



Florida Power & Light Company, P. O. Box 029100, Miami, FL 33102-9100

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FPSC - Records/Reporting

VIA FEDERAL EXPRESS

February 20, 1998

980274-ELU

Ms. Blanca S. Bayó, Director  
Division of Records and Reporting  
Florida Public Service Commission  
Betty Easley Conference Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: **Petition of Florida Power & Light Company for Approval of  
Amendment No. 2 to Its Territorial Agreement with Peace River  
Electric Cooperative, Inc.**

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
98 FEB 23 AM 8 48  
MAIL ROOM

Dear Ms. Bayó:

Enclosed for filing with the Commission are the original and fifteen copies of the above-referenced Petition. An additional copy of the Petition is also enclosed, on which I would appreciate your noting the Docket Number and then returning it to me in the accompanying, postage-paid envelope. Thank you.

Very truly yours,

David L. Smith  
Senior Attorney

DLS:plm

Enclosures

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FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02500 FEB 23 98

FPSC RECORDS/REPORTING

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Florida Power & Light  
Company for Approval of Amendment No. 2  
to Its Territorial Agreement with Peace River  
Electric Cooperative, Inc.

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)  
)  
)

Docket No. 980274-EU  
Filed: February 23, 1998

**PETITION FOR APPROVAL OF AMENDMENT TO  
TERRITORIAL AGREEMENT**

Pursuant to Section 366.04(2)(d), F.S. (1995), and Rules 25-6.0440(1) and 25-22.036(4)(b), F.A.C., Florida Power & Light Company ("FPL") hereby petitions the Florida Public Service Commission ("Commission") to approve an Amendment No. 2 to the existing Territorial Agreement between FPL and Peace River Electric Cooperative, Inc. ("PRECO"), changing a portion of the parties' territorial boundary in Manatee County, Florida.

1. Any pleading, motion, notice, order or other document required to be served in this proceeding or filed by any other party to this proceeding should be forwarded to the following individuals:

W. G. Walker, III  
Vice President  
Regulatory Affairs  
Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

David L. Smith, Esquire  
Law Department  
Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

DOCUMENT NUMBER-DATE  
02500 FEB 23 1998  
FPLC-RECORDS/REPORTING

William T. Mulcay, Jr.  
General Manager  
Peace River Electric Cooperative, Inc.  
P.O. Box 1310  
Wauchula, Florida 33873

## HISTORY

2. By Order No. 18332 issued on October 22, 1987, in Docket No. 870816-EU, the Commission approved the original Territorial Agreement between FPL and PRECO delineating FPL's and PRECO's respective service territories in DeSoto, Hardee, Manatee and Sarasota Counties. Order No. 18332 was then finalized by Order No. 19140 issued on April 13, 1988, following a prospective customer's filing of an objection to the Territorial Agreement. An amendment to the original Territorial Agreement was approved by the Commission's Order No. 24671 issued on June 17, 1991, in Docket No. 910148-EU, modifying a portion of the territorial boundary between FPL and PRECO in Manatee County. For ease of reference, copies of Orders Nos. 18332, 19140 and 24671 are Attachments A, B and C, respectively, to this Petition. The text of the original Territorial Agreement is appended to Order No. 18332 (Attachment A).

3. Section 1 of the original Territorial Agreement provides in relevant part:

Section 1 - Term. This Agreement shall become effective upon approval as a territorial agreement by the Florida Public Service Commission and shall continue in effect until termination, or until supplemented or amended by mutual written agreement of the parties and approval by the Florida Public Service Commission. . .

4. Section 6 of the original Territorial Agreement provides as follows:

Section 6 - Elimination of Overlapping Services. FPL and PRECO agree to use reasonable efforts to eliminate, during the term of this Agreement, electric services by either party in the retail service areas of the other party. This effort shall include the identification of potential customer and facilities transfers which would eliminate duplication of facilities or avoid hazardous conditions. Any transfers shall be subject to review and approval by the Florida Public Service Commission.

### **APPROVAL BEING SOUGHT**

5. FPL and PRECO have entered into Amendment No. 2 ("Amendment No. 2") to their Territorial Agreement, dated as of January 27, 1998. A copy of Amendment No. 2 is Attachment D to this Petition.

6. By this Petition, FPL is, with the concurrence of PRECO, seeking the Commission's approval of Amendment No. 2, which reflects a minor change in the parties' territorial boundary in Manatee County, Florida, as previously approved in 1987 and 1991. Exhibit A to Amendment No. 2 is a map depicting the applicable geographical area in Manatee County. Such Exhibit A was Page 28 of 33 of Exhibit A to the original FPL/PRECO Territorial Agreement approved by the Commission's Order No. 18332. Section 3 of Amendment No. 2 explains further:

The area highlighted on Amendment No. 2 -- Exhibit A is a residential subdivision called Saddlebag Creek Ranches, and represents Phase I of that development. As depicted on this map, Phase I of Saddlebag Creek Ranches straddles the existing territorial boundary between FPL's and PRECO's service areas. The majority of the lots in Phase I lie within FPL's service area. This Amendment No. 2 would transfer the highlighted area north of the existing

territorial boundary from PRECO to FPL to enable FPL, which already has distribution facilities in the area, to serve the entire development. No electrical facilities or existing customers will be exchanged or transferred by either FPL or PRECO. A metes and bounds description of the area to be transferred is set forth on Amendment No. 2 -- Exhibit B.

