

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to require) DOCKET NO. 940656-EU
FLORIDA POWER CORPORATION to) ORDER NO. PSC-95-0440-FOF-EU
comply with territorial) ISSUED: April 5, 1995
agreement approved by Order No.)
6194, by ORLANDO UTILITIES)
COMMISSION.)
_____)

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON
JOE GARCIA
JULIA L. JOHNSON
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

CASE BACKGROUND

On June 21, 1994, Orlando Utilities Commission (OUC) filed a Petition to require Florida Power Corporation (FPC) to comply with the terms of a territorial agreement that the Commission had approved in 1974. (Order No. 6194, Docket No. 7329-EU, issued July 19, 1974.) The petition identified areas of disagreement over the interpretation of the expiration date of the agreement and the applicability of an annexation provision contained in the agreement.

On August 22, 1994, the parties filed a joint stipulation to govern their relations while the case was pending, which the Commission approved in Order No. PSC-94-1208-S-EU, issued October 4, 1994. The stipulation provided that the parties would respect each other's present service territories, preserve the status quo, and attempt to reach a new territorial agreement by

DOCUMENT NUMBER-DATE
03449 APR-5 95
FPSC-RECORDS/REPORTING

January 1, 1995. On February 5, 1995, they filed the joint petition for approval of a territorial agreement that is the subject of this Order.

THE AGREEMENT

The agreement, appended to this Order as Attachment 1, preserves the current delineation between the two utilities and clearly identifies its respective service areas in portions of Orange county. Composite Exhibit "A" to the agreement is a collection of detailed maps that defines the respective territorial boundaries within the above mentioned counties. Exhibit "B" is a legal description of the boundary. Exhibit "C" is a listing of 287 customer accounts that shall be transferred. Once the transfer period has passed, neither utility will serve customers outside its respective service area.

Under the terms of the agreement FPC will transfer 287 customer accounts to OUC. The customers are located in the Boggy Marsh area, the Southeast Annexation area, the Universal Studios Water Plant area, and the Fairvilla area. In Sections 2.2-2.4 of the agreement, OUC agreed to pay FPC a sum equal to $2\frac{1}{2}$ times the total annual revenue derived from customers in the Boggy Marsh area and the Southeast Annexation area, during the preceding calendar year. OUC also agreed to pay FPC a sum equal to the current replacement cost minus depreciation, calculated on a 30-year straight line basis, for the electric distribution facilities in the Boggy Marsh area, the Southeast Annexation area, and the Universal Studios Water Plant area. Transfer of facilities in this area will commence within one month of our approval of the agreement; it will be completed within five months thereafter. FPC agreed to provide the distribution information and maps of those areas, to further assist in the transfer of the facilities to OUC. FPC also agreed to transfer the appropriate right-of-way easements and permits to OUC in those areas, when possible.

FPC will continue serving the 140 customers located in the Fairvilla area. The City of Orlando, however, anticipates incorporation of the Fairvilla area into the city limits in the near future. In the event the City of Orlando can successfully annex the area within three years from the effective date of this Order; Section 2.5 provides that the area will be included in OUC's service territory. Otherwise, the area will remain as part of FPC's territory. If the Fairvilla area is annexed, OUC agreed to pay FPC a sum equal to $2\frac{1}{2}$ times the total annual revenue derived from customers in the Fairvilla area, during the preceding calendar year. Also, OUC agreed to pay a sum equal to the current replacement cost minus depreciation, calculated on a 30 year

straight line basis, for electric distribution facilities in the area. Transfer of facilities in this area, will commence within one month of receiving our approval. It will be completed within five months thereafter. Like the other areas to be transferred, FPC also agreed to provide the distribution information and maps for the Fairvilla area, and agreed to transfer the appropriate right-of-way easements and permits to OUC, when possible.

Both utilities notified all affected customers of the transfer and advised them of the difference in rates. The letter notices included a rate comparison for both residential and commercial customers, and with and without load management credits for varying monthly KWH usages. Most of the customers responding favored the transfer.

Section 2.6 of the agreement states that neither utility will knowingly serve or attempt to serve any customer whose end-use facilities are located within the territorial area of the other utility, except in exceptional circumstances, economic constraints, or good engineering practices, and upon written request. The parties agreed to request our approval of interim service that lasts or is expected to last for more than one year. Of course, if the parties wish to make a permanent boundary change, they shall seek our prior approval. In section 2.8 of the agreement, the parties also agreed to petition the Commission for approval of any amendments resulting from the discovery of "service discrepancies," instances in which, by oversight or inadvertence, a customer continues to be served by the wrong utility when transfers are considered complete. If FPC and OUC are unable to resolve the discrepancy, by either transferring the customer to the appropriate utility or by submitting a petition for approval of an amendment to their territorial agreement to us within 90 days, they will bring the matter to us for resolution of a territorial dispute.

To accommodate a smooth transfer of customer accounts, the parties agreed that customers will not be required to submit any additional deposit. Section 2.7 of the agreement states that when possible the transferring party will refund the deposit of a customer. The receiving utility will then bill the customer the lesser of the previous deposit or the receiving utility's normal deposit. This will ensure that the respective utility maintains an adequate deposit without requiring additional funds from the customer.

ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 4

FPC and OUC's territorial agreement provides that it will remain in effect for a period of 10 years from the date of our order approving the agreement. Therefore, upon our approval, the agreement will remain in effect until April 2005, unless we modify the agreement.

The proposed Territorial Agreement between Florida Power Corporation and Orlando Utilities Commission is in the public interest, and its adoption will further our policy of avoiding unnecessary and uneconomic duplication of facilities. We approve the agreement.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Joint Petition for Approval of Territorial Agreement between Florida Power Corporation and Orlando Utilities Commission is approved. It is further

ORDERED that Florida Power Corporation and Orlando Utilities Commission's territorial agreement shall remain in effect for a period of 10 years from the date of our order approving the agreement, unless we modify the agreement. It is further

ORDERED that this Order shall become final and this docket shall be closed unless an appropriate petition for formal proceeding is received by the Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the Notice of Further Proceedings or Judicial Review. It is further

ORDERED that in the event this order becomes final, this docket should be closed.

ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 5

By ORDER of the Florida Public Service Commission, this 5th
day of April, 1995.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

MCB/LW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on April 26, 1995.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 6

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 7

ATTACHMENT 1

Territorial Agreement
Between
Orlando Utilities Commission
and
Florida Power Corporation
Orange County

A G R E E M E N T

Section 0.1 THIS AGREEMENT, made and entered into this 9th day of February, 1995 by and between FLORIDA POWER CORPORATION, a Florida Corporation, (herein called "FPC"), and ORLANDO UTILITIES COMMISSION, a public corporation organized and existing under the laws of the State of Florida, (herein called "OUC"), each an electric utility as defined in, and whose retail service territories are subject to regulation pursuant to, Chapter 366, Florida Statutes, and which entities are herein collectively called the "Parties";

W I T N E S S E T H:

Section 0.2 WHEREAS, each of the Parties is authorized, empowered and obligated by its charter and the laws of the State of Florida to furnish retail electric service to persons desiring to use such service within their respective areas of service; and

Section 0.3 WHEREAS, each of the Parties presently furnishes retail electric service to Customers in areas of Orange County, Florida; and

Section 0.4 WHEREAS, the respective areas of service of the Parties are contiguous in many places, and the Parties previously entered into a Territorial Agreement on April 1, 1973 (the "Old Territorial Agreement"), in an effort to minimize costs to their respective rate payers by avoiding duplication of generation, transmission and distribution facilities; and

Section 0.5 WHEREAS, the Florida Public Service Commission (herein called the "Commission") has previously recognized that any duplication of facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest; and

Section 0.6 WHEREAS, the Commission previously approved the Old Territorial Agreement on July 19, 1974 in Docket No. 73291-EU by Order No. 6194; and

Section 0.7 WHEREAS, a dispute has arisen concerning whether the Old Territorial Agreement has terminated and the Parties desire to resolve such dispute and avoid and eliminate the circumstances giving rise to potential duplications of facilities and hazardous situations, and toward that end have established the Territorial Boundary Line to delineate their respective retail Territorial Areas; and

Section 0.8 WHEREAS, the Commission is empowered by Section 366.04(2)(d), Florida Statutes, to approve and enforce territorial agreements between electric utilities, has often recognized the wisdom of such agreements, and has held that such agreements, when properly presented to the Commission, are advisable in proper circumstances, and indeed, in the public interest;

Section 0.9 NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary lines which circumscribe the geographic areas shown on the maps attached hereto as composite Exhibit "A" and as more particularly described in the description attached hereto as Exhibit "B" which differentiate and divide the OUC Territorial Area from the FPC Territorial Area. In the event of a discrepancy between composite Exhibit "A" and composite Exhibit "B", the written description in composite Exhibit "B" shall prevail.

Section 1.2 OUC Territorial Area. As used herein, the term "OUC Territorial Area" shall mean the geographic area shown on composite Exhibits "A" and "B" and designated "OUC."

Section 1.3 FPC Territorial Area. As used herein, the term "FPC Territorial Area" shall mean the geographic area shown on composite Exhibits "A" and "B" and designated "FPC."

Section 1.4 Transmission Line. As used herein, the term "Transmission Line" shall mean any transmission line of either Party having a rating of 69 kV or greater.

Section 1.5 Distribution Line. As used herein, the term "Distribution Line" shall mean any distribution line of either Party having a rating up to, but not including, 69 kV.

Section 1.6 Person. As used herein, the term "Person" shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes.

Section 1.7 New Customer. As used herein, the term "New Customer" shall mean any person that applies to either OUC or FPC for retail electric service after the effective date of this Agreement.

