

DJW-1: Curriculum Vitae of Don J. Wood

Exhibit DJW-2: Sprint/Embarq letters to Treviso Bay committing to provide telephone service to Treviso Bay and subdivisions

Exhibit DJW-3: Embarq Press Release

Exhibit DJW-4: *CONFIDENTIAL* Embarq financial analyses with alternative assumptions

Q. IN YOUR OPINION, WHAT ARE THE IMPORTANT FACTS FOR THE COMMISSION TO CONSIDER WHEN EVALUATING THE MERITS OF EMBARQ'S PETITION.

A. There are several facts that are both important and, to the best of my knowledge, undisputed:

1. Embarq is an Incumbent Local Exchange Carrier ("ILEC") that has carrier-of-last-resort ("COLR") responsibilities and obligations under Florida's telecommunications laws.

2. Treviso Bay is a developer that has requested that Embarq provide telecommunications service to its development, known as Treviso Bay, and to specific subdivisions to be located within Treviso Bay.

3. Embarq has responded in writing that it would provide the requested services pursuant to its tariffs.

4. Treviso Bay has done nothing to restrict Embarq's ability to install its telecommunications facilities in the Treviso Bay development for the provision of telecommunications services.

5. Embarq has, in each of the past two years, sought and obtained the Commission's approval for recovery of storm restoration costs, based on its status as an ILEC with COLR obligations.

I understand it to be a fact that Treviso Bay has entered into an exclusive bulk service agreement with Comcast for the provision of video and data services to Treviso Bay, but that Treviso Bay has not entered into any

agreement with Comcast or any other provider for the provision of telecommunications service to Treviso Bay.

Existing COLR Requirements

Q. WHAT IS YOUR UNDERSTANDING OF THE CURRENT COLR REQUIREMENTS FOR ILECS, INCLUDING EMBARQ, OPERATING IN FLORIDA?

A. My understanding of the current requirements is that Florida ILECs are required to provide basic local exchange telecommunications service, within a reasonable time frame, upon the request of any person requesting service. Specifically, §364.025(1), Florida Statutes, states this requirement as follows:

> It is the intent of the Legislature that universal service objectives be maintained after the local exchange market is opened to competitively provided services. It is also the intent of the Legislature that during this transition period the ubiquitous nature of the local exchange telecommunications companies be used to satisfy these objectives. *Until January 1, 2009, each local exchange telecommunications company shall be required to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory* (emphasis added).

Q. DO THE FLORIDA STATUTES DESCRIBE SPECIFIC CIRCUMSTANCES IN WHICH AN ILEC NO LONGER HAS COLR RESPONSIBILITIES IN A GIVEN GEOGRAPHIC AREA?

A. Yes. §364.025(6)(b) states

A local exchange telecommunications company obligated by this section to serve as the carrier of last resort is not obligated by this section to provide basic local telecommunications service to any customers in a multitenant business or residential property, including, but not limited to, apartments, condominiums, subdivisions, office buildings, or office parks, when the owner or developer thereof:

1. Permits only one communications service provider to install its communications service-related facilities or equipment, to the exclusion of the local exchange telecommunications company, during the construction phase of the property;

2. Accepts or agrees to accept incentives or rewards from a communications service provider that is contingent upon the provision of any or all communications services by one or more communications service providers to the exclusion of the local exchange telecommunications company;

3. Collects from the occupants or residents of the property charges for the provision of any communications service, provided by a communications service provider other than the local exchange telecommunications company, to the occupants or residents in any manner, including, but not limited to, collection through rent, fees, or dues; or

4. Enters into any agreement with the communications service provider which grants incentives or rewards to such owner or developer contingent upon restriction or limitation of the local exchange telecommunications company's access to the property.

Q. IS IT YOUR OPINION THAT THE POLICIES DESCRIBED ABOVE, AND THE LEGISLATION THAT THEY IMPLEMENT, REPRESENT SOUND PUBLIC POLICY?

A. Yes.

Q. PLEASE EXPLAIN.

A. It is certainly true that, even before the enactment of the 1996 Act, the telecommunications industry in Florida was in the process of changing from the historic, regulated monopoly framework to a competitive market model. While this fundamental change did not occur overnight and continues to be a rather slow evolutionary process (rather than the more rapid revolutionary change that some in the industry envisioned or predicted), end user customers will ultimately benefit from the ability to choose service from multiple suppliers.

As these changes take place over time, the universal availability of basic telecommunications service continues to be properly regarded as an important public policy goal at both the state and federal levels. As a result, many legislatures, including Florida's, have decided to maintain the COLR requirement as a duty of the ILECs until viable and sustainable competition has developed for basic telecommunications service across all geographic areas. While progress has been made in many markets, customers in many areas of the state today do not have viable competitive choices for their basic telecommunications service. The development of new technologies, including but not limited to Voice over Internet Protocol ("VoIP") service, is beginning to make it economic for competing providers to provide service alternatives in

new markets and new geographic areas. It would be decidedly premature, however, to conclude that services based on these new technologies have universally become viable substitutes for ILEC-provided basic telecommunications services in terms of quality and customer acceptance, or that the facilities required to provide these services are available in all areas.

Q. IT APPEARS THAT THE FLORIDA LEGISLATURE HAS BEEN VERY SPECIFIC IN PRESCRIBING THE CONDITIONS THAT WILL ALLOW AN ILEC TO AVOID ITS COLR OBLIGATIONS. IS THIS RELEVANT TO THE POLICY PURPOSES OF COLR OBLIGATIONS AND THE OBLIGATION TO SERVE?

A. Yes. As I described above, I believe that a competitive market model will ultimately be the most beneficial for customers, but during the still-ongoing transition to competitive markets, consumer protection remains an essential component of this overall public policy. The Legislature has decided to ensure that all customers continue to have access to basic telecommunications services by continuing – subject to only a few very specific exceptions – the ILECs' COLR obligations. While I believe that the record of this proceeding fully supports the denial of Embarq's Petition, as a matter of public policy the Commission should err on the side consumer protection when evaluating any ILEC request to be relieved of its COLR obligations in any area.

The COLR responsibilities of the ILECs, including Embarq, serve the important public policy purpose over the short run of ensuring that all customers have access to basic telecommunications services. COLR obligations, and requests to be relieved of them, have long run public policy implications as well. As competitive markets develop, it is important to permit the ILECs to broaden their service offerings, change their prices, or respond in other ways to the presence of competitors. It is essential, however, that ILECs not be permitted to leverage their former monopoly power (and ongoing market power) in order to gain a competitive advantage.[1]

As I understand it, Embarq is taking the position that if it cannot provide a bundle of voice, data, and video products to the customers of a given area, then it will withhold its voice service (basic telecommunications service) from the area. This strategy – if the Commission were to grant the COLR exemption necessary for an ILEC to implement it – puts the ILEC (1) in the position to dictate the terms of any agreement between a developer and any other provider of data and/or video services, and (2) in the position to dictate how, when, and at what cost to the developer Embarq will agree to provide basic telecommunications services to the area.

[1] While the ILECs typically deny the existence of any such advantage, it is undeniable that when local markets were opened, ILECs began with a ubiquitous network, existing customer relationships, high brand awareness, and essentially 100% market share. This is an enviable starting position for any competitor.

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This same issue is presently before the Commission in another proceeding involving another ILEC, BellSouth. In its January 10, 2007 recommendation in Docket No. 060732-TL, the Staff describes (p. 5) such a scenario involving BellSouth and concluded that

> While at first glance the letter appears to be a contractual issue between the developer and BellSouth, some of the concessions requested by BellSouth seem inconsistent with 364.025, Florida Statutes ... BellSouth requires that the developer represent that it has not entered into, and does not plan to enter into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement with another provider for communications services, including any voice, data, or video service. *These requirements impair the developer's ability to enter into exclusive contracts with video/broadband providers and is not a condition upon which BellSouth is relieved of its COLR obligation* (emphasis added).

No carrier – other than an ILEC – can engage in such a strategy. Such an attempted leveraging of an ILEC's market power into markets for other services, such as data and video services, is not in the best interest of customers and at odds with the requirements of §364.025(1). As Staff concluded in the case cited above, "BellSouth impermissibly conditions its compliance with its COLR obligation with restrictions on the developer's ability to contract for data and/or video services. Any letter of engagement provided by BellSouth in connection with its COLR obligation should only deal with the provision of basic local telecommunications service."[2] Staff's

[2] January 10, 2007 recommendation of Staff in Docket No. 060732-TL, p. 7.

position represents sound public policy with regard to the COLR obligations of any ILEC.

Q. HAS EMBARQ SIMILARLY ATTEMPTED TO "IMPERMISSIBLY CONDITION ITS COMPLIANCE WITH ITS COLR OBLIGATION WITH RESTRICTIONS ON [TREVISO BAY'S] ABILITY TO CONTRACT FOR DATA AND/OR VIDEO SERVICES?"

A. Yes. Exhibit MJD-2 attached to Mr. DeChellis' testimony is a copy of a September 6, 2006 letter to Treviso Bay from Embarq. The letter states that before Emabrq will begin to construct facilities, and even before Embarq will begin "the planning and engineering activities necessary" to do so, Treviso Bay must agree to a set of conditions. These conditions include the following:

> Treviso Bay, any affiliated property owner or other affiliated party, and any homeowner or condominium association have not entered into, and do not plan to enter into, and exclusive marketing agreement, or a bulk service agreement (i.e. charges for services provided to residents are collected through rent, fees, dues, or other similar mechanism), with another service provider for any voice *or data service.*[3]

Like BellSouth, Embarq is attempting to take advantage of its historic and current position in the markets for voice services in order to gain a competitive advantage for its other services. Any agreement that Treviso Bay

[3] Some of the language in Embarq's September 1, 2006 letter appears to have been taken verbatim from the BellSouth letter at issue in Docket No. 060732-TL.

may or may not have with a provider of *data* services is unrelated to Embarq's obligations as a COLR for basic *telephone* service pursuant to §364.025.

Embarq's Stated Basis for Relief from its COLR Obligations

Q. DOES EMBARQ CLAIM THAT ONE OF THE CIRCUMSTANCES DESCRIBED IN §364.025(6)(b)(1) THROUGH (4) IS PRESENT IN THIS CASE?

A. No. In its Petition[4] (pp. 5-7), Embarq describes what it presumably believes to be the actions of "some developers" or "some owners and developers," but does not identify these unnamed entities and makes no claim that Treviso Bay has engaged in any of the actions described.

Embarq goes on to explain that it is the alleged actions of these unnamed entities that have formed the basis for provisions set forth in §364.025(6)(b): "the competitive environment and the actions by owners and developers to profit from their control over access to their property by entering into exclusive agreements with alternative providers formed the backdrop for the 2006 amendments to section 364.025, Florida Statutes, that automatically relieve ILECs of their carrier of last resort obligations under certain circumstances." Embarq goes on to assert that "clearly, it is exactly for the types of situations and reasons described above that the Florida

[4] Unless otherwise indicated, I will refer to Embarq's December 13, 2006 *Amended Petition for Waiver* and exhibits.

Legislature included the opportunity for ILECs to be relieved automatically of the outmoded COLR obligation."

It is noteworthy that at no time in its Petition or supporting testimony does Embarq claim that V K Development Corporation or Treviso Bay have engaged in any of the actions or created any of the circumstances that would "automatically relieve" Embarq of its carrier of last resort obligations" pursuant to §364.025(6)(b). There has been no claim, and – and based on all evidence of which I am aware, no claim can factually be made - that the "situations and reasons" that Embarq claims "form the backdrop for the 2006 amendments to section 364.025" exist in the area for which Embarq seeks to be relieved of its COLR obligations.

Q. IS THERE ANY FACTUAL DISPUTE REGARDING TREVISO BAY'S WILLINGNESS TO PERMIT EMBARQ TO PROVIDE TELECOMMUNICATIONS SERVICES IN THE AREA AT ISSUE (OR TREVISO BAY'S DESIRE FOR EMBARQ TO DO SO)?

A. No. As Mr. DeChellis acknowledges at pp. 3-4 of his testimony, the Treviso Bay has consistently indicated that they are "interested in Embarq providing telephone services to Treviso Bay."

On multiple occasions of the past two years, Treviso Bay has requested that Embarq provide basic telecommunications service to Treviso Bay and to specific subdivisions within the Treviso Bay development. In

response to each request, Embarq has replied that it had reviewed the proposed plat submitted by Treviso Bay, that Embarq was in concurrence with the dedication set forth for Treviso Bay and for specific subdivisions, and that "Telephone service will be provided based on the rules and regulations covered in our [Embarq's] Local and General Exchange Tariff, approved and on file with the Florida Public Service Commission."[5]

Q. HAS TREVISO BAY OR ANY TREVISO BAY AFFILIATE DONE ANYTHING TO RESTRICT OR PREVENT OR EXCLUDE EMBARQ FROM PROVIDING, OR FROM INSTALLING THE EMBARQ FACILITIES THAT WOULD BE NECESSARY TO PROVIDE, BASIC TELECOMMUNICATIONS SERVICE TO CUSTOMERS IN THE TREVISO BAY DEVELOPMENT?

A. No.

Q. DO ANY CIRCUMSTANCES EXIST THAT WOULD PERMIT EMBARQ TO CLAIM RELIEF FROM ITS COLR OBLIGATIONS PURSUANT TO §364.025(6)(b)?

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[5] Exhibit DJW-2 contains the letters from Embarq (both in the name of Embarq and under its former name, Sprint) dated June 29, 2004 (for Treviso Bay), June 20, 2006 (for the Italia subdivision), June 20, 2006 (for the Piacere and Pavia subdivisions), June 27, 2006 (for the Via Veneto subdivision), July 19, 2006 (for the Lipari Ponziane subdivision), and also on July 19, 2006 (for the Vercelli subdivision).

A. No; none of the circumstances described in 364.025(6)(b) is present, and Embarq has made no claim that any of these conditions or "situations" is present: Treviso Bay has not excluded Embarq or prevented it from installing its facilities during the construction phase of the property (§364.025(6)(b)(1)); Treviso Bay has not accepted incentives that are contingent on communications services being offered by other communications service providers to the exclusion of Embarq (§364.025(6)(b)(2)); Treviso Bay has not collected from the occupants or residents of the property charges for the provision of a voice or voice-replacement service (§364.025(6)(b)(3)); and Treviso Bay has not entered into an agreement with another communications service provider contingent on the restriction or limitation of Embarq's access to the property (§364.025(6)(b)(4)).

In reality, Treviso Bay has continuously demonstrated its desire that Embarq provide basic telecommunications service to Treviso Bay's residents by asking for such service and by furnishing plats showing Treviso Bay's dedications for the location of Embarq's facilities.

Q. IF NONE OF THE SITUATIONS AND REASONS THAT, ACCORDING TO EMBARQ, CLEARLY FORM THE BASIS FOR THE FLORIDA LEGISLATURE'S DECISION TO PROVIDE AN OPPORTUNITY FOR ILECS TO BE RELIEVED OF THEIR "OUTMODED COLR

OBLIGATION" ACTUALLY EXIST, ON WHAT BASIS IS EMBARQ NOW SEEKING TO BE RELIEVED OF ITS COLR RESPONSIBILITIES?

A. §364.025(6)(d), Florida Statutes, states in part that "a local exchange telecommunications company that is not automatically relieved of its carrier-of-last-resort obligation pursuant to subparagraphs (b)1.-4. may seek a waiver of its carrier-of-last-resort obligation from the Commission for good cause shown based on the facts and circumstances of provision of service to the multitenant business or residential property."

The statute does not provide any further guidance regarding what might constitute "good cause," though from a public policy standpoint it is clear that a relatively high hurdle ought to be set (particularly since Embarq agrees that none of the specific circumstances that the Legislature was trying to address is present in this case). This should be considered clear as a matter of policy because the specific circumstances articulated in the statue already form a high hurdle, and because the COLR obligation to serve is critically important to individuals and business who need telephone service. In essence, the Commission will be addressing the question

In addition to the specific circumstances set forth in §364.025(6)(b)(1) through (4), for what reasons should an ILEC be permitted to abdicate its COLR responsibilities in a given geographic area?

Q. HAS EMBARQ PROPOSED AN ANSWER TO THIS QUESTION?

A. Yes. At p. 9 its Petition, Embarq argues that "the existence of the exclusive data and video arrangements and the availability of an alternative voice product from the exclusive data and video provider, which reduce the likelihood that Embarq will be able to obtain a sufficient number of voice customers to recoup the investment costs that it would incur to place the facilities necessary to serve Treviso Bay, constitute 'good cause' to relieve Embarq of its carrier of last resort obligations for the development under section §364.025(6)(d)."

There are two noteworthy elements of Embarq's proposed definition of "good cause." First, Embarq suggests that the mere existence of an "exclusive data and video arrangement" would not constitute good cause, but that the combination of (a) an "exclusive data and video arrangement" *and* (b) "the availability of an alternative voice product from the exclusive data and video provider" *and* (c) a demonstration that the combination of these two circumstances would reduce the likelihood that it would be uneconomic for the ILEC to provide basic telecommunications service, would meet the standard. In this case, Embarq is proceeding from a premise that may be factually incorrect, as it is at least unclear whether the provider of data and video services chosen by Treviso Bay to serve its residents will initially be able to offer a voice or voice replacement service to these customers.

Second, and perhaps more importantly, Embarq asserts that good cause will be shown if the presence of a data and video provider in an area

will *reduce* "the likelihood that Embarq will be able to obtain a sufficient number of voice customers to recoup the investment costs that it would incur." If this is indeed Embarq's position, then the NPV analysis described in Mr. Dickerson's testimony, a copy of which was produced in response to Staff Data Request No. 10(a) is irrelevant; according to Embarq, an ILEC need not demonstrate that it will be unable to recoup its investment, but simply must point out the existence of a data and video provider that will *reduce* its likelihood of doing so.

When the implications of Embarq's position are fully considered, it becomes clear that whether or not another provider has an "exclusive" arrangement to provide data and/or video services is also irrelevant; while it is possible that the existence of a provider with some form of arrangement would reduce Embarq's likelihood of recouping its costs more than the existence of a competitor with no arrangement, the existence of *any* competing provider will *reduce* – to some degree – "the likelihood that Embarq will be able to obtain a sufficient number of voice customers to recoup the investment costs that it would incur." Based on the "good cause" test that Embarq has proposed, an ILEC would be able to avoid its COLR obligations any time it faced competition for any service (voice, data, or video), because the existence of such a competitor would arguably *reduce* the likelihood that the ILEC would recover its investment.

Q. IS EMBARQ'S POSITION CONSISTENT WITH SOUND PUBLIC POLICY AND WITH THE POLICY GOALS ARTICULATED BY THE FLORIDA LEGISLATURE IN §364.025(1)?

A. No. Embarq's position is inconsistent with good public policy and with the Florida Legislature's policy goals. §364.025(1) states in part that

> It is the intent of the Legislature that universal service objectives be maintained after the local exchange market is opened to competitively provided services. It is also the intent of the Legislature that during this transition period the ubiquitous nature of the local exchange telecommunications companies be used to satisfy these objectives. Until January 1, 2009, each local exchange telecommunications company shall be required to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory.

Taken to its logical conclusion, Embarq's argument supports a conclusion that since the provisions of the 1996 Act are intended to open local markets to competition, its passage was sufficient to reduce the likelihood that an ILEC would recover future investments and therefore sufficient to make the concept of a COLR obsolete. The language of Embarq's Petition (p. 5) supports such a conclusion: "the COLR obligations made sense in a monopoly environment where rates were regulated and where customers received local service from one provider or not at all." Further, Embarq plainly describes the

COLR obligation as "outmoded."[6] While Embarq may mourn the loss of the good old days of "from one provider or not at all," that does not change the fact that it began the era of local service competition in a uniquely advantageous position and that the Legislature has concluded that this unique position continues to create certain obligations, including serving as a COLR (at least until January 1, 2009).

Q. GIVEN ITS POSITION THAT THE CONCEPT OF A COLR IS AN ARTIFACT OF A MONOPOLY ENVIRONMENT, IS EMBARQ SEEKING TO NO LONGER BE CONSIDERED A COLR THROUGHOUT ITS FLORIDA OPERATING TERRITORY?

A. No. This is somewhat surprising, given the strenuousness with which Embarq argues in its Petition that the concept of a COLR makes sense only in a monopoly environment.

The "Embarq – Florida Market Share Analysis Summer 2006" document and the additional market share analysis produced by Embarq in response to Treviso Bay's POD No. 7 certainly show that Embarq is facing competition in other geographic areas and is no longer operating "in a monopoly environment" in which "customers received local service from one provider or not at all." Embarq's definition of "good cause" would seem to

[6] Embarq Petition, P. 7.

permit it to no longer serve as a COLR in these areas. In addition, given the experience in many of these markets in which no "exclusive data and video arrangements" exist, Embarq should certainly be able to insist that it not be required to construct network facilities in *any* area – including those in which no "exclusive" arrangement exists or is contemplated or those in which no competing provider is operating at the time that Embarq begins to provide service – because experience from these other markets shows that the likelihood that Embarq will be able to recoup its investments going forward is *reduced* (if not by an existing competitor then by the possibility of a future competitor).[7]

Q. GIVEN ITS POSITION THAT THE CONCEPT OF A COLR IS AN ARTIFACT OF A MONOPOLY ENVIRONMENT, IS EMBARQ SEEKING TO NO LONGER BE CONSIDERED A COLR WITH RESPECT TO OTHER PARTS OF §364?

A. No, though this is certainly less of a surprise. The designation of a carrier as a COLR creates responsibilities (including the §364.025(1) requirement that "each local exchange telecommunications company shall be required to

[7] Ultimately, Embarq could, consistent with the position that it is advocating here, take the position that it should be relieved of its COLR obligations altogether because of the presence of competition from wireless telecommunications providers. The availability of wireless service *reduces* the likelihood that Embarq could recover its investment to provide any COLR service anywhere that wireless service is available.

furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory"), but also a COLR designation also confers significant benefits. For example, because it is an ILEC with COLR obligations, Embarq has been able to petition the Commission for the recovery of costs associated with damage from tropical storm systems. §364.051(4)(b) states in part that "evidence of damage occurring to the lines, plant, or facilities of a local exchange telecommunications company that is subject to carrier-of-last-resort obligations" constitutes a "compelling showing of changed circumstances" that will permit the ILEC to impose a per-line surcharge on its customers.

In this context, Embarq apparently doesn't find being a COLR to be such a burden. Even before the 2005 revisions to §364.051 took effect, Embarq's predecessor (Sprint-Florida, Incorporated) sought – and received – the recovery of over $30 million in costs associated with storm recovery in 2004.[8] In Docket No. 060644-TL, Embarq is again before the Commission seeking the recovery of storm-related costs that are available to it *only* because it is designated as a COLR. In his testimony is that case, Mr. Dickerson explained (pp. 7-8) that because Embarq is "subject to carrier of last resort obligations," it is entitled to seek an additional $15 million to recover costs incurred in 2005.

[8] Order No. PSC-05-0946-FOF-TL, October 3, 2005, p. 5.

Embarq is now seeking to pick and choose from the provisions of §364 based on the financial implications of being a COLR with respect to a given section of the statute. To paraphrase from Embarq's Petition, such situations have multiple negative potential outcomes for everyone but the ILEC. The ILECs, though not their competitors, would be able to impose a per-line surcharge in order to recover storm-related expenses, the number of competing providers for telecommunications services will be reduced, and residents in certain areas may find themselves with no access to telephone service.

Embarq's List of Likely Disputed Facts

Q. AT P. 10 OF ITS PETITION, EMBARQ PROVIDES A LIST OF "ISSUES OF THE MATERIAL FACTS" ASSOCIATED WITH THE PETITION THAT ARE, OR MAY BE, DISPUTED. IS THIS LIST ACCURATE?

A. Yes and no. The facts listed by Embarq are certainly in dispute, but it is not clear that any of the disputed facts are material. Pursuant to §364.025(1), Embarq has an obligation to "furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory." The parties agree that none of the circumstances set forth in §364.025(6)(b), which would relieve Embarq of its COLR obligation, are present.

In addition, if the Commission were to adopt Embarq's interpretation of §364.025(6)(d) in which "good cause" can be shown by any set of circumstances that "reduce the likelihood that Embarq will be able to obtain a sufficient number of voice customers to recoup the investment costs that it would incur to place the facilities necessary to serve" a given area, then no further analysis is necessary: the competitive entry that has occurred across Embarq's Florida service territory – whether significant, minimal, or even merely potential in a given area – arguably *reduce* the likelihood that Embarq will be able to recoup its investment, thereby meeting Embarq's definition of "good cause."

Even if "good cause" is interpreted to mean a showing by the ILEC that it would be uneconomic to provide basic telecommunications services in a given area – an interpretation that I urge the Commission not to accept for the public policy reasons set forth above – Embarq's demonstration clearly fails in several key areas. I will use the issues on Embarq's list to structure my description of these important shortcomings.

Q. IS "THE PROJECTED PENETRATION RATE FOR EMBARQ'S VOICE SERVICES UNDER THE FACTS AND CIRCUMSTANCES OF PROVIDING SUCH SERVICES IN TREVISO BAY" A DISPUTED ISSUE?

A. Yes. This assumption is critical to Embarq's claims of "good cause," if "good cause" is interpreted to mean "uneconomic to provide voice service." In his testimony, Mr. Dickerson describes the assumed penetration rate as "key to the analysis" that he is sponsoring. In his testimony, Mr. DeChellis explains that the assumption of a penetration rate of only [redacted] is based on the fact that Comcast will be providing data and video services to many of the residents of the development.

Mr. DeChellis' projection of a penetration rate of [redacted] (a market share that he expects to apply immediately beginning in year one and to remain constant over a twenty year period) is based on two implicit, but very important, assumptions. First, he assumes that among the very wide range of market share percentages shown on the "Embarq – Florida Market Share Analysis Summer 2006" table, only those that are approximately equal to [redacted] are meaningful. Unfortunately, he provides no basis for this assumption. In reality, Embarq's reported market share among the eighteen identified locations ranges from [redacted] to [redacted], with a mean of [redacted] and a standard deviation of [redacted]. Based on the data provided, there is certainly no clear path to a conclusion that the "right" answer for the Treviso Bay area will be [redacted].

I have also tested the possibility that Embarq's market share in these eighteen areas might be driven by the length of time that a competing provider has offered service. Unfortunately, I have not been able to find any

correlation between Embarq's reported market share in these areas and either the length of time that "cable internet phone service" has been offered or the interval of time between when Embarq placed its facilities and began to provide service and the time that the competing provider began to offer an alternative service. Embarq reports some relatively high market shares in areas where "cable internet phone service" has been available for the longest period of time or where the competing service was introduced at approximately the same time that Embarq began providing service, and some relatively low market shares where the competing service was introduced more recently or after a longer interval of time. These results are not consistent with a conclusion that the presence of "cable internet phone service" in a given area represents an accurate predictor of Embarq's market share in any area, existing or planned.

Q. HAS ADDITIONAL EVIDENCE BEEN PRESENTED THAT SUPPORTS YOUR CONCLUSION?

A. Yes. In response to Treviso Bay's Data Request and POD No. 7, Embarq responded that market share data from additional markets had been collected, and provided a chart showing Embarq's market share in twenty additional markets. Embarq's reported share in these additional markets ranges from a high of [redacted] to a low of [redacted]. In six of these additional twenty locations Embarq reports that "cable internet phone service" is available,

while in the remaining fourteen it is not. Oddly enough, in some of the areas in which the competing service is offered (and has been offered for some time), Embarq reports some of its highest market shares, while in some of the areas in which "cable internet phone service" is not available Embarq reports a market share as low as [redacted].

Embarq asserts in its response to Treviso Bay Data Request No. 7 that "the market share information for these [additional] developments is not instructive to the conditions faced in Treviso Bay." I agree, but it is also clear that the market share information contained in the "Embarq – Florida Market Share Analysis Summer 2006" table is likewise "not instructive" when attempting to predict Embarq's market share for voice services at Treviso Bay. Both sets of market share data provided by Embarq demonstrate that factors other than the existence of a provider of "cable internet phone service" play a significant role the determining what percentage of the customers in an area will choose to subscribe to Embarq's voice services.

Q. ARE YOU AWARE OF ANY ADDITIONAL INFORMATION THAT SUGGESTS THAT EMBARQ'S PAST EXPERIENCE MAY BE A POOR PREDICTOR OF FUTURE MARKET SHARE?

A. Yes. In a January 11, 2007 press release that I downloaded from www. Embarq.com, Embarq Chairman and CEO Dan Hesse explains that Embarq's line losses slowed in 2006 when compared to previous years because the

company has "introduced practical, innovative new products and services, simplified our offers, and taken many other steps to better serve our customers." Mr. Hesse goes on to say that "those efforts are clearly having an impact on our access line metrics."

Q. WHAT CONCLUSIONS DO YOU DRAW FROM ALL OF THIS INFORMATION?

A. Based on the information that Embarq has provided, there is simply no reliable way to predict the market share that it would receive when providing voice services to customers in Treviso Bay, though if Embarq continues to implement the many steps to better serve its customers described by Mr. Hesse, it is reasonable to expect that its share may be higher than in other areas.

Q. EMBARQ'S SECOND IDENTIFIED DISPUTED ISSUE IS WHETHER ALTERNATIVE VOICE SERVICES WILL BE AVAILABLE TO RESIDENTS OF TREVISO BAY. IS THIS FACT IN DISPUTE?

A. There should certainly be no dispute about the fact that alternative (wireline) voice services are not available *today* in the Treviso Bay development. Competing services from one or more providers may be available at some point in the future, but the date of that availability is unknown.

The fact that an alternative to Embarq's voice service may be available in the future does not change the public policy adopted by the Legislature in §364.025(1): "it is the intent of the Legislature that universal service objectives be maintained after the local exchange market is opened to competitively provided services. It is also the intent of the Legislature that during this transition period the ubiquitous nature of the local exchange telecommunications companies be used to satisfy these objectives." This approach ensures the availability of basic telecommunications service during the transition to fully competitive markets. The Legislature did *not* conclude that the existence of a current competitor (or, more to the point in this case, a potential competitor) for basic telecommunications service in a given area is sufficient to ensure that universal service objectives are maintained, and did not conclude that there is no need for the ILEC to serve as a COLR under these circumstances. Given the Legislature's clear policy objectives and its conclusions regarding how those objectives should be met (at least until January 1, 2009), the question of whether Treviso Bay residents will have an alternative provider for voice services in the future is moot.

Q. EMBARQ'S SECOND IDENTIFIED DISPUTED ISSUE RELATES TO THE COMPANY'S PROJECTED COSTS TO PROVIDE VOICE SERVICES IN THE RESIDENTS OF TREVISO BAY. ARE THESE COSTS IN FACT IN DISPUTE?

A. Yes, for several reasons.

First, important costs used in Embarq's analysis[9] are not fully developed or explained. Although the investment associated with copper distribution facilities represent [redacted] or almost [redacted] percent of Embarq's projected capital investment of [redacted], Embarq has not explained the basis for this assumption. In response to Staff's Data Request No. 4(h), Embarq replied that it had not expended the resources and costs necessary to perform this analysis. Because the investment in these facilities represents such a large percentage of the total, even minor adjustments to Embarq's estimate have a significant impact on the results.

Second, Embarq has applied inconsistent assumptions about revenues and costs in its analysis. While insisting that the only potential revenues will be from the sale of voice services, Embarq has used network design constraints associated with the need to provision data services.[10] Embarq cannot have it both ways: it can built a more expensive, data-capable network, in which case it must include in its analysis a reasonable projection of the revenues derived from those services, or it can consider only the revenues

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[9] My references to Embarq's analysis are to the CD ROM produced in response to Staff Data Request No. 10(a) that contains the Excel spreadsheet described in Mr. Dickerson's testimony.

[10] The "engineering standards" described by Mr. Dickerson at p. 3 of his testimony apply to digital data capability, for example, and it appears from the investment values that Embarq has used a larger gauge of copper cable than is necessary to provide voice services.

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associated with voice services, but when doing so must consider a lower cost network design.

Third, while it is necessary to derive estimates based on Embarq's limited documentation, several of the assumptions regarding material prices and expenses appear to higher than those previously approved by the Commission. Projected maintenance expenses for circuit equipment appear to be particularly excessive.

Fourth, the Embarq analysis assumes that facilities will be built to provide services (and presumably will include the capacity for multiple lines) to all possible customer locations. Mr. Dickerson states (p. 3) that "under COLR obligations, Embarq would be required to place enough facilities within Treviso Bay to provide service to every subscriber regardless of what the realistic expected penetration rates are for Embarq's services." Embarq does not say how many pairs are being placed for every subscriber, but the process he describes appears to be excessive given the actual requirement of Section 364.025(1) for Embarq to "furnish basic local exchange telecommunications service" to a customer "within a reasonable time period."

Q. HAS YOUR REVIEW OF THE EMBARQ ANALYSIS REVEALED OTHER REASONS WHY THE RESULTS SHOULD BE CONSIDERED SUSPECT?

A. Yes. While Mr. Dickerson and Mr. DeChellis describe at some length the importance of the market share assumption, they do not explain that – based on Embarq's assumptions regarding the costs that it would incur to construct an efficient network for serving the residents of Treviso Bay – *no* market share would be sufficient for Embarq to recoup its costs over the life of the equipment placed at the beginning of the project. Confidential Exhibit DJW-4 shows the reported cumulative NPV in year ten for market shares starting at 10% and progressing at 10% intervals up to 100%. According to Embarq, if it achieved 100% market share in the area it would nevertheless experience a cumulative NPV of [redacted] after ten years.

Q. THESE RESULTS OF EMBARQ'S ANALYSIS SUGGEST THAT THE AREA OF TREVISO BAY IS A PARTICULARLY COSTLY AREA TO SERVE. DO THE CHARACTERISTICS OF THE AREA SUPPORT SUCH A CONCLUSION?

A. Not at all. To get some perspective on Embarq's claims, I calculated the line density of the area within the Treviso Bay development that will be developed and to which telephone plant will need to be built. This calculation (1200 lines spread over about .6 square miles) yields a line density of about 2000 lines per square mile.[11] I can say with confidence that no cost model that has

[11] For purposes of this analysis, I assumed that each customer location would represent only one loop, even though it appears that Embarq has calculated its costs

been brought before this Commission since the 1996 Act treats an area with a density of 2000 lines/square mile as a high cost area. Yet Embarq claims that in such an area and with 100% market share, it would be losing money for at least [redacted] years. Such a claim strains credibility.

It has not been so long ago that bundled services offerings were a thing of the future, and ILECs such as Embarq operated successfully by selling only telephone voice services. Now, with the availability of new technology and in an area whose characteristics suggest lower-than-average network costs, Embarq's analysis suggests that it would be unable to survive as simply a "telephone company."

Q. EMBARQ'S FOURTH AREA OF DISPUTE IS WHETHER THE FACTS AND CIRCUMSTANCES IN TREVISO BAY CONSTITUTE "GOOD CAUSE" FOR A WAIVER OF EMBARQ'S COLR OBLIGATIONS UNDER §364.025(6)(d). HAS EMBARQ DEMONSTRATED "GOOD CAUSE" FOR A WAIVER OF ITS COLR OBLIGATION?

A. No. As explained previously in my testimony, Embarq's definition of "good cause" would excuse it from operating as a COLR in most, if not all, of its Florida territory. In addition, the analysis supporting Embarq's claim that it

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based on more than a single pair per household. The actual experienced line density would therefore probably be higher than 2000 lines/square mile.

would be "uneconomic" for it to meet its COLR obligations in the area of the Treviso Bay development has little factual foundation.

It does appear, however, that Embarq is seeking to leverage its still-considerable market power in the same way that Staff has concluded (in Docket No. 060732-TL) that BellSouth is attempting to do. Embarq has issued a letter that, like BellSouth's letter, "impermissibly conditions its compliance with its COLR obligation with restrictions on the developer's ability to contract for data and/or video services."

Summary and Recommendations

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. Embarq's petition to be excused from its COLR obligations in Treviso Bay is contrary to sound public policy, and specifically contrary to the stated policy goals of universal service upon which the Legislature has concluded that the ILECs' COLR obligations should continue. ILECs must provide basic telecommunications service within a reasonable amount of time to anyone who requests it. Over the long run, Embarq's efforts are specifically contrary to the sound pro-competition goals that the Florida Legislature has articulated for Florida's telecommunications industry.

Embarq's arguments that it should be relieved from its COLR obligations where providing service may prove to be uneconomic, or where any form of alternative voice service may be available, are misplaced and

contrary to good public policy. Even if this alleged fact were relevant to the question before the Commission in this case, it is doubtful (and certainly has not been demonstrated) that Embarq's provision of the requested basic telecommunications service would in fact be uneconomic to Embarq.

For all of these reasons, the Commission should deny Embarq's petition.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

BY MR. WRIGHT:

Q And with that, I would ask Mr. Wood to summarize his testimony?

A Good morning, Commissioners.

The first primary focus of my testimony is on the important public interest issue that is created by this case. Now, certainly over the last ten years we have seen a lot of changes in this industry. We have seen a transition, or at least the beginning of a transition from a monopoly to a competitive market, and we have seen some telecommunications providers beginning to offer more than just basic telephone service, including voice and data services.

But one thing that has not changed is the concept of universal service to basic local exchange telephone service. And the legislature has decided, as legislatures in several other states have, that during this transition period, and at least until January 1st, 2009, this objective will be met by requiring the incumbent local exchange companies, like Embarq, to continue to provide basic local exchange telephone service as a carrier of last resort.

It's an important public policy issue, because it's certainly true that for some customers in some locations in Florida, services have become available that will permit them to communicate by voice using a service other than what's provided by the ILEC. And VoIP service provided by a cable

provider is one example of that. But this is not universal service, this is not the basic local exchange telephone service that defines universal service. None of these other providers are required to provide service to any person making a request within a reasonable amount of time. None of these other providers are required to continue to provide service if they determine after the fact that it is not profitable or desirable for them.

And while it might meet the needs of some customers, the VoIP service that is at issue here, while I'm sure it is a fine Comcast product, is not basic local exchange telephone service. And there are some public health and safety differences. There are issues with operation during power outages, it can't be reliably used for alarm monitoring; but what is fundamentally more important than that is that the 911 capability on a VoIP service is not the same as the 911 capability on Embarq's wireline service.

Now, 364.02(6)(b) (sic) sets forth four specific circumstances under which an ILEC, such as Embarq, can be relieved of its carrier of last resort obligations, but none of those apply in this case. So we are here on (6)(d) which says if those four conditions are not met, the ILEC can petition you for a waiver of its carrier of last resort obligations with good cause. But the legislature doesn't define good cause.

Embarq in its petition and testimony defined good

cause generally as a situation in which the likelihood of Embarq recovering if its investment has been reduced, and specifically a case here where Embarq, while it is not restricted in any way in its ability to provide basic local exchange telephone service, and the ancillary services associated with the telephone service, it has a limited ability to provide the bundle of voice and data and video that it would like to be offering. And, therefore, it's not profitable for Embarq to meet it carrier of last resort obligation in this specific geographic area. From a public interest standpoint, that definition of good cause is too low of a hurdle given the importance of the universal availability of basic local exchange telephone service.

Now, even if you were to decide that that is the correct hurdle and analyze their case in that regard, my next area that I address is the profitability analysis that Embarq has provided. There are two key assumptions that drive the result. The first is their assumption of the market share that they think they will capture, which while it is a confidential number, I think it is fair to characterize it as a very low number. The second is the costs that they claim that they would incur to build-out the facilities to efficiently provide basic local exchange telephone service to that area.

Now, in terms of the market share, their only stated basis is a market share analysis that they produced of some

other properties in the state. And without revealing any confidential numbers, when you look at that what you find is that their reported market share varies over a very wide range in those other markets. And statistically, there is no correlation at all to the amount of time a competing provider has been in the market to Embarq's market share. They provided some additional market information in response to our discovery requests, and, again, the market shares vary over a very wide range. And there is no correlation there between Embarq's reported market share and even the existence at all of a cable company providing a voice service.

So there may be some factors that can be used to accurately predict what Embarq's market share would likely be, but based on any statistical measure, the presence of a cable company offering a VoIP service is not one of those factors. The second key element to their profitability analysis is the assumed cost. My first observation that I have to make is that for such an important case, Embarq has provided you very little supporting documentation.

The last time this Commission addressed the issue of cost studies/cost analysis associated with universal service for Embarq, the company filed hundreds of pages of testimony and cost study documentation. Here you have got less than five. It's impossible to fully analyze five pages the way you would if you had a full case in front of you, but there are two

primary issues associated with their costs that jump out.

The first is the network design. They based their cost on a network design that includes the capability of providing services beyond basic voice service, including data services. It makes the design different. It makes the design more costly to build. If they had designed for voice only, this would have been a less expensive network. The second is that without any supporting documentation at all, Embarq has used values for material prices and for expenses that are different and significantly higher than the last values that the Commission approved when it had full information in front of it.

So if they are going to have you rely on this analysis, I think they owe you more information. But absent another provider of basic local exchange telephone service in the area, I'm not sure how you would use this analysis even if it were correct and fully documented. The universal service obligations set forth in the statute are the right ones, they are good public policy, and those are the reasons that you should deny the petition. Thank you.

MR. WRIGHT: Thank you, Madam Chairman.

Mr. Wood is available for cross-examination.

CHAIRMAN EDGAR: Thank you. Ms. Masterton.

MS. MASTERTON: Thank you.

Madam Chairman, I think Mr. Wood used about double

the amount of time that is allotted for witness summaries. So perhaps that should be taken off Treviso Bay's opportunity for closing statements.

CHAIRMAN EDGAR: Ms. Masterton, I was actually watching the clock, and I got it at about five minutes and thirty seconds, so I don't know that that is double.

MS. MASTERTON: Well, I thought it was five minutes after I started watching the clock. But that's okay, I just wanted to note that I think he took a little advantage. But that's okay.

I just have a couple of questions for Mr. Wood.

CROSS EXAMINATION

BY MS. MASTERTON:

Q Mr. Wood, can you turn to your testimony on Page 15?

A Yes, ma'am.

Q Look at Lines 4 through 6.

A Yes.

Q Okay. And here you note that Embarq has committed to provide service pursuant to its local and general exchange tariff, correct?

A That's right, based on the letters that I believe were attached in DJW-2.

Q Are you familiar with the terms of Embarq's tariffs?

A I've certainly reviewed them. I won't tell you that I'm familiar with every term of your general service subscriber

tariff.

MS. MASTERTON: I have an exhibit now that I would like to distribute, and I would like it marked for identification. What it is is Embarq's general exchange tariff, Section A2C, entitled Establishment and Furnishing of Service.

CHAIRMAN EDGAR: Okay. That will be Exhibit Number 26.

(Exhibit 26 marked for identification.)

BY MS. MASTERTON:

Q After you have had a chance to look at that, Mr. Wood, please let me know.

A Yes.

Q What I would like you to do is turn to the second page of what I handed you. It's called Second Revised Sheet 14.

A Okay.

Q And then I'd like you to look down at C and then little C.

A Okay.

Q Could you read that provision for the record, please?

A It's the section that is bolded with the new designation in the margin?

Q Yes.

A "The company's carrier of last resort obligation to

provide basic local telecommunications service to any customers in a multi-tenant business or residential property, including, but not limited to apartments, condominiums, subdivisions, office building or office parks is contingent upon provisions contained in 364.025, F.S."

MS. MASTERTON: Okay. Thank you, Mr. Wood. And that's all the questions that I have.

CHAIRMAN EDGAR: Questions from staff?

MR. FUDGE: No, Chairman.

CHAIRMAN EDGAR: Mr. Wright.

MR. WRIGHT: One question on redirect.

REDIRECT EXAMINATION

BY MR. WRIGHT:

Q With regard to what has been identified as Exhibit 26, can you identify for us the effective date of this new tariff provision?

A Yes. That's why I was noting that this provision has an N out in the right margin, which indicates that it is new as opposed to C for a change. And this has an effective date of August 25, 2006. There is no other N designated information here, so this paragraph would be what was added August 25, 2006. And I believe all of the letters in DJW-2 are dated well before that. I think the latest is in July '06. So at the time all of the letters were sent in DJW-2, this provision would not have been present in the tariff.

MR. WRIGHT: Thank you. That's all the redirect I have, Madam Chair.

CHAIRMAN EDGAR: Commissioner Carter.

COMMISSIONER CARTER: Thank you, Madam Chairman.

Mr. Wood, you said that this is -- I think you said that for such an important case that Embarq filed only five pages of cost information, is that --

THE WITNESS: Yes, sir.

COMMISSIONER CARTER: And, Madam Chairman, just a few follow-ups.

CHAIRMAN EDGAR: That's fine.

COMMISSIONER CARTER: Now, when you say such an important case, what do you mean by that?

THE WITNESS: Well, I think it is important in two ways. Certainly for the 1,200 -- people that are going to live in these 1,200 residences, it is important because is it may determine whether these people have access to basic local exchange telephone service. It may determine whether they have access to the alarm monitoring they need, it may determine whether they have access to service that stays up and in-service during power outages, perhaps after a storm, for example, and it may determine whether they have access to the kind of 911 service that they may want or need.

There are a lot of people, you know, I'm not a real estate guy, but it certainly looks like there are going to be a

lot of retired people moving into this kind of development. Those people tend to place a high priority on 911 that can show their customer location.

The VoIP service may be a fine service, it may be right for a lot of people, but it doesn't have that capability that those people might want. So it's important, the case is important with regard to these 1,200 people, and it may be very, very important to some of those people.

It is also important in regard that it is my understanding this is the first time there has been a case before you on what good cause means under .025(6)(d). And, you know, the company has taken issue with my characterization, but literally, from their petition, their language is good cause is circumstances that would reduce the likelihood that they would recover their investment. Well, that is an awfully low hurdle.

Slightly higher is one in which they make this kind of demonstration that they lose money. Well, you know, Mr. Dickerson sat here and told you all the reasons he was going to lose tons of money. What he didn't tell you is that the network costs he is assuming go far beyond what he needs to spend to provide quality voice service in this area. It includes what he would need to spend to provide data services. Well, he doesn't have any revenue in his analysis for data services. So he can do one or the other, have the cost of expensive network and include some revenue from those other

services, or if he is going to limit this to revenue from voice, he needs to limit his network build-out to the cost of voice. He didn't do that.

He also didn't tell you that for the key facility, fiber-optic facility coming into this -- the 6,000-foot facility coming into this neighborhood, a big part of his cost, he's assuming a material price that is, without doing the confidential number, some multiple of the material price this Commission last approved. For the network interface devices that go to each resident, he didn't tell you that he is assuming a material price multiples of what you last approved. For all the expenses associated with operating the equipment in his network, he didn't tell you that he is assuming expenses that are multiples of what you last approved.

So, you know, I thought the 1.3 before his testimony was confidential, but since he has put it on the record, when he is waving around this big 1.3 million, he is not telling you that if he had given you full documentation, there are reasons why that number is significantly overstated compared to your previous decisions and compared to the revenues that he is matching up against those costs. If that is going to be the threshold that we use to get over to show good cause, this is an awfully important case in that it is the first time you are seeing it. And if you are going to reach a decision that says good cause can mean if it is not profitable you don't have to

do it, then we need to be very, very careful from a public interest standpoint how you are going to expect the company to prove not profitable.

And the five pages he has given you here, I would absolutely urge you not to accept as the definition of sufficient demonstration of not profitable, if that's going to be what good cause means. So I'm sorry it was a long answer, but it is important in both of those reasons. A big general reason for the future and a very specific reason for these 1,200 residences.

COMMISSIONER CARTER: Madam Chairman, just one more follow-up and then maybe a statement, if that is okay with you.

CHAIRMAN EDGAR: You may.

COMMISSIONER CARTER: You know it is always dangerous to have a Commissioner pull out the statutes, don't you?

THE WITNESS: I won't comment on that.

COMMISSIONER CARTER: I take that as a yes.

Ms. Masterton gave you a document where you read -- I think it talks to the provisions in 364.025. Do you remember that?

THE WITNESS: Yes, sir.

COMMISSIONER CARTER: And also in 364.025 it talks, paren, I think it is (6)(d), it talks about good cause. And I think in your statement you were saying, maybe to me or someone else here today, you said that in order to determine whether

there is good cause, it has to be far more significant in terms of what is presented to this Commission than what Embarq has done in this case. Am I close to --

THE WITNESS: At a minimum that's true; yes, sir.

COMMISSIONER CARTER: So, therefore, then, under (d), the context of good cause, what would you define as good cause?

THE WITNESS: I don't have a specific example. The legislature considered five specific examples, the four that are in (6)(b) and then an example that is roughly the corollary to what the case is here. At the time I don't think anybody else had anything beyond those five scenarios to propose. I mean, nobody contemplated anything else, nobody could come up with anything else. They accepted four, they rejected one for inclusion in (6)(b), and that's this one that this case is about.

So, you know, my reading of (d) is certainly there could be some circumstances beyond those five foreseen scenarios at the time this was put together that might limit the ILEC's access to the property in some way, that might limit their ability to sell the service if it's already being charged for, like they are already charging for voice separately from what Embarq could provide, which is not the case here either. So I think everything that could be foreseen as far as scenarios was foreseen in the four that were adopted and the one that was rejected; (d) is here in case some other scenario

develops, but I have not seen what that other scenario would be at this point.

COMMISSIONER CARTER: Just in your discussion earlier you were talking about population and people retiring to Florida. And, I mean, you caused me to wax philosophical in the perspective as what I gathered from what you were saying and what we have heard today is is there a perspective where there is going to come a time when there is going to have to be a crunch between traditional carriers of last resort versus what we have here in this situation with Comcast where there is -- it reaches a point to make a decision of where it is in whose best interest? Am I making sense to you?

THE WITNESS: I think so. And if I understand you right, Commissioner, that is a fundamental question. And this is now the danger of a nonattorney pulling out the statute.

COMMISSIONER CARTER: That's okay. Whatever your opinion is on that.

THE WITNESS: Well, I think in 364.025(1), the legislature has dealt with exactly, I think, what I'm hearing you say, and that is they acknowledge that this is a transition. Now, the transition from monopoly to competitive in this market in this industry has taken a lot longer than a lot of us thought it was going to take. You know, we are ten years past the '96 Act, and there are a lot of gaps in an effectively competitive market, there are a lot of gaps in the

substitutability of the services from one provider to another.

What I understand the legislature to have said, which I think sounds pretty reasonable to me, is we know we are in a transition, we know that universal availability of basic local exchange telephone service is important as a public policy matter, and the way we are going to ensure that objective is met, at least for the next two years, is to require the ILECs such as Embarq to have a carrier of last resort obligation.

Now, after January 1, 2009, I guess one of two things frankly is going to happen. Either the legislature will have extended that deadline again based on what is happening in the industry, or we will have reached a point where we do have full technology substitution and technology will have gotten ahead now of the law and people will have a fundamental viable alternative that meets all of their needs.

And, in that case, I would think the legislature would probably drop the requirement and then you would be looking at competing providers that would truly meet all of the needs of a customer. From a public policy standpoint you could be assured that was true, and you wouldn't have to worry by this. But until we get there, I think the road map has already been laid out for us in .025(1), and that is we are going to get there with the ILECs as carriers of last resort for basic local exchange telephone service at least until January 1, 2009.

COMMISSIONER CARTER: Madam Chairman, I thank you so kindly for your indulgence. I just pulled out the statute here to kind of follow along. It was kind of intriguing to me. And also I appreciate the witnesses in their discussion. It was quite informative on both sides, and I think it really points clearly to what our responsibilities are. And I thank you for your indulgence.

CHAIRMAN EDGAR: Thank you, Commissioner.

Commissioner McMurrian.

COMMISSIONER McMURRIAN: Thank you, Chairman.

Mr. Wood.

THE WITNESS: Good morning. Sorry, I missed it. Good afternoon.

COMMISSIONER McMURRIAN: Good afternoon. I think you are probably familiar that our comp report that we send every year to the legislature, I think it is fair to say that over the past few years has emphasized the growing importance of the triple-play offering. And if Treviso Bay customers highly value that offering as well, and if at least a large majority, and perhaps all of them sign up for the triple-play or somehow get voice from a provider other than Embarq, and we find Embarq to be the carrier of last resort, could there be any negative consequences on the remaining customers of Embarq for Embarq to build-out in Treviso Bay, even if the Treviso Bay customers don't sign up for that voice service by Embarq?

THE WITNESS: Well, I'm certainly not going to sit here and say we ought to be, from a public policy standpoint, requiring companies to just waste money all over the place. But I think what we have got here is there are certainly parts of the population that value a triple-play option. I'm apparently now too old to be cool, because that's really not as big a deal to me as some of these other things are.

But there are certainly members of the population that value things other than triple play. They would value things like reliable service during outages, they would value things very much like 911 with automatic location identification when they need it. You know, the availability of those capabilities are the things that are the definition of basic local exchange telephone service in 364.2. I mean, when the legislature said this is what universal service is, it said basic local exchange telephone service. When it said this is what basic local exchange telephone service is, it listed these capabilities.

So certainly to a large segment of the population, they are going to value these other things beyond triple play. And voice telephone service is not the cool offering, but it is an important offering to a lot of people, and it is the offering that is adopted in the legislation from a public policy standpoint as what universal service means at least for the next two years.

So, in that regard, I don't have that kind of concern in terms of requiring an Embarq or any other ILEC to make the investment to meet their carrier of last resort obligation. Because there is a public interest that is going to be met, an important one, by requiring them to do that. And as I said in my testimony, it's not going to be quite as costly as Embarq would have you believe to actually do this build-out. But certainly there is a cost associated with it, there should be a benefit, and I think there is a benefit to a lot of these customers.

COMMISSIONER McMURRIAN: So do you think there would be any negative consequences on the remaining body of Embarq customers, if under that assumption, I guess at least the majority of customers in Treviso Bay were to elect triple play or to have some other provider other than Embarq?

THE WITNESS: If enough of those customers -- if a lot of those customers select another voice provider and there aren't enough remaining customers who value some of these other elements of wireline service, or would also purchase the wireline service for alarm monitoring, or all of those things that would give Embarq some threshold number of customers, and if their cost analysis were adjusted, there is some level at which they would not find it compensatory to move into this area.

And I guess in a situation where they are no longer

price regulated and they came to you and said we would like rate of return regulation, we would like to file a rate case and here is our costs, then it's possible then that as you set rates for all customers this cost would impact those rates. But there is an awful lot of steps between here and there.

COMMISSIONER McMURRIAN: So in order for VoIP to be a true substitute for voice service you think there has to be some kind of closing of the gap on certain aspects of the service like the E-911 and a few other things that you have mentioned, too. You think that you can't really consider it like a voice replacement service.

THE WITNESS: I guess, in all due respect, in one sense it doesn't matter whether you and I consider it a substitute at all, it really matters whether the residents of the state feel like it is a substitute, and for a lot of them it's not. Yes, there is a closing of the gap of the features, and I think there is one more thing, and that is we are seeing the service rolled out for the first time. Companies that aren't required to offer a service sometimes roll out services and find that they are not either not as profitable or not working as well or for whatever reason, and they pull those services back either in some areas or all areas.

So I think we have got to get over another hurdle, too, time-wise, and it may happen between now and January 1st, '09, and that is we have got to get, you know, a level of

service offering and commitment from the companies that if the only provider of voice services in an area is a cable provider over VoIP that you have got some comfort level that that provider is going to continue to be there at their option.

And, you know, at the time that they are just rolling the services out, I wouldn't have or I don't have the confidence to say I know they are going to be there going forward into perpetuity yet. That may be different in a couple of years, but I don't think we are there yet. And, yes, we do need to close the gap on the features.

COMMISSIONER TEW: Thank you. That's all.

CHAIRMAN EDGAR: Mr. Wright, had you concluded?

MR. WRIGHT: Yes, ma'am. I didn't have any further redirect beyond following up on Ms. Masterton's question.

Thank you.

CHAIRMAN EDGAR: Thank you. We need to take up the exhibits.

MR. WRIGHT: We would move 22 through 25, Madam Chairman.

CHAIRMAN EDGAR: Exhibits 22 through 25 will be entered into the record.

(Exhibits 22 though 25 admitted into evidence.)

MS. MASTERTON: Madam Chairman, did we move the tariff section into the record?

CHAIRMAN EDGAR: We have not, but this would be the

time.

MS. MASTERTON: Okay. I think that is 26, right?

CHAIRMAN EDGAR: Yes, ma'am.

MS. MASTERTON: Yes, I would move at this time that Exhibit 26 be moved into the record.

CHAIRMAN EDGAR: Exhibit 26 will be entered into the record.

(Exhibit 26 admitted into evidence.)

CHAIRMAN EDGAR: The witness is excused. Thank you.

Okay. We have concluded the witness testimony portion of our proceeding. We are at closing statements. Are the parties ready?

MS. MASTERTON: Commissioner, I would like to ask for some time to kind of marshal my thoughts for that. And, also, I would like to ask if I can reserve a couple of minutes, you know, not use my full -- I think I have ten minutes left -- for rebuttal to Mr. Wright's remarks. And I think as the Plaintiff with the burden of proof, that is appropriate.

CHAIRMAN EDGAR: Ms. Masterton, I have you down as having twelve minutes remaining. And, Mr. Wright, by my clock you have ten. And I will allow you to divide your time before and after Mr. Wright. And we will take -- is ten minutes enough, Ms. Masterton?

MS. MASTERTON: Fifteen?

CHAIRMAN EDGAR: That's fine. We will take fifteen.

Come back in fifteen minutes, and we will have closing statements and see if there are any other concluding matters, and then we will be finished. So back in fifteen.

Thank you.

(Recess.)

CHAIRMAN EDGAR: Okay. We'll go back on the record. It is time for closing arguments.

Ms. Masterton, as you requested prior to the break, I will allow you to reserve some of your time for after Mr. Wright's closing comments. By my watching of the clock at the beginning of this proceeding, I have that you have twelve minutes remaining. I will look to you to divide that time, to use it. Does that work for you?

MS. MASTERTON: Thank you, Madam Chairman.

I would like to first address various points made by Mr. Wood in his summary and in his response to cross-examination, and also some legal points made by Treviso Bay's counsel.

First, Mr. Wood questioned Embarq's costs, but he offered no convincing evidence to show that they were wrong. And, in fact, Mr. Dickerson's surrebuttal explains in detail why Mr. Wood's criticisms are not valid. And it's also important to note that even if you divided Embarq's cost estimates by two, the net present value analysis would still show losses so far into the future that no company would

consider providing service to Treviso Bay under the conditions that exist there, a profitable venture. As Mr. Dickerson has stated, if Embarq had any reason to believe that it could economically and profitably provide service to Treviso Bay, it would not be here today requesting this waiver.

And then I would also note that in Embarq's testimony and in our responses to the many discovery requests from both staff and Treviso Bay, Embarq provided far more cost support than Mr. Wood would have you believe. So the record is more than sufficient to support the costs that Embarq has projected.

Mr. Wood also stated that VoIP is not a viable voice replacement service. However, the universal service and COLR statute state exactly the opposite. In fact, in Subsection 6 of 364.025, communications service is defined to mean voice service or voice replacement service through the use of any technology. So, the legislature has already defined VoIP as a voice replacement service under the very statute that you are considering implementing here today.

And also, Mr. Wood stated -- made claims for the first time here today, it was not information that was included in his testimony, that Comcast doesn't have a location-based 911 service. However, information on Comcast's publicly available website shows that, in fact, it does have such a service and that they even offer battery backup for their service.

Treviso Bay would have you just look at parts of Section 364.025, that's the statute that we are considering here today, and it is also the statute that sets out the general universal service obligation. And they only want you to look, really, at half of it or part of it, maybe only a fourth of it, and that is Subsection 1 that sets out the universal service obligation. They completely ignore Subsection 6, which is the more recent revision to the statute, and which is, in fact, the provision of law under which Embarq filed its petition.

Under recognized principles of statutory construction, and in accordance with the express terms of Subsection 6 of Chapter 364.025, the grounds for requesting a waiver of a COLR obligation clearly involve circumstances beyond the four circumstances that justify automatic relief. In fact, what the statute says is a local exchange telecommunications company that is not automatically relieved of its carrier of last resort obligation pursuant to Subparagraph 1 through 4, may seek a waiver of its carrier of last resort obligation. So it is obvious that the legislature contemplated the basis for a waiver being something beyond the four automatic conditions that are put forth in the statute, unlike what Treviso Bay has represented to you here today.

In its filings in this docket, Embarq has demonstrated good cause for a waiver. And that demonstration

is based on the evidence that Embarq has submitted that the developer of Treviso Bay has entered into a bulk agreement with Comcast for the provision of data and video services; that Comcast will offer and be able to provide voice service to residents of the development over the same facilities that it will provide data and video services; that the voice services under the statute would be called voice replacement services and will be available to residents from an alternative provider and, therefore, the goals of universal service are met; and also that Embarq's construction of facilities to provide duplicate voice service will be unnecessary and uneconomic.

Based on these specific facts and circumstances that are existing at Treviso Bay, the Commission should grant Embarq's request for a waiver of its COLR obligation to that development. And that is all I have for right now. Thank you.

CHAIRMAN EDGAR: Thank you.

Mr. Wright, whenever you are ready.

MR. WRIGHT: Thank you, Madam Chairman.

As I said at the outset, we believe this is a fairly simple case that relates to Embarq's obligation to provide basic local exchange telecommunications service to the residents of Treviso Bay. Section 364.025(1) requires quite clearly that each local exchange company is required to provide basic local exchange telecommunications service within a reasonable time to each person requesting such service in its

service area. There is, I don't think, any dispute that Embarq is the only provider capable of providing basic local exchange telecommunications service as that term is defined in the statutes to the residents of Treviso Bay, and I will come back to that in a moment. Treviso Bay has requested that Embarq provide the service and Embarq has responded that it would do so.

Now, 364.025(6)(b) provides for four automatic exemptions for an ILEC to be excused from fulfilling its COLR obligation. They are spelled out. They relate to access limitations and relate to certain financial arrangements involving payments that would restrict access for an eligible telecommunications carrier to provide voice service. There are no such limitations, restrictions, or financial arrangements present in this case. I don't believe that is in dispute.

364.025(6)(d) does indeed provide than an ILEC may petition the Commission to be relieved of its COLR obligations for good cause. However, the good cause suggested by Embarq in this case where there is a financial arrangement -- excuse me -- where there is an agreement that limits the types of services that may be provided by an eligible communications carrier was specifically considered in House Bill 17, and specifically rejected by the legislature when it declined to offer that. The legislature has told us what for good causes are, and it has told us what one of the good causes, the one

posed here, is not.

In short, when you all do this, when you decide this case, you have to consider and understand what the statutes require. You know, this is obvious. It is predicate. The statutes require basic local exchange telecommunications service as the standard for meeting universal service obligations for satisfying the COLR requirements.

Now, Embarq asserts that voice over internet protocol or VoIP service, satisfies a COLR intent. Satisfies the practical intent -- those are terms that Mr. Dickerson used -- from meeting the universal service requirement. But even Embarq agrees that they are not the same. Embarq's witness, Mr. DeChellis, agrees that VoIP is not the same as basic local exchange telecommunications service. He agrees that people generally understand Embarq's wireline voice service to be basic service. He even agreed that he would have concern that the type of service -- that VoIP service would not satisfy the requirements of meeting standard telephone service that are required by the security monitoring company that's going to provide security monitoring services to the Treviso Bay Development.

VoIP is not the same as basic local exchange telecommunications service in practice, it is not the same in common understanding, and it is surely not the same in the contemplation of the Florida Legislature and the Florida

Statutes. Even the FCC won't even say whether VoIP is a telecommunications service within the meaning of its statutes.

Embarq is the only provider in the area of the Treviso Bay Development that can provide and that is obligated to provide basic local exchange telecommunications service. Embarq is the only provider to whom the residents of Treviso Bay can turn for basic local exchange telecommunications service.

Now, you've got to be real clear about what is going on here. Commissioner Carter asked Mr. Dickerson some questions about what if in the future somebody in the Treviso Bay development decides they want this service. He didn't come out and say it, but the implication is clear when he said if we don't get our COLR relief we'll provide the service. The implication is clear that if they do get their COLR relief, if a customer asks them for that service they will just say no.

So Embarq is the carrier of last resort, it is the carrier of only resort for basic local exchange telecommunications service, which is the service defined as the standard for meeting the universal service and COLR obligations under Florida law. The legislature knows what voice service is. It knows what basic local exchange telecommunications service is. It knows what VoIP is. It knows what communications service is. The statutes contain specific definitions for basic local exchange telecommunications

service, for VoIP, and for communications service. That is the term that is defined in .025(6).

Understanding and armed with its knowledge of the difference between these services for which the legislature has adopted different definitions, the legislature defined the standard for meeting universal service COLR obligation as basic local exchange telecommunications service. Not VoIP, not communications service, not voice service generally, basic local exchange telecommunications service.

If Embarq is not required to provide the requested service, then the statutorily mandated basic local exchange telecommunications service will not be available to residents of Treviso Bay, and there will be no universal availability of basic local exchange telecommunications service to the residents of the Treviso Bay Development. Thus, granting Embarq's requested waiver is contrary to the public interest because it will undermine the universal service requirement of Florida Statutes and deprive at least those residents of Treviso Bay, even if you don't consider the potential precedential value of this, of what is basically an essential service.

Finally, where Embarq has held itself out as being willing and able to provide telephone service pursuant to its tariffs, it cannot now renege on that commitment. Accordingly, the Commission should deny Embarq's petition.

Thank you.

CHAIRMAN EDGAR: Thank you.

Ms. Masterton.

MS. MASTERTON: Thank you, Madam Chair. I am just going to respond to a couple of things.

First of all, I don't think it is correct to say that Embarq agrees that VoIP is not an acceptable substitute for its landline voice service. In fact, as I stated earlier in my initial closing remarks, the legislature has recognized that it is an acceptable voice replacement service. And, in fact, the definition of universal service also recognizes that Section 364.025(1) defines universal service to mean an evolving level of access to telecommunications services that taking into account advances in technologies, service, and market demand for essential service the Commission determined should be provide at just, reasonable, and affordable rates to customers. So, I mean, the definition of universal service takes into account new technologies like VoIP as a replacement for traditional landline voice service.

As Embarq has demonstrated in its petition and discovery responses, the facts and circumstances that are the basis for its request for waiver of its COLR obligations demonstrate that the universal service obligations to Treviso Bay will be met by Comcast's immediate ability to offer its voice replacement service to the residents of Treviso Bay over

the very same facilities for which it will have a monopoly in the provision of data and video services. It's unnecessary to require Embarq to make an uneconomic and duplicate investment in facilities in order to act as a fallback provider for these services, which Comcast will readily be able to provide and has indicated it intends to offer to the residents of Treviso Bay.

And on that basis, Embarq believes that it has more than met its burden of proof to establish good cause for a waiver of its COLR obligations and Treviso Bay (sic) would ask that the Commission grant the request that Embarq has requested -- the waiver that Embarq has requested. Thank you.

CHAIRMAN EDGAR: Thank you.

Mr. Fudge, any additional matters?

MR. FUDGE: No, Madam Chairman.

CHAIRMAN EDGAR: Okay. Anything else that we need to take up? Anything for the good of the order?

All right, then. Thank you to our staff. Thank you to the parties. Thank you to the witnesses and my colleagues.

This hearing is adjourned.

(The hearing concluded at 12:45 p.m.)

STATE OF FLORIDA)

: CERTIFICATE OF REPORTERS

COUNTY OF LEON)

WE, JANE FAUROT, RPR, and LINDA BOLES, RPR, CRR, Official Commission Reporters, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

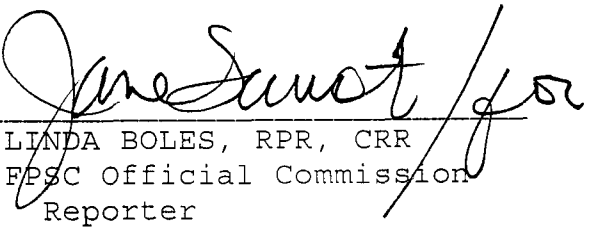
IT IS FURTHER CERTIFIED that we stenographically reported the said proceedings; that the same has been transcribed under our direct supervision; and that this transcript constitutes a true transcription of our notes of said proceedings.

WE FURTHER CERTIFY that we are not a relative, employee, attorney or counsel of any of the parties, nor are we a relative or employee of any of the parties' attorneys or counsel connected with the action, nor are we financially interested in the action.

DATED THIS 16th DAY OF FEBRUARY, 2007.



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Docket No. 060763-TL Exhibit 1 – Comprehensive Exhibit List – February 14, 2007			
Hearing I.D. #	**Witness**	**I.D. as Filed**	**Description**
1		Exhibit List – Stip 1	Comprehensive Exhibit List
Staff			
2		TREVISO BAY MARKETING MATERIALS	Treviso Bay's Response to Staff Data Request TB-1 No. 6
3		STAFF DISCOVERY TO EMBARQ	Composite of Embarq's Responses to Staff Discovery and Data Request a. Embarq's Responses to Staff Data Request # E1. b. Embarq's Responses to Staff's First Set of Interrogatories (Nos. 1 – 19) and First Request for Production of Documents (Nos. 1-7) c. Embarq's Responses to Staff's Second Set of Interrogatories (Nos. 20 -26) and First Request for Admissions (Nos. 1-5) d. Embarq's Responses to Staff's Third Set of Interrogatories (Nos. 27 – 30) e. Embarq's Responses to Staff's Second Request for Production of Documents (No. 8) f. Embarq's Responses to Staff's Second Request for Admissions (No. 6)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 1
Company/ FPSC Staff
Witness: Exhibit List - Stip 1
Date: 02/14/07

Docket No. 060763-TL Exhibit 1 – Comprehensive Exhibit List – February 14, 2007			
Hearing I.D. #	**Witness**	**I.D. as Filed**	**Description**
4		EMBARQ CONFIDENTIAL RESPONSES TO STAFF DISCOVERY	Composite of Embarq's CONFIDENTIAL Responses to Staff Discovery and Data Request a. Embarq's CONFIDENTIAL Responses to Staff Data Request # E1. b. Embarq's CONFIDENTIAL Responses to Staff's First Request for Production of Documents (Nos. 1 – 7) c. Embarq's CONFIDENTIAL Responses to Staff's Second Set of Interrogatories (Nos. 20,21 and 22) d. Embarq's CONFIDENTIAL Responses to Staff's First Request for Admissions (No. 4) e. Embarq's CONFIDENTIAL Responses to Staff's Third Set of Interrogatories (Nos. 29 and 30) and Second Request for Production of Documents (No. 8)
5		STAFF DISCOVERY TO TREVISO BAY	Composite of Treviso Bay's Responses to Staff Discovery and Data Request a. Treviso Bay's Responses to Staff Data Request # TB1 (Nos. 1-5, 7-8) b. Treviso Bay's Responses to Staff's First Set of Interrogatories (Nos. 1 – 5) and First Request for Production of Documents (Nos. 1 – 4) c. Treviso Bay's Responses to Staff's Second Set of Interrogatories (Nos. 6 – 11) and Second Request for Production of Documents (Nos. 5 – 9) d. Treviso Bay's Response to Staff's Third Set of Interrogatories (No. 12)

Docket No. 060763-TL Exhibit 1 – Comprehensive Exhibit List – February 14, 2007			
Hearing I.D. #	**Witness**	**I.D. as Filed**	**Description**
6		TREVISO BAY CONFIDENTIAL RESPONSES TO STAFF DISCOVERY	Composite of Treviso Bay's CONFIDENTIAL Responses to Staff Discovery and Data Request a. Treviso Bay's CONFIDENTIAL responses to Staff Data Request # TB1 b. Treviso Bay's CONFIDENTIAL responses to Staff's First Request for Production of Documents
Embarq			
7		EMBARQ DISCOVERY TO TREVISO BAY	Composite of Treviso Bay's Responses to Embarq's Discovery a. Treviso Bay's Responses to Embarq's First Set of Interrogatories (Nos. 1 - 4) and First Request for Production of Documents (Nos. 1 – 2) b. Treviso Bay's Responses to Embarq's Second Set of Interrogatories (No. 5) and Second Request for Production of Documents (No. 3)
8		AFFIDAVIT OF COMCAST	Non-Confidential portions of Affidavit of Larry Schweber of Non-Party Comcast of the South, Inc.
9		AFFIDAVIT OF COMCAST	CONFIDENTIAL portions of Affidavit of Larry Schweber of Non-Party Comcast of the South, Inc.
Treviso Bay			
10		TREVISO BAY DISCOVERY TO EMBARQ	Composite of Embarq's Responses to Treviso Bay's Discovery a. Embarq's Responses to Treviso Bay's First Set of Interrogatories (Nos. 1 – 7) and First Request for Production of Documents (Nos. 1 – 7)

Docket No. 060763-TL Exhibit 1 – Comprehensive Exhibit List – February 14, 2007			
Hearing I.D. #	**Witness**	**I.D. as Filed**	**Description**
11		EMBARQ CONFIDENTIAL RESPONSES TO TREVISO BAY DISCOVERY	Composite of Embarq's CONFIDENTIAL Responses to Treviso Bay's Discovery a. Embarq's CONFIDENTIAL Responses to Treviso Bay's First Set of Interrogatories (No. 5) b. Embarq's CONFIDENTIAL Responses to Treviso Bay's First Request for Production of Documents (Nos. 2, 4, 5 and 7)

EXHIBIT LIST

DOCKET NO. 060763-TL

Exhibit #	Witness	Counsel	Description	Moved In/Due Date of Late Filed
12	DeChellis	Masterton	MJD - 1	✓
13	"	"	2	✓
14	"		3	✓
15	"		4	✓
16	"		5	✓
17	"		6	✓
18	DeChellis	Wright	FCC order 3pg excerpt	✓
19	"	"	FCC VOIP NARUC Consumer Fact Sheet	✓
20	Dickerson	Masterton	KWD 1	✓
21	"	"	2	✓
22	Wood	Wright	DJW 1	✓
23	"		2	✓
24	"		3	✓

EXHIBIT LIST

DOCKET NO. 060763-TL

Exhibit #	Witness	Counsel	Description	Moved In/Due Date of Late Filed
25	Wood	Wright	4	✓
26	11	Masterton	Embarq Gen Exchange Tariff	✓

EXHIBIT NO. 2

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Treviso Bay

DESCRIPTION:

1. Treviso Bay's Response to Staff Data Request TB-1, No. 6

PROFFERING PARTY: Staff

I.D. # Stip-2

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 2
Company/ FPSC Staff
Witness: Treviso Bay Marketing Materials
Date: 02/14/07



Today. Timeless. Treviso Bay.

T O D A Y &

The thinking behind a very unique golf course.

Hills and Sutton have strived to create a design where every hole challenges not only your skills with a golf club, but your ability to out think the course and conditions. Each hole tests your ability to fit the shot to the situation – whether it is how to play a bump-and-run, high fade, lob shot, wind-cheater, or the hardest shot of all – the straight drive. At the TPC Treviso Bay you'll need them all.

"My goal with the design of the TPC Treviso Bay was to create a timeless golf course that would not pre-determine any type of shot or favor any one type of player. It is up to the individual golfer to decide which strategy will work best for them on each hole."

– HAL SUTTON

PLAYER CONSULTANT:
HAL SUTTON
With 14 PGA TOUR victories including two wins at THE PLAYERS, Hal Sutton brings a unique "Champion's" perspective to the design process. His philosophy that "the design should not dictate the way each hole is played" is clearly evident in the variety of options players have at the TPC Treviso Bay.

COURSE ARCHITECT:
ARTHUR HILLS
ARTHUR HILLS/STEVE FORREST AND ASSOCIATES
Having designed or renovated over 275 courses around the world, Arthur Hills is a true legend in golf course design. When he began designing the TPC Treviso Bay, his goal was simple: "Create a unique and truly memorable golf course." We think you will agree that he achieved that goal.



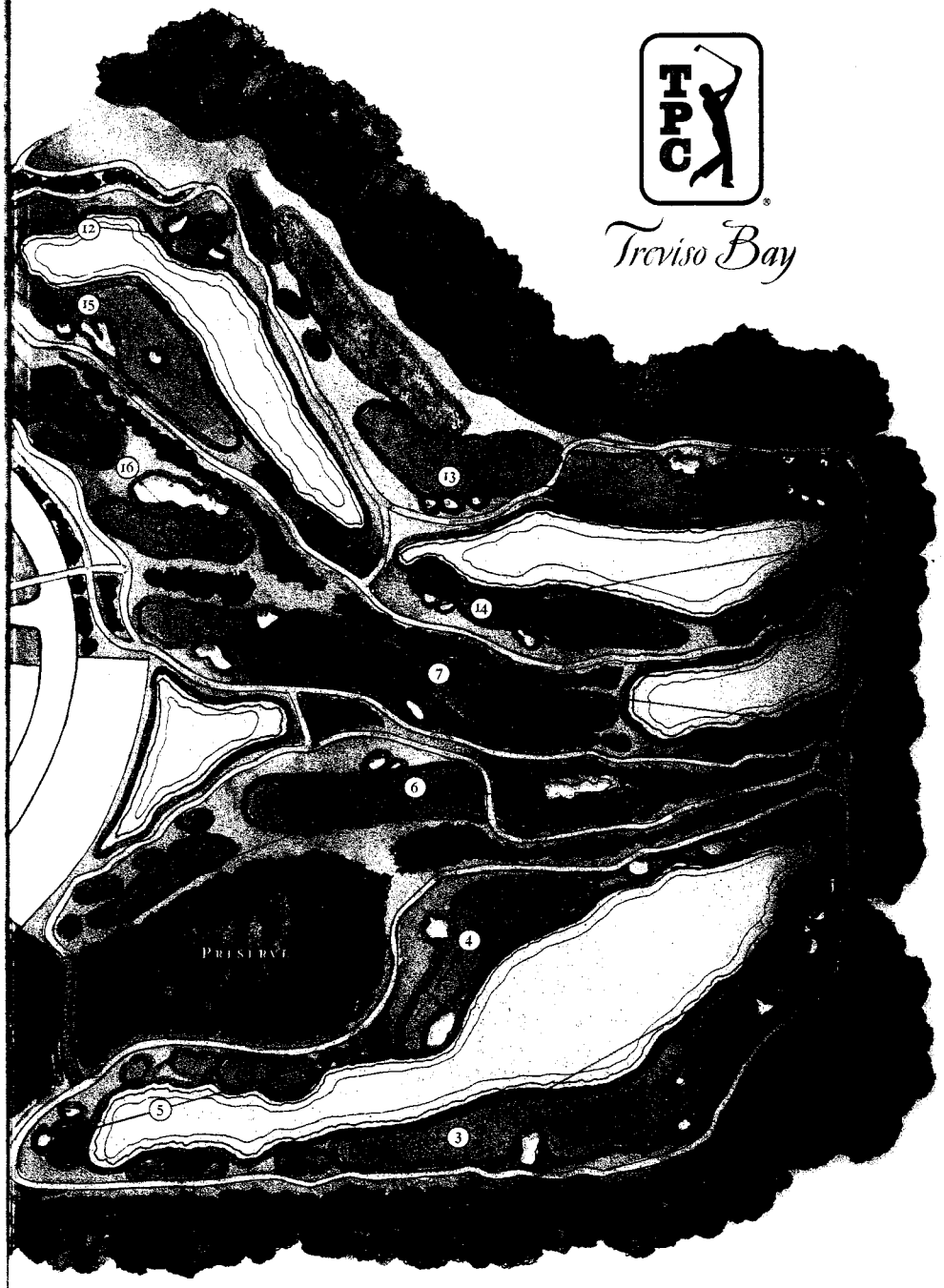
T I M E L E S S :



L I V E T H E P G A T O

T P C T R E

1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	TOTAL
445	334	609	374	195	449	503	214	577	3700	423	513	179	583	336	378	240	457	365	3459	7159
4	4	5	4	3	4	4	3	5	36	4	4	3	5	4	4	3	4	4	35	71
435	330	579	350	170	430	475	195	545	3509	400	513	165	550	315	358	200	440	345	3286	6795
395	303	544	320	150	405	450	175	505	3247	355	482	145	516	303	328	180	393	325	3027	6306
4	4	5	4	3	4	4	3	5	36	4	5	3	5	4	4	3	4	4	36	72



#2

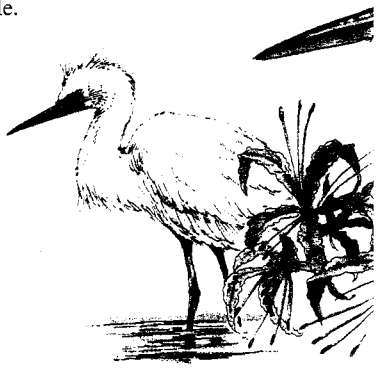
Feeling Lucky?

Modeled after the famous "Cape Hole" at the Mid Ocean Club in Bermuda, this hole gives each player the option of just how much of the water they want to cut off. But be careful, too conservative of a play down the right side will leave you a very long approach to a small green protected by bunkers and water. The right play will mean the difference between a possible birdie and carding the dreaded "other."



Paradise for Plant Lovers.

To ensure that the TPC Treviso Bay is as aesthetically pleasing as it is competitively challenging, we will plant thousands of trees, plants, and shrubs. Ranging from large specimen Pines, Oaks, Cypresses, and Palms, to seemingly countless varieties of ornamentals, perennials, and annual flowers, these plantings will not only create definition for various areas on the course, they will also be used to complement the design while enhancing the "personality" of each hole.



U R E X P E R I E N C E

V I S O B A Y

#3

Long Way Home

With the lake on the left and the Rookery Bay National Estuarine on the right, this long hole is the perfect example of Hal Sutton's design philosophy. Success here requires the right balance of conservative and bold play. Experienced members may well choose to drive with a fairway metal to guarantee proper positioning for their second shots. Being the "short man" off this tee may mean you're the "first man" off the next.



579 YARDS
PAR 5

#7

Drive Carefully

Featuring one of the few tree-lined fairways on the entire course, finding the short grass off the tee on this long par four is just the beginning of the variety of challenges you'll face here. Miss the well-guarded green with your long second shot and, depending on the pin position, you'll have to choose between a variety of recovery shots from pitch-and-runs, to high, soft lobs. We just hope your short game is up to it.

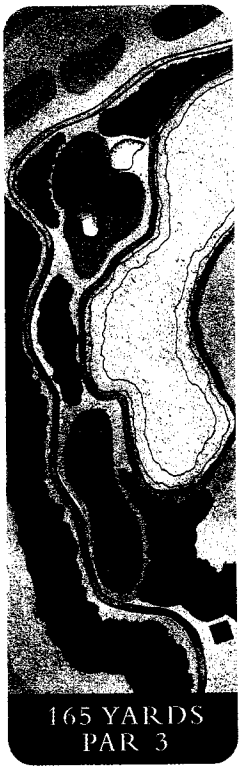


475 YARDS
PAR 4

#12

East of Eden

It's good that you're plenty warmed up when you stand on this tee. The smallish green is surrounded on three sides by water. And if that's not enough, there's a single "Eden" bunker front and center. Precision is everything here. If the pin is stuck on the far left or far right, the prudent play is to aim away and leave par up to your putter. We call it "Eden," but plenty of players will call it "Hades."



165 YARDS
PAR 3

It's Pretty Wild Around Here.

Bordering on the 110,000-acre Rookery Bay National Estuarine Research Reserve, the TPC Treviso Bay is the natural home to a wide variety of animals, as well as a variety of indigenous and migratory birds. This creates a feeling that you are "out in the country" even though you are only minutes from downtown Naples.



Audubon International Cooperative Sanctuary System

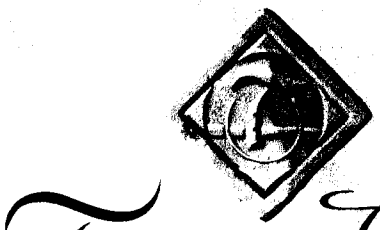
Currently 21 of the 24 TPCs nationwide are certified by Audubon International for excellence in environmental protection. The TPC Treviso Bay will join with the three remaining clubs and gain full Audubon Certification.

Rainouts Are a Rarity Here.

When frequent summertime storms leave many golf courses in the area "under water" the TPC Treviso Bay will still be ready for play. How? We are installing an advanced underground 'lift station drainage pumping system.' This unique rainwater management system is capable of drawing up to 2,000 gallons-per-minute of water from the golf course and pumping it into the network of lakes and canals.




Treviso
NAPLES



Treviso Bay

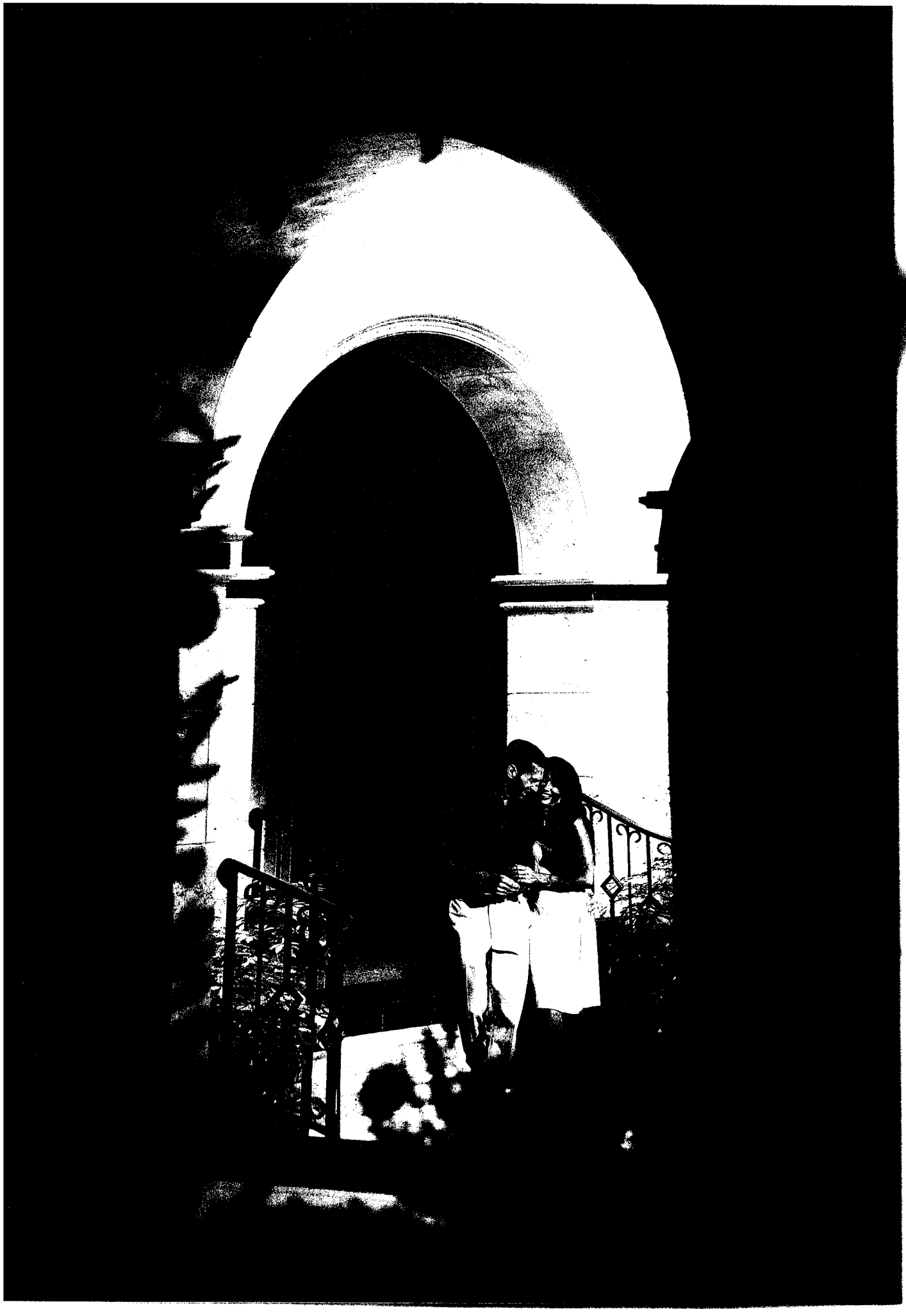
NAPLES

It's about time...



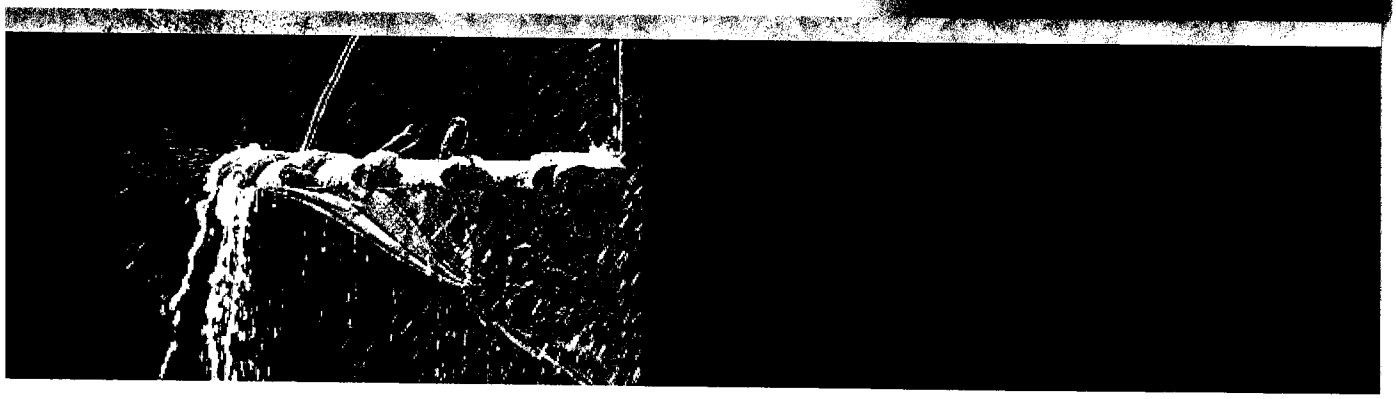
and your time is now

You've always known where you were headed and what you wanted. Well, here you are at last. Your time is now, and **Treviso Bay** is the place, exceeding even your own expectations. Here you'll discover a lifestyle beyond anything you've imagined, where you'll have the time and space to do things your way, to make your own traditions. If you're ready to tell tradition where to go next...Welcome to **Treviso Bay**. ◆



to surround yourself with timeless elegance





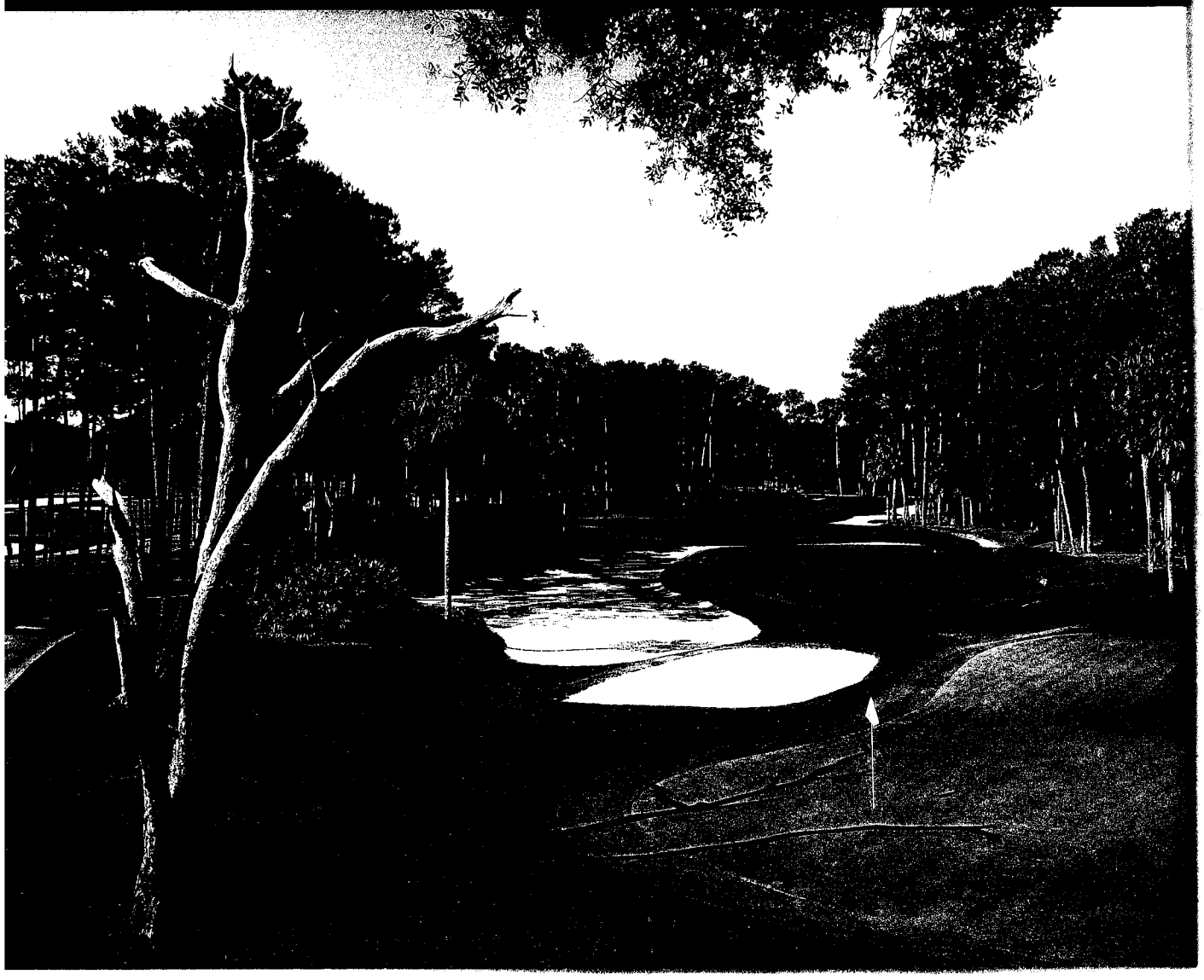


Treviso Bay brings a fresh approach to the club lifestyle that surpasses even the standards expected of Naples. Delight in the beautifully landscaped parks, waterfalls and gardens of Il Camminata, and admire the Tuscan touches that accent the Mediterranean architecture. New designs and detail infuse traditional grace and style with a sense of youthful vitality.

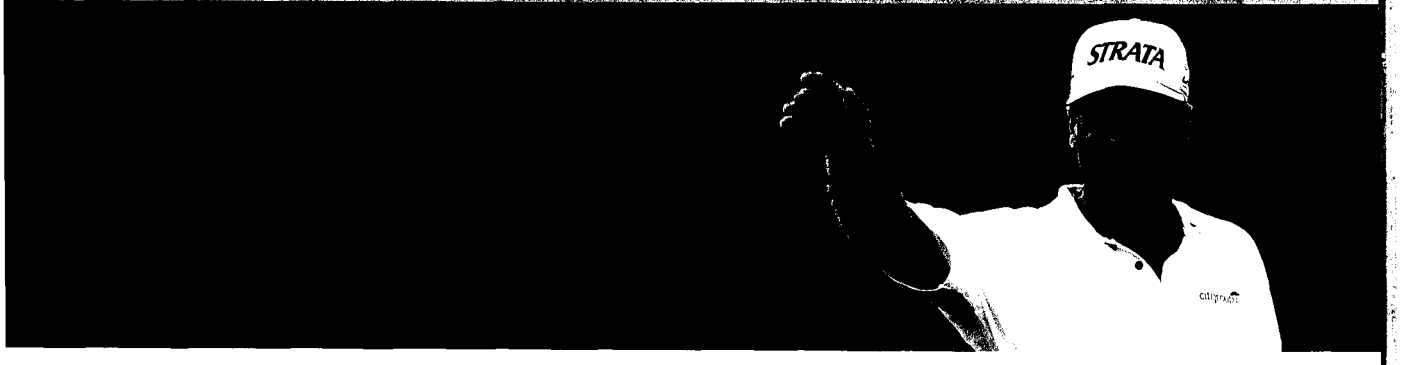
At **Treviso Bay**, you will cherish the liberating feeling of timeless elegance. ◆



It's about tee times too

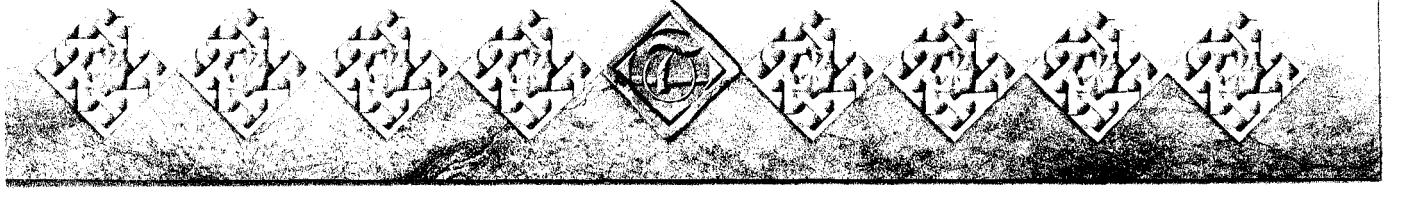






Hal Sutton

The PGA TOUR's prestigious Tournament Players Club at **Treviso Bay** (the only TPC network club in southwest Florida) will raise the bar for golf in Naples. Designed by Arthur Hills, with PGA Championship winner and Ryder Cup Captain Hal Sutton as player consultant, the course honors the proud traditions of a legendary game and evokes the vitality and excitement of the game today. Created and maintained to PGA TOUR standards, you will live the PGA TOUR experience every time you play. And, as a member you'll be part of the TPC network of elite courses around the country. ●





Take time for the best in golf and friends



TOURNAMENT PLAYERS CLUB

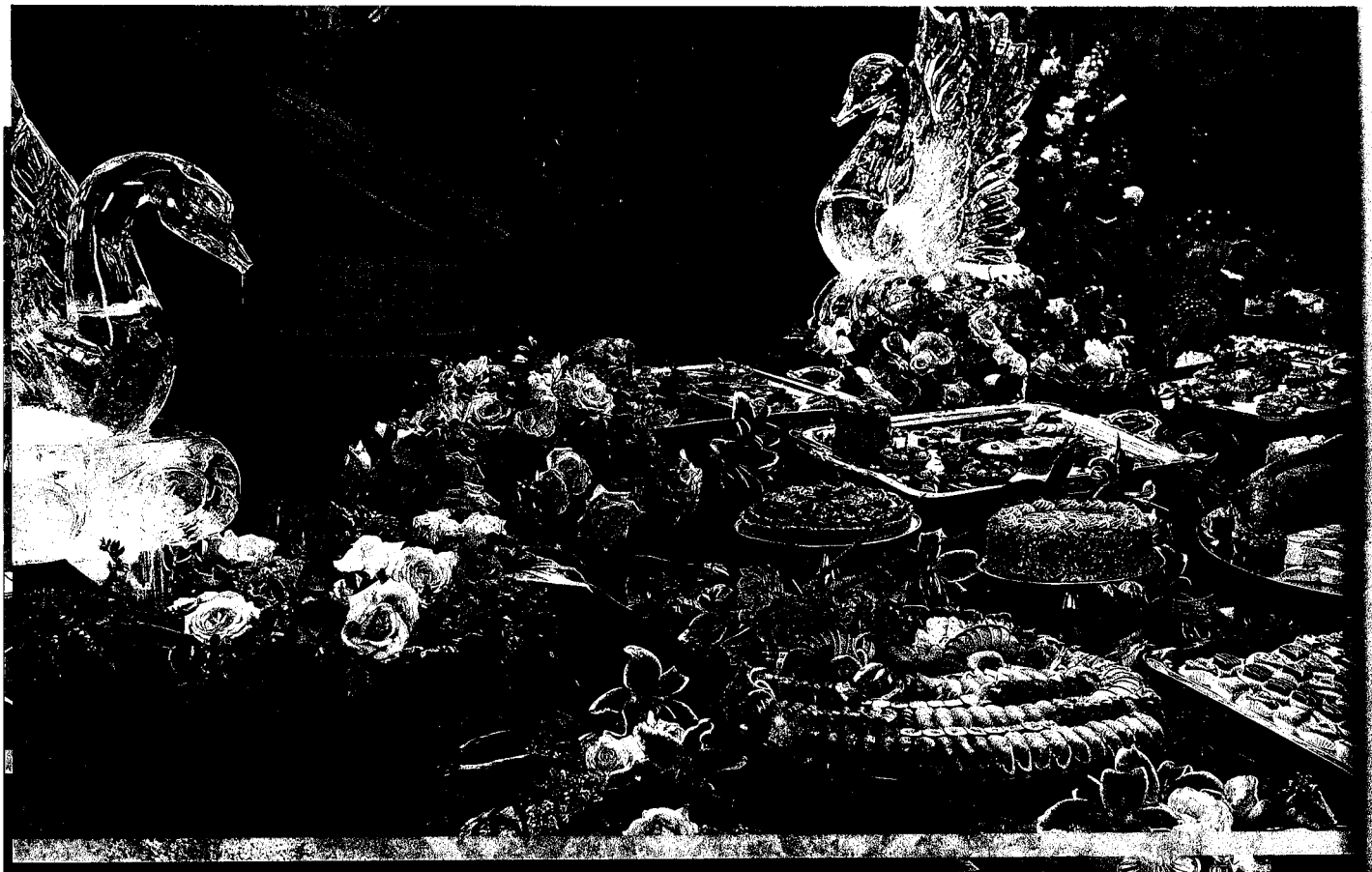


Conceptual illustration. Subject to change.

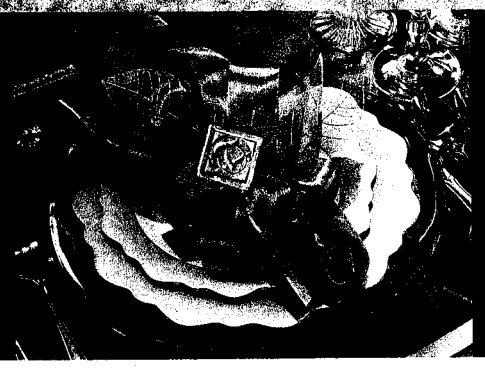




Affiliation with the Tournament Players Club means more than great golf. The 52,000-square-foot **Treviso Bay** clubhouse is part of the PGA TOUR experience, designed and built to tournament-hosting requirements and managed by the PGA TOUR to the very highest level of service. You can be sure the clubhouse amenities, from locker rooms to dining rooms to the Champions Room, are every bit as stellar as the golf course itself. In every respect, sharing the club life at **Treviso Bay** with your friends will be something to savor. ◆



It's about having time to celebrate



At **Treviso Bay** creative haute cuisine or casual dining is as close as the clubhouse. The dining and grill rooms will rival anything you'll find in Naples. And, the club's active social calendar means that just about any weekend you can go out for a night on the town without ever leaving **Treviso Bay.** ◆





It's about time to satisfy your active life...

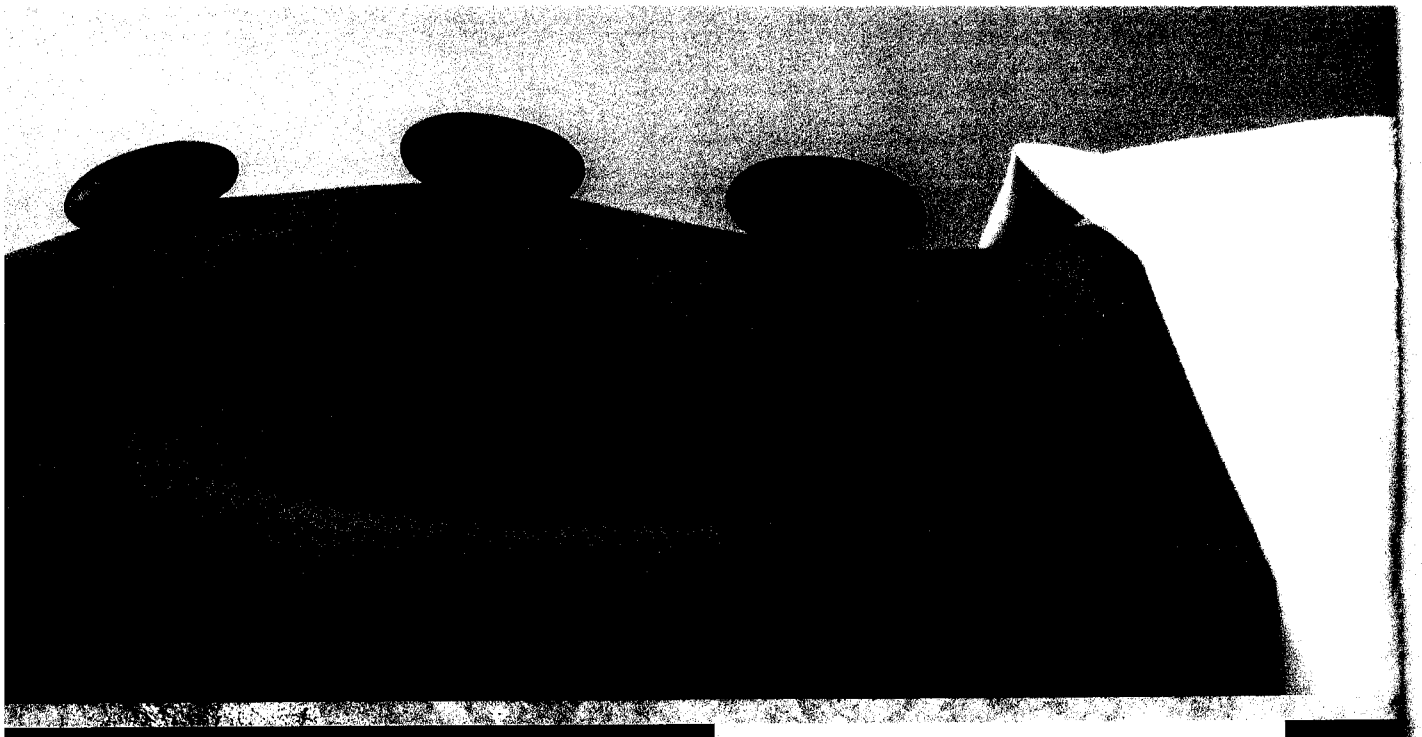


If you strive to stay in shape, you'll find yourself spending time at the 33,000-square-foot **Treviso Bay** Club & Spa, designed to be "the best of the best." Stay fit the old-fashioned way, with rousing sets of tennis and brisk swims in the lap pool. And when exercise isn't on the agenda, laze in one of the resort-style tropical lagoon pools, complete with waterfalls. ●



Conceptual illustration. Subject to change.





...and feed your soul





The **Treviso Bay** lifestyle includes something you'll find in no other Naples community, a full-service spa inspired by the legendary health resorts of Europe. The **Treviso Bay** Club & Spa is all about indulging yourself. From ten different facial treatments and a dozen massage styles to manicures and pedicures, you'll have the ultimate in personal pampering. Catering to your need for "me time" is just one more hallmark of **Treviso Bay**. The state-of-the-art fitness center is comprehensively equipped for Pilates, cardio, circuit and strength training. Work out with your own routine or with the encouragement of a personal trainer, and begin your healthier lifestyle. ◆



Take time to sail away

Explore nearby islands, cruise Naples Bay or take off for a day of offshore sport fishing from the **Treviso Bay** Marina. The Marina, along with the golf, fitness, spa and club facilities, offers a multi-dimensional luxury lifestyle that makes **Treviso Bay** a unique experience in club living. Quite simply, **Treviso Bay** is the finest of everything. ◆





Time to feel at home



Treviso Bay offers a choice of upscale residences that reflect an attention to detail in custom estates, executive homes, villas, coach homes and Treviso Towers. All designed and crafted by our preferred builders who are among the best in Southwest Florida. ◆



Where time is measured by a bird's wings

Man can create many splendid things but never match the splendor of nature. Such splendor is unique to **Treviso Bay**. Bordering the community is the Rookery Bay National Estuarine Research Reserve, which encompasses 110,000 acres of coastal lands and waters owned and managed by the State of Florida Department of Environmental Protection. One of the few remaining undisturbed mangrove estuaries in North America, the adjacent reserve adds to **Treviso Bay's** tranquil and luxurious nature. ●

A special place in time

This is a special place, an opulent sanctuary for those yearning for a distinctive lifestyle that stands apart from traditional club living. Now your search is over. Your time is now. Your place is here - at Treviso Bay. ◆



Treviso Bay
NAPLES

9004 Tamiami Trail East, Naples, FL 34113

239.643.1414 ◆ Fax: 239.643.1420 ◆ Toll Free: 877.643.1476

www.TrevisoBay.com

PREMIER PROPERTIES
Exclusive Representative

A VK COMMUNITY

TPC
Treviso Bay



Treviso Bay

NAPLES

Community Overview

COMMUNITY OVERVIEW

LOCATION & COMMUNITY

- Treviso Bay consists of 1,050 acres of conservation, residential and commercial land located in Collier County
- Approximately 5 minutes south of Downtown Naples on US 41
- Gated main entrance monitored 24 hours a day
- Gated master planned community for 1,200 residences
- Treviso Bay is destined to be Naples' most prestigious ultra-luxury residential golf course community, developed to include the TPC at Treviso Bay (Tournament Players Club) where you can "live the PGA TOUR experience"
- Treviso Bay Club & Spa delivers resort-style club living with full-service Spa, State-of-the-Art Fitness Center, Tennis and other lifestyle amenities
- Community theme and homes incorporate the rustic styles of the Italian countryside and the Mediterranean region of Europe

DEVELOPER

- V.K. Development Corporation and Treviso Bay Development, LLC, are generational, family-operated companies headquartered in Brookfield, Wisconsin
- Vincent Kuttemperoor, President and CEO, is a former professor of mathematics, physics, and nuclear engineering
- V.K. Development Corporation is now an industry-leading real estate development company specializing in designing and creating neighborhoods, commercial developments and master-planned communities
- V.K. Development Corporation has created business relationships with such companies as PGA TOUR, Inc. and Premier Properties' Developer Services

THE AMENITIES

Club Amenities

- 18 hole championship TPC golf course, designed by Arthur Hills, with PGA Championship winner and Ryder Cup Captain Hal Sutton as Player Consultant.
    - Membership Deposit
    - Limited membership of 400 members
    - Estimated annual dues at $9,500
- 52,000 S.F. clubhouse including locker rooms, Champions Room, several formal and casual dining areas, including Banquet Facility.
    - Membership Deposit
    - Estimated annual dues at $3,600
- Treviso Bay Club & Spa will include a 33,000 square foot building housing its own 4,500 S.F. fitness center, a Spa with pampering treatments from massage to skin care, Bijoux Movie Theatre, Carousel Kids Club, lagoon pool with waterfalls, private cabanas, waterside bar, the Mediterranean Café, 6 tennis courts with pro shop
- Off-site Marina with dry dock storage, concierge launching service and access to Naples Bay and the Gulf

Community Amenities

- Spectacular entry is followed by elaborate fountains throughout the community
- Three parks of "Il Camminata" include formal gardens, rainbow park, numerous fountains and more with plenty of room for walking and biking
- Adjacent to 110,000-acre Rookery Bay National Estuarine Reserve

NEIGHBORHOOD DESCRIPTIONS

Following the release in February 2006, there are currently 7 unique residential neighborhoods with 7 types of homes: coach homes, attached and detached villas, grand villas, Treviso Towers, executive and custom homes.

di Napoli:

Di Napoli is it's own quaint neighborhood of multi-family residences designed by Taylor Woodrow Communities with privacy and design in mind. Courtyards will welcome residents and guests, with plenty of water views once inside, including the elaborate Treviso Bay Bridge.

Via Veneto:

Named after one of the most famous streets of Italy, the Via Veneto neighborhood is located just west of the Treviso Bay Bridge and the "Diviso Fontana" park; this neighborhood offers all of the splendor that could be found in Rome itself. Including private entrances to each attached villa, homes will have views of the nearby lakes or preserve. Built by R&D Companies.

Vercelli:

The neighborhood of Vercelli is located just east of the Treviso Bay Club & Spa, and yet offers its own amenities as well. Designed by Taylor Woodrow Communities, these detached villas provide private residences with pools offering views of lakes and preserve.

Italia:

The neighborhood of Italia encompasses all the glamour of Italy. With its own separate entrance off Treviso Bay Drive and close proximity to the Treviso Bay Club & Spa, these private villas are most certainly grand. Designed by R&D Companies, the neighborhood is nearly surrounded by lakes, creating an almost island-like atmosphere.

Acqua di Treviso:

The neighborhood of Acqua di Treviso is planned to include 4 stately, yet detailed eight-story buildings. Designed by Mady Development Corporation, Alberi Acqua will be the first of these four buildings with immediate access to the neighborhood's own private entrance. Each unit includes balconies to both the north and south providing an overview of not only the community, but some of the best views of Rookery Bay. Common areas will provide additional, personal amenities.

Lipari:

Lipari includes 28 lots available for model and executive homes. Multiple packaged designs lead to a variety of semi-custom homes catering to residents' own personal style. Lakes surround lots situated north and south. Lots facing eastward enjoy views of "La Parterre" and lots facing westward enjoy views of Rookery Bay.

Pavia:

Pavia includes 11 homesites available for model or custom built homes. They average 150 feet wide and 180 feet deep and run north to south, surrounded by lakes and preserve, with eastward views across a lake and into the formal gardens "La Parterre." Builders include Gulfshore Homes, Harwick Homes, McGarvey Custom Homes and Snell Custom Homes.

THE RESIDENCES

Coach Homes – di Napoli

- 4 residences per building, with attached 2 car garages
- Homes currently priced from approximately $750,000
- Home sizes begin at 2,400 S.F.
- Developed by Taylor Woodrow Communities

Attached Villas – Via Veneto

- Attached Villas with private entrances offered from approximately $750,000
- Each home from approximately 1,950 to 2,400 S.F.
- Developed by R&D Companies

Villas - Vercelli

- Detached Villas currently priced from approximately $985,000
- Home sizes start at 2,860 S.F. with private pools and gardens
- Developed by Taylor Woodrow Communities

Grand Villas - Italia

- Detached Villas offered at approximately $1,700,000
- Home sizes range from approximately 3,000 to 5,000 S.F. on 70 foot home sites
- Developed by R & D Companies

Treviso Towers – Acqua di Treviso

- Eight story buildings with units starting at approximately $900,000
- Units have preserve and lake views and range from approximately 2,000 to 3,000 S.F.
- Each unit includes two parking spaces under building
- Developed by Mady Development Corporation

Executive Homes - Lipari

- Home and home site packages to begin at approximately $2,500,000 complete
- Packages with homes from 3,250 S.F. to 4,750 S.F.

Participating Executive Home Preferred Builders Include:

Gulfshore Homes
McGarvey Custom Homes

Custom Estate Homes - Pavia

- Approximately one half plus acre home sites with lakefront and preserve views
- Home sites begin at $890,000
- Homes designed from 4,500 S.F.

Participating Custom Estate Home Preferred Builders Include:

Harwick Homes Construction, Inc.
McGarvey Custom Homes
Gulfshore Homes
Snell Custom Homes

TREVISO BAY BUILDERS

Gulfshore Homes

Building over 900 homes in Southwest Florida while using unique vision and a high level of customer service to create one-of-a-kind residences is the work of Gulfshore Homes. President Steven Watt and seasoned building professionals provide a wide range of knowledge and expertise to their clients. Since 1977, unanimous satisfaction has led to awards such as Collier County Sand Dollar Awards. The process is precise; architects, engineers, designers and subcontractors, all of whom work directly with the clients, personify the art of custom homebuilding. Onsite attention to detail creates unsurpassed, quality homes that truly make a statement to each proud resident.

Harwick Homes Construction, Inc.

Rick and Kathy Harwick, owners of Harwick Homes Construction, Inc., founded the company in 1986. Since then, this family-focused business has gained local and national esteem through awards such as the "Best in American Living" and "Best of Show" from the American Institute of Building Design. Locally, Harwick Homes has been recognized by the notable Pinnacle and Sand Dollar Awards and is known for outstanding detail. Recognition comes from a one-on-one way of working with clients through each phase of design and construction. Rick, a Florida certified contractor, and Kathy, a Florida-licensed real-estate broker, hire only the most talented team members. Therefore, each home includes the experience of not only the founders, but also four full-time field supervisors, a customer service representative and a client-focused team.

Mady Development Corporation

Mady Development Corporation brings a reputation of being an established and broad based company that delivers value-added real estate; the company has been doing so for over 31 years. Founded in Canada, Charles Mady and his team have diversified their business across Canadian borders into the U.S. while not losing site of philosophies based on social and economic contribution to each community. Recent projects are located in Dallas-Fort Worth, Chicago and Ontario. Mady Development Corporation brings a desire to earn the respect of each resident through integrity and an unparalleled commitment to client satisfaction.

McGarvey Custom Homes

Craftsmanship, exceptional quality and daily personal attention is the foundation that forms McGarvey Custom Homes. Clients of McGarvey Homes revel in the company's passion for perfection within each prestigious community built by President John McGarvey and his team. Other local communities have recognized the McGarvey Custom Homes focus on daily, personal attention. McGarvey Custom Homes will not compromise on materials or details that match the desires of their homeowners. Over 100 dedicated professionals strive to eliminate non-value-added time from the construction process, creating a more enjoyable and effective building process. The McGarvey Custom Care is its own warranty service company, providing long-term home maintenance.

R&D Companies

The villas of R&D Companies are a fresh approach to some of the community's favorite products. R&D continuously creates new ideas that leave a lasting impression within Southwest Florida. Led by President Jon Rubinton, R&D provides quality lifestyles through a focus on value. Attention to small details from architecture to application leads to exceptional results. Customers will enjoy the experience of living in an R&D villa knowing that since 1978, R&D Companies only builds within the finest Southwest Florida communities.

Snell Custom Homes

Family-owned Snell Construction creates homes embodying dramatic design, fine craftsmanship and state-of the-art construction techniques. Since the company's inception in 1989, President Jerry Snell and wife Linda have implemented philosophies of honesty and fairness into everyday business. As a result, Snell Construction, and subsidiary Snell Custom Homes, has been recognized through various awards, including the local 2002 Sand Dollar Award for "Product Design of the Year." While enjoying this noted success from the community, Snell Custom Homes prides itself in the fact that most of the company's business is a result of simple, word-of-mouth marketing from satisfied homeowners.

Taylor Woodrow Communities

One of Europe's largest homebuilders, Taylor Woodrow builds over 13,000 homes worldwide each year – and is currently involved in more than 100 active developments throughout Florida, California, Arizona, Texas and Canada. As President of the Southwest division, Alan Smith and each Taylor Woodrow employee share a company vision of excellence, which means quality controls every step of the way, efforts that have garnered much positive recognition and ultimately lead to products "Inspired by You."

IL CAMMINATA: Treviso Bay Parks

Il Camminata is a traditional evening stroll that is a part of the lifestyle in Tuscany, Italy. Following a meal, friends and family take a walk or bike ride through surrounding neighborhoods and landscapes to enjoy nature and one another. Treviso Bay provides this same sense of enjoying one's life and community, inviting you to recognize the simplicity of life through the beautiful surrounding environment.

Diviso Fontana ("The Divided Fountains")

Entering Treviso Bay is an experience in itself. Once traveling across the bridge, you and your guests are graciously met with a bi-level roadway, creating cascading waterfalls. An abundant display of flowering trees and shrubs surround the park in a myriad of colors:

- Blue - Plumbago
- Orange – Royal Poincianas
- Pink and Red – Tabebuias, Oleanders, Bougainvillea, dwarf Roses
- Purple – Jacarandas and Durantas
- White – Geigers and Jasmine
- Yellow – Cassias, Allamanda and Tabebuias

Arcobaleno ("The Rainbow/Sunset Park")

The Sunshine State provides plenty of just that. Time-managed fountains create natural rainbows during sunrise and sunset to create an image and mood that cannot be produced by man alone. Sit among fragrant shrubs such as Gardenias, Jasmine and Crinum lilies and enjoy one of nature's beautiful creations. This special park features Live Oaks, Royal and Date palms and oscillating rows of multi-colored Bougainvillea.

La Parterre ("Formal Gardens")

Located centrally within Treviso Bay, this exquisite and detailed park includes formal gardens and mazes reminiscent of gardens in ancient Tuscan villages, including pots and jardineres laden with flowers. Plenty of space for walking or biking will be provided along old world, hand set marble paving in mosaic patterns. Containing multiple unique and eye-catching

landscapes, this park invites you to read by the fountains or enjoy a picnic under the trees. Whatever your desires, La Parterre is sure to inspire and meet them.

It's about time...to choose your own lifestyle. The parks of Il Camminata, connected by bike trails and sidewalks, invite relaxation or an active lifestyle. From a morning run with the Florida sunrise, to an afternoon drive among flowering shrubs, or an evening stroll along moonlit fountains, the possibilities are limited only to your imagination.

WENTWORTH ESTATES

Your Community Development District for Treviso Bay

Purpose

The size and prestige of Treviso Bay requires certain infrastructure needs. For example, Treviso Bay extensive storm water management system requires attention for construction and maintenance. As your Community Development District (CDD), Wentworth Estates is a special purpose unit of local government working to provide the setting and functional elements of the Treviso Bay location.

Benefits

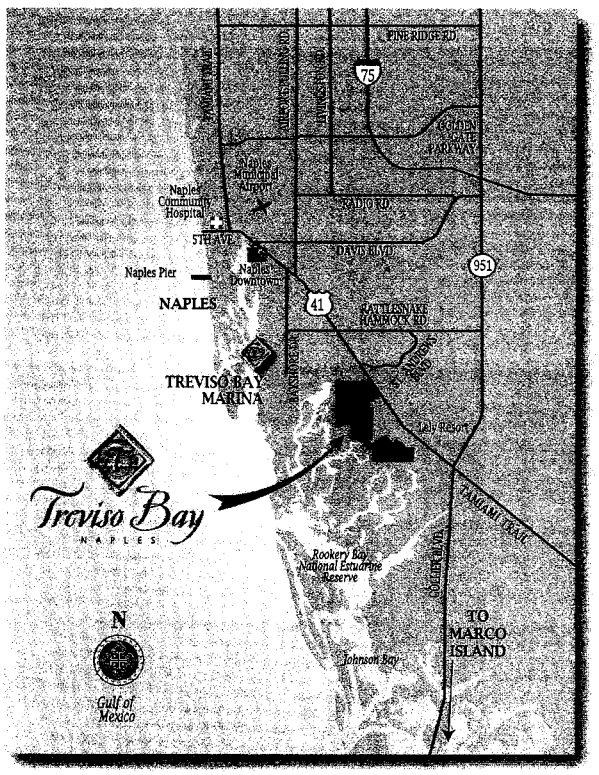
Wentworth Estates is responsible for recognizing and respecting the present needs of the surrounding estuaries, landscapes and natural wetlands. While preserving the land inhabited by numerous species of wildlife and birds, the CDD creates an adequate storm water management system necessary for residents, which is essential for storm water flood protection. Overall, the CDD insures that infrastructure is paid off, integrity is maintained, and residents have less concerns.

Functioning

Wentworth Estates is financed through self-imposed assessments, collected by the Collier County Tax Collector. CDD assessments will be shown as an annual line item on the residents' tax bill. All revenue and resulting service is the management function of the CDD. Five members are elected to the Board by the landowners. This Board serves its landowner and residents through long-term support as outlined by Florida law. Ultimately, this Board will be elected by the residents of Treviso Bay.

Promise

A team embodying knowledge, care and concern of Treviso Bay's needs has been selected to manage the Wentworth Estates CDD. Their work has been in progress since the inception of the project. Through preserved landscape, water protection and a large list of amenities, Wentworth Estates assures the desired quality of life of Treviso Bay residents.



Treviso Bay

NAPLES

PREMIER PROPERTIES
Exclusive Representative

A VK COMMUNITY

TPC Treviso Bay

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Estimated Pricing*

Di Napoli **- Coach Homes** (deposit payable to SUNTRUST)	from	595,000	to	725,000
Via Veneto **- Attached Villas** (deposit payable to R & D Italia Villas for Via Veneto)	from	795,000 plus	to lot	895,000 premium
Vercelli **- Detached Villas** (deposit payable to TAYLOR WOODROW HOMES)	from	925,000 plus	to lot	975,000 premium
Italia **- Detached Grand Villas** (deposit payable to R & D Italia for Italia)	from	1,875,000 plus	to lot	over 2 mil premium
Acqua Di Treviso **- Mid-Rise Tower** (deposit payable to CHEFFY, PASSIDOMO)	from	900,000	to	1,766,000
Lipari **- Executive Home Packages** (deposit payable to PORTER, WRIGHT et al)	from	2.5 million	to	over 3.5 million
Pavia **- Custom Estate Home Sites** (deposit payable to PORTER, WRIGHT et al)	lots from	890,000	to estimated home prices from	930,000 4.5 million

* Estimated pricing for reservation contracting

Reservations require: $25,000 refundable deposit for selected home or site
$10,000 refundable deposit for Golf (optional)
$ 5,000 refundable deposit for Club and Spa

prices subject to change without notice

Last Updated: 2/12/2007

The Clubs of Treviso Bay

Membership Pricing

The Treviso Bay Club & Spa	Membership Deposit	*Estimated* Annual Dues
Resident Membership	$25,000	$3,600

Details:
* Applications and $5,000 deposit to be received with purchase of home/lot
* Full deposit due at later of completion of Club or home/lot closing
* Dues to be paid at completion of Club

The TPC at Treviso Bay	Membership Deposit	*Estimated* Annual Dues
Charter (Resident) Membership	$90,000	$9,500

Details:
* Applications and $25,000 due for full access to network
* Full deposit due 30-45 days prior to completion of Club
* Dues to be paid at completion of Club

The TPC at Treviso Bay	Membership Deposit	*Estimated* Annual Dues
Invitational Membership	$110,000	$9,500

Details:
* $55,000 due at acceptance of application by TPC for full access to network
* Full deposit due 30-45 days prior to completion of Club
* Dues to be paid at completion of Club

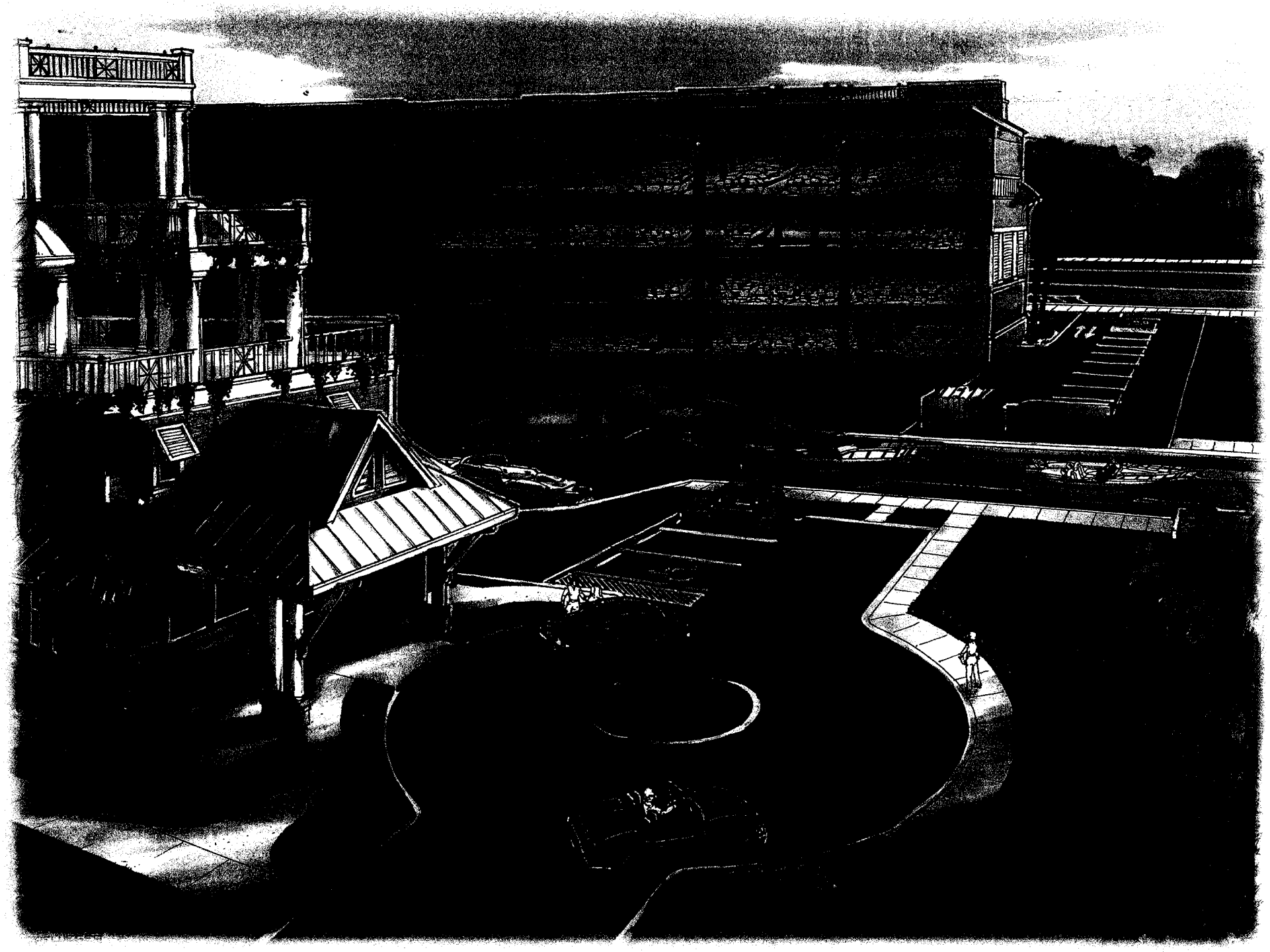
Prices Subject to Change

Treviso Bay Marina Club



Treviso Bay

NAPLES

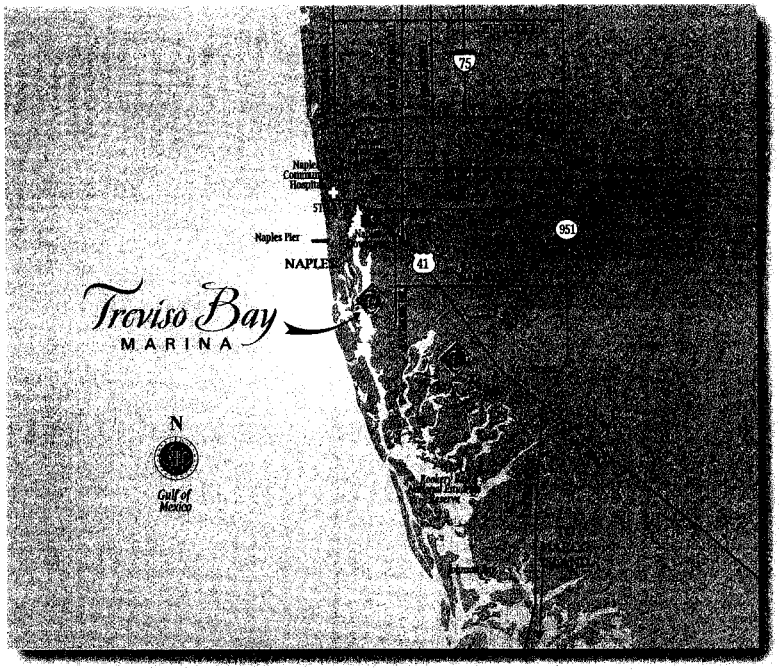


Located on the newly renovated Bayshore Drive in Naples, the Treviso Bay Marina Club provides boating access to Naples Bay, the Gordon River, the Gulf of Mexico and beyond. Our concierge service will launch your boat or vessel in advance so that your adventure and enjoyment can begin as soon as you arrive. A short 20-minute ride to the Gulf of Mexico leads boaters to their own navigated paradise.

TREVISO BAY MARINA CLUB STORAGE BAY OPTIONS						
BAY SIZE	**LENGTH**	**WIDTH**	**HEIGHT**	**VOLUME (CU. FT.)**	**BOAT COUNT**	**TOTAL VOLUME (CU. FT.)**
A	30	10	9.5	2,850	21	59,850
B	30	10	12	3,600	3	10,800
C	30	10	13	3,900	6	23,400
D	35	10	12	4,200	6	25,200
E	35	10	13	4,550	12	54,600
F	35	10	10	3,500	12	42,000
G	40	10	13	5,200	15	78,000
H	40	15	15	9,000	8	72,000
I	25	10	9.5	2,375	12	28,500
J	30	10	10	3,000	6	18,000
K	35	10	14	4,900	9	44,100
L	35	15	14	7,350	6	44,100
M	20	12	9.5	2,280	1	2,280
N	25	12	10	3,000	1	3,000
O	30	12	14	5,040	2	10,080
P	35	10	9.5	3,325	6	19,950
Q	45	10	10	4,500	6	27,000
R	25	10	12	3,000	6	18,000
S	25	10	13	3,250	12	39,000

The Treviso Bay Marina Club offers dry Storage Bays that may accommodate boats ranging from 25' to 40'. Membership for the use of storage spaces is limited to 158 Storage Bays and entitles Members to use of the club lounge facilities, boat storage and concierge launch service. The Treviso Bay Marina Club may also offer other types of memberships in the future.

The Treviso Bay Marina Club will be open year round for each Member's enjoyment. The Treviso Bay Marina Club is yet another compliment to the amenities of unparalleled excellence at Treviso Bay.



