

ATTACHMENT B

AT&T FLORIDA
FPSC DOCKET NO: 070126-TL
REQUEST FOR CONFIDENTIAL CLASSIFICATION
PAGE 1 OF 1
8/29/2007

REQUEST FOR CONFIDENTIAL CLASSIFICATION OF AT&T FLORIDA'S
RESPONSE TO STAFF'S FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS, NOS. 1 AND 5 AND AT&T FLORIDA'S SUPPLEMENTAL
RESPONSE TO STAFF'S FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS, NO. 1, FILED AUGUST 8 AND AUGUST 9, 2007 IN
FLORIDA DOCKET NO. 070126-TL

REDACTED

TWO REDACTED COPIES FOR PUBLIC DISCLOSURE

CMP 1
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
RCA _____
SCR _____
SGA _____
SEC _____
OTH _____

REDACTED

DOCUMENT NUMBER-DATE

07823 AUG 29 08

FPSC-COMMISSION CLERK

Pages 1-3

REDACTED

From: Cheston, Tracey D
Sent: Thursday, May 31, 2007 3:27 PM
To: 'ssbsag@tampabay.rr.com'
Subject: FW: Avalon
Importance: High

Seth,
I hate to bother you again, but I have still not heard anything from anyone at your company regarding the future phases at Avalon. We need to work in a timely manner to get all matters on the table and resolved or I fear we may be putting your service needs at Avalon in jeopardy. If you are not the correct party to address this, can you please provide me with a contact person?

Regards,
Tracey Cheston
Project Manager, AT&T Florida
Tracey.Cheston@att.com
352.331.9199

From: Cheston, Tracey D
Sent: Tuesday, May 29, 2007 8:28 AM
To: 'Seth S. Boots, P.E.'
Cc: Liebman, Sharon
Subject: RE: Avalon

Seth,
Thanks for your response. I have not been contacted by anyone as of yet. Would it be possible for you to pass along to me the correct party who can address this?

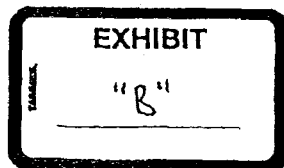
Thanks,
Tracey Cheston

From: Seth S. Boots, P.E. [mailto:ssbsag@tampabay.rr.com]
Sent: Sunday, May 27, 2007 7:08 PM
To: Cheston, Tracey D
Subject: RE: Avalon

Tracey,
I am not the most appropriate person to handle this matter so someone else from my company will be contacting you shortly if they haven't already done so. Thanks.

Seth Boots, P.E.
Project Manager

5/31/2007



Stokes Land Group
10329 Cross Creek Blvd.
Suite M
Tampa, FL 33647
C: (813) 767-1239
P: (813) 973-7210
F: (813) 929-4020
ssbsag@tampabay.rr.com

From: Cheston, Tracey D [mailto:tc0882@att.com]
Sent: Tuesday, May 22, 2007 3:05 PM
To: ssbsag@tampabay.rr.com
Subject: Avalon

Mr. Boots,

I am trying to confirm receipt of the letter I sent to you date May 15, 2007 regarding BellSouth d/b/a AT&T Florida serving Avalon Phase 2 and the remaining phases of this development. I would like to schedule a call with you to discuss. Please contact me at your earliest convenience either by email (Tracey.Cheston@att.com) or at my office (352.331.9199).

Thank-you,
Tracey Cheston

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers. GA621

5/31/2007



John Stanley
Area Manager
Network-Engineering

AT&T Florida
6026 NW 1st Place
Gainesville, FL 32606

T: 352.336.5533
F: 352.373.6459
John.Stanley@att.com
www.att.com

May 15, 2007

VIA U.S. MAIL AND FACSIMILE
(813) 929-4020

Seth Boots, PE
Project Manager
Stokes Land Group
10329 Cross Creek Blvd
Suite M
Tampa, FL 33647

Re: Avalon, Phase II

Dear Mr. Boots:

This letter is in follow-up to various communications between you and representatives of BellSouth Telecommunications, Inc. d/b/a AT&T Florida regarding the above development, under construction in Hernando County, Florida. Since you have been the primary contact for AT&T Florida's Network Department regarding the development, we are sending this letter to you. We are also copying Ms. Holm with Avalon Development, LLC, since she is the person that submitted a March 9, 2007 letter with the Florida Public Service Commission on behalf of Avalon Development, LLC in the pending Docket No. 070126-TL, Petition of AT&T Florida for Relief from Carrier-of-Last-Resort Obligations Pursuant to Section 364.025(6)(d), Florida Statutes (the "Petition"). The letter from Ms. Holm objects to the petition and thus essentially asks AT&T Florida to place facilities to provide service to residents at the development.

As explained in the Petition, upon information and belief, the developer has entered into a non-exclusive agreement with Connexion Technologies f/k/a Capitol Infrastructure ("Connexion") who in turn contracted with "Smart Resorts a/k/a Beyond Communications" ("Beyond Communications") for the provision of voice service at Avalon Phase II. Moreover, upon information and belief, the developer has entered into an agreement with Connexion who in turn entered into a bulk agreement with Beyond Communications for video and data services to all homes within the development. The developer has thus offered AT&T Florida a



"voice only" easement that would allow AT&T Florida to provide voice service only. AT&T Florida has been informed that the same arrangements with other providers exist in Phase I of the development.

We understand that Phase II will have 476 residences and that the buildout will take place in phases – Phase 2B, 216 lots (first residents expected in September/October 2007); Phase 2A, 28 lots (first expected residents in 2008); and Phase 3, 232 lots (first expected residents in 2008). For the reasons described below, charges will apply to the developer for the placement of those facilities.

Florida Public Service Commission Rule 25-4.067(3), Florida Administrative Code provides that AT&T Florida may recover the costs for extensions of its lines to provide service that exceed five times annual exchange revenue pursuant to its tariffs. See Part A.5.2.1.B of AT&T Florida's General Subscriber Services Tariff.

AT&T Florida anticipates little or no service orders from residents for telecommunications service in Phase II in light of the arrangements the developer has entered into, directly and indirectly, with other providers. This expectation is supported by the fact that only 15.5% percent of built and occupied residences (according to the addresses designated as such in the developer's response to Commission Data Request No. VA-1 in the Petition proceeding) have ordered service from AT&T Florida. Accordingly, using a 20% take rate for AT&T Florida services for Phase II, AT&T Florida has calculated the anticipated five times annual exchange revenue at Phase II to be approximately \$155,213.