Section 1.8 End Use. As used herein, the term "End Use" shall mean the consumption of electricity by a retail customer.

Section 1.9 Fairvilla Area. As used herein, the term "Fairvilla Area" shall mean the geographic area shown on composite Exhibits "A" and "B" and designated "Fairvilla Area".

Section 1.10 Boggy Marsh Area. As used herein, the term "Boggy Marsh Area" shall mean the geographic area shown on composite Exhibits "A" and "B" and designated "Boggy Marsh Area."

Section 1.11 Universal Studios Water Plant Area. As used herein, the term "Universal Studios Water Plant Area" shall mean the geographic area shown on composite Exhibits "A" and "B" and designated "Universal Studios Water Plant Area."

Section 1.12 Southeast Annexation Area. As used herein the term "Southeast Annexation Area" shall mean the geographic area shown on composite Exhibits "A" and "B" and designated "Southeast Annexation Area." The parties acknowledge that a portion of the "Southeast Annexation Area" that was annexed by the City of Orlando prior to the execution of this Agreement is the subject of a territorial agreement between FPC and the City of St. Cloud. Under the provisions of that territorial agreement, FPC is precluded from serving that portion of the "Southeast Annexation Area" which, under that agreement, is designated as lying within the service

territory of the City of St. Cloud. Therefore, that portion of the "Southeast Annexation Area" is not included in FPC's territorial area under either this Agreement or the territorial agreement between FPC and the City of St. Cloud.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Territorial Allocations. Except as otherwise specifically provided herein, during the term of this Agreement OUC shall have the exclusive authority to furnish retail electric service for end use within the OUC Territorial Area and FPC shall have the exclusive authority to furnish retail electric service for end use within the FPC Territorial Area.

Section 2.2 Service to Boggy Marsh Area. Upon approval of this Agreement by the Commission and payment by OUC to FPC of a sum equal to two and one-half (2½) times the total annual revenue derived from the Boggy Marsh Area by FPC during the preceding calendar year (preceding calendar year being determined at the time the transfer is effected), together with the replacement cost new, less depreciation, calculated on a thirty (30) year straight line basis, of the appropriate electric distribution facilities of FPC in the Boggy Marsh Area, FPC shall transfer the Boggy Marsh Area to OUC together with the appropriate electric distribution facilities and right of way easements or permits of FPC in that area, if transferable. The Boggy Marsh Area shall thereafter be included within the OUC Territorial Area without necessity of any further

amendment to, or approval of, this Agreement. FPC shall submit to OUC the distribution information and maps needed to facilitate the transfer within one (1) month from the effective date of this Agreement, and the transfer shall occur within five (5) months thereafter. The current list of Customers in the Boggy Marsh Area is set forth on composite Exhibit "C".

Section 2.3 : Service to Southeast Annexation Area. Upon approval of this Agreement by the Commission and payment by OUC to FPC of a sum equal to two and one-half (2½) times the total annual revenue derived from the Southeast Annexation Area during the preceding calendar year (preceding calendar year being determined at the time the transfer is effected), together with the replacement cost new, less depreciation calculated on a thirty (30) year straight line basis, of the appropriate electric distribution facilities of FPC in the Southeast Annexation Area, FPC shall transfer the Southeast Annexation Area to OUC together with the appropriate electric distribution facilities and right-of-way easements or permits of FPC in that area, if transferable. The Southeast Annexation Area shall thereafter be included within the OUC Territorial Area without necessity of any further amendment to, or approval of, this Agreement. FPC shall submit to OUC the distribution information and maps needed to facilitate the transfer within one (1) month from the effective date of this Agreement, and the transfer shall occur within five (5) months thereafter. The current list of Customers in the Southeast Annexation Area is set forth on composite Exhibit "C".

Section 2.4 Service to Universal Studios Water Plant Area.

Upon approval of this Agreement by the Commission and payment by OUC to FPC of a sum equal to the replacement cost new, less depreciation, calculated on a thirty (30) year straight line basis, of the appropriate electric distribution facilities of FPC in the Universal Studios Water Plant Area, FPC shall transfer the Universal Studios Water Plant Area to OUC, together with the appropriate electric distribution facilities and right of way easements or permits of FPC in that area, if transferable. The Universal Studios Water Plant Area shall thereafter be included within the OUC Territorial Area without necessity of any further amendment to, or approval of, this Agreement. FPC shall submit to OUC the distribution information and maps needed to facilitate the transfer within one (1) month from the effective date of this Agreement, and the transfer shall occur within five (5) months thereafter. The current list of Customers in the Universal Studios Water Plant Area is set forth on composite Exhibit "C".

Section 2.5 Service to Fairvilla Area. If all or any portion of the Fairvilla Area is annexed by the City of Orlando within three (3) years from the effective date of this Agreement, then, upon payment by OUC to FPC of a sum equal to two and one-half ($2\frac{1}{2}$) times the total annual revenue derived from the Fairvilla Area by FPC during the preceding calendar year (preceding calendar year being determined at the time the transfer is effected), together with the replacement cost new, less depreciation calculated on a thirty (30) year straight line basis, of the appropriate electric

distribution facilities of FPC in the Fairvilla area, FPC shall transfer the Fairvilla Area to OUC, together with the appropriate electric distribution facilities and right-of-way easements or permits of FPC in that area, if transferable. The Fairvilla Area shall thereafter be included within the OUC Territorial Area without necessity of any further amendment to, or approval of, this Agreement. FPC shall submit to OUC the distribution information and maps as needed to facilitate the transfer within one (1) month from the effective date of the annexation, and the transfer shall occur within five (5) months thereafter. Provided, however, that at all times until such transfer is effected, the Fairvilla Area shall continue to be included within the FPC Territorial Area. FPC agrees not to question the annexation procedures of the City of Orlando or to file suit or in any other way to frustrate the efforts of the City of Orlando to effect the annexation of the Fairvilla area, either directly or indirectly. The current list of Customers in the Fairvilla Area is set forth on composite Exhibit "C".

Section 2.6 Service to New Customers. The Parties agree that neither of them will knowingly serve or attempt to serve any New Customer whose end use facilities are located within the Territorial Area of the other Party, except as specifically provided in this Section of this Agreement.

The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer's end use facilities either cannot or should

not be immediately served by the utility in whose Territorial Area they are located. In such instances, upon written request by the Party in whose Territorial Area the end use facilities are located, to the other Party, the other Party may agree in writing to temporarily provide service to such customer's end use facilities. Any such agreement for temporary service which lasts or is anticipated to last for longer than one year shall be submitted to the Commission for approval in accordance with Article IV, Section 4.1 hereof.

Section 2.7 Transfer of Customers. FPC and OUC shall cooperate to effect a smooth transfer of customers from one Party to the other arising from the Parties' delineation of their respective Territorial Areas agreed to herein. Such transfer shall occur as soon as reasonably possible after approval of this Agreement by the Commission or as otherwise expressly provided herein, but not longer than six (6) months from the effective date of either this Agreement or Annexation of the Fairvilla Area, as the case may be. The Parties intend that transferred customers suffer no hardship due to different deposit requirements required by each Party. When possible, the transferring Party will refund the deposit of a customer. The receiving party will then bill the customer the lesser of the deposit previously charged by the transferring party, or the receiving Party's normal deposit.

Section 2.8 Corrected Maps and Property Descriptions:
There are no known customers to be transferred pursuant to this agreement except those located in the areas mentioned in Sections

2.2, 2.3, 2.4 and 2.5 above, all of which customers are listed on composite Exhibit "C". However, there are some corrections to the maps and property descriptions attached hereto as composite Exhibits "A" and "B", respectively, that have been made to reflect annexations into the City of Orlando pursuant to the Old Territorial Agreement and to more accurately reflect the areas historically served by the Parties. If any situation is discovered during the term of this Agreement in which either of the Parties is inadvertently providing retail electric service to end use facilities located within the Territorial Area of the other Party, then, at the option of the Party in whose Territorial Area such end use facilities are actually located, service to such end use facilities will be transferred to the Party in whose Territorial Area such facilities are actually located. In the event of any such transfer, any electric facilities of the transferring Party used solely to provide retail electric service to the end use facilities being transferred will also be transferred to the other Party in consideration for the payment by the other Party to the transferring Party of the replacement cost new, less depreciation, calculated on a thirty (30) year straight line basis, of the electric facilities being transferred. Any such transfer shall occur within six (6) months of the discovery of the inadvertent error and be implemented as provided in Section 2.7 above. In the event the Party in whose Territorial Area the end use facilities are actually located shall decline the option to serve those facilities, the property description attached to this Agreement

will be appropriately amended and the Parties will mutually seek the approval of such amendment by the Commission within six (6) months of the discovery of the inadvertent error involved. In the event a single customer is receiving retail electric service billed through a single account that is consumed in end use facilities located in the Territorial Areas of both Parties, then the Parties will attempt to resolve the issue of which Party should provide service by way of negotiations and an appropriate amendment to the property description attached to this Agreement, which the Parties will jointly petition the Commission to approve. In the event, however, that the Parties are unable to resolve such an issue by negotiation within ninety (90) days after notice by either Party to the other that such an issue exists, then the matter may be submitted to the Commission by either Party for resolution as a territorial dispute.

Section 2.9 Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply to wholesale customers for resale purposes wheresoever they may be located. Further, no other provision of this Agreement shall be construed as applying to a bulk power supply for resale.

ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain. Except as expressly provided herein, any generating plant, transmission line, substation, distribution line or related facility now or hereafter

constructed or used by either Party in conjunction with its electric utility system, which is directly or indirectly used and useful in service to its Customers by either of the Parties in its Territorial Area, shall be allowed to remain where situated and shall not be subject to removal or transfer hereunder; provided, however, that each Party shall operate and maintain all such plants, lines, substations or facilities in such a manner as to minimize any interference with the operations of the other Party.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Commission Approval. The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained, and the date of the Commission's Order, if any, granting initial Commission approval of this Agreement shall be deemed to be the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Commission for approval. The Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance of this Agreement.