Treviso Bay
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All preliminary calculations completed at the Sales Office are only estimates to determine the approximate Storage Bay required and the applicable Membership Deposit. Prior to executing a membership application and delivering the Membership Deposit, it is Applicant's responsibility to confirm the size of the Storage Bay required to accommodate Applicant's boat/vessel. Treviso Bay Marina Club makes no representations or warranties as to the size of the Storage Bay selected.

Development and construction of the Treviso Bay Marina Club is contingent upon receipt of all applicable governement permits and approvals. Access to and use of the Treviso Bay Marina Club is subject to the purchase of a Marina Club membership.

di Napoli

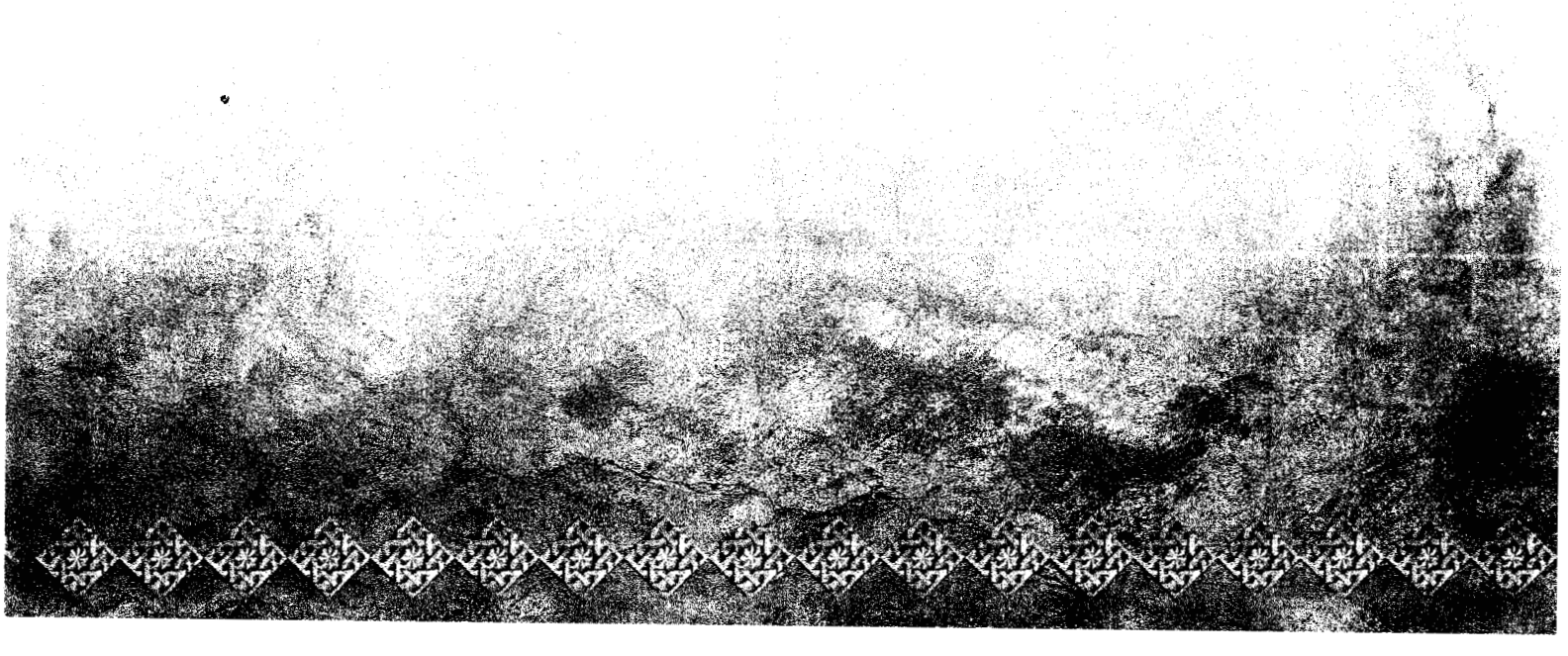
by Taylor Woodrow



Treviso Bay

NAPLES

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di Napoli

COACH HOMES by Taylor Woodrow

Parcel 101

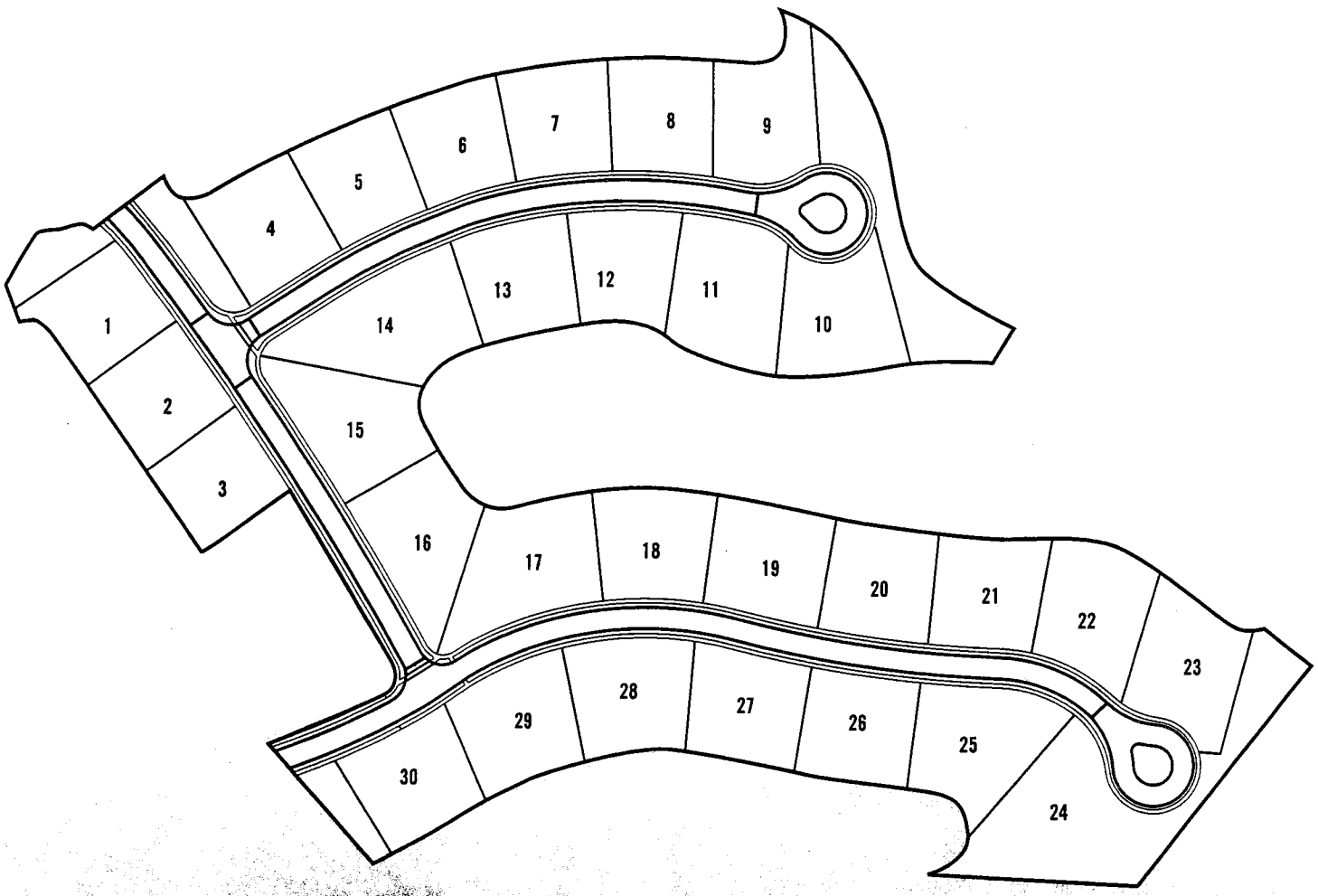
Model	Sq. Ft.
Lucia *First Floor*	2,463 A/C
Francesca *Second Floor*	3,040 A/C

Available Units

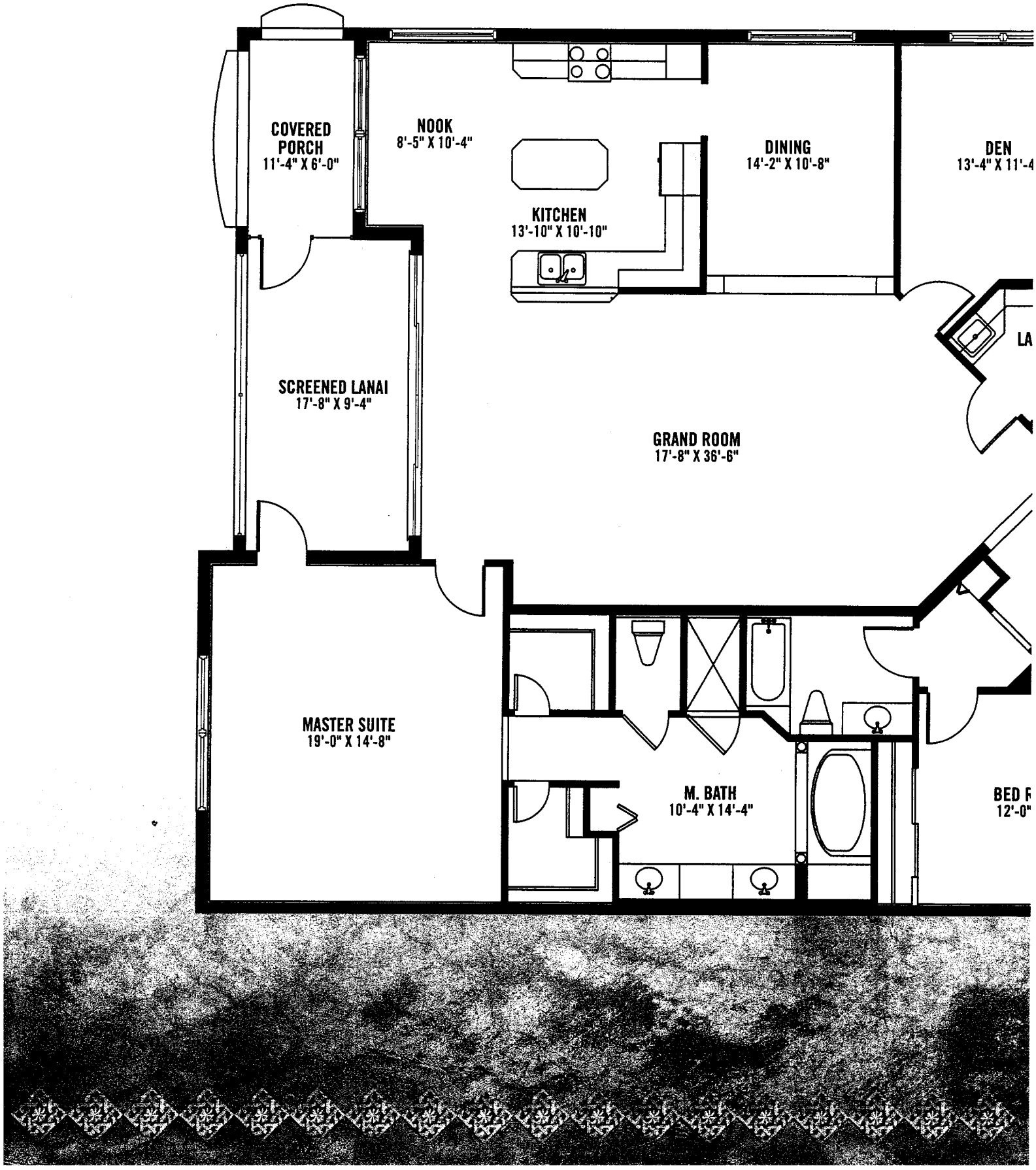
Building 1	101 (Down, Left)	***TBD***	model
	102 (Down, Right)	$595,000	
	201 (Upper, Left)	***TBD***	model
	202 (Upper, Right)	$675,000	
Building 2	101	$595,000	
	102	$595,000	
	201	$675,000	
	202		
Building 3	101	$620,000	
	102	$620,000	
	201	$700,000	
	202	$700,000	
Building 22	101	$640,000	
	102	$640,000	
	201	$720,000	
	202	$720,000	
Building 24	101	$620,000	
	102	$620,000	
	201	$700,000	
	202	$700,000	
Building 25	101	$630,000	
	102	$630,000	
	201	$715,000	
	202	$715,000	
Building 26	101	$640,000	
	102	$640,000	
	201	$725,000	
	202	$725,000	
Building 27	101	$640,000	
	102	$640,000	
	201	$725,000	

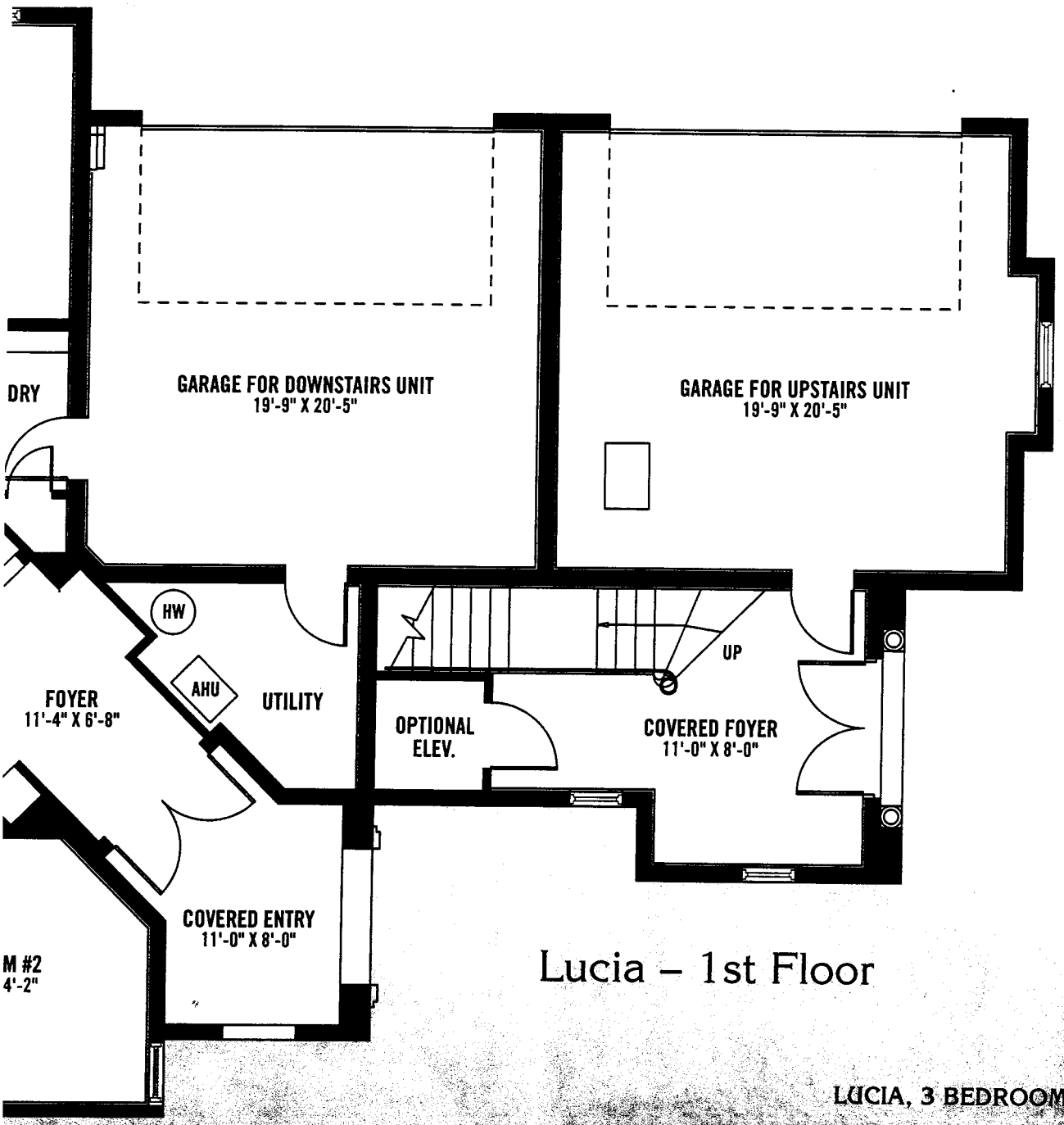
Treviso Bay Master Fee	CDD Debt	CDD O&M	ANNUAL TOTAL	MONTHLY COST		di Napoli Monthly Fees
$2,700	$1,500	$506	$4,706	$392.17	+	$455.92

***$1,500 One time fee at closing for Initial Reserve Assessment for Treviso Bay Property Owner's Association**
***$250.00 One time fee at closing for Rookery Bay National Estuarine Reserve**
***All assessments and fees are subject to change**



di Napoli Site Plan

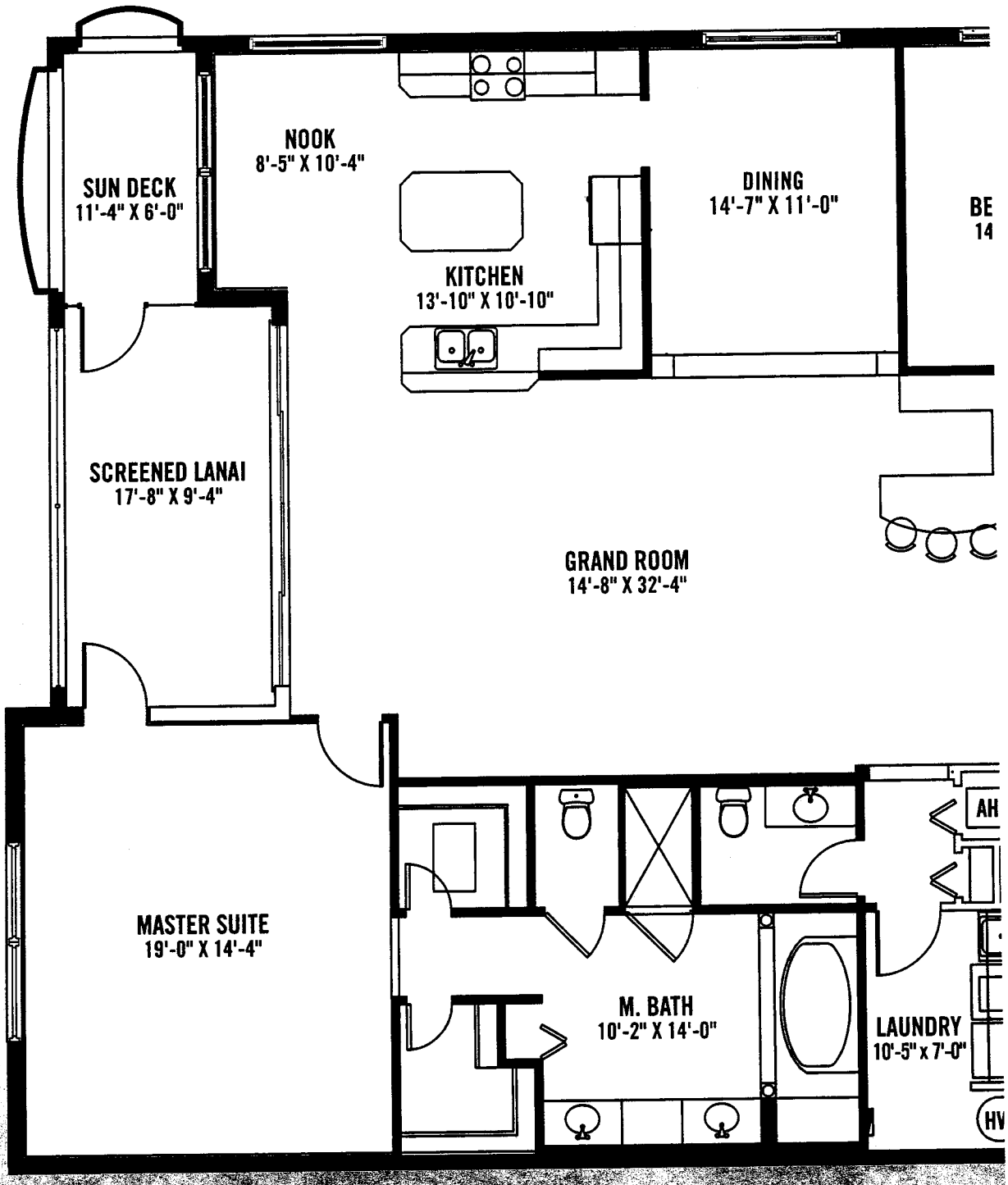

COVERED
PORCH
11'-4" X 6'-0"
NOOK
8'-5" X 10'-4"
KITCHEN
13'-10" X 10'-10"
DINING
14'-2" X 10'-8"
DEN
13'-4" X 11'-4
LA
SCREENED LANAI
17'-8" X 9'-4"
GRAND ROOM
17'-8" X 36'-6"
MASTER SUITE
19'-0" X 14'-8"
M. BATH
10'-4" X 14'-4"
BED R
12'-0"

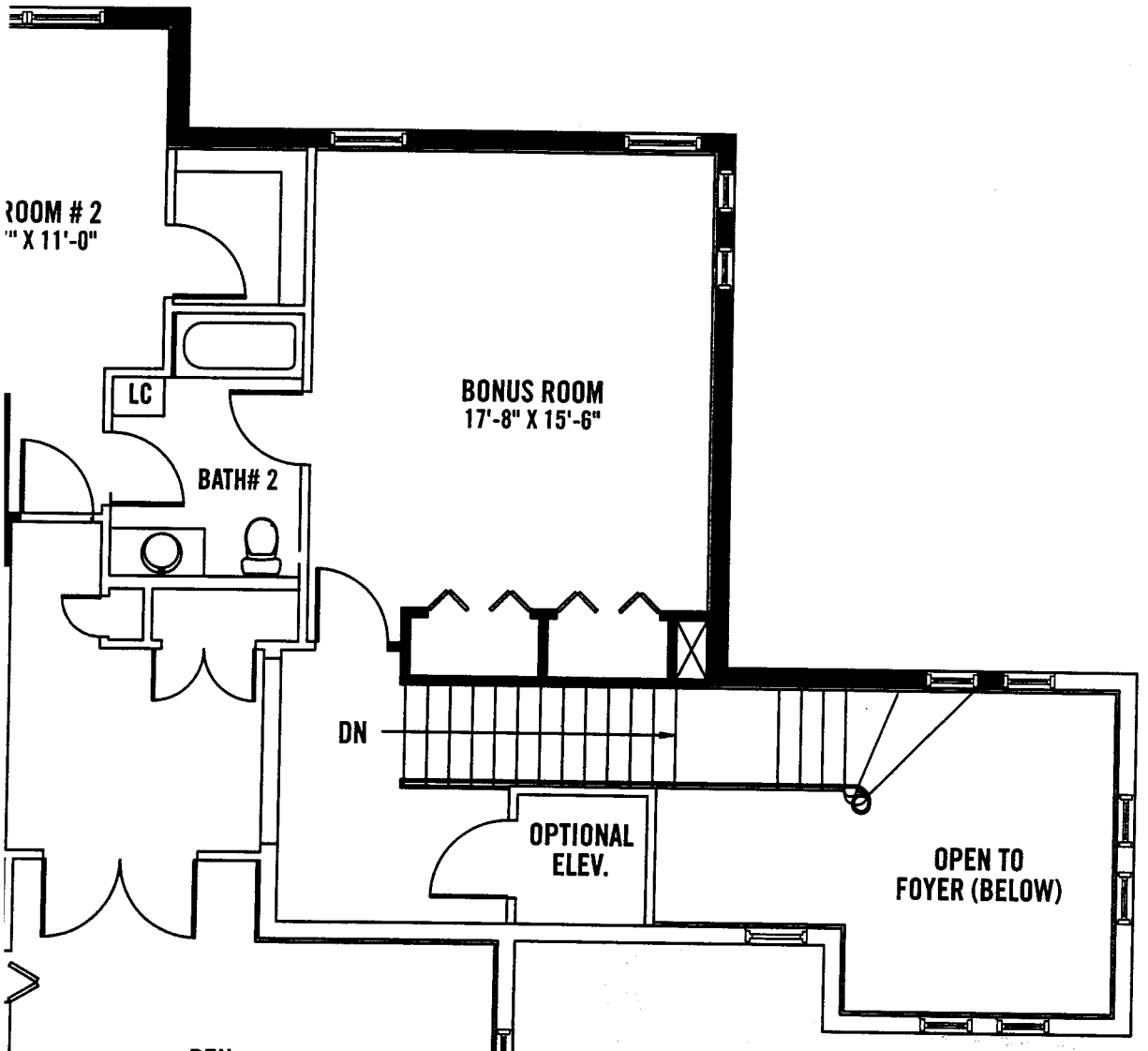


Lucia – 1st Floor

LUCIA, 3 BEDROOM/DEN

Living Area	2,363 Sq. Ft.
Lanai	257 Sq. Ft.
Garage	436 Sq. Ft.
Covered Entry	115 Sq. Ft.
TOTAL	Sq. Ft.


NOOK
8'-5" X 10'-4"
SUN DECK
11'-4" X 6'-0"
DINING
14'-7" X 11'-0"
KITCHEN
13'-10" X 10'-10"
SCREENED LANAI
17'-8" X 9'-4"
GRAND ROOM
14'-8" X 32'-4"
MASTER SUITE
19'-0" X 14'-4"
M. BATH
10'-2" X 14'-0"
LAUNDRY
10'-5" x 7'-0"



Francesca – 2nd Floor

FRANCESCA, 3 BEDROOM/DEN

Living Area	3,025 Sq. Ft.
Covered Lanai	177 Sq. Ft.
Garage	463 Sq. Ft.
Ground Floor Entry	297 Sq. Ft.
Summary	95 Sq. Ft.
TOTAL	3,277 Sq. Ft.

Features

DISTINCTIVE EXTERIORS
- Monolithic Slab
- Decorative Concrete Roof Tile
- Stained Fiberglass Front Entry Door
- White Aluminum Finish Windows & Sliding Glass Doors
- 2 Car Garage
- Brick Paver Driveway

ENERGY-SAVING FEATURES
- 50 Gallon Energy Efficient Water Heater
- R-30 Blown Insulation over 1st Floor Living
- R-11 Batt Insulation on Metal Walls
- Insulation Between Plumbing & Living

KITCHEN CONVENIENCES
- White General Electric Appliances
- Corian® Countertops
- Maple Raised Panel Upper Cabinets
- Oversized Ceramic Floor Tile

LUXURIOUS BATHROOMS
- Oversized Ceramic Floor Tile
- Semi-Frameless Glass Shower Door
- Recessed Shampoo Niche
- Corian® Countertops

INTERIOR DETAILING
- Designer Two-Tone Paint Wall & Ceilings
- 8' High Solid Core Interior Doors
- Structured Wiring Distribution Package
- Tubes-In-Wall & Slab Pest Defense System

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This is a master planned community in which the respective units and/or homes are being built and sold by several unrelated companies. Treviso Bay Development, LLC, V.K. Development, Inc. and any of their affiliated or related entities do not guarantee, nor shall be liable or responsible for, the obligations of any such third party companies.

Via Veneto

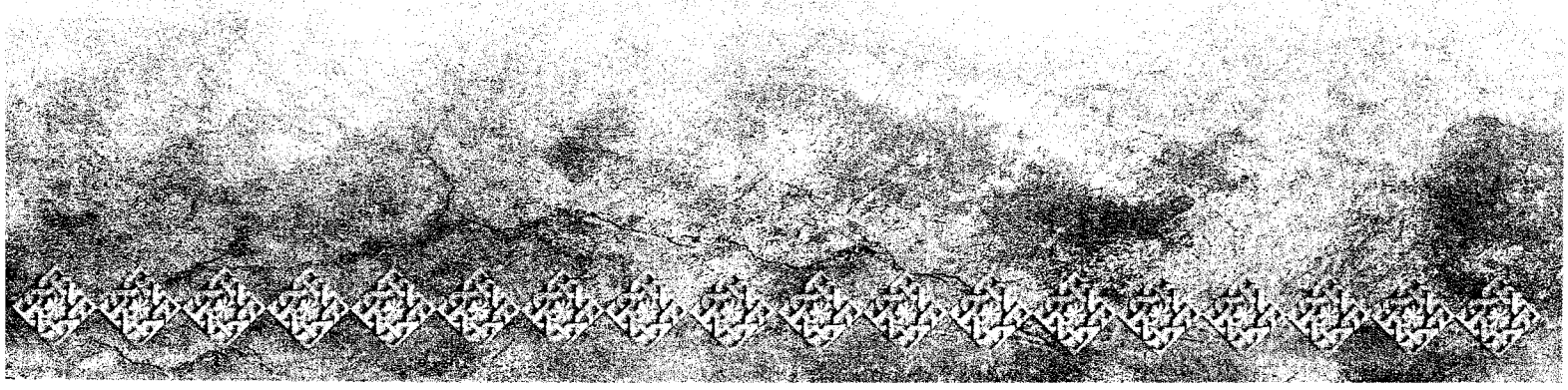
by R & D Companies



Treviso Bay

NAPLES

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Via Veneto at Treviso Bay

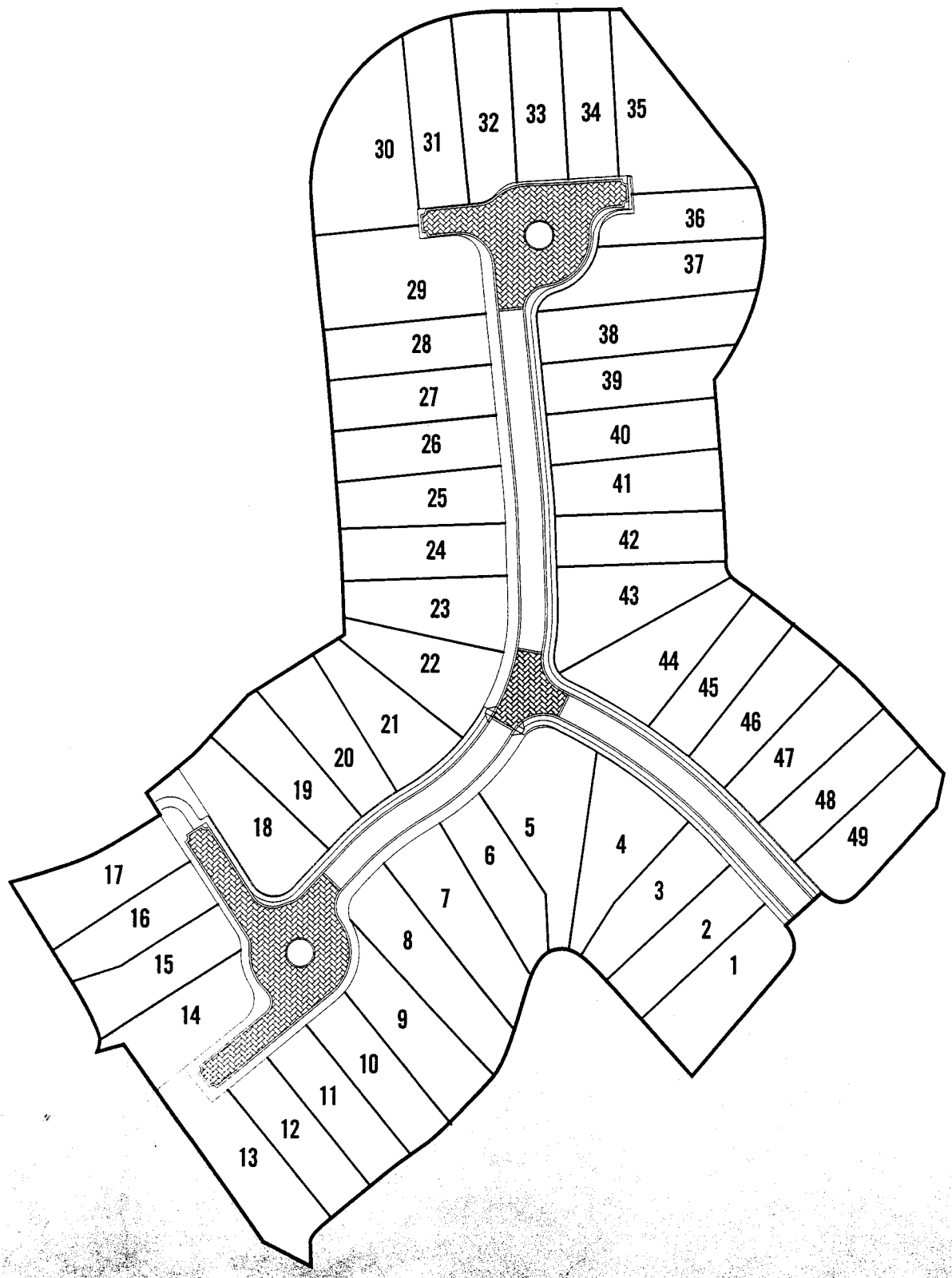
Revised 1/31/2007

Model Type	Attina	Brendisi	Cortina
	$795,000	$870,000	$895,000
A/C sq feet +/-	1,963	2,163	2,374
	$405	$402	$377

Today's date : 3-Feb-07

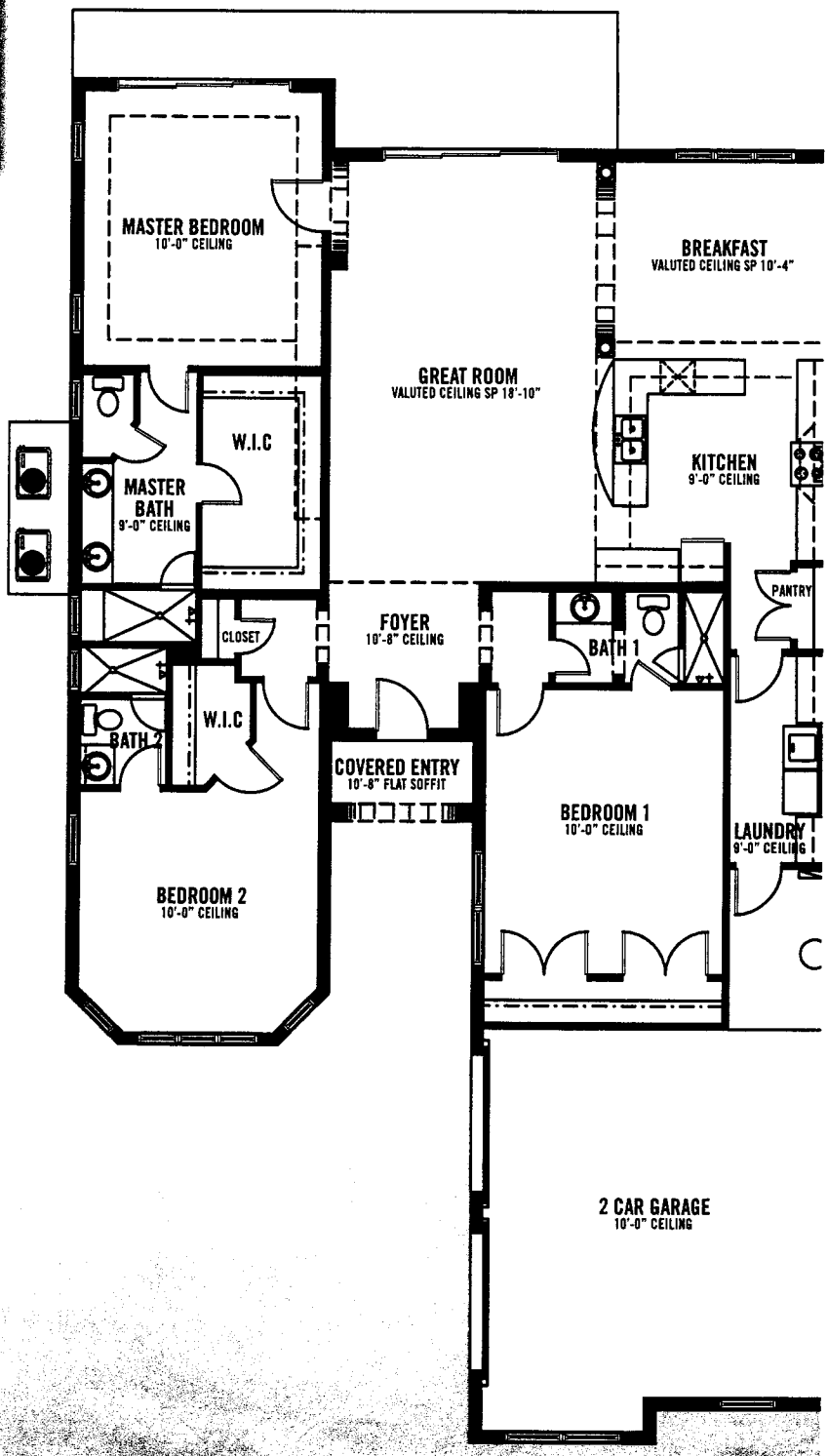
Phase 1

Lot	Premium	Lot	Premium
1 B Model	**$964,228**	26	$35,000
2	**C model-SOLD**	27	$35,000
3	$45,000	28	$35,000
4	$55,000	29	$75,000
5	$55,000	30 A	$75,000
6	$50,000	30 B	$35,000
7	$45,000	31	$35,000
8	$45,000	32	$35,000
9	$50,000	33A	$35,000
10	$45,000	33B	$35,000
11	**sold**	34	$15,000
12 A Spec	**$915,228**	35	$35,000
13	Hold	36	**sold**
14	**sold**	**37 B spec**	**$965,228**
15 C spec	**$1,115,393**	38	$30,000
16	$55,000	39	$30,000
17	$65,000	40	$30,000
18	$50,000	41	$30,000
19	$40,000	42	$30,000
20	$40,000	43	$30,000
21	$40,000	44	$30,000
22	$45,000	45	$30,000
23	$40,000	**46 A model**	**$882,728**
24	$40,000	**47 B spec**	**$975,228**
25	$40,000		



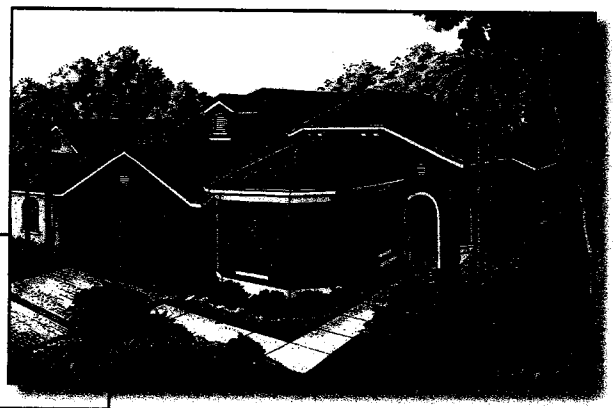
Via Veneto Site Plan

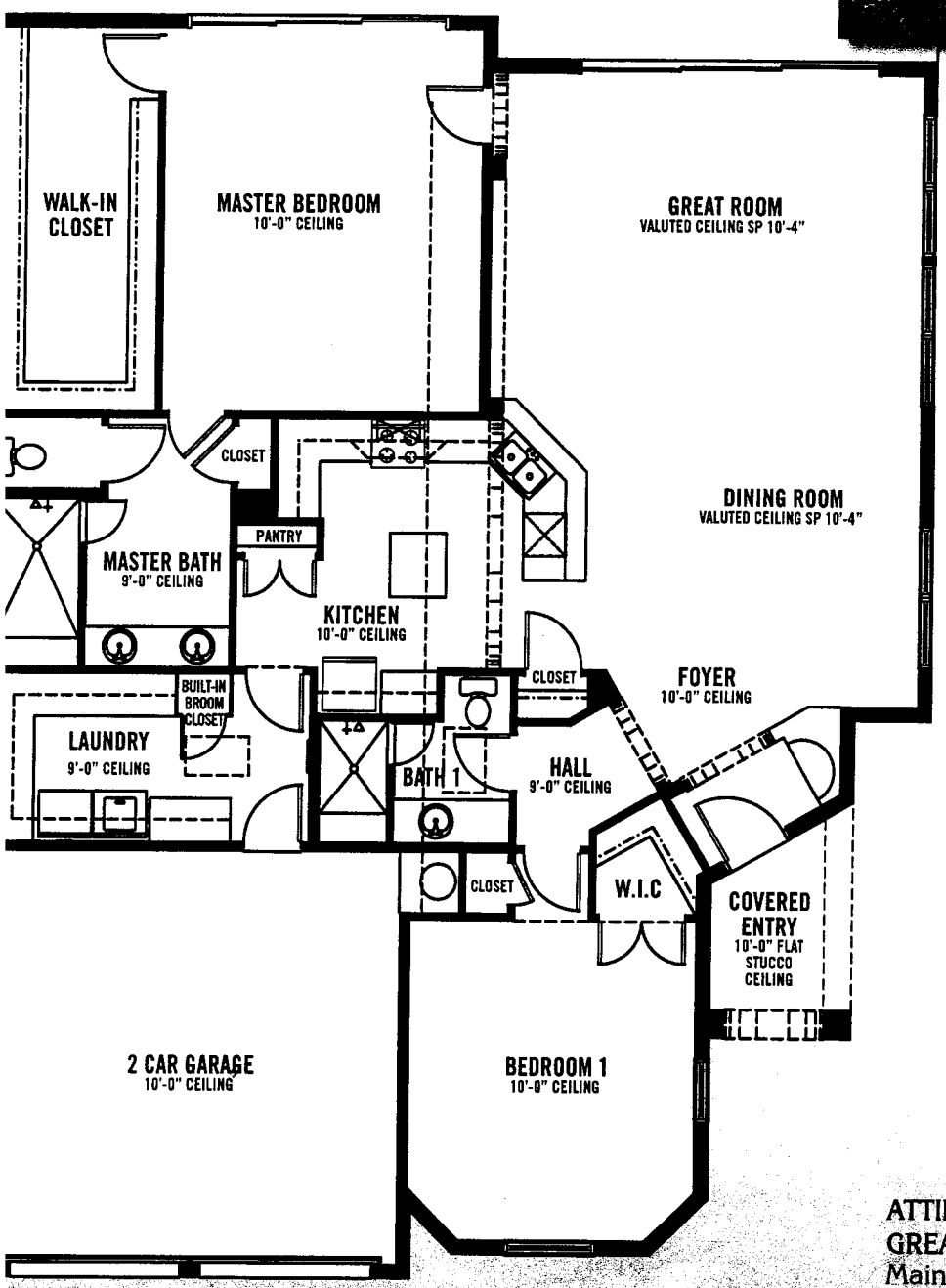




BRENDISI - 3 BEDROOM, 3 BATH, GREAT ROOM

Main A/C Area	2,150 Sq. Ft.
Garage Area	541 Sq. Ft.
Covered Area	39 Sq. Ft.
TOTAL U/A AREA	2,730 Sq. Ft.

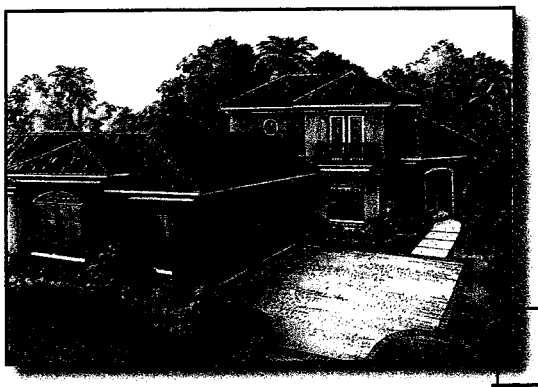


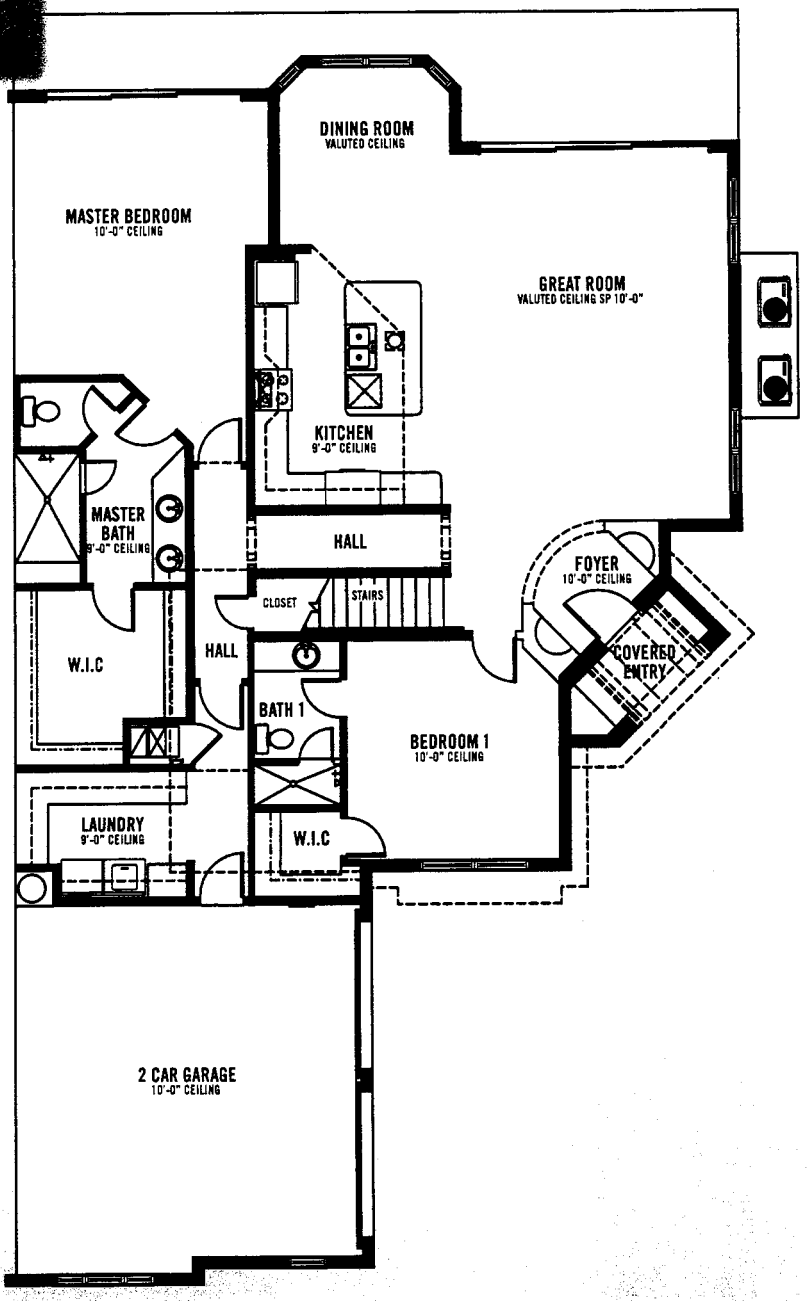


ATTINA – 2 BEDROOM, 2 BATH, GREAT ROOM

Main A/C Area	1,950	Sq. Ft.
Garage Area	404	Sq. Ft.
Covered Area	44	Sq. Ft.
TOTAL U/A AREA	2,398	Sq. Ft.

[redacted]



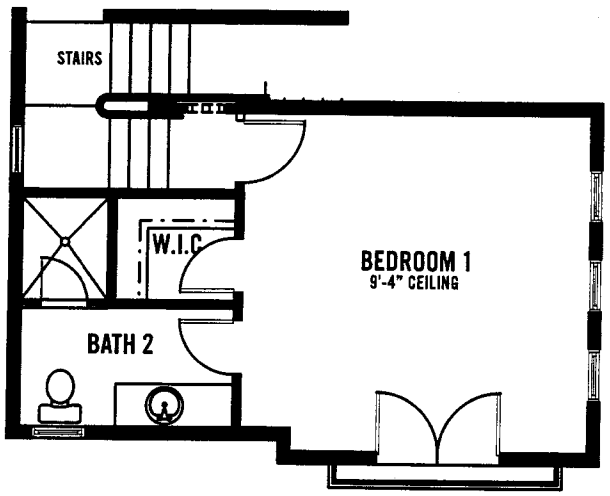


CORTINA – 3 BEDROOM, DEN, GREAT ROOM

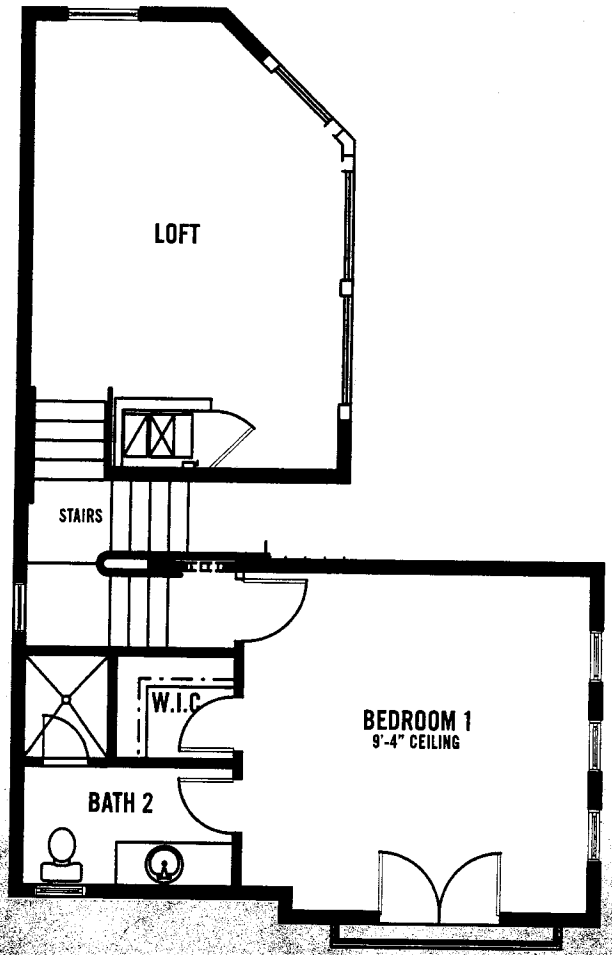
Main A/C Area	1,452	Sq. Ft.
2nd Floor A/C Area	422	Sq. Ft.
Garage Area	497	Sq. Ft.
Covered Area	52	Sq. Ft.
TOTAL U/A AREA	2,423	Sq. Ft.

[redacted]

Dimensions and square footages are approximate and subject to change.



Standard 2nd Story



CORTINA ~ Option 1

Total Area Option 1 = 962 Sq. Ft.

Features

DISTINCTIVE EXTERIORS
- Andersen Windows with Impact Glass
- Brick Paver Driveway and Pool Deck
- CMU Block Exterior – Poured Tie Beams
- Engineered Roof Truss System
- Stucco Finish with Raised Stucco Bands
- Tropical Landscaping

ENERGY-SAVING FEATURES
- R-30 Fiberglass Insulation In All Ceilings
- R-4.1 Tin-Foil Insulation on Exterior Block Walls
- 13 SEER Multi Zone A/C Systems
- Sounds Transmission Partition – Common Walls
- Water Saving Showers, Faucets, Toilets

KITCHEN CONVENIENCES
- General Electric Appliance Package
- 42" Upper Cabinets
- Beautiful Wood Cabinet Doors, Stain & Finish Options
- DuPont Corian® Countertops
- Optional Granite Countertops

LUXURIOUS BATHROOMS
- Kohler Plumbing Fixtures throughout
- Corian® Countertops
- Tile Floors & Showers
- Under Mount Sinks

INTERIOR DETAILING
- New Open Floorplans
- Textured Drywall Finish
- Data Wiring
- Extensive Use of Crown Molding
- Master Suite with Ceiling Designs
- Volume Ceilings

Treviso Bay
NAPLES

PREMIER PROPERTIES

A VK COMMUNITY

TPC Treviso Bay

9004 Tamiami Trail East, Naples, FL 34113
239.643.1414 ◆ Fax 239.643.1420 ◆ 877.643.1476
www.TrevisoBay.com

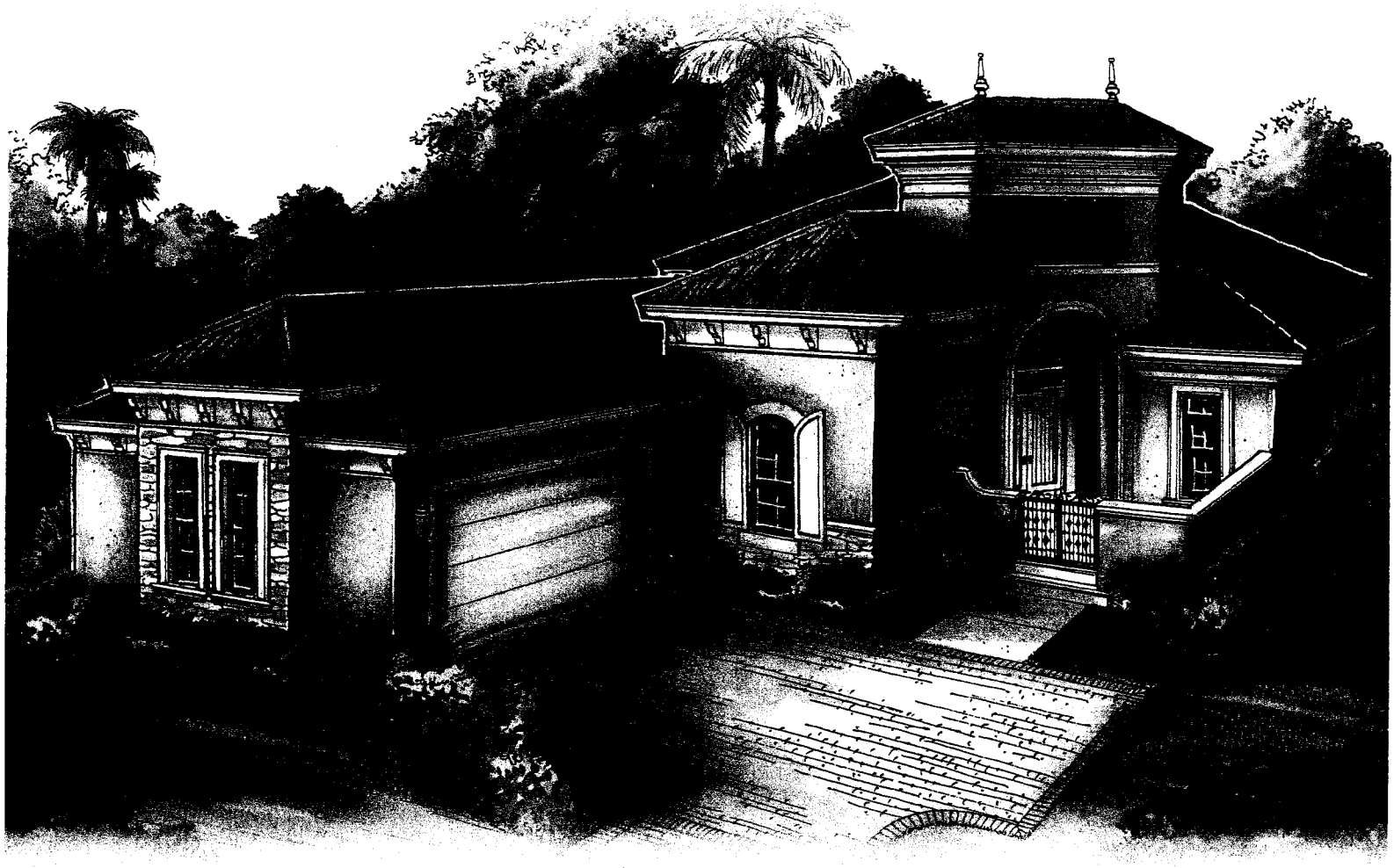
ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

Prices, features, descriptions, specifications, architectural drawings, designs and plans, amenities, clubs and other information contained in this material are subject to change without notice. Development and construction of Treviso Bay, including without limitation, all homes, amenities, housing, clubs, etc.) are contingent upon receipt of all applicable government permits and approvals. If applicable: OBTAIN THE PROPERTY REPORT REQUIRED BY FEDERAL LAW AND READ IT BEFORE SIGNING ANYTHING. NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

Treviso Bay is a master planned community in which all residential units and/or homes are being built and sold by several unrelated third parties builders. Treviso Bay Development, LLC, V.K. Development Corporation or any of their affiliates or related entities are not guarantors, nor shall be liable or responsible for the obligations of any such third party builders.

Vercelli

by Taylor Woodrow



Treviso Bay

NAPLES

One of Europe's largest homebuilders, Taylor Woodrow builds over 13,000 homes worldwide each year – and is currently involved in more than 100 active developments throughout Florida, California, Arizona, Texas and Canada. Each Taylor Woodrow employee shares a company vision of excellence, which means quality controls every step of the way, efforts that have garnered much positive recognition and ultimately lead to products "Inspired by You."

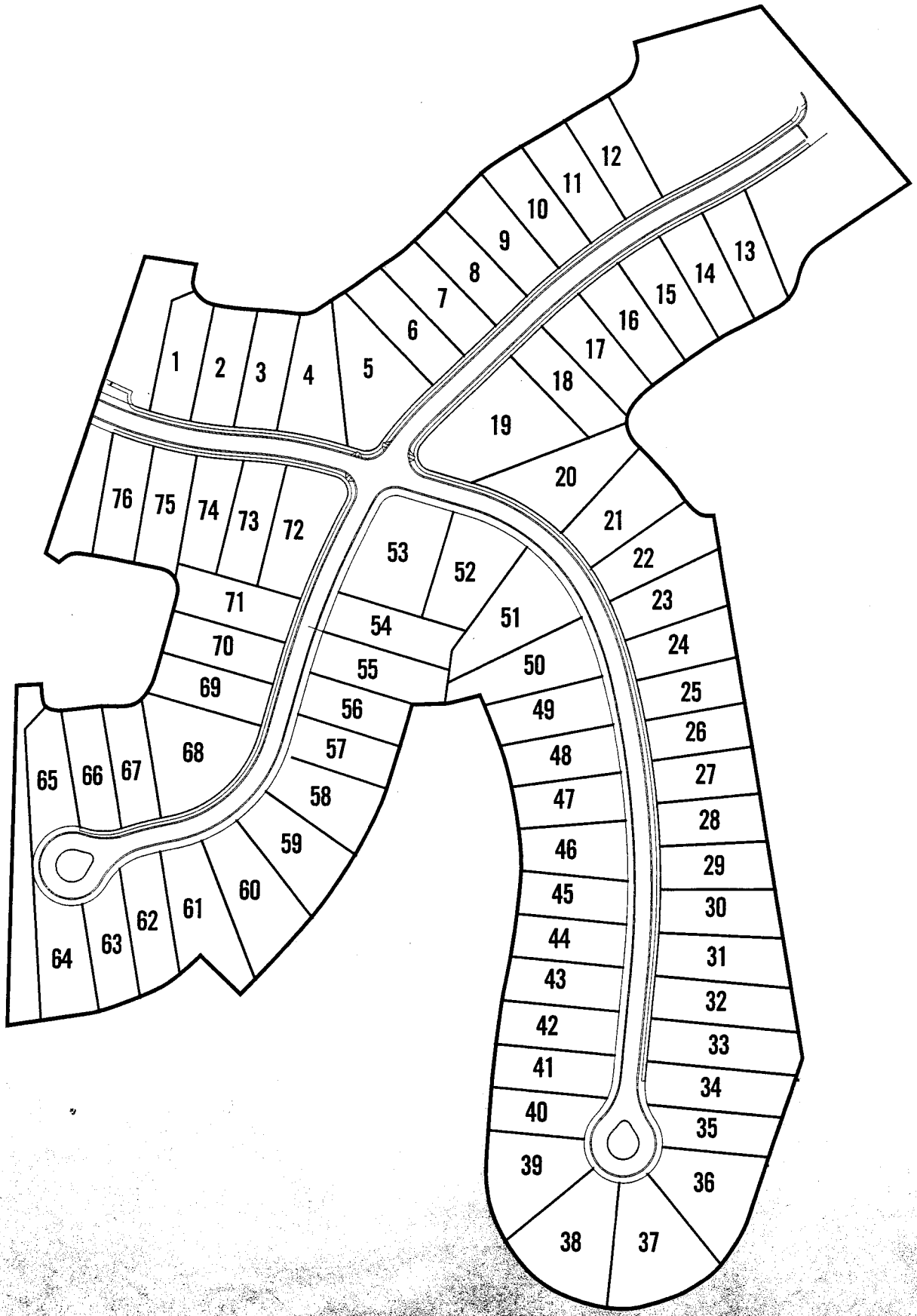
VERCELLI
Parcel 102
Villas by Taylor Woodrow

MODELS	Sq. Ft.	BASE PRICE
Davano	2,794	$925,000
Annabella	2,869	$935,000
Bianca	2,985	$955,000
Cassini	3,175	$975,000

	Lot Premium			Lot Premium		Lot Premium
1	Parking		17	$30,000	36	$40,000
2	$20,000	Annabella Model	18	$30,000	37	SOLD
3	$20,000	Bianca Model	19	$30,000	38	SOLD
4	$20,000	Cassini Model	20	$60,000	39	SOLD
5	$10,000	Future Model	24	$0	40	$20,000
6	$35,000		25	$0	41	$20,000
7	SOLD		26	$0	42	$20,000
8	$35,000		27	$0		
9	$35,000		28	$0		
10	$40,000		29	$0		
11	$40,000		30	$10,000		
12	$55,000		31	$10,000		
13	$55,000		32	$15,000		
14	$40,000		33	$15,000		
15	$40,000		34	$20,000		
16	$40,000		35	$20,000		

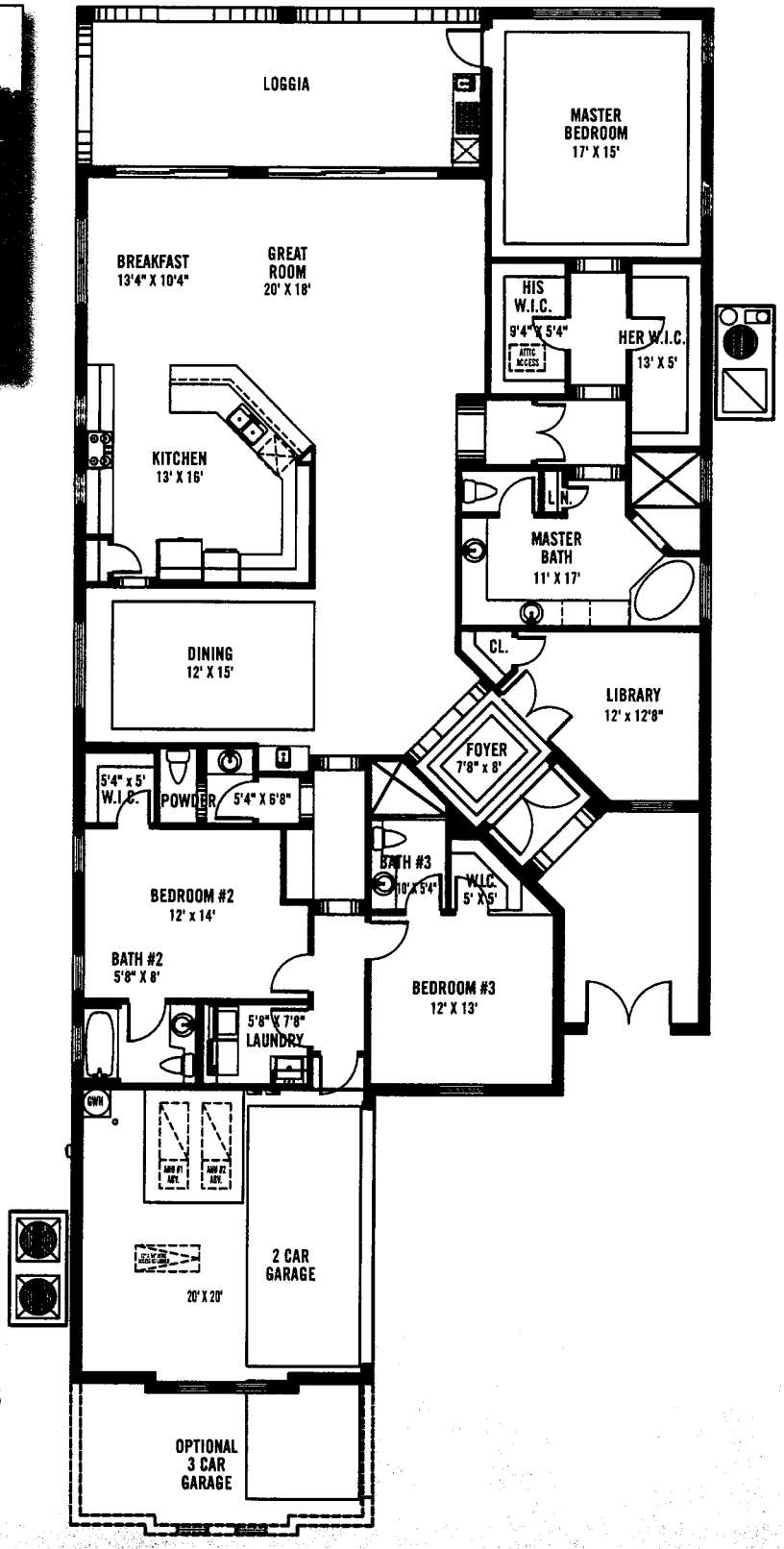
Annual Treviso	Annual CDD Debt	Annual CDD O & M	ANNUAL TOTAL		Vercelli Monthly Fees
$3,000	$1,800	$506	$5,306.00	+	$278.56

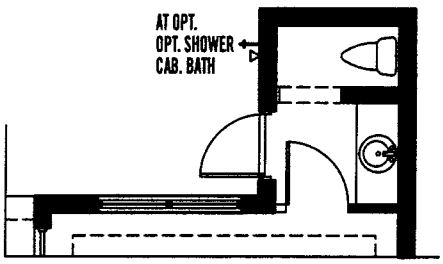
***$1,500 One time fee at closing for Initial Reserve Assessment for Treviso Bay Property Owner's Association**
***$250.00 One time fee at closing for Rookery Bay National Estuarine Reserve**
***All assessments and fees are subject to change**



Vercelli Site Plan





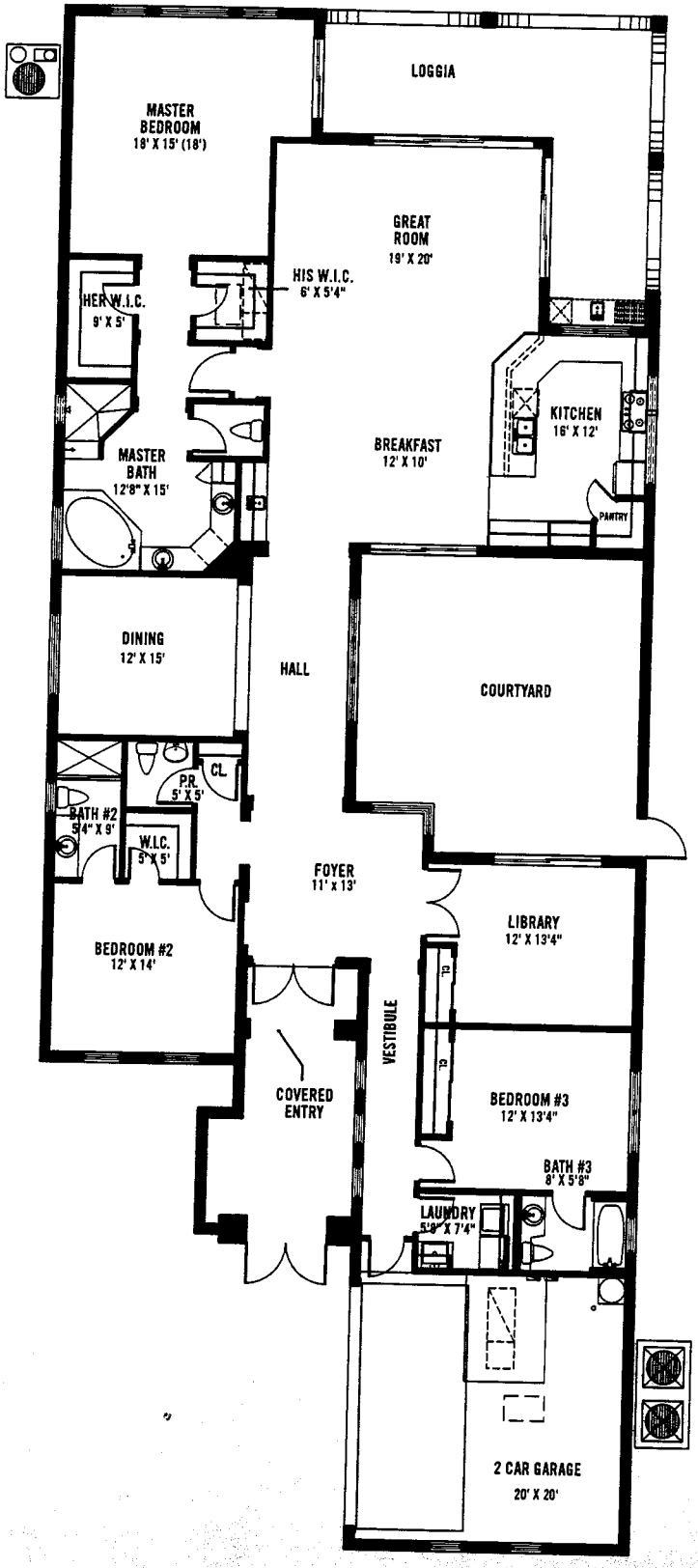


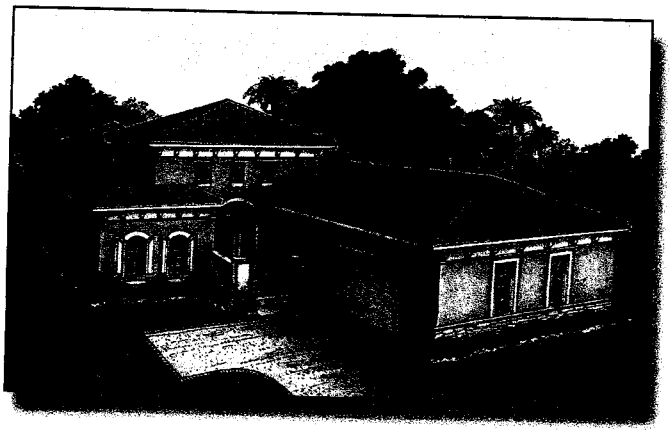
ANNABELLA – 3 BEDROOM, 3 1/2 BATHS W/ STUDY, GREATROOM

Main Residence	2,869	Sq. Ft.
2nd Floor	2,869	Sq. Ft.
Opt. Cabana Bath	53	Sq. Ft.
TOTAL U/A AREA	5,384	Sq. Ft.
Garage	456	Sq. Ft.
Opt. 3rd Car Garage	213	Sq. Ft.
Covered Area	360	Sq. Ft.
TOTAL BLDG. AREA	3,951	Sq. Ft.

[redacted]

Dimensions and square footage shown are approximate and subject to change.



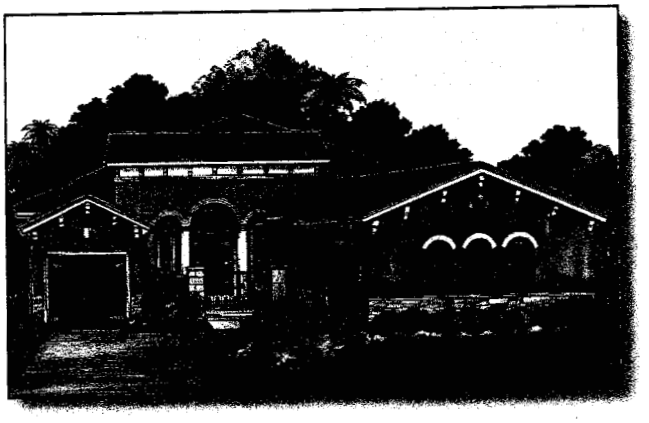


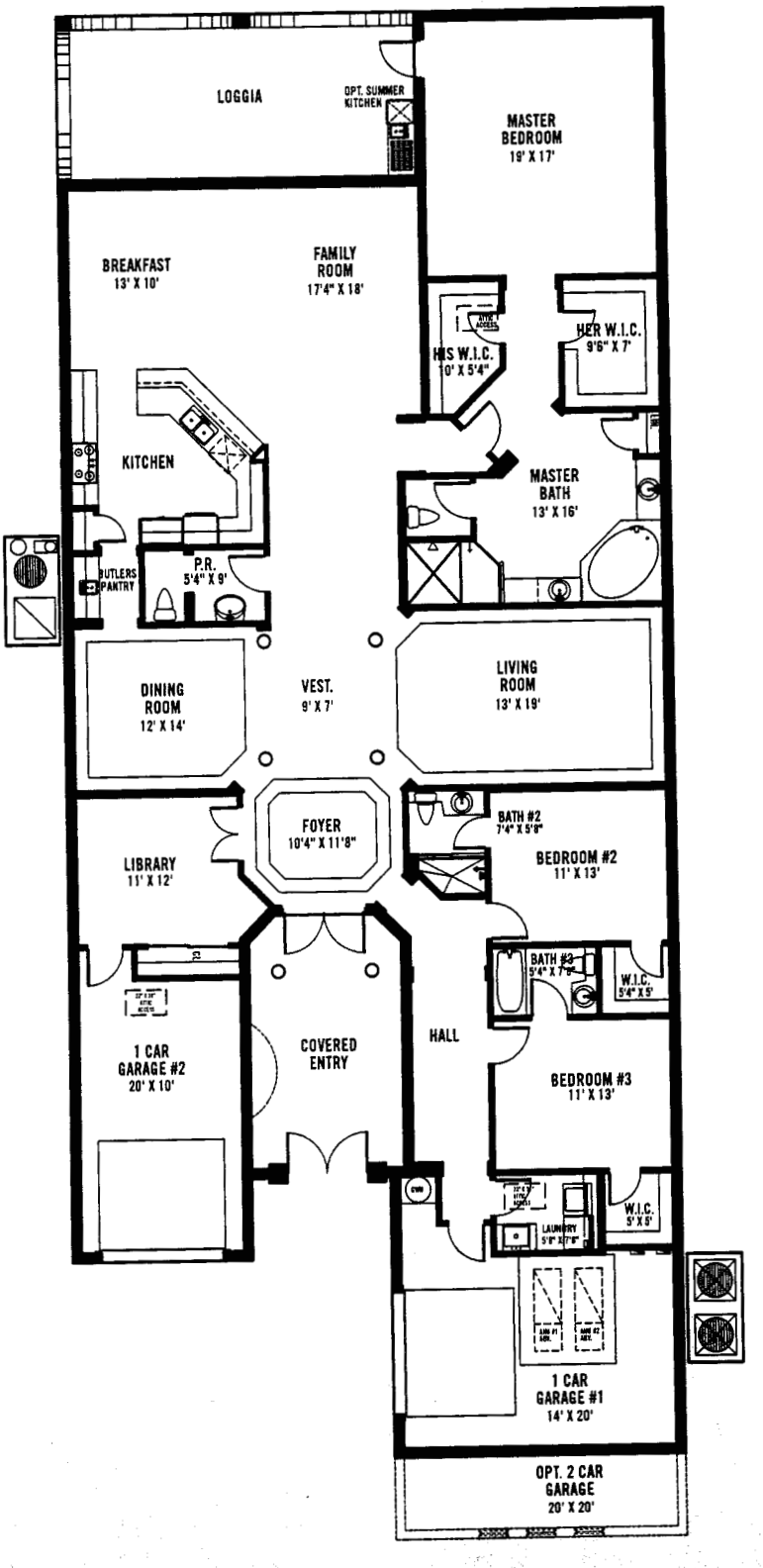
BIANCA – 3 BEDROOM, 3 1/2 BATHS
W/ STUDY, GREATROOM

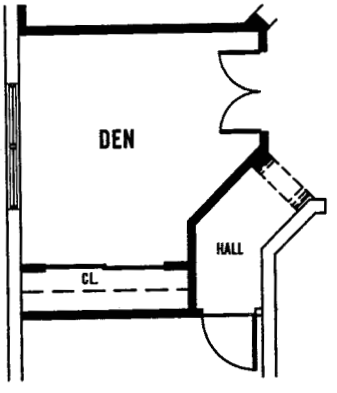
Main Residence	2,895 Sq. Ft.
TOTAL U/A AREA	2,895 Sq. Ft.
Garage	452 Sq. Ft.
Covered Area	400 Sq. Ft.
TOTAL BLDG. AREA	3,837 Sq. Ft.

[redacted]

* Dimensions and square footage totals are approximate and subject to change





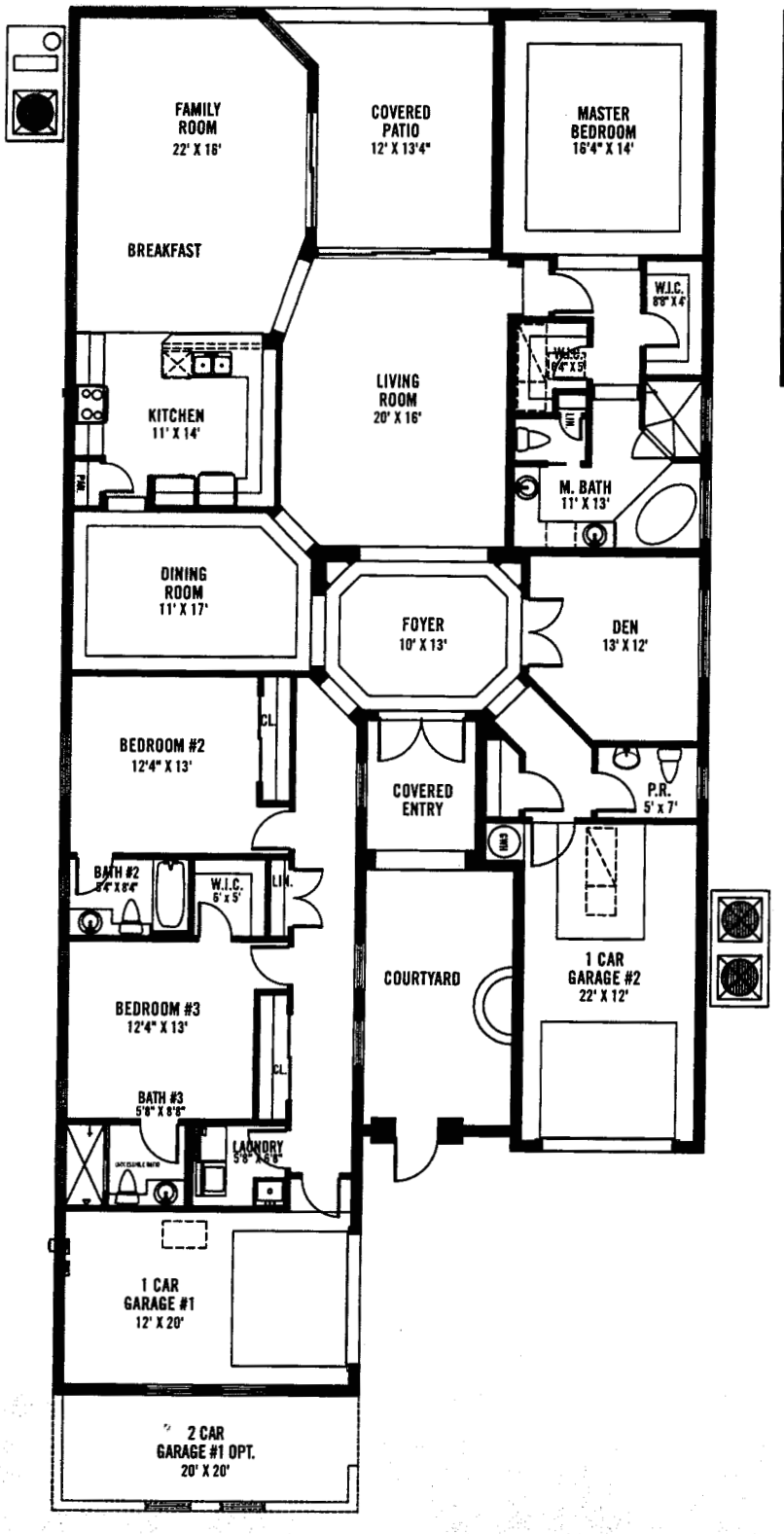


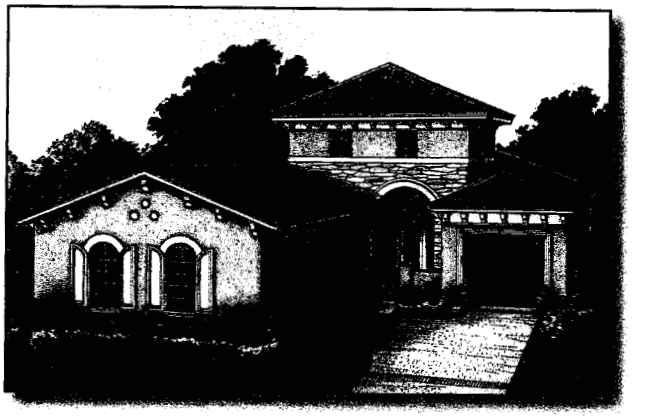
Den in Lieu of Library Option

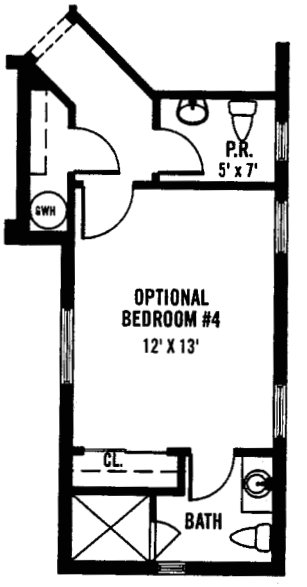
CASSINI - 3 BEDROOM, 3 1/2 BATHS W/ STUDY, GREATROOM

Main Residence	3,198 Sq. Ft.
TOTAL U/A AREA	3,198 Sq. Ft.
Garage 1	354 Sq. Ft.
Garage 1	292 Sq. Ft.
Covered Area	373 Sq. Ft.
TOTAL BLDG. AREA	4,217 Sq. Ft.

Dimensions and square footage totals are approximate and subject to change.







OPTIONAL BEDROOM #4 PLAN

DIVANO – 3 BEDROOM, 3 1/2 BATHS W/ STUDY, FAMILY ROOM

Main Residence	2,831	Sq. Ft.
TOTAL U/A AREA	2,831	Sq. Ft.
Garage 1	282	Sq. Ft.
Garage 1	312	Sq. Ft.
Covered Area	293	Sq. Ft.
TOTAL BLDG. AREA	3,718	Sq. Ft.
Opt. Bedroom #4	311	Sq. Ft.
Add Space in Gar. #1	171	Sq. Ft.

[redacted]

Dimensions and square footage totals are approximate and subject to change.

Features

DISTINCTIVE EXTERIORS
- Monolithic Slab/Concrete Block Construction
- Decorative Concrete Roof Tile
- Glass Double French Front Entry Doors with Security Deadbolts
- Bronze Aluminum Finish Windows & Sliding Glass Doors
- 1 Double or 2 Single Car Garage
- Steel Garage Door, 2 Openers, Keyless Entry
- Pool & Screen Enclosure
- Luxurious Landscape Package
- Brick Pavers on Deck, Lanai, Walkways & Driveway

ENERGY-SAVING FEATURES
- Exterior masonry wall R-4.1 Foil Insulation
- Minimum 225-amp electrical service
- 60 Gallon Energy Efficient Water Heater
- R-30 Blown Insulation over A/C Areas
- R-11 Batt Insulation on Metal Walls
- Insulation Between Plumbing & Living
- Tinted Glass on Windows
- Clear Glass on Sliding Glass Door

KITCHEN CONVENIENCES
- Stainless Steel General Electric Appliances
- Granite Countertops
- Stainless Steel Under mount Sink
- Maple Finished Raised Panel Cabinets
- Oven Tower Cabinetry
- Oversized Ceramic Floor Tile

LUXURIOUS BATHROOMS
- Moen® Kingsley Polished Chrome Fixtures
- Glass Shower Door with Chrome Frame
- White Acrylic Garden Tub in Master Bath
- Corian® Vanity Top with Choice of Colors in Alternate Baths with Under Mount Sink
- Granite Countertop & Under Mount Sinks in Master Suite
- 60" Full Length Mirror Over Vanity Tops
- Exhaust Fans with Separate Switch in All Baths
- White Elongated "Water Saver" Water Closets
- Oversized Ceramic Tile Floors

INTERIOR DETAILING
- Designer Two-Tone Paint Wall & Ceilings
- Maintenance-Free Lifestyle
- Crown molding in Great Room, Kitchen, Breakfast Nook and Master Bedroom
- Upper & Lower Cabinetry in Utility Room with Utility Sink & Corian® Countertop
- Structured Wiring Distribution Package
- Tubes-In-Wall & Slab Pest Defense System
- Security System With Two Keypads

Treviso Bay
NAPLES

PREMIER PROPERTIES

A VK COMMUNITY

TPC Treviso Bay

9004 Tamiami Trail East, Naples, FL 34113
239.643.1414 ◆ Fax 239.643.1420 ◆ 877.643.1476
www.TrevisoBay.com

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Italia

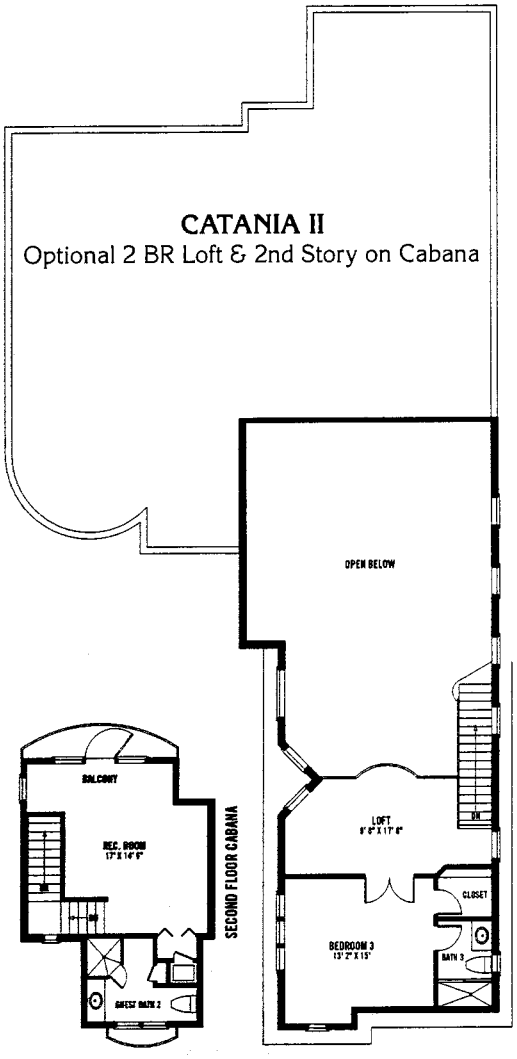
by R & D Companies

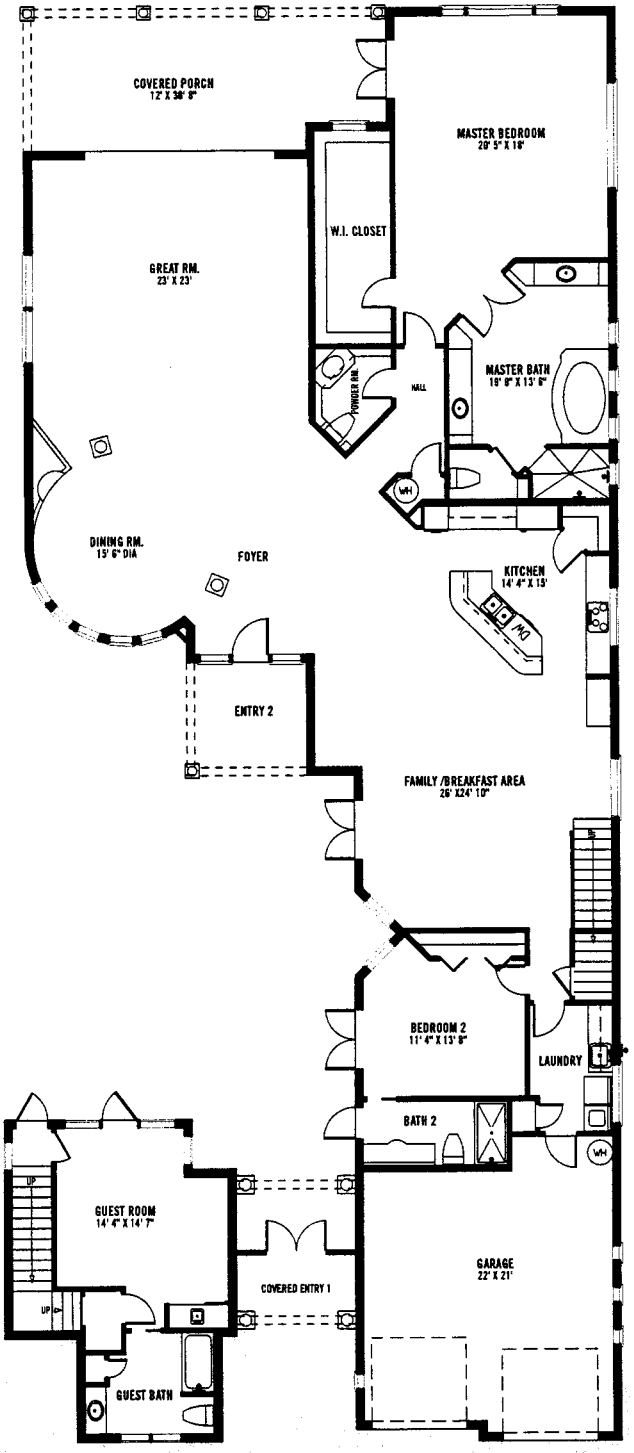


Treviso Bay

NAPLES







CATÂNIA II – 2 BEDROOM, 3.5 BATHS W/ STUDY, LIVING & FAMILY, POOL IN BACK

Main Floor A/C	3,515 Sq. Ft.
Guest Suite	405 Sq. Ft.
TOTAL A/C	3,345 Sq. Ft.
Garage	535 Sq. Ft.
Covered Entry 1	150 Sq. Ft.
Covered Entry 2	94 Sq. Ft.
TOTAL U/A AREA	3,345 Sq. Ft.

[redacted]

Dimensions and square footage totals are approximate and subject to change.

ITALIA
Parcel 104
GRAND VILLAS by R&D Communities

Model	Sq. Ft.	Cost/Sq. Ft.	Unit
Capri II	2,915	$643	$1,875,000
Corsica II	3,167	$647	$2,050,000
Capri III **	3,079	$633	$1,950,000
Corsenza II	3,515	$612	$2,150,000
Catania II with option	3,345	$628	$2,100,000

Furnished Model Leasebacks

Lot 1	Corsenza II	$2,581,162
Lot 3	Capri III	$2,317,313
Lot 42	Catania II	$3,031,784

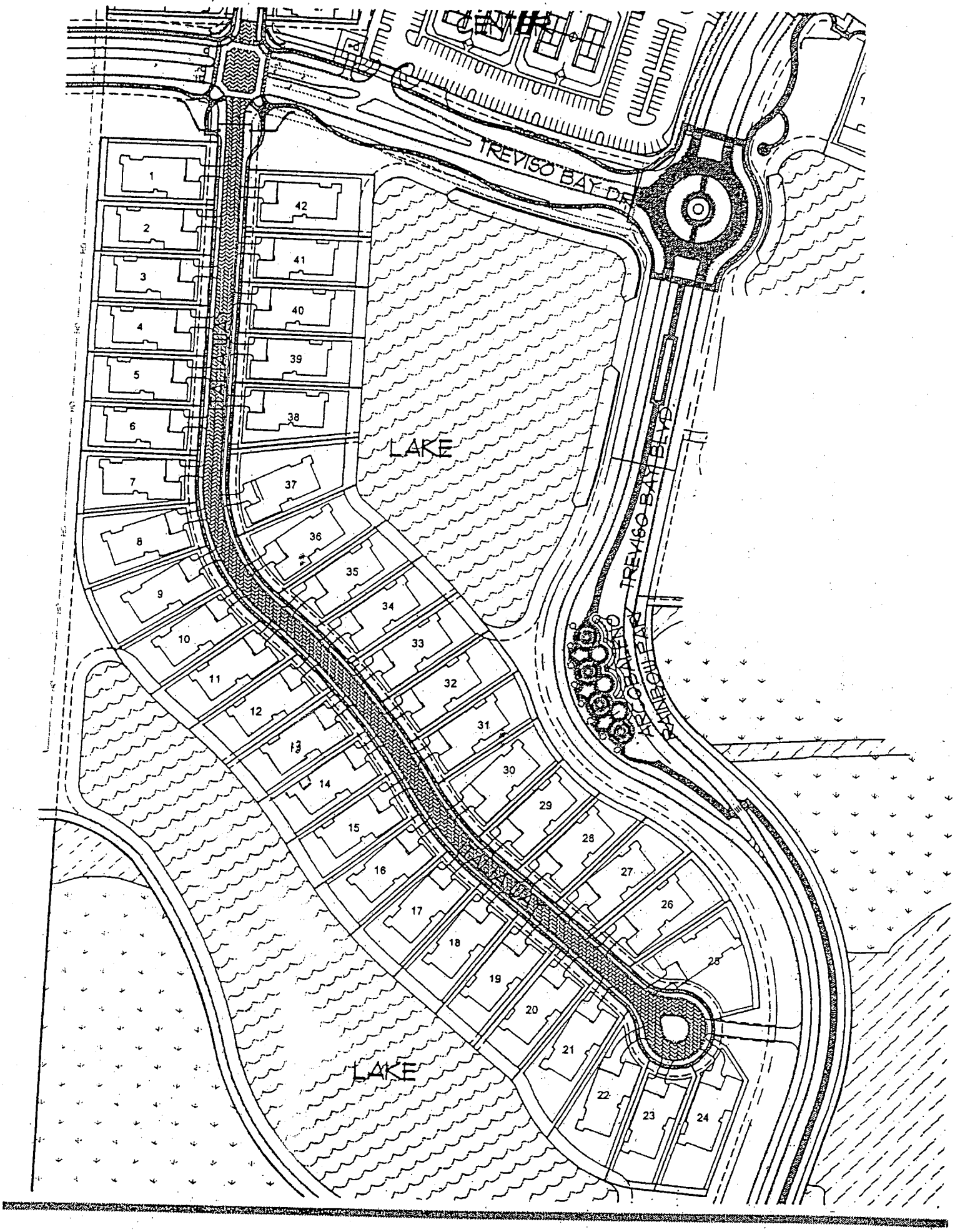
Lot Premiums:

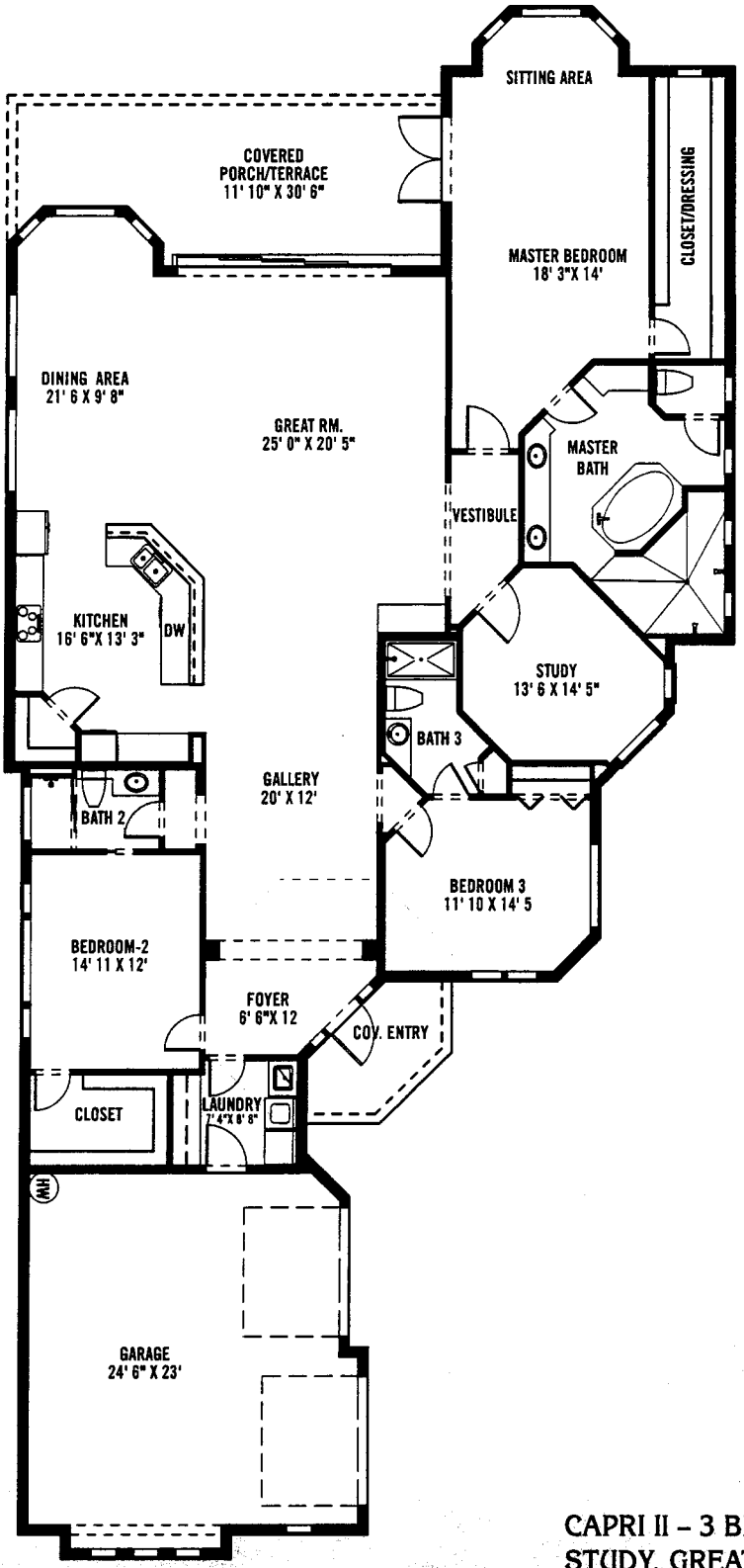
1M - $20,000	16-$85,000	29-$40,000
2 - $20,000	17-$85,000	30-$40,000 **
3M - $20,000	18-$85,000	31-$40,000
6 - $20,000	19-$85,000	32-$65,000
7 - $20,000	20-$85,000	33-$65,000
8 - $20,000	21-$85,000	34-$65,000
9 - $20,000	22-$85,000	35-$65,000
10-$85,000	23-$85,000	36-$65,000 **
11-$85,000	24-$45,000	37-$65,000 **
12-$85,000	25-$45,000 **	38-$65,000 **
13-$85,000	26-$20,000	42M-TBD
14-$85,000	27-$20,000	
15-$85,000	28-$40,000	

**Capri III w/cabana option are available on these lots only

Annual Treviso Bay Master Fee	Annual CDD Debt	Annual CDD O&M	ANNUAL TOTAL	MONTHLY COST		Italia Monthly Fees
$3,000	$2,100	$506	$5,606	$467.17	+	$430.00

***$1,500 One time fee at closing for Initial Reserve Assessment for Treviso Bay Property Owner's**
***$250.00 One time fee at closing for Rookery Bay National Estuarine Reserve**
***All assessments and fees are subject to change**


TREVISO BAY DR
TREVISO BAY BLVD
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LAKE
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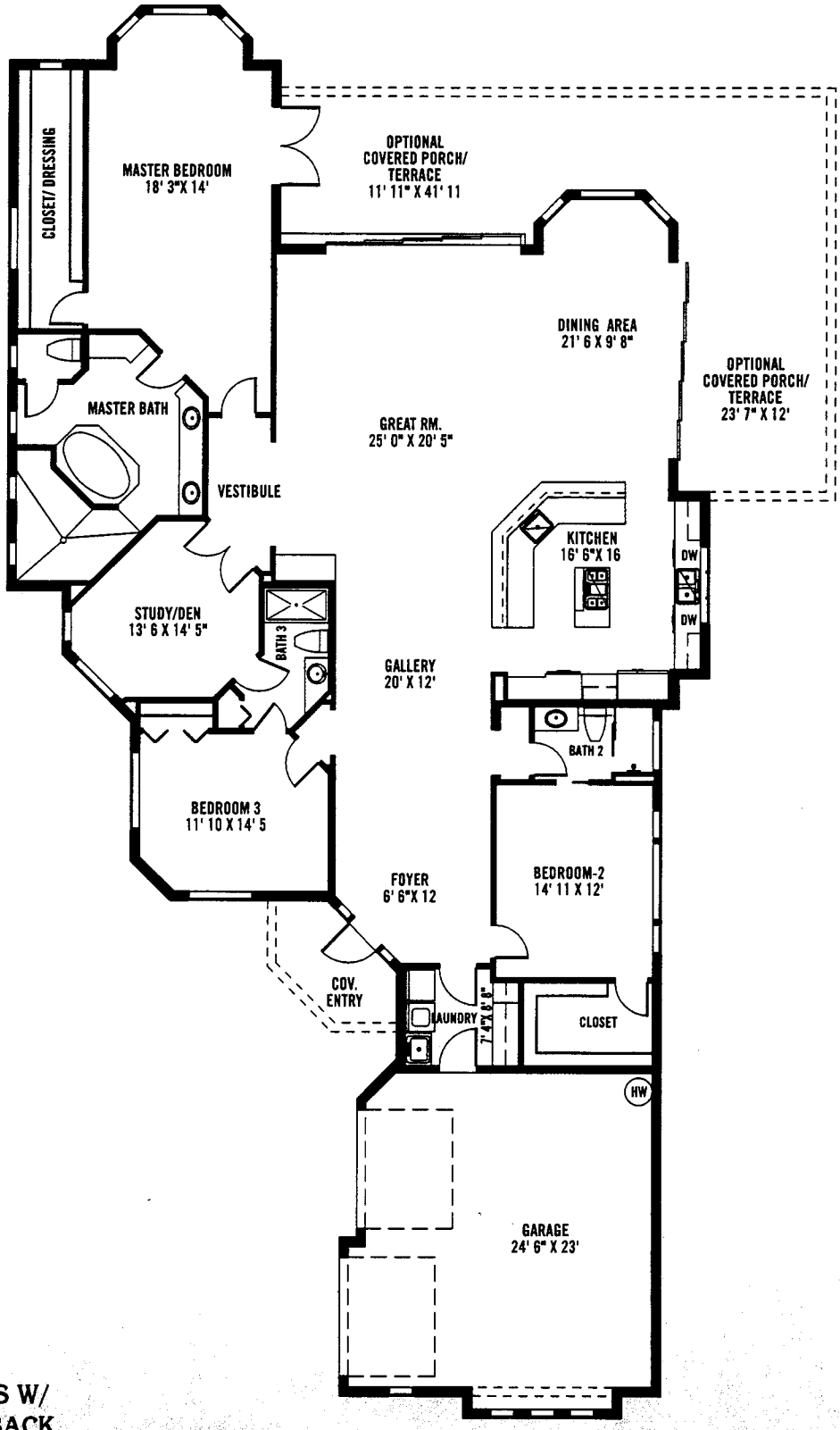


CAPRI II – 3 BEDROOM, 3 BATHS W/ STUDY, GREATROOM, POOL IN BACK

Living Area	2,915 Sq. Ft.
Garage	618 Sq. Ft.
Front Covered Entry	74 Sq. Ft.
Rear Porch	304 Sq. Ft.
TOTAL U/A AREA	3,911 Sq. Ft.

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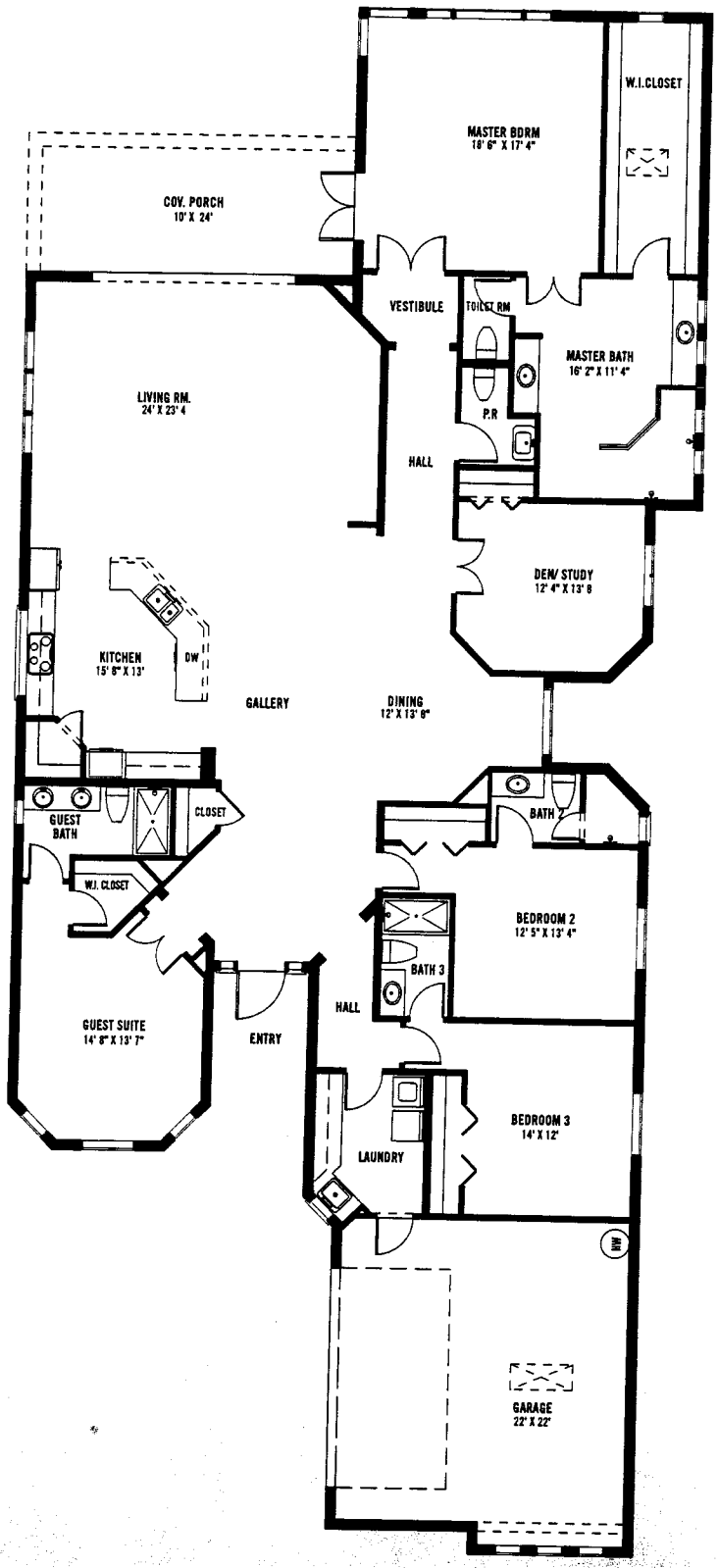
Dimensions and square footage shown are approximate and subject to change.



CAPRI III – 3 BEDROOM, 3 BATHS W/ STUDY, GREATROOM, POOL IN BACK

Main A/C Living Room	3,031	Sq. Ft.
Garage (non A/C)	602	Sq. Ft.
Covered Entry 1	72	Sq. Ft.
Rear Porch/Terrace	750	Sq. Ft.
TOTAL U/A AREA	4,410	Sq. Ft.

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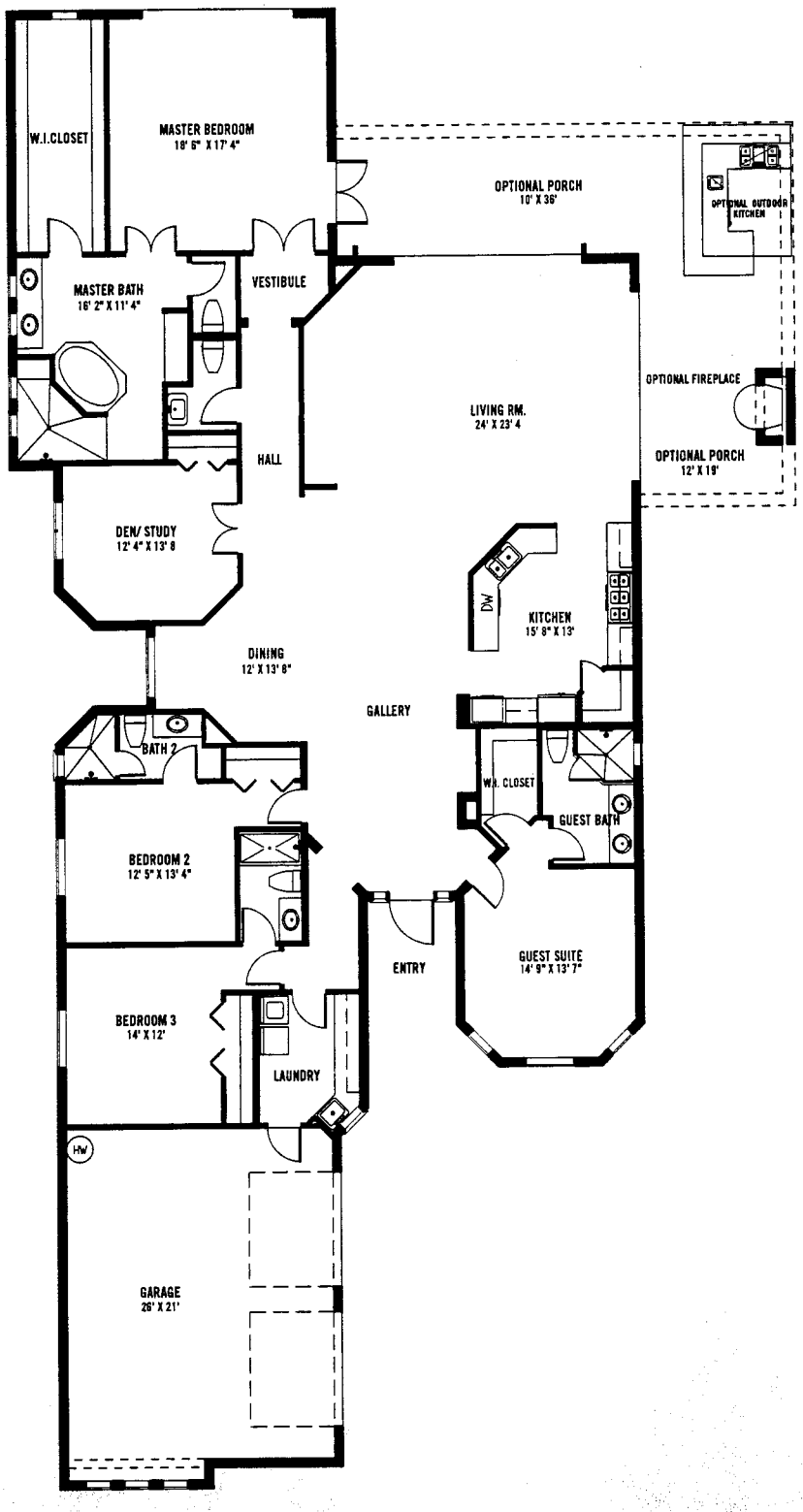


CORSENZA – 4 BEDROOM, 4.5 BATHS W/STUDY, POOL IN BACK

Living Area	3,515 Sq. Ft.
Garage	535 Sq. Ft.
Front Covered Entry	44 Sq. Ft.
Rear Covered Porch	240 Sq. Ft.
TOTAL U/A AREA	4,334 Sq. Ft.

[redacted]

Dimensions and square footages are approximate and subject to change.

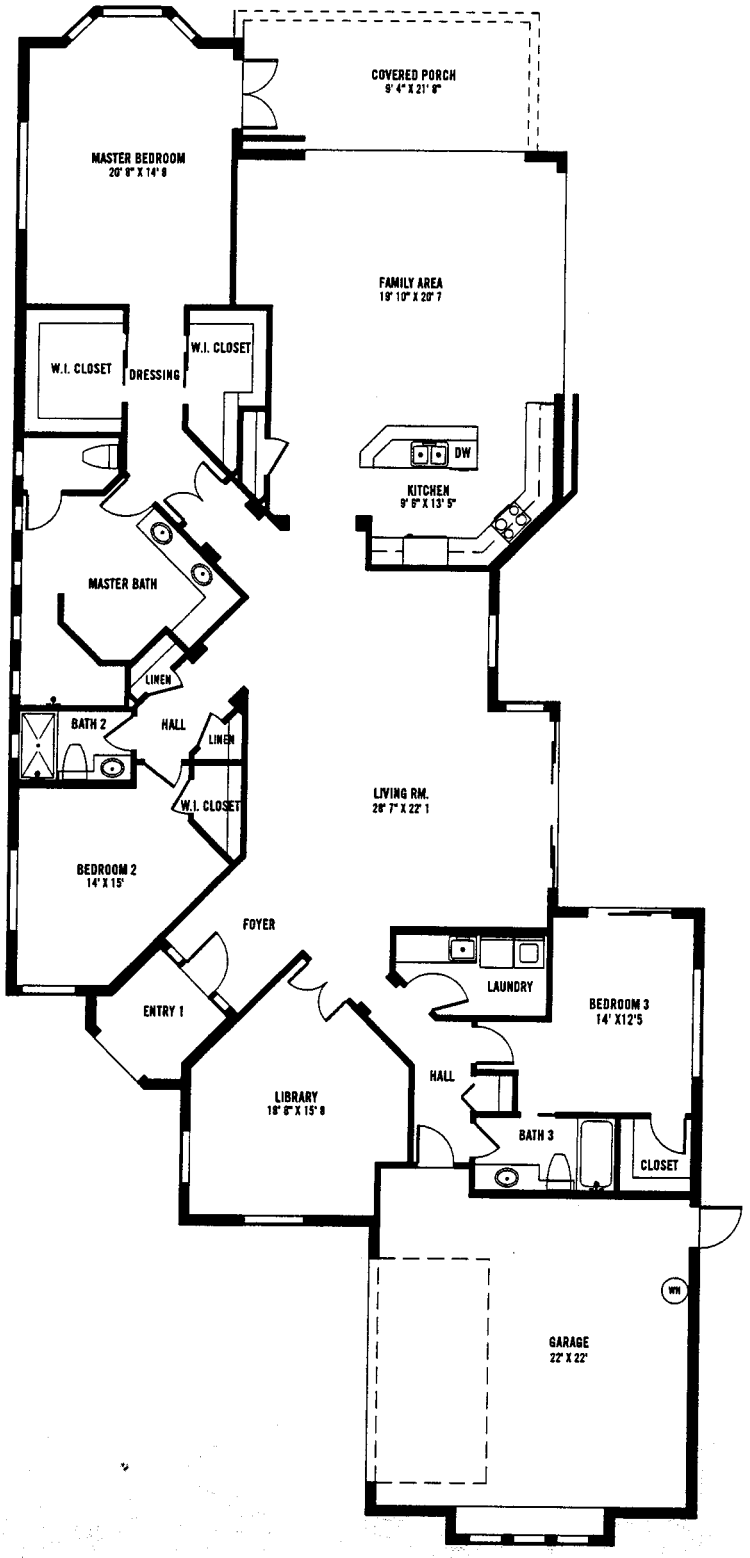


CORSENZA II – 4 BEDROOM, 4.5 BATHS W/STUDY & POOL IN BACK

Living Area	3,515	Sq. Ft.
Garage	535	Sq. Ft.
Front Covered Entry	44	Sq. Ft.
Rear Covered Porch	240	Sq. Ft.
TOTAL U/A AREA	4,334	Sq. Ft.

[redacted]

Dimensions and square footage areas are approximate and subject to change.



CORSICA II – 3 BEDROOM, 3 BATHS W/ STUDY, LIVING & FAMILY, POOL IN BACK

Main A/C Area	3,515	Sq. Ft.
Guest A/C Area	771	Sq. Ft.
TOTAL A/C	3,826	Sq. Ft.
Garage	585	Sq. Ft.
Garage 2	593	Sq. Ft.
Covered Entry 1	58	Sq. Ft.
Covered Entry 2	230	Sq. Ft.
Rear Porch	216	Sq. Ft.
Balcony	84	Sq. Ft.
Non A/C Total	1,996	Sq. Ft.
TOTAL U/A AREA	5,592	Sq. Ft.

[redacted]

Dimensions and square footages are approximate and subject to change.

Features

DISTINCTIVE EXTERIORS
- Keystone Window Banding and Molding
- Mahogany Front Doors
- Mediterranean Architecture
- Andersen Impact Storm Hurricane Watch Glass Windows
- Andersen French Doors (Hurricane Glass)
- Plaza 10-Foot Sliding Glass Doors
- Custom Built to Your Specifications
- Brick Paver Patio & Driveway
- 325 square foot Pool & Screen Enclosure
- Lush Tropical Landscaping

ENERGY-SAVING FEATURES
- Water Saver Toilets
- Spray Foam Insulation System
- 14 SEER Multi Zone A/C Systems

KITCHEN CONVENIENCES
- Sub Zero/Wolf Kitchen Appliance Package
- Granite Countertops
- Deluxe Cabinetry
- Generous Recess Lighting

LUXURIOUS BATHROOMS
- Kohler Fixtures throughout
- Luxurious Master Baths

INTERIOR DETAILING
- Custom Built to Your Interior Specifications
- Services of Collins & Dupont Interior Design to Assist in Initial Decorating
- Extensive Use of Crown Molding
- Generous Recess Lighting
- 10 Inch Baseboards
- Ashley-Norton Interior Hardware
- Master Suite with Bay Windows
- Spacious Closets – Master Suite
- Expansive Windows
- Volume Ceilings
- Large Spacious Rooms

Treviso Bay
NAPLES

PREMIER PROPERTIES

A VK COMMUNITY

TPC Treviso Bay

9004 Tamiami Trail East, Naples, FL 34113
239.643.1414 ◆ Fax 239.643.1420 ◆ 877.643.1476
www.TrevisoBay.com

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

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Acqua di Treviso • Alberi Acqua

by Mady Development



Treviso Bay

NAPLES

Mady Development Corporation brings a reputation of being an established and broad based company that delivers value-added real estate; the company has been doing so for over 31 years. Founded in Canada, Charles Mady and his team have diversified their business across Canadian borders into the U.S. while not loosing site of philosophies based on social and economic contribution to each community. Recent projects are located in Dallas-Fort Worth, Chicago and Ontario. Mady Development Corporation brings a desire to earn the respect of each resident through integrity and an unparalleled commitment to client satisfaction.

Alberi Acqua *Parcel 120*

ACQUA DI TREVISO

MADY DEVELOPMENT CORPORATION

A East	B	C	D	C	B	A West
3,089 SQ FT	*2,729 SQ FT*	*2,079 SQ FT*	*2,714 SQ FT*	*2,079 SQ FT*	*2,729 SQ FT*	*3,089 SQ FT*
804 *$1,766,000*	802 *$1,561,000*	803 *$1,251,000*	804 *$1,591,000*	805 *$1,250,000*	806 *$1,561,000*	807 *$1,766,000*
701 *$1,670,000*	702 *$1,465,000*	703 *$1,155,000*	704 *$1,495,000*	705 *$1,155,000*	706 *$1,465,000*	707 *$1,670,000*
601 *$1,599,000*	602 *$1,394,000*	603 *$1,084,000*	604 *$1,424,000*	605 *$1,084,000*	606 *$1,394,000*	607 *$1,599,000*
501 *$1,553,000*	502 *$1,348,000*	503 *$1,038,000*	504 *$1,378,000*	505 *$1,038,000*	506 *$1,348,000*	507 *$1,553,000*
401 *$1,507,000*	402 *$1,302,000*	403 *$992,000*	404 *$1,332,000*	405 *$992,000*	406 *$1,302,000*	407 *$1,507,000*
301 *$1,461,000*	302 *$1,256,000*	303 *$946,000*	304 *$1,286,000*	305 *$946,000*	306 *$1,256,000*	307 *$1,461,000*
201 *$1,415,000*	202 *$1,210,000*	203 *$900,000*	204 *$1,240,000*	205 *$900,000*	206 *$1,210,000*	207 *$1,415,000*
101 *$1,465,000*		Lobby & Amenities				107 *$1,465,000*
Parking						

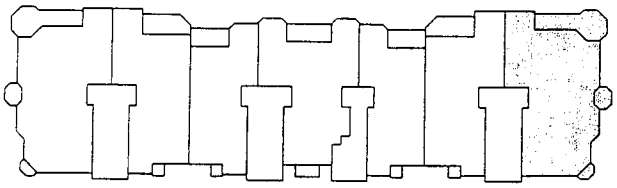
Treviso Bay Master Fee	CDD Debt	CDD O&M	ANNUAL TOTAL	MONTHLY COST		Alberi Acqua Monthly Fees
$2,700	$1,500	$506	$4,706	$392.17	+	To be determined

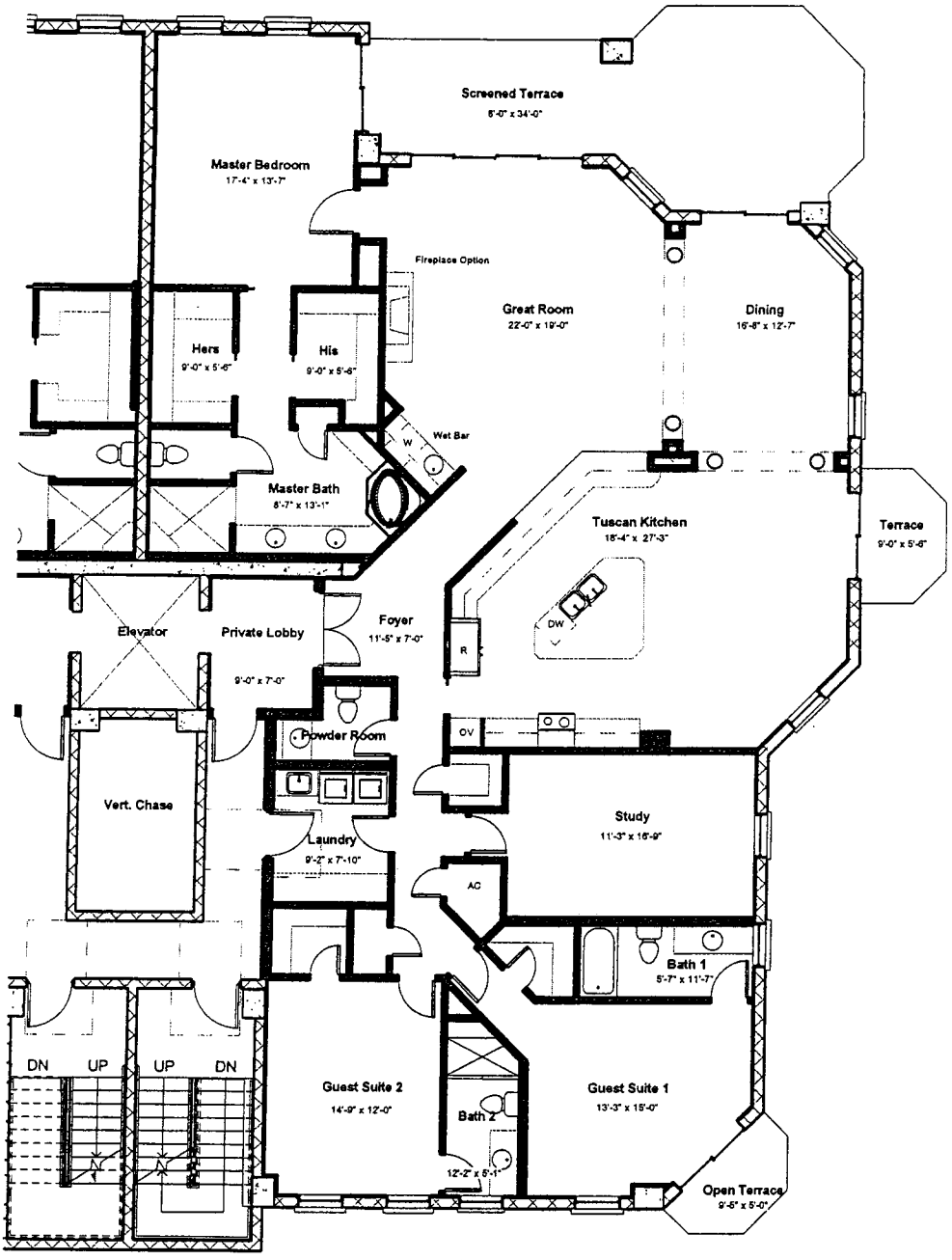
***$1,500 One time fee at closing for Initial Reserve Assessment for Treviso Bay Property Owner's Association**

***$250.00 One time fee at closing for Rookery Bay National Estuarine Reserve**

***All pricing, assessments and fees are subject to change**

Last Updated:2/3/2007





TREVISO BAY
UNIT A - GROSS SQ. FT.

LIVING AREA	*3,083 SQ. FT.*
TERRACES	*436 SQ. FT.*
TOTAL	*3,519 SQ. FT.*

Unit A

Scale: 1/8"=1'-0"

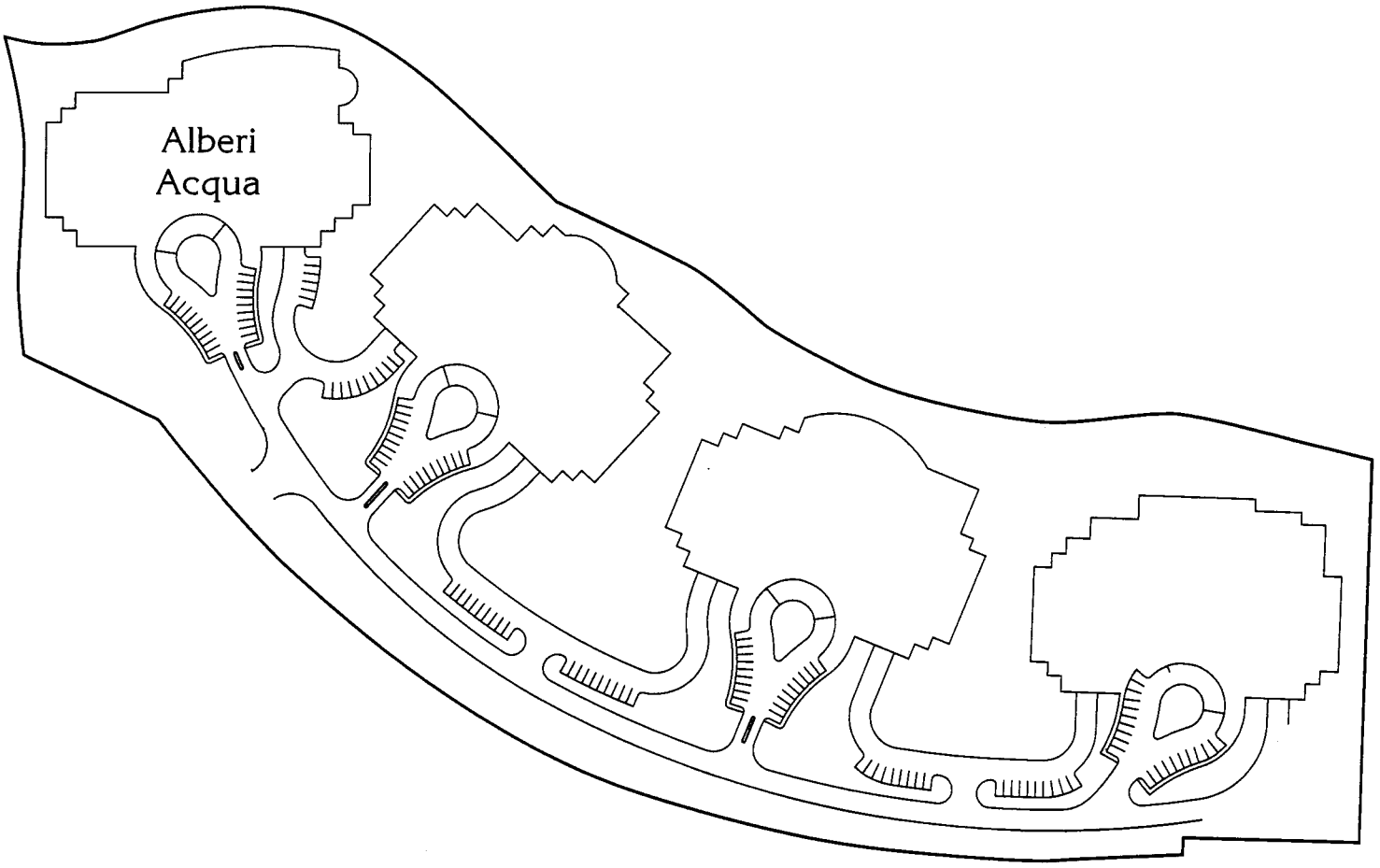
BSSW ARCHITECTS, INC.