The extension/construction cost for facilities to serve Phase II is approximately \$326,819, which includes anticipated labor and material costs as well as overhead cost.

The above total cost amount less the five times annual exchange revenue is \$171,606. Accordingly, pursuant to the Commission Rule, AT&T Florida is requesting payment of this amount prior to extending its lines to serve Phase II.



AT&T Florida is available to discuss the above sum with you at your convenience. We would like to schedule a meeting with you for this purpose. Please contact Tracey Cheston at 352.331.9199.

Sincerely,

A handwritten signature in black ink, appearing to read "John Stanley".

John Stanley

Cc: Avalon Development, LLC - Attention: Mallory Gayle Holm, VP,
4315 Pablo Oaks Court, Jacksonville, FL 32224

Portions of Page 9

REDACTED

From: Liebman, Sharon [mailto:Sharon.Liebman@BellSouth.COM]
Sent: Monday, September 25, 2006 11:04 AM
To: Cimko, John (Atty-CC-TelCom)
Cc: Liebman, Sharon
Subject: RE: Avalon

Thank you John. I left a message for you last Friday in response to your e-mail below.

As noted in my message, it is our understanding that the arrangements that the developer has made with Connexion (and Smart Resorts) for Phase II of Avalon mirror those for Phase I. If our understanding is incorrect, please let me know. Note that we referenced this understanding our May 25 letter to Walt and didn't hear back otherwise, so we assume it is correct.

Again, thank you.

-----Original Message-----

From: CimkoJ@gtlaw.com [mailto:CimkoJ@gtlaw.com]
Sent: Thursday, September 21, 2006 3:58 PM

Liebman, Sharon

From: Liebman, Sharon
Sent: Monday, September 25, 2006 11:04 AM
To: 'CimkoJ@gtlaw.com'
Cc: Liebman, Sharon
Subject: RE: Avalon

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Again, thank you.

-----Original Message-----

From: CimkoJ@gtlaw.com [mailto:CimkoJ@gtlaw.com]
Sent: Thursday, September 21, 2006 3:58 PM
To: Liebman, Sharon
Subject: RE: Avalon

Sharon,

Sorry for not getting back to you sooner, but I was just able to have a discussion with Walt. Based on discussions he's had with the client, Walt told me that an arrangement has been made with a service provider for the provision of voice telephone service in Avalon. The provider is Smart Resorts, also known as Beyond Communications. The arrangement does not include any special marketing deal. The arrangement is not exclusive; it authorizes Smart Resorts to provide voice service, but does not give it the exclusive right to do so.

Please let me know if you have any further questions.

Also, the client is curious about BellSouth's interest in obtaining this information. I think you may have mentioned in an earlier conversation that BellSouth may explore marketing voice services to residents in Avalon and therefore was interested about whether any arrangements with other providers already exist. If possible, could you let me know if my recollection is correct; if it isn't, please let me know if you can shed any light on the basis for BellSouth's interest.

Thanks very much -- John

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

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From: CimkoJ@gtlaw.com [mailto:CimkoJ@gtlaw.com]
Sent: Thursday, September 21, 2006 3:58 PM
To: Liebman, Sharon
Subject: RE: Avalon

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The information contained in this transmission may contain privileged and confidential information. It is

9/21/2006

Pages 12-16

REDACTED

R

Prepared by and return to:

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

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

5/20

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. Kuntel
Title: Vice President
Date: 8/23/2006

Witness Name: [Signature]
Mallory Gault Holm

Witness Name: [Signature]

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

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

Witness Name: [Signature]
Jaime A. Crossen

Witness Name: [Signature]
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



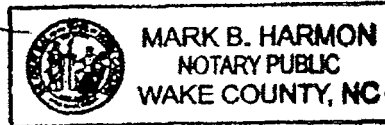
State of North Carolina
County of Wake

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 Nicolett
Title: Vice President

[Signature]
Name: Mydala Lorenza Barber

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of August, 2006, by Joe Nicolett, the Vice President of Colonial Bank, N.A., on behalf of the bank. He/she either [4] is personally known to me or [] has produced a _____ state driver's license as identification.



PAM R. MANCILLA
MY COMMISSION # 00 463887
EXPIRES: September 14, 2008
Bonded thru Budget Notary Services

[Signature]
Notary Public, State of FLORIDA
Printed Name: Pam R Mancilla
Commission No. 463887
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, 5,007'16"21"W., 1305.88 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°16'21"W., 906.40 feet; 2) N.89°43'38"W., 20.00 feet; 3) S.00°16'21"W., 85.32 feet; 4) S.38°55'54"W., 64.03 feet; thence N.00°16'21"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., 188.91 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 15°30'00" (chord bearing N.82°15'00"W., 126.76 feet) to a point of tangency; thence WEST, 362.78 feet to a point of curvature; thence Westerly, 399.33 feet along the arc of a curve to the right having a radius of 880.00 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.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.56°00'00"W., 84.80 feet) to a point of tangency; thence SOUTH, 36.80 feet; thence WEST, 229.30 feet; thence N.61°06'34"W., 83.35 feet; thence WEST, 578.12 feet; thence S.64°36'58"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°36'58" (chord bearing S.21°40'29"W., 844.34 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 36°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, 414.69 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., 408.98 feet) to a point of tangency; thence SOUTH, 824.87 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 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.89°48'14"W., 180.00 feet; 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 Southwest 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°57'56"W., 842.11 feet; thence N.00°22'00"E., 178.66 feet; thence N.89°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.89°36'00"E., 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.89°36'00"E., 465.00 feet; thence N.00°22'00"E., 280.00 feet; thence N.89°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.89°37'52"E., 1654.59 feet to the Southwest corner of the Northeast 1/4 of the aforesaid Northeast 1/4 of Section 34, also being the Southwest 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°18'42"E., 670.23 feet; thence S.89°40'18"E., 119.00 feet; thence S.00°18'42"W., 250.00 feet; thence S.89°40'18"E., 183.28 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., 85.47 feet; thence S.50°00'00"E., 50.00 feet; thence N.40°00'00"E., 148.93 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.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 44°47'12" (chord bearing S.16°53'36"E., 315.70 feet); 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 Southwest 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.

Pages 22-57

REDACTED

From: Cheston, Tracey D
Sent: Tuesday, May 29, 2007 8:28 AM
To: 'Seth S. Boots, P.E.'
Cc: Liebman, Sharon
Subject: RE: Avalon

Seth,
Thanks for your response. I have not been contacted by anyone as of yet. Would it be possible for you to pass along to me the correct party who can address this?

