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July 17, 2019

VIA ELECTRONIC FILING

Mr. Adam Teitzman
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Joint Petition of FPL and OREMC for Approval of Amendment to Territorial Agreement-
Initial Pleading

Dear Mr. Teitzman:

Attached please find the Joint Petition for Amendment of Territorial Agreement, together with attached Exhibits A through F, which is being filed on behalf of Florida Power & Light Company ("FPL") and Okefenoke Rural Electric Membership Corporation ("OREMC"). This is the initial pleading in this matter, and FPL and OREMC respectfully request that a docket number be assigned to this matter.

My thanks in advance for your anticipated cooperation.

Please contact me if you or your Staff has any questions regarding this filing.

Sincerely,

Kenneth M. Rubin

Enclosure

cc: E. Dylan Rivers, Esq., counsel for OREMC

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Florida Power & Light
Company and Okefenoke Rural Electric
Membership Corporation to Amend Territorial
Agreement

Docket No. _____

Filed: July 17, 2019

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

Florida Power & Light Company (“FPL” or the “Company”) and Okefenoke Rural Electric Membership Corporation (“OREMC”) (FPL and OREMC collectively also referred to as “Joint Petitioners”), pursuant to Rule 25-6.0440, Florida Administrative Code (“F.A.C.”), Rule 28-106.201, F.A.C., and Section 366.04, Florida Statutes, hereby jointly petition the Florida Public Service Commission (“FPSC” or the “Commission”) for approval of a clarification and amendment to the Joint Petitioners’ existing territorial agreement as it relates to certain territorial boundaries in portions of Nassau County, Florida, and in support thereof state as follows:

I. Introduction and Background

1. FPL is a corporation with headquarters at 700 Universe Boulevard, Juno Beach, Florida 33408. FPL is an investor-owned utility operating under the jurisdiction of this Commission pursuant to the provisions of Chapter 366, Florida Statutes. FPL is a wholly-owned subsidiary of NextEra Energy, Inc., a registered holding company under the Federal Public Utility Holding Company Act and related regulations. FPL provides generation, transmission, and distribution service to nearly 5 million retail customer accounts and an estimated 10 million people.

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

Kenneth A. Hoffman
Vice President, Regulatory Affairs
ken.hoffman@fpl.com
Florida Power & Light Company
134 West Jefferson Street
Tallahassee, FL 32301-1713
850-521-3919
850-521-3939 (fax)

Kenneth M. Rubin
Assistant General Counsel
ken.rubin@fpl.com
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
561-304-5639
561-691-7135 (fax)

3. 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.

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

E. Dylan Rivers
Ausley McMullen, P.A.
drivers@ausley.com
123 South Calhoun Street
Tallahassee, FL 32312
850-224-9115
850-222-7560 (fax)

John Middleton
Okefenoke Rural Electric Membership Corporation
john.middleton@oremc.com
14384 E. Cleveland Street
Nahunta, GA 31553
800-262-5132 x. 1116

5. This Joint Petition is being filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Blvd, Tallahassee, FL 32399. The agency's file that is affected by this Joint Petition is Docket No. 920420-EU. This case involves requested clarification and modification of an agency decision which has been known to the Joint Petitioners since the Commission's issuance of Order No. PSC-95-0668-FOF-EU ("Order 0668") dated May 31, 1995. A concise statement of the ultimate facts alleged, including the specific facts the Joint Petitioners contend warrant clarification and modification of the agency's 1995 decision, is provided herein. Additionally, a statement of the

relief sought by the Joint Petitioners, stating precisely the action the Joint Petitioners wish the agency to take with respect to the agency's prior order, is also provided herein. Joint Petitioners state that it is not known which, if any, of the issues of material fact set forth in the body of this Joint Petition may be disputed by others planning to participate in this proceeding. However, there are no issues of material fact that are in dispute as between the Joint Petitioners.

6. There is no territorial dispute to be resolved in this docket; FPL and OREMC agree to the relief requested in this Joint Petition. As a result, Rule 25-6.0441, F.A.C., is not applicable to this proceeding. This Joint Petition merely seeks a clarification of and amendment to an existing territorial agreement for the primary purpose of clarifying a discrepancy in the maps on file with the Commission, and authorizing FPL to serve potential future customers on additional contiguous property which is currently located within OREMC's service territory.

7. By Order No. PSC-95-0668-FOF-EU ("Order 0668") dated May 31, 1995, the Commission issued its Order Approving Joint Plan to Eliminate Duplicate Electric Facilities and Resolve Territorial Disputes as a Proposed Agency Action. Order 0668 was not protested and became final agency action. Attachment 1 to Order 0668, incorporated by reference into the Order, is the "Territorial Agreement Between Florida Power & Light Company and Okefenoke Rural Electric Membership Cooperative" which includes, as a further attachment beginning on page 22, a series of maps delineating the territorial boundaries approved by the Commission. The discrepancy FPL and OREMC seek to resolve through amendment of the existing 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. The area where the discrepancy exists is commonly referred to as the Crawford Diamond. Read separately, the conflicting maps can be interpreted to allow both FPL and OREMC to serve

within the greater portion of the Crawford Diamond. As will be described in more detail below, FPL and OREMC have entered into an agreement that, subject to Commission approval, will resolve the stated discrepancy so that the Crawford Diamond will thereafter be served solely by FPL.

8. In addition to the foregoing, FPL seeks Commission approval to serve potential future customers on certain specifically identified property in the vicinity of and contiguous to the Crawford Diamond which is currently located within OREMC's service territory but which will become part of the territory served by FPL if this Joint Petition is granted. The agreement referred to in the preceding paragraph, if approved by the Commission, will alter the territorial lines so that the additional specifically identified property contiguous to the Crawford Diamond (which is more specifically delineated on the map attached to this Joint Petition) will also thereafter be served solely by FPL.

9. Order 0668, issued following settlement of the matters addressed in Docket No. 920420-EU, includes the following statement:

"The settlement agreement embodies the Commission's objectives of delineating electric distribution systems, avoiding uneconomic duplication of facilities and providing for a reliable electric grid. Upon consideration we find the settlement agreement to be in the public interest, and we approve it." (Page 6 of Order 0668)

10. Joint Petitioners respectfully suggest that this current request will similarly embody the Commission's objectives of delineating electric distribution systems, avoiding uneconomic duplication of facilities, and providing a reliable electric grid. Modification of the existing territorial agreement will also be in the best interests of future customers of both FPL or OREMC, and will in all respects best serve the public interest.

II. Request to Clarify and Amend Territorial Agreement

11. FPL and OREMC currently operate pursuant to the Territorial Agreement

approved by Order 0668 and attached hereto as Exhibit A. That Territorial Agreement, at Section 4.1, states that “This Agreement shall continue and remain in effect until the Commission, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing.”

12. FPL and OREMC have entered into an agreement to clarify and amend the existing Territorial Agreement, subject to Commission approval. A copy of the document entitled “Clarification and Amendment to Territorial Agreement Between Florida Power and Light Company and Okefenoke Rural Electric Membership Cooperative” is attached hereto and marked as Exhibit B.

13. Additionally, Rule 25-6.0440, F.A.C., requires any modifications to existing territorial agreements to be submitted to the Commission for approval. Rule 25-6.0440, F.A.C., further requires clear identification of the geographical area to be served by each utility. Submissions for approval of territorial agreements must also include specific information required by 25-6.0440(1)(a)-(f), F.A.C. The required information is included below:

(a) A map and a written description of the area: The map and written description of the area are attached hereto and marked as Exhibits C and D, respectively. The area in the Crawford Diamond where the discrepancy to be resolved through approval of the Clarification and Amendment to the Territorial Agreement is primarily located in Sections 010 and 011 as shown in Exhibit C.

(b) The terms and conditions pertaining to implementation of the agreement, and any other terms and conditions pertaining to the agreement: FPL and OREMC have entered into a Memorandum of Understanding (“MOU”) dated November 15, 2018 which clarifies the discrepancy referred to above and also identifies the additional property that

the Joint Petitioners agree will be within FPL's service territory should this Joint Petition be granted. Implementation of the provisions of the MOU will occur provided the Commission approves this Joint Petition by issuance of an Order agreeable to both FPL and OREMC, and the time passes for any protest and appeal to be taken, defined in the MOU as the FPSC Final Order. A copy of the MOU is attached hereto and marked as Exhibit E. Additionally, as described in paragraph 12 above, FPL and OREMC have also entered into a Clarification and Amendment to the existing Territorial Agreement Between Florida Power & Light Company and Okefenoke Rural Electric Company, a copy of which is attached hereto and marked as Exhibit B.

(c) The number and class of customers to be transferred: No customers will be transferred as a result of the requested amendment, as there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous area currently located within OREMC's which will become part of FPL's service territory if this Joint Petition is granted.

(d) Assurance that the affected customers have been contacted and the difference in rates explained: As indicated in paragraph 13(c), no customers will be transferred as a result of the requested amendment, as there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous area currently located within OREMC's service and which will become part of FPL's service territory if this Joint Petition is granted. As a result there are no customers to be contacted regarding any change in rates.

(e) Information with respect to the degree of acceptance by affected customers, i.e., the number in favor of and those opposed to the transfer: As indicated in paragraph 13(c), no

customers will be transferred as a result of the requested amendment, as there are currently no customers receiving electric service in the Crawford Diamond or in the additional contiguous area currently located within OREMC's service territory which will become part of FPL's service territory if this Joint Petition is granted. As a result there are no customers who could be in favor of or opposed to the clarification and/or modification in the territorial boundaries.

(f) An official Florida Department of Transportation (DOT) General Highway County map for each affected county depicting boundary lines established by the territorial agreement: An official DOT General Highway County map for each affected county (i.e., Nassau County) depicting boundary lines established by the clarification of and amendment to the territorial agreement is attached hereto and marked as Exhibit F.

14. As outlined in Rule 25-6.0440(2), in approving territorial agreements the Commission may consider, but not be limited to, consideration of certain enumerated factors. The information identified in 25-6.0440(2)(a)-(c), F.A.C., is included below in connection with each of the provisions of the Rule:

(a) The reasonableness of the purchase price of any facilities being transferred: In this case there are no existing facilities being transferred. However, as more fully outlined on the MOU attached as Exhibit E, in the event the Commission approves this Joint Petition and issues the FPSC Final Order as that term is defined in the MOU, FPL will construct the facilities more fully described in the MOU and will transfer title to those facilities to OREMC.