Section 4.2 No Liability in the Event of Disapproval. In the event approval of this Agreement pursuant to Section 4.1 hereof is not obtained, neither Party will have any cause of action or claim against the other arising under this document or on account of such non-attainment of approval.

Section 4.3 Supersedes Prior Agreements. Upon its approval by the Commission, this Agreement shall be deemed to specifically supersede any and all prior Agreements between the Parties defining the boundaries of their respective Territorial Areas including the Old Territorial Agreement.

ARTICLE V

DURATION

Section 5.1 This Agreement shall continue and remain in effect for a period of ten (10) years from the date of the Commission's initial Order approving this Agreement.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 Intent and Interpretation. It is hereby declared to be the purpose and intent of the parties that this Agreement shall be interpreted and construed, among other things, to further this State's policy of actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding

uneconomic duplication of generation, transmission and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties' respective obligations to serve.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon by the Parties are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the Parties hereto unless the same shall be in writing, attached hereto, signed by both the Parties, and approved by the Commission in accordance with Article IV, Section 4.1 hereof. The Parties shall each support the approval of this Agreement by the Commission and neither shall initiate any proceeding whether before the Commission or in civil court specifically seeking to invalidate this Agreement.

Section 7.2 Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended, or shall be construed, to confer upon or give to any person other than the Parties hereto, or their respective successors or assigns, any right, remedy, or claim under or by reason of this Agreement, or any provision or condition hereof; and

all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of the parties or their respective successors or assigns.

Section 7.3 Notices. Notices given hereunder shall be deemed to have been given to OUC if mailed by certified mail, postage prepaid, to: Orlando Utilities Commission, ATTN: General Manager and Chief Executive Officer, P.O. Box 3193, Orlando, Florida 32802, and to FPC if mailed by certified mail, postage prepaid, to: Florida Power Corporation's Resident Agent for service of process, James P. Fama, or his successor, Legal Department, Florida Power Corporation, 3201 34th Street South, P. O. Box 14042, St. Petersburg, Florida 33733. The person or address to which such notice shall be mailed may, at any time, be changed by designating a new person or address and giving notice thereof in writing in the manner herein provided.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

ATTEST:

James P. Fama
Asst. Secretary
(SEAL)

FLORIDA POWER CORPORATION

By: [Signature]
Vice President

ATTEST:

Robert C. Haven
ASST. Secretary
(SEAL)

ORLANDO UTILITIES COMMISSION

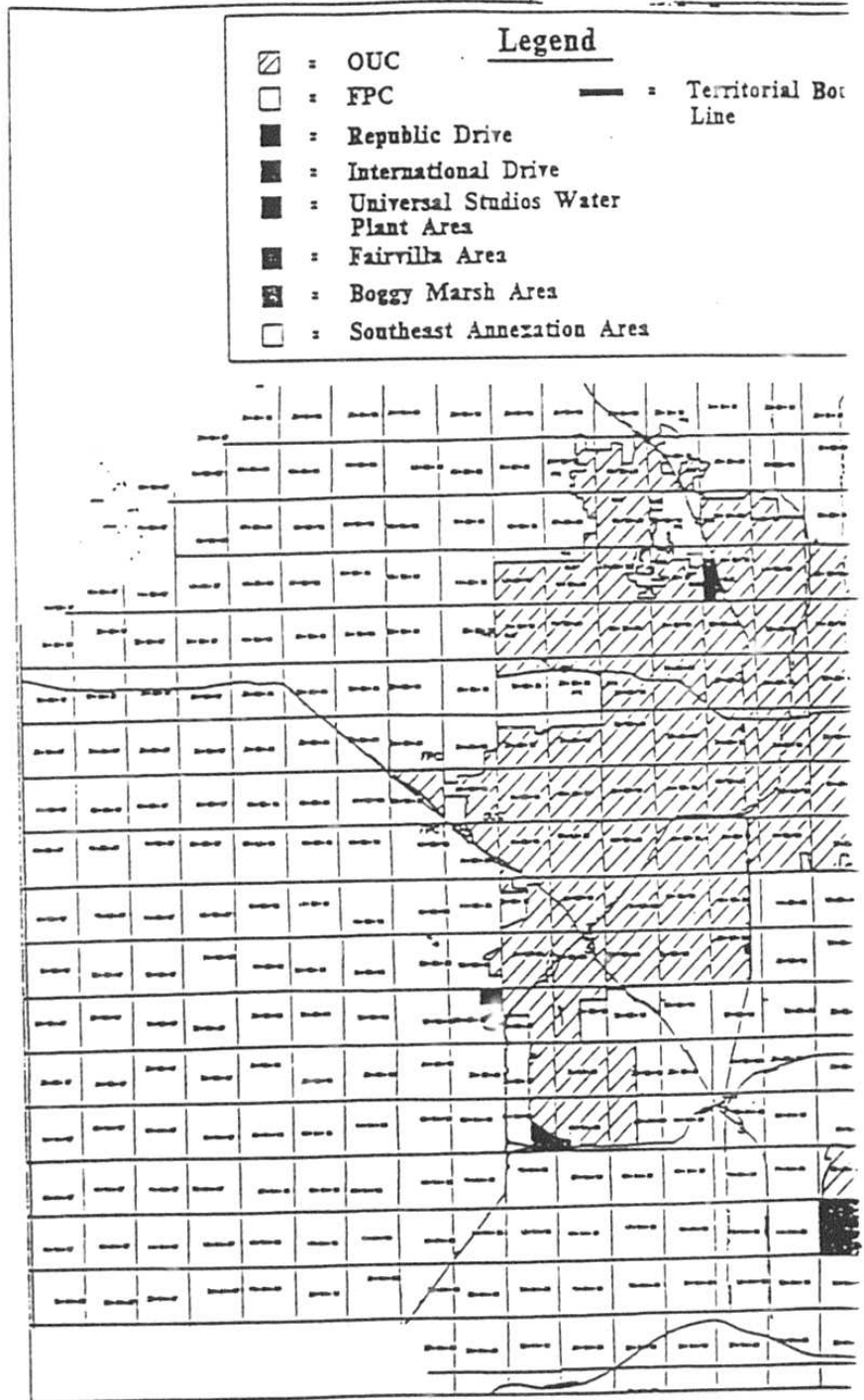
By: [Signature]
Robert C. Haven, P.E.
General Manager and
Chief Executive Officer

ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 23

ATTACHMENT 1

EXHIBIT A

DOCKET NO. 940656-EU
MARCH 9, 1995



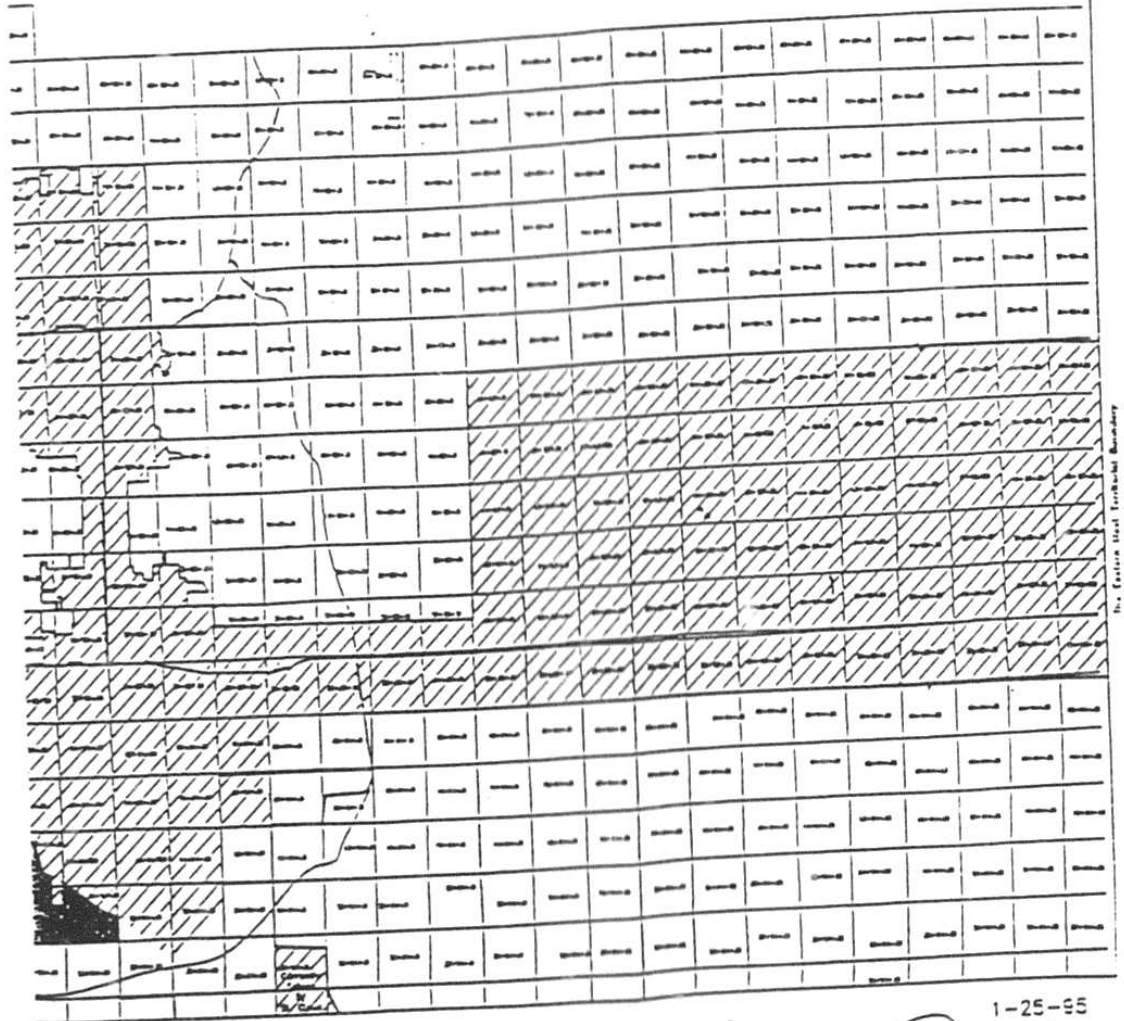
Te

Exhibit "A"

