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MESSER CAPARELLO & SELF, P.A.

Attorneys At Law

www.lawfla.com

July 3, 2007

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COMMISSION
CLERK

BY HAND DELIVERY

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 060822-TL -Nocatee Development Company/SONOC Company,
LLC's Public Document

Dear Ms. Cole:

On February 14, 2007, Nocatee Development Company/SONOC Company, LLC ("Nocatee"), pursuant to Section 364.183(1), Florida Statutes, filed its claim that certain information provided in the Responses to Staff's Data Request No. NOC-1 contained confidential and proprietary business information that should be held exempt from public disclosure. On February 28, 2007, Nocatee notified the Commission that only portions of two of the documents are confidential and Nocatee filed revised redacted documents reflecting the limited confidential information. Also on February 28th Nocatee advised the Commission that the third document was no longer confidential, but at that time we did not file a public version of that third document. Accordingly, attached to this letter is a copy of the third document reflecting that the entire document is public.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,


Floyd R. Self

FRS/amb
Enclosure
cc: Parties of Record

DOCUMENT NUMBER - DATE
05582 JUL -3 07
FPSC-COMMISSION CLERK

INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement") is made and entered into this 5 day of JUNE, 2006, by and between **COMCAST OF GREATER FLORIDA / GEORGIA, INC.** (the "Company"), whose address is 6805 Southpoint Parkway, Jacksonville, Florida 32216 and **SONOC COMPANY, LLC** (the "Owner") who owns or has control over certain real estate and improvements thereon constituting a Development of Regional Impact known as Nocatee (the "Premises"), as graphically depicted on **Exhibit "A"** attached hereto and made a part hereof.

The Company has been granted by the City of Jacksonville and St. Johns County (the "Franchise Authority," which term shall include any successor franchisor) a franchise to construct and operate a cable communications system in the City of Jacksonville and County of St. Johns, respectively. The Owner desires to provide broadband services to residential units within the Premises, including, but not limited to telephone ("Voice"), high speed Internet and information services ("Data") and multi-channel video service ("Video") (collectively, the "Services") and the Company is willing to install, maintain and operate such broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. **System Construction and Installation.** The Company agrees to install all facilities necessary to transmit the Services to residential units within the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices except for the wiring inside the residential units (the "System"). All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes. Unless otherwise provided in this Agreement, the Company shall be responsible for all costs and expenses incurred by it in constructing the System. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the System. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the System. Owner shall include provisions in all land sale agreements with builders purchasing land from Owner for construction of residential units ("Builders") requiring such Builders to pre-wire units in accordance with Company's pre-wire specifications attached hereto as **Exhibit "B."** Company acknowledges that Owner's utility construction schedule contemplates that Company commence installation of the System on or about ninety (90) days after the date hereof.

1.1 Prior to the installation of the System (i) construction plans prepared by the Company for installation in the primary infrastructure areas of the Premises, such as main road systems and utility corridors, shall be reviewed and approved by the Owner, provided that

Owner's approval shall not be unreasonably withheld; and (ii) construction plans prepared by Company for installation within those portions of the Premises to be conveyed to Builders shall be reviewed and approved by the applicable Builder provided Builder approval shall not be unreasonably withheld. Owner and Builder shall locate on such plans all underground facilities existing on the Premises to the extent known to Owner or Builder. Company shall use commercially reasonable efforts to install all conduit at road crossings coincident with installation of electrical and irrigation subsurface components at road crossings and provided that Owner, or any Builder provides Company reasonable advance notice of such installation timetable. If Company and Owner (or the Builder requesting such installation) agree, then installation of conduit at road crossings may be installed by Owner or such Builder coincident with related infrastructure. If Owner or such Builder makes such election, Company shall reimburse the party effecting such installation within thirty (30) days of receipt of copies of paid invoices or construction draw requests and certification of completion of such installation. If Owner or any Builder performs such installation, any amounts not paid when due shall bear interest at one percent (1%) per month. Company also agrees to cause its representative to attend all pre-construction meetings noticed to Company by Owner or Builder at least five (5) business days in advance. If Company fails to use commercially reasonable efforts to coordinate its construction activities as provided herein, then in addition to all other remedies available to Owner or a Builder, Company shall be obligated for the cost and expense incurred or to be incurred to restore any improvements to satisfactory condition resulting from Company installation. Company agrees to joint trench all of its subsurface conduit and to cooperate with other utility providers where joint trenching is an available opportunity so long as the cost of such joint trenching does not exceed normal and customary trenching expenses incurred by Company generally. The provisions of this Section 1.1 as they relate to Builders shall be included in land sale agreements between Owner and Builders.