Thanks,
Tracey Cheston

5/29/2007

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Sent: Sunday, May 27, 2007 7:08 PM
To: Cheston, Tracey D
Subject: RE: Avalon

Tracey,
I am not the most appropriate person to handle this matter so someone else from my company will be contacting you shortly if they haven't already done so. Thanks.

Seth Boots, P.E.
Project Manager
Stokes Land Group
10329 Cross Creek Blvd.
Suite M
Tampa, FL 33647
C: (813) 767-1239
P: (813) 973-7210
F: (813) 929-4020
ssbsag@tampabay.rr.com

From: Cheston, Tracey D [mailto:tc0882@att.com]
Sent: Tuesday, May 22, 2007 3:05 PM
To: ssbsag@tampabay.rr.com
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Thank-you,
Tracey Cheston

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.
GA621

Pages 60-64

REDACTED

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:

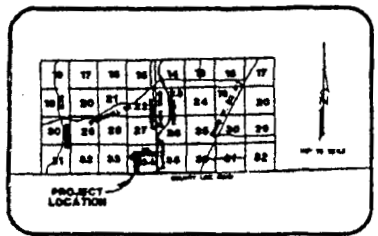
Commence at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 34, S.00°16'21"W., 1309.88 feet to the Northeast corner of the Southeast 1/4 of said Northeast 1/4 of Section 34; thence along the North boundary of said Southeast 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 four (4) courses: 1) S.00°16'21"W., 596.40 feet; 2) N.89°43'39"W., 20.00 feet; 3) S.00°16'21"W., 95.32 feet; 4) S.38°55'58"W., 64.03 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 630.00 feet and a central angle of 15°30'00" (chord bearing N.82°15'00"W., 169.91 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 15°30'00" (chord bearing N.82°15'00"W., 126.78 feet) to a point of tangency; thence WEST, 362.79 feet to a point of curvature; thence Westerly, 398.33 feet along the arc of a curve to the right having a radius of 880.00 feet and a central angle of 26°00'00" (chord bearing N.77°00'00"W., 395.81 feet) to a point of tangency; thence N.64°00'00"W., 134.87 feet; thence S.26°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., 63.35 feet; thence WEST, 579.12 feet; thence S.66°36'58"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°36'58" (chord bearing S.21°40'29"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, 414.69 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.15°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.89°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 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., 642.11 feet; thence N.00°22'00"E., 176.68 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., 28.28 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., 28.28 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 plat thereof as recorded in Plat Book B, 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 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, also being the Southeast corner 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., 81.14 feet; thence S.79°00'00"E., 225.00 feet; thence N.19°27'11"E., 117.83 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.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.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°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.89°51'15"E., 1280.13 feet to the POINT OF BEGINNING.

Containing 157.733 acres, more or less.

VILLAGES AT AVALON PHASE 1 SECTION 24, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA

LEGAL DESCRIPTION: A parcel of land lying in Section 24, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the northeast corner of said Section 24, run thence along the East boundary of the northeast 1/4 of the Northwest 1/4 of said Section 24, S.00°17'51"W, 1200.00 feet to the northeast corner of the Southeast 1/4 of said Section 24, thence along the North boundary of said Southeast 1/4 of the Northeast 1/4 of Section 24, S.89°51'15"W, 40.00 feet to a point on the West boundary of said SECTION 24, thence along said West boundary (true bearing) S.89°51'15"W, 1200.00 feet to a point on the South boundary of said Section 24, S.00°17'51"W, 1200.00 feet to the southeast corner of said Section 24, thence along the East boundary of said Section 24, N.00°17'51"W, 40.00 feet to the point of beginning. (Total bearing 4,879.50 feet.)



NOTE: This plat, as recorded in its original form, is the official declaration of the subdivided land described herein and will be considered as amended in conformity with any other original or digital form of the plat. There may be additional typewritten changes that are not recorded on this plat that may be found in the public records of this county.

LOCATION MAP HERNANDO COUNTY, FLORIDA SECTION 24, TOWNSHIP 23 SOUTH, RANGE 18 EAST

- CONVEYANCE TO BE MADE TO THE PUBLIC, THE PARTNERS, AND THE HERNANDO COUNTY, FLORIDA (the "Parties"), and the deed shall be subject to the following conditions:
(1) grant, convey and release to the County, a perpetual easement over and across all other roads and easements (including without limitation) for all public utility, electric, gas, water, sewer, drainage, telephone, cable, and other utility lines, conduits, pipes, conduits, and other utility facilities, and the right to install, maintain, repair, replace, and relocate such lines, conduits, pipes, conduits, and other utility facilities, and the right to use such lines, conduits, pipes, conduits, and other utility facilities for all public utility, electric, gas, water, sewer, drainage, telephone, cable, and other utility purposes, and the right to use such lines, conduits, pipes, conduits, and other utility facilities for all public utility, electric, gas, water, sewer, drainage, telephone, cable, and other utility purposes.

WITNESSETH, I, JAMES J. COLEMAN, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

STATE OF FLORIDA COUNTY OF HERNANDO: I, JAMES J. COLEMAN, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

Before me the undersigned, an official duly authorized and acting, personally appeared J. Scott Griffin and James J. Coleman, both of whom are known to me to be the individuals who executed the foregoing Declaration as President of AVALON DEVELOPMENT, LLC, a Florida Limited Liability Company, a company, under the laws of the State of Florida and being duly sworn, acknowledged that they executed the same as such officers of said Company lawfully duly authorized by the Board of Directors of such Company as the act and deed of such Company.

Witness my hand and seal this 9th day of June, 2008.



SUBVEY CERTIFICATE: I, Arthur D. Moore, Surveyor, do hereby certify that this plat has been prepared under the direction and supervision and that it is a correct representation of the survey station, and that the plat complies with all provisions of Chapter 177, Florida Statutes, and that it is in conformity with the original plat of the same as recorded in the Public Records of this County, Florida.

MOORE & ASSOCIATES, INC. (L1144) 2112 Bayport Avenue Tampa, Florida 33606

ASSISTANT'S CERTIFICATE FOR PRIVATE DEVELOPMENT: I hereby certify that Avalon Development, LLC, a Florida Limited Liability Company, are the apparent record owners of the lands hereby platted; that there are no delinquent taxes or such taxes and that record title to all acres recited is held by the Homeowners' Association of Avalon Village, Inc. and/or Hernando County.

Signature: Danny Goman, Assistant County Clerk, Hernando County, Florida.