KEYMAP



Orange County,
Florida



rial Agreement
Between
ion and Florida Power Corporation

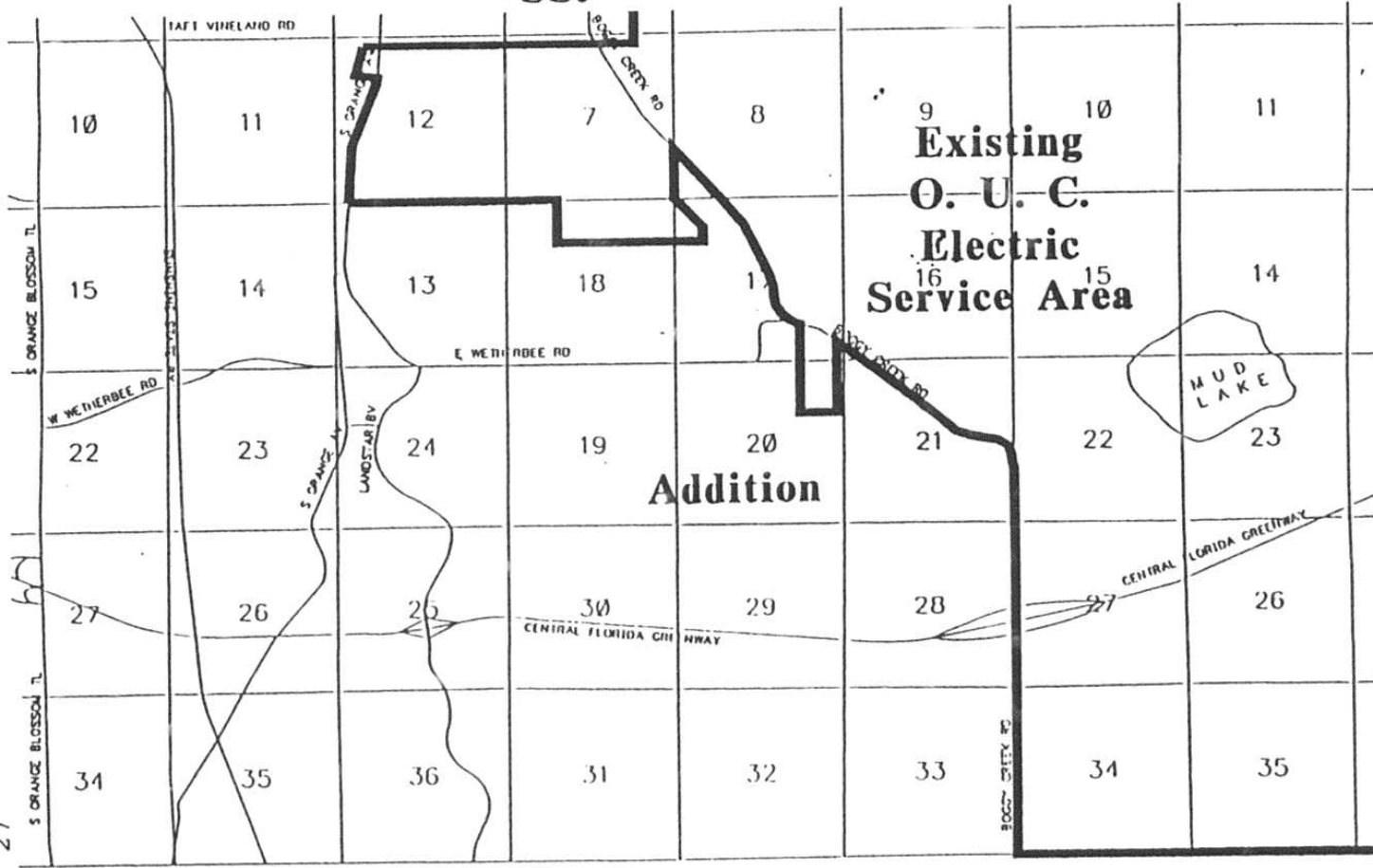
1-25-95
[Handwritten initials]
1/26/95 1/26/95

ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 26

ATTACHMENT 1

EXHIBIT B

Boggy Marsh Area

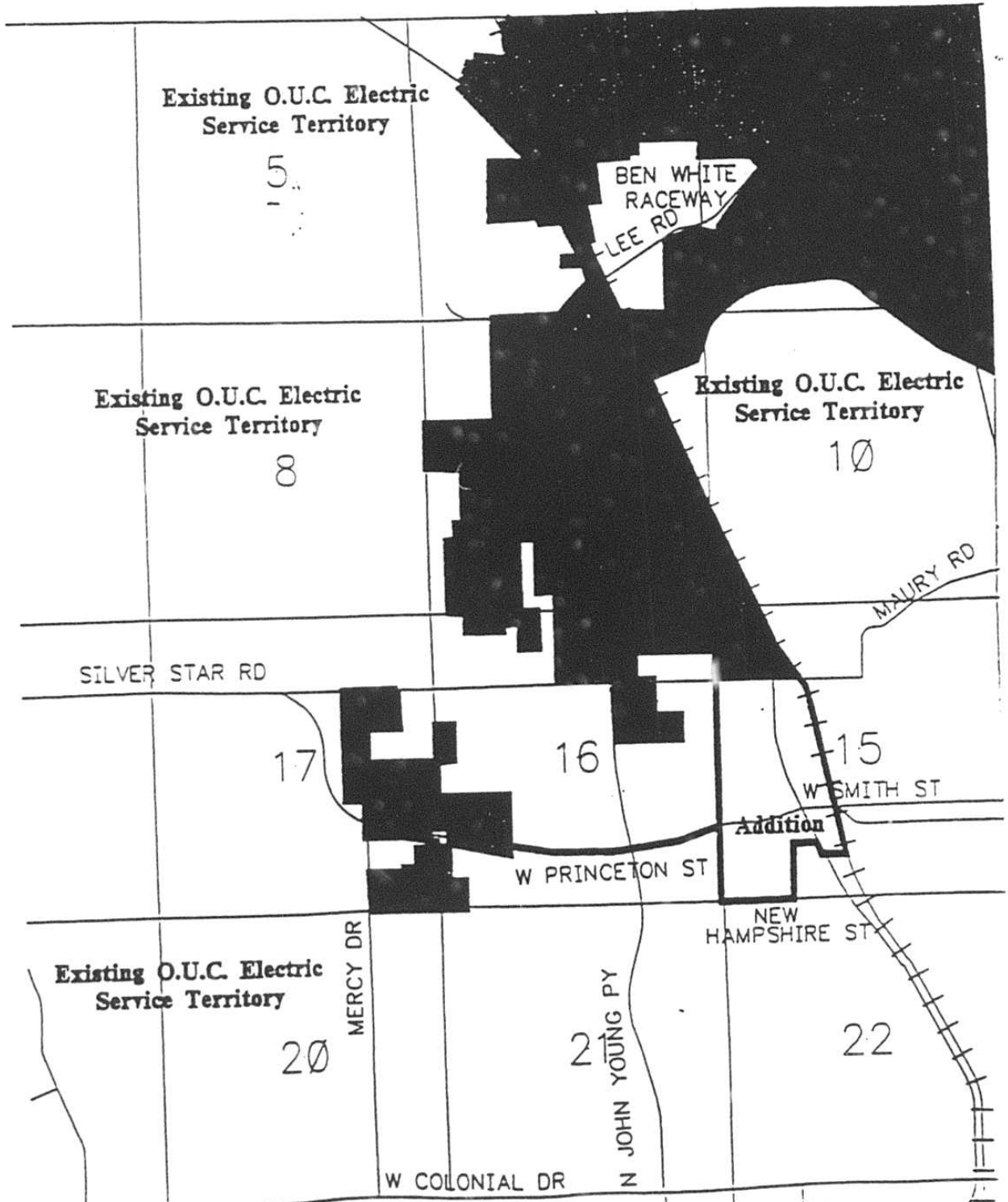


R 20 E

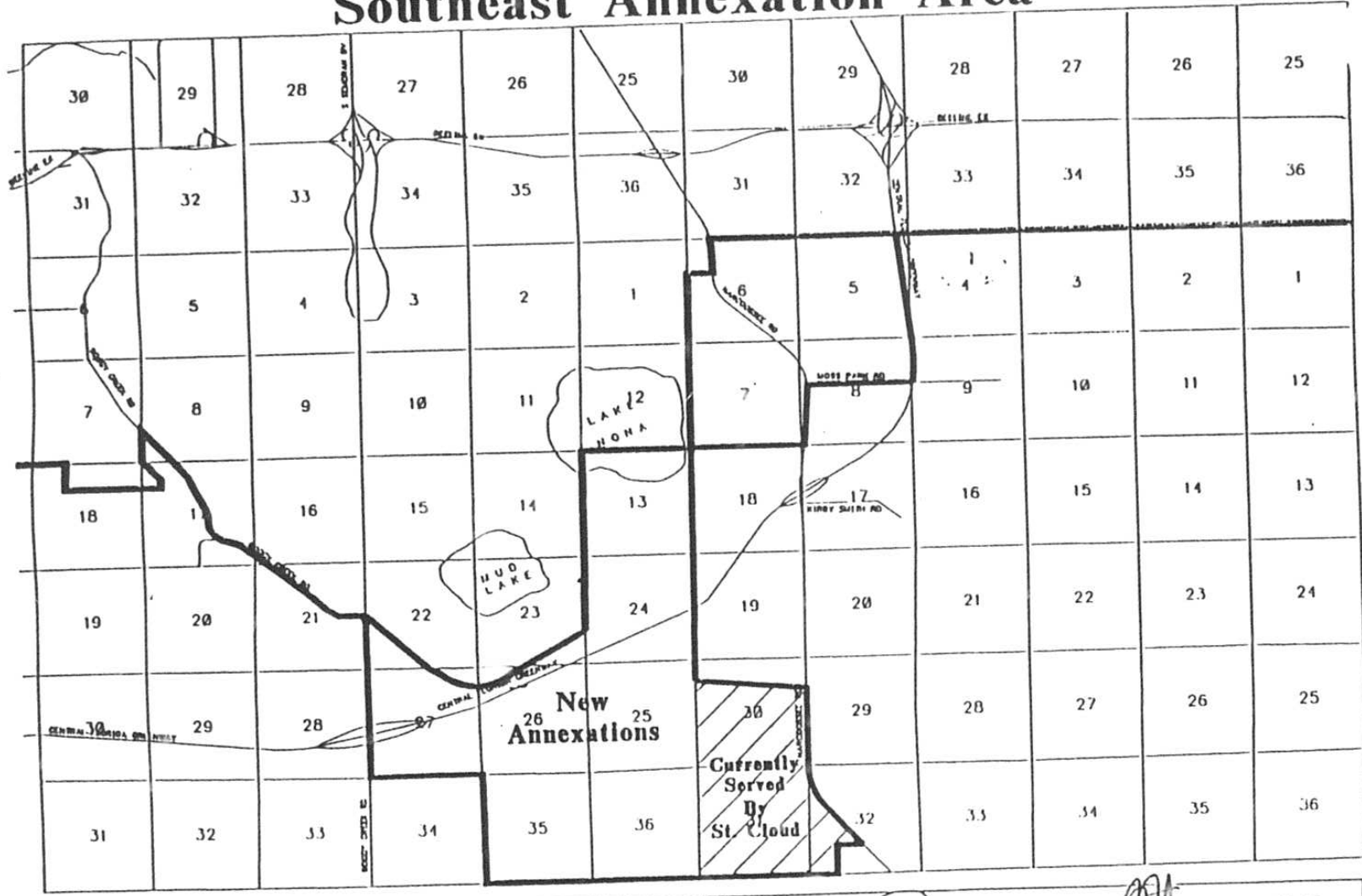
R 30 E

1/1/55

Fairvilla Area



Southeast Annexation Area



D 30 E

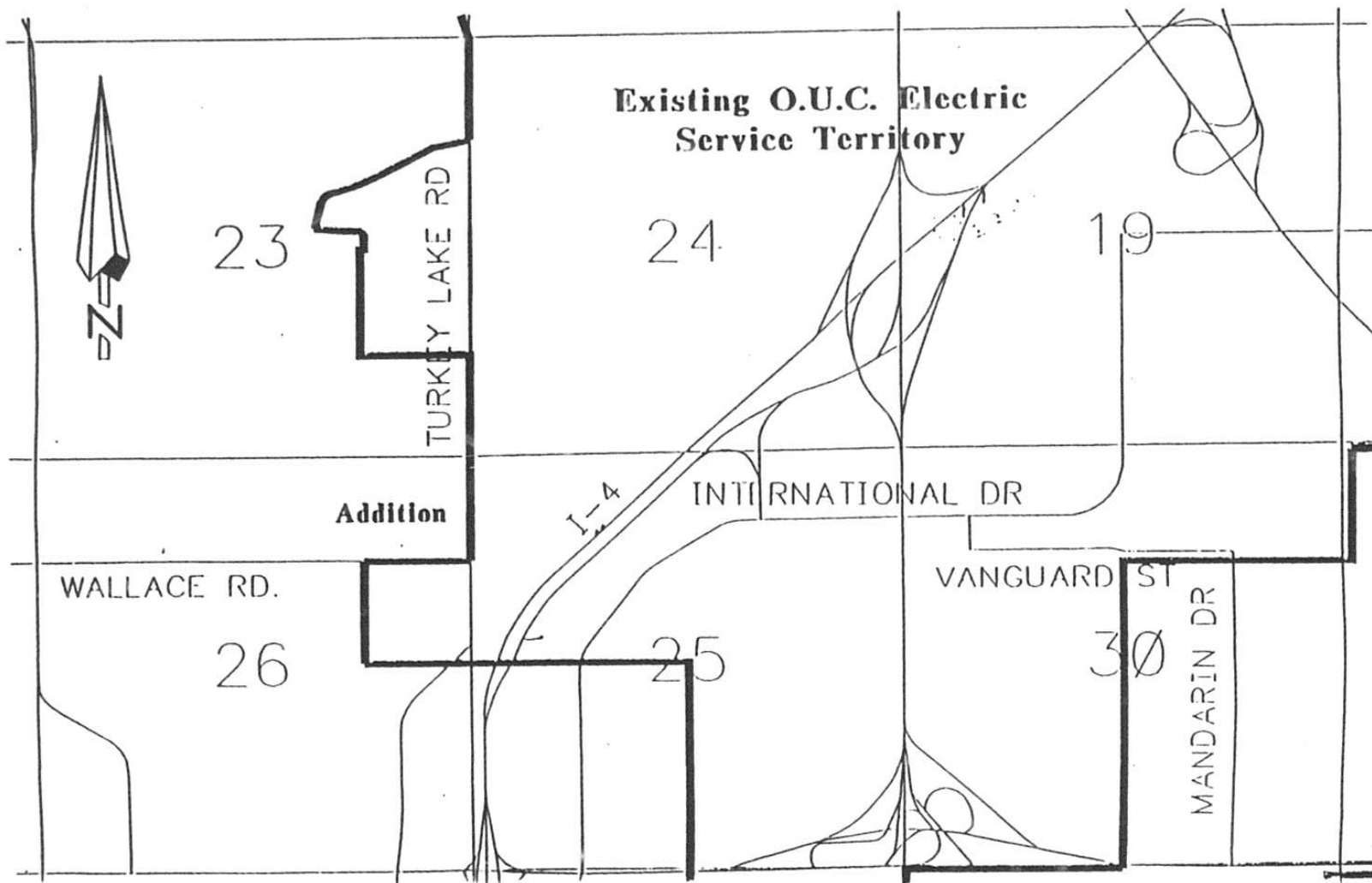
[Handwritten signature]

R 31 E

[Handwritten initials]