7. Attachment E to this Petition is entitled "Sketch of Description @ Saddlebag Creek Ranches," which is the source of the metes and bounds description set forth on Exhibit B to Amendment No. 2.

8. Attachment F to this Petition is an FPL primary map showing the proximity of FPL's overhead distribution facilities to Phase I of Saddlebag Creek Ranches.

9. Attachment G to this Petition is a Florida Department of Transportation General Highway Map of Manatee County depicting Saddlebag Creek Ranches, Phase I.

10. Attachment H to this Petition is an FPL Revenue Work Order identifying the electrical facilities which would have to be installed to serve the northern portion of Phase I of Saddlebag Creek Ranches. The estimated total cost of this installation is \$57,779. PRECO's nearest distribution facilities are approximately five miles away. For PRECO to extend its facilities to Phase I of Saddlebag Creek Ranches would necessitate a significant contribution in aid of construction ("CIAC") to be paid by Mr. Jarvis Williams, the subdivision developer. Thus, FPL's providing service to the entire subdivision will avoid the assessment of any CIAC, and will promote more efficient use of, and avoid uneconomic duplication of, existing electrical distribution facilities.

11. As indicated in Section 3 of Amendment No. 2 (quoted above in paragraph 6 of this Petition), "[n]o electrical facilities or existing customers will be exchanged or transferred by either FPL or PRECO" under Amendment No. 2.

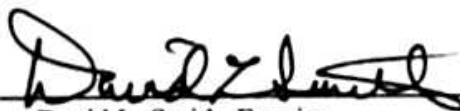
12. Except as sought to be modified herein by Commission approval of Amendment No. 2, the FPL/PRECO Territorial Agreement (as once previously amended) would remain unaltered and in full force and effect.

13. Due to the impenyency of home construction in Saddlebag Creek Ranches, FPL respectfully requests that, to the extent possible, the Commission expedite the review and approval process for Amendment No. 2.

**WHEREFORE**, FPL (with the concurrence of PRECO) respectfully requests the Commission to find and determine that Amendment No. 2 to the FPL/PRECO Territorial Agreement (Attachment D) is necessary in the public interest and is therefore approved for the reasons and in the manner set forth herein.

Respectfully submitted,  
FLORIDA POWER & LIGHT COMPANY

By:

A handwritten signature in black ink, appearing to read "David L. Smith", written over a horizontal line.

David L. Smith, Esquire  
Law Department  
Florida Power & Light Company  
9250 W. Flagler Street, #6514  
Miami, Florida 33174  
(305) 552-3924

Attorney for Florida Power &  
Light Company

Dated February 20, 1998

# **ATTACHMENT A**



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of )  
Territorial Agreement Between Florida ) DOCKET NO. 870816-EU  
Power & Light Company and Peace River ) ORDER NO. 18332  
Electric Cooperative, Inc. ) ISSUED: 10-22-87  
)

The following Commissioners participated in the disposition of this matter:

KATIE NICHOLS, Chairman  
THOMAS M. BEARD  
GERALD L. GUNTER  
JOHN T. HERNDON  
MICHAEL McR. WILSON

NOTICE OF PROPOSED AGENCY ACTION

ORDER APPROVING TERRITORIAL AGREEMENT BETWEEN FLORIDA  
POWER & LIGHT COMPANY AND PEACE RIVER ELECTRIC COOPERATIVE, INC.

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 adversely affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

By Joint Petition filed July 27, 1987, Florida Power & Light Company and Peace River Electric Cooperative, Inc. requested approval of a territorial agreement. The purpose and intent of the agreement is to eliminate and avoid needless and wasteful expenditures which result from unrestrained competition between utilities operating in overlapping service areas. The agreement delineates the utilities' respective service territories in Manatee, Sarasota, DeSoto and Hardee Counties. There are no customers or facilities to be exchanged by the parties pursuant to this agreement.

This Commission is empowered to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction, pursuant to Section 366.04(2)(d), Florida Statutes. The agreement is appended to this order as Attachment A.

Having reviewed all documents filed in this docket, we find that it is in the best interest of the public and the utilities to approve the territorial agreement. This agreement will enhance the utilities' ability to plan for and serve the expected growth in their respective electrical service areas and reduce wasteful conflict. It is, therefore,

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's and Peace River Electric Cooperative, Inc.'s Joint Petition for Approval of Territorial Agreement is approved.

By ORDER of the Florida Public Service Commission,  
this 22nd day of October, 1987.