(b) The reasonable likelihood that the agreement, in and of itself, will not cause a decrease in the reliability of electrical service to the existing or future ratepayers of any utility party to the agreement: Currently there is no electric service in the area addressed by this Joint

Petition, and as indicated above, there are currently no customers in the affected area receiving electric service. In terms of potential future customers who may require service in the Crawford Diamond and in the additional contiguous property that will be served by FPL if the Commission approves this Joint Petition, FPL has a strong track record of delivering reliable service in a highly efficient manner. FPL is confident that future customers who may choose to live or operate facilities receiving electric service in the area that is the subject of this Joint Petition will receive highly reliable service consistent with the high levels FPL provides to all of its customers.

(c) The reasonable likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities: Because there are no current customers or service provided within the area that is the subject of this Joint Petition, there will be no uneconomic duplication of facilities. In fact, clarification and modification of the territorial agreement now, before there are any customers to be served in the affected area by an electric utility, will provide the opportunity for each of the Joint Petitioners to plan and construct facilities to serve future customers within each of their respective service territories in a way that will affirmatively allow for the avoidance of any potential uneconomic duplication of facilities.

15. For the reasons described herein, approval of this Joint Petition will be in the public interest, and will allow for the deliberate planning, development and construction of electric facilities as service is required by future customers of both FPL and OREMC.

16. FPL and OREMC jointly represent to the Commission that, for the foregoing reasons, clarification and amendment of the Territorial Agreement: (a) is in the public interest, and (b) will result in the delivery of efficient and reliable electrical service to future customers of both FPL and OREMC, while at the same time eliminating potential uneconomic duplication of

facilities. Accordingly, FPL and OREMC respectfully request the Commission approve the clarification and amendment to the Territorial Agreement between FPL and OREMC for the reasons described herein.

WHEREFORE, the Joint Petitioners request that the Commission enter an order granting the requests in this Joint Petition for Approval of Amendment to Territorial Agreement and approving the Clarification and Amendment to the Territorial Agreement between FPL and OREMC.

Respectfully submitted,

By: s/Kenneth M. Rubin
Kenneth Rubin
Assistant General Counsel
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

By: s/E. Dylan Rivers
E. Dylan Rivers
Ausley McMullen, P.A.
123 South Calhoun Street
Tallahassee, FL 32312

Exhibit A

Existing Territorial Agreement between Florida Power and Light Company and Okefenokee Rural
Electric Membership Cooperative

TERRITORIAL AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
OKEFENOKEE RURAL ELECTRIC MEMBERSHIP COOPERATIVE

Section 0.1 This is a Territorial Agreement made and entered into by and between OKEFENOKEE RURAL ELECTRIC MEMBERSHIP CORPORATION, an electric cooperative 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 (herein called the "COOPERATIVE"), and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (herein called the "COMPANY"), for the express purpose of seeking an Order of the Florida Public Service Commission adopting the following recommended Territorial Agreement;

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and its Charter, is authorized and empowered to furnish electricity and power to its members, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers in areas of Baker and Nassau Counties, Florida and elsewhere; and

Section 0.3 WHEREAS, the COMPANY, by virtue of its Charter and the laws of Florida, is authorized and empowered to furnish electricity and power to persons, firms and corporations throughout

the State of Florida and pursuant to such authority presently furnishes electricity and power to customers in areas of Baker and Nassau Counties, Florida, and elsewhere; and

Section 0.4 WHEREAS, the respective areas of service of the parties hereto in Baker and Nassau Counties are contiguous in many places with the result that future duplication of service facilities will occur unless such duplication is precluded by a territorial agreement; and

Section 0.5 WHEREAS, the Florida Public Service Commission (herein called the "COMMISSION") has previously recognized that any such duplication of said service facilities by the parties result in needless and wasteful expenditures; and

Section 0.6 WHEREAS, the Commission is empowered by Section 366.04, Florida Statutes, to approve territorial agreements; and

Section 0.7 WHEREAS, the parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid possible duplications and to that end desire to establish territorial boundaries;

Section 0.8 NOW, THEREFORE, in fulfillment of the purposes and

Section 1.4 End Use Facilities - As used herein, the term "End Use Facilities" shall mean a geographic location where the electric

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energy used by a customer is ultimately consumed.

ARTICLE II
ELIMINATION OF OVERLAPPING FACILITIES

Section 2.1 As a result of the establishment of the boundary herein certain customer accounts and distribution facilities shall be transferred between the parties to comply with Section 1.1. Until such transfers are accomplished pursuant to Section 2.5, each utility is authorized to continue providing service to those identified customer locations.

Section 2.2 Those customer accounts identified in Exhibit "B" shall be transferred from the COOPERATIVE to the COMPANY.

Section 2.3 Those customer accounts identified in Exhibit "C" shall be transferred from the COMPANY to the COOPERATIVE.

Section 2.4 Each party is responsible for making the necessary modifications to its facilities to effect the transfers in Sections 2.2 and 2.3.

Section 2.5 The distribution facilities necessary to effect the transfers required by Sections 2.2 and 2.3, and the identified customer accounts, shall be transferred to the appropriate party

within one year of the COMMISSION's final order approving this Territorial Agreement. The one year period beginning with the Commission's final order of approval shall be the "transfer period".

If during the transfer period major repairs to the facilities to be transferred occur before the transfer due to storm damage, then the party which is to acquire those facilities shall pay, upon presentation of appropriate cost information, all capital costs only of the aforesaid repairs. However, before any major storm damage repairs are made, the acquiring party shall be given the opportunity to do the repairs itself, and effectuate the transfer of those storm damage customers at the time of repair. The parties hereto agree to timely notify each other, by letter, of any governmental mandate to relocate, for road modifications, facilities scheduled for transfer, and coordinate the customer transfers to allow the receiving party to carry out the relocation.

Prior to and after transfer of these facilities, it may be necessary for the parties to jointly use certain facilities and the COMPANY and COOPERATIVE shall enter into, as necessary, an appropriate joint use agreement for those specific facilities. Facilities are to be transferred in good operating condition. Customer meters and oil-filled equipment will not be transferred. Upon transfer of any facilities, the receiving utility shall be solely responsible for any maintenance, removal, upgrading or

improvements to those facilities.

Section 2.6 No provision of this Agreement shall be construed as applying to bulk power supply for resale, or to facilities dedicated to such bulk power supply.

Section 2.7 The utilities intend that transferred customers suffer no hardship due to different deposit requirements of each utility. The transferring utility will refund and/or apply to the final bill any deposit currently applicable. The receiving utility will then bill the customer a deposit, no greater than the deposit required by the transferring utility. The customer will be allowed to make up to three equal payments over three months to meet the deposit requirements of the receiving utility.

Section 2.8 All easements, street light contracts and joint use agreements held by either the COMPANY or the COOPERATIVE necessary or appurtenant to serving customers transferred pursuant to this Agreement are hereby assigned to the utility receiving the transferred customers.

Section 2.9 Allocations - The Cooperative Territorial Area, as herein defined, is hereby allocated to the COOPERATIVE as its service area, and the Company Territorial Area, as herein defined,

is hereby allocated to the COMPANY as its service area. The parties shall each have the right to provide retail distribution electric service to all customers within their respective territorial area. Neither party shall hereafter serve or offer to serve a retail customer whose End Use Facilities are located in the territorial area of the other party except as provided in Sections 2.10 and 2.11 below.

Section 2.10 Existing Points of Service - Because of the impracticality of establishing a boundary that places all COOPERATIVE or COMPANY retail distribution customers in the respective territorial areas of COOPERATIVE and COMPANY, both COOPERATIVE and COMPANY may continue to serve the locations shown in Exhibit "D", which are in the retail territorial area of the other party at the time of this agreement. Each party may maintain, repair and replace its facilities used to service such locations. A party serving a location listed on Exhibit "D" may install new facilities at such locations as long as the new facilities do not duplicate the existing facilities of the other party. In the event that there is a change of use for any customer listed in Exhibit "D" of this agreement, the parties agree to notify the Commission of such change of use. Nothing about this notification or change of use shall require any change to this agreement or automatically trigger a review of this agreement by

the parties or the Commission.

Section 2.11 Temporary Service - The parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end use facilities either cannot or should not be immediately served by the party in whose territorial area they are located. In such situations, upon written request by the party in whose territorial area the end use facilities are located, to the other party, the other party may agree in writing to temporarily provide service to such customer. If such temporary service lasts, or is expected to last for more than one year, the parties will seek formal approval of the service from the Commission.

Section 2.12 Express Feeders - FPL and OREMC may continue to have and maintain their existing respective 3-phase feeder lines within the service area of the other party for the purpose of express feed through the area. No such facilities shall be used by the owner to provide service to customers located in the service area of the other party.

ARTICLE III
PREREQUISITE APPROVAL

Section 3.1 Regulatory Approval - The provisions of this Agreement are subject to the regulatory authority of the Commission

whose approval shall be a prerequisite to the validity and applicability hereof. Neither party shall be bound hereunder until such approval has been obtained.

Section 3.2 Other Approval - To the extent required by law, the transfer of facilities discussed in Article II, above, shall be subject to approval by the Rural Utilities Service (formerly the Rural Electrification Administration) and the National Rural Utilities Cooperative Finance Corporation. No facilities or customers shall be transferred prior to the receipt of such approvals. The COOPERATIVE shall use its best efforts to meet the transfer timetable established in this Agreement. To the extent practicable the COMPANY and COOPERATIVE shall transfer customers in a contemporaneous fashion.

ARTICLE IV DURATION

Section 4.1 Duration - This Agreement shall continue and remain in effect until the Commission, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing.

ARTICLE V CONSTRUCTION OF AGREEMENT

Section 5.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with

responsible for:

(a) Any tax, penalty or fee assessed on the COOPERATIVE arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the operations of the facilities before the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COOPERATIVE in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COOPERATIVE arising out of transactions or events in any way related to the facilities;
or

(e) Any accrued but unpaid obligation of the COOPERATIVE.

