

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-**

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**DATE:** September 20, 2019

**TO:** Office of Commission Clerk (Teitzman)

**FROM:** Division of Economics (Guffey, Coston, Draper) *EKC WNV ELD PSH CROTS*  
Division of Accounting and Finance (Mouring) *M*  
Office of the General Counsel (Schrader) *Ks JSC ALM*

**RE:** Docket No. 20190142-EU – Joint petition for approval of amendment to territorial agreement in Nassau County, by Florida Power & Light Company and Okefenoke Rural Electric Membership Corporation.

**AGENDA:** 10/03/19 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Polmann

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** None

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## Case Background

On July 17, 2019, Florida Power & Light Company (FPL) and Okefenoke Rural Electric Membership Corporation (Okefenoke), collectively the joint petitioners, filed a petition seeking Commission approval of clarification and amendment (2019 amendment) to the joint petitioners' current territorial agreement as it relates to certain boundaries in Nassau County.

In May 1992, FPL filed three petitions to resolve territorial disputes with Okefenoke in Baker and Nassau Counties. The three dockets were consolidated for hearing purposes; however, after lengthy negotiations the parties reached an agreement the Commission approved in 1995 (1995

agreement).<sup>1</sup> The parties currently operate pursuant to the 1995 agreement. The proposed 2019 amendment would correct a discrepancy in the maps delineating the territorial boundaries approved in the 1995 agreement in an area known as the Crawford Diamond in Nassau County and allow FPL to provide electric service to the adjacent property. All other provisions of the 1995 agreement would remain in effect. There are no customer transfers contemplated in the 2019 amendment. The 1995 agreement is included as Exhibit A to the joint petition in the instant docket.

During the review of this petition, staff issued two data requests to the joint petitioners for which responses were received on August 27, 2019. The responses have been placed in the docket file. In response to staff's first data request, FPL provided an updated page 1 of the 2019 amendment to indicate the date of the amendment. On September 20, 2019, the joint petitioners filed the signature page of the 2019 amendment. The 2019 amendment, dated July 13, 2019, is provided in Attachment A to this recommendation. The Commission has jurisdiction over this matter pursuant to Section 366.04, Florida Statutes (F.S.).

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<sup>1</sup> Order No. PSC-95-0668-FOF-EU, issued May 31, 1995, in Docket No. 920420-EU, *In re: Petition to resolve territorial dispute in Baker County with Okefenoke Rural Electric Membership Corporation by Florida Power and Light Company*.

## Discussion of Issues

**Issue 1:** Should the Commission approve the proposed 2019 clarification and amendment to the 1995 territorial agreement between FPL and Okefenoke?

**Recommendation:** Yes, the Commission should approve the proposed 2019 clarification and amendment to the 1995 territorial agreement between FPL and Okefenoke. The proposed amendment will resolve the boundary line discrepancy that exists in the area referred to as the Crawford Diamond in Nassau County and will enable FPL and Okefenoke to serve their customers in an efficient manner. (Guffey, Coston, Draper)

**Staff Analysis:** Pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440(2), Florida Administrative Code (F.A.C.), the Commission has the jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Unless the Commission determines that the agreement will cause a detriment to the public interest, the agreement should be approved.<sup>2</sup>

FPL is an investor-owned utility operating under the jurisdiction of this Commission pursuant to Chapter 366, F.S. Okefenoke is a rural electric corporation organized and existing under the laws of Georgia and registered to conduct business in Florida pursuant to Section 425.27, F.S. Both petitioners presently provide electric service in Baker and Nassau Counties and are operating pursuant to the 1995 agreement. The 1995 agreement does not specify a term; Section 4.1 of the 1995 agreement states that the agreement will continue and remain in effect until the Commission, by order, modifies or withdraws its approval after proper noticing and hearing.

Through the proposed 2019 amendment, the joint petitioners seek to clarify a discrepancy in the maps approved in the 1995 agreement and to amend the 1995 agreement to allow FPL to serve a property which is currently located within Okefenoke's service territory. The proposed amendment involves an area called the Crawford Diamond, which is located in Nassau County. The Crawford Diamond is a 1,815 acre property which is zoned as an industrial park. The petitioners explained that the Crawford Diamond is located adjacent to railroads and road infrastructure. FPL explained to staff in response to a data request that, through its economic development team, it is promoting this location to attract new commercial and industrial customers. In addition, FPL explained to staff that it is conducting preliminary engineering and permitting to potentially construct the Nassau Solar Energy Center in the Crawford Diamond. However, there are no customers or electric service facilities in the Crawford Diamond or the adjacent property at this time. The clarification and the amendment to the 1995 agreement are discussed below.