1-18-95

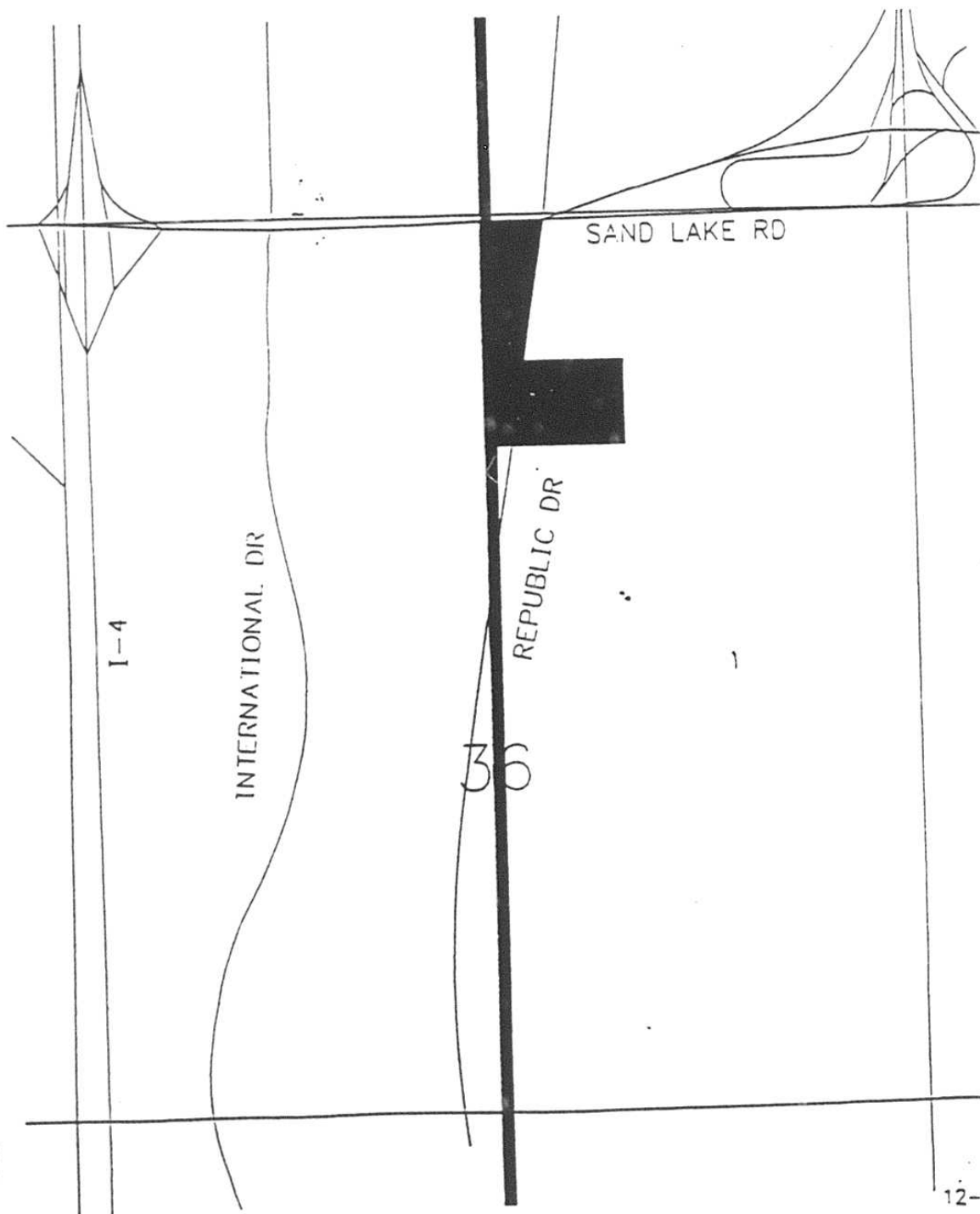
Universal Studios Water Plant Area



International Drive Area



Republic Drive Area



ORDER NO. PSC-95-0440-FOF-EU
DOCKET NO. 940656-EU
PAGE 33

ATTACHMENT 1

EXHIBIT C

Fairvilla
 Customer List

Account Number	Occ	Name	Address	Rev Class	Rate Code
61	2096	4650	8 LAWTON J B	2517 REGENT AV	03 60
61	2096	4660	4 LAWTON J B	2505 REGENT AV	01 01
61	2096	4670	2 LAWTON J B	2503 REGENT AV	03 60
61	2096	4680	2 LAWTON J B	2000 SILVER STAR RD	05 60
61	2096	4690	7 LAWTON J B	1934 SILVER STAR RD	03 60
61	2096	4710	1 COLEMAN PAUL K	2941 STATEN RD	03 60
61	2096	4714	3 LAWTON J B	1934 SILVER STAR #B	03 60
61	2096	4716	6 ALBRECHT JAY H	1934 SILVER STAR #A	03 60
61	2096	4718	3 ALBRECHT JAY H	1934 SILVERSTAR RD #C	03 60
61	2096	4720	1 LAWTON J B	2735 STATEN RD	03 60
61	2096	4730	4 LAWTON J B	2715 STATEN RD	03 60
61	2096	4735	1 ORLANDO WASTE PAPER CO	2715 STATEN RD	03 70
61	2096	4745	1 ORLANDO WASTE PAPER CO	2715 STATEN RD SHOP	03 60
61	2096	4750	1 CAPULLO HARVEY %	ELLMAN DR	03 60
61	2096	4760	5 STRIPES UNLIMITED	1912 ELLMAN ST	03 60
61	2096	4770	2	1914 ELLMAN DR	03 60
61	2096	4771	3	1914 ELLMAN DR #2	03 60
61	2096	4772	4	1914 ELLMAN DR #3	03 60
61	2096	4774	3 ADV MECH SER OF CFLA	1919 ELLMAN ST #A	03 60
61	2096	4776	2 U S PLATING CORP	1919 ELLMAN ST#B	03 60
61	2096	4780	1 BURBAGE PAUL	1911 ELLMAN ST	03 70
61	2096	4790	3 MAJOR SAFETY OFFL INC	1930 SILVER STAR RD#B	03 60
61	2096	4800	6 MAJOR SAFETY OFFL INC	1930 SILVER STAR RD	03 70
61	2096	4810	6 FOX INT'L LTD INC	1924 SILVER STAR RD	03 70
61	2096	4820	1 RUMPF R L JR	1924 SILVER STA RD #R	03 60
61	2096	4830	6 WEAVER HENRY T	1920 SILVER STAR RD	03 60
61	2096	4840	6 DUBRAY DAVID A	1916 SILVERSTAR RD	03 60
61	2096	4850	3 CORTES EULOGIO	1912 SILVERSTAR RD	03 60
61	2096	4860	2 KNIGHTS OF COLUMBUS	1908 SILVER STAR RD	03 60
61	2096	4865	1 BELLSOUTH TELECOMMUN	1908 SILVER STAR REAR	03 60
61	2096	4880	7 ANDERSON GARY S	2924 N O B TR	03 60
61	2096	4885	4 PEREZ JULIO C	2926 N O B TR	03 60
61	2096	4890	1 PETERSON OUTDOOR ADV	S/S SILVER STAR	03 60
61	2096	4891	1 RUST ENI	3002 ORANGE BL SM TR N	03 60
61	2097	0110	5 MANGI RICHARD A	2922 N O B TR 6822	03 60
61	2097	0112	1 MORRIS RICHARD	1930 W ROOSEVELT AV	01 01
61	2097	0130	5 PEREZ JULIO C	2906 N O B TR	03 60
61	2097	0140	1 PETERSON OUTDOOR ADV	441 135FT S/O SIL STR	03 60
61	2097	0180	8 GLASS ONE AUTO SALES	2730 N O B TR	03 61
61	2097	0230	7	2810 N O B TR	03 60
61	2097	0235	4 SCHMIDT SONNY	2812 N O B TR	03 70
61	2097	0250	5 CHURCH STREET CARS	2720 N O B TR	03 60
61	2097	0270	6 DANSON SIGN CO IN	2710 N O B TR OL	03 70
61	2097	0290	4 TUDOR JEFF	2710 N O B TR #R	03 60
61	2097	0294	1 GOMEZ RAFAEL	2820 N O B TR	03 60
61	2097	0300	3 ANDREWS LLANDAFF W	2706 NOB TR	03 60
61	2097	0310	1 CARVER HERMON JR	2708 N O B TR	03 60
61	2097	0315	7 RUBBER MART INC	2700 N O B TR	03 60
61	2097	0320	9 MYSHYNTUK LARRY O	2708 N O B TR	03 70
61	2097	0350	9 RANDALL PLUMBING	2620 N O B TR	03 70

Fairville
 Customer List

Account Number	Occ	Name	Address	Rev Class	Rate Code
61	2097	0360	2 AMERICAN QUICK SIGN	2594 N O B TR	03 60
61	2097	0370	8 PARK PLUMBING &HRDWR	2586 N O B TR	03 70
61	2097	0390	4 MEINERS WORLD FAMOUS	2550 N O B TR	03 60
61	2097	0395	1 PETERSON OUTDOOR ADV	2550 N OBT-SIGN	03 60
61	2097	0420	4 FUCHS BAKING CO	2530 N O B TR	03 70
61	2097	0440	3 FUCHS BAKING CO	2530 NOB TR	03 60
61	2097	0450	3 CENTRAL FLA CIRCUITS	2530 N O B TR	03 60
61	2097	0460	4 CENTRAL FLA CIRCUITS	2545 DIVERSIFIED WY	05 70
61	2097	0480	5 CENTRAL FLA CIRCUITS	2563 DIVERSIFIED WY	03 70
61	2097	0490	1 TRAYLOR CHEMICAL CO	1911 TRAYLOR WY	03 70
61	2097	0510	6 -	1925 TRAYLOR BV	03 60
61	2097	0550	3 -	1945 TRAYLOR BLVD	03 70
61	2097	0552	2 -	1945 TRAYLOR BLVD #B	03 70
61	2097	0570	2 -	1945 TRAYLOR BLVD LTG	03 17
61	2097	0580	3 DR PHILLIPS INC	1940 TRAYLOR BV	03 60
61	2097	0610	4 DR PHILLIPS INC	2500 N O B TR	03 60
61	2097	0640	1 -	2410 N O B TR	03 70
61	2097	0660	1 G M TOOL&FASTENER INC	2420 N O B TR	03 70
61	2097	0680	9 -	2324 N O B TR	03 60
61	2097	0710	2 DR PHILLIPS INC	2400 N O B T HSE MTR	03 70
61	2097	0715	2 THE MEAD CORP	2400 N O B TR	03 70
61	2097	0730	1 E AND S WHOLESALE	2322 N O B TR	03 70
61	2097	0750	6 CZECHOWSKI ROBERT J	2320 N O B TR	03 60
61	2097	0760	5 DR PHILLIPS INC	2318 N O B TR	03 60
61	2097	0770	2 GARDNER,JOHNSON & ASC	2316 N O B TR	03 60
61	2097	0780	1 -	2314 N O B TR	03 70
61	2097	0800	2 DR PHILLIPS INC	2400 DIVERSIFIED WYOL	03 60
61	2097	0820	5 CABINET FACERS	2322 DIVERSIFIED WY	03 60
61	2097	0840	4 PRECISION GRAPHIC INC	2316 DIVERSIFIED WY	03 60
61	2097	0870	5 EMERY-WATERHOUSE	2222 DIVERSIFIED WY	03 70
61	2097	0890	8 ABCO SUPPLIES INC	1918 W PRINCETON AV	03 70
61	2097	0895	5 HUNT SALES & SERV INC	1925 W PRINCETON ST	03 70
61	2097	0905	1 BELLSOUTH TELECOMMUN	2222 DIVERSIFIED WY#E	03 60
61	2097	0910	2 CITY OF ORLANDO	LIFT STATION #51	07 60
61	2097	0920	3 DR PHILLIPS INC	2020 DIVERSIFIED WY	03 70
61	2097	0950	4 SUPERMKT CLEANERS INC	2000 DIVERSIFIED WY	03 60
61	2097	0970	1 MOTILE INC	1900 DIVERSIFIED WY	03 60
61	2097	0990	3 DR PHILLIPS INC	2250 N O B TR	03 60
61	2097	1010	6 D M INDUSTRIES	2200 N O B TR	03 70
61	2097	1020	3 HOOD TRACTOR CO	2120 N O B TR REAR	03 60
61	2097	1030	9 -	2090 N O B TR	03 60
61	2097	1032	1 CSX TRANSPORTATN INC	2090 N O B TR-RR	03 60
61	2097	1050	3 HOOD TRACTOR CO	2120 N O B TR	03 70
61	2097	1320	4 ALUMINUM SERVICE INC	1933 W NEW HAMP ST OL	03 70
61	2097	1340	8 GEAR AND WHEEL INC	1915 STANHOME WY	03 70
61	2097	1350	1 GEAR & WHEEL INC	1965 STANHOME WY	03 70
61	2097	1360	2 GEAR & WHEEL INC	1995 STANHOME WY	03 70
61	2097	1362	6 DAL-TILE CORP	2006 STANHOME WY	03 71
61	2097	1365	5 DR PHILLIPS INC	2016 STANHOME WY	03 60
61	2097	1370	1 UNITED BUS SYS CO	1996 STANHOME WY	03 70

