

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: June 7, 2007

TO: Commission Clerk (Cole)

FROM: Office of the General Counsel (Brown)
Division of Economic Regulation (Redemann, Rieger)

RE: Docket No. 070137-EU – Joint petition for approval of territorial agreement in Orange County by Orlando Utilities Commission and Progress Energy Florida, Inc.

AGENDA: 06/19/07 – Regular Agenda – Proposed Agency Action - Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: McMurrian

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\GCL\WP\070137.RCM.DOC

Case Background

On March 01, 2007, Orlando Utilities Commission (OUC) and Progress Energy Florida, Inc. (PEF) filed a joint petition for approval of a territorial agreement in Orange County. This agreement replaces a previous agreement which was approved in 1995 and originally scheduled to expire on April 5, 2005.¹ The current agreement was modified once in 2003.² The proposed

¹ See Order No. PSC-95-0440-FOF-EU, issued April 5, 1995, in Docket No. 940656-EU, In re: Petition to require Florida Power Corporation to comply with territorial agreement approved by Order No. 6194, by Orlando Utilities Commission, which approved the original agreement, Order No. PSC-05-0707-PAA-EU, issued June 29, 2005, in Docket No. 050220-EU, In re: Joint petition for approval of amendment to territorial agreement in Orange County by Orlando Utilities Commission and Progress Energy Florida, Inc., which approved the first extension, Order No.

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agreement, which shall supersede any and all prior territorial agreements, is appended to this recommendation as Attachment A.

This is staff's recommendation regarding the proposed territorial agreement. The Commission has jurisdiction over this matter pursuant to section 366.04, Florida Statutes.

PSC-06-0201-PAA-EU, issued March 14, 2006, in Docket No. 050977-EU, In re: Joint petition of Orlando Utilities Commission and Progress Energy Florida, Inc for approval of term extension to territorial agreement in Orange County, which approved the second extension, and Order No. PSC-06-0773-PAA-EU, issued September 18, 2006, in Docket No. 060503-EU, In re: Joint petition to reopen and extend term of previous territorial agreement in Orange County, by Orlando Utilities Commission and Progress Energy Florida, Inc, which approved the third extension.

² See Order No. PSC-03-0710-PAA-EU, issued June 16, 2003, in Docket No. 030330-EU, In re: Petition for approval between Orlando Utilities Commission and Progress Energy Florida, Inc. to modify territorial boundary line in certain areas orange County, which approved an addendum to the original 1995 territorial agreement.

Discussion of Issues

Issue 1: Should the Commission approve the proposed territorial agreement between Orlando Utilities Commission and Progress Energy Florida, Inc.?

Recommendation: Yes. The proposed territorial agreement between Orlando Utilities Commission and Progress Energy Florida, Inc. is in the public interest and should be approved. The effective date of the agreement should be the date the Commission's order approving the agreement becomes final and no longer subject to judicial review. (Brown, Redemann, Rieger)

Staff Analysis: The proposed territorial agreement between OUC and PEF recognizes that the retail service areas of the parties are contiguous in many places, and that the parties previously entered into a territorial agreement to avoid duplication of generation, transmission, and distribution facilities. The proposed agreement provides that the parties have exclusive authority to furnish retail electric service for end use inside their respective service territories, and each will not knowingly serve or attempt to serve new customers whose end use facilities are located within the territorial area of the other. Deemed effective upon Commission approval, the proposed agreement indicates that it shall continue and remain in effect for a period of nine years beginning February 1, 2007.

No existing customers will be transferred pursuant to the new agreement, but the proposed agreement recognizes that in exceptional circumstances, economic constraints or good engineering practices may indicate that service cannot or should not be provided by the party in whose service territory the new customer's end use facilities are located. The other party may agree in writing to provide temporary service to that customer. Temporary service lasting more than one year shall be submitted to the Commission for approval. If service is inadvertently provided to a customer whose end use facilities are located within the service territory of the other party, the proposed agreement indicates that within six months of discovery, service will be transferred at the option of the other party. Also, the proposed agreement allows either party to provide bulk power supply to wholesale customers for resale purposes wherever they may be located.

The proposed agreement contemplates the transfer between the parties of five territorial areas. Of these areas, three will be transferred from PEF to OUC and two will be transferred from OUC to PEF. The territory descriptions of these areas are appended to this recommendation as Attachment B.

