

ORIGINAL

REDACTED

undocketed

ATTACHMENT B

BellSouth Telecommunications, Inc.
FPSC Undocketed Matter
Carrier of Last Resort
Request for Confidential Classification

Page 1 of 1
10/30/06

**REQUEST FOR CONFIDENTIAL CLASSIFICATION OF BELLSOUTH'S RESPONSE
TO THE STAFF OF THE FLORIDA PUBLIC SERVICE COMMISSION'S REQUEST
FOR COLR CONTRACTS, FILED OCTOBER 9, 2006**

TWO REDACTED COPIES FOR PUBLIC DISCLOSURE

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

CHARLES B. LEBOVITZ
Chairman of the Board
and Chief Executive Officer

STEPHEN D. LEBOVITZ
President

MOSES LEBOVITZ
(1905-1991)



JOHN N. FOY
Vice Chairman of the Board
and Chief Financial Officer

BEN S. LANDRESS
Executive Vice President

CBL & ASSOCIATES PROPERTIES, INC.

August 22, 2006

Mr. David R. Murray
BELLSOUTH
301 West Bay Street, Suite 11AA1
Jacksonville, Florida 32202-5184

Re: Authorization Letter for BellSouth
Cobblestone Village At Palm Coast
Palm Coast, Florida
188-64 (Telephone)

Dear Mr. Murray:

Attached please find the above-referenced letter which has been executed on behalf of Cobblestone Village At Palm Coast.

If you should need further information, please let me know.

Sincerely,

CBL & ASSOCIATES PROPERTIES, INC.

Bob Elliott
Project Manager

BE/dc

Attachments





BellSouth Telecommunications, Inc.
Network Operations/NE Florida

David R. Murray
Director Planning & Provisioning
Suite 11AA1, 301 West Bay Street
Jacksonville, FL 32202-5184
David.murray@bellsouth.com
Office: 904-350-2220
Fax: 904-634-1774

07/17/2006

Geoff Smith, VP Cobblestone Village at Palm Coast LLC
ATTN: Ben Berry
2030 Hamilton Place Blvd Suite 500
Chattanooga, Tennessee 36421

RE: COBBLESTONE VILLAGE at PALM COAST

Dear Ben:

This letter is a follow-up to conversations you have had with Ron Butts/Tony Schaefer regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by (10/01/2006).
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Cobblestone Village at Palm Coast LLC or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Cobblestone Village at Palm Coast LLC will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

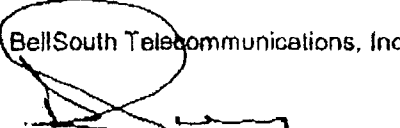
Please sign where indicated below and return the signed letter to me by July 24, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact Ron Butts at 386-257-7926.

Sincerely,

BellSouth Telecommunications, Inc.


David R. Murray

Accepted and Agreed By:

Cobblestone Village at Palm Coast LLC

By: Bob Elliott 8/14/06
(Authorized Representative)

Name: Bob Elliott

Title: Project Manager

Date: 8-14-06



BellSouth Telecommunications, Inc.
Network Operations/NE Florida

David R. Murray
Director Planning & Provisioning
Suite 11AA1, 301 West Bay Street
Jacksonville, FL 32202-5184
David.Murray@Bellsouth.com
Office: 904-350-2220
Fax: 904-634-1774

July 13, 2006

D. R. Horton
ATTN: Bill Scott
9456 Phillips Highway, Suite 1
Jacksonville, FL 32256

RE: *Glen St. Johns*

Dear Mr. Scott:

This letter is a follow-up to conversations you have had with Shawn Geagan regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by 10/15/2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

Page 1 of 2

CONFIDENTIAL/PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE BELLSOUTH WITHOUT WRITTEN PERMISSION

5-31-08

In addition, if D. R. Horton or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, D. R. Horton will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.


Please sign where indicated below and return the signed letter to me by 07/25/2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact Chris Milnes at (904) 810-5104.

Sincerely,

BellSouth Telecommunications, Inc.



David R. Murray

Accepted and Agreed By:

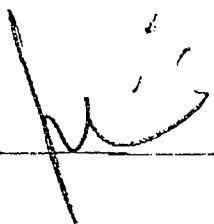
D. R. Horton


By: _____
(Authorized Representative)

Name: SAN J. DEAN

Title: VKA PRESIDENT LAND DEVELOPMENT

Date: 7/24/06



BellSouth Telecommunications, Inc.
600 N.W. 79 Avenue
Room 336
Miami, FL 33126

305 260 6250
Fax 305 262 4978

September 1, 2006

HH Development
ATTN: Mr. Alfredo Llop
4535 Ponce de Leon Blvd.
Coral Gables, Florida 33146

RE: ~~Mondrian~~ Condominiums located at 333 NE 24 St., Miami, Florida

→ New Name: Gallery Art Condo

Dear Mr. Llop:

This letter is a follow-up to conversations you have had with Mr. Sergio Amador regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by November 15, 2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available, or by September 15, 2006. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable).
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if HH Development or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, HH Development will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

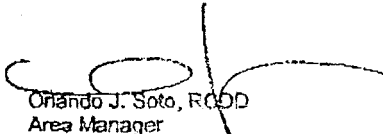
Page Two

Please sign where indicated below and return the signed letter to me by September 15, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

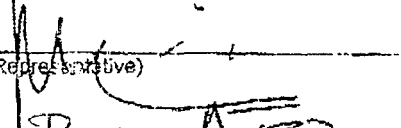
Thank you for choosing BellSouth. If you have any questions, please contact me at 305-260-8231.