1.2 The ownership of all parts of the System installed by the Company shall be and will remain the personal property of the Company. At no time during or after the term hereof shall the owner or any third party have the right to use the System or any portion thereof for any purpose.

1.3 The System to be installed by Company shall be a hybrid fiber coaxial transmission system with node sizes serving no more than 200 residential units, and is capable of providing the Services. The System shall also include conduit connection directly to each residential unit from the tap.

1.4 Company shall install and test the System and perform all other actions necessary to make the Services available to each residential unit not later than issuance of the Certificate of Occupancy or equivalent completion certificate for each residential unit within the Premises provided that the Company has received ninety (90) days prior written notice of the anticipated completion date of the residential unit (the "CO Notice"). Subject to the provisions of Section 15.1, Company shall pay to Owner liquidated damages in the amount of \$125.00 per residential unit as to which the Services are delayed beyond the required Delivery Date set forth herein to provide the Services to a residential unit as to which (a) Company received the CO Notice; (b) such unit is occupied by a resident; and (c) Company failed to connect Services to the residential unit within seven (7) days of the resident's request for such Services (the "Delivery Date"). The

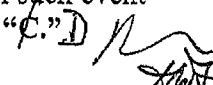
parties acknowledge that the payment provided for herein represents liquidated damages for such delay which are not capable of ascertainment and do not constitute a penalty.

1.5 Company shall provide ten (10) data terminations at locations as designated by Owner from time to time within the Premises which shall allow for deployment of wireless "hotspots" at the expense of Company; provided that any such location shall be within 125 feet of a public right-of-way or easement granted to Company. These locations may be modified by Owner from time to time upon thirty (30) days prior written notice to Company, at which time Company shall relocate such wireless services at the expense of Owner. Company shall not be required to provide such hotspots until Owner and Company have entered into a separate agreement on customary terms and conditions governing the terms and condition of the internet service to be provided through such hot spots by Company, including but not limited to an acceptable use policy.

1.6 Company will provide an insertion point for a Nocatee community channel when the Company transmission facility as provided for in Section 2.3 is complete, but no later than January 1, 2008. Owner will be responsible for providing the content and encoding equipment. Company will provide the transmission equipment. The parties shall enter into a separate channel agreement substantially in the form and content attached hereto as **Exhibit "C."**

2. Easements.

2.1 Owner has the authority to grant or assign non-exclusive easements in favor of the Company to place its lines for the purpose of providing the Services to residential units.

2.2 Owner has included or shall include a provision in its land sale agreements to Builders that requires such Builders to grant a non-exclusive easement to Company during the term of this Agreement for the purpose of installing, operating, maintaining and removing the System and providing the Services as provided for under this Agreement. If any such Builder shall fail to grant such easements as provided for herein in favor of Company, then in such event Owner shall execute the form of Assignment of Easement attached hereto as **Exhibit "C."** 

2.3 Owner shall provide to Company a non-exclusive easement (so long as the Services are provided by Company within the Premises) for the location of a transmission facility to be constructed by Company and subject to Owner's right of architectural approval as to exterior appearance and materials, approval by Owner not to be unreasonably withheld. The Company shall have the exclusive use of the easement area where the Company's structure is located. The easement shall be 100 feet by 150 feet and the location shall be mutually agreed upon by Owner and Company within one hundred and fifty (150) days from the date hereof.

3. Access. In addition to the easements over and upon the Premises referenced in Section 2 above, Owner will require Builders in its land sale agreements to (i) allow Company to enter all common areas of the Premises for the purposes of auditing, disconnecting service, installing, maintaining repairing, replacing or removing equipment and apparatus connected with the provision of the Services and to enter residential units prior to conveyance to third party purchasers for the purpose of inspecting pre-wiring of such units; (ii) supply the unit numbers of

residential units at reasonable intervals; (iii) cooperate with the Company to prevent (a) the unauthorized possession of converters or channel selectors; and (b) the unauthorized reception of the Services; and (iv) provide space in residential sales offices as mutually agreed by the parties for display of the Services marketing materials.