Section 6.3 **No Assumption of Liabilities by COOPERATIVE** - The COOPERATIVE will not be responsible for any financial obligations or liabilities of the COMPANY. Without limiting the generality of the foregoing, the COOPERATIVE shall not assume or be responsible for:

(a) Any tax, penalty or fee assessed on the COMPANY arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the

operations of the facilities after the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COMPANY in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COMPANY arising out of transactions or events in any way related to the facilities; or

(e) Any occurred but unpaid obligation of the COMPANY.

Section 6.4 Environmental Indemnification - The COOPERATIVE shall indemnify and hold the COMPANY harmless from and against any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including but not limited to attorney's fees, paralegal charges and expenses, arising directly, or indirectly, in whole or in part, out of:

(a) Any activity by the COOPERATIVE's employees, contractors or agents, in connection with the treatment, decontamination, handling, removal, storage, cleanup, transport or disposal or hazardous material related to the COOPERATIVE's facilities transferred to the COMPANY; and

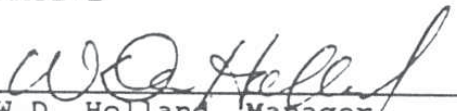
(b) The presence caused by the COOPERATIVE, its employees, agents or contractors or any hazardous materials or

releases or discharges of hazardous materials associated with the COOPERATIVE's facilities transferred to the COMPANY occurring before the transfers.

The COMPANY shall indemnify the COOPERATIVE in the same manner for (a) and (b) above, as they relate to the COMPANY's facilities transferred to the COOPERATIVE.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in triplicate by the COOPERATIVE in its name by its Manager and by the COMPANY in its name by its Vice President; and one of said triplicate copies has been delivered to each of the parties hereto.

OKEFENOKEE RURAL ELECTRIC MEMBERSHIP
COOPERATIVE

By: 
W.D. Holland, Manager

FLORIDA POWER & LIGHT COMPANY

By: 
R.M. Marshall, Vice President

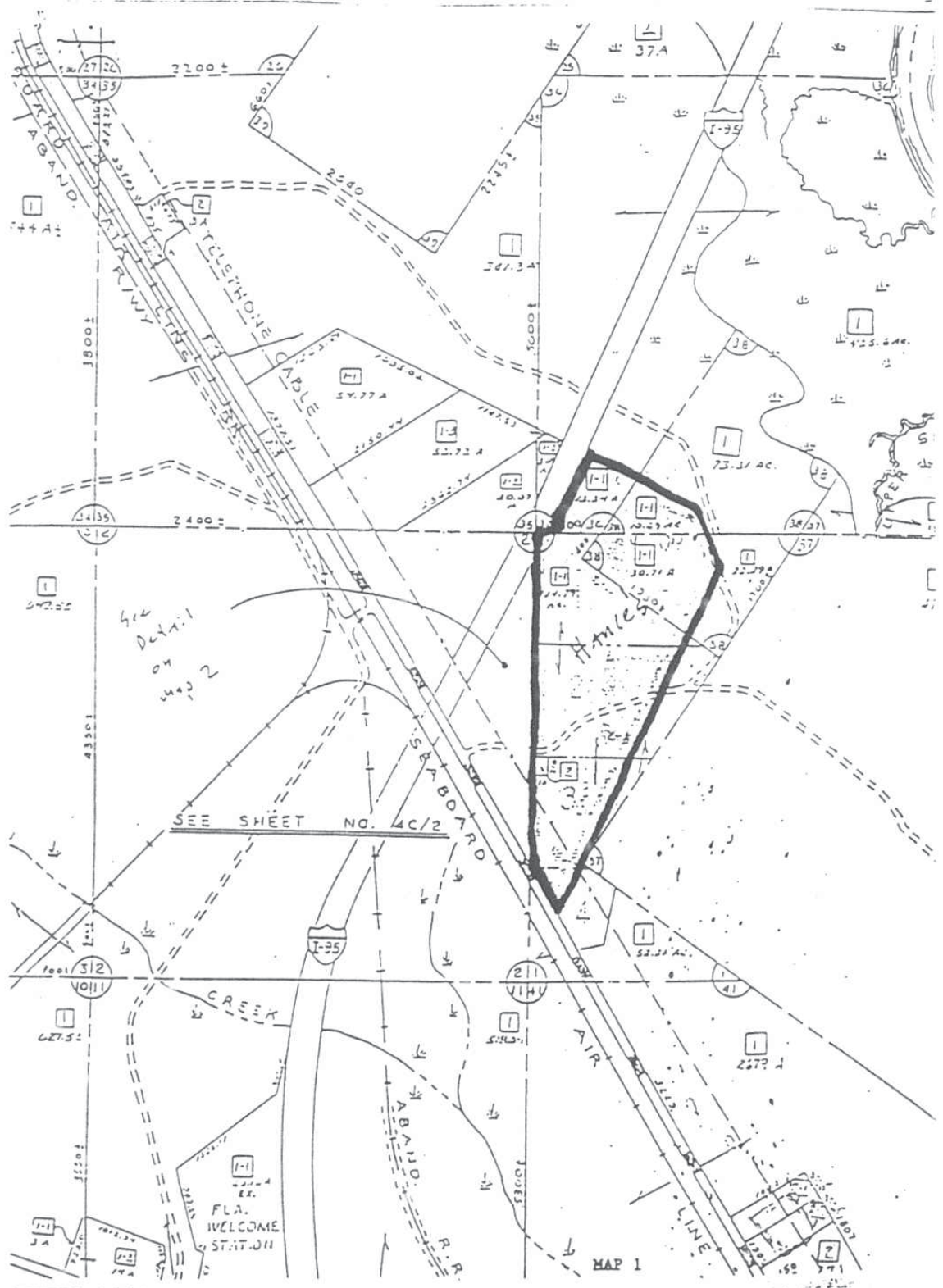
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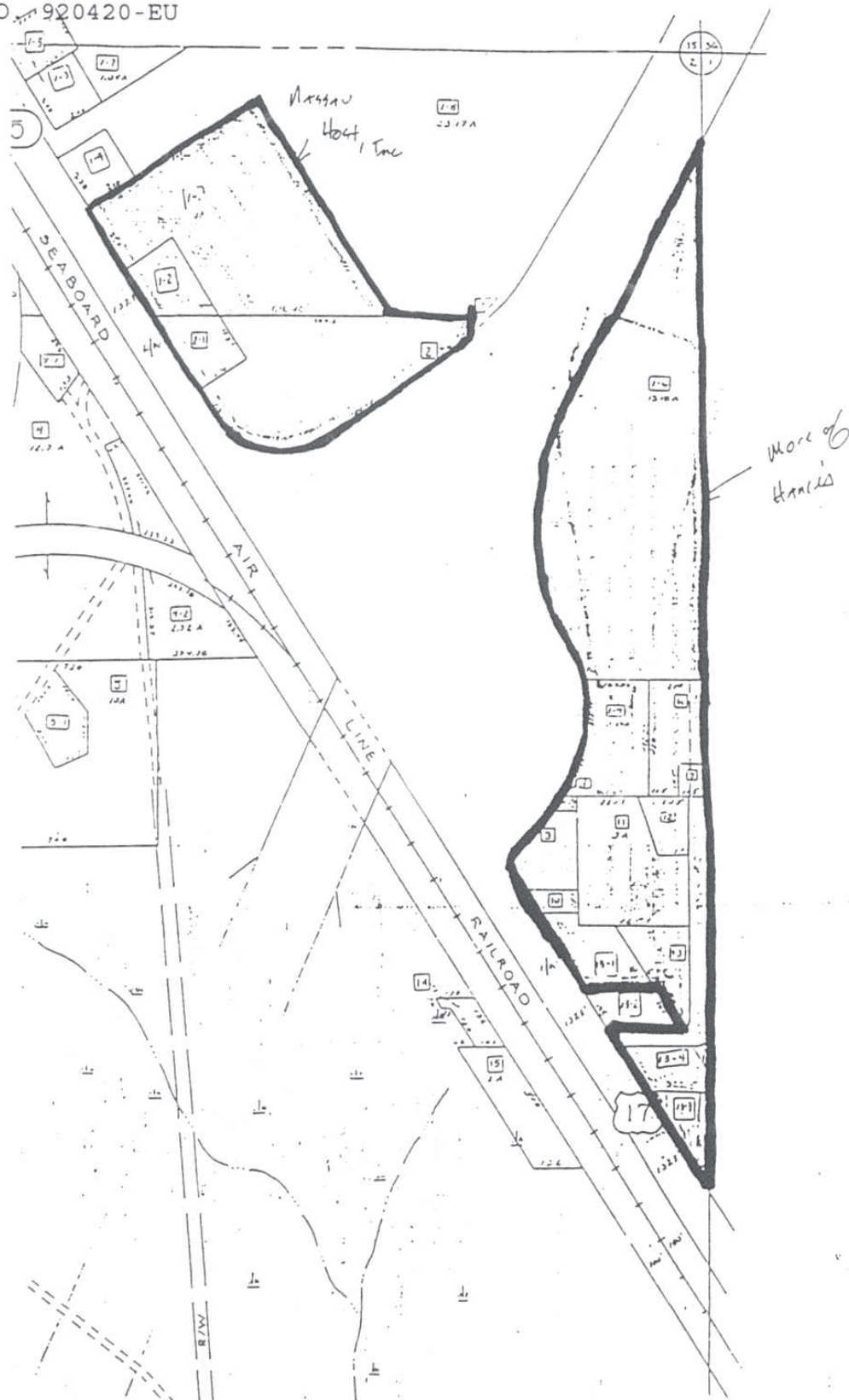
ATTACHMENT 1

Exhibit "A"

