

# ***APPENDIX K***

---

---

***Utilities Letters***

Your link to tomorrow...today!

Advanced  
Cable Communications



February 11, 2010

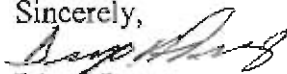
Mr. Bryan Farrow  
Keith and Schnars, P.A.  
Engineers-Planners-Surveyors  
6500 North Andrews Avenue  
Ft. Lauderdale, FL 33309

RE: Right-Of-Way Improvements  
Coconut Creek Commerce Center  
Broward County, FL  
Project No. 17796.29

Dear Mr. Farrow

We have reviewed the preliminary plans date 2/11/2010 sent to us for proposed improvements by Keith and Schnars P.A., in the above referenced location. Advanced Cable Communications has NO existing / active plant underground cable telecommunications facilities in this area. Advanced Cable Communications has NO conflict with the proposed Right-Of-Way project. Please contact me at (954) 752-7244 Ext. 230 if you have any questions or need additional information. You can also contact me via e-mail at [dperez@advancedcable.net](mailto:dperez@advancedcable.net).

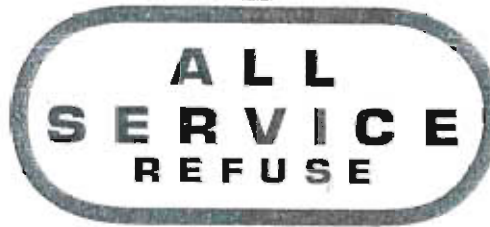
Sincerely,



Diego Perez  
Broadband Engineer



751 N.W. 31st AVENUE



FT. LAUDERDALE, FL 33311

September 7th, 2010

Keith and Schnars, PA  
Attn: George Orsborn  
6500 N Andrews Avenue  
Fort Lauderdale, FL 33309-2132  
954-776-1616  
954-771-7690

Dear Keith and Schnars, PA,

Re: Seminole Coconut Creek Casino


Dear Mr. Orsborn:

The following letter will serve as confirmation that ALL SERVICE REFUSE will provide pick-up of all recycling and solid waste generated at the above referenced property.

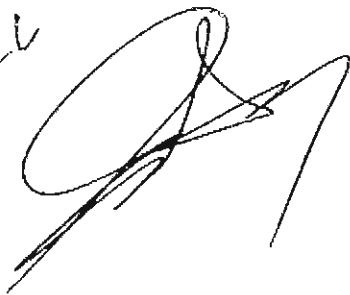
ALL SERVICE REFUSE recycles and disposes of all solid waste in accordance with the Interlocal Agreements between the City of Coconut Creek and the Broward County Resource Recovery Board.

If I can be of any further assistance, please do not hesitate to contact the undersigned at (954)327-9516.

Very Truly Yours,



Earl Bradley  
Area Manager

9/2/10  
TURNING RADIUS FOR  
SERVICE APPROVED AS  
SHOWN.  
ALL SERVICE REFUSE CO.  


TRACT "E"  
COMMERCE CENTER  
OF COCONUT CREEK  
P.B. 131, PG. 30, B.C.R.)

PROJECT NAME  
**PHASE I TRANSPORTATION CENTER**  
SEMINOLE COCONUT CREEK CASINO  
SEMINOLE TRIBE OF INDIANS  
5600 NW 40TH STREET  
COCONUT CREEK, FLORIDA 33073

DRAWN BY KEITH AND SCHNARS, PA: FTL
CHECKED BY T.J.H.
ISSUE DATE SEPTEMBER 7, 2010
JOB NUMBER 17796.42
SHEET NAME SITE PLAN
SHEET NUMBER <b>C-6</b>

C

D



ROBERT CLAPP  
OSPE DESIGN SPECIALIST  
NETWORK SERVICES

AT&T FLORIDA  
8601 W SUNRISE BLVD  
PLANTATION, FLORIDA 33322

T: 954-476-2936  
F: 954-476-7481  
ROBERT.CLAPP@ATT.COM

April 19, 2010

Mrs. Deborah Grant  
Development Operations Manager  
Seminole Tribe of Florida  
One Seminole Way  
Hollywood, FL 33314

**RE: Seminole Casino Transportation Center Phase I**  
**City of Coconut Creek Control/Permit No. PZ-08040006**

Dear Mrs. Grant:

As required by the City of Coconut Creek, we understand that our existing utility infrastructure and any proposed infrastructure located within the proposed project site referenced above or in the adjacent Right-of-Way are required to be located underground. We are amenable to having our utilities located underground as required by the City of Coconut Creek at the expense of the Seminole Tribe of Florida.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely yours,

Robert Clapp  
Outside Plant Design Specialist  
AT&T Florida

cc: George Orsborn – Keith and Schnars, P.A.



