



ORIGINAL


Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: June 27, 2007

TO: Ann Cole, Commission Clerk - PSC, Office of Commission Clerk

FROM: Dale R. Buys, Regulatory Analyst IV, Division of Competitive Markets & Enforcement 

RE: Docket No. 070126-TL - Petition for relief from carrier-of-last-resort (COLR) obligations pursuant to Section 364.025(6)(d), F.S., for Villages of Avalon, Phase II, in Hernando County, by BellSouth Telecommunications, Inc. d/b/a AT&T Florida.

Please file the attached documents in the above referenced docket file. The documents are:

- Letter from Beth Salak dated March 15, 2007; Re: Docket No. 070126-TL – Staff Data Request No. VA-1
- Letter from Beth Salak dated March 30, 2007; Re: Docket No. 070126-TL – Staff Data Request No. VA-2
- Letter from Mallory Gayle Holm (Avalon) to Beth Salak; Re: Docket No. 070126-TL, Staff Data Request No. VA-1; date stamped 2007 MAR 29 AM 11:45, including copies of three separate publicly filed easements.
- Letter from Manuel A. Gurdian (AT&T Florida) to Beth Salak dated March 23, 2007, regarding AT&T Florida’s response to Staff’s First Data Request No. ATT-1.

DRB/
Attachments

COMMISSION
CLERK

07 JUN 27 PM 3:36

RECEIVED-FPSC

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

COMMISSIONERS:
LISA POLAK EDGAR, CHAIRMAN
MATTHEW M. CARTER II
KATRINA J. MCMURRIAN

STATE OF FLORIDA



DIVISION OF COMPETITIVE MARKETS &
ENFORCEMENT
BETH W. SALAK
DIRECTOR
(850) 413-6600

Public Service Commission

March 30, 2007

VIA FACSIMILE: 904-482-1101

Ms. Mallory Gayle Holm, Esq.
Avalon Development, LLC
Stokes Land Group, LLLP
4315 Pablo Oaks Court
Jacksonville, FL 32224

Re: Docket No. 070126-TL - Staff Data Request No. VA-2

Dear Ms. Holm:

Thank you for your response to Staff Data Request VA-1. The information you provided is very helpful, however, Avalon Development, LLC (Avalon) did not provide the data requested in Items 1 and 2. In your response letter we received on March 29, 2007, you indicated that much of the information requested would require Avalon to disclose confidential and proprietary information which Avalon is not at liberty to disclose. Avalon may submit the requested information under a claim of confidentiality pursuant to Section 364.183, Florida Statutes, and Rule 25-22.006, Florida Administrative Code.

It appears the information relates to the marketing and sales brochures used by Avalon to market residential properties in the development, and the contracts between all communications services providers and Avalon that relate to the provision of voice, data and video services. This information will help staff prepare its recommendation to the Commission regarding AT&T Florida's Petition for relief from its carrier-of-last-resort obligation to provide voice service to the Villages of Avalon, Phase II.

Staff's recommendation in this docket is scheduled to be filed on May 10, 2007, and the Commission will address this issue at the May 22, 2007, Agenda Conference. Pursuant to Section 364.025(6)(d), Florida Statutes, the Commission must act on AT&T Florida's petition within 90 days.

Docket No. 070126-TL
Staff Data Request No. VA-2

For this data request, the following terms apply:

Communications Service Providers includes, but is not limited to, Connexion Technologies, Inc., Beyond Communications, Smart Resorts, Baldwin County Internet/DSSI Service, Inc., Capitol Infrastructure, DSSI, LLC, SmartTel Communications, and BellSouth Telecommunications, Inc. d/b/a AT&T Florida.

Developer includes Avalon Development, LLC, and Stokes Land Group, LLLP.

Development means the Villages at Avalon Phase I and the Villages at Avalon Phase II located in Spring Hill, Florida, in Hernando County.

1. Please provide a sample of all marketing materials and sales brochures used by the Developer in the marketing and sales of the residential properties located in the Development for both Phase I and Phase II.
2. Please provide a copy of all contracts between all Communications Service Providers and the Developer that relate to the provision of voice, data or video services for the residential properties located in the Development for both Phase I and Phase II.

COMMISSIONERS:
LISA POLAK EDGAR, CHAIRMAN
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STATE OF FLORIDA



DIVISION OF COMPETITIVE MARKETS &
ENFORCEMENT
BETH W. SALAK
DIRECTOR
(850) 413-6600

Public Service Commission

March 15, 2007

VIA FACSIMILE: 904-482-1101

Ms. Mallory Gayle Holm, Esq.
Avalon Development, LLC
Stokes Land Group, LLLP
4315 Pablo Oaks Court
Jacksonville, FL 32224

Re: Docket No. 070126-TL - Staff Data Request No. VA-1

Dear Ms. Holm:

Please provide written responses and documents to the attached Data Request No. VA-1 by March 22, 2007. Should you have any questions, please contact me at (850) 413-6600.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Salak".

Beth Salak, Director
Division of Competitive Markets and Enforcement

Attachment

Cc: Patrick Wiggins – GCL
Dale Buys - CMP

Docket No. 070126-TL
Staff Data Request No. VA-1

For this data request, the following terms apply:

Communications Service Providers includes, but is not limited to, Connexion Technologies, Inc., Beyond Communications, Smart Resorts, Baldwin County Internet/DSSI Service, Inc., Capitol Infrastructure, DSSI, LLC, SmartTel Communications, and BellSouth Telecommunications, Inc. d/b/a AT&T Florida.

Developer includes Avalon Development, LLC, and Stokes Land Group, LLLP.

Development means the Villages at Avalon Phase I and the Villages at Avalon Phase II located in Spring Hill, Florida, in Hernando County.

1. Please provide a sample of all marketing materials and sales brochures used by the Developer in the marketing and sales of the residential properties located in the Development for both Phase I and Phase II.
2. Please provide a copy of all contracts between all Communications Service Providers and the Developer that relate to the provision of voice, data or video services for the residential properties located in the Development for both Phase I and Phase II.
3. Please provide a copy of all easements granted to all Communications Service Providers by the Developer for both Phase I and Phase II.
4. Please provide a copy of the plat for the Development and indicate the number of lots in Phase I and the number of lots in Phase II.
5. Please provide a "yes" or "no" response in column D of the attached spreadsheet titled, "Parcels Villages of Avalon Phase I. Please provide the street name and street number in column E for the properties where the street name and street number are listed as unknown. Please add additional comments where appropriate.

Parcels Villages of Avalon Phase 1

	A	B	C	D	E
1	ParcelKey	StreetNumber	StreetName	Residence Built and Occupied (Yes/No)	Comments (Optional)
2	1590503	Unknown	Unknown		
3	1590512	328	WINTHROP DR		
4	1590521	318	WINTHROP DR		
5	1590530	306	WINTHROP DR		
6	1590549	298	WINTHROP DR		
7	1590558	288	WINTHROP DR		
8	1590567	282	WINTHROP DR		
9	1590576	272	WINTHROP DR		
10	1590585	15	FAIRMONT DR		
11	1590594	27	FAIRMONT DR		
12	1590601	35	FAIRMONT DR		
13	1590610	45	FAIRMONT DR		
14	1590629	55	FAIRMONT DR		
15	1590638	65	FAIRMONT DR		
16	1590647	75	FAIRMONT DR		
17	1590656	81	FAIRMONT DR		
18	1590665	208	FAIRMONT DR		
19	1590674	200	FAIRMONT DR		
20	1590683	192	FAIRMONT DR		
21	1590692	184	FAIRMONT DR		
22	1590709	178	FAIRMONT DR		
23	1590718	166	FAIRMONT DR		
24	1590727	148	FAIRMONT DR		
25	1590736	74	FAIRMONT DR		
26	1590745	64	FAIRMONT DR		
27	1590754	52	FAIRMONT DR		
28	1590763	44	FAIRMONT DR		
29	1590772	34	FAIRMONT DR		
30	1590781	26	FAIRMONT DR		
31	1590790	16	FAIRMONT DR		
32	1590807	Unknown	Unknown		
33	1590816	327	WINTHROP DR		
34	1590825	317	WINTHROP DR		

Parcels
Villages of Avalon Phase 1

	A	B	C	D	E
35	1590834	305	WINTHROP DR		
36	1590843	297	WINTHROP DR		
37	1590852	283	WINTHROP DR		
38	1590861	263	WINTHROP DR		
39	1590870	247	WINTHROP DR		
40	1590889	233	WINTHROP DR		
41	1590898	219	WINTHROP DR		
42	1590905	Unknown	Unknown		
43	1590914	250	FAIRMONT DR		
44	1590923	260	FAIRMONT DR		
45	1590932	270	FAIRMONT DR		
46	1590941	286	FAIRMONT DR		
47	1590950	298	FAIRMONT DR		
48	1590969	324	FAIRMONT DR		
49	1590978	336	FAIRMONT DR		
50	1590987	352	FAIRMONT DR		
51	1590996	366	FAIRMONT DR		
52	1591003	388	FAIRMONT DR		
53	1591012	468	ROCKROSE CT		
54	1591021	474	ROCKROSE CT		
55	1591030	484	ROCKROSE CT		
56	1591049	577	WINTHROP DR		
57	1591058	561	WINTHROP DR		
58	1591067	537	WINTHROP DR		
59	1591076	527	WINTHROP DR		
60	1591085	517	WINTHROP DR		
61	1591094	509	WINTHROP DR		
62	1591101	501	WINTHROP DR		
63	1591110	491	WINTHROP DR		
64	1591129	479	WINTHROP DR		
65	1591138	463	WINTHROP DR		
66	1591147	453	WINTHROP DR		
67	1591156	439	WINTHROP DR		
68	1591165	425	WINTHROP DR		
69	1591174	415	WINTHROP DR		