Pursuant to section 366.04(2)(d), Florida Statutes, the Commission has the jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Rule 25-6.0440(2), Florida Administrative Code, provides that in approving territorial agreements, the Commission may consider the reasonableness of the purchase price of any facilities being transferred, the likelihood that the agreement will not cause a decrease in the reliability of electric service to existing or future ratepayers, and the likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities. Unless the Commission determines that the agreement will cause a detriment to the public interest, the agreement should be approved. Utilities Commission of the City of New Smyrna v. Florida Public Service Commission, 469 So. 2d 731 (Fla. 1985). In this instance, the territorial

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agreement proposed by OUC and Progress eliminates existing or potential uneconomic duplication of facilities, and it does not cause a decrease in the reliability of electric service to existing or future ratepayers.

Based on the above, staff recommends that the territorial agreement, contained in Attachment A to this recommendation, is in the public interest and should be approved. When the Commission's order approving the agreement becomes final and no longer subject to judicial review, the agreement provides that it will be effective for a period of nine years retroactive to February 1, 2007.

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Issue 2: Should this docket be closed?

Recommendation: If no person whose substantial interests are affected files a protest to the Commission's proposed agency action order within 21 days, the docket may be closed upon issuance of a consummating order. (Brown)

Staff Analysis: If no person whose substantial interests are affected files a protest to the Commission's proposed agency action order within 21 days, the docket may be closed upon issuance of a consummating order.

TERRITORIAL AGREEMENT
BETWEEN
ORLANDO UTILITIES COMMISSION
AND
PROGRESS ENERGY FLORIDA
ORANGE COUNTY

TERRITORIAL AGREEMENT

Section 0.1: THIS AGREEMENT, made and entered into this 1st day of March, 2007 by and between Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida Corporation, (herein called "PEF"), 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";

WITNESSETH:

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 February 9, 1995 (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 April 5, 1995 in Docket No. 940656-EU by Order No. PSC-95-0440-FOF-EU; and

Section 0.7: WHEREAS, the Old Territorial Agreement, as amended and extended by the Commission, expires on January 31, 2007 and the Parties wish to enter into this Agreement to take the place of the Old Territorial Agreement; 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, and 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 here to 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 designated "OUC."

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

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 PEF 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.

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 PEF shall have the exclusive authority to furnish retail electric service for end use within the PEF Territorial Area.

Section 2.2: 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 services 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 2.3: Transfer of Customers. PEF and OUC shall cooperate to affect a smooth transfer of any 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 which the Commission or as otherwise expressly provided herein, but not longer than twelve (12) months from the effective date of this Agreement. 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 2.4: Inadvertent Service. 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 2.3 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 maps 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.

Section 2.5: 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 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 construed 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 interference with the operations of the other Party.

Section 3.2: OUC Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of OUC to serve any OUC facilities located in PEF's Territorial Area and for such purpose to construct all necessary lines and facilities; provided, however, that OUC shall construct, operate and maintain said

lines and facilities in such manner as to minimize any interference with the operations of PEF in PEF's Territorial Area.

Section 3.3: PEF Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PEF to serve any PEF facility located in OUC's Territorial Area and for such purpose to construct all necessary lines and facilities; provided, however, that PEF shall construct, operate and maintain said lines and facilities in such manner as to minimize any interference with the operations of OUC in OUC's Territorial Area.

Section 3.4: Retail Service Facility Sites. Where either Party provides service to its facility located in the Territorial Area of the other Party pursuant to Sections 3.2 or 3.3 above, such Party may provide limited retail service on the site of the facility to prevent potential safety hazards or unsound operating conditions that would result from construction and maintenance of lines and related facilities by the other Party to provide retail service at the site. As used in this section, limited retail service shall mean no more than three separate retail accounts with a combined load of 25 kW or less.

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 of such relief. 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 nine (9) years beginning February 1, 2007.

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 VIII
MISCELLANEOUS

Section 7.1: Negotiations. Regardless of any others 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 the 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, FL 32802, and to PEF if mailed by certified mail, postage prepaid, to: Progress Energy Florida, Inc., ATTN: John T. Burnett, or his successor, Legal Department, P. O. Box 14042, St. Petersburg, FL 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.

Progress Energy Florida, Inc.