FPL and OREMC Maps to be Attached

ATTACHMENT 1





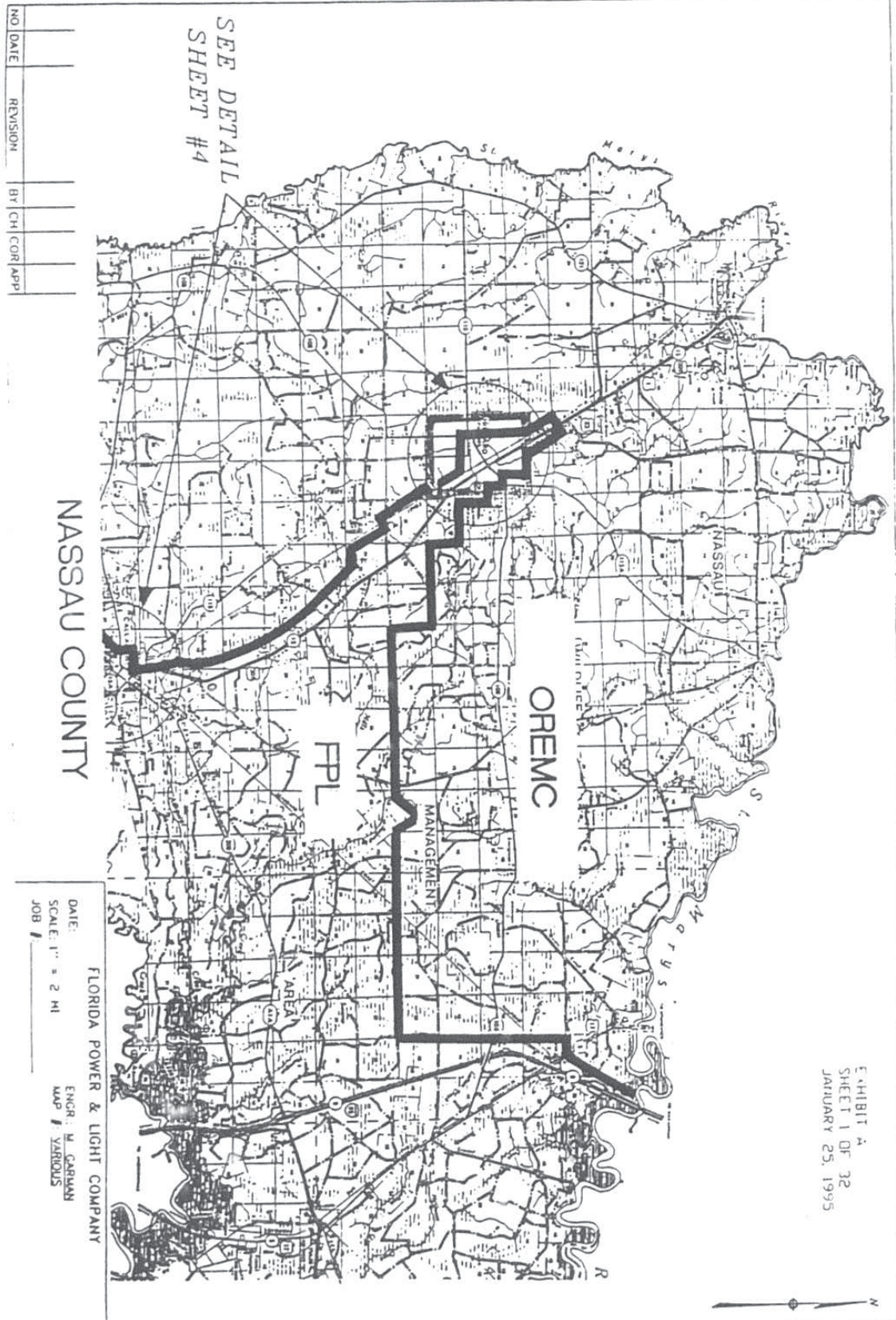
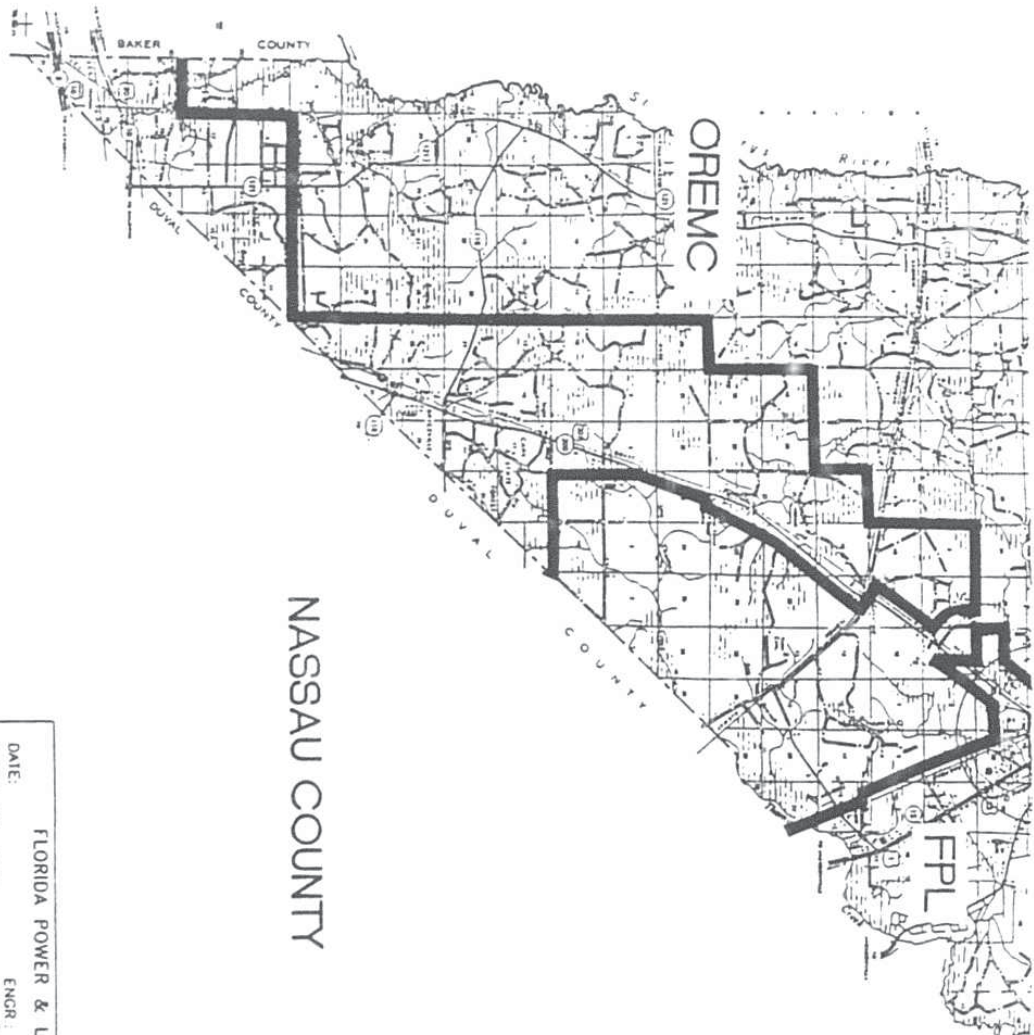


EXHIBIT A
 SHEET 2 OF 32
 JANUARY 25, 1995

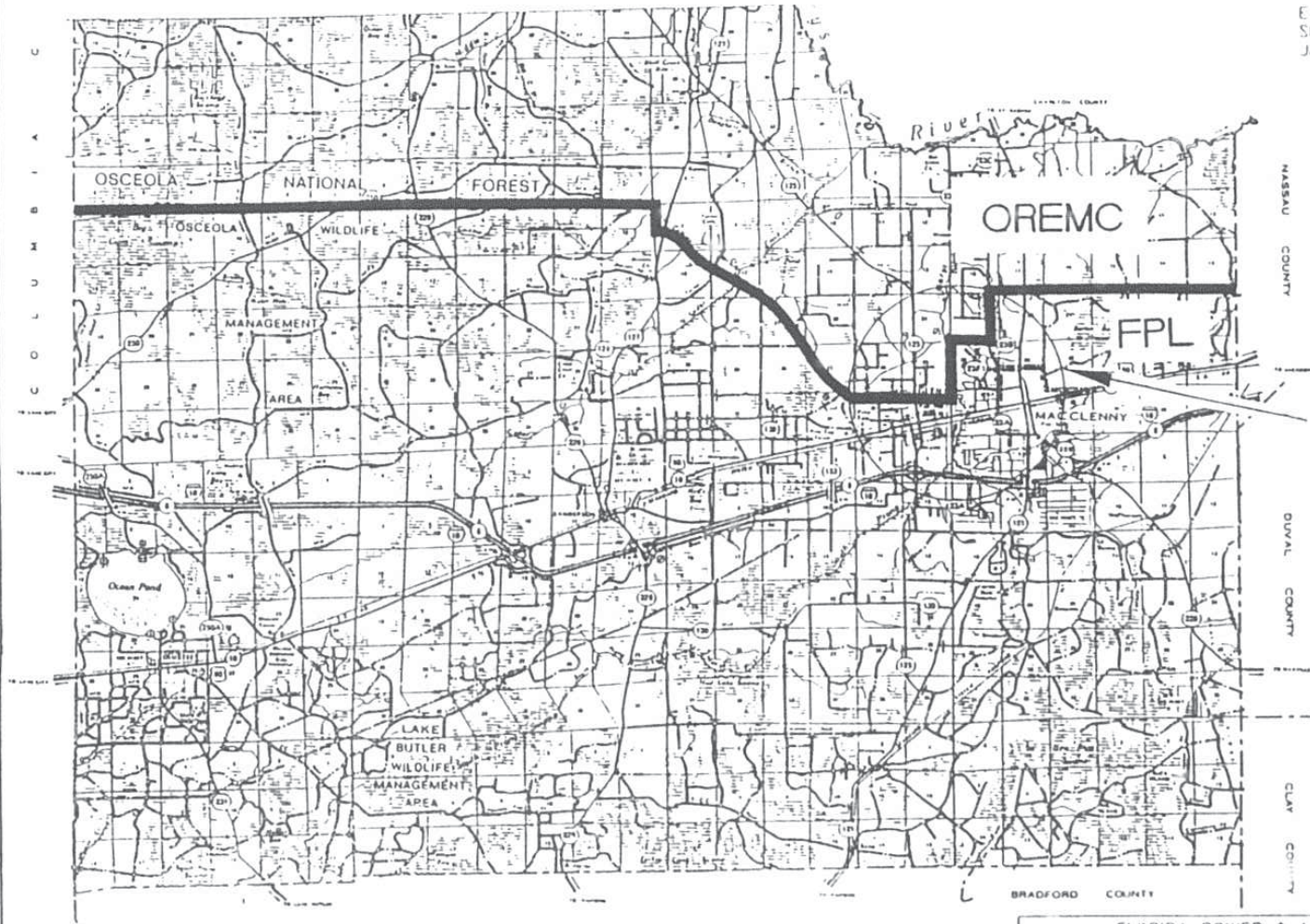
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DATE: _____
 SCALE: 1" = 2 MI.
 JOB # _____