Sincerely,


Orlando J. Soto, RCD
Area Manager
BellSouth Telecommunications, Inc.
~~FAX: 31362-4478~~

Accepted and Agreed By:

HH Development

By: 
(Authorized Representative)

Name: Ruby [unclear]

Title: VP of Development

Date: 9/7/06

ENTIRE PAGE REDACTED

PROPRIETARY

BellSouth Telecommunications, Inc.
Planning and Provisioning
2021 So. Military Trail
Room 107
West Palm Beach, FL 33415

Office: 561-439-9110
Fax: 561-964-3499

September 13, 2006

ATTN: Louis Corsa
Toll Brothers
5300 W Atlantic Avenue, Ste. 300
Delray Beach, FL 33484

RE: Beach Front at Singer Island 4600 North Ocean Dr

Dear Louis,

This letter is a follow-up to conversations you have had with Miguel Rosario regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by 120 days prior to the request for service.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pull boxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Toll Brothers or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Toll Brothers will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to Miguel Rosario by September 22, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact the engineer Miguel Rosario at 561-439-9055.

Sincerely,

BellSouth Telecommunications, Inc.

Barbara J. Ball
Director – Planning and Provisioning

Accepted and Agreed By:

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

Maysville, Inc.
711 N.E. 29 STREET, SUITE 36, MIAMI, FLORIDA 33137

FAX TRANSMITTAL

Date: 10/04/06

To: Mr. Orlando Soto - BellSouth

Fax No.: 305 262 4978

Number of Pages: 3

Message: - Voice Service Agreement - Platinum Condo -

Being fax is the signed agreement for service at Platinum Condominium.

If you have any questions, please call me at 305 573 3036.

Thank you.

Alex Redondo

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PROPRIETARY

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PROPRIETARY

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PROPRIETARY

BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552-3813
Mobile: 407 865-4226
Internet: Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager – Network Services

August 11, 2006

LeCesse Development
ATTN: Chad Hochuli
650 South Northlake Blvd
Altamonte Springs, FL 32701

RE: Avalon II

Dear Mr. Hochuli:

This letter is a follow-up to conversations you have had with Glenn Prunyi regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by September 30, 2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice or data. The developer has entered into or plans to enter into an exclusive marketing agreement for video/cable services with another company.

In addition, if LaCesse Development or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including voice or data service, but not video/cable, within 18 months of the date of first occupancy, LaCesse Development will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

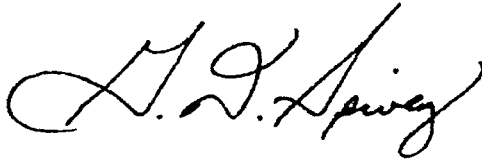
Please sign where indicated below and return the signed letter to me by September 1, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407) 327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

LaCesse Development

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

ENTIRE PAGE REDACTED

PROPRIETARY



BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552-3813
Mobile: 407 865-4226
Internet: Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager – Network Services

August 15, 2006

William L. Morgan
Vestcor Communities, Inc.
3020 Hartley Road, Suite 300
Jacksonville, FL 32257
904.260.3030

RE: The Villages at Lake Point, 5950 Pershing Avenue, Orlando, FL 32822

Dear Mr. Morgan:

This letter is a follow-up to conversations you have had with Chad Warren regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by October 1, 2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include a survey of the overall condominium project, with necessary detail measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice or data. The developer has entered into or plans to enter into an exclusive marketing agreement for video/cable services with another company.

In addition, if Vestcor Communities, Inc. or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including voice or data service, but not video/cable, within 18 months of the date of first occupancy, Vestcor Communities, Inc. will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

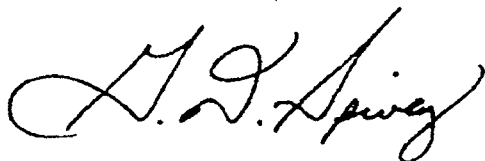
Please sign where indicated below and return the signed letter to me by September 1, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407) 327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

Vestcor Communities, Inc.

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

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PROPRIETARY

ENTIRE PAGE REDACTED

PROPRIETARY



BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552-3813
Mobile: 407 865-4226
Internet Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager - Network Services

August 15, 2006

William L. Morgan
Vestco Communities, Inc.
3020 Hartley Road, Suite 300
Jacksonville, FL 32257
904.260.3030

RE: The Villages at Lake Point, 5950 Pershing Avenue, Orlando, FL 32822

Dear Mr. Morgan:

This letter is a follow-up to conversations you have had with Chad Warren regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by October 1, 2008.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include a survey of the overall condominium project, with necessary detail measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice or data. The developer has entered into or plans to enter into an exclusive marketing agreement for video/cable services with another company.

Fax:904

Aug 31 2006 14:40 P.02

In addition, if Vestcor Communities, Inc. or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including voice or data service, but not video/cable, within 18 months of the date of first occupancy, Vestcor Communities, Inc. will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

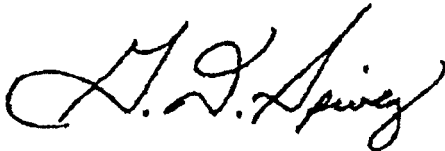
Please sign where indicated below and return the signed letter to me by September 1, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407) 327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

Vestcor Communities, Inc.

By: 
(Authorized Representative)

Name: William Morgan

Title: President

Date: 8/31/06

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

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PROPRIETARY



BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552 3813
Mobile: 407 895 4226
Internet: Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager - Network Services

August 25, 2006

CRV Beachline LP
ATTN: Geoff Simpson
6363 Woodway Dr, Suite 250
Houston, TX 77057

RE: Reserve @ Beachline

Dear Mr. Simpson:

This letter is a follow-up to conversations you have had with BellSouth Engineering regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by September 30, 2006.
- BellSouth will be provided with site plans and valid addresses for the project, preferably by October 15, 2006. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any communications service, including voice or data service, that it desires to offer at the property, except for video/cable services.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice or data service. The developer has entered into or plans to enter into an exclusive service agreement for video/cable services with BrightHouse or one of its affiliates.