Parcels
Villages of Avalon Phase 1

	A	B	C	D	E
70	1591183	399	WINTHROP DR		
71	1591192	389	WINTHROP DR		
72	1591209	373	WINTHROP DR		
73	1591218	Unknown	Unknown		
74	1591227	389	FAIRMONT DR		
75	1591236	377	FAIRMONT DR		
76	1591245	367	FAIRMONT DR		
77	1591254	359	FAIRMONT DR		
78	1591263	351	FAIRMONT DR		
79	1591272	343	FAIRMONT DR		
80	1591281	335	FAIRMONT DR		
81	1591290	795	WINTHROP DR		
82	1591307	783	WINTHROP DR		
83	1591316	773	WINTHROP DR		
84	1591325	763	WINTHROP DR		
85	1591343	735	WINTHROP DR		
86	1591352	725	WINTHROP DR		
87	1591361	719	WINTHROP DR		
88	1591370	709	WINTHROP DR		
89	1591389	699	WINTHROP DR		
90	1591398	687	WINTHROP DR		
91	1591405	675	WINTHROP DR		
92	1591414	669	WINTHROP DR		
93	1591423	659	WINTHROP DR		
94	1591432	Unknown	Unknown		
95	1591441	499	ROCKROSE CT		
96	1591450	485	ROCKROSE CT		
97	1591469	475	ROCKROSE CT		
98	1591478	469	ROCKROSE CT		
99	1591487	Unknown	Unknown		
100	1591496	374	WINTHROP DR		
101	1591502	384	WINTHROP DR		
102	1591511	390	WINTHROP DR		
103	1591520	396	WINTHROP DR		
104	1591539	408	WINTHROP DR		

Parcels
Villages of Avalon Phase 1

	A	B	C	D	E
105	1591548	416	WINTHROP DR		
106	1591557	424	WINTHROP DR		
107	1591566	438	WINTHROP DR		
108	1591575	444	WINTHROP DR		
109	1591584	454	WINTHROP DR		
110	1591593	462	WINTHROP DR		
111	1591600	472	WINTHROP DR		
112	1591619	482	WINTHROP DR		
113	1591628	492	WINTHROP DR		
114	1591637	502	WINTHROP DR		
115	1591646	512	WINTHROP DR		
116	1591655	518	WINTHROP DR		
117	1591664	528	WINTHROP DR		
118	1591673	536	WINTHROP DR		
119	1591682	542	WINTHROP DR		
120	1591691	550	WINTHROP DR		
121	1591708	558	WINTHROP DR		
122	1591717	564	WINTHROP DR		
123	1591726	570	WINTHROP DR		
124	1591735	578	WINTHROP DR		
125	1591744	586	WINTHROP DR		
126	1591753	594	WINTHROP DR		
127	1591762	604	WINTHROP DR		
128	1591771	616	WINTHROP DR		
129	1591780	624	WINTHROP DR		
130	1591799	632	WINTHROP DR		
131	1591806	638	WINTHROP DR		
132	1591815	644	WINTHROP DR		
133	1591824	648	WINTHROP DR		
134	1591833	654	WINTHROP DR		
135	1591842	660	WINTHROP DR		
136	1591851	668	WINTHROP DR		
137	1591860	676	WINTHROP DR		
138	1591879	688	WINTHROP DR		
139	1591888	698	WINTHROP DR		

Parcels
Villages of Avalon Phase 1

	A	B	C	D	E
140	1591897	708	WINTHROP DR		
141	1591904	718	WINTHROP DR		
142	1591913	726	WINTHROP DR		
143	1591922	750	WINTHROP DR		
144	1591931	764	WINTHROP DR		
145	1591940	772	WINTHROP DR		
146	1591959	782	WINTHROP DR		
147	1591968	790	WINTHROP DR		
148	1591977	796	WINTHROP DR		
149	1591986	806	WINTHROP DR		
150	1591995	Unknown	Unknown		
151	1592002	287	FAIRMONT DR		
152	1592011	279	FAIRMONT DR		
153	1592020	269	FAIRMONT DR		
154	1592039	261	FAIRMONT DR		
155	1592048	249	FAIRMONT DR		
156	1592057	241	FAIRMONT DR		
157	1592066	231	FAIRMONT DR		
158	1592075	221	FAIRMONT DR		
159	1592084	211	FAIRMONT DR		
160	1592093	201	FAIRMONT DR		
161	1592100	193	FAIRMONT DR		
162	1592119	185	FAIRMONT DR		
163	1592128	177	FAIRMONT DR		
164	1592137	167	FAIRMONT DR		
165	1592146	157	FAIRMONT DR		
166	1592155	147	FAIRMONT DR		
167	1592164	143	FAIRMONT DR		
168	1592173	137	FAIRMONT DR		
169	1592182	129	FAIRMONT DR		
170	1592191	125	FAIRMONT DR		
171	1592208	119	FAIRMONT DR		
172	1592217	109	FAIRMONT DR		
173	1592226	103	FAIRMONT DR		
174	1592235	97	FAIRMONT DR		

Parcels
Villages of Avalon Phase 1

	A	B	C	D	E
175	1592244	13654	HUNTERS POINT ST		
176	1592253	13636	HUNTERS POINT ST		
177	1592262	13620	HUNTERS POINT ST		
178	1592271	13606	HUNTERS POINT ST		
179	1592280	13588	HUNTERS POINT ST		
180	1592299	13576	HUNTERS POINT ST		
181	1592306	13560	HUNTERS POINT ST		
182	1592315	13546	HUNTERS POINT ST		
183	1592324	13530	HUNTERS POINT ST		
184	1592333	13516	HUNTERS POINT ST		
185	1592342	13500	HUNTERS POINT ST		
186	1592351	13484	HUNTERS POINT ST		
187	1592360	13470	HUNTERS POINT ST		
188	1592379	13454	HUNTERS POINT ST		
189	1592388	13440	HUNTERS POINT ST		
190	1592397	13424	HUNTERS POINT ST		
191	1592404	13410	HUNTERS POINT ST		
192	1592413	13396	HUNTERS POINT ST		
193	1592422	13635	HUNTERS POINT ST		
194	1592431	13619	HUNTERS POINT ST		
195	1592440	Unknown	Unknown		
196	1592459	582	SUDBROOK LN		
197	1592468	596	SUDBROOK LN		
198	1592477	614	SUDBROOK LN		
199	1592486	630	SUDBROOK LN		
200	1592495	644	SUDBROOK LN		
201	1592501	658	SUDBROOK LN		
202	1592510	676	SUDBROOK LN		
203	1592529	690	SUDBROOK LN		
204	1592538	Unknown	Unknown		
205	1592547	13584	WEATHERSTONE DR		
206	1592556	13600	WEATHERSTONE DR		
207	1592565	13618	WEATHERSTONE DR		
208	1592574	13636	WEATHERSTONE DR		
209	1592583	13652	WEATHERSTONE DR		

Parcels Villages of Avalon Phase 1

	A	B	C	D	E
210	1592592	13670	WEATHERSTONE DR		
211	1592609	13698	WEATHERSTONE DR		
212	1592618	Unknown	Unknown		
213	1592627	13547	HUNTERS POINT ST		
214	1592636	13531	HUNTERS POINT ST		
215	1592645	13517	HUNTERS POINT ST		
216	1592654	13501	HUNTERS POINT ST		
217	1592663	13485	HUNTERS POINT ST		
218	1592672	13471	HUNTERS POINT ST		
219	1592681	13455	HUNTERS POINT ST		
220	1592690	13441	HUNTERS POINT ST		
221	1592707	13425	HUNTERS POINT ST		
222	1592716	13411	HUNTERS POINT ST		
223	1592725	13397	HUNTERS POINT ST		
224	1592734	13381	HUNTERS POINT ST		
225	1592743	13365	HUNTERS POINT ST		
226	1592752	13364	CHESAPEAKE PL		
227	1592761	13380	CHESAPEAKE PL		
228	1592770	13410	CHESAPEAKE PL		
229	1592789	13426	CHESAPEAKE PL		
230	1592798	13440	CHESAPEAKE PL		
231	1592805	13458	CHESAPEAKE PL		
232	1592814	13472	CHESAPEAKE PL		
233	1592823	13486	CHESAPEAKE PL		
234	1592832	13504	CHESAPEAKE PL		
235	1592841	13516	CHESAPEAKE PL		
236	1592850	13532	CHESAPEAKE PL		
237	1592869	13546	CHESAPEAKE PL		
238	1592878	13566	CHESAPEAKE PL		
239	1592887	Unknown	Unknown		
240	1592896	13547	CHESAPEAKE PL		
241	1592903	13533	CHESAPEAKE PL		
242	1592912	13517	CHESAPEAKE PL		
243	1592921	13505	CHESAPEAKE PL		
244	1592930	13487	CHESAPEAKE PL		

**Parcels
Villages of Avalon Phase 1**

	A	B	C	D	E
245	1592949	13473	CHESAPEAKE PL		
246	1592958	13457	CHESAPEAKE PL		
247	1592967	13441	CHESAPEAKE PL		
248	1592976	13425	CHESAPEAKE PL		
249	1592985	13411	CHESAPEAKE PL		
250	1592994	13395	CHESAPEAKE PL		
251	1593001	13381	CHESAPEAKE PL		
252	1593010	Unknown	Unknown		
253	1593029	Unknown	Unknown		
254	1593038	13380	BARKINGSIDE PL		
255	1593047	13396	BARKINGSIDE PL		
256	1593056	13410	BARKINGSIDE PL		
257	1593065	13426	BARKINGSIDE PL		
258	1593074	13442	BARKINGSIDE PL		
259	1593083	13456	BARKINGSIDE PL		
260	1593092	13472	BARKINGSIDE PL		
261	1593109	13486	BARKINGSIDE PL		
262	1593118	13504	BARKINGSIDE PL		
263	1593127	13516	BARKINGSIDE PL		
264	1593136	13532	BARKINGSIDE PL		
265	1593145	13548	BARKINGSIDE PL		
266	1593154	Unknown	Unknown		
267	1593163	13530	WEATHERSTONE DR		
268	1593172	13516	WEATHERSTONE DR		
269	1593181	13498	WEATHERSTONE DR		
270	1593190	Unknown	Unknown		
271	1593207	13462	WEATHERSTONE DR		
272	1593216	13446	WEATHERSTONE DR		
273	1593225	13428	WEATHERSTONE DR		
274	1593234	13455	BARKINGSIDE PL		
275	1593243	13471	BARKINGSIDE PL		
276	1593252	13487	BARKINGSIDE PL		
277	1593261	13505	BARKINGSIDE PL		
278	1593270	13519	BARKINGSIDE PL		
279	1593289	13547	BARKINGSIDE PL		