FLORIDA POWER & LIGHT COMPANY
 ENGR: M. GABRIAN
 MAP # VARIOUS

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BAKER COUNTY

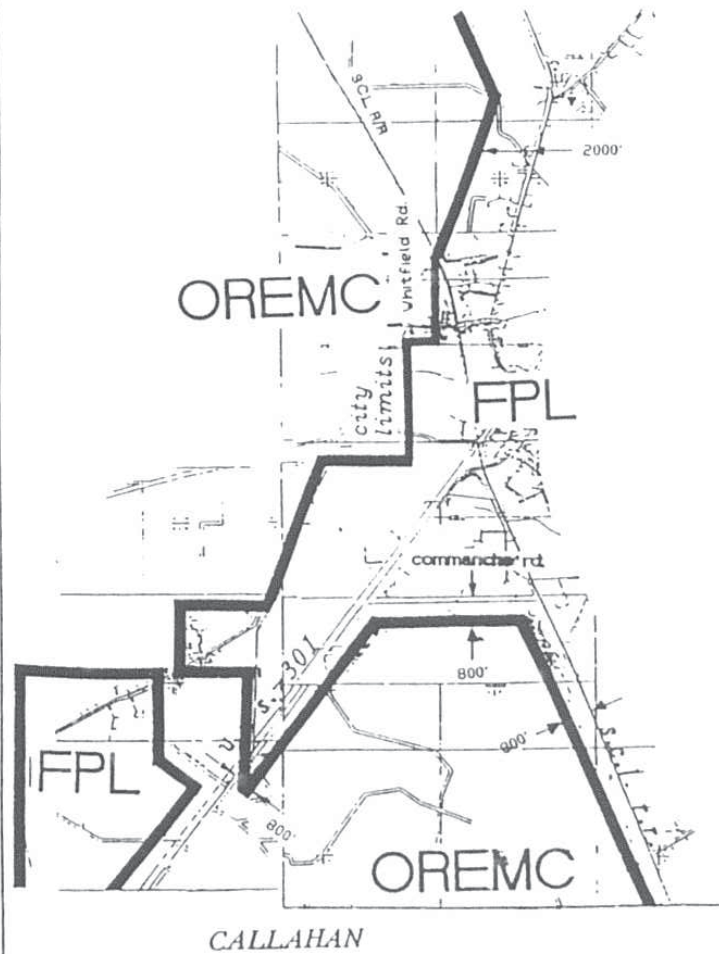
EXHIBIT A
SHEET 3 OF 32
JANUARY 25, 1995

SEE DETAIL
SHEET #5

FLORIDA POWER & LIGHT COMPANY

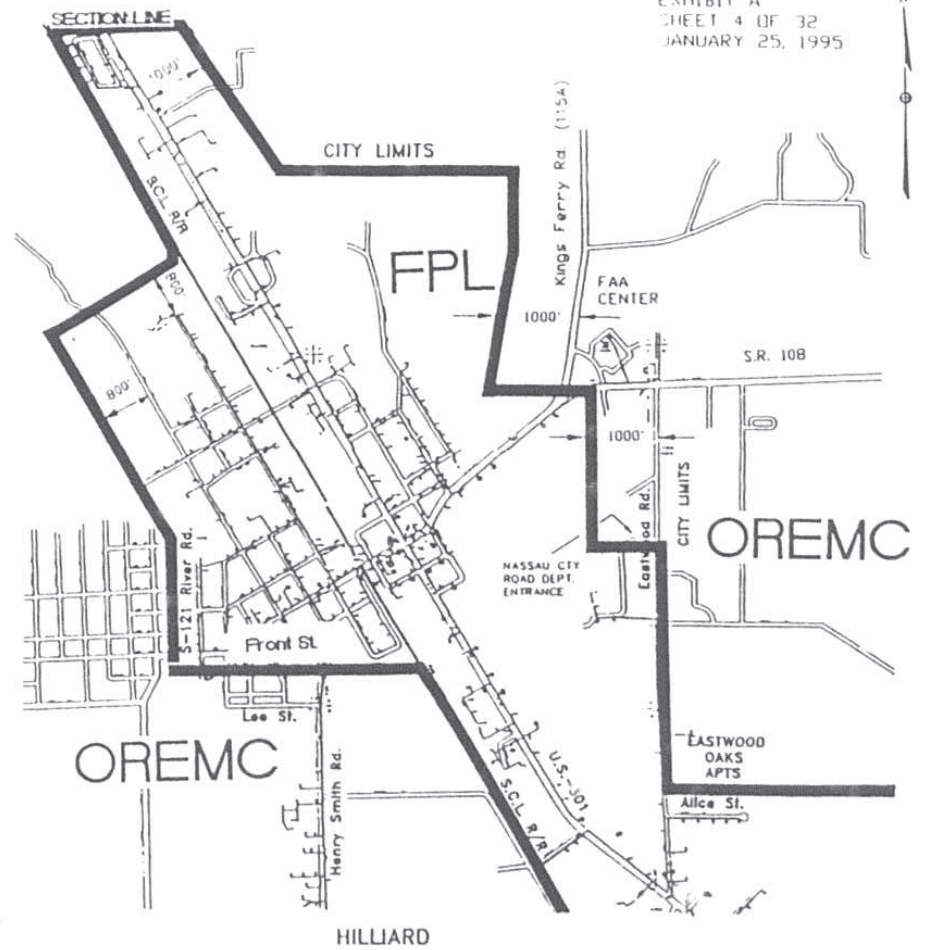
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ENGR. M. GARMAN
MAP # VARIOUS



CALLAHAN

DETAILS FROM
SHEET #1



HILLIARD

FLORIDA POWER & LIGHT COMPANY

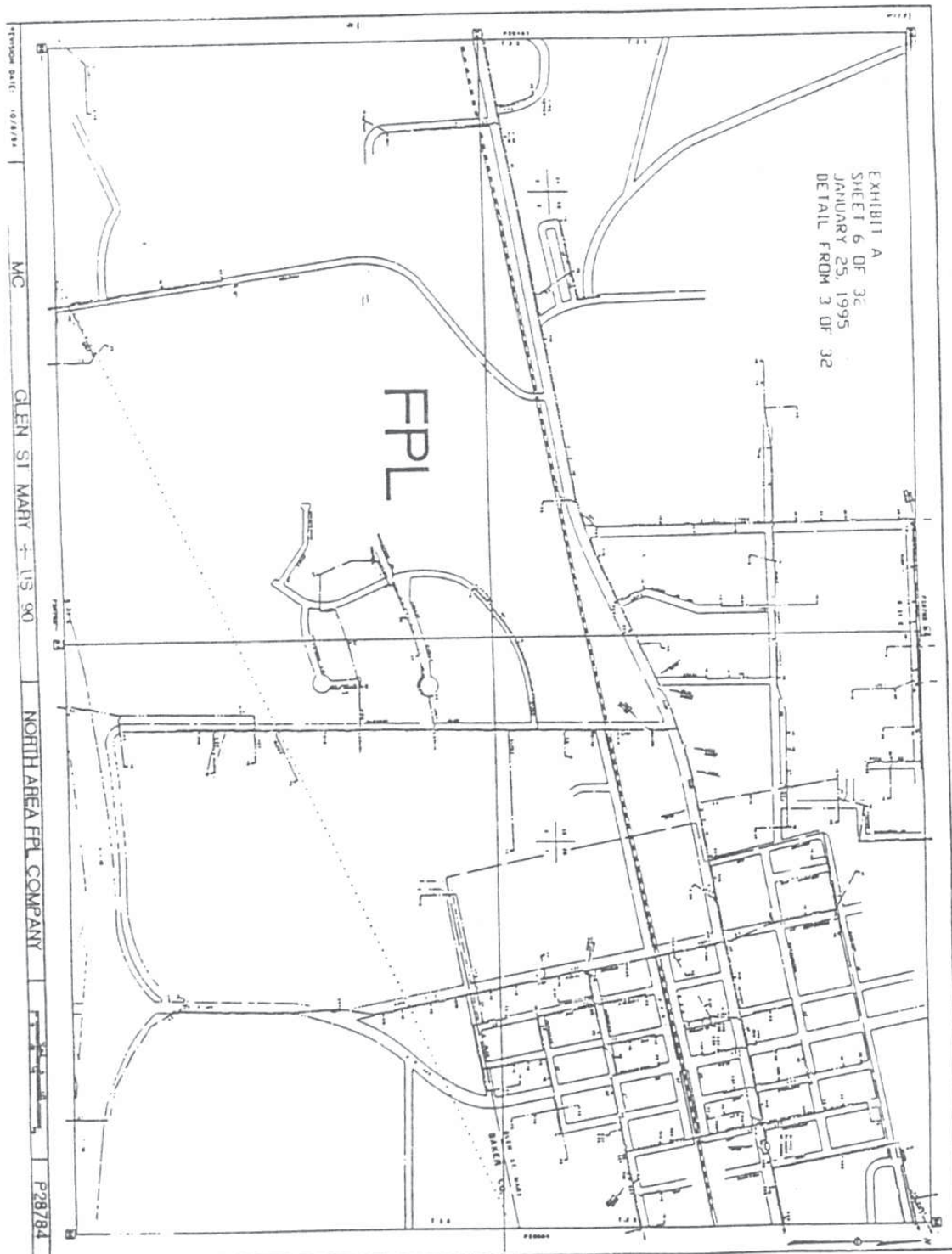
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ENGR: M. GARMAN
MAP: VARIOUS