The joint petition states that two conflicting maps approved in the 1995 agreement can be interpreted to allow both FPL and Okefenoke to serve a portion of the Crawford Diamond. The 1995 agreement includes several pages of maps (shown in Attachment A to the order approving the 1995 agreement). Specifically, the petition states that the map on page 25 of the 1995 agreement and the maps on pages 47 and 48 of the maps are not consistent. The area of

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<sup>2</sup> *Utilities Commission of the City of New Smyrna Beach v. Florida Public Service Commission*, 469 So. 2d 731 (Fla. 1985).

discrepancy within the Crawford Diamond is shown on page 7 of 13 in Attachment A to this recommendation. The parties now seek to clarify the discrepancy and amend the territorial boundaries approved in the 1995 agreement to allow FPL to serve the area of discrepancy.

The proposed 2019 amendment also seeks Commission approval to allow FPL to serve potential future customers in a 335.86 acre property that is adjacent to the area of discrepancy discussed above. The property is currently in Okefenoke's service territory. Page 8 of 13 in Attachment A to this recommendation indicates the revised territorial boundary lines.

In addition to the proposed 2019 amendment, FPL and Okefenoke have entered into a Memorandum of Understanding (MOU) dated November 15, 2018. The joint petitioners attached the MOU in Exhibit E of their petition in the instant docket. The joint petitioners are not seeking Commission approval of the MOU. The joint petitioners explained that the MOU represents the negotiated provisions necessary to resolve the discrepancy in the 1995 agreement maps. The MOU also includes other terms and provisions that are not generally included in territorial agreements for Commission approval. The MOU will terminate if the Commission does not issue an order approving the 2019 amendment by December 31, 2019.

Pursuant to the MOU, FPL plans to construct an FPL-owned substation and associated transmission and distribution lines in the Crawford Diamond. FPL will also build a second substation and transfer this substation to Okefenoke for \$10 (Okefenoke substation). Any transmission assets installed by FPL to serve the Okefenoke substation would be retained by FPL. In response to staff's second data request, FPL estimates the construction cost for the Okefenoke substation to be approximately \$6.8 to \$7.6 million. The Okefenoke substation will be constructed on FPL land which then will be transferred to Okefenoke pursuant to a special warranty deed. Exhibit A to the MOU shows that the Okefenoke substation will be built at the boundary line between FPL and Okefenoke. FPL stated that once the Okefenoke substation is completed, and the transfer of ownership of the substation and the land on which it is located has been made from FPL to Okefenoke, FPL will come back to the Commission to request further modification of the territorial agreement and indicate that the subject property has been transferred to Okefenoke and will thereafter be part of Okefenoke's service territory.

In an email provided to staff that has been included in the docket file, FPL asserts that it is currently not seeking recovery of any costs to build the Okefenoke substation and FPL is not asking the Commission in this docket to make a prudence determination regarding FPL's activities. FPL stated that if the Commission approves the proposed 2019 amendment and the costs to construct the Okefenoke substation are incurred, FPL may seek recovery of those costs in a future base rate filing. If such a filing is made by FPL, the Commission would be asked to review the cost and prudence associated with the Okefenoke substation and the associated transmission assets FPL would retain.<sup>3</sup>

## **Conclusion**

The joint petitioners assert that the 2019 amendment will provide certainty to future electric customers and the joint petitioners regarding the provision of electric service within the Crawford Diamond. No customers will be transferred as a result of the proposed 2019

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<sup>3</sup> See Document No. 08721-2019, filed on September 11, 2019, in Docket No. 20190142-EU.

amendment. The joint petitioner's further state the proposed 2019 amendment represents a mutually agreeable solution to the boundary discrepancy, provides benefits to both FPL and Okefenoke, and eliminates the need for the Commission to resolve a potential future territorial dispute.

After review of the petition, the responses to staff's data requests, and a follow-up response from FPL, staff believes that the proposed 2019 amendment is in the public interest. The proposed amendment will resolve the boundary line discrepancy that exists in the area referred to as the Crawford Diamond in Nassau County and will enable FPL and Okefenoke to serve their customers in an efficient manner. In addition, no current customers will be affected as a result of the proposed 2019 amendment. As such, staff believes that the proposed clarification and amendment to the 1995 agreement between FPL and Okefenoke will not cause a detriment to the public interest and recommends Commission approval.

However, the Commission should note that in approving the 2019 amendment, the Commission makes no finding regarding the prudence or potential recovery of the costs to construct the Okefenoke substation that will be transferred to Okefenoke. Those costs would be subject of a future, appropriate rate proceeding.

**Issue 2:** Should this docket be closed?

**Recommendation:** If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. (Schrader)

**Staff Analysis:** If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order.

**CLARIFICATION AND AMENDMENT TO TERRITORIAL AGREEMENT BETWEEN  
FLORIDA POWER AND LIGHT COMPANY  
AND  
OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION f/k/a  
OKEFENOKE RURAL ELECTRIC MEMBERSHIP COOPERATIVE**