Parcels
Villages of Avalon Phase 1

	A	B	C	D	E
280	1593298	Unknown	Unknown		
281	1593323	13761	WEATHERSTONE DR		
282	1593332	13741	WEATHERSTONE DR		
283	1593341	13727	WEATHERSTONE DR		
284	1593350	13713	WEATHERSTONE DR		
285	1593369	13699	WEATHERSTONE DR		
286	1593378	13685	WEATHERSTONE DR		
287	1593387	13669	WEATHERSTONE DR		
288	1593396	13651	WEATHERSTONE DR		
289	1593403	13635	WEATHERSTONE DR		
290	1593412	13617	WEATHERSTONE DR		
291	1593421	13601	WEATHERSTONE DR		
292	1593430	13583	WEATHERSTONE DR		
293	1593449	13567	WEATHERSTONE DR		
294	1593458	13549	WEATHERSTONE DR		
295	1593467	13529	WEATHERSTONE DR		
296	1593476	13515	WEATHERSTONE DR		
297	1593485	13497	WEATHERSTONE DR		
298	1593494	13481	WEATHERSTONE DR		
299	1593500	13463	WEATHERSTONE DR		
300	1593519	13445	WEATHERSTONE DR		
301	1593528	13427	WEATHERSTONE DR		
302	1593537	861	BUCKHURST DR		
303	1593546	885	BUCKHURST DR		
304	1593555	913	BUCKHURST DR		
305	1593564	1265	BUCKHURST DR		
306	1593573	1245	BUCKHURST DR		
307	1593582	1225	BUCKHURST DR		
308	1593591	Unknown	Unknown		
309	1593608	914	BUCKHURST DR		
310	1593617	936	BUCKHURST DR		
311	1593626	960	BUCKHURST DR		
312	1593635	967	BELVOIR WAY		
313	1593644	947	BELVOIR WAY		
314	1593653	923	BELVOIR WAY		

**Parcels
Villages of Avalon Phase 1**

	A	B	C	D	E
315	1593662	901	BELVOIR WAY		
316	1593671	Unknown	Unknown		
317	1593680	946	BELVOIR WAY		
318	1593699	966	BELVOIR WAY		
319	1593706	1224	BUCKHURST DR		
320	1593715	1246	BUCKHURST DR		
321	1593724	Unknown	Unknown		
322	1593733	13822	BASSINGTHORPE DR		
323	1593742	13850	BASSINGTHORPE DR		
324	1593751	13876	BASSINGTHORPE DR		
325	1593760	13904	BASSINGTHORPE DR		
326	1593779	13932	BASSINGTHORPE DR		
327	1593788	Unknown	Unknown		
328	1593797	14058	BASSINGTHORPE DR		
329	1593804	14078	BASSINGTHORPE DR		
330	1593813	14100	BASSINGTHORPE DR		
331	1593822	14120	BASSINGTHORPE DR		
332	1593831	14138	BASSINGTHORPE DR		
333	1593840	14160	BASSINGTHORPE DR		
334	1593859	14161	BASSINGTHORPE DR		
335	1593868	14139	BASSINGTHORPE DR		
336	1593877	14121	BASSINGTHORPE DR		
337	1593886	14101	BASSINGTHORPE DR		
338	1593895	14079	BASSINGTHORPE DR		
339	1593902	14059	BASSINGTHORPE DR		
340	1593911	14041	BASSINGTHORPE DR		
341	1594037	13396	CHESAPEAKE PL		

Beth Salak, Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission

Re: Docket No. 070126-TL
Staff Data Request No. VA-1

RECEIVED
MAY 15 2007
DIVISION OF
COMPETITIVE SERVICES

Dear Ms. Salak:

This is to respond to your above-referenced request.

We recently filed a letter responsive to AT&T's petition for relief from its carrier of last resort ("COLR") obligations in the Avalon community. Our letter constituted a limited appearance for the purposes of providing relevant information to the Commission. We continue that limited appearance solely to respond to your Staff Data Request of March 15, 2007.

In a spirit of cooperation, however, and in order to provide the Commission with publicly available information that is relevant to and, we believe, determinative in its inquiry, we attach hereto copies of the publicly filed easements related to the Commission's requests. We have attached courtesy copies of the three easements that address communications services to the Avalon development.

Please note that the first easement, dated August 18, 2005, carefully preserved the rights of telephone, gas, water and electrical service providers to provide services to Avalon. The rights and obligations of regulated public utilities and public franchise video providers were preserved in paragraph 5. The rights of all utilities were again specifically mentioned in paragraph 9, and the grantee of easements thereunder was directed to cooperate with such service providers. Furthermore, the rights of franchised video providers were specifically preserved in paragraph 10.

On May 18, 2006, we granted a second easement to ensure access rights to the COLR carrier for the area. While we believed that the rights granted in the second easement were implicit in the first, we wanted to ensure that all residents of the Avalon community had access to the services of such provider.

Around the time that we filed the second easement we received a request by BellSouth for an easement specifically mentioning them. We entered into negotiations with BellSouth concerning the contents of that easement, which resulted in the agreed-upon language contained in the third easement that we filed on August 31, 2006.

We believe the easements included with our response address the issues in AT&T's petition before the commission as to its access to the Villages of Avalon for purposes of voice services. Furthermore, much of the information you request would require us to disclose confidential and proprietary information, or information that is

personal to the residents of the Avalon community. We are not at liberty to disclose any of that information.

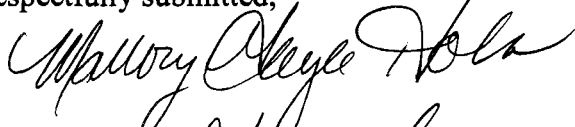
We fail to understand the basis for AT&T's request pending before the Commission. As demonstrated by the easements, AT&T has had, and continues to have, unrestricted access to the residents of the Villages of Avalon, and is providing voice services to the first phase of the Avalon community. We see no basis for AT&T to deny service to the second phase of the very same community. Furthermore, it is our understanding that AT&T's COLR costs are recovered through the universal service funding mechanism. As a result, there is no basis for its arguments that it is uneconomical for it to provide voice service to the remainder of the Avalon community without being able to subsidize the cost of its voice services with other service fees.

We question whether the provision of video and data services to residents in Avalon (whether by AT&T or other providers) is within the regulatory jurisdiction of the Commission. As the Commission recently noted in Docket No. 060822-TL, it does not have regulatory authority over internet (data) services or video (cable television) services. See, e.g., Transcript in Docket No. 060822-TL, March 13, 2007, Item No. 17, at 50; see Florida Statutes 364.01; 364.011. It also appears the Commission does not have regulatory authority over parties who provide broadband platforms, the availability of broadband services or who otherwise do not provide regulated voice services. See *id.* 364.01; 364.011; 364.013.

Thank you for your consideration of this letter. As I stated above, our appearance is limited. We have provided the information that is public, readily available and relevant to your inquiry. We believe that the AT&T petition has no merit, and request that it be denied.

We hereby certify that we sent copies of this letter to the persons identified in the copy lines below, by certified First Class mail.

Respectfully submitted,


General
Counsel

cc: James Meza III
Sharon R. Liebman
Manuel A. Gurdian
c/o Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

10/2

R

Prepared by
And Record and Return to"
John Lindsey
Capitol Infrastructure, LLC
5625 Dillard Drive, Suite 105
Cary, NC 27511

Doc# 2005071992
Hernando County, Florida
06/18/2005 9:22AM
KAREN NICOLAI, Clerk

RECORDING FEES \$ 66.50
DEED DOC STAMP \$ 6.78
06/18/2005 *KL* Deputy Clk

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BK: 2084 PG: 1307

Easement and Memorandum of Agreement

1. Grant of Easement

In consideration of \$10, and for other good and valuable consideration including the payment of rents as provided in the Master Infrastructure Agreement, the receipt and sufficiency of which are acknowledged, and in consideration of Capitol Infrastructure, LLC ("Grantee") having entered into a Master Community Infrastructure Agreement with Grantor (the "Agreement"), the undersigned ("Grantor") grants to Grantee, its successors and assigns, an easement on Grantor's property and all its improvements as described in the attached Attachment I to this Agreement (the "Property") as follows:

2. Definitions.

Multi-Channel Video Services. "Multi-Channel Video Services" means the package of multi-channel cable television and other video-and/or-sound services, provided over the Infrastructure (e.g., the basic, premium, and pay-per-view services, whether analog or digital) offered by multi-channel video service providers generally to customers in the area where the Property is located (the "Area").

Voice Services. "Voice Services" means local voice telecommunications services, delivered within the Property in whole or in part via wired or cable transmission, provided by local exchange carriers (LECs) or competitive local exchange carriers (CLECs), as well as long distance voice telecommunications services provided by interexchange carriers (IXCs), or by resellers of the same.

Data Services. "Data Services" means data transmission, including but not limited to connectivity with the internet using internet protocol (IP) or the equivalent or successor protocol via wired Ethernet, wireless (802.11) transmission or other transmission media or protocol under the Property or within or via improvements on the Property.

Security Services. "Security Services" means installation and/or monitoring of burglar, fire and other security systems and related equipment, including but not limited to wired or wireless detection and transmission equipment.

Additional Services. "Additional Services" means any communication services other than the Multi-Channel Video Services, Voice Services, Data

Services or Security Services that can be provided to the Property over the Infrastructure.

Infrastructure. "Infrastructure" means internal (other than within a single family detached home or town house) and external wiring, cables, poles, conduits, molding, pipes, antennas, transmitters, receivers, servers, switch equipment, software, edge equipment, central processing units, audio, video or information servers, satellite earth stations, electrical connections, one or more equipment rooms with space sufficient for the installation, operation and maintenance of head end equipment and termination of transmission lines, and other facilities and equipment for the provision and delivery of Multi-Channel Video Services, Voice Services, Data Services, Security Services or Additional Services to residents, occupants and businesses within the Property.

Services. "Services" means the Multi-Channel Video Services, Voice Services, Data Services, Security Services, and Additional Services, each as more particularly defined above.