**Engineering – Design Department**  
**2601 SW 145<sup>th</sup> Ave Miramar, FL 33027**

Wednesday, April 07, 2010

Mrs. Deborah Grant  
Development Operations Manager  
**Seminole Tribe of Florida**  
One Seminole Way  
Hollywood, FL 33314

**RE: Seminole Casino Transportation Center Phase I**  
**City of Coconut Creek Control/Permit No. PZ-08040006**

Dear Mrs. Grant:

As required by the City of Coconut Creek, we understand that our existing utility infrastructure and any proposed infrastructure located within the proposed project site referenced above or in the adjacent Right-of-Way are required to be located underground. We are amenable to having our utilities located underground as required by the City of Coconut Creek at the expense of the Seminole Tribe of Florida.

Should you have any further question, please feel free to call me at 1-954-447-8405 fax 1-954-534-7083 or e-mail at [leonard\\_maxwell-newbold@cable.comcast.com](mailto:leonard_maxwell-newbold@cable.comcast.com)

**Leonard Maxwell-Newbold**  
**Regional Permit Administrator**  
**Comcast / Southern Division ( RDC )**  
4/7/2010 2:16:24 PM

cc: George Orsborn – Keith and Schnars, P.A.  
City of Coconut Creek Draw  
File



September 30, 2008

Richard Giovanetti  
President  
Giovanetti Shulman Associates  
Richard.Giovanetti@g-sa.com

Re: Seminole Resort Expansion

Dear Mr. Giovatti,

Regarding your request for service availability, I would like to confirm that FPL can support the development of a destination resort and amenities on the Seminole Tribe of Florida's Coconut Creek property. However, without a site layout that includes specific load requirements for every proposed metered and un-metered service on site as well as the locations for the point of service for each service it is impossible to comment on the scope, cost, or timeframe required for the adjustments FPL will need to make. Thank you for your attention to this letter. If I can be of any further assistance, please contact me at 954-956-2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Inclan", with a long, sweeping underline that extends to the left.

Eric Inclan  
Customer Project Manager



March, 19<sup>th</sup> 2010

Mrs. Deborah Grant  
Development Operations Manager  
Seminole Tribe of Florida  
ONE Seminole Way  
Hollywood, FL 33314

RE: **Seminole Casino Transportation Center Phase I**  
**City of Coconut Creek Control/Permit No. PZ-08040006**

Dear Mrs. Grant:

As required by the City of Coconut Creek, we understand that our existing utility infrastructure and any proposed infrastructure located within the proposed project site referenced above or in the adjacent Right-of-Way are required to be located underground. We are amenable to having our utilities located underground as required by the City of Coconut Creek at the expense of the Seminole Tribe of Florida.

If you have any questions or concerns please contact me at 561-616-1884 or [jacob.marroney@fpl.com](mailto:jacob.marroney@fpl.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jacob D. Marroney", with a large, stylized flourish extending to the right.

Jacob D. Marroney  
Project Manager  
810-B Charlotte Ave  
West Palm Beach, FL 33401





330 SW 12<sup>TH</sup> AVE, POMPANO BEACH, FL 33069

April 21, 2010

KEITH and SCHNARS, P.A.,  
6500 N Andrews Ave  
Ft Lauderdale, FL 33309

Re: Conversion of FPL Overhead facilities to Underground System and Vacation of ROW and Utility Easements for the Seminole Tribe of Florida located in the City of Coconut Creek along NW 40<sup>th</sup> ST between State Road & Wochina Blvd (aka NW 54<sup>th</sup> Ave)- This request is depicted in your sketch and descriptions attached for Project numbers (1) 17094.57L (A PORTION OF TRACT "H" AND TRACT "G" OF COMMERCE CENTER OF COCONUT CREEK P.B. 131, PG 30 B.C.R; (2) 17094.57L (A PORTION OF TRACT "C" OF COMMERCE CENTER OF COCONUT CREEK P.B. 131, PG 30 B.C.R; (3) 17094L A PORTION OF COMMERCE CENTER OF COCONUT CREEK P.B. 131, PG 30, B.C.R.

Dear Sirs,

Florida Power and Light (FPL) has no objection to the conversion of FPL Overhead Facilities to an Underground System and the vacations requested with the following written and attached stipulations. Florida Power and Light (FPL) has a main Power Substation (Cullom) at at NW 40<sup>th</sup> Street and Wochina Blvd that provides electricity to the surrounding area and community. Additionally, most all of our feeders leaving this Substation cross or are in close proximity to the area requested to be vacated,

FPL understands that it is your customers' desire to place these facilities and other facilities in the area from Overhead Electric Distribution Facilities to Underground Electric Distribution Facilities. This will be done at the customers' expense. The attached FPL documents include some of the requirements for this conversion along with basic information as to easements and facilities.

