

# Attachment A (Confidential)

**CONFIDENTIAL**  
**DECLASSIFIED**  
MR 7.25.02

DOCUMENT NUMBER-DATE

15931 DEC 13 8

FPSC-RECORDS/REPORTING

**AGREEMENT OF  
SETTLEMENT and RELEASE**

This Agreement of Settlement and Release ("Agreement"), effective the 31 day of October 2000, is made by and between Florida Power & Light Company, a Florida Corporation, ("FPL") and certain residents identified as "Concerned Residents of S.W. 27th Terrace" in correspondence to the Florida Public Service Commission ("FPSC" or "Commission") dated December 28, 1999 (collectively "Concerned Residents"), (FPL and Concerned Residents sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

**WHEREAS**, FPL has installed a new overhead electric feeder line along S.W. 27th Terrace in Miami ("Coconut Grove Feeder 0443") as shown more particularly on the drawing attached hereto as Exhibit B;

**WHEREAS**, a dispute has arisen between FPL and the Concerned Residents regarding the type and placement of poles associated with the Coconut Grove Feeder 0443; and

**WHEREAS**, because of the uncertainty and expense of litigation and the need to balance the risk of loss against the potential for gain, Concerned Residents and FPL desire to achieve an amicable resolution of this dispute;

**NOW, THEREFORE**, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, the Parties hereto agree to the following compromise and settlement:

1. Concerned Residents are identified in correspondence dated December 28, 1999 from Oscar J. Rodriguez to the Commission. A copy of the list is attached hereto as Exhibit A. Oscar J. Rodriguez represents and warrants that for purposes of the consolidated complaints before the Commission in Docket No. 000678-EI, and for purposes of this Agreement, in addition to representing himself, he is the duly authorized representative of each of the persons listed in Exhibit A and that he has full legal authority to act for and bind said individuals with respect to the subject matter and terms of this Agreement.
2. In connection with Coconut Grove Feeder 0443, FPL will undertake the work described below in this Section 2 and more particularly set forth in the drawings included herewith as Exhibit B:
  - a. Remove two (2) concrete poles, one located immediately to the east of the 2951 S.W. 27th Terrace property line, and one located between 3130 S.W. 27th Terrace and 3140 S.W. 27th Terrace.
  - b. Remove the self-supporting concrete pole in front of 2951 S.W. 27th Terrace and install another self-supporting pole at the 2951 S.W. 27th Terrace east property

line. The self-supporting pole will be of the same type and size as the one currently in front of 3030 S.W. 27th Terrace.

- c. Restore the overhead facilities between 3030 S.W. 27th Terrace and 3103 S.W. 27th Terrace to the type and configuration of facilities that were in place prior to the installation of the Coconut Grove Feeder with the exception of a portion of the facilities which will be placed underground, and with the exception of the concrete pole on the west side of 2748 S.W. 30 Court which will remain, as requested by Concerned Residents. Specifically FPL will: (i) remove the self-supporting pole in front of 3030 S.W. 27th Terrace and replace it with a wood pole; (ii) remove the overhead facilities between the east property line of 3030 S.W. 27th Terrace and approximately 40 feet west of the east property line of 2750 S.W. 31 Avenue and replace these facilities with underground facilities; (iii) remove the concrete pole in front of 3052 S.W. 27th Terrace and replace it with a smaller concrete street light pole and retain the service to the street light with an overhead cable served from the pole in front of 2748 S.W. 30 Court; (iv) remove the concrete pole on the west side of 2748 S.W. 30 Court and replace it with a wood pole and anchor; reduce by 2 feet and 9.5 feet, respectively, the height of the two (2) poles between 3069 S.W. 27th Terrace and 3103 S.W. 27th Terrace; and (v) remove two anchors from the pole just east of 3103 S.W. 27th Terrace and replace it with a shorter guy wire with one 20 foot lead length anchor.
- d. Remove overhead facilities crossing S.W. 27th Terrace on the north side of 2750 S.W. 31 Avenue and replace them with underground facilities, including installing an underground riser on the pole located on the north side of 2750 S.W. 31 Avenue.
- e. Remove the existing street light cable and install two (2) transformers on the existing poles between 3140 S.W. 27th Terrace and 3150/3152 S.W. 27th Terrace.
- f. Remove the street light pole in front of 3131/3133 S.W. 27 Terrace and relocate the street light bracket to the pole in front of 3130 S.W. 27 Terrace.