3. **Blanket Easement.** Subject to the provisions of Section 10 below relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers, Grantee, its successors, assigns, designees and licensees is hereby granted and shall retain an easement on, over, under and through all of the Property to (i) sell, market and provide Voice, Data, Security, Multi-Channel Video Services and Additional Services, and (ii) design, construct, and install Infrastructure to provide Voice, Data, Security, Additional Services and Multi-Channel Video Services serving all or a portion of the Property, and upon such installation, such easement shall be limited to operating, maintaining, upgrading, repairing, replacing, accessing and removing the Infrastructure once installed, with any change in location of the Infrastructure once installed to be with Grantor's prior approval, which approval shall not be unreasonably withheld or delayed. Subject to applicable law, and subject to the provisions of Section 10, during the term of the Agreement no provider of Services other than Grantee, its successors, assigns, designees and licensees may also provide Data Services or Security Services or Multi-Channel Video Services or Additional Services within the Property. Subject to any requirements or restrictions of applicable laws and regulations, and in recognition of Grantee's obligations under Section 10 below, during the term of the Agreement Grantor, its successors and assigns, will not (i) grant any easements across all or a part of the Property to providers of Data, Security, Multi-Channel Video Services or Additional Services other than Grantee, its successors, assigns, designees or licensees, in any portion of the Property, except for public streets, roads, highways or sidewalks, or public right of ways and (ii) will not grant or dedicate any street, road, sidewalk or highway or public right of way to any public authority unless such grant expressly indicates that it is subject to this private easement. Subject to applicable law, even on portions of the Property which subsequently become a public street, road, sidewalk or highway or public right of way, no Infrastructure installed by or on behalf of Grantee, its successors, assigns, designees and licensees, may be used by any other party without the express written permission of Grantee, which permission may be withheld for any reason.
4. **Perimeter Easement.** Subject to the provisions of Section 10 below relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers. Grantee, its successors, assigns,

designees and licensees shall have a five-foot easement on, over, under and through the outermost perimeter of the Property (the "Perimeter Easement"), and along any road or lot boundary within the Property, provided that if a public right of way or public easement intrudes into the Property, the Perimeter Easement shall be located from the edge of such right of way or easement to five feet inside the Property from such edge. Subject to Section 10 below, said easement shall be to sell, market and provide Voice, Data, Security, Multi-Channel Video Services and Additional Services and to design, construct, install, operate, market, maintain, upgrade, repair, replace, access and remove Infrastructure to provide Voice, Data, Security, Multi-Channel Video Services and Additional Services serving all or a portion of the Property. Subject to applicable law, and in recognition of Grantee's obligations under Section 10 below, during the term of the Agreement Grantor, its successors and assigns, will not grant any easements across all or a part of the Perimeter Easement to any providers of Data Services, Security Services, Multi-Channel Video Services or Additional Services other than Grantee.

5. **Easement in Common Areas.** Subject to the provisions of Section 10 below relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers, Grantee, its successors, assigns, designees and licensees, shall have an easement on, over, under and through any common area or common property (including but not limited to utility areas, attics, and roofs) of a home owners association, now existing or hereinafter established within the Property (the "Common Area Easement"), to sell, market and provide Voice, Data, Security, Multi-Channel Video Services and Additional Services and to design, construct, install, operate, market, maintain, upgrade, repair, replace, access and remove Infrastructure to provide Voice, Data, Security, Multi-Channel Video Services and Additional Services serving all or a portion of the Property. Subject to applicable law, and in recognition of Grantee's obligations under Section 10 below, during the term of the Agreement Grantor, its successors and assigns, will not grant any easements across all or a part of the Common Area Easement to any providers of Data Services, Security Services, Multi-Channel Video Services or Additional Services other than Grantee.
6. **Easement Under Roads and Public Right of Ways Established within the Property.** Subject to the provisions of Section 10 below relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers Grantee, its successors, assigns, designees and licensees are hereby granted an easement on, over, under and through any road, street or highway within the Property, to (i) sell, market and provide Voice, Data, Security, Multi-Channel Video Services and Additional Services, and (ii) design, construct, install, operate, market, occupy, maintain, upgrade, repair, replace, access and remove Infrastructure to provide Voice, Data, Security, Multi-Channel Video Services and Additional Services provided by Grantee or its assigns, designees, or licensees, to residents, occupants or businesses within all or a portion of the Property. If such road, street or highway within the Property is subsequently dedicated to any public body or all or any other portion of the Property subsequently be dedicated as a public right of way, such dedication or conveyance shall be subject to the private easement established in the preceding sentence, provided that such private easement retained by Grantee its successors and assigns shall become non-exclusive in such otherwise public road, street or highway or public right of way. In such case, subject to the

provisions of Section 10 below (i) the non-exclusive easement of Grantee, its successors, assigns, designees and licensees shall remain a private easement, (ii) the public shall have no interest in the private easement of Grantee, its successors, assigns, designees and licensees, (iii) neither the public nor any person or entity granted any rights by any public authority shall have the right to use any of the facilities of Grantee, its successors, assigns, designees and licensees in such private easement area. Subject to the provisions of Section 10 below relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers, Grantee, with respect to any road, street or highway within the Property that does not become a public road, street or highway, or any portion of the Property that does not otherwise become public property, Grantee, its successors, assigns, designees and licensees shall at all times retain an easement (the "Road Easement"), to (i) sell, market and provide Voice, Data, Security, Multi-Channel Video Services and Additional Services and (ii) design, construct, install, operate, market, occupy, maintain, upgrade, repair, replace, access and remove Infrastructure to provide Voice, Data, Security, Multi-Channel Video Services and Additional Services provided by Grantee or its assigns, designees, or licensees, to residents, occupants or businesses within all or a portion of the Property. Subject to applicable law, and in recognition of Grantee's obligations under Section 10 below, during the term of the Agreement Grantor, its successors and assigns, will not grant any easements across all or a part of the Road Easement to any providers of Data Services, Security Services, Multi-Channel Video Services or Additional Services other than Grantee.

7. **Fixtures.** Infrastructure that is not underground or within the walls of buildings on the Property or that is not a building on the Property shall not be deemed to be affixed to or a fixture of the Property.
8. **Development Plan.** Grantee, its successors and assigns will work with Grantor to locate Infrastructure with and in furtherance of the overall development plan for the Property, and to install its exterior telecommunications cable underground except for switch locations and junction boxes, such that Grantee's installation of Infrastructure and exercise of Grantee's easement rights hereunder will not interfere with Grantor's overall development plan for the Property. The exact location of the Infrastructure shall be subject to Grantor's prior approval, which is not to be unreasonably withheld or delayed.
9. **Other Easements; Term of Easements.** Grantor reserves the right to grant other easements on the Property not in conflict with Grantee's rights set forth herein, but Grantor will not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein. Grantee recognizes the right of the telephone, gas, water and electrical service providers to provide such services to the Property, and agrees to cooperate with any such service providers to coordinate efficient collocation of equipment and other facilities and to promptly resolve any interference issues that may arise on account of the presence of multiple operators.

Grantee will have and hold the easements on the Property granted herein in perpetuity, together with every right and appurtenance connected to them. Grantor, its successors and assigns hereby agree to warrant and defend the easements to Grantee as well as its successors and assigns against every person who claims any part of them.

These easements and other rights granted to Grantee hereunder run with the title to the Property and are binding on Grantor, its successors and assigns and on all subsequent owners of the Property or portions thereof acquired directly or indirectly from Grantor, as well as on others who may claim an interest in all or a portion of the Property.

10. **Access by Franchise Video Providers.** Notwithstanding any provision of this Agreement and Memorandum of Agreement to the contrary, if a resident within the Property enters into a valid bona fide service agreement with a franchise video provider in the state in which the Property is located with respect to regulated video services, Grantee will, upon request by such resident or regulated service provider, and subject to Grantee receiving reasonable compensation therefore, grant limited non-Infrastructure non-exclusive easement access rights to the Property to such franchise video provider sufficient to enable such provider to provide the regulated service to the end user on the Property during the term of such service agreement, such rights to be consistent with the provisions of Section 8 above.

11. **Conditions to Easement.** Any assignment by Grantee of this Easement Agreement or of the Master Community Infrastructure Agreement with Owner is specifically conditioned upon delivery by the assignee party to the Grantor of a written confirmation by assignee party that assignee party will assume all liabilities and obligations to Owner pursuant to the Master Community Infrastructure Agreement and will abide by all other terms and conditions of such Master Community Infrastructure Agreement.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

Dated: August 12, 2005

Avalon Development, LLC

By: [Signature]
Name: John C. Kunkel
Title: Vice President

[Signature]
Witness Name: Mallory Gayle Holm

[Signature]
Witness Name: TAMARA A. FARNELL

STATE OF Florida
COUNTY OF Duval

I, Tamara A. Farnell, a Notary Public of County and State aforementioned, do hereby certify that John C. Kunkel, known to me to be the Vice President of Avalon Development, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of that company. He is personally known or has produced a Florida driver license as identification

Witness my hand and seal this 12th day of August, 2005.