EXHIBIT A
SHEET 4 OF 32
JANUARY 25, 1995

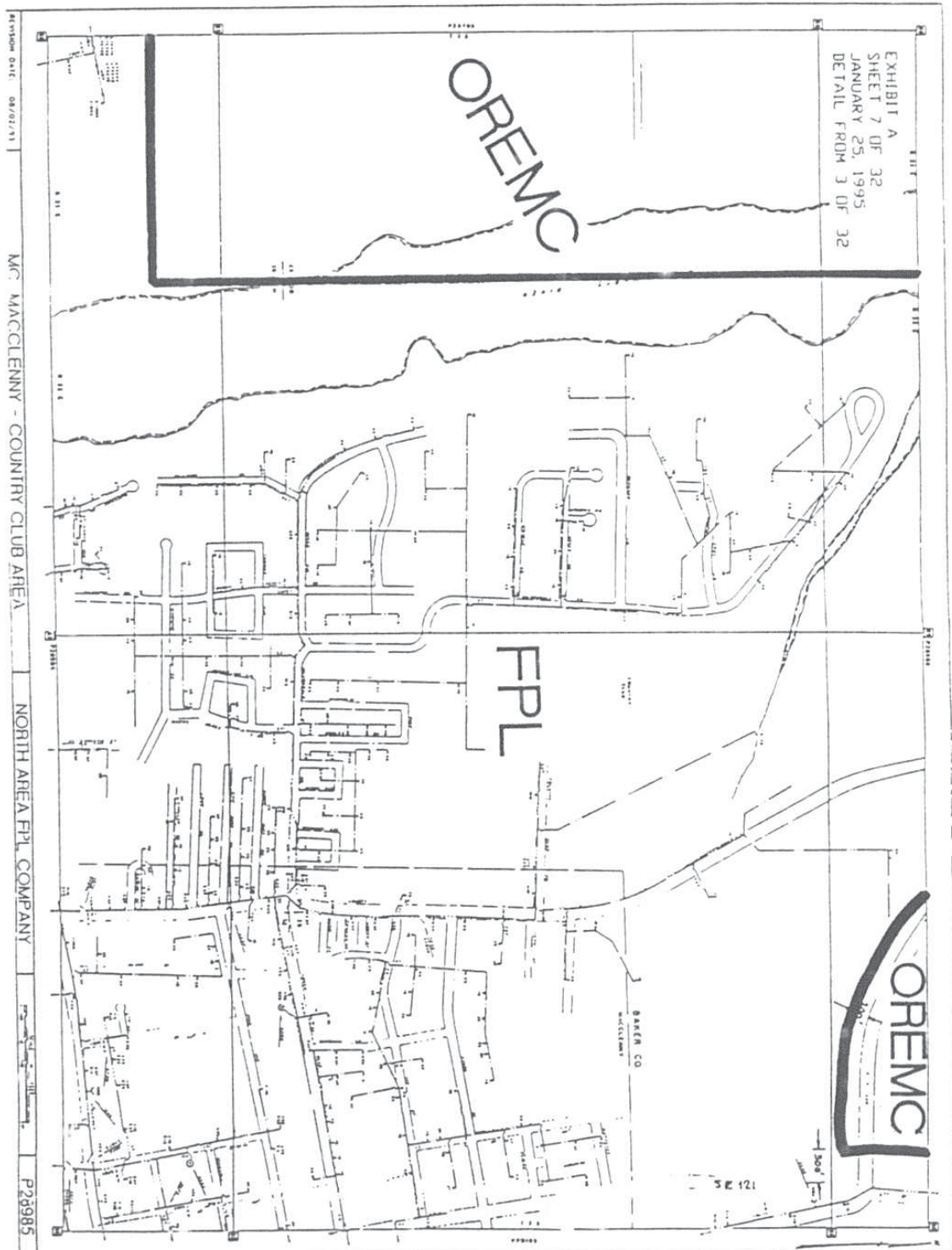


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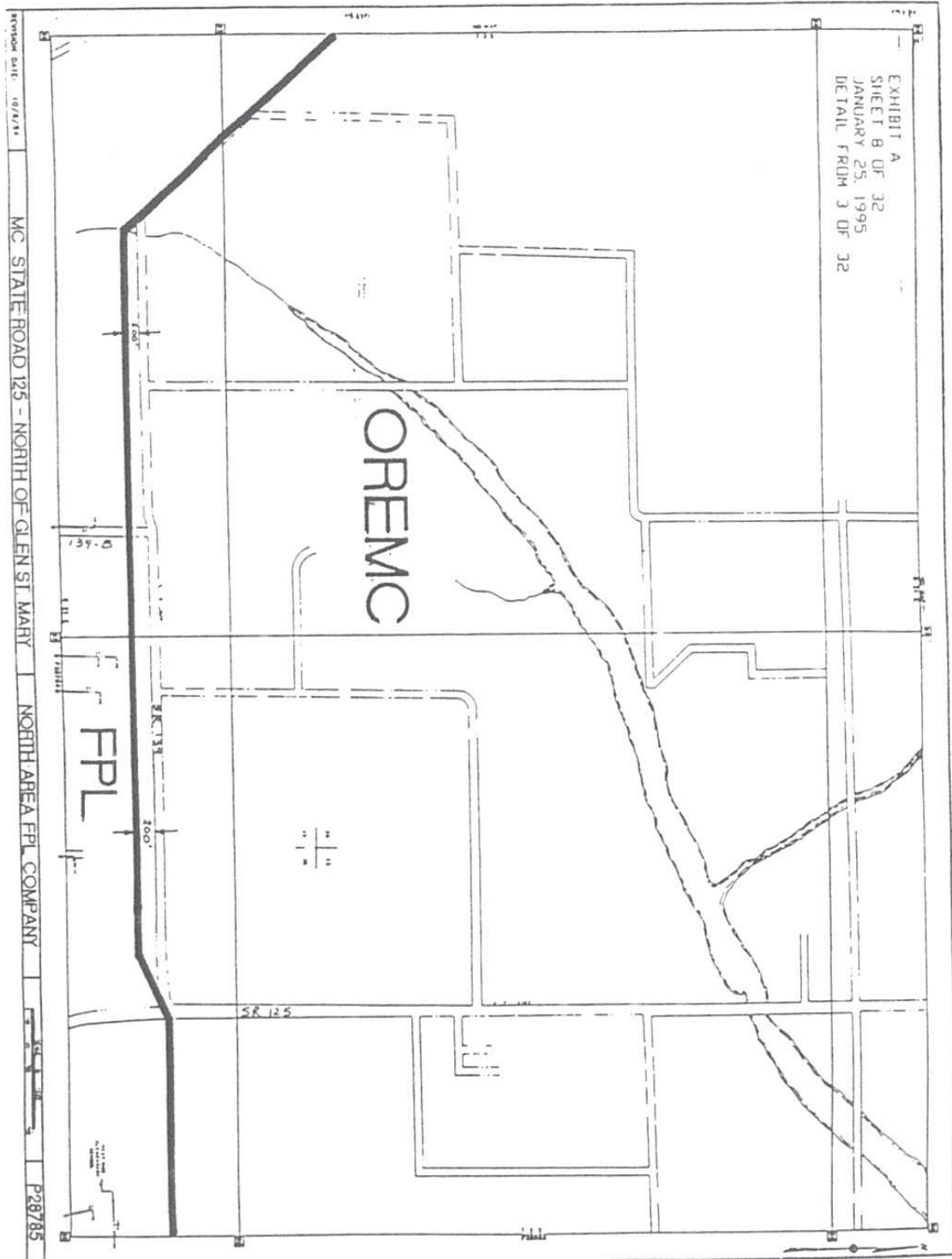
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ATTACHMENT 1



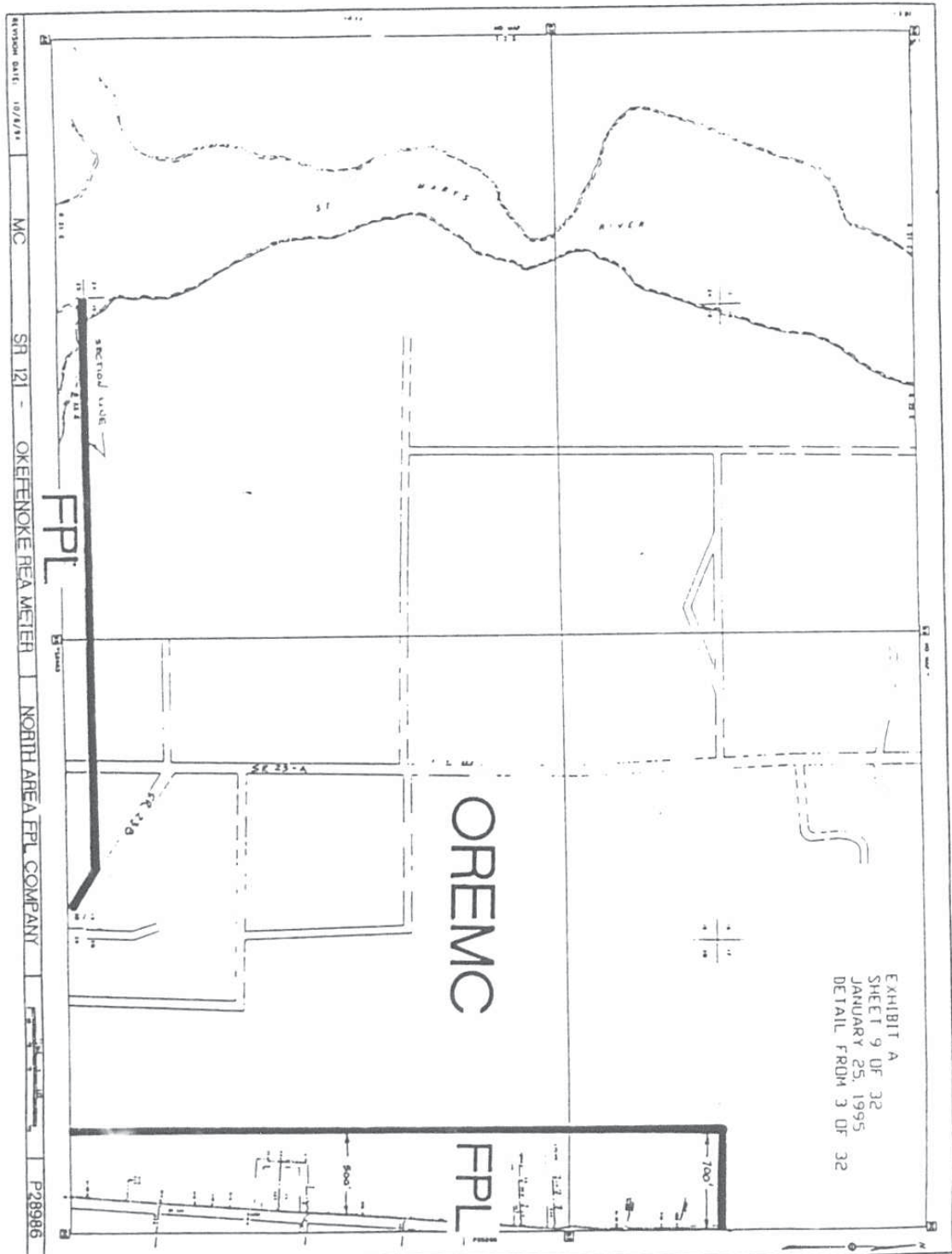
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ATTACHMENT 1