In addition, if CRV Beachline LP or any affiliated party, any builder, or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including voice or data service, but not video/cable, within 18 months of the date of first occupancy, CRV Beachline LP will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

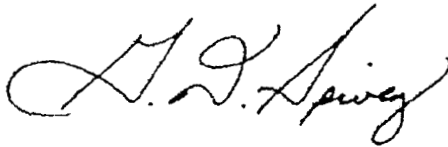
Please sign where indicated below and return the signed letter to me by August 31, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions. If the conditions in this letter signed by CRV Beachline LP are satisfied, and no conditions are imposed that limit BellSouth's ability to provide service (as specified above), then BellSouth will provide service to the property subject to applicable laws, regulations and tariffs.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407) 327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

CRV Beachline LP

By _____
(Authorized Representative)

Name: _____

Title _____

Date _____

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

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BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552-3813
Mobile: 407 865-4226
Internet: Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager – Network Services

July 19, 2006

CRV Beachline LP
ATTN: Geoff Simpson
6363 Woodway Dr, Suite 250
Houston, TX 77057

RE: Reserve @ Beachline

Dear Mr. Simpson:

This letter is a follow-up to conversations you have had with BellSouth Engineering regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by September 30, 2006.
- BellSouth will be provided with site plans and valid addresses for the project, preferably by October 15, 2006. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any communications service, including voice or data service that it desires to offer at the property, except for video/cable services.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, or data service. The developer has entered into or plans to enter into an exclusive service agreement for video/cable services with Brighthouse or one of its affiliates.

In addition, if CRV Beachline LP or any affiliated party, any builder, or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including voice or data service, within 18 months of the date of first occupancy, CRV Beachline LP will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

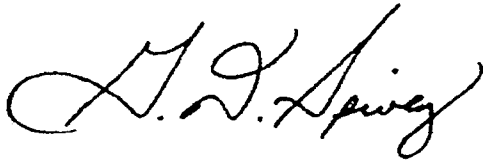
Please sign where indicated below and return the signed letter to me by August 31, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions. If the conditions in this letter are met by the developer, and no conditions are imposed that limit BellSouth's ability to provide service (as specified above), then BellSouth will provide service to the property.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407) 327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

CRV Beachline LP

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

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BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552-3813
Mobile: 407 865-4226
Internet Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager – Network Services

July 19, 2006

CRV Beachline LP
ATTN: Geoff Simpson
6363 Woodway Dr, Suite 250
Houston, TX 77057

RE: Reserve @ Beachline

Dear Mr. Simpson:

This letter is a follow-up to conversations you have had with BellSouth Engineering regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by September 30, 2006.
- BellSouth will be provided with site plans and valid addresses for the project, preferably by October 15, 2006. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property, except video/cable services.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, or data service. The developer has entered into or plans to enter into an exclusive service agreement for video/cable services with Brighthouse or one of its affiliates.

In addition, if CRV Beachline LP or any affiliated party, any builder, or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including voice or data service, within 18 months of the date of first occupancy, CRV Beachline LP will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

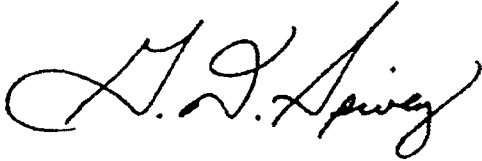
Please sign where indicated below and return the signed letter to me by August 31, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407) 327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

CRV Beachline LP

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

BellSouth Telecommunications, Inc.
Museum Tower Building
150 West Flagler Street
Suite 1910
Miami, FL 33130

sharon.liebman@bellsouth.com

Sharon R. Liebman
Senior Attorney

305 347 5570
Fax 305 375 0209

September 21, 2006

VIA U.S. MAIL AND E-MAIL

HPye@JPI.com

Henry Pye
Assistant Vice President
Resident Services and Technology
JPI Partners, LLC
600 East Las Colinas Boulevard, Suite 1800
Irving, Texas 75039

Re: College Suites at Orpington

Dear Mr. Pye:

This letter responds to your August 3, 2006 letter to BellSouth regarding the above property and your subsequent communications inquiring about BellSouth's plans relative to the property. You have informed us that JPI plans to contract with another provider to offer basic video and data services to residents and include the cost of services in their rent.

As indicated in our August 3 letter to you, Section 364.025(6)(d), Florida Statutes allows a company like BellSouth to petition the Florida Public Service Commission for relief from COLR for "good cause shown based upon the facts and circumstances of provision of service to the multi-tenant business or residential property." Our letter noted that this paragraph may be relevant for College Suites at Orpington

BellSouth has considered the facts and circumstances of this development, and plans, subject to the satisfaction of applicable tariff conditions, including the provision to BellSouth of the necessary spaces and pathways for BellSouth's facilities, to meet anticipated demand for voice services from customers at the development. BellSouth representatives will be contacting the local general contractor on the project, Brian Miller, soon to discuss these issues. If you have any questions, please let me know.

Sincerely,



Sharon Liebman



August 3, 2006

Sharon R. Liebman
Senior Attorney
BellSouth Telecommunications, Inc.
Museum Tower Building
150 West Flagler Street
Suite 1910
Miami Florida 33130
(305) 347-5570

RE: Letter from Gaines F. Spivey (as Area Manager – Network Services, BellSouth Telecommunications, Inc.) dated July 19, 2006, and Letter from Sharon R. Liebman (Senior Attorney, BellSouth Telecommunications, Inc) dated August 3, 2006 relating to College Suites at Orpington

Dear Ms. Liebman:

I appreciate your reply. We have not and will not sign any exclusive contract for voice service or voice replacement services, which are the only “communications services” involved in Section 364.025(6)(b). Unfortunately, we cannot execute Mr. Spivey’s letter which we believe manifestly misinterprets Florida statute.