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY: I, James J. Coleman, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

BOARD OF COUNTY COMMISSIONERS: I, James J. Coleman, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY: I, James J. Coleman, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY: I, James J. Coleman, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

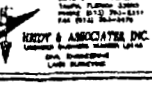
CLERK'S CERTIFICATE: I, James J. Coleman, Clerk of the County of Hernando, Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as recorded in the Public Records of this County, and that the same is in conformity with the original plat of the same as recorded in the Public Records of this County.

CERTIFICATE OF REVIEW BY COUNTY BOARD OF PROFESSIONAL SURVEYING AND MAPPING: I, Arthur D. Moore, Surveyor, do hereby certify that this plat has been prepared under the direction and supervision and that it is a correct representation of the survey station, and that the plat complies with all provisions of Chapter 177, Florida Statutes, and that it is in conformity with the original plat of the same as recorded in the Public Records of this County, Florida.

CERTIFICATE OF REVIEW BY COUNTY BOARD OF PROFESSIONAL SURVEYING AND MAPPING: I, Arthur D. Moore, Surveyor, do hereby certify that this plat has been prepared under the direction and supervision and that it is a correct representation of the survey station, and that the plat complies with all provisions of Chapter 177, Florida Statutes, and that it is in conformity with the original plat of the same as recorded in the Public Records of this County, Florida.

CERTIFICATE OF REVIEW BY COUNTY BOARD OF PROFESSIONAL SURVEYING AND MAPPING: I, Arthur D. Moore, Surveyor, do hereby certify that this plat has been prepared under the direction and supervision and that it is a correct representation of the survey station, and that the plat complies with all provisions of Chapter 177, Florida Statutes, and that it is in conformity with the original plat of the same as recorded in the Public Records of this County, Florida.

CERTIFICATE OF REVIEW BY COUNTY BOARD OF PROFESSIONAL SURVEYING AND MAPPING: I, Arthur D. Moore, Surveyor, do hereby certify that this plat has been prepared under the direction and supervision and that it is a correct representation of the survey station, and that the plat complies with all provisions of Chapter 177, Florida Statutes, and that it is in conformity with the original plat of the same as recorded in the Public Records of this County, Florida.



Pages 67-80

REDACTED

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 SPRING 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: 2884 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

Pages 84-114

REDACTED

Liebman, Sharon

From: SteimelW@gtlaw.com
Sent: Tuesday, May 23, 2006 11:18 AM
To: Liebman, Sharon
Cc: ZajkJ@gtlaw.com
Subject: RE: Draft easement, Avalon

I apologize for the delays. We ran into a couple of delays here. Anyway, Capitol Broadband is permitting other service providers to use its infrastructure to provide video and data services to residents. They have a contract with a third party who will probably also offer voice service to residents, but that offering will only be on a non-exclusive basis. It seems to me that they will have to be competitive with BST to obtain and keep voice customers.

Walt

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. To reply to our email administrator directly, please send an email to postmaster@gtlaw.com.

From: Liebman, Sharon [mailto:Sharon.Liebman@BellSouth.COM]
Sent: Tuesday, May 23, 2006 11:00 AM
To: Steimel, Walt (Shld-DC-TelCom)
Cc: Liebman, Sharon
Subject: RE: Draft easement, Avalon

Thanks Walt. As you know, we have been waiting on a response from you for some time (since April 17). What do you mean by "underlying providers" below? I will respond on your other inquiry below and on the easement that you sent to me last Wed soon.

-----Original Message-----

From: SteimelW@gtlaw.com [mailto:SteimelW@gtlaw.com]
Sent: Tuesday, May 23, 2006 10:57 AM
To: Liebman, Sharon
Cc: ZajkJ@gtlaw.com
Subject: RE: Draft easement, Avalon

Portions of Page 116

REDACTED

Sharon,

I've just caught up with my client. Capitol Broadband will not be providing voice. One of the underlying providers may be offering voice service as an option to residents, but only on a non-exclusive basis. Voice is not bundled into any fee, but is by individual subscription only. Does this answer your questions?

Can you let me know when BellSouth will be turning on service to the T-1s? We need to get service going. It is my understanding that BST is hooking up the voice lines to the builder's sales offices and other facilities, so I'd like a timeline for the T-1 connection. Any further delays on the T-1s will cause a disruption of service to residents who are scheduled to move in soon.

Thank you

Walt

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Pages 117 and 118

REDACTED

Portions of Page 119

REDACTED

I've just caught up with my client. Capitol Broadband will not be providing voice. One of the underlying providers may be offering voice service as an option to residents, but only on a non-exclusive basis. Voice is not bundled into any fee, but is by individual subscription only. Does this answer your questions?

Can you let me know when BellSouth will be turning on service to the T-1s? We need to get service going. It is my understanding that BST is hooking up the voice lines to the builder's sales offices and other facilities, so I'd like a timeline for the T-1 connection. Any further delays on the T-1s will cause a disruption of service to residents who are scheduled to move in soon.

Thank you

Watt

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The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.
118

Pages 121-133

REDACTED

Possehl, Robert

From: Andrew Goulish [ajgsag@tampabay.rr.com]
Sent: Tuesday, February 08, 2005 1:55 PM
To: Richard Whatley; Brett Lashley; Possehl, Robert; Steve Grimsley (email)
Cc: Jim Kiefner; 'Frank Gizzo'; Al Belluccia
Subject: Avalon Village Dry Utilities

Gentlemen:

I wanted to recap a few of the points discussed at last week's meeting:

- 1.) Feb 25 - Material required for crossings on the Collector Roadway (Sta 39+00 to 72+00) and Village "D" should be delivered to the stockyard located off of Anderson Snow Road just south of the Collector Roadway.
- 2.) I will coordinate with Heidt to provide a Master Crossing Plan once all of the designs have been received in either hardcopy or Autocad format. Specialized Services will install all road crossings. Please coordinate with Jim Kiefner at (352) 303-8702.
- 3.) Pipe Material and Cover:
 - a. WREC - 2" SCH40 PVC - 36"
 - b. Progress - 1 1/2" SCH40 PVC - 36"
 - c. Bellsouth - 4" Blue PVC - 30"
 - d. Capitol Broadband - 4" Gray PVC - 24"
- 4.) As discussed, the following easements in addition to the typical 10' utility easements will be provided.
 - a. Bellsouth - 30' x 50' Easement just north of Pump Station #1
 - b. Progress - 20' x 20' Easement starting from back side of 10' utility easement on East Side of Collector Road at Station 19+50 and a second 20' x 20' easement adjacent to Pump Station #2.
 - c. Capitol Broadband - a 30' x 40' Easement just north of Pump Station #1 and Bellsouth Easement
 - d. WREC - Those additional side easements in Villages A, B & C as previously discussed.
- 5.) I have requested Icon Consultants to send copies of the County Line Road improvement plans to both Robert and Brett. I will need to discuss the schedule and costs associated with those relocations as soon as possible.