  
STEVE TRIBBLE, Director  
Division of Records and Reporting

(SEAL)

MRC

**TERRITORIAL AGREEMENT**

This Territorial Agreement (Agreement) is made and entered into this 17<sup>th</sup> day of July, 1987, by and between Florida Power & Light Company, ("FPL"), an investor-owned electric utility, and Peace River Electric Cooperative, Inc. ("PRECO"), an Electric Cooperative, referred to herein collectively as the parties.

WHEREAS, FPL & PRECO furnish electric service to the public within the following counties: Manatee, Sarasota, DeSoto and Hardee; and

WHEREAS, the respective areas in which the parties are providing service are contiguous and overlapping in some areas with the result that in the future substantial and uneconomic duplication of service facilities may occur unless such duplication is precluded by a territorial agreement; and

WHEREAS, the Florida Public Service Commission has determined that territorial agreements which preclude the duplication of facilities between utilities with contiguous and overlapping areas of service are in the public interest; and

WHEREAS, the Florida Public Service Commission is empowered by Section 366.04, Florida Statutes, to approve territorial agreements; and

## ATTACHMENT A PAGE 2 of 7 Pages

WHEREAS, the parties desire to avoid the duplication of facilities and to otherwise realize the benefits of defined retail service boundary;

NOW, THEREFORE, in fulfillment of the premises, and in consideration of the mutual obligations contained herein, the parties agree as follows:

Section 1 - Term. This Agreement shall become effective upon approval as a territorial agreement by the Florida Public Service Commission and shall continue in effect until termination, or until supplemented or amended by mutual written agreement of the parties and approval by the Florida Public Service Commission, but in no event for a period exceeding thirty (30) years from the date of the rendering of the Florida Public Service Commission's Order approving this Agreement. Thereafter, the Agreement may automatically be extended for succeeding periods of five (5) years except that this Agreement may be terminated by either party after expiration of the thirty (30) year period or succeeding five (5) year period upon one (1) year's written notice to the other party.

Section 2 - Scope. This Agreement shall be applicable to retail electric service by the parties in the counties mentioned above as depicted on the maps contained in Exhibit A hereto.

Section 3 - Service Areas. The areas identified as "FPL" areas on the maps contained in Exhibit A are hereby allocated to FPL as its retail service areas. The areas identified as "PRECO" areas on the maps contained in Exhibit A are hereby allocated to PRECO as its retail service areas.

Section 4 - Service Obligations. Each party shall have the exclusive right and obligation to provide retail electric service to the public in its designated retail service areas as set forth in Section 3. Except as provided in Section 5, the parties agree that neither party will provide nor offer to provide electric service at retail at points of delivery located in the territory allocated to the other party.

Section 5 - Extra-territorial Service. Each party hereby retains the right and obligation to continue to provide retail electric service at existing points of delivery, which are in the retail service areas of the other party, at the time this Agreement becomes effective. Existing points of delivery shall mean service drops and underground service laterals which are physically connected to the customer's property, whether energized or not. Each party may maintain, repair and replace its facilities used to service such existing points of delivery.

For purposes of this section, the party in whose retail service area the customer is located is referred to as the "host utility." The party serving a customer in the retail service area of the other party is referred to as the "foreign utility."

A. If service is being provided at an existing point of delivery by a foreign utility and the service requirements change or if service is to be provided at a new point of delivery which is near the facilities of a foreign utility, the host utility shall provide the service except the host utility may request in writing, and the foreign utility may in its discretion agree, that the service be provided by the foreign utility subject to a transfer of the service to the host utility when the host utility determines that it is appropriate to extend its facilities.

B. Customers to be transferred as provided in subsection A shall be notified at the time the parties agree on the service arrangement that, at such time as it becomes economic and efficient for the host utility to provide service, thereafter their service shall be provided by the host utility.

Section 6 - Elimination of Overlapping Services. FPL and PRECO agree to use reasonable efforts to eliminate, during the term of this Agreement, electric services by either party in the retail service areas of the other party. This effort shall include the identification of potential customer and facilities transfers which would eliminate duplication of facilities or avoid hazardous conditions. Any transfers shall be subject to review and approval by the Florida Public Service Commission.

Section 7 - Utility Facilities. Nothing in this Agreement shall be construed to prevent or restrict either party from locating, constructing, maintaining, repairing or replacing its transmission, substation, or other related facilities in the retail service areas of the other party.

Section 8 - Wholesale Electric Services. Nothing in this Agreement shall be construed to apply to the provision by either party of bulk power supply for resale, transmission, interchange or other similar wholesale electric services between electric utilities.

Section 9 - Regulatory Approval. This Agreement shall become effective only upon approval by, and shall be subject to the authority of the Florida Public Service Commission. Neither party shall be bound hereunder in any way until that approval is obtained. The Agreement of the parties hereto is conditioned upon approval of this Agreement without modification.