If BellSouth continues to be unwilling to provide the needed communications services and facilities, it will be particularly difficult, time consuming, and costly to obtain POTS lines that qualify for life safety--phone lines required for occupancy by Florida statute.

Thank you,

Henry Pfc
Assistant Vice President
Resident Services and Technology
JPI Partners, LLC

CC:

Ian Davis – Munsch Hardt (via email)
Scott Craig – Munsch Hardt (via email)
Jim Arbury – National Apartment Association/ Nation Multi Housing Council (via email)
Matthew Ames - Miller & Van Eaton (via email)
Gerry Lederer - Miller & Van Eaton (via email)
Mark Stanfield – BOMA (via email)
Jack L. Goodrich – BOMA (via email)

600 East Las Colinas Boulevard, Suite 1800 ♦ Irving, Texas 75039 ♦ (972) 556-1700 ♦ (972) 556-3784 ♦ www.jpi.com



August 3, 2006

Amy Martin – BellSouth Community Technologies (via email)

BellSouth Telecommunications, Inc.
Museum Tower Building
150 West Flagler Street
Suite 1910
Miami, FL 33130

sharon.liebman@bellsouth.com

Sharon R. Liebman
Senior Attorney

305 347 5570
Fax 305 375 0209

August 3, 2006

VIA U.S. MAIL AND E-MAIL

HPye@JPI.com

Henry Pye
Assistant Vice President
Resident Services and Technology
JPI Partners, LLC
600 East Las Colinas Boulevard, Suite 1800
Irving, Texas 75039

Re: College Suites at Orpington

Dear Mr. Pye:

We received your July 20, 2006 letter to Gaines Spivey regarding the above development under construction by JPI. It is our understanding that the development will include 156 apartment units, each with 4 bedrooms (to be rented by the bedroom to college students) and that first residents are expected in/around March 2007.

Your letter advises that JPI plans to offer basic video and data services to residents and to include the cost of those services in their rent. JPI concludes that the referenced bulk offerings do not satisfy Section 364.025(6)(b)1-4, relating to relief from carrier of last resort obligations (or COLR).

As you know, in return for consideration to developers, developers are entering into agreements with alternate communications providers to serve developments with increasing frequency. The agreements may:

- restrict the ability of the carrier with COLR in the territory or the "LEC" to provide service to residents, due to exclusive arrangements with the alternate provider;
- significantly reduce or entirely eliminate the LEC's take rate for voice or other communications services from residents, due to "bulk" arrangements with the alternate provider or preferred arrangements that create an "unlevel playing field" for securing customers; and/or
- introduce another provider at the development that offers communications services, including voice services, or offers residents access to those services from another provider.

In enacting Section 364.025, Florida Statutes during the recent 2006 legislative session, the Florida Legislature recognized that COLR relief is appropriate under certain circumstances where the above agreements exist or where they or other factors affect the LEC's provision of service to a development. The COLR obligation was established at a time when the LEC was the sole source for communications service; the legislation recognizes that the availability of service from alternate providers due to arrangements made by developers erodes the need for a carrier of "last resort."

Your letter did not mention paragraph (6)(d) in the legislation. This paragraph allows a company like BellSouth to petition the Florida Public Service Commission for relief from COLR for "good cause shown based upon the facts and circumstances of provision of service to the multi-tenant business or residential property." The paragraph may be relevant for College Suites at Orpington.

Your letter also mentions the developer letter agreement that BellSouth asked JPI to sign. Given the agreements that JPI has entered into with an alternate provider, we understand that JPI will not sign the letter.

We will provide additional feedback after considering the information that you provided to us in your July 20 letter.

Sincerely,



Sharon Liebman

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July 20, 2006

Gaines F. Spivey
BellSouth Telecommunications, Inc.
Area Manager – Network Services
132 Commerce Way
Marlboro, Massachusetts 01752
Sanford, Florida 32771
(407) 327-0530

RE: Letter from Gaines F. Spivey (as Area Manager – Network Services, BellSouth Telecommunications, Inc.) dated July 19, 2006, relating to College Suites at Orpington

Dear Mr. Spivey:

While we plan to offer basic video and data services to our residents and include the cost of those services in their rent at the project referenced above, we do not believe either of these bulk offerings satisfy Sections 364.025(6)(b)(1-4), Florida Statutes, relating to relief from carrier of last resort obligations. 364.025(6)(a)(3), Fla. Stat., clearly defines “Communications Service” as “voice service or voice replacement service through the use of any technology.” We have not entered into any exclusive marketing, service, or bulk service agreements for voice service or voice replacement service with another service provider. In fact, we had agreed to execute a voice services marketing agreement with BellSouth, but BellSouth rescinded the offer when we declined to purchase bulk video and data services from their partner.

Respectfully, we find no basis in 364.025(6), Fla. Stat., for BellSouth’s requirement that we sign the letter referenced above as a precondition to BellSouth’s commencement of design or work for the project. If BellSouth believes there is some other basis in Florida law for requiring that we sign the letter, please explain that rationale. Otherwise, we cannot sign your letter or agree to reimburse BellSouth for any construction costs.

On the other hand, per standard practice and tariff, we will freely execute the requisite easement, supply plans for the community, and provide the necessary pathways. In fact, we have already met with the BellSouth Design Specialist for our community and agreed to provide the necessary crossings.

Please call me to discuss the above at your earliest convenience. We have begun construction and would like to proceed posthaste.