Notary Public: [Signature]

My Commission Expires: 10/22/07



Attachment I to Easement and Memorandum of Agreement

Legal Description of the Property

VILLAGES AT AVALON
RESIDENTIAL AREA

DESCRIPTION: A parcel of land lying in Section 34, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 34, S.00°16'21"W., 1309.88 feet to the Northeast corner of the Southeast 1/4 of said Northeast 1/4 of Section 34; thence along the North boundary of said Southeast 1/4 of the Northeast 1/4 of Section 34, N.89°51'15"W., 40.00 feet to a point on the Westerly right-of-way line of ANDERSON SNOW ROAD, per Florida Department of Transportation Right-of-way Map Project No. 9080-1300, 97140-1303, said point also being the POINT OF BEGINNING; thence along said Westerly right-of-way line the following eleven (11) courses: 1) along a line lying 40.00 feet West of and parallel with the East boundary of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'21"W., 596.40 feet; 2) N.89°43'39"W., 20.00 feet; 3) along a line lying 60.00 feet West of and parallel with said East boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'21"W., 95.32 feet; 4) S.38°55'56"W., 64.03 feet; 5) along a line lying 100.00 feet West of and parallel with said East boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'21"W., 123.53 feet to a point of curvature; 6) Southwesterly, 883.20 feet along the arc of a curve to the right having a radius of 781.47 feet and a central angle of 64°45'16" (chord bearing S.32°38'59"W., 836.94 feet) to a point of tangency; 7) S.65°01'37"W., 410.00 feet to a point of curvature; 8) Southwesterly, 1109.51 feet along the arc of a curve to the left having a radius of 981.47 feet and a central angle of 64°46'14" (chord bearing S.32°38'30"W., 1051.37 feet) to a point of tangency; 9) S.00°15'23"W., 73.63 feet; 10) S.21°32'42"E., 53.85 feet; 11) S.00°15'23"W., 239.22 feet; thence WEST, 1722.55 feet to a point on a curve; thence Southerly, 166.72 feet along the arc of a curve to the left having a radius of 740.00 feet and a central angle of 12°54'30" (chord bearing S.06°27'15"W., 166.36 feet) to a point of tangency; thence SOUTH, 624.60 feet to a point on the North boundary of the additional right-of-way for COUNTY LINE ROAD, as recorded in Official Records Book 1792, Page 1826, of the Public Records of Hernando County, Florida; thence along said North boundary, N.89°48'14"W., 120.00 feet; thence NORTH, 325.50 feet; thence WEST, 646.73 feet to a point on the West boundary of the East 1/2 of the Southwest 1/4 of the aforesaid Section 34; thence along said West boundary of the East 1/2 of the Southwest 1/4 of Section 34, N.00°03'54"E., 2142.69

feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 34; thence along the South boundary of said Southwest 1/4 of the Northwest 1/4 of Section 34, S.89°57'58"W., 666.93 feet to the Northeast corner of the West 1/2 of the Northwest 1/4 of the aforesaid Southwest 1/4 of Section 34; thence along the East boundary of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, S.00°03'50"E., 1313.96 feet to the Southeast corner of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34; thence along the South boundary of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, N.89°54'13"W., 664.06 feet to the Southwest corner of said Northwest 1/4 of the Southwest 1/4 of Section 34; thence along the West boundary of said Northwest 1/4 of the Southwest 1/4 of Section 34, N.00°11'22"W., 1312.46 feet to the Southwest corner of the South 1/2 of the aforesaid Northwest 1/4 of Section 34, said point also being the Southeast corner of EAST LINDEN ESTATES UNIT 4, according to the plat thereof as recorded in Plat Book 23, Pages 17 through 19, inclusive, of the Public Records of Hernando County, Florida; thence along the West boundary of said South 1/2 of the Northwest 1/4 of Section 34, the following two (2) courses: 1) along the East boundary of said EAST LINDEN ESTATES UNIT 4, N.00°05'53"W., 920.50 feet to the Southeast corner of EAST LINDEN ESTATES UNIT 1, according to the plat thereof as recorded in Plat Book 21, Pages 2 and 3, of the Public Records of Hernando County, Florida; 2) along the East boundary of said EAST LINDEN ESTATES UNIT 1, continue N.00°05'53"W., 411.17 feet to the Northwest corner of said South 1/2 of the Northwest 1/4 of Section 34, also being the Southwest corner of SPRING HILLS UNIT 12, according to the plat thereof as recorded in Plat Book 8, Pages 74 through 83, inclusive, of the Public Records of Hernando County, Florida; thence along the North boundary of said South 1/2 of the Northwest 1/4 of Section 34, also being the South boundary of said SPRING HILLS UNIT 12, S.89°37'52"E., 2677.07 feet to the Southwest corner of the Northwest 1/4 of the aforesaid Northeast 1/4 of Section 34, also being the Southeast corner of said SPRING HILLS UNIT 12; thence along the West boundary of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the Easterly boundary of said SPRNG HILLS UNIT 12, N.00°21'03"E., 1323.46 feet to the Northwest corner of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the Southwest corner of ROLLING OAKS - UNIT 1, according to the plat thereof as recorded in Plat Book 15, Pages 73 and 74, of the Public Records of Hernando County, Florida; thence along the North boundary of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the South boundary of said ROLLING OAKS - UNIT 1, S.89°40'32"E., 1318.99 feet to the Northeast corner of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the Southeast corner of said ROLLING OAKS - UNIT 1; thence along the East boundary of said Northwest 1/4 of the Northeast 1/4 of Section 34, S.00°16'59"W., 1314.05 feet to

**OFFICIAL RECORDS
BK: 2084 PG: 1316**

the Northwest corner of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 34; thence along the aforesaid North boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.89°51'15"E., 1280.13 feet to the **POINT OF BEGINNING**.

Containing 336.251 acres, more or less.

SGP-AL-039

P:\VILLAGEAVALON\LEGAL\AVALON-RESIDENTIAL-DS

JMG

January 13, 2005

Easement and Memorandum of Agreement

**OFFICIAL RECORDS
BK: 2259 PG: 421**

1. Prior Easements

Avalon Development, LLC ("Grantor") executed and recorded an Easement and Memorandum of Agreement, Document Number 2005071992, filed August 18, 2005, Official Records of Hernando County, Book 2084, Pages 1307, et seq. ("Memorandum"). As provided in paragraph 9 of the Memorandum, Grantor hereby grants the additional easement herein, consistent with the easements and rights granted in the Memorandum.

2. Access by Telecommunications Provider of Last Resort

Under Florida law the carrier of last resort for telecommunications services ("COLR") has an obligation to serve any person requesting service. Grantor desires to ensure that the COLR has the easements and capability to provide such service, and grants a limited easement herein for that purpose, as set forth below. Grantor grants this additional easement to ensure that appropriate easements are available to regulated public utilities as required by law and as noted in the Memorandum.

3. Provision of T-1s and Other Telecommunications Services

The Memorandum grants certain easements to a provider of data, video and other services (the "Grantee"). Grantor hereby grants an easement for the provision of bandwidth and voice, data and video services as necessary to provide T-1 or equivalent connection service from any provider of such services chosen by Grantee. This easement is limited to that necessary to provide the services requested by Grantee.

4. Scope of Grant; COLR

Notwithstanding any provision of the Memorandum to the contrary, Grantor hereby grants to the COLR limited non-exclusive easement access rights on, over and to the Property as necessary to provide Voice Services, as defined in the Memorandum, and consisting of voice services regulated by the Public Service Commission of Florida. This easement specifically reserves and does not grant any rights to market non-regulated services within the Property, and such marketing is prohibited under this easement.

5. Scope of Grant; Third Party Provider

Notwithstanding any provision of the Memorandum to the contrary, Grantor hereby grants to any third party provider of communications or bandwidth services limited non-exclusive easement access rights on, over and to the Property as necessary to provide any services requested by the Grantee under the Memorandum. This grant is limited to the services requested and required by the Grantee, specifically reserves and does not grant any rights to market any services within the Property, and such marketing is prohibited under this easement.

6. Term; Termination

The easement granted hereunder is coterminous with the easement granted in the Memorandum, provided, however, that this easement shall terminate as to the COLR upon a provider of Voice Services no longer being the COLR, and shall terminate as to any third party upon the Grantee under the Memorandum no longer taking service from that third party.

Dated: 5.12.06

Avalon Development, LLC

By: [Signature]
Name: R Scott Griffith
Title: PRESIDENT

Samara B. Gupta
Witness Name:

R

PREPARED BY:
JOHN LINDSEY
CAPITOL INFRASTRUCTURE, LLC
5625 DILLARD DRIVE SUITE 105
CARY, NC 27511

Witness Name:

State of Florida
County of Hillsborough

I, Elizabeth K. Sartin, Notary Public of the County and State aforementioned, do hereby certify that R Scott Griffith, known to me to be the ~~Vice~~ President of Avalon Development, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of that company. He is personally known or has produced a Florida driver's license as identification.

Witness my hand and seal this 12 day of May, 2006.

Notary Public: [Signature]
My Commission Expires: 8-18-2009



ELIZABETH K SARTIN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD446186
EXPIRES 8/18/2009
BONDED THRU 1-888-NOTARY1

R

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0

Prepared by and return to:

MALLORY GAYLE HOLM, ESQ.
STOKES LAND GROUP, LLP
4315 PABLO OAKS ~~BLVD~~ SUITE 1
JACKSONVILLE, FLORIDA 32204 Easement

Doc# 2006071354
Hernando County, Florida
06/31/2006 3:24PM
KAREN NICOLAI, Clerk

1. Prior Easement

Avalon Development, LLC ("Grantor") executed and recorded an Easement and Memorandum of Agreement, Document Number 2005071992, filed August 18, 2005, Official Records of Hernando County, Book 2084, Pages 1307, et seq. ("Memorandum"), granting easement rights on, over, under and through the property identified in Exhibit A attached hereto and incorporated herein (referred to as "Property") to Capitol Infrastructure, LLC. As provided in paragraph 9 of the Memorandum, and notwithstanding anything to the contrary in the Memorandum, Grantor hereby grants the additional easement herein.

2. Grant of Easement

Grantor hereby grants to BellSouth Telecommunications, Inc. ("Grantee"), and its licensees, successors, assigns and affiliates, a perpetual, non-exclusive easement (a) on, over, under and through the specific portions of the Property reserved for use by public utilities ("Reserved Areas") as set forth in the Avalon Phase I plat recorded August 24, 2005 ("Plat") and any roads or rights-of-way within the Property, including the paved or unpaved portions thereof (collectively, the "Easement Area") to place, repair, operate, maintain, access, upgrade and remove facilities to provide (i) any communications services, including voice, video and data services, to Capitol Infrastructure, LLC, and its successors, assigns and designees, including, without limitation, Baldwin County Internet/DSSI Service, Inc. and (ii) voice services to any customer, provided that Grantee shall not be responsible for any alleged breach of this Easement if Grantee has used its best efforts not to provide services other than voice services but ultimately provides services other than voice services to any such customer; and (b) to market any service described in part (ii) of subparagraph (a) of this section at any location on the Property. Such facilities may include one aboveground generator and associated buried fuel supply system, such generator and buried fuel supply system to be located in the space reserved for Grantee facilities north of Pump Station No. 1 that is approximately 30 feet by 50 feet. Grantee recognizes the rights of other service providers to use the Property for facilities to provide services to the Property and agrees to cooperate with any such service providers to coordinate efficient collocation of equipment and other facilities and to promptly resolve any interference issues that may arise on account of the presence of multiple operators. Grantor represents and warrants that it is the owner of the Easement Area and has the full power and authority to grant this Easement. Except for mortgages that mortgagees may hold on individual parcels of property that have been purchased by residents or on property owned by the Grantor and except for the Union Bank of Florida that has signed a consent and joinder hereto, there are no mortgages on the Easement

Area. Nothing in this Easement shall be construed to prevent Grantee from fulfilling its obligations under the Communications Act of 1934, 47 U.S.C. §§ 151 et. seq., as amended, as such obligations may relate to facilities placed by Grantee in the Easement Area.