1500 Jackson Street, Suite 200
Fort Myers, Florida 33901
Phone: 239-278-3838 Fax: 239-275-5356

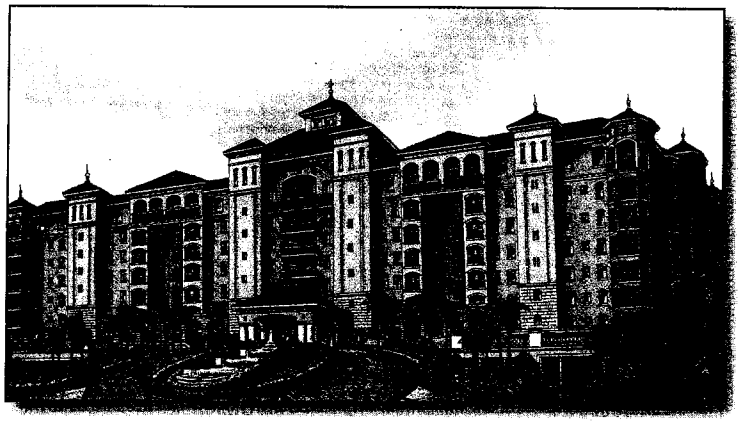
949 Central Ave.
Naples, Florida 34102
Phone: 239-643-3103 Fax: 239-643-7435

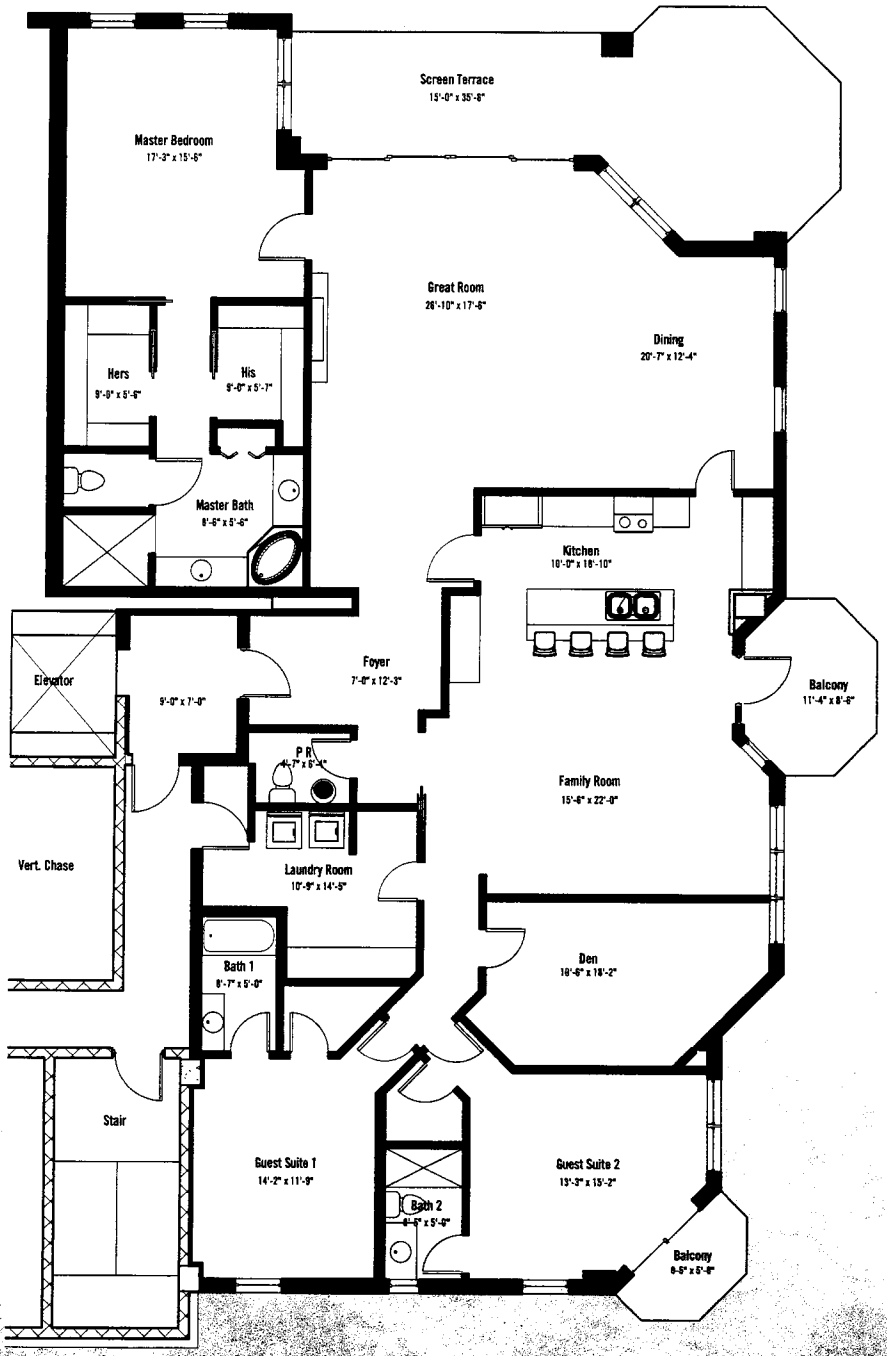
Treviso Bay Towers		
Sheet Number A101.5	Project No. .	DATE: 02/09/06

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Acqua di Treviso Site Plan

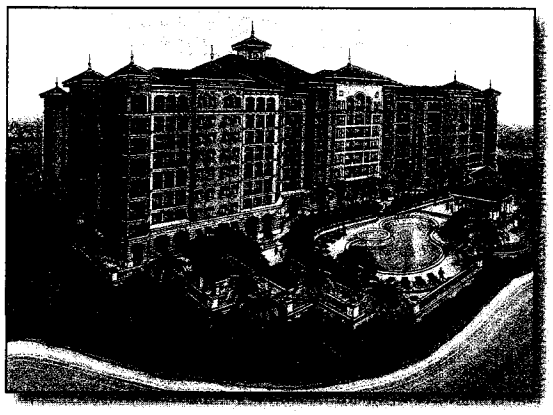


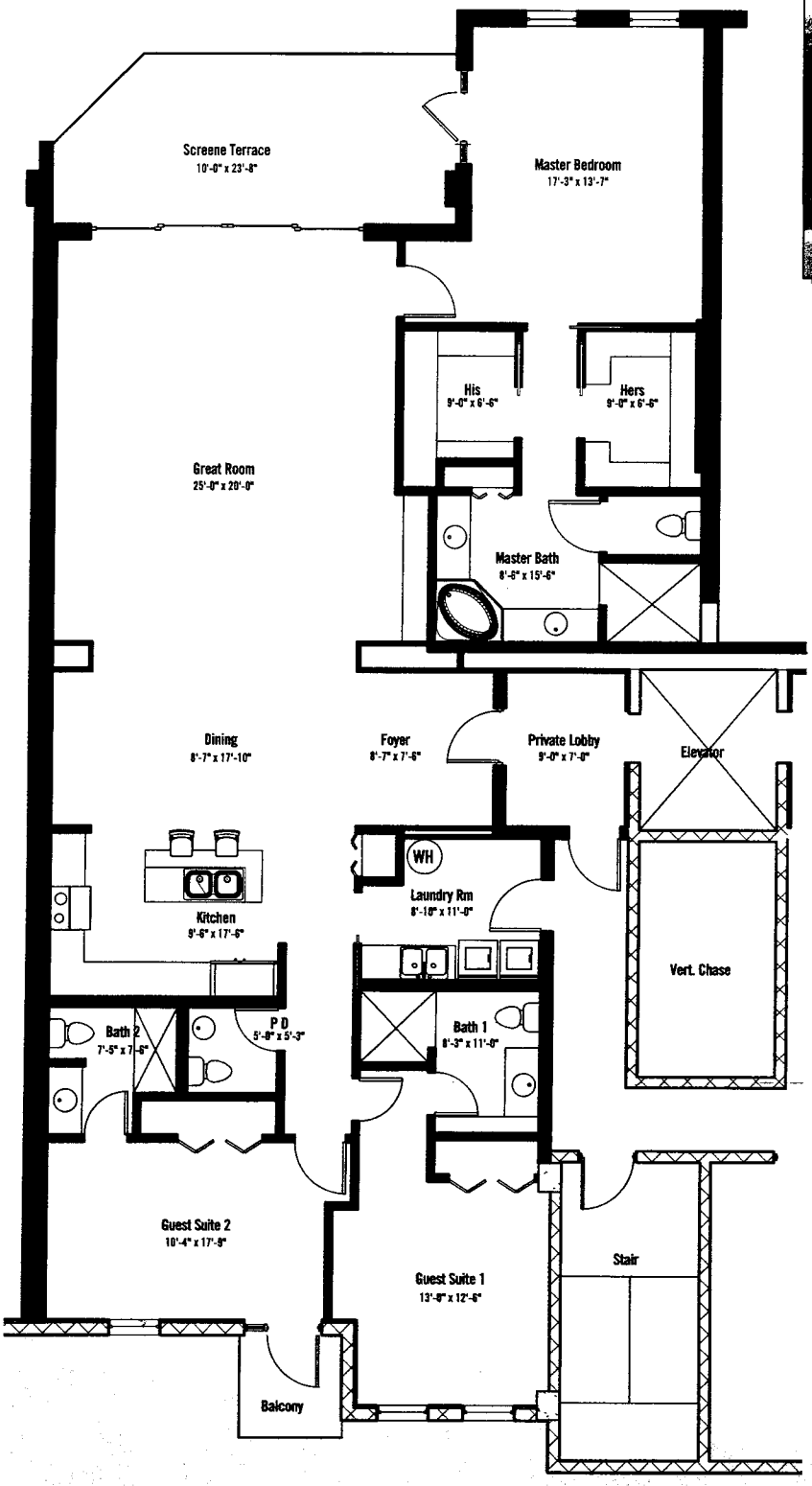


UNIT A, 3 BEDROOM/DEN

Living Area	3,046 Sq. Ft.
Terraces	471 Sq. Ft.
TOTAL	3,517 Sq. Ft.

Dimensions and square footage totals are approximate and subject to change.

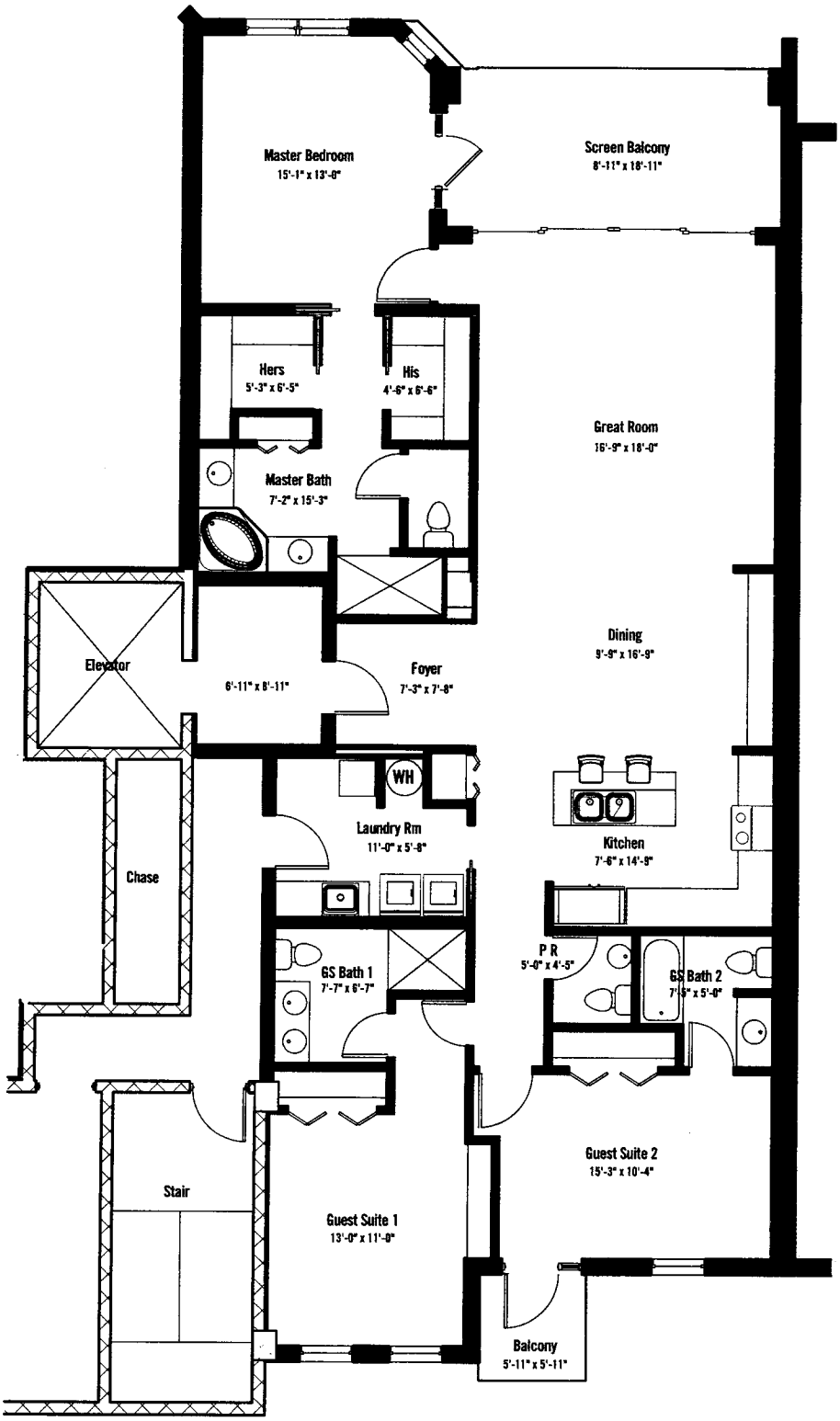




UNIT B, 3 BEDROOM/DEN

Living Area	2,729 Sq. Ft.
Terraces	300 Sq. Ft.
TOTAL	3,029 Sq. Ft.

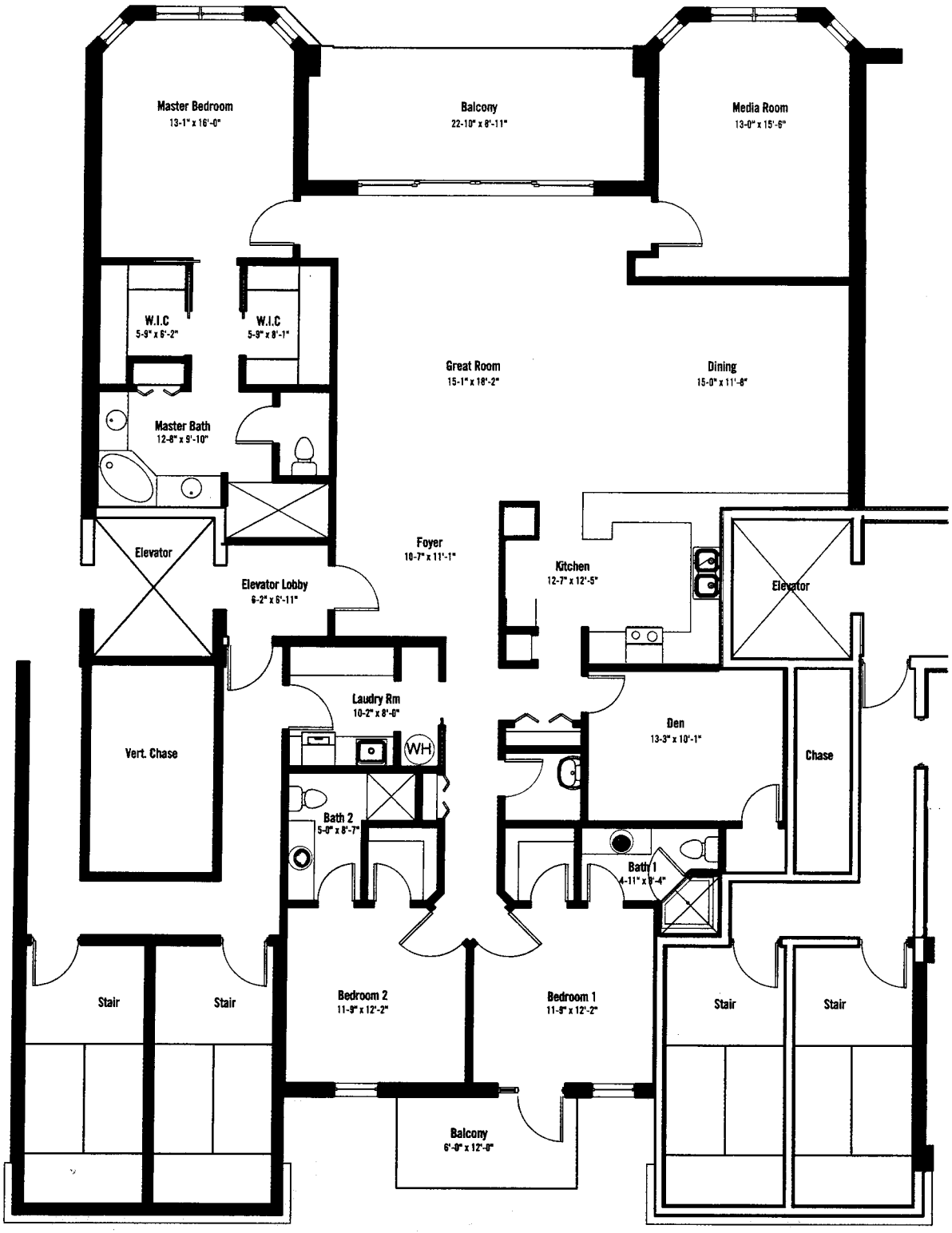
Dimensions and square footage totals are approximate and subject to change.



UNIT C, 3 BEDROOM/DEN

Living Area	2,079 Sq. Ft.
Terraces	215 Sq. Ft.
TOTAL	2,294 Sq. Ft.

Dimensions and square footage totals are approximate and subject to change



UNIT D, 3 BEDROOM/DEN

Living Area	2,714 Sq. Ft.
Terraces	265 Sq. Ft.
TOTAL	2,979 Sq. Ft.

Dimensions and square footage totals are approximate and subject to change.

Features

DISTINCTIVE EXTERIORS
- Solar Tinted Hurricane Resistant Glass on All Windows and Sliding Glass Doors
- 8' Sliding Glass Doors & Floor Length Windows in Designated Areas
- Floor Plans Ranging From 2,000 to 2,960 sq. ft.
- Ceiling Heights - 9'4" Floors 1-5 and 9'8" Floors 7 & 8
- Video Intercom Entry System
- Fire Protection Sprinkler System

ENERGY-SAVING FEATURES
- Natural Gas Service for Hot Water, Cooktop/Oven & Optional Fireplace
- High Efficiency Heating & Cooling System with Digital Thermostats

KITCHEN CONVENIENCES
- Ray Routh Custom Cabinetry with Custom Accent Lighting
- Granite Countertops
- Premium Stainless Steel Appliance Package
- Sub Zero or Equivalent Refrigerator/Freezer & Wine Cooler
- Wolf or Equivalent Gas/Electric Range, Oven and Microwave
- Bosch or Equivalent Dishwasher and Disposal
- High Quality Plumbing Fixtures & Trim Throughout

LUXURIOUS BATHROOMS
- Master – Custom Vanity Cabinetry
- Natural Marble Vanity Tops
- His & Her Lavatories
- Full width & Height Mirrors Above Marble Backsplash
- Walk-in Glass & Marble Shower Enclosure
- Soaking Tub with Natural Marble Tub Deck
- Private Water Closets

INTERIOR DETAILING
- Solid Core, Raised Panel Doors with European-Style Hardware
- State-of-the-Art Communications Cable
- Crown Molding in foyer & Great Room
- Recessed Lighting in Halls, Kitchen & Bathrooms
- Bedrooms & Living Spaces Pre-wired - Fans & Lighting
- Separate Laundry Room – High Quality Appliances, Cabinetry and Built-in Sink
- Large Screened Terrace Off Great Room, Master Bedroom & Multiple Open Terraces
- Master – Large His/Her Walk-in Wardrobes & Shelving
- Sliding Doors to Screened Terrace

Treviso Bay
NAPLES

PREMIER PROPERTIES

A VK COMMUNITY

TPC Treviso Bay

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LIPARI

Executive Home & Lot Packages - Parcel 111

Accomodating Homes from $2.5 Million, (3,250 square feet up to 4,750 square feet)

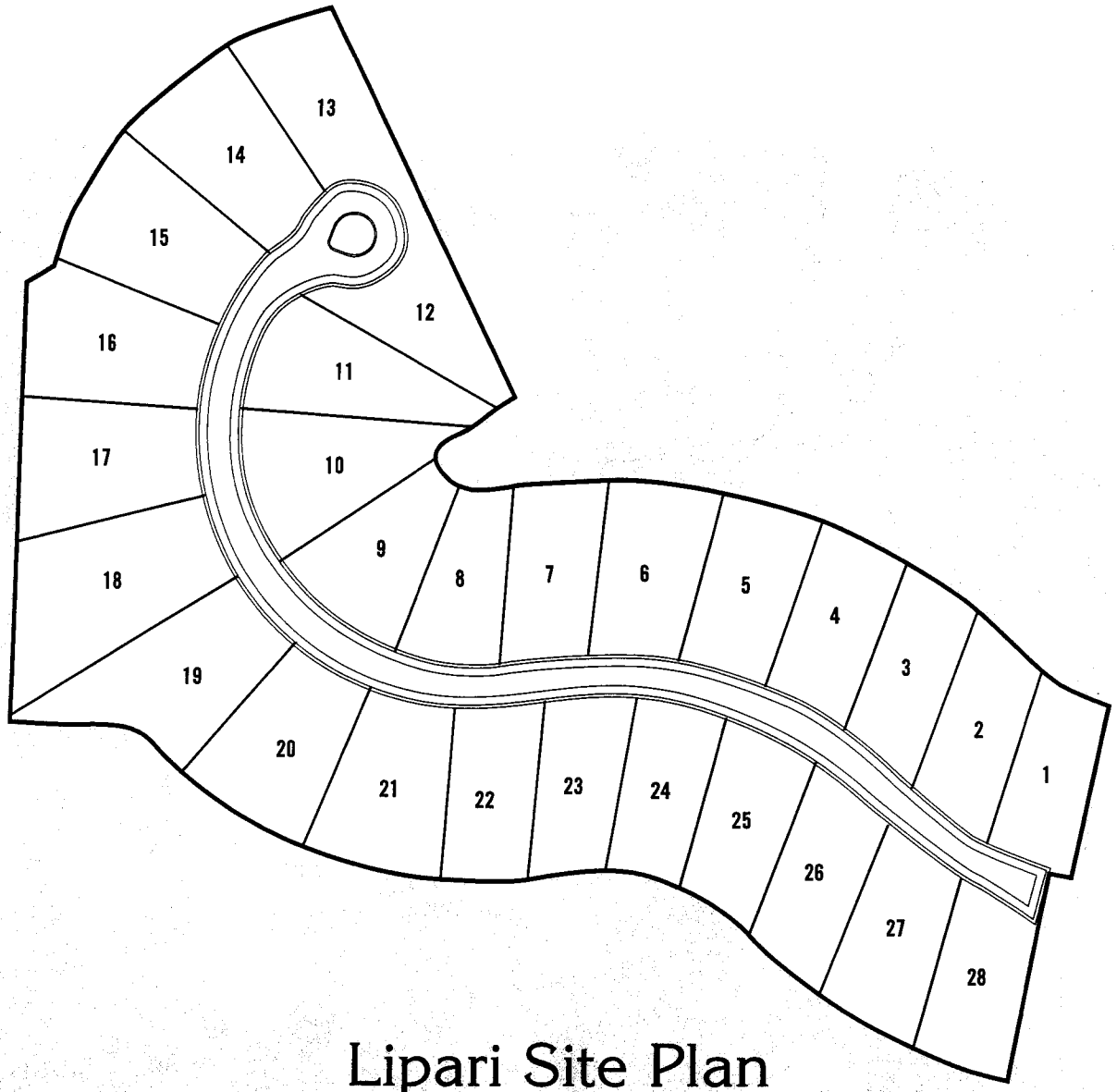
LOT	ORIENTATION & VIEW		LOT PRICE		LOT	ORIENTATION & VIEW		LOT PRICE	
1	NORTH	LAKE	TBD	**Gulfshore Model**	15	N/W	PRESERVE	$680,000	
2	NORTH	LAKE	$740,000		16	WEST	PRESERVE	$680,000	
3	NORTH	LAKE	$730,000		17	WEST	PRESERVE	$670,000	
4	NORTH	LAKE	$730,000		18	WEST	PRESERVE	$670,000	
5	NORTH	LAKE	TBD	**McGarvey Model**	19	S/W	LAKE	TBD	**Gulfshore Model**
6	NORTH	LAKE	$740,000		20	S/W	LAKE	$750,000	
7	SOUTH	LAKE	$730,000		21	SOUTH	LAKE	TBD	**McGarvey Model**
8	NORTH	LAKE	TBD	**McGarvey Model**	22	SOUTH	LAKE	$750,000	
9	N/E	LAKE	$710,000		23	SOUTH	LAKE	$740,000	
10	E	LAKE	TBD	**Gulfshore Model**	24	SOUTH	LAKE	$730,000	
11	E	LAKE	$720,000		25	SOUTH	LAKE	$740,000	
12	S/E	LAKE	$710,000		26	SOUTH	LAKE	TBD	**Gulfshore Model**
13	N/W	PRESERVE	TBD	**McGarvey Model**	27	SOUTH	LAKE	TBD	**McGarvey Model**
14	N/W	PRESERVE	TBD	**Gulfshore Model**	28	SOUTH	LAKE	$740,000	

Treviso Bay Master Fee	CDD Debt	CDD O&M	ANNUAL TOTAL	MONTHLY COST
$3,000	$4,100	$506	$7,606	$633.83

***$1,500 One time fee at closing for Initial Reserve Asessment for Treviso Bay Property Owner's Association**
***$250.00 One time fee at closing for Rookery Bay National Estuarine Reserve**
***All accessments and fees are subject to change**

Lipari

Executive Homes



Lipari Site Plan

Treviso Bay
NAPLES

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Treviso Bay is a master-planned community in which 154 residential lots and/or homes are being built and sold by unaffiliated third party builders. Treviso Bay Development, LLC and Development Corporation of America, or their affiliated or related entities, do not guarantee, nor shall be liable or responsible for, the obligations of any such third party builders.

PAVIA

Custom Estate Homes - Parcel 110

Accomodating Homes from $4.5 Million, built with a minimum of 4,750 square feet

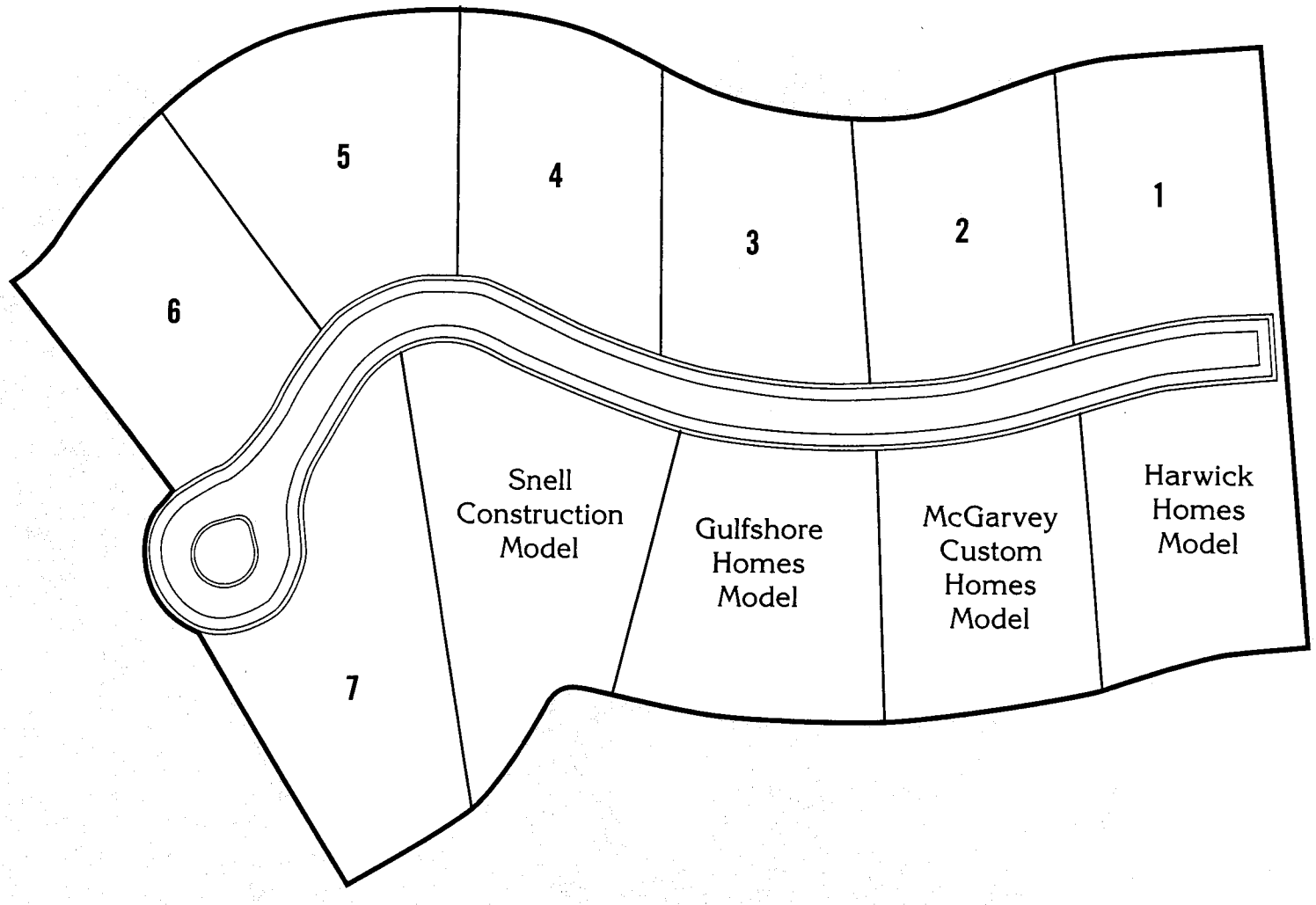
LOT	ORIENTATION	VIEW	LOT PRICE	
1	NORTH	PRESERVE	$890,000	
2	NORTH	PRESERVE	$910,000	
3	NORTH	PRESERVE	$910,000	
4	NORTH	PRESERVE	$920,000	
5	NORTH	PRESERVE	$930,000	
6	N/W	PRESERVE	$920,000	
7	SOUTH	LAKE	$930,000	
8	SOUTH	LAKE	**TBD**	Snell Model
9	SOUTH	LAKE	**TBD**	Gulfshore Model
10	SOUTH	LAKE	**RESERVED**	McGarvey Model
11	SOUTH	LAKE	**TBD**	Harwick Model

Treviso Bay Master Fee	CDD Debt	CDD O&M	ANNUAL TOTAL	MONTHLY COST
$3,000	$4,400	$506	$7,906	$658.83

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***$250.00 One time fee at closing for Rookery Bay National Estuarine Reserve**
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Pavia

Custom Homes



Pavia Site Plan

Treviso Bay
NAPLES

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es, features, dimensions, specifications, architectural drawings, designs and plans, amenities, clubs and other information contained in this material are subject to change without notice. Development and construction Treviso Bay (including without limitation, all features, amenities, homesites, clubs, etc.) are contingent upon receipt of all applicable government permits and approvals, if applicable. OBTAIN THE PROPERTY REPORT QUIRED BY FEDERAL LAW AND READ IT BEFORE SIGNING ANYTHING. NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

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MASTER SITE PLAN

Treviso Bay

NAPLES



Venero

SHOPS AT TREVISO BAY

Padova

41

TREVISO BAY CLUB & SPA

di Napoli

Vercelli

N

FUTURE

Italia

Pavia

FUTURE

Lipari

TPC Treviso Bay

Treviso Towers

TPC AT TREVISO BAY

ROOKERY BAY NATIONAL ESTUARINE RESERVE

FUTURE

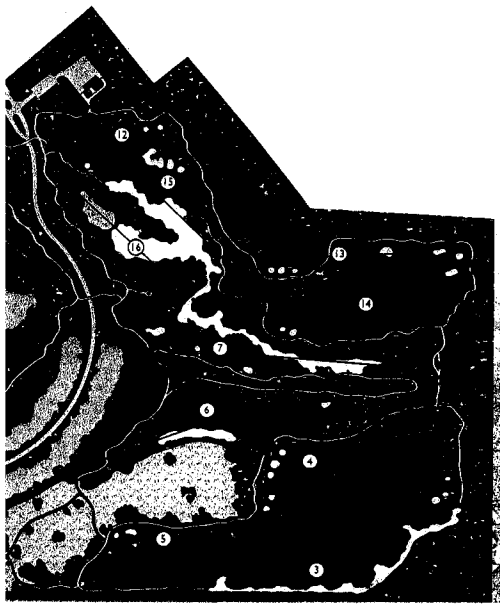
Community features and amenities are approximate and subject to change without notice.



Living at nature's door

There is extraordinary natural beauty to be celebrated here. **Treviso Bay** is bordered on the south by an environmental jewel, Rookery Bay National Estuarine Reserve, one of the few remaining undisturbed mangrove estuaries in North America. The adjacent reserve adds to **Treviso Bay's** tranquil and luxurious nature. Complementing the natural setting is the Tournament Players Club at **Treviso Bay**, cooperatively designed by world-renowned golf course architect Arthur Hills and PGA TOUR Player Design Consultant Hal Sutton. **Treviso Bay's** preferred builders have been chosen for their experience in designing and crafting luxury homes. The level of craftsmanship and exquisite detail offered by our builders will exceed the expectations for the most distinguished lifestyle. ●

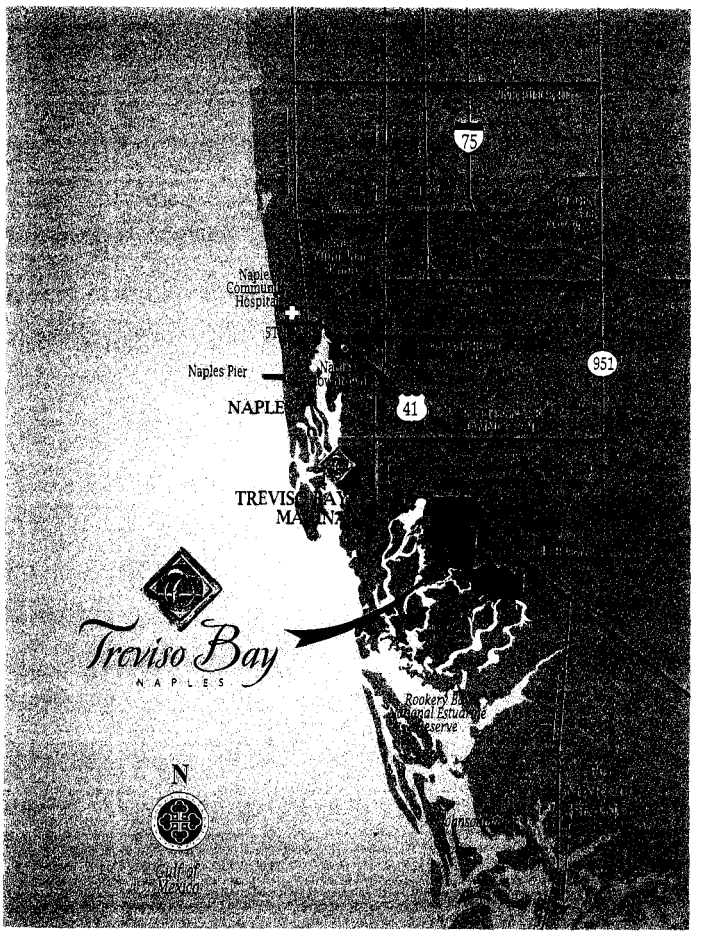




Treviso Bay neighborhoods

di Napoli – Coach Homes
Vercelli – Villas
Via Veneto – Attached Villas
Piacere – Attached Villas
Italia – Grand Villas
Pavia – Custom Estate Homes
Lipari – Executive Semi-Custom
Treviso Towers





Naples . . .

The country's most prestigious address.

Wake up, open the door, throw on your shoes and you're there. It's life in Naples...and every day is a good day.

At **Treviso Bay**, you are only five minutes away from the heart and soul of downtown Naples. Stroll along Fifth Avenue and Third Street — lined with galleries, cafes, fine fashion boutiques and gift shops.

In addition to upscale shopping and dining, Naples and the surrounding area is home to more than 30 arts organizations — from galleries and museums to open-air concerts to the pristine beaches on the Gulf of Mexico — there is something for everyone. Marco Island is just eight miles south - and offers its own vibrant waterfront shopping and entertainment district. **Treviso Bay** is convenient to U.S. 41, I-75 and the Naples Municipal Airport. ◆

Treviso Bay
NAPLES

9004 Tamiami Trail East, Naples, FL 34113
239.643.1414 ◆ Fax 239.643.1420 ◆ 877.643.1476
www.TrevisoBay.com

PREMIER PROPERTIES
Exclusive Representative

A VK COMMUNITY

TPC Treviso Bay

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The photographs contained in this brochure have been taken off-site and are merely intended as illustrations of the activities and concepts depicted therein.

Site plans included herein are not plats or legal descriptions of Treviso Bay and its neighborhoods; they are rough approximations and do not show actual detail or conditions. Development and construction of Treviso Bay (including without limitation, all features, amenities, housing, clubs, etc.) are contingent upon receipt of all applicable government permits and approvals.

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L I V E T H E L I F E S T Y L E

A T T R E V I S O B A Y





A WORLD OF CLASSIC ELEGANCE AND TIMELESS PLEASURES AWAITS AT **TREVISO BAY**. FROM AN AFTERNOON STROLL THROUGH THE PARKS OF IL CAMMINATA, AN INVIGORATING ROUND OF WORLD-CLASS GOLF, A DAY BOATING OFFSHORE, OR THE SUBTLE PLEASURES OF A PERSONAL SPA RETREAT, THERE IS SOMETHING HERE TO INSPIRE YOUR EVERY WHIM. THE TIME IS YOURS. HOW WILL YOU SPEND IT?

FOR THE ACTIVE LIFESTYLE:

TPC at **Treviso Bay** allows you to live the PGA TOUR Experience every time you play.

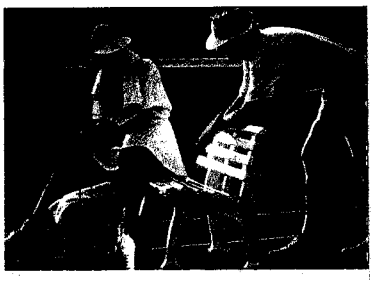
- 18 holes of championship golf
- Created and maintained to PGA TOUR standards
- Member of the TPC network of courses around the country
- Designed by Arthur Hills, with PGA Championship winner and Ryder Cup Captain Hal Sutton as player consultant
- 52,000-square foot golf clubhouse
- Banquet facility with seating up to 350



Hal Sutton

The **Treviso Bay Club & Spa** brings a new meaning to the phrase "healthy living." Whether you workout with a partner on the courts or with the encouragement of a personal trainer in the fitness center, you'll find no better motivation to live a healthy lifestyle.

- 33,000-square foot clubhouse, including 4,500-square foot state-of-the-art fitness center
- Personal training rooms
- Group exercise rooms
- Pilates studio
- Tennis club surrounded by 6 courts
- 75-foot, 3-lane lap pool





The **Treviso Bay Club & Spa** also hosts lifestyle choices for the entire family.

- Movie Theatre
- Kids Club with playground and pool
- Resort-style lagoon pool with waterfalls
- Private cabanas
- Waterside bar
- Spa with pampering treatments from massage to skin care
- The Mediterranean Cafe



FOR MORE RELAXING PURSUITS:

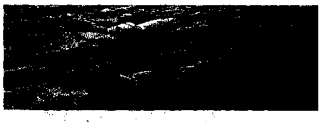
The parks of **IL Camminata** are a true collaboration of man and nature. Inspired by the Italian tradition of an evening stroll with friends and family, these parks offer new opportunities to experience the splendor of nature along the walkways of three breathtaking treasures.

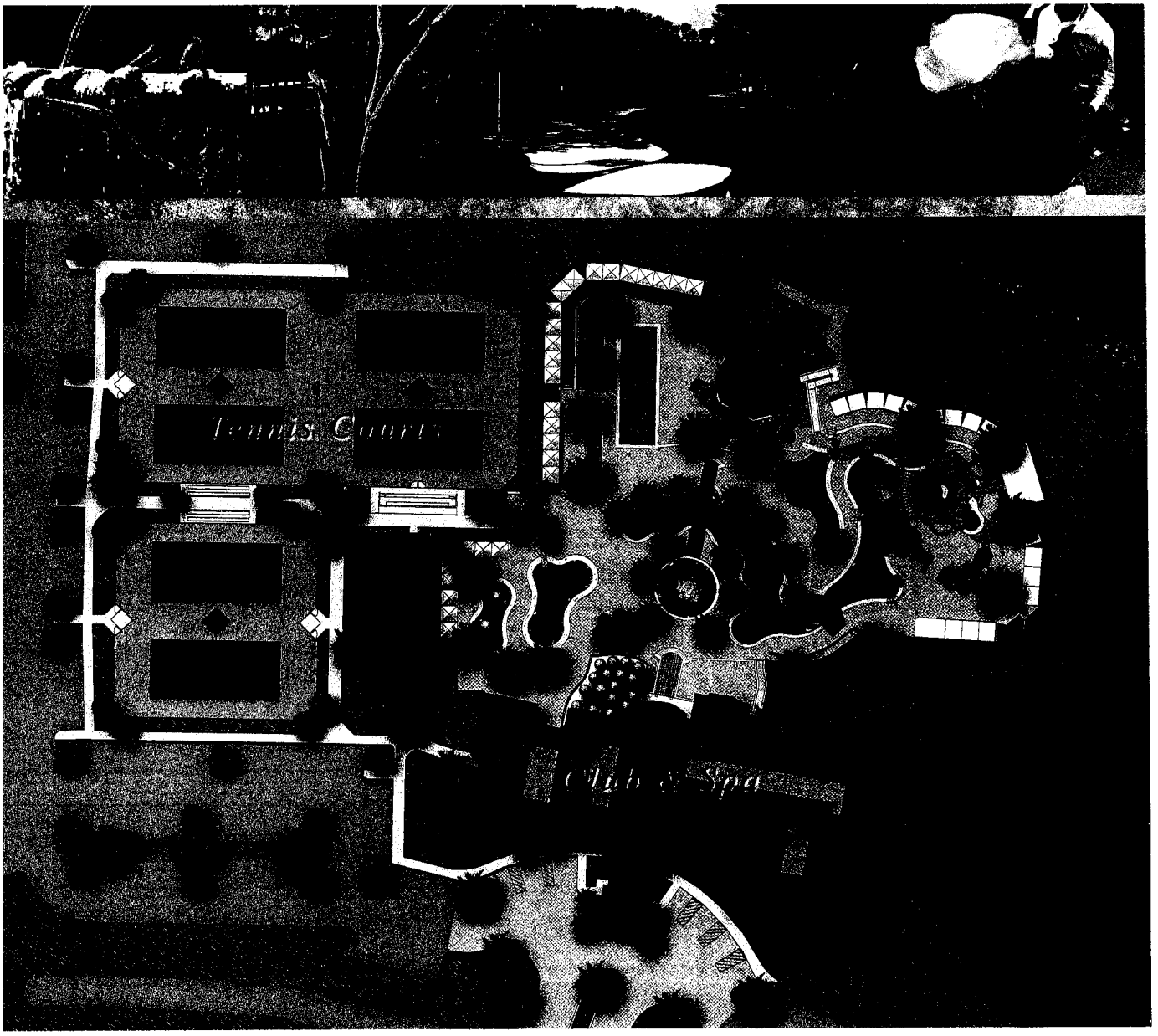
- **Diviso Fontana** *"The Divided Fountain"*
  A lush, bi-level park that graciously greets passersby with cascading waterfalls.
- **Arcobaleno** *"The Rainbow Park"*
  Nature's finest work of art can now be seen daily at The Rainbow Park, where timely fountains mist into the sunshine creating stunning arcs and prisms of color.
- **La Parterre** *"Formal Gardens"*
  Eye-catching landscapes will draw you into this unique park designed with ample room for walking, biking, or even a picnic under the shade of majestic trees.



The **Treviso Bay Marina** offers you a convenient boating experience.

- Dry dock storage
- Concierge launch service
- Marina club lounge





Treviso Bay

NAPLES

9004 Tamiami Trail East, Naples, FL 34113

239.643.1414 ◆ Fax 239.643.1420 ◆ 877.643.1476

www.TrevisoBay.com

PREMIER PROPERTIES
Exclusive Representative

A VK COMMUNITY

TPC Treviso Bay

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

Prices, features, dimensions, specifications, architectural drawings, designs and plans, amenities, clubs and other information contained in this material are subject to change without notice. The photographs contained in this brochure have been taken off-site and are merely intended as illustrations of the activities and concepts depicted therein.

Certain amenities/features only available with club membership. Club memberships must be acquired separately.

EXHIBIT NO. 3

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Embarq

DESCRIPTION:

Composite of Embarq's Responses to Staff Discovery and Data Request

a. Embarq's Responses to Staff Data Request # E1.

b. Embarq's Responses to Staff's First Set of Interrogatories (Nos. 1 – 19) and First Request for Production of Documents (Nos. 1-7)

c. Embarq's Responses to Staff's Second Set of Interrogatories (Nos. 20 -26) and First Request for Admissions (Nos. 1-5)

d. Embarq's Responses to Staff's Third Set of Interrogatories (Nos. 27 – 30) and Embarq's Responses to Staff's Second Request for Production of Documents (No. 8)

e. Embarq's Responses to Staff's Second Request for Admissions (No. 6)

PROFFERING PARTY: Staff

I.D. # Stip-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 3
Company/ FPSC Staff
Witness: Staff Discovery to Embarq
Date: 02/14/07

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
Mailstop: FLTLHO0102
1313 Blair Stone Rd.
Tallahassee, FL 32301
EMBARQ.com

January 5, 2007

Ms. Blanca Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 060763-TL, Embarq's Redacted Response to Staff Data Request # E1
Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.

Dear Ms. Bayó:

Enclosed for filing on behalf of Embarq Florida, Inc. is Embarq's redacted response to Staff's Data Request Number E1 in Docket 060763-TL.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton
COUNSEL
LAW AND EXTERNAL AFFAIRS- REGULATORY
Voice: (850) 599-1560
Fax: (850) 878-0777

CERTIFICATE OF SERVICE
DOCKET NO. 060763-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. Mail (*) this 5th day of January, 2007 to the following:

Jason Fudge (*)
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
jfudge@psc.state.fl.us

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David Dowds
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ssimmons@psc.state.fl.us

Treviso Bay Development, LLC (*)
Christopher Cramer/Sanjay Kuttemperoor
c/o V.K. Development Corporation
19275 W. Capitol Drive, Suite 100
Brookfield, WI 53045
ccramer@vkdevelopment.com
sanjay@vkdevelopment.com

Young Law Firm (*)
R. Scheffel Wright
225 South Adams Street, Suite 200
Tallahassee, FL 32301
swright@yvlaw.net

Susan S. Masterton

1. For purposes of the following requests, please refer to Exhibit KWD-2.

(a) Explain your rationale for including the cost of consumption of existing facilities in your NPV cash flow analysis.

Answer: Including the cost of consumption of existing facilities accurately reflects cash flows incurred that would be directly consumed in serving this new community. These assets are no longer available to serve others if consumed by Treviso Bay.

(b) Does the amount of the estimated revenue from each customer include the access charge of $6.50 for each line and include additional sources of revenue, such as initial connection fees, long distance service, wireless and digital television (Dish Network), and potential storm cost recovery fees?

Answer: Estimated revenue from each customer includes the subscriber line charge of $6.50 for each line, as well as toll and access revenues generated from long distance services. See also response to interrogatory 4 below which further details the complete revenue analysis included in Embarq's NPV analysis. Revenues generated from initial connection fees were not included as those revenues are exceeded by the cost of customer acquisitions and interconnections and thus would have only added to the overall uneconomic results of the NPV analysis which was already demonstrated without that incremental, but unnecessary complexity. Storm cost recovery fees were not included, as they are far exceeded by the costs of the storms which were also not included. Due to the existence of the bulk video and data service agreement, Embarq's sales of digital television service, if offered, would be predictably so extremely low as to not exist and was therefore excluded from the NPV. Finally Embarq's potential to sell wireless services does not require or rely upon the potential construction of an uneconomic wireline network and therefore was properly excluded from the NPV analysis of the potential wireline network buildout which is the subject of Embarq's petition.

(c) Provide a detailed explanation of the methods and assumptions used to calculate the amount of income tax deductions associated with the capital expenditures and the amount of income tax expenses associated with revenue for each year in the NPV cash flow analysis.

Answer: To account for income tax deductions associated with capital expenditures, a straight-forward application of MACRS depreciation tables to capital outlay was performed (See CD file, "Disc Cash Flow" tab, row 35, and "Tax Deprec" tab). To account for income tax expenses associated with revenue (as well as other costs not listed in the question), a straight-forward application of a 38.58% state/federal income tax rate to Taxable Income was performed ("Disc Cash Flow" rows 29-38). Also see the response to DR question 10(v).

GENERAL NOTE ON EXCEL REFERENCES TO CD WORKBOOK: The "Disc Cash Flow" tabs contain manually-inserted line references. Unless otherwise indicated, DR

answers refer to the actual Excel row, not the Line Reference. For example, New Capital is referred to as Line 1, but is in Excel row 5. This will be referred to as row 5 in DR answers.

Also note, tabs within the workbook will be shown in quotes in these DR responses, such as "Disc Cash Flow". Note that the two "Disc Cash Flow" tabs are the same – one has been expanded to show additional detail.

(d) Embarq has applied for and received annual price increases for basic local service as a result of the rate rebalancing legislation in Florida. Explain your rationale for anticipating future price declines for voice services and describe the information you relied upon to base your assumption.

Answer: The rate rebalancing initiative mentioned in the question was completed on a revenue neutral basis, with increases in local rates being offset by reductions in access charges. Further, the benefit from the access reductions is required to be flowed through by the interexchange carriers in the form of lower end user long distance rates. Since long distance and access charge revenues attributable to customers was included in the revenue modeling for Embarq's financial analysis, the overall revenue impact of the rate rebalancing is considered in the analysis.

Notwithstanding the overall revenue neutral implications of the rate rebalancing initiative, competitive market forces from cable telephony, wireless and VoIP alternatives are expected to continue to place pressures on prices for traditional ILEC voice services, resulting in future price declines. However, Embarq's financial analysis in this case did not assume any price declines, as the uneconomic outcome of this business proposition is easily demonstrated without the overlay of future price declines.

2. Has Embarq considered lower cost alternatives for providing voice service to Treviso Bay (e.g., construct outside plant to the distribution areas, then construct drop wire and NIDs only upon a customer's service request)?

Answer: Yes, Embarq has considered and modeled a low cost network as contemplated by the question. Note in the response to DR question 5(b), the distribution cable is placed over a six year period as units are constructed, with NID/drop and DLC cards only being placed when a customer orders service. No additional NID/drop or DLC card capital is reflected for units that do not take voice service.

3. Referring to the Direct Testimony of Michael J. Dickerson's, FPSC Document Number 11430, page 5, line 7, please describe how the expected customer penetration percentage was developed. Please provide any documents and work papers that support your response.

Answer: See attached market share analysis. The customer penetrations expected to occur absent the requested COLR relief in Treviso Bay would logically be expected to be lower than the markets presented in this analysis. This expectation stems from two important and

differentiating facts. The first being that bulk video and data agreements (i.e., billed through homeowners' association dues) are not in place in any of the markets presented in the attached analysis and thus the existence of the bulk agreement in Treviso Bay logically predicts lower penetrations for Embarq services than markets where customer remain free to choose their data and video providers as well as voice. Second the developer awarded contract for 100% of data and video services in Treviso Bay occurs from the initial outset of the development whereas the offering of Cable internet phone service in many of the markets in the attached analysis was well past Embarq initial offering of its voice telephone services.

Most important to note is that none of Embarq's actual market penetrations shown in the attached analysis would result in workable and acceptable financial results for the Treviso Bay project and its associated construction cost requirements.

4. Referring to Mr. Dickerson's Direct Testimony, page 4, lines 19 through 23, and continuing on page 5, lines 1, 2, and 3, please enumerate and describe the "voice services" that are assumed would be provided to Treviso Bay.

Answer: A full suite of voice services (along with ancillary services) are assumed to be provided – local, long distance toll/access, custom calling features, voicemail, directory listings, inside wire, CPE maintenance. Revenues for all of these services were included in the analysis (See response to 10(l)).

5. For purposes of the following requests, please refer to Mr. Dickerson's Direct Testimony, page 3.

(a) By way of clarification, is it 12,000 feet from the 5ESS switch to the entrance of Treviso Bay?

Answer: Yes.

(b) If the response to (a) is negative, please indicate the distance from the 5ESS to the entrance to Treviso Bay.

Answer: N/A.

(c) What is the capacity (fibers) of the 6 Kft fiber cable that will be installed?

Answer: Engineering suggests a 48 fiber cable be installed in this section.

(d) What is the projected installed cost of the fiber cable?

Revised Answer: The installed cost of the new fiber feeder cable can be found in "Inputs" cell E4.

(e) When is it assumed (projected date) the fiber cable will be installed?

Answer: The cash flow analysis reflects it will be installed Day 1, as the feeder must be in place for the first customer.

(f) Other than equipment located at the new DLC site, will additional optronics be required?

Answer: Yes. Interfacing electronics at the central office are required for the DLC to function.

(g) If the response to (f) is affirmative, please identify the specific components that will be required, the installed cost of each component, and when each component will be required.

Answer: Refer to the switch interface ("Inputs" cell E61) and central office fiber terminal ("Inputs" cell E60). These are also required on Day 1, as the DLC and related electronics must be in place for the first customer.

(h) Please provide a diagram or schematic that reflects how the cabling extending from the new DLC be routed. Please indicate all components to be installed and their various capacities (e.g., size of the various cables, cross boxes, etc.).

Answer: Due to the unworkable negative economics of serving Treviso Bay as demonstrated in Embarq's NPV analysis, the resources and costs necessary to develop the requested engineering record details have not been expended. However the construction of a functioning voice service network would require the cable construction capable of establishing potential connections to all planned locations, (see Exhibit KWD-1).

9. For purposes of the following requests, please refer to Mr. Dickerson's Direct Testimony, page 4.

(a) Does the analysis assume that all cabling occurs in year 1?

Answer: No.

(b) If the response to (a) is negative, please identify, by year, the specific cabling and associated components that occurs, disaggregated by component (see Request 3(h)), the demand served by that cabling, and the installed cost of each of the components placed.

Answer: "Inputs" rows 26-28 reflect the investments that must be made up front in Year 1, which represent the feeder cable, the sub-feeder cable, and the DLC cabinet. "Inputs" rows 30-32 are made as living units are built in Years 1-6, which represent the distribution cable, NID/drop wire, and DLC cards.

(c) If the response to (a) is affirmative, please explain why this assumption was made.

Answer: N/A

(d) Referring to the study's inclusion of the capital costs associated with consumption of certain existing network components (fiber cable, switch termination equipment, and interoffice transport bandwidth), for each of these three categories, please indicate by year, the specific discrete components (e.g., line cards) included, their quantities, and their costs.

Answer: "Inputs" rows 57-62 show the amounts of existing capital consumed. By category, fiber cable is row 57, switch termination equipment is row 60-61, interoffice transport bandwidth is row 58-59.

(e) Please identify the "higher end bundles of voice services" included in the study. Please provide the name of the retail bundle, its price and where it is located in Embarq's Florida tariff(s).

Answer: Refer to attached revenue analysis.

10. For purposes of the following requests, please refer to Exhibit KWD-2. Please respond to the following requests to the extent not provided in response to Requests 8 and 9.

(a) Please provide all work papers that support this exhibit, including but not limited to the spreadsheet file.

Answer: See CD provided. Tabs within the workbook include:
1) **"Disc Cash Flow (as presented)" which reflects Exhibit KWD-2 exactly as provided.**
2) **"Disc Cash Flow (w detail rows)" is the same tab with detail rows illustrated.**
3) **"Inputs"**
4) **"Tax Deprec"**
5) **"Cost of Capital & Tax Inputs"**

Tabs 3-4-5 feed information to the "Disc Cash Flow" tabs.

(b) Referring to line 1, please indicate, by year, the specific discrete components installed and their associated quantities, and each component's installed cost.

Answer: See "Inputs" rows 26-34 for New Capital.

(c) Were any price escalation or inflation factors applied to any of the investments made in years after Year 1?

Answer: No.

(d) If the response to (c) is affirmative, please identify all such factors and explain mathematically how they were applied.

Answer: N/A.

(e) Referring to line 2, please indicate, by year, the specific discrete components installed and their associated quantities, and each component's installed cost.

Answer: See "Inputs" rows 65-69 for Consumed Capital.

(f) Referring to line 2, please explain why this item apparently is reflected on Year 1.

Answer: For conservative reasons, Year 1 was chosen for consumed capital. If the actual prior year of installation were reflected, the cash flow result would be worse than indicated, as the previous cost to carry the equipment before being used at Treviso Bay would be added.

(g) Is the value shown on line 2 in nominal dollars?

Revised Answer: Yes. The value of consumed capital reflects representative current cost of the items, prior to application of NPV factors.

(h) Referring to line 4, is it assumed that a new DLC will be required in Year 11?

Answer: Yes.

(i) If the response to (h) is affirmative, please explain why.

Answer: The expected useful life of DLC equipment is estimated at ten years, therefore it is anticipated that it would need to be replaced at the appropriate obsolescence point during the twenty year span considered by this analysis.

(j) If the response to (h) is negative, please explain to what "Reinvested Capital" refers.

Answer: N/A.

(k) Referring to line 5, please provide any study or analysis that supports this value, and indicate the vintage of the study or analysis.

Answer: Refer to Answer 3 and the attached market share analysis.

(l) Referring to line 7, please provide any study or analysis that supports this value, and indicate the vintage of the study or analysis.

Answer: Ala Carte Subscriber revenue for October 2006 Naples customers was studied November 2006 and is attached. Also see "Inputs" rows 80-84.

(m) To the extent not indicated in response to (l), please identify the discrete elements that comprise this amount.

Answer: As indicated in Answers 1(b) and 4, a full suite of voice revenues has been included for those customers who do not purchase bundles. See attached analysis.

(n) Referring to line 8, please provide any study or analysis that supports this value, and indicate the vintage of the study or analysis.

Answer: Bundle Subscriber revenue using October 2006 Naples customers was studied November 2006 and is attached. Also see "Inputs" rows 86-90.

(o) To the extent not indicated in response to (n), please identify the discrete elements that comprise this amount.

Answer: As indicated in Answers 1(b) and 4, a full suite of voice revenues has been included for those customers who purchase bundles. See attached analysis.

(p) Referring to line 9, please provide any study or analysis that supports this value, and indicate the vintage of the study or analysis.

Answer: Customer counts from the analysis referred to in 10(m-p) were utilized. See separate attached analysis.

(q) Referring to line 10, please explain mathematically how this value is derived.

Answer: The blended revenue value is derived as follows: "Bundle sub revenue" times "percent buying bundle", plus "Ala Carte sub revenue" times 1-"percent buying bundle". See "Inputs" cell E93.

(r) Referring to line 11, please explain mathematically how this factor is used to calculate expenses; indicate in which line entry(ies) maintenance expenses are included; and provide the study or analysis underlying this factor.

Answer: The maintenance value ("Disc Cash Flow" cell D19) is derived by dividing total expected maintenance ("Disc Cash Flow" cell J31) by total expected capital ("Disc Cash Flow" cell J50, hidden). The percentage is simply a relative measure of expense, and not an input to the model. Year 7 was chosen for this relative value, as it represented a fully-phased in development. Summary for the expense can be found in "Inputs" rows 54 and 76, with full detail in rows "Inputs" 43-54 and "Inputs" 71-76.

(s) Referring to line 12, please provide the derivation of this value, identifying the components and their associated weights.

Answer: See "Cost of Capital & Tax Inputs" cells C7-C11.

(t) Referring to line 13, please identify the source for the specific demand units in each of Years 1 through 6. If there is no independent source, please explain the rationale underlying the assumed build-out pattern.

Answer: See "Inputs" rows 17-20 for telephone subscribers, which follow "Inputs" rows 10-13 for the construction period of living units, using Embarq's penetration assumption.

(u) Referring to line 17, please describe the underlying formula used.

Answer: For Cash Expenses, this represents an accumulation of maintenance expense (DR question 10(r)), property taxes, and other expenses. See "Disc Cash Flow (w detail rows)" rows 31-33

(v) Referring to line 18, please describe the underlying formula used.

Answer: For Income Tax, see "Disc Cash Flow (w detail rows)" row 38, which multiplies Taxable Income (row 37) by the combined net federal and state tax rate of 38.58% (cell C38). Taxable Income is derived from "Disc Cash Flows (w detail rows)" rows 29-35. Also see response to DR 1(c). The income tax rate of 38.58% takes into account that the 5.5% state income tax is deductible for purposes of the 35% federal income tax.

(w) Referring to line 21, please describe the underlying formula used.

Answer: The discount rates listed in "Disc Cash Flow" row 46 convert cash flow for that year (row 44) to a net present value (row 47), using a simple financial calculation equating to the present value of an 8.12% cost of money, discounted for x years, where the value of x changes for each year. See "Disc Cash Flow" cells D46-W46 for the calculation. The mid-year value of x used within those cells is found in row 49 in white font.

(x) What type of digital loop carrier is assumed to be installed in Year 1? What is its initial working capacity and its ultimate assumed capacity?

Revised Answer: [redacted]

(y) If a digital loop carrier is assumed to be installed in Year 11, is it identical to that installed in Year 1?

Answer: Yes. Original values from "Inputs" cells H4 and I4 were reused in Year 11.

(z) If the response to (y) is negative, please indicate the type of digital loop carrier installed in Year 11, and its assumed working capacity.

Answer: N/A.

11. Explain Embarq's rationale for considering the Treviso Bay a high cost area as mentioned in paragraph 13 of Embarq Florida, Inc.'s Amended Petition For Waiver.

Answer: The economic losses demonstrated by the cash flow analysis, result from unit costs to serve the population of customers reasonably expected to purchase Embarq's voice services being substantially exceeded by the network and operating costs of providing those services. Generically, areas where the cost to provide service exceed the reasonably expected revenues generated can be termed to be high cost areas, and Embarq has used the term in this manner in its petition and context.

12. What is the method used by Embarq for calculating the depreciation on the outside plant utilized to provide service to Treviso Bay.

Answer: In a cash flow analysis, the only relevant depreciation is tax depreciation, using MACRS tables prescribed by the IRS. Book depreciation is not considered in a cash flow analysis.

13. What is the number of years (depreciation schedule) used by Embarq for the depreciation method for question 12?

Answer: Embarq's NPV analysis utilized a MACRS life of 15 years when computing the cash flow impacts of income taxes.

14. Does Embarq currently offer television programming and video services over its telephone system to residential customers in Naples, Florida?

Answer: No.

15. Does Embarq plan to offer television programming and video services over its telephone system to residential customers in Naples, Florida? If so, what is the time frame for the planned roll out?

Answer: [redacted]

16. Does Embarq assume it will only serve residential customers in the development? If so, has Embarq inquired with the developer if the Treviso Bay development will include commercial sites?

Answer: Effectively yes, as the Treviso Bay development contains very minimal commercial site sales opportunities (e.g. golf course shop). The very minimal commercial site sales opportunities could not conceivably overcome the unworkable economics demonstrated in Embarq's NPV analysis.

17. Referring to Michael J. Dechellis' Direct Testimony, FPSC Document Number 11429, page 6, Mr. Dechellis testifies that Embarq expects only a certain percentage (considered confidential) of the residents of Treviso Bay to choose to subscribe to services from Embarq. Provide supporting documentation (e.g., work papers, statistical models, subscriber demographic analysis, or other records) which Mr. Dechellis relied upon to make his assumption.

Answer: Refer to Answer 3 and the attached market share analysis.

Embarq Florida, Inc.

BY: F. B. Poag
Director

SECTION A27
Second Revised Sheet 3
Cancelling First Revised Sheet 3
Effective: November 1, 2005

SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS - RESIDENCE (Cont'd)

2. Regulations (Cont'd)

i. Prices of the individual services included in these packages may be higher or lower than the packaged offering.

3. Rates and Charges

a. Solutions Packages

		Monthly Rate
1)	Ideal Solution Local Exchange Service, Package 5,@ 60 minutes of Local Toll	$33.15
2)	Sure Solution II† Local Exchange Service, Package 5@	$28.45
3)	Choice Solution Local Exchange Service, Package 1, 60 minutes of Local Toll	$27.45
4)	Standard Solution I Local Exchange Service, Enhanced Call Waiting, 60 minutes of Local Toll	$23.75
5)	Standard Solution II† Local Exchange Service, Package 1	$21.20
6)	Basic Solution Local Exchange Service, Package 8, 60 minutes of Local Toll	$31.45

† Customers have the option of subscribing to Consumer Sense Local Toll Service with per minute of use rates applicable as specified in Section A18 of this tariff.

@ Talking Call Waiting can be added to this Solutions package at the monthly rate shown in Section A13.Z.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

Embarq Florida, Inc.

BY: F. B. Poag
Director

SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS - RESIDENCE (Cont'd)

3. Rates and Charges - (Cont'd)

a. Solutions Packages - (Cont'd)

		Monthly Rate
7)	Classic Solution [1] Local Exchange Service, Package 8	$27.15
8)	Core Solution Local Exchange Service Enhanced Call Waiting - Optional or Talking Call Waiting - Optional Call Forwarding Three-Way Calling Caller ID w/Name Anonymous Call Rejection Repeat Dialing Return Call Call Forward No Answer-Fixed Call Forward Busy-Fixed Speed Calling - 8 Selective Call Acceptance Selective Call Forwarding Selective Call Ring Selective Call Rejection	$34.70
9)	Clear Solution Local Exchange Service Call Forwarding Three-Way Calling Caller ID w/Name Anonymous Call Rejection Repeat Dialing Return Call Call Forward No Answer-Fixed Call Forward Busy-Fixed Speed Calling - 8 Selective Call Acceptance Selective Call Forwarding Selective Call Ring Selective Call Rejection	$33.50

[1] Customers have the option of subscribing to Consumer Sense Local Toll Service with per minute of use rates applicable as specified in Section A18 of this tariff.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS - RESIDENCE (Cont'd)

3. Rates and Charges - (Cont'd)

a. Solutions Packages - (Cont'd)

		Monthly Rate #	
10)	Personal II Solution [1] Local Exchange Service *Enhanced Call Waiting - Optional* *or Talking Call Waiting - Optional* Call Waiting ID Call Forwarding Three Way Calling Caller ID w/Name Repeat Dialing Return Call Call Forward No Answer-Fixed Call Forward Busy-Fixed Selective Call Forwarding	$31.95	(N) (T)
	- with unlimited expanded local calling calling option & measured/message ECS/EAS	**$31.95** [3]	(N) (N)
11)	Home II Solution [2] Local Exchange Service Enhanced Call Waiting - Optional Call Waiting ID Three-Way Calling Caller ID w/Name Call Forward No Answer-Fixed Call Forward Busy-Fixed	$28.10	(T)
	- with unlimited expanded local calling calling option & measured/message ECS/EAS	**$28.10** [4]	(N) (N)

(M)

(M)

**Measured/message ECS/EAS charges, if applicable, as defined in Section A3 of this tariff, apply per each Solutions Package.** (N) (N)

(1) Privacy ID can be added to this Solutions package at the monthly rate shown in Section A13.Y. (T)

(2) Talking Call Waiting can be added to this Solutions package at the monthly rate shown in Section A13.Z. (T)

(D)

(3) **Customers must also subscribe to Embarq Communications, Inc. Solutions Unlimited - Option 1 or Option 2 long distance plan.** (N)

(4) **Customers must also subscribe to Embarq Communications, Inc. Solutions Unlimited - Option 1 long distance plan.** (N)

(M) Material formerly appearing on this sheet now appears on Fourth Revised Sheet 6.

Embarq Florida, Inc.

BY: F. B. Poag
Director

SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS - RESIDENCE (Cont'd)

3. Rates and Charges - (Cont'd)

a. Solutions Packages - (Cont'd)

		Monthly Rate #	
12)	**Safe and Sound II Solution [1]** **Local Exchange Service** **Caller ID w/Name**	**$19.65**	(M) (M)
13)	Core Solution Plus Local Exchange Service Enhanced Call Waiting - Optional or Talking Call Waiting - Optional Call Forwarding Three-Way Calling Caller ID w/Name Anonymous Call Rejection Repeat Dialing Return Call Call Forward No Answer-Fixed Call Forward Busy-Fixed Speed Calling - 8 Selective Call Acceptance Selective Call Forwarding Selective Call Ring Selective Call Rejection Privacy ID	$38.70	
	- with unlimited expanded local calling calling option & measured/message ECS/EAS	**$38.70 [2]**	(N) (N)

Measured/message ECS/EAS charges, if applicable, as defined in Section A3 of this tariff, apply per each Solutions Package. (N)

(1) Customers must purchase the deregulated services LineGuard or Data LineGuard and Home Phone Warranty.

(2) Customers must also subscribe to Embarq Communications, Inc. Solutions Unlimited - Option 1 long distance plan. (N)

(M) Material now appearing on this sheet formerly appeared on Fifth Revised Sheet 5.

Embarq Florida, Inc.

BY: F. B. Poag
Director

SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS - RESIDENCE (Cont'd)

3. Rates and Charges - (Cont'd)

a. Solutions Packages - (Cont'd)

		Monthly Rate	
14)	Special Plan Bundle # Local Exchange Service Enhanced Call Waiting or Talking Call Waiting (Optional) Call Forward Busy-Fixed Call Forward No Answer-Fixed Caller ID with Name Anonymous Call Rejection Call Forwarding Call Waiting ID Selective Call Acceptance Repeat Dial Return Call	$39.95*	
15)	Progressive Plan [2] Local Exchange Service Enhanced Call Waiting - Optional Call Waiting ID Three-Way Calling Caller ID w/Name Call Forwarding Call Forward No Answer-Fixed Call Forward Busy-Fixed	$25.45	
16)	**Simple Solution** **Local Exchange Service** **Caller ID with Name** **Speed Calling 8**	**$19.99**	(N) (N)

* The Special Plan Bundle is available for $23.20 when customers also subscribe to Embarq Communications, Inc. Solutions Unlimited – Option 1 plus either the Company's High Speed Internet (DSL), DISH Network® Satellite TV (video) or PCS.

\# Privacy ID can be added to the Solutions Package at the monthly rate shown in Section 13.

[2] Talking Call Waiting can be added to this Solutions package at the monthly rate shown in Section A13.Z.

SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS - RESIDENCE (Cont'd)

3. Rates and Charges - (Cont'd)

a. Solutions Packages - (Cont'd)

		Monthly Rate
17)	Standard Home Phone II [1] Local Exchange Service Caller ID with Name Anonymous Call Rejection Enhanced Call Waiting Call Waiting ID Three-Way Calling Call Forwarding Repeat Dialing Return Call Selective Call Forwarding Speed Calling 8	$31.95

[1] Customers must also subscribe to any Embarq Communications, Inc. long distance plan plus any two of the following services: Privacy ID, LineGuard, Data LineGuard, Voicemail or Home Phone Warranty.

Embarq Florida, Inc.

BY: F. B. Poag
Director

OBSOLETE SERVICE OFFERINGS
SPECIAL PACKAGED OFFERINGS

A. SOLUTIONS – RESIDENCE

No new customers may subscribe to these services. This service will continue to be provided to existing customers until such time as discontinued by the customer, the Company, or the Florida Public Service Commission or the service can no longer be maintained by the Company.

1. General

   a. Solutions is an optional residence service enrollment plan.

2. Rates and Charges

   a. Solutions Packages

		Monthly Rate *
1)	Sure Solution I Local Exchange Service, Package 4, 60 minutes of Local Toll	$33.15
2)	Custom Solution I Local Exchange Service, Package 4,	$28.15

* Measured/message ECS/EAS charges, if applicable, as defined in Section A3 of this tariff, apply per each Solutions Package.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
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Tallahassee, FL 32301
EMBARQ.com

January 17, 2007

Ms. Blanca Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 060763-TL, Embarq's Notice of Service of Response to Staff's First Set of Interrogatories and First Request for Production of Documents.

Dear Ms. Bayó:

Enclosed for filing on behalf of Embarq Florida, Inc. is Embarq's Notice of Service of Response to Staff's First Set of Interrogatories (NOS. 1-19) and First Request for Production of Documents (NOS. 1-7).

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton
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000021

Voice | Data | Internet | Wireless | Entertainment

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January 17, 2007

Ms. Blanca Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 060763-TP; CLAIM OF CONFIDENTIALITY

Dear Ms. Baýo:

Enclosed for filing are the original of the confidential documents listed below. Embarq claims that this information is proprietary confidential business information in accordance with Section 364.183(1), Florida Statutes.

The information for which confidentiality is being claimed is:

Embarq's Response to Staff POD No. 1
Embarq's Response to Staff POD No. 2
Embarq's Response to Staff POD No. 3
Embarq's Response to Staff POD No. 4
Embarq's Response to Staff POD No. 5
Embarq's Response to Staff POD No. 6
Embarq's Response to Staff POD No. 7

This Notice requires that the information be treated as confidential while on file at the Florida Public Service Commission and further that the information be returned as required by Section 364.183, F.S.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer. Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Susan S. Masterton
COUNSEL
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000022

CERTIFICATE OF SERVICE
DOCKET NO. 060763-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. Mail (*) this 17th day of January, 2007 to the following:

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Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	Docket No. 060763-TL

NOTICE OF SERVICE

Embarq Florida, Inc. serves this notice that, by and through undersigned counsel, it has served its Response to the Staff's First Set of Interrogatories and First Request for Production of Documents by U.S. Mail to Jason Fudge at 2540 Shumard Oak Blvd., Tallahassee, FL 32399 and electronically at jfudge@psc.state.fl.com on this 17th day of January 2007.

Susan S. Masterton
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Counsel for Embarq Florida, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)))))	Docket No. 060763-TL

EMBARQ'S RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-19) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-7)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Embarq Florida, Incorporated (hereinafter "Embarq") hereby submits the following Responses to Staff's First Set of Interrogatories and First Request for Production of Documents, which were served on Embarq on January 12, 2007.

Interrogatory	Prepared by	Title
1-19	Kent W. Dickerson	Director – Cost Support

INTERROGATORIES

1. **For purposes of the following request, please refer to Embarq's response to Staff's Data Request No. 1(b), where it is stated that "Revenues generated from initial connection fees were not included as those revenues are exceeded by the cost of customer acquisitions and interconnections and thus would have only added to the overall uneconomic results of the NPV analysis which was already demonstrated without that incremental, but unnecessary complexity."**

(a) Please describe what constitutes customer acquisition costs.

Response: Customer acquisition costs include sales and marketing costs. It includes the time spent by the Embarq business office representative discussing and explaining the company's service offering to the customer, performing a credit check, and the time spent taking and submitting the order for service.

(b) Please describe what costs of interconnections are referred to above.

Response: Interconnection costs referred to above include completing a facility records look-up to assign a cable pair, making a jumper-wire connection, and sending an installer to the customer premises for wiring connections.

(c) Are any of the costs described in response to (a) and (b) recovered through current tariffed charges (e.g., service connection charges)?

Response: Yes, these costs are partially recovered through current tariffed service connection charges. The tariff permits a service order charge and an access line charge.

(d) If the response to (c) is affirmative, please identify those costs, if any, not recovered through existing tariffed charges.

Response: The tariff charges are not a one-for-one match against the costs, so the company has not attempted to analyze precisely which of the costs are recovered and which are not. But in total, the one-time costs from 1(a) & 1(b) are not fully recovered by the one-time revenues from 1(c).

2. **For purposes of the following request, please refer to Embarq's response to Staff's Data Request No. 1(b), where it is stated that "Finally Embarq's potential to sell wireless services does not require or rely on the potential construction of an uneconomic wireline network and therefore was properly excluded from the NPV analysis of the potential wireline network buildout which is the subject of Embarq's petition." Please explain why it is appropriate to disregard potential revenue sources, especially if offered as part of a double or triple play offering.**

Response: The potential offering by Embarq of wireless services to the future residents of Treviso Bay is not dependent on Embarq's construction of an uneconomic wireline voice network. Thus any potential sales of wireless service within Treviso Bay is not

incremental to the construction of the wireline network which is the focus of the COLR relief petition and associated NPV of cash flows analysis. Additionally, multiple other wireless providers, likely including Comcast, will also offer wireless services to those same Treviso Bay residents, and this coupled with the unworkably low penetrations for Embarq's voice services, predicts that sales of Embarq wireless service to that same small customer set would be insufficient to overcome the negative economics demonstrated in the NPV of cash flow analysis.

3. **Assume that the bulk video and data service agreement between Treviso and Comcast was not in place, but Comcast is still building out its facilities to offer cable service, high speed Internet access and Digital Voice.**

(a) Under what conditions would it be economic for Embarq to serve this community?

Response: Embarq believes that absent the bulk data and video agreements, it would compete for and maintain sufficient market share and sales success of its full portfolio of Voice, Voice Features, Long Distance, Data, Video and Wireless services to achieve overall positive and workable economics.

(b) At what point in time would a NPV analysis turn positive? To the extent possible, please indicate what the key assumptions and values in the NPV analysis would be.

Response: An NPV analysis of the hypothetically assumed Treviso Bay market absent the real existence of the bulk data and video contracts awarded to Comcast has not been performed as it is not an achievable real world economic alternative. Mechanically an NPV analysis will turn positive at the point where the cumulative NPV of cash inflows (e.g. revenues from sales to customers) exceeds the cumulative NPV of cash outflows (e.g. construction costs and cash operating expenses).

(c) If it were uneconomic to serve Treviso in this scenario, does Embarq believe it should be relieved from providing service?

Response: Again the question is premised on a hypothetical situation which assumes the bulk data and video contract awarded to Comcast does not exist. Embarq has not analyzed or contemplated this hypothetical situation and thus has reached no corresponding conclusions or positions on whether COLR relief would be sought.

(d) If the response to (c) is affirmative, please explain why a COLR waiver would be appropriate.

Response: N/A

(e) If it were uneconomic for Embarq to serve Treviso and there were no other providers capable of providing basic local service, or an equivalent, does Embarq believe it should be relieved of its COLR obligation?

Response: No, although it will be necessary to identify the support mechanisms by which any company including Embarq can economically operate in a competitive market while being required to serve uneconomic subsets of customers under a COLR obligation. Those explicit subsidy support mechanisms do not currently exist in Florida.

(f) **If the response to (e) is affirmative, please explain why a COLR waiver would be appropriate.**

Response: N/A

4. **For purposes of the following request, please refer to Embarq's response to Staff's Data Request No. 1(d), where it is stated that "Since long distance and access charge revenues attributable to customers was [sic] included in the revenue modeling for Embarq's financial analysis, the overall revenue impact of the rate rebalancing is considered in the analysis." Please identify specifically where, and how, in the revenue analysis the impacts of rate rebalancing are reflected.**

Response: Please refer to the Revenue Analysis provided in response to Question No. 9 of Staff's Data Request 1. The impacts of the rate rebalancing would be reflected in the lines labeled "Base Local Revenue" and "Toll and Access." In the general case, increases in local revenues from rate rebalancing would be offset by decreases in toll and access revenues.

5. **For purposes of the following request, please refer to Embarq's response to Staff's Data Request No. 2. Are the costs of the switch line cards assumed to be incurred in Year 1 or as customers are added? Please clarify how these costs are treated in the NPV analysis.**

Response: The costs of DLC cards are assumed to be incurred as customers are added. The NPV analysis treats them as cash outflows in the year incurred (over years 1-6). See row 32 in "Inputs" tab.

6. **Referring to "Inputs" cell E 61, please identify specifically what this item is, its installed capacity, and why it is incurred in Year 1.**

Response: The "Switch Interface to DLC" value represents the pro-rated cost of DNUS (Digital Networking Unit-SONET) and STSX (Synchronus Transport Signal) equipment. These devices would be physically located inside the Naples central office. The central office switch interfaces with the DLC through these DNUS and STSX devices. (The term "GR303" as noted on the "inputs" tab is a common term used for DLC interface equipment, and is equivalent with DNUS/STSX in this context.) A DNUS can house 12 STSX devices. Each STSX device supports 672 lines. The investment is incurred in Year 1 because it must be operational to serve the first customer working off the DLC on

the Treviso Bay property, as it is technically required for the switch to pass calls to the DLC and vice versa. Also see Embarq's response to No. 18 concerning this investment.

7. **Referring to "Inputs" cell H 4, please identify what items are included in this value other than just the cabinet, and identify the initial installed capacities of the components.**

Response: The "DLC Cabinet" value represents the entire cost of the DLC (excluding line cards) that would be located within the Treviso Bay property. Included are the Digital Loop Carrier equipment itself, integrated optics that the fiber feeder terminates on, site preparation, slab, electrical power installation, and the cabinet. The characterization of the investment as a cabinet is a simplification for the cabinet and the fixed cost of other investments within and around it (excluding line cards). The DLC capacity was provide previously in Embarq's response to Data Request No. 10(x).

8. **Please refer to Embarq's response to Staff's Data Request No. 10(x) and "Inputs " cell I7.**

   (a) **Would it be correct to infer that in this analysis the only DLC-related components whose costs are incurred as customers are added are the DLC line cards?**

Response: Yes.

   (b) **If the response (a) is affirmative and to the extent not indicated in response to No. 24, please explain why this is the case.**

Response: Because of the plug-in nature of the line cards, no other new equipment is needed after initial installation. DLC equipment is normally set up as a permanent configuration at the time initial distribution cable design is provided. Maintenance and jumper wire work will still be performed after installation. (Embarq assumes staff intended to refer to Interrogatory No. 5 concerning line cards, as there is no No. 24.)

9. **Referring to the Revenue Analysis based on Naples Residential customers, please identify the specific components and amounts that comprise the values shown for Toll and Access.**

Response: See response to POD No. 1.

10. **Referring to Embarq's response to Staff's Data Request No. 15, please indicate whether or not Embarq resells satellite TV service in Naples, and if so, identify the satellite TV provider.**

Response: Yes, Embarq sells Dish Network's satellite TV service in Naples.

11. **Referring to "Inputs" rows 11 and 12, please identify the source for these values. (E.g., are they based on construction/deployment schedule data provided by the developer? Please clarify.)**

Response: These construction schedule numbers were obtained from a conversation between Chris Gray with the developer and Embarq's forecasting department. See POD No. 2.

12. **Referring to "Inputs" row 50, please:**

(a) **Identify the source of the (presumably) maintenance cost.**

Response: Inside wire maintenance cost was obtained from Florida general ledger analysis. See POD No. 3.

(b) **Identify the source for the take rate value.**

Response: See "Revenue Analysis" provided previously in response to Data Request No. 9(e). The take rate value comes from the October 2006 Naples revenue analysis, dividing "IW Mtc" subscribers by total subscribers.

(c) **Explain the calculation. (E.g., why is a term in the equation divided by two)**

Response: Because it looks at customers at both the beginning and ending of each year, the sum must be divided by two to accurately reflect the average customers for the year, and associated revenues generated for the year from those customers.

13. **Referring to "Inputs" rows 51 through 53:**

(a) **Are the investment dollars divided by two because the maintenance factors apply to average investment?**

Response: Yes. Because it looks at investment at both the beginning and ending of each year, the sum must be divided by two to accurately reflect the average investment balance for the year, and associated maintenance cost for the year on that investment.

(b) **If the response to (a) is negative, please explain these calculations.**

Response: N/A

14. **Referring to "Inputs" row 57:**

(a) **Please explain each of the terms in this calculation.**

Response: Embarq interprets the use of the word "terms" in the question to mean the mathematical components of the cells referred to, and responds in that context. The

estimated cost for constructing the required new 6,000' fiber cable was doubled and used to predict the cost of the existing 12,000' fiber cable. The calculation then multiplies by a relative use factor of the fibers (detail specified on the worksheet) to derive the amount consumed by the Treviso Bay DLC.

(b) Please explain why it appears that the number of fiber pairs in the feeder section that are attributed to serving Treviso are less than the capacity of the 6 Kft fiber cable to the DLC.

Response: To the extent Embarq understands the question, all fibers within the development are attributable to the development and cannot be used by others, therefore the entire cost of the 6 Kft fiber cable to the DLC are included in the analysis.

15. Referring to "Inputs" row 58, please explain to what the constant applies (e.g., investment per what).

Response: For the input "Common Local IX (fiber)", the amount is expressed as an investment per individual voice subscriber. See POD No. 4.

16. Referring to "Inputs" row 59, please explain to what the constant applies (e.g., investment per what).

Response: For the input "Common Local IX (terminal)", the amount is expressed as an investment per individual voice subscriber.

17. Referring to "Inputs" row 60:

(a) Please explain each of the terms in the calculation and identify their source.

Response: The terms of the calculation reflect an investment in a central office terminal (source, engineer's estimate), divided by the number of DLC's that would utilize the terminal. See POD No. 5.

(b) Please explain the parenthetical statement.

Response: The parenthetical statement "sized appropriately over DLC's" refers to the point that the central office terminal interfaces with a number of DLC's. The pro-rated cost for each DLC is the result.

18. Referring to "Inputs" row 61, please explain the parenthetical statement.

Response: The parenthetical statement "sized appropriately over DLC's" refers to the point that the switch equipment interfaces with a number of DLC's. The pro-rated cost for each DLC is the result. See POD No. 6.

19. **Referring to "Inputs" row 62, please explain each of the terms in the calculation and identify their source.**

Response: For the input "Switch Voicemail", the amount is expressed as an investment per individual voicemail subscriber from a separate voicemail study (see POD No. 7) multiplied by a take rate multiplied by the number of Treviso Bay customers. See "Revenue Analysis" from the previous Data Request for the take rate. The take rate value comes from the October 2006 Naples revenue analysis, dividing "Messageline" subscribers by total subscribers.

PRODUCTION OF DOCUMENT REQUESTS

1. **Please provide all documents and work papers that support your response to Interrogatory No. 9.**

Response: See attached.

2. **Please provide all documents and work papers that support your response to Interrogatory No. 11.**

Response: See attached.

3. **Please provide all documents and work papers that support your response to Interrogatory No. 12.**

Response: See attached.

4. **Referring to "Inputs" row 58, please provide the common transport study and associated documentation.**

Response: See attached.

5. **Referring to "Inputs" row 60, please provide the Calix study and its associated documentation.**

Response: See attached.

6. **Referring to "Inputs" row 61, please provide the 5E GR303 study and its associated documentation.**

Response: See attached.

7. **Referring to "Inputs" row 62, please provide the Voicemail study and its associated documentation.**

Response: See attached.

DATED this 17th day of January 2007.

SUSAN S. MASTERTON
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January 29, 2007

Ms. Blanca Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 060763-TP, Embarq Florida, Inc,'s Response to Staff's Second Set of Interrogatories and First Request for Admissions.

Dear Ms. Bayó:

Enclosed for filing on behalf of Embarq Florida, Inc. is Notice of Service of Embarq's Response to Second Set of Interrogatories and First Request for Admissions, Docket No. 060763-TP.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Enclosure

Susan S. Masterton
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000034

CERTIFICATE OF SERVICE
DOCKET NO. 060763-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic, and US Mail (*) this 29th day of January, 2007 to the following:

Jason Fudge (*)
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Susan S. Masterton

Susan Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	Docket No. 060763-TL

NOTICE OF SERVICE

Embarq Florida, Inc. serves this notice that, by and through undersigned counsel, it has served its Response to the Staff's Second Set of Interrogatories and First Request for Admissions by U.S. Mail to Jason Fudge at 2540 Shumard Oak Blvd., Tallahassee, FL 32399 and electronically at jfudge@psc.state.fl.us on this 29th day of January 2007.

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Counsel for Embarq Florida, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL

EMBARQ'S RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 20-26) AND FIRST REQUEST FOR ADMISSIONS (NOS. 1-5)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.370, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Embarq Florida, Incorporated (hereinafter "Embarq") hereby submits the following Responses to Staff's Second Set of Interrogatories and First Request for Admissions, which were served on Embarq on January 23, 2007.

Interrogatory	Prepared by	Title
20-26	Kent W. Dickerson	Director – Cost Support

INTERROGATORIES

20. **Is Embarq providing unbundled local loops to any facilities-based CLEC in the Naples area? If so, please identify the CLEC(s).**

Response: Yes. [redacted]

21. **To Embarq's knowledge, are there any facilities-based CLECs providing voice service in the Naples area without using Embarq UNE loops? If so, please identify the CLEC(s).**

Response: Embarq does not have specific knowledge of the business plans of all potential competitors in the Naples area or the types and location of their facilities. Embarq is aware that [redacted]

22. **To Embarq's knowledge, do any of the CLECs identified in response to Interrogatories 20 or 21 serve areas contiguous to Treviso Bay? If so, please identify the CLEC(s).**

Response: Embarq does not have specific knowledge of the business plans of all potential competitors in the Naples area, the location of their facilities or their ability to serve areas contiguous to Treviso Bay. Embarq is aware of the following CLECs providing service in the Fort Myers/Naples area:

[redacted]

In addition, Embarq is aware that other competitors, including Comcast and other VoIP-based providers, while not certified as CLECs, are providing voice services in areas contiguous to Treviso Bay.

23.

(a) **Does Embarq currently serve customers residing in any private gated communities in the Naples area?**

Response: Likely yes, although Embarq has not performed any analysis specifically looking for "private gated communities". Conducting such an analysis would be a manual

process, would be unduly burdensome and time consuming for Embarq, and would take far longer than the time frame available for response.

(b) **If the response to (a) is affirmative, on average do such customers purchase more services from Embarq than the overall average Naples subscriber?**

Response: See Embarq's Response to Interrogatory No. 23(a).

(c) **If the response to (b) is affirmative, please indicate, if known, by approximately how much (dollar or percentage) such customers exceed the average Naples subscriber.**

Response: See Embarq's Response to Interrogatory No. 23(a).

(d) **Does Embarq provide alarm circuits in any private gated communities in the Naples area?**

Response: Embarq does not offer a retail alarm circuit product.

(e) **If the response to (d) is affirmative, please indicate, if known, approximately what percentage of the homes in such communities have alarm circuits.**

Response: N/A

24. **Based on the marketing and sales literature for Treviso Bay, it appears that most homes in the development will cost over $1,000,000. Did Embarq consider the financial status and income level of the residents that would be able to afford to purchase such properties? If the answer is yes, please explain how it affected the penetration rate and revenue assumptions used in Mr. Kent W. Dickerson's NPV analysis in Exhibit KWD-2?**

Response: Embarq utilized a study of actual purchases and revenues in the Naples market where the Treviso Bay development is located. No adjustments to that actual data for income levels were made. Embarq believes the bulk contract arrangement with Comcast, requiring and establishing a 100% customer relationship and purchase for High Speed Data and Video, reasonably predicts any normal, open market forces and impacts from income levels are effectively negated as far as Embarq's opportunity to sell voice only services. Embarq further believes it is more likely that Comcast's overwhelming advantage to sell voice, data, and video bundles in Treviso Bay, which is unavailable to Embarq, could more likely erode Embarq's sales of voice services below the average spend for Naples, reflected in its NPV analysis.

25. **Does Embarq provide service to any other private development located in its Florida service territory in which the prices of the homes are over $695,000?**

Response: Embarq has not done an analysis based on a specific sales price. Conducting such an analysis would be a manual process, would be unduly burdensome and time consuming for Embarq, and would take far longer than the time frame available for response.

In addition, see Embarq's Response to Interrogatory No. 24.

26. **If the answer to Interrogatory No. 25 is affirmative, please provide the answers to the following interrogatories:**

(a) **Identify each of the private developments Embarq serves in which the prices of the homes are over $695, 000.**

Response: N/A

(b) **What is the percentage of customers served by Embarq in each development?**

Response: N/A

(c) **What is the average amount of annual revenue from each customer in the development?**

Response: N/A

REQUEST FOR ADMISSIONS

For purposes of the following items, please refer to the Excel spreadsheet that yields Exhibit KWD-2.

1. **Admit or deny that setting the penetration rate at 100%, while holding all else constant, yields a positive cumulative NPV.**

Response: Denied. While the mathematical result of the postulated 100% penetration yields a positive cumulative NPV, Embarq denies that this mathematical exercise yields a positive NPV relative to Embarq's petition given what Embarq believes to be an effectively zero probability of the 100% Embarq voice penetration assumption occurring.

2. **Admit or deny that setting the penetration rate at 100% and Percent Buying Bundle at 100%, while holding all else constant, yields a positive cumulative NPV.**

Response: Denied. While the mathematical result of the postulated 100% penetration for both customers and bundles yields a positive cumulative NPV, Embarq denies that this mathematical exercise yields a positive NPV relative to Embarq's petition given what Embarq believes to be

an effectively zero probability of the 100% Embarq customer and voice bundle penetration assumptions occurring.

3. Admit or deny that setting the penetration rate at 75% and Percent Buying Bundle at 100%, while holding all else constant, yields a positive cumulative NPV.

Response: Denied. While the mathematical result of the postulated 75% penetration for customers and 100% purchase of bundles yields a positive cumulative NPV, Embarq denies that this mathematical exercise yields a positive NPV relative to Embarq's petition given what Embarq believes to be an effectively zero probability of the assumed Embarq customer and voice bundle penetration assumptions occurring.

4. Admit or deny that setting the penetration rate at 50% and Percent Buying Bundle at 100%, while holding all else constant, yields a positive cumulative NPV.

Response: Denied. While the mathematical result of the postulated 50% penetration for customers and 100% purchase of bundles yields a positive cumulative NPV. Embarq denies that this mathematical exercise yields a positive NPV relative to Embarq's petition given what it believes to be an effectively zero probability of the assumed Embarq customer and voice bundle penetration assumptions suggested in this request for admission actually occurring. Embarq further denies the mathematical exercise as it does not reflect the impacts of customer churn and price declines that Embarq noted were not reflected in its NPV analysis for simplicity sake, having already demonstrated unworkable economics without inclusion of these additional negative impacts. Further, the Cost of Capital assumptions utilized in the NPV analysis were also conservatively left at the average level that Embarq predicts relative to overall economic business opportunities. Were Embarq to attempt to finance the Treviso Bay construction project, it is likely financing would be unavailable or if available would be at a substantially higher cost than the cost conservatively used in Embarq's NPV analysis. Finally, Embarq would clarify that even the mathematical outcome resulting from the stated assumptions herein, requires capital outlays of approximately [redacted] and yet does not produce a positive NPV until year [redacted]. The inherent risk linked to this [redacted] year payback is a financial result that is not reasonably deemed a viable business opportunity, were it even to be an obtainable one, which it is not.

5. Admit or deny that setting the Revenue Per Sub equal to the sum of one bundle and one a la carte offering, while holding all else constant, yields a positive cumulative NPV.

Response: Embarq objects to this Request on the grounds that it is vague and ambiguous such that Embarq is unable to either admit or deny the statement. Specifically, the phrase "one a la carte offering" is not defined so that a revenue stream based on that assumption cannot be predicted.

DATED this 29th day of January 2007.

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ATTORNEY FOR EMBARQ FLORIDA, INC.

Embarq - Florida
Toll & Access

[redacted]

Note:

Naples Net Access - Res Only
Naples Res Lines
Monthly Net Access - Res

Access info was avail by exchange

EQ Long Distance Revenue - Total FL - Res and Bus
Pct Naples (Naples Res and Bus MOU/Ttl FL Res and Bus MOU)
EQ Long Distance Revenue - Naples - Res and Bus
Pct Res (Naples Res MOU/Naples Res and Bus MOU)
EQ Long Distance Revenue - Naples - Res Only
EQ LD Margin
Naples Net EQ LD
Naples Res Lines
Monthly Net Toll - Res

LD figures were not avail by exch - alloc state amount on minutes of use

Monthly Net Toll & Access - Res

FL - Res
Naples - Res

FL - Bus
Naples - Bus

Total Florida Res and Bus
Total Naples Res and Bus

Naples Share of Florida

Naples - Res
Naples - Bus
Total Naples Res and Bus
Naples Res to Naples Total

Redacted

Proprietary and Confidential

Embarq - Florida
2005_INSIDE WIRE -

[redacted]

Year	Unit	Func	RegID	Sum Total Amt	Price	Customers	
2005	39	540020	2	[redacted]			Revenue
2005	39	540030	2				Revenue
2005	39	540040	2				Revenue
2005	39	540050	2				Revenue
2005	39	540060	2				Revenue
2005	39	621213	2				Expense
2005	39	623213	2				Expense
2005	39	637020	2				Expense
2005	39	637026	2				Expense
2005	39	637030	2				Expense
2005	39	637040	2				Expense
2005	39	637050	2				Expense
2005	39	642311	2				Expense
					#DIV/0!	expense per month	

Embarq - Florida
Common Transport - Local Interoffice

[redacted]

Interoffice Transport MOU Per Month - Local Only
TSLRIC of Common Transport - Per MOU (excl common cost)
Monthly Cost of Local Interoffice Transport
Transport Fiber Percent
Transport Circuit Electronics Percent
Charge Factor - Fiber
Charge Factor - Circuit Electronics
Investment in Local Interoffice Transport - Fiber
Investment in Local Interoffice Transport - Circuit

This study takes the common transport cost per minute, and expresses the result as an investment per line.

POD # 5

REDACTED

POD #6

REDACTED

Embarq, Inc
Calculation of Monthly Unit Costs - IP Voice Mail
September 7, 2006

	2006	2007	2008	2009	2010
New Capital:					
[redacted]pex					
- IT Development					
- IT Hardware					
Total IT Capital					
Cumulative Total					
Network Capex					
- Turnkey Installation of Equipment					
- Network Elements					
- Spares					
- Gateways					
Total					
Cumulative Total					
Product Development Capex					
- Application Design, Development and Support Costs					
- Custom Feature Development Costs					
Total					
Cumulative Total					
RTU Fees					
- Application or Feature RTU					
- Licensing and Software					
Cumulative Total					
Total New Capital					
Total Cumulative New Capital					
Existing Transport Capital:					
- PRI Port					
- [redacted]Switching					
- [redacted]Transport					
- Dedicated IP					
Total PRI and Dedicated IP					
Cumulative Total					
Capital Per Subscriber Summary:					
Number of Subscribers					
Average Capital per Line (Time Valued @ 10%)					
Discounted Investment					
Discounted Demand					

[redacted]

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared Kent W. Dickerson, who being duly sworn deposes and says:

That he occupies the position of Director – Cost Support, and is the person who has furnished the answer to Staff's first set of interrogatories items 1 - 19 and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 17th day of January, A. D., 2007

Signature Kent W. Dickerson

Debra K Smith

Notary Public
State of KS

My Commission Expires: June 29 2009

DEBRA K. SMITH NOTARY PUBLIC STATE OF KANSAS

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
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Tallahassee, FL 32301
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February 5, 2007

Ms. Blanca Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 060763-TL, Embarq Florida, Inc,' Response to Staff's Third Set of Interrogatories and Second Request for Productions of Documents.

Dear Ms. Bayó:

Enclosed for filing on behalf of Embarq Florida, Inc. is Notice of Service of Embarq's Response to Staff's Third Set of Interrogatories and Second Request for Productions of Documents, Docket No. 060763-TL.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Enclosure

Susan S. Masterton
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060091

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	Docket No. 060763-TL

NOTICE OF SERVICE

Embarq Florida, Inc. serves this notice that, by and through undersigned counsel, it has served its Response to the Staff's Third Set of Interrogatories and Second Request for Production of Documents by U.S. Mail to Jason Fudge at 2540 Shumard Oak Blvd., Tallahassee, FL 32399 and electronically at jfudge@psc.state.fl.us on this 5th day of February 2007.

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susan.masterton@embarq.com

Counsel for Embarq Florida, Inc.

INTERROGATORIES

27. **For purposes of the following request, please refer to the Company's response to Staff POD No. 1.**

(a) **Referring to Naples Net Access – Res Only, does this value consist only of intrastate switched access revenues?**

Response: No, this includes both inter and intrastate switched access revenues.

(b) **If the response to (a) is affirmative, please identify the Naples – Res amount for interstate switched access revenues.**

Response: NA.

(c) **Where it indicates Naples Net Access – Res, of what is this amount net? (E.g., MABC payments? Please explain.)**

Response: The amount is net of the costs incurred to bill carriers, necessary to obtain this revenue.

(d) **Referring to the section of this document labeled "MOU," what types of minutes are these values? Please enumerate all types of MOUs reflected in these values.**

Response: These minutes represent originating access minutes of use for interstate interlata, intrastate interlata, and intrastate intralata traffic.

(e) **Referring to EQ LD Margin, please explain what this percentage represents.**

Response: The margin percentage represents remaining income after taking expenses into account. For the long distance product, major expenses include payment to Embarq's long distance network provider for the long distance minutes and customer operations expense.

(f) **Referring to Naples Net EQ LD, please explain why this amount is appropriate, rather than EQ Long Distance Revenue – Naples – Res Only.**

Response: In an NPV analysis, reflecting only the revenue would erroneously inflate the cash impact of the transaction. One must also reflect cash expenses (identified in e above) to obtain a correct quantification of the cash flow of the product.

28. **Referring to the Company's response to POD No. 2, who is Chris Gray?**

Response: Chris Gray is a representative of the developer. See Direct Testimony of Michael DeChellis (page 4, line 3, and e-mail exhibit) where Mr. Gray is mentioned.

000053

(f) **If the response to (e) is affirmative, at what number of subscribers would E61 need to be increased (presumably manually)?**

Response: Cell E61 would need to be increased manually if a second STSX were needed. This would happen with the 606th customer at 90% fill.

REQUEST FOR PRODUCTION OF DOCUMENTS

8. **Please provide a copy of Embarq's December 2006 bill for each of the properties identified in the attached Excel file (CollierCountyProperties.xls). In addition, please complete Column D by adding a "yes" or "no" for each property listed.**

Response: See attached Excel file. The bill copies are available for inspection at Embarq's offices at 1313 Blair Stone Road, Tallahassee, FL 32301. Embarq is not providing copies of the bills for the following reasons:

1) The information contained in the bills is highly sensitive customer account information that Embarq is prohibited by law from releasing (section 364.24, F.S.) and the release of which would pose substantial harm to Embarq's competitive interests (section 364.183(3)(e), F.S.) given that it reveals in detail the services Embarq sells to specific customers at specifically identified locations in Florida.
2) The bills consist of over a thousand pages and, therefore, it is overly burdensome, time consuming and expensive for Embarq to reproduce these bills for staff and Treviso Bay.

Notwithstanding the above, Embarq believes that allowing inspection of the documents at Embarq's offices meets the requirements of Rule 1.350 of the Florida Rules of Civil Procedure.

DATED this 5th day of February 2007.

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ATTORNEY FOR EMBARQ FLORIDA, INC.

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PSC Reference No.	Street No.	Street Name	Embarq Serve (Yes/No)
QW1	4083	BRYNWOOD DR	
QW2	4109	BRYNWOOD DR	
QW3	4156	BRYNWOOD DR	
QW4	4157	BRYNWOOD DR	
QW5	4172	BRYNWOOD DR	
QW6	4188	BRYNWOOD DR	
QW7	4189	BRYNWOOD DR	
QW8	4204	BRYNWOOD DR	
QW9	4212	BRYNWOOD DR	
QW10	4213	BRYNWOOD DR	
QW11	4228	BRYNWOOD DR	
QW12	4244	BRYNWOOD DR	
QW13	4260	BRYNWOOD DR	
QW14	4261	BRYNWOOD DR	
QW15	4277	BRYNWOOD DR	
QW16	4293	BRYNWOOD DR	
QW17	4300	BRYNWOOD DR	
QW18	4309	BRYNWOOD DR	
QW19	4324	BRYNWOOD DR	
QW20	4325	BRYNWOOD DR	
QW21	4340	BRYNWOOD DR	
QW22	4341	BRYNWOOD DR	
QW23	4404	BRYNWOOD DR	
QW24	4405	BRYNWOOD DR	
QW25	4420	BRYNWOOD DR	
QW26	4436	BRYNWOOD DR	
QW27	4437	BRYNWOOD DR	
QW28	4452	BRYNWOOD DR	
QW29	4453	BRYNWOOD DR	
QW30	4484	BRYNWOOD DR	
QW31	4485	BRYNWOOD DR	
QW32	4488	BRYNWOOD DR	
QW33	4516	BRYNWOOD DR	
QW34	4532	BRYNWOOD DR	
QW35	4548	BRYNWOOD DR	
QW36	4549	BRYNWOOD DR	
QW37	4564	BRYNWOOD DR	
QW38	4565	BRYNWOOD DR	
QW39	5880	BURNHAM RD	
QW40	6289	BURNHAM RD	
QW41	6304	BURNHAM RD	
QW42	6319	BURNHAM RD	
QW43	6320	BURNHAM RD	
QW44	6325	BURNHAM RD	
QW45	6427	DUNBERRY LN	
QW46	6428	DUNBERRY LN	

PSC Reference No.	Street No.	Street Name	Embarq Serve (Yes/No)
QW93	6565	HIGHCROFT DR	
QW94	6566	HIGHCROFT DR	
QW95	4642	IDYLWOOD LN	
QW96	4662	IDYLWOOD LN 2	
QW97	4424	WAYSIDE DR	
QW98	4427	WAYSIDE DR	
QW99	4430	WAYSIDE DR	
QW100	4436	WAYSIDE DR	
QW101	4442	WAYSIDE DR	
QW102	4448	WAYSIDE DR	
QW103	4454	WAYSIDE DR	
QW104	4455	WAYSIDE DR	
QW105	4461	WAYSIDE DR	
QW106	4481	WAYSIDE DR	
QW107	4484	WAYSIDE DR	
QW108	4487	WAYSIDE DR	
QW109	4423	WOODMONT CT	
PM1	9816	BRASSIE BEND	
PM2	9848	BRASSIE BEND	
PM3	9864	BRASSIE BEND	
PM4	9880	BRASSIE BEND	
PM5	9909	BRASSIE BEND	
PM6	9912	BRASSIE BEND	
PM7	9927	BRASSIE BEND	
PM8	9928	BRASSIE BEND	
PM9	9943	BRASSIE BEND	
PM10	9944	BRASSIE BEND	
PM11	9959	BRASSIE BEND	
PM12	9960	BRASSIE BEND	
PM13	9976	BRASSIE BEND	
PM14	2305	CASSIA CT	
PM15	2309	CASSIA CT	
PM16	2313	CASSIA CT	
PM17	2317	CASSIA CT	
PM18	2321	CASSIA CT	
PM19	2318	CHESHIRE LN	
PM20	2322	CHESHIRE LN	
PM21	2325	CHESHIRE LN	
PM22	2326	CHESHIRE LN	
PM23	2329	CHESHIRE LN	
PM24	2332	CHESHIRE LN	
PM25	2333	CHESHIRE LN	
PM26	2337	CHESHIRE LN	
PM27	2338	CHESHIRE LN	
PM28	2341	CHESHIRE LN	
PM29	2342	CHESHIRE LN	

PSC Reference No.	Street No.	Street Name	Embarq Serve (Yes/No)
PM76	1672	PERSIMMON DR	
PM77	1675	PERSIMMON DR	
PM78	1676	PERSIMMON DR	
PM79	1679	PERSIMMON DR	
PM80	1680	PERSIMMON DR	
PM81	1683	PERSIMMON DR	
PM82	1684	PERSIMMON DR	
PM83	1687	PERSIMMON DR	
PM84	1688	PERSIMMON DR	
PM85	1691	PERSIMMON DR	
PM86	1694	PERSIMMON DR	
PM87	1695	PERSIMMON DR	
PM88	1699	PERSIMMON DR	
PM89	1700	PERSIMMON DR	
PM90	1703	PERSIMMON DR	
PM91	1707	PERSIMMON DR	
PM92	1708	PERSIMMON DR	
PM93	1711	PERSIMMON DR	
PM94	1714	PERSIMMON DR	
PM95	1715	PERSIMMON DR	
PM96	1719	PERSIMMON DR	
PM97	1720	PERSIMMON DR	
PM98	1723	PERSIMMON DR	
PM99	1727	PERSIMMON DR	
PM100	1728	PERSIMMON DR	
PM101	1732	PERSIMMON DR	
PM102	1736	PERSIMMON DR	
PM103	1740	PERSIMMON DR	
PM104	1004	SPANISH MOSS TRL	
PM105	1005	SPANISH MOSS TRL	
PM106	1010	SPANISH MOSS TRL	
PM107	1013	SPANISH MOSS TRL	
PM108	1016	SPANISH MOSS TRL	
PM109	1021	SPANISH MOSS TRL	
PM110	1022	SPANISH MOSS TRL	
PM111	1027	SPANISH MOSS TRL	
PM112	1028	SPANISH MOSS TRL	
PM113	1033	SPANISH MOSS TRL	
PM114	1034	SPANISH MOSS TRL	
PM115	1039	SPANISH MOSS TRL	
PM116	1040	SPANISH MOSS TRL	
PM117	1043	SPANISH MOSS TRL	
PM118	1046	SPANISH MOSS TRL	
PM119	1049	SPANISH MOSS TRL	
PM120	1052	SPANISH MOSS TRL	
PM121	1053	SPANISH MOSS TRL	

PSC Reference No.	Street No.	Street Name	Embarq Serve (Yes/No)
PM168	9424	SWEETGRASS WAY	
PM169	9440	SWEETGRASS WAY	
PM170	9456	SWEETGRASS WAY	
PM171	2371	TURNBERRY CT	
PM172	2374	TURNBERRY CT	
PM173	2375	TURNBERRY CT	
PM174	2378	TURNBERRY CT	
PM175	2379	TURNBERRY CT	
PM176	2382	TURNBERRY CT	
PM177	2383	TURNBERRY CT	
PM178	2386	TURNBERRY CT	
PM179	2389	TURNBERRY CT	
PM180	2390	TURNBERRY CT	
PM181	1249	WAGGLE WAY	
PM182	1250	WAGGLE WAY	
PM183	1253	WAGGLE WAY	
PM184	1254	WAGGLE WAY	
PM185	1257	WAGGLE WAY	
PM186	1258	WAGGLE WAY	
PM187	1262	WAGGLE WAY	
PM188	1266	WAGGLE WAY	
PM189	1267	WAGGLE WAY	
PM190	1270	WAGGLE WAY	
PM191	1274	WAGGLE WAY	
PM192	1278	WAGGLE WAY	
PM193	1282	WAGGLE WAY	
PM194	1286	WAGGLE WAY	
PM195	1290	WAGGLE WAY	
PM196	1328	WOOD DUCK TRL	
PM197	1334	WOOD DUCK TRL	
PM198	1340	WOOD DUCK TRL	
PM199	1343	WOOD DUCK TRL	
PM200	1348	WOOD DUCK TRL	
PM201	1349	WOOD DUCK TRL	
PM202	1354	WOOD DUCK TRL	
PM203	1355	WOOD DUCK TRL	
PM204	1360	WOOD DUCK TRL	
PM205	1361	WOOD DUCK TRL	
PM206	1366	WOOD DUCK TRL	
PM207	1367	WOOD DUCK TRL	
PM208	1373	WOOD DUCK TRL	
PM209	1379	WOOD DUCK TRL	
PM210	1385	WOOD DUCK TRL	

060058

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

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February 7, 2007

Ms. Blanca Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 060763-TL, Embarq Florida, Inc,' Response to Staff's Second Request for Admissions

Dear Ms. Bayó:

Enclosed for filing on behalf of Embarq Florida, Inc. is Notice of Service of Embarq's Response to Staff's Second Request for Admissions, Docket No. 060763-TL.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850/599-1560.

Sincerely,

s/ Susan S. Masterton
Susan S. Masterton

Enclosure

Susan S. Masterton
COUNSEL
LAW AND EXTERNAL AFFAIRS- REGULATORY
Voice: (850) 599-1560
Fax: (850) 878-0777

030059

CERTIFICATE OF SERVICE
DOCKET NO. 060763-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic, and US Mail (*) this 7th day of February, 2007 to the following:

Jason Fudge (*)
Florida Public Service Commission
2540 Shumard Oak Blvd.
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jfudge@psc.state.fl.us

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Sally Simmons
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Treviso Bay Development, LLC (*)
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c/o V.K. Development Corporation
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s/ Susan Masterton
Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	Docket No. 060763-TL

NOTICE OF SERVICE

Embarq Florida, Inc. serves this notice that, by and through undersigned counsel, it has served its Response to the Staff's Second Request for Admissions by U.S. Mail to Jason Fudge at 2540 Shumard Oak Blvd., Tallahassee, FL 32399 and electronically at jfudge@psc.state.fl.us on this 7th day of February 2007.

s/ Susan S. Masterton
Susan S. Masterton
1313 Blair Stone Road
Tallahassee, FL 32301
Voice: 850-599-1560
Fax: 850-878-0777
susan.masterton@embarq.com

Counsel for Embarq Florida, Inc.

000061

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL

EMBARQ'S RESPONSES TO STAFF'S SECOND REQUEST FOR ADMISSIONS (NO. 6)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Embarq Florida, Incorporated (hereinafter "Embarq") hereby submits the following Response to Staff's Second Request for Admissions, which was served on Embarq on February 2, 2007.

000062

REQUEST FOR ADMISSIONS

For purposes of the following items, please refer to the Excel spreadsheet that yields Exhibit KWD-2.

6. Admit or deny that setting the penetration rate at 47% and the percentage buying bundle at 47% while holding all else constant reduces the projected negative NPV.

Response: Denied. While the mathematical result of applying the postulated 47% penetration and 47% bundle assumptions reduces the negative NPV from that filed with Embarq's petition, Embarq denies that this mathematical exercise provides information instructive in evaluating Embarq's petition given what it believes to be an effectively zero probability of the assumed Embarq customer and voice bundle penetration assumptions suggested in this request for admission actually occurring. The bundle assumption of 47% is especially unrealistic when considering the competitive impacts Comcast's current national triple-play offer for its bundle of Comcast Digital Voice, video and high speed data services at $33 each per month, when all three services are purchased together, in comparison to the bundle price assumptions included in Embarq's NPV analysis.

DATED this 7th day of February, 2007.

s/ Susan S. Masterton
SUSAN S. MASTERTON
1313 Blair Stone Road
Tallahassee, FL 32301
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@embarq.com

ATTORNEY FOR EMBARQ FLORIDA, INC.

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 4
Company/ FPSC staff
Witness: Embarq Conf. Responses to Staff Discovery
Date: 02/14/07

EXHIBIT NO. 4

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Embarq

DESCRIPTION:

Composite of Embarq's CONFIDENTIAL Responses to Staff Discovery and Data Request

a. Embarq's CONFIDENTIAL Responses to Staff Data Request # E1.

b. Embarq's CONFIDENTIAL Responses to Staff's First Request for Production of Documents (Nos. 1 – 7)

c. Embarq's CONFIDENTIAL Responses to Staff's Second Set of Interrogatories (Nos. 20,21 and 22)

d. Embarq's CONFIDENTIAL Responses to Staff's First Request for Admissions (No. 4)

e. Embarq's CONFIDENTIAL Responses to Staff's Third Set of Interrogatories (Nos. 29 and 30) and Second Request for Production of Documents (No. 8)

PROFFERING PARTY: Staff **I.D. # Stip-4**

EXHIBIT NO. 5

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Treviso Bay

DESCRIPTION:

Composite of Treviso Bay's Responses to Staff Discovery and Data Request

a. Treviso Bay's Responses to Staff Data Request # TB1 (Nos. 1-5, 7-8)

b. Treviso Bay's Responses to Staff's First Set of Interrogatories (Nos. 1 – 5) and First Request for Production of Documents (Nos. 1 – 4)

c. Treviso Bay's Responses to Staff's Second Set of Interrogatories (Nos. 6 – 11) and Second Request for Production of Documents (Nos. 5 – 9)

d. Treviso Bay's Response to Staff's Third Set of Interrogatories (No. 12)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 5
Company: FPSC Staff
Witness: Staff Discovery to Treviso Bay
Date: 02/14/07

PROFFERING PARTY: Staff **I.D. # Stip-5**

YOUNG VAN ASSENDERP, P.A.

ATTORNEYS AT LAW

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DAVID S. DEE
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OF COUNSEL ATTORNEYS:
DANIEL H. COX
DAVID B. ERWIN
JOSEPH W. LANDERS, JR.

GEORGE ANN C. BRACKO
EXECUTIVE DIRECTOR

January 3, 2007

DIVISION OF COMPETITIVE SERVICES
-4 AM 10: 19

Beth Salak, Esq.
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: PSC Docket No. 060763-TL -- Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.

Staff Data Request

Dear Ms. Salak:

Attached for your review, please find Treviso Bay's responses to Staff's data request in the above-referenced docket. Please note that several of these requested documents contain confidential, proprietary business information that is subject to a request for confidential treatment that is being filed concurrently with this response. The documents containing confidential information are not included in this response, but are attached to the request for confidential treatment.

Please call if you have any questions.

Sincerely,

John T. LaVia, III
for Robert Scheffel Wright

cc: Patrick K. Wiggins
Rick Moses
Susan S. Masterton

DOCKET NO. 060763-TL
RESPONSE TO DATA REQUEST NO. TB-1

1. Are any commercial or professional office type complexes planned for the Treviso Bay development? If so, how many?

Response: Treviso Bay is a master planned luxury residential golf course community. It is anticipated that approximately 1,200 residential units will be constructed at Treviso Bay. In addition to the residential units, Treviso Bay will include a Lifestyle Center (Club & Spa facility – approx. 33,500 square feet), a golf course and golf clubhouse (approx 55,000 square feet), and a commercial development. The commercial development is situated on an approximately ten (10) acre site along Highway 41, and is expected to contain approximately 85,000 square feet of commercial uses (i.e. retail, office and other commercial uses). The retail center is planned to include and consist of convenience shopping elements, office/retail uses, and other related commercial components that will service the needs of the residents of Treviso Bay and nearby Neighborhoods. The development of the commercial area and the types of uses permitted in the commercial area are further restricted by Collier County through the PUD Ordinance affecting the entire Treviso Bay property. A copy of the PUD Ordinance is enclosed for your reference.

Treviso Bay also offers to the residents of Treviso Bay a membership in an off-site marina facility owned and operated by an affiliated entity with a similar ownership structure as the fee owners of the commercial and golf course properties at the Treviso Bay development. VK Holdings Treviso Bay Marina, LLC, a Florida limited liability company, purchased Gulf Shores Marina (the "Marina"). The Marina is located approximately three (3) miles northwest of the Treviso Bay development.

2. Assuming Treviso Bay is a planned golf community with clubhouse facilities and other amenities for the residents, has Treviso Bay Development, LLC chosen a telephone service provider for said facilities and amenities? If so, provide the name of the service provider.

Response: A golf course facility, including without limitation a golf clubhouse and related structures, and a Lifestyle Center are being constructed at Treviso Bay. Currently no telephone service provider has been chosen for such golf course facility or the Lifestyle Center. Treviso Bay Development, LLC anticipated that such telephone services would be provided throughout Treviso Bay, including to the golf course facility and Lifestyle Center, by Sprint/Embarq, under its statutory obligations to provide such telephone service and based upon the discussions between Embarq and representatives of Treviso Bay Development, LLC as well as a series of letters from Sprint/Embarq stating that Sprint/Embarq would provide telephone service at Treviso Bay. Specifically, Sprint/Embarq provided to Treviso Bay Development, LLC a letter dated June 29, 2004, stating that Sprint/Embarq would provide telephone service to the entire Treviso Bay upon request. Subsequently, Sprint/Embarq reiterated that it would provide telephone service to Treviso Bay via certain letters to Treviso Bay Development, LLC's engineers dated March 3, 2005, June 20, 2006, June 27, 2006, and July 19, 2006, specifically stating that "telephone service will be provided" at each of the neighborhoods at Treviso Bay referenced in each letter in accordance with the Local and General Exchange Tariff on file with

the PSC. Copies of the referenced letters are enclosed for reference. Treviso Bay Development, LLC has relied upon such statutory obligations and discussions with and correspondence from Embarq relating to the provision of telephone service at Treviso Bay.

3. Describe all non-residential amenities that are planned for the development and indicate if such amenities are related to commercial activities.

Response: In addition to the residential component of the development, Treviso Bay is anticipated to include the approximately 85,000 square foot retail center along Highway 41 referenced previously, a Lifestyle Center, and a golf course and clubhouse. In addition, the Marina, which is located off-site, is available to residents of Treviso Bay. As previously mentioned in the response to question 1 above, the retail center will be commercial in nature.

The Lifestyle Center is an approximately 33,500 square foot complex that is anticipated to feature a resort pool, tennis courts, a spa, a fitness center, and other related amenities for the residents of Treviso Bay. Membership to the Lifestyle Center is mandatory for all residents of Treviso Bay, and is subject to the membership and use rules and regulations established from time to time.

The golf course will be a Tournament Players Club facility designed to accommodate a PGA Tour sanctioned tournament. In addition to the golf course the facility will include driving range facilities, practice facilities, and an approximately 55,000 square foot clubhouse. The golf course facility will be operated as a private initiation fee facility with non-equity memberships. The number of golf members will be limited to 400. Membership in the golf club will be subject to the rules and regulations established from time to time.

The Marina amenity at Treviso Bay is located off-site, approximately three (3) miles northwest of Treviso Bay. Memberships for the Marina will be subject to the rules and regulations of the Marina established from time to time.

4. Describe the types of homes that will be sold at the Treviso Bay development and the projected sales prices for the homes.

Response: Please see the table below showing the various residential home product types, sizes, and prices.

Product Type	Lot Size	Number of Units	Approximate Square Footage	Anticipated Average Sale Prices
Coach Homes (4 units per bldg.)	-	120	2,000 +	$700,000 - $850,000
Attached Villa (2 units per bldg.)	110'	100	1,800 – 2,700	$795,000 – $895,000 plus lot premium
Detached Villa #1	60' x 170'	76	2,600 – 3,200	$925,000 – $975,000 plus lot premium
Detached Villa #2	70' x 170'	42	3,000 – 5,000	$1,600,000 - $2,150,000 plus lot premium
Detached Villa #3	80' x 170'	149	3,000 – 5,000	$2,500,000 - $3,500,000 (estimated avg. price)
Single-Family Executive	100' x 180'	71	3,250 – 4,750	$2,500,000 - $3,500,000
Single-Family Estate	150' x 180'-185'	58	4,500 +	$4,300,000 - $6,500,000
Mid-Rise Condo	-	584	2,000 – 3,250	$900,000 - $2,000,000
Total		1,200		

Note that the price ranges for the Attached Villas and the Detached Villa #1 products are exclusive of the lot premiums. The lot premiums for each vary depending on the lot. The lot premium for the Attached Villas ranges from $30,000 to $75,000. The lot premium for the Detached Villa #1 units ranges from $10,000 to $55,000. The lot premium for the Detached Villa #2 units ranges from $20,000 to $85,000. The Detached Villa #3 units are designated as a future development area, and are not currently under construction.

5. Provide a copy of the contract between Comcast (formerly Time Warner) and Treviso Bay Development, LLC for the provision of video and internet services at the Treviso Bay development.

Response: Please see the attached copy of the Bulk Cable Television Service and Easement Agreement dated effective August 8, 2005, by and between Treviso Bay Development, LLC and Time Warner Cable Inc. and the Cable Television and Communication Service Access Agreement dated effective August 8, 2005, by and between Treviso Bay Development, LLC and Time Warner Inc. These agreements are subject to Treviso Bay Development, LLC's confidentiality request submitted in conjunction with these responses. Please note that these agreements apply only to the provision of cable television and high speed data services at Treviso Bay. They do not apply to telephone service.

6. Provide all sales brochures and literature used to market the Treviso Bay Development.

Response: Please see the enclosed folder containing the complete marketing package for Treviso Bay, including without limitation the sales brochures and DVD sales commercials.

7. Provide an estimated timeline for the number of homes that will be constructed and sold during the next six years, beginning in January, 2007.

Response: Please see the attached Estimated Absorption Schedule identifying by home type the estimated number of sales from December, 2007 through 2012. The enclose Absorption Schedule is subject to Treviso Bay Development, LLC's confidentiality request submitted in conjunction with these responses.

8. Provide copies of all correspondence (e.g., emails, letters, facsimiles) between Treviso Bay Development, LLC or VK Development and Comcast Cable relative to the provision of services by Comcast Cable at the Treviso Bay Development.

Response: Please see the enclosed copies of the correspondence. As with the copies of the agreements between Comcast and Treviso Bay Development, LLC, the enclosed copies of such correspondence are subject to Treviso Bay Development, LLC's confidentiality request submitted in conjunction with these responses.

Sprint

P.O. Box 2469
Naples, Florida 34106-2469

June 29, 2004

Mr. Vernon Wheeler
Quality Engineering Consultants, Inc.
410 14th Ave NW
Naples, Florida 34120

RE: Availability of Service, Plat & Utility Easement Approval / Treviso Bay

Dear Mr. Wheeler:

In response to your letter dated June 26, 2004, Sprint-Florida, Inc. have reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Treviso Bay, located in Naples, Florida. Also, Sprint-Florida, Inc. will provide telephone service, upon request, to Treviso Bay.

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff, approved and on file with the Florida Public Service Commission.

In order for us to meet your service expectations and provide for the timely installation of access facilities, we need your cooperation on the following items:

1. Sufficient utility easements, as agreed to by Sprint-Florida, Inc., for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Treviso Bay development, or in a manner as may be recorded in the Public Records of Collier County, Florida. A minimum **10'** wide utility easement along the cable route to be provided by developer and a 40' X 40' easement may be required for switching equipment.

2. Provide a full set of construction plans and diskette **(DGN format or AUTOCAD)** furnished to us at the same time as plans are sent to Florida Power & Light Company.

3. All utility easements, rights-of-way, roadways, etc., over which communications construction is necessary must be within six inches of final grade, clear of debris and lot lines properly staked and identified prior to communication facility construction. **NOTE:** Staking to include grade elevation.

4. Clearing, grading and staking is to be maintained by the developer during Sprint's construction activity.

5. Deviations to our standard construction procedures from the above, resulting in additional expense to Sprint-Florida, Inc., either during or after communication facility construction, will be appropriately billed to and borne by the developer.

6. Road crossings provided and placed by developer at locations indicated by a Sprint-Florida, Inc.'s representative. Sprint-Florida, Inc. will provide markers.

7. Sprint-Florida, Inc. shall not be responsible for seeding/mulching disturbed areas of the utility easements.

8. Notify Sprint engineering a minimum of 90 days in advance when telephone service will be required within this area.

The following criteria must also be met for any multi-family or commercial building:

1. A 4' X 8' X ¾" plywood terminal board must be securely attached for mounting of telephone hardware.
2. Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90-degree sweeps. Size and location to be determined by a Sprint-Florida, Inc.'s representative.
3. Access to the power ground (MGN) within five feet of our terminal or placement of a **No. 6** Insulated copper ground wire.
4. A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point.
5. Conduit and equipment room to be completed **30** days prior to Certificate of Occupancy date.

These requirements are necessary due to the tremendous growth within our serving area and Sprint/Florida's use of advance technology. Failure to comply with the above mentioned could result in service delays to this development.

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included. If you should require additional information, please contact me at (239) 263-6293.

Sincerely,

Luis C. Negron
Network Engineer I – E&C

LCN:ns

c: Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein.

_____

_____ _____

Date Title

Sprint.

Jack Strickland
Network Engineer II
Customer Service Operations

March 3 2005

Mr Barry E Syren, P S M
Surveying Manager
Johnson Engineering, Inc
2350 Stanford Court
Naples Florida 34112

Re Treviso Bay
Sections 29 30 and 31, Township 50 South, range 26 East
Utility Easements

Dear Mr Syren

We have reviewed the above referenced plat submitted by your firm on February 11 2005

This is to advise Sprint-Florida, Inc is in concurrence with the dedications as set forth

Sincerely

Jack Strickland

Facsimile 239-261-0289 Telephone 239-263-6214 E-mail jack.strickland@mail.sprint.com
P O Box 2469 Naples Florida 34106-2469

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EMBARQ

Embarq Co poratio
P O Box 2469
Napl FL 34106 2469
EMBARQ om

June 20 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Italia

Dear Mr Syren

In response to your letter dated May 12 2006 Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Italia located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Italia development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum 10 wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within this area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

Date _____ Title _____

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EMBARQ

Embarq Corporation
P O Box 2469
Naples FL 34106 2469
EMBARQ com

June 20 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Piacere and Pavia

Dear Mr Syren

In response to your letter dated May 30 2006 Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Piacere and Pavia located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Piacere and Pavia development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum 10 wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within thi area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

_____ _____

Date Title

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EMBARQ

Embarq Corporation
P O Box 2469
Naples FL 34106 2469
EMBARQ com

June 27 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Via Veneto

Dear Mr Syren

In response to your letter dated May 4 2006 Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Via Veneto located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Via Veneto development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum **10** wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by he developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within this area

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The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

_____ _____

Date Title

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corpo ation
P O Box 2469
Naples FL 34106 2469
EMBARQ om

July 19 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Lipari Ponziane

Dear Mr Syren

In response to your letter dated **July 10 2006** Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for **Lipari Ponziane** located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the **Lipari Ponziane** development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum **10** wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within this area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a **No 6** insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed **30** days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawadsky

Tony Zawadsky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

_____ _____

Date Title

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
P O Box 2469
Naples FL 34106 2469
EMBARQ com

July 19 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Vercelli

Dear Mr Syren

In response to your letter dated May 4 2006 (arriving in our office **July 19 2006**) Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for **Vercelli** located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the **Vercelli** development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum **10** wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of **90** days in advance when telephone service will be required within this area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

_____ _____

Date Title

ORDINANCE NO. 03- 51

AN ORDINANCE AMENDING ORDINANCE NUMBER 91-102, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH INCLUDES THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE OFFICIAL ZONING ATLAS MAPS NUMBERED 0629N, 0629S, 0630N, 0630S, 0631N, 0631S, 0632N, 0632S, 1605N AND 1605S BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM "PUD" TO "PUD" PLANNED UNIT DEVELOPMENT TO BE KNOWN AS WENTWORTH ESTATES, FOR PROPERTY LOCATED ON THE SOUTHWEST SIDE OF TAMIAMI TRAIL EAST (U.S. 41) APPROXIMATELY 1-1/4 MILE SOUTHEAST OF THE INTERSECTION OF TAMIAMI TRAIL EAST (U.S. 41) AND RATTLESNAKE HAMMOCK ROAD (C.R. 864), IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST AND SECTION 5, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, CONSISTING OF 1558.49 ± ACRES; PROVIDING FOR THE REPEAL OF ORDINANCE NUMBER 98-85, THE FORMER LELY LAKES GOLF RESORT PUD; AND BY PROVIDING AN EFFECTIVE DATE.

OCT 2003 RECEIVED
2003 OCT -3 AM 10:10
SECRETARY OF STATE TALLAHASSEE, FLORIDA

WHEREAS, Christopher D. Hagan, PE of Johnson Engineering, Inc., representing V.K. DEVELOPMENT CORP., petitioned the Board of County Commissioners to change the zoning classification of the herein described real property;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA;

SECTION ONE:

The Zoning Classification of the herein described real property located in Sections 29, 30, 31 and 32, Township 50 South, Range 26 East and Section 5, Township 51 South, Range 26 East, Collier County, Florida, is changed from "PUD" to "PUD" Planned Unit Development in accordance with the PUD Document, attached hereto as Exhibit "A", which is incorporated herein and by reference made part hereof. The Official Zoning Atlas Maps numbered 0629N, 0629S, 0630N, 0630S, 0631N, 0631S, 0632N, 0632S, 1605N and 1605S, as described in Ordinance Number 91-102, the Collier County Land Development Code, are hereby amended accordingly.

SECTION TWO:

Ordinance Number 98-85, known as the Lely Lakes Golf Resort PUD, adopted on October 13, 1998 by the Board of County Commissioners of Collier County, is hereby repealed in its entirety.

SECTION THREE:

This Ordinance shall become effective upon filing with the Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this 23rd day of September, 2003.

ATTEST:
DWIGHT E. BROCK, CLERK

by: _____, DC

Attest as to Chairman's signature only.

Approved as to Form and
Legal Sufficiency

Marjorie M. Student
Marjorie M. Student
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: _____
TOM HENNING, CHAIRMAN
9-23-03

This ordinance filed with the Secretary of State's Office the 3rd day of October, 2003 and acknowledgement of that filing received this 7th day of October, 2003.

By: _____
Deputy Clerk

Community Development and Environmental Services Division

WENTWORTH ESTATES
A
PLANNED UNIT DEVELOPMENT

REGULATIONS AND SUPPORTING MASTER PLAN GOVERNING THE WENTWORTH ESTATES PUD, A PLANNED UNIT DEVELOPMENT PURSUANT TO PROVISIONS OF THE COLLIER COUNTY LAND DEVELOPMENT CODE.

PREPARED FOR:

V.K. DEVELOPMENT CORPORATION
19275 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53045

PREPARED BY:

CHRISTOPHER D. HAGAN, P.E.
JOHNSON ENGINEERING, INC.
2350 STANFORD COURT
NAPLES, FLORIDA 34112

DATE REVIEWED BY CCPC _____
DATE REVIEWED BY BCC _____
ORDINANCE NUMBER _____
AMENDMENTS AND REPEAL _____

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LIST OF EXHIBITS

EXHIBIT A	Location Map
EXHIBIT B	Boundary Sketch and Legal Description
EXHIBIT C	Existing Conditions Map
EXHIBIT D	Topographic Map
EXHIBIT E	Area-Wide Community Services Map
EXHIBIT F	Aerial Photograph
EXHIBIT G	Preliminary Drainage Plans & Details
EXHIBIT H	Preliminary Sewer Plans
EXHIBIT I	Preliminary Water Plans
EXHIBIT J	PUD Master Plan
EXHIBIT K	Bald Eagle Management Plan

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LIST OF TABLES:

TABLE 1 Development Standards

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STATEMENT OF COMPLIANCE

The subject property consists of a total of 1,558.49± acres of property in Collier County, Florida, and will be developed as a Planned Unit Development (PUD) to be known as the Wentworth Estates PUD. The proposed development will be in compliance with the goals, objectives and policies of Collier County as set forth in the Growth Management Plan. This PUD, formerly known as the Lely Lakes PUD in County Ordinance No. 98-85, includes preserve lands owned by the State of Florida which were part of the Lely Lakes PUD. The proposed PUD will consist of up to 85,000 square feet of commercial, up to 1,200 residential units with an 18-hole golf course and other amenities constructed in four phases. Build-out is anticipated for 2012. The proposed residential, commercial and recreational facilities will be consistent with the growth policies, land development regulations, and applicable comprehensive planning objectives of each of the elements of the Growth Management Plan for the following reasons:

1. The subject property is within the Urban Mixed-Use, Urban Coastal Fringe Sub-District as identified on the Future Land Use Map as required in Objective 1, Policy 5.1 and Policy 5.3 of the Future Land Use Element.

2. The proposed residential density of the Wentworth Estates PUD is 0.77 dwelling units per acre (DU/A), including State-owned PUD lands and 1.16 DU/A excluding State lands which in either case is less than the maximum density of 3 DU/A permitted by the Density Rating System and is therefore consistent with Future Land Use Element, Policy 5.1.

3. The subject property's location in relation to existing or proposed community facilities and services permits the development's residential density as required in Objective 2 of the Future Land Use Element.

4. The project development is compatible and complimentary to existing and future surrounding land uses as required in Policy 5.4 of the Future Land Use Element.

5. Project improvements are planned to be in compliance with applicable land development regulations as set forth in Objective 3 of the Future Land Use Element.

6. The project development will result in an efficient and economical extension of community facilities and services as required in Objective 3 of the Future Land Use Element and promotes the residential in-fill guidelines of the APA's Policies on Smart Growth.

7. The project development is planned to incorporate natural systems for water management in accordance with their natural functions and capabilities as may be required by Objective 1.5 of the Drainage Sub-Element of the Public Facilities Element.

8. The projected density 0.97DU/A is in compliance with the Future Land Use Element of Growth Management Plan based on the following relationships to required criteria:

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Base Density	4.0 units per acre (u.p.a.)
Traffic Congestion Area Deduction	-1.0 u.p.a.
Permitted Density Based on FLUE Density Rating System	3.0 u.p.a.

Wentworth Estates PUD Proposed Density

Proposed Number of Units	1,427
Total Acreage of Subject Property	1,558.49
Environmental Preserve (Rookery Bay)	(513.77)
Gross Acreage of Development Area	1,044.72
Proposed Commercial (acres)	(10.0)
Net Residential Acreage	1,034.72

Proposed density (UP/A.) = 1,200 units/1,034.72 acres = 1.16 without State lands
Proposed density (UP/A.) = 1,200 units/1,548.49 acres = 0.77 with State lands

9. The ten (10) acres designated as "Commercial Tract" on the Wentworth Estates PUD Master Plan is consistent with the Future Land Use Element (FLUE) of the Growth Management Plan pursuant to Policy 5.1 and 5.12.

   NOTE: *The ten (10) acre Commercial Tract was previously part of a 64.8+/- acre light industrial and commercial PUD known as the Naples R&D Park at Lely PUD (Ordinance 88-89). In 1998, the Naples R&D Park at Lely PUD property was incorporated into the Lely Lakes Golf Resort PUD (Ordinance 98-85) and the ten (10) acre "Commercial Tract" property was deemed "Consistent by Policy" with the Growth Management Plan (Map FLUE-11).*

10. The Wentworth Estates PUD is a residential golf course community with a commercial component, and is planned to encourage ingenuity, innovation and imagination in the planning, design and development of the project under unified ownership and control as set forth in the Collier County Land Development Code (LDC), Section 2.2.20.1, Planned Unit Development District.