Thank you,

Henry Pae
Assistant Vice President
Resident Services and Technology
JPI Partners, LLC



July 20, 2006

CC:

Ian Davis – Munsch Hardt (via email)

Craig Scott – Munsch Hardt (via email)

Jim Arbury – National Apartment association/ Nation Multihousing Council (via email)

Amy Martin – BellSouth Community Technologies (via email)

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PROPRIETARY



BellSouth Telecommunications, Inc.
132 Commerce Way
Sanford, Florida 32771

Office: 407 327-0530
Fax: 407 327-2402
Pager: 800 552-3813
Mobile: 407 865-4226
Internet: Gaines.Spivey@bellsouth.com

Gaines F. Spivey
Area Manager – Network Services

July 19, 2006

JPI Partners, LLC
Henry Williams Pye
Assistant Vice President
Resident Services and Technology
311 Marist Court
Durham, North Carolina 27713

RE: College Suites at Orpington

Dear Mr. Pye:

This letter is a follow-up to conversations you have had with Glenn Prunyi from our Engineering Group regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by September 1, 2006.
- BellSouth will be provided with site plans and valid addresses for the project by September 1, 2006. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if JPI Partners, LLC or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, JPI Partners, LLC will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

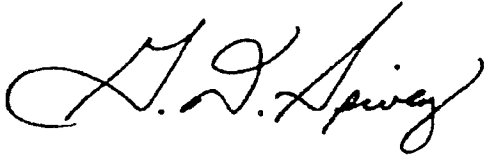
Please sign where indicated below and return the signed letter to me by August 4, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (407)327-0530

Sincerely,

BellSouth Telecommunications, Inc.



Gaines F. Spivey

Accepted and Agreed By:

JPI Partners, LLC

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

cc: Mark G. LoCastro-Director OSPE/CN BellSouth

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PROPRIETARY



BellSouth Telecommunications, Inc.
Central Florida

John Stanley
9010 NW 39th Ave
Gainesville, FL 32608
(352) 336-5533
John.Stanley@bellsouth.com
(352) 373-6459

09/21/2006

Regal Homes of Central Florida
ATTN: Dan Barrie
14204 Spring Hill Dr.
Spring Hill, Florida 34609

RE: Crown Pointe

Dear Mr. Barrie:

This letter is a follow-up to conversations you have had with Jim Eason regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by (10/15/06).
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Regal Homes or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Regal Homes will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

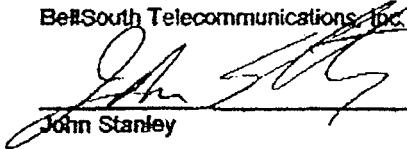
Please sign where indicated below and return the signed letter to me by 10/15/06. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (352) 336-5533

Sincerely,

BellSouth Telecommunications, Inc.



John Stanley

Accepted and Agreed By:

Regal Homes of Central Florida

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____



BellSouth Telecommunications, Inc.
Central Florida

JOHN STANLEY
9010 NW 39th Ave
Gainesville, FL 32606-5641
352.333.5533
John.Stanley@BellSouth.com
Fax: 352.373.6459

September 18, 2006

Ms. Carol Barron
Neighborhood Housing Development Corporation (NHDC)
633 NW 8th Avenue
Gainesville, FL 32601
352.380.9119

RE: Bella Meadows Subdivision, SE 225th Dr, Hawthorne, FL

Dear Ms. Barron:

This letter is a follow-up to communications we have had with Alison Fetner regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by November 01, 2006.
- BellSouth will be provided with site plans and valid 9-1-1 addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pull boxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if NHDC or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, NHDC will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

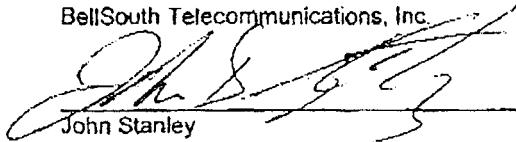
Please sign where indicated below and return the signed letter to me by September 29, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at 352.336.5533.

Sincerely,

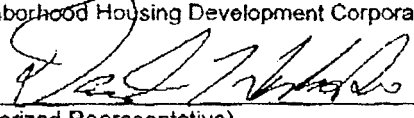
BellSouth Telecommunications, Inc.



John Stanley

Accepted and Agreed By:

Neighborhood Housing Development Corporation (NHDC)

By: 

(Authorized Representative)

Name: DAVID HERKATZ

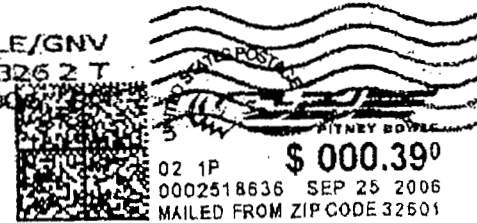
Title: DIRECTOR

Date: 9-25-2006

PAGE 03

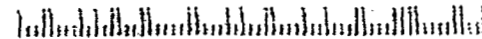
Neighborhood Housing & Development Corporation
 Home Ownership Center
 633 N.W. 8th Avenue
 Gainesville, Florida 32601

GAINESVILLE/GNV
 FL 326 2 T
 25 SEP 2006



John Stanley
 BellSouth
 9010 NW 39th Avenue
 Gainesville, FL 32606-5641

32606+5641



BARRY CROOK

10/01/2006 19:15 352-331-5568

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Patrice McDaniel</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>PATRICE McDANIEL</i></p> <p>C. Date of Delivery <i>9/19/06</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>1. Article Addressed to: Neighborhood Housing Development Corp. Carol Barron 633 N.W. 8th Ave. Gainesville, FL 32601</p>	
<p>2. Article Number (Transfer from service) 7006 0100 0004 5266 5262</p>	

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$ 40.37
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 44.64

Postmark Here
 GAINESVILLE
 SEP 18 2006

Sent To
 Neighborhood Housing Devel. Corp. (NHDC)
 Street No. & Name
 or PO Box No. *633 N.W. 8th Ave.*
 City, State, ZIP+4[®]
Gainesville, Fla 32601

