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OF COUNSEL:
GEORGE L. VARNADOE
R. SCOTT PRICE

June 16, 2004

William Gaston, President
Marco Island Cable
P. O. Box 368
Marco Island, FL 34146

Re: Marco Island Cable v. Comcast Cablevision
Case No. 2:04-C-26-FtM-29-DNF

Dear Bill:

Enclosed please find a copy of a draft letter to attorney Jamie Bianchi. Please review and call me with your comments.

Sincerely,



Louis D. D'Agostino
For the Firm

LDD:amb

Enclosure

cc: Edmond E. Koester, Esquire

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Draft also sent

DRAFT

June 16, 2004

**Via Facsimile and
Regular U.S. Mail**

Jaime A. Bianchi, Esq.
White & Case, LLP
Wachovia Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, FL 33131

Re: Marco Island Cable v. Comcast Cablevision
Case No. 2:04-C-26-FtM-29-DNF

Dear Jaime:

Our client Marco Island Cablevision, Inc. is in the process of installing a cable distribution network in the Belize Condominium located in Marco Island, Florida. I understand that on Tuesday, June 8, 2004, a Comcast employee was advised by the manager of the Belize that the building was open to competition and that Marco Island Cable was chosen by the Association to serve the common areas in the building. The Comcast employee then told the manager that Marco Island Cable was not authorized to use any of Comcast's wiring that was installed.

On further investigation, we understand that the individual unit wiring as well as the home run wiring was actually installed by an electrical contractor under contract to Kraft Construction, Inc., the general contractor that was hired by WCI to construct the condominium. Accordingly, Comcast did not install the wiring.

To the extent that Comcast has a claim to any of this wiring under FCC rules 47 C.F.R. 76.802 or 76.804, we do request that you please forward copies of any such written documents supporting this claim. As a result of time constraints, we do request that we receive a reply to this letter no later than 5:00 p.m. on Tuesday, June 22, 2004.

Jaime A. Bianchi, Esq.
June 16, 2004
Page 2

I thank you for your attention to this matter.

Sincerely,

Louis D. D'Agostino
For the Firm

LDD:amb

cc: Client

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WHITE & CASE
LIMITED LIABILITY PARTNERSHIP

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June 22, 2004

VIA FACSIMILE AND U.S. MAIL

Louis D. D'Agostino, Esq.
Cheffy Passidomo Wilson & Johnson LLP
821 Fifth Avenue South, Suite 201
Naples, FL 34102
Fax: (239) 261-9782

Re: Belize Condominium

Dear Lou:

This letter is in response to your June 18, 2004 letter regarding the Belize Condominium.

Specifically, we are responding to your contention that the Home Wiring and Home Run Wiring rules apply. See 47 C.F.R. §76.800 *et seq.* WCI Communities, Inc. ("WCI") and Comcast Cablevision of the South, Inc. ("Comcast") entered into an agreement dated August 4, 2003 concerning the provision of cable television service ("Agreement").

Pursuant to the terms of the Agreement, WCI, not Comcast, is the owner of the wiring located at the Belize Condominium. Accordingly, we disagree with your conclusion that the Home Run and Home Run Wiring rules apply to this matter. Further, Comcast has the exclusive right to use any and all portions of the wiring during the term of the Agreement. Assuming *arguendo* that the Home Wiring and Home Run Wiring rules are implicated, since the term of the Agreement has not expired, the Belize Condominium's invocation of the rules is premature.

Moreover, I would like to remind you that, if Marco Island Cable, Inc. ("MIC") uses the wiring that Comcast has contracted to use, it will violate Comcast's exclusive rights under the Agreement. Furthermore, MIC would also be tortuously interfering with Comcast's contractual relationship with WCI and with its subscribers at the Belize Condominium.

WHITE & CASE
LIMITED LIABILITY PARTNERSHIP

Louis D. D'Agostino, Esq.

Page 2

Should MIC choose to provide service to the residents of the Belize Condominium, it should do so without interfering with Comcast's wiring. Please call me if you have any questions regarding this matter.

Best regards,



Jaime A. Bianchi

JAB:w

cc: Mr. Larry Schweber
Ms. Terese Delgado

COMCAST**BELIZE****INSTALLATION AND SERVICES AGREEMENT**

THIS INSTALLATION AND SERVICES AGREEMENT (this "Agreement") is made and entered into this 4th day of August 2003, by and between **COMCAST CABLEVISION OF THE SOUTH, INC.** (the "Company"), whose address is 301 Tower Road, P.O. Box 413018, Naples, Florida 34101 and **WCI COMMUNITIES, INC.** (the "Owner") who owns or has control over certain real estate and improvements intended to be developed as a residential community to be commonly known as **Belize at Cape Marco, a condominium**, and thereon located in Collier County at Cape Marco Drive, Marco Island, Florida 34145 (the "Premises"), consisting of 148 residential units and related amenities.