Again I appreciate your involvement in this project and I look forward to working with all of you. Please contact me if you should have any questions or comments.

Thank you,

Andrew Goulish, P.E.
Project Manager
Stokes & Griffith Properties, LLC
10329 Cross Creek Blvd.
Suite M
Tampa, FL 33647
C: (727) 255-9650
P: (813) 973-7210
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Pages 135-139

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CAPITOL INFRASTRUCTURE
A CAPITOL BROADBAND COMPANY

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251-224-0870

REQUEST FOR BIDS TO PROVIDE VIDEO AND DATA (internet access) SERVICES TO:

CAPITOL INFRASTRUCTURE, LLC, acting on behalf of

a homeowner's association for **Villages of Avalon**, located in Spring Hill, Hernando County, Florida. This single family community is anticipated to have approximately 822 dwelling units upon completion.

Construction began in the winter of 2005, and is estimated to be completed within three (3) years.

Introduction and Project Overview

Capitol Infrastructure, LLC, a North Carolina limited liability company, has installed a Fiber infrastructure in the above referenced community, and is authorized to arrange for the provision of video, voice, and data services (the "Services") to residents of the community. Capitol Infrastructure is seeking bids from qualified service provider(s) to deliver video, voice, and data services to the residents of the community. Services will either be elective by individual residents pursuant to the service provider's normal agreement for provision of such services, or will be provided in bulk to the residents through a bulk services agreement with the community's Homeowners Association (HOA) or its Condominium Association (CA). Where the Services are provided through a bulk purchase, a single bill will be rendered to the HOA or CA, as applicable. Where the service is non-bulk, or elective to the resident, individual bills will be required for each customer. Individual billing will also be required for each resident for enhanced or premium services provided outside the bulk agreement with the HOA or CA.

Bids should break out separately all charges for the services provided, including without limitation any installation charges, access charges, and government taxes and fees.

All bids must include a written statement that the bid is firm and will not be withdrawn for a period of sixty (60) days. If no bid is received by the "bid date", you shall be deemed to have submitted a "no bid."

Services or equipment not specifically requested by Capitol Infrastructure in this request, but which are necessary to provide the functional capabilities being proposed by the service provider, shall be included in the bid proposal.

No allowance will be made after proposals are received for oversight, omission, error or mistake by the service provider. Capitol Infrastructure will not be liable in any way for any costs incurred by service providers responding to this request nor for the preparation of such responses and/or participation in any discussions or negotiations.

Description of the Infrastructure: Capitol Infrastructure has installed a fiber to the home infrastructure using AFC Optical Network Terminals (ONTs) mounted on the side of each home or within any multi-family dwelling unit or condominium regime. Service will originate from a centrally located headend which will house all of the necessary equipment to deliver voice, video, data and security service to all residents. Service providers will need to bring service to the headend and deliver it over Capitol Infrastructure's infrastructure. Each residential unit will be wired for video, telephone, data, and, in some cases, security service. Telephone service needs to be primary service as opposed to VOIP. Data service will be delivered to the user over an Ethernet Local Area Network (LAN) which will be installed in each residential unit. Capitol Infrastructure will provide a firewall/router in each residential unit which will interface with the AFC ONT. Subsequently, no cable or DSL modems will be required. Service providers are not required to pay for installation of, nor the components of, the infrastructure, but will be charged for use of the infrastructure as set forth herein. Service providers will not have to provide any equipment. Service Provider will need to work with Capitol Infrastructure to insure proper delivery of service and compatibility.

Rental of Infrastructure: For purposes of your bid, you should assume that you have the following rental costs for use of the infrastructure on the property:

Your bid should reflect the fact that your cost for marketing and billing is less, particularly in properties where the bulk purchase agreements are in place. It should also take into account the cost of infrastructure above.

Contract Term: Bids must state the term of the contract. Multiple bids for different terms (i.e., 1 year, 2 years, 3 years, etc.) are acceptable. Contracts with an initial term of a minimum of 3 years, with renewal provisions, are preferred.

Services to be Provided: Service Providers will bid on the services that are outlined in Exhibit A – Services to be Provided. Service Providers may bid on some or all of the services outlined in Exhibit A.

Service Level Standards: Service Providers will have to adhere to certain minimum levels of service that are outlined in the attached Exhibit B – Service Level Standards.

Insurance Requirements: Service Providers will be required to effect and maintain insurance as set forth in the attached Exhibit C – Insurance.

Service Availability and ramp: Service must be available at the property at least two weeks before the first light date or the first date that service is required at the property. This date is set forth on Schedule D. Service thereafter to individual properties must be available, if desired, within 48 hours from the time of service request, weekends and holidays excluded. Schedule D also sets forth an estimated build out of the project.

Date Bid Due: All bids are due by the Bid Due Date set forth on Exhibit D.
Bids or requests for additional information should be sent to:

Capitol Infrastructure, LLC
Attn: Connie Pettis
5625 Dillard Drive, Suite 105
Cary, NC 27511

Or via email to:
cpettis@capband.net

With the phrase “Bid response re: Villages of Avalon” in the subject line.

Contracts will be entered into promptly once reviewed. There is no commitment to accept the low bid.

Service provider will be required to upgrade, maintain and augment the Services set forth below as necessary to ensure that the Services provided continue to be equal or better in technical ability, performance quality and customer service levels to comparable services provided by the franchise video provider and local exchange carrier that serve the area in which the Property is located, except that the service provider is not required to provide equal or better services than those provided under introductory offers or short-term or promotional services.

Service provider, to the extent necessary, will have effective collocation and interconnection agreements and corresponding physical arrangements in place, including the necessary interconnection equipment, programming and connectivity, under Sections 251 and 252 of the Telecommunications Act and otherwise, with the incumbent local exchange carrier and any other local exchange or inter-exchange carriers in order to discharge its responsibilities and provide the Services in a fully satisfactory manner. Service provider is solely responsible to obtain all such necessary contracts and permits, and shall secure, as necessary, rights-of-way to and from the Property and install facilities to and from incumbent providers or other parties providing access tandems, inter-exchange carrier points-of-presence, Internet service providers, local end offices and/or to other competitive local exchange carriers within the vicinity, and establish 911 facilities.