ATTEST:

By _____

[title]



Vice President, External Relations

(SEAL)

Orlando Utilities Commission


ATTEST:

By _____

General Manager & CEO



Assistant Secretary



(SEAL)



EXHIBIT "B7-B11"

2007 New Service Territory Modifications

**Orlando Utilities Commission
Progress Energy Corporation**

Exhibit B7

Lancaster Road Area - to OUC

Legal Description:

From the Southeast corner of Lot 115, Block One, PROSPER COLONY, as per Plat thereof recorded in Plat Book "D", Page 109, Public Records of Orange County, Florida, run North 00°31'06" East 10 feet along the East line of said Lot 115 to the North right-of-way line of Lancaster Road for the Point of Beginning; run thence South 89°58'32" West along said North right-of-way line of Lancaster Road 535.5 feet, thence continue North 17° 00'00" East a distance of approximately 202.3 feet, thence North 06°16'32" East 130 feet; thence North 05°08'17" East, 306.70 feet to a point which is the Northeast corner of the Copper Penny Property (Master Hosts International), thence Easterly along the North lines of Lots 115 and 116 of said subdivision, a distance of 235.8 feet, thence South and parallel to the East line of said Lot 115 a distance of 208.71 feet, thence East and parallel to the North line of said Lot 115 a distance of 208.71 feet more or less to the intersection with the East line of said Lot 115; thence South along the East line of said Lot 115 a distance of 427.10 feet to the Point of Beginning, Less road right-of-way.

Exhibit B8

Parcel ID #17-22-29-5844-00-930

Mercy/Princeton to OUC

Legal Description:

That part of Lots 93, 94 and 95, WILLIS R. MUNGER'S SUBDIVISION, as recorded in Plat Book E, page 3, of the public records of Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 22 South, Range 29 East, Orange County, Florida; run North 00° 41'29" West, along the West line of said Northeast 1/4 of the Southeast 1/4, 667.75 feet; thence run North 89° 47'51" East, 75.00 feet to the Point of Beginning; thence continue North 89° 47'51" East, 594.42 feet along the North line of Lots 93, 94 and 95, WILLIS R. MUNGER'S SUBDIVISION, as recorded in Plat Book E, page 3, of the public records of Orange County, Florida; thence run South 00° 25'28" East, 477.53 feet to a point on the Northerly line of S.R. No. 438; thence run North 80° 18'04" West, 47.90 feet; thence run North 09° 42'00" East, 9.11 feet; thence run North 80° 22'40" West, 231.31 feet; thence run Northwesterly, 307.67 feet along the arc of a curve concave Northerly, having a radius of 1597.12 feet, a central angle of 14° 02'15", and a chord of 307.19 feet that bears North 74° 51'23" West; thence run North 34° 50'11" West, 42.02 feet; thence run North 00° 41'29" West, 304.99 feet to the Point of Beginning.

-AND-

Commence at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 22 South, Range 29 East, Orange County, Florida; run North 89° 42'36" East, along the South line of the said Northeast 1/4 of the Southeast 1/4, 80.00 feet; thence run North 00° 41'29" East, 15.00 feet to the Point of Beginning; thence continue North 00° 41'29" East, 42.44 feet; thence run North 53° 40'37" East, 23.30 feet; thence run Southeasterly 223.83 feet along the arc of a curve concave Northerly having a radius of 4838.57 feet, a central angle of 06° 58'30", and a chord of 223.89 feet that bears South 75° 45'13" East; thence run South 89° 42'36" West, 235.08 feet to the Point of Beginning.

Exhibit B9

WalMart Area - to PEF

Legal Description:

All of GOLDENROD MARKET PLACE as platted in Plat Book 66, Page 15 of the Public Records of Orange County, Florida;

LESS:

Lots 1-4, the south 375 feet of Tract 'A' and the west portion of Lot 7 lying directly south of Lot 1, east of the Goldenrod Road Extension, north of the south line of Lot 7 and the east line being approximately 250 feet east of the Goldenrod Road Extension.