Exhibit "C"

Fairville
 Customer List

Account Number	Occ Name	Address	Rev Class	Rate Code
61 2097 1375	1 R & R SUPPLY INC	1978 STANHOME WY	03	70
61 2097 1380	7 DR PHILLIPS INC	1969 W NEW HAMP STOL	03	71
61 2097 1570	3 CITY OF ORLANDO	FAIRVILLA #66	07	60
61 2097 1580	9 GOULD PUMPS INC	2105 N O B TR	03	70
61 2097 1600	2 DR PHILLIPS INC	2250 N ORANGE BL TR	03	60
61 2097 1610	8 RAVENS MARINE INC	2255 N O B TR	05	70
61 2097 1620	2 THE RECYCLING ENT INC	1625 W SMITH ST	03	70
61 2097 1625	2 CENTRAL SEAFOOD CO INC	1625 W SMITH ST	03	53
61 2097 1627	1 CENTRAL SEAFOOD CO INC	1625 W SMITH ST #B	03	70
61 2097 1628	1 ALLIED FENCE USA CORP	1625 W SMITH ST #A	03	60
61 2097 1630	5 AMAZON HOSE RUBBER CO	2303 N O B TR OL	03	72
61 2097 1631	1 AMAZON HOSE RUBBER CO	FAIRVILLA PARK HSE OL	03	17
61 2097 1660	1 AL'S TIRE & AUTO SERV	2305 N O B TR	03	60
61 2097 1690	4	2325 N ORANGE BLOS TR	03	70
61 2097 1695	6 GARY'S SEAFOOD SP INC	2401 N O B TR	03	70
61 2097 1698	7 DR PHILLIPS INC	2519 N O B TR N SIDE	03	60
61 2097 1701	3 DR PHILLIPS INC	2421 N O B TR	05	60
61 2097 1706	3 SECOND HARVEST FD BK	2407 N O B TR	03	60
61 2097 1721	1 JOHNSON COMMUNIC CORP	2519 N OR BLS TRAIL	03	70
61 2097 1740	3 CITY OF ORLANDO	FAIRVILLA #58	07	60
61 2097 1755	1 CITY OF ORLANDO	HY 441&PRINCETON TFLT	07	28
61 2097 1760	9 FOOD EQUIP DIST INC	2525 N O B TR	03	70
61 2097 1780	4 CHU DIEN	2575 N O B TR	03	70
61 2097 1782	1 SLOAN PAPER CO INC	2571 NOBT	03	60
61 2097 1783	2 NORMAN ENGR CORP	2579 N O B TR #1	03	60
61 2097 1785	2 STAPLETON W J	2583 N O B TR	03	60
61 2097 1786	3 CHAMPLAIN AUGUST	2703 N OBT	01	01
61 2097 1800	1 CHAMPLAIN AUGUST	2705 N O B TR	03	60
61 2097 1803	1 GERMAN ENGINE REBUILT	2707 N O B TR	03	60
61 2097 1805	2 CHAMPLAIN NORMAN E	2709 N O B TR	03	60
61 2097 1810	3 SPECIALITY MILLWORKS	2715 N O B TR	03	70
61 2097 1820	3 MAYHE KATHY L	2825 N OBT #1	03	60
61 2097 1830	4 HEAVENER MICHAEL S	2825 NOBT #2	03	70
61 2097 1840	1 KEMP LESTER	2735 N O B TR	01	01
61 2097 1845	1 PETERSON OUTDOOR ADV	US 441 S/O SILVER SGN	03	60
61 2097 1850	2 EMERALD PACKING CO IN	2813 N O B TR	03	70
61 2097 1860	1 EMERALD PACKING CO IN	2823 N O B TR OL	03	17
61 2097 1870	5 EMERALD PACKING CO IN	2823 N O B TR OL	03	70
61 2097 1900	5 LOPEZ LEONARDO JR	2929 N O B T	03	53
61 2097 1910	1 LOPEZ LEONARDO JR	2929 N O BL TR LFST	03	60
<i>Number of Customers</i>				140

Exhibit "C"

Boggy Marsh Area
 Customer List

Account Number	Customer Name	Service Address	Rev Class	Rate Code
70 1402 05002	WEAGRAFF JULIA J	11788 BOGGY CREEK RD	01	01
70 1402 05601	LOCKE LAWRENCE	11802 BOGGY CREEK RD	01	01
70 1402 05802	ROBINETTE MAYE	11802 BOGGY CREEK RD	01	01
70 1402 10008	BOYKIN LISA A	11788 BOGGY CREEK RD	03	60
70 1402 10202	ALEXANDER PATRICIA F	BOGGY CREEK RD	01	01
70 1402 10402	FORDHAM SHERYL L	11830 BOGGY CREEK RD	01	01
70 1403 13805	LOCKARD DEBORAH H	10802 BOGGY CREEK RD	01	01
70 1403 14804	GRIFFIS CHARLENE B	10808 BOGGY CREEK RD	01	01
70 1403 15002	BRATCHER ALBERT C	10814 BOGGY CREEK RD	01	01
70 1403 25009	WILLIS JULIEANN D	11300 BOGGY CREEK M/H	01	91
70 1403 25207	MOFFITT RUTH M	11300 BOGGY CREEK RD	01	01
70 1403 25408	MOFFITT RUTH M	11300 BOGGY CREEK RD	01	01
70 1403 35601	OUC RAILROAD	BOGGY CREEK WETHERBEE	07	01
70 1403 35801	RAIM MATT C	11400 BOGGY CREEK RD	01	01
70 1403 45804	HENLEY MARY B	11634 BOGGY CREEK RD	01	91
70 1403 46005	HUBE BRIAN R JR	11622 BOGGY CREEK RD T	01	91
70 1403 46205	SERVIS RALPH E	11622 BOGGY CREEK RD	01	91
70 1403 46405	SERVIS RALPH E	11622 BOGGY CREEK RD	01	91
70 1403 47604	LEPORE B F	4575 WETHERBEE RD	01	91
70 1403 47802	LEDDON HILMER	4563 WETHERBEE RD	01	91
70 1403 48002	NERO JOSEPH W	4543 WETHERBEE RD	01	01
70 1403 58001	DAVIS CHARLES L	4055 WETHERBEE RD	01	01
70 1403 68001	YATES P E	4080 WETHERBEE RD	01	01
70 1403 68202	YATES P E	4080 WETHERBEE RD	03	60
70 1403 68402	YATES LINDA S	4106 WETHERBEE RD	01	01
70 1403 78401	LONG CHARLES A	4322 WETHERBEE RD	01	01
70 1403 80202	HALL BRIAN D	4488 WETHERBEE RD	01	01
70 1403 80402		4500 WETHERBEE RD	01	01
70 1403 80601	YOUNG DEAN C	4513 WETHERBEE RD	01	01
70 1403 80806	NOLTE PHYLLIS E	4551 WETHERBEE RD	01	01
70 1403 81002	PERRINE VON D	4532 WETHERBEE RD	01	01
70 1403 81202	JOHNSON KATHRYN A	4550 WETHERBEE RD	01	91
70 1403 81407		WETHERBEE RD	01	01
70 1403 81602	LYONS ROGER B	4564 WETHERBEE RD	01	01
70 1403 81804		4576 WETHERBEE RD	01	01
70 1403 82004	SHANNON JOSEPH W	4576 WETHERBEE RD	01	01
70 1403 83001	BELLSOUTH TELECOMM	4646 WETHERBEE #3E244	03	60
70 1403 83203	HARR RAYMOND	4646 WETHERBEE RD	01	01
70 1906 03702	ORANGE CO TRAFFIC EN	BOGGY CRK NE BLTWY SIG	07	28
70 1801 10602	CABLEVISION IND CF INC	11202 S ORANGE AV CBL	03	70
70 1801 37002	NORTHRUP BARBARA V	11401 WETHERBEE RD	01	01
70 1801 43405	RIVERA MARIA	WETHERBEE RD	01	01
70 1801 43609	ABNER BILLY G	205 WETHERBEE RD	01	01
70 1801 46801	CSX TRANSPORTATION IN	WETHERBEE RD & SR 527	03	60
70 1801 47001	OUC RAILROAD	OUC RR WETHERBEE/527N	07	60
70 1801 49201	DOMINY THOMAS E	11215 SR 527	03	60
70 1801 49403	DOMINY THOMAS E	11215 SR 527	01	01
70 1801 49607	DOMINY THOMAS E	11215 SR 527	01	01
70 1801 49801	DOMINY THOMAS E	11215 SR 527	01	01

Exhibit "C"