3. Development Plan

Grantee, its successors and assigns will coordinate with Grantor or its designee to locate Grantee's facilities with and in the furtherance of the overall development plan for the Property, and to install its exterior telecommunications cable underground except for switch locations and junction boxes, such that Grantee's installation of its facilities and exercise of Grantee's easement rights hereunder will not interfere with Grantor's overall development plan for the Property, in Grantor's sole and absolute discretion. The exact location of Grantee's facilities shall be subject to the prior approval of Grantor or its designee, which is not to be unreasonably withheld or delayed. Grantor acknowledges such approval for facilities placed by Grantee prior to the date of this Easement within the Property. No such coordination or approval shall be required for placement of Grantee's drop wires (which must be underground) on individual parcels of property within the Property that have been or will be purchased by residents.

Avalon Development, LLC

By: [Signature]
Name: John C. Kurfel
Title: Vice President
Date: 8/23/2006

Witness Name: Mallory Gayle Holm

Witness Name: [Signature]

Capitol Infrastructure, LLC, for the purpose of joining in this grant of Easement

By: [Signature]
Name: David E. Bailes
Title: Ex. Vice-President
Date: 08/23/2006

Witness Name: Jaime W. Crossen

Witness Name: John Lindsey
John Lindsey

State of Florida
County of Duval

I, Joy L. Lawarre a Notary Public of the County and State aforementioned, do hereby certify that John C. Kunkel known to me to be the Vice President of Avalon Development, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of that company. He is personally known or has produced a Florida driver's license as identification.

Witness my hand and seal this 23rd day of August, 2006.

Notary Public: Joy L. Lawarre

My Commission Expires: 02/16/2010



State of North Carolina
County of Wake

I, MARK B. HARMON a Notary Public of the County and State aforementioned, do hereby certify that HAROLD R. BAILES, known to me to be the VICE PRESIDENT of Capitol Infrastructure, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of that company. He is personally known or has produced a North Carolina driver's license as identification.

Witness my hand and seal this 22nd day of August, 2006.

Notary Public: Mark B. Harmon

My Commission Expires: July 31, 2010



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Colonial Bank, N.A. (the "Mortgagee"), the Mortgagee under that certain Mortgage and Security Agreement recorded at Official Records Book 1776, page 458, of the public records of Hernando County, Florida (the "Mortgage" and together with any and all other documents evidencing or securing the loan secured by the Mortgage, the "Mortgage Documents") hereby consents and joins in the foregoing Easement, and subordinates its lien under each of the Mortgage Documents encumbering all or any part of the Easement thereby granted.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 24 day of August, 2006.

Witnesses:

Mortgagee:

Brenda Manson
Name: BRENDA MANSON

Colonial Bank, N.A.
By: [Signature]
Name: Joe Nicoletti
Title: Vice President

[Signature]
Name: Margaret Loderick Becker

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of August, 2006, by Joe Nicoletti, the Vice President of Colonial Bank, N.A., on behalf of the bank. He/she either [is personally known to me or [] has produced a _____ state driver's license as identification.



PAM R. MANCILLA
MY COMMISSION # DD 46367
EXPIRES: September 14, 2009
Booted Two Budget Notary Services

[Signature]
Notary Public, State of FLORIDA
Printed Name: Pam R Mancilla
Commission No. 46367
My Commission Expires: 9-14-09

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION:

DESCRIPTION: A parcel of land lying in Section 34, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 34, 3,007'16" W., 1,309.88 feet to the Northeast corner of the Southeast 1/4 of said Northeast 1/4 of Section 34; thence along the North boundary of said Southeast 1/4 of the Northeast 1/4 of Section 34, N.89°51'15" W., 40.00 feet to a point on the Western right-of-way line of ANDERSON SNOW ROAD, per Florida Department of Transportation Right-of-way Map Project No. 9080-1300, 97140-1303, said point also being the POINT OF BEGINNING; thence along said Western right-of-way line the following four (4) courses: 1) S.0°16'21" W., 598.40 feet; 2) N.88°43'38" W., 20.00 feet; 3) S.0°16'21" W., 95.52 feet; 4) S.38°35'58" W., 64.03 feet; thence N.0°16'21" E., 40.62 feet; thence WEST, 21.84 feet to a point of curvature; thence Westerly, 170.43 feet along the arc of a curve to the right having a radius of 830.00 feet and a central angle of 15°30'00" (chord bearing N.62°15'00" W., 168.91 feet) to a point of tangency; thence N.7°30'00" W., 130.25 feet to a point of curvature; thence Westerly, 127.15 feet along the arc of a curve to the left having a radius of 470.00 feet and a central angle of 15°30'00" (chord bearing N.62°15'00" W., 126.76 feet) to a point of tangency; thence WEST, 382.78 feet to a point of curvature; thence Westerly, 599.35 feet along the arc of a curve to the right having a radius of 680.00 feet and a central angle of 26°00'00" (chord bearing N.77°00'00" W., 385.91 feet) to a point of tangency; thence N.6°40'00" W., 134.87 feet; thence S.26°00'00" W., 47.05 feet to a point on a curve; thence Southeastery, 101.23 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 116°00'00" (chord bearing S.58°00'00" W., 64.80 feet) to a point of tangency; thence SOUTH, 36.00 feet; thence WEST, 229.30 feet; thence N.61°06'34" W., 63.35 feet; thence WEST, 579.12 feet; thence S.68°36'00" W., 231.04 feet to a point of curvature; thence Southerly, 1047.95 feet along the arc of a curve to the left having a radius of 670.00 feet and a central angle of 88°36'59" (chord bearing S.21°46'29" W., 844.34 feet) to a point of tangency; thence S.37°00'00" E., 238.00 feet to a point of curvature; thence Southerly, 811.23 feet along the arc of a curve to the right having a radius of 830.00 feet and a central angle of 56°00'00" (chord bearing S.05°00'00" W., 779.32 feet) to a point of tangency; thence S.33°00'00" W., 277.38 feet to a point of curvature; thence Southerly, 414.88 feet along the arc of a curve to the left having a radius of 720.00 feet and a central angle of 33°00'00" (chord bearing S.18°30'00" W., 408.98 feet) to a point of tangency; thence SOUTH, 624.67 feet to a point on the North boundary of the additional right-of-way for COUNTY LINE ROAD, as recorded in Official Records Book 1792, Page 1826, of the Public Records of Hernando County, Florida; thence along said North boundary of the additional right-of-way for COUNTY LINE ROAD, N.88°48'14" W., 180.00 feet; thence NORTH, 325.43 feet; thence WEST, 626.73 feet to a point on the West boundary of the East 1/2 of the Southeast 1/4 of the aforesaid Section 34; thence along said West boundary of the East 1/2 of the Southeast 1/4 of Section 34, N.00°03'34" E., 2142.89 feet to the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 34; thence along the South boundary of said Southeast 1/4 of the Northeast 1/4 of Section 34, S.88°57'58" W., 642.11 feet; thence N.00°22'00" E., 174.68 feet; thence N.88°36'00" W., 223.00 feet; thence N.00°22'00" E., 50.00 feet to a point on a curve; thence Northeastery, 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.45°22'00" E., 28.28 feet) to a point of tangency; thence N.00°22'00" E., 610.00 feet; thence S.88°36'00" W., 50.00 feet to a point on a curve; thence Southeastery, 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.44°36'00" E., 28.28 feet) to a point of tangency; thence S.88°36'00" W., 465.00 feet; thence N.00°22'00" E., 280.00 feet; thence N.88°36'00" W., 12.00 feet; thence N.00°22'00" E., 210.07 feet to a point on the North boundary of the South 1/2 of said Northeast 1/4 of Section 34, said point also being on the Southerly boundary of SPRING HILL UNIT 12, according to the plat thereof as recorded in Plat Book 8, Pages 74 through 83, inclusive, of the Public Records of Hernando County, Florida; thence along said North boundary of the South 1/2 of the Northeast 1/4 of Section 34 and said Southerly boundary of SPRING HILL UNIT 12, S.88°37'52" E., 1654.88 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Northeast 1/4 of Section 34, also being the Southeast corner of said SPRING HILL UNIT 12; thence along the West boundary of said Northeast 1/4 of the Northeast 1/4 of Section 34 and the Easterly boundary of said SPRING HILL UNIT 12, N.00°19'42" E., 670.23 feet; thence S.88°40'18" E., 119.00 feet; thence S.00°18'42" W., 280.00 feet; thence S.88°40'18" E., 183.29 feet; thence N.11°00'00" E., 81.14 feet; thence S.78°00'00" E., 225.00 feet; thence N.18°27'11" E., 117.63 feet; thence N.50°00'00" E., 103.53 feet; thence N.80°00'00" E., 103.53 feet; thence S.70°00'00" E., 95.47 feet; thence S.50°00'00" E., 50.00 feet; thence N.40°00'00" E., 149.83 feet to a point of curvature; thence Easterly, 42.85 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 98°12'48" (chord bearing N.89°06'24" E., 37.80 feet) to a point of compound curvature; thence Southerly, 325.85 feet along the arc of a curve to the right having a radius of 375.00 feet and a central angle of 48°47'12" (chord bearing S.18°53'36" E., 315.70 feet); thence S.82°00'00" E., 232.92 feet to a point on the East boundary of said Northeast 1/4 of the Northeast 1/4 of Section 34; thence along said East boundary of the Northeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'58" W., 345.35 feet to the Northeast corner of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 34; thence along the aforesaid North boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.88°51'15" E., 1280.13 feet to the POINT OF BEGINNING.