This Clarification and Amendment to the Territorial Agreement, dated as of July 13, 2019, ("2019 Amendment") is entered into by Florida Power and Light Company ("FPL") and Okefenoke Rural Electric Membership Corporation f/k/a/ Okefenoke Rural Electric Membership Cooperative ("OREMC"). FPL is a corporation with headquarters at 700 Universe Boulevard, Juno Beach, Florida 33408; an investor-owned utility operating under the jurisdiction of the Florida Public Service Commission ("Commission") pursuant to the provisions of Chapter 366, Florida Statutes; and a wholly-owned subsidiary of NextEra Energy, Inc., a registered holding company under the Federal Public Utility Holding Company Act and related regulation. OREMC is an electric corporation organized and existing under the laws of the State of Georgia and registered to transact business in the State of Florida pursuant to Section 425.27 of the Statutes of Florida. FPL and OREMC are electric utilities as defined by Section 366.02(2), Florida Statutes, and are herein collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, the Parties have an existing Territorial Agreement relating to their respective retail service areas in Baker and Nassau Counties, Florida, which was approved by the Commission by Order No. PSC-95-0668-FOF-EU on May 31, 1995 in Docket No. 920420-EU, (such agreement referred to as the "Territorial Agreement"); and;

**WHEREAS**, the Parties now desire to clarify and amend the territorial boundaries in the existing Territorial Agreement as it relates to a specified area in Nassau County commonly known as the Crawford Diamond and specified property contiguous to the Crawford Diamond;

and,

**WHEREAS**, clarifying and amending the specified territorial boundaries in the existing Territorial Agreement will avoid uneconomic duplication of services, provide for the cost effective provision of service to future utility customers as there are currently no customers receiving electric service in the Crawford Diamond or in the additional property contiguous to the Crawford Diamond which is affected by this 2019 Amendment, and will be in the public interest.

**NOW THEREFORE**, in consideration of the following mutual covenants and other good and valuable consideration, including FPL obtaining the sole right to serve in the territory described in this 2019 Amendment and FPL's agreement to construct facilities for OREMC more fully described in the Memorandum of Understanding between FPL and OREMC dated November 15, 2018, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree to clarify and amend the Territorial Agreement as follows:

1. **Clarification of Discrepancy in Existing Territorial Agreement.** The Parties agree and acknowledge that the Territorial Agreement to be clarified and amended by this 2019 Amendment contains a discrepancy in the maps on file with the Commission. More specifically, the referenced discrepancy in the Territorial Agreement is found when comparing the area shown on page 25 of the maps on file with the Commission in Docket No. 920420-EU to the area shown on pages 47 and 48 of those same maps, an area commonly referred to as the Crawford Diamond. In the absence of this 2019 Amendment, the conflicting maps can be interpreted to allow both FPL and OREMC to serve within a portion of the Crawford Diamond. This 2019 Amendment resolves that discrepancy by virtue of an agreement between the parties that the map



attached to this 2019 Amendment as Exhibit C supersedes and replaces the maps attached to the Territorial Agreement in only the specific locations identified in Exhibit A. Pursuant to this 2019 Amendment, FPL has the sole right to serve in the designated area identified on Exhibit C and described more fully in paragraph 5(a) below.

2. **Transition of OREMC service territory to FPL.** Separate and apart from the area identified in paragraph 1 of this 2019 Amendment, this 2019 Amendment addresses additional property contiguous to the Crawford Diamond which the Parties agree is currently located within the OREMC service territory as described in the Territorial Agreement on file with the Commission. This 2019 Amendment resolves by agreement of the Parties that the additional areas contiguous to the Crawford Diamond, as specifically identified on the map attached to this 2019 Amendment as Exhibit C, supersedes and replaces the maps attached to the Territorial Agreement in only the specific locations identified in Exhibit A. Pursuant to this 2019 Amendment, FPL has the sole right to serve in the designated areas contiguous to the Crawford Diamond identified on Exhibit C and described more fully in paragraph 5(b) below.

3. **No impact on existing customers.** There are no current customers whose accounts will be transferred or who will be affected or impacted by the approval of this 2019 Amendment, as there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous area addressed by this 2019 Amendment.

4. **No uneconomic duplication of facilities.** No electric utility facilities currently exist on the property that is the subject of this 2019 Amendment. In order to avoid unnecessary duplication of facilities and to serve anticipated development, the Parties agree to clarify and amend the boundaries in the Territorial Agreement as more fully described herein. Because

there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous areas addressed by this 2019 Amendment, this 2019 Amendment will allow for the deliberate planning, development and construction of electric facilities as service may be required by future customers of the Parties.

5. **Parcels affected by 2019 Amendment.**

a) The first parcel described as the Crawford Diamond, located within Sections 010 and 011, which, by virtue of this 2019 Amendment will hereinafter be served solely by FPL, is described on Exhibit D:

b) The property contiguous to the Crawford Diamond, located within Sections 003 and 004 to the north, Sections 004 and 009 to the west, and Sections 009 and 010 to the south, which, by virtue of this 2019 Amendment will hereinafter be served solely by FPL, is described on Exhibit D:

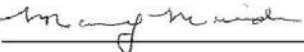
6. **Condition Precedent.** The approval of this 2019 Amendment by the Commission without modification, unless otherwise agreed to by the Parties, shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This 2019 Amendment shall have no effect whatsoever until such approval has been granted by the Commission, and the date of the Commission's Final Order, if any, granting such approval shall be deemed to be the effective date of the 2019 Amendment

7. **Existing Territorial Agreement.** All other provisions of the Territorial Agreement shall remain in effect.