Voice Services: [Minimum Required]

BASIC VOICE SERVICES

The Service Provider shall provide "Unlimited Local Calling" which shall deliver unlimited use of residential or business local phone service (dial-tone), custom calling features, including expanded local calling area for the Property to which the Voice Services are provided.

Data Services: [Minimum Required]

Service Provider shall provide the following internet services to residents of Villages of Avalon:

a. **Bandwidth-Upload Speed:** 1.0 mb/second burstable measured over a 6 hour period at 4 different times, such testing to be performed jointly by Capitol Infrastructure, LLC or its designee (IFP) and Service Provider during normal business hours, no more than once per calendar quarter. If requested, Service Provider will perform such joint testing with IFP outside normal business hours at IFP's expense.

Download Speed: 3.0 mb/second burstable measured over a 6 hour period at 4 different times, such testing to be performed jointly by IFP and Service Provider during normal business hours, no more than once per calendar quarter. If requested, Service Provider will perform such joint testing with IFP outside normal business hours at IFP's expense.

Service Provider will periodically offer increases in the minimum broadband access speeds and throughputs and associated rates so as to ensure that the service provided is competitive with that provided by residential or business broadband Internet services offered by other Internet service providers in the vicinity of the Property.

Case 8:06-cv-01347-PAJ-EAJ Document 27-7 Filed 08/14/2006 Page 5 of 13
b. **Email:** Service Provider will work with Capitol Infrastructure, LLC to identify and implement an ability to, where competitive situations require, enable Residents to have offsite statewide dial-up Internet capability at no additional charge for up to unlimited minutes per month except for long distance charges associated with accessing "800" dial-up numbers charged to Resident's voice and/or data accounts. Service Provider agrees to enable Business Residents to have such dial-up or alternative Internet capability as IFP may request from time to time that are comparable to services that may be offered by alternative service providers in the vicinity of the Property and at such charges as Service Provider shall reasonably provide to similarly situated customers. The parties do not contemplate that the Service Provider shall be required to incur additional expenses to comply with this provision.

Service Provider will enable each Resident to have up to five (5) web-based email accounts. Each email account will have a minimum of 20 megabytes of storage capacity. Service Provider will enable each Business Resident to have such web based email service as IFP may request from time to time that are comparable to services that may be offered by alternative service providers in the vicinity of the Property and at such charges as Service Provider shall reasonably provide to similarly situated customers.

c. **DHCP enrollment of Residents and HOA** without the need for any additional software on a Resident's or HOA's computer beyond an industry-standard browser client.

d. **Use login and authentication, and capture, match, and maintain a database of basic Resident information including, but not limited to, full name, phone number, email address, address including bed, unit, and building number, and MAC address of each Resident's computer.**

e. **Monitor, and manage bandwidth at the user level for multiple classes of service to ensure meeting the requirements specified in this Agreement and equal access to bandwidth for all users.**

f. **Monitor, and manage by Layer 3 controls applied to applications and specific users, traffic associated with peer-to-peer applications used to connect subscribers to sites outside the network to ensure equal bandwidth access and a reasonable level of bandwidth for all users. Access should be managed and limited, not completely blocked. (The parties acknowledge that due to the polymorphic nature of UDP based file sharing programs, customer understands that controlling usage based on TCP port numbers is not 100% effective.)**

g. **Be capable of providing IP addresses for, and simultaneous management of, a minimum of 1.5 (one and one-half) times the total number of users to minimize or prevent apparent speed degradation and to ensure of quality of service (i.e., prevent service disruptions) associated with users obtaining IP addresses on the network.**

h. **Work with industry-standard routers, switches and access points that may be embedded in Service Provider's electronics and the communications infrastructure on the property in IFP's headend facility, and in each residential and business unit on the property.**

i. **Sufficient bandwidth to the Property at all times to assure that the speeds for internet access set forth in Paragraph (a) above are delivered.**

j. **Service Provider shall use simple network management protocol (SNMP), or another mutually approved measurement standard, to poll every T 1 circuit serving the Property (from the Service Provider Facilities on the Property to Service Provider's DPOP. SNMP measurements must be recorded every 30 seconds (i.e., 2,880 times a day) to determine what percentage of the total amount of data**

Case 8:06-cv-01347-RAJ-EAJ Document 27-7 Filed 08/14/2006 Page 6 of 13
available from each T-1 circuit is being utilized at that time. The resulting 2,880 utilization percentage measurements are stored and graphed as individual data points and a trend line is created. The "saturation value" is the average of the 144 highest utilization percentage measures generated during the busiest 5% of the day. When the "saturation value" reaches 90% 10 times within any 30 day period, the Service Provider shall provide additional circuits so that the saturation value does not reach 90% more than 10 times within any 30 day period.

k. Service Provider may require that each Resident execute a subscriber agreement accepting responsibility for any Modem or In-Unit Router or Switch provided by Service Provider or Capitol Infrastructure, LLC. within Resident's unit. Each Resident is responsible for the return to Service Provider of any modems or routers/switches provided by Service Provider. Capitol Infrastructure, LLC has no liability to Service Provider for any modems or routers/switches not returned to Service Provider by Residents.

l. Service Provider may offer bandwidth to Residents in excess of the bandwidth specified under Paragraph (a) above as a "premium service." Service Provider may set the rates for such premium services but they shall at all times be competitive with or lower than rates for equivalent services from other mainstream providers of service in the respective markets.

m. If a casualty, whether by fire or other means, occurs, then Service Provider shall promptly repair or replace any parts of the Service Provider Facilities and the Circuit damaged as a result of the casualty. Service Provider shall coordinate its repair and replacement with Customer's repair and restoration.

Video Services:

Multi-Channel Video: [minimum service]

VIDEO SERVICES shall consist of the following services to be delivered to each and every Resident and the HOA on the Property:

1. Bulk Services. Service Provider shall provide the Bulk Services specified below to each video outlet in each residential unit, without the need for Residents to place a service order. Subject to Section 3 below, the Bulk Services must be capable of being delivered to any cable ready television without the need for a converter or remote control device.

1.1 Bulk Services—Bulk Services consist of the following:

a. Approximately 80 channels (the "Channel List") of the top rated cable channels and locals broadcast channels will be selected by Capitol Infrastructure and the COA or HOA, as applicable, from a standard program offering comparable to that offered by DISH Network's AT 120 program list or that of a comparable provider. The Channel List will be provided to Service Provider by Capitol Infrastructure. Channels may be captured from a satellite transmission, converted and/or modulated from a digital to an analog signal format at a central processing head end, and broadcast and made accessible across the entire video system.

b. A scrolling channel program guide providing individual station identifications, channel numbering, and individual, time-specific content.