Boggy Marsh Area
Customer List

Account Number	Customer Name	Service Address	Rev Class	Rate Code
70 1801 50204	WELDNER JEFFREY J	11021 SR 527	01	01
70 1801 50601	CSX TRANSPORTATION IN	RR X SR 527 & WETHERB	03	60
70 1900 50005	ABNER BILLY G	716 WETHERBEE RD	01	01
70 1900 60207	WRIGLESWORTH CRAIG V	11618 HAPPY HOLLOW LN	01	01
70 1900 60401	MURRAY STEVEN P	11600 HAPPY HOLLOW LN	01	01
70 1900 70602	GREAM V E	12201 WETHERBEE RD	01	01
70 1900 71001	REED HOWARD W	12207 WETHERBEE RD	01	01
70 1900 71202	CABLEVISION IND CF	WETHERBEE RD CATV	03	28
70 1900 72003	MARTINEZ JOSE R	601 WETHERBEE RD	01	01
<i>Number of Customers</i>				58

Exhibit "C"

Universal Property
Customer List

					Rev	Rate
	Account Number	Customer Name	Service Address	Class	Code	
66	0952	07504 TILLMAN SHARON ANN	6743 MANLEY SMITH RD	01	01	
66	0952	08001 MT AVERY BAPTIST CH	E SAND LAKE RD	03	60	
66	0952	08504 TAYLOR LEE E	6100 MANLIE SMITH RD	01	01	
66	0952	10001 MITCHELL JOSEPH	6860 TURKEY LAKE RD	01	01	
66	0952	10502 BROXTON TOM	6840 TURKEY LAKE RD	01	01	
66	0952	11002	6820 TURKEY LAKE RD	01	91	
66	0952	11501 CITY OF ORLANDO	TURKEY LAKE & WALLACE	07	28	
66	0952	12204 BUTLER ADAM C	6752 TURKEY LAKE RD	01	01	
66	0952	12501 CABLEVISION IND CF IN	7121 WALLACE RD	03	28	
66	0952	13001 MOORE SAVANNAH	7121 WALLACE RD	01	01	
66	0952	13501 UNIVERSAL STUDIOS FL	6911 DAISY ST	01	01	
66	0952	14001 EBON TEMPLE INC	7255 WALLACE RD	03	70	
					<hr/>	
<i>Number of Customers</i>					12	

Exhibit "C" Southeast Annexation
 Customer List

Account Number	Customer Name	Service Address	Rev Class	Rate Code
70 0512 05001	LAKE NONA CORP	11100 NARCOOSSEE RD	03	70
70 0512 05201	LAKE NONA CORP	11100 NARCOO RD GT HS	03	70
70 0512 05401	LAKE NONA CORP	LAKE NONA ENT LT	03	60
70 0512 05603	CITY OF ORLANDO	LAKE NONA LS#126	03	60
70 0512 06001	LAKE NONA CORP	9801 LK NONA RD E LTS	03	60
70 0512 06201	LAKE NONA CORP	11100 NARCO RD #41PMP	03	60
70 0512 06401	LAKE NONA CORP	11100 NARCOOSS RD PLT	03	70
70 0512 06601	LAKE NONA CORP	10202 CHILT GAR DR LT	03	60
70 0512 07001	SOOKHAKTCH SAM	10106 CHILTERN GDN	01	01
70 0512 07111	DAVID BOOTH CONST	10112 CHILTERN GARDEN DR#2	03	60
70 0512 07202	BRADY BRENDA L	10130 CHILTERN GAR DR	01	01
70 0512 07601	CHRISTOPHER MASON H	10154 CHILTERN GAR DR	01	01
70 0512 07802	LAKE NONA CORP	10202 CHILTERN GAR DR	01	01
70 0512 08003	ONODERA KATSUYUKI	10208 CHILTERN GAR DR	01	01
70 0512 08241	BERTRAND GARY	10142 CHILTERN GARDEN DR	01	01
70 0512 08202	STURDEVANT BRIAN C	10214 CHILTERN GAR DR	01	01
70 0512 08401	PIPER PAUL P	10220 CHILTERN GAR DR	01	01
70 0512 08602	DUX INTERIORS INC	10226 CHILTERN GAR DR	01	01
70 0512 08803	ASPINWALL LLOYD III	10232 CHILTERN GAR DR	01	01
70 0512 08901	LAKE NONA CORP	9875 COVENT GDN DR LT	03	60
70 0512 09003	LALLOS RICHARD	10238 CHILTERN GAR DR	01	91
70 0512 09201	PAVLK RAYMOND	10244 CHILTERN GAR DR	01	01
70 0512 09402	MURPHY LAWRENCE	10250 CHILTERN GAR DR	01	91
70 0512 09602	BRACK REGINALD K JR	10256 CHILTERN GAR DR	01	01
70 0512 09803	OGLE BRETT J	10262 CHILTERN GAR DR	01	01
70 0512 10001	LAKE NONA CORP	11100 NARCOOS RD CLUB	03	70
70 0512 10601	THRONEBURG LARRY M	9217 CROMWELL PARK PL	01	01
70 0512 11201	LEWIS STEVEN M	9218 CROMWELL PARK PL	01	01
70 0512 11402	ROBINSON JOHN H	10481 CROMWELL GROVE	01	01
70 0512 11601	KEARCE CLARENCE O	10473 CROMWELL GROVE TER	01	01
70 0512 13001	JAMIESON PETER G	9213 CROMWELL GDNS CT	01	01
70 0512 13401	MEALEY DONALD C	9220 CROMWELL GARDENS	01	01
70 0512 13602	HARBAUGH JAMES J	9206 CROMWELL GARDENS	01	01
70 0512 14801	LAKE NONA CORP	11100 NARCOOSS RD PMP	03	60
70 0512 15001	LAKE NONA CORP	11100 NARCOOS RD WELL	03	60
70 0512 15101	LAKE NONA CORP	9123 SLOANE ST LIGHTS	03	60
70 0512 17201	INGERSOLL RAND RESID	9174 SLOANE PL	01	01
70 0512 17401	MCMULLEN JOHN J	9204 SLOANE PL	01	01
70 0512 18151	REICHEL RICK	9222 SLOANE ST	01	01
70 0512 18401	DAVID BOOTH CONST	9228 SLOANE ST	01	01
70 0512 20001	LAKE NONA CORP	11100 NARCO RD #12BTR	03	60
70 0512 20201	LAKE NONA CORP	11100 NARCO RD #6BTRM	03	60
70 0512 21351	H & R BLDRS	9240 SLOANE ST #18	03	60
70 0512 21441	ZYDERFELD JOOST P	9234 SLOANE ST	01	01
70 0512 22403	CITY OF ORLANDO	SLOAN ST LS#127	03	60
70 0512 22601	PANOUSIS PETER	9113 SLOANE ST	01	01
70 0512 24202	SBBS PROP	10517 CROMWELL GR TER	01	01
70 0512 24403	SPEARMAN MITCHELL	10509 CROMWELL GR TER	01	01
70 0512 24801	ZUKOSKI RICHARD T	10497 CROMWELL GR TER	01	01

Exhibit "C" Southeast Annexation
 Customer List

Account Number	Customer Name	Service Address	Rev Class	Rate Code
70 0512 25001	LAKE NONA CORP	10457 CROMW GR TER LT	03	60
70 0512 25802	SOLOMON MICHAEL D	10465 CROMWELL GR TER	01	01
70 0512 26001	SMULYAN JANINE	10457 CROMWELL GR TER	01	01
70 0512 26402	DEVRIES BRIAN G	9300 THURLOE PL	01	01
70 0512 26602	SIDHU RUPINDER S	9308 THURLOE PL	01	01
70 0512 26801	EINHOUSE JEFFREY D	9316 THURLOE PL	01	01
70 0512 27002	HOOD ROBERT C	9324 THURLOE PL	01	91
70 0512 27201	OWEN CHARLES R D	9332 THURLOE PL	01	01
70 0512 27604	SAIN GARY C	9348 THURLOE PL	01	91
70 0512 27801	GREGG ELLEN R	9356 THURLOE PL	01	01
70 0512 28002	GARDENER GEOFF CHAS	9364 THURLOE PL	01	01
70 0512 28402	ZANOWSKI CHARLES S	9404 THURLOE PL	01	01
70 0512 29203	BAY LIFE BLDG CO	9436 THURLOE PL	01	01
70 0512 29801	MOTES CARL D	9460 THURLOE PL	01	91
70 0512 30221	STAHLEY SCOTT R	9500 TAVISTOCK RD	01	01
70 0512 31801	LAKE NONA CORP	9548 TAVISTOCK CT	01	01
70 0512 32002	KODY OVERSEAS HOLDI	9608 TAVISTOC CT #A-4	01	01
70 0512 32202	LEDBETTER KELLY R	9606 TAVISTOC CT #A-3	03	70
70 0512 32403	URICCHIO JOSEPH DR	9604 TAVISTOCK CT	01	01
70 0512 32551	BOS HELEN RASKA	9501 TAVISTOCK RD #1	03	60
70 0512 32501	LAKE NONA CORP	9602 TAVISTOCK CT	01	01
70 0512 33621	MEZARDJIAN GROUP	9673 BRYANSTON DR	01	01
70 0512 33801	MEZARDJIAN EDWARD D	9648 BRYANSTON DR	01	01
70 0512 34803	CITY OF ORLANDO	TRAVISTOCK RD LS#128	03	60
70 0512 35001	LAKE NONA CORP	9801 LK NONA RD GT LTS	03	60
70 0512 35201	LAKE NONA CORP	11100 NARCOOS RD FTNS	03	70
70 0512 35401	LAKE NONA CORP	9801 LK NONA RD ENTR	03	60
70 0512 39171	MEZARDJIAN GROUP	COVENT GDN DR CONSTTR	03	60
<i>Number of Customers</i>				<i>77</i>