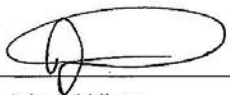
(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the Parties have caused this Clarification and Amendment to Territorial Agreement to be signed by their respective duly authorized representatives as of the date first above written.

**FLORIDA POWER & LIGHT COMPANY**

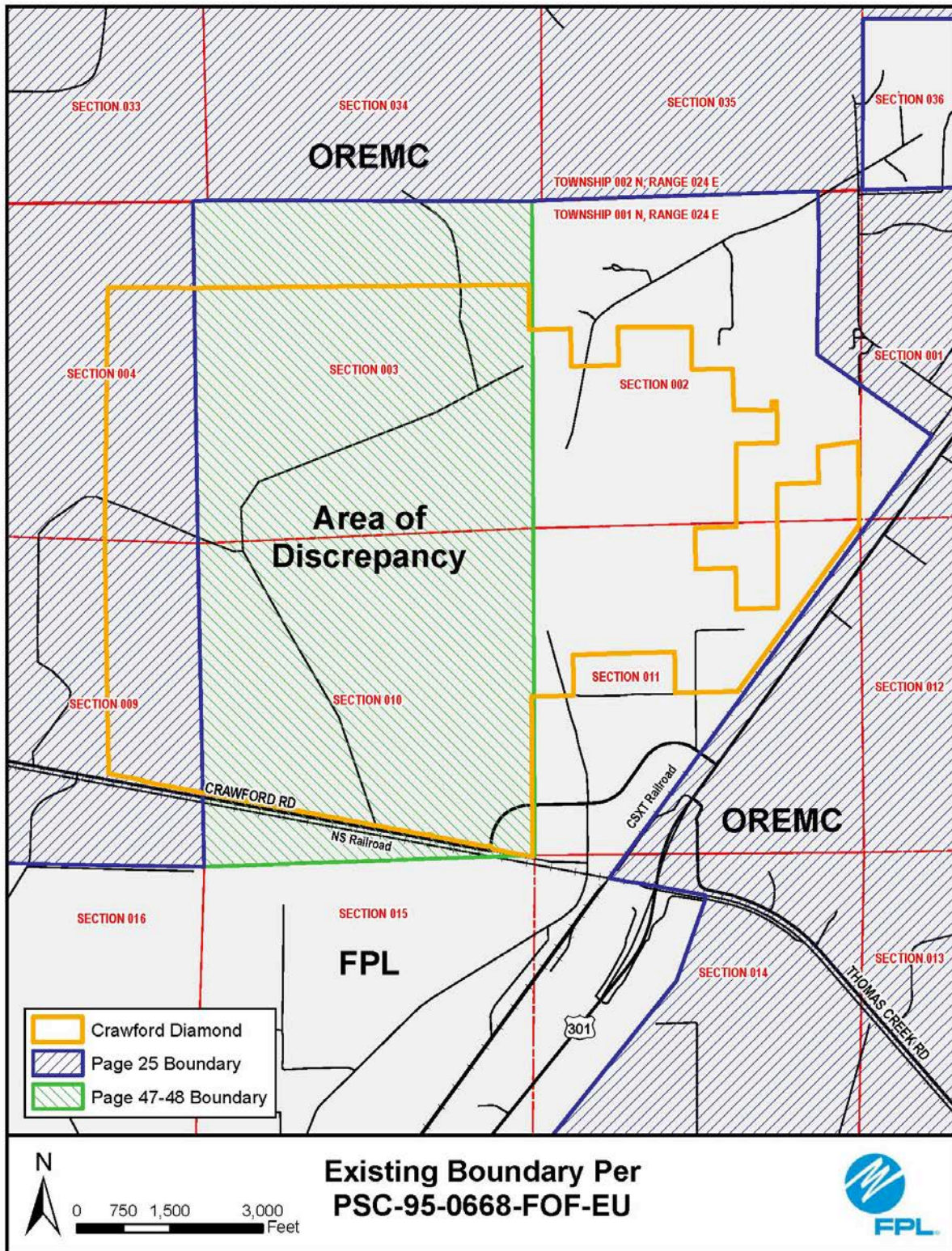
By:   
Name: Manny Miranda  
Title: Senior Vice President, Power Delivery

**OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION**

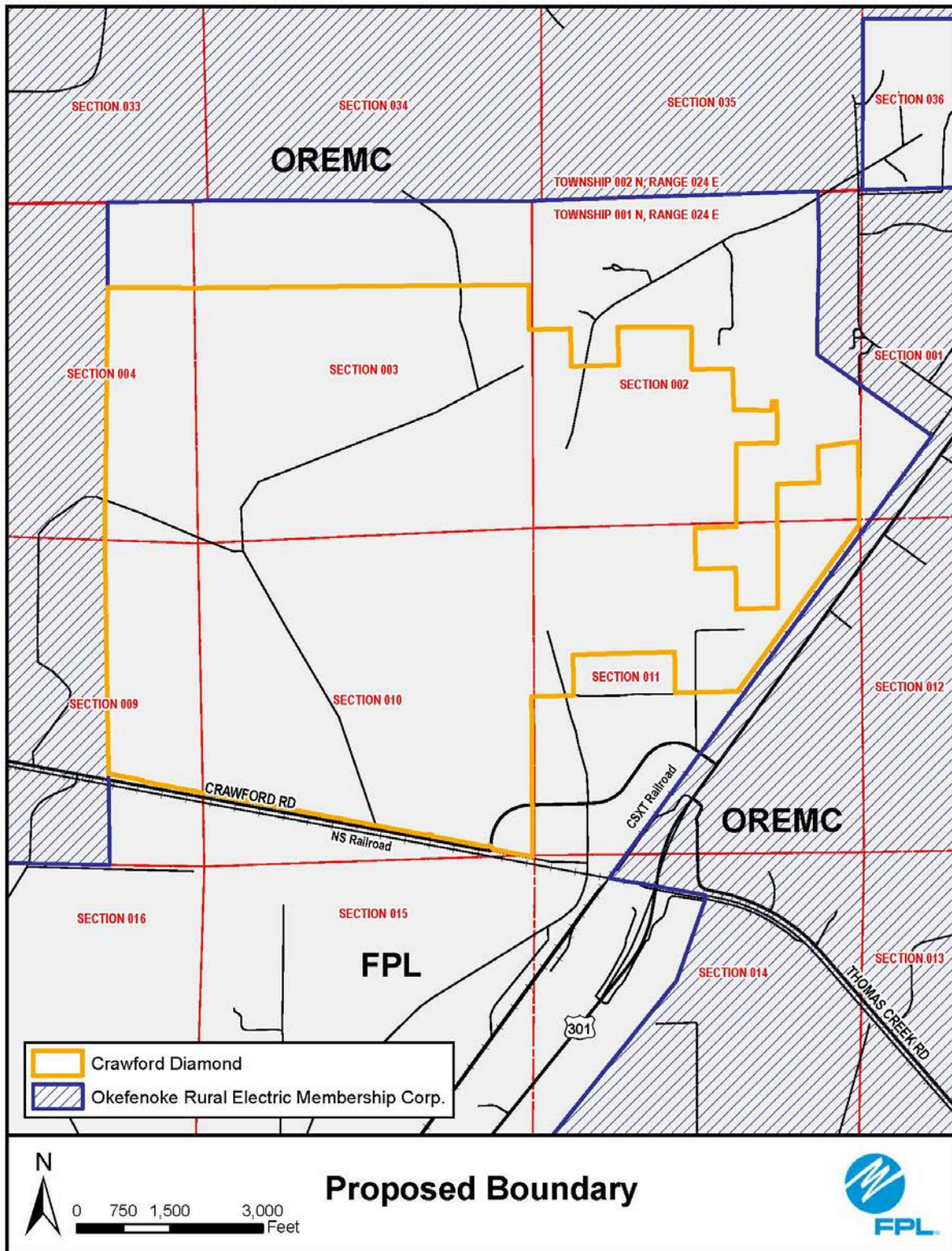
By:   
Name: John Middleton  
Title: General Manager

**Exhibit C**

Map of the area to be served by FPL in accordance with this 2019 Amendment







**Exhibit D**

Legal description of the area to be served by FPL in accordance with this 2019 Amendment

**SCHEDULE "A"  
 SKETCH OF DESCRIPTION**

**Surveyors Notes:**

1. This legal description and sketch is not valid without the original signature and seal of the signing licensed Florida surveyor and mapper.
2. The purpose of this legal description and sketch is to describe and depict the location of three (3) specific contiguous parcels of land. This is not a boundary survey.
3. The configuration and location of the lands described and depicted hereon is based on instructions and survey maps provided by the client.
4. Bearings shown hereon relative to the North American Datum of 1983/ 2007 adjustment (NAD 83/90) and are expressed in the Florida State Plane Coordinate System, North Zone (901), with the grid bearing of the east line of Section 3, Township 1 North, Range 24 East as being South 00°34' 09" East.
5. This legal description and sketch is based, in part, on a boundary survey performed by LD Bradley Land Surveyors, dated 08/14/2017, W.O. No. : 17-129.
6. Lands shown hereon were not abstracted for ownership, easements, rights-of-way or other title matters by this firm.
7. Additions or deletions to this sketch and description are prohibited without the written consent of the signing Florida licensed surveyor and mapper.
8. This sketch and description is certified for the exclusive use of Florida Power & Light Company.