11. The Wentworth Estates PUD is consistent with Policy 5.5 of the Future Land Use Element in that it represents the use and development of existing land zoned for urban intensity uses within the urban designated lands and avoids opening up new areas to development.

12. All final Local department orders and/or permits for the proposed Wentworth Estates PUD are subject to the Collier County Adequate Public Facilities Ordinance.

SHORT TITLE

This ordinance shall be known and cited as the "WENTWORTH ESTATES PLANNED UNIT DEVELOPMENT ORDINANCE".

SECTION I

PROPERTY OWNERSHIP AND DESCRIPTION

1.1. PURPOSE

The purpose of this Section is to set forth the location and ownership of the property, and to describe the existing conditions of the property proposed to be developed under the project name of the Wentworth Estates PUD. An Existing Conditions Map is attached hereto as Exhibit "C".

1.2. LEGAL DESCRIPTION

The subject property being 1558.49+/- acres is described as:

Description of Part of Sections 29, 30, 31, 32, Township 50 South, Range 26 East, and part of Section 5, Township 51 South, Range 26 East, Collier County, Florida

Beginning at the northwest corner of said Section 30; thence along the north line of said Section 30, North 88°23'16" East 2491.52 feet; thence continue along the north line of said Section 30 North 88°13'29" East 1636.98 feet to the southwesterly right-of-way of Tamiami Trail (US 41) (200' right-of-way); thence along said right-of-way South 39°03'42" East 2333.04 feet; thence leaving said right-of-way South 38°17'43" West 581.30 feet; thence North 89°34'42" West 348.55 feet; thence South 02°48'31" West 308.99 feet; thence South 88°28'28" West 30.00 feet to the east quarter corner of said Section 30; thence along the north line of those lands described in Official Records Book (OR Book) 105, pages 595-597 and OR Book 105, 592-594, Public Records of Collier County, Florida, South 87°14'44" West 683.13 feet; thence along the west line of said land described in OR Book 105, pages 592-594 South 00°20'37" West 672.63 feet; thence along the south line of said lands North 87°26'41" East 654.42 feet to the west line of Myrtle Cove Acres Unit No. 1 as recorded in Plat Book 3, page 38, Public Records of Collier County, Florida; thence along the west line of said Unit No. 1 South 02°45'35" West 1919.99 feet to the southeast corner of said Section 30; thence along the east line of said Section 31, South 02°45'30" West 2609.56 feet to the east quarter corner; thence continue along said east line of said Section 31, South 02°48'47" West 206.43 feet; thence leaving said east line North 59°56'01" East 2041.35 feet to the boundary of the plat of Trail Acres Unit 2, Plat Book 4, page 62, Collier County, Florida; thence along said plat boundary South 39°03'07" East 1309.16 feet; thence continue along said plat boundary North 50°55'09" East 762.41 feet; thence leaving said plat boundary South 39°04'51" East 430.46 feet; thence North 50°58'21" East 199.96 feet to the boundary of the plat of Trail Acres Unit 3, Plat Book 3, page 94, Collier County, Florida; thence along said plat boundary South 39°01'39" East 962.19 feet; thence continue along said plat boundary South 87°34'19" East 1003.95 feet to the east line of said Section 32; thence leaving said plat boundary and along said east line, South 02°32'54" West 1912.12 feet to the southeast corner of said Section 32; thence along the south line of said Section 32, North 89°40'29" West 2625.95 feet to the south quarter corner of said Section 32; thence continuing along the south line of said Section 32, North 89°40'08" West 2625.60 feet to the southwest corner of said Section 32; thence continue along the south line of said Section 31, North 89°41'53" West 3792.19 feet to the boundary of that land described in OR Book 922 , pages 1710-1712, Public Records of Collier County, Florida; thence leaving said South line and along said boundary North 00°18'07" East 440.00 feet; thence continue along said boundary North 89°41'53" West 346.42 feet to the intersection with the original meander line, resurveyed by the Bureau of Land Management (BLM) in 1967, described in OR Book 1143, pages 1325-1327, Public Records of Collier County, Florida; thence run along said meander line in the following seven described courses;

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1) North 18°09'29" East 565.94 feet;
2) North 14°16'29" East 429.66 feet;
3) North 22°33'29" East 599.28 feet;
4) North 00°09'29" East 428.34 feet;
5) North 21°08'31" West 598.62 feet;
6) North 39°26'31" West 456.72 feet;
7) North 81°41'31" West 382.14 feet to the west line of said Section 31;
thence along the west line of Said Section 31, North 00°19'56" East 1515.12 feet to the northwest corner of said Section 31; thence along the west line of said Section 30, North 00°20'37" East 2685.56 feet to the west quarter corner of said Section 30; thence continue along the west line of said Section 30, North 00°22'18" East 2687.69 feet to the Point of Beginning;
Containing 1378.15 acres, more or less.
LESS AND EXCEPTING THAT LAND described in OR Book 192, page 514, Public Records of Collier County, Florida.
Containing 5.35 acres more or less.
ALSO INCLUDING THE FOLLOWING
The northwest quarter of the southeast quarter; and the south half of the north half of the northeast quarter of the southeast quarter; and the north half of the northeast quarter of the northeast quarter of the southeast quarter; and the north half of the northwest quarter of the northeast quarter of the southeast quarter, and the southeast quarter of the northeast quarter, all in Section 5, Township 51 South, Range 26 East, Collier County, Florida.
ALSO INCLUDING THE FOLLOWING;
The southwest one-quarter of the northeast one-quarter; and the northwest one-quarter of the northeast one-quarter of Section 5, Township 51 South, Range 26 East, Collier County, Florida.
Containing 185.69 acres, more or less for a total net of 1558.49 acres more or less.
Subject to easements and restrictions of record.
Bearings are based on the south line of said Section 31 being North 89°41'53" West.

A Boundary Sketch and Legal Description is attached hereto as Exhibit "B".

1.3. PROPERTY OWNERSHIP

Detailed ownership information is provided within the application for the Wentworth Estates PUD amendment project. The subject property is currently under the equitable ownership and control of the following entities:

Lely Development Corporation - Owner
8825 Tamiami Trail East
Naples, Florida 34113-3347
and

Commercial Properties Southwest, Inc. - Owner
8825 Tamiami Trail East
Naples, Florida 34113-3347
and

TIITF/State of Florida - Owner
% Department of Natural Resources
Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-6575

and

V.K. Development Corporation – Contract Purchaser
19275 W. Capitol Drive
Brookfield, WI 53045

1.4. GENERAL DESCRIPTION OF PROPERTY AREA

A. The project site is located in Sections 29, 30, 31 and 32, Township 50 South, Range 26 East and Section 05, Township 51 South, Range 26 East, Collier County, Florida. Although the project covers several sections of land, the main project entrance is located on the southwest side of Tamiami Trail East (U.S. 41) approximately 1¼ miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Road (C.R. 864). Access to the property will also be via Southwest Boulevard. See Location Map attached hereto as "Exhibit A" for property location.

B. The current zoning classification of the subject property at the time of the Wentworth Estates PUD amendment application is "Lely Lakes Golf Resort PUD – Ordinance No. 98-85."

1.5. PHYSICAL DESCRIPTION

The site is generally bordered on the west by PUD zoned (Collier DRI), undeveloped property; on the north by U.S. 41; on the east by the Micelli PUD, platted and developed homesites, zoned RSF-4, RMF-6, and RSF-3, and agriculturally zoned and unplatted property; and on the south, undeveloped and environmentally sensitive lands, zoned A/ST.

Portions of the site have been altered through past and current agricultural uses. Other portions of the site are environmentally sensitive. An updated EIS has been submitted, pursuant to Division 3.8 of the Land Development Code, with the application for the Wentworth Estates PUD amendment request. Additionally, an aerial photograph of the site is attached hereto as Exhibit "F".

The subject property contains a variety of vegetative communities, including cropland and pastures, woodland pastures, pine flatwoods, coastal scrub, palmetto prairies, mangrove swamps, cypress, saltwater marsh and mangroves. A detailed vegetative inventory and map is included in the application for Wentworth Estates PUD amendment request.

The soil types on the site generally include Basinger fine sand; Boca fine sand, Boca, Riviera, limestone substratum and Copeland fine sand, depressional; Immokalee fine sand; Jupiter Boca complex; Ochopee fine sand loam; Oldsmar fine sand, limestone substratum; Paola fine sand; Pennsucco soil; Chobee, Winder and Gator soils, depressional; Durbin and Wulfert Mucks; Ft. Drum and Malabar high, fine sand; Hilolo

limestone substratum, Jupiter and Margate soils; Holopaw fine sand, limestone substratum; Pomello fine sand; Satellite fine sand; and Winder, Riviera, limestone substratum and Chobee soils, depressional. This information was derived form the Soil Survey of Collier County, Florida.

Elevations within the site range from +1.0' NGVD to +15.5' NGVD. Per FEMA Firm Map Panels No. 120067 605 E and 615 E, dated August 3, 1992, the Wentworth Estates PUD is located within Zones "AE" (EL8) of the FEMA flood insurance rate map. Topographic mapping is shown on Exhibit "D" attached hereto.

The project site is located within the Naples Manor Drainage Basin, of the Collier County Water Management District No. 6, as depicted on the Collier County Drainage Atlas. Each of the four development tracts, A, B, C, and D noted on the PUD Master Plan will have a separate major water management basin. Each of the water management basins will provide water quality treatment to 150% of standard required by the South Florida Water Management District because of the project's discharge into an Outstanding Florida Water (Rookery Bay National Estuarine Preserve). This will be accommodated by collection and treatment of stormwater in wet detention lakes and other systems before discharge into the adjoining wetland preserves and/or outfall canals. These basins will be designed so as to provide water quality treatment and storm attenuation. Best Management Practices (BMPs) such as grassy swales, inlet inserts, detention inlets, etc. will also be used where appropriate to accomplish this.

Stormwater will be collected through the use of open grass swales, curbs, gutters and inlets that will direct stormwater into water management areas. These will all be interconnected in each basin with multiple discharges at structures to distribute the flow to the adjoining wetlands and off-site canals. The water control structure sizes and flow rates will be coordinated with the environmental permitting agencies so as to provide flood protection and rehydrate wetland preserve areas throughout the project and off-site. The staging of the water management basins also will be set so as to prevent saltwater intrusion and will maintain the freshwater/saltwater zones in the area. The staging will be as follows:

A. The Tract A Basin will be staged with the highest water control elevation of +3.5 NGVD. Discharges from this Basin will be into the east end of the central wetland slough preserve and east end of the northwestern wetland slough preserve. These discharge locations will be located so as to maximize hydrology for the preserve areas and provide flood protection throughout Tract A. There is a central wetland preserve within this Tract that will be accommodated on the north side of the main boulevard. The water control elevation of +3.5 NGVD is to maintain the viability of this wetland preserve within the Basin. Final discharge locations, configurations and flows will be negotiated with the permitting agencies so as to improve the wetland preserve areas while maintaining flood protection.

B. The Tract B Basin will be staged with a water control elevation of +3.0 NGVD. Discharges from this Basin will be into the central wetland slough preserve and into the off-site canal along the western property line of the project. This will be managed so as to provide water to the wetland preserve during low flows and for maintaining the wetland preserve viability. High flows will be directed to the canal for on-site Tract B flood protection. Lake control elevation is set to maintain the hydraulic gradient from north to south and east to west across the site.

C. The Tract C Basin will be staged with a water control elevation of +3.0 NGVD. Discharges from this Basin will be into the central wetland slough preserve and into the Rookery Bay wetlands along the southern property line of the project. This will be managed so as to provide water to the wetland preserve during low flows and for maintaining the wetland preserve viability. High flows will be directed to the south for on-site Tract C flood protection. Lake control elevation is set to maintain the hydraulic gradient from north to south and east to west across the site.

D. The Tract D Basin will be staged with a water control elevation of +3.0 NGVD. Discharges from Tract D will be into the Rookery Bay wetlands along the southern property line of the project. This will be managed so as to provide water to the wetland preserve during low flows and for maintaining the wetland preserve viability. High flows will be directed to the south for on-site Tract D flood protection. Lake control elevation is set to maintain the hydraulic gradient from north to south across the site.

SECTION II
PROJECT DEVELOPMENT REQUIREMENTS

2.1 PURPOSE

The purpose of this Section is to delineate and generally describe the project plan of development for the Wentworth Estates PUD and its relationship to applicable County ordinances, the respective land uses of the tracts included in the project, as well as other project relationships.

2.2 GENERAL

A. Regulations for development of the Wentworth Estates PUD shall be in accordance with the contents of this Document, the PUD-Planned Unit Development District and other applicable sections and parts of the Collier County Land Development Code and Growth Management Plan in effect at the time of site development plan approval. Where these regulations fail to provide developmental standards, then the provisions of the most similar district in the County Land Development Code shall apply.

B. Unless otherwise noted, the definitions of all terms shall be the same as the definitions set forth in Collier County Land Development Code in effect at the time of subdivision construction plan or site development plan approval, as appropriate.

C. All conditions imposed and all graphic material presented depicting restrictions for the development of the Wentworth Estates PUD shall become part of the regulations that govern the manner in which the PUD site may be developed.

D. Unless modified, waived or excepted by this PUD the provisions of the Land Development Code remain in full force and effect with respect to the development of the land, which comprises this PUD.

E. Development permitted by the approval of this petition will be subject to a concurrency review under the provisions of Division 3.15 Adequate Public Facilities.

F Building height will be defined for the Wentworth Estates PUD as the vertical distance from the minimum first finished floor elevation to the highest point of the roof surface of a flat or Bermuda roof, to the deck line of a mansard roof and to the mean height level between eaves and ridge of gable, hip or gambrel roofs. The minimum first finished floor elevations will be established by law or permit requirements. The building height shall be measured from such required minimum first finished floor elevations. Required minimum first finished floor

elevations shall be in conformance with the Collier County building codes. This height does not include architectural features, roof equipment or elevator housing and other appurtenances usually required to be placed above the roof level and not intended for human occupancy; provided, however, the heights of these structures or appurtenances thereto shall not exceed any height limitations prescribed by the Federal Aviation Agency or airport overlay zoning regulations of the Land Development Code within the flight approach zone of airports.

2.3. DESCRIPTION OF PROJECT PLAN AND PROPOSED LAND USES

A. The Wentworth Estates PUD will be developed as an upscale residential golf course community featuring up to 1,200 residential units, up to 85,000 square feet of commercial uses, and an 18-hole golf course with associated amenities. The subject property consists of a total of 1,558.49± acres, of which only 1,044.72± acres will be impacted by the proposed development. The remaining 513.77± acres have been set aside for conservation purposes (as described in more detail later in Section 2.4 of this Document) in addition to the required on-site conservation areas.

The project Master Plan, including layout of streets and use of land for the various tracts, is illustrated graphically by Exhibit "J", PUD Master Plan (JEI File No. 20023436). A Land Use Summary, Unit Phasing Schedule, and Density Breakdown are shown on the Plan. There shall be five (5) project tracts including four residential tracts (Tracts A, B, C, D) and a ten (10) acre commercial tract. In addition, the necessary water management lakes, open space, conservation lands, street rights-of-way, the general configuration which are also illustrated by Exhibit "J" are also included within the project.

The location, size and configuration of individual tracts and lots shall be determined at the time of final site development plan and/or preliminary subdivision plat approval. Minor adjustments may be made at the time of final plat approval in accordance with Sections 3.2.7 and 3.3.7 of the Collier County Land Development Code (LDC).

There is also a ten (10) acre commercial area proposed within the project that will provide service and retail shopping opportunities for the residents of the Wentworth Estates PUD. This commercial area may also provide opportunities for other residents in the immediate area. This commercial area is a continuation of the commercial tract approved at the same location in the previously approved Lely Lakes Golf Resort PUD.

The proposed development will meet all required open space and recreational requirements on site. Section 2.18 of this Document demonstrates the acres set aside for conservation purposes. Approximately 307 acreage, almost 30 percent of the entire site, will be set aside.

B. Areas illustrated as lakes, on Exhibit "J", shall be constructed as lakes or, upon approval, parts thereof may be constructed as shallow, intermittent wet and dry depressions for water retention purposes. These areas, i.e. lakes, intermittent wet and dry areas, may be in the same general configuration as shown by Exhibit "J". Minor modification to all tracts, lakes or other boundaries may be permitted at the time of preliminary subdivision plat or site development plan approval, subject to the provisions of Sections 3.2.6 and 2.7.3.5 respectively, of the Collier County Land Development Code, or as otherwise permitted by this PUD Document.

C. In addition to the various areas and specific items shown in Exhibit "J", such easements, as necessary (utility, private, semi-public, etc.) shall be established within or along the various tracts as may be necessary.

2.4. DESCRIPTION OF PROJECT DENSITY OR INTENSITY OF LAND USE

The proposed project consists of up to a maximum of 1,200 single and multi-family residential units, up to 85,000 square feet of commercial uses and an 18-hole golf course with the associated amenities on approximately 1,044.72± acres without State lands or 1,548.49+ acres with State lands.

Residential

There will be a mixture of single family and multi-family residential units located throughout the proposed development. The proposed product types may include standard single-family homesites, two-family duplexes, estate homesites, detached and attached villas, town homes, carriage homes, coach homes (and other similar styles of housing), cluster housing and as many as twelve (12) mid-rise condominium structures not to exceed 90 feet in height.

Pursuant to the Density Rating System, this project is eligible for a base density of four (4) dwelling units per acre (DU/A). No density bonuses are applicable. The project is also located within a Traffic Congestion Area, as depicted on the Future Land Use Map and described in the Future Land Use Element. As such, the project is subject to a one (1) DU/A reduction from the base density of four (4) DU/A and is not eligible for any density bonuses. Therefore, this project is limited to a maximum of three (3) DU/A under the Density Rating System.

The project is proposing the development of a maximum of 1,200 residential dwelling units, consisting of single- and multi-family dwelling units, to be constructed on four tracts. The gross project area, less acreage devoted to commercial purposes, is 1,034.72± acres without State lands or 1,548.49 acres± with State lands. The proposed density for the residential portion of the project is 1.16 DU/A without State lands or 0.77 DU/A with State lands.

The residential component of the proposed development will consist of low-density residential (LDR) featuring single family and duplex units; medium-density residential (MDR) featuring single-family attached/townhouses, multi-family villas, cluster homes and carriage homes; and medium height density residential (MHDR) featuring as many as twelve (12) mid-rise condominium structures not to exceed 90 feet in height.

Commercial

The proposed project will contain up to a maximum of 85,000 square feet of commercial uses on approximately ten (10) acres of the site as depicted on the PUD Master Plan, Exhibit "J".

The PUD was originally approved in 1991 and amended in 1998, for 749 dwelling units and ten (10) acres of commercial development. Future Land Use Element Policy 5.1, provides that property zoned prior to the adoption of the Comprehensive Plan and found to be consistent through the Zoning Re-evaluation Program are consistent with the Growth Management Plan and designated on the Future Land Use Map series as properties "Consistent by Policy." Zoning changes will be permitted to these properties, and to other properties deemed consistent with the Future Land Use Element via Policies 5.9 through 5.12, provided the number of dwelling units and overall intensity of the development allowed by the new zoning district, except as allowed in Policy 5.11, are not increased. The 10-acre commercial tract in this PUD was previously found to be consistent with the Future Land Use via Policy 5.1 and 5.11. This PUD rezone does not increase the intensity of development on the 10-acre tract.

Common/Recreational/Golf Course Areas (CRGA)

The proposed development will meet all required open space and recreational requirements on-site. Included in the development are common areas, open space, water management areas, nature preserves, boardwalks, recreational facilities, and an 18-hole golf course and associated clubhouse and pro shop.

In addition to the on-site features, over 500 acres of the original PUD have been sold to the State of Florida to be managed as part of the Rookery Bay National Estuarine Research Reserve (RBNERR). The land sold to RBNERR includes 513+ acres located immediately south of the north parcel and west of the south parcel, including the lands between the two parcels. Currently, the land is being managed by RBNERR as part of its reserve.

2.5. RELATED PROJECT PLAN APPROVAL REQUIREMENTS

A. Prior to the recording of a record plat, and/or condominium plat for all or part of the PUD, final plans of all required improvements shall receive approval of the appropriate Collier County governmental agency to insure compliance with the PUD Master Plan, the Collier County Subdivision Code and the platting laws of the State of Florida.

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B. Exhibit "J", PUD Master Plan, constitutes the required PUD development plan. Subsequent to or concurrent with PUD approval, a preliminary subdivision plat, if applicable, shall be submitted for the entire area covered by the PUD Master Plan. Any division of property and the development of the land shall be in compliance with Division 3.2 of the Collier County Land Development Code, and the platting laws of the State of Florida.

C. The provisions of Division 3.3 of the Collier County Land Development Code, when applicable, shall apply to the development of all platted tracts, or parcels of land as provided in said Division prior to the issuance of a building permit or other development order.

D. The development of any tract or parcel approved for residential development contemplating fee simple ownership of land for each dwelling unit shall be required to submit and receive approval of a preliminary subdivision plat in conformance with the requirements of Division 3.2 of the Collier County Land Development Code prior to the submittal of construction plans and a final plat any portion of the tract or parcel.

E. Appropriate instruments will be provided at the time of infrastructure improvements regarding any dedications and method for providing perpetual maintenance of common facilities.

2.6 MODEL HOMES/SALES CENTERS/SALES OFFICES/CONSTRUCTION OFFICES FACILITIES

Model homes, sales centers, sales offices, construction offices, and other uses and structures related to the promotion and sale of real estate such as, but not limited to, pavilions, viewing platforms, docks, gazebos, parking areas, tents, and signs, shall be permitted principal uses throughout the Wentworth Estates PUD. These uses may be either "wet" or "dry" facilities and shall be subject to the requirements of Section 2.6.33.4 of the Land Development Code, with the exception that the temporary use permit shall be valid through the life of the project with no extension of the temporary use required. These uses may use septic tanks or holding tanks for waste disposal subject to permitting under Rule 10D-6 of the Florida Administrative Code and may use potable or irrigation wells.

A. Both "wet" and "dry" models may be constructed following plat approval, prior to recording of the plat. Location is limited to future, platted medium density residential, low density residential or medium height density residential lots or tracts. The project owner must apply for permits for all models.

B. The models permitted as "dry models" shall obtain a conditional certificate of occupancy for model purposes only. The "wet" model may not be occupied until a permanent certificate of occupancy is issued.

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C. The "wet" model may be served by a temporary utility system with ultimate connection to the central system. Interior fire protection facilities in accordance with NFPA requirements required unless a permanent water system is available. A water management plan shall be provided which accommodates the runoff from the model home, parking, access road/driveway and other impervious surfaces. The system shall be designed and constructed so that it is integrated with the master water management system for the entire development.

D. All other regulations pertaining to model homes shall be consistent with Section 2.6.33.4 of the Land Development Code.

2.7. AMENDMENTS TO PUD DOCUMENT OR PUD MASTER PLAN

Amendments may be made to the Wentworth Estates PUD as provided in the Collier County Land Development Code, Section 2.7.3.5.

2.8 ASSOCIATION OF PROPERTY OWNERS FOR COMMON AREA MAINTENANCE

Whenever the developer elects to create land area and/or recreation amenities whose ownership and maintenance responsibility is a common interest of all of the subsequent purchasers of property within said development in which the common interest is located, that developer entity shall provide appropriate legal instruments for the establishment of a property owners' association and/or community development district whose function shall include provisions for the perpetual care and maintenance of all common facilities and open space subject further to the provisions of the Collier County Land Development Code, Section 2.2.20.3.8.

2.9 CHANGES AND AMENDMENTS TO PUD DOCUMENT OR PUD MASTER PLAN

Changes and amendments may be made to this PUD Ordinance, PUD Master Plan or Surface Water Management Plan as provided in Section 2.7.3.5 of the Land Development Code.

The Planning Services Director shall be authorized to approve minor changes and refinements to the Wentworth Estates PUD Master Plan upon written request of the developer.

A. The following limitations shall apply to such requests:

1. The minor change or refinement shall be consistent with the Collier County Growth Management Plan and the Wentworth Estates PUD Document.

2. The minor change or refinement shall not constitute a substantial change pursuant to Section 2.7.3.5.1 of the Land Development Code.

3. The minor change or refinement shall be compatible with adjacent land uses and shall not create detrimental impacts to abutting land uses, water management facilities, and conservation areas within or external to the PUD.

B. The following shall be deemed minor changes or refinements:

1. Reconfiguration of lakes, ponds, canals or other water management facilities where such changes are consistent with the criteria of the South Florida Water Management District and Collier County.

2. Internal realignment of rights-of-way other than a relocation of access points to the PUD.

3. Reconfiguration of residential parcels when there is no encroachment into the conservation area.

C. Minor changes and refinements as described above shall be reviewed by appropriate Collier County Staff to ensure that said changes and refinements are otherwise in compliance with all applicable County ordinances and regulations prior to the Planning Services Director's consideration for approval. Minor changes to the Surface Water Management Plan shall be reviewed by Collier County prior to consideration for approval by the Planning Services Director.

D. Approval by the Planning Services Director of a minor change or refinement may occur independently from and prior to any application for subdivision or site development plan approval, however such approval shall not constitute an authorization for development or implementation of the minor change or refinement without first obtaining all other necessary County permits and approvals.

2.10 COMMON AREA MAINTENANCE

Most common area maintenance will be provided by a property owners' association and/or community development district. The developer will create a property owners' association or associations and/or community development district whose functions shall include provision for the perpetual maintenance of common facilities and open spaces. The property owners' association and/or community development district shall be responsible for the operation, maintenance and management of the surface water systems and preserves serving the Wentworth Estates PUD in accordance with the provisions of Collier County Land Development Code together with any applicable permits from the South Florida Water Management District.

2.11 LANDSCAPE BUFFERS, BERMS, FENCES AND WALLS

Landscape buffers, berms, fences and walls are generally permitted as a principal use throughout the Wentworth Estates PUD. The following standards shall apply:

A. Landscape berms shall have the following maximum side slopes:

1. Grassed berms shall be 4:1

2. Ground covered berms shall be 3:1

3. Rip-rap berms shall be 1:1 and occupy no more than 30% of the buffer width.

4. Structural walled berms may be vertical if located at the edge furthest from the property edge of the landscape buffer.

B. Fence or wall maximum height: Seven feet (7'), as measured from the finished floor elevation of the nearest residential structure within the development. If the fence or wall is constructed on a landscaped berm, the wall shall not exceed six feet (6') in height from the top of berm elevation for berm elevations with an average side slope of 4:1 or less, and shall not exceed six feet (6') in height from the top of berm elevation for berms with an average side slope of greater than 4:1 (i.e. 3:1).

C. Landscape buffers, berms, fences and walls may be constructed along the perimeter of the Wentworth Estates PUD boundary prior to preliminary subdivision plat and site development plan submittal. All such areas shall be included in a landscape easement or tract depicted on the final plat, or identified in a separate recorded instrument.

D. Fences and walls which are an integral part of the security and access control structures such as gatehouses and control gates shall be subject to the height limitations for principal residential structures. In the case of access control structures within rights-of-way adjoining two or more different districts, the more restrictive height standard shall apply.

E. Pedestrian sidewalks and/or bike paths, water management systems, drainage structures, and utilities may be allowed in landscape buffers per Division 2.4 of the Land Development Code.

F. Landscape berms located within the Wentworth Estates PUD boundary and contiguous to a property line and/or right-of-way line may be constructed such that the toe of slope is located five feet (5') from the property line and/or right-of-way line. In wetland areas, small water management berms may be exempt from this requirement in an effort to reduce wetland impacts.

2.12 FILL STORAGE

Fill storage is generally allowed throughout the Wentworth Estates PUD. Fill material generated from other properties owned or leased by the developer may be transported and stockpiled within areas which have been disturbed/farmed. Prior to stockpiling in these locations, the developer shall notify the County Community Development and Environmental Services Administrator. The following standards shall apply:

A. Stockpile maximum side slope: 2:1

B. Stockpile maximum height: Thirty feet (30')

C. Fill storage areas in excess of six feet (6') in height shall be located no closer than one hundred feet (100') from any existing residential unit or residential unit under construction. This excludes fill storage areas associated with the Lely Basin drainage improvements.

D. Soil erosion control shall be provided in accordance with Division 3.7. of the Land Development Code.

2.13 DESIGN GUIDELINES AND STANDARDS

A. The Collier County Planned Unit Development District is intended to encourage ingenuity, innovation and imagination in the planning, design and development or redevelopment of relatively large tracts of land under unified ownership or control, as set forth in Section 2.2.20.1. of the Land Development Code.

B. The Wentworth Estates PUD is planned as a residential golf course community which will be developed under unified control. The developer will establish community-wide design guidelines and standards to ensure a high and consistent level of quality for residential units and related community features and facilities, such as, landscaping, hardscape, waterscapes, signage, lighting, pedestrian systems, bicycle paths, pavement treatments, roadway medians, fences, walls, buffers, berms, bulkheads and other similar facilities.

C. The Commercial Area Tract shall be subject to the Collier County Architectural and Site Design Standards, Division 2.8 of the Collier County Land Development Code.

2.14 PRELIMINARY SUBDIVISION PLAT PHASING

Submission, review, and approval of preliminary subdivision plats for the project may be accomplished in phases to correspond with the planned development of the property.

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2.15 AGRICULTURAL ACTIVITIES

The site is currently used for active row crop agricultural and landscape nursery purposes and associated and accessory uses thereto. These existing agricultural uses shall be permitted to continue throughout the project site and will be phased out as development occurs within individual parcels.

2.16 GENERAL PERMITTED USES AND STRUCTURES

Certain uses shall be considered general permitted uses and structures throughout the Wentworth Estates PUD except in the Conservation Area. General permitted uses and structures are those uses which generally serve the developer and residents of the Wentworth Estates PUD and are typically part of the common infrastructure or are considered community facilities.

A. General Permitted Uses and Structures:

1. Essential services as set forth under Section 2.6.9.1, Land Development Code.
2. Water management facilities and related structures.
3. Temporary sewage treatment and disposal facilities.
4. Lakes including lakes with bulkheads or other architectural or structural bank treatments.
5. Guardhouses, gatehouses, and access control structures.
6. Community and neighborhood parks, recreational facilities.
7. Temporary construction, sales, and administrative offices for the developer and developer's authorized contractors and consultants, including necessary access ways, parking areas and related uses.
8. Landscape features including, but not limited to, landscape buffers, berms, fences and walls subject to the standards set forth in Section 2.11 of this PUD.
9. Any other use, which is comparable in nature with the foregoing uses, consistent with the permitted uses and purpose and intent statement of this PUD as determined by the Board of Zoning Appeals.

B. Development Standards:

Unless otherwise set forth in Table I of this Document, the following development standards shall apply to structures:

1. Setback from back of curb of any roadway shall be a minimum of fifteen feet (15') except for guardhouses and access control structures which shall have no required setback.

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2. Sidewalks and bike paths may occur within County required buffers per Division 2.4. of the Land Development Code.

3. Standards for parking, landscaping, signs and other land uses where such standards are not specified herein or within the adopted Wentworth Estates PUD design guidelines and standards, are to be in accordance with Land Development Code in effect at the time of site development plan approval.

2.17 OPEN SPACE REQUIREMENTS

The PUD Master Plan identifies Conservation Areas, golf course/open space, lakes, and buffers which are all permitted to be calculated as open space. These areas fully satisfy the 60% open space requirements of Section 2.6.32. of the Land Development Code.

2.18 NATIVE VEGETATION RETENTION REQUIREMENTS

Pursuant to Policy 6.4.6 of the Conservation and Coastal Management Element of the Collier County Growth Management Plan, twenty-five percent (25%) of the viable naturally functioning native vegetation on site shall be retained. The following table summarizes the acreage set aside as preserve by tract. These acreages are approximate and subject to change as the project is platted.

Tract	Number of Acres Set Aside as Conservation/Preserve
Tract A	97.62
Tract B	119.86
Tract C	48.83
Tract D	41.10
Total:	307.41 Acres
Percentage = 307.41/1,034.72	= 29.71%

2.19 SIGNAGE

A. GENERAL

1. All Collier County sign regulations, pursuant to Division 2.5, Signs, of the Land Development Code in force at the time of sign permit application shall apply unless such regulations are in conflict with the conditions set forth in this Section, in which case the PUD Document shall govern.

2. For the purpose of this PUD Document, each platted parcel shall be considered a separate parcel of land and shall be entitled to any sign as permitted herein.

3. Signs shall be permitted in public or private rights-of-way subject to the approval of a Collier County right-of-way permit, where applicable.

4. All signs shall be located so as not to cause sight line obstructions.

5. All internal project rights-of-way may be utilized for decorative landscaped entrance features and signage subject to review and approval of the Planning Services Department for consistency with the requirements set forth herein.

   All project and development signage adjacent to and/or visible from any dedicated County or State right-of-way shall be developed in accordance with the Land Development Code, Division 2.5, Signs.

B. BOUNDARY MARKERS

1. One boundary marker or monument may be located at each property corner adjacent to the U.S. 41 right-of-way and one boundary marker or monument may be located at each property corner adjacent to Southwest Boulevard. The boundary marker may contain the name of the subdivision and the insignia or motto of the development.

2. The sign face area may not exceed 60 square feet in area and may not exceed the height or length of the monument upon which is located. If the sign is two-sided, each sign may not exceed 60 square feet in area.

3. Sign face square footage is calculated by total square footage of name, insignia, and motto only.

4. The setback from the U.S. 41 right-of-way and any perimeter property line shall be 10 feet.

C. ENTRANCE SIGNS

1. Two (2) ground or wall-mounted entrance signs may be located at each entrance to the subdivision within the PUD. Such signs may contain the name of the subdivision and the insignia or motto of the development.

2. No sign face area may exceed 120 square feet and the total sign face area of entrance signs at each entrance may not exceed 240 square feet. If the sign is a single, two-sided sign, each sign face may not exceed 120 square feet in area. The sign face area shall not exceed the height or length of the wall or monument upon which it is located.

3. The setback for the signs from the U.S. 41 right-of-way and any perimeter property line shall be 10 feet.

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4. Entrance signs may not exceed a height of 8 feet above the finished ground level of the sign site. For the purpose of this provision, finished grade shall be considered to be no greater than 18 inches above the highest crown elevation of the nearest road unless the wall or monument is constructed on a perimeter landscape berm.

D. TEMPORARY SIGNS

1. Two double-sided temporary signs may be permitted and may consist of the following types: project identification, boundary marker, real estate, sales center identification, and directional.

2. Each sign may not exceed 80 square feet in area. If the sign is two-sided, each sign face may not exceed 80 square feet in area.

3. The setback for temporary signs from U.S. 41 rights-of-way and any perimeter property line shall be 15 feet.

4. Temporary signs may not exceed 8 feet in height above the finished ground level of the centerline of the nearest road.

5. Temporary signs may remain in place simultaneously with permanent signage until the project reaches 75% build-out.

E. CONSTRUCTION ENTRANCE SIGNS

1. One sign, a maximum of 20 square feet in size, shall be permitted at each construction entrance to identify the entrance as such. No building permit is required.

2. Employment signs a maximum of 20 square feet in size may be located at each construction entrance to advertise for construction trade employment. No building permit is required.

F. INTERNAL SIGNS

1. Residential directional or identification signs may be allowed internal to the development. Such signs may be used to identify the location or direction of approved uses such as, but not limited to, models or model sales centers, clubhouse, recreational areas. Individual signs may be a maximum of 4 square feet per side in size. Signs maintaining a common architectural theme may be combined to form a menu board with a maximum size of 24 square feet per side. All of these signs shall be a maximum height of 8 feet.

2. Real estate signs with a maximum size of 4 square feet per side may be permitted in residential districts. Such signs may advertise "For Sale", "Sold To", "Lot #", or similar verbiage. No building permit is required.

3. Special event signs not exceeding 32 square feet per side in size may be displayed to announce or advertise such temporary uses as open houses, community fairs, or programs or any charitable, or educational event. Special event signs shall be erected not more than 14 days preceding the event and shall be removed within 72 hours of completion of the event. Such signs shall be located no closer than 10 feet to any property line. No building permit is required.

4. Grand opening signs: The developer may display an on-site grand opening sign not exceeding 32 square feet on a side and not exceeding 64 square feet total. Any banner signs shall be anchored and may be displayed on-site for a period not exceeding 14 days within the first three months that the occupant is open for business. No building permit is required.

G. COMMERCIAL SIGNS

Commercial signs within the commercial area shall be erected consistent with provision of the Collier County Land Development Code Division 2.5, Signs.

The maximum allowable display area for signs may not be more than 20 percent of the total square footage of the visual façade of the building to which the sign will be attached and may not, in any case, exceed the maximum square footage permitted in Subsection 2.5.5.2.5.2 of the Land Development Code.

H. TRAFFIC SIGNS

Traffic signs, such as street signs, stop signs and speed limit signs, may be designed to reflect a common architectural theme. The placement and size of the signs will be in accordance with the Collier County Land Development Code.

2.20 SIDEWALK/BIKE PATHS

A. Pursuant to Section 3.2.8.3.17 of the Land Development Code, the Wentworth Estates PUD shall provide sidewalks/bike paths as follows:

1. A sidewalk/bikepath/jogging/golf cart network will be integrated throughout the entire site including Residential, Golf Course/Open Space, and Conservation Districts.

2. An internal pedestrian lane or a combination of sidewalks, walking paths, boardwalks or cart paths will be provided throughout the project.

B. The developer reserves the right to request substitutions to Land Development Code sidewalk/bikepath design standards in accordance with Section 3.2.7.2 thereof.

2.21 SUBSTITUTIONS TO SUBDIVISION DESIGN STANDARDS

The developer reserves the right to request substitutions to subdivision improvement and utility design standards in accordance with Section 3.2.7.2 of the Land Development Code.

2.22 COMMUNITY DEVELOPMENT DISTRICT

A. The developer may elect to establish the Wentworth Estates Community Development District to provide and maintain infrastructure and community facilities needed to serve the project. The CDD may constitute a timely, efficient, effective, responsive and economic way to ensure the provision of facilities and infrastructure for the proposed development. Such infrastructure as may be constructed, managed and financed by the CDD shall be subject to, and shall not be inconsistent with the Collier County Growth Management Plan and all applicable ordinances dealing with planning and permitting of the Wentworth Estates PUD.

B. The land area is amenable to infrastructure provision by a district that has the powers set forth in the charter of a Community Development District pursuant to Sections 190.006 through 190.041, Florida Statutes. Such a district may be a legitimate alternative available both to the County and to the landowner for the timely and sustained provision of quality infrastructure under the terms and conditions of County development approval.

2.23 ROADWAYS

A. If the developer so elects, roadways within the Wentworth Estates PUD may be included as one of the CDD provided infrastructure improvements. Standards for roads shall be in compliance with the applicable provisions of the Land Development Code, unless otherwise modified, waived, or excepted by this PUD Document or approved during preliminary subdivision plat approval. The developer reserves the right to request substitutions to Land Development Code design standards in accordance with Section 3.2.7.2 thereof. The developer retains the right to establish gates, guardhouses, and other access controls as may be deemed appropriate by the developer on all privately owned and maintained project roadways and roadways built and/or maintained by the Wentworth Estates CDD, if applicable.

B. Roadways within the Wentworth Estates PUD shall be designed and constructed in accordance with Section 3.2.8 of the Collier County Land Development Code with the following substitutions.

1. Street right-of-way width: The minimum right-of-way width to be utilized for local streets within the Wentworth Estates PUD shall be fifty (50') feet.

2. The primary project entry road may be constructed utilizing an urban type roadway cross section with sidewalks on each side.

3. Intersection radii: Street intersections shall be provided with a minimum of a twenty (20) foot radius (face of curb) for all internal project streets and a thirty-five (35) foot radius for intersections at project entrances.

4. Reverse curves: Tangents shall not be required between reverse curves on any project streets.

2.24 USE OF RIGHTS-OF-WAY

Utilization of lands within all project rights-of-way for landscaping, decorative entrance ways and signage shall be allowed subject to review and administrative approval by the developer and the Collier County Development Transportation Services Director for engineering and safety considerations during the development review process and prior to any installations.

2.25 LAKE SETBACK AND EXCAVATION

The lake setback requirements described in Section 3.5.7.1 of the Land Development Code may be reduced with the administrative approval of the Collier County Planning Services Director. All lakes greater than two (2) acres may be excavated to the maximum commercial excavation depths set forth in Section 3.5.7.3.1 of the Collier County Land Development Code. Removal of fill and rock from the Wentworth Estates PUD shall be administratively permitted to an amount up to ten (10%) percent per lake (20,000 cubic yards maximum), unless issued a commercial excavation permit.

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SECTION III

RESIDENTIAL AREAS

3.1. PURPOSE

The purpose of this Section is to identify specific development standards for Residential Areas within the Wentworth Estates PUD designated on Exhibit "J" as Tracts A, B, C, and D.

3.2. MAXIMUM DWELLING UNITS

An approximation of the possible distribution for the maximum number of dwelling units allowed within the PUD is as follows:

Tract	Number of Units	Residential Type
A	330	MDR, MHDR
B	246	LDR, MHDR
C	281	LDR, MHDR
D	343	LDR, MHDR
Total	1,200	

LDR – Low-density residential (single family, zero lot line, duplex, two family)
MDR – Medium-density residential (single family attached, townhouse, attached and detached villa, coach homes, carriage homes, and clustered homes)
MHDR – Medium-height-density residential (multi-family – midrise)

The PUD Master Plan, Exhibit "J", attached hereto, and this PUD Document provide a depiction of the Residential Tracts. At the time of final subdivision plan approval for each phase, the exact location, type and number of the MDR and LDR units in each tract will be determined by the developer The MHDR units in all of the MHDR Districts may, at the developer's option, be converted to MDR or LDR units.

3.3. GENERAL DESCRIPTION

Areas designated as residential on the Master Plan are designed to accommodate a full range of residential dwelling types, compatible non-residential uses, a full range of recreational facilities, essential services, and customary accessory uses.

The approximate acreage of the area designated as residential is 1,034.72± acres. This acreage is based on conceptual designs and is approximate. Actual acreages of all development tracts will be provided at the time of site development plan or preliminary subdivision plat approvals in accordance with Division 3.3, and Division 3.2 respectively, of the Land Development Code. Residential tracts are designed to accommodate internal roadways, open spaces, and other similar uses found in residential areas.

The residential component of the development will consist of low density residential (LDR), medium density residential (MDR) and medium height density residential (MHDR) districts. The LDR and MDR districts may include any of the principal uses listed below, except for the 90-foot mid-rise condominium structures. Provided that the maximum number of dwelling units approved is not exceeded, the developer may interchange the dwelling unit types among the LDR, MDR and MHDR districts. The development standards associated with the dwelling unit types allowed in LDR and MDR districts, respectively, shall be applied when a dwelling unit type is transferred among the districts. In the case where a dwelling unit type is allowed in both LDR and MDR districts, the more restrictive development standards shall apply, if different. Dwelling unit types shall be the same within a development tract with landscape buffers between tracts and in conformity with Division 2.4 of the Land Development Code.

In all MHDR districts up to twelve (12) mid-rise condominium structures not to exceed ninety (90) feet in height shall be permitted.

3.4. USES PERMITTED

No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or part, for other than the following:

A. Principal Uses:

1. Single family dwelling units.

2. Single family attached townhouse dwelling units.

3. Duplex dwelling units.

4. Two-family dwelling units.

5. Zero lot line dwelling units.

6. Multi-family dwelling units (detached and attached villas, townhouse, coach homes, carriage houses and as many as twelve (12) mid-rise condominium structures not to exceed 90 feet in height and other similar housing types).

7. The clustering or grouping of housing structure types identified in Section 3.3 of this Document may be permitted on parcels of land under unified ownership, or as may be otherwise provided in Section 2.6.27 and Section 2.6.36 of the Collier County Land Development Code, subject further to the provisions of Division 3.3 of the Collier County Land Development Code and Table I of this Document.

8. Family care facilities.

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9. Any other use, which is comparable in nature with the foregoing uses, consistent with the permitted uses and purpose and intent statement of this PUD as determined by the Board of Zoning Appeals.

B. Accessory Uses and Structures:

1. Accessory uses and structures customarily associated with principal uses permitted in residential districts, including but not limited to recreational facilities designed to serve residents of the principal structure.

2. Recreational facilities that serve as an integral part of a residential development and have been designated, reviewed and approved on a site development plan or preliminary subdivision plat for that development. Recreational facilities may include, but are not limited to, golf course, clubhouse and maintenance facility, pools, community center building, tennis facilities, parks, playgrounds and play fields.

3. Any other accessory use, which is comparable in nature with the foregoing uses, consistent with the permitted uses and purpose and intent statement of this PUD as determined by the Board of Zoning Appeals.

3.5. DEVELOPMENT STANDARDS

A. Table 1 sets forth the development standards for land uses with the Wentworth Estates PUD residential area.

B. Site development standards for single-family, single-family attached, duplex, zero lot line, two-family, and town home uses apply to individual residential lot boundaries. Multi-family standards apply to platted parcel boundaries.

C. Standards for parking, landscaping, signs and other land uses where such standards are not specified herein or within the adopted Wentworth Estates PUD design guidelines and standards, are to be in accordance with Land Development Code in effect at the time of site development plan approval. Unless otherwise indicated, required yards, heights, and floor area standards apply to principal structures.

D. Development standards for uses not specifically set forth in Table I shall be in accordance with the standards of the zoning district which is most similar to the proposed use.

E. In the case of residential structures with a common architectural theme, required property development regulations of Table I may be waived or reduced provided a site plan is approved by the Planning Services Director or his designee, in accordance with the criteria contained in Sections 2.6.27.4.6.1 through 2.6.27.4.6.3 of the Land Development Code. This is a deviation from Subsection 2.6.27.4.6 which requires approval by the Collier County Planning Commission.

F. Where residential landscape buffers are located adjacent to a commercial property, clubhouse or community pool facility, a 10-foot wide, Type A landscape buffer is required on the residentially zoned property, and a 15-foot wide Type B landscape buffer is required along commercial, clubhouse or community pool property.

SECTION IV
COMMERCIAL AREA

4.1. PURPOSE

The purpose of this Section is to identify permitted uses and development standards for the area identified within the Wentworth Estates PUD Master Plan as Commercial Area.

4.2 GENERAL DESCRIPTION

Areas designated as Commercial Area on the Wentworth Estates PUD Master Plan are designed to accommodate a full range of commercial, retail and office uses designed to serve residents of the Wentworth Estates PUD and the immediate vicinity.

4.3 USES PERMITTED

No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

A. Automotive dealers and gasoline service stations (5511, 5531, 5541 with services and repairs as described in Section 2.6.28, of the Land Development Code 5571, 5599, new vehicles only.

B. Home furniture, furnishings and equipment Stores (Groups 5712-5736)

C. Eating and drinking places, including drive-through (Groups 5812)

D. Miscellaneous retail (Groups 5912, 5921, 5941, 5992-5999)

E. Depository and non-depository institutions (Groups 6021-6062 and 6111-6163)

F. Security and commodity brokers (Group 6211-6289)

G. Insurance carriers (Groups 6311-6399)

H. Automotive rental and leasing (Groups 7514-7515)

I. Miscellaneous repair services (Groups 7622-7699)

J. Amusement and recreation services (7911, 7922, 7933, 7991)

K. Health services (Groups 8011-8099)

L. Membership organizations (Groups 8611-8661)

M. Engineering, accounting, research and related services (Groups 8711-8720, 8722-8748)

N. Legal services (8111)

O. Child/adult day care services (8351)

P. Sales/welcome center

4.4 DEVELOPMENT STANDARDS

A. Minimum Yard Requirements:

1. Front Yard: Twenty-five feet (25') minimum or one-half the building height whichever is greater.

2. Side Yard: Fifteen feet (15')

3. Rear Yard: Fifteen feet (15')

4. Preserve Setbacks:

   i. Principal structures: Twenty five feet (25')
   ii. Accessory structures: Ten feet (10')

5. Setbacks from a lake for all principal and accessory uses may be zero(0) feet provided architectural bank treatment is incorporated into the design.

6. Where residential landscape buffers are located adjacent to a commercial property, clubhouse or community pool facility, a 10-foot' wide Type A landscape buffer is required on the residentially zoned property and a 15-foot wide Type B landscape buffer is required along commercial, clubhouse or community pool property.

B. Exterior lighting shall be arranged in a manner which will protect roadways and residential properties from direct glare or unreasonable interference.

C. Maximum height of structures – Sixty feet (60')

D. Minimum distance between all other principal structures – Twenty feet (20').

E. Minimum distance between all other accessory structures (excluding drive-through facilities) – Ten feet (10').

F. Minimum floor area – Seven hundred (700) square feet gross floor area on the ground floor.

G. Minimum lot or parcel area – Ten thousand (10,000) square feet.

H. Minimum lot width – Seventy-five feet (75').

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I. Standards for parking, landscaping, signs and other land uses where such standards are not specified herein are to be in accordance with the Collier County Land Development Code in effect at the time of site development plan approval. Unless otherwise indicated, required yards, heights, and floor area standards apply to principal structures.

J. Architectural standards – All buildings shall maintain a consistent architectural theme along each building façade as required by the Collier County Code Land Development Code.

SECTION V
COMMON/RECREATIONAL/GOLF COURSE AREAS

5.1. PURPOSE

The purpose of this Section is to set forth the development plan and development standards for the area(s) designed as Common/Recreational/Golf Course Areas on the Wentworth Estates PUD Master Plan, Exhibit "J". The primary function and purpose of this Tract will be to provide aesthetically pleasing open areas, golf course and recreational facilities, except in areas to be used for water impoundment and principal or accessory use areas, all natural trees and other vegetation as practicable shall be protected and preserved.

5.2. USES PERMITTED

No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

A. Principal Uses:

1. Golf courses, golf facilities, golf teaching facilities, including classrooms and temporary golf clubhouses

2. Lakes

3. Open space/nature preserve/conservation area uses and structures such as, but not limited to, boardwalks, nature trails, bikeways, landscape nurseries, gazebos, boat and canoe docks, fishing piers, picnic areas, fitness trails and shelters

4. Pedestrian and bicycle paths, or other similar facilities constructed for purposes of access to or passage through the commons areas

5. Small docks, piers or other such facilities, constructed for purposes of lake recreation for residents of the project

6. Shuffleboard courts, tennis courts, swimming pools, and other types of facilities intended for outdoor recreation

7. Community enrichment center

8. Project information and sales center

9. Tennis clubs, health spas, pools and other recreational clubs

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10. Any other use, which is comparable in nature with the foregoing uses, consistent with the permitted uses and purpose and intent statement of this PUD as determined by the Board of Zoning Appeals.

B. Accessory Uses:

1. Clubhouse, pro-shop, practice driving range and other practice facilities, golf cart barns, rest rooms, shelters, snack bars, golf course maintenance facilities, essential services, irrigation water and effluent storage tanks and ponds, utilities, pumping facility, pump buildings, and maintenance staff offices.

2. Retail establishments accessory to the permitted uses of the District such as but not limited to, golf, and tennis.

3. Restaurants, cocktail lounges, and similar uses intended to serve club members and club guests.

4. Accessory, incidental and subordinate commercial activities, such as but not limited to, those provided herein shall clearly be of such scope, size and proposed intensity that they are sustainable only by the membership of the golf course and clubhouse.

5. Small docks, enclosures or other structures constructed for purposes of maintenance, storage, recreation or shelter with appropriate screening and landscaping.

6. Shuffleboard courts, tennis courts, swimming pools and other types of similar recreational facilities.

7. Telecommunications facilities.

8. Any other use, which is comparable in nature with the foregoing uses, consistent with the permitted uses and purpose and intent statement of this PUD as determined by the Board of Zoning Appeals.

5.3 DEVELOPMENT REGULATIONS

A. Overall site design shall be harmonious in terms of landscaping, enclosure of structures, location of access streets and parking areas and location and treatment of buffer areas.

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B. Principal and accessory structures shall be set back a minimum of twenty-five (25) feet abutting residential districts and PUD Boundaries. No structure greater than thirty-five (35) feet in height shall be within seventy-five (75) feet of the project property line.

C. Lighting facilities shall be arranged in a manner which will protect roadways and neighboring properties from direct glare or other interference.

D. MAXIMUM HEIGHT:

1. Principal structure - 55 feet.
2. Accessory structure - 55 feet.

E. MINIMUM OFF-STREET PARKING AND LOADING

As required by Division 2.3 of the Land Development Code in effect at time of building permit application.

F. Minimum distance between principal or accessory structure, which are a part of an architecturally unified grouping – Ten feet (10').

G. Minimum distance between all other principal structures – Twenty feet (20').

H. Minimum distance between all other accessory structures – Ten feet (10').

I. Minimum floor area – None required.

J. Minimum lot or parcel area – None required.

K. Principal and accessory structures setbacks from Preserve Area:

1. Principal structure Twenty five feet (25')
2. Accessory structure Ten feet (10')

L. Parking for the community center/clubhouse shall be one space per every two hundred (200) square feet of gross floor area which shall be considered inclusive of required golf course parking.

SECTION VI

CONSERVATION/PRESERVE AREAS

6.1 PURPOSE

The purpose of this Section is to identify permitted uses and development standards for the areas within the Wentworth Estates PUD designated on the PUD Master Plan as Conservation/Preserve Areas. The goal of this Section is to preserve and protect native vegetation and naturally functioning habitat such as wetlands in their natural state..

6.2 GENERAL DESCRIPTION

Areas designated as Conservation Areas on the Wentworth Estates PUD Master Plan are designed to accentuate conservation and limited water management uses and functions.

6.3 PERMITTED USES AND STRUCTURES

No building or structure or part thereof, shall be erected altered or used, or land used, in whole or in part, for other than the following, subject to regional, state and federal permits when required:

A. Principal Uses:

1. Open spaces/nature preserves/wildlife habitats.
2. Boardwalks and nature trails (excluding impervious surfaces).
3. Water management structures.
4. Mitigation activities including exotic vegetation removal and planting of native vegetation.
5. Temporary construction access roads.

6.4 STATE LANDS

Lands within the PUD lying within the Rookery Bay National Estuarine Research Reserve are separated by designation on the Master PUD Plan, Exhibit "J", and are governed by the Conservation Zoning District (CON) standards as set forth in Section 2.2.17 of the Collier County Land Development Code in effect at the date of adoption of this PUD Ordinance.

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SECTION VII

DEVELOPMENT COMMITMENTS

7.1 PURPOSE

The purpose of this Section is to set forth the development commitments for the Wentworth Estates PUD.

7.2. GENERAL

All facilities shall be constructed in strict accordance with final site development plans, final subdivision plans and State and local laws, codes, and regulations applicable to this PUD. Except where specifically noted or stated otherwise, the standards and specifications of Division 3.2 of the Land Development Code shall apply to this project even if the land within the PUD is not to be platted. The developer, his successor and assigns, shall be responsible for the commitments outlined in this Document.

The developer, his successor or assignee shall agree to follow the Master Plan and the regulations of the PUD Document as adopted, and any other conditions or modifications as may be agreed to in the rezoning of the property. In addition, the developer will agree to convey to any successor or assignee of the developer is bound by in title any commitments within this Document.

7.3. PUD MASTER PLAN

Exhibit J, the Wentworth Estates PUD Master Plan illustrates the proposed development. Proposed tract, lot or land use boundaries or special land use boundaries shall not be construed to be final and may be varied at any subsequent approval phase such as final platting or site development plan application. Subject to the provisions of Section 2.7.3.5 of the Land Development Code, amendments may be made from time to time.

All necessary easements, dedications, or other instruments shall be granted to insure the continued operation and maintenance of all service utilities and all common areas in the project.

7.4. DEVELOPMENT PHASING SCHEDULE, SUNSET PROVISION AND MONITORING REPORT

Subject to securing all necessary federal, state and local development permits, construction is proposed to begin in the fall of 2004 and is projected to be completed by December 2012.

A. This PUD shall be subject to the Sunset Provisions of Section 2.7.3.4 of the Land Development Code.

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B. Monitoring Report: An Annual PUD monitoring report shall be submitted pursuant to Section 2.7.3.6 of the Land Development Code. The monitoring report shall be accompanied by an affidavit stating that representations contained therein are true and correct.

7.5. TRANSPORTATION

The following commitments are made as necessary elements of the proposed project and as mitigation for the transportation impacts associated with the project. Each of these commitments are made as a result of a detailed traffic impact analysis conducted for the project using a methodology approved by Collier County Transportation Planning Staff, negotiated mitigation plan elements, and other commitments made by the developer regarding site access improvements. These commitments shall be confirmed with a Developer Contribution Agreement (DCA).

A. The Wentworth Estates PUD shall not use Southwest Boulevard as a construction access. However, it will function as a secondary project ingress/egress point for the entire project.

B. Specific roadway improvements have been identified, as needed, to address local concurrency standards. These were identified in a report submitted in December 2002 titled "Wentworth Estates – Transportation Impact Study". The improvements to be made by the developer are described below.

C. Arterial level street lighting shall be provided at all development points of ingress and egress. Said lighting must be in place at any active entrance prior to the issuance of the first permanent certificate of occupancy (CO).

D. External project entrance improvements located at the US 41/North Entrance and the US 41/Southwest Boulevard, such as turn lanes and median modifications, and internal roadway improvements will not be considered for impact fee credits. All such project specific improvements needed to serve the development traffic at an acceptable level of service shall be in place prior to the issuance of the first CO.

E. The following Transportation Impact Mitigation Plan will operate to alleviate the development's impact on the adjacent roadway network:

1. No later than within ten (10) days of the date of the execution of the DCA for the project, the developer shall obtain certificates of public facility adequacy for roads for all development density and intensity authorized by this PUD by prepaying to the County one-half of the road impact fees estimated to be due for all authorized development. This pre-payment shall serve to mitigate the project's impacts, advance improvements to roadways expected to be impacted by the project and vest all of the project's development density and intensity for transportation concurrency requirements. It is estimated that this prepayment will be at least $3,500,000 based on an estimate of half of the

amount currently applicable for road impact fees for authorized residential and commercial uses. All impact fees shall be calculated based on the fee schedule in effect on the date first mentioned above. The impact fee prepayment funds may be utilized by the County outside of the road impact fee district in which the Wentworth Estates PUD is located.

2. Prior to the issuance of the first CO, the developer shall construct intersection improvements (turn lanes and median improvements) and, when warranted, install traffic signals at the intersections of US 41/Southwest Boulevard and US 41/North Entrance to the Wentworth Estates PUD. These improvements will be considered project related and will not be eligible for impact fee credits.

3. Additionally, and without impact fee credits, the developer shall contribute the sum of $392,800 to construct southbound left and eastbound right turn lanes for the US 41/Airport Road intersection (engineer's estimate of probable cost: $339,800), and a westbound left turn lane at the US 41/Rattlesnake-Hammock Road intersection (engineer's estimate of probable cost: $53,000). These payments shall be made to the County within sixty (60) days of receipt by the developer of the County's written request for payment of construction costs, or within 90 days of approval of this Ordinance, or as otherwise required under the terms of the DCA. Although two specific improvements have been identified above, the developer understands and agrees that the County may determine that other improvements within the same Transportation Concurrency Management Area are more essential for the efficient operation of the transportation system than those identified above and may elect to use these funds to construct those alternate improvements. These alternate improvements are to be made within the same Transportation Concurrency Management Area that includes the project. The developer fully agrees to provide this level of flexibility to the County in the use of the above-mentioned funds.

F. All points of ingress and/or egress as shown on any plan submittal are conceptual in nature and subject to change as determined by Collier County Transportation Staff. Collier County Transportation Staff reserves the right to modify, or close any ingress and/or egress location(s) determined to have an adverse effect on the health, safety, and welfare of the public. These include, but are not limited to, safety concerns, operational circulation issues and roadway capacity problems

G. Any and all median opening locations will be in accordance with the Collier County Access Management Policy, as amended, and Land Development Code, as amended. Median access and control will remain under the authority of Collier County. Collier County Transportation Staff reserves the right to modify or close any median opening determined to have an adverse effect on the health, safety, and welfare of the public. These effects may include, but are not limited to, safety concerns, operational circulation issues and roadway capacity problems

H. Nothing in any development order will vest the right of access over and above a right in/right out condition. Neither will the existence, or lack of, a future median opening be the basis for any future cause of action for damages against the County by the developer(s), its successor(s) in title, or assignee(s).

I. The development shall be designed to promote the safe travel of all users including pedestrians and bicyclists. Pedestrian travel ways shall be separated from vehicular traffic in accordance with recognized standards and safe practices.

J. The developer(s), its successor(s) in title, or assignee(s), will be responsible for the cost of any traffic signal at any development entrance when deemed warranted and approved by Collier County Transportation Staff. Traffic signals shall be owned, operated and maintained by Collier County.

K. The developer shall provide compensating right-of-way from project lands under the developer's control for all project specific turn lanes necessary to serve the project.

L. All internal access(es), drive aisle(s), sidewalk(s), etc. not located within County right-of-way will be privately maintained by an entity created by the developer(s), its successor(s) in title, or assignee(s).

M. The developer agrees to provide shared access if, in the opinion of Collier County Planning and Transportation Staffs, such shared access is physically and economically feasible based on site plans submitted by the developer or adjacent developments, as long as this does not result in relocation or modification of the project's planned entrances onto US 41.

N. If a gate is proposed at any development entrance it shall be designed so as not to cause vehicles to be backed-up onto any adjacent roadway or intersection affecting safe and efficient operations on County or State roadways. The minimum depth to the development key pad/phone box and turn-around area in front of any such gate shall be no less than 100 feet. Collier County reserves the right to impose a stricter requirement if site-specific conditions warrant.

O. The developer reserves the right to make modifications to the Typical Spine Road Sections to enhance the roadway and streetscape aesthetics and appeal of the development. Modifications will protect the quality and quantity of on-site wetlands, and may help to better display the natural areas. Modifications may also reduce overall traffic speeds and provide enhanced opportunities and experiences for pedestrians and bicyclists. All modifications that are made will be subject to Collier County standards.

    1. In areas adjacent to wetlands, the developer reserves the right to make modifications to the Typical Spine Road Section (within the 100-foot right-of-way) to include the following:

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i. Changing the six-foot sidewalk on one or both sides of the roadway to an 8-foot multi-use path.

ii. Allowing a variable width median that may vary between 10 feet and 40 feet.

iii. Modifying the typical 4:1 slope at the edge of the right-of-way to other grading solutions as conditions permit.

2. In areas adjacent to uplands, the developer reserves the right to make modifications to the Typical Spine Road Section to include the following:

i. Allowing a variable width right-of-way that may vary between 100 feet and 150 feet.

ii. Changing the 6-foot sidewalk on one or both sides of the roadway to an eight foot multi-use path.

iii. Allowing a variable width median that may vary between 10 feet and 90 feet.

P. The developer shall improve Southwest Boulevard to include two 12-foot lanes, a curb-and-gutter urban roadway cross-section with enclosed drainage, and a sidewalk on each side of the road. These improvements will be designed to tie into the existing roadway network and improve area drainage. Improvements to Southwest Boulevard shall also include landscaping and lighting and shall improve the turning movement geometry at the intersection of Southwest Boulevard and US 41. These improvements shall be part of the Phase 1 construction plans and shall be reviewed and approved by Collier County. A bench and/or bus shelter shall also be included in the construction plans with the design and location coordinated by Collier County.

Q. The developer shall provide up to $250,000 to supplement the funding for the installation of street lighting by the County, along US 41 from Broward Street to Collier Boulevard. This payment shall be made in accordance with the terms of the DCA.

7.6 WATER MANAGEMENT

A. In accordance with the rules of the South Florida Water Management District, the Wentworth Estates PUD project shall be designed for a storm event of a 3-day duration and 25 year storm return frequency.

B. An excavation permit will be required for the proposed lakes in accordance with Division 3.5 of the Collier County Land Development Code. All lake dimensions will be approved at the time of excavation permit approval.

C. The Wentworth Estates PUD conceptual surface water management system is shown on Exhibit "G", Preliminary Drainage Plans & Details (JEI file No.

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20023436). Minor changes or modifications to Exhibit "G" shall be authorized as provided in Section 2.9 of the Wentworth Estates PUD.

1. The rear yard swales are not proposed to provide water quality. These swales are for conveyance only.

2. The rear yard swales shall be kept free of any obstacles that would impede the flows. These obstacles include but are not limited to pools, sheds, fences, landscaping, etc.

3. The developer shall cooperate with the Collier County Storm Water Management Department in the design of the Wentworth Estates PUD to coordinate with the design and construction sequencing of the Lely Area Storm Water Improvement Project (LASIP) such that construction will not have an adverse effect on regional drainage at any phase of development.

4. Subject to receiving reimbursement from the County pursuant to an agreement, the developer shall assist the County with the design, permitting and construction of the following primary water management facilities and shall be reimbursed for its fair share of the construction costs when applicable portions of the County's LASIP project are funded by the County.

   Canal and outfall waterways on:

   i. Lely Canal

   ii. Lely-Manor Canal Western Outfall*

   iii. Lely-Manor Canal Eastern Outfall

   * Cooperative effort with County and Collier Enterprises (Collier DRI – a.k.a., Sabal Bay – common property line), or assigns.

5. Subject to receiving reimbursement from the County pursuant to an agreement, the developer shall agree, as a cooperative endeavor, to design, permit and construct, according to County specifications, that portion of an outfall spreader lake that is located within the development's property boundary at the downstream end of the Lely-Manor Eastern Outfall Canal and the proposed storm water pump station (currently proposed to be located at the terminus of Maple Lane). Upon completion and acceptance by the County, the developer shall, by an appropriate agreement, receive reimbursement for its fair share of the construction cost.

6. Phasing of the construction of the proposed improvements to the Lely-Manor Western Outfall Canal and the Lely-Manor Eastern Outfall Canal storm water management facilities shall be coordinated with the various drainage systems.

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7. The developer shall provide the County with appropriate easements associated with the above-described proposed Lely-Manor Western Outfall Canal and Lely-Manor Eastern Outfall Canal storm water management facilities, including the outfall spreader lake and storm water pumping station components, in order for the County to properly access, operate, and maintain said facilities. The easements shall provide clear and uninterrupted access from U.S. 41. The easements shall be provided at no cost to the County within 120 days of either the developer's construction of the Lely-Manor Western Outfall Canal and/or Lely-Manor Eastern Outfall Canal storm water management facilities, including the outfall spreader lake and storm water pumping station; the platting of the property; or the County's written request for the easement dedications, whichever occurs first.

8. The developer retains the right to utilize the available fill material generated in the construction of the cooperative canals and lake work noted above at no additional cost.

9. The developer shall commit to a water quality monitoring program for the project that is in compliance with the South Florida Water Management District Environmental Resource Permit, which provides monitoring criteria and enforceable limitations. This water quality monitoring program will be developed in conjunction with and will meet the requirements of the Rookery Bay National Estuarine Research Reserve and the Conservancy of Southwest Florida Staffs.

7.7 UTILITIES

A. Water distribution, sewage collection and transmission systems shall be constructed throughout the Wentworth Estates PUD project by the developer. Potable water and sanitary sewer facilities constructed within platted rights-of-way or within dedicated County utility easements shall be conveyed to Collier County, pursuant to Collier County Ordnance 88-76, as amended, except as may be provided in Section 2.22 of this Document.

B. Upon completion of the utility facilities, they shall be tested to insure they meet Collier County utility construction requirements in effect at the time constructing plans are approved.

C. All customers connecting to the potable water and sanitary sewer system shall be customers of the County, except as may be provided in Section 2.22 of this Document.

D. The Wentworth Estates PUD Conceptual Utilities (sewer and water) Distribution Plan is shown on Exhibits "H" and "I" (JEI File No. 20023436).

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E. Irrigation for the residential and golf course will be through groundwater withdrawal permitted by the South Florida Water Management District.

7.8 ENGINEERING

Except as noted herein, all project development will occur consistent with Divisions 3.2 and 3.3, respectively, of the Land Development Code.

7.9 ENVIRONMENTAL

A. This PUD shall be consistent with the Environmental Sections of the Collier County Growth Management Plan, Conservation and Coastal Management Element and the Collier County Land Development Code in effect at the time of final development order approval

B. Environmental permitting shall be in accordance with the State of Florida Environmental Resource Permit Rules and shall be subject to review and approval by Environmental Services Staff.

C. This PUD shall comply with the guidelines and recommendations of the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWCC) regarding potential impacts to protected species on-site. A Habitat Management Plan for those protected species shall be submitted to Environmental Services Staff for review and approval prior to final site plan/construction plan approval.

D. All conservation areas shall be designated as conservation/preservation tracts or easements on all construction plans and shall be recorded on the plat with protective covenants per or similar to Section 704.06, Florida Statutes. Buffers shall be provided in accordance with Section 3.2.8.4.7.3 of the Collier County Land Development Code. Conservation easements shall be dedicated on the plat to the project homeowners' association, or like entity, for ownership and maintenance responsibility and to Collier County with no responsibility for maintenance.

E. Buffers shall be provided around wetlands extending at least fifteen (15) feet landward from the edge of wetland preserves in all places and averaging twenty-five (25) feet from the landward edge of wetlands. Where natural buffers are not possible, structural buffers shall be provided in accordance with the State of Florida Environmental Resources Permit Rules and shall be subject to review and approval by Environmental Services Staff.

F. An exotic vegetation removal, monitoring, and maintenance (exotic-free) plan for the site, with emphasis on the conservation/preservation areas, shall be submitted to Environmental Services Staff for review and approval prior to final

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plan/construction plan approval. A schedule for exotic removal within all preservation areas shall be submitted with the above-mentioned plan.

G. All Category I invasive exotic plants, as defined by the Florida Exotic Pest Plant Council, shall be removed from within preserve areas and subsequent annual removal of these plants (in perpetuity) shall be responsibility of the property owner.

H. A gopher tortoise relocation/management plan shall be submitted for review and approval at the time of final construction plan submittal. The approved language shall be included as part of the construction plans.

I. The homeowners' association documents for Wentworth Estates PUD that shall govern future operations of the association shall provide an educational program component to advise and instruct all future residents of the importance of the adjacent Rookery Bay National Estuarine Research Reserve to the local eco-system. Educational literature shall also be provided to future residents on the proper lawn and garden maintenance requirements associated with living next to the Rookery Bay National Estuarine Research Reserve. In particular, proper methods of exotic vegetation removal, mowing, pruning, burning, trapping, and pesticide/insecticide spraying, will be defined.

J. The developer shall construct wildlife-crossings across roads in appropriate areas within the PUD after consultation with the Florida Fish and Wildlife Conservation Commission.

7.10 ACCESSORY STRUCTURES

Accessory structures shall be constructed simultaneously with, or following the construction of, the principal structure except for a construction site office and model unit.

7.11 SIGNS

Unless otherwise provided herein, all signs shall be in accordance with Division 2.5 of the Land Development Code.

7.12 LANDSCAPING FOR OFF-STREET PARKING AREAS

All landscaping for off-street parking areas shall be in accordance with the Division 2.4 of the Collier County Land Development Code in effect at the time of building permit application.

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7.13 POLLING PLACES

Pursuant to Section 2.6.30 of the Land Development Code, provision shall be made for the future use of building space within common areas for the purposes of accommodating the function of an electoral polling place.

An agreement shall be recorded in the official records of the Clerk of the Circuit Court of Collier County: which agreement shall be binding upon any and all successors in interest that acquire ownership of such common areas including, but not limited to, condominium associations, homeowners' associations, or tenants' associations. This agreement shall provide for the Golf Course Clubhouse or Enrichment Center, or similar common facility, to be used for a polling place, if determined to be necessary by the Supervisor of Elections.

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TABLE 1
DEVELOPMENT STANDARDS

	(LDR) LOW DENSITY RESIDENTIAL	(MDR) MEDIUM DENSITY RESIDENTIAL	(MHDR) MEDIUM HEIGHT DENSITY RESIDENTIAL	Recreational Facilities (Clubhouse, Community Center Building, etc.)
Minimum Average Lot Area	6500 sf	2400 sf	10,000 sf	N/A
Front Yard Setback	15' ****	15' ****	25'	25'
Front Yard Setback for Side Entry Garage	10'	10'	N/A	N/A
Rear Yard Setback (Principal)	10'	5'	20'***	25'
Rear Yard Setback (Accessory)	5'	5'	10'	25'
Preserve Setback – Primary Structure	25'	25'	25'	25'
Preserve Setback – Accessory Structure	10'	10'	10'	10'
Side Yard Setback	6'	0' – 10' with minimum 10' between structures	10'***	25'
Maximum Height	Three (3) Habitable Floors or 45'	Three (3) Habitable Floors or 45'	90'**	Three (3) Floors or 55'
Min. Floor Area	750 sf	750 sf	750 sf	N/A
Min. Distance Between Principal Structures	10'	10'	30'* See Note	10'
Min. Distance Between Principal and Accessory Structures	10'	5'	10'	10'

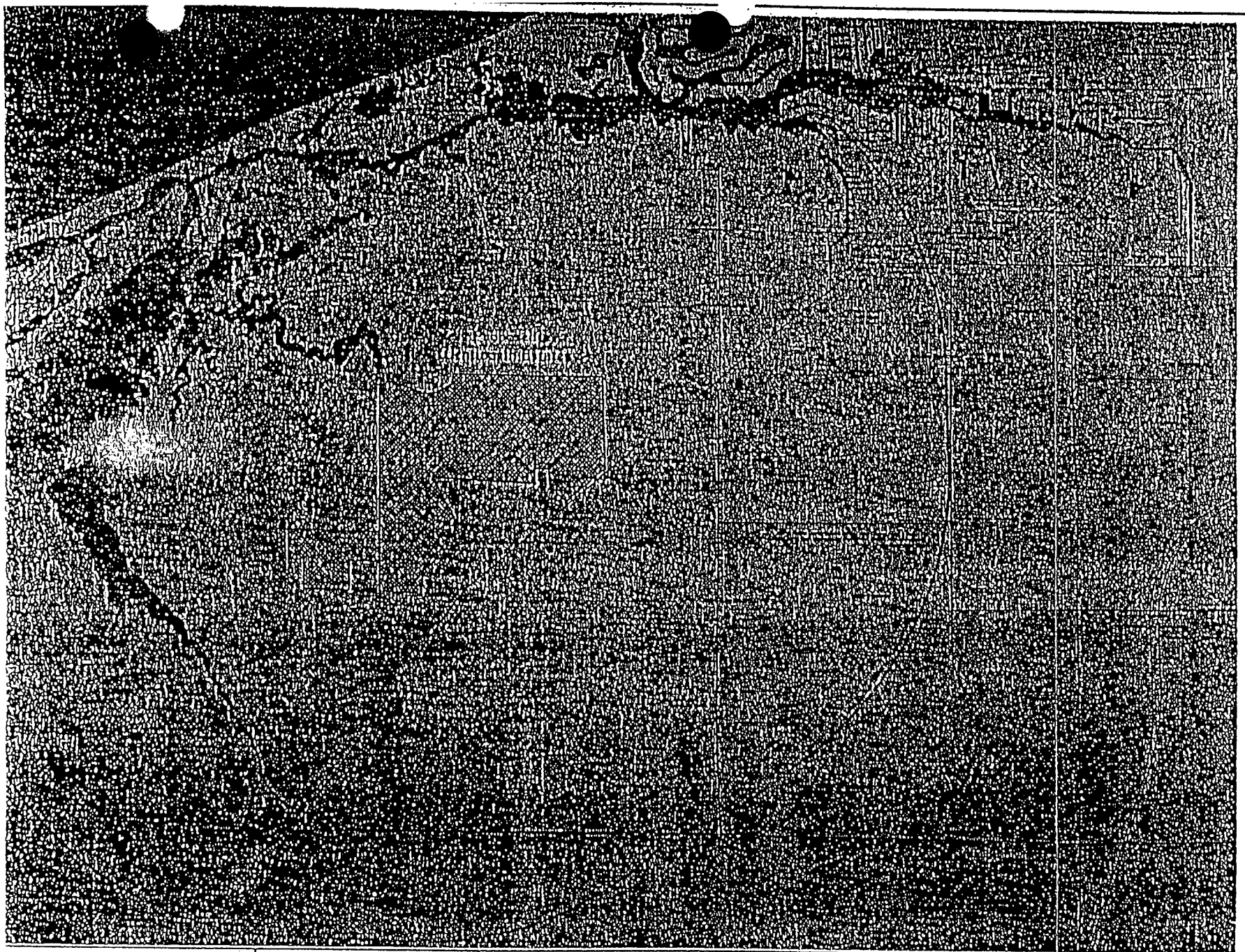
* The minimum setback for mid-rise structures shall be no less than the distance noted in Table 1 or one-half the height of the principal structure, whichever is greater.

**Maximum height limit is as defined in Section 2.2.F. of the PUD Document

***When adjacent to an LDR or MDR Tract, not less than the distance noted in Table 1 or one-half the height of the principal structure, whichever is greater.

**** Front loading garages shall have a minimum front yard setback of 23 feet.

000135



0 2000 4000
Scale In Feet

Legend

FACILITY TYPE

- AIRPORT
- CHURCH
- CLINIC
- COMMUNICATION
- CORRECTIONAL FACILITY
- ELECTRICAL
- EMERGENCY MEDICAL SERVICES
- EMERGENCY OPERATION CENTER
- FIRE STATION
- FLORIDA HIGHWAY PATROL
- GOVERNMENT
- HAZARD MATERIAL SITE
- HOSPITAL
- LANDFILL
- MUNICIPAL/PUBLIC BUILDING
- OTHER
- PARK
- POLICE DEPARTMENT
- PRIMARY REFUGE
- REFUGE OF LAST RESORT
- REPETATIVE FLOOD LOSSES
- SCHOOL
- SECONDARY REFUGE
- SEWAGE TREATMENT FACILITY
- SHELTER
- SHERIFF DEPARTMENT
- TRANSPORTATION FACILITIES
- WATER FACILITY
- WATER TREATMENT FACILITY

Wentworth Estates

Rezoning Submittal
Collier County, Florida

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
L.B. #642 & L.B. #642

Area Wide Community Services Map
Exhibit E

DATE	PROJECT	FILE NO.	SCALE	SHEET
11/27/02	20022136	20-10-26	As Shown	5

Planned Unit Development Master Plans
FOR

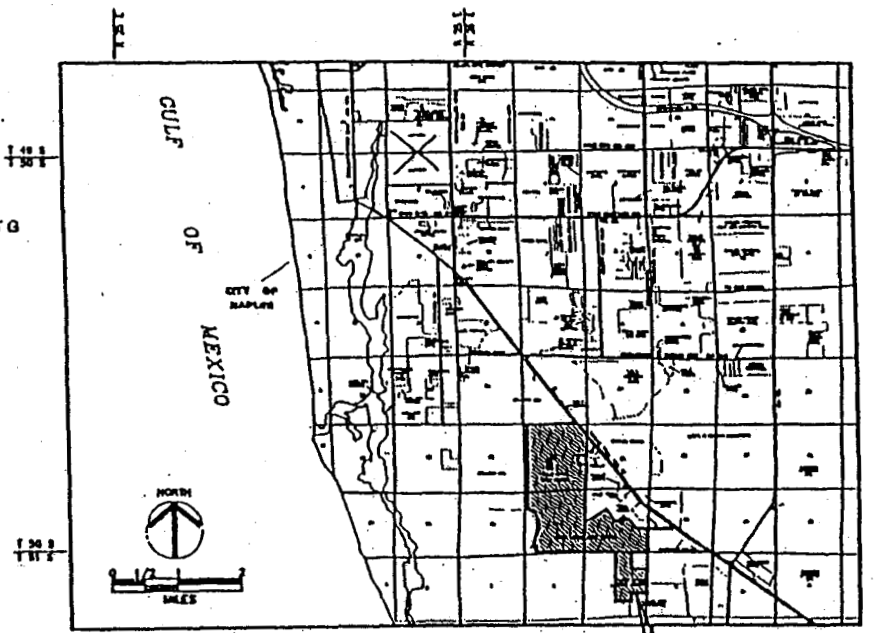
Wentworth Estates PUD

SECTIONS 29, 30, 31, & 32 TOWNSHIP 50 S., RANGE 25 E. &
SECTION 5 TOWNSHIP 51 S., RANGE 26 E.

COLLIER COUNTY, FLORIDA

Index of Plans

SET NO.	DESCRIPTION
1	COVER SHEET - EXHIBIT A
2	AREA WIDE COMMUNITY SERVICES MAP - EXHIBIT E
3	AERIAL MAP - EXHIBIT F
4	TOPOGRAPHIC MAP - EXHIBIT D
5	BOUNDARY SKETCH - EXHIBIT B
6-7	EXISTING CONDITIONS MAP - EXHIBIT C
8-9-9A-9B	PUD MASTER PLAN - EXHIBIT J
10-14	PRELIMINARY DRAINAGE PLANS AND DETAILS - EXHIBIT G
15-18	PRELIMINARY WATER PLANS - EXHIBIT I
19-22	PRELIMINARY SEWER PLANS - EXHIBIT H
23-31	BALD EAGLE MANAGEMENT PLANS - EXHIBIT K



LOCATION MAP



DECEMBER 2002
APRIL 2003

Owner/Developer

V. K. DEVELOPMENT CORPORATION
19275 W. CAPITAL DRIVE
BROOKFIELD, WISCONSIN 53045
PHONE: (262) 790-6000
FAX: (262) 790-6010

Collier County Folio Nos.

00439560001, 00439600206, 00439640206, 00439640109, 00439800101, 00439800305, 00440120003, 00439660004, 00439760005, 00730720003, 00730640002

County Commissioners

District 1 - Donna Fiala
District 2 - Frank Halas
District 3 - Tom Henning
District 4 - Fred Coyle
District 5 - Jim Coletta

JOHNSON ENGINEERING
2300 Stanford Court
Naples, Florida 34112
Phone: (941) 434-8333
Fax: (941) 434-8370

SHEET 1

000136



0 300 600 1200
SCALE IN FEET

NOTE:
Aerial Photography from Collier County Property Appraiser's Office. Dated: January 2002.

REVISIONS

Wentworth Estates

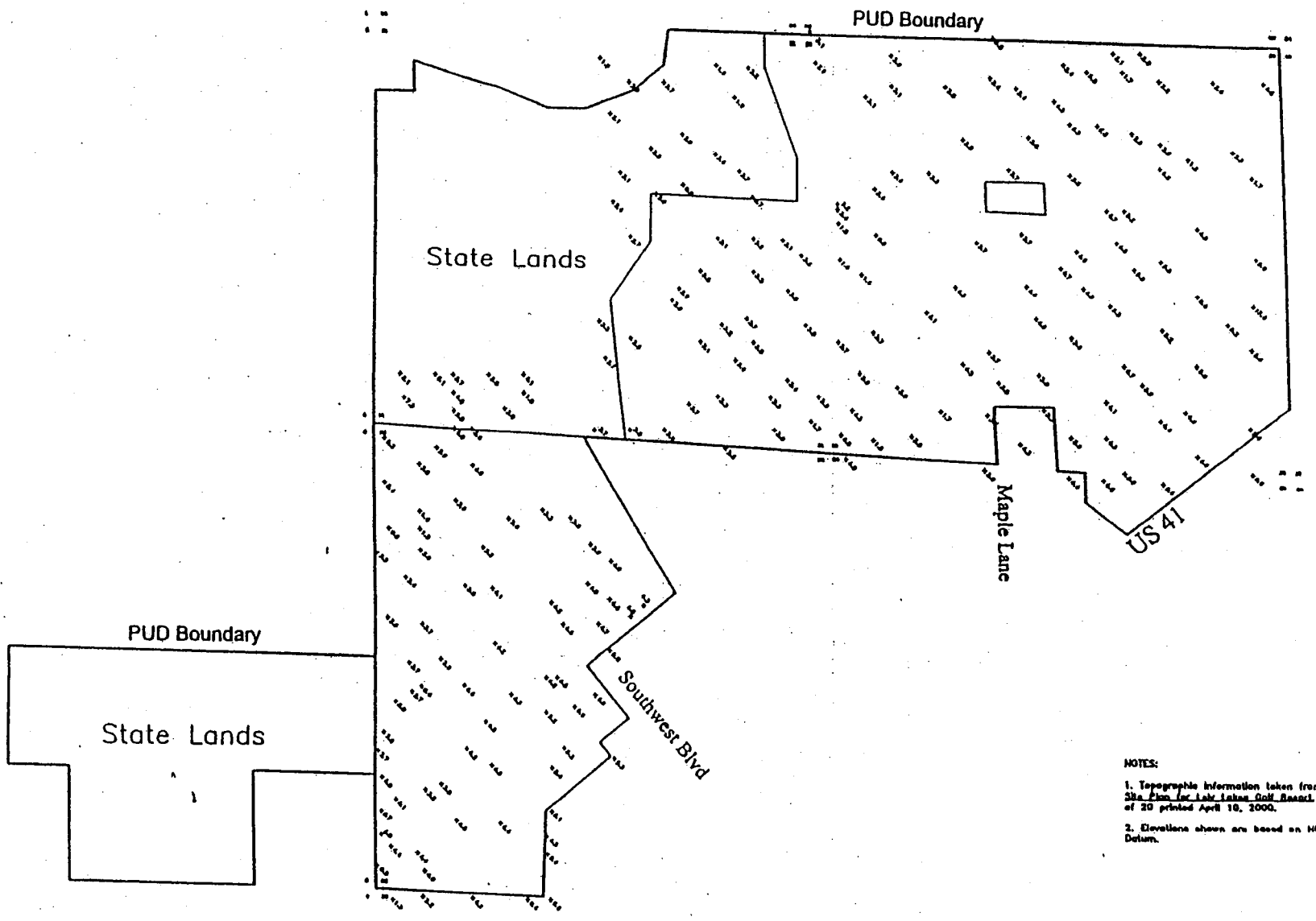
V. K. DEVELOPMENT CO.

JOHNSON ENGINEERING

8196 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642

Aerial Map
Exhibit F

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/27/02	20023434		As Shown	3



NOTES:

1. Topographic information taken from Wilson-Miller Site Plan for Lely Lakes Golf Resort, sheets 7,8,9 of 20 printed April 10, 2000.

2. Elevations shown are based on NGVD 1929 Datum.

REVISIONS

Wentworth Estates

Rezoning Submittal
Collier County, Florida

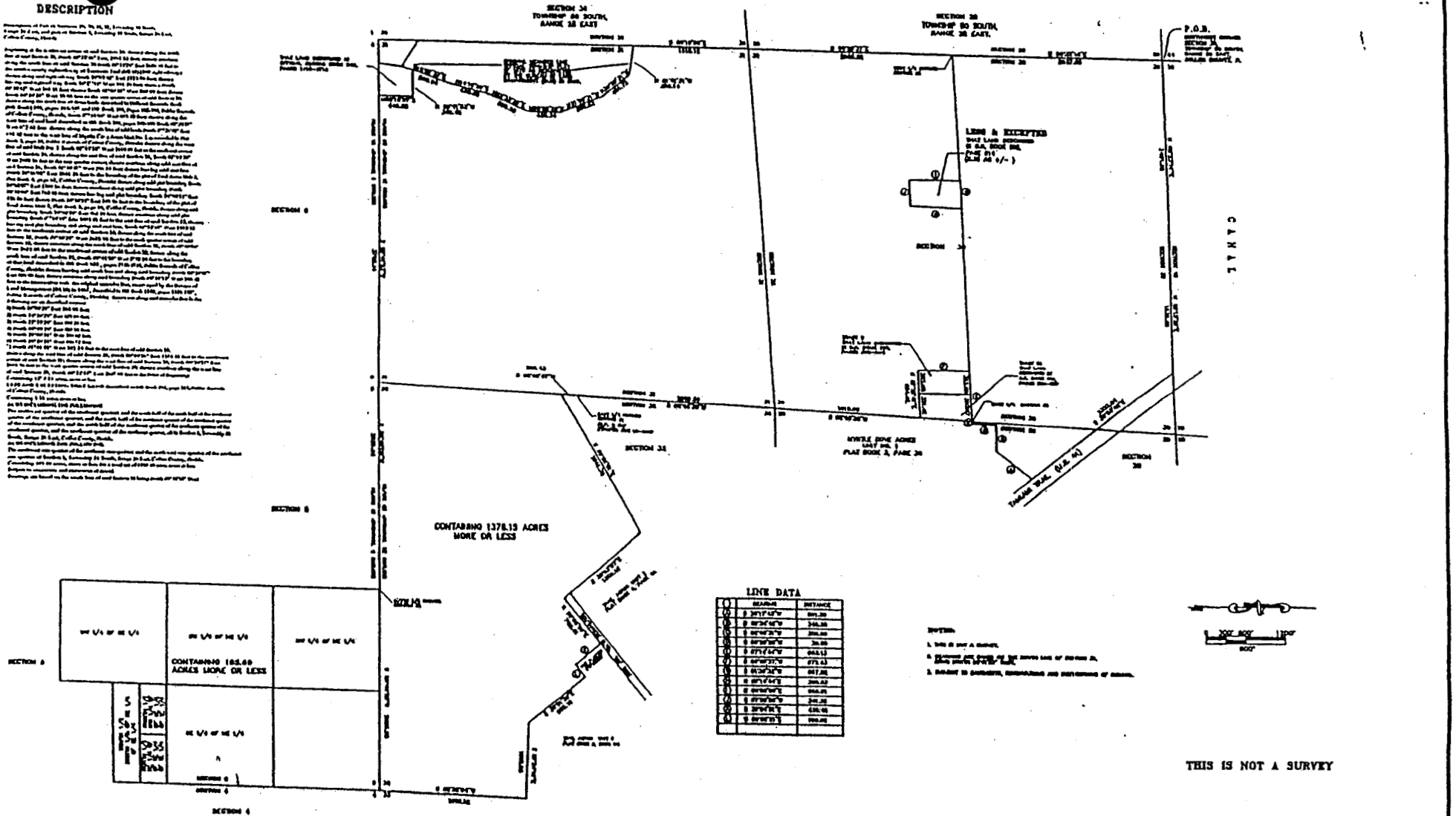
JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
C.A. #642

Topographic Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/27/02	20023434	30-50-26	As Shown	4

DESCRIPTION



LINE DATA

SEGMENT	DISTANCE
1	991.39
2	348.58
3	306.66
4	36.00
5	677.64
6	643.12
7	675.42
8	867.86
9	306.82
10	666.85
11	241.36
12	436.46
13	306.66

THIS IS NOT A SURVEY

BEING PART OF SECTIONS 25, 30, 31 AND 36, TOWNSHIP 50 SOUTH, RANGE 26 EAST AND PART OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

NAME
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5345

DATE SIGNED
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Wentworth Estates

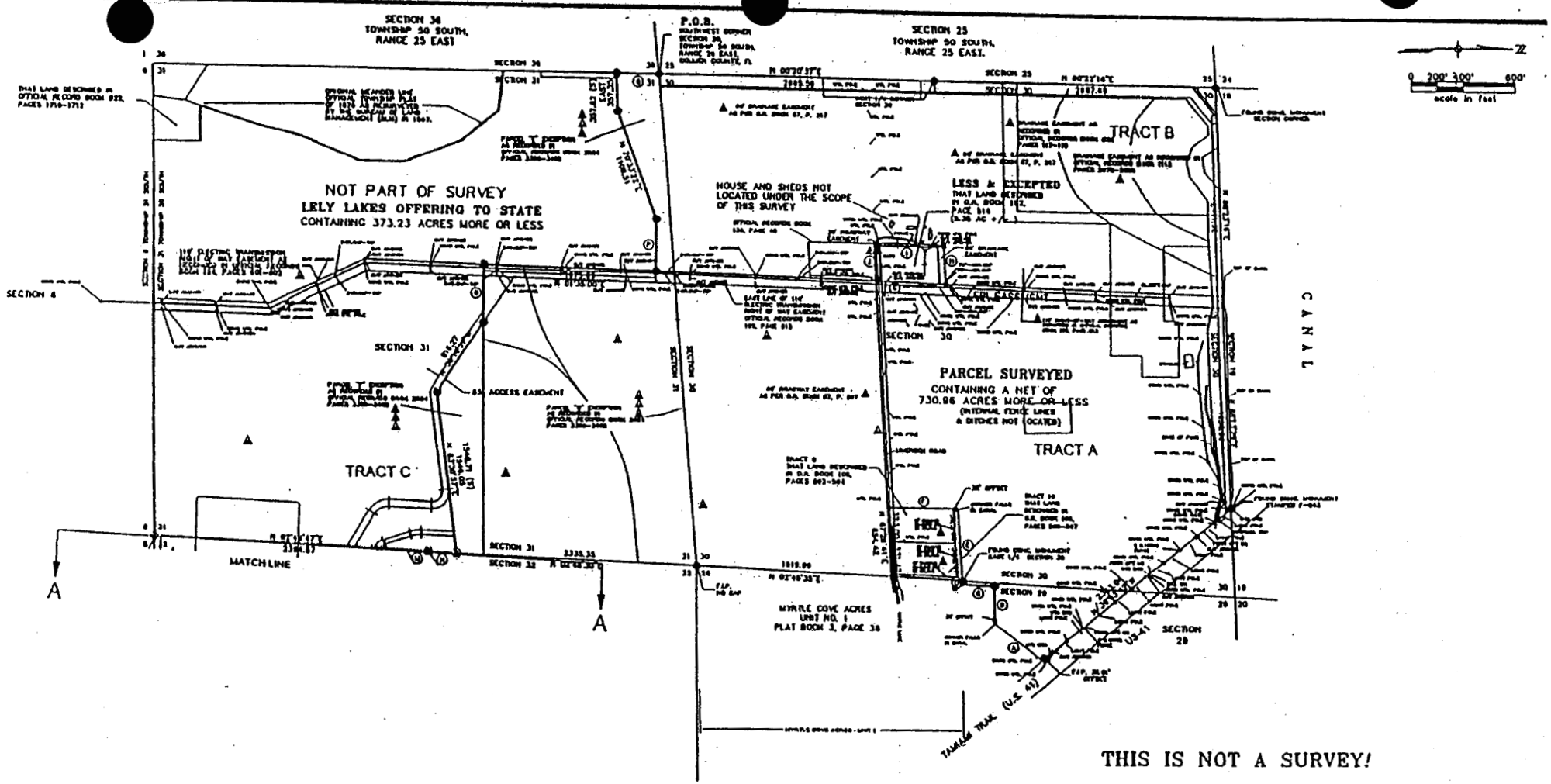
Section 36, Township 50S, Range 26E
Collier County, Florida

JOHNSON ENGINEERING

3360 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-6333
FAX (239) 434-6338
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
WENTWORTH ESTATES
EXHIBIT B

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/27/2002	20013430	36-50-26	1"=800'	1



LINE DATA

	BEARING	DISTANCE
L1	N 39°17'53"E	201.36
L2	N 89°24'15"W	349.00
L3	N 00°40'25"E	300.09
L4	N 89°28'36"E	30.00
L5	S 00°31'24"E	663.13
L6	N 89°28'36"E	672.03
L7	N 89°28'36"E	663.00
L8	N 00°31'24"W	304.63
L9	N 89°28'36"E	663.31
L10	N 00°35'36"E	341.38
L11	N 39°40'51"W	436.46
L12	N 89°28'36"E	100.00
L13	N 00°40'25"E	304.63

LINE DATA

	BEARING	DISTANCE
L1	N 00°40'25"E	374.51
L2	N 00°29'10"E	300.00
L3	N 00°27'10"E	300.31
L4	S 00°31'24"E	412.30

REVISIONS		

Wentworth Estates

V.K. DEVELOPMENT

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-0330
C.A. #642 & L.B. #642

EXISTING CONDITIONS MAP
EXHIBIT C

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/06/02	20023436	30-36-25	As Shown	6

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 30, BEING SOUTH 00°39'37" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET " AND DECIMALS THEREOF.
BEARINGS ALONG CURVED LINES = RADIAL L = ARC LENGTH
CD = CHORD DISTANCE, T = TANGENT, B = BEARING, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LAKE SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FEATURES, POND SOUNDINGS AND STAGES FROM NONE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. OR ELEV. = ELEVATION
℄ = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.E.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
I.R.S. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN
F.I.P.C. = FOUND IRON PIN WITH CAP STAMPED INT LB-0437
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
E.O.P. = EDGE OF PAVEMENT
T.O.B. = TOP OF BANK
T.O.S. = TOP OF SLOPES
D.H. = DRILL HOLE
W.M.H. = MANHOLE, P.P. = POWER POLE, L.P. = LIGHT POLE
M.H. = MANHOLE, F/H = FIRE HYDRANT, C.B. = CATCH BASIN.
SCR. = SCREENING
P.R. MAR. = PARKER RYNSON MAG
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
P.V.C. = POLY VINYL CHLORIDE
C.M.P. = CORRUGATED METAL PIPE

SECTION 8

SECTION 5

SECTION 4

SECTION 31

SECTION 32

MATCH LINE

P.O.B.
SOUTHWEST CORNER
SECTION 31,
TOWNSHIP 50 SOUTH,
RANGE 26 EAST,
COLLIER COUNTY, FL.

TRACT D

PARCEL SURVEYED
CONTAINING 313.76 ACRES
MORE OR LESS
(INTERNAL FENCES & DITCHES NOT LOCATED)

NOT PART OF SURVEY

NW 1/4 OF NE 1/4

SW 1/4 OF NE 1/4

NW 1/4 OF NE 1/4.

LELY LAKES OFFERING TO STATE
CONTAINING 185.88
ACRES MORE OR LESS
(NOT SURVEYED)

SE 1/4 OF NE 1/4

66' PROPOSED ACCESS EASEMENT

LINE DATA

	BEARING	DISTANCE
(1)	S 39°17'45"E	641.30
(2)	S 89°34'48"W	344.55
(3)	S 00°39'37"E	266.09
(4)	S 00°39'37"E	30.00
(5)	S 89°34'48"W	883.13
(6)	S 00°39'37"E	673.63
(7)	S 00°39'37"E	647.60
(8)	S 89°34'48"W	364.83
(9)	S 00°39'37"E	643.01
(10)	S 89°34'48"W	341.39
(11)	S 39°17'45"E	438.48
(12)	S 89°34'48"W	195.00
(13)	S 00°39'37"E	304.43

LINE DATA

	BEARING	DISTANCE
(1)	S 00°39'37"E	271.35
(2)	S 89°34'48"W	666.00
(3)	S 89°34'48"W	666.35
(4)	S 00°39'37"E	113.35

THIS IS NOT A SURVEY!

REVISIONS		

Wentworth Estates

V.K. DEVELOPMENT

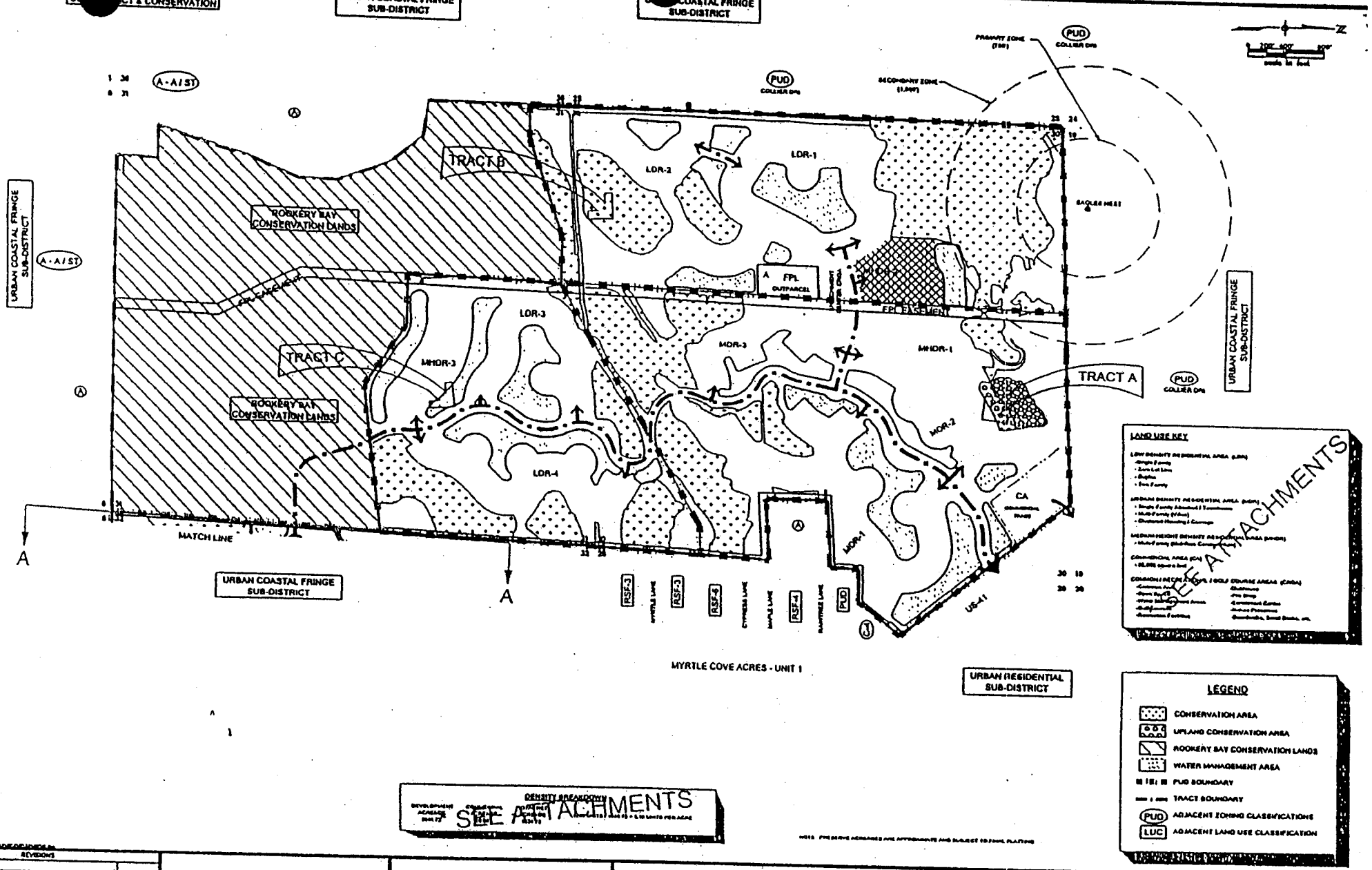
JOHNSON ENGINEERING

2390 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-8333
FAX (239) 434-8330
C.A. #642 & L.B. #642

EXISTING CONDITIONS MAP
EXHIBIT C

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/08/03	00023436	30-50-25	As Shown	7

000142

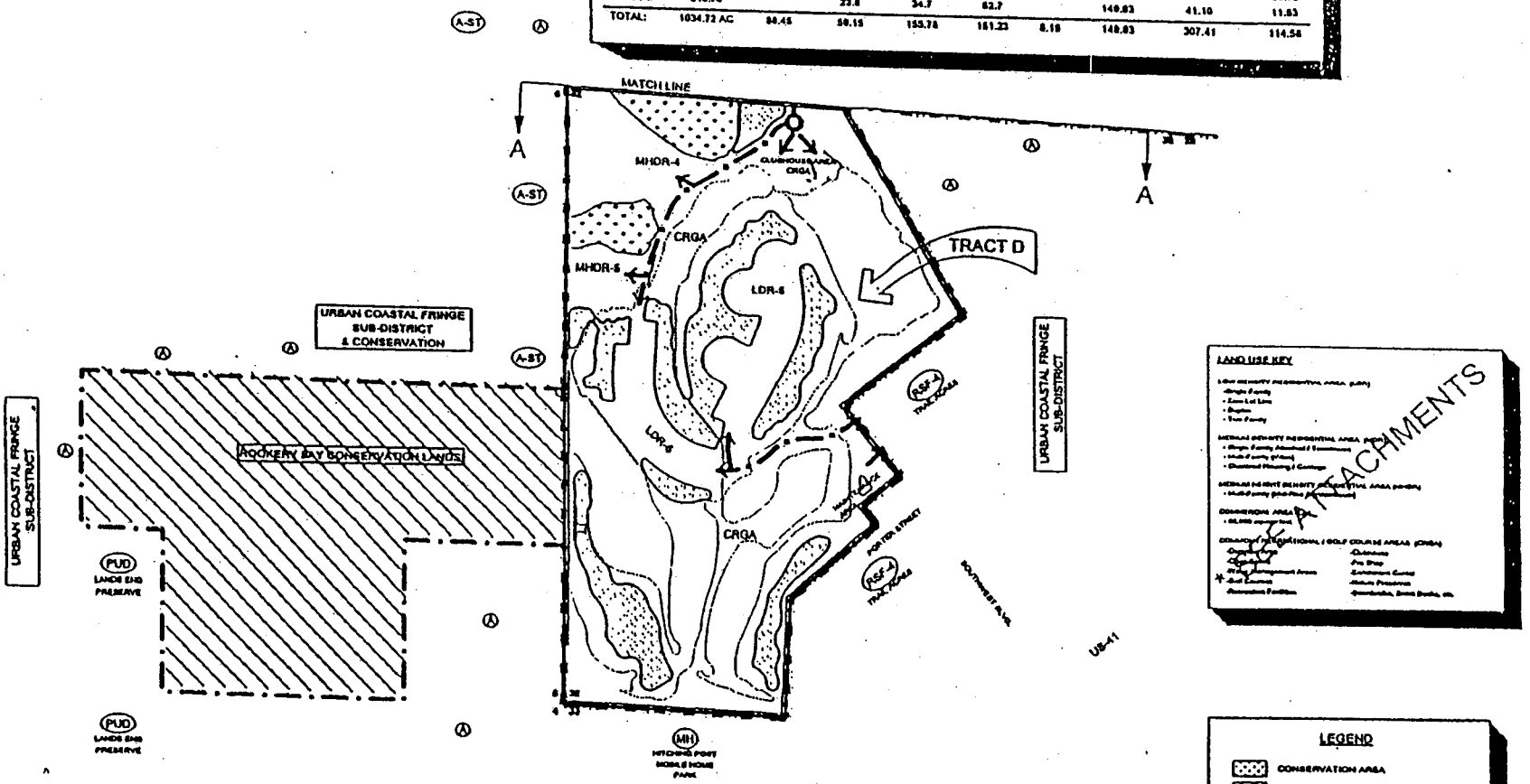


REVISIONS	Wentworth Estates	V. K. DEVELOPMENT	JOHNSON ENGINEERING		PUD MASTER PLAN EXHIBIT J

000143

WENTWORTH ESTATES
ACREAGE BREAKDOWN

DEVELOPMENT TRACT	ACRES	MDR	MHDR	LDR	LAKE	CLUB	GOLF COURSE	PRESERVE	OPEN
TRACT A	267.71	60.43	14.98		36.89	8.09		97.62	41.68
TRACT B	253.72		1.36	88.11	28.66	2.1		118.86	34.56
TRACT C	179.83		16.99	61.07	32.06			48.83	20.79
TRACT D	313.76		23.8	34.7	62.7		148.83	41.10	11.63
TOTAL:	1034.72 AC	60.43	56.15	183.78	161.23	8.19	148.83	307.41	114.56



LAND USE KEY

LEGEND

- CONSERVATION AREA
- UPLAND CONSERVATION AREA
- ROOKERY BAY CONSERVATION LANDS
- WATER MANAGEMENT AREA
- PUD BOUNDARY
- TRACT BOUNDARY
- (PUD) ADJACENT ZONING CLASSIFICATIONS
- (LUC) ADJACENT LAND USE CLASSIFICATION

NOTE: PRESERVE ACREAGES ARE APPROXIMATE AND SUBJECT TO FINAL PLATTING

PER ATTACHMENT A

ATTACHMENTS

REVISIONS

Wentworth Estates

V. K. DEVELOPMENT

JOHNSON ENGINEERING

2330 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-8333
FAX (239) 434-8336
C.A. #642 & L.B. #642

Christopher G. Bellows, P.E.

PUD MASTER PLAN
EXHIBIT J

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/02	20023436	30-50-26	As Shown	8

000144

LAND USE KEY

LOW DENSITY RESIDENTIAL AREA (LDR)
- -Single Family
- - Zero Lot Line
- - Duplex
- - Two Family

MEDIUM DENSITY RESIDENTIAL AREA (MDR)
- - Single Family Attached / Townhouse
- - Multi-Family (Villas)
- - Clustered Housing / Carriage

MEDIUM HEIGHT DENSITY RESIDENTIAL AREA (MHDR)
- - Multi-Family (Mid-Rise Condominium)

COMMERCIAL AREA (CA)
- - 85,000 square feet

COMMON / RECREATIONAL / GOLF COURSE AREAS (CRGA)

-Common Area	-Clubhouse
-Open Space	-Pro Shop
-Water Management Areas	-Enrichment Center
-Golf Courses	-Nature Preserves
-Recreation Facilities	-Boardwalks, Small Docks, etc.

DENSITY BREAKDOWN

DEVELOPMENT ACREAGE	-	COMMERCIAL ACREAGE	=	TOTAL NET ACREAGE	
1044.72		10.00		1034.72	1200 UNITS / 1034.72 = 1.16 UNITS PER ACRE

WENTWORTH ESTATES
ACREAGE BREAKDOWN

DEVELOPMENT TRACT	ACRES	MDR	MHDR	LDR	LAKE	CLUB	GOLF COURSE	PRESERVE	OPEN
TRACT A	287.71	88.45	14.98		38.89	6.09		97.62	41.68
TRACT B	253.72		1.38	69.11	26.69	2.1		119.86	34.58
TRACT C	179.53		18.99	51.97	32.95			46.83	28.79
TRACT D	313.76		23.8	34.7	52.7		149.93	41.10	11.53
TOTAL:	1034.72 AC	88.45	59.15	155.78	151.23	8.19	149.93	307.41	114.58

REVISIONS		Wentworth Estates	V. K. DEVELOPMENT	JOHNSON ENGINEERING	2330 STANFORD COURT NAPLES, FLORIDA 34112 PHONE (239) 434-8333 FAX (239) 434-9338 C.A. #642 & L.B. #642	PUD MASTER PLAN ATTACHMENTS EXHIBIT J	
						DATE 12/06/02	PROJECT NO. 20023436

UD MASTER PLAN NOTES:

THE WENTWORTH ESTATES PUD PROPERTY IS CURRENTLY ZONED PUD ELY LAKES GOLF RESORT PUD - ORDINANCE NO. 88-85). THE PROPERTY IS)CATED IN THE URBAN COASTAL FRINGE SUB-DISTRICT FUTURE LAND USE ESIGNATION ACCORDING TO THE FUTURE LAND USE MAP ADOPTED AS \RT OF THE FUTURE LAND USE ELEMENT OF THE COLLIER COUNTY ROWTH MANAGEMENT PLAN AS AMENDED ON MAY 14, 2002 BY ORDINANCE). 2002-24. THE URBAN COASTAL FRINGE SUB-DISTRICT ALLOWS UP TO)UR UNITS PER ACRE AT THIS LOCATION.

THE PUD AMENDMENT REQUEST FOR "WENTWORTH ESTATES PUD" IS ON HOSE SAME LANDS CURRENTLY ZONED AND KNOWN AS "LELY LAKES GOLF ESORT PUD". IT IS THE INTENT OF THE PUD AMENDMENT REQUEST TO ESCIND AND REPEAL THE LELY LAKES GOLF RESORT PUD ORDINANCE,)RDINANCE NO. 88-85), IN ITS ENTIRETY AND REPLACE IT WITH THE VENTWORTH ESTATES PUD ORDINANCE "SUBMITTED WITH THE MENDMENT REQUEST. UPON APPROVAL OF THE "WENTWORTH ESTATES JD ORDINANCE, "THE LELY LAKES GOLF RESORT PUD ORDINANCE)RDINANCE NO. 88-85) SHALL BECOME NULL AND VOID, UNTIL SUCH TIME AS HE WENTWORTH ESTATES PUD ORDINANCE IS APPROVED, THE LELY LAKES OLF RESORT PUD SHALL CONTINUE IN FULL FORCE IN ACCORDANCE WITH HE TERMS OF ORDINANCE NO. 88-85.

ALL LAND USE AND DEVELOPMENT CALCULATIONS REFERENCED HEREIN RE BASED ON DEVELOPMENT TRACTS A, B, C, AND D ONLY. THESE TRACTS O NOT INCLUDE AREA DESIGNATED AS "ROOKERY BAY CONSERVATION \NDS.

OPEN SPACE IS UNOCCUPIED SPACE WHICH IS NOT USED FOR BUILDING R STRUCTURES AND WHICH IS OPEN TO THE SKY. ON IMPROVED LOTS, PEN SPACE IS THE AREA BETWEEN AND AROUND STRUCTURES, INCLUDING ECREATION AREA.

THE FACILITIES AND IMPROVEMENTS SHOWN ON THE PUD MASTER PLANS HALL BE CONSIDERED CONCEPTUAL IN NATURE. UPON APPROVAL THE PUD RDINANCE WILL RESERVE AND PROTECT THE OWNERS RIGHTS TO EVELOP THE SITE AS DEPICTED ON THE PUD MASTER PLAN.

. THE DESIGN, LOCATION, AND CONFIGURATION OF THE LAND AND UILDING IMPROVEMENTS SHALL BE DEFINED AT THE TIME OF EITHER RELIMINARY SUBDIVISION PLAT APPROVAL OR CONSTRUCTION PLANS AND LAT APPROVAL. THEY MAY VARY FROM SITE LOCATIONS SHOWN ON THIS LAN.

. ALL COMMON OPEN SPACE, WATER MANAGEMENT AREAS AND ROADWAYS VILL BE OWNED, OPERATED & MAINTAINED BY WENTWORTH ESTATES IOMEOWNERS ASSOCIATION.

. TOTAL NUMBER OF DWELLING UNITS WITHIN THE PROJECT IS LIMITED TO A AXIMUM OF 1200 UNITS.

. THE TOTAL AMOUNT OF COMMERCIAL SQUARE FOOTAGE ALLOWED VITHIN THE COMMERCIAL AREA (CA) SHALL NOT EXCEED 85,000 SQUARE EET.

10. COMMERCIAL AND /OR SERVICE USES WHICH ARE TYPICALLY PART OF AND ANCILLARY TO GOLF COURSE DEVELOPMENTS OR SECONDARY RECREATIONAL FACILITIES SHALL BE ALLOWED IN THE CRGA AREAS OF THE PROJECT.

11. PORTIONS OF THE LANDSCAPE BUFFER EASEMENT MAY BE USED FOR WATER MANAGEMENT AREA IN ACCORDANCE WITH THE COLLIER COUNTY LAND DEVELOPMENT CODE REQUIREMENTS.

12. THE DESIGN AND PERMITTING OF ALL IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF TAMIAMI TRAIL EAST, U.S. HIGHWAY 41 (S.R. 45) SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

13. THEREFORE, THE NET REQUEST ON DENSITY RESULTING FROM THE WENTWORTH ESTATES PUD PROJECT IS 1200 UNITS ON 1044.72 ACRES.(LESS 10.00 ACRES COMMERCIAL = 1034.72 TOTAL NET ACRES) THE NET RESULT OF WHICH IS 1.16 UNITS PER ACRE.

14. ALL LOTS AND PARCELS SHALL MEET THE MINIMUM LANDSCAPE AND BUFFER REQUIREMENTS OF THE COLLIER COUNTY LAND DEVELOPMENT CODE.

15. ALL UTILITIES REQUIRED BY THE PROJECT WILL BE CONSTRUCTED BY THE DEVELOPER AND CONVEYED TO COLLIER COUNTY, SUBJECT TO ACCEPTANCE BY THE COUNTY COMMISSION.

16. ALL APPROPRIATE EASEMENTS FOR UTILITY EXTENSIONS AND CONSTRUCTION SHALL BE GRANTED TO APPLICABLE PARTIES.

17. ALL ROADS AND RIGHTS-OF-WAY WITHIN THE DEVELOPMENT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE COLLIER COUNTY LAND DEVELOPMENT CODE REQUIREMENTS.

18. THE HOMEOWNERS ASSOCIATION DOCUMENTS FOR WENTWORTH ESTATES THAT SHALL GOVERN FUTURE OPERATIONS OF THE ASSOCIATION SHALL PROVIDE AN EDUCATIONAL PROGRAM COMPONENT TO ADVISE AND INSTRUCT ALL FUTURE RESIDENTS OF THE IMPORTANCE OF THE ADJACENT ROOKERY BAY PRESERVE LANDS TO THE LOCAL ECO-SYSTEM. EDUCATIONAL LITERATURE SHALL ALSO BE PROVIDED TO FUTURE RESIDENTS ON THE PROPER LAWN AND GARDEN MAINTENANCE REQUIREMENTS ASSOCIATED WITH LIVING NEXT TO THE NATIONAL ESTURINE PRESERVE. IN PARTICULAR, PROPER METHODS IN EXOTIC VEGETATION REMOVAL, MOWING, PRUNING, BURNING, TRAPPING, AND PESTICIDE/INSECTICIDE SPRAYING, WILL BE DEFINED.

19. WITHIN THE WENTWORTH ESTATES PUD, A 60% MINIMUM OPEN SPACE WILL BE ACHIEVED OVER THE WHOLE DEVELOPMENT. A MINIMUM OF 25% OF NATIVE VEGETATION SHALL BE RETAINED ON-SITE, TO INCLUDE LANDSCAPE BUFFERS, WETLAND PRESERVES AND UNIQUE UPLAND PRESERVES IN ACCORDANCE WITH THE COLLIER COUNTY LAND DEVELOPMENT CODE PRESERVATION SECTION (3.9.5.5.6.)

LAND USE KEY

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- -Single Family
- - Zero Lot Line
- - Duplex
- - Two Family

MEDIUM DENSITY RESIDENTIAL AREA (MDR)
- - Single Family Attached / Townhouse
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MEDIUM HEIGHT DENSITY RESIDENTIAL AREA (MHDR)
- - Multi-Family (Mid-Rise Condominium)

COMMERCIAL AREA (CA)
- - 85,000 square feet

COMMON / RECREATIONAL / GOLF COURSE AREAS (CRGA)

-Common Area	-Clubhouse
-Open Space	-Pro Shop
-Water Management Areas	-Enrichment Center
-Golf Courses	-Nature Preserves
-Recreation Facilities	-Boardwalks, Small Docks, etc.

REVISIONS

Wentworth Estates

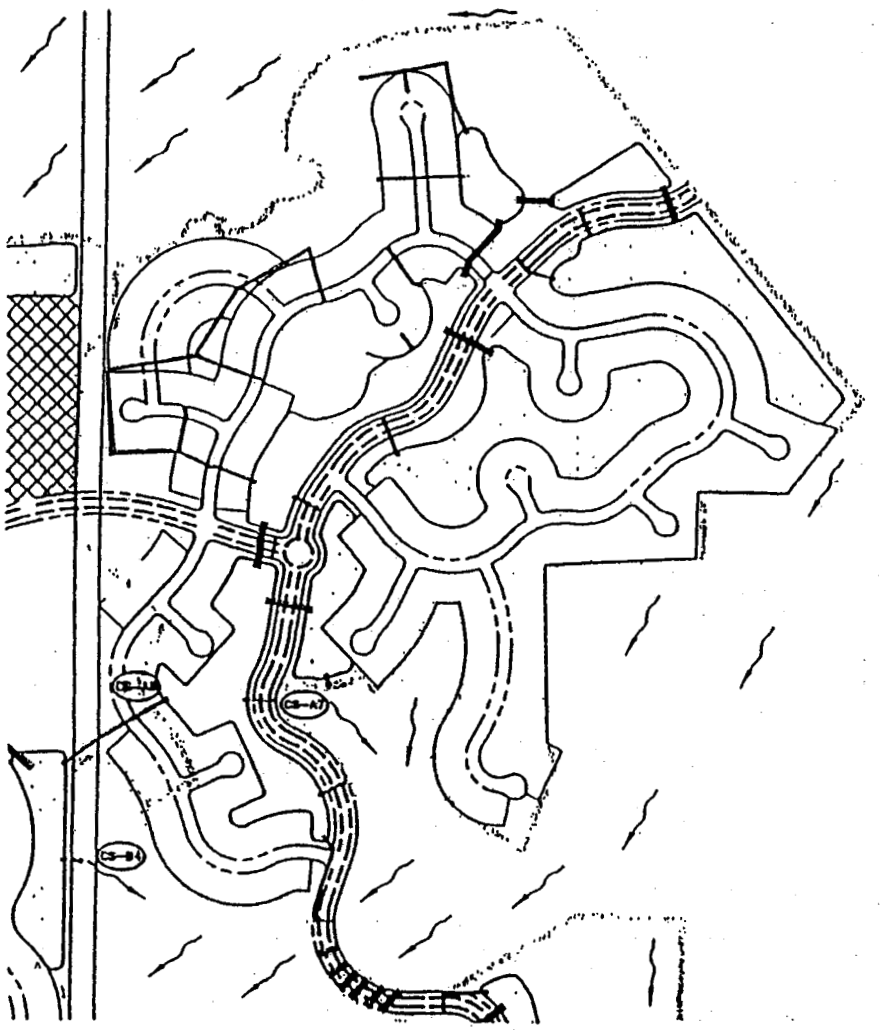
V. K. DEVELOPMENT

JOHNSON ENGINEERING

3330 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-8333
FAX (239) 434-9220
C.A. #642 & L.A. #642

PUD MASTER PLAN ATTACHMENTS
EXHIBIT J

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/02	20023436	30-20-26	As Shown	99



N

0 150 300 600
SCALE IN FEET

LEGEND	
BASIN BOUNDARY	
BOULEVARD	
RESIDENTIAL STREET	
MINOR DRAINAGE PIPE	
MAJOR DRAINAGE PIPE	
CONTROL STRUCTURES	CS-#
OVERLAND FLOW	
CONTROL ELEV. = 3.50 (FT. NGVD)	

BUILDING	32.7	ACRES
ROADS/PARKING/SIDEWALK	41.7	ACRES
LAKE	38.8	ACRES
PERVIOUS	39.4	ACRES
PRESERVE	6.0	ACRES
TOTAL	158.6	ACRES

IMPERVIOUS AREA IS THE SUM OF THE BUILDING AND THE ROADS/PARKING/SIDEWALK AREAS.

GROUNDWATER RECHARGE AREA IS THE SUM OF THE LAKE, PERVIOUS AND PRESERVE AREAS.

PERCENT OF GROUNDWATER RECHARGE AREA IS 84.2/158.6 = 53.1 %

AREA I

REVISIONS	

Wentworth Estates

V.K. DEVELOPMENT

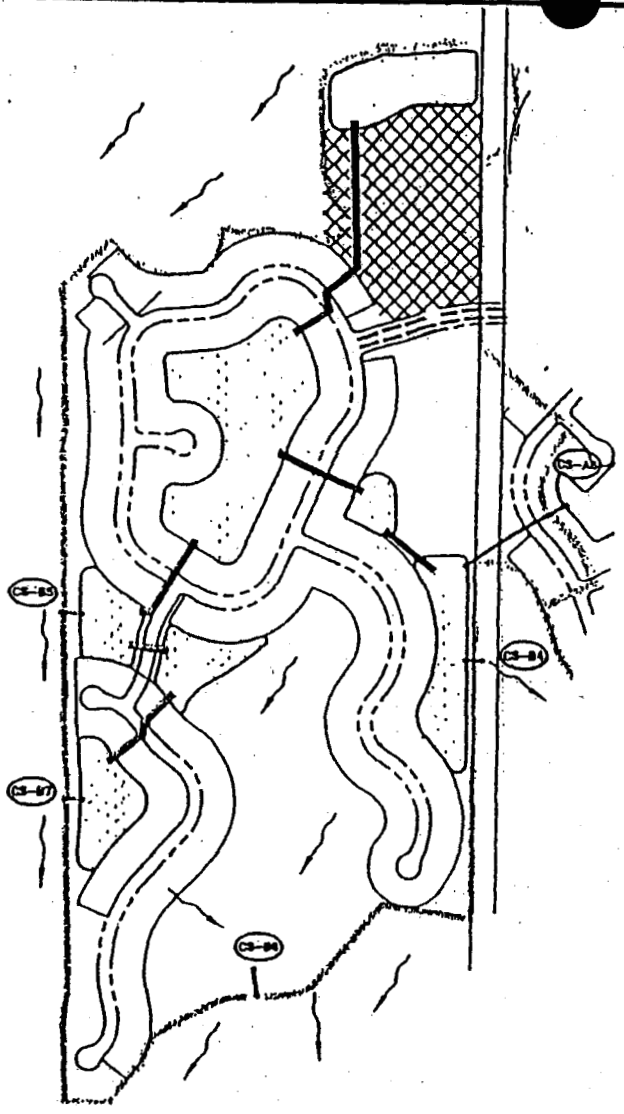
JOHNSON ENGINEERING

2340 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-6333
FAX (239) 435-6320
E.B. #642 & L.B. #642

PRELIMINARY DRAINAGE PLANS & DETAILS
EXHIBIT G

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/02	20023436	30-80-25	As Shown	10

000147





LEGEND
BASIN BOUNDARY
BOULEVARD
RESIDENTIAL STREET
DRAINAGE PIPE
LAKE INTERCONNECT
CONTROL STRUCTURES (CS-#)
OVERLAND FLOW
CONTROL ELEV. = 3.50 (FT. NGVD)

BUILDING	46.7	ACRES
ROADS/PARKING/SIDEWALK	49.4	ACRES
LAKE	26.7	ACRES
PERVIOUS	48.7	ACRES
PRESERVE	30.8	ACRES
TOTAL	202.3	ACRES

IMPERVIOUS AREA IS THE SUM OF THE BUILDING AND THE ROADS/PARKING/SIDEWALK AREAS.

GROUNDWATER RECHARGE AREA IS THE SUM OF THE LAKE, PERVIOUS AND PRESERVE AREAS.

PERCENT OF GROUNDWATER RECHARGE AREA IS 104.2/202.3 = 52.6 %

AREA 2

REVISIONS	

Wentworth Estates

V.K. DEVELOPMENT

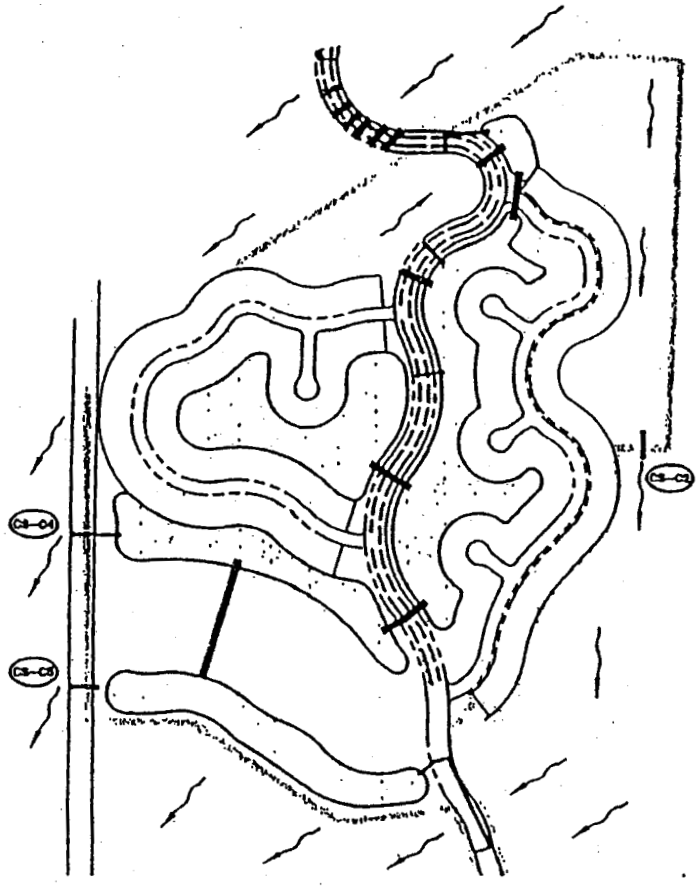
JOHNSON ENGINEERING

3346 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-6333
FAX (239) 434-6338
C.A. #643 & L.B. #643

Christopher L. Reiss, P.E.
Cert. No. 39849

PRELIMINARY DRAINAGE
PLANS & DETAILS
EXHIBIT G

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/04/02	00033430	30-00-20	As Shown	11



N

0 150 300 600
SCALE IN FEET

LEGEND	
BASIN BOUNDARY	
BOULEVARD	
RESIDENTIAL STREET	
DRAINAGE PIPE	
LAKE INTERCONNECT	
CONTROL STRUCTURES	CS-#
OVERLAND FLOW	
CONTROL ELEV. = 3.50 (FT. NGVD)	

BUILDING	29.4	ACRES
ROADS/PARKING/SIDEWALK	34.8	ACRES
LAKE	33.0	ACRES
PERVIOUS	29.3	ACRES
PRESERVE	20.4	ACRES
TOTAL	151.8	ACRES

IMPERVIOUS AREA IS THE SUM OF THE BUILDING AND THE ROADS/PARKING/SIDEWALK AREAS.

GROUNDWATER RECHARGE AREA IS THE SUM OF THE LAKE, PERVIOUS AND PRESERVE AREAS.

PERCENT OF GROUNDWATER RECHARGE AREA IS 87.9/151.8 = 57.9 %

AREA 3

REVISIONS	

Wentworth Estates

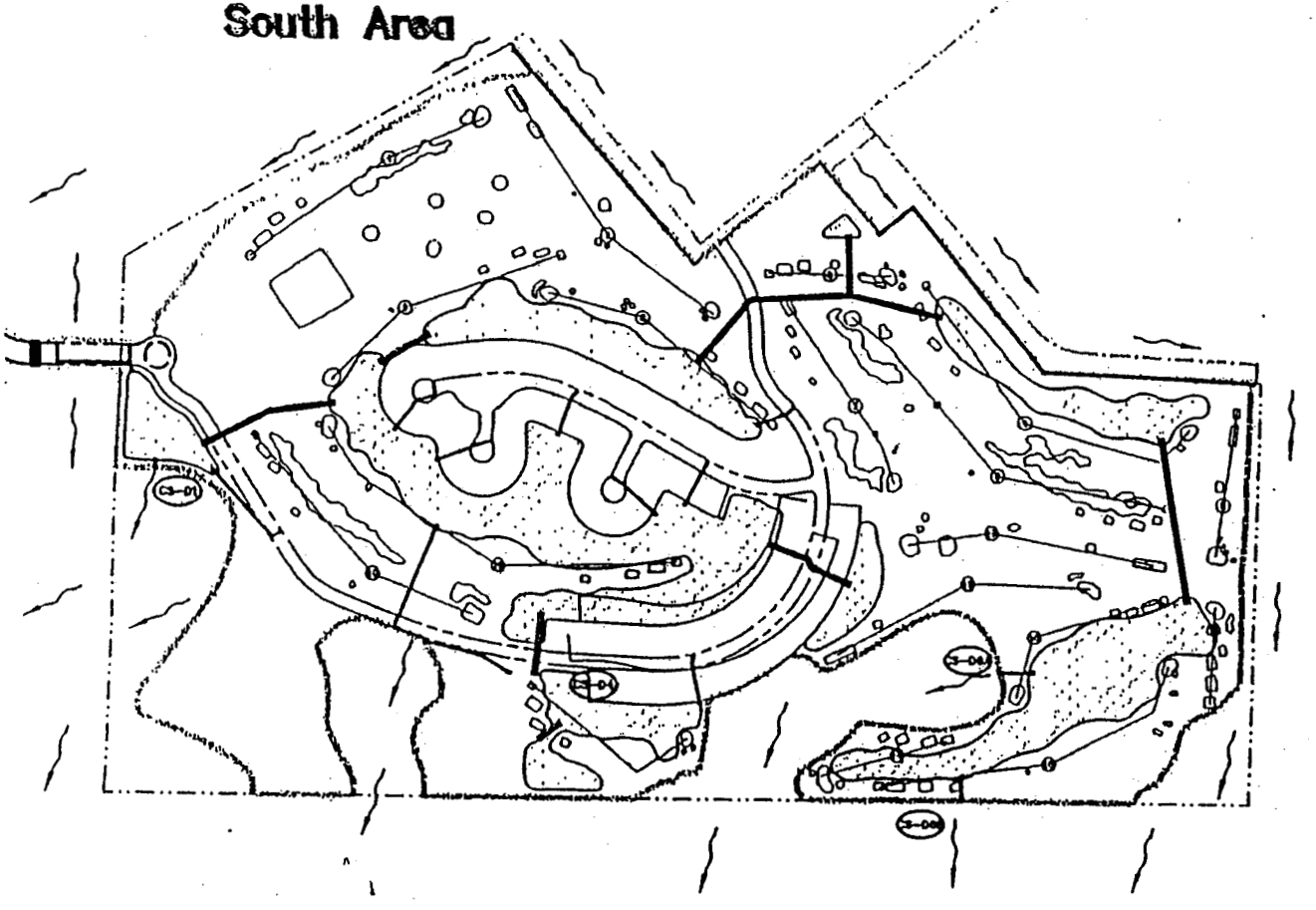
V.K. DEVELOPMENT

JOHNSON ENGINEERING

2360 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-6333
FAX (239) 434-6338
C.A. #4I2 & L.B. #442

PRELIMINARY DRAINAGE PLANS & DETAILS EXHIBIT G

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/01	20023436	30-56-25	As Shown	12



N

0 150 300 600
SCALE IN FEET

LEGEND	
BASIN BOUNDARY	
BOULEVARD	
RESIDENTIAL STREET	
DRAINAGE PIPE	
LAKE INTERCONNECT	
CONTROL STRUCTURES	(CS-#)
OVERLAND FLOW	
CONTROL ELEV. = 3.50 (FT. NGVD)	

BUILDING	25.8	Acres
ROADS/PARKING/SIDEWALK	32.1	Acres
LAKE	80.2	Acres
PERVIOUS	18.2	Acres
PRESERVE	0.0	Acres
GOLF COURSE	146.8	Acres
TOTAL	273.1	Acres

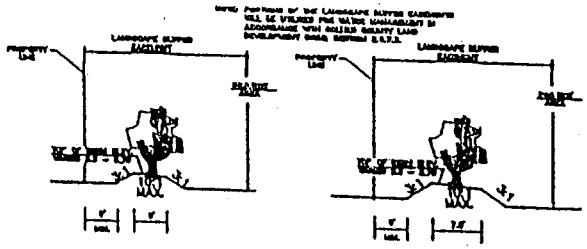
IMPERVIOUS AREA IS THE SUM OF THE BUILDING AND THE ROADS/PARKING/SIDEWALK AREAS.