4. **No Other Bulk Provider Agreement or Preferred Provider Agreement.** Owner agrees that, on its own behalf and so long as it controls the Nocatee Master Association, Inc. (the "Master Association"), it shall not cause the Master Association to enter into a bulk provider agreement for voice, video or data services under which terms expenses incurred for such services shall constitute an expense which may be funded through collection of assessments by the Master Association or enter into a "preferred" or exclusive provider agreement. Owner acknowledges and understands that the installation of the System represents a significant investment by Company on the Premises. In recognition of such investment, Owner agrees to use best efforts (except to the extent such matter is controlled by the requirements of Chapter 718, Florida Statutes) to prevent any Builder in control of a sub-association from entry into, or cause such Builder to terminate any bulk provider agreement for voice, video or data services under which terms expenses incurred for such services shall constitute an expense which may be funded through collection of assessments by such sub-association, including but not limited invoking Owner's rights set forth in the Special Warranty Deed between Owner and Builder or litigation to enforce Owner's right to designate the cable television, telecommunication, data and other telecommunications information services provider under the Warranty Deed or in the separate agreement land sale agreement between Owner and Builder. Owner further agrees that it shall not enter into any preferred provider agreement which shall obligate Owner to exclusively promote or endorse any other voice, video or data service provider. Owner shall reserve, to the extent permitted by law, the right to designate the service provider of video and data Services to residential units within the Premises and shall (i) not assign such right to any other party as to video or data Services except to an assignee of Owner's rights and obligations under this Agreement who assumes such obligations; or (ii) not designate another provider of video or data Services to residential units within the Premises by entry into a "preferred" or exclusive provider agreement, so long as this Agreement remains in effect; and (iii) use commercially reasonable efforts to prevent Builders from entry into or to terminate any such preferred provider agreement.

5. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residential units within the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service or any other charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.

6. **Customer Service and Service Standards.** The Company shall provide customer service in accordance with its franchise agreement with the applicable Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, seven days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

6.1 Company shall use commercially reasonable efforts to provide the Data Service at initial data speeds of not less than 6 Mbps download, 768 Kpbs upload. A higher data speed product of 16 Mbps download and 1 Mbps upload will be available to data subscribers at standard surcharge.

6.2 Company will use its best efforts to achieve speeds no less than the advertised maximum speeds 90% of the time each day and the System will be up 99.98% annually, provided these obligations shall only apply from the point of demarcation to Company's connection to the Internet.

6.3 Company shall deliver all Services provided by a franchised cable television operator operating within a fifty (50) mile radius of the Premises offered to all residential customers within such operators franchise area as of the date hereof as to the initial Services delivered by Company, and not later than twelve (12) months from notice from Owner specifying Services later added by such franchised cable television operator. If for any reason Company shall fail to meet its obligations to make such additional Services available to the residents, then in such event, Owner after providing notice and the opportunity to cure as set forth in Section 13.1 shall have the right to partially terminate this Agreement collectively as to Sections 1.4, 1.5, 4, 6.1-6.4, 7, 13.4 and Section 15.13 (but with respect to Section 15.13, only as to the terminated provisions of this Agreement); and, Owner will continue to reserve and/or assign the non-exclusive easements within the Premises to Company as provided for in Section 2 above in the event of termination of this Agreement by Owner as a result of a default by Company pursuant to the provisions of this Section 6.3.

6.4 All Services shall be offered by Company within the Premises at then current standard rates and pricing for the City of Jacksonville and St. Johns County, Florida.

7. **Marketing Support.** Owner shall include in all land sale agreements to Builders to include the following Marketing Support requirements:

- Notifying residents and prospective residents of the availability of the Services.
- Presenting Company's marketing materials to existing and prospective residents during sales presentations and at real estate closings and to existing residents who are not subscribers to the Company's Services. (Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, Service descriptions, and information regarding prices and special offers. The Company shall provide all marketing materials.)
- Displaying and maintaining model home/sales center materials provided by Company.
- Coordinating Builder's construction activities with Company's Construction Department as necessary to aid Company so that it is able to design and construct its system and provide Service to customers in accordance with this Agreement.
- Provide to Company on a monthly basis the new addresses of new residents prior to their move in date.