Containing 157.733 acres, more or less.

Manuel A. Gurdian
Attorney

AT&T Florida
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

2007 MAR 23 PM 4:48
DIVISION OF
COMPETITIVE SERVICES

March 23, 2007

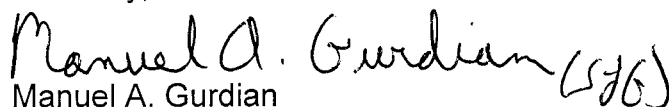
Ms. Beth Salak
Director, Division of Competitive
Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No.: 070126-TL
Petition of AT&T Florida for Relief from Carrier-of-Last-Resort
Obligations Pursuant to Florida Statutes §364.025(6)(d)
(Avalon)**

Dear Ms. Salak:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Responses to Staff's First Data Request No. ATT-1. Please note that the attachment to Item No. 2 is confidential and an appropriate Notice of Intent to Request Specified Confidential Classification has been filed.

Sincerely,


Manuel A. Gurdian

cc: Jerry D. Hendrix
E. Earl Edenfield, Jr.
James Meza III

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of AT&T Florida for Relief from) Docket No: 070126-TL
Carrier-of-Last-Resort Obligations Pursuant)
To Florida Statutes §364.025(6)(d) (Avalon)) Filed: March 23, 2007
_____)

**AT&T FLORIDA'S RESPONSES AND OBJECTIONS TO
STAFF'S FIRST DATA REQUEST NO. ATT-1**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida"), pursuant to Rule 25-22.034, Florida Administrative Code, and Rules 1.280 and 1.340, Florida Rules of Civil Procedure, files its Responses and Objections to Florida Public Commission Staff's (hereinafter "Staff") Data Request No. ATT-1, dated March 15, 2007.

GENERAL OBJECTIONS

AT&T Florida makes the following General Objections to Staff's Data Requests.

1. AT&T Florida objects to the requests to the extent they seek to impose an obligation on AT&T Florida to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. AT&T Florida objects to the data requests to the extent they are intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission. AT&T Florida objects to such requests as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. AT&T Florida objects to each and every request to the extent that such request calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. AT&T Florida objects to each and every request insofar as the requests are vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any answers provided by AT&T Florida in response to the requests will be provided subject to, and without waiver of, the foregoing objection.

5. AT&T Florida objects to each and every data request insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. AT&T Florida will attempt to note in its responses each instance where this objection applies.

6. AT&T Florida objects to providing information to the extent that such information is already in the public record before the Commission.

7. AT&T Florida objects to each and every data request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to §90.506, *Florida Statutes*. AT&T Florida also objects to each and every request that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, *Florida Statutes*. To the extent that Staff's request ask for proprietary information that is not subject to the "trade secrets" privilege or to §364.24, AT&T Florida will make such information available at a mutually agreeable time and place pursuant to a Motion for Protective Order, or subject to a Request for Confidential Classification.

8. AT&T Florida objects to the requests insofar as they seek to impose obligations on AT&T Florida that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

9. AT&T Florida objects to each and every request, insofar as any of them is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

SPECIFIC RESPONSES

REQUEST: Please provide a copy of the easements granted to AT&T Florida by the Developer for the Villages of Avalon, Phase I and Phase II.

RESPONSE: The easement granted to AT&T Florida for the Villages of Avalon, Phase I is attached. Background information pertaining to this easement can be found in AT&T Florida's Petition, note 6.

An easement for Phase II has not been granted to or accepted by AT&T Florida.

RESPONSE PROVIDED BY: Kathy Blake
Director Regulatory Policy
Regulatory & External Affairs

REQUEST: Please indicate if AT&T Florida is providing telephone service, video service, or data service to each of the residences listed on the attached spreadsheet titled, "Residences in the Villages of Avalon Phase I" by providing a "yes" or "no" response in Columns D, E, and F.

RESPONSE: Information responsive to this request is attached. This information is confidential and proprietary and is being provided subject to the Notice of Intent filed with these responses.

RESPONSE PROVIDED BY: Kathy Blake
Director Regulatory Policy
Regulatory & External Affairs

REQUEST: Please describe the services that comprise AT&T Florida's "full panoply of services" as cited on page 8 of AT&T Florida's Petition.

RESPONSE: The services contained in AT&T Florida's "full panoply of services" as cited on page 8 of its Petition are voice service, including all features and functions, video services and data services.

RESPONSE PROVIDED BY: Kathy Blake
Director Regulatory Policy
Regulatory & External Affairs

REQUEST: Please indicate if AT&T Florida is providing its “full panoply of services” to other residents in Hernando County, and specifically, Spring Hill, Florida.

RESPONSE: AT&T Florida is presently providing voice and data services in Hernando County, including Spring Hill, Florida. AT&T Florida is not providing video services in Hernando County; however, it does have a marketing relationship with DirecTV for the provision of satellite video services to AT&T Florida’s customers.

RESPONSE PROVIDED BY: Kathy Blake
Director Regulatory Policy
Regulatory & External Affairs

AT&T Florida
FL Dkt No. 070126-TL
Staff Data Request ATT-1
March 15, 2007
Item No. 5
Page 1 of 1

REQUEST: If the answer to question 4 is affirmative, please provide supporting documentation indicating the number of customers receiving AT&T Florida's full panoply of services and describing the types of services provided.

RESPONSE: *See* AT&T Florida's response to Data Request No. 4. AT&T Florida objects to the provision of the number of customers that receive its services, including but not limited to unregulated services, in Hernando County as the request is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE PROVIDED BY: Kathy Blake
Director Regulatory Policy
Regulatory & External Affairs

REQUEST: Has AT&T Florida obtained a cable video franchise from Hernando County?

RESPONSE: AT&T Florida does not have a cable franchise from Hernando County, FL.

RESPONSE PROVIDED BY: Rick DeTurk
Manager, Regulatory Policy
Regulatory & External Affairs

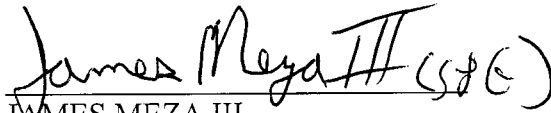
REQUEST: Please describe the method AT&T Florida would utilize to provide video services to the residents in the Villages of Avalon if an easement was granted: for example, via satellite, over a broadband connection, via fiber or other dedicated cable.

RESPONSE: If an easement was granted by the Villages of Avalon, based on the current position of the parties, it is likely that AT&T Florida would be prohibited from providing video services. Nevertheless, if AT&T Florida was not prohibited from providing video services, AT&T Florida would use whatever facilities and technology then-available for the provision of those services.

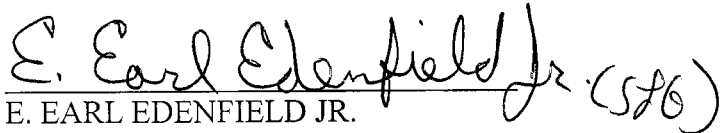
RESPONSE PROVIDED BY: Kathy Blake
Director Regulatory Policy
Regulatory & External Affairs

Respectfully submitted this 23rd day of March, 2007.

BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA

 James Meza III (SFC)

JAMES MEZA III
AUTHORIZED HOUSE COUNSEL NO. 464260
MANUEL A. GURDIAN
c/o Nancy H. Sims
150 So. Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

 E. Earl Edenfield Jr. (SFC)

E. EARL EDENFIELD JR.
AT&T Southeast
Suite 4300, AT&T Midtown Center
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0763

AT&T Florida
FL Dot No. 070126-TL
Staff Data Request ATT-1
March 15, 2007
Item No. 1

**ATTACHMENT TO DATA REQUEST,
ITEM NO. 1**

R

Prepared by and return to:

MALLORY GAYLE HOLM, ESQ.
STOKES LAND GROUP, LLLP
4315 PABLO OAKS ~~TRACT~~ SUITE 1
JACKSONVILLE, FLORIDA 32204 Easement

Doc# 2006071354
Hernando County, Florida
08/31/2006 3:24PM
KAREN NICOLAI, Clerk

5/20
C

1. Prior Easement

Avalon Development, LLC ("Grantor") executed and recorded an Easement and Memorandum of Agreement, Document Number 2005071992, filed August 18, 2005, Official Records of Hernando County, Book 2084, Pages 1307, et seq. ("Memorandum"), granting easement rights on, over, under and through the property identified in Exhibit A attached hereto and incorporated herein (referred to as "Property") to Capitol Infrastructure, LLC. As provided in paragraph 9 of the Memorandum, and notwithstanding anything to the contrary in the Memorandum, Grantor hereby grants the additional easement herein.

2. Grant of Easement

Grantor hereby grants to BellSouth Telecommunications, Inc. ("Grantee"), and its licensees, successors, assigns and affiliates, a perpetual, non-exclusive easement (a) on, over, under and through the specific portions of the Property reserved for use by public utilities ("Reserved Areas") as set forth in the Avalon Phase I plat recorded August 24, 2005 ("Plat") and any roads or rights-of-way within the Property, including the paved or unpaved portions thereof (collectively, the "Easement Area") to place, repair, operate, maintain, access, upgrade and remove facilities to provide (i) any communications services, including voice, video and data services, to Capitol Infrastructure, LLC, and its successors, assigns and designees, including, without limitation, Baldwin County Internet/DSSI Service, Inc. and (ii) voice services to any customer, provided that Grantee shall not be responsible for any alleged breach of this Easement if Grantee has used its best efforts not to provide services other than voice services but ultimately provides services other than voice services to any such customer; and (b) to market any service described in part (ii) of subparagraph (a) of this section at any location on the Property. Such facilities may include one aboveground generator and associated buried fuel supply system, such generator and buried fuel supply system to be located in the space reserved for Grantee facilities north of Pump Station No. 1 that is approximately 30 feet by 50 feet. Grantee recognizes the rights of other service providers to use the Property for facilities to provide services to the Property and agrees to cooperate with any such service providers to coordinate efficient collocation of equipment and other facilities and to promptly resolve any interference issues that may arise on account of the presence of multiple operators. Grantor represents and warrants that it is the owner of the Easement Area and has the full power and authority to grant this Easement. Except for mortgages that mortgagees may hold on individual parcels of property that have been purchased by residents or on property owned by the Grantor and except for the Union Bank of Florida that has signed a consent and joinder hereto, there are no mortgages on the Easement

Area. Nothing in this Easement shall be construed to prevent Grantee from fulfilling its obligations under the Communications Act of 1934, 47 U.S.C. §§ 151 et. seq., as amended, as such obligations may relate to facilities placed by Grantee in the Easement Area.