GROUNDWATER RECHARGE AREA IS THE SUM OF THE LAKE, PERVIOUS, GOLF COURSE AND PRESERVE AREAS.

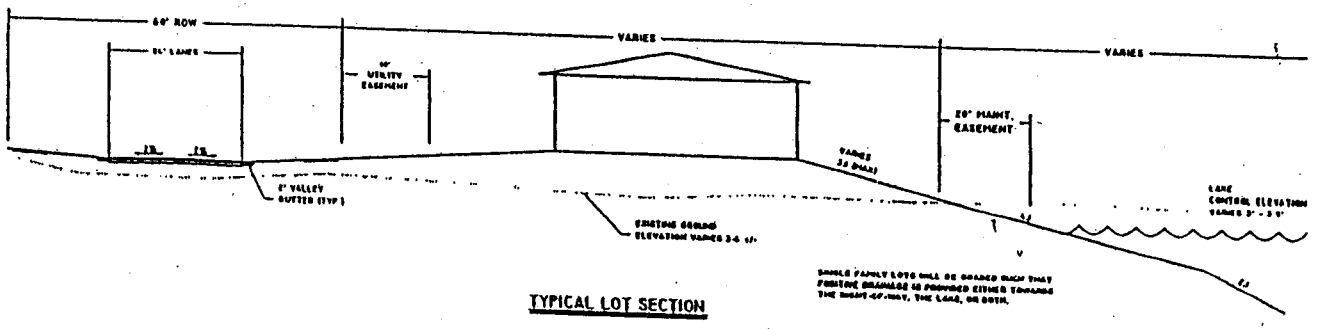
PERCENT OF GROUNDWATER RECHARGE AREA IS 215.2/273.1 = 78.8 %

AREA 4

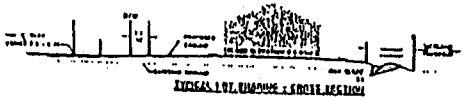
REVISIONS	Wentworth Estates	V.K. DEVELOPMENT	JOHNSON ENGINEERING		PRELIMINARY DRAINAGE PLANS & DETAILS EXHIBIT G
					DATE 12/00/01 · PROJECT NO. 20013436 · FILE NO. 30-86-33 · SCALE As Shown · SHEET 13

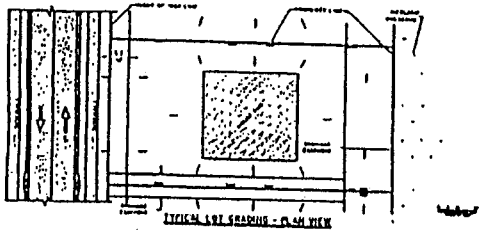


TYPICAL LANDSCAPE BUFFER EASEMENT

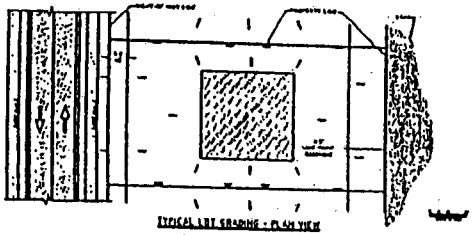


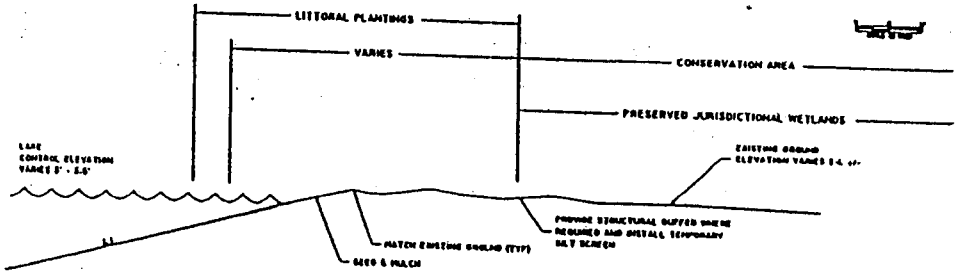
TYPICAL LOT SECTION





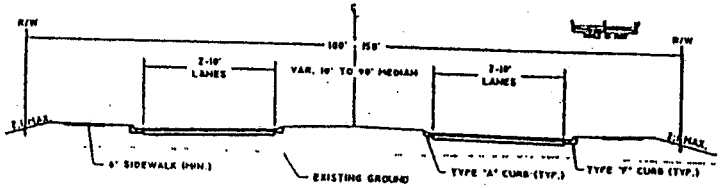




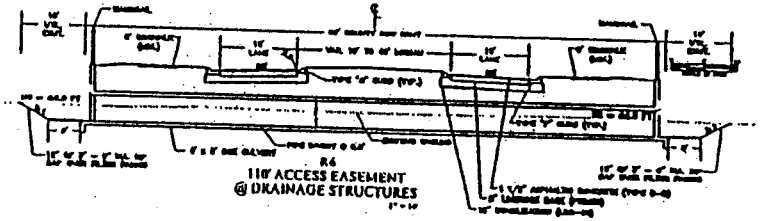


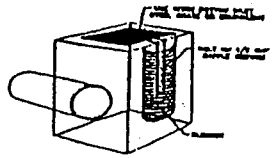
1. PRIOR TO CONSTRUCTION, INSTALL EROSION CONTROL DEVICES ALONG THE CONSERVATION AREA BOUNDARY. THESE DEVICES SHALL BE SILT SCREENS AND/ OR BALES, AS NECESSARY. STAKED HAY BALES. THESE DEVICES SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND THE ADJACENT CONSERVATION ZONES ARE STABILIZED.
2. 3:1 SIDE SLOPES SHALL BE UTILIZED ONLY WHEN HEIGHT IS TWO FEET OR LESS. OTHERWISE, 4:1 SIDE SLOPES SHALL BE UTILIZED.
3. STABILIZE SIDE SLOPES ADJACENT TO CONSERVATION AREA BY PLANTING WITH SOD OR SEED AND MULCH.

TYPICAL LAKE SECTION

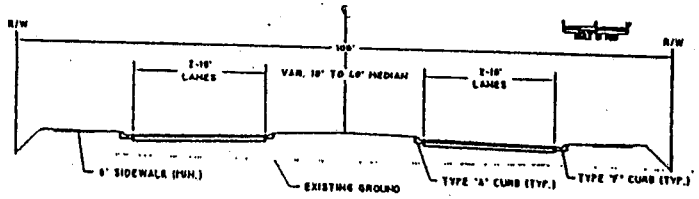


TYPICAL UPLAND SPINE ROAD SECTION

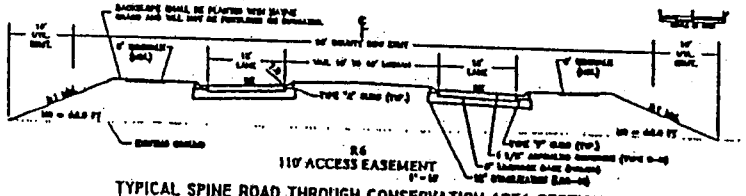




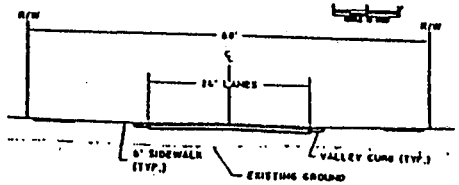
TYPICAL WATER CONTROL STRUCTURE



TYPICAL WETLAND SPINE ROAD SECTION



TYPICAL SPINE ROAD THROUGH CONSERVATION AREA SECTION



RESIDENTIAL STREET CROSS SECTION

REVISIONS

Wentworth Estates

V.K. DEVELOPMENT

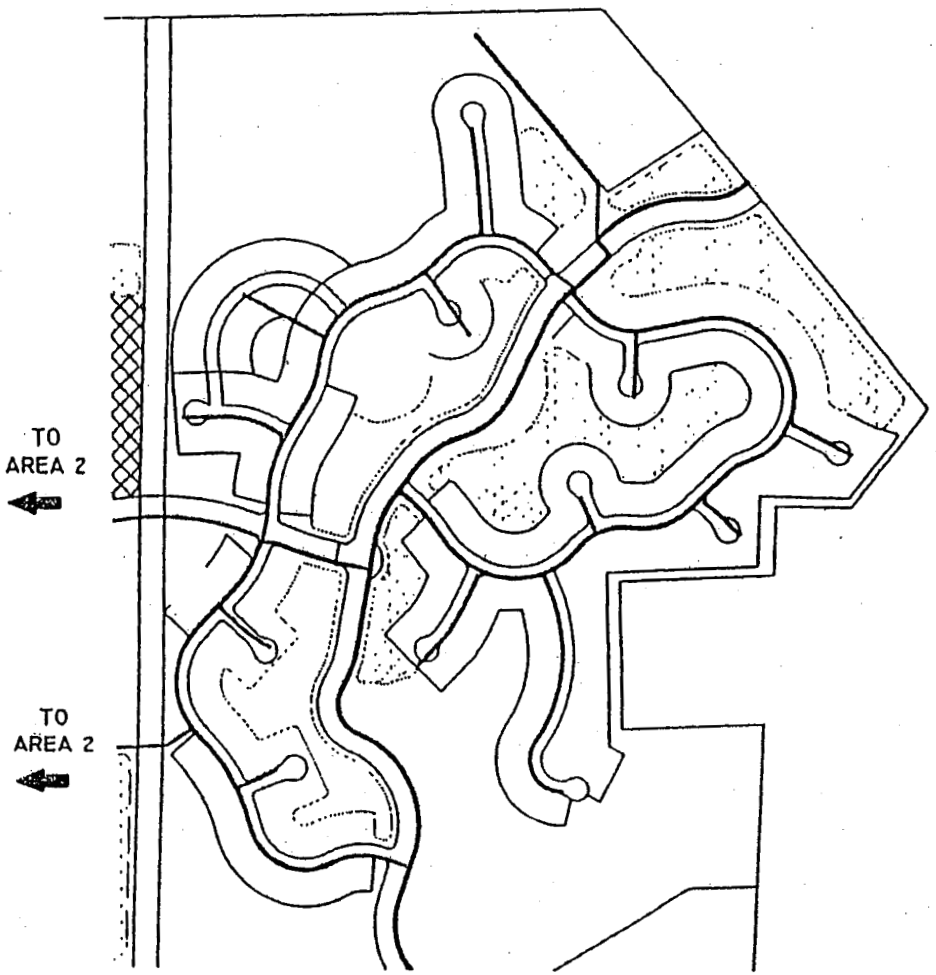
JOHNSON ENGINEERING

2300 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-8333
FAX (239) 434-8339
C.A. #642 & L.B. #642

PRELIMINARY DRAINAGE PLANS AND DETAILS
EXHIBIT G

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/06	04042.530		As Shown	11

000151



AREA 1

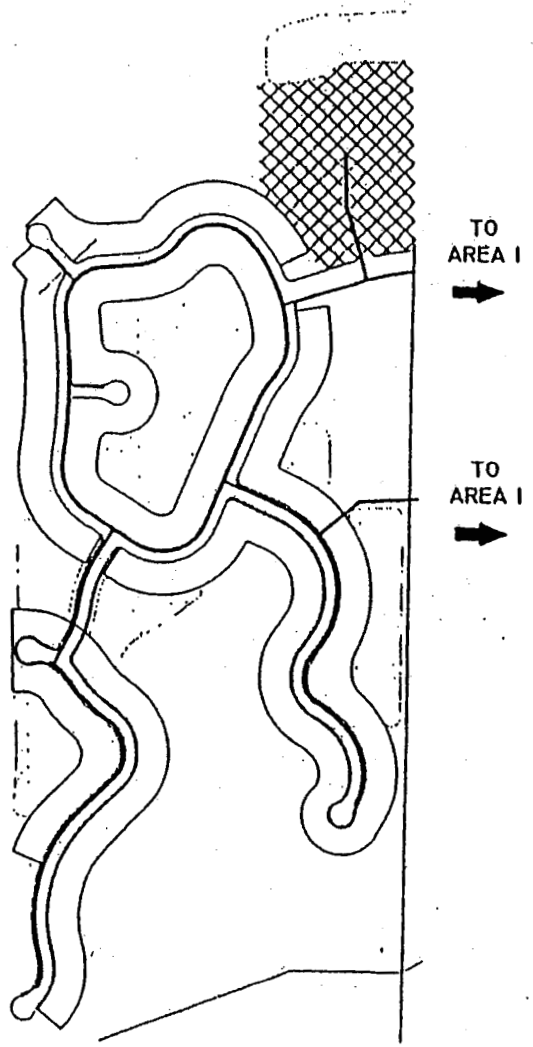
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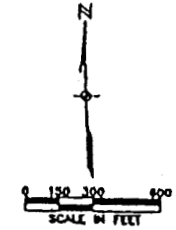
0 150 300 600
SCALE IN FEET

PRELIMINARY WATER SYSTEM	
8" WATERMAIN	
10" WATERMAIN	
12" WATERMAIN	
WATER SERVICES	409
FIRE HYDRANT - PHASE I	

REVISIONS	Wentworth Estates	V.K. DEVELOPMENT	JOHNSON ENGINEERING		PRELIMINARY WATER PLANS EXHIBIT I

000152





PRELIMINARY WATER SYSTEM	
8" WATERMAIN	
10" WATERMAIN	
12" WATERMAIN	
WATER SERVICES	217
FIRE HYDRANT - PHASE I	

AREA 2

REVISIONS					

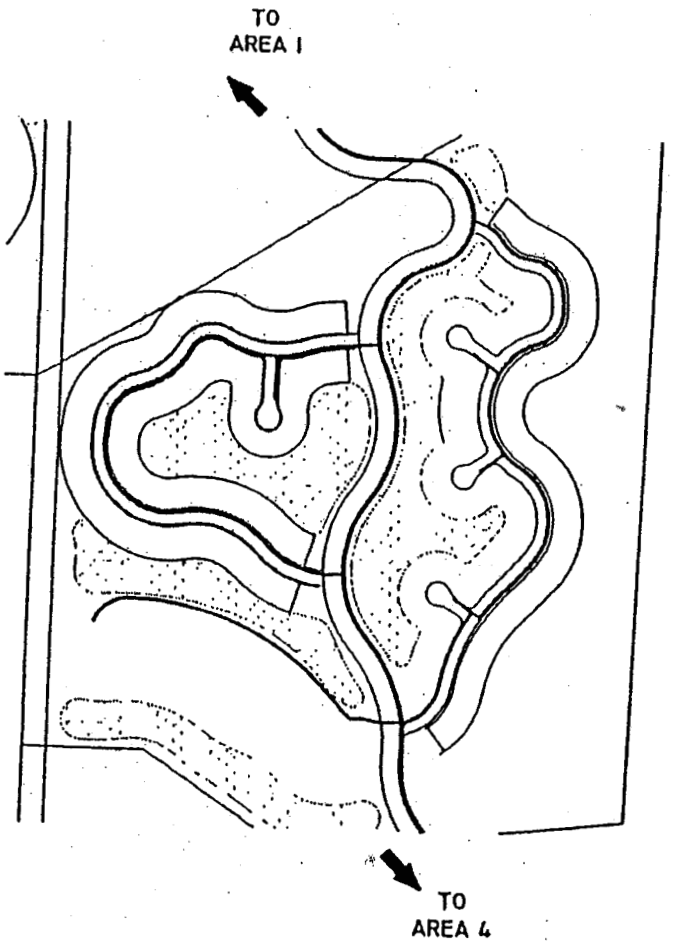
V.K. DEVELOPMENT

JOHNSON ENGINEERING

2330 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9380
C.A. #642 & L.B. #642

PRELIMINARY WATER PLANS
EXHIBIT I

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/02	00033436	-00-28	As Shown	1



N

0 150 300 600
SCALE IN FEET

PRELIMINARY WATER SYSTEM	
8" WATERMAIN	
10" WATERMAIN	
12" WATERMAIN	
WATER SERVICES	124
FIRE HYDRANT - PHASE I	

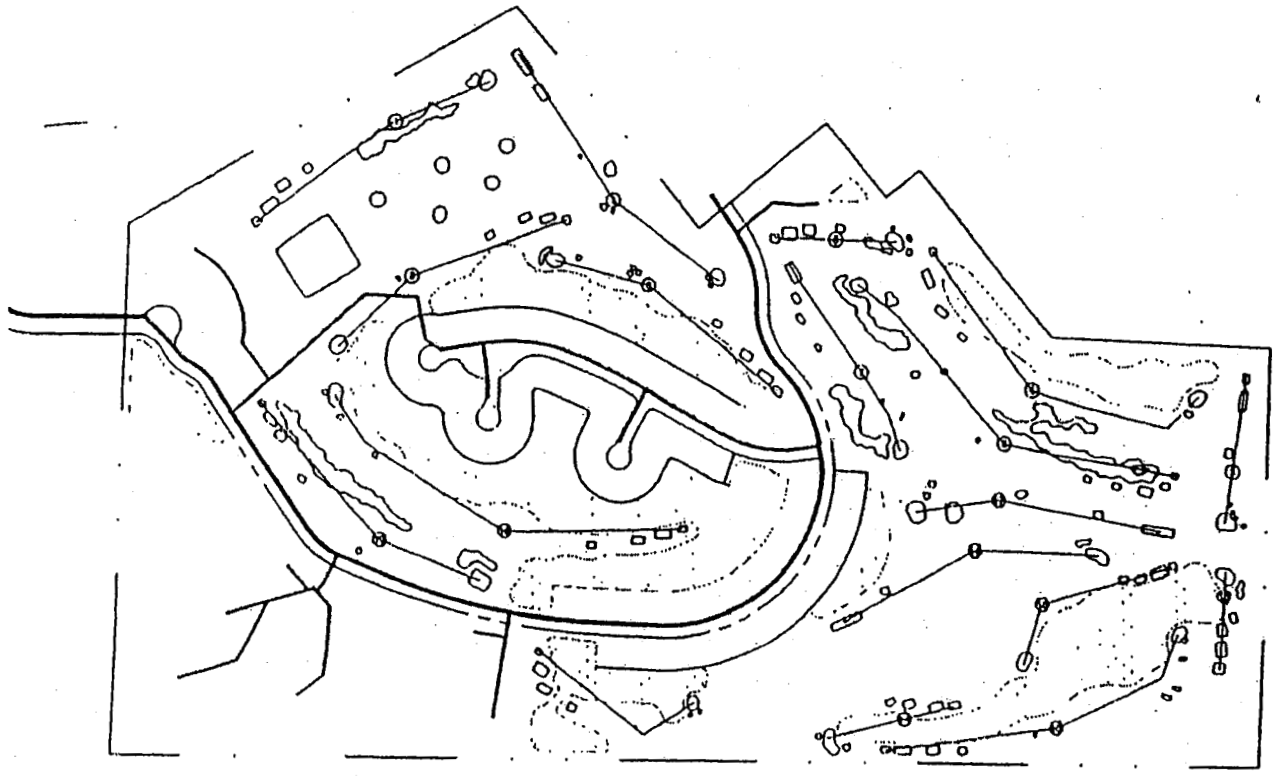
AREA 3

REVISIONS					
		V.K. DEVELOPMENT	JOHNSON ENGINEERING		PRELIMINARY WATER PLANS EXHIBIT I

2180 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-6333
FAX (239) 436-6330
E.B. #643 & L.B. #643

DATE 11/05/02 | PROJECT NO. 20023436 | FILE NO. 30-23 | SCALE As Shown | SHEET 1

000154





PRELIMINARY WATER SYSTEM	
8" WATERMAIN	
10" WATERMAIN	
12" WATERMAIN	
WATER SERVICES	80
FIRE HYDRANT - PHASE I	

AREA 4

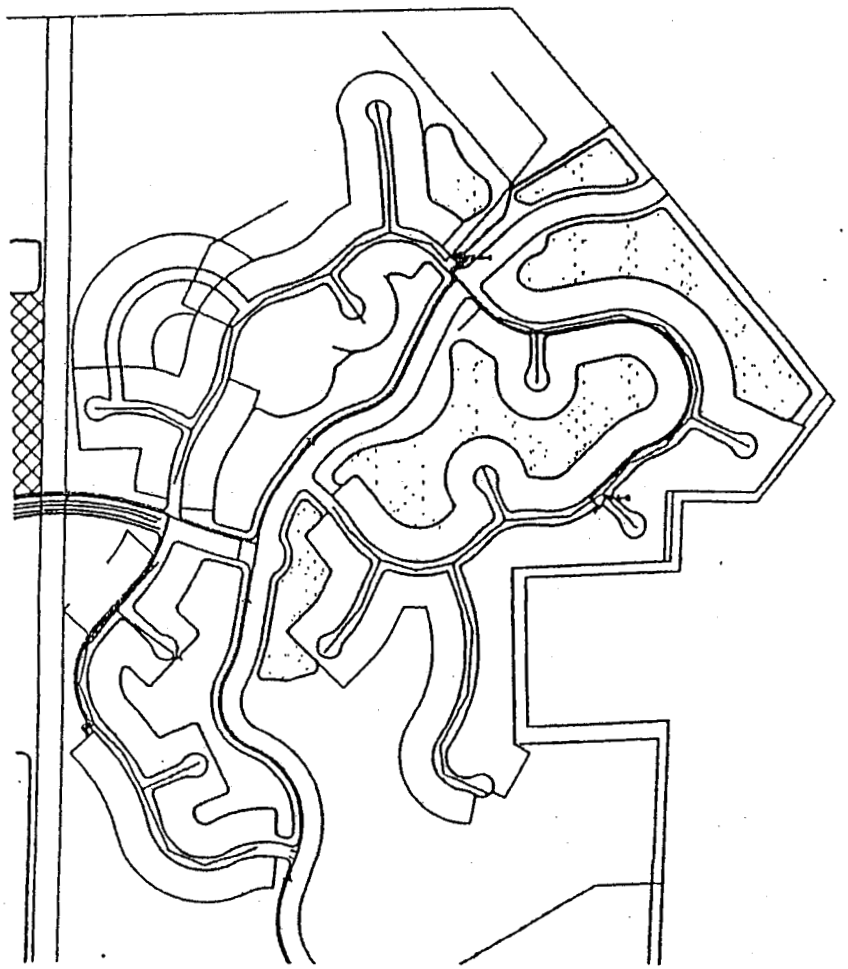
REVISIONS

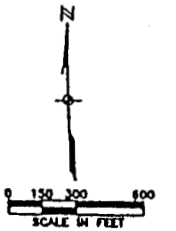
V.K. DEVELOPMENT

JOHNSON ENGINEERING

PRELIMINARY WATER PLANS
EXHIBIT I

000155





PRELIMINARY SEWER SYSTEM	
6" FORCE MAIN	
8" FORCE MAIN	
8" GRAVITY SEWER MAIN	
LIFT STATIONS	
MASTER PUMP STATION	
MANHOLES	
SERVICE LATERALS	409

AREA I

REVISIONS

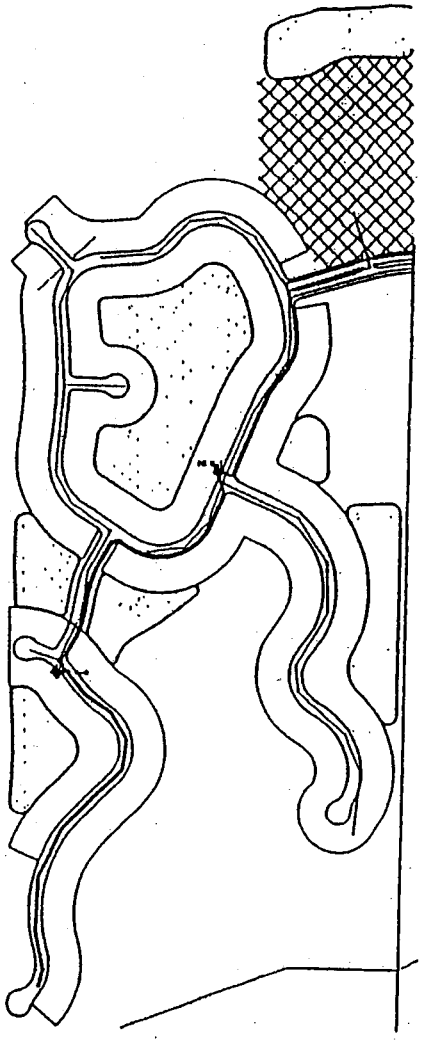
V.K. DEVELOPMENT

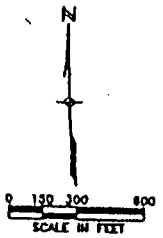
JOHNSON ENGINEERING

8360 STANFORD COURT
NAPLES, FLORIDA 34113
PHONE (239) 434-6333
FAX (239) 434-6338
E.B. #642 & L.B. #642

PRELIMINARY SEWER PLANS
EXHIBIT H

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/06/02	20023-436			10



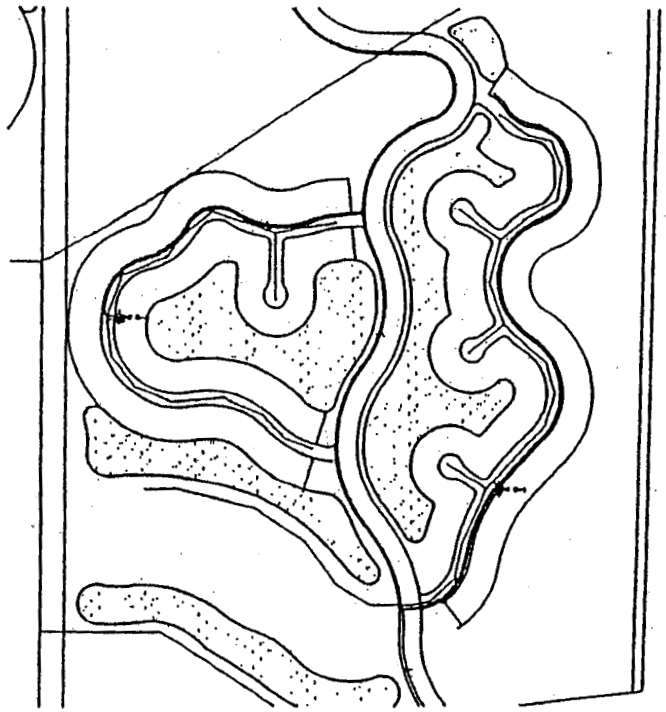


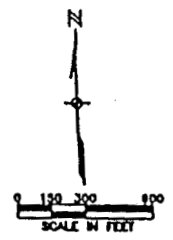
PRELIMINARY SEWER SYSTEM	
8" GRAVITY SEWER MAIN	———
6" FORCE MAIN	———
LIFT STATIONS	●■
MANHOLES	●
SERVICE LATERALS	217

AREA 2

REVISIONS	Wentworth Estates	V.K. DEVELOPMENT	JOHNSON ENGINEERING	PRELIMINARY SEWER PLANS EXHIBIT H

000157

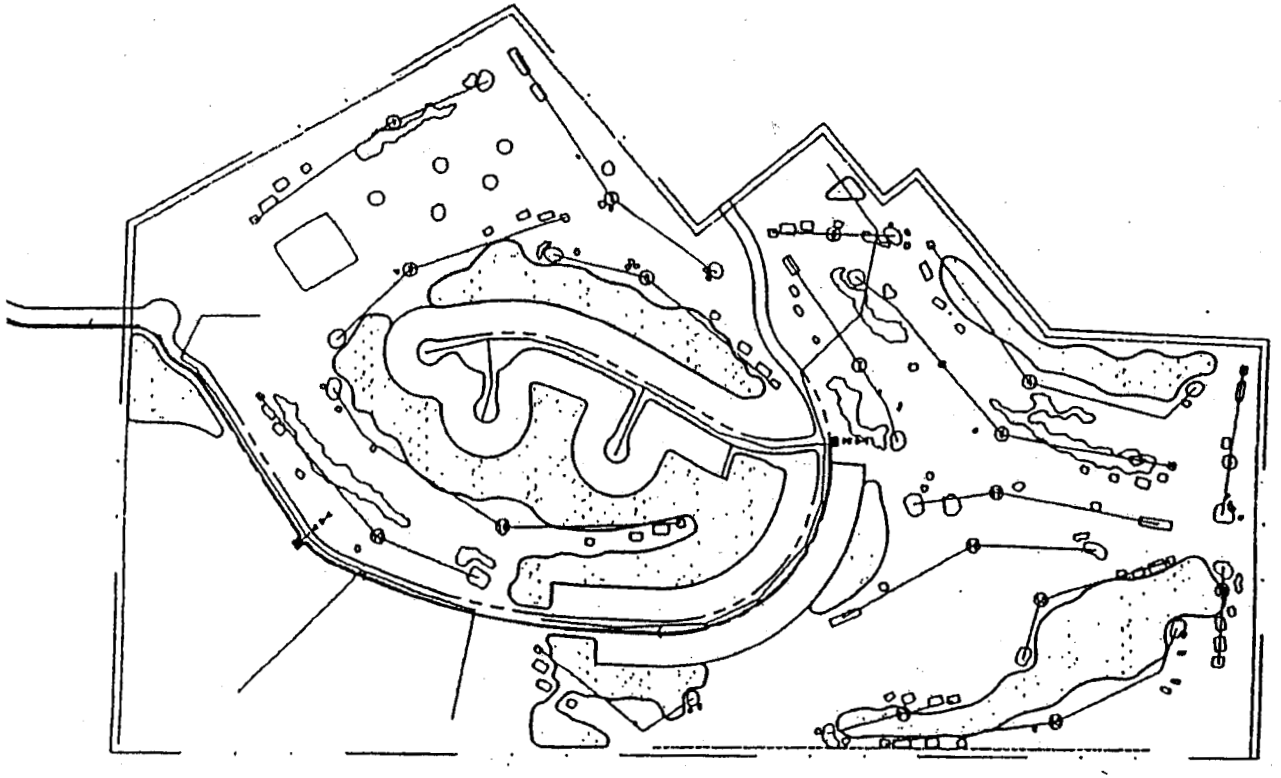


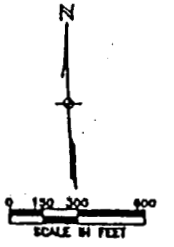


PRELIMINARY SEWER SYSTEM	
6" FORCE MAIN	———
8" FORCE MAIN	———
8" GRAVITY SEWER MAIN	———
LIFT STATIONS	●
MANHOLES	●
SERVICE LATERALS	124

AREA 3

REVISIONS	Wentworth Estates	V.K. DEVELOPMENT	JOHNSON ENGINEERING	PRELIMINARY SEWER PLANS EXHIBIT H





PRELIMINARY SEWER SYSTEM

6" FORCE MAIN	
8" FORCE MAIN	
8" GRAVITY SEWER MAIN	
LIFT STATIONS	
MASTER PUMP STATION	
MANHOLES	
SERVICES LATERALS	82

AREA 4

REVISIONS

Wentworth Estates

V.K. DEVELOPMENT

JOHNSON ENGINEERING

PRELIMINARY SEWER PLANS
EXHIBIT H

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/05/02	20013434	30-30-23	As Shown	

STATE OF FLORIDA)

COUNTY OF COLLIER)

I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true and correct copy of:

ORDINANCE 2003-51

Which was adopted by the Board of County Commissioners on the 23rd day of September, 2003, during Regular Session.

WITNESS my hand and the official seal of the Board of County Commissioners of Collier County, Florida, this 2nd day of October, 2003.

DWIGHT E. BROCK
Clerk of Courts and Clerk
Ex-officio to Board of
County Commissioners

Patricia L. Morgan, DC

By: Patricia L. Morgan,
Deputy Clerk

TB - Response to staff's informal data request

ORIGINAL

060763-TL

REDACTED VERSION:

CABLE TELEVISION AND COMMUNICATIONS SERVICE ACCESS AGREEMENT

CMP
COM
CTR
ECR
GCL
OPC
RCA
SCR
SGA
SEC 1
OTH

DOCUMENT NUMBER-DATE
00081 JAN-3 0
FPSC-COMMISSION CLERK

CABLE TELEVISION AND COMMUNICATIONS SERVICE ACCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of August 8, 2005, by and between **TREVISO BAY DEVELOPMENT, LLC** (hereinafter referred to as COMPANY), a Delaware limited liability company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, and **TIME WARNER CABLE INC.**, a Delaware corporation, through its National Division, d/b/a Time Warner Cable ("TIME WARNER CABLE"), with a place of business at 1610 40th Terrace SW, Naples, Florida 34116.

RECITALS

WHEREAS, COMPANY is the developer of certain real property which has or will be platted as the subdivision known as **TREVISO BAY** (the "Property"), in Collier County, Florida; and

WHEREAS, TIME WARNER CABLE is a duly authorized cable television operator holding a franchise to provide cable television services in the geographical area encompassing the Property; and

WHEREAS, COMPANY and TIME WARNER CABLE desire to enter into an agreement by which TIME WARNER CABLE may provide cable television and communications service to the Property through a Bulk Cable Television Service and Easement Agreement with COMPANY of even date herewith (the "Service Agreement"); and

WHEREAS, COMPANY is hereby representing, warranting and covenanting to TIME WARNER CABLE that no other agreements for cable television service or high-speed data (Internet access) to the Property exist, or will be entered into during the term of the Bulk Cable Television Service and Easement Agreement and this Agreement by COMPANY, its successors or assigns; and

WHEREAS, TIME WARNER CABLE is expressly relying on COMPANY's representations, warranties, and covenants with regard to other cable television service or high-speed data service agreements relating to the Property; and

WHEREAS, all capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Service Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing Recitals, which are incorporated into and made a binding part of this Agreement, the mutual covenants and conditions hereinafter set forth and the mutual benefits therefrom, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, COMPANY and TIME WARNER CABLE agree as follows:

Section 1. Warranty of Authority. COMPANY represents that it is a duly constituted legal entity qualified under the laws of the State of Florida to transact business in Florida and to enter into and perform this Agreement. COMPANY hereby agrees to indemnify and hold TIME WARNER CABLE harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of COMPANY's representations made herein, including, without limitation, the representations contained in the above-stated Recitals, which are incorporated herein, and the representations and covenants contained in Sections 2.2 and 2.4.

Section 2. **Bulk Cable Television Service and Easement Agreement.**

2.1 COMPANY shall contemporaneously herewith enter into the Service Agreement with TIME WARNER CABLE for a period of not less than fifteen (15) years, and any extensions, from the date hereof, such Service Agreement to contain a non-exclusive easement to TIME WARNER CABLE for access to the Property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, upgrading, removing and marketing TIME WARNER CABLE's cable television system and the services thereof.

2.2 COMPANY represents, warrants and covenants that no other agreement for cable television service or high-speed data (Internet access) service to the Property exist, or will be entered into during the term of the Service Agreement by COMPANY, its successors or assigns.

2.3 COMPANY represents that up to one thousand two hundred (1,200) residential dwelling units may be constructed on the Property and, if constructed, will be subject to the Service Agreement. Notwithstanding anything contained in this Agreement or the Service Agreement to the contrary, the actual number of units constructed on the Property and subject to this Agreement and the Service Agreement may be less than 1,200 units. COMPANY does not represent or warrant the actual number of units that will be constructed on the Property, or that will be subject to this Agreement and the Service Agreement. In addition, COMPANY does not represent or warrant the time frame in which the actual number of units will be constructed on the Property. TIME WARNER CABLE shall have no claim against Company, its affiliates, or the Master Association for damages (actual or consequential) or loss of profits or other similar claims or damages as a result of less than 1,200 units being constructed on the Property or as a result of any delays or longer time frames in which the actual number of units on the Property become subject to the Service Agreement.

2.4 COMPANY understands and agrees that the payments to be made to it by TIME WARNER CABLE under this Agreement are entirely contingent upon the truth and correctness of COMPANY's representations, covenants and warranties contained in this Agreement and the Service Agreement, and on COMPANY's ability to fulfill its warranties.

Section 3. **Payments to COMPANY by Time Warner Cable.**

3.1 TIME WARNER CABLE shall pay COMPANY the sum of [redacted] per residential unit that has been activated for Bulk Services in consideration of the terms of this Agreement and the Service Agreement. Payments shall be made within 30 days after the end of each calendar quarter for amounts becoming due during such quarter.

Section 4. **Effective Date and Duration of Agreement.** This Agreement shall be effective as of the date of this Agreement and shall run concurrent with and terminate simultaneously with the termination or expiration of the Service Agreement.

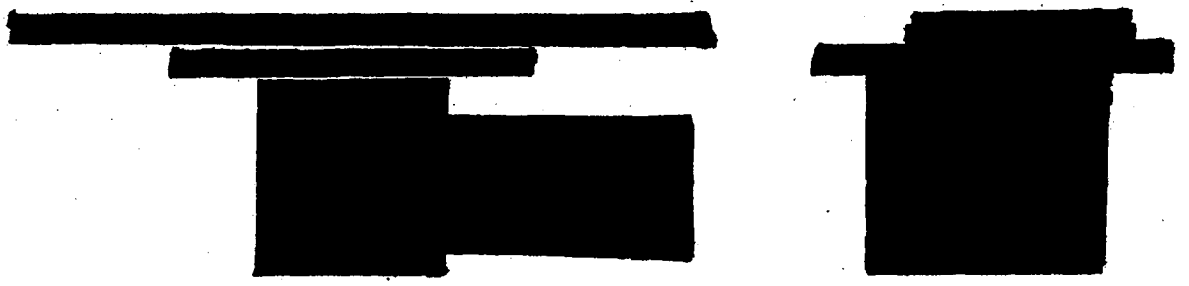
Section 5. **Default and Remedies.**

5.1 If any party shall breach any term, covenant or condition of this Agreement, and such breach shall continue for thirty (30) days after written notice thereof is given to the defaulting party, then, without further notice, the non-defaulting party may terminate this Agreement and/or pursue any and all rights and remedies available to it by reason of such breach, whether a law or in equity.

5.2 All rights, privileges and remedies afforded the parties shall be deemed cumulative, and the exercise of any one of such remedies shall be deemed a waiver of any rights, privileges or remedies herein provided. Either party may waive any provision, breach or default of this Agreement; provided, however, no waiver of any provision, breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other provision or of any subsequent breach or default of the same or similar nature.

5.3 If any party is found to have violated the terms of this Agreement by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation, including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees in any appellate proceeding.

5.4 In the event COMPANY materially breaches this Agreement or the Service Agreement, TIME WARNER CABLE shall not be required to make payments to COMPANY of the [redacted] as specified under Section 3.1 of this Agreement during the period of time in which COMPANY's material breach of this Agreement or the Service Agreement continues. Upon COMPANY curing a material breach, TIME WARNER CABLE's obligation to pay the [redacted] per unit that has activated or activates Bulk Services in accordance with the Service Agreement shall be reinstated, and TIME WARNER CABLE shall pay such [redacted] fee to COMPANY in accordance with Section 3.1 of this Agreement on all activations of Bulk Services. The following events shall constitute a material breach of this Agreement by COMPANY: (i) a material, uncured breach of this Agreement or the Service Agreement by COMPANY (including a breach by COMPANY of TIME WARNER CABLE's exclusive rights under Section 2.1 of the Service Agreement), (ii) COMPANY is not required by any applicable statute, law, rule, or regulation to permit another provider to provide service similar to the Bulk Services provided by TIME WARNER at the Property, but COMPANY voluntarily permits such other provider to provide services similar to the Bulk Services provided by TIME WARNER CABLE at the Property and the fees set forth in Section 6.3 of the Service Agreement are not being paid to TIME WARNER, or (iii) failure by the Master Association to promptly assume the Service Agreement as required thereby. Upon a material breach by COMPANY, COMPANY shall refund to TIME WARNER CABLE a portion of the [redacted] fee specified in Section 3.1 of this Agreement that has actually been paid to COMPANY from TIME WARNER CABLE for units which have activated Bulk Services. The refund shall be calculated in accordance with the following schedule based upon the number of years that have elapsed from the date of activation of the Bulk Services to the date of COMPANY's material breach for each respective unit:



Notwithstanding any provision(s) of this Agreement or the Service Agreement to the contrary, COMPANY shall not be in material breach of this Agreement, or the Service Agreement, if applicable laws and regulations prohibit COMPANY from granting or TIME WARNER CABLE from obtaining exclusive rights under Section 2.1 of the Service Agreement, but TIME WARNER CABLE is still receiving the benefits of its exclusive rights granted under this Agreement and the Service Agreement (*i.e.*, no other provider is providing services at the Property). In such event, TIME WARNER CABLE shall be required to continue making payments to COMPANY as required by this Agreement. However, if in such event TIME WARNER CABLE is not still

receiving the benefits of its exclusive rights granted under this Agreement and the Service Agreement, then the refund and release of further payment provisions contained above shall apply from and after such date. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Section 6. Notices. All notices or communications between the parties shall in writing be served by certified mail or personal delivery at the addresses set forth above, or to such other addresses as may be designated by any party.

Section 7. Authority to Execute. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so, and that this Agreement and all transactions contemplated hereby have been properly authorized by all necessary actions of the party represented, and that this Agreement constitutes a valid and binding obligation of the party represented.

Section 8. Controlling Law; Venue; Severability. This Agreement shall be controlled by Florida law, except where superseded by federal law. Venue for any action relating to this Agreement shall be where the Property is located. If any term of this Agreement is declared to be void or unenforceable by a court of competent jurisdiction, the other terms of the Agreement shall remain in effect and fully enforceable.

Section 9. Integration; Modification; Further Assurances. Except for the Service Agreement, this document constitutes the entire agreement between the parties concerning this subject and supersedes all prior agreements and understandings on the same subject, whether written or oral. No modification of this Agreement shall be enforceable unless in writing and executed by the parties or their successors. The conditions, restrictions and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. If additional actions or the exchange of additional information and documents between the parties is necessary to carry out the intent of this Agreement, the parties agree to take such additional actions and to cooperate with each other in such exchange.

Section 10. Miscellaneous. Section headings used herein are for convenience only and in no way are intended to define or limit the scope of the provisions of this Agreement. For convenience and ease of reference, the third person singular impersonal form of pronoun ("it") has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

Section 11. Binding Effect. In the event of assignment as a result of a merger, sale, acquisition (or other similar transaction) of TIME WARNER CABLE in which another party assumes the right and obligations of TIME WARNER CABLE, the terms and conditions of this Agreement shall remain unchanged and shall not be modified without the express written consent of DEVELOPER.

Section 12. Permits and Approval Contingency; Commencement of Construction Contingency.

Notwithstanding anything contained in this Agreement or the Service Agreement, the obligations of DEVELOPER under this Agreement and the rights granted to TIME WARNER CABLE under this Agreement are contingent upon DEVELOPER receiving all federal, state, county and local permits and approvals for development and construction of the Property. DEVELOPER shall provide TIME WARNER CABLE with written notice upon receipt of all such permits and approvals and start of construction of development of the Property. Upon receipt of such notice TIME WARNER CABLE shall use commercially reasonable efforts to cooperate with DEVELOPER to coordinate the installation of the System with the DEVELOPER's construction activities. TIME WARNER CABLE further shall not interfere in any manner with COMPANY's development activities at the Property. TIME WARNER CABLE shall not be required to expend any monies or conduct any construction until such time as (i) it has received such notice from DEVELOPER, (i) the parties agree upon a construction plan and schedule, and (iii) it determines that it has appropriate easement and access rights to the Property. In the event DEVELOPER provides TIME WARNER CABLE with notice that it has not obtained permits and approvals and will not commence development of property this Agreement shall automatically terminate and all rights and obligations of both parties shall be null and void. In such event TIME WARNER CABLE shall have no claim against DEVELOPER for damages (actual or consequential) or lost profits or other similar claims or charges as a result of the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in the presence of the undersigned witnesses and delivered it as the date first set forth above.

TREVISO BAY DEVELOPMENT, LLC
a Delaware limited liability company

Witness

By: Vincent Kuttemperoor
Vincent Kuttemperoor

SANJAY KUTTEMPEROOR
Print witness name

As: President

Witness

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

AJAY KUTTEMPEROOR
Print witness name

STATE OF WISCONSIN
COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by Vincent Kuttemperoor as President of **TREVISO BAY DEVELOPMENT, LLC**, a Delaware limited liability company, on behalf of the corporation, who [ ] is personally known to me or who [ ] has produced identification.

Serial number

Signature

IS PERMANENT
Commission expiration date

CHRISTOPHER W. CRAMER
Print name

AFFIX SEAL:

NOTARY PUBLIC
CHRISTOPHER W. CRAMER
STATE OF WISCONSIN

TIME WARNER CABLE INC., a Delaware corporation, through its National Division, d/b/a Time Warner Cable

Witness

Print witness name

Witness

Print witness name

By: _____
NANCY L. SANDERS

As: Group Vice President, Operations, National Division

160 Inverness Drive West, Suite 300
Englewood, Colorado 80112

STATE OF ~~DENVER~~ COLORADO
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER, 2005 by Nancy Sanders, as Group Vice President, Operations, National Division of Time Warner Cable Inc., on behalf of the corporation, who [X] is personally known to me or who [ ] has produced _____ as identification.

N/A
Serial number

My Commission Expires
07/24/2009
Commission expiration date

Signature

JANICE S. MARTIN
Print name

AFFIX SEAL:

JANICE S. MARTIN
NOTARY PUBLIC
STATE OF COLORADO

338-4721.08 – 7/22/05

REDACTED VERSION:

BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT

000100

BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT

THIS AGREEMENT is made effective as of August 8, 2005 by TREVISO BAY DEVELOPMENT, LLC. ("DEVELOPER"), a Delaware limited liability company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, and TIME WARNER CABLE INC, a Delaware corporation, through its National Division, d/b/a Time Warner Cable ("TIME WARNER CABLE"), with a place of business at 1610 40th Terrace SW, Naples, Florida 34116.

IN CONSIDERATION of the terms hereof, and for other good and valuable consideration received, the parties agree as follows:

Section 1. Warranty of Authority. As of the date of this Agreement, DEVELOPER represents and warrants that it (i) is a duly constituted legal entity qualified under the laws of the State of Florida to transact business in Florida, (ii) has the fully authority and power to enter into and perform this Agreement, (iii) owns the land, which Developer intends to be sold as lots, upon which individual residential dwelling units will be located within the planned unit development known as TREVISO BAY (the "Property"), consisting of up to one thousand two hundred (1200) residential units, as described in the easement attached hereto as Exhibit 1 and in the plat thereof recorded in the public records of Collier County, Florida, and (iv) has the authority and power to make and bind itself under this Agreement and to convey and enforce the easement and rights to be granted to TIME WARNER CABLE hereunder. DEVELOPER hereby agrees to indemnify and hold TIME WARNER CABLE harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of DEVELOPER's representations in this Section 1 of this Agreement and/or in the attached Easement for Cable Television and Communications Service. Notwithstanding anything contained in this Agreement to the contrary, the actual number of units constructed on the Property and subject to this Agreement may be less than 1,200 units. COMPANY does not represent or warrant the actual number of units that will be constructed on the Property, or that will be subject to this Agreement. In addition, COMPANY does not represent or warrant the time frame in which the actual number of units will be constructed on the Property.

Section 2. Exclusive Right to Serve; Duration of Agreement.

2.1 DEVELOPER hereby grants to TIME WARNER CABLE the exclusive right to install, construct, operate, maintain, repair, upgrade, replace and remove a cable communications system (the "System"), and to market and deliver the services of the System (the "Services") at the Property. This Agreement shall be effective as of the date first set forth above and shall be for a term of fifteen (15) years from the date that cable television service is first provided to the first completed residential dwelling unit certified for occupancy, within the Property, conveyed to a third-party purchaser on the Property and to which service has been activated.

2.1.1 The term "System" means all wiring, lines, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, facilities and equipment installed on the Property by TIME WARNER CABLE or its agents which are necessary or desirable in its opinion to make the Services available to the residents on the Property.

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or TIME WARNER CABLE from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations, and DEVELOPER shall not be in breach of this Agreement in connection with its compliance with such laws and regulations.

2.2 DEVELOPER, for the duration of this Agreement, agrees not to seek out or solicit any alternate provider of multi-channel video or high speed data (Internet access) services; provided, however, that during the final six (6) months of this Agreement or the final six (6) months of any renewal of it DEVELOPER shall have the right to seek out or solicit an alternate provider of such services to commence such services upon expiration of this Agreement or any renewal of it. TIME WARNER CABLE shall be entitled to enforce these covenants by action for injunction, in addition to its other remedies. Nothing herein shall preclude residents of the Property from receiving commercial network over-the-air television made available to the general public without charge by commercial broadcast networks or their affiliates or prohibit an individual resident from installing their own satellite dish of 18" or smaller so long as the individual resident understands that they will be required to pay the bulk rate according to this Agreement in addition to any fees charged by the satellite or other provider.

2.3 At the expiration of the initial fifteen (15) year term, this Agreement shall automatically terminate unless both parties agree to renew at least ninety (90) days prior to expiration of this Agreement.

Section 3. Non-Exclusive Easement. DEVELOPER shall, upon recording the Plat for this Property, grant to TIME WARNER CABLE, its successors and assigns for the term of this Agreement, a non-exclusive easement upon, under, over, through and across only those portions of the Property identified on the Plats as Public Utility Easements and within those specific areas of individual lots within the Property, both as determined and identified by the DEVELOPER in its discretion, for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, upgrading and removing the System and for providing the Services. TIME WARNER CABLE shall also have access to the Property, along platted roadways within the Property, for the business purposes set forth in this Agreement. Said easement shall be in the form attached hereto as Exhibit 1, shall be deemed to be a covenant running with the land for the term of this Agreement, shall be binding upon all parties hereto, their successors and assigns, and shall terminate upon termination of this Agreement.

Section 4. Installation, Maintenance and Operation of System; Property Damage.

4.1 TIME WARNER CABLE shall be responsible for the installation, maintenance and operation of the System and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or modifications of the System shall be performed only by TIME WARNER CABLE or its authorized agents. Pre-wiring of cable outlets within each residential unit is not included in TIME WARNER CABLE's installation obligation.

4.2 If TIME WARNER CABLE, or its authorized agents, damages the Property during the course of its performance of this Agreement, then it shall at its sole cost and expense repair any such damage and shall restore any areas of damage to as nearly the condition which existed prior to the damage as practicable. If DEVELOPER, or its agents or contractors damage or destroy the System, then TIME WARNER CABLE will repair or restore the System at the sole cost and expense of DEVELOPER, provided such damage was not caused by the negligent acts or omissions of TIME WARNER CABLE, with such costs and expenses being due and payable to TIME WARNER CABLE within thirty (30) days after written demand by TIME WARNER CABLE. The terms of this Section 4.2 shall survive termination of this Agreement.

4.3 TIME WARNER CABLE shall conduct all activities on only those portions of the Property that TIME WARNER CABLE is granted access in accordance with the terms of this Agreement during regular business hours, except in case of emergency or interruption of service, and shall make reasonable efforts to minimize any disturbance to residents.

4.4 TIME WARNER CABLE represents and warrants that it has, and at all times throughout the term of this Agreement shall maintain, in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

4.5 Installation of High Speed Data. Pre-wiring of high speed data outlets within each residential unit is not included in TIME WARNER CABLE's installation obligation. DEVELOPER represents that it shall specify in its builder's design guidelines that all pre-wiring shall be in a home run configuration to a central location, and the wiring shall be terminated or connected to a data wall plate prior to scheduling High Speed Data (HSD) installation but the DEVELOPER shall not warrant that its builders will follow the above mentioned specifications. Upon request, TIME WARNER CABLE shall install in each residence one (1) HSD Cable Modem to one (1) stand alone PC using the pre-wired data outlets, at no charge for installation or rental to DEVELOPER or the unit owner. All additional data connections shall be the responsibility of the unit owner. Each additional data modem and IP address requested from TIME WARNER CABLE shall be assessed an additional fee at the current rate of ten and 00/100 Dollars ($10.00) per month, which shall be billed directly to the unit owner. These connections shall be supported by TIME WARNER CABLE's Online Services (TWOS) up to hardware failure, which shall be the responsibility of the unit owner. All integration shall be unit owner's responsibility. Any additional PC's connected via router shall not be supported by TWOS. The Cable Modem shall be configured with standard residential transfer speeds of approximately two (2) megabits per second download and approximately 384 kilobits per second upload. Throughout rates are only ensured within TWOS's backbone, which will not be held responsible for any speed degradations outside TWOS's WWW point of presence. Each unit owner requesting HSD must agree to the TWOS's standard Terms of Service by executing such agreement at the time of install.

Section 5. Ownership of System.

5.1 TIME WARNER CABLE shall be and remain the sole and exclusive owner of the System, no part of which shall be deemed a fixture or which shall become a part of the Property, excluding internal home wiring and home run wiring. For a period of ninety days after termination of this Agreement, TIME WARNER CABLE shall have the option to remove or abandon in place any or all of its System and shall have access to the Property, only in those locations that TIME WARNER CABLE is granted access to in accordance of the terms of this Agreement, for that purpose. In the event that TIME WARNER CABLE elects to remove the System, or portions thereof, TIME WARNER CABLE, at its sole cost and expense, shall repair any damage and shall restore any areas of damage, cause by such removal, to as nearly the condition which existed prior to the damage as practicable. The terms of this Section 5.1 shall survive expiration or termination of this Agreement.

Section 6. Bulk Services and Charges.

6.1 Subject to DEVELOPER's full and timely payment of the bulk cable television and high-speed data (Internet access) (collectively, the "Bulk Service") service fees provided herein, TIME WARNER CABLE shall activate at no charge up to five (5) pre-wired cable outlets in each of the residential units on the Property for the Bulk Services (as are further set forth in Exhibit 2), or the available substantial equivalent thereof; as such services may be changed by TIME WARNER CABLE from time to time. Should additional outlets be requested, it might be necessary to install amplification equipment; the cost of which shall be paid by the owner of the residential unit. TIME WARNER CABLE is obligated to provide one (1) Digital converter per residential unit under this Agreement. TIME WARNER CABLE is obligated to provide one (1) cable modem per residential unit under this Agreement.

6.2 [redacted]

6.3 DEVELOPER or the Master Association of the Property (defined hereafter) (as directed by the DEVELOPER in its discretion) shall be billed and shall pay TIME WARNER CABLE monthly in advance a fee of [redacted] per unit for each of the residential units located on the Property and completed and ready for occupancy, plus applicable sales taxes and franchise fees, for the Bulk Services when activated. TIME WARNER CABLE shall not provide Bulk Services to any model units on the Property and such units shall not be included in the monthly billing statement until sold to an ultimate residential purchaser, unless ordered to do so. All bills shall be due when rendered and if not paid within twenty-five (25) days thereafter shall be subject to late charges of the lesser of one and one-half percent (1.5%) per month or the highest permissible interest rate chargeable under Florida law; provided, however, that the minimum late charge shall be Five Dollars ($5.00). During any period of occupancy of a residential unit by a hearing impaired or legally blind unit owner who does not occupy the residential unit with a non-hearing impaired or sighted person, said owner may refuse or discontinue Bulk Services without incurring disconnect fees, penalties or subsequent services fees while disconnected, and as to such residential units, the owners and DEVELOPER shall not be required to pay any charges related to such service. Notwithstanding anything contained in this Agreement or the Cable Television and Communication Service Access Agreement or other related agreements to the contrary, the DEVELOPER or Master Association shall only be billed the above fee based on the actual number of units constructed and completed and ready for occupancy on this Property and to which the Bulk Services have been activated.

6.4 The above-stated Bulk Services fee will remain effective for one (1) year after the activation of the first residential dwelling unit certified for occupancy within the Property and conveyed to a third party purchaser and to which Bulk Services has been activated and then shall be subject to annual increases of [redacted] percent ([redacted]%) of the rate in effect for the prior year, excluding sales taxes and franchise fees, plus any increase in TIME WARNER CABLE's programming costs during the prior year, as certified by TIME WARNER CABLE's Vice President of Finance upon written request from DEVELOPER; provided, however, that no annual increase shall exceed [redacted] percent ([redacted]%) of the rate in effect during the prior year, excluding sales taxes and franchise fees.

6.5 During the term of this Agreement, TIME WARNER CABLE shall have the right to enter into separate subscription agreements with any residents for any services in addition to the Bulk Services provided over the System by TIME WARNER CABLE, including additional hardware and software, such as remote control devices, converters or VCR connections, etc.; TIME WARNER CABLE shall not have the right to enter into such agreements after the expiration or termination of this Agreement. DEVELOPER and the Master Association shall not be responsible for any fees or charges resulting from such additional services. TIME WARNER CABLE shall directly bill the individual subscriber for these services. Service calls made by TIME WARNER CABLE at the request of an individual subscriber for service not related to any malfunction of TIME WARNER CABLE's System shall be billed to the individual subscriber in accordance with TIME WARNER CABLE's franchise rates.

6.6 If additional programming services beyond those set forth in Exhibit 2 hereafter become available to TIME WARNER CABLE, then, subject to TIME WARNER CABLE's deployment schedule and depending upon technical feasibility, TIME WARNER CABLE will make those services available to DEVELOPER, provided that the parties are able to agree on the additional charges to be paid therefor. Any such agreement shall be in writing and executed by the parties.

6.7 TIME WARNER CABLE shall not charge an installation fee for the first activation of Bulk Services to any residential unit on the Property.

6.8(a) TIME WARNER CABLE shall install and provide DEVELOPER with [redacted] a community service channel which will preempt one of the programming channels set forth on Exhibit 2 to be selected at TIME WARNER CABLE's discretion. DEVELOPER shall be responsible for all maintenance, repair or replacement of the equipment. TIME WARNER CABLE will assign its rights under any manufacturer's warranty on said equipment to DEVELOPER.

6.8(b) TIME WARNER CABLE shall not be responsible for any programming or content transmitted by DEVELOPER on DEVELOPER's exclusive community channel or channels. DEVELOPER covenants that it shall not use the exclusive community channels provided for hereunder in any manner which would violate federal, state or local laws or regulations. DEVELOPER hereby agrees to indemnify and hold TIME WARNER CABLE, and its affiliates, harmless against all claims, liability or damages incurred by TIME WARNER CABLE whatsoever arising from DEVELOPER's use of the exclusive community channels, including, without limitation, liability for intellectual property rights infringements (copyright violations, etc.), defamation or obscenity law violations. The provisions of this Section 6.8(b) shall survive the expiration or termination of this Agreement. DEVELOPER agrees to allow TIME WARNER CABLE reasonable air-time access to the community channel not to exceed 10% of total air time.

6.8(c) [redacted] TIME WARNER CABLE shall be responsible for maintenance and repair of the equipment upon DEVELOPER's written request for a period of ninety (90) days after installation of the equipment; thereafter, DEVELOPER shall be responsible for all maintenance, repair and replacement of the equipment. TIME WARNER CABLE will assign its rights under any manufacturer's warranty on said equipment to DEVELOPER.

6.9 DEVELOPER hereby agrees to indemnify and hold TIME WARNER CABLE, and its affiliates, harmless against all claims, liability or damages whatsoever incurred by TIME WARNER CABLE arising from [redacted] The provisions of this Section 6.9 shall survive termination of this Agreement.

Section 7. Default and Remedies. If any party shall continue to be in breach of this Agreement for thirty (30) days after written notice thereof, then, without further notice, the other party may terminate this Agreement and/or pursue any and all rights and remedies available to it, whether at law or in equity. In addition, TIME WARNER CABLE shall have the right to terminate this Agreement for DEVELOPER's failure to timely pay the Bulk Service charges set forth in Section 6. Subject to Section 8, DEVELOPER and/or the Master Association shall have the right to terminate this Agreement if TIME WARNER CABLE fails to provide the Services in accordance with this Agreement for a period in excess of two business days. All rights, privileges and remedies of the parties are cumulative, and the exercise of any one shall not be a waiver of any other. Any party may waive any provision, breach or default of this Agreement, but no waiver shall be valid unless written and signed by the party giving the waiver. No such waiver shall be deemed a waiver of any other provision or of any subsequent breach or default of similar nature. If any party is found to have violated the terms of this Agreement by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation, including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees in any appellate proceeding.

Section 8. Force Majeure. No party to this Agreement shall be in breach of contract or liable for damages under this Agreement due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond that party's control. This Section 8 shall not apply to payment of monies due.

Section 9. Notices. All notices or communications between the parties shall be in writing and be served by certified mail or personal delivery at the addresses set forth above, or to such other addresses as may be designated by any party.

Section 10. Authority to Execute. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so, and that this Agreement and all transactions contemplated hereby have been properly authorized by all necessary actions of the party represented, and that this Agreement constitutes a valid and binding obligation of the party represented.

Section 11. Controlling Law; Severability. This Agreement shall be controlled by Florida law, except where superseded by federal law. Venue for any action relating to this Agreement shall be where the Property is located. If any term of this Agreement is declared to be void or unenforceable by a court of competent jurisdiction, the other terms of the Agreement shall remain in effect and fully enforceable.

Section 12. Integration; Modification; Assignability; Further Assurances. Except for the Cable Television and Communications Service Access Agreement between the parties, this document constitutes the entire agreement between the parties concerning this subject and supersedes all prior agreements and understandings on the same subject, whether written or oral. No modification of this Agreement shall be enforceable unless in writing and executed by the parties or their successors. The conditions, restrictions and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be assignable by both parties upon ninety (90) days prior written notice. If additional actions or the exchange of additional information and documents between the parties is necessary to carry out the intent of this Agreement, the parties agree to take such additional actions and to cooperate with each other in such exchange provided that these actions do not limit or otherwise modify the rights of either party under this Agreement. In the event of assignment as a result of a merger, sale, acquisition (or other similar transaction) of TIME WARNER CABLE in which another party assumes the right and obligations of TIME WARNER CABLE, the terms and conditions of this Agreement shall remain unchanged and shall not be modified without the express written consent of DEVELOPER. Promptly upon the creation, at any time, of a resident-controlled homeowners association for the Property (the "Master Association"), DEVELOPER shall assign all of its rights and delegate all of its duties under this Agreement to the Master Association and shall cause the Master Association to assume this Agreement and all of DEVELOPER's rights and obligations hereunder. Upon DEVELOPER's assignment of this Agreement to the Master Association, DEVELOPER promptly will provide TIME WARNER CABLE with the name, address, telephone, facsimile, and contact name of the contact with the Master Association. Upon the Master Association's written assumption of all of DEVELOPER's obligations and duties under this Agreement, DEVELOPER will be relieved and released of any further liability or obligations to TIME WARNER CABLE attributable to periods from and after the effective date of such assumption.

Section 13. Permits and Approval Contingency; Commencement of Construction Contingency

Notwithstanding anything contained in this Agreement, the Cable Television Communication Service Access Agreement and related agreements to the contrary, the obligations of DEVELOPER under this Agreement and the rights granted to TIME WARNER CABLE under this Agreement are contingent upon DEVELOPER receiving all federal, state, county and local permits and approvals for development and construction of the Property. DEVELOPER shall provide TIME WARNER CABLE with written notice upon receipt of all such permits and approvals and start of construction of development of the Property. TIME WARNER CABLE further shall not interfere in any manner with COMPANY's development activities at the Property. Upon receipt of such notice TIME WARNER CABLE shall use commercially reasonable efforts to cooperate with DEVELOPER to coordinate the installation of the System with the DEVELOPER's construction activities. TIME WARNER CABLE shall not be required to expend any monies or conduct any construction until such time as (i) it has received such notice from DEVELOPER, (ii) the parties agree upon a construction plan and schedule, and (iii) it determines that it has appropriate easement and access rights to the Property. In the event DEVELOPER provides TIME WARNER CABLE with notice that it has not obtained permits and approvals and will not commence development of the Property this Agreement shall automatically terminate and all rights and obligations of both parties shall be null and void. In such event TIME WARNER CABLE shall have no claim against DEVELOPER for damages (actual or consequential) or lost profits or other similar claims or charges as a result of the termination of this Agreement.

000175

Section 14. LIMITATION OF WARRANTIES AND DAMAGES; Indemnification by TIME WARNER CABLE

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, TIME WARNER CABLE MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY TIME WARNER CABLE AND WAIVED BY DEVELOPER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. TIME WARNER CABLE shall indemnify and hold DEVELOPER and the Master Association harmless from any loss, claims, liabilities or other damages incurred by them as a result of any third party's claim relating to TIME WARNER CABLE's installation of the System and/or the provision of the Services as set forth in this Agreement; provided that DEVELOPER or Master Association grants TIME WARNER CABLE sole control over the defense and settlement of such claim and provided that they provide TIME WARNER CABLE with prompt written notice of such claim as soon as possible. TIME WARNER shall name the DEVELOPER and the Master Association as an additional insured on any policies of insurance held by TIME WARNER related to the activities under this Agreement.

000175

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

Witness

SANJAY KUTTEMPEROOR
Print witness name

Witness

AJAY KUTTEMPEROOR
Print witness name

TREVISO BAY DEVELOPMENT, LLC.
a Delaware limited liability company

By: Vincent Kuttemperoor
Vincent Kuttemperoor

As: President

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

STATE OF WISCONSIN

COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by Vincent Kuttemperoor, as President of **TREVISO BAY DEVELOPMENT, LLC.**, a Delaware limited liability company, on behalf of the corporation, who is [X] personally known to me or who has [ ] produced _____ as identification.

_____
Serial number

IS PERMANENT
Commission expiration date

Signature

CHRISTOPHER W. CRAMER
Print name

AFFIX SEAL:

NOTARY PUBLIC
CHRISTOPHER W. CRAMER
STATE OF WISCONSIN

TIME WARNER CABLE INC., a Delaware corporation, through its National Division, d/b/a Time Warner Cable

Witness

Marty Radcliff
Print witness name

Merlene G. Wells
Witness

Merlene G. Wells
Print witness name

By: Nancy Sanders
NANCY L. SANDERS

As: Group Vice President, Operations, National Division

160 Inverness Drive West, Suite 300
Englewood, Colorado 80112

STATE OF COLORADO
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER, 2005 by Nancy Sanders, as Group Vice President, Operations, National Division of Time Warner Cable Inc., on behalf of the corporation, who [illegible]ersonally known to me.

N/A
Serial number

My Commission Expires
07/24/2009
Commission expiration date

Janice S. Martin
Signature

JANICE S. MARTIN
Print name

AFFIX SEAL:

JANICE S. MARTIN
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT 1

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

000179

Parcel ID No. _____
Grantor's Tax ID No. _____
Grantee's Tax ID No. _____

COPY

NOT FOR RECORDING

Commercial Development
Time Warner Cable <==RETURN TO
1610 – 40th Terrace SW
Naples, Florida 34116
941-455-2363

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT DEED is made and delivered on August 8, 2005 by **TREVISO BAY DEVELOPMENT, LLC.** (hereinafter referred to as GRANTOR), a Delaware limited liability Company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, to TIME WARNER CABLE INC. (hereinafter referred to as GRANTEE), a Delaware corporation, through its National Division, d/b/a Time Warner Cable, with a place of business at 1610 – 40th Terrace SW, Naples, Florida 34116.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television and Communications Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with respect to the following described land situated in Collier County, Florida:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS to GRANTEE, its agents, successors and assigns, upon recording of the Plat for the Property, a non-exclusive easement for the term of the Bulk Cable Television and Communications Service and Easement Agreement upon, under, over and across only those portions of the above-described Property identified on the Plat as Public Utility Easements for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating, upgrading GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities in such designated areas, and for the purposes of marketing and delivering the cable television and communications services available through such facilities. No part of such system shall be deemed to be a fixture of or affixed to the real property.

In addition, GRANTEE shall have such rights with respect to any utility easements shown on any recorded plat as are set forth in Section 177.091(29), Florida Statutes (1995), as such statute may be amended from time to time.

GRANTEE's use of said easements shall not interfere with existing structures on the Property and GRANTEE shall at all times cooperate with GRANTOR, public utilities and other authorized parties with respect to shared use of this non-exclusive easement.

This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall terminate upon termination of the Bulk Cable Television Service and Easement Agreement.

GRANTOR hereby represents to GRANTEE that GRANTOR is the legally constituted entity which has authority pursuant to Florida law to grant this easement and that GRANTOR has good right and legal authority to grant the described interest in land; and that this grant complies with GRANTOR's articles of incorporation, by-laws and all applicable declarations, covenants and restrictions pertaining to the above-described land, as recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

NOT FOR RECORDING COPY

GRANTOR hereby represents to GRANTEE that GRANTOR is the legally constituted entity which has authority pursuant to Florida law to grant this easement and that GRANTOR has good right and legal authority to grant the described interest in land; and that this grant complies with GRANTOR's articles of incorporation, by-laws and all applicable declarations, covenants and restrictions pertaining to the above-described land, as recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

Witness

SANJAY KUTTEMPEROOR
Print witness name

Witness

AJAY KUTTEMPEROOR
Print witness name

TREVISO BAY DEVELOPMENT, LLC.
a Delaware limited liability company

By: Vincent Kuttemperoor
Vincent Kuttemperoor

As: President

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

STATE OF WISCONSIN

COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by Vincent Kuttemperoor, as President of **TREVISO BAY DEVELOPMENT, LLC.**, a Delaware limited liability company, on behalf of the corporation, who is [X] personally known to me or who has [ ] produced _____ as identification.

_____
Serial number

IS PERMANENT
Commission expiration date

Signature

CHRISTOPHER W. CRAMER
Print name

AFFIX SEAL:

384560.08 – 7/22/05

NOTARY PUBLIC
CHRISTOPHER W. CRAMER
STATE OF WISCONSIN

000181

EXHIBIT 2

PROGRAMMING SERVICES

Channel	Broadcast
	Basic Cable
2	WBBH (NBC) Fort Myers
3	WGCU (PBS) Fort Myers
4	WFTX (FOX) Cape Coral
5	WINK (CBS) Fort Myers
6	WTVK (WB) Naples
7	WZVN (ABC) Naples
8	WEVU (IND) Fort Myers
9	C-Span
10	C-Span2
11	Community Info
12	WRXY (IND)
13	TV Guide Channel
15	PAXtv
16	Collier County Government Access
18	WGN (IND) Chicago
20	Collier County Education Access
23	Information Channel
	Standard Cable
24	QVC
25	Home Shopping Network
26	ESPN Classic
27	ESPN
28	ESPN2
29	Discovery Channel
30	History Channel
31	TNT
32	CNN
33	Turner
34	American Movie Classics
35	BET 106
36	VH-1
37	Sunshine Network
38	The Travel Channel
39	FX/FXN
40	MSNBC
41	The Learning Channel
42	ABC Family
43	Fox Sports Florida

Channel	Broadcast
44	USA Network
45	Country Music TV
46	Comedy Central
47	Nickelodeon
48	Univision
49	E! Entertainment TV
50	Cartoon Network
51	TBS
52	The Weather Channel
53	FX
54	Home and Garden TV
55	The Golf Channel
56	Sci-Fi Channel
57	Spike TV
58	A&E
59	CNN Headline News
60	Fox News
61	TNT
62	Food Network
63	CNBC
64	Animal Planet
65	Court TV
66	Hallmark
67	FIT TV
68	TBN
69	Inspirational Network
70	Digital Help Channel
71	TV Land
72	MSNBC
73	Oxygen
74	WE Women's Entertainment
76	The Disney Channel
77	Telemundo
98	Community Services Channel
99	Community Surveillance Channel

EXHIBIT 2

PROGRAMMING SERVICES continued

Digital Variety

Channel	Broadcast	Channel	Broadcast
102	GSN	135	SCIENCE CHANNEL
103	OVATION	136	DISCOVERY HEALTH
104	BET ON JAZZ	137	DISCOVERY HOME CHANNEL
105	TURNER CLASSIC MOVIES	138	DISCOVERY TIMES
106	STYLE NETWORK	139	DISCOVERY WINGS
107	TOON DISNEY	140	BBC AMERICA
108	TRIO	141	BLOOMBERG
109	MTV2	142	NATIOINAL GEOGRAPHIC
110	NOGGIN	143	HISTORY INTERNATIONAL
111	LIFETIME MOVIE NETWORK	144	BIOGRAPHY
112	FUSE	145	INDEPENDENT FILM CHANNEL
114	VH-1 CLASSICS	162	SPEED CHANNEL
115	GOODLIFE TV	163	ESPNEWS
116	I-LIFE TV	166	OUTDOOR CHANNEL
117	NICK GAS	167	OUTDOOR LIFE
120	D-I-Y	168	FOX SPORTS WORLD
121	FINE LIVING	209	WGCU- PBS KIDS*
127	G4TECHTV	210	WGCU- STD*
133	NEWSWORLD INTERNATIONAL	211	WFKN- WGCU* (*6:00 A.M. to NOON)
134	DISCOVER KIDS		

Digital Music

Channel	Broadcast	Channel	Broadcast
901	SHOWCASE	925	SOLID GOLD OLDIES
902	TODAY'S COUNTRY	926	SINGERS & STANDARDS
903	CLASSIC COUNTRY	927	BIG BAND & SWING
904	BLUEGRASS	928	EASY LISTENING
905	R&B AND HIP HOP	929	SMOOTH JAZZ
906	CLASSIC R&B	930	JAZZ
907	SMOOTH R&B	931	BLUES
908	R&B HITS	932	REGGAE
909	RAP	933	SOUNDSCAPES
910	METAL	934	CLASSIC MASTERPIECES
911	ROCK	935	OPERA
912	ARENA ROCK	936	LIGHT CLASSICAL
913	CLASSIC ROCK	937	SHOW TUNES
914	ALTERNATIVE	938	CONTEMPORARY CHRISTIAN
915	RETRO-ACTIVE	940	RADIO DISNEY
916	ELECTRONICA	941	SOUNDS OF THE SEASON
917	DANCE	942	MUSICA URBANA
918	ADULT ALTERNATIVE	943	SALSA Y MERENGUE
919	SOFT ROCK	944	ROCK 'EN ESPANOL
920	HIT LIST	945	POP LATINO
921	PARTY FAVORITES	946	MEXICANA
922	90'S	947	AMERICANA
923	80'S		
924	70'S		
948			

REDACTED VERSION:

ESTIMATED ABSORPTION SCHEDULE

Treviso Bay Development LLC - Estimated absorption schedule HOMES TO USERS

2005 Prices:	Sales Price	# of Units	Total
# of units:			
Coach Homes (4 Unit Bldg) A TW			120
Attached villas (2 unit bldgs x 150) A R&D			100
Detached Villa #1 (60 x 130) A TW			76
Detached Villa #2 (70 x 165) A R&D			42
Detached Villa #3 (80 x 170) B			149
Executive Homes (100x 160) C			43
Executive Homes - builders (100x 160) C			15
Executive Homes - End Users (100x 160) C			13
Lux. Estate Homes - Builders (150 x 160) C			5
Lux. Estate Homes - End Users (150 x 160) C			6
Lux. Estate Homes (150 x 160) D			47
Mid Rise Mady C			198
Mid Rise Future B			98
Mid Rise D			288
Total			1,200

REDACTED

000185

REDACTED VERSION:

MISCELLANEOUS CORRESPONDENCE

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Treviso proposal for cable services 1-14-05

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, March 22, 2005 11:20 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso proposal for cable services 1-14-05

Sanjay, I don't want to put any pressure on you to make a decision but I did want you to know that I'll be out of the office Thursday through Monday so if you need anything from me in order for you to make a decision you'll have to let me know. Do you think there's any chance you might come to a decision by tomorrow because I would love to pass on some good news before I leave for the weekend. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, March 20, 2005 4:46 PM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: FW: Treviso proposal for cable services 1-14-05

Hello Nikki:

I am still reviewing the information and will get back to you shortly. Thank you for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 1:06 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso proposal for cable services 1-14-05

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 14, 2005 11:43 AM
To: chrisgray101@comcast.net
Subject: RE: Treviso proposal for cable services 1-14-05

Good morning Chris. I'm working on your final proposal right now and the financial model I was telling you about is very tight. As it stands I can agree to pay a [redacted] door fee for any bulk package you choose (including just Bulk Basic) on a quarterly basis for those units that have received a CO and been activated with cable service; however I would like to do better than that. [redacted] I think a bulk package included in the maintenance fee to your future residents would be a real benefit for the market you plan on targeting. When you consider that the resident would have a "turn key" telecommunications home (cable and internet) for only slightly more than what they would pay for basic only service on a retail basis it's really a huge advantage and selling point for your property.

As I mentioned Miromar and I believe Estuary are both bulk bundled properties as well as Veranda in Ft. Myers. We're also in the process of renegotiating with some of our properties to upgrade their current bulk package to include ancillary services as part of their bulk billing. Unfortunately I can't mention them by name because it's an active negotiation but I will tell you that one of them is a very large property located in Naples and that they contacted us about adding more services to their bulk package at the request of the residents.

So my question to you is, now that you've had some time to consider the options, are you leaning more towards a Bulk Basic only or a bundled package with Bulk Basic, Road Runner and Digital? [redacted]

Another added advantage to bulking Road Runner would be a vanity email address. I just got this approved for you in my effort to make our proposal stand out in front of our competitions. For the size property that you'll have it's a great way for Treviso to stand out among the others and brand the name Treviso and VK Development. Email addresses at Treviso would look something like cgray@treviso.com.

So, in closing, let me know if you're planning to bundle your bulk package with Road Runner and Digital so that I can plan to include a vanity email address for the property [redacted].

Remember the other points that I gave you where VK can make and save money though:

- The rate we negotiate today will be the initial rate upon first activation and the first rate increase would be twelve months after that date
- TW will only add a unit on to the main bulk billing account once it has actually been activated (not just when it's received a CO)
- TW always adds units as of the first of the following month after activation so there's no confusion with prorating, etc.
- [redacted]
- TW will also assign a Bulk Account Manager who will work with your property to coordinate installations and ancillary services for those residents who request them as an added convenience for you and your future residents

I'll wait to hear from you on your decision for a service package and then I'll get a modified proposal to you in writing so that you can make your final decision. Let me know if you have any questions in the meantime. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116

239-354-1531 (Fax)

Nikki Mello
Commercial Development

239-455-2363
Extension 79861

TIME WARNER DIGITAL CABLE

ROAD RUNNER HIGH SPEED ONLINE™ www.tw-swfla.com

March 14, 2005

Chris Gray
VK Development

sent via email to chrisgray101@comcast.net

RE: Modified Proposal for service to Treviso in Naples, Florida

Dear Chris:

Pursuant to our telephone conversation today I'd like to present this modified proposal for bulk service options for your future residents at Treviso.

Option 1 – Bulk Standard Basic Service with Digital Variety Package and Road Runner High-Speed Internet

1) **Standard Basic Service** (see attached channel line-up) would be activated to up to five pre-wired outlets in each unit free of charge. It is at the time of activation (after Certificate of Occupancy has been issued) when the unit is added to the main bulk billing account.
2) One Digital cable box would be installed in each unit with Time Warner's **Digital Variety Package** (see attached line-up).
3) One **Road Runner High-Speed Internet** connection would be provided to each unit.
4) The combined monthly rate for the Standard Basic Service with the Digital Variety Package and Road Runner would be only [redacted] **plus applicable taxes and fees** [redacted]
5) **Time Warner would also like to offer a wiring reimbursement fee to VK Developers in the amount of** [redacted] **per unit, for a total of** [redacted]**, to be paid on a quarterly basis for those units that have received a Certificate of Occupancy and have been activated with cable service.**
6) Annual increases would be only [redacted] (plus additional programming costs, *if any*), providing that no increase exceeds [redacted] in any one year.
7) The initial term of the Agreement would be for fifteen years.
8) Time Warner will provide a complete design including labor and materials to build the entire cable distribution system to serve the units and the general property site at no charge to VK Development.

Nikki Mello
Commercial Development

239-455-2363
Extension 79861

9) Time Warner will provide complete 24 hour technical service and maintenance of the entire system.
10) Ancillary services would be subscribed by and billed directly to the residents (i.e. additional Digital Service, Pay Per View, etc.).
11) Time Warner will provide [redacted]
12) Time Warner will provide insertion points for a **Community Channel and a surveillance channel** for the property's exclusive use. Your residents will be able to turn to a channel to view information programmed by your staff (i.e. welcome a new resident, advise of pool closing times for maintenance, promote an event being held at the clubhouse, etc.) or another channel to see who is at the front gate (or wherever you choose to put your cameras). [redacted]
13) **Time Warner would provide a vanity email address exclusive to Treviso that would look something like cgray@treviso.com**

Option 2 – Bulk Standard Basic Service with Digital Variety Package

1) **Standard Basic Service** (see attached channel line-up) would be activated to up to five pre-wired outlets in each unit free of charge. It is at the time of activation (after Certificate of Occupancy has been issued) when the unit is added to the main bulk billing account.
2) One Digital cable box would be installed in each unit with Time Warner's **Digital Variety Package** (see attached line-up).
3) The combined monthly rate for the Standard Basic Service with the Digital Variety Package would be only [redacted] **plus applicable taxes and fees** [redacted]
4) **Time Warner would also like to offer a wiring reimbursement fee to VK Developers in the amount of** [redacted] **per unit, for a total of** [redacted] **to be paid on a quarterly basis for those units that have received a Certificate of Occupancy and have been activated with cable service.**

All other bullet points 6-12 in Option 1 would apply to Option 2 as well

Nikki Mello
Commercial Development

239-455-2363
Extension 79861

Option 3 – Bulk Standard Basic Service with Road Runner High-Speed Internet

1) **Standard Basic Service** (see attached channel line-up) would be activated to up to five pre-wired outlets in each unit free of charge. It is at the time of activation (after Certificate of Occupancy has been issued) when the unit is added to the main bulk billing account.
2) One **Road Runner High-Speed Internet** connection would be provided to each unit.
3) The combined monthly rate for the Standard Basic Service with the Road Runner High-Speed Internet would be only [redacted] **plus applicable taxes and fees** [redacted]
4) **Time Warner would also like to offer a wiring reimbursement fee to VK Developers in the amount of** [redacted] **per unit, for a total of** [redacted] **to be paid on a quarterly basis for those units that have received a Certificate of Occupancy and have been activated with cable service.**

All other bullet points 6-13 in Option 1 would apply to Option 3 as well

As you can see I highlighted in red what has been modified to make reviewing this proposal easier for you. If you have any questions or comments please call me to discuss. We look forward to doing business with VK Development and hope that we've provided all the information you need to make an informed decision as to who would be the best cable provider for your future residents, guests and staff at Treviso. I look forward to hearing from you soon.

Sincerely,

Nikki Mello
Time Warner Cable

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:23 AM
To: 'Chris Cramer'
Subject: FW: Treviso modified proposal

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 7:00 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso modified proposal

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 14, 2005 4:13 PM
To: chrisgray101@comcast.net
Subject: Treviso modified proposal

Here's our modified proposal for your review Chris. I'm very pleased that I was able to get [redacted] as well as getting a vanity email address for the property. If you choose a package with bulk Road Runner you'd be also branding Treviso with their own exclusive email address for every single resident within the property.

It's my suggestion that if you're looking at the package that includes Basic with Road Runner you should consider the "turn key" package with Basic, Road Runner and Digital service because it's only a difference of [redacted] and provides you with the advantage of telling your future residents that they're all set with "expanded" cable and internet service for their move in. Their installation is completely hassle free and free of charge. What more could you ask?

As the attached proposal states please call me directly if you have any questions or comments on this modified proposal. I hope I've given you more than enough information for you to make an informed decision and I hope to hear from you soon!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Treviso proposal for cable services 1-14-05

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 21, 2005 8:09 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso proposal for cable services 1-14-05

Thank you for the heads up Sanjay. You did get my modified proposal right? If there are any questions you have for me please feel to call me directly at the office or on my cell, 777-2134. I hope to hear from you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, March 20, 2005 4:46 PM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: FW: Treviso proposal for cable services 1-14-05

Hello Nikki:

I am still reviewing the information and will get back to you shortly. Thank you for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 1:06 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso proposal for cable services 1-14-05

From: Mello, Nikki [mailto:nikki.mello@twcable.com]

Sent: Monday, March 14, 2005 11:43 AM
To: chrisgray101@comcast.net
Subject: RE: Treviso proposal for cable services 1-14-05

Good morning Chris. I'm working on your final proposal right now and the financial model I was telling you about is very tight. As it stands I can agree to pay a [redacted]door fee for any bulk package you choose (including just Bulk Basic) on a quarterly basis for those units that have received a CO and been activated with cable service; however I would like to do better than that. [redacted]. I think a bulk package included in the maintenance fee to your future residents would be a real benefit for the market you plan on targeting. When you consider that the resident would have a "turn key" telecommunications home (cable and internet) for only slightly more than what they would pay for basic only service on a retail basis it's really a huge advantage and selling point for your property.

As I mentioned Miromar and I believe Estuary are both bulk bundled properties as well as Veranda in Ft. Myers. We're also in the process of renegotiating with some of our properties to upgrade their current bulk package to include ancillary services as part of their bulk billing. Unfortunately I can't mention them by name because it's an active negotiation but I will tell you that one of them is a very large property located in Naples and that they contacted us about adding more services to their bulk package at the request of the residents.

So my question to you is, now that you've had some time to consider the options, are you leaning more towards a Bulk Basic only or a bundled package with Bulk Basic, Road Runner and Digital? [redacted]

Another added advantage to bulking Road Runner would be a vanity email address. I just got this approved for you in my effort to make our proposal stand out in front of our competitions. For the size property that you'll have it's a great way for Treviso to stand out among the others and brand the name Treviso and VK Development. Email addresses at Treviso would look something like cgray@treviso.com.

So, in closing, let me know if you're planning to bundle your bulk package with Road Runner and Digital so that I can plan to include a vanity email address for the property [redacted]

Remember the other points that I gave you where VK can make and save money though:

- The rate we negotiate today will be the initial rate upon first activation and the first rate increase would be twelve months after that date
- TW will only add a unit on to the main bulk billing account once it has actually been activated (not just when it's received a CO)
- TW always adds units as of the first of the following month after activation so there's no confusion with prorating, etc.
- [redacted]
- TW will also assign a Bulk Account Manager who will work with your property to coordinate installations and ancillary services for those residents who request them as an added convenience for you and your future residents

I'll wait to hear from you on your decision for a service package and then I'll get a modified proposal to you in writing so that you can make your final decision. Let me know if you have any questions in the meantime. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)

239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Treviso proposal for cable services 1-14-05

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, March 29, 2005 11:24 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso proposal for cable services 1-14-05

Good afternoon gentlemen. I was hoping to hear from you before I left for my long weekend but I don't have any messages so I assume you didn't call. Have you made a decision yet on who will be the best cable provider for Treviso or can you give me an idea as to what is holding up the decision making process? Is there any information that I can add that would help in the process?

Please let me know a status so that I can pass it along to Time Warner.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, March 20, 2005 4:46 PM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: FW: Treviso proposal for cable services 1-14-05

Hello Nikki:

I am still reviewing the information and will get back to you shortly. Thank you for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 1:06 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso proposal for cable services 1-14-05

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 14, 2005 11:43 AM
To: chrisgray101@comcast.net
Subject: RE: Treviso proposal for cable services 1-14-05

Good morning Chris. I'm working on your final proposal right now and the financial model I was telling you about is very tight. As it stands I can agree to pay a [redacted]door fee for any bulk package you choose (including just Bulk Basic) on a quarterly basis for those units that have received a CO and been activated with cable service; however I would like to do better than that. [redacted]. I think a bulk package included in the maintenance fee to your future residents would be a real benefit for the market you plan on targeting. When you consider that the resident would have a "turn key" telecommunications home (cable and internet) for only slightly more than what they would pay for basic only service on a retail basis it's really a huge advantage and selling point for your property.

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So my question to you is, now that you've had some time to consider the options, are you leaning more towards a Bulk Basic only or a bundled package with Bulk Basic, Road Runner and Digital? [redacted]

Another added advantage to bulking Road Runner would be a vanity email address. I just got this approved for you in my effort to make our proposal stand out in front of our competitions. For the size property that you'll have it's a great way for Treviso to stand out among the others and brand the name Treviso and VK Development. Email addresses at Treviso would look something like cgray@treviso.com.

So, in closing, let me know if you're planning to bundle your bulk package with Road Runner and Digital so that I can plan to include a vanity email address for the property [redacted]

Remember the other points that I gave you where VK can make and save money though:

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- TW will only add a unit on to the main bulk billing account once it has actually been activated (not just when it's received a CO)
- TW always adds units as of the first of the following month after activation so there's no confusion with prorating, etc.
- [redacted]
- TW will also assign a Bulk Account Manager who will work with your property to coordinate installations and ancillary services for those residents who request them as an added convenience for you and your future residents

I'll wait to hear from you on your decision for a service package and then I'll get a modified proposal to you in writing so that you can make your final decision. Let me know if you have any questions in the meantime. Thanx.

Nikki Mello

Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Time Warner proposal for Treviso

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, April 01, 2005 6:52 PM
To: 'Mello, Nikki'
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Hello Nikki:

I appreciate your enthusiasm for our project. I honestly have not had a change to look at it. I will probably do so mid next week. It would help to get names and numbers of some of the other developers you have worked with. Thanks and have a nice weekend.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, April 01, 2005 10:05 AM
To: Sanjay Kuttemperoor
Subject: Time Warner proposal for Treviso

It's Friday Sanjay so I have to do my end-of-the-week follow-up and see if you've had a chance to look over the proposals and if, based on those, you were able to make a decision as to who is the best overall cable provider for your future Treviso residents? Of course I'm hoping for some good news to get me through the weekend but if you need more time just let me know that so I can pass it along. :o)

If it helps I'd be happy to provide a couple developers names and contact info that you can call to question about Time Warner. I know you're a bit new to the area and even if you're familiar with a cable operator from another division it's not a guarantee that their reputation is the same from one local market to another. I think we've showed that your business is very important to us and I hope I've done my job in helping you understand what our goals are for our future partnership but if you'd like to ask someone else in your business I can put you in touch with someone. Let me know.

I know you're very busy but I do hope to hear from you today. If there's anything that I can do just let me know. Thanx!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace

Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:25 AM
To: 'Chris Cramer'
Subject: FW: Time Warner proposal for Treviso

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----
From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, April 01, 2005 8:48 PM
To: Sanjay Kuttemperoor
Subject: RE: Time Warner proposal for Treviso

Well I see that you work as late as I do Sanjay. Thank you for taking a minute to reply and I will forward you a couple of names and numbers on Monday morning. The first one that comes to mind is Roni Elias from Elias Brothers Communities. I just signed two new projects with him with one more on the way shortly. It may be impossible for you to get in touch with him directly so I'll give you his right hand's number, Rick Mercer. Rick used to work for WCI and has done business with both myself and Comcast and actually did most of the negotiating for the contracts with Elias Brothers so I'm sure he'll have useful feedback for you.

I'm thinking another good reference might be from a company that owns and manages two large properties in Ft. Myers. Del Tura and Tara Woods (as well as several others). I've just negotiated a renewal agreement with them and maybe it'll give you an idea of our commitment to our customers now and throughout our partnership. Not just while we negotiate the initial contracts.

I'll get those numbers for you Monday and hopefully I'll hear from you by the end of the week with some good news. If you have any questions as you go over the modified proposal you know you can call me anytime. Thank you and have a great weekend!

Nikki

> -----Original Message-----
> From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
> Sent: Fri 4/1/2005 7:52 PM
> To: Mello, Nikki
> Cc: 'Chris Gray'
> Subject: RE: Time Warner proposal for Treviso

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:26 AM
To: 'Chris Cramer'
Subject: FW: Time Warner proposal for Treviso

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, April 15, 2005 6:34 AM
To: 'Mello, Nikki'
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Please give me a call today Nikki at 262-790-6000.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, April 10, 2005 6:06 PM
To: 'Mello, Nikki'
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Still haven't had time to review...will get to it by the end of this week. Thanks for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, April 04, 2005 9:29 AM
To: Sanjay Kuttemperoor
Cc: Chris Gray
Subject: RE: Time Warner proposal for Treviso

Good morning gentlemen. As promised I'd like to give you a couple of different contacts that you are welcome to call and use as a reference for Time Warner to, hopefully, help you in your decision making process.

The first one is a developer in Collier County, Elias Brothers Communities. I recently negotiated two new deals with this gentleman who is essentially the right hand of the owner of the company. I would send you right to Roni Elias, the developer, himself but I know for a fact he is impossible to get in touch with (sound familiar :o). The

person you can call is Rick Mercer, Director of Planning and Development, and he can be reached at 354-2080.

The second reference I'd like to give you today is from a property owner/management company from two of my large properties in Ft. Myers. I've recently renegotiated a renewal with them and last year we upgraded their System to include a Community Channel. Your contact there is Pam Johnson and she can be reached at 312.604-7571.

I could provide another developer reference if you'd like but I know you're busy so you probably don't have time to sit on the phone. Please do feel free to call either or both of these references though.

Have a great day and hopefully we'll talk before the end of the week.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, April 01, 2005 7:52 PM
To: Mello, Nikki
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Hello Nikki:

I appreciate your enthusiasm for our project. I honestly have not had a change to look at it. I will probably do so mid next week. It would help to get names and numbers of some of the other developers you have worked with. Thanks and have a nice weekend.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, April 01, 2005 10:05 AM
To: Sanjay Kuttemperoor
Subject: Time Warner proposal for Treviso

It's Friday Sanjay so I have to do my end-of-the-week follow-up and see if you've had a chance to look over the proposals and if, based on those, you were able to make a decision as to who is the best overall cable provider for your future Treviso residents? Of course I'm hoping for some good news to get me through the weekend but if you need more time just let me know that so I can pass it along. :o)

If it helps I'd be happy to provide a couple developers names and contact info that you can call to question about Time Warner. I know you're a bit new to the area and even if you're familiar with a cable operator from another division it's not a guarantee that their reputation is the same from one local market to another. I think we've showed that your business is very important to us and I hope I've done my job in helping you understand what our goals are for our future partnership but if you'd like to ask someone else in your business I can put you in touch with someone. Let me know.

I know you're very busy but I do hope to hear from you today. If there's anything that I can do just let me know. Thanx!

Nikki Mello
Time Warner Cable

1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:29 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, April 25, 2005 1:24 PM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay agreements

Thank you for the update. If there's anything you need from me please let me know. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, April 25, 2005 2:51 PM
To: Mello, Nikki
Subject: RE: Treviso Bay agreements

Reviewing the contracts. Will get back to you as soon as I can.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, April 21, 2005 3:06 PM
To: Sanjay Kuttemperoor
Subject: Treviso Bay agreements

Sanjay, thank you again for your commitment to Time Warner. I'll do all that I can to ensure that you're always happy with the service that you receive from us. Please know that you can always call me to discuss any issues.

Attached are the bulk agreement and access agreement for Treviso Bay. Please take some time review them paying special attention to the legal entities and addresses that I've used as I just took them from corporate records. If you agree to the terms then just let me know and I'll overnight hard copies to you for signature. We have you execute two originals of each agreement so that, once fully executed, we can return an original back to you for your records.

If you have any questions or issues you'd like to discuss please give me a call or you can redline the agreement and forward it back to me to review. I know you're very busy so whatever you think is easier is fine with me.

I'll get a wiring specifications sheet to forward to you tomorrow from construction however if you or your team has any construction related questions you are welcome to call Mike Sanchez who is the Construction Supervisor here. I'll let him know that we're working out the terms of the agreements so that he can verbally help you with any questions you may have. We can't spend any dollars on your project until we have a fully executed agreement so whatever I can do to help expedite that process please let me know. You can reach Mike at 239-455-2363 ext. 79245. Mike went with me on my initial meeting with Chris so he's familiar with your project.

If there's anything else you think of just let me know. I'll follow-up with you Monday after you've had some time to look over the attached agreements.

Talk to you soon and thank you again!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, April 21, 2005 9:00 AM
To: Mello, Nikki
Subject: RE: Treviso modified proposal

I got your message. I do understand that the fee that I have proposed is "precedent setting" with Time Warner...tell your boss that the "precedent setting" theme is applicable to our entire development. No one around with have the same program that our development will have...so Time Warner will definitely want to be associated with it.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, April 20, 2005 2:24 PM
To: Sanjay Kuttemperoor
Subject: RE: Treviso modified proposal

Sanjay, I left you a message earlier and was hoping to be able to call you back today with a definitive answer regarding your request but I just received an email from Dan Wright, our GM, and he's stuck on a conference call and still needs to discuss one item with our VP. He still hopes to get back to me tonight but I have to leave about 4:30 so I wanted to shoot you an email in case you don't hear from me tonight. I did give your number to Dan so you may get a call from him directly as I've stressed the importance of this partnership to all of them many times so he understands my desire to get you a response ASAP.

Thank you for your patience and I hope you understand that, although this partnership is very important to us, it is taking some time to determine whether your request works with this deal. I've already told you that I had on the table our best offer [redacted] That's why it's out of my hands and I'm fighting for it with the "powers that be" because you told me that it was necessary to get the deal done. If you can think of anything else that would get the deal done that is more within my power to grant please let me

know. :o) Otherwise bear with me as I continue to negotiate on your behalf with Time Warner. One more day and I should be able to put something in writing for you and hopefully it will be attached to a contract for you to sign.

If you need anything before you hear from me again my private cell number is [redacted]. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Mello, Nikki
Sent: Friday, April 15, 2005 8:46 AM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso modified proposal

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Mello, Nikki
Sent: Monday, March 14, 2005 4:13 PM
To: 'chrisgray101@comcast.net'
Subject: Treviso modified proposal

Here's our modified proposal for your review Chris. I'm very pleased that I was able to get [redacted] as well as getting a vanity email address for the property. If you choose a package with bulk Road Runner you'd be also branding Treviso with their own exclusive email address for every single resident within the property.

It's my suggestion that if you're looking at the package that includes Basic with Road Runner you should consider the "turn key" package with Basic, Road Runner and Digital service because it's only a difference of [redacted] and provides you with the advantage of telling your future residents that they're all set with "expanded" cable and internet service for their move in. Their installation is completely hassle free and free of charge. What more could you ask?

As the attached proposal states please call me directly if you have any questions or comments on this modified proposal. I hope I've given you more than enough information for you to make an informed decision and I hope to hear from you soon!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:29 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, April 27, 2005 7:57 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

8a.m. is fine. I'll see you then.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, April 27, 2005 9:49 AM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

How about 8:00 am at our office.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, April 27, 2005 7:14 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

Looks like you sent this today so do you want to meet Thursday a.m?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace

Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, April 27, 2005 8:35 AM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

Nikki:

Do you have time to meet tomorrow morning in our office to discuss the agreements.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:30 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay redlines

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, May 18, 2005 9:22 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay redlines

Section 6.8 references the Community Channel and character generation software.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, May 16, 2005 12:34 PM
To: Mello, Nikki
Subject: RE: Treviso Bay redlines

Nikki:

I understand. I have been swamped. I will try and get to it. I was told to ask you where a "character generator" is included in our package. Apparently is has something to do with the community channel.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, May 12, 2005 10:26 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay redlines

What's up Sanjay? Had a chance to look at those documents yet because directives are already coming down to me to stop a lot of what I've been doing with regard to competing against Comcast and I can see that very quickly I'm going to be told "no more contracts". I want to get yours signed and turned in before that happens so I can't stress enough how important it is for me to get your contract in like next week and with as minimal changes as possible. So look it over as soon as you can and decide what's really important and get it back to me so we can ink it. It's a great deal and I don't want to see all our hard work

be for nothing. I'm off tomorrow and Monday but call me after that if you have any questions. We've got to get this done now or you'll be renegotiating again and I certainly don't want to see that happen. I'm sorry we're in this position now but whatever I can do to help expedite the process for both our sakes please let me know.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, May 06, 2005 6:30 PM
To: Mello, Nikki
Subject: RE: Treviso Bay redlines

Haven't looked at them yet. Will get to it next week.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, May 06, 2005 9:34 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay redlines

Just wanted to follow-up and see if you've had time to read over the redlines I sent you last week yet. I'm sure you'll have additional comments on them and more changes that you'd like to add so I'm waiting on your feedback and then hopefully we can agree on a final document for signature. Let me know how it's going. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Mello, Nikki
Sent: Friday, April 29, 2005 11:23 AM
To: 'Sanjay Kuttemperoor'
Subject: Treviso Bay redlines

Sanjay, attached are your agreements marked up to show what we discussed yesterday and a clean copy with those redlines accepted. The "only" thing that my boss wants to see changed is in the complimentary services. [redacted]

Take a look at what I've done, because I'm sure I missed something, and let me know what you still need modified. Maybe we can get this done by end of next week? :o)

I'm also attaching the wiring specifications sheet that was provided to me. It looks like it's pretty detailed but I'm sure you'll find it useful. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:30 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay markup

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, May 23, 2005 9:40 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay markup

I looked this over and added the changes that I could to my redline markup but I do have a few questions. Some things I'm having a tough time reading so I'll have to ask you about those and I have a few other questions about some of the language changes you made. I've got a lunch meeting now so I'll try to call you afterwards.

Thanx Nikki

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, May 23, 2005 9:53 AM
To: Mello, Nikki
Subject: RE: Treviso Bay markup

Hello Nikki:

Attached is my latest markup of the agreement...I suspected you expected more changes. Please call with any questions. I am here all week.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:31 AM
To: 'Chris Cramer'
Subject: FW: minor changes after our legal review

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----
From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, May 26, 2005 9:42 AM
To: Sanjay Kuttemperoor
Subject: RE: minor changes after our legal review

Okay then, I'll follow up with you June 6th. Travel safely. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, May 26, 2005 11:35 AM
To: Mello, Nikki
Subject: Re: minor changes after our legal review

Hello Nikki:

Thanks for your email. I will be out of town next week and will return to WI the week of June 6. I will review the documents in the meantime.
Thanks and have a good weekend.
-----Original Message-----
From: "Mello, Nikki" <nikki.mello@twcable.com>
Date: Thu, 26 May 2005 10:43:25
To:"Sanjay Kuttemperoor" <sanjay@vkdevelopment.com>
Subject: minor changes after our legal review

Im very impressed and thankful that TW legal didnt completely redo the Agreements I sent to them to review (which they have been known to do).
I spoke with them ahead of time and advised them of what youre intents were with regard to the changes you had made and asked that they be spare in the changes that they required. They were and I hope that, after you review the changes, youll be ready to get this done.

Look over the attached and let me know if you have any questions. I think the only issue that our legal had was that they wanted to make sure there was language that stated if we lost the ability to service the residents on an exclusive bulk basis that we did not have to pay any more monies and that we were able to get back some monies that we had already paid based on the term that we have serviced those units that had been paid for. (does that make sense :o) read the changes first and I think it will) We both know that we should never have this situation but; like you wanting specific language in there regarding mergers, sales, acquisitions, etc.; they want language regarding the possibility of us loosing our rights to service bulk exclusively. I think its very fair.

Just for your information Im leaving today at noon and will be back on Tuesday. My son has a hockey tournament in Disney so were off for the weekend. Hopefully youll get a chance to look this over so we can get it done next week. By the way I did speak with my upper management about your concerns about the contract not being fully assignable and they assured me that the corporate agreements between TW and Comcast (or any other provider that might be in this same position) would guarantee that the new company assume all terms and conditions of all fully executed Agreements. [redacted] Id be happy to let them know what their responsibilities will be should this sale ever be completed if they truly dont already know.

Have an awesome weekend! Maybe next week you guys can find some time to go to lunch with me to celebrate the signing of the Agreements! Ill follow-up with you on Tuesday.

Nikki Mello

Time Warner Cable

1610 SW 40th Terrace

Naples, Florida 34116

239-455-2363 ext 79861 (Office)

239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:30 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay markup

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, May 23, 2005 7:53 AM
To: 'Mello, Nikki'
Subject: RE: Treviso Bay markup

Hello Nikki:

Attached is my latest markup of the agreement...I suspected you expected more changes. Please call with any questions. I am here all week.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:32 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Saturday, June 11, 2005 7:39 AM
To: Mello, Nikki
Subject: Re:

No problem. I hope your daughter is ok.

Sanjay
-----Original Message-----
From: "Mello, Nikki" <nikki.mello@twcable.com>
Date: Wed, 15 Jun 2005 08:35:49
To:"Sanjay Kuttemperoor" <sanjay@vkdevelopment.com>
Subject: RE:

Sanjay, I just wanted you to know that I have not dropped off the face of the earth. My one year old daughter has been in the hospital for a week and I've been away from phones and computers. We're back home today and I'm back to work tomorrow (I hope) so I'll be able to look over these changes and get back to you then. If you need anything else from me please let me know. Sorry I've been out of touch for awhile.

Nikki

> -----Original Message-----
> From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
> Sent: Tue 6/7/2005 4:11 PM
> To: Mello, Nikki
> Cc:
> Subject:

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:31 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, June 07, 2005 2:11 PM
To: 'Mello, Nikki'
Subject:

Comments on your last markup. I will be in Naples on the 15th.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:32 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, June 20, 2005 12:45 PM
To: 'Mello, Nikki'
Subject:

Hello Nikki:

OK. Just a few more editorial changes. Hopefully you are not getting frustrated... the document needs to be right. Think we are there with these changes. Pretty quick response back, don't you think?

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:32 AM
To: 'Chris Cramer'
Subject: FW: Treviso cable agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, June 24, 2005 9:56 AM
To: Sanjay Kuttemperoor
Subject: Treviso cable agreements

Sanjay, I left you a brief voice mail just now but also wanted to shoot you an email to let you know that I spoke to Dan Gliver, our legal council, and he is in complete agreement with you that so long as we continue to have bulk rights to the property we will continue to pay the fees. He also agreed to add your inserted sentence to the Bulk Service Agreement Section 2.1.2 to read as:

> **2.1.2** The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or TIME WARNER CABLE from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations. [redacted]

However he feels that with this added sentence there's no need to make additional changes to the Access Agreement in Section 1 (other than to move the added language into it's own paragraph because it doesn't fit there). I know that you will have some issue with that because your interpretation is different than his even though you both have a common understanding of what it *should* mean. Therefore I think, in the interest of time, you should go ahead and give him a call to discuss. I know that once you two get together it won't take long for you to agree on appropriate language that will satisfy you both.

I know you're very busy but could you please give Dan a call directly and then let me know how it went. I told Dan to expect your call and I'm sure he'll send me whatever you agree to in the end. You can reach Dan directly at (208) 383-3958.

We're almost there Sanjay. I think with these two paragraphs we'll be set. Thank you for all your time. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----
From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 07, 2005 6:57 AM
To: Sanjay Kuttemperoor
Subject: RE:

Now isn't that just my luck. Thank you for your effort anyway. We'll just have to follow up with him on the 11th. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, July 06, 2005 4:51 PM
To: Mello, Nikki
Subject: RE:

Just left him a message. He is out until the 11th.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)
-----Original Message-----
From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, July 06, 2005 9:23 AM
To: Sanjay Kuttemperoor
Subject: RE:

Thanx for the update Sanjay. I know you're really busy but if you can get a few minutes to call Dan today I think we can take care of this quickly so I don't have to bother you anymore. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 05, 2005 10:52 AM

To: Mello, Nikki
Subject: Re:

Hi Nikki:

I will follow up with him tomorrow.

Sanjay
-----Original Message-----
From: "Mello, Nikki" <nikki.mello@twcable.com>
Date: Tue, 5 Jul 2005 10:32:59
To:"Sanjay Kuttemperoor" <sanjay@vkdevelopment.com>
Subject: RE:

Good morning Sanjay. I'm back from vacation today and just wanted to check in with you to see if you've had a chance to call Dan yet? Let me know where we're at and I hope you had a nice holiday....

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, June 29, 2005 3:59 PM
To: Mello, Nikki
Subject:

Have not called the lawyer yet...will do so tomorrow.

Sanjay

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, July 11, 2005 2:25 PM
To: Sanjay Kuttemperoor
Subject: RE: TREVISO BAY DEVELOPMENT latest mark ups

Sure, just remember that some of his suggested changes we have already omitted so I'm sure he'll go back to those. They're minor though so I'm sure you two can work it out together. Dan's very easy to work with and understands, from me, the deal points, etc so he shouldn't require anything major from us as far as markups.

Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 11, 2005 4:18 PM
To: Mello, Nikki
Subject: RE: TREVISO BAY DEVELOPMENT latest mark ups

Nikki:

Just got off the phone with Dan. He wants to make sure he is dealing with the most recent version of the documents. Can I send him what you just send me.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, July 11, 2005 12:33 PM
To: Sanjay Kuttemperoor
Subject: TREVISO BAY DEVELOPMENT latest mark ups

These are the latest mark ups that I have based on the modifications that you sent me on 6-20-05. Try to discuss only this paragraph with him, which is the one that I talked to him about.

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or TIME WARNER CABLE from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations. [redacted]

I think you also had questions about the Indemnification language and, of course, if discussion of the above paragraph leads to any questions on others you can both discuss those but keep in mind that some of his suggested changes we have decided not to accept on a local level as part of *our* negotiations.

If you have any questions give me a call. I left a message for Dan to call you ASAP. Thanks!

Nikki

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 11, 2005 2:18 PM
To: 'Mello, Nikki'
Subject: RE: TREVISO BAY DEVELOPMENT latest mark ups

Nikki:

Just got off the phone with Dan. He wants to make sure he is dealing with the most recent version of the documents. Can I send him what you just send me.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, July 11, 2005 12:33 PM
To: Sanjay Kuttemperoor
Subject: TREVISO BAY DEVELOPMENT latest mark ups

These are the latest mark ups that I have based on the modifications that you sent me on 6-20-05. Try to discuss only this paragraph with him, which is the one that I talked to him about.

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or TIME WARNER CABLE from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations. [redacted]

I think you also had questions about the Indemnification language and, of course, if discussion of the

above paragraph leads to any questions on others you can both discuss those but keep in mind that some of his suggested changes we have decided not to accept on a local level as part of *our* negotiations.

If you have any questions give me a call. I left a message for Dan to call you ASAP. Thanks!

Nikki

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 11, 2005 2:32 PM
To: 'dglivar@hollandhart.com'
Cc: 'Mello, Nikki'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Dan:

Attached are the most recent versions of the documents that I have been working on with Nikki. Please send me a blackline showing the changes from these versions. Thanks.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, July 12, 2005 9:44 AM
To: sanjay@vkdevelopment.com
Subject: FW: Revised Treviso Bay Agreements

Sanjay, if you'll just look over what Dan has sent us here and let me know if he covered all your points okay then I'll let him know we're ready for signature. If you see additional modifications needed you can send them directly to me and I'll see if I can help before we go back to Dan. Thanx again for calling Dan directly to discuss. I know it was easier than using me as a go between and definitely saved us all time.

I look forward to hearing back from you and getting a package in the mail....

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)
-----Original Message-----
From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Tuesday, July 12, 2005 11:23 AM
To: sanjay@vkdevelopment.com; Mello, Nikki
Subject: Revised Treviso Bay Agreements

Sanjay and Nikki:

As requested, attached are revised documents marked to show my changes to the documents forwarded to me by Sanjay yesterday. I believe these changes accurately reflect our discussion yesterday and should wrap us this transaction.

Please note the following:

1. I did not make any changes to Section 2.1.2 of the Bulk Agreement as Sanjay and I discussed because I thought all provisions involving payments to the Developer should be handled in the separate Agreement. Accordingly, I made the clarification we discussed (under Section 2.1.2 of the Bulk Agreement) in Section 5.4 of the other Agreement. I presume that Sanjay would prefer that approach and it gets us to the same place [redacted].

2. Time Warner can under no circumstances commit to "best efforts" with respect to any contractual obligation, as that standard has no limitations on reasonableness and could theoretically require Time Warner to "go to the ends of the earth and at all costs" to comply. Commercially reasonable efforts is the recognized and accepted

industry standard.

3. In the separate Agreement, I moved the default events from Section 1 to Section 5.4, as discussed. This is where I tried to clarify Sanjay's concerns regarding the narrow events in which Time Warner would receive a pro-rata refund and not be required to pay additional fees.

Please let me know if these changes are acceptable, and I will prepare execution copies.

Regards,

Daniel J. Glivar, Esq.
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
Facsimile (Desktop): (866) 607-8681
Email: dglivar@hollandhart.com
Admitted in Colorado and Idaho
HOLLAND&HART.

CONFIDENTIALITY NOTICE: This communication is confidential and may be privileged under law. If you believe that it has been sent to you in error, please reply to the sender that you received this communication in error, then delete it immediately. Thank you.

ELECTRONIC TRANSACTION NOTICE: This communication does not reflect an intention by the sender or the sender's client to provide a signature, conduct a transaction, or make any agreement by electronic means. Nothing contained herein shall constitute an electronic signature, transaction or contract under any law, rule or regulation.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:37 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Wednesday, July 13, 2005 7:50 AM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Agreements

Are there other comments? I want to review as a whole so we can wrap up.

Dan

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 12, 2005 3:32 PM
To: Dan Glivar; nikki.mello@twcable.com
Subject: RE: Revised Treviso Bay Agreements

Attached are some preliminary comments to new Section 5.4. This seemed to be the most substantive new provision which I think still needs some thought. I am going over the rest of the agreements hopefully one last time.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Tuesday, July 12, 2005 9:23 AM
To: sanjay@vkdevelopment.com; nikki.mello@twcable.com
Subject: Revised Treviso Bay Agreements

Sanjay and Nikki:

As requested, attached are revised documents marked to show my changes to the documents forwarded to me by Sanjay yesterday. I believe these changes accurately reflect our discussion yesterday and should wrap us this transaction.

Please note the following:

1. I did not make any changes to Section 2.1.2 of the Bulk Agreement as Sanjay and I discussed because I thought all provisions involving payments to the Developer should be handled in the separate Agreement. Accordingly, I made the clarification we discussed (under Section 2.1.2 of the Bulk

Agreement) in Section 5.4 of the other Agreement. I presume that Sanjay would prefer that approach and it gets us to the same place[redacted]

2. Time Warner can under no circumstances commit to "best efforts" with respect to any contractual obligation, as that standard has no limitations on reasonableness and could theoretically require Time Warner to "go to the ends of the earth and at all costs" to comply. Commercially reasonable efforts is the recognized and accepted industry standard.

3. In the separate Agreement, I moved the default events from Section 1 to Section 5.4, as discussed. This is where I tried to clarify Sanjay's concerns regarding the narrow events in which Time Warner would receive a pro-rata refund and not be required to pay additional fees.

Please let me know if these changes are acceptable, and I will prepare execution copies.

Regards,

Daniel J. Glivar, Esq.
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
Facsimile (Desktop): (866) 607-8681
Email: dglivar@hollandhart.com
Admitted in Colorado and Idaho
HOLLAND&HART.

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:37 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Wednesday, July 13, 2005 9:21 AM
To: Sanjay Kuttemperoor
Cc: nikki.mello@twcable.com
Subject: RE: Revised Treviso Bay Agreements

Sanjay:

Your comments seem to reflect that you believe there is a "penalty" aspect to Section 5.4. That is not the case.

TWC is NOT seeking for the owner to make TWC whole on "lost revenue". All that is being said is that, if TWC has not provided service to any unit on an exclusive basis for a five-year period, and it loses its right to do so, Developer would have to REFUND that part of the [redacted] payment made by TWC for such right (pro-rated over a five year basis).

As an example:

If TWC has paid the [redacted] on 100 units, and served 50 of them for six years exclusively, 30 of them exclusively for 3 years, and 20 of them exclusively for 1 year, and a new law is passed prohibiting such exclusive arrangements and other providers come onto the property to serve these units, then the following would apply:

TWC would have no claim against Developer for a refund of any part of the [redacted] for the 50 units.

TWC would receive a partial refund for the 30 units calculated as [redacted] per unit.

TWC would receive a partial refund for the 20 units calculated as [redacted] per unit.

Of course, if the law was passed but no other provider decided to enter the property, then TWC would be entitled to NO refund.

Is this helpful?

Dan

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 12, 2005 3:32 PM
To: Dan Glivar; nikki.mello@twcable.com
Subject: RE: Revised Treviso Bay Agreements

Attached are some preliminary comments to new Section 5.4. This seemed to be the most substantive new provision which I think still needs some thought. I am going over the rest of the agreements hopefully one last time.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Tuesday, July 12, 2005 9:23 AM
To: sanjay@vkdevelopment.com; nikki.mello@twcable.com
Subject: Revised Treviso Bay Agreements

Sanjay and Nikki:

As requested, attached are revised documents marked to show my changes to the documents forwarded to me by Sanjay yesterday. I believe these changes accurately reflect our discussion yesterday and should wrap us this transaction.

Please note the following:

1. I did not make any changes to Section 2.1.2 of the Bulk Agreement as Sanjay and I discussed because I thought all provisions involving payments to the Developer should be handled in the separate Agreement. Accordingly, I made the clarification we discussed (under Section 2.1.2 of the Bulk Agreement) in Section 5.4 of the other Agreement. I presume that Sanjay would prefer that approach and it gets us to the same place [redacted]

2. Time Warner can under no circumstances commit to "best efforts" with respect to any contractual obligation, as that standard has no limitations on reasonableness and could theoretically require Time Warner to "go to the ends of the earth and at all costs" to comply. Commercially reasonable efforts is the recognized and accepted industry standard.

3. In the separate Agreement, I moved the default events from Section 1 to Section 5.4, as discussed. This is where I tried to clarify Sanjay's concerns regarding the narrow events in which Time Warner would receive a pro-rata refund and not be required to pay additional fees.

Please let me know if these changes are acceptable, and I will prepare execution copies.

Regards,

Daniel J. Glivar, Esq.
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
Facsimile (Desktop): (866) 607-8681
Email: dglivar@hollandhart.com
Admitted in Colorado and Idaho
HOLLAND&HART

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provide a signature, conduct a transaction, or make any agreement by electronic means. Nothing contained herein shall constitute an electronic signature, transaction or contract under any law, rule or regulation.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:37 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Cramer [mailto:ccramer@vkdevelopment.com]
Sent: Friday, July 15, 2005 10:52 AM
To: DGlivar@hollandhart.com; nikki.mello@twcable.com
Cc: 'Sanjay Kuttemperoor'
Subject: Treviso Bay

Dan and Nikki-

Attached please find a redlined version of the Service Access Agreement and Bulk Service and Easement Agreement relating to Treviso Bay incorporating changes proposed by Sanjay. Please review the attached and provide Sanjay and me with your comments.

Please note that in an effort to expedite this matter, the attached is being provided to Sanjay simultaneously for his review, and as such remains subject to further modification based upon his review of the language and the business terms.

Christopher W. Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Documents

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Thursday, July 21, 2005 8:37 AM
To: Mello, Nikki; Sanjay Kuttemperoor; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

Please include me if you can. Dan

-----Original Message-----
From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 21, 2005 8:09 AM
To: Sanjay Kuttemperoor; Dan Glivar; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

Sanjay, I'm so sorry I haven't gotten back to you sooner. I was out all day yesterday in out of office meetings. I'm in the office today but have some things scheduled this morning. I'll call you on your cell after lunch. OK?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, July 21, 2005 9:56 AM
To: 'Dan Glivar'; Mello, Nikki; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

I have left a couple messages for Nikki. I think we are down to a few items in Section 5.4. Let me know when you want to talk.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Sunday, July 17, 2005 11:53 AM
To: nikki.mello@twcable.com; ccramer@vkdevelopment.com; sanjay@vkdevelopment.com

Subject: Revised Treviso Bay Documents

All:

Attached are my comments to Mr. Cramer's mark-up. Please make any additional changes to these documents so we are all looking at the same drafts.

I believe we are there. To that end, I offer the following explanations:

1. Section 6.3 of the Bulk Agreement - I deleted this provision because I could not figure why it was inserted (more for discussion purposes than anything). As I understand it, Owner can add units at any time, and, upon addition, they pay the Bulk Fee. I don't understand the purpose of the added language.

2. Section 5.4 of Cable Agreement - the changes look fine with a few clarifications. The intent is that if TWC is getting paid for the Bulk Services for all units, then Developer will be getting paid its up-front fee and not be subject to refund provisions, regardless of the status of laws or whether other providers are at the Property. I think we cover that now. My added language at the end covers the situation where laws prohibit exclusive access AND TWC loses units to other providers - then TWC does not have to pay going forward and is entitled to a prorata refund for those units.

I deleted the notwithstanding proviso of the second paragraph. As units are built, they must go onto the Bulk Service. Owner does not have the right to not activate certain units and not others. With this language, TWC could end up with one unit. Perhaps I have missed the intent of this language.

I look forward to finalizing this.

Regards,

Daniel J. Glivar, Esq.
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
Facsimile (Desktop): (866) 607-8681
Email: dglivar@hollandhart.com
Admitted in Colorado and Idaho
HOLLAND&HART

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Documents

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 21, 2005 2:26 PM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Documents

I left a message with Dan to see if that will work for him. As soon as I hear I'll let you know. Thanx

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, July 21, 2005 4:13 PM
To: Mello, Nikki
Subject: RE: Revised Treviso Bay Documents

How about 11:00. Call me on my cell.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 21, 2005 2:15 PM
To: Sanjay Kuttemperoor; Dan Gilvar; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

Sanjay, can I set up a time to call you tomorrow when Dan is available too?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, July 21, 2005 9:56 AM
To: 'Dan Glivar'; Mello, Nikki; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

I have left a couple messages for Nikki. I think we are down to a few items in Section 5.4. Let me know when you want to talk.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Sunday, July 17, 2005 11:53 AM
To: nikki.mello@twcable.com; ccramer@vkdevelopment.com; sanjay@vkdevelopment.com
Subject: Revised Treviso Bay Documents

All:

Attached are my comments to Mr. Cramer's mark-up. Please make any additional changes to these documents so we are all looking at the same drafts.

I believe we are there. To that end, I offer the following explanations:

1. Section 6.3 of the Bulk Agreement - I deleted this provision because I could not figure why it was inserted (more for discussion purposes than anything). As I understand it, Owner can add units at any time, and, upon addition, they pay the Bulk Fee. I don't understand the purpose of the added language.

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I deleted the notwithstanding proviso of the second paragraph. As units are built, they must go onto the Bulk Service. Owner does not have the right to not activate certain units and not others. With this language, TWC could end up with one unit. Perhaps I have missed the intent of this language.

I look forward to finalizing this.

Regards,

Daniel J. Glivar, Esq.
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
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HOLLAND&HART

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, July 26, 2005 10:18 AM
To: Sanjay Kuttemperoor
Subject: RE:

Your bulk rate includes the Standard Basic Service as well as our Digital Variety Package and one Road Runner High Speed Internet modem. The channel line-ups attached show what is included in Standard Basic and Digital Variety. Let me know if you have any other questions.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

> -----Original Message-----
> **From:** Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
> **Sent:** Tuesday, July 26, 2005 12:00 PM
> **To:** Mello, Nikki
> **Subject:** RE:
>
> Nikki:
>
> Can you provide me with the list (summary) of services that a resident will get for the bulk fee? My builders are asking.
>
> Sanjay Kuttemperoor, Esq.
> 19275 W. Capitol Dr.
> Brookfield, WI 53045
> (262) 790-6000
> (262) 790-6010 (fax)

> **From:** Mello, Nikki [mailto:nikki.mello@twcable.com]
> **Sent:** Tuesday, July 26, 2005 9:44 AM
> **To:** Sanjay Kuttemperoor; Dan Glivar
> **Subject:** RE:
>
> Dan did send me his revisions after we spoke. I'm sorry I haven't sent them to you yet but my management just wanted to take a look first. My GM is out of town this week so I don't think we'll have it back by tomorrow. As soon as I get them back I'll send them to you and we'll go from there. Have a safe trip and we'll talk next week.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 26, 2005 11:36 AM
To: 'Dan Glivar'
Cc: Mello, Nikki
Subject:

Hi Dan:

When do you think you will have the revisions on the agreement back to me? I am going out of town tomorrow and will be back on Saturday.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

EXHIBIT 2

PROGRAMMING SERVICES

Channel	Broadcast
	Basic Cable
2	WBBH (NBC) Fort Myers
[redacted]	
4	WFTX (FOX) Cape Coral
[redacted]	
6	WTVK (WB) Naples
[redacted]	
8	WEVU (IND) Fort Myers
[redacted]	
10	C-Span2
[redacted]	
12	WRXY (IND)
[redacted]	
15	PAXtv
[redacted]	
18	WGN (IND) Chicago
[redacted]	

Standard Cable	
24	QVC
[redacted]	
26	ESPN Classic
[redacted]	
28	ESPN2
[redacted]	
30	History Channel
[redacted]	
32	CNN
[redacted]	
34	American Movie Classics
[redacted]	
36	VH-1
[redacted]	
38	The Travel Channel
[redacted]	
40	MSNBC
[redacted]	
42	ABC Family
[redacted]	

Channel	Broadcast
44	USA Network
[redacted]	
46	Comedy Central
[redacted]	
48	Univision
[redacted]	
50	Cartoon Network
[redacted]	
52	The Weather Channel
[redacted]	
54	Home and Garden TV
[redacted]	
56	Sci-Fi Channel
[redacted]	
58	A&E
[redacted]	
60	Fox News
[redacted]	
62	Food Network
[redacted]	
64	Animal Planet
[redacted]	
66	Hallmark
67	FIT TV
[redacted]	
69	Inspirational Network
[redacted]	
71	TV Land
[redacted]	
73	Oxygen
[redacted]	
76	The Disney Channel
[redacted]	

EXHIBIT 2

PROGRAMMING SERVICES continued

Digital Variety

Channel	Broadcast	Channel	Broadcast
102	GSN	135	SCIENCE CHANNEL
103	OVATION	136	DISCOVERY HEALTH
104	BET ON JAZZ	137	DISCOVERY HOME CHANNEL
105	TURNER CLASSIC MOVIES	138	DISCOVERY TIMES
106	STYLE NETWORK	139	DISCOVERY WINGS
107	TOON DISNEY	140	BBC AMERICA
108	TRIO	141	BLOOMBERG
109	MTV2	142	NATIOINAL GEOGRAPHIC
110	NOGGIN	143	HISTORY INTERNATIONAL
111	LIFETIME MOVIE NETWORK	144	BIOGRAPHY
112	FUSE	145	INDEPENDENT FILM CHANNEL
114	VH-1 CLASSICS	162	SPEED CHANNEL
115	GOODLIFE TV	163	ESPNEWS
116	I-LIFE TV	166	OUTDOOR CHANNEL
117	NICK GAS	167	OUTDOOR LIFE
120	D-I-Y	168	FOX SPORTS WORLD
121	FINE LIVING	209	WGCU- PBS KIDS*
127	G4TECHTV	210	WGCU- STD*
133	NEWSWORLD INTERNATIONAL	211	WFKN- WGCU*
134	DISCOVER KIDS		(*6:00 A.M. to NOON)

Digital Music

Channel	Broadcast	Channel	Broadcast
901	SHOWCASE	925	SOLID GOLD OLDIES
902	TODAY'S COUNTRY	926	SINGERS & STANDARDS
903	CLASSIC COUNTRY	927	BIG BAND & SWING
904	BLUEGRASS	928	EASY LISTENING
905	R&B AND HIP HOP	929	SMOOTH JAZZ
906	CLASSIC R&B	930	JAZZ
907	SMOOTH R&B	931	BLUES
908	R&B HITS	932	REGGAE
909	RAP	933	SOUNDSCAPES
910	METAL	934	CLASSIC MASTERPIECES
911	ROCK	935	OPERA
912	ARENA ROCK	936	LIGHT CLASSICAL
913	CLASSIC ROCK	937	SHOW TUNES
914	ALTERNATIVE	938	CONTEMPORARY CHRISTIAN
915	RETRO-ACTIVE		
916	ELECTRONICA	940	RADIO DISNEY
917	DANCE	941	SOUNDS OF THE SEASON
918	ADULT ALTERNATIVE	942	MUSICA URBANA
919	SOFT ROCK	943	SALSA Y MERENGUE
920	HIT LIST	944	ROCK 'EN ESPANOL
921	PARTY FAVORITES	945	POP LATINO
922	90'S	946	MEXICANA
923	80'S	947	AMERICANA
924	70'S		
948			

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 08, 2005 11:33 AM
To: Sanjay Kuttemperoor
Subject: RE:

I'm back from vacation today and just received an email that I can move forward so I'm overnighting a package to you with the documents for signature. Thank you for your patience.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, August 08, 2005 10:10 AM
To: Mello, Nikki
Subject:

Nikki:

Where do you stand with your review of the document? I am going out of the country on the 15th for two weeks...I assume you want to get the agreement done before I leave.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Documents

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, August 10, 2005 1:06 PM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Documents

Will do. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, August 10, 2005 2:59 PM
To: Mello, Nikki
Subject: RE: Revised Treviso Bay Documents

I think the changes are ok. I am going to read the entire document over again (don't worry, I don't want to mess with it any more either)....but, I think we are there. Go ahead and overnight originals to my office in Wisconsin. I will be there tomorrow afternoon.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, August 10, 2005 12:33 PM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Documents

Sanjay, had a chance to look over Dan's modifications yet? If you're okay with them I'd like to get a package to you for signature before you leave but I understand if you need more time. I don't want to rush you right before you leave.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace

Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Mello, Nikki
Sent: Monday, August 08, 2005 2:00 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Revised Treviso Bay Documents

I'm sorry; I forgot you didn't get copied on this last one. I know Dan made all of the changes we discussed but you should certainly review to make sure you're happy with the language. Take a look and upon your okay I'll overnight for signature. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Friday, July 22, 2005 12:19 PM
To: Mello, Nikki
Subject: Revised Treviso Bay Documents

Nikki:

Attached are the revisions we discussed.

Regards,

Daniel J. Glivar, Esq.
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
Facsimile (Desktop): (866) 607-8681
Email: dglivar@hollandhart.com
Admitted in Colorado and Idaho
HOLLAND&HART

CONFIDENTIALITY NOTICE: This communication is confidential and may be privileged under law. If you believe that it has been sent to you in error, please reply to the sender that you received this communication in error, then delete it immediately. Thank you.

ELECTRONIC TRANSACTION NOTICE: This communication does not reflect an intention by the sender or the sender's client to provide a signature, conduct a transaction, or make any agreement by electronic means. Nothing contained herein shall constitute an electronic signature, transaction or contract under any law, rule or regulation.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, August 12, 2005 7:15 AM
To: Sanjay Kuttemperoor
Subject: RE:

I thought I attached it to the contract in the package I sent but here it is just in case. Sorry if I missed it.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, August 12, 2005 7:44 AM
To: Mello, Nikki
Subject:

Nikki:

We need an exhibit 2 to the agreement. I think it is the programming.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW: Easement only

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 15, 2005 8:08 AM
To: Sanjay Kuttemperoor
Subject: Easement only

This should do it Sanjay. Just print two copies of this for signature please and send me back one "copy". Once you record your plats you can forward me the originals with legal descriptions. Thank you for all your time and hard work. Have a safe trip!

Nikki

Parcel ID No. _____
Grantor's Tax ID No. _____
Grantee's Tax ID No. _____

Commercial Development
Time Warner Cable <==RETURN TO
1610 – 40th Terrace SW
Naples, Florida 34116
941-455-2363

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT DEED is made and delivered on August 8, 2005 by **TREVISO BAY DEVELOPMENT, LLC.** (hereinafter referred to as GRANTOR), a Delaware limited liability Company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, to TIME WARNER CABLE INC. (hereinafter referred to as GRANTEE), a Delaware corporation, through its National Division, d/b/a Time Warner Cable, with a place of business at 1610 – 40th Terrace SW, Naples, Florida 34116.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television and Communications Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with respect to the following described land situated in Collier County, Florida:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS to GRANTEE, its agents, successors and assigns, upon recording of the Plat for the Property, a non-exclusive easement for the term of the Bulk Cable Television and Communications Service and Easement Agreement upon, under, over and across only those portions of the above-described Property identified on the Plats as Public Utility Easements for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating, upgrading GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities in such designated areas, and for the purposes of marketing and delivering the cable television and communications services available through such facilities. No part of such system shall be deemed to be a fixture of or affixed to the real property.

In addition, GRANTEE shall have such rights with respect to any utility easements shown on any recorded plat as are set forth in Section 177.091(29), Florida Statutes (1995), as such statute may be amended from time to time.

GRANTEE's use of said easements shall not interfere with existing structures on the Property and GRANTEE shall at all times cooperate with GRANTOR, public utilities and other authorized parties with respect to shared use of this non-exclusive easement.

This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall terminate upon termination of the Bulk Cable Television Service and Easement Agreement.