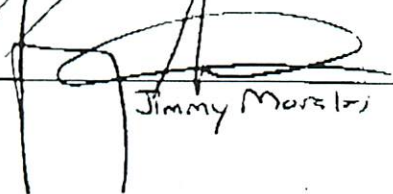
3. Concerned Residents hereby agree that, upon completion of the work identified in Exhibit B, all complaints, disputes, claims, damages or demands pertaining to the nature and type of construction of the Coconut Grove Feeder 0443 are hereby fully resolved and settled, and agree not to raise, directly or indirectly, any issues pertaining to such complaints, disputes, claims, damages or demands in any court or administrative proceeding. Concerned Residents hereby release, remise, acquit and forever discharge FPL and its parent, affiliates, shareholders, directors, officers, employees, representatives, servants, agents, insurers, successors and assigns, of and from any and all liability, claims, demands, actions, causes of action, damages, costs, expenses or any other claims of whatever nature or kind (including attorneys', consultants' and/or experts' fees or any other types of expenses), related to or otherwise arising from the type or nature of construction of the Coconut Grove Feeder 0443.

4. Upon execution of this Agreement, Pablo Acosta, Anisia Cid, and Oscar J. Rodriguez (on behalf of himself and the other Concerned Residents) each shall sign a copy of the FPSC Settlement Agreement form attached hereto as Exhibit C following which FPL shall execute these forms and transmit them to the FPSC.
5. In making this Settlement, Concerned Residents declare and acknowledge that they rely wholly upon their own judgment, and that of their advisors as to the nature and extent of their rights.
6. It is further declared and acknowledged that this Agreement is a compromise of disputed claims, and that none of the terms of settlement contemplated herein is to be construed either as an admission of the applicability of any theory of liability or of any wrongdoing, error, or inappropriate or improper method or type of construction on the part of FPL; rather, said terms are accepted to avoid the uncertainty and expense of litigation.
7. The terms of this Agreement of Settlement and Release are not to be publicly disclosed by any of the Concerned Residents as identified in Exhibit A or FPL, or any of their respective representatives, except to the extent required by law or upon written agreement of the other Party or its representative.
8. This Agreement of Settlement and Release contains the entire agreement between these Parties with respect to the settlement of the claims and demands described herein, and the terms hereof are contractual and not a mere recital. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may be modified, amended or supplemented only by a written instrument signed by the duly authorized officers of the Parties.
9. This Agreement shall be governed by and interpreted in accordance with the law of the State of Florida, without regard to the choice of law rules thereof.

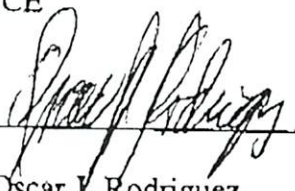
[signatures on following page]

IN WITNESS WHEREOF, Concerned Residents and Florida Power & Light Company have executed this Agreement of Settlement and Release, through their respective duly authorized representatives, in triplicate original counterparts, on the date and year first above written.

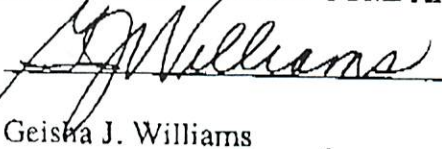
WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Jimmy Morales

CONCERNED RESIDENTS OF S.W. 27<sup>TH</sup>  
TERRACE

By:   
\_\_\_\_\_  
Name: Oscar J. Rodriguez  
Their Authorized Representative

FLORIDA POWER & LIGHT COMPANY

By:   
\_\_\_\_\_  
Name: Geisha J. Williams  
Title: Director of Urban Operations

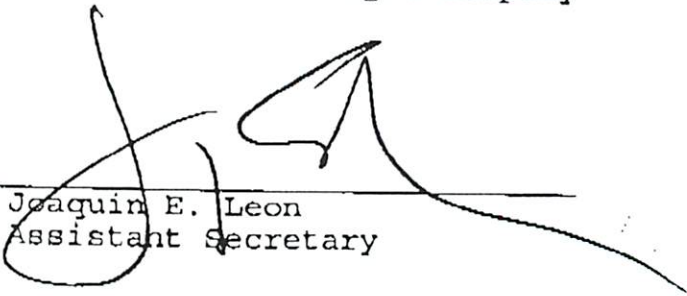
ATTESTATION

It is in the best interests of Florida Power & Light Company (hereinafter referred to FPL), to enter into the Agreement of Settlement and Release with the Concerned Residents of S.W. 27<sup>th</sup> Terrace.