Case 8:06-cv-01347-RAL-EAJ Document 27-7 Filed 08/14/2006 Page 7 of 13
c. Available local broadcast high-definition channels captured from an off-air transmission and converted to an appropriate channel configuration so as to afford viewing by standard high definition tuners.

1.2 Bulk Services may be adjusted upon Capitol Infrastructure's request, on behalf of HOA or COA, up to two times per calendar year at no cost to HOA or COA, excepting that HOA or COA shall pay for any additional equipment or monthly programming fees necessary to effect requested changes.

2. Premium Services. Service Provider shall make available to HOA or COA and Residents the programming content comparable to the digital satellite television content offered by DISH Network's AT 120 program list and not included in the Bulk Services (the Premium Services). Premium Services may require the use of a proprietary set top box to access the programming. Premium Services may be subject to change by the provider at its discretion.

3. Converter and Remote Control Device Responsibility.

3.1 The Bulk Services Fee does not include converters or remote control devices unless they are, or become, necessary to receive all or any portion of the Bulk Services, in which case Service Provider may require Residents to execute subscriber agreements and place deposits for the equipment in accordance with Service Provider's normal business policies.

3.2 The Bulk Services Fee does not include Service Provider's provision of converters or remote control devices to Residents who receive Premium Services, which will be billed to and paid for by Residents who elect to receive Premium Services.

3.3 Each Resident is responsible for the return to Service Provider of any converters and remote control devices provided by Service Provider. Neither Capitol Infrastructure nor the HOA or COA has liability to Service Provider for any converter or remote control devices not returned to Service Provider by a Resident.

EXHIBIT B

SERVICE LEVEL STANDARDS

Service Provider shall be obligated to comply with the Service Level Standards set forth below:

SUMMARY OF PERFORMANCE CRITERIA AND PERFORMANCE STANDARDS FOR VOICE, DATA AND VIDEO SERVICES

If any standard below is less stringent than the comparable standard offered by the Local Exchange Carrier or the Franchise Cable Provider, then the standard shall be that of the Local Exchange Carrier or the Franchise Cable Provider, whichever is more applicable.

1. Availability of Services at the Property. Availability of Services is calculated by dividing the average number of seconds that the Services are available at the Property by the total number of seconds in each calendar quarter and multiplying by 100. Specifically excluded from the Services availability calculation are (a) regularly scheduled maintenance windows or ad hoc maintenance windows scheduled and announced by Service Provider at least 24 hours in advance, not to exceed 8 hours per month without Capitol Infrastructure's prior approval, not to be unreasonably withheld or delayed, and (b) outages caused by force majeure that are identified pursuant to the Master Service Agreement between Service Provider and Capitol Infrastructure. All maintenance work must be performed during off-peak hours. Off-peak hours will be mutually determined by Capitol Infrastructure and Service Provider based upon Residents' usage, i.e., when it is determined that the least amount of Residents will be affected with respect to both Internet and intranet access.

VOICE SERVICES will be available at the Property 99% of the time each calendar quarter.
DATA SERVICES will be available at the Property 97% of the time each calendar quarter.
VIDEO SERVICES will be available at the Property 97% of the time each calendar quarter.

2. Resident Service Order Commitment Dates Timely Met. A Service Order is an order from the HOA or a Resident or Business Resident on the property to Service Provider requesting additional Services or to make a change in existing Services. Service Provider shall contact HOA, Resident or Business Resident to schedule a Service Order install or change within 48 hours after receipt of the Service Order (Sundays, and Holidays excepted), and complete all Service Provider work associated with the Service Order install or change within 48 hours after receipt of the Service Order (Service Order Commitment Date) unless the affected Resident requests an appointment outside the cure period. Holidays mean: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, Martin Luther King Day, President's Day, and Veteran's Day.

The percentage of Service Order Commitment Dates timely met is calculated by dividing the total number of Service Orders timely met within the time requirements by the total number of Service Orders completed in each calendar quarter and multiplying by 100.

Service Provider shall achieve at least 90% Service Order Commitment Dates timely met per calendar quarter.

Case 8:06-cv-01347-RAL-EAJ Document 27-7 Filed 08/14/2006 Page 9 of 13
3. Trouble Reports Cured Timely. The term Trouble Report means any service related report made by HOA or a Resident or Business Resident relating to the Services, Service Provider Facilities, or Circuit, but excludes operator error and problems with HOA owned or Resident owned or Business Resident owned equipment. The term, Minor Service Problem means a service problem (other than an Outage or Building Outage) that affects one or more individual units or in the case of video service the loss of three or fewer channels. An Outage is defined as the loss of Services at the Central Communications Room for the entire Property. A Major Service Problem means a loss of Services that affects one or more entire multi-unit buildings or 10 or more individual single-unit buildings at the Property, or in the case of video service the loss of more than three channels but not the entire lineup.

The percentage of Trouble Reports cured timely is related to the number of Trouble Reports resolved within the following windows:

A. Trouble Reports involving a Minor Service Problem received by Service Provider will be responded to by the next business day. Service Provider will cure any Minor Service Problem within 48 hours after responding to the Trouble Report.

B. Service Provider must respond to Trouble Reports involving an Outage within 8 hours of receiving a Trouble Report and any Major Service Problem within 24 hours of receiving a Trouble Report, regardless of the day of week or Holiday. Service Provider will cure any Outage within 24 hours after responding to any Trouble Report of an Outage, and Service Provider will cure any Major Service Problem within 24 hours after responding any Trouble Report of a Major Service Problem.

The percentage of Trouble Reports cured timely is calculated by dividing the total number of Trouble Reports within a calendar quarter that are cured by Service Provider within the time windows set forth above by the total number of Trouble Reports received by Service Provider in the calendar quarter, and multiplying by 100. Specifically excluded from the Trouble Reports cured timely calculation are outages caused by force majeure.

Service Provider shall achieve at least 90% Trouble Reports cured timely per calendar quarter.

4. Resident Hold Time. Resident Hold Time is based upon the number of Resident or Business Resident calls in a calendar quarter in which the Resident or Business Resident is left on hold for less than 5 minutes before the call is answered by a live call center representative. The percentage of Resident Hold Time less than 5 minutes is calculated by dividing the number of Resident and Business Resident calls to Service Provider during a calendar quarter in which the Resident or Business Resident is put on hold for less than 5 minutes by the total number of Resident and Business Resident calls to Service Provider per calendar quarter and multiplying by 100.

Service Provider shall make available to Capitol Infrastructure, Residents, Business Residents and HOA the telephone number to Service Provider's call center and shall notify Capitol Infrastructure, Residents, Business Residents and HOA prior to changing the telephone number.