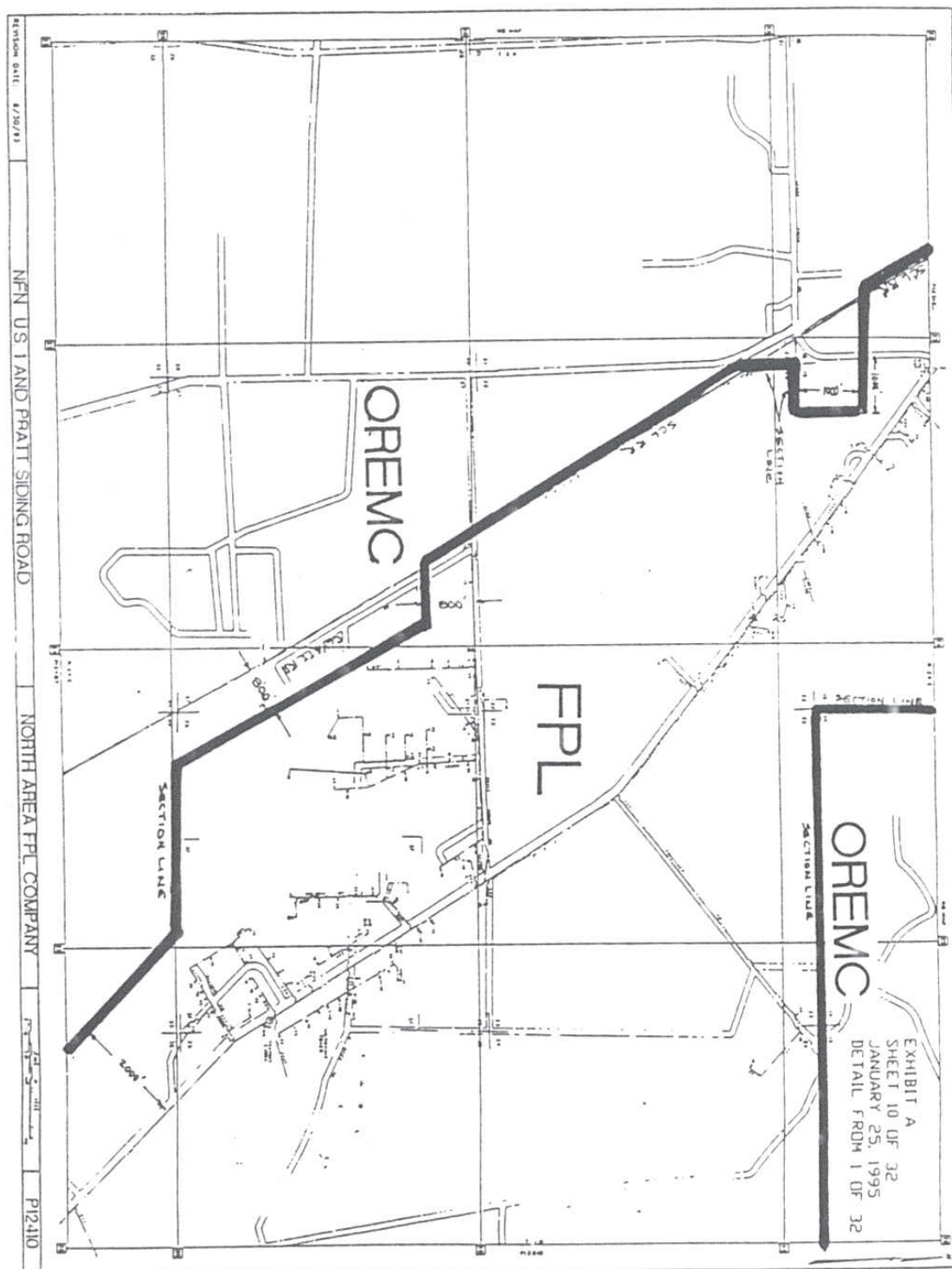


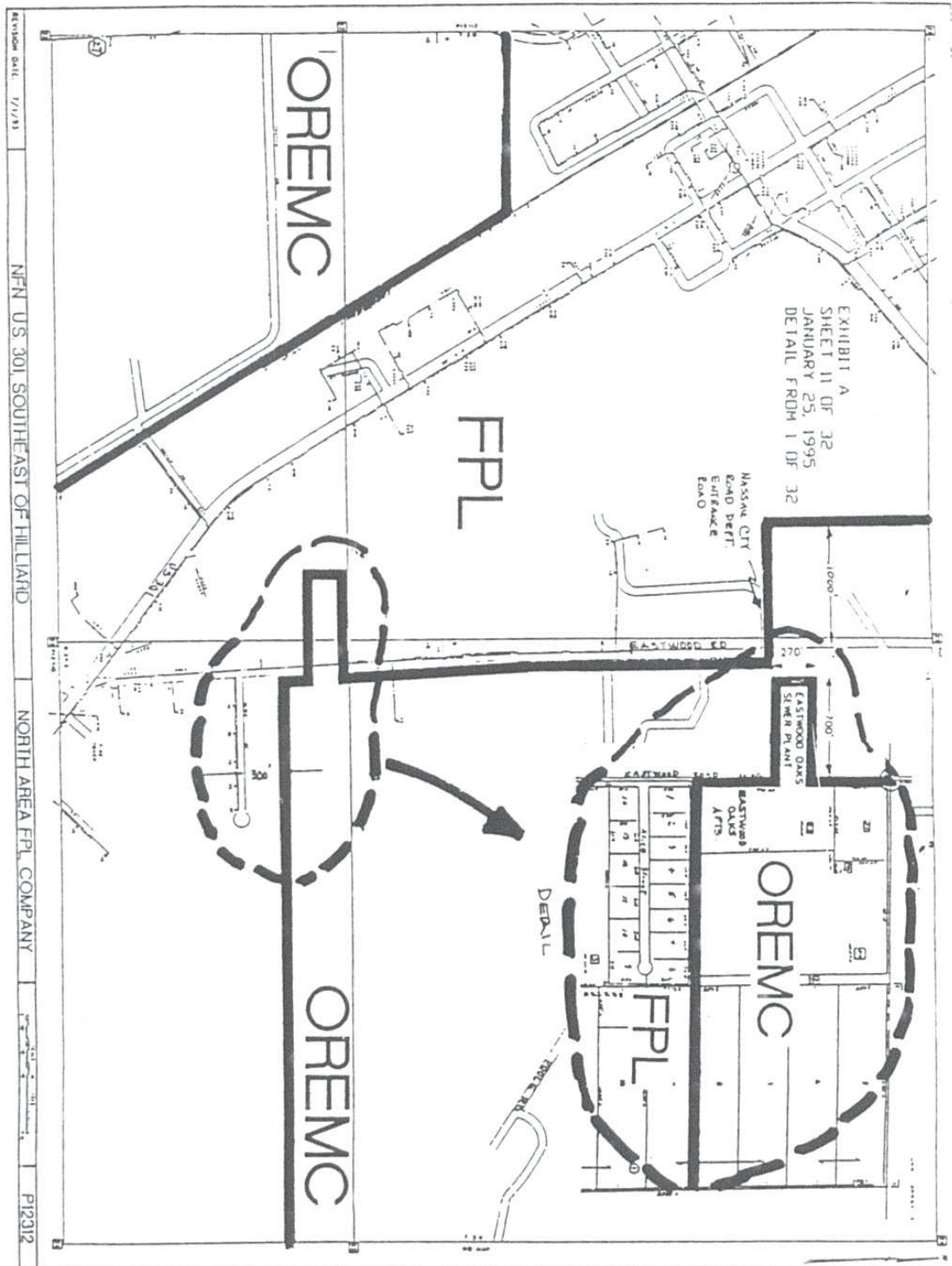
ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 32