Section 10- Notices. Any notices given under this Agreement to FPL shall be provided to Division Commercial Manager, Florida Power & Light Company, P. O. Box 1119, Sarasota, Florida. Any notices given under this Agreement to PRECO shall be provided to General Manager, Peace River Electric Cooperative, Inc., P. O. Box 1310, Wauchula, Florida 33873.

**Section 11 - Amendment.** This Agreement may be amended only by mutual written agreement of the parties.

**Section 12 - Successors and Assigns.** Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give to any person or corporation, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

**Section 13 - Headings.** The section headings in this Agreement are for reference purposes only and shall not be considered in construing or interpreting this Agreement.

**Section 14 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the establishment of defined retail electric service areas where the areas served by the parties are contiguous or overlapping. All prior agreements, understandings or practices with respect to retail electric service areas shall be deemed to have been merged herein and superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this



Territorial Agreement as set forth below.

ATTEST:

  
Secretary

FLORIDA POWER & LIGHT COMPANY

BY: \_\_\_\_\_

NAME 

TITLE Division Vice President

ATTEST:

  
Earl Crawley, Secretary

PEACE RIVER ELECTRIC COOPERATIVE,  
INC.

BY: \_\_\_\_\_

NAME 

TITLE President

# **ATTACHMENT B**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of Territorial Agreement between Florida Power & Light Company and Peace River Electric Cooperative, Inc. ) DOCKET NO. 870816-EU  
 )  
 ) ORDER NO. 19140  
 ) ISSUED: 4-13-88

The following Commissioners participated in the disposition of this matter:

THOMAS M. BEARD  
 JOHN T. HERNDON

ORDER DISMISSING PETITION AND FINALIZING ORDER NO. 18332

BY THE COMMISSION:

On October 22, 1987, this Commission issued Order No. 18332 proposing to approve a territorial agreement between Florida Power & Light Company (FPL) and Peace River Electric Cooperative, Inc. (Peace River). That agreement delineates the utilities' respective service territories in Manatee, Sarasota, DeSoto, and Hardee Counties.

On November 10, 1987, Schroeder-Manatee, Inc. (Schroeder-Manatee or petitioner) objected to the agreement and requested a formal hearing under Subsection 120.57(1), Florida Statutes (1987). On February 2, 1988, the Commission voted to dismiss the petition but allowed petitioner fifteen days in which to file an amended petition. Prior to the Commission's formal order (Order No. 18868) memorializing the dismissal, Schroeder-Manatee filed an amended petition. Peace River filed a response to the amended petition urging that the petition be dismissed on the ground Schroeder-Manatee lacked standing to request a Section 120.57(1) hearing.

Having reviewed the amended petition, we find again that petitioner has failed to demonstrate that its substantial interests will be affected by the proposed agency action. Although the amended petition contains a more complete set of factual allegations, and alleges an injury-in-fact that may occur if the agreement is approved, such injury still lacks the requisite immediacy and reality that must be shown to demonstrate standing. More specifically, in order for an injury to occur, Schroeder-Manatee must first build a residential/resort community, and Peace River must thereafter be unable to adequately and reliably provide electric service to that community. Since the agency action will not cause the injury, but is wholly dependent upon these two intervening factors, the alleged injury is speculative and indirect and cannot confer standing upon Schroeder-Manatee.

Even though Schroeder-Manatee has not pled an "injury-in-fact" caused by the agency action, it should be noted that it has also failed to pass muster on the second part of the two-part standing test first established in Agri-Chemical Company v. Department of Environmental Regulation, 106 So.2d 478 (Fla. 2nd DCA 1981). Under the second part, petitioner must show that the alleged injury is of a type to be protected in a territorial agreement proceeding. Put another way, petitioner's injury must be relevant to the subject matter and issues of a Section 366.04(2)(d) hearing.

That section authorizes the Commission to approve territorial agreements between rural electric cooperatives, municipally-owned electric utilities and investor-owned

ORDER NO. 19140  
DOCKET NO. 870816-EU  
PAGE 2

electric utilities. In determining the appropriateness of a territorial agreement, the Supreme Court has stated a customer "has no organic, economic or political right to service by a particular utility merely because he deems it advantageous to himself." Storey v. Mayo, 217 So.2d 304, 307-308, (Fla. 1968). In Storey, a number of objecting customers were being transferred to a unregulated utility. The court held that these customers did not have a sufficient interest to object to a territorial agreement simply because they preferred one utility over another because of rates or service. If such customers later experienced a rate or service problem, the court held their remedy lay in the courts or a municipal council. This principle was recently reaffirmed by the same court in Lee County Electric Cooperative v. Marks, 501 So.2d 585 (Fla. 1987), where it held that "larger policies are at stake than one customer's self-interest, and those policies must be enforced and safeguarded by the Florida Public Service Commission." In short, the court has firmly established the general rule that a territorial agreement is not one in which the personal preference of a customer is an issue. Therefore, the alleged injury, even if real and direct, is not within the zone of interest of the law.