- Providing access to activate cable Service in new residential units prior to the resident's move-in date and provide Company marketing materials at each residential unit.
- Company sales materials and contact information shall be presented to purchasers upon acceptance of the purchase and sales agreement by parcel developer.

8. **Interference.** Neither the Owner nor its agents or Builders will tap or otherwise interfere with the System for any purposes. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device, provided, however, that should any device or any facility belonging to a resident (or Owner) not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue service to the Premises, or, at the Company's discretion, the individual residential unit, until such non-conformance is cured by the Owner or resident as the case may be.

9. **Term.** This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of fifteen (15) years from the date hereof. This Agreement shall automatically renew for successive periods of one (1) year unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term.

10. **Insurance.** The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the applicable Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.

11. **Indemnification.** The Company shall indemnify, defend and hold the Owner harmless from any and all claims, damage or expense arising out of the actions or omissions of the Company, its agents and employees with respect to the installation, operation, maintenance or removal of the System and the Services provided to residential units at the Premises pursuant to this Agreement. The Owner shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the negligence or willful misconduct of the Owner, its agents and employees.

12. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Termination.**

13.1 **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party

written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) cure the default; or (ii) if such default is incapable of cure within such sixty (60) day period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such sixty (60) day period, the non-defaulting party may, as its sole remedy, terminate this Agreement upon thirty (30) days written notice without further liability of either party; provided however, Owner shall be entitled to the remedy of specific performance as to payment of any marketing fees due Owner pursuant to supplementary agreement between Owner and Company so long as such supplementary agreement remains in effect.

13.2 **Loss of Franchise.** This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company's franchise with the Franchise Authority or any renewal thereof ceases to be in effect.

13.3 **Insolvency.** In addition to the rights set forth in this section, this Agreement may be terminated by Owner giving notice to Company at any time after the occurrence of any of the following events:

- (a) If Company becomes or is declared bankrupt or is the subject of any proceedings related to its liquidation, or for the appointment of a receiver or similar officer;
- (b) Company makes a general assignment for the benefit of creditors; or
- (c) Company ceases doing business or commences dissolution or liquidation.

13.4 **Other Provider.** In the event another wireline provider of data or video Services shall (i) obtain the right of access to the Premises by grant of private easement and not solely by virtue of its rights of installation in public rights of way; and (ii) such provider actually activates data or video Services to any such portions of the Premises, then in such event the Company shall have the right, at its option, to partially terminate this Agreement collectively as to Sections 1.4, 1.5, 2, 6.1-6.4, 7, 13.4 and Section 15.13 (but with respect to Section 15.13, only as to the terminated provisions of this Agreement), upon thirty (30) days prior written notice to Owner; provided however, the provisions of Section 2 shall terminate only as to areas of the Premises as to which a non-exclusive easement has not been previously granted or assigned to Company pursuant to Section 2 hereof as of the date of such partial termination, and the surviving provisions of this Agreement shall apply only to areas of the Premises to which Company thereafter provides any Services.

13.5 **Removal of System.** Upon termination of this Agreement in its entirety for any reason, the Company shall have a period of six (6) months in which it shall be entitled, but not required, to remove the System. The Company shall promptly repair any damage to the Premises occasioned by such removal.

14. **Dispute Resolution.** All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to

agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees. Nothing contained herein shall limit the remedies of Owner set forth in Section 15.5 below.

15. Miscellaneous.

15.1 Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.

15.2 Assignability; Binding Effect. This Agreement may be assigned by Owner, provided the assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. Company may assign this Agreement without the written consent of the Owner only to an entity controlled by or under common control with or to an entity which acquires all or substantially all of the Company's assets and assumes the obligations of Company under this Agreement. This Agreement shall be binding upon the parties and their respective permitted successors and assigns.

15.3 Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. Any proceeding brought by either party to enforce any arbitration award pursuant to this Agreement shall be brought in the Circuit Court for Duval or St. Johns County, respectively.