**LEGAL DESCRIPTIONS:**

**Parcel 1- Additional Contiguous Lands North**

A parcel of land lying in Sections 3 and 4, Township 1 North, Range 24 East, Nassau County, Florida, being more particularly described as follows:

Section 3: North ¼ of said Section

Section 4: East ½ of the East ½ of the North ¼ of said Section

Containing 211.34 Acres, More or Less

FOR THE FIRM



**THIS IS NOT A SURVEY**

PROJECT TITLE:

**SKETCH OF DESCRIPTION  
 NASSAU CO. SOLAR SITE ENERGY SITE**

REVISIONS		
DATE	BY	DESCRIPTION
08/2019	TW	Revised per Clients Comments



**Wood Environment & Infrastructure Solutions, Inc.**  
 550 Northlake Boulevard, Suite 1000  
 Altamonte Springs, FL 32701 USA  
 Phone: (407) 522-7570  
 www.woodplc.com  
 Certificate of Authorization Number LB-0007932

DRAWN BY: TW	CHKD. BY: RMJ
DATE: 5/1/2019	DATE: 5/1/2019
JOB No. 6374181122	SCALE: N/A
	SHT. 1 OF 14
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg	



**PARCEL 2 - FEE OWNED LANDS**

**TRACT A**

A parcel of land, being a portion of Crawford, Florida, Section 11 and being a portion of Addition To Crawford, Florida, Section 2, both on file in the office of the Clerk of Court of Nassau County, Florida, and being a portion of Sections 3, 4, 9 and 10, all in Township 1 North, Range 24 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Addition To Crawford, Florida, on file in the office of the Clerk of Court of Nassau County, Florida, said point also being the Northwest corner of Section 2, Township 1 North, Range 24 East Nassau County, Florida; thence on the West line of said Addition To Crawford, Florida and also being the West line of said Section 2, S 00°34'09" E, a distance of 1336.44 feet to the Point of Beginning; thence continue on said West line, S 00°34'09" E, a distance of 722.92 feet; thence N 88°33'14" E, a distance of 664.65 feet to a point on the East line of Lot 1358 of said Addition To Crawford, Florida; thence on said East line, S 00°34'02" E, a distance of 611.01 feet to the centerline of a 60 foot Roadway of said Addition To Crawford, Florida on file in the office of the Clerk of Court of Nassau County, Florida; thence on said centerline, N 88°17'02" E, a distance of 202.09 feet to a point on the Westerly Right of Way line of Woods Road also known as Old Callahan-Baldwin Road (60 foot Right of Way); thence N 88°17'02" E, a distance of 61.47 feet to a point on the Easterly Right of Way line of Woods Road also known as Old Callahan-Baldwin Road (60 foot Right of Way); thence departing said Easterly Right of Way continue on said centerline, N 88°17'02" E, a distance of 510.03 feet; thence N 01°41'38" W, a distance of 610.37 feet; thence N 89°58'01" E, a distance of 1194.31 feet; thence S 00°06'21" E, a distance of 676.84 feet; thence N 89°56'40" E, a distance of 660.08 feet; thence S 01°31'08" E, a distance of 661.23 feet; thence S 89°51'51" E, a distance of 610.98 feet; thence N 00°38'24" E, a distance of 135.68 feet to a point on the North line of Lot 1347 of aforesaid Addition To Crawford, Florida; thence on said North line, N 88°15'35" E, a distance of 82.97 feet to the centerline of 5th Street (60 foot Roadway per Plat); thence on said centerline, S 00°13'42" E, a distance of 666.33 feet; thence S 88°13'52" W, a distance of 663.25 feet on the South line of said Lot 1347 and to the Southwest corner of said Lot 1347, said point also being the Northeast corner of Lot 1337 of said Addition To Crawford, Florida; thence on the East line of said Lot 1337 and on the East line of Lot 1330 of said Addition To Crawford, Florida, S 00°20'09" E, a distance of 1333.25 feet to the centerline of Pine Avenue (60 foot Roadway per Plat) said point also being the South line of said Addition To Crawford, Florida and also being the North line of Crawford, Florida on file in the office of the Clerk of Court of Nassau County, Florida; thence on said centerline, S 88°10'25" W, a distance of 662.17 feet to the centerline of 9th Street (60 foot Roadway per Plat); thence on said centerline and being in said Crawford, Florida, S 00°22'16" E, a distance 662.92 feet; thence N 88°16'11" E, a distance of 662.55 feet on the North line of Lot 13 of said Crawford, Florida to the Northeast corner of said Lot 13; thence on the East line of said Lot 13, S 00°24'22" E, a distance of 664.02 feet to the Southeast corner of said Lot 13 said point also being the Northwest corner of Lot 19 of said Crawford, Florida; thence on the North line of said Lot 19, N 88°21'56" E, a distance of 662.93 feet to the centerline of 5th Street (60 foot Roadway per Plat); thence on said centerline, N 00°26'28" W, a distance of 1330.25 feet; thence continue on said centerline and being in aforesaid Addition To Crawford, Florida, N 00°17'21" W, a distance of 666.31 feet; thence N 88°12'09" E, a distance of 662.71 feet on the North line Lot 1332 of said Addition To Crawford, Florida to the Northeast corner of said Lot 1332 said point also being the Southwest Corner of Lot 1334 of said Addition To Crawford, Florida; thence on the West line of said Lot 1334, N 00°14'32" W, a distance of 580.92 feet; thence N 82°36'02" E, a distance of 668.20 feet to a point on the East line of said Addition To Crawford, Florida; thence on said East line, S 00°11'43" E, a distance of 1311.86 feet to the Southeast corner of said Addition To Crawford, Florida said point also being the Northeast corner of aforesaid Crawford, Florida; thence on the East line of said Crawford, Florida, S 00°30'38" E, a distance of 22.30 feet to a point on the Northwesterly Right of Way line of Seaboard Coast Line Railroad Company (200 foot Right of Way); thence on said Northwesterly Right of Way line, S 36°07'04" W, a distance of 3338.75 feet to the centerline of Cypress Avenue (60 foot Roadway per Plat); thence on said centerline, S 88°33'26" W, a distance of 1009.42 feet; thence N 00°21'13" W, a distance of 662.35 feet on the West line of the Easterly 1/2 of Lot 28 said Crawford, Florida to the Northwest corner of said Easterly 1/2 of Lot 28 said point also being on the South line of lot 21 of said Crawford, Florida; thence on the South line of said Lot 21 and on the South line of Lots 22 and 23 of said Crawford, Florida, S 88°27'41" W, a distance of 1643.29 feet to the Southwest corner of said Lot 23 and said point also being the Northeast corner of Lot 25 of said Crawford, Florida; thence on the East line of said Lot 25, S 00°15'55" E, a distance of 659.62 feet to the centerline of aforesaid Cypress Avenue; thence on said centerline, S 88°33'26" W, a distance of 90.02 feet along said centerline to a point on aforesaid Easterly Right of Way line of Woods Road also known as Old Callahan-Baldwin Road; thence continue on said centerline S 88°33'26" W, a distance 61.87 feet to the Westerly Right of Way line of Woods Road also known as Old Callahan-Baldwin Road; thence departing said Westerly Right of Way line on said centerline, S 88°33'26" W, a distance 511.81 feet to the West line of said