In consideration of the foregoing, it is

ORDERED by the Florida Public Service Commission that the amended petition on the proposed agency action filed by Schroeder-Manatee, Inc. is hereby dismissed with prejudice. It is further

ORDERED that Order No. 18332 is hereby determined to be final agency action of the Florida Public Service Commission and Docket No. 870816-EU is closed.

By ORDER of the Florida Public Service Commission,  
this 13th day of APRIL, 1988.

  
STEVE TRIBBLE, Director  
Division of Records and Reporting

( S E A L )

MRC

# **ATTACHMENT C**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint application for	)	DOCKET NO. 910148-EU
approval of amendment for	)	ORDER NO. 24671
territorial agreement between	)	ISSUED: 6/17/91
Florida Power & Light Company and	)	
Peace River Electric Cooperative,	)	
Inc.	)	

The following Commissioners participated in the disposition of this matter:

THOMAS M. BEARD, Chairman  
J. TERRY DEASON  
BETTY EASLEY  
GERALD L. GUNTER  
MICHAEL MCK. WILSON

NOTICE OF PROPOSED AGENCY ACTION

ORDER APPROVING AMENDMENT TO 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 adversely affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On February 12, 1991, Florida Power and Light Company (FPL) and Peace River Electric Cooperative, Inc. (PRECO) filed a Joint Application (Document No. 1412-91) with this Commission requesting that we approve an Amendment to their Territorial Agreement (Document No. 5617-91). In Docket No. 870816-EU - Joint Petition for Approval of Territorial Agreement Between Florida Power & Light Company and Peace River Electric Cooperative, Inc., we approved the Territorial Agreement by Order No. 18332, issued October 22, 1987. This previously approved Territorial Agreement covers FPL and PRECO territories in Manatee, Sarasota, Desoto, and Hardee counties, Florida.

ORDER NO. 24671  
DOCKET NO. 910148-EU  
PAGE 2

The Amendment to the Territorial Agreement modifies a portion of the territorial boundary between FPL and PRECO in Manatee County. The modification allocates a parcel of property in PRECO's territory to FPL. We find that because of the nature of this parcel, which sits on the territorial boundary, FPL and PRECO requested that we approve the Amendment to their Territorial Agreement in order to avoid inefficient use of facilities and to improve safety. We find that the Amendment to this Territorial Agreement affects only Section 2 - Scope. In addition, we find that the Amendment will not modify the terms and conditions of the previously approved Territorial Agreement, and that no customers will be transferred nor facilities sold. We also find that the owner of the parcel affected by the boundary change was contacted, and that he expressed no objections to the Amendment.

We find that this Amendment, dated January 28, 1991, will allow both utilities to make economical, long-range plans for expansion of electrical facilities in their respective service areas. Accordingly, we approve this Amendment to the Territorial Agreement between FPL and PRECO.

Finally, we find that if no protest, notice of appeal, or motion for reconsideration is timely filed, this docket shall be closed.

In consideration of the foregoing, it is

ORDERED by the Florida Public Service Commission that the Amendment to the Territorial Agreement between Florida Power & Light Company and Peace River Electric Cooperative, Inc., dated January 28, 1991 (Document No. 5617-91), is hereby approved. It is further

ORDERED that this Order shall become final and this docket shall be closed unless an appropriate petition for a 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.

ORDER NO. 24671  
DOCKET NO. 910148-EU  
PAGE 3

By ORDER of the Florida Public Service Commission, this  
17th day of JUNE, 1991.

  
STEVE TRIBBLE, Director  
Division of Records and Reporting

( S E A L )

MAB:bmi  
910148a.BMI



# **ATTACHMENT D**

**AMENDMENT NO. 2 TO TERRITORIAL AGREEMENT**

**BETWEEN**

**FLORIDA POWER & LIGHT COMPANY**

**AND**

**PEACE RIVER ELECTRIC COOPERATIVE, INC.**

Florida Power & Light Company ("FPL") and Peace River Electric Cooperative, Inc. ("PRECO") hereby amend, subject to the approval of the Florida Public Service Commission ("FPSC"), the Territorial Agreement between FPL and PRECO (i) entered on July 17, 1987, and approved by the FPSC on October 22, 1987, by Order No. 18332, and subsequently finalized by the FPSC on April 13, 1988, by Order No. 19140, and (ii) amended on January 28, 1991, and approved by the FPSC on June 17, 1991, by Order No. 24671, as set forth below:

1. The Territorial Agreement between FPL and PRECO, as amended and approved by the FPSC pursuant to Orders Nos. 18332, 19140 and 24671, remains in full force and effect except as further amended herein.
2. This Amendment No. 2 is to again modify Section 2 - Scope of the FPL-PRECO Territorial Agreement, which identified multiple-paged Exhibit A as the maps depicting the FPL-PRECO territorial boundaries in DeSoto, Hardee, Manatee and Sarasota Counties.
3. Pursuant to this Amendment No. 2, the territorial boundary identified on Page 28 of 33 of Exhibit A to the original FPL-PRECO Territorial Agreement is to be modified as depicted