15.4 Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

15.5 Recording. The Company may record a memorandum of this Agreement, in form and content approved by Owner, in the public records of the county in which the Premises are located, as to that portion of the Premises which are (i) owned by Owner and (ii) not subject to an existing land sale agreement ("Owner's Premises") in form and content mutually agreed upon by Owner and Company. As to any portion of the Premises, other than Owner's Premises,

Owner shall provide a copy of this Agreement to Builders with notice that Company is a designated provider and that such Builder has agreed to be bound by the terms of this Agreement pursuant to its deed of conveyance or contract for sale, as applicable. In the event of partial termination of this Agreement pursuant to Section 6.3 or 13.4 hereof, the parties shall execute and deliver a modification of any recorded memorandum of agreement so as to reflect such partial termination. Notwithstanding anything in this Agreement to the contrary, Company agrees and acknowledges that if Company fails to provide Owner with a Company-signed memorandum of termination of agreement or memorandum of partial termination of this Agreement, as applicable, by no later than thirty (30) days following the expiration or earlier termination or partial termination of this Agreement, Owner will be entitled to seek injunctive or other equitable relief against Company. Prior to seeking such injunctive or other equitable relief related to Company's failure to provide Owner with a Company-signed release as required herein, Owner shall provide Company at least ten (10) days prior written notice. The prevailing party in any such injunction (or other equitable relief) proceeding shall be entitled to collect from the non-prevailing party all costs of the proceeding, including reasonable attorneys' fees. This Section 15.5 shall survive the expiration or earlier termination of this Agreement.

15.6 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to OWNER:

SONOC COMPANY, LLC
Attention: Richard T. Ray
4314 Pablo Oaks Court
Jacksonville, Florida 32224

With copy to:

Pappas Metcalf Jenks & Miller, P.A.
Attention: M. Lynn Pappas
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

If to COMPANYY:

Comcast
Attention: VP/GM
6805 Southpoint Parkway
Jacksonville, Florida 32216

With a copy to:

Comcast Cable Communications, LLC
Attention: General Counsel
1500 Market Street
Philadelphia, PA 19102

15.7 **Entire Agreement; Amendments.** This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, except as evidenced by separate written agreement. This Agreement shall not be modified, mended, supplemented or revised, except by a written document signed by both parties.

15.8 **Authority.** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

15.9 **No Agency or Partnership.** This Agreement is not intended to create a joint venture or partnership between or among Company or Owner and no party is authorized by this Agreement to act as agent for any other party.

15.10 **No Third Party Beneficiaries.** This contract constitutes an agreement between Company and Owner as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Agreement is not intended nor shall it be construed to create any rights or remedies as to third parties. No party shall constitute a third party beneficiary to the terms of this Agreement.

15.11 **Further Assurances.** The parties hereto agree to execute any and all such further agreements, instruments or documents, and to take any and all such further action, as may be necessary or desirable to carry into effect the purpose and intent of this Agreement.

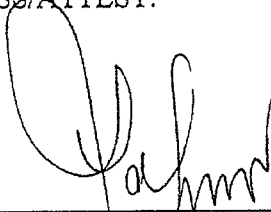
15.12 **Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which shall constitute the same instrument.


15.13 **Builder Enforcement.** Owner shall use its commercially reasonable efforts to enforce all Builder requirements as set forth in land sale agreements between Owner and Builders as referenced in Sections 1, 2.2, 3, 4 and 7 of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

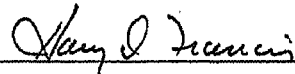


LORI A. GIDDARD


SCOTT A. OKO

OWNER:

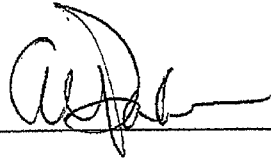
SONOC COMPANY, LLC


By: 

Name: HARRY D. FRANCIS

Title: VICE PRESIDENT

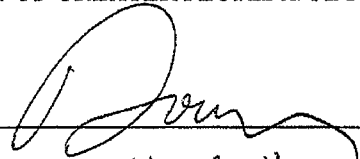
ATTEST:





COMPANY:

COMCAST OF GREATER FLORIDA/GEORGIA, INC.