It is resolved, that Geisha J. Williams, Director of Distribution Urban Operations of FPL, is authorized and empowered on behalf of FPL to enter into the Agreement of Settlement and Release with the Concerned Residents of S.W. 27<sup>th</sup> Terrace in consideration and upon the terms and conditions contained in the Agreement of Settlement and Release.

Florida Power & Light Company

By:

  
Joaquin E. Leon  
Assistant Secretary

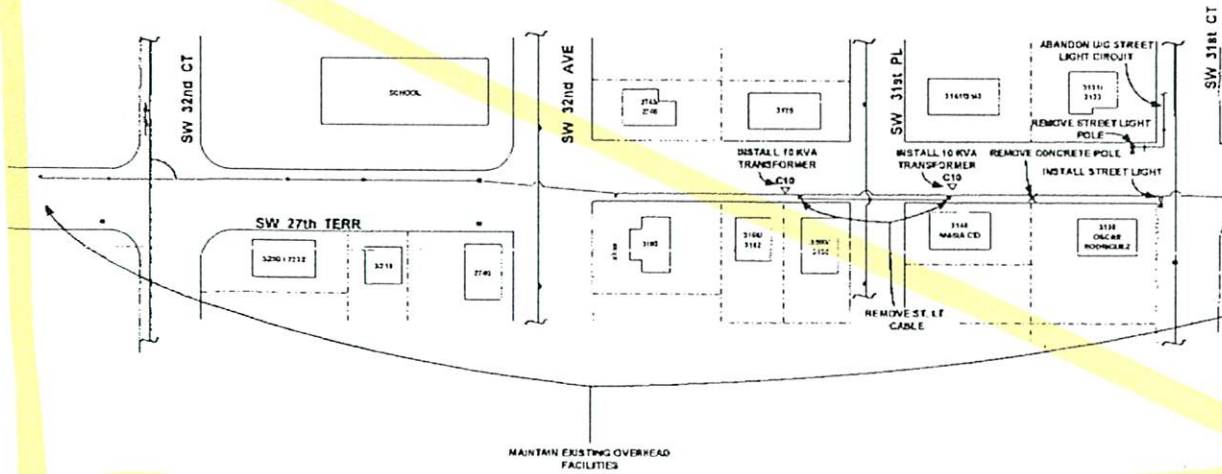
CONCERNED RESIDENTS

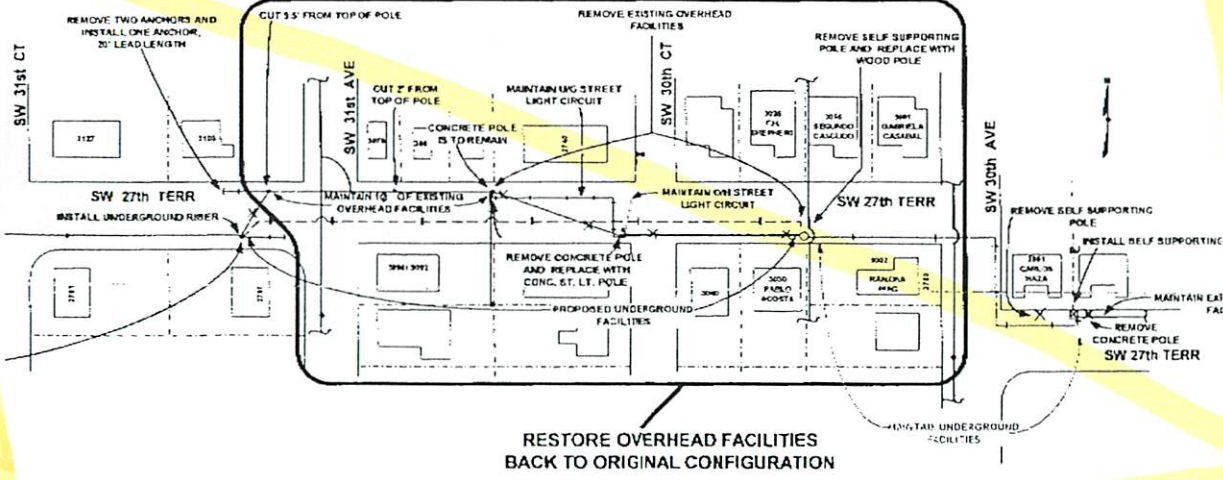
NAMES	ADDRESSES	SIGNATURES
Dulco Acosta	3030 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Pablo Acosta	3030 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Onofre M. Cuevas	3030 S.W. 27 ST. Miami, FL 33133	<i>[Signature]</i>
INES CID	3142 SW 27 TERR MIAMI, FL 33133	<i>[Signature]</i>
Georgo E. Lopez	3015 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Graciela V Casabal	3001 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Vicente Delgado	3002 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Carlos Haza	2951 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
William Garcia	3131 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Marta Garcia	3131 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Maria Rasoy	3069 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Oscar J. Rodriguez	3130 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Cristina Rodriguez	3130 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Anisia M. Cid	3142 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Gloria Asarey	3150 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Alfredo Lopez	3152 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Delfina Mendez	3152 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
	Miami, FL 33133	
Mercedes Rosales	3175 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>
Margot Einz	3141 S.W. 27 Terrace Miami, FL 33133	<i>[Signature]</i>

Teresita Sanchez	3141 S.W. 27 Terrace Miami, FL 33133	<i>Teresita Sanchez</i>