(highlighted) on Amendment No. 2 -- Exhibit A. The area highlighted on Amendment No. 2 -- Exhibit A is a residential subdivision called Saddlebag Creek Ranches, and represents Phase I of that development. As depicted on this map, Phase I of Saddlebag Creek Ranches straddles the existing territorial boundary between FPL's and PRECO's service areas. The majority of the lots in Phase I lie within FPL's service area. This Amendment No. 2 would transfer the highlighted area north of the existing territorial boundary from PRECO to FPL to enable FPL, which already has distribution facilities in the area, to serve the entire development. No electrical facilities or existing customers will be exchanged or transferred by either FPL or PRECO. A metes and bounds description of the area to be transferred is set forth on Amendment No. 2 -- Exhibit B. Amendment No. 2 -- Exhibits A and B are incorporated herein by reference.

4. Upon FPL's and PRECO's execution of this Amendment No. 2, FPL and PRECO will seek approval hereof by filing a petition for such approval with the FPSC.
  
5. This Amendment No. 2 shall become effective upon its approval by the FPSC.

IN WITNESS WHEREOF, Florida Power & Light Company and Peace River Electric Cooperative, Inc. have caused this Amendment No. 2 to Territorial Agreement to be executed by their duly authorized officers on the 27th day of January, 1998.

Peace River Electric Cooperative, Inc.

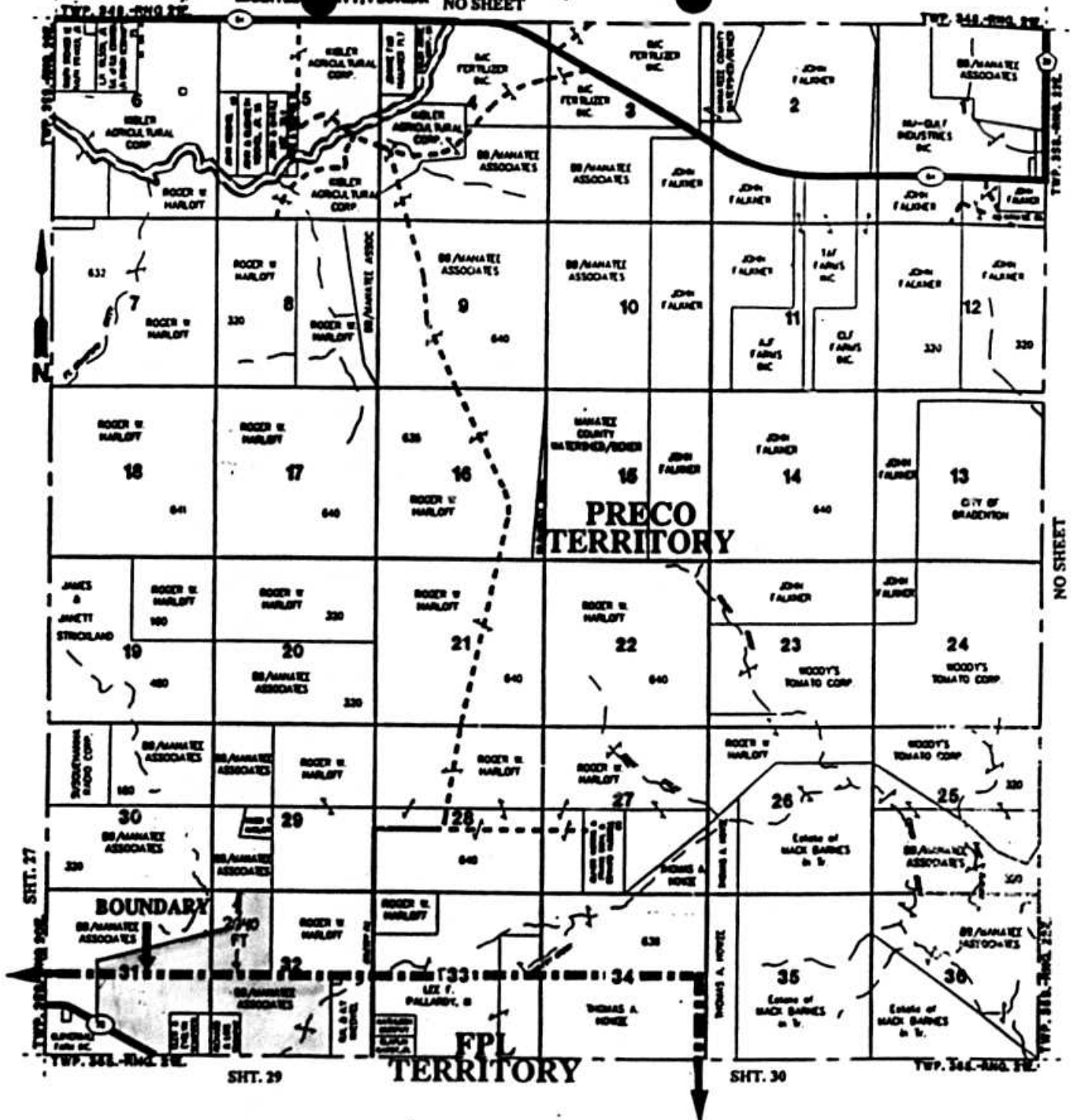
By: William T. Mulcay, Jr.  
Richard Maenpa William T. Mulcay, Jr.  
General Manager  
Peace River Electric Cooperative, Inc.  
P.O. Box 1310  
Wauchula, Florida 33873