GRANTOR hereby represents to GRANTEE that GRANTOR is the legally constituted entity which has authority pursuant to Florida law to grant this easement and that GRANTOR has good right and legal authority to grant the described interest in land; and that this grant complies with GRANTOR's articles of incorporation, by-laws and all applicable declarations, covenants and restrictions pertaining to the above-described land, as recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

TREVISO BAY DEVELOPMENT, LLC.
a Delaware limited liability company

_____
Witness

_____
Print witness name

By: _____
Vincent Kuttemperoor

As: President

_____
Witness

_____
Print witness name

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Vincent Kuttemperoor, as President of TREVISO BAY DEVELOPMENT, LLC., a Delaware limited liability company, on behalf of the corporation, who is [ ] personally known to me or who has [ ] produced _____ as identification.

_____
Serial number

_____
Signature

_____
Commission expiration date

_____
Print name

AFFIX SEAL:

3384560.08 – 7/22/05

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW: Easement only

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 15, 2005 8:25 AM
To: Sanjay Kuttemperoor
Subject: RE: Easement only

No problem. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, August 15, 2005 10:20 AM
To: Mello, Nikki
Subject: RE: Easement only

I made the word "Plats" singular in the third line.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 15, 2005 8:08 AM
To: Sanjay Kuttemperoor
Subject: Easement only

This should do it Sanjay. Just print two copies of this for signature please and send me back one "copy". Once you record your plats you can forward me the originals with legal descriptions. Thank you for all your time and hard work. Have a safe trip!

Nikki

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW: service to Treviso sales center

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 29, 2005 7:00 AM
To: Chris Gray; Sanjay Kuttemperoor
Cc: Wolfley, Dave; Crone, Joe
Subject: RE: service to Treviso sales center

I checked with construction, Chris, and they tell me that Comcast does have cable lines running along 41 but I believe it's fiber and I don't know what it would take to cut into them. It might be too expensive. Another option would be DSL. Please let me know if I can help at all.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Friday, August 26, 2005 6:15 PM
To: Mello, Nikki; 'Sanjay Kuttemperoor'
Cc: Wolfley, Dave
Subject: RE: service to Treviso sales center

Our temporary sales facility is on US41. Who has lines in the ROW? Comcast?

Cg

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, August 26, 2005 9:42 AM
To: chrisgray101@comcast.net; Sanjay Kuttemperoor
Cc: Wolfley, Dave
Subject: service to Treviso sales center

Chris, I believe Sanjay is out of the country so I'm copying you on this email as well as my boss. I understand that you have requested service to your sales trailer but I have to tell you that at this point in time we won't be able to accommodate your request. It was my understanding that no construction would be necessary until later next year when the first phase begins and even then it would just be infrastructure type construction since that phase consists of the golf course first. Based on this no monies were

budgeted for this project until next year with the anticipation of the first phase of construction starting late 2006.

[redacted]. If our System was near and the cost not great we would certainly try to accommodate this new request but because it would cost significant dollars that have not been budgeted I hope you understand why it's not feasible for us do it right now.

I know this puts you in a place of having to go elsewhere for your Internet services at this time. I apologize for that. I wish there was something I could do but this is just not something that was planned and because the contract was just signed and the dollars are not there our hands are tied. If you have any questions please feel free to call me. Our construction department is committed to attending any pre-construction meetings you plan and will be happy to discuss any of the details with you at any time. We look forward to the time next year when we will extend our System to your new project and service your future residents.

Also if you have any construction related questions you can contact Ben Streeter at 455-2363 ext. 79860 or if you can't reach him you can reach his boss and construction manager, Don Roberts, at the same number ext. 91328.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, October 12, 2005 2:34 PM
To: Sanjay Kuttemperoor
Subject: RE:

Hey Sanjay. We're all set at this point and are ready to attend any pre construction meetings you may have and will want to hear any updates from you if there are any changes to the site plan, etc. I know Chris has construction's contact information and I'm pretty sure they've spoken before so I assumed that's why I hadn't heard from you all in awhile. Not that you won't have to deal with me anymore but I've turned your information over to the construction department so that they can keep up with what's going on. They're really the point people through this phase and then I'll be more involved again once we start spending money out there next year. Of course, if you need me for anything don't hesitate to call me anytime. Hope all is well. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, October 12, 2005 3:53 PM
To: Mello, Nikki
Subject:

Nikki:

What is going on...haven't heard from you in a while, at least after we got the agreement signed. Do we need to do anything at this point?

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Mello, Nikki [nikki.mello@twcable.com]
Sent: Monday, July 24, 2006 10:51 AM
To: Chris Cramer
Subject: RE: Treviso Bay

Actually, Chris, I have not recorded it as yet but anticipate being able to this or next week. I'll make a note to send you a copy of it once it's recorded. OK?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----
From: Chris Cramer [mailto:ccramer@vkdevelopment.com]
Sent: Monday, July 24, 2006 12:47 PM
To: Mello, Nikki
Subject: Treviso Bay

Have you recorded the easement? Can you please forward a copy of the recorded easement to me for our records? Thanks.

Christopher W. Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Nikki Mello
Commercial Development

239-455-2363
Extension 79861

TIME WARNER DIGITAL CABLE



ROAD RUNNER
HIGH SPEED ONLINE™
www.tw-swfla.com

August 10, 2005

Sanjay Kuttemperoor
VK Development
19275 W. Capitol Dr.
Brookfield, WI 53045

Dear Sanjay:

Enclosed in this package you'll find two original sets of Agreements for Treviso Bay. Each set includes a Bulk Agreement with Easement and an Access Agreement. I've marked where you're signature is required along with witnesses and notary.

You can return the signed Agreements in the enclosed paid overnight envelope and once countersigned by Time Warner I'll return one set of originals back to you for your records. **Please include a copy of the legal description for Treviso Bay with your return package.**

If you have any questions just let me know. If I don't speak to you before your trip; have a safe trip and I'll talk to you when you return. Thank you for all your time and effort.

Sincerely,

Nikki Mello
Time Warner Cable

ENCLOSURES

1610 – 40th Terrace SW, Naples, Florida 34116 Tel 239-598-1104 Fax 239-354-1531
1418 SE 10th Street, Cape Coral, Florida 33990 Tel 239-574-2020 Fax 239-574-2813

TREVISO BAY DEVELOPMENT, LLC

19275 WEST CAPITOL DRIVE, SUITE 100
BROOKFIELD, WISCONSIN 53045
(262) 790-6000

August 15, 2005

Ms. Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, FL 34116

Re: Treviso Bay

Dear Nikki:

Enclosed please find two original executed copies of the Bulk Cable Television Service and Easement Agreement ("Bulk Services Agreement") and the Cable Television Communications Service Access Agreement. Please have both copies of each document executed by Nancy Sanders on behalf of Time Warner Cable Inc. as indicated in each document, and return on fully executed copy to my attention for our records.

With respect to the Easement for Cable Television and Communications Service (the "Easement") that is part of the Bulk Services Agreement, please note that as we discussed, a copy of the executed Easement (not for recording) is included with the Bulk Services Agreement. We will retain the original executed Easement until the recording of the plat. At that time, we will provide you with the original executed Easement for you to record together with a copy of the plat identifying the Public Utility Easement Areas. Also, as discussed, pursuant to Section 3 of the Bulk Services Agreement, the easements with respect to each individual lot will only be granted through future plats to be recorded for such lots.

Thank you for your assistance with these documents. If you have any questions, please call me.

Sincerely,

Sanjay Kuttemperoor
Vice President

Nikki Mello
Commercial Development

239-455-2363
Extension 79861

TIME WARNER DIGITAL CABLE

ROAD RUNNER HIGH SPEED ONLINE™
www.tw-swfla.com

September 27, 2005

Sanjay Kuttemperoor
VK Development
19275 W. Capitol Dr.
Brookfield, WI 53045

Dear Sanjay:

Enclosed you'll find your original copy of the fully executed cable agreement for Treviso Bay for your records. If you have any questions about the agreements please let me know.

Here are some other handy numbers for you to keep:

Don Roberts, construction manager 455-2363 ext. 91328
Melissa Carter, billing administrator 455-2363 ext. 79864

Thank you so much for working with me during this process. There's a lot more work to come in the creation of Treviso Bay and we're honored to be a part of that. Thank you for doing business with Time Warner.

Sincerely,

Nikki Mello
Time Warner Cable

ENCLOSURES

Treviso Bay
NAPLES

June 6, 2006

Ms. Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, FL 34116

Re: Easement for Cable Television and Communication Service - Treviso Bay

Dear Nikki:

In follow-up to your email to Sanjay, enclosed please find the original executed Easement for Cable Television and Communication Service relating to Treviso Bay.

If you have any questions regarding the enclosed, please call me.

Sincerely,

Christopher W. Cramer, Esq.
Corporate Counsel

5150 Tamiami Trail N., Suite 207, Naples, FL 34103
P: 239.649.5300 ◆ F: 239.649.5900
www.TrevisoBay.com

A VK COMMUNITY

DEVCON
SECURITY SERVICES CORP.

701 Park of Commerce Boulevard NW • Suite 200 • Boca Raton, Florida 33487
1-800-810-7404 • 561-998-1811 fax
www.devcon-security.com

RIDER TO ELECTRONIC PROTECTION SERVICE/MONITORING AGREEMENT

This Rider between Devcon Security Services Corp., a Delaware corporation (hereinafter "Devcon") and you (the Subscriber) supplements the attached Electronic Protection Service/Monitoring Agreement between the parties dated as of the date hereof, and covers the system referenced in the attached Agreement (the "System").

Intending to be legally bound, we both agree as follows:

SYSTEM LOCATION:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

BILLING ADDRESS (IF DIFFERENT):

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

A: WIRELESS COMMUNICATION. If the Subscriber elects to have the System communicate with the central monitoring center via wireless technology (whether instead of, or in addition to standard telephone line communications), the Subscriber acknowledges that there may be times when the System is unable to acquire, transmit or maintain an alarm signal due to an interruption in wireless service. The Subscriber acknowledges that wireless communications, whether though cellular, radio or VOIP (Voice Over Internet Protocol) technology, may be unpredictable and that Devcon may be unaware of the occurrence of any interruption. Devcon recommends that all Subscribers employ an additional method of communication, such as standard telephone service, in addition to any wireless form of communication.

THE SUBSCRIBER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS RIDER AND THE ATTACHED ELECTRONIC PROTECTION SERVICE/MONITORING AGREEMENT. THE SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS RIDER. FURTHER, THE PARTIES AGREE THAT THE ELECTRONIC PROTECTION/MONITORING AGREEMENT, AS MODIFIED BY THIS RIDER, CONSTITUTES THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES AND CANNOT BE AMENDED FURTHER EXCEPT BY A WRITTEN AGREEMENT EXECUTED BY BOTH PARTIES.

As the subscriber, you understand that: Devcon Security Services is not responsible for any failure of the alarm system/VOIP service to transmit an alarm signal to our monitoring station, failure to respond to any unintelligible signal, or any signal which can not be clearly interpreted by our automation system and/or central station personnel. Services such as remote programming, arming, disarming, and code changes may not be available. Service requests due to alarm panel troubles caused by telephone failures or interference by the VOIP service are chargeable to the Subscriber.

Subscriber:

_____
Printed Name

_____
Signature

_____
Date

Devcon Security Services Corp.

_____
Security Consultant Printed Name

_____
Signature

_____
Authorized Representative

_____
Date

000263

MASTER MONITORING AGREEMENT COPY

THIS AGREEMENT is made as of this 16th day of August, 2006 by DEVCON SECURITY SERVICES CORP., 9241 Brookwood Court, #5, Bonita Springs, Florida 34135 ("Devcon "), and Treviso Bay Development, LLC ("Treviso Bay") and Treviso Bay Property Owners Master Association, Inc. (the "Association"), 19275 W. Capitol Dr., Brookfield, WI 53045.

STATEMENT OF FACTS

WHEREAS Treviso Bay is the Developer and the Association is the master association in a community currently known as Treviso Bay (the "Development") which community is to contain up to approximately 1200 residential units ("Residences") when complete.

WHEREAS, Devcon is an Underwriters Laboratories ("UL") Listed ("UL Listed") alarm service company which operates a UL Listed central monitoring station that complies with UL Standards.

WHEREAS, Treviso Bay and the Association are desirous of assisting the residents of the Development in obtaining reliable, cost-efficient security service;

WHEREAS, Treviso Bay and the Association believe it to be in the best interest of the Residents, as defined below, for reasons of safety, consistency, cost and reliability that a single security provider be utilized for such security services;

WHEREAS, Treviso Bay and the Association desire to enter into this Agreement to enhance security services and ensure a uniform standard of basic services at competitive rates.

WHEREAS, Devcon desires to enter into this Agreement to reap the benefits of economics of scale and market its other products and services to Treviso Bay.

WHEREAS, Devcon has approached Treviso Bay about providing Systems (as defined below) to Residents (as defined below) at competitive prices.

NOW THEREFORE, in consideration of the sum $10.00 and the other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. EXCLUSIVITY:. Treviso Bay and the Association grant Devcon the exclusive right to monitor any Burglar Alarms, Fire Alarms, Panic Alarms, and other electronic security systems installed in any of the Residences (collectively the "Systems") at the Development for the term. Notwithstanding anything contained herein to the contrary, Devcon acknowledges and agrees that (i) the Systems or the components of such Systems shall be selected by the owner ("Resident") of each of

the Residences in such Resident's sole discretion, (ii) the Systems or the components may or may not be purchased from and/or supplied by Devcon and may be purchased from and/or supplied by a competitor of Devcon, and (iii) that one or more Residents may elect to not install a System at their Residence. If applicable laws and regulations prohibit Treviso Bay and/or the Association from granting or Devcon from obtaining exclusive rights under this Agreement, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations, and neither Treviso Bay nor the Association shall be in breach of this Agreement in connection with their compliance with such laws and regulations.

2. INSTALLATION: A. Devcon will provide access, via specific dealer identification, [redacted] or the Association, to enable the Guard House at the Development to monitor signals on a real-time basis on a PC located at the Guard House. Treviso Bay and the Association will, at no cost to Devcon, furnish, and maintain, a suitable PC and high-speed internet platform to run the automation to enable the Guard House to monitor signals on a real-time basis (the "Guard House Equipment"). Devcon will provide Treviso Bay and the Association, [redacted], with any necessary data entry for monitoring. Notwithstanding any provision(s) to the contrary, the Guard House Equipment and any related equipment and components shall be owned by Treviso Bay and/or the Association, as applicable, and Devcon shall have no ownership rights in or to or claim any interest of any kind (ownership, leasehold, or otherwise) in or to the Guard House Equipment.

B. Devcon agrees to install Systems for Residents who purchase and contract for such System installation directly with Devcon, or through such Resident's builder. Devcon will install such Systems in accordance with all laws, rules, regulations, and industry accepted practices. The cost of such System installation will be agreed upon, in writing, by signed proposals with the Resident or builder, as applicable. Devcon will pay Treviso Bay upon the issuance of the certificate of occupancy relating to such Residence, [redacted] for each System installed in a Residence by Devcon. Treviso Bay and/or the Association shall in no way be liable to Devcon and no claim, suit or other assertion shall be made by Devcon in the event one or more of the Residents choose not to install a System purchased from Devcon.

3. MONITORING FEE:. Devcon will provide monitoring to each Residence under the terms of this Agreement at a monthly fee of [redacted] (plus tax) (the "Monitoring Fee"). The Association shall inform each Resident of the existence of this Agreement and the monitoring services provided by Devcon pursuant to this Agreement, which monitoring services may be provided by Devcon to such Resident in accordance with a Monitoring Contract substantially in the form of Exhibit A. The final form of the Monitoring Contract shall be approved in writing by Treviso Bay and the Association prior to Devcon providing a Monitoring Contract to any Resident for execution. To the extent the terms and conditions of the final approved Monitoring Contract are inconsistent or conflict with the terms and conditions of this

Agreement, the terms and conditions of this Agreement shall control. The Association will pay Devcon, on a monthly basis, the Monitoring Fee for each Residence when a certificate of occupancy has been issued for such Residence, regardless of whether the Resident (a) has a System monitored by Devcon, (b) has paid the Association the monthly Monitoring Fee, or (c) has signed a Monitoring Contract. If any payment for which the Association is responsible under this Agreement is more than sixty (60) days delinquent, Devcon, may collect a delinquency charge of no higher than 1.5% per month. Any collection costs incurred by Devcon relating to the collection of payments due from the Association to Devcon under this Agreement, including reasonable attorney's fees, will be borne by the Association. [redacted] Notwithstanding any provision(s) of this Agreement to the contrary, Devcon acknowledges and agrees that the Development is anticipated to contain approximately 1,200 Residences, but the actual number of residences actually constructed at the Development or for which certificates of occupancy are issued may be less that 1,200 Residences. Neither Treviso Bay nor the Association warrants or represents the actual number of Residences that will be constructed at the Development or that will be subject to this Agreement or the Monitoring Contracts, nor does Treviso Bay or the Association warrant or represent the time frame in which the actual number of Residences will be constructed at the Development. The Monitoring Fee shall be based on the actual number of Residences for which certificates of occupancy are issued. Neither Treviso Bay nor the Association shall have any liability of any kind to Devcon as a result of the actual number of Residences constructed or for which certificates of occupancy are issued at the Development being less than 1,200 Residences. Except for the Monitoring Fee set forth above, Treviso Bay and/or the Association shall in no way be liable to Devcon and no claim, suit, or other assertion shall be made by Devcon to Treviso Bay and/or the Association in the event one or more of the Residents choose not to install a System.

4. MAINTENANCE: A. Devcon agrees to make necessary repairs, exclusive of repairs to the Guard House Equipment, on the same day [redacted] in the event the access provided to Treviso Bay or the Association to enable the Guard House at the Development to monitor signals in accordance with Section 2 of this Agreement is not working properly, provided such repairs are requested prior to 10:00 a.m. on such business day, or as soon as possible in the event of an emergency.

B. Devcon agrees to make necessary repairs to Residents' Systems on the same day, provided such repairs are requested prior to 10:00 a.m. on such business day. Devcon shall make repairs to Residents' Systems during its normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays observed by Devcon. Labor costs for such repair of Residents' Systems shall not exceed [redacted] per hour for weekday service. In the event a Resident requires service to its System during non-business hours, Devcon will charge [redacted] for such emergency service, which fee will not exceed [redacted] for the first hour and [redacted] for each additional half-hour

thereafter for each Resident. Any and all repairs to any Resident's System will be charged by Devcon to such Resident, and neither Treviso Bay nor the Association shall have any responsibility for any such charges for repairs to Residents' Systems. Additional service pricing shall be included in the Monitoring Contract. Each Resident shall be responsible for and shall pay when due the costs of any and all additional services included in such Resident's Monitoring Contract. Neither Treviso Bay nor the Association shall have any liability for any additional services included by any Resident in any Monitoring Contract. Any and all repairs required to any Resident's System shall be made at no cost to Treviso Bay or to the Association.

5. DISCLAIMERS: The obligation of Devcon to provide monitoring of the Systems to the Residences will become effective only after an acceptable test signal has been sent from the System in the Residence to Devcon's Central Station. Devcon's liability for monitoring is limited as provided in the Monitoring Contract. Devcon hereby indemnifies and holds Treviso Bay and the Association harmless from any and all claims and damages arising under the Monitoring Contracts for which Devcon is otherwise liable or for any negligent acts or omissions of Devcon under this Agreement or otherwise, including without limitation the costs of defense, judgments and reasonable attorney's fees.

Devcon and Treviso Bay and the Association acknowledge that Devcon's liability to the individual Residents is limited as provided in the Monitoring Contracts with such Residents, and nothing in this Agreement will be deemed to abrogate those protections afforded Devcon under such Agreements with respect to the limitation of liability to each Resident.

Treviso Bay and the Association understand that: (a) DEVCON IS NOT AN INSURER; (b) each individual Resident is responsible for obtaining all the insurance that he/she thinks is necessary, including coverage for personal injury and property damage; (c) the payments made to Devcon are not related to the value of the Residences nor the Resident's possessions, but rather are based on the cost of the System and Devcon's services; and (d) the Systems are designed to reduce, but not eliminate, injury, unauthorized entrances or fire and smoke damage to the Residences. Except as otherwise provided in this Agreement, Devcon assumes no liability for those risks.

6. INSURANCE: Upon request, at any time during the term of this Agreement, Devcon agrees to deliver evidence of its insurance to Treviso Bay and the Association. Treviso Bay or the Association will notify Devcon in writing within ten (10) days after notice of any claim, either by suit or otherwise. Devcon is to maintain and keep in full force and effect at all times during the terms of this Agreement general liability insurance and errors and omissions insurance coverage to protect against claims, suits, judgements, executions or demands in a sum not less than $2,000,000 as to any one accident or occurrence for bodily injury and property damage combined. Devcon will name Treviso Bay and the Association as additional

insureds on any such policy and will ensure that the insurance provider will notify Treviso Bay and the Association in writing at least thirty (30) days prior to any cancellation of the policy.

7. TERM. The term of this Agreement will commence upon the execution of the Agreement by both Parties, and will continue thereafter for a period of [redacted] from the date of the issuance by Collier County of the first certificate of occupancy for a Residence at Treviso Bay. The term of this Agreement will automatically renew for [redacted] successive one [redacted] periods unless Treviso Bay or the Association, provides Devcon, at least thirty (30) days prior to the expiration of the term of this Agreement, written notice of their intent to terminate this Agreement, for any reason whatsoever, at the expiration of the then current term of this Agreement. In such event, Devcon shall not have the option of extending this Agreement as set forth above. In the event of a breach or default of this Agreement by either party, not otherwise cured as herein provided, the non-breaching party may terminate this Agreement with thirty (30) days written notice.

If this Agreement is terminated pursuant to the provisions herein, then the Monitoring Contracts by and between Devcon and the individual Residents of the Development are also terminated.

8. REPRESENTATION. Each of the parties represents that it has the authority to enter into and perform this Agreement, and that in doing so, it will not violate any agreement, order or law. Devcon represents that it has all state licenses required to perform hereunder.

9. DEFAULT. A party will be in default under this Agreement if it fails to perform its obligations or comply with any of its terms within thirty (30) days following receipt of written notice of such failure. In the event that the failure is not susceptible to being cured within the thirty (30) day period, such party will not be considered in default if such party will have commenced in good faith and with due diligence to cure such failure and will therefore within a reasonable time complete the curing of such failure. If the defaulting party fails to cure breach as set forth above, the non defaulting party shall have the right to terminate this Agreement within thirty (30) days of written notice.

10. FEES AND COSTS. Indemnities provided for herein will include payment of any and all costs incurred in preparation for or investigation of any claim or litigation, including without limitation reasonable attorney's fees and expert witness fees. In addition, in any litigation between Treviso Bay, the Association and/or Devcon concerning any provision of this Agreement, the prevailing party therein will be entitled to recover from the losing party, in addition to any money recovery or other relief, such reasonable attorney's fees, expert witness fees and costs and other costs and expenses incurred by the prevailing party as the Court may award, including those on appeal.

11. JURISDICTION: WAIVER OF JURY TRIAL. For the purpose of any suit or proceeding relating to this Agreement, the parties irrevocably consent and submit to the jurisdiction and venue of the state courts of Collier County, Florida or of the Federal courts in the Middle District of Florida. All claims must be brought within one (1) year of the date the claim arose. The provisions of this Agreement which apply to any claim remaining in effect even after this Agreement ends. THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.

12. NOTICES. All notices will be in writing and deemed received the same day (when delivered personally), five (5) days after mailing (when mailed) or the next business day (when delivered by overnight courier), if addressed as set forth in the first paragraph of this Agreement, or to such address as a party may indicate by a notice delivered to the other parties.

13. ASSIGNMENTS: This contract may be assigned by Treviso Bay to the Association at any time without the consent of Devcon. Upon such assignment, Treviso Bay shall be relieved of any obligations under this Agreement. The Association will then be obligated by the terms of this Agreement. Devcon may assign this contract to any affiliate controlled by the same individuals or entities that control or purchase Devcon.

14. MISCELLANEOUS. [a]Entire Agreement. This Agreement contains the parties entire Agreement, and supersedes all previous and/or contemporaneous oral agreements, negotiations and writings with respect to this subject matter. No change, termination or waiver of this Agreement will be binding unless signed by all of the parties hereto.[b] Interpretation. The use of headings is for ease of reference only, and such headings shall not constitute a part of this contract. This Agreement will not be construed against its drafter. The word "including" means "including without limitation." [c]Parties in Interest. This Agreement will be binding upon and will incur to the benefit of the successors and assigns of the parties. This Agreement is non-recourse to the partners of any party that is a partnership. [d] Governing Law. This Agreement is governed by the laws of the State of Florida. [e] Incorporation. All Exhibits or other documents referred to in this Agreement, as well as the "Statement of Facts," are incorporated by reference into this Agreement. [f] Expenses. The parties agree to pay all of their own costs incident to the negotiation of, and compliance with, all agreements contained in this Agreement on their part to be performed, including counsel fees. [g] Devcon will install each System and the Guard House Equipment in accordance with all laws, rules, regulations, and generally accepted industry practices. [h] Devcon shall provide the services contemplated under this Agreement and under each Monitoring Contract in a professional and timely manner and at least at the level of service equal to or better than similar monitoring companies in the State of Florida. [i] Counterparts:Telecopy. This Agreement may be executed in one or more counterparts, each of which when taken together will comprise one instrument. Delivery of executed signature pages by facsimile transmission will be binding. [j] Severability If any provision of this Agreement is found to be invalid, all of the

remaining provisions will remain in full force and effect. [k] Waiver. No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver. [l] Confidential. The terms of this Agreement are confidential. [m] Further Assurances. The parties agree to do or cause to be done such further acts as may reasonably be requested to complete these transactions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Devcon Security Services Corp.

By: _____

Title: VP

Date: 8-22-06

Treviso Bay Development, LLC

By: _____

Title: VICE PRESIDENT

Date: 8/16/06

Treviso Bay Property Owners Master Association, Inc.

By: _____

Title: VICE PRESIDENT

Date: 8/16/06

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EXHIBIT "A"

DEVCON
SECURITY SERVICES CORP.

MONITORING CONTRACT

DEALER (US): Devcon Security Services Corp. DATE: _____

ADDRESS: _____ PHONE: _____

CLIENT (YOU): _____ PHONE: _____

INSTALL AT: _____ _____ _____ _____
Address City State Zip

OWNER/PRINCIPAL OF CORPORATE CLIENT: _____

ADDRESS: _____

BILL TO ABOVE _____ BILL TO OTHER _____

_____ _____ _____ _____
Address City State Zip

We agree to provide monitoring and/or other service to a security system owned by you as described on the attached Schedule of Protection (the "System").

You agree to pay for the MONITORING/SERVICES as follows:

Takeover/Replacement Fee:* $_____

Monitoring/Services: $_____ per month** Billed ☐ Annually ☐ Quarterly ☐ Other _____

Extended Service Program: $_____ per month**

* Plus applicable Federal, State and Local Sales and/or Use taxes.
** Payable in advance.

Telephone Company Charges Included _____ Yes _____ No

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 4. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, YOU WILL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE BEGINS.

THE MONITORING TERM OF THIS CONTRACT IS FIVE YEARS. This term is automatically renewable. See paragraph 1.

One of our technicians will inspect your system at no charge. If we cannot monitor the System, we will so advise you, and this Contract will be automatically terminated. If additional work is required in order for us to be able to monitor the System, we will advise you in advance before performing any work, and either party may terminate this Contract without obligation within three business days' of such inspection.

If during the term of this Contract, you request repair or replacement of any equipment in the System, we will advise you of any charge in advance and will not perform any work without your approval. All work will be performed at our current labor and materials cost. We provide service 24 hours a day, 365 days a year. A listing of the security devices currently installed at the above location is on the attached Schedule of Protection. You acknowledge that we are not required to, or responsible for, testing or inspecting the System unless you have separately contracted for this service, and that you are responsible to check the System at regular intervals to insure proper operation.

THIS CONTRACT IS NOT BINDING UNLESS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. IN THE EVENT OF FAILURE OF SUCH APPROVAL, OUR ONLY LIABILITY SHALL BE TO RETURN TO YOU THE AMOUNT, IF ANY, YOU PAID UPON SIGNING THIS CONTRACT.

In certain states alarm agents are licensed and regulated. In this state the agency is _____

IF YOU ARE A RESIDENTIAL CLIENT, YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

YOU ACKNOWLEDGE RECEIVING A COPY OF THIS CONTRACT, AND UNDERSTAND THAT OUR LIABILITY IS LIMITED AS SET FORTH HEREIN.

THIS IS A CONTRACT – PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.
This Contract is subject to the terms on the reverse, including paragraph 14.

DEALER (US)	CLIENT (YOU)
BY _____ Sales Representative	BY _____ Client Signature
DATE _____	PRINT NAME HERE _____
APPROVED _____ Officer	TITLE _____ DATE _____
DATE _____	You decline Fire Protection System. Initials _____
	You decline Extended Service Program. Initials _____

1. Term and Renewal. The initial monitoring term will run from the date the System is activated for monitoring by us for the number of years stated above. After the initial term ends, this Contract (except for the Limited Warranty), including the Extended Service Program Agreement where contracted, shall automatically renew for additional terms of one year unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof.

2. Our Services. We will monitor the System from the time you give us all information we need to activate the System until we deactivate the System, as permitted under this Contract. Upon receipt of a signal indicating an intrusion (or fire, if applicable), our operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of such signal to the police, fire department, or other appropriate party. We shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by you in writing, we will also make reasonable efforts to notify a representative designated in writing by you. We shall be deemed to have used reasonable efforts to notify your representative if we have called the telephone number you have given us.

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Upon receipt of an out of service signal, if the System has lost its capability, or a supervisory service signal, we will make every reasonable effort to notify any representative you have designated in writing.

You understand that during the time when the System is transmitting an alarm to our central station through a telephone line, you cannot use the line to call out for help or to receive an incoming call.

If this Contract provides for radio backup alarm service, due to the nature of radio waves, there may be times when the radio transmitter network may be unable to maintain radio contact or retransmit a message. We recommend that a radio alarm system be used with another communication means, such as a digital dialer. Should your radio transmitter malfunction, it could interfere with the proper operation of the entire radio network. Federal Communications Commission regulations require that we have immediate access to your transmitter in the event of emergency, which you hereby agree to provide. In the event that you refuse reasonable access, you agree that we may obtain an expparte court order permitting access to fix or remove the transmitter, and you agree to pay all our expenses.

If this Contract provides for Guard Response Service, the following conditions shall apply. If you select Exterior Guard Service, in the event of a signal indicating an intrusion, we will make every reasonable effort to dispatch one of our guards, subject to availability based upon prior dispatch, to your location. The guard will visually inspect the building exterior from the response vehicle, and if the guard determines evidence of intrusion, will make every reasonable effort to notify applicable authorities and you, and wait for the authorities to arrive. If you select Interior Guard Service, the guard will perform the duties of Exterior Guard Service and will also give your key to applicable authorities to let them into your premises. In no event shall the guard be required to enter your premises during an intrusion.

If this Contract provides for Keyholder Service, we agree to hold one or more keys for you, without identifying such key by name, and to use such key to get into your premises only to perform authorized service or as otherwise authorized by you. We shall be entitled to rely on your telephone instructions as to the authorized use of such key or keys. In no event shall we be required to use such key or keys in connection with an intrusion.

3. Your Responsibilities. You must check your system regularly (but not less than monthly) in order to be sure that the System is properly functioning, including any motion detection devices, and report any problem to us promptly. If you have a fire alarm, you will also tell us in writing of any change in your fire rating bureau or agency. You must also tell us, in writing, of any change in the list of people we are to call in the event of an activation, and we will not be responsible for any errors, omissions, or failure to update such list by you.

4. Fee Increase. We shall have the right, at any time during the term of this Contract, to increase the monitoring/service charges to reflect any additional taxes, fees or charges relating to the services we provide under this Contract which may be imposed on us by any utility or government agency and you agree to pay same. In addition, we may, at any time after one (1) year from the date the System is activated, increase the monitoring/service charge by giving you a notice in writing. In the event the increase exceeds 10% of the current annual monitoring fee and you are unwilling to pay the increased charges, you may terminate this Contract by giving us written notice within thirty (30) days from the date of notice of the increase. If you fail to notify us within thirty (30) days, you will have agreed to the increase.

5. Default. A. EVENT OF DEFAULT. You shall be in default of this Contract if you, (a) fail to pay any installation charge, (b) fail to pay any monitoring/service charge, (c) willfully or negligently cause repeated false alarms, (d) cancel this Contract before the end of its term, or (e) fail to perform any other obligation under this Contract.

B. OUR REMEDIES UPON DEFAULT.
1. Terminate Contract. If you default, we can terminate this Contract ten (10) days after written notice of default if you have not cured the default by that date.

2. Damages. If you default, you will pay us any money due to any product or services we sold to you or performed for you before the default. In addition, you will pay us for breach of this Contract an amount equal 60% of the remaining monitoring and/or Extended Service Program fees, plus any other damages to which we may be entitled under applicable law.

3. Costs. If you fail to pay any amount owed when you default, you shall also pay us all costs and expenses incurred by us in collecting any money you owe us, including reasonable attorney's fees, costs, prejudgment interest, and any other reasonable and related expenses of collection.

4. Right to Deactivate System. In addition to our other rights, we have the right to deactivate the System ten (10) days after written notice of nonpayment or immediately if you willfully or negligently cause repeated false alarms. Upon termination of this Contract for default or otherwise, you agree that we may enter your premises to de-program or shut off the communicator or memory chip. Whether or not we deactivate the System, we will have no responsibility to monitor any signals we may receive after we terminate this Contract. We shall also have the right to notify your insurance company that you do not have an operating System.

6. Additional Charges. You shall promptly reimburse us for any cost we incur, including fines, penalties or costs of our response service, at our usual rates, as a result of any false alarm originating from your premises. Any false alarm charge made directly against you shall be your sole responsibility.

If any payment due is not paid within twenty (20) days of the first day of the service period on the face of the invoice, a delinquent charge calculated at the rate of one and one-half percent (1-1/2%) per month of the amount due may be charged, or at such rate as may be permitted by law.

7. Alarm Devices. If the System includes a local bell, alarm, or similar audible device (referred to as "Alarm") and it we become aware that the Alarm is sounding, we will make every reasonable effort to notify you or your designated representative at the phone number and address you have given us in writing and notify local police or fire authorities, if required in our reasonable judgment. If we cannot reach you or you do not appear at the premises within thirty (30) minutes from the time we get our intimation that the Alarm is sounding, or if the local authorities ask us to turn off the Alarm at any time, you authorize us to do so and agree to hold us harmless and indemnify us for any loss, damage, or liability that may result. You acknowledge that if an alarm has an automatic shut off and neither of us hears it, the Alarm sound, we will have no way of knowing the System was activated, and agree to hold us harmless for any damage which may result.

8. Authorized Personnel. Where required by system type installed and/or services contracted, you must give us a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter your premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to be in your premises during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. You shall also give us a written daily and holiday opening and closing schedule. All changes to the above shall be supplied to us in writing.

9. System Interruption. You understand that the System transmits alarms by telephone, radio, cable, or microwave, and that none of such services are infallible, and you specifically acknowledge that the transmission of signals may be interrupted, circumvented or compromised. In addition, you understand that a digital communicator is a non-supervised reporting device. If the telephone line is not operative, we cannot tell this and cannot receive a signal unless the line is operative.

10. Client Consent. You understand that our central station may tape incoming and outgoing telephone calls and consent to such taping.

11. Damage or Destruction. We can cancel this Contract without previous notice at our option, if our central station, our connection link or equipment at your premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service. You may likewise cancel it if your premises are similarly destroyed or damaged. We will refund any advance payments you made for service to be supplied after the date we terminate, but you must pay for any services previously rendered.

12. Termination of Connections. We can terminate this Contract at any time if we cannot either secure or retain the connections or rights to transmit radio, telephone, and/or data signals between your premises and our central station or between our central station and the police or other authority, and we shall not be liable for any damages or subject to any penalty as a result of such termination. We will refund any advance payments you made for service to be supplied after the date we terminate, but you shall pay for any services previously rendered.

13. Acts of God. We assume no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond our control, including interruption of alarm transmission, and will not be required to supply you service during any such interruption of service.

14. Limitation of Damages. A. You understand and agree that we are not an insurer and that you must obtain insurance, if any, covering personal injury and property loss or damage on your premises and that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of your property or the property of others that may be located on your premises. You represent that you have adequate insurance to protect your premises and property.

B. You acknowledge that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from our negligence, or our failure to perform any of our obligations, or a failure of the System to properly operate, because of, among other things: the uncertain amount or value of your property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by our failure to perform any of our obligations or the failure of our equipment to properly operate; or the nature of the services we are to perform.

C. You agree that if we are found liable for any loss or damage resulting from the products or services to be provided under this Contract, our LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S MONITORING PAYMENTS OR FIVE HUNDRED DOLLARS ($500), WHICHEVER IS LESS, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from a failure of the System or performance or nonperformance of any of our obligations and shall apply whether such claim is for negligence, gross negligence, misfeasance, nonfeasance, express or implied warranty, strict or product liability, breach of contract, contribution or indemnification, or any other legal claim against us, our employees, agents or assigns. WE SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that you want to increase our limit of liability, you can do so by paying an additional charge, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold us as an insurer.

15. Third Party Indemnification. When you have property belonging to others in your custody in the ordinary course of business, or the System protects the property of third parties, you agree to and shall indemnify, defend, and hold us, our employees and agents harmless against all claims brought by such parties. This provision shall apply to all claims regardless of cause or theory of liability.

16. Commencement of Action. All actions, legal or equitable, against us must be commenced in court, within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the action arises, whichever is earlier, without judicial extension of time, or such action is barred, time being of the essence of this paragraph.

17. Assignment. This Contract may be assigned by you to any successor company or to a new owner of your premises, upon our prior written approval. We may assign this Contract to any affiliate or new owner of our business without notice to, or approval by, you.

18. Bind and Inure. You agree that the Contract and particularly those paragraphs relating to disclaimer of warranties, limitation of damages and third party indemnification, inure to the benefit of the manufacturer of any equipment installed by us and to any subcontractors who provide monitoring, maintenance, installation or service of the System provided herein.

19. Waiver of Subrogation. In case of damage or destruction to your premises or property by any cause within the scope of your insurance, whether such damage was caused by us, or any party for whom we may be responsible under the Contract, you agree that your insurer shall not look for reimbursement or to us, or our agents, employees or assigns or to any third party against whom you may have a claim thereon.

20. Severability. If any provision of this Contract is held invalid, including but not limited to, any provision relating to limitation of our liability or your remedies, all other provisions shall survive in full force and effect.

21. Entire Agreement. This Contract, together with any related schedules, represents the entire agreement of the parties. If there is any conflict between this Contract and your purchase order, or any other document, this Contract will govern, whether such purchase order or other document is prior or subsequent to this Contract. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Contract shall not be binding upon any party and that the Contract may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of a written addendum to this Contract.

22. Headings. The use of headings is for ease of reference only, and such headings shall not constitute a part of this Contract.

23. Credit Check Authenization: I authorize dealer to check client credit and answer questions about credit experience with same.

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3948534 OR: 4156 PG: 3826
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/20/2006 at 08:23AM DWIGHT E. BROCK, CLERK
REC FEE 146.00

This Instrument Prepared By:
Treviso Bay Development, LLC
19275 West Capitol Drive, Suite 100
Brookfield, Wisconsin 53045

Retn:
TREVISO BAY DEVELOPMENT
5150 TAMIAMI TR N #207
NAPLES FL 34103

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TREVISO BAY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TREVISO BAY ("First Amendment") is made this 19th day of December, 2006, by Treviso Bay Development, LLC, a Delaware limited liability company, VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company, and VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company (together the "Declarant").

WHEREAS, Declarant filed the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TREVISO BAY dated February 10, 2006 ("Declaration") which was recorded in O.R. Book 3987, Page 0344 of the Public Records of Collier County, Florida, and encumbers the land legally described in Exhibit A-1 hereto, and,

WHEREAS, VK Holdings Treviso Bay, LLC, a Florida limited liability company, the fee simple owner of a portion of the real property described on the attached Exhibit A-1, which is a portion of the land subject to the Declaration, as amended, joins herein solely for the purpose of consenting to this First Amendment to the Declaration, and,

WHEREAS, Declarant intends by this document to amend the Declaration as allowed by Section 20.1 of the Declaration,

NOW THEREFORE, the Declaration is hereby amended as follows, effective immediately:

Section 2.48 Development

The following Section 2.48 is hereby added to the Declaration:

Development of Treviso Bay shall take place over an extended period of time. Each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors, and assigns, does hereby waive all claims for interference with quiet enjoyment and use as a result of ongoing development and construction.

Section 3.5 Declarant Not Liable

The following Section 3.5 is hereby added to the Declaration:

The Declarant and Association may, but shall not be obligated to, maintain or support certain activities within Treviso Bay designed to make Treviso Bay safer than it otherwise might be. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant. Additionally, neither Declarant nor Association make any representations whatsoever as to the security of the Property or the effectiveness of any monitoring system or security service. All Owners agree to hold Declarant, Association, and any successor harmless from any loss or claim arising from the occurrence of any crime or other act. The Declarant, the Association, or any successor shall not be held liable for any loss or damage by reason or failure to provide adequate security or the ineffectiveness of security measures undertaken, if any. All Owners and occupants of any home, and tenants, guests and invitees of an Owner, acknowledge that Declarant, the Association, and any successor do not represent or warrant that any fire protection system, burglar alarm system, or other security system, if any, designated by or installed according to guidelines established by the Declarant or the Association may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any home and each tenant, guest, and invitee of an Owner, acknowledges and understands the Declarant, Association, and any successor are not insurers and that each Owner and occupant of any home and each tenant, guest, and invitee of an Owner assumes all risks for loss or damage to persons, to homes, and to contents of homes, and further acknowledges the Declarant, Association, and any successor have made no representations or warranties nor has any Owner or occupant of any home, or any tenant, guest or invitee of an Owner relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed, if any, or any security measures undertaken as part of the development, if any.

Section 5.3 Responsibility for Repair and Replacement

The following provision is added at the end of the third full paragraph of Section 5.3 of the Declaration:

Repair and reconstruction shall be completed within six (6) months of the casualty unless not reasonably possible, in which case it shall be completed as soon as reasonably possible.

Section 5.4 Association Maintenance of Landscaping on Residential Units

Section 5.4 (c) is added to the Declaration:

In addition to maintenance of the Common Area and landscaping on the Units, the Association or the Neighborhood Association may provide upon any Unit requiring same, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality, and value of Treviso Bay, any maintenance, repair, or replacement that is otherwise the responsibility of the Owner hereunder and which the Owner fails to replace, restore, repair, or perform after thirty (30) days written notice to the Owner of the need of such replacement, restoration, repair, or maintenance. Such Unit Owner shall be solely responsible for the cost of same.

Section 7.1 Acceptance and Control of Association Property

The following is added as Section 7.1 (c) of the Declaration:

The Association shall accept "Where Is, As Is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, or with respect to the improvements and repairs to be completed after the conveyance, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operations of, or the materials or furniture which has been or will be used in such property or repairs, except as set forth herein. By acceptance of an interest in any such property or the deed to any Unit, the Association and all owners release Declarant from any claims and warrant that no claim shall be made by the Association or any owner relating to the condition or completeness of such property or repairs or for incidental or consequential damages arising therefrom.

Section 7.9 Provision of Services

The first paragraph of Section 7.9 of the Declaration is deleted and replaced with the following:

The Declarant and the Association shall be authorized, but not obligated, to enter into, in the Board's discretion, contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association and their guests, lessees, and invitees and to charge use and service fees to the Unit Owners for such services and facilities. Declarant may, at anytime, assign to Association and require the Association to assume such contracts and agreements. Any fee earned by Declarant under such contracts or agreements will be retained by Declarant despite such assignment. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television and communication service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. The cost of such services and facilities may be included as a Common Expense if offered in bulk to all Members or as a Neighborhood Assessment or Specific Assessment if offered to Neighborhoods or individuals, as appropriate.

The following is added to the end of Section 7.9 of the Declaration:

Residential Security System Monitoring. Declarant has negotiated a Master Monitoring Agreement with Devcon Security Services Corp. ("Devcon"), whereby Devcon is the exclusive monitor of burglar alarms, fire alarms, panic alarms, and other security systems (the "Alarms") installed in any residences at Treviso Bay. Such Master Monitoring Agreement provides that Devcon will monitor the Alarms for all residences at Treviso Bay for a cost per residential unit regardless of whether the owner of such residence purchases, installs, or maintains any type of Alarm and regardless of whether any such Alarm is purchased through, installed by, or monitored through Devcon. Such cost per residential unit shall be passed on to and assumed by

the Association as part of the assessments for the Association to be paid by each resident of Treviso Bay. In addition, the Master Monitoring Agreement provides that Devcon will pay to Declarant a fee for Alarms installed by Devcon in any residences at Treviso Bay which will be retained by Declarant. The Association shall assume all of Declarant's obligations under such Master Monitoring Agreement at such time that Declarant, in its sole and absolute discretion, chooses to assign such agreement to the Association, and shall hold Declarant harmless from any claims or damages relating to the Association's failure to perform or satisfy any such obligations. Notwithstanding anything to the contrary, Declarant shall not be liable to any Owner for any claims, liabilities, service issues, service interruptions, product selections or offerings, or any damages of any kind or nature arising out of or relating to the security system monitoring company selected by Declarant to provide the monitoring services at Treviso Bay. Each Owner hereby expressly waives any claims that such Owner may have against Declarant now or in the future relating to the provision of such security system monitoring services at Treviso Bay.

Section 8.3 Budgeting for Reserves

The following is added at the end of Section 8.3 of the Declaration:

No such reserve shall be established without the consent of Developer, and if Developer consents, Developer shall have no obligation to contribute to such reserves.

Section 8.9 Exempt Property

The following is added to Section 8.9 of the Declaration:

(f) Property owned, leased, or licensed by the Community Development District.

Section 8.11 Transfer Fees

Section 8.11 (d) (i) is amended to state:

(i) by the Declarant to the initial Owner, by a Builder to the initial Owner, or by the Declarant to a Builder;

Section 10.12 Declarant's Rights

The following Section 10.12 is added to the Declaration:

So long as Declarant owns one or more Units in Treviso Bay, Declarant may choose, at its sole discretion, to exercise any of the rights of the Association, or to veto any resolution of the Association.

Section 11.10 Drainage Easements

The following provision is added at the end of Section 11.10 of the Declaration:

The easements shall not interfere with the construction or use of homes or related improvements on the Property.

Section 11.11 Easements for Ingress and Egress

The following Section 11.11 is hereby added to the Declaration:

Subject to any regulations regarding parking, identification, and other regulations duly enacted hereunder, Declarant hereby reserves for the benefit of all Unit Owners and their invitees and guests a perpetual, nonexclusive easement over all platted roadways or other land dedicated to roadways within Treviso Bay dedicated to the Association, or any Neighborhood Association for community use by all owners, invitees, and guests of Treviso Bay so long as such roadways and easements shall be in operation.

Section 13.3 Natural Gas Service

The following Section 13.3 is hereby added to the Declaration:

Treviso Bay Development, LLC ("TBD") has entered a "Developer Agreement" with Peoples Gas System ("Utility") to install a natural gas distribution system from the Utility's existing natural gas distribution system to the boundary of and within Treviso Bay, including without limitation all necessary distribution lines, meters, and other ancillary and required facilities (collectively, the "System") necessary to provide natural gas service to Treviso Bay. TBD agreed to pay Utility a fee and to assign certain rights in consideration for the construction of the System. Additional funds to aid in the payment of the construction and related costs of the System will be assessed and collected under Utility's Main and Service Extension Amortization Surcharge ("MSEA") against such customer utilizing natural gas as stated in Utility's Tariff ("Tariff") as filed with the Florida Public Service Commission ("FPSC"),. The MSEA surcharge to be paid by the customers shall be calculated volumetrically in cents per therm and added to the customer's monthly utility bill. The System up to the demand side of each gas meter (including each meter) shall remain the exclusive property of the Utility at all times during and following the expiration or earlier termination of the Developer Agreement. To allow the Utility to recover certain conservation allowances for the System, during the term of this Agreement, Developer shall provide or cause others to provide Utility, prior to the completion and occupancy of a residence, with a reasonable opportunity to inspect each home in Treviso Bay so that Utility may confirm that it constitutes a "Gas Compliant Residence" as defined in the Developer Agreement. Notwithstanding anything to the contrary, Declarant shall not be liable to any Owner for any claims, liabilities, service issues, service interruptions, product selections or offerings, or any damages of any kind or nature arising out of or relating to the company selected by Declarant to provide these services at Treviso Bay. Each Owner hereby expressly waives any claims that such Owner may have against Declarant now or in the future relating to the provision of such services at Treviso Bay.

Article XXIV Di Napoli Neighborhood Restrictions

The following Article XXIV is added to the Declaration:

ARTICLE XXIV Di Napoli Neighborhood Restrictive Covenants

24.1 Property. The real property described on Exhibit "A-3" hereof is hereby subjected to the provisions of this Article XXIV of the Declaration, and is designated as the Di Napoli at Treviso Bay Neighborhood (the "Di Napoli Neighborhood"). The provisions of this Article XXIV of the Declaration shall apply only to the Di Napoli Neighborhood, and shall be in addition to the other provisions of the Declaration.

24.2 Additional Covenants, Restrictions & Easements.

A. Use Restrictions.

1. Dwellings. Unless otherwise determined by Declarant in Declarant's sole and absolute discretion, Coach Home Building shall be the only type of dwellings permitted to be constructed within the Di Napoli Neighborhood. "Coach Home Buildings" are buildings containing four (4) individual single family residential units (each residential unit within a Coach Home Building shall be referred to herein as a "Coach Home Unit") with two (2) Coach Home Units on the ground floor and two (2) Coach Home Units on the top floor. All Coach Home Buildings shall be of a common architectural theme. The total number of Coach Home Buildings to be constructed in the Di Napoli Neighborhood shall be Thirty (30) and the total number of Coach Home Units shall be One Hundred Twenty (120).

2. Commercial or Business Activity. No commercial activity shall be permitted in any Coach Home Building or Coach Home Unit except incidental business activity conducted within the parameters of Section 2(q) of the Use Restrictions attached to the Declaration as Exhibit "C." So long as Declarant owns property for sale or development within Treviso Bay, sales offices or model homes may be maintained within the Di Napoli Neighborhood and within any Coach Home Building or Coach Home Unit upon Declarant's written permission therefore and at Declarant's sole and absolute discretion.

3. Leasing of Units. A minimum lease of 30 days is required to lease a Coach Home Unit in the Di Napoli Neighborhood. No Unit in the Di Napoli Neighborhood shall be leased more than four (4) times per calendar year.

B. Building and Site Restrictions.

1. Setbacks. All Coach Home Buildings, roadways, and other improvements constructed or to be constructed within the Di Napoli Neighborhood shall be constructed in accordance with the Site Development Plan also known as the Construction Plans for Di Napoli dated September, 2006, and prepared by Johnson Engineering (the "Construction Plans"), which Construction Plans include all applicable setback and building separation requirements.

a. Measurement. All setbacks and distances shall be measured in accordance with Collier County Land Development Code regulations.

b. Variances. Declarant may authorize variances from compliance with the minimum setbacks specified in the Construction Plans from time to time at Declarant's sole and absolute discretion and in accordance with Collier County Land Development Code regulations. All such variances shall require written approval pursuant to Article IV of the Declaration. Mitigation may be required for variances, i.e. additional landscaping, walls and architectural adjustments.

c. Driveways. Under no circumstances may a driveway encroach upon any landscape buffer easement. Any driveways which encroach upon side yard drainage easements are subject to damage by drainage maintenance activities. If a Neighborhood Association is formed, the repair cost shall be the responsibility of the Neighborhood Association. If a Neighborhood Association is not formed or fails to pay any such repair costs when due, the Association may, at the Association's sole option, pay such repair costs, and such costs paid by the Association shall be special assessments of the Association to each Owner of the Coach Home Units within the Di Napoli Neighborhood. .

d. Buffering of Mechanical Equipment. Air conditioning and pool equipment must be adequately buffered by landscaping or a structural buffer wall. Landscaping must visually conceal the equipment from the street and adjacent property at the time of planting. If a structural buffer wall is constructed, the minimum building separation requirements specified in the Construction Plans must be maintained.

2. Minimum Square Footage. All Coach Home Units within the Di Napoli Neighborhood shall contain a minimum of 2,000 square feet of enclosed living area. Enclosed living area shall include the total enclosed floor area within the horizontal dimensions of each level of a Coach Home Unit, excluding garages, terraces, non-air conditioned storage areas, decks, and porches.

3. Height of Structures. No Coach Home Building or other structure constructed within the Di Napoli Neighborhood shall exceed the height above base flood elevation specified in the Construction Plans unless approved pursuant to Article IV of the Declaration. Building height shall be the vertical distance measured from the first habitable finished floor elevation to the uppermost finished ceiling elevation of the structure.

4. Garages. Each Coach Home Unit must have an enclosed garage of a size sufficient to house not less than two and not more than four automobiles. All garage doors must be equipped with automatic enclosures. No garage constructed within the Di Napoli Neighborhood shall be converted to living space without the prior written approval of the Association and Declarant.

5. Permitted Structures. No structure shall be erected, altered, placed, or permitted to remain on any property within the Di Napoli Neighborhood other than the Coach Home Buildings and the Amenity Center, all as shown on the Construction Plans, without the prior written consent of the Association and Declarant.

6. Roofs. Roofs of all structures located on any Lot within the Di Napoli Neighborhood shall have a minimum of 4:12 slope and shall be constructed of flat, S-Tile, or barrel, terra cotta or concrete tile, as defined by the common usage of such terms in Collier County, Florida. Declarant may, in its sole discretion, approve the use of additional materials for roofing surfaces in the event that a new and attractive roofing material is discovered or invented. A roof having less than the above minimum slope may be approved in special circumstances in accordance with Article IV of the Declaration, provided such roof is not used as a major structural element.

7. Landscaping. The landscape plans of the Di Napoli Neighborhood, including any plans for removal or alteration of the natural vegetation within the Di Napoli Neighborhood, shall require prior approval pursuant to Article IV of the Declaration. No tree measuring four (4) or more inches in diameter at a point two (2) feet above ground level, nor any species of oak, regardless of size, may be removed, unless such tree is located within five (5) feet of a structure approved under the Construction Plans pursuant to Article IV.

8. Mailboxes. The design, construction materials, and location of all mailboxes within the Di Napoli Neighborhood shall be consistent as specified by the Design Review Guidelines for Treviso Bay. Mailboxes shall be purchased by the builder from a pre-approved vendor.

9. Maintenance of Lakefronts. If a Neighborhood Association in formed, then the Neighborhood Association shall be obligated to maintain, as a landscaped area and in a manner consistent with the Community Wide Standard, that portion of the lake bank lying between the Coach Home Buildings in the Di Napoli Neighborhood and to the edge of any lake adjacent to such Coach Home Buildings. If a Neighborhood Association is not formed or fails to perform its maintenance obligations of the lake banks as described herein, then the Owners of the Coach Home Buildings bordering a lake shall be obligated to maintain that portion of the lake bank lying between such Coach Home Buildings and the water's edge of the lake adjacent to such Coach Home Buildings.

10. Entry Features. The developer(s) of the Di Napoli Neighborhood shall install or cause to be installed landscaping, decorative paving, signage, and other related improvements "Entry Features," as approved pursuant to Article IV of the Declaration, at the main right-of-way to the Di Napoli Neighborhood. If a Neighborhood Association is formed, it shall assume the maintenance responsibilities for such Entry Features pursuant to the Article V of the Declaration. If a Neighborhood Association is not formed or fails to perform its maintenance responsibilities for the Entry Features, any common areas of the Di Napoli Neighborhood, or any structures unique to the Di Napoli Neighborhood, the Association shall perform the maintenance responsibilities, and the costs for such maintenance shall be special assessments of the Association to each Owner of the Lots within the Di Napoli Neighborhood.

C. Maintenance of Neighborhood Common Area. If a Neighborhood Association is formed to maintain the common areas of the Di Napoli Neighborhood and fails to do so in accordance with the Community Wide Standard, then the Association shall have the right, but not the obligation, to conduct such maintenance and assess the cost of such maintenance as a Neighborhood Assessment.

D. Natural Gas. Declarant has negotiated a Developer Agreement with Peoples Gas System, a division of Tampa Electric Company ("Peoples Gas"), whereby Peoples Gas will install a natural gas distribution system for the distribution of natural gas to residences at Treviso Bay, including in the Di Napoli Neighborhood. Such Developer Agreement provides that Declarant will construct or cause to be constructed a certain number of Gas Compliant Residences at Treviso Bay. Under the Developer Agreement, a Gas Compliant Residence is a residence that contains one or more of a gas water heater, a pilotless gas range, piping necessary for a gas dryer, a gas swimming pool heater, a gas grill, and/or gas firelogs. Based upon the requirement of the Developer Agreement, each Coach Home Unit constructed in the Di Napoli Neighborhood shall have a gas water heater, a pilotless gas range, and piping for a gas dryer. Furthermore, to the extent an owner of a residence in the Di Napoli Neighborhood installs at the time of construction of such residence or subsequent thereto a swimming pool, a grill, and/or a fireplace, the heater, if any, for the swimming pool shall be a gas heater, the grill shall be a natural gas grill, and the fireplace shall contain gas firelogs. Notwithstanding anything to the contrary, Declarant shall not be liable to any Owner for any claims, liabilities, service issues, service interruptions, product selections or offerings, or any damages of any kind or nature arising out of or relating to the construction and installation of the natural gas distribution system or the provision of natural gas at Treviso Bay. Each Owner hereby expressly waives any claims that such Owner may have against Declarant now or in the future relating to the construction and installation of the natural gas distribution system and the provision of such natural gas at Treviso Bay.

24.3 Amendment.

A. By Declarant. Declarant shall have the unilateral right to amend this Article XXIV of this Declaration so long as it has the unilateral right to amend the Declaration.

B. Joinder of the Association. The Association shall, not more than ten (10) days after the request of the Declarant, join in any amendment to this Article XXIV of the Declaration and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment, if any, by the Association shall not be cause to prevent such amendment from being made by Declarant or to affect the validity thereof.

C. Declarant's Rights. Notwithstanding anything to the contrary herein contained, no amendment to this Article XXIV of this Declaration shall be effective which shall impair or prejudice the rights, priorities, or obligations of Declarant, the Association, or any Mortgagee under the Declaration of the Bylaws without the specific written approval of such Declarant, Association, or Mortgagee affected thereby.

D. FNMA/FHLMC Provision. Declarant may, in its sole discretion, with the approval of no other Person, including, without limitation, any Mortgages being required, amend this Article XXIV of the Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein shall require Declarant to make an amendment to the Declaration or this Article XXIV of the Declaration for any purpose whatsoever.

24.4 Conflict. This Article XXIV of this Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the Di Napoli Neighborhood in order to reflect the different character and intended use of the Di Napoli Neighborhood. In the event of a conflict between the provisions of this Article XXIV of this Declaration and the provisions of the remainder of this Declaration, the provisions of this Article XXIV of this Declaration shall control.

IN WITNESS WHEREOF, the Declarant, has duly executed this First Amendment and affixed its corporate seal thereto as of this 19th day of December, 2006.

EXHIBIT "A-1"

DESCRIPTION OF PART OF SECTIONS 29, 30, 31, 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA (LELY LAKES DEVELOPMENT PARCELS)

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30, NORTH 00°20'37" EAST 2685 56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 30, NORTH 00°22'18" EAST 2687 69 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF SAID SECTION 30, NORTH 88°23'16" EAST 2491.52 FEET; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 30 NORTH 88°13'29" EAST 1636 98 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF TAMIAMI TRAIL (US 41) (200' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY SOUTH 39°03'42" EAST 2333.04 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 38°17'43" WEST 581.30 FEET; THENCE NORTH 89°34'42" WEST 348.55 FEET; THENCE SOUTH 02°48'31" WEST 308.99 FEET; THENCE SOUTH 88°28'28" WEST 30.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (OR BOOK) 105, PAGES 595-597 AND OR BOOK 105, PAGES 592-594, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SOUTH 87°14'44" WEST 683.13 FEET; THENCE ALONG THE WEST LINE OF SAID LAND DESCRIBED IN OR BOOK 105, PAGES 592-594 SOUTH 00°20'37" WEST 672.63 FEET; THENCE ALONG THE SOUTH LINE OF SAID LANDS NORTH 87°26'41" EAST 654.42 FEET TO THE WEST LINE OF MYRTLE COVE ACRES UNIT NO. 1 AS RECORDED IN PLAT BOOK 3, PAGE 38, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID UNIT NO. 1 SOUTH 02°45'35" WEST 1919.99 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE ALONG THE EAST LINE OF SAID SECTION 31, SOUTH 02°45'30" WEST 2335.35 FEET; THENCE LEAVING SAID EAST LINE SOUTH 83°30'57" WEST 1549 05 FEET; THENCE NORTH 56°10'37" WEST 816.27 FEET; THENCE NORTH 89°29'19" WEST 558.68 FEET; THENCE NORTH 01°35'00" EAST 1675.69 FEET; THENCE NORTH 89°27'15" WEST 508.31 FEET; THENCE SOUTH 70°33'22" WEST 1109.51 FEET; THENCE WEST 357.35 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF SAID SECTION 31, NORTH 00°19'55" EAST 412.36 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31 AND THE POINT OF BEGINNING;

LESS AND EXCEPTING THAT LAND DESCRIBED IN OR BOOK 192, PAGE 514, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

ALSO INCLUDING THE FOLLOWING:

PARCEL 2

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SECTION 32, NORTH 02°48'47" EAST, 2394.57 FEET; THENCE LEAVING SAID WEST LINE NORTH 59°56'01" EAST 2041.35 FEET TO THE BOUNDARY OF THE PLAT OF TRAIL ACRES UNIT 2, PLAT BOOK 4, PAGE 62, COLLIER COUNTY, FLORIDA; THENCE ALONG SAID PLAT BOUNDARY SOUTH 39°03'07" EAST 1309.16 FEET; THENCE CONTINUE ALONG SAID PLAT BOUNDARY NORTH 50°55'09" EAST 762.41 FEET; THENCE LEAVING SAID PLAT BOUNDARY SOUTH 39°04'51" EAST 430 46 FEET; THENCE NORTH 50°58'21" EAST 199 96 FEET TO THE BOUNDARY OF THE PLAT OF TRAIL ACRES UNIT 3, PLAT BOOK 3, PAGE 94, COLLIER COUNTY, FLORIDA; THENCE ALONG SAID PLAT BOUNDARY SOUTH 39°01'39" EAST 962 19 FEET; THENCE CONTINUE ALONG SAID PLAT BOUNDARY SOUTH 87°34'19" EAST 1003 95 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE LEAVING SAID PLAT BOUNDARY AND ALONG SAID EAST LINE, SOUTH 02°32'54" WEST 1912.12

FEET TO THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, NORTH 89°40'29" WEST 2625.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 32, NORTH 89°40'08" WEST 2625.60 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32 AND THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD BEARINGS ARE BASED ON THE SOUTH LINE OF SAID SECTION 31 BEING NORTH 89°41'53" WEST.

Exhibit A-3
Legal Description

TRACT "FD-1" OF "VERCELLI", A SUBDIVISION AS RECORDED IN PLAT BOOK 48, PAGES 11-14 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

\\Vkserver01V drive\office\Word 95 Docs\Florida Properties\Treviso\HOA Documents\First Amendment to Treviso Declaration 12-19-06 FINAL.DOC

DECLARANT:

Treviso Bay Development, LLC, a Delaware limited liability company

Karla Betancourt
WITNESS

By: _____

Its: VICE PRESIDENT

_____
WITNESS

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 14th day of December, 2006, by Sanjay Kuttemperur as Vice President for Treviso Bay Development, LLC, a Delaware limited liability company, on behalf of such entity. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Given under my hand and official seal this 14th day of December, 2006.

My term of office expires on 12/11/2007.

_____ [SEAL]
NOTARY PUBLIC

STACY LEIGH FULTS
Comm# DD0274324
Expires 12/11/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company

By: _____

Its: VICE PRESIDENT

Karla Bettencourt
WITNESS

WITNESS

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 19th day of December, 2006, by Sanjay Kuttemperoor as Vice President for VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company, on behalf of such entity. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Given under my hand and official seal this 19th day of December, 2006.

My term of office expires on 12/11/2007.

STACY LEIGH FULTS
Comm# DD0274324
Expires 12/11/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

_____ [SEAL]
NOTARY PUBLIC

VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company

WITNESS

By: _____

Its: VICE PRESIDENT

WITNESS

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 19th day of December, 2006, by Sanjay Kuttemperoor as Vice President for VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company, on behalf of such entity. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Given under my hand and official seal this 19th day of December, 2006.

My term of office expires on 12/11/2007.

STACY LEIGH FULTS
Comm# DD0274324
Expires 12/11/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc.

NOTARY PUBLIC [SEAL]

Joinder and Consent

IN WITNESS WHEREOF, the undersigned, VK Holdings Treviso Bay, LLC, a Florida limited liability company, the fee simple owner of a portion of the real property described on the attached Exhibit A-1, does hereby join in the filing of the First Amendment **solely for the purpose of consenting to the execution and recording of the First Amendment**, and has caused this First Amendment to be signed as of the 19th day of December, 2006.

VK Holdings Treviso Bay, LLC, a Florida limited liability company

Kate Bittermann
WITNESS

By: _____

Its: VICE PRESIDENT

_____
WITNESS

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 19th day of December, 2006, by Sanjay Kuttemperoor as Vice President for VK Holdings Treviso Bay, LLC, a Florida limited liability company, on behalf of such entity. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Given under my hand and official seal this 19th day of December, 2006.

My term of office expires on 12/11/2007.

STACY LEIGH FULTS
Comm# DD0274324
Expires 12/11/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

_____
NOTARY PUBLIC [SEAL]

L 11

3908469 OR: 4112 PG: 2226
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/27/2006 at 01:39PM DWIGHT E. BROCK, CLERK
REC FEE 112.00

When Recorded, Return To:
Mr. Sanjay Kuttemperoor, Esq.
Treviso Bay Development, LLC
5150 Tamiami Trail North
Suite 207
Naples, Florida 34103

Retn:
TREVISO BAY DEVELOPMENT
5150 TAMIAMI TR N #207
NAPLES FL 34103

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VIA VENETO AT TREVISO BAY NEIGHBORHOOD

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 26th day of September, 2006, by Treviso Bay Development, LLC, a Florida limited liability company (the "Declarant").

WITNESSETH

WHEREAS, on February 23, 2006 Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Treviso Bay, recorded in O.R. Book 3987, Page 0344, *et seq.*, of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, pursuant to the terms of Section 9.3 of the Declaration, the Declarant may unilaterally impose additional covenants and easements on any portion of the Properties by recording a Supplemental Declaration describing such property to be encumbered and the additional covenants and easements governing such areas; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A," attached hereto ("Property"); and

WHEREAS, the Declarant desires to impose on the Property additional covenants and easements and to assign the Property to a Neighborhood.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. The Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to the Property, and shall be binding upon all persons having any right, title or any interest in the Property, their respective heirs, legal representatives, successors, successors-in-title and assign. The provisions of this Supplemental Declaration shall be binding upon Treviso Bay Property Owners Master Association, Inc., in accordance with the terms of the Declaration.

Article I
Definitions

As used herein, the terms "Lot" and "Lots" mean the lots designated on the plat of the Property, recorded or to be recorded in the Public Records of Collier County, Florida.

Article II
Duration

This Supplemental Declaration shall be enforceable by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of the 25 years form the date this Supplemental Declaration is recorded in the Public Records. After such time, this Supplemental Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by not less than 75% of the then Owners of Lots in the Neighborhood has been recorded in the Public Records within the year preceding any extension, agreeing to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be terminated as specified in such instrument. Notwithstanding this, if any provision of this Supplemental Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire 90 days after the date this Supplemental Declaration is recorded in the Public Records. Nothing in this Article shall be constructed to permit termination of any easement created in this Supplemental Declaration without the consent of the holder or such easement. In the event this Supplemental Declaration is terminated, such termination shall not affect the applicability or enforceability of the Declaration with regard of the Property.

Article III
Neighborhood Designation

The Property is designated as the Via Veneto at Treviso Bay Neighborhood (the "Via Veneto Neighborhood"). Lot numbers referenced herein refer to the numbers shown on the plat for Via Veneto recorded or to be recorded in the Public Records of Collier County, Florida.

Article IV
Additional Covenants, Restrictions & Easements

A. Use Restrictions.

1. Dwellings. Lots within the Property shall be used only for attached, single family dwellings of a common architectural theme. Only one attached, single family dwelling shall be constructed on each Lot such that the total number of attached, single family dwellings to be constructed in the Neighborhood shall be Forty-nine (49). Notwithstanding the foregoing, detached single family dwellings may only be constructed upon certain Lots upon the approval of Declarant at Declarant's sole and absolute discretion.

2. Commercial or Business Activity. No commercial activity shall be permitted on any Lot except incidental business activity conducted within the parameters of Section 2(q) of the Use Restrictions attached to the Declaration as Exhibit "C." So long as Declarant owns property for sale or development within Treviso Bay, sales offices or model homes may be

maintained on any Lots upon Declarant's written permission therefore and at Declarant's sole and absolute discretion.

3. Leasing of Units. A minimum lease of 30 days is required to lease a Unit in this Neighborhood. No Unit in this Neighborhood shall be leased more than two (2) times per calendar year.

B. Building and Site Restrictions.

1. Setbacks.

a. Minimums. No dwelling shall be created within the following minimum setback lines, as measured from the property line:

i. 24' front setback to property line (for dwelling with front loaded garage). Corner lots shall observe this setback on the two sides facing the street.
ii. 15' front setback to property line (for dwelling with side entry garage).
iii. 24' rear setback to the property line on lake (for dwelling).
iv. 24' rear setback to property line on lake (for accessory structure).
v. 25' rear setback on preserve (for dwelling).
vi. 10' rear setback on preserve (for accessory structure)
vii. 0' minimum side setback or a 12' minimum building separation.

b. Measurement. All setbacks shall be measured in accordance with Collier County Land Development Code regulations. Roof overhangs may encroach upon setback requirement by three (3) feet.

c. Variances. At the time the building plans are reviewed in accordance with Article IV of the Declaration, the Declarant may authorize variances from compliance with the above minimum setbacks. All such variances shall require written approval pursuant to Article IV of the Declaration. Mitigation may be required for variances, i.e. additional landscaping, walls and architectural adjustments.

d. Driveways. Any driveway shall be at least four feet from the side or rear lot lines unless a variance is granted pursuant to Article IV of the Declaration. The four (4) feet separation shall not apply to the portion of the driveway (including the apron) that encroaches into the right-of-way or the side of the driveway closest to the 0' setback for the common lot line of two (2) attached structures. Mitigation may be required as a condition of any such variance. However, under no circumstances may a driveway encroach upon any landscape buffer easement. The driveway pavers may encroach to within one (1) foot of the side lot line only where required for the apron of a side entry garage turnaround area. Any driveways which encroach upon side yard drainage easements are subject to damage by drainage maintenance activities. Repairs will be at the owner's expense.

e. Location of Dwellings and Improvements. Pursuant to Article IV of the Declaration, Declarant reserves the right to control and decide the precise location of any dwelling or other structure or improvement upon all Lots for aesthetic, ecological, topographical, energy, and other considerations.

f. Buffering of Mechanical Equipment. Air conditioning and pool equipment must be adequately buffered by landscaping or a structural buffer wall. Landscaping must visually conceal the equipment from the street and adjacent property at the time of planting. Mechanical equipment pads are not permitted to encroach into the adjacent property. If a structural buffer wall is constructed, the outside face of the wall may be no closer than one (1) foot to the side property line.

2. Minimum Square Footage. All dwellings within the Property shall contain a minimum of 1,800 square feet of enclosed living area, but not more than 2,700 square feet of enclosed living area. Enclosed living area shall include the total enclosed floor area within the horizontal dimensions of each level of a dwelling, excluding garages, terraces, non-air conditioned storage areas, decks, and porches.

3. Height of Structures. No dwelling or other structure upon any Lot shall exceed 35 feet in height above base flood elevation unless approved pursuant to Article IV of the Declaration. Building height shall be the vertical distance measured from the first habitable finished floor elevation to the uppermost finished ceiling elevation of the structure.

4. Garages. Each dwelling must have an enclosed garage of a size sufficient to house not less than two and not more than four automobiles. All garage doors must be equipped with automatic enclosures. No garage constructed on any Lot shall be converted to living space without the prior written approval of the Association and Declarant.

5. Permitted Structures. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one attached single family dwelling.

6. Roofs. Roofs of all structures located on any Lot within the Property shall have a minimum of 4:12 slope and shall be constructed of flat, S-Tile, or barrel, terra cotta or concrete tile, as defined by the common usage of such terms in Collier County, Florida. Declarant may, in its sole discretion, approve the use of additional materials for roofing surfaces in the event that a new and attractive roofing material is discovered or invented. A roof having less than the above minimum slope may be approved in special circumstances in accordance with Article IV of the Declaration, provided such roof is not used as a major structural element.

7. Landscaping. The landscape plans of each Owner, including any plans for removal or alteration of the natural vegetation on any Lot, shall require prior approval pursuant to Article IV of the Declaration. No tree measuring four (4) or more inches in diameter at a point two (2) feet above ground level, nor any species of oak, regardless of size, may be removed, unless such tree is located within five (5) feet of a structure approved for the Lot pursuant to Article IV.

8. Mailboxes. The design, construction materials, and location of all mailboxes within the Property shall be consistent as specified by the Design Review Guidelines for Treviso Bay. Mailboxes shall be provided for the builder from a pre-approved vendor.

9. Maintenance of Lakefront Lots. If a Neighborhood Association in formed, then the Neighborhood Association shall be obligated to maintain, as a landscaped area and in a manner consistent with the Community Wide Standard, that portion of the lake bank lying between the Lots on the neighborhood and to the edge of any lake adjacent to such Lots. If a Neighborhood Association is not formed or fails to perform its maintenance obligations of lakefront lots, then the Owners of the Lots bordering a lake shall be obligated to maintain that portion of the lake bank lying between such Lots and the water's edge of the lake adjacent to such lots.

10. Entry Features. The developer(s) of the Property shall install or cause to be installed landscaping, decorative paving, signage, and other related improvements "Entry Features," as approved pursuant to Article IV of the Declaration, at the main right-of-way to the Neighborhood. If a Neighborhood Association is formed, it shall assume the maintenance responsibilities for such Entry Features pursuant to the Article V of the Declaration.

C. Maintenance of Neighborhood Common Area. If a Neighborhood Association is formed to maintain the common areas of the Neighborhood and fails to do so in accordance with the Community Wide Standard, then the Association shall have the right, but not the obligation, to conduct such maintenance and assess the cost of such maintenance as a Neighborhood Assessment.

D. Residential Security System Monitoring. Declarant has negotiated a Master Monitoring Agreement with Devcon Security Services Corp. ("Devcon"), whereby Devcon is the exclusive monitor of burglar alarms, fire alarms, panic alarms, and other security systems (the "Alarms") installed in any residences at Treviso Bay, including in the Neighborhood. Such Master Monitoring Agreement provides that Devcon will monitor the Alarms for all residences at Treviso Bay, including all residences in the Neighborhood, for a cost per residential unit regardless of whether the owner of such residence purchases, installs, or maintains any type of Alarm and regardless of whether any such Alarm is purchased through, installed by, or monitored through Devcon. Such cost per residential unit shall be passed on to and assumed by the Association as part of the assessments for the Association to be paid by each resident of Treviso Bay. In addition, the Master Monitoring Agreement provides that Devcon will pay to Declarant a fee for Alarms installed by Devcon in any residences at Treviso Bay, including at the Property. The Association shall assume all of Declarant's obligations under such Master Monitoring Agreement at such time that Declarant, in its sole and absolute discretion, chooses to assign such agreement to the Association, and shall hold Declarant harmless from any claims or damages relating to the Association's failure to perform or satisfy any such obligations. Notwithstanding anything to the contrary, Declarant shall not be liable to any Owner for any claims, liabilities, service issues, service interruptions, product selections or offerings, or any damages of any kind or nature arising out of or relating to the security system monitoring company selected by Declarant to provide the monitoring services at Treviso Bay. Each Owner hereby expressly waives any claims that such Owner may have against Declarant now or in the future relating to the provision of such security system monitoring services at Treviso Bay.

Article V
Amendment

A. By Declarant. Declarant shall have the unilateral right to amend this Supplemental Declaration so long as it has the unilateral right to amend the Declaration.

B. By Members. Except as otherwise specifically provided above and elsewhere in this Supplemental Declaration, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the total Class "A" votes in the Neighborhood, and the consent of the Declaration so long as the Declarant owns any portion of the Property.

C. Joinder of the Association. The Association shall, not more than ten (10) days after the request of the Declarant, join in any amendment to this Supplemental Declaration and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment, if any, by the Association shall not be cause to prevent such amendment from being made by Declarant or to affect the validity thereof.

D. Declarant's Rights. Notwithstanding anything to the contrary herein contained, no amendment to this Supplemental Declaration shall be effective which shall impair or prejudice the rights, priorities, or obligations of Declarant, the Association, or any Mortgagee under the Declaration of the Bylaws without the specific written approval of such Declarant, Association, or Mortgagee affected thereby.

E. FNMA/FHLMC Provision. Declarant may, in its sole discretion, with the approval of no other Person, including, without limitation, any Mortgages being required, amend this Supplemental Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein shall require Declarant to make an amendment to the Declaration or this Supplemental Declaration for any purpose whatsoever.

Article VI
Conflict

This Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of the Declaration as it applies to the Property in order to reflect the different character and intended use of the Property. In the event of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, this Supplemental Declaration shall control.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Supplemental Declaration of Covenants, Conditions, and Restrictions for Via Veneto At Treviso Bay Neighborhood]

IN WITNESS WHEREOF, the undersigned, Treviso Bay Development, LLC, a Delaware limited liability company, has caused this Supplemental Declaration to be signed as of the 25th day of September, 2006.

Signed, Sealed and Delivered
in the Presence of:

Witness

David Crist
Printed Name

Witness

CAROL ZOBRAK
Printed Name

TREVISO BAY DEVELOPMENT, LLC, a Delaware limited liability company

By: _____
Sanjay Kuttemperoor, Vice President

STATE OF WISCONSIN
COUNTY OF WAUKESHA

I HEREBY CERTIFY that the foregoing is acknowledged before me this 25th day of September, 2006, by Sanjay Kuttemperoor as Vice President of Treviso Bay Development, LLC, a Delaware limited liability company, who is personally known to me, or who has produced _____ as identification.

(SEAL)

My Commission ~~Expires~~: IS PERMANENT

Notary Public, State of WISCONSIN
Printed Name CHRISTOPHER W. CRAMER

NOTARY PUBLIC
CHRISTOPHER W. CRAMER
STATE OF WISCONSIN

[Signature Page to Supplemental Declaration of Covenants, Conditions, and Restrictions for Via Veneto At Treviso Bay Neighborhood]

IN WITNESS WHEREOF, the undersigned, VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company, the fee simple owner of certain real property subject to the Declaration, does hereby join in the filing of this Supplemental Declaration for the purpose of consenting to the execution and recording of this Supplemental Declaration, and has caused this Supplemental Declaration to be signed as of the 25th day of September, 2006.

Signed, Sealed and Delivered
in the Presence of:

Witness

David Crist
Printed Name

Witness

CAROL ZOBRAK
Printed Name

VK HOLDINGS TREVISO BAY COMMERCIAL, LLC, a Florida limited liability company

By: _____
Sanjay Kuttemperoor, Vice President

STATE OF WISCONSIN
COUNTY OF WAUKESHA

I HEREBY CERTIFY that the foregoing is acknowledged before me this 25th day of September, 2006, by Sanjay Kuttemperoor as Vice President of VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company, who is personally known to me, or who has produced _____ as identification.

(SEAL)

Notary Public, State of Wisconsin
Printed Name CHRISTOPHER W. CRAMER

My Commission ~~Expires~~: IS PERMANENT

NOTARY PUBLIC
CHRISTOPHER W. CRAMER
STATE OF WISCONSIN

[Signature Page to Supplemental Declaration of Covenants, Conditions, and Restrictions for Via Veneto At Treviso Bay Neighborhood]

IN WITNESS WHEREOF, the undersigned, VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company, the fee simple owner of certain real property subject to the Declaration, does hereby join in the filing of this Supplemental Declaration for the purpose of consenting to the execution and recording of this Supplemental Declaration, and has caused this Supplemental Declaration to be signed as of the 25th day of September, 2006.

Signed, Sealed and Delivered
in the Presence of:

Witness

David Colst
Printed Name

Witness

CAROL ZOBRAIC
Printed Name

VK HOLDINGS TREVISO BAY GOLF COURSE, LLC, a Florida limited liability company

By: _____
Sanjay Kuttemperoor, Vice President

STATE OF WISCONSIN
COUNTY OF WAUKESHA

I HEREBY CERTIFY that the foregoing is acknowledged before me this 25th day of September, 2006, by Sanjay Kuttemperoor as Vice President of VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company, who is personally known to me, or who has produced _____ as identification.

(SEAL)

Notary Public, State of Wisconsin
Printed Name CHRISTOPHER W. CRAMER

My Commission ~~Expires~~: IS PERMANENT

NOTARY PUBLIC
CHRISTOPHER W. CRAMER
STATE OF WISCONSIN

DISTANCE OF SOUTH 06°33'13" WEST, 48.06 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 48.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 45°16'54" AND A CHORD BEARING AND DISTANCE OF SOUTH 14°32'32" WEST, 23.10 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 23.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 11°02'33" AND A CHORD BEARING AND DISTANCE OF SOUTH 31°39'43" WEST, 105.84 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 106.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 26°08'27" WEST, A DISTANCE OF 349.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 46°51'53" AND A CHORD BEARING AND DISTANCE OF SOUTH 49°34'23" WEST, 238.60 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 245.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 09°16'40" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°22'00" WEST, 83.62 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 83.72 FEET; THENCE RUN NORTH 34°41'46" WEST ALONG A NON-TANGENTIAL LINE, A DISTANCE OF 106.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 65°08'11" AND A CHORD BEARING AND DISTANCE OF NORTH 02°07'40" WEST, 32.30 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 34.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 220.96 FEET, A CENTRAL ANGLE OF 28°06'00" AND A CHORD BEARING AND DISTANCE OF NORTH 16°23'26" EAST, 107.29 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 108.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 51°58'20" AND A CHORD BEARING AND DISTANCE OF NORTH 28°20'03" EAST, 17.53 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 18.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 54°18'56" EAST, A DISTANCE OF 88.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 29°38'41" AND A CHORD BEARING AND DISTANCE OF NORTH 69°08'17" EAST, 25.58 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 25.87 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 31°45'48" AND A CHORD BEARING AND DISTANCE OF NORTH 80°09'29" WEST, 112.20 FEET, RESPECTIVELY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 113.65 FEET; THENCE RUN NORTH 35°41'04" WEST ALONG A NON-TANGENTIAL LINE, A DISTANCE OF 277.02 FEET TO A POINT ON A NON-TANGENTIAL CURVE NORTHWESTERLY AND HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 04°52'49" AND A CHORD BEARING AND DISTANCE OF SOUTH 73°21'26" WEST, 53.64 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 53.66 FEET TO A

POINT ON A NON-TANGENTIAL CURVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 108°33'49" AND A CHORD BEARING AND DISTANCE OF NORTH 21°30'56" EAST, 81.19 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 94.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 32°45'58" WEST, A DISTANCE OF 181.09 FEET; THENCE RUN NORTH 73°35'49" EAST, A DISTANCE OF 35.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 30°45'29" AND A CHORD BEARING AND DISTANCE OF NORTH 58°13'05" EAST, 201.55 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 204.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 42°50'20" EAST, A DISTANCE OF 66.11 FEET; THENCE RUN NORTH 57°22'56" EAST, A DISTANCE OF 117.72 FEET; THENCE RUN NORTH 01°53'53" WEST, A DISTANCE OF 117.15 FEET; THENCE RUN NORTH 05°40'36" WEST, A DISTANCE OF 309.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 94°43'05" AND A CHORD BEARING AND DISTANCE OF NORTH 41°40'57" EAST, 264.82 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 297.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 89°02'29" EAST, A DISTANCE OF 184.56 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID TRACT "FD-1" OF TREVISO BAY; THENCE RUN SOUTH 38°45'58" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 696.53 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 907,878 SQUARE FEET OR 20.84 ACRES OF LAND, MORE OR LESS.

TREVISO BAY'S RESPONSES TO STAFF'S FIRST REQUEST FOR PRODUCTION

#2

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:19 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Monday, August 29, 2005 9:22 AM
To: 'Misener, Robert E [LTD]'
Cc: 'Sanjay Kuttemperoor'
Subject: RE: Treviso Bay

Bob- I spoke directly with Tom Gorman about this last week. VK has entered into a contract with a cable/ internet service provider. Honestly we were not aware of Sprints abilities to deliver these services as we had gone down the path of discussions with Comcast and Time Warner. In essence your communication was too late for VK to give consideration.

Tom indicated to me last week that he will move ahead on design for Treviso based on this reality.

Let me know if you need any other information.

Cg

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Monday, August 29, 2005 9:24 AM
To: Chris Gray
Subject: FW: Treviso Bay

Chris ---

Our field engineers are hearing that VK Development has entered into a deal with the cable company to provide bulk high-speed Internet to the residents of Treviso Bay. Can you confirm this, since it affects the type of facilities that we deploy to serve the community? If we have no need to provide broadband services such as high-speed Internet or video programming, we won't make these services available at Treviso Bay.

Thanks ...

-----Original Message-----
From: Misener, Robert E [LTD]
Sent: Tuesday, August 02, 2005 7:47 AM
To: 'Chris Gray'
Subject: RE: Treviso Bay

Chris ---

000304

It's been a while since I've heard from you and was wondering if VK Development has any continued interest in the various programs that we have in Developer Markets. Please let me know if and when you'd like to put together a meeting.

Thanks ...

-----Original Message-----
From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Wednesday, June 08, 2005 9:04 AM
To: 'Todd Kendall'; Misener, Robert E [LTD]
Cc: 'Sanjay Kuttemperoor Esq. (E-mail)'; 'Cheryl Deering'
Subject: RE: Treviso Bay

Bob- Feel free to call me @ 262-613-5832 to discuss.

Cg

From: Todd Kendall [mailto:tkendall@naples.com]
Sent: Tuesday, June 07, 2005 12:51 PM
To: Misener, Robert E [LTD]
Cc: Chris Gray (E-mail); Sanjay Kuttemperoor Esq. (E-mail); Cheryl Deering
Subject: RE: Treviso Bay

Bob, will forward to VK development. When he is next in town I will see if Mr. Kuttemperoor and and anyone else from the development team is available for a meeting.
Todd

-----Original Message-----
From: Misener, Robert E [LTD] [mailto:Robert.Misener@mail.sprint.com]
Sent: Tuesday, June 07, 2005 11:11 AM
To: Todd Kendall
Subject: RE: Treviso Bay

Todd ---

The two areas overlap if the developer feels that being able to market a fiber-to-the-home community creates a competitive advantage in the market. Aside from the technical advantages of the FTTH platform itself, there are financial incentives for the developer that are tied to the FTTH bulk high speed Internet service and co-marketing programs. If these things are of interest to the developer, we're coming up to the point where we need to know if we'll be building a fiber network for Treviso Bay.

If offering a community with fiber-to-the-home technology isn't a priority for VK, we can just proceed with our traditional copper network. The community would still be able to have high-speed Internet access on a copper network and we could still offer a revenue sharing arrangement to you or the developer (as appropriate) in return for your co-marketing efforts. The main difference with a copper network is its limitations with respect to transporting video programming. Considering that this will be a PGA tournament site, that might be a factor.

Knowing your involvement with the sales and marketing side of things, I just wanted you and the developer to be aware of the relationship between our marketing programs and the community's infrastructure. If you think that a fiber-to-the-home community is something that you'd like to have at Treviso, please call me and we can talk about this in more detail.

Thanks ...

-----Original Message-----
From: Todd Kendall [mailto:tkendall@naples.com]
Sent: Tuesday, June 07, 2005 10:22 AM
To: Misener, Robert E [LTD]
Cc: Chris Gray (E-mail)
Subject: RE: Treviso Bay

Hi Bob, this is not my area. I am only responsible for sales and marketing. Chris Grey is the project manager and I believe would be the individual responsible for anything to do with infrastructure. I will copy this e-mail to Chris so you both have contact information... Regards, Todd

-----Original Message-----
From: Misener, Robert E [LTD] [mailto:Robert.Misener@mail.sprint.com]
Sent: Tuesday, June 07, 2005 8:37 AM
To: Todd Kendall
Subject: RE: Treviso Bay

Todd ---

In my role with the Developer Markets Group I regularly work with all our outside plant and network engineering folks. They're at the point where they need to start planning and budgeting for the network infrastructure at Treviso Bay, so even though you're not planning to begin sales for a while yet, we probably need to get together to see what your interest is in Sprint's offerings with regard to fiber-to-the-home, high-speed Internet access, video programming, wireless networking, etc. Is there sometime in your schedule where we could get together to discuss further?

Thanks ...

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:27 AM
To: 'Chris Cramer'
Subject: FW: Sprint Exhibits

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Brent Gibson [mailto:BMG@johnsoneng.com]
Sent: Monday, October 03, 2005 6:04 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: Sprint Exhibits

<<SPRINT-EASEMENT-EXHIBIT-9-30-05.pdf>> <<SPRINT-EASEMENT-EXHIBIT2-9-30-05.pdf>>

Here are the sprint easement exhibits you requested.

Brent Gibson

Engineering Technician

2158 Johnson Street

Fort Myers FL 33901

Tel: 239.461.3300

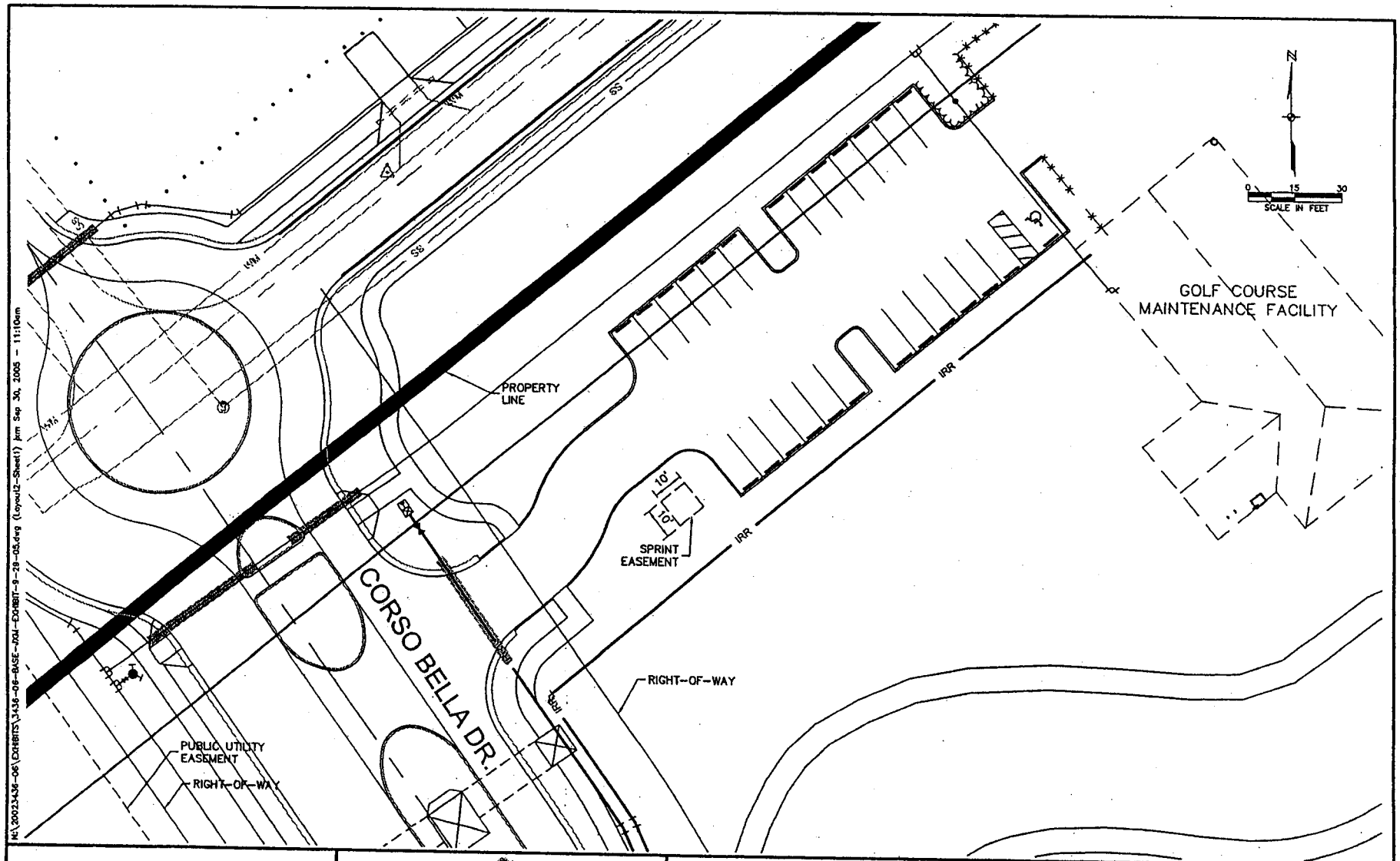
Fax: 239.334.3661

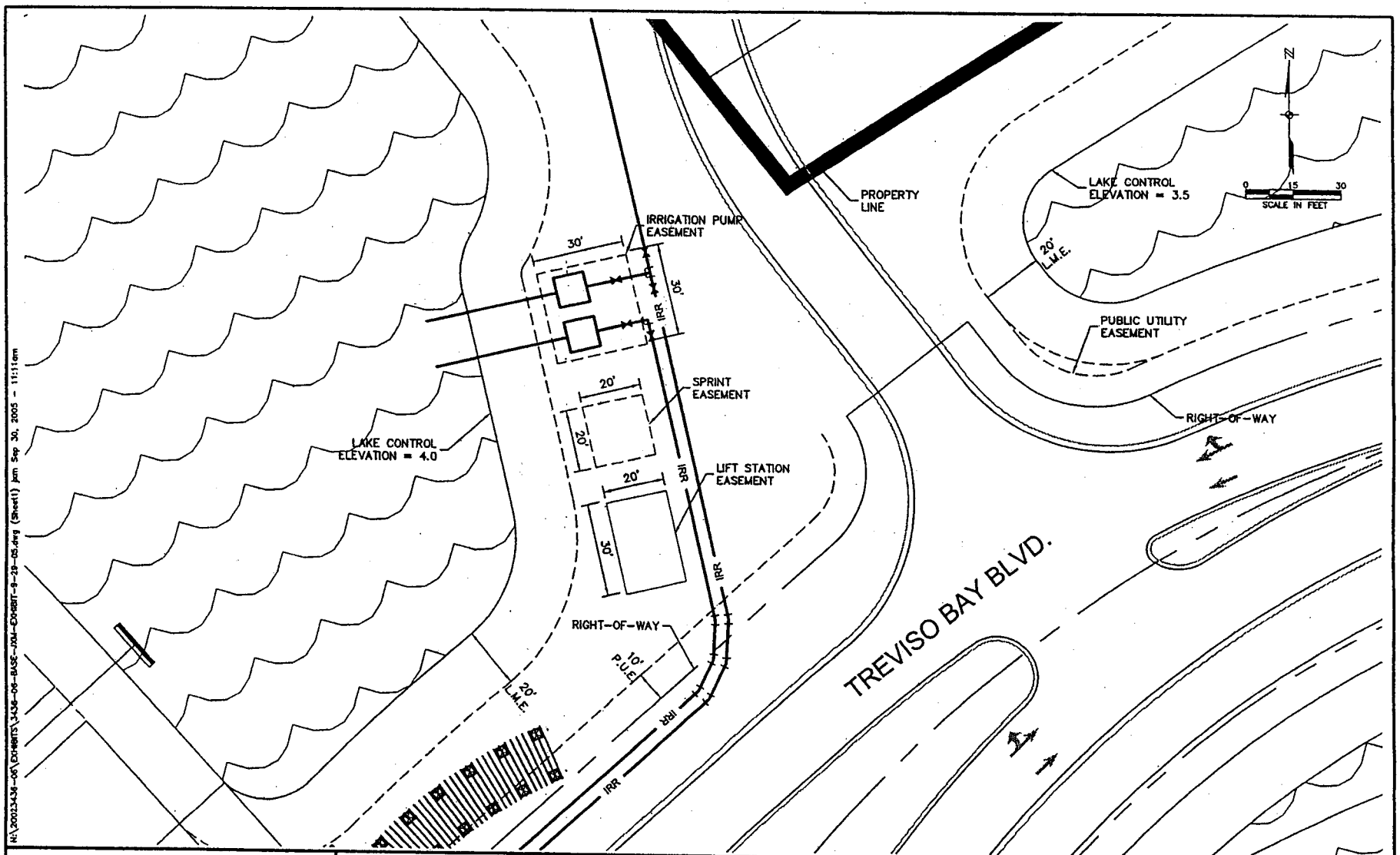
Email: bgibson@johnsoneng.com

www.johnsonengineering.com

"Peace of Mind by Design"

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CORSO BELLA DR.
RIGHT-OF-WAY
PUBLIC UTILITY
EASEMENT
RIGHT-OF-WAY
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N:\20023436-05\EXHIBITS\3436-05-BASE-JOH-EXHIBIT-9-29-05.dwg (Sheet1) jsm Sep 30, 2005 - 11:11am

Treviso Bay
NAPLES

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

SPRINT EASEMENT EXHIBIT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9/29/05	20023436-06	30-50-26	1" = 30'	1

000309

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:15 PM
To: 'Chris Cramer'
Subject: FW: Marketing Agreement from Embarq - Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@embarq.com]
Sent: Thursday, July 06, 2006 7:50 AM
To: Sanjay Kuttemperoor
Cc: Hurst, Chuck [LTD]
Subject: RE: Marketing Agreement from Embarq - Treviso Bay

Sanjay,

Please find attached the most updated sample Marketing Agreement. Please let me know if you have any questions by July 12th. After that date, I will be relocating up to Washington DC and will no longer be the contact for SW Florida. If you have any questions after that point, please let Chuck Hurst know. He can be reached at [redacted]-889-6492 or at Chuck.X.Hurst@embarq.com. I hope to hear from you soon.

Thank you Sanjay! Have a wonderful day.

Kristen Pate

EMBARQ Corporation
(239) 335-8403
Kristen.M.Pate@embarq.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, July 05, 2006 10:10 AM
To: Pate, Kristen M [LTD]
Subject: RE: Marketing Agreement from Sprint

ok

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
[redacted] 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@embarq.com]
Sent: Saturday, June 24, 2006 8:36 AM

000310

To: Sanjay Kuttemperoor
Subject: RE: Marketing Agreement from Sprint

[redacted]hanks Sanjay! We are finalizing a new, similar agreement for our new company, Embarq. Once that is completed I will share with you. When you are ready to proceed, please let me know!

Thank you, and have a great weekend!

Kristen Pate

EMBARQ Corporation
(239) 335-8403
Kristen.M.Pate@embarq.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Saturday, June 24, 2006 6:01 AM
To: Pate, Kristen M [LTD]
Subject: RE: Marketing Agreement from Sprint

I will review the agreement next week. Thanks.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
[redacted]) 790-6000
[redacted]2) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@embarq.com]
Sent: Wednesday, June 21, 2006 10:32 AM
To: Sanjay Kuttemperoor
Subject: RE: Marketing Agreement from Sprint

Hello Sanjay!

I hope this email finds you doing well. Just following up on this opportunity. How are construction plans coming along at the project? I look forward to hearing from you and any questions you may have about the Agreement.

Thank you!

Kristen Pate

EMBARQ Corporation
(239) 335-8403
Kristen.M.Pate@embarq.com

[redacted]: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
S[redacted]: Tuesday, May 23, 2006 6:05 PM
To: Pate, Kristen M [LTD]
Subject: RE: Marketing Agreement from Sprint

000311

Still have not gotten to this... thanks for your patience.

Sanjay Kuttemperoor, Esq.
9275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Wednesday, May 03, 2006 8:00 AM
To: Sanjay Kuttemperoor
Subject: RE: Marketing Agreement from Sprint

Good Morning Sanjay!

It has been several weeks since we briefly spoke and I wanted to Follow up to see what your thoughts were on the information I sent you. These were rough figures that are only estimates and can not be used to guarantee revenues. But as you can see, there are many benefits to signing up as a Developer Market's property in addition to the revenues created, including:

*One point of contact for your Development's Communication needs
*Dedicated Call center for all of your residents, providing exceptional customer service and differentiation
*Opportunities for Premises events, sponsored by Sprint

Please let me when you will be available to meet and discuss further, or when you are ready to move forward on executing a Marketing Agreement.

Thank you!

Kristen Pate
(239) 335-8403
Kristen.M.Pate@sprint.com

EMBARQ AGREEMENT FOR MARKETING OF SERVICES

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000313

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:16 PM
To: 'Chris Cramer'
Subject: FW: Treviso Bay Co-Marketing Agreement from Sprint

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Monday, January 09, 2006 11:46 AM
To: Sanjay Kuttemperoor
Cc: Chris Gray; Pate, Kristen M [LTD]; Cartwright, Harriet S [LTD]
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Hello Again Sanjay!

I hope you had a wonderful New Year and that 2006 has been good so far for you! I am attaching an updated Marketing Agreement with updated dates. I will be in the Naples Area next Monday and would love to stop by and introduce myself, as well as pick up the two signed contracts. Please let me know if you will be available next Monday afternoon, say around 2 or 2:30? If this is not convenient for you, you can also print and sign two (2) copies of the agreement and send them to me at the address below. Please keep in mind the Tax ID is still needed on page 4.

I hope you are available so we can finally meet! Please feel free to contact me with any questions you may have!

Thank you!

Kristen Pate
Sales Manager - Developer Markets

1520 Lee Street
Ft. Myers, FL 33901
Phone: 239.335.8403
Fax: 239.334.0583
Kristen.M.Pate@sprint.com

From: Pate, Kristen M [LTD]
Sent: Tuesday, December 27, 2005 10:51 AM
To: 'Sanjay Kuttemperoor'
Cc: 'Chris Gray'; Cartwright, Harriet S [LTD]
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Thank you for your response Sanjay! If your schedule should allow us to meet before the first, please feel free to contact me. Otherwise, I will work on a new contract that will be effective February 1, 2006. As mentioned previously, the revenue share percentage may have to be renegotiated since we will then be into 2006.

Happy New Year and I look forward to hearing from you!

Thank you,

Kristen Pate
(239) 335-8403
Kristen.M.Pate@sprint.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, December 27, 2005 10:35 AM
To: Pate, Kristen M [LTD]
Cc: 'Chris Gray'
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Kristen:

I will not be able to address this until after the first of the year.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Tuesday, December 27, 2005 9:38 AM
To: Pate, Kristen M [LTD]; sanjay@vkdevelopment.com; Chris Gray
Cc: Cartwright, Harriet S [LTD]
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Good Morning Chris and Sanjay!

I wanted to follow up with you to see if you had any other questions regarding the Marketing Agreement for Treviso Bay. If you are available on Thursday or Friday, I would love to meet with you for lunch.

One note, the effective date on the contract you have is January 1, 2006. If you are unable to sign prior to that date, we will have to draw up a new contract. I look forward to hearing from you!

Thank you!

Kristen Pate
(239) 335-8403
Kristen.M.Pate@sprint.com

From: Pate, Kristen M [LTD]
Sent: Wednesday, December 07, 2005 12:47 PM
To: sanjay@vkdevelopment.com; 'Chris Gray'
Cc: Cartwright, Harriet S [LTD]
Subject: Treviso Bay Co-Marketing Agreement from Sprint

Good Afternoon Chris and Sanjay!

Thank you so much for providing your information so quickly! Please find attached the Marketing Agreement we have discussed. I have highlighted the two areas that still need to be filled in:

-The address of the site can be an intersection or approximate location at this time, but we will need unit addresses in the future in order to implement the payment of commissions.

-Also, the Tax ID will need to be included.

Once you have that information included, please print and sign two copies (page 4) for Sprint, including the W-9 information (pages 7-10). You may also want to print an additional copy for your records until the official copy is returned to you.

I would love to schedule a time for us to meet for lunch, so we can discuss the project a bit more and I can pick up the contract. Please let me know your availability and we will set it up!

Feel free to contact me with any questions you may have! Sanjay, I hope I am able to meet you soon, and Chris, I look forward to seeing you again!

Thank you,

Kristen Pate
Sales Manager - Developer Markets

1520 Lee Street
Ft. Myers, FL 33901
Phone: 239.335.8403
Fax: 239.334.0583
Kristen.M.Pate@sprint.com

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, April 18, 2006 6:11 AM
To: 'Chris Cramer'
Subject: FW: Marketing Agreement from Sprint

Put this on your list to review and give me your comments.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Monday, March 20, 2006 2:16 PM
To: Sanjay Kuttemperoor
Subject: Marketing Agreement from Sprint

Hello Sanjay,

It was a pleasure to briefly speak with you on the phone today regarding our Revenue Sharing Program. I have attached a few documents that explain it's benefits, as well as a sample agreement for you to review and a worksheet that clarifies the information we need. Below you will see an example of what you can expect to receive in terms of revenue with a [redacted] Marketing agreement for Sprint's Local, Long Distance, and High [redacted]ed Internet Services. (The term is usually modeled after build out of the community, with an additional [redacted] [redacted] to extend the benefits even further for you.)

With [redacted] Revenue sharing:

Typical Household Bill: [redacted]
Units in Treviso Bay: 1200

Therefore you can expect to see on a monthly basis [redacted] from each unit (on average). This equates to [redacted] per year per unit for a total of approximately [redacted] per year and roughly [redacted] for the contract life. Most households will actually spend more when they get our High Speed internet services and better yet when they purchase a DISH product from us. This money can be put back toward the community or used in any manner you feel fit. This [redacted] offer is good for 30 days from this email.

I will remind you that all numbers and percentages discussed are confidential and are not to be shared with anyone outside VK Development or Sprint. In the same regard, I have told Chris and will re-state to you that we will in turn not share any of the plans for your community. I have attached a Non-Disclosure agreement that we must have on file prior to signing a contract. This can be signed and faxed to me at the number below.

I look forward to meeting with you in the next few weeks to discuss Treviso Bay and a mutually beneficial relationship between VK Development and Sprint. Have a wonderful day!

Sincerely,

Kristen Pate
[redacted]stomer Relationship Manager - Developer Markets
[redacted]
15[redacted]ee Street
Ft. Myers, FL 33901
Phone: 239.335.8403

Fax: 239.334.0583
Kristen.M.Pate@sprint.com

Sprint

MUTUAL NONDISCLOSURE AGREEMENT

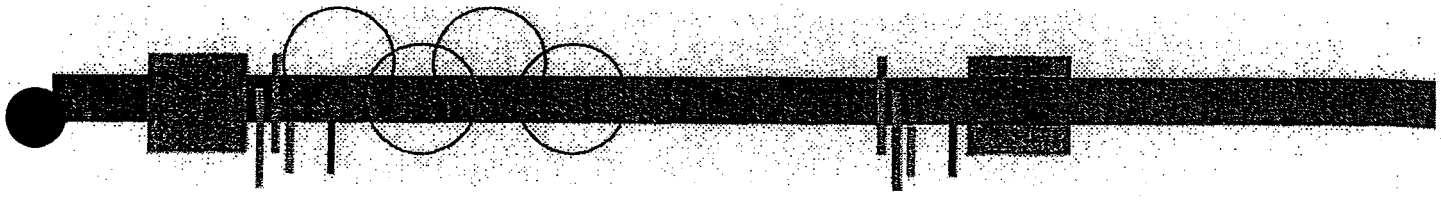
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Sprint Proprietary Information

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Sprint Marketing Agreement

Frequently Asked Questions

Why would Sprint offer to share their local billed revenue when they already provide service to my community?

Sprint continually markets products and services in multiple venues to position the Sprint brand in the forefront when customers are making purchasing decisions. As most new residents will request communication products and services when moving, Sprint believes it is advantageous to provide current product information and a preferred contact number to the consumer during this pivotal timeframe. Sprint Marketing Agreements designates a set percentage of the local billed revenue to be paid to the Developer or Builder for their assistance in providing new residents with information during this unique opportunity.

What is included in the revenue sharing and when is it paid?

A percentage of Sprint provided local service, features, bundles and long distance services are included in a monthly payment made to the designated recipient. Additionally, revenues generated from Sprint's High Speed Internet service may be included in the agreement if this service is available at the assigned property.

What are the Developer or Builder's responsibilities?

To promote Sprint services in a quality manner at the property, distribute a Sprint provided information packet to new residents at the time of closing and to disallow the marketing or promotion of comparable services offered by Sprint's competitors. Additionally, Sprint may request to co-sponsor specific functions designed to address your community's questions regarding Sprint products or services.

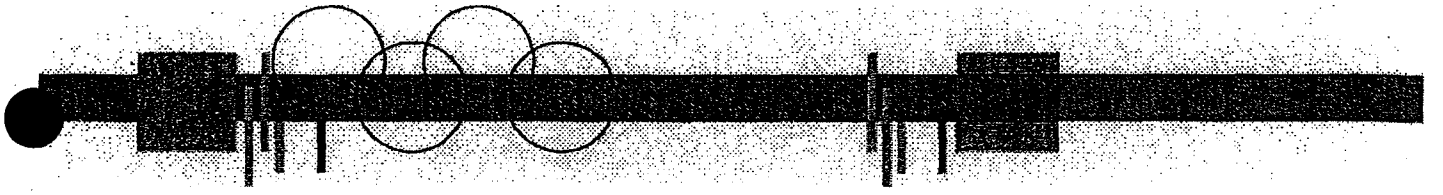
What if I develop or build other communities?

Additional properties located within any of Sprint's nationwide local serving areas may be included in a marketing agreement upon the mutual consent of both parties.

Sprint®

To receive a Sprint Marketing Agreement
for your consideration please contact
Kristen M. Pate at 239 335-8403 or
Kristen.M.Pate@mail.sprint.com





Why do so many communities desire a Sprint Marketing Agreement?

The Sprint Marketing Agreement Program offers a unique opportunity for *selected* property developers and management companies to join with Sprint in creating a unique resident experience when choosing all their communications needs.

Advantages of a Sprint Marketing Agreement Include:

- Revenue sharing with the property's developer or designated property management company.
- Direct access to a specialized Sprint call center designed exclusively to assist new residents of properties participating in Sprint's Marketing Agreement Program.
- Sprint-provided full color brochures and staff training to ensure your new residents enjoy the benefit of this distinctive experience.
- An escalation process for assistance should a resident encounter an unresolved installation, billing or service issue.
- Sprint-hosted events showcasing high-speed Internet and wireless service along with money-saving bundles of Sprint services.

Sprint

For more information please contact:
Kristen M. Pate at 239 335-8403 or
Kristen.M.Pate@mail.sprint.com

SPRINT AGREEMENT FOR MARKETING OF SERVICES

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Page 1	Property Owner's Legal Name (1)	
	Property Owner's Name (2)	
	Property Owner's Legal Address (1)	
	Property Owner's Address (2)	
	Property Owner's City, State, zip	
Page 1	Term	
	Start Date	
	End Date	
Page 3	Property Owner Contact	
	Contact Telephone	
	Property Owner	
	Property Owner's Address	
	Property Owner's City, State, zip	
	Contact's email	
Page 4	Taxpayer Identification Number	
Page 6	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	(LIST ALL BELOW)	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:20 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Wednesday, October 12, 2005 9:37 AM
To: Sanjay Kuttemperoor; Chris Gray
Subject: RE: Treviso Bay

Will do ... looking forward to meeting with you.

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, October 12, 2005 9:45 AM
To: Misener, Robert E [LTD]; 'Chris Gray'
Subject: RE: Treviso Bay

Robert:

Please bring copies of your documents with you for our meeting tomorrow. Thanks.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Wednesday, September 21, 2005 7:45 AM
To: Chris Gray
Cc: Sanjay Kuttemperoor
Subject: RE: Treviso Bay

Chris ---

I've included a few attachments that pertain to our revenue sharing program so that you have something to review, but the short description is this:

Even though we're a regulated utility and cannot directly discount the price of tariffed services such as local dial tone, we are able to pay co-marketing fees to developers who help us promote those services. Unless your agreement with the cable company (I presume it's Comcast) calls for you to promote their voice services, VK Development (or possibly Premier Properties) would be able to receive a recurring percentage of the local Sprint billing generated by Treviso Bay in exchange for directing your new residents to a special Sprint call center that handles this program. The residents are directed to that call center through a Sprint-provided brochure that the homeowner is given in a welcome packet or at your design center. Your sales center staff is NEVER required to handle any sales, service or billing issues.

Commissionable services include local dial tone, calling features, long distance calling and high speed Internet. Of course, if you've agreed to provide bulk high-speed Internet service from the cable company as part of the HOA fees, then we would most likely exclude that from the agreement since we wouldn't make it available to Treviso Bay under those circumstances.

That's about it ... our bulk high-speed Internet and bulk video programs are separate from the revenue-sharing program and many communities just participate in the co-marketing program. I'll be glad to meet with you if you like after you've had a chance to review these attachments. Please note that the sample marketing agreement is just that -- a sample -- and we can change the terms to more closely match your buildout schedule for Treviso Bay.

Please feel free to contact me if you have any questions, and let me know if you'd like to set up a meeting.

Thanks ....

-----Original Message-----
From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Wednesday, September 21, 2005 8:56 AM
To: Misener, Robert E [LTD]
Cc: 'Sanjay Kuttemperoor'
Subject: RE: Treviso Bay

Bob- Why don't you fill us in on the program? Would you like to meet? Do you need any specific information about the project? If it is easier to provide us a proposal via an e-mail as a starting point we are open to however you would like to proceed.

Cg

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Monday, August 29, 2005 11:59 AM
To: Chris Gray
Subject: RE: Treviso Bay

Chris ---

Thanks for the update. Based on our conversations and e-mails about this in June, it didn't sound like this was a done deal yet since you mentioned that negotiations were underway.

There is still a revenue sharing program available to you if you're interested in promoting Sprint's local phone service to the residents of Treviso Bay. As long as this isn't in conflict with the agreement you've already signed, you'd still be able to benefit in part from Sprint's Developer Markets program.

Let me know if you're interested and I can provide you with additional details.

-----Original Message-----
From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Monday, August 29, 2005 11:22 AM
To: Misener, Robert E [LTD]
Cc: 'Sanjay Kuttemperoor'
Subject: RE: Treviso Bay

Bob- I spoke directly with Tom Gorman about this last week. VK has entered into a contract with a cable/ internet service provider. Honestly we were not aware of Sprints abilities to deliver these services as we had gone down the path of discussions with Comcast and Time Warner. In essence your communication was too late for VK to give consideration.

Tom indicated to me last week that he will move ahead on design for Treviso based on this reality.

Let me know if you need any other information.

Cg

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Monday, August 29, 2005 9:24 AM
To: Chris Gray
Subject: FW: Treviso Bay

Chris ---

Our field engineers are hearing that VK Development has entered into a deal with the cable company to provide bulk high-speed Internet to the residents of Treviso Bay. Can you confirm this, since it affects the type of facilities that we deploy to serve the community? If we have no need to provide broadband services such as high-speed Internet or video programming, we won't make these services available at Treviso Bay.

Thanks ...

-----Original Message-----
From: Misener, Robert E [LTD]
Sent: Tuesday, August 02, 2005 7:47 AM
To: 'Chris Gray'
Subject: RE: Treviso Bay

Chris ---

It's been a while since I've heard from you and was wondering if VK Development has any continued interest in the various programs that we have in Developer Markets. Please let me know if and when you'd like to put together a meeting.

Thanks ...

> -----Original Message-----
> **From:** Chris Gray [mailto:cgray@vkdevelopment.com]
> **Sent:** Wednesday, June 08, 2005 9:04 AM
> **To:** 'Todd Kendall'; Misener, Robert E [LTD]
> **Cc:** 'Sanjay Kuttemperoor Esq. (E-mail)'; 'Cheryl Deering'
> **Subject:** RE: Treviso Bay
>
> Bob- Feel free to call me @ 262-613-5832 to discuss.
>
> Cg

> **From:** Todd Kendall [mailto:tkendall@naples.com]
> **Sent:** Tuesday, June 07, 2005 12:51 PM
> **To:** Misener, Robert E [LTD]
> **Cc:** Chris Gray (E-mail); Sanjay Kuttemperoor Esq. (E-mail); Cheryl Deering
> **Subject:** RE: Treviso Bay
>
> Bob, will forward to VK development. When he is next in town I will see if Mr. Kuttemperoor and and anyone else from the development team is available for a meeting.
> Todd

-----Original Message-----
From: Misener, Robert E [LTD] [mailto:Robert.Misener@mail.sprint.com]
Sent: Tuesday, June 07, 2005 11:11 AM
To: Todd Kendall
Subject: RE: Treviso Bay

Todd ---

The two areas overlap if the developer feels that being able to market a fiber-to-the-home community creates a competitive advantage in the market. Aside from the technical advantages of the FTTH platform itself, there are financial incentives for the developer that are tied to the FTTH bulk high speed Internet service and co-marketing programs. If these things are of interest to the developer, we're coming up to the point where we need to know if we'll be building a fiber network for Treviso Bay.

If offering a community with fiber-to-the-home technology isn't a priority for VK, we can just proceed with our traditional copper network. The community would still be able to have high-speed Internet access on a copper network and we could still offer a revenue sharing arrangement to you or the developer (as appropriate) in return for your co-marketing efforts. The main difference with a copper network is its limitations with respect to transporting video programming. Considering that this will be a PGA tournament site, that might be a factor.

Knowing your involvement with the sales and marketing side of things, I just wanted you and the developer to be aware of the relationship between our marketing programs and the community's infrastructure. If you think that a fiber-to-the-home community is something that you'd like to have at Treviso, please call me and we can talk about this in more detail.

Thanks ...

-----Original Message-----
From: Todd Kendall [mailto:tkendall@naples.com]
Sent: Tuesday, June 07, 2005 10:22 AM
To: Misener, Robert E [LTD]
Cc: Chris Gray (E-mail)
Subject: RE: Treviso Bay

> Hi Bob, this is not my area. I am only responsible for sales and marketing. Chris Grey is the project manager and I believe would be the individual responsible for anything to do with infrastructure. I will copy this e-mail to Chris so you both have contact information... Regards, Todd
>
> > -----Original Message-----
> > **From:** Misener, Robert E [LTD] [mailto:Robert.Misener@mail.sprint.com]
> > **Sent:** Tuesday, June 07, 2005 8:37 AM
> > **To:** Todd Kendall
> > **Subject:** RE: Treviso Bay
> >
> > Todd ---
> >
> > In my role with the Developer Markets Group I regularly work with all our outside plant and network engineering folks. They're at the point where they need to start planning and budgeting for the network infrastructure at Treviso Bay, so even though you're not planning to begin sales for a while yet, we probably need to get together to see what your interest is in Sprint's offerings with regard to fiber-to-the-home, high-speed Internet access, video programming, wireless networking, etc. Is there sometime in your schedule

where we could get together to discuss further?

Thanks ...



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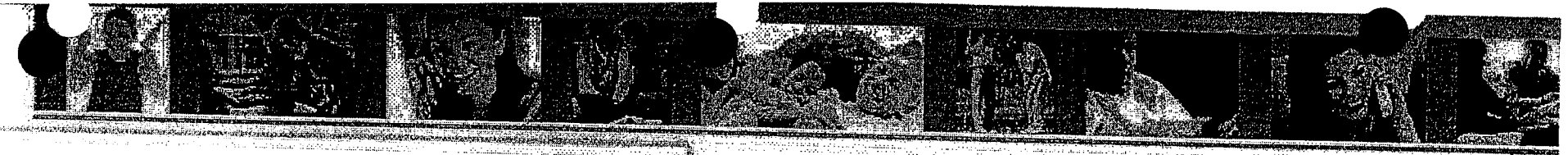
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Sincerely,

Blair Tate
Program Manager

0603258

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Questions?
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Watching your minutes is now a thing of the past. With Unlimited Nationwide Domestic Long Distance you'll have greater peace of mind knowing what your monthly fee will be — no matter how long you talk.

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A high-speed Internet connection with EarthLink® email and personal start page for one low monthly fee all on one bill. Talk on the phone or send a fax and use the Internet at the same time over an existing telephone line. Download and play music files, view video clips, play games, shop online at speeds much faster than dial-up.

Combine Sprint DSL with a Sprint Solutions℠ package and experience the convenience of having your local, long distance and Internet services all on one bill.

Home Networking from Sprint

Now all the computers in your home can share the same high-speed connection with home networking from Sprint.

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The clear difference in wireless. Transfer your wireless number to Sprint and join a nationwide network that reaches over 250 million people. Ask about additional monthly savings on Sprint PCS Service when you sign up for Sprint Solutions.

Satellite TV

Sign up for DISH Network® Satellite TV from Sprint, and you'll always have great programming right in the palm of your hand. That's because you get over 120 of the best channels available. You'll have access to everything from your favorite shows and current movies to educational programming and up-to-the minute news broadcasts.

1171

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Why do so many communities desire a Sprint Marketing Agreement?

The Sprint Marketing Agreement Program offers a unique opportunity for *selected* property developers and management companies to join with Sprint in creating a unique resident experience when choosing all their communications needs.

Advantages of a Sprint Marketing Agreement Include:

- Revenue sharing with the property's developer or designated property management company.
- Direct access to a specialized Sprint call center designed exclusively to assist new residents of properties participating in the Sprint Marketing Agreement Program.
- Sprint-provided full color brochures and staff training to ensure your new residents enjoy the benefit of this distinctive experience.
- An escalation process for assistance should a resident encounter an unresolved installation, billing or service issue.
- Sprint-hosted events showcasing high-speed Internet and wireless service along with money-saving bundles of Sprint services.

For additional information please contact
Robert Misener at 239-335-8403 or
Robert.Misener@mail.sprint.com.

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Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | Signature of U.S. person ▶ | Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Local Consumer Solutions
Developer Markets
6360 Sprint Parkway
Overland Park, KS 66251

Re: Revenue Share Electronic Payment Option

At Sprint, we continually look for ways to improve processes that w[illegible] customers. Supplier Disbursements provides all customers the opportunity to receive payments via an Electronic Fund Transfer [illegible]n.

Two electronic payment methods are available. Both options [illegible] FCC regu[illegible] National Automated Clearing House Association rules and use the ACH (Automated Clearing House) to process the payme[illegible] the [illegible] institution specified by the vendor. By selecting to receive your payment electronically versus the traditional method, your orga[illegible]e following benefits:

- Funds are deposited directly into your bank account
- Reduced cycle time (No mail float)
- Reduced risk of theft and /or fraud
- Reduction in unit processing cost
- Detail information is the same quality as paper checks.
- Receive remittance detail via email that includes invoice number, invoice date, and invoice amount

Sp[illegible] also benefits when c[illegible]ers select an electronic payment option from reduced unit processing cost, reduced exception handling and less returned mail.

If you choose to enroll in t[illegible]ent program or would like to learn more about this option, your Developer Markets representative will forward the name and teleph[illegible] contact person in your organization to Supplier Disbursements in order to initiate the enrollment process.

Name _____ Telephone _____

Email _____

SAMPLE

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:30 AM
To: 'Chris Cramer'
Subject: FW: Sprint Marketing Agreement - Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Tuesday, December 06, 2005 4:04 PM
To: Chris Gray
Cc: sanjay@vkdevelopment.com; Cartwright, Harriet S [LTD]
Subject: RE: Sprint Marketing Agreement - Treviso Bay

Great! Thanks so much Chris. Do you by any chance have the Treviso Bay site address on hand? I will compile and send the agreement to you.

Thank you again!

Kristen Pate
(239) 335-8403
Kristen.M.Pate@sprint.com

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Tuesday, December 06, 2005 5:00 PM
To: 'Chris Gray'; Pate, Kristen M [LTD]
Cc: sanjay@vkdevelopment.com; Cartwright, Harriet S [LTD]
Subject: RE: Sprint Marketing Agreement - Treviso Bay

Try again.

Cg

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Tuesday, December 06, 2005 11:39 AM
To: 'Pate, Kristen M [LTD]'
Cc: 'sanjay@vkdevelopment.com'; 'Cartwright, Harriet S [LTD]'
Subject: RE: Sprint Marketing Agreement - Treviso Bay

Kristen- Here is a start. We have different entities and tax I.D. numbers, so I will check with Sanjay. Please send us a copy of the contract and we will review with the end of the year in mind.

Thanks.

[redacted]g

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Monday, December 05, 2005 8:51 AM
To: cgray@vkdevelopment.com
Cc: sanjay@vkdevelopment.com; Cartwright, Harriet S [LTD]
Subject: Sprint Marketing Agreement - Treviso Bay

Good Morning Chris!

It was so nice to finally meet you on Friday and I hope you had a nice weekend! As we discussed, I will need the information for the fields in RED on the marketing agreement in order to move forward with execution. I have attached a worksheet that may make this a bit simpler. If you and/or Sanjay can provide me the information, I will populate the fields and send the contract to you to print and sign.

Currently we have listed that first homes ([redacted] units) will be completed[redacted] with the following construction schedule.

Total Units	Year	
[redacted]	[redacted]	[redacted]

--Completed

According to this schedule, an [redacted]year contract would be the best fit for Treviso Bay. This would allow some flexibility for the construction schedule. If you have any updated information on construction start date, first in-service date (first C.O.), and approximate build out of Treviso Bay, please provide it to me so I can update our records.

As I mentioned on Friday, I can't guarantee what our program will be offering in 2006, so I would like to lock in the [redacted] Revenue share that was offered you before the end of the year. Please don't hesitate to contact me with any questions!

I look forward to speaking with you again!

Sincerely,
Kristen Pate
Sales Manager - Developer Markets

1520 Lee Street
Ft. Myers, FL 33901
Phone: 239.335.8403
Fax: 239.334.0583
Kristen.M.Pate@sprint.com

Page 1	Property Owner's Legal Name (1)	
	Property Owner's Name (2)	
	Property Owner's Legal Address (1)	
	Property Owner's Address (2)	
	Property Owner's City, State, zip	
Page 1	Term	
	Start Date	
	End Date	
Page 4	Property Owner Contact	
	Contact Telephone	
	Property Owner	
	Property Owner's Address	
	Property Owner's City, State, zip	
	Contact's email	
Page 6	Taxpayer Identification Number	
Page 7	Name of Property	Treviso Bay
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	(LIST ADDITONAL SITES BELOW)	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:18 PM
To: 'Chris Cramer'
Subject: FW: Marketing Agreement for Treviso Bay - Naples, Florida

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 31, 2006 6:03 AM
To: 'Cartwright, Harriet S [LTD]'
Subject: RE: Marketing Agreement for Treviso Bay - Naples, Florida

Harriet:

We have signed an agreement with Time Warner regarding cable and high-speed data. That agreement was signed long before any meeting with both Bob and Kristen – or at least well before I was informed that Sprint would provide those services as well. We are interested in reviewing the terms of a relationship for telephone services with Embarq for Treviso Bay. We had not previously focused on it due to the timing of the end user [illegible]ts. However, if you are still interested, we are willing to address the issue at that point. Thanks.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Cartwright, Harriet S [LTD] [mailto:Harriet.Cartwright@embarq.com]
Sent: Thursday, July 27, 2006 2:33 PM
To: Sanjay Kuttemperoor
Cc: Chris Gray; Amico, Ray T [LTD]; Wareham, Ken J [LTD]; Misener, Robert E [LTD]
Subject: Marketing Agreement for Treviso Bay - Naples, Florida
Importance: High

Dear Sanjay and Chris,

I hope this finds you well. As you may know, your most recent Embarq representative, Kristen Pate, has moved to Washington, D.C. Her husband received a substantial promotion which will stand them both well over time. I was her manager during the time she spent with you and continue to be responsible for our Developer Markets activities throughout the State of Florida. I am reviewing all of her accounts to ensure everything stays on track and wanted to contact you regarding Treviso Bay and her submission of a draft Marketing Agreement in December, 2005.

Both she and Bob Misener, her predecessor, had kept me apprised of their discussions with the VK Development [illegible] regarding Treviso beginning in June, 2005. We had hoped to foster a strong alliance within the community, based upon Voice, Internet, Video and associated services. Unfortunately, we came to understand that your team was already in serious discussion with the local cable incumbent ultimately resulting in an executed

agreement for bulk-billed Internet and Video services. We certainly respect your decision regarding that agreement and look forward to a future opportunity where we may align our brands and provide compelling services to your residents.

Now that our company has split from Sprint and we've launched as Embarq within our 18-state territories, we are reevalutating where we believe it makes sense to enter into these types of agreements. With the competitive landscape as it exists today and the time that has lapsed since our discussions began about a marketing opportunity together, we believe it makes sense to withdraw the potential marketing relationship at Treviso and look towards future discussions regarding the next VK Development project within our service territory.

I am available to discuss this with you at your convenience and hope we enter into discussions about a new project opportunity very soon!

Sincerely Yours,

Harriet S. Cartwright
Manager Developer Markets Sales-South
EMBARQ Corporation

Voice: 407-889-6891 | Fax: 407-889-1636
555 Lake Border Drive, Apopka, FL 32703
Mailstop: FLAPKA0301

Voice | Data | Internet | Wireless | Entertainment

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:18 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Monday, August 08, 2005 9:28 AM
To: 'Sanjay Kuttemperoor'; 'Chris Cramer'
Cc: William.D.Paul@mail.sprint.com
Subject: FW: Treviso Bay

This is the Agreement Sprint wants us to sign for the 40' x 40' area required for distribution. The exact location of this area is still TBD based on design work still to be completed by us and an analysis of distribution by Sprint.

Cg

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Thursday, August 04, 2005 9:57 PM
To: 'Chris Gray (E-mail)'
Subject: FW: Treviso Bay

From: Paul, William D [Contractor for Sprint] [mailto:William.D.Paul@mail.sprint.com]
Sent: Tuesday, August 02, 2005 2:46 PM
To: chrisgray101@comcast.net
Subject: Treviso Bay

Chris:

Attached for your review is a Draft Sprint Easement Agreement for Treviso Bay. Should you have any question, please call.

<<Treviso Easement Agreement.doc>>

William Paul, Contractor-Quadrant Group

000378

Sprint EPS/Transactions & Project Services
FLNPLR-0101-1056
2490 Prospect Avenue, Unit 101, Naples, FL 34104-3725
Voice 727-845-5252 Fax 727-845-4949
William.D.Paul@mail.sprint.com

COMMUNICATION SYSTEMS RIGHT OF WAY AND EASEMENT

Grant of Easement by: VK Holdings Treviso Bay, LLC, a Florida limited liability company ("Grantor"), whose address is 19275 West Capital Drive, Suite 100, Brookfield, WI 53045. For the sum of Ten Dollars ($10.00) and other valuable consideration, Grantor grants to Sprint-Florida, Incorporated, a Florida corporation, whose address is 6391 Sprint Parkway, Mailstop: KSOPHT0101-Z2040, Overland Park, KS 66251-2040, its successors, assigns, lessees and agents, ("Grantee"), subject to the terms stated below, a right of way and easement ("Easement") to construct, operate, maintain, expand, replace and remove a communication system that Grantee may, from time to time, require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, and other facilities or structures for similar uses, upon, over, through, under and along a parcel of land as depicted and legally described on Exhibit "A" ("Easement Tract").

This grant of Easement also includes:

(A) the right of ingress and egress over and across the Easement Tract.

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract during construction and maintenance and to use adjacent areas as necessary,

(C) the right to permit the attachment of and/or carry in conduit, the wires and cables of any other company or person as required by law, and

(D) the right to place electrical service to the Easement Tract for Grantee's use and at Grantee's expense.

Grantor will have the right to use and enjoy the Easement Tract and Land so long as Grantor's use does not interfere with the rights conveyed to Grantee. Grantor will not erect any structure, or plant trees or other vegetation within the Easement Tract.

Grantor warrants that Grantor is the owner of the Land and will defend title to the Land against the claims of any and all persons, and that Grantor has full authority to grant this Easement according to its terms.

Grantor further warrants that to the best of Grantor's knowledge the Land is free from any form of contamination and contains no hazardous, toxic or dangerous substances.

Executed by Grantor this _____day of _____, 2005

WITNESSES:

GRANTOR: VK Holding Treviso Bay, LLC
a Florida limited liability company

By: _____
Vincent Kuttemperoor
Manager

_____
Signature of 1st Witness

_____
Printed Name of Witness

_____
Signature of 2nd Witness

_____
Printed Name of Witness

ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

The forgoing instrument was acknowledge before me this ___day of _____, 2005, by Vincent Kuttemperoor as Manager of VK Holdings Treviso Bay, LLC, a Florida limited liability company, on behalf of said limited liability company who is either personally known to me or ( ) has presented a driver's license as identification.