By: 

Name: DOUG McMillan

Title: Vice President

LIST OF EXHIBITS

- Exhibit "A" - Premises

- Exhibit "B" - Pre-wire Specifications

- Exhibit "C" - Channel Agreement

- Exhibit "D" - Non-Exclusive Easement

EXHIBIT "A"

The Premises

Premises Name and Address:

Name: **Nocatee Development**
Address of the Property: **Proposed Master Plan Below –**
Located in St Johns and Duval Counties, FL

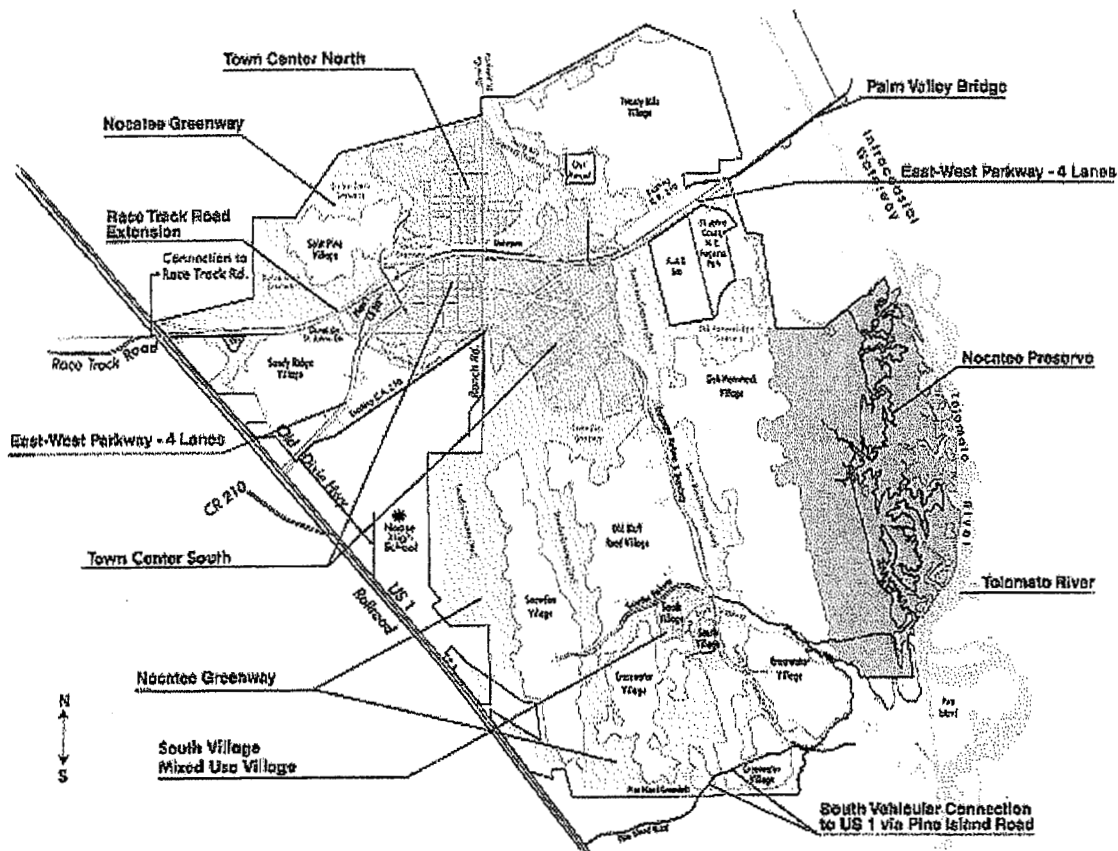


EXHIBIT "C"

Channel Agreement


CHANNEL AGREEMENT

THIS CHANNEL AGREEMENT (the "Channel Agreement") is made and entered into this ___ day of _____, 200_, by and between [INSERT NAME OF LEGAL ENTITY] (the "Company"), whose address is _____ and _____ (the "Owner") who owns or has control over certain real estate and improvements thereon located at (the "Premises"), consisting of ___ residential units.