Service Provider shall achieve at least 90% of Resident Hold Time less than 5 minutes per calendar quarter.

5. Virus Protection/Denial of Service Attacks. Service Provider shall maintain the Internet network in accordance with this Agreement during outside or inside virus attacks and shall maintain a "plan of action" for the management of virus and denial of service attacks and recovery there from.

Case 8:06-cv-01347-PAL-EAN Document 27-7 Filed 08/14/2006 Page 10 of 13
Service Provider may disconnect Services to individual Residents and Business Residents whose computers are infected with viruses until the Residents and Business Residents demonstrate to Service Provider's reasonable satisfaction that the viruses have been eliminated. If a Resident or Business Resident is disconnected from Services due to virus-related issues on more than one occasion, Service Provider may charge the Resident or Business Resident a reactivation fee.

6. **SPAM Management.** Service Provider shall maintain the Internet network so as to employ a SPAM management system to minimize SPAM traffic. Service Provider may block any SPAM traffic originating from the Property and report the offending Resident or Business Resident to HOA and Capitol Infrastructure. Service Provider may disconnect Services to Residents and Business Residents who repeatedly distribute SPAM traffic until the Residents or Business Residents demonstrate to Service Provider's reasonable satisfaction that the activity has ceased. If a Resident or Business Resident is disconnected from Services for distributing SPAM on more than one occasion, Service Provider may charge the Resident or Business Resident a reactivation fee.

7. **Bandwidth.**

A. Service Provider will be responsible for issues of latency (as the term is generally defined in the industry) and will use best efforts to minimize latencies through the use of properly designed networks and routes to ensure that minimum hops are maintained.

B. The Service Provider Facilities must utilize a two port router to provide Services to HOA's office. Service Provider shall use rate shaping to ensure that the Services do not suffer because of peer to peer traffic.

C. HOA is responsible for the leasing office network beyond Service Provider's router port.

8. **Reports.** Service Provider shall utilize measurement and monitoring tools and procedures reasonably required to measure and report on Service Provider's compliance with the applicable performance standards. Such measurement and monitoring tools shall permit reporting at a level of detail sufficient to verify compliance with the performance standards.

Service Provider also shall maintain records listing:

- A. The date and time of any Trouble Report;
- B. The name and contact information of the person placing a Trouble Report;
- C. The nature of the complaint or concern;
- D. The action taken by Service Provider in response thereto;
- E. The results of the action taken.
- F. If a Service Order was entered, the date and time of any Service Order, the date and time when the Service Order is expected to be completed, and the actual time and results of the resolution;

Service Provider will make the performance standard reports and call records available for inspection by the HOA or a representative of the HOA, or Capitol Infrastructure or a representative of Capitol Infrastructure at any time during regular business hours, or, at the HOA's or Capitol Infrastructure's request, by transmitting the reports and call records to the HOA and Capitol Infrastructure via e mail or facsimile.

Service Provider shall make available to HOA or HOA's representative and to Capitol Infrastructure or Capitol Infrastructure's representative, upon request by HOA or Capitol Infrastructure, on a real-time

Case 8:06-cv-01347-RAL-EAJ Document 27-7 Filed 08/14/2006 Page 11 of 13
basis, network and property statistics with regard to bandwidth being delivered, router CPU utilization
and if requested loading by switch port.

9. **Resident Shut-Off.** Service Provider shall provide, upon request by HOA or Capitol Infrastructure, notification to HOA and Capitol Infrastructure of each Resident or Business Resident that has had its Service disabled.

10. **Compliance.** Service Provider reserves the right to ensure compliance with its posted Acceptable Use Policy which can be found on the Service Provider Internet site and which may be adjusted from time to time.

Service Provider shall:

Carry the insurance listed below with companies reasonably acceptable to Capitol Infrastructure, LLC, and furnish Certificates of Insurance to Capitol Infrastructure evidencing required coverage upon request.

1. **Workers' Compensation**: Workers' Compensation Insurance at levels required by laws and regulations in the state where services are provided.

2. **Employers' Liability**: With the following minimum limits:

\$100,000	Each Accident
\$500,000	Disease-Policy Limit
\$100,000	Disease-Each Employee

3. **Commercial General Liability** (1986 ISO Form or its replacement): Insurance must provide contractual liability coverage and a general aggregate limit on a per-location or per property basis. The minimum limits must be \$2,000,000 general aggregate and \$1,000,000 per occurrence.

4. **Automobile Liability**: Insurance for claims arising out of ownership, maintenance, or use of owned, non-owned, and hired motor vehicles at, upon, or away from the Property with the following minimum limits:

\$1,000,000 Each Accident Single Limit Bodily Injury and Property Damage combined.

5. **Umbrella**: At least following form liability insurance, in excess of the Commercial General Liability, Employers' Liability, and Automobile Insurance above, with the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	Aggregate - Where Applicable

6. **General Requirements**: All policies must:

- Except for the Workers' Compensation Insurance and Automobile Liability, include Capitol Infrastructure, its property management service provider (if any), and their respective partners, members, officers, successors, and assigns, as well as any homeowners' association on the Property, as "additional insureds."
- Be written on an occurrence basis and not on a claims-made basis.
- Be endorsed to waive any rights of subrogation against Capitol Infrastructure, its property management service provider (if any), and their respective partners, members, successors, and assigns, and any homeowners' association on the Property.
- Be written by an insurance service provider or companies with a current A. M. Best Service Provider rating of A-/IX or better and be admitted to do business in the State where the Property is located.

Certificates of Insurance must:

Be given on ACORD Form 27 certificate, modified as necessary, and, explicitly confirm that the deductible amount or any self-insured retention in connection with the policy is \$10,000 or less.

Exhibit D—BID

Bid Due Date: All bids must be received by Capitol Infrastructure by noon 1/20/2006.

Service Availability and ramp: You must commit to provide service to the property on or before 3/01/2006. This community is anticipated to serve approximately 822 units with the actual schedule for occupancies undetermined at this time but you should expect that this is a long term project with the build out lasting approximately three years.

Property: Villages of Avalon

Service Provider:

Name: _____

Address: _____

City, State, Zip _____

Contact: _____

Email: _____

Phone: _____

Bid: Please describe fully service offering, pricing, and any related taxes, charges, etc. Use additional pages if required.

AT&T Florida
FL Dkt no. 070126-TL
Staff's 1st Request for Production
July 30, 2007
Item No. 5

PROPRIETARY

(Entire Document Redacted)