Orlando P. Garcia	3140 S.W. 27 Terrace Miami, FL 33133	<i>Orlando Garcia</i>
Maribel Garcia	3140 S.W. 27 Terrace Miami, FL 33133	<i>Maribel Garcia</i>
Damian Martinez	2748 S.W. 30 Court Miami, FL 33133	<i>Damian Martinez</i>
Milton Varona	2748 S.W. 30 Court Miami, FL 33133	<i>Milton Varona</i>
Dolores Varona	2748 S.W. 30 Court Miami, FL 33133	<i>Dolores Varona</i>
Emiliano Gonzalez	2748 S.W. 30 Court Miami, FL 33133	<i>Emiliano Gonzalez</i>
Esperanza Fidalgo	2751 S.W. 30 Court Miami, FL 33133	<i>Esperanza Fidalgo</i>
Eduardo Munoz	2773 S.W. 31 Place Miami, FL 33133	<i>Eduardo Munoz</i>
Elvira Munoz	2773 S.W. 31 Place Miami, FL 33133	<i>Elvira Munoz</i>
Leon Regalado	2783 S.W. 31 Place Miami, FL 33133	<i>Leon Regalado</i>
Ramona Regalado	2783 S.W. 31 Place Miami, FL 33133	<i>Ramona Regalado</i>
Enrique Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Enrique Chavez</i>
Viola Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Viola Chavez</i>
Juan Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Juan Chavez</i>
Della Chavez	2787 S.W. 31 Place Miami, FL 33133	<i>Della Chavez</i>
Leopoldo Vazquez	2711 S.W. 30 Avenue Miami, FL 33133	<i>LEOPOLDO VAZQUEZ</i>



PROPOSED REARRANGEMENT OF FACILITIES ON SW 27th TERRACE





STATE OF FLORIDA

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEASIN  
SIRAN F. CLARK  
JULIA L. JOHNSON  
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMILLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

Public Service Commission

SETTLEMENT AGREEMENT

Docket Number: 000678-EI

By signing the following statement, the parties agree that a satisfactory resolution of the complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action by the Commission.

<u>Pablo Acosta</u>	<u>10-31-00</u>
Customer - Pablo Acosta	Date
<u>Anisia M. Cid</u>	<u>10/31/00</u>
Customer - Anisia Cid	Date
<u>Oscar J. Rodriguez</u>	<u>10-31-00</u>
Customer - Oscar J. Rodriguez (for himself and as representative for "Concerned Residents" identified in December 28, 1999 correspondence to the PSC)	Date
<u>[Signature]</u>	<u>10/31/00</u>
Company	Date