Florida Power & Light Company

By: Armando Olivera  
Armando Olivera  
Vice President - Distribution  
Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

TWP. 35S.-RNG. 21E.

MANATEE COUNTY, FLORIDA NO SHEET



**LAND DESCRIPTION OF NORTHERN PORTION OF SADDLEBAG CREEK RANCHES:**

**A PARCEL OF LAND LOCATED IN SECTIONS 31 AND 32, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT (#1735) MARKING THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID WEST ONE-HALF NORTH 89°32'48" WEST A DISTANCE OF 2081.41 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#1324) MARKING THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°32'48" WEST A DISTANCE OF 5086.81 FEET TO A POINT, THENCE NORTH 01°41'14" EAST A DISTANCE OF 398.11 FEET TO A POINT, THENCE SOUTH 89°16'41" EAST A DISTANCE OF 956.25 FEET TO A FOUND REBAR AND CAP (#2230) MARKING THE SOUTHWEST CORNER OF MARKS PROPERTY AS PER OFFICIAL RECORDS BOOK 1385, PAGE 652, THENCE ALONG THE SOUTHEASTERLY LINE OF SAID MARKS PROPERTY NORTH 77°59'41" EAST A DISTANCE OF 3203.75 FEET TO A FOUND REBAR AND CAP (#2230), THENCE NORTH 00°18'10" WEST A DISTANCE OF 1416.69 FEET TO A POINT, THENCE NORTH 88°20'50" EAST A DISTANCE OF 998.67 FEET TO A SET REBAR AND CAP (#3524), THENCE SOUTH 00°07'43" WEST A DISTANCE OF 2538.00 FEET TO THE POINT OF BEGINNING, CONTAINING 119.18 ACRES MORE OR LESS.**