**THIS IS NOT A SURVEY**

PROJECT TITLE:

**SKETCH OF DESCRIPTION  
 NASSAU CO. SOLAR SITE ENERGY SITE**



**Wood Environment & Infrastructure Solutions, Inc.**

550 Northlake Boulevard, Suite 1000  
 Altamonte Springs, FL 32701 USA  
 Phone: (407) 522-7570  
 www.woodplc.com  
 Certificate of Authorization Number LB-0007932

**REVISIONS**

DATE	BY	DESCRIPTION

DRAWN BY: TW	CHKD. BY: RMJ
DATE: 5/1/2019	DATE: 5/1/2019
JOB No. 6374181122	SCALE: N/A
	SHT. 2 OF 14

DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg



Crawford, Florida, and also being on the East line of Section 10, Township 1 North, Range 24 East Nassau County, Florida; thence on said East line, N 00°13'47" W, a distance of 1317.04 feet to the Southeast corner of the North ¼ of said Section 10; thence departing said East line and on the South line of said North ¼ of Section 10, S 88°16'55" W, a distance of 5414.79 feet to the Southwest corner of said North ¼ of Section 10 said point being the Southeast corner of the Northeast ¼ of the Northeast ¼ of Section 9, Township 1 North, Range 24 East Nassau County, Florida; thence departing said South line and on the South line of said Northeast ¼ of the Northeast ¼ of Section 9, N 88°01'12" W a distance of 1457.27 feet to the Southwest corner of said Northeast ¼ of Section 9; thence departing said South line and on the West line of said Northeast ¼ of the Northeast ¼ of Section 9, N 00°55'50" W a distance of 1323.45 feet to the Northwest corner of said Northeast ¼ of the Northeast ¼ of Section 9 said point also being the Southwest corner of the East ½ of the East ½ of the South ¾ of Section 4, Township 1 North, Range 24 East, Nassau County, Florida; thence departing said West line and on the West line of said East ½ of the East ½ of the South ¾ of Section 4, N 00°41'33" E, a distance of 4077.62 feet to the Northwest corner of said East ½ of the East ½ of the South ¾ of Section 4; thence departing said West line and on the North line of said East ½ of the East ½ of the South ¾ of Section 4, S 89°30'07" E, a distance of 1379.01 feet to the Northwest corner of the South ¾ of Section 3, Township 1 North, Range 24 East, Nassau County, Florida; thence departing said North line and on the North line of said South ¾ of Section 3, N 89°28'34" E, a distance of 5417.14 feet to the Point of Beginning.