_____
Notary Public

This document prepared by:
Dave Berrien
Sprint-Florida, Incorporated
1313 Blairstone Road
Tallahassee, FL 32301
Mailstop:FLTLHO0102-1007

Legal Approved 9-9-2002
ARN _____ PRN _____

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Thursday, August 10, 2006 1:50 PM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Paul, William D [Quadrant Group Contractor for Embarq] [mailto:William.D.Paul@embarq.com]
Sent: Thursday, August 10, 2006 9:31 AM
To: sanjay@vkdevelopment.com
Subject:

Sanjay:

I do not recall if anyone put prepared by and return to on the document. If not we need to add this to the bottom:

This document prepared by:
Dave Berrien
Embarq Florida, Inc.
1313 Blairstone Road
Mailstop:FLTLHO0102-1007
Tallahassee, FL 32301

William Paul, Contractor-Quadrant Group
Embarq Florida, Inc. / RETA
FLNPLR-0101-1056
3490 Prospect Avenue, Unit 101, Naples, FL 34104-3725
Voice 727-845-5252 Fax 727-845-4949
William.D.Paul@embarq.com

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
Mailstop: FLAPKA0210
555 Lake Border Drive
Apopka, FL 32703
EMBARQ.com

September 1, 2006

Treviso Bay Development, LLC
Attn: Sanjay Kutemperoor, Esq.
19275 W. Capitol Drive
Brookfield, WI 53045

RE: Treviso Bay

Dear Mr. Kutemperoor:

As a follow-up to discussions regarding Embarq's provisioning of service to Treviso Bay, following is information on the steps that need to be completed before we can begin construction. We thank you for considering Embarq and look forward to working with your team.

First, before Embarq incurs costs to prepare the property for Embarq services, an authorized representative of the developer or affiliated property owner must provide approval for Embarq to construct facilities to serve the development and agreeing to the below terms and conditions by signing and returning this agreement. Once we receive the signed letter authorizing Embarq to provide services to the development, Embarq will begin the planning and engineering activities necessary to serve the property.

Terms and Conditions:

- Treviso Bay, any affiliated property owner or other affiliated party, and any homeowner or condominium association will not restrict Embarq in any way from providing any service over its facilities that it elects to offer at the property.

- Treviso Bay, any affiliated property owner or other affiliated party, and any homeowner or condominium association have not entered into, and do not plan to enter into, an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (i.e., charges for services provided to residents are collected through rent, fees, dues, or other similar mechanism), with another service provider for any voice or data service.

- Treviso Bay agrees to promptly inform Embarq if the requirements herein are not met or if any limiting conditions have been imposed on Embarq's provisioning of services to the development.

- If Embarq proceeds with engineering and construction work and is prevented from providing service to residents or such facilities are underutilized or terminated as a result of a violation of the above terms, Treviso Bay will be responsible for reimbursing Embarq for its engineering and construction costs in accordance with Embarq's tariffs.

Please sign below indicating concurrence in the terms and conditions and return an original signed copy to me at the above address. The person signing below must be a representative who is authorized to sign for the company and by signing below represents that he or she has that authority.

Again, thank you for considering Embarq. If you have any questions, please do not hesitate to contact me at 407-889-6465.

Sincerely,

Embarq Florida, Inc.

Mickey DeChellis

Accepted and Agreed by:

Treviso Bay Development, LLC

By:_____ _____
(Authorized Representative)

Name:_____

Title: _____

Date: _____

Mickey DeChellis
DIRECTOR
FIELD SALES AND INDIRECT CHANNELS
Voice: (407) 889-6465
Wireless: (407) 310-7765
Fax: (407) 889-1211

JOHNSON ENGINEERING

SINCE 1946

May 12, 2006

Mr. Luis Negron
Sprint
3940 Prospect Ave, Unit 101
Naples, Florida 34104

Re: Italia
Sections 30, Township 50 South, Range 26 East
Utility Easements
JEI# 20023436-06

Dear Mr. Negron:

Per Collier County platting rules, affected utility companies are asked to review and comment on proposed easements on new plats. The proposed development is for 42 single-family lots within Italia of the Treviso Bay PUD. Italia was part of a future development tract in the Treviso Bay Plat and has access from Treviso Bay Blvd. The plat was approved by the Board of Collier County Commissioners on February 14, 2006 and has been recorded.

Italia is a proposed new subdivision within Treviso Bay. The main project entrance is located on the southwest side of Tamiami Trail East (U.S. 41) approximately one and one-quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Road (C.R. 864). Please send your comments and/or approval letter to my attention.

If you have any questions or require any additional information please feel free to contact me at 434-0333.

Sincerely,

JOHNSON ENGINEERING, INC.

Barry E. Syren, P.S.M.
Surveying Manager

Enc. 1-24" x 36" Preliminary Plat

000385

JOHNSON
ENGINEERING

SINCE 1946

May 30, 2006

Mr. Luis Negron
Sprint
3940 Prospect Ave, Unit 101
Naples, Florida 34104

Re: Piacere and Pavia
Sections 30, Township 50 South, Range 26 East
Utility Easements
JEI# 20023436-06

Dear Mr. Negron:

Per Collier County platting rules, affected utility companies are asked to review and comment on proposed easements on new plats. The proposed developments are for 62 single-family lots within Piacere and Pavia of the Treviso Bay PUD. Piacere and Pavia was part of future development tracts in the Treviso Bay Plat and has access from Treviso Bay Blvd. The plat was approved by the Board of Collier County Commissioners on February 14, 2006 and has been recorded.

Piacere and Pavia are proposed new subdivisions within Treviso Bay. The main project entrance is located on the southwest side of Tamiami Trail East (U.S. 41) approximately one and one-quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Road (C.R. 864). Please send your comments and/or approval letter to my attention.

If you have any questions or require any additional information please feel free to contact me at 434-0333.

Sincerely,

JOHNSON ENGINEERING, INC.

Barry E. Syren, P.S.M.
Surveying Manager

Enc. 1-24" x 36" Preliminary Plat

000386

JOHNSON ENGINEERING

SINCE 1946

May 4, 2006

Mr. Luis Negron
Sprint
26930 Old US 41
Bonita Springs, Florida 34135

Re: Vercelli
Sections 29 & 30, Township 50 South, Range 26 East
Utility Easements
JEI# 20023436-06

Dear Mr. Negron:

Per Collier County platting rules, affected utility companies are asked to review and comment on proposed easements on new plats. The proposed development is for 76 single-family lots within Vercelli of the Treviso Bay PUD. Vercelli was part of a future development tract in the Treviso Bay Plat and has access from Treviso Bay Blvd. The plat was approved by the Board of Collier County Commissioners on February 14, 2006 and has been recorded.

Vercelli is a proposed new subdivision within Treviso Bay. The main project entrance is located on the southwest side of Tamiami Trail East (U.S. 41) approximately one and one-quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Road (C.R. 864). Please send your comments and/or approval letter to my attention.

If you have any questions or require any additional information please feel free to contact me at 434-0333.

Sincerely,

JOHNSON ENGINEERING, INC.

Barry E. Syren, P.S.M.
Surveying Manager

Enc. 1-24" x 36" Preliminary Plat

000387

JOHNSON ENGINEERING

SINCE 1946

July 10, 2006

Mr. Luis Negron
Embarq
P.O. Box 2469
Naples, Florida 34106

Re: Lipari-Ponziane
Section 32, Township 50 South, Range 26 East
Utility Easements
JEI# 20023436-10

Dear Mr. Negron:

Per Collier County platting rules, affected utility companies are asked to review and comment on proposed easements on new plats. The proposed development is for 48 single-family lots within Lipari-Ponziane of the Treviso Bay PUD. Lipari-Ponziane was part of a future development tract in the Treviso Bay Plat and has access from Treviso Bay Blvd. The plat was approved by the Board of Collier County Commissioners on February 14, 2006 and has been recorded.

Lipari-Ponziane is a proposed new subdivision within Treviso Bay. The main project entrance is located on the southwest side of Tamiami Trail East (U.S. 41) approximately one and one-quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Road (C.R. 864). Please send your comments and/or approval letter to my attention.

If you have any questions or require any additional information please feel free to contact me at 434-0333.

Sincerely,

JOHNSON ENGINEERING, INC.

Barry E. Syren, P.S.M.
Surveying Manager

Enc. 1-24" x 36" Preliminary Plat

000388

2350 Stanford Court ▪ Naples, Florida 34112
(239) 434-0333 ▪ Fax (239) 434-9320

1301

JOHNSON ENGINEERING

SINCE 1946

May 4, 2006

Mr. Luis Negron
Sprint
26930 Old US 41
Bonita Springs, Florida 34135

Re: Via Veneto
Section 30, Township 50 South, Range 26 East
Utility Easements
JEI# 20023436-06

Dear Mr. Negron:

Per Collier County platting rules, affected utility companies are asked to review and comment on proposed easements on new plats. The proposed development is for 49 single-family lots within Via Veneto of the Treviso Bay PUD. Via Veneto was part of a future development tract in the Treviso Bay Plat and has access from Treviso Bay Blvd. The plat was approved by the Board of Collier County Commissioners on February 14, 2006 and has been recorded.

Via Veneto is a proposed new subdivision within Treviso Bay. The main project entrance is located on the southwest side of Tamiami Trail East (U.S. 41) approximately one and one-quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Road (C.R. 864). Please send your comments and/or approval letter to my attention.

If you have any questions or require any additional information please feel free to contact me at 434-0333.

Sincerely,

JOHNSON ENGINEERING, INC.

Barry E. Syren, P.S.M.
Surveying Manager

Enc. 1-24" x 36" Preliminary Plat

000389

2350 Stanford Court ▪ Naples, Florida 34112
(239) 434-0333 ▪ Fax (239) 434-9320

1202

Treviso Bay
NAPLES

August 10, 2006

Mr. William Paul
Contractor-Quadrant Group
Embarq Florida, Inc. / RETA
FLNPLR-0101-1056
3490 Prospect Avenue, Unit 101
Naples, FL 34104-3725

Re: Treviso Bay - Communication System Right of Way and Easement Deeds

Dear Bill:

Enclosed please find the three (3) separate original executed Communication System Right of Way and Easement Deeds (the "Easement Deeds") relating to Treviso Bay. As discussed, the prepared by and return to information was not included in each Easement Deed. Please type such information on each Easement Deed prior to recording.

If you have any questions, please call me.

Sincerely,

Sanjay Kuttemperoor
Vice President

000390

5150 Tamiami Trail N., Suite 207, Naples, FL 34103
P: 239 649 5300 ◆ F: 239 649 5900
www.TrevisoBay.com

A VK COMMUNITY

1203

COMMUNICATION SYSTEM RIGHT OF WAY AND EASEMENT DEED ("Easement Deed")

Grant of Easement Deed by: VK Holdings Treviso Bay, LLC, a Florida limited liability company, and Treviso Bay Development, LLC, a Delaware limited liability company (collectively, "Grantor"), each of which has an address of 19275 West Capital Drive, Suite 100, Brookfield, WI 53045.

For the sum of One Dollar ($1.00) and other valuable consideration, Grantor grants to EMBARQ FLORIDA, INC., a Florida Corporation, whose address is 6391 Sprint Parkway, M/S KSOPHT0101-Z2040, Overland Park, Kansas, 66251-2040, its successors, assigns, lessees and agents, ("Grantee"), subject to the terms stated below, a right of way and easement ("Easement") to construct, operate, maintain, expand, replace and remove a communication system ("System") that Grantee may, from time to time, require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, and other facilities or structures for similar uses, upon, over, through, under and along a parcel of land as depicted and legally described on Exhibit "A" ("Easement Tract"), said Easement Tract being a portion of the real property legally described in Exhibit "B" ("Property"), both Exhibit A and Exhibit B being attached hereto and incorporated by reference herein. Grantee acknowledges and agrees that the above-ground components of the System shall be no greater than eight (8) feet in height (measured from the finished grade of the Easement Tract).

This grant of Easement also includes:

(A) the right of ingress and egress over and across the Easement Tract;

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract during construction and maintenance; and

(C) the right to use on a non-exclusive basis, for access as is necessary solely for access to the Easement Tract, all of the roadways of the Property as the same are platted on those certain Plats of the Treviso Bay development filed in the office of the County Clerk of Collier County, Florida; and

(D) the right to permit in the Easement Tracts the attachment of and/or the carry in of the conduit, wires and cables of any other company or person as required by law; and

(E) the right to place underground electrical service to the Easement Tract for Grantee's use and at Grantee's expense, but only in those areas identified as Public Utility Easements as the same are platted on those certain Plats of the Treviso Bay development filed in the office of the County Clerk of Collier County, Florida.

The grant of Easement hereunder shall be for an initial term that expires upon the earlier of (i) the date which is fifteen (15) years from the date of Grantor's execution of this Easement Deed or (ii) the date upon which Grantee permanently ceases its use of the System to serve the Property ("Initial Term") Notwithstanding the foregoing, the grant of Easement hereunder shall automatically renew for two successive terms of fifteen (15) years (each, a "Renewal Term"), unless Grantor (in its sole discretion) files a termination/vacation of this Easement Deed in the office of the County Clerk of Collier County, Florida, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, said termination/vacation to become effective upon the expiration of the Initial Term or relevant Renewal Term.

Grantor will have the right to use and enjoy the Easement Tract in conjunction with Grantee during the Initial Term or any Renewal Term, so long as Grantor's use of the Easement Tract does not interfere with the rights conveyed to Grantee hereunder. Grantor will not erect any structure, or plant trees or other vegetation within the Easement Tract. Grantee's use of the Easement Tract shall not unreasonably interfere with Grantor's development and use of the Property or structures existing on the Property as of the date of execution of this Easement Deed. Grantee shall at all times cooperate with

Grantor, public utilities and other authorized parties with respect to any shared use of the Easement Tract.

Grantee shall, at its sole cost and expense, be responsible for the installation, maintenance and operation of the System, and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices, and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or medications of the System shall be performed only by Grantee or its authorized agents.

If Grantee or its authorized agents damage the Property during the course of its construction, installing, maintaining, operating, expanding, replacing or removing the System, then Grantee shall, at its sole cost and expense, repair any such damage and restore any areas of damage to as nearly the condition which existed prior to the damage, reasonable wear, tear and casualty excepted.

Grantee shall at all times throughout the Initial Term or any Renewal Term of this Easement Deed maintain in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

Grantor warrants that Grantor is the owner and/or ground lessee of the Property and Easement Tract and will defend title to the Easement Tract against the claims of any and all persons, and that Grantor has full authority to grant the Easement rights hereunder according to its terms and execute this Easement Deed.

Grantor further warrants that to the best of Grantor's knowledge, the Property is free from any form of contamination and contains no hazardous, toxic or dangerous substances.

Grantee shall indemnify and hold Grantor and the Treviso Bay Property Owners Master Association, Inc. ("Master Association") harmless from any loss, claims, liabilities or other damages (collectively, "Loss") incurred by them as a result of any third party's claim arising from Grantee's construction, installation, maintenance, operation, expansion, replacement and removal of the System, except for any such Loss arising from the negligence or intentional misconduct of the Grantor, the Master Association and their respective employees, agents, contractors, licensees and invitees. Grantee shall name the Grantor and the Master Association as additional insured on any liability insurance policies held by Grantee related to Grantee's activities under this Easement Deed.

Executed by Grantor this 10th day of August, 2006

GRANTOR:

VK Holdings Treviso Bay, LLC, a Florida limited liability company

By: _____
Printed Name: SANJAY KUTTEMPOOR
Title: VICE PRESIDENT

WITNESSES:

Witness #1: _____
Printed Name: DEBRA McCARTHY

Witness #2: _____
Printed Name: RHONDA BUSTOS

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 10th day of AUGUST, 2006 by SANJAY KUTTEMPERDOR VICE PRESIDENT of VK Holdings Treviso Bay, LLC, known to me to be the identical person who executed this foregoing instrument as a free and voluntary act and deed, for and on behalf of said limited liability company.

Notary Public

M. M. ROBBINS
Commission # DD0171286
Expires 12/11/2006
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Treviso Bay Development, LLC, a Delaware limited liability company

By:
Printed Name: SANJAY KUTTEMPERDOR
Title: VICE PRESIDENT

WITNESSES:

Witness #1:
Printed Name: THERESA A. McCARTHY

Witness #2:
Printed Name: RHONDA K. FOX

M. M. ROBBINS
Commission # DD0171286
Expires 12/11/2006
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

ACKNOWLEDGEMENT

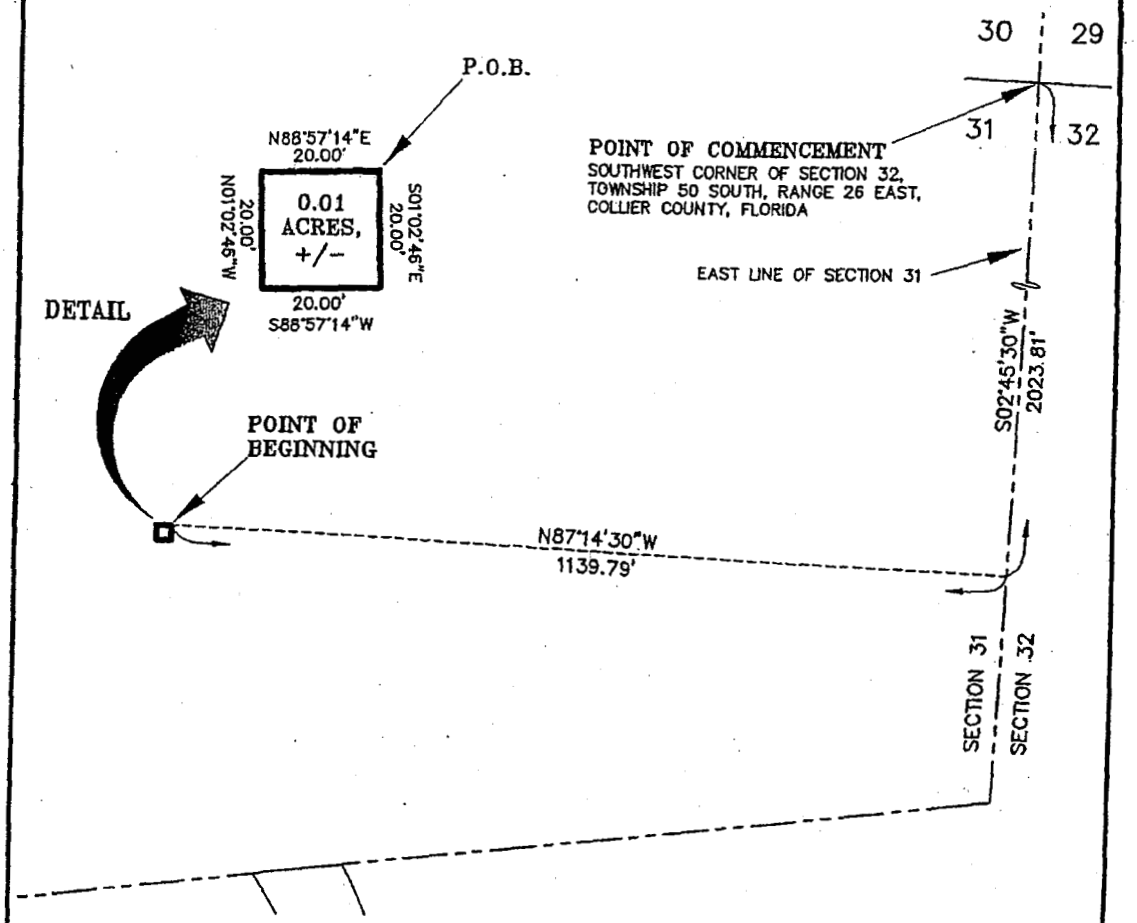
STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 10th day of AUGUST, 2006 by SANJAY KUTTEMPERDOR VICE PRESIDENT of Treviso Bay Development, LLC, known to me to be the identical person who executed this foregoing instrument as a free and voluntary act and deed, for and on behalf of said limited liability company.

Notary Public

f:\florida properties\treviso\sprint\easementno 4.final.doc

Exhibit A



DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND RUN SOUTH 02°45'30" WEST ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 2023.81 FEET; THENCE RUN NORTH 87°14'30" WEST, A DISTANCE OF 1139.79 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01°02'46" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 88°57'14" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 01°02'46" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°57'14" EAST, A DISTANCE OF 20.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 400.00 SQUARE FEET OR 0.01 ACRES OF LAND, MORE OR LESS.

LEGEND:

P.O.B. = POINT OF BEGINNING



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 31, BEING NORTH 89°41'53" WEST.
3. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATION:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 8/2/2006

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\20023436-06\SPRINTSD4R.dwg (8X14F) tmh Aug 01, 2006 - 1:57pm

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SECTION 31-50-26

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/2006	20023436-06	31-50-26	1" = 200'	1 OF 1

EXHIBIT B

The "Property" is defined as those lands contained with the Plat of Treviso Bay recorded in Plat Book 45, Pages 14-24

COMMUNICATION SYSTEM RIGHT OF WAY AND EASEMENT DEED ("Easement Deed")

Grant of Easement Deed by: VK Holdings Treviso Bay, LLC, a Florida limited liability company, and Treviso Bay Development, LLC, a Delaware limited liability company (collectively, "Grantor"), each of which has an address of 19275 West Capital Drive, Suite 100, Brookfield, WI 53045.

For the sum of One Dollar ($1.00) and other valuable consideration, Grantor grants to EMBARQ FLORIDA, INC., a Florida Corporation, whose address is 6391 Sprint Parkway, M/S KSOPHT0101-Z2040, Overland Park, Kansas, 66251-2040, its successors, assigns, lessees and agents, ("Grantee"), subject to the terms stated below, a right of way and easement ("Easement") to construct, operate, maintain, expand, replace and remove a communication system ("System") that Grantee may, from time to time, require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, and other facilities or structures for similar uses, upon, over, through, under and along a parcel of land as depicted and legally described on Exhibit "A" ("Easement Tract"), said Easement Tract being a portion of the real property legally described in Exhibit "B" ("Property"), both Exhibit A and Exhibit B being attached hereto and incorporated by reference herein. Grantee acknowledges and agrees that the above-ground components of the System shall be no greater than eight (8) feet in height (measured from the finished grade of the Easement Tract).

This grant of Easement also includes:

(A) the right of ingress and egress over and across the Easement Tract;

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract during construction and maintenance; and

(C) the right to use on a non-exclusive basis, for access as is necessary solely for access to the Easement Tract, all of the roadways of the Property as the same are platted on those certain Plats of the Treviso Bay development filed in the office of the County Clerk of Collier County, Florida; and

(D) the right to permit in the Easement Tracts the attachment of and/or the carry in of the conduit, wires and cables of any other company or person as required by law; and

(E) the right to place underground electrical service to the Easement Tract for Grantee's use and at Grantee's expense, but only in those areas identified as Public Utility Easements as the same are platted on those certain Plats of the Treviso Bay development filed in the office of the County Clerk of Collier County, Florida.

The grant of Easement hereunder shall be for an initial term that expires upon the earlier of (i) the date which is fifteen (15) years from the date of Grantor's execution of this Easement Deed or (ii) the date upon which Grantee permanently ceases its use of the System to serve the Property ("Initial Term") Notwithstanding the foregoing, the grant of Easement hereunder shall automatically renew for two successive terms of fifteen (15) years (each, a "Renewal Term"), unless Grantor (in its sole discretion) files a termination/vacation of this Easement Deed in the office of the County Clerk of Collier County, Florida, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, said termination/vacation to become effective upon the expiration of the Initial Term or relevant Renewal Term.

Grantor will have the right to use and enjoy the Easement Tract in conjunction with Grantee during the Initial Term or any Renewal Term, so long as Grantor's use of the Easement Tract does not interfere with the rights conveyed to Grantee hereunder. Grantor will not erect any structure, or plant trees or other vegetation within the Easement Tract. Grantee's use of the Easement Tract shall not unreasonably interfere with Grantor's development and use of the Property or structures existing on the Property as of the date of execution of this Easement Deed. Grantee shall at all times cooperate with

Grantor, public utilities and other authorized parties with respect to any shared use of the Easement Tract.

Grantee shall, at its sole cost and expense, be responsible for the installation, maintenance and operation of the System, and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices, and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or medications of the System shall be performed only by Grantee or its authorized agents.

If Grantee or its authorized agents damage the Property during the course of its construction, installing, maintaining, operating, expanding, replacing or removing the System, then Grantee shall, at its sole cost and expense, repair any such damage and restore any areas of damage to as nearly the condition which existed prior to the damage, reasonable wear, tear and casualty excepted.

Grantee shall at all times throughout the Initial Term or any Renewal Term of this Easement Deed maintain in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

Grantor warrants that Grantor is the owner and/or ground lessee of the Property and Easement Tract and will defend title to the Easement Tract against the claims of any and all persons, and that Grantor has full authority to grant the Easement rights hereunder according to its terms and execute this Easement Deed.

Grantor further warrants that to the best of Grantor's knowledge, the Property is free from any form of contamination and contains no hazardous, toxic or dangerous substances.

Grantee shall indemnify and hold Grantor and the Treviso Bay Property Owners Master Association, Inc. ("Master Association") harmless from any loss, claims, liabilities or other damages (collectively, "Loss") incurred by them as a result of any third party's claim arising from Grantee's construction, installation, maintenance, operation, expansion, replacement and removal of the System, except for any such Loss arising from the negligence or intentional misconduct of the Grantor, the Master Association and their respective employees, agents, contractors, licensees and invitees. Grantee shall name the Grantor and the Master Association as additional insured on any liability insurance policies held by Grantee related to Grantee's activities under this Easement Deed.

Executed by Grantor this 10th day of August, 2006

GRANTOR:

VK Holdings Treviso Bay, LLC, a Florida limited liability company

By: _____
Printed Name: SANDY KUTTEMPEROOR
Title: VICE PRESIDENT

WITNESSES:

Witness #1: _____
Printed Name: Theresa McCarthy

Witness #2: _____
Printed Name: [illegible]

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 10th day of AUGUST, 2006 by Sanjay Kuttemperoor, Vice President of VK Holdings Treviso Bay, LLC, known to me to be the identical person who executed this foregoing instrument as a free and voluntary act and deed, for and on behalf of said limited liability company.

M. M. Robbins
Notary Public

M. M. ROBBINS
Commission # DD0171288
Expires 12/11/2008
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Treviso Bay Development, LLC, a Delaware limited liability company

By: [signature]
Printed Name: SANJAY KUTTEMPEROOR
Title: VICE PRESIDENT

WITNESSES:

Witness #1: [signature]
Printed Name: THERESA MCCARTY

Witness #2: [signature]
Printed Name: BEATRICE RIVERA

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

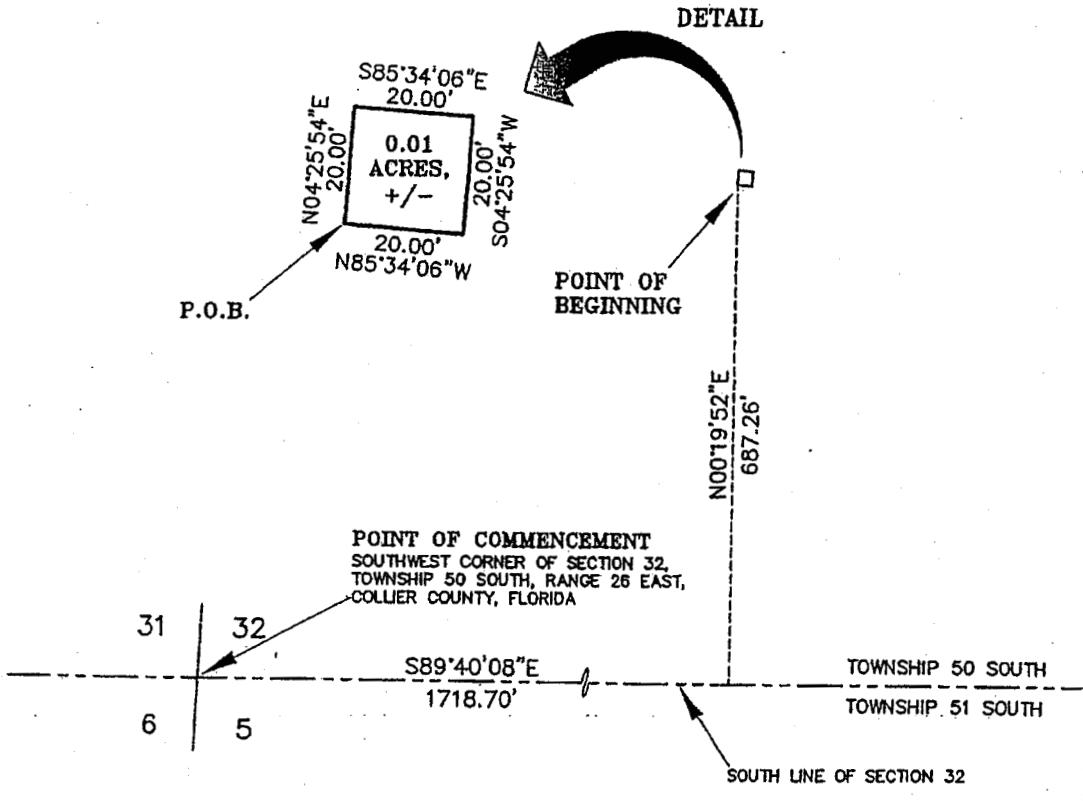
The foregoing instrument was acknowledged before me on this 10th day of AUGUST, 2006 by SANJAY KUTTEMPEROOR, VICE PRESIDENT of Treviso Bay Development, LLC, known to me to be the identical person who executed this foregoing instrument as a free and voluntary act and deed, for and on behalf of said limited liability company.

M. M. Robbins
Notary Public

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M. M. ROBBINS
Commission # DD0171288
Expires 12/11/2008
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

EXHIBIT A



DESCRIPTION:

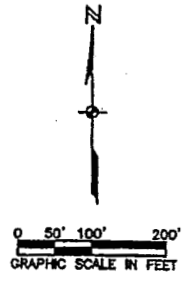
A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND RUN SOUTH 89°40'08" EAST ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1718.70 FEET; THENCE RUN NORTH 00°19'52" EAST, A DISTANCE OF 687.26 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 04°25'54" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 85°34'06" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 04°25'54" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 85°34'06" WEST, A DISTANCE OF 20.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 400.00 SQUARE FEET OR 0.01 ACRES OF LAND, MORE OR LESS.

LEGEND:

P.O.B. = POINT OF BEGINNING



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 31, BEING NORTH 89°41'53" WEST.
3. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATION:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 8/2/2006

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\20023436-06\SPRINTSD3R.dwg (8X14P) tmh Aug 01, 2006 - 1:53pm

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SECTION 32-50-26

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/2006	20023436-06	32-50-26	1" = 200'	1 OF 1

EXHIBIT B

The "Property" is defined as those lands contained with the Plat of Treviso Bay recorded in Plat Book 45, Pages 14-24

COMMUNICATION SYSTEM RIGHT OF WAY AND EASEMENT DEED ("Easement Deed")

Grant of Easement Deed by: VK Holdings Treviso Bay, LLC, a Florida limited liability company, and Treviso Bay Development, LLC, a Delaware limited liability company (collectively, "Grantor"), each of which has an address of 19275 West Capital Drive, Suite 100, Brookfield, WI 53045.

For the sum of One Dollar ($1.00) and other valuable consideration, Grantor grants to EMBARQ FLORIDA, INC., a Florida Corporation, whose address is 6391 Sprint Parkway, M/S KSOPHT0101-Z2040, Overland Park, Kansas, 66251-2040, its successors, assigns, lessees and agents, ("Grantee"), subject to the terms stated below, a right of way and easement ("Easement") to construct, operate, maintain, expand, replace and remove a communication system ("System") that Grantee may, from time to time, require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, and other facilities or structures for similar uses, upon, over, through, under and along a parcel of land as depicted and legally described on Exhibit "A" ("Easement Tract"), said Easement Tract being a portion of the real property legally described in Exhibit "B" ("Property"), both Exhibit A and Exhibit B being attached hereto and incorporated by reference herein. Grantee acknowledges and agrees that the above-ground components of the System shall be no greater than eight (8) feet in height (measured from the finished grade of the Easement Tract).

This grant of Easement also includes:

(A) the right of ingress and egress over and across the Easement Tract;

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract during construction and maintenance; and

(C) the right to use on a non-exclusive basis, for access as is necessary solely for access to the Easement Tract, all of the roadways of the Property as the same are platted on those certain Plats of the Treviso Bay development filed in the office of the County Clerk of Collier County, Florida; and

(D) the right to permit in the Easement Tracts the attachment of and/or the carry in of the conduit, wires and cables of any other company or person as required by law; and

(E) the right to place underground electrical service to the Easement Tract for Grantee's use and at Grantee's expense, but only in those areas identified as Public Utility Easements as the same are platted on those certain Plats of the Treviso Bay development filed in the office of the County Clerk of Collier County, Florida.

The grant of Easement hereunder shall be for an initial term that expires upon the earlier of (i) the date which is fifteen (15) years from the date of Grantor's execution of this Easement Deed or (ii) the date upon which Grantee permanently ceases its use of the System to serve the Property ("Initial Term") Notwithstanding the foregoing, the grant of Easement hereunder shall automatically renew for two successive terms of fifteen (15) years (each, a "Renewal Term"), unless Grantor (in its sole discretion) files a termination/vacation of this Easement Deed in the office of the County Clerk of Collier County, Florida, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, said termination/vacation to become effective upon the expiration of the Initial Term or relevant Renewal Term.

Grantor will have the right to use and enjoy the Easement Tract in conjunction with Grantee during the Initial Term or any Renewal Term, so long as Grantor's use of the Easement Tract does not interfere with the rights conveyed to Grantee hereunder. Grantor will not erect any structure, or plant trees or other vegetation within the Easement Tract. Grantee's use of the Easement Tract shall not unreasonably interfere with Grantor's development and use of the Property or structures existing on the Property as of the date of execution of this Easement Deed. Grantee shall at all times cooperate with

Grantor, public utilities and other authorized parties with respect to any shared use of the Easement Tract.

Grantee shall, at its sole cost and expense, be responsible for the installation, maintenance and operation of the System, and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices, and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or medications of the System shall be performed only by Grantee or its authorized agents.

If Grantee or its authorized agents damage the Property during the course of its construction, installing, maintaining, operating, expanding, replacing or removing the System, then Grantee shall, at its sole cost and expense, repair any such damage and restore any areas of damage to as nearly the condition which existed prior to the damage, reasonable wear, tear and casualty excepted.

Grantee shall at all times throughout the Initial Term or any Renewal Term of this Easement Deed maintain in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

Grantor warrants that Grantor is the owner and/or ground lessee of the Property and Easement Tract and will defend title to the Easement Tract against the claims of any and all persons, and that Grantor has full authority to grant the Easement rights hereunder according to its terms and execute this Easement Deed.

Grantor further warrants that to the best of Grantor's knowledge, the Property is free from any form of contamination and contains no hazardous, toxic or dangerous substances.

Grantee shall indemnify and hold Grantor and the Treviso Bay Property Owners Master Association, Inc. ("Master Association") harmless from any loss, claims, liabilities or other damages (collectively, "Loss") incurred by them as a result of any third party's claim arising from Grantee's construction, installation, maintenance, operation, expansion, replacement and removal of the System, except for any such Loss arising from the negligence or intentional misconduct of the Grantor, the Master Association and their respective employees, agents, contractors, licensees and invitees. Grantee shall name the Grantor and the Master Association as additional insured on any liability insurance policies held by Grantee related to Grantee's activities under this Easement Deed.

Executed by Grantor this 10th day of August, 2006

GRANTOR:

VK Holdings Treviso Bay, LLC, a Florida limited liability company

By: _____
Printed Name: SANJAY KUTTIKKRISHNAN
Title: VICE PRESIDENT

WITNESSES:

Witness #1: _____
Printed Name: THERESA McCARTHY

Witness #2: _____
Printed Name: RANDALL BAKER

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 10th day of AUGUST, 2006 by SANJAY KUTTEMPERDOOR VICE PRESIDENT of VK Holdings Treviso Bay, LLC, known to me to be the identical person who executed this foregoing instrument as a free and voluntary act and deed, for and on behalf of said limited liability company.

Notary Public

M. M. ROBBINS
Commission # DD0171286
Expires 12/11/2006
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Treviso Bay Development, LLC, a Delaware limited liability company

By:
Printed Name: SANJAY KUTTEMPERDOOR
Title: VICE PRESIDENT

WITNESSES:

Witness #1:
Printed Name: TERESA MCCARTHY

Witness #2:
Printed Name: LANDREE LANIER

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 10th day of AUGUST, 2006 by SANJAY KUTTEMPERDOOR VICE PRESIDENT of Treviso Bay Development, LLC, known to me to be the identical person who executed this foregoing instrument as a free and voluntary act and deed, for and on behalf of said limited liability company.

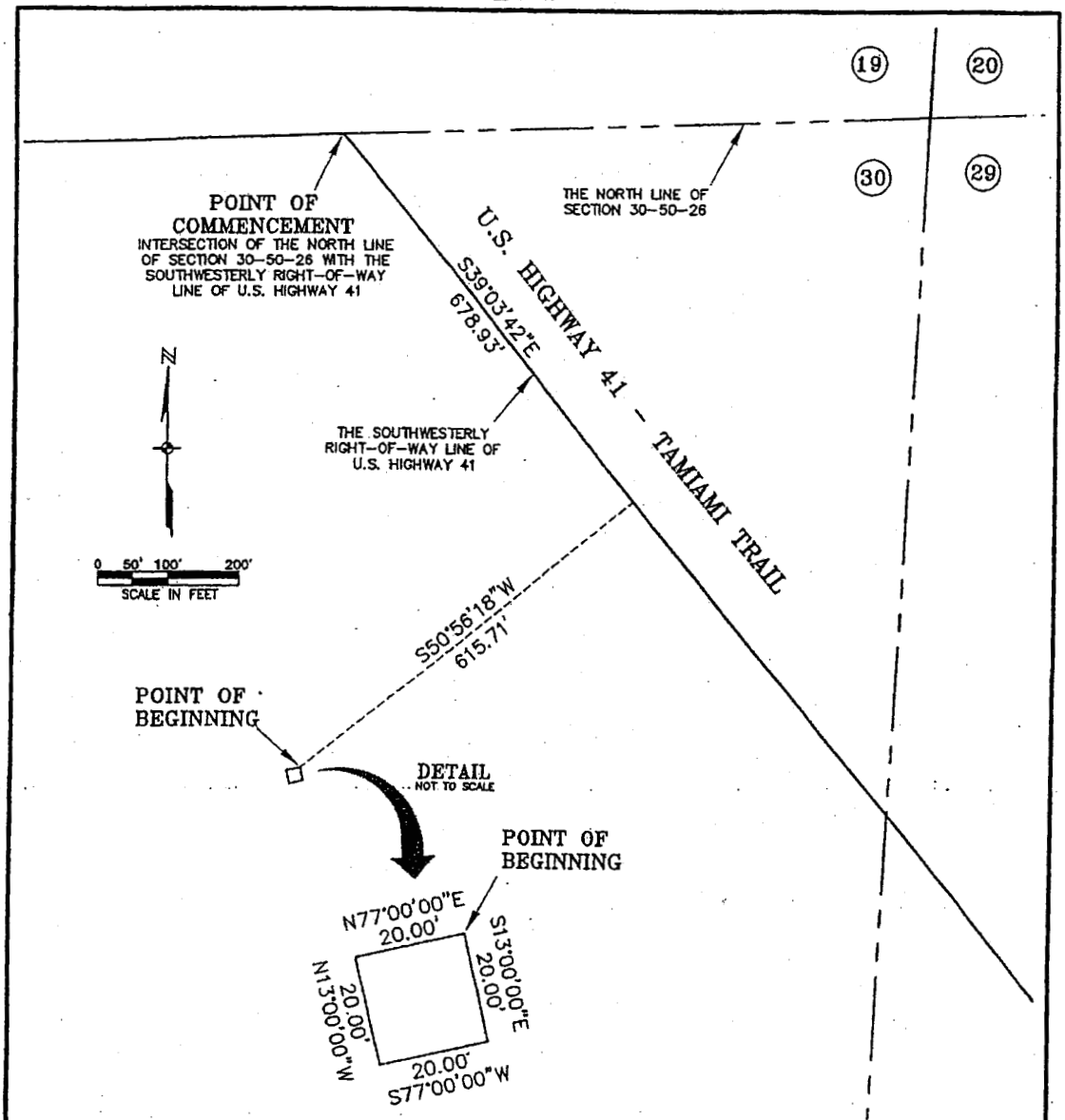
Notary Public

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M. M. ROBBINS
Commission # DD0171286
Expires 12/11/2006
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

000400

EXHIBIT A



DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41 AND RUN SOUTH 39°03'42" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 678.93 FEET; THENCE RUN SOUTH 50°56'18" WEST, A DISTANCE OF 615.71 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 77°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 13°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 77°00'00" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 13°00'00" WEST, A DISTANCE OF 20.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 400.00 SQUARE FEET OR 0.009 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 8/2/2006

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 31, BEING NORTH 89°41'53" WEST.
3. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

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JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SECTION 30-50-26

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/05	20023436.	30-50-26	1" = 200'	1 OF 1

EXHIBIT B

The "Property" is defined as those lands contained with the Plat of Treviso Bay recorded in Plat Book 45, Pages 14-24

TREVISO BAY'S RESPONSES TO STAFF'S FIRST REQUEST FOR PRODUCTION

#1

BEFORE THE PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)))))	Docket No. 060763-TL

TREVISO BAY DEVELOPMENT, LLC'S RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES TO TREVISO BAY DEVELOPMENT, LLC (NOS. 1 – 5) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO TREVISO BAY DEVELOPMENT, LLC (NOS. 1 – 4)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.280(b), 1.340, and 1.350, Florida Rules of Civil Procedure, by and through the undersigned counsel, Treviso Bay Development, LLC and V.K. Development Corporation (collectively "Respondent") hereby submit the following responses to Staff's First Set of Interrogatories to Treviso Bay Development, LLC (Nos. 1 – 5) and First Request for Production of Documents to Treviso Bay Development, LLC (Nos. 1 – 4), which were served on Respondent electronically on January 23, 2007.

Interrogatory	Prepared By	Title
1-5	Sanjay Kuttemperoor	Vice President of Treviso Bay Development, LLC and Executive Vice President of V.K. Development Corporation

2007 JAN 29 PM 5:06
COMMISSION CLERK
ADMINISTRATIVE SERVICES

INTERROGATORIES

1. **Do the services provided to the residences at Treviso Bay include a security system?**

Response: An actual security system is not provided to the residences at the Treviso Bay development. Residents have the option of purchasing and installing a security system for their property. Monitoring of security systems at Treviso Bay is provided as a benefit of ownership through the Treviso Bay Property Owners Master Association, Inc. (the "Association"), the master homeowner's association at the Treviso Bay development.

2. **If the response to Interrogatory No. 1 is yes, please answer the following requests:**

a. **Are the security services provided through bulk agreements?**

Response: The monitoring of the security systems that may be purchased and installed by residents of Treviso Bay is to be conducted by Devcon Security Services Corp. ("Devcon"), pursuant to a Master Monitoring Agreement.

b. **Is payment for monthly monitoring of the security services collected through assessments or dues applied to each landowner?**

Response: Pursuant to the terms of the Master Monitoring Agreement with Devcon, the Association is required to pay the monitoring fee for each residence that has a certificate of occupancy at Treviso Bay. This monthly monitoring fee is to be included in the assessments by the Association that are to be paid by each resident of Treviso Bay.

c. **Will monitoring for the security system require a telephone line at each residence?**

Response: Yes. Devcon has stated that the monitoring of the security systems is conducted through a telephone line at each residence. Notwithstanding the foregoing, Devcon has stated that technology is available to have wireless monitoring via cellular, radio, or VoIP service. There is an additional expenditure for equipment for a resident required to utilize wireless monitoring, however. The initial equipment costs for such monitoring per Devcon is approximately $269.00 for general wireless monitoring and approximately $600.00 for VoIP monitoring. Further, Devcon stated that although such wireless monitoring is available, such technology is unreliable with respect to such monitoring. In fact, when a customer requests such wireless monitoring, regardless of the type of wireless monitoring, Devcon recommends to the customer that the customer have a back-up method of communication (i.e. standard telephone service) in addition to the wireless communication, and requires its customers using wireless monitoring to execute a rider, a copy of which is attached, to the monitoring agreement between Devcon and the customer whereby the customer acknowledges the shortcomings

of the wireless monitoring technologies and releases Devcon from liability relating to the monitoring in the event of a disruption in the wireless signal.

3. **Has VK Development or Treviso Bay Development, LLC communicated via any method with any Competitive Local Exchange Company for the purpose of discussing the provision of voice communications service at Treviso Bay? If the answer is yes, please identify the companies and describe the nature of the communication.**

Response: No. Respondent previously discussed with Embarq (formerly Sprint) having Embarq provide voice telephone communication service at Treviso Bay. Specifically, Respondent spoke with Embarq (formerly Sprint) regarding the provision of the voice telephone service at Treviso Bay. Respondent had various meetings/discussions and exchanged email and U.S. mail correspondence regarding the services that Embarq/Sprint would provide at Treviso Bay. In response to such, Embarq/Sprint provided Respondent copies of proposed marketing agreements and various business scenarios relating to Embarq/Sprint providing voice telephone service at Treviso Bay, and requested and was granted by Respondent certain easement rights to enable Embarq/Sprint to enter upon Respondent's land (i.e. Treviso Bay) for the purpose of constructing and installing Embarq/Sprint's voice telephone service system. Furthermore, Embarq/Sprint repeatedly indicated that voice telephone service would be provided by Embarq/Sprint at Treviso Bay, and that the only item Embarq/Sprint need answered was what type of service would be provided as that had a bearing on whether Embarq/Sprint installed fiber-to-the-home technology at Treviso Bay or a traditional copper network. These discussions and correspondence took place both before and after Respondent entered into its agreement with Time Warner Cable, Inc. (now Comcast) for data and video service. Respondent notified Embarq in August, 2005, that Respondent executed an agreement with Time Warner regarding video and data services at Treviso Bay. Despite this notice and the Time Warner Agreement, Embarq continued to represent that Embarq would provide voice telephone service to Treviso Bay, and even continued to discuss Embarq's revenue sharing program relating to voice telephone service at Treviso Bay for over a year after the date of the Time Warner Agreement. Embarq represented that this revenue sharing program would still be available regardless of the fact that Respondent entered into an agreement for video and data services at Treviso Bay. See the email from Robert Misener at Embarq/Sprint to Chris Gray dated August 29, 2005, and September 21, 2005, included in Respondent's responses to Staff's First Request for Production of Documents to Treviso Bay Development, LLC (Nos. 1-4) below. Not until September 1, 2006, did Embarq/Sprint indicate that any arrangement relating to data and video service with any provider other than Embarq/Sprint, and specifically Respondent's agreement with Time Warner, would prevent Embarq/Sprint from providing voice telephone service at Treviso Bay. See the letter dated September 1, 2006, from Embarq stating that voice telephone service would not be available unless certain onerous conditions were first met by Respondent included in Respondent's

responses to Staff's First Request for Production of Documents to Treviso Bay Development, LLC (Nos. 1-4) below.

4. **Has VK Development or Treviso Bay solicited bids or requested a proposal from any Competitive Local Exchange Company for the provision of voice communications service at Treviso Bay? If the answer is yes, please identify the company(ies) who submitted bids.**

Response: No. Respondent did not actively solicit bids or proposals for voice telephone service at Treviso Bay other than the discussions and correspondence described in Respondent's response to Interrogatory #3, above, with Embarq/Sprint for the provision of such service at Treviso Bay.

5. **In VK Development's other properties, on average how many telephone lines are connected to each home in each of VK Development's properties?**

Response: Neither VK Development Corporation nor Treviso Bay Development, LLC currently have other developments within the State of Florida. VK Development Corporation has constructed other developments primarily in Wisconsin, and in each such development, voice telephone service has been provided by the local service provider (i.e. SBC, not AT&T). Respondent is not privy to the subscriber information in these residential developments, and therefore cannot state with certainty the average number of telephone lines connected to each home. Notwithstanding the foregoing, however, as voice telephone service is provided by the local telephone service provider, Respondent believes that on average there is at least one (1) telephone line to each home within such residential developments.

PRODUCTION OF DOCUMENTS

1. **Please provide any documents that describe how security services will be provided to residents of Treviso Bay.**

Response: Please see Section 7.9 Provision of Services contained in the attached copy of the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Treviso Bay attached, and Section D. of Article IV of the Supplemental Declaration of Covenants, Conditions, and Restrictions for Via Veneto at Treviso Bay Neighborhood attached. In addition, please see Respondent's response to Interrogatory #2, above, and the attached copy of the Master Monitoring Agreement between Respondent and Devcon Security Services Corp. dated August 16, 2006.

2. **Please provide copies of all documents that support your response to Interrogatory No. 3.**

Response: Please see copies of the email and mail correspondence attached relating to the discussions of the services Embarq/Sprint agreed to provide at Treviso Bay. Also, please see the letters from Respondent's engineers, Johnson Engineering, forwarding copies of the plats to Embarq/Sprint for approval, which letters prompted Embarq/Sprint to respond with the letters included in Respondent's Response to Data Request No. TB-1 previously filed with the PSC in this matter, and the attached copy of the signed easement granted to Embarq/Sprint relating to the construction and installation of the voice telephone system at Treviso Bay.

3. **Please provide copies of all documents that support your response to Interrogatory No. 4.**

Response: Please see the documents referenced in response to POD #2, above.

4. **Please provide copies of all documents that support your response to Interrogatory No. 5.**

Response: Respondent is not aware of any documents that are responsive to this request.

Dated this 24th day of January, 2007.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL Filed: February 5, 2007

TREVISO BAY DEVELOPMENT, LLC'S NOTICE OF SERVING RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES

Treviso Bay Development, LLC ("Treviso Bay"), by and through undersigned counsel, gives notice of serving responses to Staff's Second Set of Interrogatories to Treviso Bay Development, LLC.

Respectfully submitted this 5th day of February, 2007.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	Docket No. 060763-TL Filed: February 5, 2007

TREVISO BAY DEVELOPMENT, LLC'S RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES TO TREVISO BAY DEVELOPMENT, LLC

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.280(b), 1.340, and 1.350, Florida Rules of Civil Procedure, by and through undersigned counsel, Treviso Bay Development, LLC ("Respondent") hereby submits the following responses to Staff's Second Set of Interrogatories to Treviso Bay Development, LLC, which were served on Respondent electronically on January 29, 2007.

Interrogatory	Prepared by	Title
6-11	Don J. Wood	Principal Wood & Wood

RESPONSES TO INTERROGATORIES

6. **For purposes of the following request, please refer to the direct testimony of Treviso Bay witness Wood, page 17, lines 9-13. Please identify specifically where in any Embarq filing that Embarq has "agreed" that the provisions of §364.025(6)(b)1 through 4 do not apply in the instant case.**

RESPONSE: This statement in Mr. Wood's testimony is based on the following observations: (1) Embarq made no claim in its Petition that any of the conditions described in §364.025(6)(b)1 through 4 apply, (2) Embarq did not provide any evidence, or assert that it was intending to provide any evidence, to support such a claim, and (3) the list of "issues of the material

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facts" set forth at paragraph 25 of Embarq's Amended Petition make no reference to the conditions described in §364.025(6)(b)1 through 4.

7. **For purposes of the following request, please refer to the direct testimony of Treviso Bay witness Wood, page 22, lines 16-18 through page 23, lines 1-6. Please identify other benefits conferred on a provider by being designated as a COLR.**

RESPONSE: In addition to the explicit benefit created by §364.051, an ILEC designated as a COLR benefits from a protection from failure, e.g., through access to rate relief from the Florida Public Service Commission. Because of the public policy importance of a carrier that represents the only provider of telecommunications services to many customers within its service area, it is highly unlikely that a COLR would be permitted to financially fail and cease operations.

8. **For purposes of the following request, please refer to the direct testimony of Treviso Bay witness Wood, page 30, lines 14-17. Please clarify why whether or not service from an alternative provider would be available is "moot." Is it your view that this is not a factor to be considered in determining whether "good cause" has been shown in evaluating granting a COLR waiver under §364.025(6)(d)?**

RESPONSE: It is Mr. Wood's testimony that the Legislature's statements (§364.025(1)) of intent that "universal service objectives be maintained" after markets for local exchange services are opened to competition and that "during this transition period the ubiquitous nature of the local exchange telecommunications companies be used to satisfy these objectives" are important indicators of the Legislature's intent, as is its conclusion that this objective should be met by requiring that each local exchange telecommunications company "be required to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory" until January 1, 2009. Further, it is Mr. Wood's testimony that the language of the statute strongly suggests that the potential availability of services from an alternative provider "during this

transition period" was explicitly considered by the Legislature before concluding that "each local exchange telecommunications company shall be required to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory," and therefore not a relevant consideration when considering Embarq's COLR obligations.

It is Mr. Wood's testimony that the potential availability of service from an alternative provider is an insufficient basis for establishing "good cause" under §364.025(6)(d).

9. **For purposes of the following request, please refer to the direct testimony of Treviso Bay witness Wood, page 31, lines 11-14 and footnote 10.**

(a) **Please identify the basis for your assertion that the network architecture modeled by Embarq is "associated with the need to provision data services."**

RESPONSE: It is Mr. Wood's testimony that Embarq's network design as described in Mr. Dickerson's testimony and in Embarq's response to Treviso Bay's POD No. 2 represents a mismatch between revenues and cost in two important ways.

First, the design parameters that Embarq claims to have followed provide a transmission quality that exceeds the standard for voice services and that is sufficient to provide digital data services. Quality voice services can be provisioned on 26 gauge copper facilities for up to 15,500 feet (see AT&T Outside Plant Engineering Handbook, August 1994, p. 5-8). The CSA design parameters used by Embarq are more stringent in order to eliminate transmission limitations and support basic rate ISDN and DSL services (see Telcordia Notes on the Networks, October 2000, p. 7-69). If Embarq is beginning with the assumption that it will receive no revenues from data services in the area being studied, then these more stringent (and costly) distribution parameters are not appropriate.

Second, it appears that Embarq has exceeded even these more stringent standards in its analysis. While Embarq has not provided a distribution design in its

analysis, a review of Exhibit KWD-1 suggests that many if not all of the distribution facilities needed to serve Treviso Bay customers from Embarq's proposed DLC location can be 9kft or less in length. If so, even the ISDN/DSL standards that Embarq has applied would permit the use of 26, rather than 24, gauge copper (see Telcordia Notes on the Networks, October 2000, pp. 7-69, 72).

(b) Please identify the basis for your claim that the Embarq's engineering standards apply to digital data capability.

RESPONSE: See Treviso Bay's response to part (a).

(c) Please explain what gauge copper cable you believe Embarq used in its analysis.

RESPONSE: 24 gauge. See Treviso Bay's response to part (a).

(d) Please explain what gauge copper cable you believe Embarq should have used in its analysis.

RESPONSE: 26 gauge. See Treviso Bay's response to part (a).

10. **For purposes of the following request, please refer to the direct testimony of Treviso Bay witness Wood, page 32, lines 13-17. Please explain in greater in detail why you believe the process described by Embarq witness Dickerson "appears to be excessive."**

RESPONSE: Mr. Dickerson's testimony (at p. 3) suggests that by misinterpreting its obligations pursuant to §364.025, Embarq has assumed the construction of a network with more capacity than is necessary for it to serve the area as a COLR. Mr. Dickerson states that in his analysis, Embarq has included the costs of a network design in order to provide a minimum number of loops to each and every customer: "under COLR obligations, Embarq would be required to place enough facilities within Treviso bay to provide service to every subscriber" even though Embarq expects to

provide (1) only voice services, and (2) only service to a limited percentage of the households in Treviso Bay. While it is reasonable to assume that the most cost-effective process for Embarq is to place facilities that will pass all households in the area, it is not necessary for Embarq to place distribution facilities with sufficient capacity to provide 2-3 loops per household. Embarq's approach would thus result in the placement of distribution cables with more pairs than are needed. Unfortunately, since Embarq has not provided a distribution design in its analysis, it is impossible to quantify the amount of excessive investment that is being assumed in Mr. Dickerson's analysis.

11. **For purposes of the following request, please refer to the direct testimony of Treviso Bay witness Wood, page 33, lines 1-10.**

(a) **Please identify the equipment included in Exhibit KWD-2 that has a life of 10 years.**

RESPONSE: While assumed depreciation lives are not explicitly listed, it is clear from Mr. Dickerson's analysis that Embarq is assuming that the DLC cabinet (and the associated electronics) will have a useful life of no more than ten years. According to Embarq's response to Treviso Bay POD No. 4, other equipment may also be assumed to have a useful life that is less than or equal to ten years.

(b) **Please identify the equipment included in Exhibit KWD-2 that has a life of less than 10 years.**

RESPONSE: Please see Treviso Bay's response to part (a).

(c) **Please identify the equipment included in KWD-2 that has a life exceeding 10 years.**

RESPONSE: No depreciation lives were explicitly listed in the Embarq study, though it appears that Embarq's response to Treviso Bay POD No. 4 contains a listing of the assumed service lives of other categories of plant and facilities.

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(d) **Please explain the significance of Exhibit DJW-4 in light of Embarq's claim that for it to serve Treviso Bay would be uneconomic is based on an analysis over 20 years, rather than 10 years.**

RESPONSE: There is nothing inherently correct, or incorrect, about Embarq's decision to rely on the results of an analysis showing a projected NPV over a twenty year horizon. The purpose of Exhibit DJW-4 is to show that when alternative assumptions are reasonably considered, the results of Embarq's analysis are such that the analysis should be considered highly suspect.

For example, as shown in Exhibit DJW-4, Embarq's analysis - if accurate - would show that for at least ten years Embarq could not profitably provide telephone service to an area of relatively high line density (approximately 2000 lines/square mile) even if it provided service to 100% of the households in the area. Similarly, Embarq's analysis suggests that in year six, the year in which all 1200 households would be providing revenues, Embarq (with 100% market share) would barely break even (not on a cumulative basis in which up-front investments are considered, but on an annual basis just based on cash flows for that year).

Respectfully submitted this 5th day of February, 2007.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL Filed: February 5, 2007

TREVISO BAY DEVELOPMENT, LLC'S NOTICE OF SERVING RESPONSES TO STAFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

Treviso Bay Development, LLC ("Treviso Bay"), by and through undersigned counsel, gives notice of serving responses to Staff's Second Request for Production of Docuemnts to Treviso Bay Development, LLC.

Respectfully submitted this 5th day of February, 2007.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL Filed: February 5, 2007

TREVISO BAY DEVELOPMENT, LLC'S RESPONSES TO STAFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO TREVISO BAY DEVELOPMENT, LLC

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.280(b), 1.340, and 1.350, Florida Rules of Civil Procedure, by and through undersigned counsel, Treviso Bay Development, LLC ("Respondent") hereby submits the following responses to Staff's Second Request for Production of Documents to Treviso Bay Development, LLC, which were served on Respondent electronically on January 29, 2007.

DOCUMENTS REQUESTED

5. **Please provide copies of all documents that support your response to Interrogatory No. 9(a).**

Response

Please see the attached documents.

6. **Please provide copies of all documents that support your response to Interrogatory No. 9(b).**

Response

Please see the documents furnished in response to Staff's Production Request No. 5.

7. **Please provide copies of all documents that support your response to Interrogatory No. 9(c).**

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Response

Please see the documents furnished in response to Staff's Production Request No. 5.

8. **Please provide copies of all documents that support your response to Interrogatory No. 9(d).**

Response

Please see the documents furnished in response to Staff's Production Request No. 5.

9. **Referring to page 32, lines of 3-6 of witness Wood's direct testimony, please provide documents that support the assertion that "several of the assumptions regarding materials prices and expenses appear to higher [sic] than those previously approved by the Commission."**

Response

Mr. Wood relied on Commission order Nos. PSC-99-0068-FOF-TP, PSC-01-1181-FOF-TP, and PSC-02-1311-FOF-TP. Treviso Bay believes that the Commission Staff has ready access to these orders, but will furnish copies if desired by the Commission Staff.

Respectfully submitted this 5th day of February, 2007.

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limited by the conductor resistance of the loop and is influenced by the characteristics of the equipment at both ends.

Direct-Current Requirements

The 500-type telephone set is designed to operate satisfactorily with a minimum loop current of 20 milliamperes (mA). The efficiency of the carbon microphone in the 500-type set decreases with loop current and deteriorates rapidly with currents below this value. Furthermore, dual-tone multifrequency (DTMF) keypads usually require a minimum of 20 mA.

The nominal maximum of 1500 ohms is the resistance to which loops are administered for control of outside plant facility insertion losses under revised-resistance-design rules. A typical central office supplies loop current from a 48-volt battery through a 400-ohm battery feed circuit. (Semiconstant-current loop-current supplies are also used in some digital switches.) Other resistances that determine loop current include allowances of 430 ohms for the end user's registered equipment, 25 ohms for 500 feet of drop wire, 10 ohms for central-office wiring, and a 10-percent allowance (a maximum of 150 ohms) for resistance increase with temperature.

Supervisory and Dial Signalling Limits

The maximum loop resistance that can be tolerated for supervision and dial signalling in electromechanical offices is usually determined by the operating parameters of the line relay, the dial-pulsing relay, and the trunk supervisory relay. However, the requirements for ring tripping sometimes establish the maximum loop resistance rather than requirements for the operation of these relays. Later offices—analog electronic and digital—rely on ferrod sensors or voltage comparators for supervision and pulsing, so their resistance limits are higher, 1600 ohms or more. In these cases, the need to deliver 20 mA or more to the station becomes limiting. Equipment reference data for a given type of central-office equipment list the controlling parameter.

Distribution Network Design

To ensure acceptable transmission in the distribution network, design rules are used to control loop transmission performance.

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Loops are designed on a global basis to guarantee that loop transmission loss is appropriately distributed statistically and that no loop in the distribution network exceeds the signalling range of the office.

Prior to 1980, loops were designed using the resistance design (RD) and long-route design (LRD) plans. The presently recommended design plans applicable on a forward-going basis (redesign not required) are: revised resistance design (RRD), modified long-route design (MLRD), and concentrated range extension with gain (CREG).

RRD rules specify that loops 18 kft in length or less (including bridged tap) be nonloaded and have loop resistances of 1300 ohms or less; loops 18 kft to 24 kft in length (including bridged tap) be loaded and have loop resistances less than or equal to 1500 ohms, office range permitting; and loops longer than 24 kft be implemented using DLC as first choice or MLRD as second choice. The outside plant engineer specifies the cable gauge by using a combination of the two finest gauges that will meet the resistance limit. RRD limits bridged tap to less than 6 kft for nonloaded cable, while for loaded cable the end section plus bridged tap must be between 3 kft and 12 kft. (A bridged tap is considered to be any branch or extension of a cable pair in which no direct current flows when a station set is connected to the pair in use.)

MLRD applies to the design of loops having resistances between 1500 and 2800 ohms. This equates to a maximum of 82 kft (15.5 mi) of 22-gauge cable. All cables are to be loaded. A combination of two cable gauges is used along with the required range extension and gain. Gain is applied, either 3 or 6 dB according to cable length, holding the 1000-Hz loss of the loop to between 4 and 8 dB. The bridged-tap and end-section requirements are compatible with RRD for loaded cable.

The CREG plan allows for use of finer-gauge cable facilities by providing a repeater behind a stage of switching concentration in the office. In this way, the range extension circuitry is shared rather than dedicated to each loop. CREG design applies to loops having loop resistances up to 2800 ohms. Its loading, bridged tap, and end-section requirements are compatible with RRD and

Section 5

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Section 5

TRANSMISSION

STANDARDS

Multiple standards evolved over time in the digital telephone hierarchy. The standard used in Europe is referred to as either CEPT for Conference of European Postal and Telecommunications Administration or CCITT for Consultative Commission on Telephone and Telegraph. North American telephone companies use what is referred to as the North American Standard originally established by AT&T.

Vendors have developed equipment to meet the transmission rates specified by each standard. However, equipment manufactured by different vendors cannot necessarily be mixed within a telecommunications network.

In 1985, Bell Communications Research, commonly referred to as Bellcore, proposed the development of the Synchronous Optical Network (SONET) standards to address compatibility problems. Consensus was achieved in early 1988 on key technical issues concerning standards. These standards address signal rates and formats, multiplexing schemes, network element functions, synchronous network operation, and single-mode optical interface.

Bellcore's efforts to develop SONET standards gained international attention, resulting in the jointly developed international SONET specification referred to as the Synchronous Digital Hierarchy or SDH.

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The following table provides information on the rates used in the CEPT, North American, and SONET standards. SONET rates are expressed as Optical Carrier or OC. The rate for Optical Carrier-1, designated OC-1, is 51.840 megabits per second or 51.840 Mbps. The CEPT or CCITT rates are expressed as Levels, such as CEPT Level 1, 2, and so on, based on a single-circuit line rate of 0.064 Mbps. The North American Standard rates are referred to as Digital Signal (DS), such as DS1, DS2, and so on, also based on the single-circuit line rate of 0.064 Mbps. These rates are not integral multiples of lower rates because at each level, bits are added to facilitate multiplexing and other functions, such as signaling.

DIGITAL HIERARCHY CHART

SONET			CEPT or CCITT			North American		
Rate Name	Line Rate (Mbps)	Voice Circuits	Rate Name	Line Rate (Mbps)	Voice Circuits	Rate Name	Line Rate (Mbps)	Voice Circuits
			Single Circuit	0.064	1	DSO	0.064	1
						DS1	1.544	24
			Level 1	2.048	30			
						DS2	6.312	96
			Level 2	8.448	120			
			Level 3	34.304	480			
						DS3	44.736	672
OC-1	51.840	672						
						DS3C	90	1,344
			Level 4	139.264	1,920	DS4NA	139.264	1,920
OC-3	155.520	2,016						
						DS4	274	4,032
OC-9	466.560	6,048						
						None	560	8,064
			Level 5	565.148	7,680			
OC-12	622.080	8,064						
OC-18	933.120	12,096						
OC-24	1244.160	16,128						
OC-36	1866.240	24,192						
OC-48	2488.320	32,256						

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RESISTANCE DESIGN

AT&T 901-350-202, 902-115-100, -101

Resistance design is predicated upon controlling transmission losses by limiting the maximum conductor loop resistance. This design is used with the traditional twisted-pair copper cable. The demand for high-speed transmission rates has changed the guidelines for designing outside plant. To meet these demands, the outside plant network is being conditioned by the use of digital subscriber carrier systems. These systems are being served via either a T1 or E1 carrier with repeaters or fiber optic cable.

Because of these factors and for planning purposes, it is recommended that the point where resistance design should stop and subscriber carrier or long-route design should begin is at 12,000 feet (3658 m) from the central office. Under this premise, resistance design rules are as follows:

1. Maximum conductor loop resistance of 1500 ohms without loop electronics (central office range permitting).
2. Load all loops over 18,000 feet (5486 m), which includes bridged tap.
3. Limit bridged tap on nonloaded loops to 6,000 feet (1829 m) or less.
4. Limit end section plus bridged tap on loaded loops to 12,000 feet (3658 m) or less. Business loop end sections are limited to 9,000 feet (2743 m) with no bridged tap.
5. Design load spacing deviations normally within ±120 feet (37 m).
6. No bridged tap between load points.
7. No loaded bridged taps.
8. No stations (Customer Services) are allowed between load points.

These rules are illustrated on the next page.

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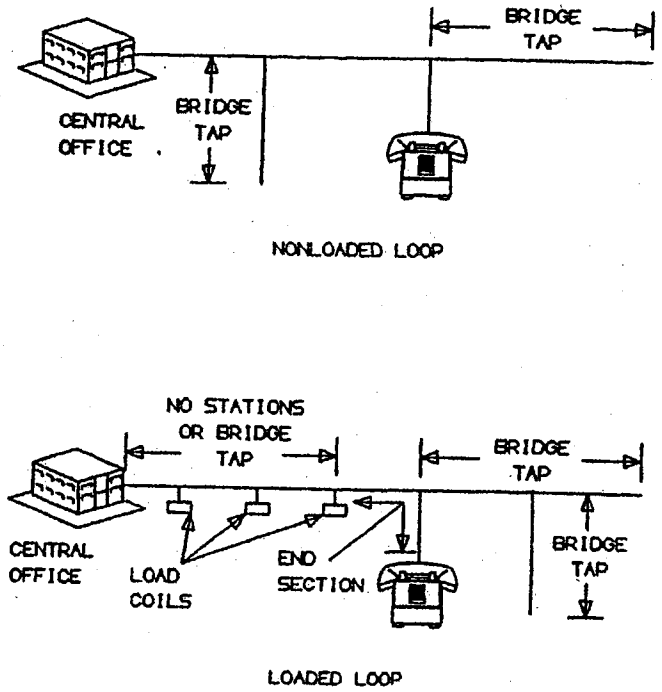


Illustration of Bridge Tap and End Section

Loading Rules

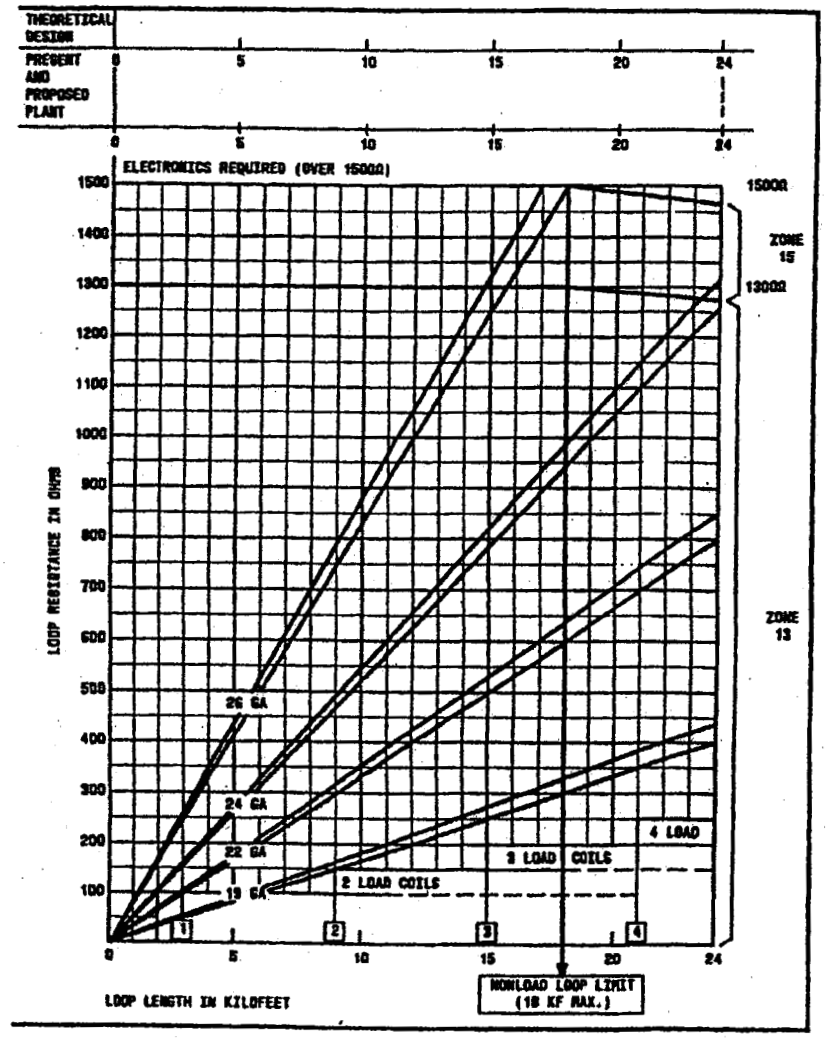
Loading Rules

• Load coil inductance	88 mH
• Load spacing	6,000 ft (1829 m) nominal
• Load spacing deviation	±120 ft (37 m)
• Central office end section (including office wiring)	equivalent in capacitance to 3,000 ft (914 m) of cable
• Sum of customer end section and bridge tap (residential)	3,000 to 12,000 ft (914 to 3658 m)
• Sum of customer end section and bridge tap (business)	3,000 to 9,000 ft (914 to 2743 m)
• Loaded bridge tap	none permitted
• Bridge tap between load coils	none permitted
• Stations between load points	none permitted

Cable Gauge Selection

Cable gauge can be selected by using the resistance design charts on the next two pages.

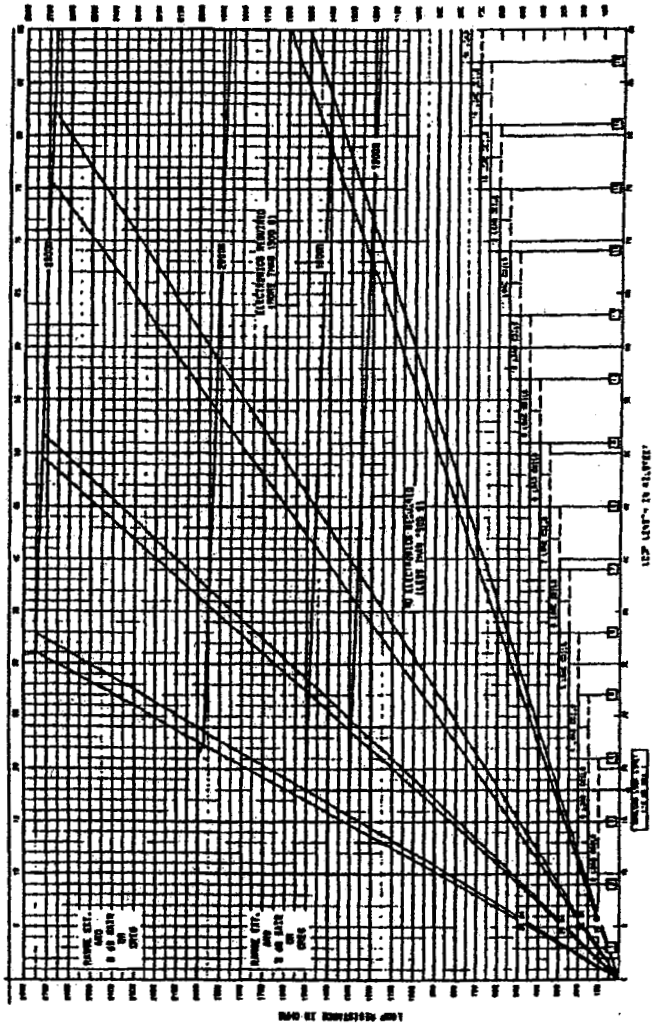
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Resistance Design Chart 0 - 24,000 ft (7,315 m)

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Resistance Design Chart 0 - 90,000 ft.(27,432 m)

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Loops up to 15,500 ft (4724 m) can be served by 26-gauge (0.4 mm) cable. Loops over that length require either a 2-gauge design or a single-coarser gauge. The most economical 2-gauge design may also be determined using the following values.

2-GAUGE DESIGN FORMULAS		
Loop Length = L ft. (m)	**Gauges Used ***	**Length of Coarser Gauge ft. [m]**
15,500 to 18,000 (4,724 to 5,486)	26 and 24 nonloaded	2.66 x (L – 15,600) 2.66 x (L – [4,755])
18,000 to 24,500 (5,486 to 7,468)	26 and 24 loaded	2.7 x (L – 15,400) 2.7 x (L – [4,694])
24,500 to 38,000 (7,468 to 11,582)	24 and 22 loaded	2.8 x (L – 24,500) 2.8 x (L – [7,468])
38,000 to 73,000 (11,582 to 22,250)	22 and 19 loaded	2.1 x (L – 38,000) 2.1 x (L – [11,582])
* Metric equivalent for wire gauges: 19 ga. = 0.9 mm, 22 ga. = 0.6 mm, 24 ga. = 0.5 mm, and 26 ga. = 0.4 mm.		

Example: A 20,000-foot loop requires a 2-gauge design of 24- and 26-gauge (0.5 and 0.4 mm) loaded cable consisting of (from the third line in the table above):

2.7 x (20,000 – 15,400) = 2.7 x 4,600 = 12,420 ft. of 24-gauge (0.5 mm) cable.

The remainder of the loop consists of:

20,000 – 12,420 = 7,580 ft. of 26-gauge (0.4 mm) cable

with the 26-gauge (0.4 mm) cable closer to the central office.

In an actual design, constraints such as existing cable or the location of possible gauge change points may require deviation from the above theoretical design. **If so, any deviation must increase the amount of coarser gauge cable used.**

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COIN LINES

AT&T 332-211-100, 506-900-503

Transmission, coin control, and supervision and signaling requirements impose the following limits on coin lines.

Transmission

Loops over 1600 ohms require an E6 repeater.

Coin Control

- Maximum ground resistance: 50 ohms.
- Maximum DC earth potential: ±3 volts.
- Maximum loop resistance as follows:

Type of Central Office	Minimum Coin Voltage (Volts)	*Maximum Loop Resistance* (Ohms)			
		Multislot Sets With:		Single-Slot Sets With:	
		48-mA Relay	41-mA Relay	48-mA Relay	41-mA Relay
Step-by-Step and Panel	100	1500	2200	1400	1900
No. 1 Crossbar	115	2100	3000	2000	2700
No. 5 Crossbar and ESS™ Switching Equipment	125	2500	3400	2400	3100

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Supervision and Signaling

Type of Central Office	Maximum Loop Resistance (Ohms)
Step-by-Step	1050
Panel	885
No. 1 Crossbar	1200
No. 5 Crossbar and ESS Switching Equipment	1300

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TRANSMISSION IMPROVEMENT AND RANGE EXTENSION DEVICES

Standard devices for transmission improvement and range extension are listed below and on the following page.

PASSIVE TRANSMISSION ENHANCEMENT DEVICES		
Device	**Description**	**Reference**
Load Coil	Series inductance inserted in loop to counteract the effect of distributed capacitance and thereby to reduce transmission loss over the voice-frequency band	Section 16 of this handbook, AT&T 643-020-011, AT&T 643-200-101
Inductor (Bridge Lifter)	Saturable reactor inserted in loop at bridging point to minimize transmission loss caused by bridge tap	Section 16 of this handbook, AT&T 902-815-150, AT&T 902-815-151
4B11F Protector Unit-Type Bridge Lifter	Solid-state bridge lifter combined with 4B-type protector unit	AT&T 902-815-153, AT&T 201-200-050

ACTIVE GAIN DEVICES		
Device	**Description**	**Reference**
E6 Repeater	Two-wire adjustable-gain voice-frequency repeater for central office or remote installation	AT&T 332-206-120, AT&T 852-305-ZZZ

060441

RINGER COUPLING DEVICES		
Device	**Description**	**AT&T Reference***
426A Gas Tube	Three-element gas tube used in station sets with grounded ringers to improve line balance and mitigate inductive interference	500-112-100
425A Gas Tube	Four-element gas tube used when the induced voltage exceeds the capability of the 462A gas tube	500-112-100
426N Diode	Used in place of 426A gas tube in PRINCESS® and TRIMLINE® telephones in 4-party, fully-selective and 8-party, semi-selective ringing service	500-112-100
D180489 Kit of Parts	Resistor-inductor circuit used to provide balanced path-to-ground for tip-party identification in severe noise environment	501-376-100
D180036 Ringer Isolator Kit	Solid-state circuit used in place of gas tubes when central office ringing voltage is not compatible with gas tubes	501-375-100
28A Isolator	Solid-state replacement for any of the above devices to provide increased ringing range and ringer isolation for all grounded ringers. Only one 28A is required per main station.	501-375-101
603A Ringing Extender	Solid-state device with switch that provides a low impedance path to ground during ringing. For use on long loop individual lines over 1300 ohms with bridged ringers that require increased ringer capability.	501-380-102
*See AT&T 500-114-100 for limitations on number of ringers and AT&T 873-505-109 for ringer isolation.		

060442

ELECTRICAL CHARACTERISTICS OF CABLES (METALLIC)

Loop Resistance

LOOP RESISTANCE	
Gauge and Material	Loop Resistance (Ohms/kft at 68°F (20°C)*
16 ga. (1.3 mm) Copper	8.0
19 ga. (0.9 mm) Copper	16.3
22 ga. (0.6 mm) Copper	32.8
17 ga. (1.1 mm) Aluminum	16.5
20 ga. (0.8 mm) Aluminum	33.0
24 ga. (0.5 mm) Copper	51.9
25 ga. (0.45 mm) Copper	65.5
26 ga. (0.4 mm) Copper	83.3
* For resistance at a temperature (T) other than 68°F (20°C), use the following formula: $RT = R68^{\circ} + 0.0022 (T - 68^{\circ}) R68^{\circ}$	

Attenuation

AT&T 855-351-101, 902-216-110

The values listed on the next page are engineering losses for T1 carrier systems. T1 carrier is engineered on the basis of 772-kHz attenuation at the maximum anticipated temperature.

000443

ATTENUATION OF CABLES					
Cable	C* (nF† / Mile)	772 kHz dB/kft 55°F (13°C)	772 kHz dB/kft 100°F (38°C)	772 kHz dB/kft 140°F (60°C)	k‡
Pulp and Paper					
19 ADB	83	3.9	4.1	4.2	§
ANB,DNB,GNB,TB	66	3.0	3.1	3.2	0.025
BNB,CNB,ENB,FNB	84	3.8	3.9	4.0	0.028
22 ADA,BDA,CDA	83	5.2	5.4	5.5	§
ANA,NA	73	4.6	4.8	4.9	0.040
CSA,DSA,ESA	82	5.1	5.3	5.5	0.047
24 ADM,CDM	83	6.3	6.6	6.7	§
ASM,BSM,CSM,ESM	72	5.6	6.1	6.3	0.057
DSM,FSM	84	6.8	7.1	7.4	0.066
26 ADT,CDT	83	7.8	8.1	8.3	§
BST	79	7.7	8.1	8.5	0.093
AST,CST	69	6.8	7.15	7.5	0.081
DST	83	8.2	8.6	9.0	0.096
Air-Core PIC					
19 BHB,CHB	83	3.3	3.5	3.6	0.034
22 BHA,CHA,DHA,KHA	83	4.6	4.8	5.0	0.045
24 BKM,DKM	83	5.8	6.05	6.3	0.055
25 (MAT Cable Type)	64	5.1	5.3	5.6	0.055
26 BKT,DKT,DCT	83	7.3	7.6	7.9	0.068
Filled Solid PIC					
19 AJB	83	2.9	3.0	3.1	0.020
22 AJA,BJA,CJA,DHA	83	4.0	4.2	4.3	0.035
24 AJM,DKM	83	5.0	5.2	5.4	0.048
26 AJT,DKT	83	6.3	6.6	6.9	0.065
Filled DEPIC					
19 ALB	83	3.2	3.3	3.4	0.027
22 ALA	83	4.4	4.6	4.7	0.040
24 ALM	83	5.5	5.7	5.9	0.052
26 ALT	83	6.9	7.2	7.5	0.067
17 ALC	83	3.2	3.4	3.5	0.034
20 ALD	83	4.4	4.6	4.8	0.043

* C = capacitance
† nF = nanofarad
‡ K = temperature coefficient (dB/kft/10°F)
§ Temperature coefficient varies. Interpolate for temperatures not given.

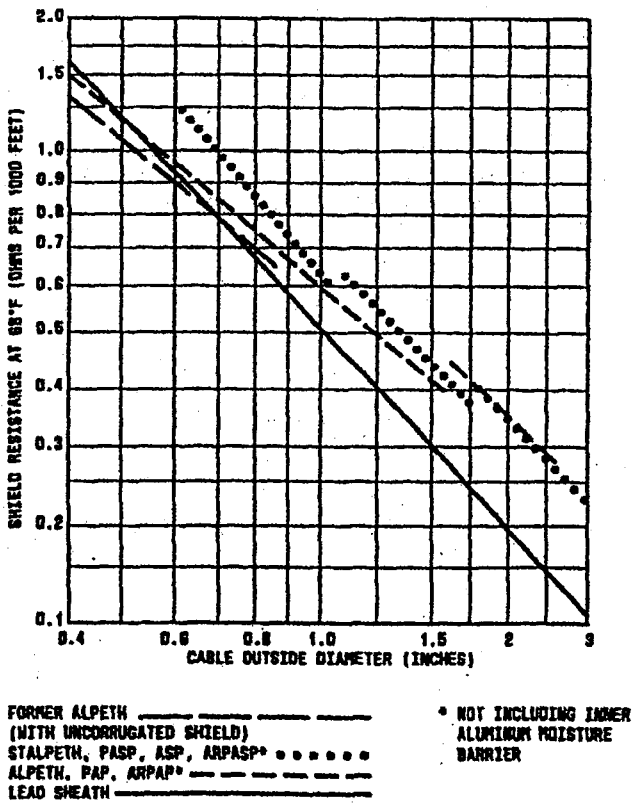
000444

Sheath and Shield Resistance

AT&T 626-020-00

The resistances of sheaths and steel and aluminum shields are show below for a temperature of 68°F (20°C). For any other temperature (T), use th formula:

$$R_T = R_{68}[1 + .0023\ (T-68)]$$



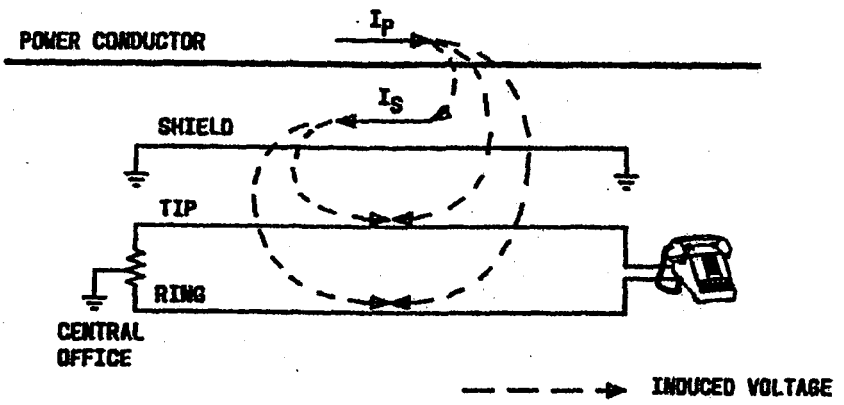
000445

NOISE

Induction from power lines may cause noise in customer loops. External magnetic fields, such as those of nearby power conductors, induce voltages in telephone loops. The voltages induced on the tip and ring conductors are nearly equal; however, imbalances in central office equipment, the line facility, and the station equipment will result in a slight voltage difference between tip and ring. This voltage difference causes noise currents to flow in the loop, and transmission is impaired if the currents contain power-frequency harmonies.

Shielding

Shielding can reduce noise induction currents in telephone loops. The shield conductor is usually part of the cable sheath, but it can also be a separate wire parallel to the telephone conductor. Current I_p in the power conductor induces a voltage in the shield, which, in turn, causes a current I_s to flow in the direction opposite to the flow in the power conductor. These two currents induce opposing voltages in the telephone loop.



000446

If the opposing voltages were equal, shielding would be perfect. In practice, shielding is most effective when the total resistance of the shield circuit (shield resistance and resistance to ground) is as small as possible. **It is important to ensure and maintain cable-sheath continuity and low resistance to ground.**

FIBER OPTIC DESIGN

Loss Calculation Worksheet

The following instructions describe how to fill out and use the "Loss Calculation Worksheet for Singlemode Fiber." A worksheet is shown after the instructions with the corresponding numbers. A blank loss calculation worksheet is provided on Page 5-22 for personal use.

(1) Enter the name of the Engineer.

SYSTEM DATA:

(2) Enter the location where the equipment originates. This is normally the Central Office; however, it can be a fiber hub or a regenerator site.

(3) Enter the location where the equipment terminates, normally the remote equipment carrier site.

(4) Enter the cable number.

(5) Enter the span length in kilometers. This is the distance between the originating location and the termination location.

(6) Enter the span length in miles. (Optional.)

(7) Enter the manufacturer's name of the multiplexer used.

(8) Enter the transmission rate (bit rate) of the multiplexer.

(9) Enter the wavelength of the multiplexer.

000447

Loss Calculation

1. Enter the system gain. This information is available from the multiplexer manufacturer. The system gain is loss allocated to the fiber cable and splices. Some equipment manufacturers give a transmitter output level and a receiver sensitivity instead of a system gain. The system gain can be calculated by subtracting the receiver sensitivity from the transmitter output level.
2. Enter the system margin. The loss, typically 3 dB, is to allow for equipment degradation due to aging over the life of the system. Consult the manufacturer's specifications for this number.
3. Enter an engineering allowance if appropriate. This allowance may be for future technology such as Wave Division Multiplexing or other engineering considerations.
4. Enter the wavelength variation. This item adds an additional loss to compensate for variations in the laser's wavelength over the length o' the fiber. To determine this loss, enter the fiber length in kilometers and multiply it by 0.1.
5. Enter the connector loss for the ST® type connectors. If ST connectors are used at the multiplexer and the fiber distribution shelf, enter the number of connections made and multiply them by 0.5. The number of connections is normally four, two at the Central Office and two at the remote carrier equipment enclosure. However, in a patch panel arrangement where fibers are extended to other locations, more connections will be made and must be accounted for.
    a. Enter the connector loss for the SC connectors. If SC connectors are used at the multiplexer and the fiber distribution shelf, enter the number of connections made and multiply them by 1. The number of connections is normally four, two at the Central Office and two at the remote carrier equipment enclosure. However, in a patch panel arrangement where fibers are extended to other locations, more connections will be made and must be accounted for.

000448

6. Enter the loss for the planned splices. The planned splices are the total of all of the splices from the placing drawings. This includes the splices made at the fiber distribution shelf to join the fiber cable to the pigtail. Multiply the total planned splices by 0.2 (the average loss per splice) to calculate the total loss.
7. Enter the loss allocated for maintenance splices. The number of maintenance splices allocated is generally a local decision based on a history of maintenance problems. If no local policy exists, then one maintenance splice per kilometer can be used. To calculate the loss for maintenance splices, multiply the length of the fiber cable in kilometers by 1 (the number of splices per kilometer) by 0.2 (the loss per splice).
8. Enter the maximum fiber loss. The maximum fiber loss is the loss available for the fiber cable after the calculated loss for all other items has been subtracted from the system gain. Add items 2 through 7 and subtract the answer from item 1.
9. Enter the span length, in kilometers, from the cable placing prints.
10. Enter the maximum loss per span. This is the calculated loss in dB/km for the fiber cable derived by dividing the maximum fiber loss (Number 8) by the span length (Number 9). This answer, expressed in decibels per kilometer, is used to select the fiber cable with the proper loss. The cable loss must fall at or below this figure.
11. This calculation can be used to determine the remaining loss available after the fiber cable loss has been chosen. In the calculation, Number 8 is multiplied by 0.35. This number (0.35) represents the loss for the selected fiber cable. If another fiber cable loss is chosen, such as a 0.4, then this number should be changed to reflect the one selected.

Dispersion Calculation

12. Enter the source spectral line width, in root mean square (RMS), of the transmitter as stated by the multiplexer manufacturer for the specified wavelength.

000449

13. Enter the chromatic dispersion of the fiber. This information is available from the fiber cable manufacturer and is expressed in picoseconds (ps) per nanometer (nm)—kilometer (km).

14. The end-to-end root mean square (RMS) pulse broadening is the total span length (Number 9) multiplied by the RMS source spectral line width (Number 12) multiplied by the chromatic dispersion of the fiber (Number 13) and the result divided by 1000.

15. Enter the maximum allowable RMS pulse broadening in nanoseconds (ns) as stated by the multiplexer manufacturer. This number must always be greater than the end-to-end RMS pulse broadening as calculated in Number 14 above.

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SINGLE MODE CABLE

LOSS CALCULATION WORKSHEET

ENGINEER 1 DATE _____

SYSTEM DATA

Originating Location 2 Termination Location 3

Cable Number 4 Span Length: Kilometers 5 Miles 6

Equipment Type 7 Transmission Rate 8 Wave Length 9

LOSS CALCULATION

1.	System Gain		_____ dB
2.	System Margin		_____ dB
3.	Engineering Allowance (5 to 7dB)		_____ dB
4.	Wavelength Variation	(km) ____X 0.1	_____ dB
5.	Connector Loss	(ST) ____X 1.0	_____ dB
		(SC) ____X 1.0	_____ dB
6.	Planned Splices	(n) ____X 0.2	_____ dB
7.	Repair Splices	(km) ____X 0.2	_____ dB
8.	Maximum Fiber Loss	1 - (2+3+4+5+6+7)	_____ dB
9.	Span Length		_____ km
10.	Maximum Loss Per Span	8 ÷ 9	_____ dB/km

11. To determine the loss available for additional splices at critical locations or patch panels substitute in the formula, assuming 0.35 dB/km cable

8 _____ - [8 _____ X 0.35) ÷ 10 _____] = _____ dB

DISPERSION CALCULATION (Systems operating above 500 Mb/s)

12. Source spectral line width (RMS) _____ nm
13. Chromatic Dispersion of fiber _____ ps/nm-km
14. End to End RMS pulse broadening

_____(9) km X _____ (12) X _____ (13) ÷ 1000 = _____ ns

15. Maximum allowable RMS pulse broadening _____ ns

000451

SINGLE MODE CABLE

LOSS CALCULATION WORKSHEET

ENGINEER _____ DATE _____

SYSTEM DATA

Originating Location _____ Termination Location _____

Cable Number_____ Span Length: Kilometers _____ Miles _____

Equipment Type _____ Transmission Rate _____ Wave Length ___

LOSS CALCULATION

1.	System Gain		dB
2.	System Margin		dB
3.	Engineering Allowance (5 to 7dB)		dB
4.	Wavelength Variation	(km) ____X 0.1	dB
5.	Connector Loss	(ST) ____X 1.0	dB
		(SC) ____X 1.0	dB
6.	Planned Splices	(n) ____X 0.2	dB
7.	Repair Splices	(km) ____X 0.2	dB
8.	Maximum Fiber Loss	1 - (2+3+4+5+6+7)	dB
9.	Span Length		km
10.	Maximum Loss Per Span	8 ÷ 9	dB/km

11. To determine the loss available for additional splices at critical locations or patch panels substitute in the formula, assuming 0.35 dB/km cable

8 - (8 X 0.35) ÷ 10) = _____ dB

DISPERSION CALCULATION (Systems operating above 500 Mb/s)

12.	Source spectral line width (RMS)	nm
13.	Chromatic Dispersion of fiber	ps/nm-km

14. End to End RMS pulse broadening

_____(9) km X _____ (12) X _____ (13) ÷ 1000 = _____ ns

15. Maximum allowable RMS pulse broadening _____ ns

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TRANSMISSION ON DIGITAL LOOP CARRIER (DLC) SYSTEMS

Transmission on Digital Loop Carrier (DLC) systems is covered in Section 13, "DIGITAL LOOP CARRIER SYSTEMS."

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BIBLIOGRAPHY

AT&T	Title
332-206-100	E6 Repeater
332-210-102	8A Coin Range Extender
500-112-100	Reference — Inductive Noise
500-114-100	Ringing Limitations
501-320-100	Electron Tubes 425A and 426A
501-375-100	Ringer Isolator (D180036 Kit of Parts)
501-375-101	28A Ringer Isolator
501-376-100	D18049 Kit of Parts
501-380-102	603A Ringing Extender
506-900-503	Coin Telephone Maintenance Check
626-020-007	Resistance of Cable Shields and Sheaths
626-XXX-XXX	Cable, Description and Use
643-XXX-XXX	Load Coil Cases
801-405-152	E6 Telephone Repeaters
855-351-101	Transmission and Outside Plant Design Features — T1
855-355-101	T1 Digital Line Transmission and Outside Plant Design Procedures
873-800-178	Fundamental Frequency Electromagnetic Shielding
902-115-101	Application of Resistance Design

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AT&T	Title
902-815-150	Bridge Lifters — Characteristics and Operation
902-815-151	Bridge Lifters — 1574-Type Inductors
902-815-153	4A11C Protector Unit Type — Mini-Bridge Lifter
915-710-110	SLC 96® Subscriber Loop Carrier System
Manual	
201-200-050	Distributing Frame Systems Products Manual
Training	
OE 1800	Basic Outside Plant Engineering
OE 1908	Outside Plant Fiber Optic Engineering

Refer to the following divisions for transmission topics not included in this handbook:

Division	Title
103	Transmission Test Equipment
300	Transmission Systems and Testing — Cross-Reference Lists
301	Transmission Performance Measurement Plans
302	Transmission Test Line Directories
304	Transmission Data

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Division	Title
309	Switched Services Networks
310	Nonswitched Special Services Systems
311	Switched Special Services Systems
312	Private Line Data Systems and Services
314	Digital and Analog Data Transmission Systems
318	Television Systems
320	Program Transmission Systems and Services
330	Cable and Open-Wire Testing and Trouble Location Methods
331	Transmission and Noise Testing, Central Office PBX Customer Lines and Equipment
333	Overall Signaling Arrangements and Testing
354	Frequency Generating Systems
355	K Carrier
356	J, K, and L Multiplex Terminals
357	Wire Entrance Links and Broadband Entrance Links and Interconnection
358	L1 Carrier
359	L3 and L4 Carrier
360	Maintenance Center Tests — L Carrier
361	Service Center Tests — N, O, and ON Carrier
362	N, O, and ON Carrier and Associated Equipment Components
363	Subscriber Pair Gain Systems

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Division	Title
365	Digital Transmission Systems
371	Broadband Restoration
851	Special Services
852	Exchange Area Transmission
853	Toll Transmission
854	Telephone Repeaters
855	Carrier Engineering
857	Program and Television Engineering
859	Signal Transmission
870	Noise Engineering
873	Inductive Coordination
874	Supply Systems Data
876	Protection Practices
877	Corrosion Practices
880	Data Communications Engineering
886	Digital Data Systems

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Reference Manual for Telecommunications Engineering

SECOND EDITION

Roger L. Freeman



A WILEY-INTERSCIENCE PUBLICATION
John Wiley & Sons, Inc.
New York • Chichester • Brisbane • Toronto • Singapore

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8-3.2. Feeder and Distribution Plant

Figure 8-3 shows a feeder and distribution plant.

8-3.3. Serving Area Concept

The serving area concept is illustrated in Figure 8-4.

8-4. SUBSCRIBER LOOP DESIGN—NORTH AMERICAN PRACTICE

8-4.1. Resistance Design

8-4.1.1. Overview of Resistance Design

Resistance design is based upon establishing a resistance limit and applying the following rules for controlling the transmission loss:

1. Maximum conductor loop resistance of 1300 ohms (central office range permitting)
2. Load all loops over 18 kft
3. Limit bridged tap on nonloaded loops to 6 kft or less
4. Limit end section plus bridged tap on loaded loops to 15 kft or less
5. Use only 500-type sets (or equivalent) beyond 10 kft
6. Design load spacing deviations normally within ±120 ft
7. No bridged tap between load points
8. No loaded bridged tap

Application of the above resistance design rules permits a reasonable distribution of transmission loss and results in satisfactory transmission for all customers.
Extracted from *Engineering and Operations in the Bell System* [Ref. 4].

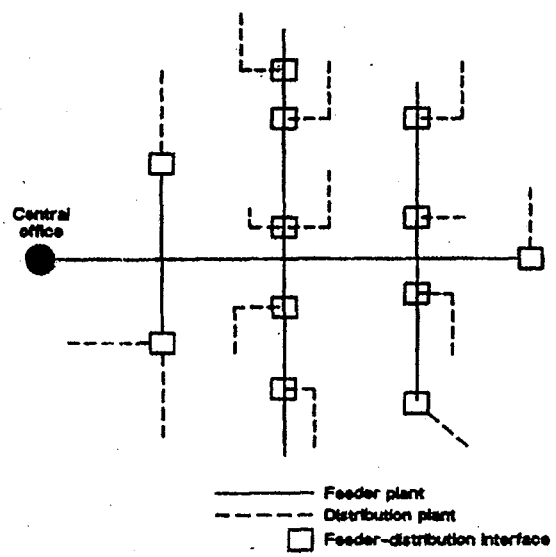


FIGURE 8-3. Feeder and distribution plant. (From Bellcore, *Telecommunications Transmission Engineering*, 3rd ed., Vol. 2, 1990, Figure 3-1 [Ref. 3].)

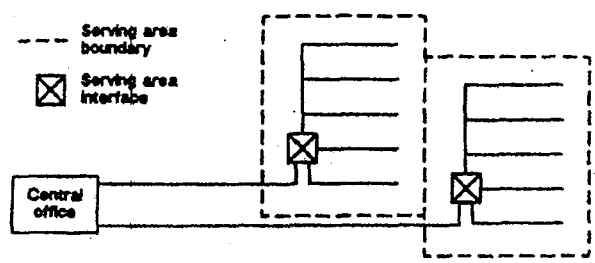


FIGURE 8-4. Serving area concept. (From Bellcore, *Telecommunications Transmission Engineering*, 3rd ed., Vol. 2, 1990, Figure 3-3 [Ref. 3].)

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facility. To maintain the necessary GOS, the noise level of the channel must be kept below 20 dBrnC.

7.14.6.2 Impulse Noise

In digital switches, impulse noise can come from defective circuit packs in the time-slot interchange, which cause bit errors. Impulse noise limits for switching offices are given in Table 7-8.

7.15 Loop Transmission — Design and Characterization

The loop between the demarcation point at the customer location and the end office is an important link in any telephone connection. Satisfactory design of the loop is as important to overall transmission performance as the design of a trunk or switch. Loss objectives for loops are not explicitly stated; instead, loop loss is controlled by the use of design rules.

Before 1980, almost all loops were designed according to resistance design (96 percent) or long-route design (3 percent). The success of DLC made possible a third design plan, the carrier serving area concept. Fundamental to all three plans is the notion that designing loop facilities on an individual basis would be prohibitively expensive and extremely difficult to administer. Instead, loops are laid out on a global basis through rules designed to help ensure the following:

1. No loop exceeds the office signaling range
2. All customers receive at least 20 mA of loop current into an assumed station resistance of 430 Ω
3. The distribution of loop transmission losses is satisfactory.

7.15.1 Revised Resistance Design

Revised Resistance Design (RRD) is the current, urban/suburban design plan replacing resistance design. RRD rules apply to loops with resistance of 1500 Ω or less and length of 24 kft or less. RRD is an outside-plant design that is consistent, economical, operationally simple, and most importantly, capable of providing improved loop transmission performance.

The major differences between this plan and resistance design are that RRD allows a higher, maximum loop resistance for loaded loops (1500 Ω instead of 1300, central office range permitting) and reduces the amount of bridged-tap allowed. The maximum length of 18 kft for nonloaded loops is the same in both plans, except that in RRD the maximum length includes the length of any bridged-tap. The rule changes result in transmission improvements and outside-plant savings. Under some circumstances, the RRD plan reduces dc signaling margins because of the

increase in maximum loaded-loop resistance to 1500 Ω. However, few modern switches have loop ranges below 1600 Ω. Table 7-11 summarizes the RRD plan rules.

7.15.2 Modified Long-Route Design

Loops longer than 24 kft, typically found in rural areas, are designed using DLC as first choice, or Modified Long-Route Design (MLRD). MLRD, also summarized in Table 7-11, was introduced in 1980 to provide for loops range-extended on a per-line basis. Under this plan, the 1500- to 2000-Ω range is designated as Resistance Zone 18 (RZ 18) with additional gain (3 dB) required. The 2000- to 2800-Ω range (RZ 28) requires 6 dB of gain.

When a wire center is totally equipped with newer range extenders (which automatically switch their net-gain settings from 3 to 6 dB, as required), it is not necessary to maintain and administer separate transmission zones in that wire center. Therefore, all loops under MLRD can be considered to be in a single range-extended zone. However, some companies that administer ringing range limitations by zone or have a large number of older range-extension circuits may still use RZ 18 and RZ 28 zoning.

MLRD is not limited to long rural loops and can be applied anywhere it is economically justified. While existing loops need not be rebuilt to conform to the new plan, the gain application rules indicated here are used for new loop designs that utilize existing cable.

7.15.3 Concentrated Range Extender with Gain

Some analog electronic wire centers use Concentrated Range Extender with Gain (CREG) design. This plan allows increased use of fine-gauge facilities in the outside plant by providing repeaters, each associated with a stage of switching concentration. The CREG design is compatible with the loading arrangements in both the RRD and MLRD plans.

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Table 7-11. Loop Design Plans

Design Parameter	Carrier Serving Area	Revised Resistance Design	Modified Long-Route Design
Loop Resistance (W)[a]	N/A (limited by loss)	0-18 kft: 1300 max. 18-24 kft: 1500 max.	1501-2800
Loading	None[b]	Full H88 > 18 kft	Full H88
Cable Gauging	Two gauges, except stubs and fuse cables (max. lengths including BT): •24-, 22-, and/or 19-gauge: 12 kft •26-gauge: 9 kft[c]	Two-gauge combinations (22-, 24-, 26-gauge) preferred	
Bridged Tap (BT) and End Section (ES)	Total BT 2.5 kft max. No single BT > 2 kft	Nonloaded cable & BT: 18 kft max. Total BT: 6 kft max.	ES & BT: 3 to 12 kft
		Loaded: ES & BT, 3 to 12 kft	
Transmission Limitations	None; supports ISDN DSL, 56-kb data, and "despecialized" special services	Compatible with ISDN DSL. No digital services > 18 kft.	No digital services. Needs range extender with gain if > 1500 W.

a. Includes (only) the resistances of the cable and loading coils.

b. At least one exchange carrier uses an "extended Carrier Serving Area (CSA)" in some rural areas. This variant allows loading but does not accommodate digital services.

c. Multigauge designs incorporating 26 gauge are restricted in total length to 12 - [3L26/9-BT] kft, where L26 is the total length of the 26-gauge and BT is the sum of bridged taps of all gauges.

7.15.4 Performance of RRD and MLRD Loops

The RRD and MLRD plans employ similar loading schemes, have the same end-section and bridged-tap rules, and are compatible with any combination of cable gauges. These plans offer improved transmission performance over older plans and give approximately the same minimum loop ratings, that is, TOLR and ROLR (see Section 7.4.1).

Figure 7-23 shows the TOLR and ROLR for maximum-loss RRD loops as a function of loop length. The figure applies in the worst case with maximum cable resistance, bridged-tap, and end section. Dashed lines show the design limit objectives for TOLR and ROLR. The RRD plan results in improved ratings over the resistance design plan in the 12- to 18-kft region (where maximum loss occurs) and comes

closer to meeting the design limit objectives in this zone. Performance offered by the long-route design on MLRD plans differs primarily in the 1500- to 1600-Ω resistance range where the MLRD plan provides gain, resulting in better performance.

7.15.5 The Carrier Serving Area Concept

The evolution to a network that can readily provide digital services via loop facilities led to the Carrier Serving Area (CSA) concept. A CSA is an area that is or may be served by DLC. DLC may be either stand-alone (UDLC) or integrated into the end office switch (IDLC). All loops within a CSA are nonloaded. They are capable of providing on a nondesigned-basis conventional, voice-grade message service; digital data service up to 64 kbps; Digital Subscriber Lines (DSLs) for ISDN; and most locally switched, 2-wire, voice-grade special services. Ordinary channels (pair-gain pairs) on the DLC system have a loss of 2 dB or less, thus allowing for attenuation in the physical cable within the CSA. Loop length in the CSA is limited by attenuation, not by dc resistance. Bridged-tap lengths are controlled to preserve capability for high-speed, digital operation. CSA design is now used for most loop growth.

The CSA design plan is summarized in Table 7-11. The table indicates that within the CSA the maximum allowable loop length involving 26-gauge cable is dependent on the length of bridged-tap. This dependency is illustrated in Figure 7-24.

7.15.6 Digital Subscriber Line

The DSL for ISDN Basic Rate Access (BRA) transmits 160 kbps in both directions simultaneously on a nonloaded cable pair. The DSL is intended to operate with cable loss of up to 42 dB at 40 kHz. To minimize crosstalk between DSLs in the same cable binder group, the signal is recoded into 2 Binary 1 Quaternary (2B1Q) form, that is, two binary pulses become one quaternary pulse on the line (see Section 12). Almost all loops designed to resistance design criteria, whether RRD or its predecessors, will transmit a DSL signal out to 18 kft. The customer provides a Network Termination 1 (NT1) device on the customer side of the demarcation point to operate into the DSL transceiver in the central office. With suitable channel units, a DSL can be extended out to a CSA on DLC facilities.

Other emerging loop technologies are Fiber in the Loop (FITL) and High Bit-Rate Digital Subscriber Line (HDSL). These are discussed in Section 12.

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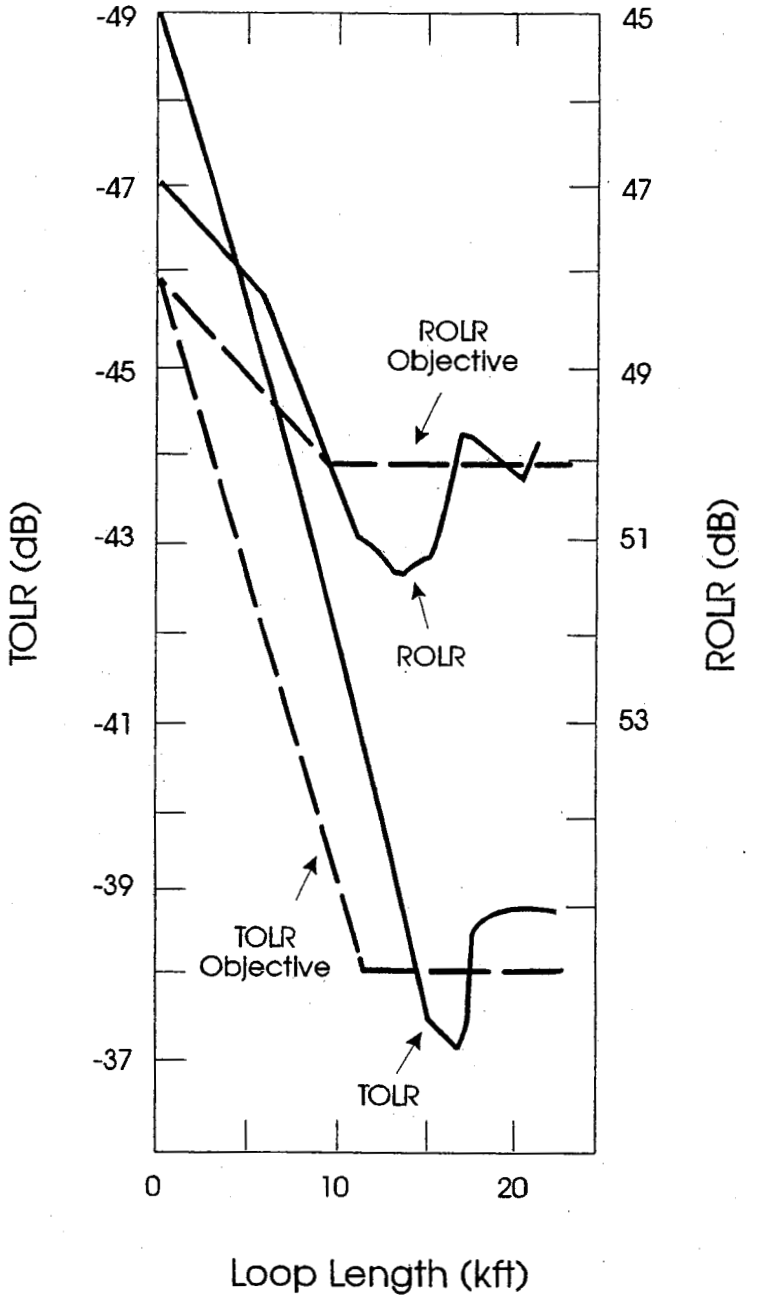
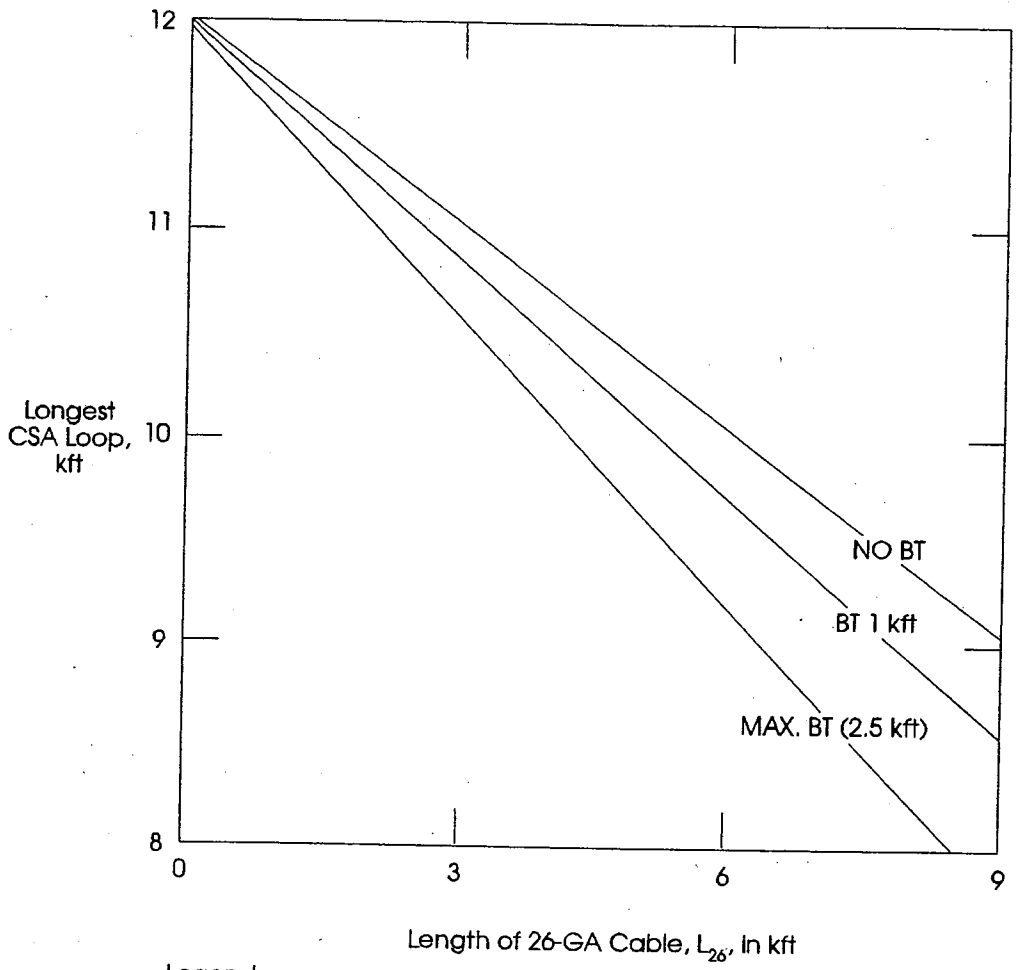


Figure 7-23. Objective Loudness Ratings — RRD

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Legend:

BT = Bridged Tap
CSA = Carrier Serving Area
GA = Gauge

Length of 26-GA Cable, L_{26}, In kft

Figure 7-24. Maximum Length of CSA Loop

12. Distribution

12.1 Introduction

The distribution network is the part of the overall telephone network that connects the switched and interoffice networks with individual customers. An integral part of the distribution network is the loop, which connects the customer to the local Central Office (CO), thus providing access to the interoffice network.

12.1.1 Feeder and Distribution Plants

The distribution network is divided into two major parts: feeder and distribution plants. Figure 12-1 shows a simplified schematic representation of the feeder route, its branch or subsidiary feeder routes, and distribution routes.

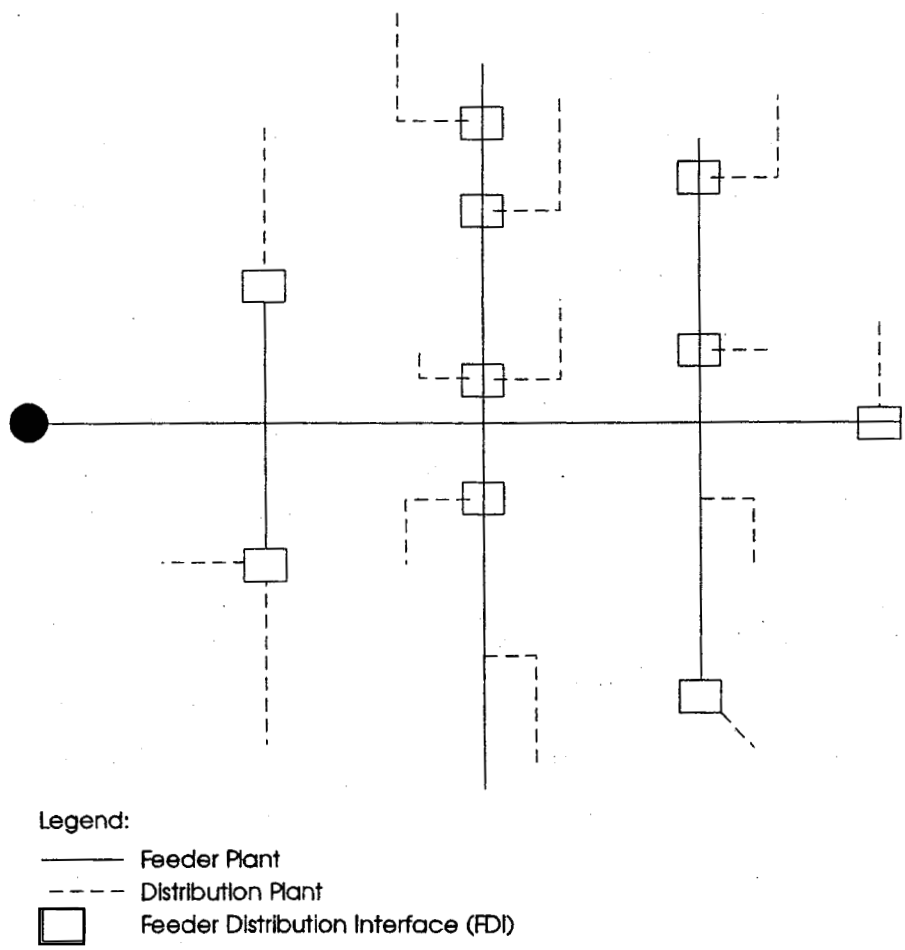


Figure 12-1. Feeder and Distribution Plants

12.1.1.1 Feeder Plant

The feeder portion of the present LEC network is composed of fiber-optic cables, various gauges of copper cables, T1-carrier lines, and radio. It can transport analog and digital signals that are multiplexed together to derive high bit rates, which characterize the modern feeder network. Analog-to-digital conversion is achieved through Digital Loop Carrier (DLC) systems, described in detail in Sections 12.6 and 12.7, which are also the first step in the multiplexing process. Both the DLC and multiplexer systems are strategically placed in proximity to the Feeder Distribution Interface (FDI).

The cable pair or channel capacity of the feeder plant decreases (tapers) as its distance from the local central office increases. As the feeder distributes facilities along the way between the local central office and the customers, the cable pair capacity decreases. The feeder routes provide large numbers of cable pairs or channels from the central office to strategic remote locations called serving areas, part of the Serving Area Concept (SAC). These serving areas include cross-connect points in the network between the feeder plant and the distribution plant, at the FDI.

To meet future service needs, sections of the feeder plant are designed to be augmented periodically. Typical relief time periods for feeder plants vary between 4 and 15 years, depending on individual company needs and practices. Local geography and customer or facilities locations determine the placement of feeder routes, including below-ground or aerial facilities. Many feeder routes parallel major traffic highways. Multiple connecting subfeeders, or branch feeder routes, are derived from a relatively small number of main feeder routes leaving a local central office. Because of the high number of cables involved, and the need for periodic addition of cables, most below-ground feeder plants are in underground conduit structures for ease of placement and replacement.

12.1.1.2 Distribution Plant

The distribution plant consists of small cables/systems that cross-connect the feeder plant to the customer. This plant is designed to meet the greatest expected customer demand in an area for the life of the plant. In the distribution facilities, copper cables of 26, 24, 22 (and rarely 19) gauge predominate. Distribution network design requires more distribution pairs than feeder pairs; distribution networks contain more distribution cables than feeder cables. Most distribution plants include either direct-buried or aerial cable, with the ultimate needs installed initially.

12.1.2 Multiple, Dedicated, and Interfaced Plant

Distribution plant design treats loops on an aggregate instead of an individual basis, so large composite cross-sections of facilities are designed with similar transmission characteristics. This simplifies distribution network design, especially when several gauges of cable are used.

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The major distribution network designs that have been used by the LECs include multiple, dedicated, and interfaced plant. Carrier Serving Area (CSA) design is discussed later in this section.

Multiple plant design extended the number of customers that could be served by a feeder pair through multipling (splicing two or more distribution pairs to a single feeder pair). This procedure has the advantage of providing flexibility to accommodate future assignments by providing multiple appearances of the same loop pair at several distribution points. However, adding new feeder cables causes line and station transfers and cable-pair transfers to relieve the distribution cables. Multiple plant design was largely replaced by dedicated plant design because of the labor intensity of adding to or changing existing plant and customer demands to convert from multiple-party line to single-party line service.

Dedicated plant provides a permanently assigned cable pair from the central office Main Distributing Frame (MDF) to each customer. Dedicated plant largely eliminates expensive transfers of lines, stations, and cable pairs. Because of customer demand for additional service, the use of dedicated plant design for new construction has, in turn, been generally superseded by interfaced plant.

Interfaced plant uses a manual cross-connect and demarcation point, the FDI, between the feeder plant and distribution plant. The cross-connect, or interface, allows any feeder pair to be connected to any distribution pair. This increases flexibility and reduces outside plant deployment and labor costs. Compared to both multiple and dedicated plant, interfaced plant provides greater flexibility in the network and represents the present conventional (metallic pair) distribution plant design philosophy.

12.1.3 Distribution Network Design

To help achieve acceptable transmission in the distribution network, design rules are used to control loop transmission performance. Loops are designed on a global basis to guarantee that loop transmission loss is statistically distributed and that no single loop in the distribution network exceeds the signaling range of the central office.

Prior to 1980, loops were usually designed using one of the following design plans: Resistance Design (RD), Long-Route Design (LRD), or Unigauge Design (UG). The most common current design plans applied only on a forward-going basis (retroactive redesign is not generally deployed) are the following: Revised Resistance Design (RRD), Modified Long-Route Design (MLRD), and Concentrated Range Extender with Gain (CREG).[1]

RRD guidelines recommend that loops 18 kft in length or less, including bridged-tap[2], should be nonloaded and have loop resistances of 1300 Ω or less; loops 18 kft

1. See Section 7, "Transmission", for additional information regarding the design rules for these plans.

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to 24 kft in length (including bridged-tap) should be loaded and have loop resistances less than or equal to 1500 Ω; loops longer than 24 kft should be implemented using Digital Loop Carrier (DLC) as first choice, or by CREG or MLRD as second choices.

RRD limits bridged-tap to less than 6 kft for nonloaded cable. For loaded cable, the end section plus bridged-tap must be greater than 3 kft but less than 12 kft.

MLRD applies to the design of loops having loop resistances greater than 1500 Ω but less than or equal to 2800 Ω. All cables should be loaded, and MLRD recommends that two cable gauges be used along with the required range extension and gain. The bridged-tap and end-section requirements are compatible with RRD for loaded cable.

The CREG plan allows for increased use of finer gauge cable facilities by providing a repeater behind a stage of switching concentration in the central office. In this way, the range-extension circuitry is shared rather than dedicated in each loop. CREG design applies to loops having loop resistances of 0 to 2800 Ω. Its loading, bridged-tap, and end-section requirements are compatible with RRD and MLRD, unlike the UG plan that it replaces.

Current design plans offer improved transmission performance over the old plans, while all plans provide approximately the same minimum loop transmission loudness ratings.

12.1.4 Carrier Serving Areas

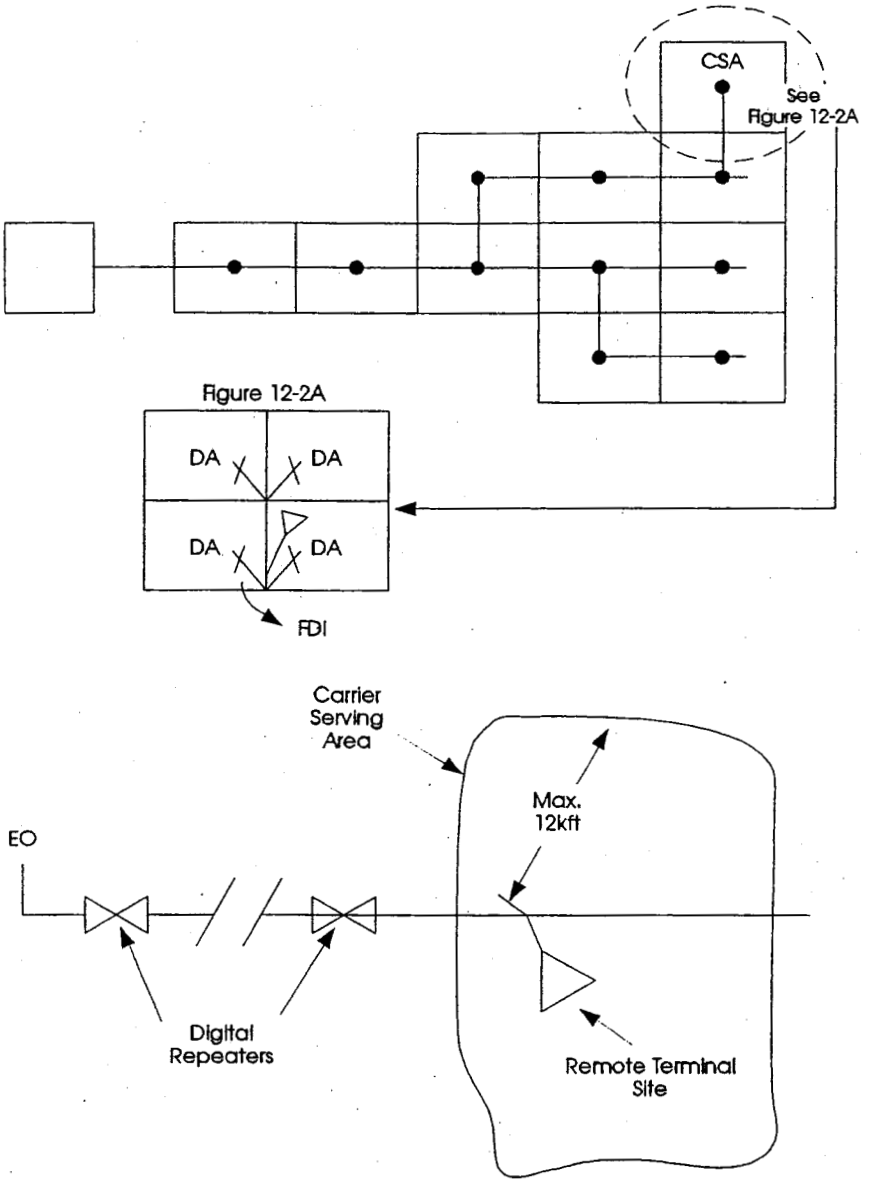
The evolution of the network that can provide digital services using distribution plant facilities has led to the development of the CSA concept. A CSA is a geographical area that is, or could be served by, a DLC from a single remote terminal site and within which all loops, without any conditioning or design, are capable of providing conventional voice-grade message service, digital data service up to 64 kbps, and some 2-wire, locally switched voice-grade special services (see Figure 12-2). The maximum loop length in a CSA is 12 kft for 19-, 22-, or 24-gauge cables and 9 kft for 26-gauge cables. These lengths include any bridged-tap that may be present. The maximum allowable bridged-tap is 2.5 kft, with no single bridged-tap longer than 2.0 kft. All CSA loops must be unloaded and should not consist of more than two gauges of cable.

The area around the serving central office within a distance of 9 kft for 26-gauge cable and 12 kft for 19-, 22-, and 24-gauge cables, although not a CSA, is compatible with the CSA concept in terms of achievable transmission performance and supported services.

In addition to the CSA concept, the LECs also use the Serving Area Concept described above.

2. A bridged-tap is any branch or extension of a cable pair beyond the point where it is used and in which no direct current flows when a station set is connected to the pair in use.

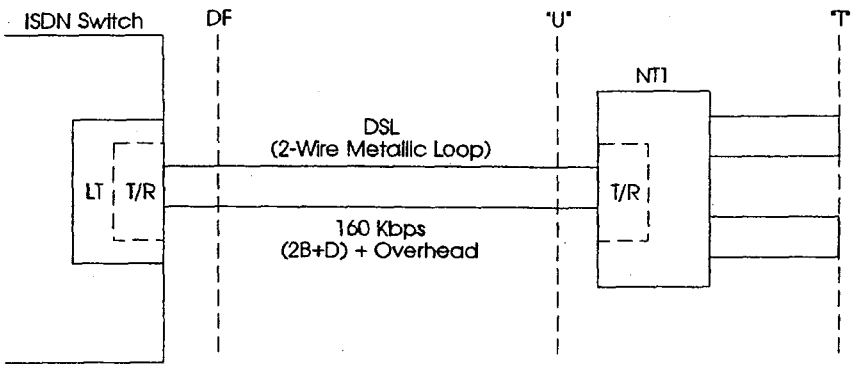
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Legend:

CSA	=	Carrier Serving Area
DA	=	Distribution Area
EO	=	End Office
FDI	=	Feeder Distribution Interface

Figure 12-2. Carrier Serving Areas



Legend:

DF	=	Distribution Frame
DSL	=	Digital Subscriber Line
LT	=	Line Termination
NT1	=	Network Termination 1
"T"	=	"T" Reference Point (4-wire)
T/R	=	DSL Transceiver
"U"	=	"U" Reference Point (2-wire)
B	=	64 kbps
D	=	16 kbps

Figure 12-23. ISDN Basic Rate Access Configuration

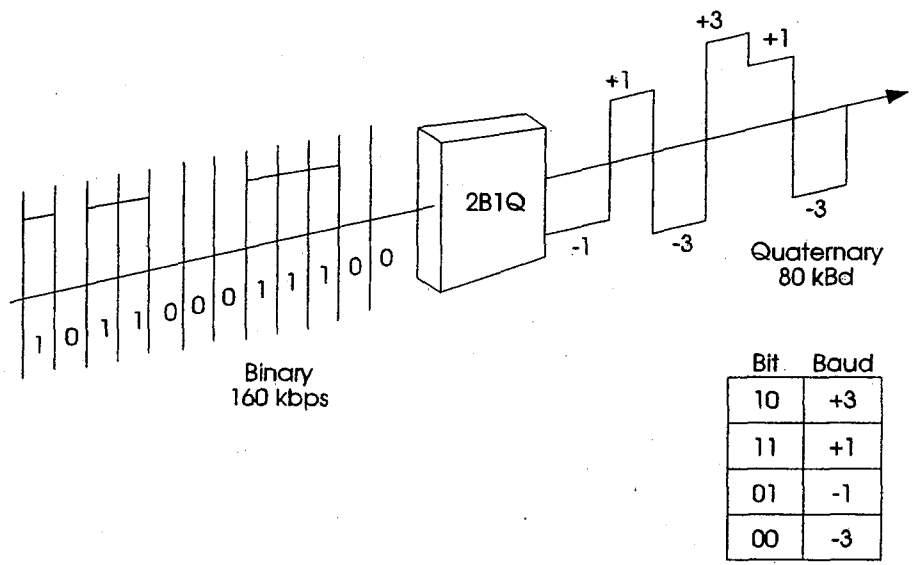
12.9.1.1 Digital Subscriber Lines

The DSL consists of a master digital transmitter/receiver (transceiver) and a slave digital transceiver, connected by a 2-wire metallic loop. Timing and control information are provided by the master to the slave. The DSL uses the Echo Cancelers with Hybrid (ECH) principle to provide full-duplex signal transmission over a 2-wire nonloaded loop. The echo canceler technique is used to remove echoes of the transmitted signal that have mixed with the received signal. The echoes are reflections of the transmitted signal from discontinuities, such as bridged-taps and gauge changes, or from line impedance mismatches and transformer hybrid leakage. This permits a weakly received signal to be accurately detected and provides the means for avoiding the use of separate pairs of wires for each direction of transmission.

Once the transceivers are powered and joined by a 2-wire loop, they establish communications automatically without field adjustments. These transceivers operate over metallic nonloaded loops originally installed for voice-frequency transmission. These loops do not require plant conditioning or pair selection. They may be aerial, buried, or underground cables with a variety of gauges, pair counts, splices, and bridged-taps. The DSL system is intended to operate on nearly all nonloaded loops 18 kft or less in length and meeting 1300 Ω resistance design rules, based on results of the 1983 loop survey described earlier in this section.

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The maximum signal power loss (at a frequency of 40 kHz) is about 42 dB. The DSL uses a 4-level Pulse-Amplitude Modulation (PAM) code without redundancy. This line code is commonly referred to as 2B1Q (2 Binary, 1 Quaternary). Figure 12-24 illustrates the quaternary symbols and the 2B1Q line code. The average power of a 2B1Q transmitted signal is between 13.0 and 14.0 dBm over a frequency band from 0 Hz to 80 kHz, with a nominal peak of the largest pulse being 2.5V. As discussed earlier, the DSL binary information rate is 160 kbps, but the baud rate on the line is 80 kBd ±5 parts per million.



Bit	Baud
10	+3
11	+1
01	-1
00	-3

Figure 12-24. DSL Line Code — 2B1Q

12.9.1.2 Access Architectures

Digital transceivers are embedded in equipment that provides for functions such as powering and network operations support. The master transceiver is in the Line Termination (LT) located in the local switch, and the slave transceiver is in the Network Termination (NT) located at the customer's end. The term NT refers to network termination functions whether it is an NT1, as shown in Figure 12-23, and/or an NT2 or any other equipment. The NT terminates the DSL on the customer side of the interface shown on Figure 12-23. TR-NWT-000397, *ISDN Basic Access Transport System Requirements*, specifies the ISDN BRA transport system generic requirements. These requirements include provision for *sealing current* on the 2-wire loop, in-service digital error-performance monitoring, metallic and digital testing features, an EOC for LT-NT communications, and interfaces to support systems.