**AMENDMENT NO. 2 -- EXHIBIT B**

**ATTACHMENT F**





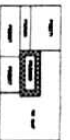
R 20 E

33

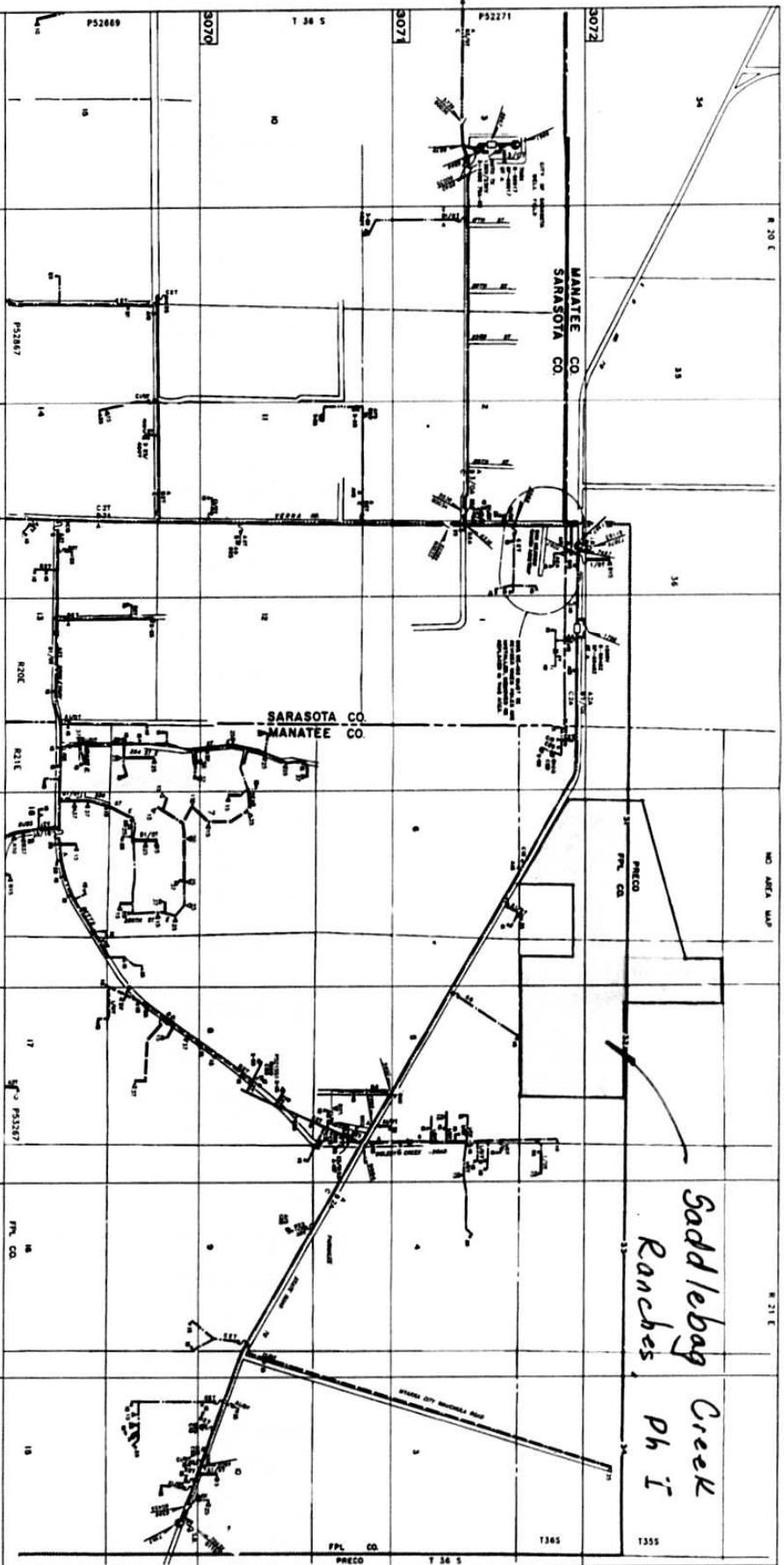
35

NO. AREA. MAP

R 21 E



Saddlebag  
Ranches  
Creek  
Ph I



REVISION DATE: 09/25/97

SARASOTA

WEST AREA FPL COMPANY



P53069

# **ATTACHMENT H**

Printed Date: 11/5/97 Revenue Work Order: ORIGINAL  
 Descriptive Title: SADDLEBAG CREEK SR 70  
 Location: A-SADDLEBAG CREEK SR  
 DCOE Work Order/Name: 3796-01-527  
 ABM Code Description: N NSI INST OH PRI OH TX

County (Sym.): SARASOTA (30)  
 WO Reg. Date: 4/21/97  
 Work Order: 3796  
 BL ER: 01  
 Loc'n Code: 527

Engineer: NUS Originator: NUS URD Lots: 0  
 Last Estimate Date: 09/11/97 03:30 pm

Item	Quantity		Pole Line Ft. Dsbn Poles	Pole Line Ft. Transm. Poles	Trench Feet	Duct Bank Feet	Neutral Cable Feet	
	Install	Remove						
Poles:	36	0	11,670	0	0	0	0	
Anchor:	22	0	Cable Feet	600V	3KV	5KV	15KV	23KV
Transformer:	0	0	Buried:	0	0	0	0	0
Wire (feet):	23,770	0	Submarine:				0	0
			Other:	0	0	0	0	0
Authorized Man Hours	FPL Crews	Contractors	Net Change Street Lights	Customer Contribution				
Total	405	0	FPL	0	Cash	\$	0	
OH:	405	0	Cust.	0	Material & Labor	\$	0	
DU:	0	0			Total	\$	0	
BU:	0	0						
No. of Cust.	EAR Amount	Coordinate With WO ER Locn	Total Auth. Amt. All WOs	Ratio	Total Cost of Job	Salvage	Authorized Amount	
60	67,140	0000 00 000	0	116%	57,779	0	57,779	

RETIREMENTS			ESTIMATE OF COST					Property Additions, Operations & Maintenance		
Original Cost	Salvage	Removal Cost	Description	Acct. No.	Labor Vehicle & Misc.	AMOUNT (Dollars only)	Materials	Other	Total	
Acct. 108.2	Acct. 108.4	Acct. 108.3								
			POLES & FIXTURES	364	10,871		10,974		21,845	
			OH COND & DEVICES	365	16,551		7,557		24,108	
			ENGR & OVERHEAD	399.8				11,782	11,782	
			SUBTOTAL		27,422		18,531	11,782	57,735	
			TOTAL CHARGBL TO ER		27,422		18,531	11,782	57,735	
			OVERHEAD LINE EXPNS	583.1	12		2		14	
			MAINT OVERHEAD LINES	593.1	30				30	
			TOTAL OPERTN & MAINT		42		2		44	
			TOTAL CHRGBL TO WO		27,464		18,533	11,782	57,779	
			TOTAL COST OF JOB						57,779	

**APPROVED / AUTHORIZED**

1. Approved: \_\_\_\_\_ Date: \_\_\_\_\_ 2. Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 3. Approved: \_\_\_\_\_ Date: \_\_\_\_\_ 4. Authorized: \_\_\_\_\_ Date: \_\_\_\_\_