The Company has been granted by Collier County, Florida a franchise to construct and operate a cable communications system in Collier County, Florida (the "Franchise Authority") The Owner desires to have the Company provide broadband services to the Premises, including, but not limited to, cable television service (the "Services") and the Company is willing to install, maintain and operate a 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:

I. System Construction and Installation The Company agrees to install distribution cables, amplifiers, pedestals and all other facilities (the "Company System") up to the point of demarcation necessary to deliver the Services within and throughout the Premises to the residences. The Owner will install internal wiring, consisting of the cable home wiring and the cable home run wiring (as defined in 47 C.F.R. § 76.800(d)) at the Premises necessary to deliver the Services to the residences within Premises in accordance with applicable Federal Communications Commission ("FCC") regulations, industry standards and local codes (the "Owner 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. All materials shall be of good and durable quality. Company shall keep the Premises free from accumulation of waste materials caused by installation of the Company System. The Company System shall not preclude or interfere with other interactive two-way communications or security systems for units or the common elements. The Company shall be responsible for all costs and expenses incurred by it in constructing the Company System. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the Company System. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the Company System.

a) Prior to the installation of the Company System, construction plans prepared by the Company may be reviewed and approved by the Owner, provided that Owner's approval shall not be unreasonably withheld. Owner shall locate on such plans all known underground facilities existing on the Premises. Owner shall attempt to give the Company at least twenty (20) days notice, when possible, of the opening of utility trenches on the Premises so that the Company may, at its option, install the Company System in the common utility trenches, and shall otherwise cooperate with the Company in the construction and installation of the System.

b) The ownership of all parts of the Company 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 Company System or any portion thereof for any purpose. The ownership of the Owner System shall be and will remain the property of the Owner. The Company shall not be liable in any manner whatsoever for maintenance or repair of the Owner System. Company agrees that maintenance service for the Owner System shall be available to the Owner upon request at the Company's then current rates for labor and materials. Owner hereby authorizes Company the exclusive right to utilize any and all portions of Owner System as needed to deliver the Services within and throughout the Premises.

2. Easement Owner represents to Company that the Premises will be owned collectively by the residential condominium unit owners in the Belize at Cape Marco, a Condominium (the "Condominium"), and will be managed and operated by and through the Belize at Cape Marco Condominium Association, Inc. (the "Association"). Owner represents to Company that Owner is the legal representative of the unit owners of record on file with Collier County, Florida. The Owner has the authority to grant a non-exclusive easement in favor of the Company to place the Company's lines across the Premises and to operate the Company System (whether by cable, satellite, microwave or otherwise) and to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit "A" and incorporated herein by this reference.

3. Access The Owner will allow Company employees 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.

4. Delivery of Services Nothing in this Agreement shall be construed to require that any or all residents subscribe to the Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the non-exclusive right and license to deliver the Services on the Premises.

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

Premises shall be no greater than those locally published with the Franchise Authority of Collier County

6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the 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

7. Interference. Neither the Owner nor anyone operating on its behalf 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 individual unit until such non-conformance is cured by the resident.

8. Term The term of this Agreement shall commence on the date above written and, unless otherwise terminated in accordance with the terms hereof, shall remain in full force and effect for a period of twenty (20) years. This Agreement shall automatically renew on a year-to-year basis unless either party shall provide the other with a minimum ninety (90) days notice of its intention not to renew at the end of the then current term.

9. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance. Company shall, at all times without interruption, maintain at its own costs and expense, all workers' compensation insurance required by law.

10. Indemnification. The Company shall indemnify, defend and hold the Owner and the Association 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 residents at the Premises pursuant to this Agreement. Company shall be responsible for, and shall indemnify and hold the Owner and the Association harmless from and against, any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from (i) any damages caused by Company or Company's agents in the performance of this Agreement, including any injury to persons or Premises while on the Premises or during the installation, maintenance or operation of the System, or (ii) any defective work performed, or defective materials used, by Company or Company's agents. The Association shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of

the actions or omissions of the Owner, the Association, or either of their respective agents and employees. In no event shall the Owner, the Association, its members or the Company be liable for any consequential, indirect, incidental, special or punitive damages whatsoever.

11. Termination.

a) 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 thirty (30) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the default is not cured, or a cure is not commenced, within such thirty (30) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) 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.

12. Removal of System. Upon termination of this Agreement 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 Company System. The Company shall promptly repair any damage to the Premises occasioned by such removal. In the event the Company fails to remove the Company System within the time specified herein, Company System shall be deemed abandoned and shall become the property of the Owner.

13. Attorneys' Fees. The prevailing party in any litigation arising out of this Agreement shall be entitled to collect from the non-prevailing party, all fees and costs of such litigation, including reasonable attorneys' fees and costs.

14. Miscellaneous

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the Company 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.

b) Assignability, Binding Effect. This Agreement may be assigned by either party. 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 use commercially reasonable efforts to give the Company prior written notice of

such change of ownership or control. In the event of an assignment other than to the Association upon transfer of control of the Association, the Owner shall advise any new owner or controlling party of the binding effect of this Agreement and shall use its best efforts to cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) 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

d) 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.

e) Recording. The Company has recorded the Easement granted by WCI Communities in the public records of the county in which the Premises are located.

f) 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 the Owner:

**WCI COMMUNITIES, INC.
24301 Walden Center
Bonita Springs, FL 34134
Attn.: Legal Department**

If to the Company:

**Comcast Cablevision
P.O. Box 413018
Naples, Florida 34101
Attn.: Commercial Development**

g) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) 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.

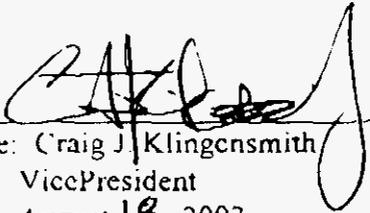
i) Relationship. The relationship of Company to Owner and each Owner is intended to be, and shall be, only that of independent contractor. Nothing herein shall be construed as creating a relationship of joint venture or partnership.

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:

WCI COMMUNITIES, INC.


Stephen C. Pierce
Assistant Secretary

By: 
Name: Craig J. Klingensmith
Title: Vice President
Date: August 18, 2003

WITNESS/ATTEST:

COMCAST CABLEVISION OF THE SOUTH, INC.



By: 
Name: Larry Schweber
Title: General Manager
Date: August 9, 2003