PS Form 3811, June 2002



BellSouth Telecommunications, Inc.
Central Florida

John Stanley
9010 NW 39th Ave
Gainesville, FL 32606
(352) 336-5533
John.Stanley@bellsouth.com
(352) 373-6459

09/21/2006

Creative Choice Homes
ATTN: Sumant Kachru
4243-D Northlake Boulevard
Palm Beach Gardens, FL 33410

RE: Villas at Spring Hill

Dear Mr. Kachru:

This letter is a follow-up to conversations you have had with Jim Eason regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by (01/15/07).
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Regal Homes or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Regal Homes will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

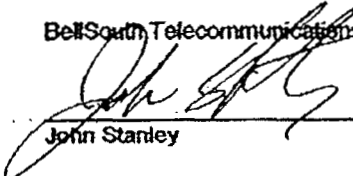
Please sign where indicated below and return the signed letter to me by 11/15/06. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (352) 336-5533

Sincerely,

BellSouth Telecommunications, Inc.



John Stanley

Accepted and Agreed By:

~~Creative Choice Homes~~

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____



BellSouth Telecommunications, Inc.
Central Florida

John Stanley
9010 NW 39th Ave
Gainesville, FL 32606
(352) 336-5533
John.Stanley@bellsouth.com
(352) 373-6459

09/22/2006

MT Homes
ATTN: Stephen M. Bennett
4343 Anchor Plaza Parkway
Suite 200
Tampa, FL 33634

RE: Majestic Oaks

Dear Mr. Bennett:

This letter is a follow-up to conversations you have had with Jim Eason regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by (01/15/07).
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Regal Homes or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Regal Homes will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

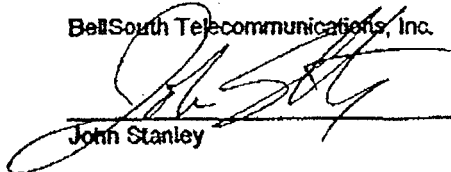
Please sign where indicated below and return the signed letter to me by 11/30/06. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at (352) 336-5533

Sincerely,

BellSouth Telecommunications, Inc.



John Stanley

Accepted and Agreed By:

~~Regal Homes~~

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____



**BellSouth Telecommunications, Inc.
FLORIDA CENTRAL DISTRICT**

G.M. SHEPARD
712 FLORIDA AVE
(321) 690-2023
g.m.shepard@bellsouth.com
FAX: (321) 638-2485

September 28, 2006

ROY PENCE, RJP DEVELOPMENT COMPANY

ATT: WILLIAM ALCOCK, PROJECT MANAGER

RE: HAMMOCK TRACE PRESERVE SUBDIVISION

Dear Mr. Alcock:

This letter is a follow-up to conversations you have had with G.M.Shepard/A.L. Wiseman regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by November 15, 2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements. Planned delivery: September 28, 2006.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if RJP Development Company or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, RJP Development Company will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

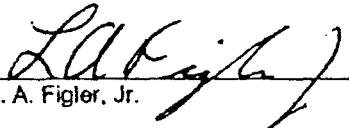
Please sign where indicated below and return the signed letter to me by November 15, 2006 . By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact me at 321-690-2023.

Sincerely,

BellSouth Telecommunications, Inc.



L. A. Figler, Jr.

Accepted and Agreed By:

RJP DEVELOPMENT COMPANY

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____



BellSouth Telecommunications, Inc.
CENTRAL FLORIDA
GAINESVILLE DISTRICT

JOHN STANLEY
9010 NW 39th Ave
Gainesville, FL 32606-5641
(352) 336-5533
John.Stanley@BellSouth.com
Fax: (352) 373-6459

Sep 7, 2006

VIA U.S. MAIL,
RETURN RECEIPT REQUESTED
VIKINGS, LLC
Attn: Mr. Jeff Finke
62 Neverbend Drive
Ocala, FL 34482

RE: JULIETTE FALLS, PHASE I & II, SR40 & SW 181ST CT, DUNNELLON, FL 34431

Dear Mr. Finke:

We understand that your company is developing Juliette Falls, (Phase I and Phase II) consisting of approximately 542 single-family units and first residents are expected in April 2007.

You have informed us that the developer and/or association have entered into "bulk" agreements with Comcast for video and data services, such that the residents will be paying for the services through their association fees. Please inform us if Comcast will also be offering voice service, and if Comcast has been granted any exclusive marketing rights.

You have also informed us that you would like BellSouth to place facilities to provide voice service. It is our understanding that BellSouth could also offer video or data service, if BellSouth chooses to do so. If BellSouth provides service, BellSouth would need and would expect that the developer would provide a 30' x 30' easement at no cost and in a mutually acceptable form and location for BellSouth facilities necessary to provide service, which we discussed with your consulting engineer, Chuck Pigeon, on/about August 26th, 2006 and necessary right-of-way for cable, which appears to be designated on your preliminary plats filed with Marion County, Florida.

Within 7 days of your receipt of this letter, please confirm in writing, addressed to the undersigned at the above address, that the information above is correct and respond to the question above. If we do not hear from you in this timeframe, we will presume that the information we currently possess is correct.

BellSouth is presently reviewing the facts associated with this development and will get back to you to discuss the development.

Sincerely,

A handwritten signature in black ink, appearing to read "John Stanley", written over a horizontal line.

BellSouth Telecommunications, Inc.