Shingle Creek - to OUC

Exhibit B10 (Page 2 of 2)

SKETCH OF DESCRIPTION
 (SEE SHEET 1 FOR SKETCH)

ORLANDO UTILITIES COMMISSION
 MODIFIED SERVICE BOUNDARY ADDENDUM
 SLRC - WEST OF SHINGLE CREEK

DESCRIPTION:

That part of Section 32, Township 23 South, Range 29 East, and that part of Section 5, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 5; thence run N89°27'37"E along the South line of said Southwest 1/4 of said Section 5, 2648.96 feet to the Southeast corner thereof; thence N89°27'31"E along the South line of the Southeast 1/4 of said Section 5, 384.88 feet to the POINT OF BEGINNING; thence, departing said South line, run N00°26'39"W for a distance of 292.07 feet; thence run N44°39'12"W for a distance of 69.54 feet; thence run N88°23'29"W for a distance of 179.21 feet; thence run N22°27'15"E for a distance of 172.34 feet to the Southeast corner of lands described in Official Records Book 6282, Page 4996, of the Public Records of Orange County, Florida; thence run the following eighteen (18) courses and distances along the East line of said lands: N22°27'15"E, 388.98 feet; N20°10'28"E, 284.53 feet; N16°55'58"E, 430.95 feet; N09°13'41"E, 215.50 feet; N07°35'20"W, 185.88 feet; N05°30'41"W, 126.34 feet; N15°50'12"W, 304.44 feet; N05°05'48"W, 244.77 feet; N05°27'08"E, 200.88 feet; N04°39'51"E, 575.62 feet; N04°11'53"W, 195.55 feet; N00°54'01"W, 120.58 feet; N11°01'08"E, 346.07 feet; N22°08'10"E, 110.52 feet; N02°55'27"E, 56.49 feet; N18°43'11"W, 78.69 feet; N33°40'59"W, 592.88 feet; N25°52'34"W, 255.92 feet to the Northernmost corner of said lands; thence run N25°52'34"W for a distance of 529.92 feet to the East line of the West 1/2 of the aforesaid Section 32; thence run N00°23'29"W along said East line for a distance of 1398.84 feet to its intersection with the West line of lands described in Official Records Book 5838, Page 3539 of said Public Records; thence, departing said East line of said West 1/2, run the following eleven (11) courses and distances along said West line of lands described in Official Records Book 5838, Page 3539: S32°04'53"E, 565.47 feet; thence S16°58'02"E, 571.27 feet; thence S33°35'09"E, 1506.57 feet; thence S19°55'04"E, 1106.85 feet; thence S21°09'16"W, 855.17 feet; thence S10°33'20"E, 603.90 feet; thence S01°39'39"W, 566.80 feet; thence S11°37'34"E, 545.89 feet; thence S02°02'42"E, 283.50 feet; thence S00°47'57"E, 239.78 feet; thence S23°03'00"W along said West line and beyond, 542.13 feet to the aforementioned South line of the Southeast 1/4 of Section 5; thence S89°27'31"W along said South line, 989.21 feet to the POINT OF BEGINNING.

Containing 132.595 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Subject to an accurate survey of the herein described boundary lines.

SURVEYOR'S NOTES:

- This is not a boundary survey.
- Bearings based on the South line of the Southwest 1/4 of Section 5, Township 24 South, Range 29 East, Orange County, Florida, being N 89°27'37" E, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other Instruments of record by this firm.
- This Sketch of Description does not reflect or determine ownership.
- The description shown hereon was prepared by Donald W. McIntosh Associates, Inc.



DONALD W. MCINTOSH
 ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

3200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. 1888

PREPARED FOR:
 ORLANDO UTILITIES COMMISSION
 SLRC - WEST OF SHINGLE CREEK

REVISIONS:

DRAWN BY: <u>P.I.</u>	CHECKED BY: <u>P.I.</u>	JOB NO. <u>RS-23026-0005</u>	SCALE <u>1"=1200'</u>	SHEET <u>2</u>	DWG NO. <u>CS/07-124</u>
DATE: <u>01/25/07</u>	DATE: <u>01/26/07</u>			OF <u>2</u>	

File Name: F:\PROJ06-1\04137\SDWP\SLRC\asubndy-rev.dwg
 2/11/2006sec (23026)

Exhibit B11

W. Fairbanks Ave./Edgewater Dr. Area - to PEF

Legal Description:

Lots 1 through 8, Block "B", BILTMORE SHORES SECTION ONE, according to the Plat thereof as recorded in Plat Book S, Page 30, of the Public Records of Orange County, Florida.

AND;

Lot 1, Block "B", FAIRVIEW SPRINGS PARK, according to the Plat thereof as recorded in Plat Book P, at Page 47, of the Public Records of Orange County, Florida.

AND;

Lots 1 through 8, FAIRVIEW CORNER, according to the Plat thereof as recorded in Plat Book Q, at Page 145, of the Public Records of Orange County, Florida.