The conversion of these FPL facilities will be expensive due to the type and location of facilities being relocated. This process is lengthy and can become complicated. It requires significant lead time to engineer, design, construct, install the new underground facilities, then remove the overhead facilities.

New utility easements be required on private property in order to accommodate any of the above requests, the applicant will obtain and record these new easements at their expense. These new utility easements will be provided for by a recorded legal instrument which covers FPL facilities on the subject property.

This letter is not intended to be all inclusive of all the requirements needed to convert these FPL facilities to accommodate the customers' request.

Please see attached documents for additional information for the conversion process.

Should you need any further assistance, please contact me at 954-956-2032, or cell 954-610-8274

Sincerely,

A handwritten signature in black ink that reads "Charlie Leikauf". The signature is written in a cursive, flowing style.

Charlie Leikauf  
Senior System Project Manager

Attached: FPL Tariff sheets 6.300,6.301,6.310, 6.320, 6.330 ; Powerpoint Slides – Understanding Your Choices – The Facts About Overhead & Underground Powerlines; Sample Letter for Ball Park Estimate; Pamphlet – Replacing Poles and Overhead Wires with Underground Systems

**INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES  
 FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES**

**SECTION 12.1 DEFINITIONS**

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;
- + 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the “Hypothetical Overhead Facilities”);
- 5) The estimated salvage value of the existing overhead facilities to be removed;
- + 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential, which is set at \$0 (zero) per pole-line mile of the existing overhead facilities;
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs (“ASRC”) calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

<u>Tier</u>	<u>Percentage</u>	<u>Pole-Line Miles</u>	<u>Customer Conversions</u>	<u>Completion</u>
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

\* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

- 25% x the otherwise applicable CIAC;
- + 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL’s estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

(Continued from Sheet No. 6.300)

### SECTION 12.2 GENERAL

#### 12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

#### 12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

(Continued from Sheet No. 6.301)

**12.2.3 Non-Refundable Deposits**

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by \$1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

**12.2.4 Non-Binding Cost Estimates**

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

**12.2.5 Underground Facilities Conversion Agreement**

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

**12.2.6 Simultaneous Conversion of Other Pole Licensees**

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

**12.2.7 Easements**

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

(Continued from Sheet No. 6.310)

**12.2.8 Affected Customer Services**

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and
- b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

**12.2.9 Other Terms and Conditions**

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;
- b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.



3/19/2010

Bryan Farrow  
Keith and Schnars, P.A.  
6500 North Andrews Avenue bfarrow@keithandschnars.com  
Fort Lauderdale, FL 33309

**Re: Level 3 Communications, LLC including all subsidiary and affiliate companies  
("Level 3") response to relocation request - Project # -Coconut Creek Commerce Center  
-Multiple streets, incl: NW 54th Ave, NW 40th St, Cullum Rd, Banks Rd, etc**

To Whom It May Concern:

Level 3 has received your letter dated 3/11/2010 regarding the above referenced project. After comparing the information you provided to the Level 3 "as-builts" it has been discovered that Level 3 has facilities within the scope of the Project. Although there are Level 3 facilities in and around the area of the Project there are no apparent conflicts between the Project and the facilities. Therefore it will not be necessary to relocate or adjust the facilities from where they are currently located.

If the Project parameters change beyond those previously submitted to Level 3, please contact the undersigned below to discuss the potential new impacts to the Level 3 facilities. Please reference the file number set forth below with any future communications.

If you have any questions please contact the undersigned at (720) 888-4988. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelli Whitehead", followed by a horizontal line.

Kelli Whitehead  
Senior Program Manager  
Network Relocations  
level3.networkrelocations@level3.com

File: FL 025810



March 11, 2010

Mrs. Deborah Grant  
Development Operations Manager  
Seminole Tribe of Florida  
One Seminole Way  
Hollywood, FL 33314

**RE: Seminole Casino Transportation Center Phase I**  
**City of Coconut Creek Control/Permit No. PZ-08040006**

Dear Mrs. Grant:

As required by the City of Coconut Creek, we understand that our existing utility infrastructure and any proposed infrastructure located within the proposed project site referenced above or in the adjacent Right-of-Way are required to be located underground. We are amenable to having our utilities located / relocated underground as required by the City of Coconut Creek at the expense of the Seminole Tribe of Florida.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jorge Bouza".

Jorge Bouza  
Engineering Project Manager  
East Region

cc: George Orsborn – Keith and Schnars, P.A.