3. Development Plan

Grantee, its successors and assigns will coordinate with Grantor or its designee to locate Grantee's facilities with and in the furtherance of the overall development plan for the Property, and to install its exterior telecommunications cable underground except for switch locations and junction boxes, such that Grantee's installation of its facilities and exercise of Grantee's easement rights hereunder will not interfere with Grantor's overall development plan for the Property, in Grantor's sole and absolute discretion. The exact location of Grantee's facilities shall be subject to the prior approval of Grantor or its designee, which is not to be unreasonably withheld or delayed. Grantor acknowledges such approval for facilities placed by Grantee prior to the date of this Easement within the Property. No such coordination or approval shall be required for placement of Grantee's drop wires (which must be underground) on individual parcels of property within the Property that have been or will be purchased by residents.

Avalon Development, LLC

By: [Signature]
Name: John C. Kumpf
Title: Vice President
Date: 8/23/2006

Witness Name: Mallory Gayle Holm

Witness Name: [Signature]

Capitol Infrastructure, LLC, for the purpose of joining in this grant of Easement

By: [Signature]
Name: Harold E. Santos
Title: Ex Vice-President
Date: 08/23/2006

Witness Name: Jaime W. Crossen

Witness Name: John Lindsey
John Lindsey

State of Florida
County of Duval

I, Joy L Lawarre a Notary Public of the County and State aforementioned, do hereby certify that John C. Kunkel known to me to be the Vice President Avalon Development, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of that company. He is personally known or has produced a Florida driver's license as identification.

Witness my hand and seal this 23rd day of August, 2006.

Notary Public: Joy L Lawarre

My Commission Expires: 02/16/2010



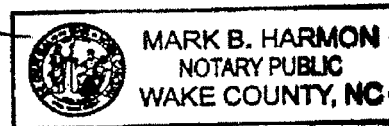
State of North Carolina
County of Wake

I, MARK B. HARMON a Notary Public of the County and State aforementioned, do hereby certify that HAROLD R. BAILES, known to me to be the VICE PRESIDENT Capitol Infrastructure, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of that company. He is personally known or has produced a North Carolina driver's license as identification.

Witness my hand and seal this 22nd day of August, 2006.

Notary Public: Mark B. Harmon

My Commission Expires: July 31, 2010



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Colonial Bank, N.A. (the "Mortgagee"), the Mortgagee under that certain Mortgage and Security Agreement recorded at Official Records Book 1776, page 458, of the public records of Hernando County, Florida (the "Mortgage" and together with any and all other documents evidencing or securing the loan secured by the Mortgage, the "Mortgage Documents") hereby consents and joins in the foregoing Easement, and subordinates its lien under each of the Mortgage Documents encumbering all or any part of the Easement thereby granted.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 24 day of August, 2006.

Witnesses:

Mortgagee:

Brenda Manson
Name: BRENDA MANSON

Colonial Bank, N.A.

By: [Signature]
Name: Joe Nicolette
Title: Vice President

[Signature]
Name: Mydala Interian Baker

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of August, 2006, by Joe Nicolette, the Vice President of Colonial Bank, N.A., on behalf of the bank. He/she either [] is personally known to me or [] has produced a _____ state driver's license as identification.



PAM R. MANCILLA
MY COMMISSION # DD 463867
EXPIRES: September 14, 2009
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of FLORIDA
Printed Name: Pam R Mancilla
Commission No. 463667
My Commission Expires: 9-14-09

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION:

DESCRIPTION: A parcel of land lying in Section 34, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 34, S.00°18'21"W., 1309.88 feet to the Northeast corner of the Southeast 1/4 of said Northeast 1/4 of Section 34; thence along the North boundary of said Southeast 1/4 of the Northeast 1/4 of Section 34, N.89°51'15"W., 40.00 feet to a point on the Westerly right-of-way line of ANDERSON SNOW ROAD, per Florida Department of Transportation Right-of-way Map Project No. 9080-1300, 97140-1303, said point also being the POINT OF BEGINNING; thence along said Westerly right-of-way line the following four (4) courses: 1) S.00°18'21"W., 586.40 feet; 2) N.89°43'38"W., 20.00 feet; 3) S.00°18'21"W., 95.32 feet; 4) S.38°55'58"W., 84.03 feet; thence N.00°18'21"E., 40.82 feet; thence WEST, 21.84 feet to a point of curvature; thence Westerly, 170.43 feet along the arc of a curve to the right having a radius of 830.00 feet and a central angle of 15°30'00" (chord bearing N.82°15'00"W., 189.81 feet) to a point of tangency; thence N.74°30'00"W., 130.25 feet to a point of curvature; thence Westerly, 127.15 feet along the arc of a curve to the left having a radius of 470.00 feet and a central angle of 13°30'00" (chord bearing N.82°15'00"W., 126.78 feet) to a point of tangency; thence WEST, 382.79 feet to a point of curvature; thence Westerly, 398.33 feet along the arc of a curve to the right having a radius of 860.00 feet and a central angle of 26°00'00" (chord bearing N.77°00'00"W., 385.81 feet) to a point of tangency; thence N.64°00'00"W., 134.87 feet; thence S.25°00'00"W., 47.05 feet to a point on a curve; thence Southwesterly, 101.23 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 116°00'00" (chord bearing S.58°00'00"W., 84.80 feet) to a point of tangency; thence SOUTH, 36.00 feet; thence WEST, 229.30 feet; thence N.61°06'34"W., 83.35 feet; thence WEST, 579.12 feet; thence S.68°36'59"W., 231.04 feet to a point of curvature; thence Southerly, 1047.95 feet along the arc of a curve to the left having a radius of 670.00 feet and a central angle of 89°36'59" (chord bearing S.21°48'29"W., 944.34 feet) to a point of tangency; thence S.23°00'00"E., 235.00 feet to a point of curvature; thence Southerly, 811.23 feet along the arc of a curve to the right having a radius of 830.00 feet and a central angle of 56°00'00" (chord bearing S.05°00'00"W., 779.32 feet) to a point of tangency; thence S.33°00'00"W., 277.39 feet to a point of curvature; thence Southerly, 414.68 feet along the arc of a curve to the left having a radius of 720.00 feet and a central angle of 33°00'00" (chord bearing S.16°30'00"W., 406.98 feet) to a point of tangency; thence SOUTH, 624.87 feet to a point on the North boundary of the additional right-of-way for COUNTY LINE ROAD, as recorded in Official Records Book 1792, Page 1828, of the Public Records of Hernando County, Florida; thence NORTH, 325.43 feet; thence WEST, 826.73 feet to a point on the West boundary of the East 1/2 of the Southwest 1/4 of the aforesaid Section 34; thence along said West boundary of the East 1/2 of the Southwest 1/4 of Section 34, N.00°03'54"E., 2142.89 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 34; thence along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 34, S.89°57'58"W., 842.11 feet; thence N.00°22'00"E., 178.66 feet; thence N.89°38'00"W., 223.00 feet; thence N.00°22'00"E., 50.00 feet to a point on a curve; thence Northeasterly, 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing N.45°22'00"E., 28.26 feet) to a point of tangency; thence N.00°22'00"E., 610.00 feet; thence S.89°38'00"E., 50.00 feet to a point on a curve; thence Southeasterly, 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.44°38'00"E., 28.26 feet) to a point of tangency; thence S.89°38'00"E., 465.00 feet; thence N.00°22'00"E., 280.00 feet; thence N.89°38'00"W., 12.00 feet; thence N.00°22'00"E., 210.07 feet to a point on the North boundary of the South 1/2 of said Northeast 1/4 of Section 34, said point also being on the Southerly boundary of SPRING HILL UNIT 12, according to the plot thereof as recorded in Plat Book 8, Pages 74 through 83, inclusive, of the Public Records of Hernando County, Florida; thence along said North boundary of the South 1/2 of the Northeast 1/4 of Section 34 and said Southerly boundary of SPRING HILL UNIT 12, S.89°37'52"E., 1654.59 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Northeast 1/4 of Section 34, also being the Southeast corner of said SPRING HILL UNIT 12; thence along the West boundary of said Northeast 1/4 of the Northeast 1/4 of Section 34 and the Easterly boundary of said SPRING HILL UNIT 12, N.00°19'42"E., 870.23 feet; thence S.89°40'18"E., 119.00 feet; thence S.00°19'42"W., 250.00 feet; thence S.89°40'18"E., 183.29 feet; thence N.11°00'00"E., 61.14 feet; thence S.79°00'00"E., 225.00 feet; thence N.19°27'11"E., 117.63 feet; thence N.50°00'00"E., 103.53 feet; thence N.80°00'00"E., 103.53 feet; thence S.70°00'00"E., 95.47 feet; thence S.50°00'00"E., 50.00 feet; thence N.40°00'00"E., 149.93 feet to a point of curvature; thence Easterly, 42.85 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 98°12'48" (chord bearing N.09°06'24"E., 37.80 feet) to a point of compound curvature; thence Southerly, 325.65 feet along the arc of a curve to the right having a radius of 375.00 feet and a central angle of 48°47'12" (chord bearing S.16°53'36"E., 315.70 feet); thence S.82°00'00"E., 232.92 feet to a point on the East boundary of said Northeast 1/4 of the Northeast 1/4 of Section 34; thence along said East boundary of the Northeast 1/4 of the Northeast 1/4 of Section 34, S.00°18'21"W., 345.35 feet to the Northwest corner of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 34; thence along the aforesaid North boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.89°51'15"E., 1280.13 feet to the POINT OF BEGINNING.

Containing 157.733 acres, more or less.

AT&T Florida
FL Dot No. 070126-TL
Staff Data Request ATT-1
March 15, 2007
Item No. 1

**ATTACHMENT TO DATA REQUEST,
ITEM NO. 2**