Figure 12-23 also shows the location of the interface of the access line with the NT, which is commonly called the "U" interface point. A standard electrical interface has been internationally established at the "T" reference point. The "T" reference

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL Filed: February 13, 2007

TREVISO BAY DEVELOPMENT, LLC'S RESPONSES TO STAFF'S THIRD SET OF INTERROGATORIES TO TREVISO BAY DEVELOPMENT, LLC

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.280(b), 1.340, and 1.350, Florida Rules of Civil Procedure, by and through undersigned counsel, Treviso Bay Development, LLC ("Respondent") hereby submits the following responses to Staff's Third Set of Interrogatories (No. 12) to Treviso Bay Development, LLC, which were served on Respondent electronically on February 7, 2007.

Interrogatory	Prepared by	Title
12	Don J. Wood	Principal Wood & Wood

RESPONSES TO INTERROGATORIES

12. Referring to Treviso Bay's response to Staff's Second Request for Production of Documents, No. 9, please identify by page(s) where within these documents support can be found for the claim that "several of the assumptions regarding materials prices and expenses appear to be higher than those previously approved by the Commission," and specifically which items contained in Embarq's analysis.

Response:

While Embarq's analysis is not accompanied by the level of documentation normally provided with a cost study submitted to the Commission, it is Mr. Wood's belief, based on the limited

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information provided, that the following pages of Order No. PSC-99-0068-FOF-TP provide support for a conclusion that "several of the assumptions regarding material prices and expenses appear higher than those previously approved by the Commission:"

pp. 140-163, related to total material costs for fiber and copper cables;

pp. 169-170, related to NID investment; and

pp. 225-227, related to expense-to-investment ratios.

Respectfully submitted this 13th day of February, 2007.

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Attorneys for Treviso Bay Development, LLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail and U.S. Mail on this 13th day of February, 2007, to the following:

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CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 6
Company/ FPSC Staff
Witness: Treviso Beg Conf. Responses to Staff Discovery
Date: 02/14/07

EXHIBIT NO. 6

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Treviso Bay

DESCRIPTION:

Composite of Treviso Bay's CONFIDENTIAL Responses to Staff Discovery and Data Request

a. Treviso Bay's CONFIDENTIAL responses to Staff Data Request # TB1

b. Treviso Bay's CONFIDENTIAL responses to Staff's First Request for Production of Documents

PROFFERING PARTY: Staff

I.D. # Stip-6

EXHIBIT NO. 7

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Treviso Bay

DESCRIPTION:

Composite of Treviso Bay's Responses to Embarq's Discovery

a. Treviso Bay's Responses to Embarq's First Set of Interrogatories (Nos. 1 - 4) and First Request for Production of Documents (Nos. 1 – 2)

b. Treviso Bay's Responses to Embarq's Second Set of Interrogatories (No. 5) and Second Request for Production of Documents (No. 3)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 7
Company/ Witness: Embarq Discovery to Treviso Bay
Date: 02/14/07

PROFFERING PARTY: Staff

I.D. # Stip-7

BEFORE THE PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL Served: January 30, 2007

TREVISO BAY DEVELOPMENT, LLC'S RESPONSES TO EMBARQ FLORIDA, INC.'S FIRST SET OF INTERROGATORIES TO TREVISO BAY DEVELOPMENT, LLC AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO TREVISO BAY DEVELOPMENT, LLC

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.280(b), 1.340, and 1.350, Florida Rules of Civil Procedure, by and through the undersigned counsel, Treviso Bay Development, LLC ("Respondent") hereby submits the following responses to Embarq Florida, Inc.'s First Set of Interrogatories to Treviso Bay Development, LLC and First Request for Production of Documents to Treviso Bay Development, LLC, which were served on Respondent electronically on January 25, 2007.

Interrogatory	Prepared By	Title
1-2	Sanjay Kuttemperoor	Vice President of Treviso Bay Development, LLC
3-4	Don J. Wood	Principal, Wood & Wood

2007 JAN 31 PM 12:15
DIVISION OF
COMPETITIVE SERVICES

INTERROGATORIES

1. **Referencing the Bulk Cable Television Service and Easement Agreement you provided in response to Staff Data Request No. 5, section 2.1.2, please identify any "telecommunications services" Treviso Bay understands Comcast will offer pursuant to this section of the agreement.**

Response: The Bulk Cable Television Service and Easement Agreement Respondent specifies the contemplated services. Such agreement provides Time Warner Cable (now Comcast) with the exclusive right only to offer video and data services at Treviso Bay. Time Warner Cable/Comcast does not have an exclusive right to offer any telephone services at Treviso Bay, and such agreement does not provide Comcast with any exclusive right to offer phone service at Treviso Bay. Respondent's understanding of such agreement is that Time Warner Cable/Comcast will be providing video and data services under such agreement to Treviso Bay and such other "entertainment, data, and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to resident" of Treviso Bay. Such election of other services presumably would be driven by the market and the competitive forces with such market. Respondent is unaware of what "telecommunication services", if any, Time Warner Cable/Comcast may offer at Treviso Bay, but does note that Comcast has stated that Comcast's digital phone service may be available to residents of Treviso Bay once a certificate of occupancy for each such residences is issued, and provided the owner of such residence requests such product from Comcast.

2. **Identify any other developments in Florida where Treviso Bay Development, LLC, V.K. Development Corporation or any affiliated companies has entered into a contract with a cable company or other provider for the provision of one or more of the following services; voice telephony service, video service or high speed data service. For each development provide**

a. **The name and location of the development.**

b. **The nature of the agreement – e.g., exclusive agreement, bulk bill agreement, marketing agreement, etc.**

c. **The services covered by the agreement.**

d. **The name of the cable company or other provider.**

e. **The date on which construction began in the development.**

f. **The number of units in the development.**

Response: The development at Treviso Bay is the first and only development in Florida being developed by Respondent, V.K. Development Corporation or any

000479

of their affiliated companies, and is the only development in Florida in which Respondent, V.K. Development Corporation, or any of their affiliated companies has entered into a contract with a cable company or other provider for video and data service.

3. **For Treviso Bay's witness, Don Wood, please state any person or entity that is participating in the compensation of Mr. Wood for his participation in this proceeding.**

Response: Treviso Bay is the only person/entity compensating Mr. Wood for his participation in this proceeding.

4. **Is Mr. Wood providing services to any other person or entity on matters related to section 364.025, F.S., or the carrier of last resort obligation imposed on incumbent local exchange carriers in Florida? If so, please identify such person or entity and the matter involved.**

Response: No.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. **Please provide the agreements for the developments identified in Treviso Bay's Response to Embarq's Interrogatory No. 2.**

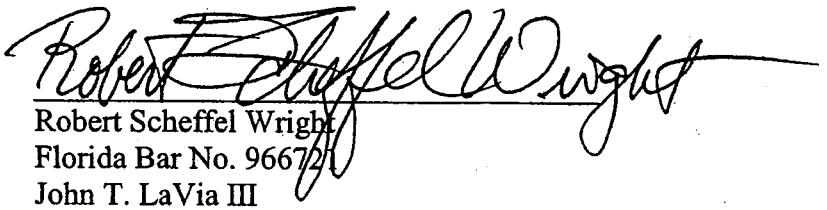
Response: As stated, other than the agreement between Respondent and Time Warner Cable/Comcast relating to Treviso Bay, neither Respondent, V.K. Development Corporation, nor any affiliated company has entered into any such agreements as referenced in Embarq's Interrogatory No. 2, and therefore there are no documents responsive to this production request.

2. **Please provide copies of all documents, including e-mails or other communications, related to the December 1, 2006 letter attached as Exhibit B to Treviso Bay's Response (filed in the docket on December 5, 2006) from Comcast's Nikki Mello to Sanjay Kuttemperoor, including any documents, e-mails or other communications internal to Treviso Bay and VK Development Corp. or between Treviso Bay or VK Development Corp. and Comcast.**

Response: Please see the attached copies of the e-mail and regular mail correspondence attached relating to the December 1, 2006, letter referenced above.

000480

Dated this 30th day of January, 2007.



Robert Scheffel Wright
Florida Bar No. 966721
John T. LaVia III
Florida Bar No. 0853666
Young van Assenderp, P.A.
225 South Adams Street, Suite 200
Tallahassee, Florida 32301
(850) 222-7206 Telephone
(850) 561-6834 Facsimile
swright@yvlaw.net

Attorneys for Treviso Bay Development, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail and U.S. Mail on this 30th day of January, 2007, to the following:

Beth Salak
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
bsalak@psc.state.fl.us

Patrick K. Wiggins, Esquire
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
pwiggins@psc.state.fl.us

Rick Moses
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
rmoses@psc.state.fl.us

Jason Fudge, Esquire
Florida Public Service Commission
2540 Shumard Oak Boulevard
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jfudge@psc.state.fl.us

Susan S. Masterton, Esquire
Embarq
1313 Blair Stone Road
Tallahassee, Florida 32301
susan.masterton@embarq.com

Attorney

000482

Chris Cramer

From: Chris Cramer [ccramer@vkdevelopment.com]
Sent: Friday, December 01, 2006 8:11 AM
To: 'sanjay@vkdevelopment.com'
Subject: RE: Embarq

No. I cannot get a hold of her yet. The number in the file is correct, but not the extension. The auto directory on the phone doesn't have her name in it. Phil gave me Mark Cooks number. He left me a message that he called Nikki and asked her to call me. I will call Mark again and ask for her extension. Do you have a different number or extension for her? The extension I have is #79861.

Christopher W. Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----
From: sanjay@vkdevelopment.com [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, November 30, 2006 5:13 PM
To: Chris Cramer
Subject: Re: Embarq

Did you talk with Nikki from time warner

Chris Cramer

From: Chris Cramer [ccramer@vkdevelopment.com]
Sent: Friday, December 01, 2006 8:58 AM
To: 'Sanjay Kuttemperoor'
Subject: RE: Embarq

I just spoke with Nikki. I have her new numbers now

Redacted - Attorney Work Product, Attorney-Client Communication

Have you had a chance to review the draft response yet?

Christopher W. Cramer, Esq
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 8:51 AM
To: 'Chris Cramer'
Subject: RE: Embarq

Nikki is calling you now.

Sanjay Kuttemperoor, Esq
19275 W Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Chris Cramer [ccramer@vkdevelopment.com]
Sent: Friday, December 01, 2006 12:39 PM
To: 'Mello, Nikki'
Subject: RE: Comast Cable

That's fine Thanks.

Christopher W Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki_mello@cable.comcast.com]
Sent: Friday, December 01, 2006 12:34 PM
To: Chris Cramer
Subject: RE: Comast Cable

I'll fax one. I can't email because I don't have a scanner. OK?

Nikki

From: Chris Cramer [mailto:ccramer@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:31 PM
To: Mello, Nikki
Subject: RE: Comast Cable

Can you scan and email or fax a signed copy? Thanks

Christopher W. Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki_mello@cable.comcast.com]
Sent: Friday, December 01, 2006 12:20 PM
To: Chris Cramer
Subject: RE: Comast Cable

Absolutely. I'm sending it out today Thanx, Nikki

From: Chris Cramer [mailto:ccramer@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:16 PM
To: Mello, Nikki

Subject: RE: Comast Cable

Thanks Nikki. I think it might work My only concern on the letter is that it states that the service may be provided in the future, although it is a year or more out. In any event, I have sent a copy to Sanjay for review along with my response to the petition I will let you know if he would like any changes In the meantime, could you send me a signed copy of the letter so I can attach it to the response when we are ready to go? Thanks

Christopher W Cramer, Esq
Corporate Counsel
VK Development Corporation
19275 W Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki_mello@cable.comcast.com]
Sent: Friday, December 01, 2006 11:30 AM
To: ccramer@vkdevelopment.com
Subject: Comast Cable

Here's a letter I put together in response to Sanjay's request for bulk phone service to Treviso Bay Let me know if you need anything else

Nikki Mello, Account Executive
Comcast Cable
301 Tower Road
Naples, FL 34113
Collier 732-3848
Lee 432-1848
Fax 793-9646

Nikki Mello
Commercial Development

239-455-2363
Extension 1379861

Comcast

December 1, 2006

Sanjay Kuttemperoor
VK Development
19275 W Capitol Dr.
Brookfield, WI 53045

Dear Sanjay:

In response to your request for a bulk phone product I am sorry to inform you that Comcast does not currently offer a bulk phone option in this market We only just recently launched our Comcast Digital Voice product to some of our Lee and Collier County customers and are still in the testing stages to some others.

We're very excited to have this new product to share with our customers and offer on an individually billed basis to your future residents should they choose to subscribe to it along with the video and High-Speed Internet service we will already be providing to them through our Bulk Agreement. As we build our cable infrastructure within Treviso Bay we hope that all of our newest products and services will be made available to your residents but since our Agreement does not include phone service and this product is still so new in our market I cannot guarantee that it will be available immediately to your residents as their homes receive their Certificate of Occupancies.

If you have any other questions or concerns please feel free to call me anytime. We look forward to a long and mutually beneficial partnership with Treviso Bay and VK Development. Thank you for doing business with Comcast Cable.

Sincerely,

Nikki Mello
Comcast Cable

1610 - 40th Terrace SW, Naples, Florida 34116 Tel 239-598-1104 Fax 239-455-2187

BEFORE THE PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)))))	Docket No. 060763-TL

TREVISO BAY DEVELOPMENT, LLC'S RESPONSES TO EMBARQ FLORIDA, INC.'S SECOND SET OF INTERROGATORIES TO TREVISO BAY DEVELOPMENT, LLC AND SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO TREVISO BAY DEVELOPMENT, LLC

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.280(b), 1.340, and 1.350, Florida Rules of Civil Procedure, by and through undersigned counsel, Treviso Bay Development, LLC ("Respondent") hereby submits the following responses to Embarq Florida, Inc.'s First Set of Interrogatories to Treviso Bay Development, LLC and First Request for Production of Documents to Treviso Bay Development, LLC, which were served on Respondent electronically on February 1, 2007.

Interrogatory	Prepared By	Title
5	Sanjay Kuttemperoor	Vice President of Treviso Bay Development, LLC

INTERROGATORIES

5. In reference to the Bulk Cable Television Service and Easement Agreement and the Cable Television and Communication Service Agreement with Time Warner provided in Treviso Bay's Response to Staff Data Request TB-1, Request No. 5, identify specifically the Comcast entity or entities that will assume the contract and/or the contractual obligations set forth in the agreement.

RESPONSE: To date, Respondent has not been officially informed by Comcast or Time Warner Cable, Inc. as to the assignment and assumption of the Bulk Cable Television Service and Easement Agreement and the Cable Television and Communication Service Agreement provided in Respondent's Response to Staff Data Request TB-1, Request No. 5, and therefore Respondent is unaware as to the specific Comcast entity or entities that will assume such contractual obligations. Notwithstanding the foregoing, Comcast has provided to Embarq and Respondent a proposed Protective Agreement relating to certain information to be provided under such Protective Agreement by Comcast to Embarq and/or to Respondent. In such Protective Agreement, Comcast identifies Comcast of the South, Inc. as the entity that is disclosing certain information on behalf of and relating to Comcast and the services provided by Comcast. Based upon such Protective Agreement, Respondent tentatively believes that Comcast of the South, Inc. will be assuming the obligations under the agreements referenced herein. Respondent further has attempted to contact Comcast to determine what entity will be assuming such contractual obligations. As of the filing of these responses, Respondent has not received such information from Comcast.

000489

DOCUMENT REQUESTS

3. **Please provide all documents, including e-mails or other communications, related to the assumption of the Time Warner Agreements by the Comcast entities identified in your Response to Embarq's Interrogatory No. 5.**

RESPONSE: Please see the answer to Interrogatory No. 5, above. As Respondent has not been officially notified of any assignment or assumption of Time Warner Cable, Inc.'s contractual obligations with and to Respondent, Respondent is not aware of any documents that are responsive to this request.

Dated this 6th day of February, 2007.

Robert Scheffel Wright

Robert Scheffel Wright
Florida Bar No. 966721
John T. LaVia III
Florida Bar No. 0853666
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225 South Adams Street, Suite 200
Tallahassee, Florida 32301
(850) 222-7206 Telephone
(850) 561-6834 Facsimile
swright@yvlaw.net

Attorneys for Respondent

000450

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail and U.S. Mail on this 6th day of February, 2007, to the following:

Beth Salak
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
bsalak@psc.state.fl.us

Patrick K. Wiggins, Esquire
Florida Public Service Commission
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pwiggins@psc.state.fl.us

Rick Moses
Florida Public Service Commission
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Tallahassee, FL 32399-0850
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jfudge@psc.state.fl.us

Susan S. Masterton, Esquire
Embarq
1313 Blair Stone Road
Tallahassee, Florida 32301
susan.masterton@embarq.com

Robert Scheffel Wright
Attorney

EXHIBIT NO. 8

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Comcast

DESCRIPTION: Affidavit of Comcast

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 8
Company/ Embarq
Witness: Affidavit of Comcast
Date: 02/14/07

PROFFERING PARTY: Staff

I.D. # Stip-8

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL Filed: February 7, 2007

AFFIDAVIT OF LARRY SCHWEBER OF NON-PARTY COMCAST OF THE SOUTH, INC.

STATE OF FLORIDA)
) ss:
COUNTY OF COLLIER)

BEFORE ME, the undersigned authority, personally appeared Larry Schweber, who, after being duly sworn, states:

1. My name is Larry Schweber and I am the Vice President and General Manager of Comcast of the South, Inc.'s operations in Collier County, Florida, an area that includes the proposed subdivision development of Treviso Bay that is at issue in this proceeding ("Treviso Bay"). Comcast's voice service is called Comcast Digital Voice. Comcast provides this service using Voice over Internet Protocol ("VoIP") technology. I am the person most knowledgeable concerning Comcast's ability to provide its Comcast Digital Voice product in Collier County, including at Treviso Bay. Nikki Mello, to whom Embarq issued a subpoena and document requests in this proceeding, indirectly reports to me.

2. Comcast has begun a nationwide rollout of its Comcast Digital Voice service, which uses VoIP technology, and currently provides such service throughout Collier County, Florida on a retail, customer-by-customer basis. Because the plans for the Treviso Bay development include broadband network facilities, Comcast can, and likely will, market its retail Comcast Digital Voice product to subscribers at the development once homes are constructed.

Comcast's ability to offer this service relies on its own network facilities being in place and Comcast will not be able to provide this service until they are. Once available, Comcast will provide its Digital Voice service only an individual, retail basis, and not on a "bulk" basis. A so called "bulk" basis is where the service provider individually negotiates a private contract with a developer or homeowner association and bills the association instead of the individual residents for the service.

3. Comcast does not provide Digital Voice service on a "bulk" basis to any customers in Collier County. To the extent an Internet search on a Comcast web site or call to Comcast's customer service line by inputting a customer zip code or address indicates that Comcast Digital Voice service is available in Collier County, that service is retail service and not bulk service.

4. At present, Comcast has no plans to offer Comcast Digital Voice service on a bulk basis to the Treviso Bay development. [redacted]

FURTHER AFFIANT SAYETH NOT.

LARRY SCHWEBER

Sworn to (or affirmed) and subscribed to before me under the pains and penalties of perjury by Larry Schweber on this 7TH day of February, 2007.

NOTARY PUBLIC

My Commission expires:

Notary Public State of Florida
Jane L Hamilton
My Commission DD445461
Expires 09/17/2009

(Check one)

☑ Personally known

☐ Or Produced identification

Type of identification produced _____

_____

MIAMI 697640 (2K)

AFFIDAVIT OF
COMCAST

CONFIDENTIAL portions of Affidavit of Larry Schweber of Non-Party Comcast of the South, Inc.

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 9
Company/ EMBARQ
Witness: Affidavit of Comcast
Date: 02/14/07

EXHIBIT NO. 10

DOCKET NO.: 060763-TL

WITNESS: Stipulated

PARTY: Embarq

DESCRIPTION:

Composite of Embarq's Responses to Treviso Bay's Discovery

a. Embarq's Responses to Treviso Bay's First Set of Interrogatories (Nos. 1 – 7) and First Request for Production of Documents (Nos. 1 – 7)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 10
Company/ Treviso Bay
Witness: Treviso Bay Discovery to Embarq
Date: 02/14/07

PROFFERING PARTY: Staff

I.D. # Stip-9

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.	)	Docket No. 060763-TL

EMBARQ'S RESPONSES TO TREVISO BAY DEVELOPMENT'S FIRST SET OF INTERROGATORIES (NOS. 1-7) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-7)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Embarq Florida, Incorporated (hereinafter "Embarq") hereby submits the following Responses to Treviso Bay Development's First Set of Interrogatories and First Request for Production of Documents, which were served on Embarq on January 17, 2007.

Interrogatory	Prepared by	Title
1-7	Kent W. Dickerson	Director – Cost Support

000497

INTERROGATORIES

1. **Refer to the December 13, 2006 Direct Testimony of Kent W. Dickerson, p. 3. Mr. Dickerson states that in order to provide voice telephone service to the Treviso Bay development, Embarq will use "individual fibers within an existing fiber cable."**

   (a) How many individual fibers does Embarq plan to utilize from this existing fiber cable?

   Response: Four

   (b) Provide a reference to the location in the provided "CD Workbook" that shows how the cost of these fibers is reflected in the NPV analysis.

   Response: "Inputs" tab, cell D61

2. **Refer to the December 13, 2006 Direct Testimony of Kent W. Dickerson, p. 3. Provide a complete description of the "12,000 feet Carrier Serving Area industry engineering standards" referred to by Mr. Dickerson, including a listing of all technical references that support or describe this "industry standard."**

Response: See POD #2 for documents concerning the appropriateness of a 12,000 foot standard.

3. **Refer to Embarq's response to Staff Data Request No. E-1, number 5 (c). Explain in detail why Embarq believes that a 48 fiber cable represents the most economic means of providing voice service to**

   (a) 360 subscribers.

   (b) 1200 subscribers.

Response: The assumed 48 fiber cable required to connect existing fiber cable to the assumed Digital Loop Carrier placed within Treviso Bay, reflects Embarq's standard, minimum fiber cable sizing for similar developments. The properties of fiber cable and associated optics are such that large ranges of customers can be served depending on the capacity of the optical terminals used. In the case of Treviso Bay the expected levels of customer penetration are low enough to perhaps warrant the use of a smaller fiber cable size were the requested COLR relief not to be granted. However the fiber cable material cost savings from using a smaller fiber cable size would be extremely minimal relative to the overall capital requirements and would not materially improve the negative overall financial prospects shown in the NPV analysis.

4. **Refer to Embarq's response to Staff Data Request No. E-1, number 10(i). Provide the basis, including all supporting documentation, for Embarq's assumption that "the expected useful life of DLC equipment is estimated at ten years."**

000498

Response: Depreciation of circuit digital pair gain/digital loop carrier investment on Florida books is based upon a Projection Life of 9.0 years. Industry depreciation specialists such as Technology Futures, Inc. concur with a lives of that length, as evidenced by Figure 6.2 in the response to POD #4 showing 0% surviving DLC's in a 10 year time span (placement in 2004 – no survivors in 2014). Given these depreciation statistics, a life shorter than 10 could have been chosen for the Treviso Bay analysis, but a conservative estimate of 10 was selected.

5. **Refer to Embarq's response to Staff Data Request No. E-1, number 10 (x). Provide a complete description of the DLC unit, including model number and any other configuration-specific information, that Embarq assumes to be installed in year 1 (only the manufacturer is identified in Embarq's response to Staff).**

Response: The device is a [redacted] housed in an [redacted] cabinet. See POD #5.

6. **Refer to the December 13, 2006 Direct Testimony of Michael J. Dechellis, page 6. Is the "Embarq – Florida Market Share Study Summer 2006" proprietary document the only source of the market share assumption stated on line 4? If no, identify and provide any and all other documents relied upon by Embarq and Mr. Dechellis to develop the market share assumption shown on line 3.**

Response: Yes.

7. **Refer to the "Embarq – Florida Market Share Study Summer 2006" proprietary document. Has Embarq performed a comparable or similar analysis for any markets not shown on this chart? If yes, identify and provide the analysis and any related information for any and all markets in the same format as provided on the "Embarq – Florida Market Share Study Summer 2006" proprietary document.**

Response: Please see the attachment for POD 7. The markets included in this analysis are not comparable or similar to the situation faced in Treviso Bay, principally because the availability date for cable telephony was well past when Embarq facilities were placed or is not available to the development. In addition, other developments have had limited construction activity upon which market share conclusions could be based. Therefore, the market share information for these developments is not instructive to the conditions faced in Treviso Bay where cable telephony will be available simultaneously with Embarq's voice service if it were required to place its facilities. Further, because of the bulk agreement for video and high speed data, residents of Treviso Bay will have the opportunity to establish all services (voice, video and high speed data) with Comcast on day one. This is in contrast to the customers in the developments shown on the attachment to POD 7 who would be required to change carriers after their move-in if they wanted to subscribe to cable telephony service. For these reasons, the information included on POD 7 was not utilized in developing Embarq's market share assumption for the Treviso Bay NPV analysis.

000499

PRODUCTION OF DOCUMENT REQUESTS

1. **In the December 13, 2006 Direct Testimony of Kent W. Dickerson, p. 3. Mr. Dickerson states that in order to provide voice telephone service to the Treviso Bay development, Embarq will use "individual fibers within an existing fiber cable."**

   (a) **Please provide any documents relating to Embarq's contemplated or planned utilization of individual fibers from this existing fiber cable.**

Response: Refer to fiber cable depiction in Exhibit KWD-1 which shows utilization of existing cable and newly constructed cable.

   (b) **Please provide any other documents that show how the cost of these fibers is reflected in the NPV analysis.**

Response: Reflection in the NPV analysis can be found in Row 56 of the "Inputs" tab.

2. **With reference to the December 13, 2006 Direct Testimony of Kent W. Dickerson, p. 3, please:**

   (a) **Provide any documents that describe, set forth, or otherwise document the "12,000 feet Carrier Serving Area industry engineering standards" referred to by Mr. Dickerson.**

   (b) **Please provide copies of all technical references that support or describe this "industry standard."**

Response: See attached - Telcordia "Notes on the Network" (external source), Sprint-LEC Methods & Procedures documents (internal source).

3. **Please provide any documents that relate to or support Embarq's response to Staff Data Request No. E-1, number 5 (c), and that relate to or support Embarq's belief that a 48 fiber cable represents the most economic means of providing voice service to**

   (a) **360 subscribers.**

   (b) **1200 subscribers.**

Response: See interrogatory response #3.

4. **With reference to Embarq's response to Staff Data Request No. E-1, number 10(i), please provide:**

   (a) **All documents relating to the expected useful life of DLC equipment; and**

   (b) **All documents, including all supporting documentation, that Embarq would contend support Embarq's assumption that "the expected useful life of DLC equipment is estimated at ten years."**

Response: See attached – Parameter Report (internal), Technology Futures, Inc "Transforming the Local Exchange Network" (external).

5. **With reference to Embarq's response to Staff Data Request No. E-1, number 10 (x), please provide all documents that describe the DLC unit, including model number and any other configuration-specific information, that Embarq assumes to be installed in year 1. (Only the manufacturer is identified in Embarq's response to Staff's data requests.)**

Response: Most information is provided in Interrogatory #5 [redacted]). See attached vendor part number description for the [redacted] cabinet.

6. **Please refer to the December 13, 2006 Direct Testimony of Michael J. Dechellis, page 6. If the "Embarq – Florida Market Share Study Summer 2006" proprietary document is not the only source of the market share assumption stated on line 3, please provide any and all other documents relied upon by Embarq and Mr. Dechellis to develop the market share assumption shown on line 3.**

Response: NA, see Interrogatory #6.

7. **Please refer to the "Embarq – Florida Market Share Study Summer 2006" proprietary document. If Embarq has performed any comparable or similar analyses for any markets not shown on this chart, please provide copies of the analysis and any related information, including workpapers and any documents supporting any assumptions used in such analyses, for any and all markets in the same format as provided on the "Embarq – Florida Market Share Study Summer 2006" proprietary document.**

Response: See attached.

DATED this 22nd day of January 2007.

SUSAN S. MASTERTON
1313 Blair Stone Road
Tallahassee, FL 32301
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ATTORNEY FOR EMBARQ FLORIDA, INC.

000502

Embarq's Response to Treviso Bay's
POD No. 2

Telcordia™ Technologies

Performance from Experience

Telcordia Notes on the Networks

Telcordia Technologies Special Report
SR-2275
Issue 4
October 2000

An SAIC Company

to 24 kft in length (including bridged-tap) should be loaded and have loop resistances less than or equal to 1500 Ω; loops longer than 24 kft should be implemented using Digital Loop Carrier (DLC) as first choice, or by CREG or MLRD as second choices.

RRD limits bridged-tap to less than 6 kft for nonloaded cable. For loaded cable, the end section plus bridged-tap must be greater than 3 kft but less than 12 kft.

MLRD applies to the design of loops having loop resistances greater than 1500 Ω but less than or equal to 2800 Ω. All cables should be loaded, and MLRD recommends that two cable gauges be used along with the required range extension and gain. The bridged-tap and end-section requirements are compatible with RRD for loaded cable.

The CREG plan allows for increased use of finer gauge cable facilities by providing a repeater behind a stage of switching concentration in the central office. In this way, the range-extension circuitry is shared rather than dedicated in each loop. CREG design applies to loops having loop resistances of 0 to 2800 Ω. Its loading, bridged-tap, and end-section requirements are compatible with RRD and MLRD, unlike the UG plan that it replaces.

Current design plans offer improved transmission performance over the old plans, while all plans provide approximately the same minimum loop transmission loudness ratings.

12.1.4 Carrier Serving Areas

The evolution of the network that can provide digital services using distribution plant facilities has led to the development of the CSA concept. A CSA is a geographical area that is, or could be served by, a DLC from a single remote terminal site and within which all loops, without any conditioning or design, are capable of providing conventional voice-grade message service, digital data service up to 64 kbps, and some 2-wire, locally switched voice-grade special services (see Figure 12-2). The maximum loop length in a CSA is 12 kft for 19-, 22-, or 24-gauge cables and 9 kft for 26-gauge cables. These lengths include any bridged-tap that may be present. The maximum allowable bridged-tap is 2.5 kft, with no single bridged-tap longer than 2.0 kft. All CSA loops must be unloaded and should not consist of more than two gauges of cable.

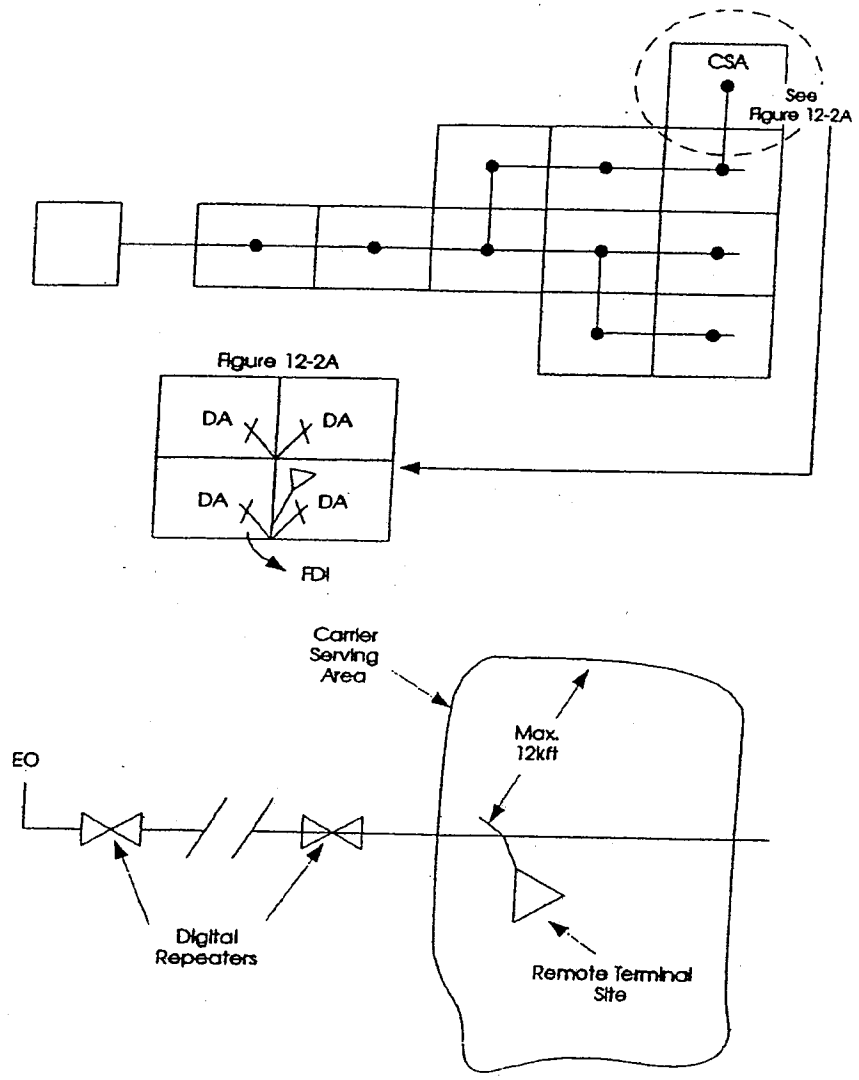
The area around the serving central office within a distance of 9 kft for 26-gauge cable and 12 kft for 19-, 22-, and 24-gauge cables, although not a CSA, is compatible with the CSA concept in terms of achievable transmission performance and supported services.

In addition to the CSA concept, the LECs also use the Serving Area Concept described above.

---

2. A bridged-tap is any branch or extension of a cable pair beyond the point where it is used and in which no direct current flows when a station set is connected to the pair in use.

000504



Legend:

CSA	=	Carrier Serving Area
DA	=	Distribution Area
EO	=	End Office
FDI	=	Feeder Distribution Interface

Figure 12-2. Carrier Serving Areas

000505

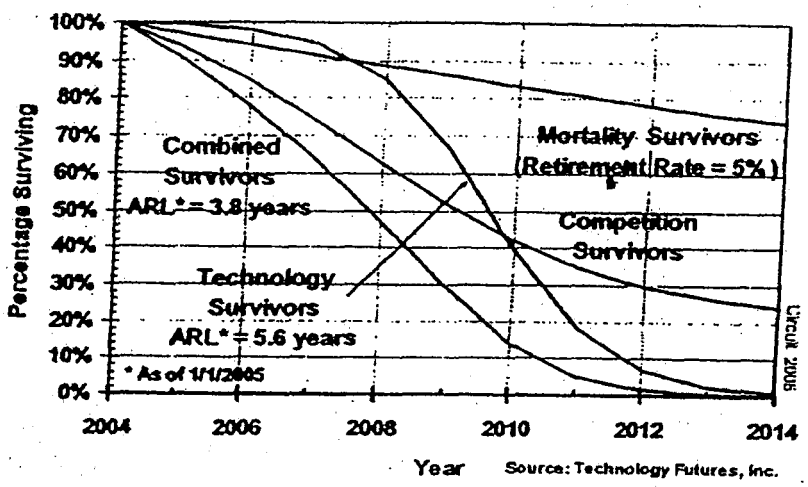
Embarq's Response to Treviso Bay's
POD No. 4

Transforming the Local Exchange Network: Third Edition

Lawrence K. Vanston, Ph.D.
Ray L. Hodges

TECHNOLOGY FUTURES INC.

Figure 6.2
Combined Survivor Curves for DLC and T-Carrier Transport—Early Scenario



000507

SPRINT FLORIDA INCORPORATED
CURRENT

PARAMETER REPORT

ACCOUNT NUMBER	CLASS or SUBCLASS of PLANT	PROJECTION LIFE	IOWA CURVE SHAPE	FIRST ELG YEAR	AVG. REM. LIFE	AVG SERVICE LIFE	FUTURE NET SALVAGE	AVERAGE NET SALVAGE
2112.1	Passenger Cars		WHOLE LIFE RATE					
2112.2	Light Trucks		WHOLE LIFE RATE					
2112.3	Heavy Trucks		WHOLE LIFE RATE					
2114	Special Purpose Vehicles		WHOLE LIFE RATE					
2116.1	Work Equipment		WHOLE LIFE RATE					
2121.1	Buildings		IOWA R3.0					
2121.3	Building Equipment		IOWA R2.0					
2121.4	Antenna Supp and Towers		IOWA R2.0					
2122.12	Furniture		WHOLE LIFE RATE					
2123.1	Office Support Equipment		WHOLE LIFE RATE					
2123.2	Co Communications Equipment		WHOLE LIFE RATE					
2124.1	General Purpose Computers		WHOLE LIFE RATE					
2212	Digital Switching		IOWA L0.0/AMORT					
2212.8	Switch - Generic Software		SQUARE CURVE					
2213.1	Packet Switching-Call Server		WHOLE LIFE RATE					
2213.2	Packet Switching-ATM		WHOLE LIFE RATE					
2213.3	Packet Switching- Trunk Gateway		WHOLE LIFE RATE					
2213.4	Packet Switching-Line Gateway		WHOLE LIFE RATE					
2213.8	Packet Switching-Software		WHOLE LIFE RATE					
2213.9	Packet Switching-Frame Relay		WHOLE LIFE RATE					
2220.1	Operator Systems		WHOLE LIFE RATE					
2231.3	Radio Other		IOWA S3.0					
2232.1	Circuit Analog		IOWA R3.0					
2232.2	Circuit Digital		IOWA L0.0					
2232.3	Circuit Other		IOWA L0.0					
2232.5	Circuit Digital-Digital Pair		IOWA L0.0					
2232.9	DSLAM Equipment		IOWA R3.0					
2362.1	Subs Multiplex		WHOLE LIFE RATE					
2362.2	Line Conditioning		WHOLE LIFE RATE					
2362.3.4	Other Terminal Equipment		WHOLE LIFE RATE					
2411.1	Poles		IOWA L0.0					
2421.1	Aerial-Met.		IOWA L0.5					
2421.2	Aerial-Non Met.		IOWA R2.0					
2422.1	Underground-Met.		IOWA L0.5					
2422.2	Underground-NonMet.		IOWA R3.0					
2423.1	Buried Met.		IOWA L0.0					
2423.2	Buried NonMet		IOWA R2.5					
2424.1	Submarine Cable-Metal		IOWA L0.0					
2424.2	Submarine Cable-Fiber		IOWA R2.5					
2426.1	Intrabuilding Cable-Metal		IOWA R2.0					
2426.2	Intrabuilding Cable-Fiber		IOWA R3.0					
2441.1	Underground Conduit		IOWA R3.0					

Embarq – Florida
Network Planning Material Description

Embarq's Response to Treviso Bay's
POD No. 5

REDACTED

Proprietary and Confidential

Embarq - Florida
Market Share Study
Summer 2006

Additional Developments

Embarq's R POD 7

							June-July 2006 Data		
Wire Center	Competitor	Cable Internet Phone	When Cable Internet Phone Offered	Development Name	Single Family or Multi Family	When Embarq Voice Facilities Placed	Development Number of Lots (NSAs) Facilities Placed	Number with Embarq Service	% EMBARQ Service to Total NSAs
[redacted]									

000510

Proprietary and Confidential

EMBARQ
CONFIDENTIAL
RESPONSES TO
TREVISO BAY
DISCOVERY

Composite of Embarq's CONFIDENTIAL Responses to Treviso Bay's Discovery

a. Embarq's CONFIDENTIAL Responses to Treviso Bay's First Set of Interrogatories (No. 5)

b. Embarq's CONFIDENTIAL Responses to Treviso Bay's First Request for Production of Documents (Nos. 2, 4, 5 and 7)

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 11
Company/ Treviso Bay
Witness: Embarq Conf. responses to Treviso Bay Discovery
Date: 02/14/07

-----Original Message-----
From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 31, 2006 8:03 AM
To: Cartwright, Harriet S [LTD]
Subject: RE: Marketing Agreement for Treviso Bay - Naples, Florida

Harriet:

We have signed an agreement with Time Warner regarding cable and high-speed data. That agreement was signed long before any meeting with both Bob and Kristen – or at least well before I was informed that Sprint would provide those services as well. We are interested in reviewing the terms of a relationship for telephone services with Embarq for Treviso Bay. We had not previously focused on it due to the timing of the end user units. However, if you are still interested, we are willing to address the issue at that point. Thanks.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Cartwright, Harriet S [LTD] [mailto:Harriet.Cartwright@embarq.com]
Sent: Thursday, July 27, 2006 2:33 PM
To: Sanjay Kuttemperoor
Cc: Chris Gray; Amico, Ray T [LTD]; Wareham, Ken J [LTD]; Misener, Robert E [LTD]
Subject: Marketing Agreement for Treviso Bay - Naples, Florida
Importance: High

Dear Sanjay and Chris,

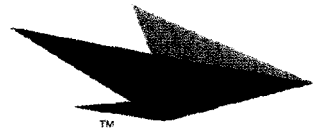
I hope this finds you well. As you may know, your most recent Embarq representative, Kristen Pate, has moved to Washington, D.C. Her husband received a substantial promotion which will stand them both well over time. I was her manager during the time she spent with you and continue to be responsible for our Developer Markets activities throughout the State of Florida. I am reviewing all of her accounts to ensure everything stays on track and wanted to contact you regarding Treviso Bay and her submission of a draft Marketing Agreement in December, 2005.

Both she and Bob Misener, her predecessor, had kept me apprised of their discussions with the VK Development team regarding Treviso beginning in June, 2005. We had hoped to foster a strong alliance within the community, based upon Voice, Internet, Video and associated services. Unfortunately, we came to understand that your team was already in serious discussion with the local cable incumbent ultimately resulting in an executed agreement for bulk-billed Internet and Video services. We certainly respect your decision regarding that agreement and look forward to a future opportunity where we may align our brands and provide compelling services to your residents.

Now that our company has split from Sprint and we've launched as Embarq within our 18-state territories, we are reevalutating where we believe it makes sense to enter into these types of agreements. With the competitive landscape as it exists today and the time that has lapsed since our discussions began about a marketing opportunity together, we believe it makes sense to withdraw the potential marketing relationship at Treviso and look towards future discussions regarding the next VK Development project within our service territory.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 12
Company/Witness: Embarq/Michael J. DeChellis (MJD-1)
Date: 02/14/07

Exhibit MJD-2



Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
Mailstop: FLAPKA0210
555 Lake Border Drive
Apopka, FL 32703
EMBARQ.com

September 1, 2006

Treviso Bay Development, LLC
Attn: Sanjay Kutemperoor, Esq.
19275 W. Capitol Drive
Brookfield, WI 53045

RE: Treviso Bay

Dear Mr. Kutemperoor:

As a follow-up to discussions regarding Embarq's provisioning of service to Treviso Bay, following is information on the steps that need to be completed before we can begin construction. We thank you for considering Embarq and look forward to working with your team.

First, before Embarq incurs costs to prepare the property for Embarq services, an authorized representative of the developer or affiliated property owner must provide approval for Embarq to construct facilities to serve the development and agreeing to the below terms and conditions by signing and returning this agreement. Once we receive the signed letter authorizing Embarq to provide services to the development, Embarq will begin the planning and engineering activities necessary to serve the property.

Terms and Conditions:

- Treviso Bay, any affiliated property owner or other affiliated party, and any homeowner or condominium association will not restrict Embarq in any way from providing any service over its facilities that it elects to offer at the property.

- Treviso Bay, any affiliated property owner or other affiliated party, and any homeowner or condominium association have not entered into, and do not plan to enter into, an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (i.e., charges for services provided to residents are collected through rent, fees, dues, or other similar mechanism), with another service provider for any voice or data service.

- Treviso Bay agrees to promptly inform Embarq if the requirements herein are not met or if any limiting conditions have been imposed on Embarq's provisioning of services to the development.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 13
Company/ EMBARQ
Witness: Michael J. DeChellis (MJD-2)
Date: 02-14-07

- If Embarq proceeds with engineering and construction work and is prevented from providing service to residents or such facilities are underutilized or terminated as a result of a violation of the above terms, Treviso Bay will be responsible for reimbursing Embarq for its engineering and construction costs in accordance with Embarq's tariffs.

Please sign below indicating concurrence in the terms and conditions and return an original signed copy to me at the above address. The person signing below must be a representative who is authorized to sign for the company and by signing below represents that he or she has that authority.

Again, thank you for considering Embarq. If you have any questions, please do not hesitate to contact me at 407-889-6465.

Sincerely,

Embarq Florida, Inc.

_____
Mickey DeChellis

Accepted and Agreed by:

Treviso Bay Development, LLC

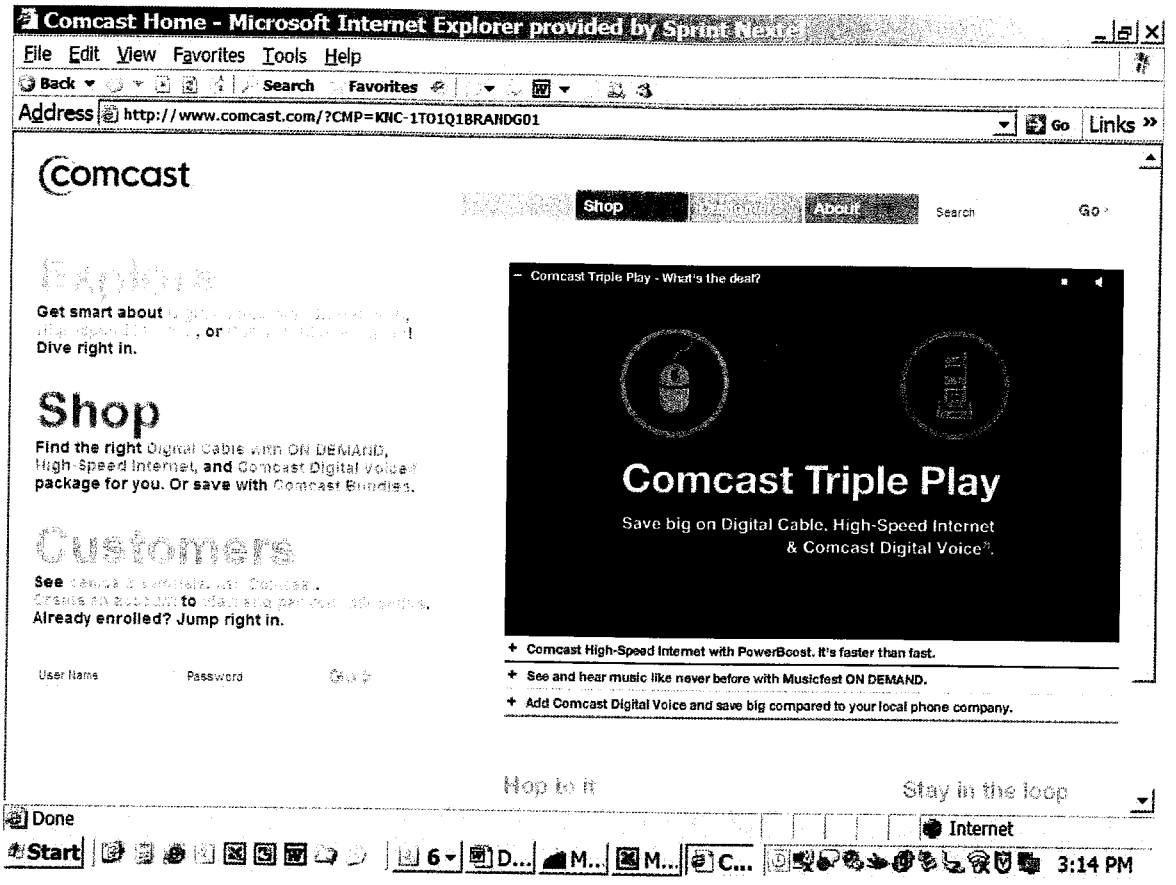
By:_____ _____
(Authorized Representative)

Name:_____

Title: _____

Date: _____

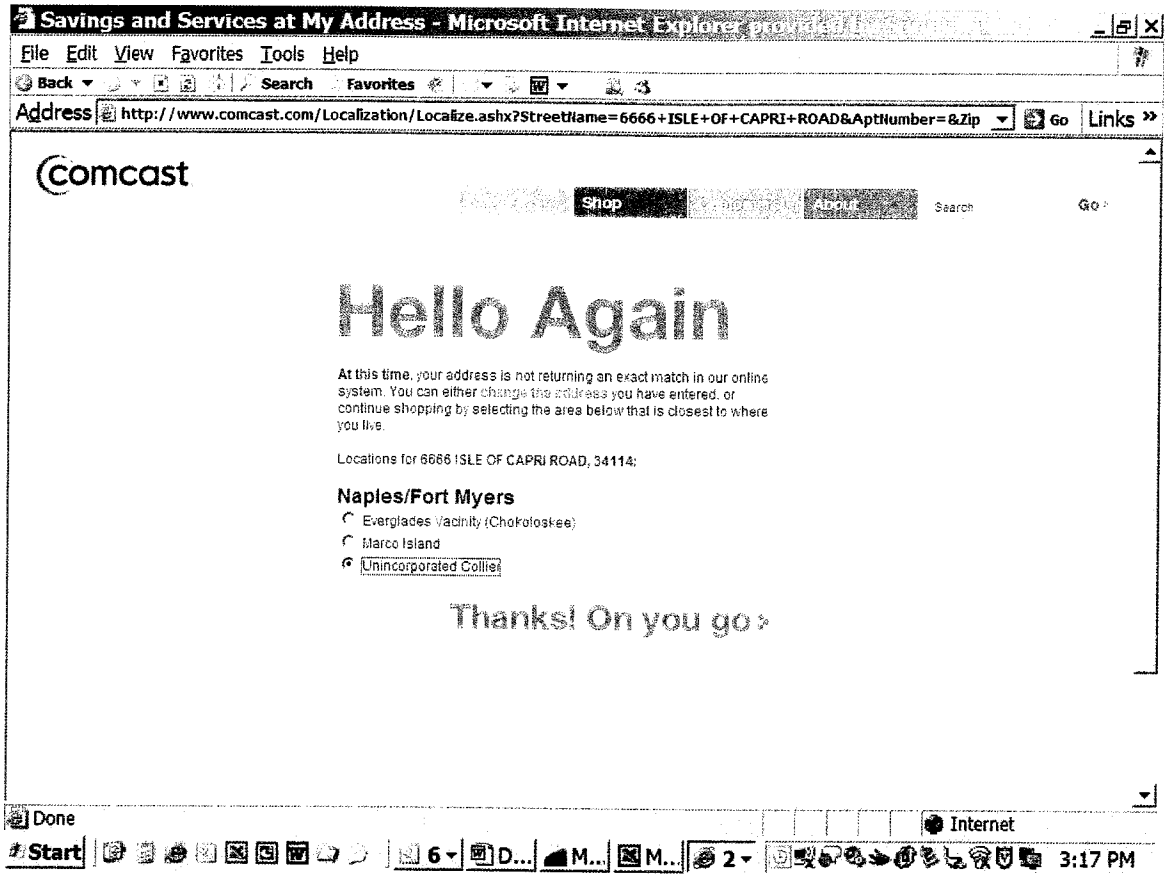
Mickey DeChellis
DIRECTOR
FIELD SALES AND INDIRECT CHANNELS
Voice: (407) 889-6465
Wireless: (407) 310-7765
Fax: (407) 889-1211



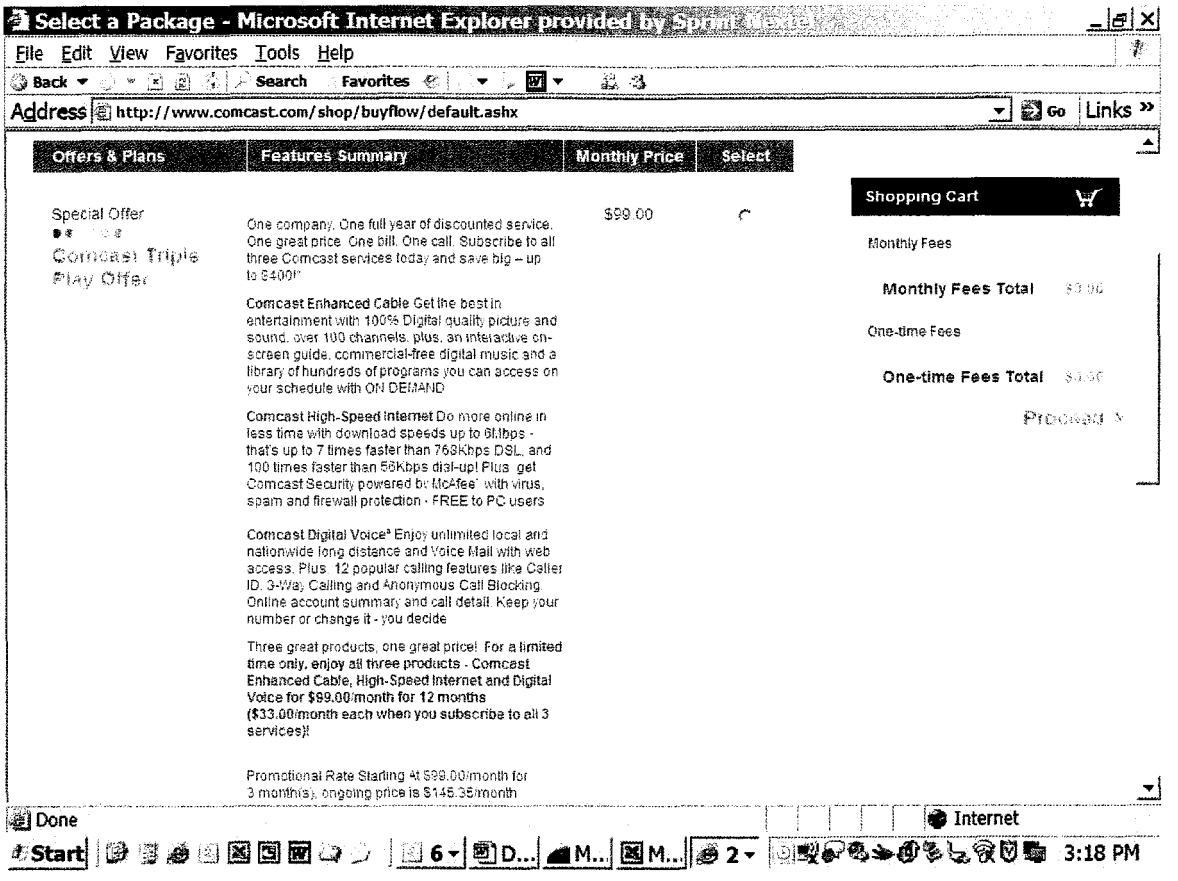
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 14
Company/ Embarq
Witness: Michael G. DeChellis (MJD-3)
Date: 02/14/07



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060263-TL Exhibit No. 15
Company/ Embarq
Witness: Michael J. DeChellis (MJD-4)
Date: 02/19/07



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 16
Company/ Embarq
Witness: Michael J. DeChellis (MJD-4)
Date: 02/14/07



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060163-TL Exhibit No. 17
Company/ Embarq
Witness: Michael J. DeChellis (MJD-5)
Date: 02/14/07

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matters of	)	
	)	
IP-Enabled Services	)	WC Docket No. 04-36
	)	
E911 Requirements for IP-Enabled Service Providers	)	WC Docket No. 05-196
	)	

FIRST REPORT AND ORDER AND NOTICE OF PROPOSED RULEMAKING

Adopted: May 19, 2005 **Released: June 3, 2005**

Comment Date: [45 days after publication in the Federal Register]
Reply Comment Date: [75 days after publication in the Federal Register]

By the Commission: Chairman Martin, and Commissioners Abernathy, Copps and Adelstein issuing separate statements.

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 18
Company/ FCC Order
Witness: 3 page Excerpt
Date: 2-14-07

services by dialing 911, we find these expectations to be reasonable. If a VoIP service subscriber is able to receive calls from other VoIP service users *and* from telephones connected to the PSTN, and is able to place calls to other VoIP service users *and* to telephones connected to the PSTN, a customer reasonably could expect to be able to dial 911 using that service to access appropriate emergency services.[73] Thus, we believe that a service that enables a customer to do everything (or nearly everything[74]) the customer could do using an analog telephone, and more, can at least reasonably be expected and required to route 911 calls to the appropriate destination.

24. The E911 rules the Commission adopts today apply to those VoIP services that can be used to receive telephone calls that originate on the PSTN and can be used to terminate calls to the PSTN – "interconnected VoIP services." Although the Commission has not adopted a formal definition of "VoIP," we use the term generally to include any IP-enabled services offering real-time, multidirectional voice functionality, including, but not limited to, services that mimic traditional telephony.[75] Thus, an interconnected VoIP service is one we define for purposes of the present Order as bearing the following characteristics: (1) the service enables real-time, two-way voice communications; (2) the service requires a broadband connection from the user's location;[76] (3) the service requires IP-compatible CPE;[77] and

to expect that 911 service would work for interconnected real-time voice services than for strictly peer-to-peer services or data services); Time Warner Comments at 8; Letter from Glenn S. Richards, Counsel for VON Coalition, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 4 (filed May 12, 2005) (VON Coalition May 12, 2005 *Ex Parte* Letter); *cf.* EFF Comments at 3-4 (arguing that evaluating consumer expectations is difficult and that at a minimum the Commission should presume that services with no PSTN nexus should be exempt from traditional telecommunications regulation).

[73] *See, e.g.*, King County Comments at 2 ("The service provider of any device that functions like a telephone and has the ability to connect to the Public Switched Telephone Network (PSTN) to deliver voice calls should be required to provide E911 service to their customers. The public expectation is that any device that can make voice phone calls can call 911.").

[74] For example, some VoIP services that have full interconnection to the PSTN may not be line powered and so, unlike an analog telephone connected to the PSTN, may not work in a power outage. *See, e.g.*, New Jersey Ratepayer Advocate Comments at 23 (stating that packet switched networks do not have the same built-in power source that circuit switched networks do, and thus are more susceptible to service outages); Sonic.net Comments at 3; Montana Commission Comments at 5; Letter from Kathleen Grillo, Vice President – Federal Regulatory, Verizon, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. 2 at 4 (filed Apr. 15, 2005) (Verizon Apr. 15, 2005 *Ex Parte* Letter) (stating in VoiceWing's Terms of Service that a power or broadband service outage will prevent all service, including 911 service).

[75] *See Notice*, 19 FCC Rcd at 4866, para. 3 n.7.

[76] *Cf. Vonage Order*, 19 FCC Rcd at 22424, para. 32. While we recognize that some kinds of VoIP service can be supported over a dialup connection, we expect that most VoIP services will be used over a broadband connection. We seek comment in the *NPRM* on whether we should expand the scope of the present Order to include VoIP services that do not require a broadband connection. *See infra* Part IV.

[77] The term "IP-compatible CPE" refers to end-user equipment that processes, receives, or transmits IP packets. Users may in some cases attach conventional analog telephones to certain IP-compatible CPE in order to use an interconnected VoIP service. For example, IP-compatible CPE includes, but is not limited to, (1) terminal adapters, which contain an IP digital signal processing unit that performs digital-to-audio and audio-to-digital conversion and have a standard telephone jack connection for connecting to a conventional analog telephone; (2) a native IP telephone; or (3) a personal computer with a microphone and speakers, and software to perform the conversion (softphone). *See Vonage Order*, 19 FCC Rcd at 22407, para. 6; *see also Petition for Declaratory Ruling That Pulver.com's Free World Dialup Is Neither Telecommunications Nor a Telecommunications Service*, WC Docket No. 03-45, Memorandum Opinion and Order, 19 FCC Rcd 3307, 3308 n.2 (2004) (*Pulver Order*).

(4) the service offering permits users generally to receive calls that originate on the PSTN *and* to terminate calls to the PSTN.[78] We make no findings today regarding whether a VoIP service that is interconnected with the PSTN should be classified as a telecommunications service or an information service under the Act.[79]

[78] *Cf. Vonage Order*, 19 FCC Rcd at 22407-08, paras. 8-9 (describing the origination and termination of Vonage DigitalVoice calls to and from the PSTN). The instant Order does not apply to providers of other IP-based services such as instant messaging or Internet gaming because although such services may contain a voice component, customers of these services cannot place calls to and receive calls from the PSTN. The rules we adopt today apply to interconnected VoIP services rather than the sale or use of IP-compatible CPE, such as an IP-PBX, that itself uses other telecommunications services or VoIP services to terminate traffic to and receive traffic from the PSTN. The rules we adopt in today's Order also apply only to providers that offer a single service that provides the functionality described above. *But see infra* para. 58 (tentatively concluding that separate service offerings that can be combined by the user should also be subject to our E911 requirements). Thus, the E911 requirements we impose in this Order apply to all VoIP services that are encompassed within the scope of the *Vonage Order*. In the *Vonage Order*, the Commission preempted certain state regulation of Vonage's "DigitalVoice" VoIP service, and indicated that the Commission would preempt similar state regulation of other types of IP-enabled services having basic characteristics similar to DigitalVoice. It is incumbent on this Commission to ensure that customers of these services are still able to obtain access to appropriate emergency services when dialing 911. We further note that imposing E911 regulation on interconnected VoIP service providers is consistent with the four criteria the Commission identified in the *E911 Scope Order* that have been used to determine whether particular entities should be subject to some form of 911/E911 regulation. *See supra* note 58 (citing *Notice*, 19 FCC Rcd at 4900, para. 55 (setting forth the four criteria)). In addition, the criteria we use to define the scope of the present Order are similar, though not identical, to proposals suggested by some commenters. For instance, NCTA proposes that the Commission impose certain requirements, such as 911 requirements, on VoIP services that: (1) use NANP resources; (2) receive calls from – or terminate them to – the PSTN; (3) represent a possible replacement for POTS; and (4) use IP transmission between the service provider and the end user customer, including use of an IP terminal adapter and/or IP-based telephone set. NCTA, *Balancing Responsibilities and Rights: A Regulatory Model for Facilities-Based VoIP Competition*, at 4, 22 (Feb. 2004) <http://www.ncta.com/PDF_files/VoIPWhitePaper.pdf> (NCTA VoIP White Paper). *See also* Level 3 Comments at 3, 25 (stating that VoIP providers should be required to provide "911 and E911 (where technically and operationally feasible) for those services that compete with traditional PSTN services and for which consumers have an expectation of such access"); SBC Comments at 58-61 (stating that it is most important to ensure that interconnected VoIP services offer 911 calling capabilities, as opposed to data-only services or services that are not interconnected to the PSTN); Time Warner Comments at 8, 13 (proposing that the scope of VoIP services subject to an E911 service obligation "be limited to those services that: (1) assign their subscribers NANP numbers; and (2) allow subscribers to receive calls from and terminate calls to the PSTN"); Letter from John T. Nakahata, Counsel for Microsoft, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 (filed May 8, 2005) (urging the Commission to limit the scope of the VoIP services that would be subject to an E911 mandate to "consumer real-time, two-way switched voice services offered for a fee that are interconnected with the PSTN, capable of both receiving calls from and terminating calls to the PSTN, and for which the service provider assigns the end users using the VoIP service a unique working North American Numbering Plan telephone number (other than numbers, such as toll-free numbers, that are used to reach a database that determines the destination telephone number)"); Letter from Henry Goldberg, Counsel for Skype, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (filed May 10, 2005) (Skype May 10, 2005 *Ex Parte* Letter) (urging the Commission to impose E911 obligations on interconnected VoIP providers that use NANP phone numbers and "include or enable use of either traditional CPE or CPE that, like traditional CPE, is always on and offers a dial tone"); VON Coalition May 12, 2005 *Ex Parte* Letter, Attach. at 4.

[79] *Cf. Vonage Order*, 19 FCC Rcd 22414, para. 18 (declining to classify Vonage's specific service as a telecommunications service or an information service under the Act).

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 19
Company/ FCC/NARUC
Witness: VoIP Consumer Fact Sheet
Date: 2-14-07

Voice Over Internet Protocol (VoIP)

Consumer Fact Sheet

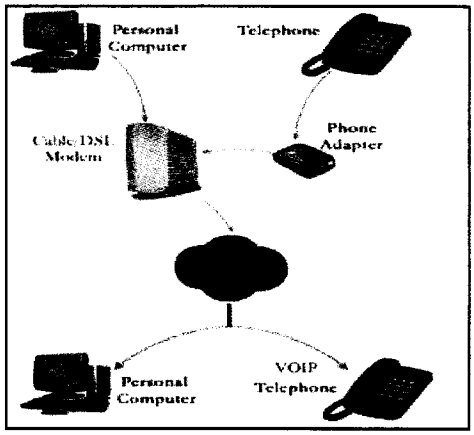
Background

Voice over Internet Protocol (VoIP) allows you to make telephone calls using an Internet connection instead of a regular telephone line. Some VoIP services may allow you only to call other people using the same service, but others may allow you to call any telephone number - including local, long distance, mobile, and international numbers.

How VoIP Works

VoIP converts the voice signal from your telephone into a digital signal that travels over the Internet. If you are calling a regular telephone number, the signal is then converted back at the other end. You can make a VoIP call from a computer, a special VoIP phone, or a traditional phone using an adapter. In addition, new wireless "hot spots" in public locations such as airports, parks, and cafes allow you to connect to the Internet, and may enable you to use VoIP service wirelessly. If you make a call using a telephone with an adapter, you'll be able to dial just as you always have. If your VoIP service provider assigns you a regular telephone number, then you can receive calls from regular telephones that don't need special equipment.

Here is one example of how VoIP service works:



What Kind of Equipment Do I Need?

First you need an Internet connection, and, for many types of VoIP calls, you need a broadband Internet connection. For information on broadband Internet connections, visit **www.fcc.gov/cgb/broadband.html**.

Depending on the VoIP service you purchase, you may need a computer, a special VoIP telephone, or a regular telephone with an adapter. If you are calling a regular telephone number, the person you are calling does not need any special equipment, just a telephone.

How Do I Use My VoIP Service?

If you use a VoIP telephone or regular telephone with an adaptor, you place and receive calls much like you do with regular telephone service. If you use VoIP with your computer, a telephone icon usually appears on your computer screen. Clicking the icon allows you to dial numbers from a pad, or dial a call by clicking on a contact's pre-programmed name and number. You will then hear a ring just like any other call. Computer-based VoIP services have a variety of ways for notifying you that you have an incoming call.

EXHIBIT 19

(More) →

What Are Some Advantages of VoIP?

VoIP may offer features and services that are not available with more traditional telephone services. If you use VoIP, you can decide whether to pay the cost of keeping your regular telephone service. You can also use your computer and VoIP service at the same time. Assuming you have an Internet connection and the necessary equipment, you can also take your VoIP service with you when you travel.

Are There Special Considerations for Using VoIP?

If you're considering replacing your traditional telephone service with VoIP, be aware that:

- Some VoIP service providers may have limitations to their 911 service;
- Some VoIP services don't work during power outages and the service provider may not offer backup power;
- VoIP providers may or may not offer directory assistance/white page listings.

These factors may change with new developments in VoIP technology. You should always check with potential VoIP service providers to confirm any limitations to their service, including 911 service.

For more information on VoIP and 911 service, visit our VoIP Web site at www.voip911.gov, or see the FCC's Consumer Advisory at www.fcc.gov/cgb/consumerfacts/voip911.html.

With VoIP, Is There a Difference Between Making a Local Call and a Long Distance Call?

Some VoIP providers do not charge for calls to other subscribers to the service. Some VoIP providers charge for a long distance call to a number outside your calling area, similar to existing, traditional wireline telephone service. Other VoIP providers permit you to call anywhere at a flat rate for a fixed number of minutes.

Your VoIP provider may permit you to select an area code for your VoIP service that is different from the area code in which you live. Calls within your VoIP area code may not be billed as long distance calls. People calling your VoIP area code from another area code, however, may incur long distance charges.

Can I call 911 from my VoIP phone?

Due to reports that some VoIP subscribers were unable to access 911 emergency services, in June 2005 the FCC imposed Enhanced 911 (E911) obligations on providers of "interconnected" VoIP services, i.e., VoIP services that allow users generally to receive calls from, and terminate calls to, the Public Switched Telephone Network (PSTN), including wireless networks.

However, you should know that 911 calls from VoIP phones work differently than calls from a land line. For instance, consumers must register their location with the VoIP service provider and keep their location information current.

Additional information on this subject can be found at our Web site, www.voip911.gov.

Where to Go for Additional Information and Assistance

For further information about VoIP, please visit the FCC's VoIP home page at **http://www.fcc.gov/voip/**.

You may also call the FCC's Consumer Center at:

1-888-CALL-FCC (1-888-225-5322) Voice;
1-888-Tell-FCC (1-888-835-5322) TTY,
or e-mail: **fccinfo@fcc.gov**.

About This Fact Sheet

This fact sheet is presented by the FCC/National Association of Regulatory Utility Commissioners (NARUC) Task Force on VoIP Enhanced 911 Enforcement. Established on July 15, 2005, the missions of the Task Force include:

- Developing educational materials to ensure that consumers understand their rights and the requirements of the FCC's VoIP E911 Order.
- Compiling data on VoIP/E911 deployment.
- Sharing of best practices associated with VoIP/E911.

Additional information on the Task Force can be found at:

http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-260150A1.pdf

For more information on the FCC/NARUC Joint Task Force on VoIP/E911, contact:



Federal Communications Commission
Enforcement Bureau (VoIP/E911 Task Force)
445 12th Street, SW
Washington, DC 20554



National Association of Regulatory Utility Commissioners
1101 Vermont Avenue, N.W., Suite 200
Washington, DC 20005, USA
Phone: (202) 898-2200

For this or any other consumer publication in an accessible format (electronic ASCII text, Braille, large print, or audio) please write or call us at the address or phone number below, or send an e-mail to FCC504@fcc.gov.

To receive information on this and other FCC consumer topics through the Commission's electronic subscriber service, click on http://www.fcc.gov/cgb/contacts/.

This document is for consumer education purposes only and is not intended to affect any proceeding or cases involving this subject matter or related issues.

08/04/06

Treviso Bay - Voice Network Construction

Exhibit KWD-1

REDACTED

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 20
Company/ EMBARQ
Witness: Treviso Bay - Voice Network Construction
Date: 2/14/10 (KWD-1)

Embarq - Florida
Treviso Bay NPV Cash Flow Analysis

	Key Assumptions:	
1	New Capital (shown Yrs 1-6)	[redacted]
2	Consumed Capital (shown Yr 1)	
3	Total Capital	
4	Reinvested Capital (new DLC Yr 11)	
5	Penetration	
6	Subscribers	
7	Revenue - Ala Carte Sub	
8	Revenue - Bundle Sub	
9	Percent Buying Bundle	
10	Revenue Per Sub - Avg	
11	Maintenance	
12	Capital Cost	

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
13	Demand Units - Year End	[redacted]																			
14	Demand Units - Mid-Year																				
15	Capital Expenditures																				
16	Revenue																				
17	Cash Expenses																				
18	Income Tax																				
19	Cash Flow - In(Out)																				
20	Cumulative Cash Flow - In(Out)																				
21	Discount Rate @ 8.12%																				
22	NPV By Year																				
23	Cumulative NPV																				

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 21
Company/ EMBARQ
Witness: (KWD-2)
Date: 2/14/07

Vita of Don J. Wood
30000 Mill Creek Avenue, Suite 395, Alpharetta, Georgia 30022
Voice 770.475.9971, Facsimile 770.475.9972

CURRENT EMPLOYMENT

Don J. Wood is a principal in the firm of Wood & Wood. He provides economic, financial, and regulatory analysis services in telecommunications and related convergence industries, specializing in economic policy related to the development of competitive markets, inter-carrier compensation, and cost of service issues. In addition, Mr. Wood advises industry associations on regulatory and economic policy and assists investors in their evaluation of investment opportunities in the telecommunications industry. The scope of his work has included wireline and wireless communications, data services, and emerging technologies.

As a consultant, Mr. Wood has assisted his clients in responding to the challenges and business opportunities of the industry both before and subsequent to the Telecommunications Act of 1996. Prior to his work as a consultant, Mr. Wood was employed in a management capacity at a major Local Exchange Company and an Interexchange Carrier. He has been directly involved in both the development and implementation of regulatory policy and business strategy.

In the area of administrative law, Mr. Wood has presented testimony before the regulatory bodies of forty-two states, the District of Columbia, and Puerto Rico, and has prepared comments and testimony for filing with the Federal Communications Commission. The subject matter of his testimony has ranged from broad policy issues to detailed cost and rate analysis.

Mr. Wood has also presented testimony in state, federal, and overseas courts regarding business plans and strategies, competition policy, inter-carrier compensation, and cost of service issues. He has presented studies of the damages incurred by plaintiffs and has provided rebuttal testimony to damage calculations performed by others. Mr. Wood has also testified in alternative dispute resolution proceedings conducted pursuant to both AAA and CPR rules.

Mr. Wood is an experienced commercial mediator and is registered as a neutral with the Georgia Office of Dispute Resolution.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 22
Company/ Treviso Bay Development, LLC
Witness: Don J. Wood (DJW-1)
Date: 02/14/07

PREVIOUS INDUSTRY EMPLOYMENT

Klick, Kent & Allen/FTI Consulting, Inc.
Regional Director.

GDS Associates, Inc.
Senior Project Manager.

MCI Telecommunications Corporation
Manager of Regulatory Analysis, Southeast Division.
Manager, Corporate Economic Analysis and Regulatory Affairs.

BellSouth Services, Inc.
Staff Manager.

EDUCATION

Emory University, Atlanta, Ga.
BBA in Finance, with Distinction.

College of William and Mary, Williamsburg, Va.
MBA, with concentrations in Finance and Microeconomics.

TESTIMONY - STATE REGULATORY COMMISSIONS:

Alabama Public Service Commission

Docket No. 19356, Phase III: Alabama Public Service Commission vs. All Telephone Companies Operating in Alabama, and Docket 21455: AT&T Communications of the South Central States, Inc., Applicant, Application for a Certificate of Public Convenience and Necessity to Provide Limited IntraLATA Telecommunications Service in the State of Alabama.

Docket No. 20895: In Re: Petition for Approval to Introduce Business Line Termination for MCI's 800 Service.

Docket No. 21071: In Re: Petition by South Central Bell for Introduction of Bidirectional Measured Service.

Docket No. 21067: In Re: Petition by South Central Bell to Offer Dial Back-Up Service and 2400 BPS Central Office Data Set for Use with PulseLink Public Packet Switching Network Service.

Docket No. 21378: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. 21865: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Introduce Network Services to be Offered as a Part of Open Network Architecture.

Docket No. 25703: In Re: In the Matter of the Interconnection Agreement Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 25704: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated and CONTEL of the South, Inc. Concerning Interconnection and Resale under the Telecommunications Act of 1996.

Docket No. 25835: In Re: Petition for Approval of a Statement of Generally Available Terms and Conditions Pursuant to §252(f) of the Telecommunications Act of 1996 and Notification of Intention to File a §271 Petition for In-Region InterLATA Authority with the Federal Communications Commission Pursuant to the Telecommunications Act of 1996.

Docket No. 26029: In Re: Generic Proceeding - Consideration of TELRIC Studies.

Docket No. 25980: Implementation of the Universal Support Requirements of Section 254 of the Telecommunications Act of 1996.

Docket No. 27091: Petition for Arbitration by ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 27821: Generic Proceeding to Establish Prices for Interconnection Services and Unbundled Network Elements.

Docket Nos. 27989 and 15957: BellSouth "Full Circle" Promotion and Generic Proceeding Considering the Promulgation of Telephone Rules Governing Promotions.

Docket No. 28841: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 29075: Petition of CenturyTel to Establish Wholesale Avoidable Cost Discount Rates for Resale of Local Exchange Service.

Docket No. 29054: IN RE: Implementation of the Federal Communications Commission's Triennial Review Order (Phase II – Local Switching for Mass Market Customers).

Docket No. 29172: Southern Public Communication Association, Complainant, and BellSouth Telecommunications, Inc., Defendant.

The Regulatory Commission of Alaska

Case No. U-02-039: In the Matter of Request by Alaska Digitel, LLC for Designation as a Carrier Eligible To Receive Federal Universal Service Support Under the Telecommunications Act of 1996.

Case No. U-04-62: In the Matter of the Request by Alaska Wireless Communications, LLC For Designation as a Carrier Eligible to Receive Federal Universal Service Support Under the Telecommunications Act of 1996.

Arkansas Public Service Commission

Docket No. 92-337-R: In the Matter of the Application for a Rule Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Public Utilities Commission of the State of California

Rulemaking 00-02-005: Order Instituting Rulemaking on the Commission's Own Motion into Reciprocal Compensation for Telephone Traffic Transmitted to Internet Service Provider Modems.

Application Nos. 01-02-024, 01-02-035, 02-02-031, 02-02-032, 02-02-034, 02-03-002: Applications for the Commission to Reexamine the Recurring Costs and Prices of Unbundled Network Element Costs Pursuant to Ordering Paragraph 11 of D.99-11-050.

Application No. 05-02-027: In the Matter of the Joint Application of SBC Communications Inc. ("SBC") and AT&T Corp. ("AT&T") for Authorization to Transfer Control of AT&T Communications of California (U-5002), TCG Los Angeles, Inc. (U-5462), TCG San Diego (U-5389), and TCG San Francisco (U-5454) to SBC, Which Will Occur Indirectly as a Result of AT&T's Merger With a Wholly-Owned Subsidiary of SBC, Tau Merger Sub Corporation.

Application No. 05-04-020: In the Matter of the Joint Application of Verizon Communications Inc. ("Verizon") and MCI, Inc. ("MCI") to Transfer Control of MCI's California Utility Subsidiaries to Verizon, Which Will Occur Indirectly as a Result of Verizon's Acquisition of MCI.

Public Utilities Commission of the State of Colorado

Docket No. 96A-345T: In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and US West Communications, Inc., Pursuant to 47 U.S.C. Section 252. Docket No. 96A-366T: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc., for Arbitration Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with US West Communications, Inc. (consolidated).

Docket No. 96S-257T: In Re: The Investigation and Suspension of Tariff Sheets Filed by US West Communications, Inc., with Advice Letter No. 2608 Regarding Proposed Rate Changes.

Docket No. 98F-146T: Colorado Payphone Association, Complainant, v. US West Communications, Inc., Respondent.

Docket No. 02A-276T: In the Matter of the Application of Wiggins Telephone Association for Approval of its Disaggregation Plan

Docket No. 02A-444T: In the Matter of NECC's Application to Redefine the Service Area of Eastern Slope Rural Telephone Association, Inc., Great Plains Communications, Inc., Plains Coop Telephone Association, Inc., and Sunflower Telephone Co., Inc.

State of Connecticut, Department of Utility Control

Docket 91-12-19: DPUC Review of Intrastate Telecommunications Services Open to Competition (Comments).

Docket No. 94-07-02: Development of the Assumptions, Tests, Analysis, and Review to Govern Telecommunications Service Reclassifications in Light of the Eight Criteria Set Forth in Section 6 of Public Act 94-83 (Comments).

Docket No. 03-11-16: Petition of Tel Comm Technologies, et. al., for Review and Amendment of Southern New England Telephone Company's Charges for Pay Telephone Access Services.

Delaware Public Service Commission

Docket No. 93-31T: In the Matter of the Application of The Diamond State Telephone Company for Establishment of Rules and Rates for the Provision of IntelliLinQ-PRI and IntelliLinQ-BRI.

Docket No. 41: In the Matter of the Development of Regulations for the Implementation of the Telecommunications Technology Investment Act.

Docket No. 96-324: In the Matter of the Application of Bell Atlantic-Delaware, Inc. for Approval of its Statement of Terms and Conditions Under Section 252(f) of the Telecommunications Act of 1996 (Phase II).

Docket No. 02-001: In the Matter of the Inquiry into Verizon Delaware Inc.'s Compliance with the Conditions Set Forth in 47 U.S.C. § 271(c).

Florida Public Service Commission

Docket No. 881257-TL: In Re: Proposed Tariff by Southern Bell to Introduce New Features for Digital ESSX Service, and to Provide Structural Changes for both ESSX Service and Digital ESSX Service.

Docket No. 880812-TP: In Re: Investigation into Equal Access Exchange Areas (EAEAs), Toll Monopoly Areas (TMAs), 1+ Restriction to the Local Exchange Companies (LECs), and Elimination of the Access Discount.

Docket No. 890183-TL: In Re: Generic Investigation into the Operations of Alternate Access Vendors.

Docket No. 870347-TI: In Re: Petition of AT&T Communications of the Southern States for Commission Forbearance from Earnings Regulation and Waiver of Rule 25-4.495(1) and 25-24.480 (1) (b), F.A.C., for a trial period.

Docket No. 900708-TL: In Re: Investigation of Methodology to Account for Access Charges in Local Exchange Company (LEC) Toll Pricing.

Docket No. 900633-TL: In Re: Development of Local Exchange Company Cost of Service Study Methodology.

Docket No. 910757-TP: In Re: Investigation into the Regulatory Safeguards Required to Prevent Cross-Subsidization by Telephone Companies.

Docket No. 920260-TL: In Re: Petition of Southern Bell Telephone and Telegraph Company for Rate Stabilization, Implementation Orders, and Other Relief.

Docket No. 950985-TP: In Re: Resolution of Petitions to establish 1995 rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes.

Docket No. 960846-TP: In Re: Petition by MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for Arbitration of Certain Terms and Conditions of a proposed agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 and Docket No. 960833-TP: In Re: Petition by AT&T Communications of the Southern States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 960847-TP and 960980-TP: In Re: Petition by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation, MCI Metro Access Transmission Service, Inc., for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE Florida Incorporated Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 961230-TP: In Re: Petition by MCI Telecommunications Corporation for Arbitration with United Telephone Company of Florida and Central Telephone Company of Florida Concerning Interconnection Rates, Terms, and Conditions, Pursuant to the Federal Telecommunications Act of 1996.

Docket No. 960786-TL: In Re: Consideration of BellSouth Telecommunications, Inc.'s Entry Into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 1996.

Docket Nos. 960833-TP, 960846-TP, 960757-TP, and 971140-TP: Investigation to develop permanent rates for certain unbundled network elements.

Docket No. 980696-TP: In Re: Determination of the cost of basic local telecommunications service, pursuant to Section 364.025 Florida Statutes.

Docket No. 990750-TP: Petition by ITC^DeltaCom Communications, Inc., d/b/a/ ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

Docket No. 991605-TP: Petition of BellSouth Telecommunications, Inc. for Arbitration of the Interconnection Agreement Between Time Warner Telecom of Florida, L.P., pursuant to Section 252 (b) of the Telecommunications Act of 1996.

Docket No. 030137-TP: In re: Petition for Arbitration of Unresolved Issues in Negotiation of Interconnection Agreement with BellSouth Telecommunications, Inc. by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom.

Docket No. 030300-TP: In re: Petition for expedited review of BellSouth Telecommunications, Inc.'s intrastate tariffs for pay telephone access services (PTAS) rate with respect to rates for payphone line access, usage, and features, by Florida Public Telecommunications Association.

Docket No. 030851-TP: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 040353-TP: In Re: Petition of Supra Telecommunications and Information Systems, Inc. to Review and Cancel BellSouth's Promotional Offering Tariffs Offered In Conjunction with its New Flat Rate Service Known as PreferredPack.

Docket No. 040604-TL: In Re: Adoption of the National School Lunch Program and an Income-based Criterion at or Below 135% of the Federal Poverty Guidelines as Eligibility Criteria for the Lifeline and Linkup Programs.

Docket No. 050119-TP: Joint Petition of TDS Telecom d/b/a TDS Telecom/Quincy Telephone, ALLTEL Florida, Inc., Northeast Florida Telephone Company d/b/a NEFCOM, GTC, Inc. d/b/a GT Com, Smart City Telecommunications, LLC d/b/a Smart City Telecom, ITS Telecommunications Systems, Inc., and Frontier Communications of the South, LLC ("Joint Petitioners") objecting to and requesting suspension of Proposed Transit Traffic Service Tariff filed by BellSouth Telecommunications, Inc. and Docket No. 050125-TP: Petition and complaint for suspension and cancellation of Transit Tariff Service No. FL 2004-284 filed by BellSouth Telecommunications, Inc. by AT&T Communications of the Southern States, LLC (consolidated).

Docket No. 060598-TL: In Re: Petition by BellSouth Telecommunications, Inc., Pursuant to Florida Statutes §364.051(4) to Recover 2005 Tropical System Related Costs and Expenses.

Docket No. 060644-TL: Petition by Embarq Florida, Inc., Pursuant to Florida Statutes §364.051(4) to Recover 2005 Tropical System Related Costs and Expenses.

Georgia Public Service Commission

Docket No. 3882-U: In Re: Investigation into Incentive Telephone Regulation in Georgia.

Docket No. 3883-U: In Re: Investigation into the Level and Structure of Intrastate Access Charges.

Docket No. 3921-U: In Re: Compliance and Implementation of Senate Bill 524.

Docket No. 3905-U: In Re: Southern Bell Rule Nisi.

Docket No. 3995-U: In Re: IntraLATA Toll Competition.

Docket No. 4018-U: In Re: Review of Open Network Architecture (ONA) (Comments).

Docket No. 5258-U: In Re: Petition of BellSouth Telecommunications for Consideration and Approval of its "Georgians FIRST" (Price Caps) Proposal.

Docket No. 5825-U: In Re: The Creation of a Universal Access Fund as Required by the Telecommunications Competition and Development Act of 1995.

Docket No. 6801-U: In Re: Interconnection Negotiations Between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc., Pursuant to Sections 251-252 and 271 of the Telecommunications Act of 1996.

Docket No. 6865-U: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Docket No. 7253-U: In Re: BellSouth Telecommunications, Inc.'s Statement of Generally Available Terms and Conditions Under Section 252 (f) of the Telecommunications Act of 1996.

Docket No. 7061-U: In Re: Review of Cost Studies and Methodologies for Interconnection and Unbundling of BellSouth Telecommunications Services.

Docket No. 10692-U: In Re: Generic Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements.

Docket No. 10854-U: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 16583-U: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 17749-U: In Re: FCC's Triennial Review Order Regarding the Impairment of Local Switching for Mass Market Customers.

Docket No. 22682-U: In Re: Notice of Merger of AT&T, Inc. and BellSouth Corporation together with its Certificated Georgia Subsidiaries.

Public Utilities Commission of Hawaii

Docket No. 7702: In the Matter of Instituting a Proceeding on Communications, Including an Investigation of the Communications Infrastructure of the State of Hawaii.

Idaho Public Utilities Commission

Case No. GNR-T-03-08: In the Matter of the Petition of IAT Communications, Inc., d/b/a NTCDIdaho, Inc., or ClearTalk, for Designation as an Eligible Telecommunications Carrier, and Case No. GNR-T-03-16: In the Matter of the Application of NCPR, Inc., d/b/a Nextel Partners, seeking designation as an Eligible Telecommunications Carrier.

Illinois Commerce Commission

Docket No. 04-0653: USCOC of Illinois RSA #1, LLC., USCOC of Illinois RSA #4 LLC., USCOC of Illinois Rockford, LLC., and USCOC of Central Illinois, LLC. Petition for Designation as an Eligible Telecommunications Carrier Under 47 U.S.C. Section 214(e)(2).

Docket Nos. 05-0644, 05-0649, and 05-0657: Petition of Hamilton County Telephone Co-Op et. al. for Arbitration under the Telecommunications Act to Establish Terms and Conditions for Reciprocal Compensation with Verizon Wireless and its Constituent Companies.

Indiana Utility Regulatory Commission

Cause No. 42303: In the Matter of the Complaint of the Indiana Payphone Association for a Commission Determination of Just and Reasonable Rates and Charges and Compliance with Federal Regulations.

Cause No. 41052-ETC-43: In the Matter of the Designation of Eligible Telecommunications Carriers by the Indiana Utility Regulatory Commission Pursuant to the Telecommunications Act of 1996 and Related FCC Orders. In Particular, the Application of NPCR, Inc. d/b/a Nextel Partners to be Designated.

Cause No. 42530: In the Matter of the Indiana Utility Regulatory Commission's Investigation of Matters Related to Competition in the State of Indiana Pursuant to Ind. Code 8-1-2 *et seq.*

Iowa Utilities Board

Docket No. RPU-95-10.

Docket No. RPU-95-11.

State Corporation Commission of the State of Kansas

Docket No. 00-GIMT-1054-GIT: In the Matter of a General Investigation to Determine Whether Reciprocal Compensation Should Be Paid for Traffic to an Internet Service Provider.

Docket No. 04-RCCT-338-ETC:In the Matter of Petition of RCC Minnesota, Inc. for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Kentucky Public Service Commission

Administrative Case No. 10321: In the Matter of the Tariff Filing of South Central Bell Telephone Company to Establish and Offer Pulselink Service.

Administrative Case No. 323: In the Matter of An Inquiry into IntraLATA Toll Competition, An Appropriate Compensation Scheme for Completion of IntraLATA Calls by Interexchange Carriers, and WATS Jurisdictionality.

- Phase IA: Determination of whether intraLATA toll competition is in the public interest.
- Phase IB: Determination of a method of implementing intraLATA competition.
- Rehearing on issue of Imputation.

Administrative Case No. 90-256, Phase II: In the Matter of A Review of the Rates and Charges and Incentive Regulation Plan of South Central Bell Telephone Company.

Administrative Case No. 336: In the Matter of an Investigation into the Elimination of Switched Access Service Discounts and Adoption of Time of Day Switch Access Service Rates.

Administrative Case No. 91-250: In the Matter of South Central Bell Telephone Company's Proposed Area Calling Service Tariff.

Administrative Case No. 96-431: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-478: In Re: The Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-482: In Re: The Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Administrative Case No. 360: In the Matter of: An Inquiry into Universal Service and Funding Issues.

Administrative Case No. 96-608: In the Matter of: Investigation Concerning the Provision of InterLATA Services by BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Administrative Case No. 382: An Inquiry into the Development of Deaveraged Rates for Unbundled Network Elements.

Case No. 2003-00143: In the matter of: Petition of NCPR, Inc., d/b/a Nextel Partners for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Kentucky.

Case No. 2003-00397: Review of Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements for Individual Network Elements.

Case Nos. 2006-00215: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and consolidated Case Nos. 2006-00217, 2006-00218, 2006-00220, 2006-00252, 2006-00255, 2006-00288, 2006-00292, 2006-00294, 2006-00296, 2006-00298, and 2006-00300.

Louisiana Public Service Commission

Docket No. 17970: In Re: Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of AT&T Communications of the South Central States, Inc., in its Louisiana Operations.

Docket No. U-17949: In the Matter of an Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of South Central Bell Telephone Company, Its Louisiana Intrastate Operations, The Appropriate Level of Access Charges, and All Matters Relevant to the Rates and Service Rendered by the Company.

- Subdocket A (SCB Earnings Phase)
- Subdocket B (Generic Competition Phase)

Docket No. 18913-U: In Re: South Central Bell's Request for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. U-18851: In Re: Petition for Elimination of Disparity in Access Tariff Rates.

Docket No. U-22022: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s TSLRIC and LRIC Cost Studies Submitted Pursuant to Sections 901(C) and 1001(E) of the Regulations for Competition in the Local Telecommunications Market as Adopted by General Order Dated March 15, 1996 in Order to Determine the Cost of Interconnection Services and Unbundled Network Components to Establish Reasonable, Non-Discriminatory, Cost Based Tariffed Rates and Docket No. U-22093: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s Tariff Filing of April 1, 1996, Filed Pursuant to Section 901 and 1001 of the Regulations for Competition in the Local Telecommunications Market Which Tariff Introduces Interconnection and Unbundled Services and Establishes the Rates, Terms and Conditions for Such Service Offerings (consolidated).

Docket No. U-22145: In the Matter of Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. U-22252: In Re: Consideration and Review of BST's Preapplication Compliance with Section 271 of the Telecommunications Act of 1996, including but not limited to the fourteen requirements set forth in Section 271 (c) (2) (b) in order to verify compliance with section 271 and provide a recommendation to the FCC regarding BST's application to provide interLATA services originating in-region.

Docket No. U-20883 Subdocket A: In Re: Submission of the Louisiana Public Service Commission's Forward Looking Cost Study to the FCC for Purposes of Calculating Federal Universal Service Support.

Docket No. U-24206: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. U-22632: In Re: BellSouth Telecommunications, Inc. Filing of New Cost Studies for Providing Access Line Service for Customer Provided Public Telephones and Smartline Service for Public Telephone Access.

Docket No. Docket No. U-24714-A: In Re: Final Deaveraging of BellSouth Telecommunications, Inc. UNE Rates Pursuant to FCC 96-45 Ninth Report and Order and Order on Eighteenth Order on Reconsideration Released November 2, 1999.

Docket No. U-27571: In Re: Louisiana Public Service Commission Implementation of the Requirements Arising from The Federal Communications Commission's Triennial Review Order, Order 03-36: Unbundled Local Circuit Switching for Mass Market Customers and Establishment of a Batch Cut Migration Process.

Public Service Commission of Maryland

Case 8584, Phase II: In the Matter of the Application of MFS Intelenet of Maryland, Inc. for Authority to Provide and Resell Local Exchange and Intrastate Telecommunications Services in Areas Served by C&P Telephone Company of Maryland.

Case 8715: In the Matter of the Inquiry into Alternative Forms of Regulating Telephone Companies.

Case 8731: In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996.

Massachusetts Department of Telecommunications and Energy

D.P.U./D.T.E. 97088/97-18 (Phase II): Investigation by the Department of Telecommunications & Energy on its own motion regarding (1) implementation of section 276 of the Telecommunications Act of 1996 relative to public interest payphones, (2) Entry and Exit Barriers for the Payphone Marketplace, (3) New England Telephone and Telegraph Compnay d/b/a NYNEX's Public Access Smart-Pay Service, and (4) the rate policy for operator service providers.

Michigan Public Service Commission

Case No. U-14781: In the matter on the Commission's Own Motion to examine the total service long run incremental costs of the Michigan Exchange Carriers Association Companies, including Ace Telephone Company, Barry County Telephone Company, Deerfield Farmers' Telephone Company, Kaleva Telephone Company, Lennon telephone Company, Ogden telephone Company, Pigeon Telephone Company, Upper Peninsula Telephone Company, and Waldron Telephone Company.

Minnesota Public Utilities Commission

PUC Docket No. PT6153/AM-02-686, OAH Docket No. 3-2500-14980-2: In the Matter of Petition of Midwest Wireless Communications, LLC for Designation as an Eligible Communications carrier under 47 U.S.C. § 214(e)(2).

PUC Docket No. PT-6182, 6181/M-02-1503: In the Matter of RCC Minnesota, Inc. and Wireless Alliance, LLC for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Mississippi Public Service Commission

Docket No. U-5086: In Re: MCI Telecommunications Corporation's Metered Use Service Option D (Prism I) and Option E (Prism II).

Docket No. U-5112: In Re: MCI Telecommunications Corporation's Metered Use Option H (800 Service).

Docket No. U-5318: In Re: Petition of MCI for Approval of MCI's Provision of Service to a Specific Commercial Banking Customers for Intrastate Interexchange Telecommunications Service.

Docket 89-UN-5453: In Re: Notice and Application of South Central Bell Telephone Company for Adoption and Implementation of a Rate Stabilization Plan for its Mississippi Operations.

Docket No. 90-UA-0280: In Re: Order of the Mississippi Public Service Commission Initiating Hearings Concerning (1) IntraLATA Competition in the Telecommunications Industry and (2) Payment of Compensation by Interexchange Carriers and Resellers to Local Exchange Companies in Addition to Access Charges.

Docket No. 92-UA-0227: In Re: Order Implementing IntraLATA Competition.

Docket No. 96-AD-0559: In Re: In the Matter of the Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 98-AD-035: Universal Service.

Docket No. 97-AD-544: In Re: Generic Proceeding to Establish Permanent Prices for BellSouth Interconnection and Unbundled Network Elements.

Docket No. 2003-AD-714: Generic Proceeding to Review the Federal Communications Commission's Triennial Review Order.

Public Service Commission of the State of Missouri

Case No. TO-2004-0527: In the Matter of the Application of WWC License, LLC, d/b/a CellularOne, for Designation as an Eligible Telecommunications Carrier, and Petition for Redefinition of Rural Telephone Company Areas.

Case No. to-2005-0384: Application of USCOC of Greater Missouri, LLC For Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Public Service Commission of the State of Montana

Docket No. D2000.8.124: In the Matter of Touch America, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 of the Terms and Conditions of Interconnection with Qwest Corporation, f/k/a US West Communications, Inc.

Docket No. D2000.6.89: In the Matter of Qwest Corporation's Application to Establish Rates for Interconnection, Unbundled Network Elements, Transport and Termination, and Resale Services.

Docket No. D2003.1.14: In the Matter of WWC Holding Co. Application for Designation as an Eligible Telecommunications Carrier in Montana Areas Served by Qwest Corporation.

Nebraska Public Service Commission

Docket No. C-1385: In the Matter of a Petition for Arbitration of an Interconnection Agreement Between AT&T Communications of the Midwest, Inc., and US West Communications, Inc.

Application No. C-3324: In the Matter of the Petition of N.E. Colorado Cellular, Inc., d/b/a Viaero Wireless for designation as an Eligible Telecommunications Carrier under 47 U.S.C. § 214(e)(2).

Docket No. 3725: In the Matter of Application of United States Cellular Corporation for Designation as an Eligible Telecommunications Carrier Pursuant To Section 214(e)(2) of the Communications Act of 1934.

Public Utilities Commission of Nevada

Docket No. 04-3030: In re: Application of WWD License LLC, d/b/a CellularOne, for redefinition of its service area as a designated Eligible Telecommunications Carrier.

New Jersey Board of Public Utilities

Docket No. TM0530189: In the Matter of the Joint Petition of Verizon Communications Inc., and MCI, Inc. for Approval of Merger.

New York Public Service Commission

Case No. 28425: Proceeding on Motion of the Commission as to the Impact of the Modification of Final Judgement and the Federal Communications Commission's Docket 78-72 on the Provision of Toll Service in New York State.

North Carolina Public Utilities Commission

Docket No. P-100, Sub 72: In the Matter of the Petition of AT&T to Amend Commission Rules Governing Regulation of Interexchange Carriers (Comments).

Docket No. P-141, Sub 19: In the Matter of the Application of MCI Telecommunications Corporation to Provide InterLATA Facilities-Based Telecommunications Services (Comments).

Docket No. P-55, Sub 1013: In the Matter of Application of BellSouth Telecommunications, Inc. for, and Election of, Price Regulation.

Docket Nos. P-7, Sub 825 and P-10, Sub 479: In the Matter of Petition of Carolina Telephone and Telegraph and Central Telephone Company for Approval of a Price Regulation Plan Pursuant to G.S. 62-133.5.

Docket No. P-19, Sub 277: In the Matter of Application of GTE South Incorporated for and Election of, Price Regulation.

Docket No. P-141, Sub 29: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with BellSouth Telecommunications, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with BellSouth Telecommunications, Inc. (consolidated).

Docket No. P-141, Sub 30: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc. (consolidated).

Docket No. P-100, Sub 133b: Re: In the Matter of Establishment of Universal Support Mechanisms Pursuant to Section 254 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133d: Re: Proceeding to Determine Permanent Pricing for Unbundled Network Elements.

Docket No. P-100, Sub 84b: Re: In the Matter of Petition of North Carolina Payphone Association for Review of Local Exchange Company Tariffs for Basic Payphone Services (Comments).

Docket No. P-561, Sub 10: BellSouth Telecommunications, Inc., Complainant, v. US LEC of North Carolina, LLC, and Metacomm, LLC, Respondents.

Docket No. P-472, Sub 15: In the Matter of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Time Warner Telecom of North Carolina, L.P. Pursuant to Section 252(b) of the Telecommunications Act of 1996.

Docket Nos. P-7, Sub 995; P-10, Sub 633: ALEC., Inc. v. Carolina Telephone and Telegraph Company and Central Telephone Company.

Docket No. P-500, Sub 18: In the Matter of: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. P-118, Sub 30: In the matter of: Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133q: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Public Utilities Commission of Ohio

Case No. 93-487-TP-ALT: In the Matter of the Application of The Ohio Bell Telephone Company for Approval of an Alternative Form of Regulation.

Case No. 05-0269-TP-ACO: In the matter of the Joint Application of SBC Communications, Inc. and AT&T Corp. for Consent and Approval of a Change of Control.

Oklahoma Corporation Commission

Cause No. PUD 01448: In the Matter of the Application for an Order Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Cause No. PUD 200300195: Application of United States Cellular Corporation for Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Cause No. PUD 200300239: Application of Dobson Cellular Systems, Inc. for Designation as an Eligible Telecommunications Carrier Pursuant to the Telecommunications Act of 1996.

Cause No. PUD 200500122: In the matter of Dobson Cellular Systems, Inc., and American Cellular Corporation application for designation as a competitive eligible telecommunications carrier and redefinition of the service area requirement pursuant to Section 214(e) of the Telecommunications Act of 1996.

Public Utility Commission of Oregon

Docket No. UT 119: In the Matter of an Investigation into Tariffs Filed by US West Communications, Inc., United Telephone of the Northwest, Pacific Telecom, Inc., and GTE Northwest, Inc. in Accordance with ORS 759.185(4).

Docket No. ARB 3: In the Matter of the Petition of AT&T Communications of the Pacific Northwest, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996. Docket No. ARB 6: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc. for Arbitration of Interconnection Rates,

Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 (consolidated).

Docket No. ARB 9: In the Matter of the Petition of an Interconnection Agreement Between MCIMetro Access Transportation Services, Inc. and GTE Northwest Incorporated, Pursuant to 47 U.S.C. Section 252.

Docket No. UT-125: In the Matter of the Application of US West Communications, Inc. for an Increase in Revenues.

Docket No. UM 1083: RCC Minnesota, Inc. Application for Designation as an Eligible Telecommunications Carrier, Pursuant to the Telecommunications Act of 1996.

Docket No. UM 1084: United States Cellular Corporation Application for Designation as an Eligible Telecommunications Carrier, Pursuant to the Telecommunications Act of 1996.

Docket No. UM 1217: Staff Investigation to Establish Requirements for Initial Designation and Recertification of Telecommunications Carriers Eligible to Receive Federal Universal Service Support.

Pennsylvania Public Utilities Commission

Docket No. I-00910010: In Re: Generic Investigation into the Current Provision of InterLATA Toll Service.

Docket No. P-00930715: In Re: The Bell Telephone Company of Pennsylvania's Petition and Plan for Alternative Form of Regulation under Chapter 30.

Docket No. R-00943008: In Re: Pennsylvania Public Utility Commission v. Bell Atlantic-Pennsylvania, Inc. (Investigation of Proposed Promotional Offerings Tariff).

Docket No. M-00940587: In Re: Investigation pursuant to Section 3005 of the Public Utility Code, 66 Pa. C. S. §3005, and the Commission's Opinion and Order at Docket No. P-930715, to establish standards and safeguards for competitive services, with particular emphasis in the areas of cost allocations, cost studies, unbundling, and imputation, and to consider generic issues for future rulemaking.

Docket No. A-310489F7004: Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the telecommunications Act of 1996.

Docket Nos. A-310580F9, A-310401F6, A-310407F3, A-312025F5, A-310752F6, A-310364F3: Joint Application of Verizon Communications Inc. and MCI, Inc. For Approval of Agreement and Plan of Merger.

South Carolina Public Service Commission

Docket No. 90-626-C: In Re: Generic Proceeding to Consider Intrastate Incentive Regulation.

Docket No. 90-321-C: In Re: Petition of Southern Bell Telephone and Telegraph Company for Revisions to its Access Service Tariff Nos. E2 and E16.

Docket No. 88-472-C: In Re: Petition of AT&T of the Southern States, Inc., Requesting the Commission to Initiate an Investigation Concerning the Level and Structure of Intrastate Carrier Common Line (CCL) Access Charges.

Docket No. 92-163-C: In Re: Position of Certain Participating South Carolina Local Exchange Companies for Approval of an Expanded Area Calling (EAC) Plan.

Docket No. 92-182-C: In Re: Application of MCI Telecommunications Corporation, AT&T Communications of the Southern States, Inc., and Sprint Communications Company, L.P., to Provide IntraLATA Telecommunications Services.

Docket No. 95-720-C: In Re: Application of BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company for Approval of an Alternative Regulation Plan.

Docket No. 96-358-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 96-375-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and GTE South Incorporated Pursuant to 47 U.S.C. § 252.

Docket No. 97-101-C: In Re: Entry of BellSouth Telecommunications, Inc. into the InterLATA Toll Market.

Docket No. 97-374-C: In Re: Proceeding to Review BellSouth Telecommunications, Inc. Cost for Unbundled Network Elements.

Docket No. 97-239-C: Intrastate Universal Service Fund.

Docket No. 97-124-C: BellSouth Telecommunications, Inc. Revisions to its General Subscriber Services Tariff and Access Service Tariff to Comply with the FCC's Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996.

Docket No. 1999-268-C: Petition of Myrtle Beach Telephone, LLC, for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Horry Telephone Cooperative, Inc.

Docket No. 1999-259-C: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Docket No. 2001-65-C: Generic Proceeding to Establish Prices for BellSouth's Interconnection Services, Unbundled Network Elements and Other Related Elements and Services.

Docket No. 2003-326-C: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

South Dakota Public Utilities Commission

Docket No. TC03-191: In the Matter of the Filing by WWC License, LLC d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Other Rural Areas.

Docket No. TC03-193: In the Matter of the Petition of RCC Minnesota, Inc., and Wireless Alliance, L.L.C., for Designation as an Eligible Telecommunications Carrier under 47 U.S.C. §214(e)(2).

Tennessee Public Service Commission

Docket No. 90-05953: In Re: Earnings Investigation of South Central Bell Telephone Company.

Docket Nos. 89-11065, 89-11735, 89-12677: AT&T Communications of the South Central States, MCI Telecommunications Corporation, US Sprint Communications Company -- Application for Limited IntraLATA Telecommunications Certificate of Public Convenience and Necessity.

Docket No. 91-07501: South Central Bell Telephone Company's Application to Reflect Changes in its Switched Access Service Tariff to Limit Use of the 700 Access Code.

Tennessee Regulatory Authority

Docket No. 96-01152: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration under the Telecommunications Act of 1996 and Docket No. 96-01271: In Re: Petition by MCI Telecommunications Corporation for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 96-01262: In Re: Interconnection Agreement Negotiations Between AT&T of the South Central States, Inc. and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252.

Docket No. 97-01262: Proceeding to Establish Permanent Prices for Interconnection and Unbundled Network Elements.

Docket No. 97-00888: Universal Service Generic Contested Case.

Docket No. 99-00430: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.

Docket No. 97-00409: In Re: All Telephone Companies Tariff Filings Regarding Reclassification of Pay Telephone Service as Required by Federal Communications Commission Docket No. 96-128.

Docket No. 03-00119: In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc.

Docket No. 03-00491: In Re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.

Docket No. 06-00093: In Re: Joint Filing of AT&T, Inc., BellSouth Corporation, and BellSouth's Certified Tennessee Subsidiaries Regarding Change of Control.

Public Utility Commission of Texas

Docket No. 12879: Application of Southwestern Bell Telephone Company for Expanded Interconnection for Special Access Services and Switched Transport Services and Unbundling of Special Access DS1 and DS3 Services Pursuant to P. U. C. Subst. R. 23.26.

Docket No. 18082: Complaint of Time Warner Communications against Southwestern Bell Telephone Company.

Docket No. 21982: Proceeding to Examine Reciprocal Compensation Pursuant to Section 252 of the Federal Telecommunications Act of 1996.

Docket No. 23396: Joint Petition of CoServ, LLC d/b/a CoServ Communications and Multitechnology Services, LP d/b/a CoServ Broadband Services for Arbitration of Interconnection Rates, Terms, Conditions, and Related Arrangements with Southwestern Bell Telephone Company.

Docket No. 24015: Consolidated Complaints and Requests of Post-Interconnection Dispute Resolution Regarding Inter-Carrier Compensation for FX-Type Traffic Against Southwestern Bell Telephone Company.

PUC Docket No. 27709: Application of NPCR, Inc., dba Nextel Partners for Eligible Telecommunications Carrier Designation (ETC).

PUC Docket No. 28744: Impairment Analysis for Dedicated Transport.

PUC Docket No. 28745: Impairment Analysis for Enterprise Loops.

PUC Docket No. 29144: Application of Dobson Cellular Systems, Inc., for Designation as an Eligible Telecommunications Carrier (ETC) pursuant to 47 U.S.C. 241 (e) and P.U. C. Subst. Rule 26.418.

State of Vermont Public Service Board

Docket No. 6533: Application of Verizon New England Inc. d/b/a Verizon Vermont for a Favorable Recommendation to Offer InterLATA Services Under 47 U.S.C. 271.

Docket No. 6882: Investigation into Public Access Line Rates of Verizon New England, Inc., d/b/a Verizon Vermont.

Docket No. 6934: Petition of RCC Atlantic Inc. for designation as an Eligible Telecommunications Carrier in areas served by rural telephone companies under the Telecommunications Act of 1996.

Virginia State Corporation Commission

Case No. PUC920043: Application of Virginia Metrotel, Inc. for a Certificate of Public Convenience and Necessity to Provide InterLATA Interexchange Telecommunications Services.

Case No. PUC920029: Ex Parte: In the Matter of Evaluating the Experimental Plan for Alternative Regulation of Virginia Telephone Companies.

Case No. PUC930035: Application of Contel of Virginia, Inc. d/b/a GTE Virginia to implement community calling plans in various GTE Virginia exchanges within the Richmond and Lynchburg LATAs.

Case No. PUC930036: Ex Parte: In the Matter of Investigating Telephone Regulatory Methods Pursuant to Virginia Code § 56-235.5, & Etc.

Case No. PUC-200540051: Application of Verizon Communications Inc. and MCI, Inc. for approval of Agreement and Plan of Merger resulting in the indirect transfer of control of MClmetro Access Transmission Services of Virginia, Inc., to Verizon Communications Inc.

Washington Utilities and Transportation Commission

Docket Nos. UT-941464, UT-941465, UT-950146, and UT-950265 (Consolidated): Washington Utilities and Transportation Commission, Complainant, vs. US West Communications, Inc., Respondent; TCG Seattle and Digital Direct of Seattle, Inc., Complainant, vs. US West Communications, Inc., Respondent; TCG Seattle, Complainant, vs. GTE Northwest Inc., Respondent; Electric Lightwave, Inc., vs. GTE Northwest, Inc., Respondent.

Docket No. UT-950200: In the Matter of the Request of US West Communications, Inc. for an Increase in its Rates and Charges.

Docket No. UT-000883: In the Matter of the Petition of U S West Communications, Inc. for Competitive Classification.

Docket No. UT-050814: In the Matter of the Joint Petition of Verizon Communications Inc., and MCI, Inc. for a Declaratory Order Disclaiming Jurisdiction Over or, in the Alternative a Joint Application for Approval of, Agreement and Plan of Merger.

Public Service Commission of West Virginia

Case No. 02-1453-T-PC: Highland Cellular, Inc. Petition for consent and approval to be designated as an eligible telecommunications carrier in the areas served by Citizens Telecommunications Company of West Virginia.

Case No. 03-0935-T-PC: Easterbrooke Cellular Corporation Petition for consent and approval to be designated as an eligible telecommunications carrier in the area served by Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia.

Public Service Commission of Wyoming

Docket No. 70000-TR-95-238: In the Matter of the General Rate/Price Case Application of US West Communications, Inc. (Phase I).

Docket No. PSC-96-32: In the Matter of Proposed Rule Regarding Total Service Long Run Incremental Cost (TSLRIC) Studies.

Docket No. 70000-TR-98-420: In the Matter of the Application of US West Communications, Inc. for authority to implement price ceilings in conjunction with its proposed Wyoming Price Regulation Plan for essential and noncompetitive telecommunications services (Phase III).

Docket No. 70000-TR-99-480: In the Matter of the Application of US West Communications, Inc. for authority to implement price ceilings in conjunction with its proposed Wyoming Price Regulation Plan for essential and noncompetitive telecommunications services (Phase IV).

Docket No. 70000-TR-00-556: In the Matter of the Filing by US West Communications, Inc. for Authority to File its TSLRIC 2000 Annual Input Filing and Docket No. 70000-TR-00-570: In the Matter of the Application of US West Communications, Inc. for Authority to File its 2000 Annual TSLRIC Study Filing.

Docket No. 70042-AT-04-4: In the Matter of the Petition of WWC Holding Co., Inc., d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Areas Served by Qwest Corporation, and Docket No. 70042-AT-04-5: In the Matter of the Petition of WWC Holding Co., Inc., d/b/a CellularOne for Designation as an Eligible Telecommunications Carrier in Clark, Basin, Frannie, Greybull, Lovell, Meeteetse, Burlington, Hyattville, and Tensleep (consolidated).

Public Service Commission of the District of Columbia

Formal Case No. 814, Phase IV: In the Matter of the Investigation into the Impact of the AT&T Divestiture and Decisions of the Federal Communications Commission on Bell Atlantic - Washington, D. C. Inc.'s Jurisdictional Rates.

Puerto Rico Telecommunications Regulatory Board

Case No. 98-Q-0001: In Re: Payphone Tariffs.

Case No. JRT-2001-AR-0002: In the Matter of Interconnection Rates, Terms and Conditions between WorldNet Telecommunications, Inc. and Puerto Rico Telephone Company.

Case No. JRT-2003-AR-0001: Re: Petition for Arbitration pursuant to Section 252(b) of the Federal Communications Act, and Section 5(b), Chapter II of the Puerto Rico Telecommunications Act, regarding interconnection rates, terms, and conditions.

Case No. JRT-2004-Q-0068: Telefónica Larga Distancia de Puerto Rico, Inc., Complainant, v. Puerto Rico Telephone Company, Defendant.

Case Nos. JRT-2005-Q-0121 and JRT-2005-Q-0218: Telefónica Larga Distancia de Puerto Rico, Inc., and WorldNet Telecommunications, Inc., Plaintiffs, v. Puerto Rico Telephone Company, Inc., Defendant.

COMMENTS/DECLARATIONS - FEDERAL COMMUNICATIONS COMMISSION

CC Docket No. 92-91: In the Matter of Open Network Architecture Tariffs of Bell Operating Companies.

CC Docket No. 93-162: Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection for Special Access.

CC Docket No. 91-141: Common Carrier Bureau Inquiry into Local Exchange Company Term and Volume Discount Plans for Special Access.

CC Docket No. 94-97: Review of Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 94-128: Open Network Architecture Tariffs of US West Communications, Inc.

CC Docket No. 94-97, Phase II: Investigation of Cost Issues, Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 96-98: In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996.

CC Docket No. 97-231: Application by BellSouth to Provide In-Region InterLATA Services.

CC Docket No. 98-121: Application by BellSouth to Provide In-Region InterLATA Services.

CCB/CPD No. 99-27: In the Matter of Petition of North Carolina Payphone Association for Expedited Review of, and/or Declaratory Ruling Concerning, Local Exchange Company Tariffs for Basic Payphone Services.

CC Docket No. 96-128: In the Matter of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, CCB/CPD No. 99-31: Oklahoma Independent Telephone Companies Petition for Declaratory Ruling (consolidated).

CCB/CPD No. 00-1: In the Matter of the Wisconsin Public Service Commission Order Directing Filings.

CC Docket No. 99-68: In the Matter of Inter-Carrier Compensation for ISP-Bound Traffic.

File No. EB-01-MD-020: In the Matter of Sprint Communications Company, L.P., Complainant v. Time Warner Telecom, Inc. Defendant.

Request by the American Public Communications Council that the Commission Issue a Notice of Proposed Rulemaking to Update the Dial-Around Compensation Rate.

File Nos. EB-02-MD-018-030: In the Matter of Communications Vending Corp. of Arizona, et. al., Complainants, v. Citizens Communications Co. f/k/a Citizens Utilities Co. and Citizens Telecommunications Co., et. al., Defendants.

CC Docket No. 96-45: In the Matter of Federal-State Joint Board on Universal Service, Cellular South License, Inc., RCC Holdings, Inc., Petitions for designation as an Eligible Telecommunications Carrier in the State of Alabama.

CC Docket No. 96-45: In the Matter of Federal-State Joint Board on Universal Service, Declaration in Support of the Comments to the Federal-State Joint Board of the Rural Cellular Association and the Alliance of Rural CMRS Carriers.

REPRESENTATIVE TESTIMONY – STATE, FEDERAL, AND OVERSEAS COURTS

Court of Common Pleas, Philadelphia County, Pennsylvania

Shared Communications Services of 1800-80 JFK Boulevard, Inc., Plaintiff, v. Bell Atlantic Properties, Inc., Defendant.

Texas State Office of Administrative Hearings

SOAH Docket No. 473-00-0731: Office of Customer Protection (OCP) Investigation of Axces, Inc. for Continuing Violations of PUC Substantive Rule §26.130, Selection of Telecommunications Utilities, Pursuant to Procedural Rules 22.246 Administrative Penalties.

SOAH Docket No. 473-03-3673: Application of NPCR, Inc., dba Nextel Partners for Eligible Telecommunications Carrier Designation (ETC).

SOAH Docket No. 473-04-4450: Application of Dobson Cellular Systems, Inc., for Designation as an Eligible Telecommunications Carrier (ETC) pursuant to 47 U.S.C. 241 (e) and P.U. C. Subst. Rule 26.418.

Superior Court for the State of Alaska, First Judicial District

Richard R. Watson, David K. Brown and Ketchikan Internet Services, a partnership of Richard R. Watson and David K. Brown, Plaintiffs, v. Karl Amylon and the City of Ketchikan, Defendants.

Superior Court for the State of Alaska, Third Judicial District

Dobson Cellular Systems, Inc., Plaintiff, v. Frontline Hospital, LLC, Defendant.

United States District Court for the District of South Carolina, Columbia Division

Brian Wesley Jeffcoat, on behalf of himself and others similarly situated, Plaintiffs, v. Time Warner Entertainment - Advance/Newhouse Partnership, Defendant.

United States District Court for the Northern District of Texas, Fort Worth Division

Multitechnology Services, L. P. d/b/a CoServ Broadband Services, Plaintiffs, v. Southwestern Bell Telephone Company, Defendant.

Multitechnology Services, L. P. d/b/a CoServ Broadband Services, Plaintiffs, v. Verizon Southwest f/k/a GTE Southwest Incorporated, Defendant.

United States District Court for the District of Oregon

Time Warner Telecom of Oregon, LLC, and Qwest Communications Corporation, Plaintiffs, v. The City of Portland, Defendant.

High Court of the Hong Kong Special Administrative Region, Court of First Instance

Commercial List No. 229 of 1999: Cable and Wireless HKT International Limited, Plaintiff v. New World Telephone Limited, Defendant.

REPRESENTATIVE TESTIMONY – PRIVATE COMMERCIAL ARBITRATION TRIBUNALS

American Arbitration Association

Southwestern Bell Telephone Company, Claimant vs. Time Warner Telecom, Respondent.

New Access Communications LLC, Choicetel LLC and Emergent Communications LLC, Claimants vs. Qwest Corporation, Respondent (Case No. 77 Y 1818 0031603).

CPR Institute for Dispute Resolution

Supra Telecommunications and Information Systems, Inc., Claimant vs. BellSouth Telecommunications, Inc., Respondent.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 23
Company/ Treviso Bay Development, LLC
Witness: Don J. Wood (DJW-2)
Date: 02/14/07

P.O. Box 2469
Naples, Florida 34106-2469

June 29, 2004

Mr. Vernon Wheeler
Quality Engineering Consultants, Inc.
410 14th Ave NW
Naples, Florida 34120

RE: Availability of Service, Plat & Utility Easement Approval / Treviso Bay

Dear Mr. Wheeler:

In response to your letter dated June 26, 2004, Sprint-Florida, Inc. have reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Treviso Bay, located in Naples, Florida. Also, Sprint-Florida, Inc. will provide telephone service, upon request, to Treviso Bay.

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff, approved and on file with the Florida Public Service Commission.

In order for us to meet your service expectations and provide for the timely installation of access facilities, we need your cooperation on the following items:

1. Sufficient utility easements, as agreed to by Sprint-Florida, Inc., for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Treviso Bay development, or in a manner as may be recorded in the Public Records of Collier County, Florida. A minimum **10'** wide utility easement along the cable route to be provided by developer and a 40' X 40' easement may be required for switching equipment.

2. Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company.

3. All utility easements, rights-of-way, roadways, etc., over which communications construction is necessary must be within six inches of final grade, clear of debris and lot lines properly staked and identified prior to communication facility construction. **NOTE:** Staking to include grade elevation.

4. Clearing, grading and staking is to be maintained by the developer during Sprint's construction activity.

5. Deviations to our standard construction procedures from the above, resulting in additional expense to Sprint-Florida, Inc., either during or after communication facility construction, will be appropriately billed to and borne by the developer.

6. Road crossings provided and placed by developer at locations indicated by a Sprint-Florida, Inc.'s representative. Sprint-Florida, Inc. will provide markers.

7. Sprint-Florida, Inc. shall not be responsible for seeding/mulching disturbed areas of the utility easements.

8. Notify Sprint engineering a minimum of **90** days in advance when telephone service will be required within this area.

The following criteria must also be met for any multi-family or commercial building:

1. A **4' X 8' X ¾"** plywood terminal board must be securely attached for mounting of telephone hardware.
2. Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90-degree sweeps. Size and location to be determined by a Sprint-Florida, Inc.'s representative.
3. Access to the power ground (MGN) within five feet of our terminal or placement of a **No. 6** insulated copper ground wire.
4. A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point.
5. Conduit and equipment room to be completed **30** days prior to Certificate of Occupancy date.

These requirements are necessary due to the tremendous growth within our serving area and Sprint/Florida's use of advance technology. Failure to comply with the above mentioned could result in service delays to this development.

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included. If you should require additional information, please contact me at (239) 263-6293.

Sincerely,

Luis C. Negron
Network Engineer I – E&C

LCN:ns

c: Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein.

_____

_____ _____

Date Title

Voice | Data | Internet | Wireless | Entertainment

EMBARQ

Embarq Co poratio
P O Box 2469
Napl FL 34106 2469
EMBARQ om

June 20 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Italia

Dear Mr Syren

In response to your letter dated May 12 2006 Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Italia located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Italia development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum 10 wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within this area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

Date _____ Title _____

Voice | Data | Internet | Wireless | Entertainment

EMBARQ

Embarq Corporation
P O Box 2469
Naples FL 34106 2469
EMBARQ com

June 20 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Piacere and Pavia

Dear Mr Syren

In response to your letter dated May 30 2006 Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Piacere and Pavia located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Piacere and Pavia development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum 10 wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within the area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

Date _____ Title _____

Voice | Data | Internet | Wireless | Entertainment

EMBARQ

Embarq Corporation
P O Box 2469
Naples FL 34106 2469
EMBARQ com

June 27 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Via Veneto

Dear Mr Syren

In response to your letter dated May 4 2006 Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for Via Veneto located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the Via Veneto development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum **10** wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of **90** days in advance when telephone service will be required within this area

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a **No 6** Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed **30** days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

_____

_____ _____

Date Title

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™
Embarq Corpo ation
P O Box 2469
Naples FL 34106 2469
EMBARQ om

July 19 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Liparl Ponziane

Dear Mr Syren

In response to your letter dated **July 10 2006** Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for **Liparl Ponziane** located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the **Liparl Ponziane** development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum **10** wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for *switching equipment*

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of **90** days in advance when telephone service will be required within this area

July 19 2006
Page 2
RE Utility Easement Approval / Lipari-Ponziane

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a No 6 Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed 30 days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

Date

Title

Voice | Data | Internet | Wireless | Entertainment

EMBARQ™

Embarq Corporation
P O Box 2469
Naples FL 34106 2469
EMBARQ com

July 19 2006

Barry E Syren P S M
Johnson Engineering
2350 Stanford Court
Naples Florida 34112

RE Utility Easement Approval / Vercelli

Dear Mr Syren

In response to your letter dated May 4 2006 (arriving in our office **July 19 2006**) Embarq Corporation has reviewed the proposed plat as submitted by your firm and are in concurrence with the dedication set forth for **Vercelli** located on the southwest side of Tamiami Trail East (US 41) approximately one and one quarter miles southeast of the intersection of Tamiami Trail East and Rattlesnake Hammock Rd (CR 864) in Naples Florida

Telephone service will be provided based on the rules and regulations covered in our Local and General Exchange Tariff approved and on file with the Florida Public Service Commission

In order for us to meet your service expectations and provide for the timely installation of access facilities we need your cooperation on the following items

1 Sufficient utility easements as agreed to by Embarq for construction of communication facilities must be recorded either through incorporation with the recorded plat of the **Vercelli** development or in a manner as may be recorded in the Public Records of Collier County Florida A minimum **10** wide utility easement along the cable route to be provided by developer and a 40 X 40 easement may be required for switching equipment

2 Provide a full set of construction plans and diskette (**DGN format or AUTOCAD**) furnished to us at the same time as plans are sent to Florida Power & Light Company

3 All utility easements rights of way roadways etc over which communications construction is necessary must be within six inches of final grade clear of debris and lot lines properly staked and identified prior to communication facility construction **NOTE** Staking to include grade elevation

4 Clearing grading and staking is to be maintained by the developer during Embarq s construction activity

5 Deviations to our standard construction procedures from the above resulting in additional expense to Embarq either during or after communication facility construction will be appropriately billed to and borne by the developer

6 Road crossings provided and placed by developer at locations indicated by an Embarq representative Embarq will provide markers

7 Embarq Corporation shall not be responsible for seeding/mulching disturbed areas of the utility easements

8 Notify Embarq engineering a minimum of 90 days in advance when telephone service will be required within this area

July 19 2006
Page 2
RE Utility Easement Approval / Vercelli

The following criteria must also be met for any multi family or commercial building

1 A 4 X 8 X ¾ plywood terminal board must be securely attached for mounting of telephone hardware

2 Entrance conduit to be run from the property corner or utility easement into the mechanical room with no more than one 90 degree sweeps Size and location to be determined by an Embarq s representative

3 Access to the power ground (MGN) within five feet of our terminal or placement of a **No 6** Insulated copper ground wire

4 A single run conduit (3/4 inch suggested) or access route from each unit to the location of the telephone termination point

5 Conduit and equipment room to be completed **30** days prior to Certificate of Occupancy date

These requirements are necessary due to the tremendous growth within our serving area and Embarq s use of advance technology Failure to comply with the above mentioned could result in service delays to this development

Please sign and date the acknowledgments provided below and return it in the self addressed stamped envelope included If you should require additional information please contact me at (239) 263 6216

Sincerely

Tony Zawacky
Network Engineer II – E&C

AHZ ns

c Chron File

I hereby acknowledge receipt of this letter and agree with the provisions contained herein

Date

Title

EMBARQ Access Line Results Better Than Expectations

OVERLAND PARK, Kan., Jan 11, 2007 /PRNewswire-FirstCall via COMTEX News Network/ -- EMBARQ (NYSE: EQ) announced today that it ended 2006 with just over 6.9 million access lines. Compared to year-end 2005, this represents a decline of 6.1 percent, which is better than the company's expectation of a mid to upper 6 percent rate of decline.

In the fourth quarter, EMBARQ lost 85,000 access lines due to competition and product substitution, and an additional 5,000 lines due to an exchange sale. A year ago the company reported a fourth quarter decline of 89,000 access lines, none of which were due to line sales.

"While we would prefer not to lose a single access line, given that we faced more competition in the fourth quarter of 2006 than we did in 2005, to lose fewer access lines than we did a year ago is encouraging," said Dan Hesse, Chairman and CEO of EMBARQ. "Since the launch of our company less than a year ago, we have introduced practical, innovative new products and services, simplified our offers, and taken many other steps to better serve our customers. Those efforts are clearly having an impact on our access line metrics."

EMBARQ will release its fourth quarter and full year 2006 financial results on Thursday, Feb. 8, 2007, followed by a conference call beginning at 4:30 p.m. EST. Additional information about the call is as follows:

Live Call
Date: February 8, 2007
Time: 4:30 p.m. EST
Dial-In Number (U.S. and Canada): (866) 245-2310
Dial-In Number (International): (706) 679-0843
Conference ID: 5586452
Audio Webcast and Presentation: embarq.com/investors

Replay
Dates: February 9 - March 8, 2007
Dial-In Number (U.S. and Canada): (800) 642-1687
Dial-In Number (International): (706) 645-9291
Conference ID: 5586452
Audio Webcast and Presentation: embarq.com/investors

About EMBARQ

Embarq Corporation (NYSE: EQ), headquartered in Overland Park, Kansas, offers a complete suite of common sense communications services. The company has approximately 20,000 employees and operates in 18 states. EMBARQ, which is expected to rank among the Fortune 500, is included in the S&P 500.

For consumers, EMBARQ offers an innovative portfolio of services that includes reliable local and long distance home phone service, high-speed Internet, wireless, and satellite TV from DISH Network(R) -- all on one monthly bill.

For businesses, EMBARQ has a comprehensive range of flexible and integrated services designed to help businesses of all sizes be more productive and communicate with their customers. This service portfolio includes local voice and data services, long distance, Business Class DSL, wireless, enhanced data network services, voice and data communication equipment and managed network services.

EMBARQ believes that by focusing on the communities the company serves and by employing common sense and practical ingenuity, it is able to provide customers with a committed partner, dedicated customer service and innovative products for work and home. For more information, visit embarq.com.

SOURCE Embarq Corporation

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 24
Company/ Treasure Bay Development, LLC
Witness: Don J. Wood (DJW-3)
Date: 02/14/06

Investor Relations Contact, Trevor Erxleben, +1-866-591-1964, or investorrelations@embarq.com , or Media Contact, Keith Mitchell, +1-913-345-6661, or keith.j.mitchell@embarq.com , both of Embarq Corporation

http://www.embarq.com

Embarq - Florida
Treviso Bay NPV Cash Flow Analysis
Impact of Assumed Market Shares on Reported NPV at Ten Years

Assumed Market Share	Reported NPV at Year 10

Redacted

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 060763-TL Exhibit No. 25
Company/ Witness: Treviso Bay Development, LLC / Don J. Wood (DJW-4)
Date: 02-14-07

Embarq Florida, Inc.

BY: F. B. Poag
Director

SECTION A2
First Revised Sheet 13
Cancelling Original Sheet 13
Effective: January 1, 1997

GENERAL REGULATIONS

B. LIMITATIONS AND USE OF SERVICE (Cont'd)

12. Termination Liability (Cont'd)

b. Calculation of Termination Liability

1) The customer will be liable for the total monthly rate which is to be paid over the contract period minus the recurring expenses associated with the service.

2) The total termination liability is calculated as follows:

Monthly rate minus monthly maintenance minus monthly Administration minus Other Taxes equals Monthly Liability. Monthly liability times the contract period (in months) equals the total termination liability to be prorated over the life of the contract.

C. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Obligation to Furnish Service

a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 060763-TL Exhibit No. 26
Company/ Embarq
Witness: Establishment & furnishing of Service
Date: 02/14/07

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

1. Obligation to Furnish Service (Cont'd)

b. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section A5, "Charges Applicable Under Special Conditions," except as otherwise specified.

c. The Company's carrier of last resort obligation to provide basic local telecommunications service to any customers in a multi-tenant business or residential property, including, but not limited to, apartments, condominiums, subdivisions, office building or office parks is contingent upon provisions contained in 364.025, F.S. (N) (N)

2. Flat- and Message-Rate Service

a. When both flat- and message-rate service are offered in an exchange, an applicant may, at his/her option, select either type of service.

b. A combination of both flat- and message-rate service will not be furnished on the same premises to the same subscriber, or in the same room to the same subscriber, or to a group of different subscribers. This does not apply to:

1) hotel and hospital premises where flat-rate service may be furnished for the exclusive use of the hotel or hospital management or may be contracted for separately by guests or patients, in addition to the message rate service ordinarily provided in guests' or patients' rooms and lobbies;

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2. Flat- and Message-Rate Service (Cont'd)

b. (Cont'd)

2) premises where pay telephones may be properly located;

3) non-administrative lines connected to secretarial service facilities and not furnished with outward service;

4) the premises of a Shared Tenant Service client who requests direct service from the Company;

5) Opportunity 800 customers.

3. Application for Service

a. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.

b. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness, except that conditions specified in B. of this section do not constitute sufficient cause for refusal of service to an applicant or customer.

Embarq Florida, Inc.

BY: F. B. Poag
Director

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

3. Application for Service (Cont'd)

b. (Cont'd)

The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

c. If telephone service is established and it is subsequently determined that either condition in b. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

1) In case of refusal to establish service, or whenever service is discontinued, the Company shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.

d. When an application for service and facilities or requests for additions, rearrangements, relocations, or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges, which would apply if the work involved in complying with the request had been completed.

Embarq Florida, Inc.

BY: F. B. Poag
Director

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

3. Application for Service (Cont'd)

e. When a subscriber requests a change in location of all or a part of the facilities covered by his/her application for service or requests for additions, rearrangements, modifications of his/her existing service and equipment prior to completion of the work involved, he/she may be required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

4. Application of Rates for Business and Residence Service

a. In general, business rates apply at business locations and residence rates apply at residence locations. The determination as to whether subscriber service should be classified as business or residence is based on the following paragraphs.

b. Business rates apply whenever the use of the service is primarily or substantially of a business, professional institutional or otherwise occupational nature or where the listing required is such as to indicate business use. Business rates apply for:

1) Offices, stores, factories, mines, and all other places of a strictly business nature.