Containing 1318.99 Acres +/-

**TRACT B:**

A parcel of land, being a portion of Section 10, Township 1 North, Range 24 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 10, Township 1 North, Range 24 East Nassau County, Florida; thence on the East line of said Section 10, N 00°13'47" W, a distance of 33.44 feet to a point on the Northerly County Maintained Right of Way line of Crawford Road and the Point of Beginning; thence departing said East line and on said Northerly County Maintained Right of Way line for the next 2 courses, N 78°55'15" W, a distance of 633.61 feet; thence N 49°03'03" W, a distance of 21.44 feet to a point on the Southeasterly Right of Way line of Crawford Industrial Park Road (66 foot right of Way); thence departing said Southeasterly Right of Way line continue along said Northerly County Maintained Right of Way line, N 47°40'54" W, a distance of 89.58 feet to a point on the Northwesterly Right of Way line of Crawford Industrial Park Road (66 foot right of Way); thence departing said Northwesterly Right of Way line and on said Proposed Northerly Right of Way line, for the next 13 courses, S 55°05'35" W, a distance of 35.84 feet; thence N 79°27'20" W, a distance of 916.59 feet; thence N 10°32'40" E, a distance of 20.00 feet; thence N 79°27'20" W, a distance of 55.00 feet; thence S 10°32'40" W, a distance of 20.00 feet; thence N 79°27'20" W, a distance of 2987.13 feet; thence N 10°32'40" E, a distance of 20.00 feet; thence N 79°27'20" W, a distance of 25.00 feet; thence S 10°32'40" W, a distance of 20.00 feet; thence N 79°27'20" W, a distance of 1675.00 feet; thence N 10°32'40" E, a distance of 20.00 feet; thence N 79°27'20" W, a distance of 25.00 feet; thence S 10°32'40" W, a distance of 20.00 feet; thence N 79°27'20" W, a distance of 531.59 feet to a point on the West line of the East 1/2 of the East 1/2 of the South 3/4 of Section 9, Township 1 North, Range 24 East, Nassau County, Florida; thence departing said Proposed Northerly Right of Way line and on said West line, N 00°55'50" W, a distance of 2493.01 feet to the Northwest corner of said East 1/2 of the East 1/2 of the South 3/4 of Section 9; thence departing said West line and on the North line of said East 1/2 of the East 1/2 of the South 3/4 of Section 9, S 88°01'12" E, a distance of 1457.27 feet to the Northeast corner of said East 1/2 of the East 1/2 of the South 3/4 of Section 9 said point also being the Northwest corner of the South 3/4 of aforesaid Section 10; thence departing said North line and on the North line of said South 3/4 of Section 10, N 88°16'55" E, a distance of 5414.79 feet to the Northeast corner of said South 3/4 of Section 10; thence departing said North line and on the East line of Section 10, S 00°13'47" E, a distance of 3030.09 feet to a point on the Northwesterly Right of Way line of Crawford Industrial Park Road; thence departing said Northwesterly Right of Way line and on said East line, S 00°13'47" E, a distance of 66.01 feet to a point on the Southeasterly Right of Way line of Crawford Industrial Park Road; thence departing said Southeasterly Right of Way line and on said East line, S 00°13'47" E, a distance of 821.59 feet to the Point of Beginning.

Containing 495.66 Acres +/-

Parcel 2 Total Acres 1814.65 +/-

**THIS IS NOT A SURVEY**

PROJECT TITLE:

**SKETCH OF DESCRIPTION  
 NASSAU CO. SOLAR SITE ENERGY SITE**



**Wood Environment & Infrastructure Solutions, Inc.**

550 Northlake Boulevard, Suite 1000  
 Altamonte Springs, FL 32701 USA  
 Phone: (407) 522-7570  
 www.woodplc.com  
 Certificate of Authorization Number LB-0007932

**REVISIONS**

DATE	BY	DESCRIPTION

DRAWN BY: TW	CHKD. BY: RMJ
DATE: 5/1/2019	DATE: 5/1/2019
JOB No. 6374181122	SCALE: N/A
	SHT. 3 OF 14

DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg

**Parcel 3- Additional Contiguous Lands South**

*A parcel of land lying in Sections 9 and 10 Township 1 North, Range 24 East, Nassau County, Florida, being more particularly described as follows:*

*Section 9: That part of the East ½ of the East ½ of the South ¾ of said Section 9 lying south of the proposed north right-of-way line of Crawford Road*

*Section 10: That part of said Section 10 lying south of the proposed north right-of-way line of Crawford Road*

*Containing 124.52 Acres +/-*

W:\2019\0142-EU\20190142-EU.dwg - 81 Nassau Co. Solar Site.dwg (2/20/19) 5/21/19

**THIS IS NOT A SURVEY**

PROJECT TITLE: <p style="text-align: center;"><b>SKETCH OF DESCRIPTION                  NASSAU CO. SOLAR SITE ENERGY SITE</b></p>		REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	BY	DESCRIPTION									
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 <p style="text-align: center;"><b>Wood Environment &amp; Infrastructure Solutions, Inc.</b>                  550 Northlake Boulevard, Suite 1000                  Altamonte Springs, FL 32701 USA                  Phone: (407) 522-7570                  www.woodplc.com                  Certificate of Authorization Number LB-0007932</p>		DRAWN BY: <u>TW</u> DATE: <u>5/1/2019</u>	CHKD. BY: <u>RMJ</u> DATE: <u>5/1/2019</u>												
		JOB No. <u>6374181122</u>	SCALE: <u>N/A</u>												
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg		SHT. <u>4</u> OF <u>14</u>													