JOHN STANLEY, Area Manager

ENTIRE PAGE REDACTED

PROPRIETARY

ENTIRE PAGE REDACTED

PROPRIETARY

09/27/2012 13:00 LYNN THOMPSON DLIC → 12059894731

09/07/2006 12:11 F.P.ENGINEERING → 19543182000

NO. 031 0001
NJ. 449 12001



BellSouth Telecommunications, Inc.
Planning and Provisioning
2021 So. Military Trail
Room 107
West Palm Beach, FL 33415

Office: 561-439-9110
Fax: 561-964-3499

09-01-2006
Shelby Homes
6363 NW 6th Way, Suite 250
Fort Lauderdale, FL 33309

ATTN: Cary Goldberg

RE: Carriage Points of Fort Pierce

Dear Cary:

This letter is a follow-up to conversations you have had with Jimmy Farless regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by 11-01-2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
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09/27/2012

13:00

LYNN THOMPSON D.C → 12859894731

NO.031 0002

006

12:11

F.P.ENGINEERING → 19543182000

NO.449 0002

In addition, if Shelby Homes or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Shelby Homes will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to Lance Mills by 09-22-2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact the engineer Lance Mills at 772 460-4511.

Sincerely,

BellSouth Telecommunications, Inc.

Barbara J. Ball
Barbara J. Ball
Director - Planning and Provisioning

Accepted and Agreed By:

By: Jack E. Slout II 9/8/06
(Authorized Representative)

Name: JACK E. SLOUT II

Title: VILE PRESIDENT

Date: 9/8/06



BellSouth Telecommunications, Inc.
Planning and Provisioning
2021 So. Military Trail
Room 107
West Palm Beach, FL 33415

Office: 561-439-9110
Fax: 561-964-3499

09-01-2006
Shelby Homes
6363 NW 6th Way, Suite 250
Fort Lauderdale, FL 33309

ATTN: Cary Goldberg

RE: Mariner Cove of Fort Pierce

Dear Cary:

This letter is a follow-up to conversations you have had with Jimmy Farless regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

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09/27/2012

12:57

LYNN THOMPSON D.L.C → 12059894731

12:00

F.P. ENGINEERING → 19543182008

NO. 030 P002

NO. 448 P002

In addition, if Shelby Homes or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Shelby Homes will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to Lance Mills by 09-22-2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.


Thank you for choosing BellSouth. If you have any questions, please contact the engineer Lance Mills at 772 460-4511.

Sincerely,

BellSouth Telecommunications, Inc.


Barbara J. Ball
Director - Planning and Provisioning

Accepted and Agreed By:

By: 
(Authorized Representative)

Name: JOHN E. SMITH

Title: VILE PRESIDENT

Date: 9/2/06

ENTIRE PAGE REDACTED

PROPRIETARY

ENTIRE PAGE REDACTED

PROPRIETARY



BellSouth Telecommunications, Inc.
Planning and Provisioning
2021 So. Military Trail
Room 107
West Palm Beach, FL 33415

Office: 561-439-9110
Fax: 561-964-3499

09/07/2006

ATTN: Robert Ferruggia
Oakland Estate L.L.C.

RE: (Oakland Lake Estates / Located at Intersection of King's Highway and Palomar
Dr

Dear Mr. Ferruggia:

This letter is a follow-up to conversations you have had with Dan Koenig regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

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P 07 2006 4:30PM HP LASERJET FAX

P.3

In addition, if Oakland Estate L.L.C. or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Oakland Estate L.L.C. will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to Daniel Koenig by 09/30/2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.


Thank you for choosing BellSouth. If you have any questions, please contact the engineer Dan Koenig at 772-460-4426.

Sincerely,

BellSouth Telecommunications, Inc.


Barbara J. Ball
Director - Planning and Provisioning

Accepted and Agreed By:

By:  Sept 7-2006
(Authorized Representative)

Name: Robert Ferruggia

Title: Managing member Oakland Estates LLC

Date: 9/07/06



BellSouth Telecommunications, Inc.
West Palm Beach

Robert Matrafajlo
2021 S Military Trail
Robert.Matrafajlo@Bellsouth.com
561-439-9208
561-964-9746 Fax

7/19/2006

Centex Homes
3301 Quantum Blvd 1st Floor
Boynton Beach FL
33426
RE: Oakmont Estates

Dear Matt Horan

This letter is a follow-up to conversations you have had with Robert Matrafajlo regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by 07/30/2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pull boxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Centex Homes or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Centex Homes will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to me by 7/30/2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact Robert Matrafajlo at 561-439-9208

Sincerely,

BellSouth Telecommunications, Inc.

Barbara Ball

Barbara J. Ball
DIRECTOR-OSP DESIGN & CONSTRUCT
Network Opns-Florida
BellSouth Telecommunications

Accepted and Agreed By:

[Signature] 7/26/06
By: _____
(Authorized Representative)

Name: MATTHEW B. HOBAN

Title: DIVISION PRESIDENT

Date: 7/26/06



BellSouth Telecommunications, Inc.
Planning and Provisioning
2021 So. Military Trail
Room 107
West Palm Beach, FL 33415

Office: 561-439-9110
Fax: 561-964-3499

August 15, 2006

Camaden Court

ATTN: David Weinstein
7900 Glades Rd.
Suite 320 Boca Raton
33434

RE: Camden Ct/ Wellington

Dear Mr. Weinstein:

This letter is a follow-up to conversations you have had with Robert Matrafajlo regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by 9/21/2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Camden Ct or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Camden Ct will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to Robert Matrafajlo by 9/21/2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact the engineer Robert Matrafajlo at (561)439-9208.

Sincerely,

BellSouth Telecommunications, Inc.