WHEREAS, the Company and Owner are parties to an Installation and Services Agreement dated _____, 200_ (the "Services Agreement"); and

WHEREAS, in connection with the Services Agreement, the Company agrees to provide channel space on its cable communications system (the "System") serving the Premises which will allow Owner to provide information to residents of the Premises and/or perform certain monitoring functions as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Owner and the Company hereby agree as follows:

- 
1. The Company agrees to install the equipment which will allow the Owner to insert on 1 channel(s) (the "Equipment") on the System a modulated video source of non-commercial origin and content (hereafter known as the "Community Channel") for the purpose of monitoring certain areas on and around the Premises and/or inserting non-commercial messages of general interest to the Residents of the Premises and for no other purpose. Video will be of a NTSC format (standard video). Audio (if used) will be non-commercial in content. Video and audio shall be technically compatible with the System.
 2. The Owner will be responsible for purchasing and maintaining the Equipment and all other equipment necessary for the use and operation of Community Channel.
 3. Owner shall pay to the Company within thirty (30) days of receipt of an invoice all costs associated with the installation of the Equipment and connection of the Equipment to the System.
 4. The Company, in its sole discretion, shall designate the channel or channels on which the Community Channel will appear. The Company reserves the right to change such channel or channels, in its sole discretion, at any time and for any reason.
 5. Owner shall not relocate, tamper with or modify any of the Company's equipment located on the Premises.

6. The Company shall not be liable to Owner, or to any other person having interest in the Premises, arising as a result of the installation of the Equipment or for damage to or failure of the Equipment or the Community Channel or for its use or operation.
7. Owner shall not use the Equipment or Community Channel for any unlawful purpose, including, but not limited to, the transmission of material in violation of any federal, state or local regulation or law including, but not limited to, material which is obscene, unlawful, defamatory, or which infringes the intellectual property rights of any person. The Company reserves the right to immediately terminate this Channel Agreement and the Community Channel in the event Owner, its agents or representatives engage in any activities in violation of this paragraph or which violates the Company's franchise agreement, any laws, rules or regulations governing the operation of the System, or any of the Company's business policies.
8. Owner agrees to indemnify, defend and hold the Company harmless from and against any and all claims and expenses (including reasonable attorney fees) resulting from the Owner's violation of this Channel Agreement, the use of or inability to use the Community Channel.
9. Nothing contained in this Channel Agreement shall be construed to create a partnership, joint venture or other agency relationship between the parties.
10. Unless earlier terminated in accordance with the terms and conditions set forth herein, this Channel Agreement shall have a term concurrent with the term of the Services Agreement.
11. This Channel Agreement shall be governed and construed in accordance with the substantive laws of the state in which the Premises are located.
12. This Channel Agreement may not be modified except by a written instrument signed by both parties.
13. If any provision of this Channel Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Channel Agreement shall remain in full force and effect.
14. No delay or omission by either party to exercise any right or power which it has under this Channel Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any other breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
15. This Channel Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such parties in connection herewith.

IN WITNESS WHEREOF, Owner and the Company have caused this Channel Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

OWNER: _____

By: _____

Name: _____

Title: _____

ATTEST:

[INSERT NAME OF LEGAL ENTITY]

By: _____

Name: _____

Title: _____

EXHIBIT "D"

Non-Exclusive Easement

ASSIGNMENT OF EASEMENT

This **ASSIGNMENT OF EASEMENT** (the "Easement") dated this _____ day of _____, 200__ by and between **COMCAST OF GREATER FLORIDA / GEORGIA, INC.**, its successors and assigns, hereinafter referred to as "Grantee" and _____, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated _____, 200__, pursuant to which Grantee provides certain broadband communications services to the Property described below.

Grantor has reserved certain easement rights pursuant to Special Warranty Deed recorded in Official Records Book _____, Page _____ of the Public Records of _____ County, Florida (the "Deed").

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below hereby assigns to Grantee, a non-exclusive easement as reserved to Grantor pursuant to the Deed, in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenance fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of _____, State of Florida described as follows:

LEGAL DESCRIPTION:

(See Attached Exhibit "A")

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall, at its expense, replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

THIS EASEMENT shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Property.

Executed this ___ day of _____, 200__.

WITNESS/ATTEST:

OWNER:

By: _____
Name: _____

Title: _____

ATTEST:

COMCAST OF GREATER FLORIDA/GEORGIA, INC.

By: _____

Name: Doug McMillan

Title: Vice President / General Manager

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, of (Print Name) _____, on behalf of the corporation. He/she is (personally known to me) or (has presented _____ type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My commission expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by **Doug McMillan**, Vice President/General Manager of **Comcast of Greater Florida / Georgia, Inc.**, on behalf of the corporation. He/She is personally known to me and did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My commission expires: _____

EXHIBIT "A"

Property
Legal Description