Barbara J. Ball

Barbara J. Ball
Director - Planning and Provisioning

Accepted and Agreed By:

Camden Ct Representative

By: *David C. Weinstein* 8/23/06
(Authorized Representative)

Name: *David C. Weinstein*

Title: *J.P.*

Date: *8/23/06*

09/27/2012 13:03

LYNN THOMPSON D.L.C. → 12059894731

AUG-17-2006(THU) 15:01

Gulfstream Property Management

(FAX) 561 733 9086

NO. 033 0001
P. 002/003

6E831069N



BellSouth Telecommunications, Inc.
Palm District

Curtis E. Crosby
2021 S. Military Trail, West Palm
Beach, FL 33415
561-439-9179
561-964-7932
curtis.crosby@bellsouth.com

August 15, 2006

Flagler Landing Development Company
Sam Wayland
639 East Ocean Avenue, Suite 406
Boynton Beach, FL 33435

RE: Flagler Landing, 3900 Flagler Avenue

Dear Mr. Wayland:

This letter is a follow-up to conversations you have had with Curtis E. Crosby regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by 09/01/2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pull boxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

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08/16/2006 07:07



71-2006(THU) 15:01

Gulfstream Property Management (FAX)561 733 9086

P. 003/003

6E831069N

In addition, if Flagler Landing Development Company or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive sales agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Flagler Landing Development Company will be responsible to BellSouth for the then un-recovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to me by 09/01/2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact Curtis E. Crosby at 561-439-9179.

Sincerely,

BellSouth Telecommunications, Inc.

Barbara Ball

Barbara Ball, Director

Accepted and Agreed By:

Flagler Landing Development Company
Sam Wayland
639 East Ocean Avenue, Suite 406
Boynton Beach, FL 33435

By: *Sam Wayland*
(Authorized Representative)

Name: Sam Wayland

Title: Construction Manager

Date: 8/16/06



BellSouth Telecommunications, Inc.
Barbara Ball

Javier Perez
2021 S Military Trl
West Palm Beach, FL 33415
Ofic: 561-439-9040
javier.perez1@bellsouth.com
Fax: 561-964-3499

July 21, 2006

Avatar Properties, Inc.
ATTN: John Gavenas
201 Alhambra Circle, 12th Floor
Coral Gables, FL 33134

RE: Frenchmans' Yatch Club at Palm Beach Gardens, FL

Dear : John

This letter is a follow-up to conversations you have had with Javier Perez regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by December of 2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements by August of 2006.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

In addition, if Avatar Properties, Inc. or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, Avatar Properties, Inc. will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

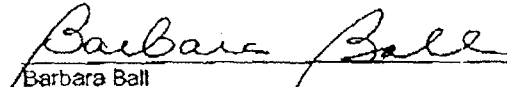
Please sign where indicated below and return the signed letter to me by 08/15/2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact Javier Perez at 561-439-9040.

Sincerely,

BellSouth Telecommunications, Inc.


Barbara Ball
Director of Engineering

Accepted and Agreed By:

Avatar Properties, Inc.

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

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PROPRIETARY

From: 561 964 3782 Page: 2/3 Date: 7/18/2006 12:15:46 PM



BellSouth Telecommunications, Inc.
Planning and Provisioning
2021 So. Military Trail
Room 107
West Palm Beach, FL 33415

Office: 561-439-9110
Fax: 561-964-3499

July 14, 2006

E.H. Building Group

ATTN: Michael Griffin
4227 Northlake Blvd
Palm Beach Gardens, FL 33410

RE: Piper's Cay, West Palm Beach, FL

Dear Michael:

This letter is a follow-up to conversations you have had with Kevin Williams regarding BellSouth's service provisioning to the referenced project. Included in this letter is important information regarding BellSouth's requirements preparatory to our commencing work on this project. We thank you for considering BellSouth and look forward to working with your team.

Before BellSouth incurs costs to prepare the property for BellSouth service, we require an authorized representative of the developer or affiliated property owner to sign and return this letter. Once we receive the signed letter, BellSouth will commence planning and engineering activities when appropriate to serve the property. By signing this letter, you agree that:

- The developer or its affiliated property owner will grant to BellSouth, at no cost, easements for the placement of its cables and equipment within the property at mutually agreeable locations. To meet the estimated service dates of this project, easements must be granted and recorded by August 6, 2006.
- BellSouth will be provided with site plans and valid addresses for the project as soon as they are available. The plans will include lot lines and measurements.
- To the extent required by applicable laws and rules, or as otherwise agreed upon, the developer or its affiliated property owner will provide support structures necessary for the installation of BellSouth's facilities (for example, conduits, trenches, pullboxes, equipment space, backboards, electrical power, as applicable.)
- BellSouth will not be restricted in any way from providing any service that it desires to offer at the property.
- The developer, any affiliated property owner or other affiliated party, and any homeowners 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 communications services, including any voice, data, or video service.

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

In addition, if E.H. Building Group or any affiliated party or homeowners or condominium association enters into an exclusive marketing agreement, exclusive service agreement, or a bulk service agreement (as defined above) with another service provider for communications services, including any voice, data, or video service, within 18 months of the date of first occupancy, E.H. Building Group will be responsible to BellSouth for the then unrecovered costs associated with the engineering and installation of the initial facilities.

Please sign where indicated below and return the signed letter to Kevin Williams by July 21, 2006. By signing this letter, you agree that, if BellSouth proceeds with engineering and construction work and ultimately does not provide service to residents due to any of the conditions above not being met, or other conditions that limit BellSouth's ability to provide service, then you will reimburse BellSouth for the costs of such work. This cost recovery would be in addition to any other remedies available to BellSouth. You will promptly inform BellSouth if the conditions are not met or of any limiting conditions.

The person signing below must be a representative who is authorized to sign for your company and by signing below represents that he or she has that authority.

Thank you for choosing BellSouth. If you have any questions, please contact the engineer Kevin Williams at 561-439-9180.

Sincerely,

BellSouth Telecommunications, Inc.

Barbara Bell

Barbara J. Bell
Director - Planning and Provisioning

Accepted and Agreed By:

By: *Paul Staino* 7/18/06
(Authorized Representative)
Name: PAUL STAINO
Title: EVP OPERATIONS
Date: 7/18/06

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