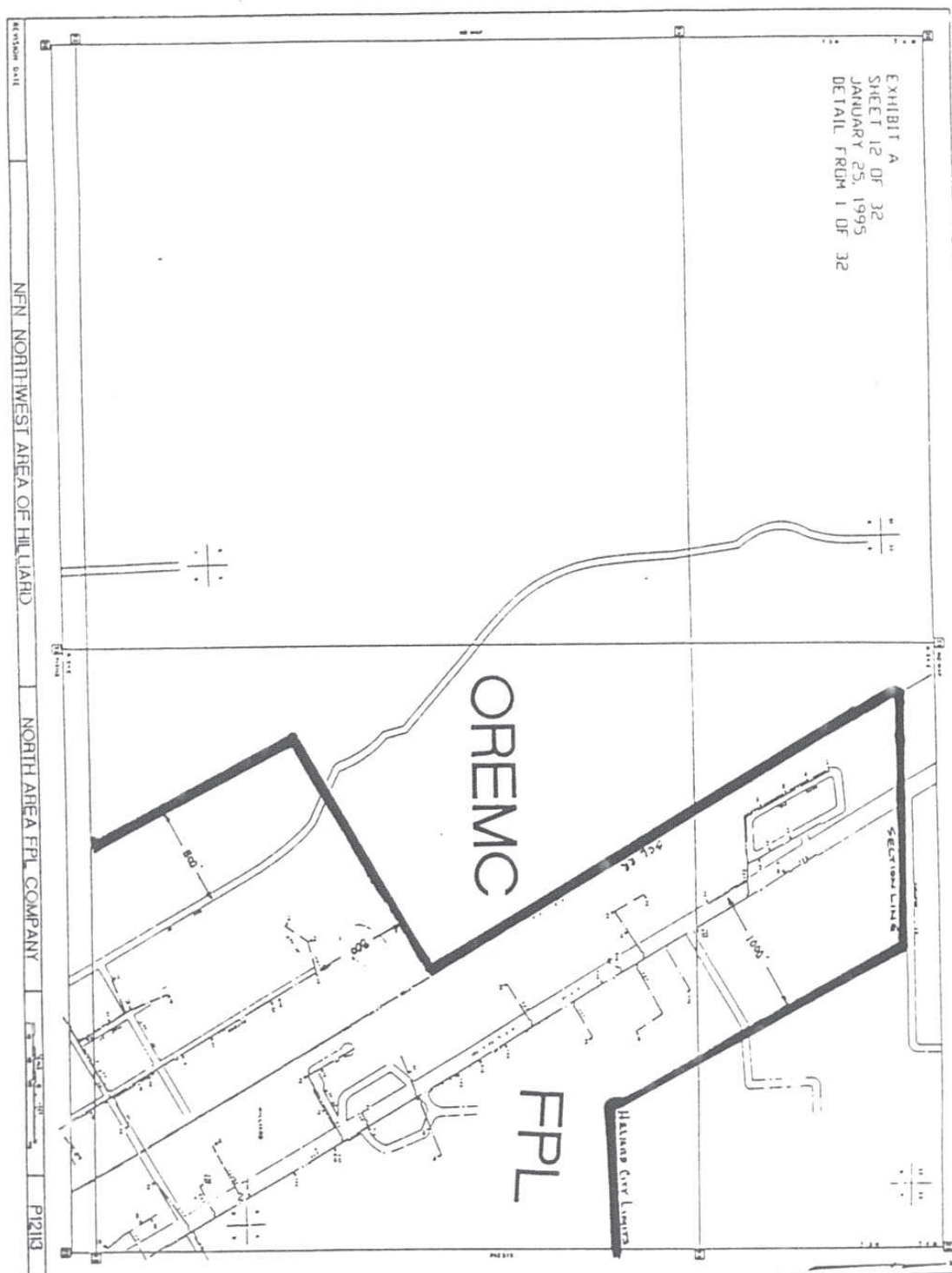
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ATTACHMENT 1

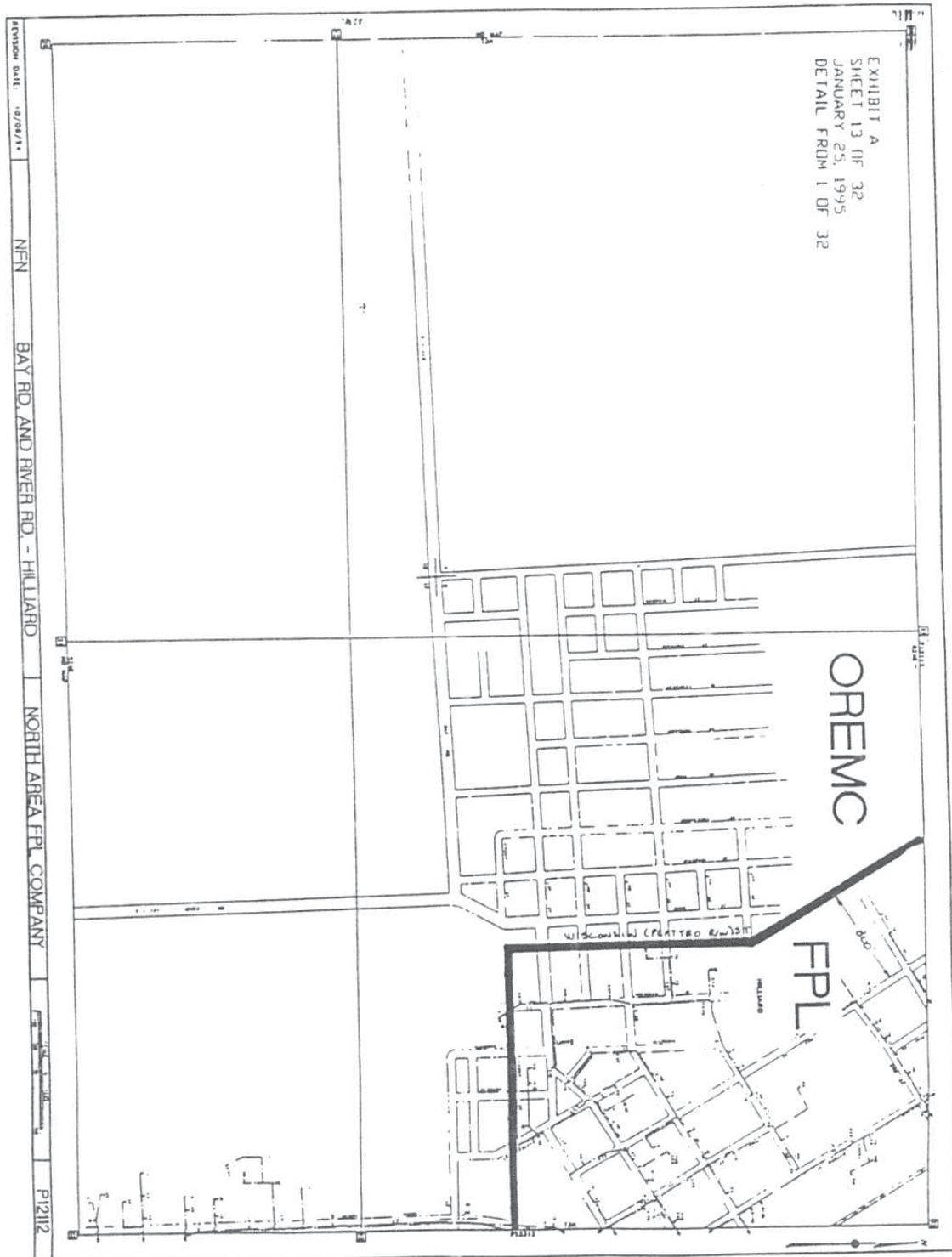


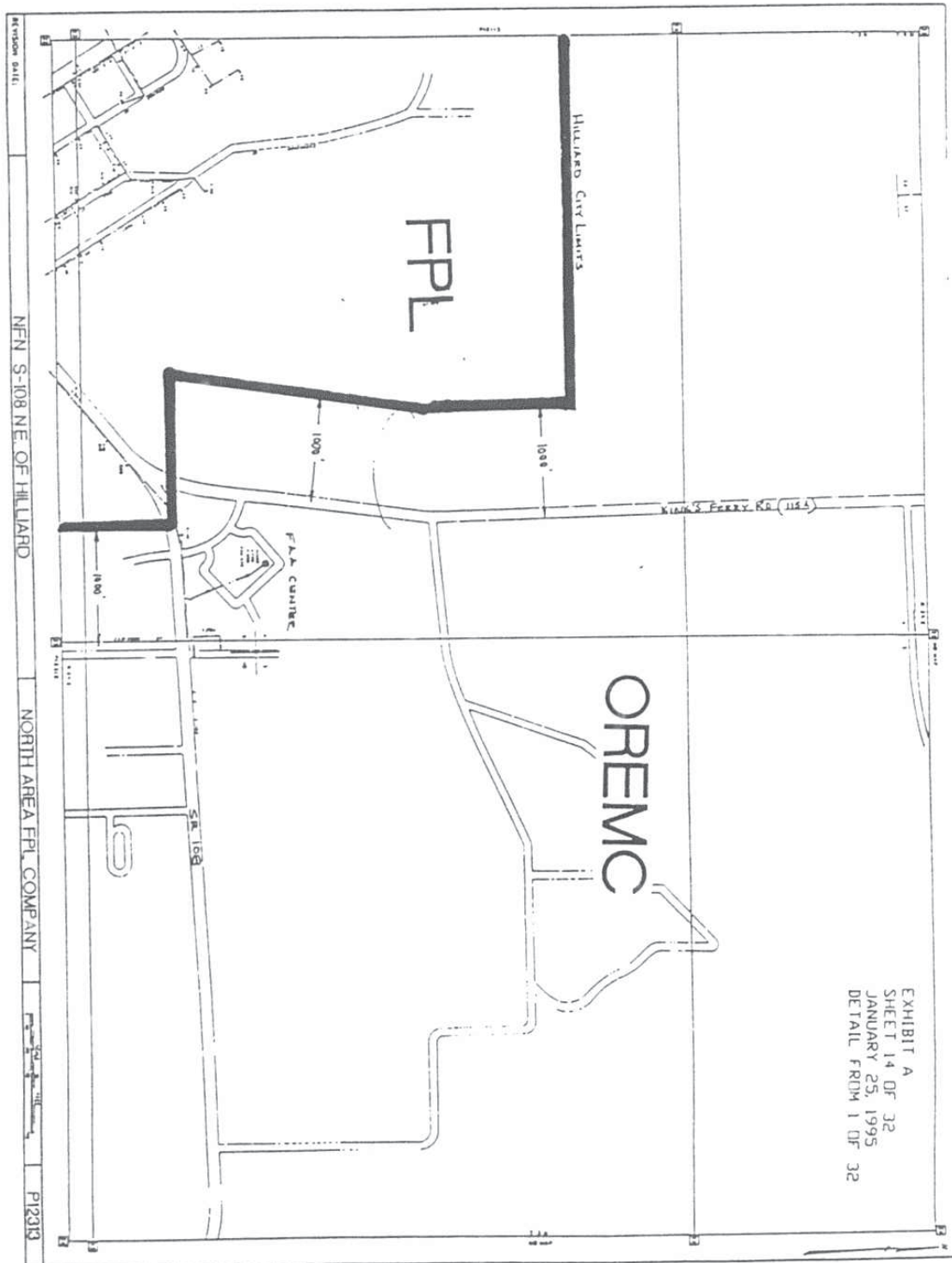


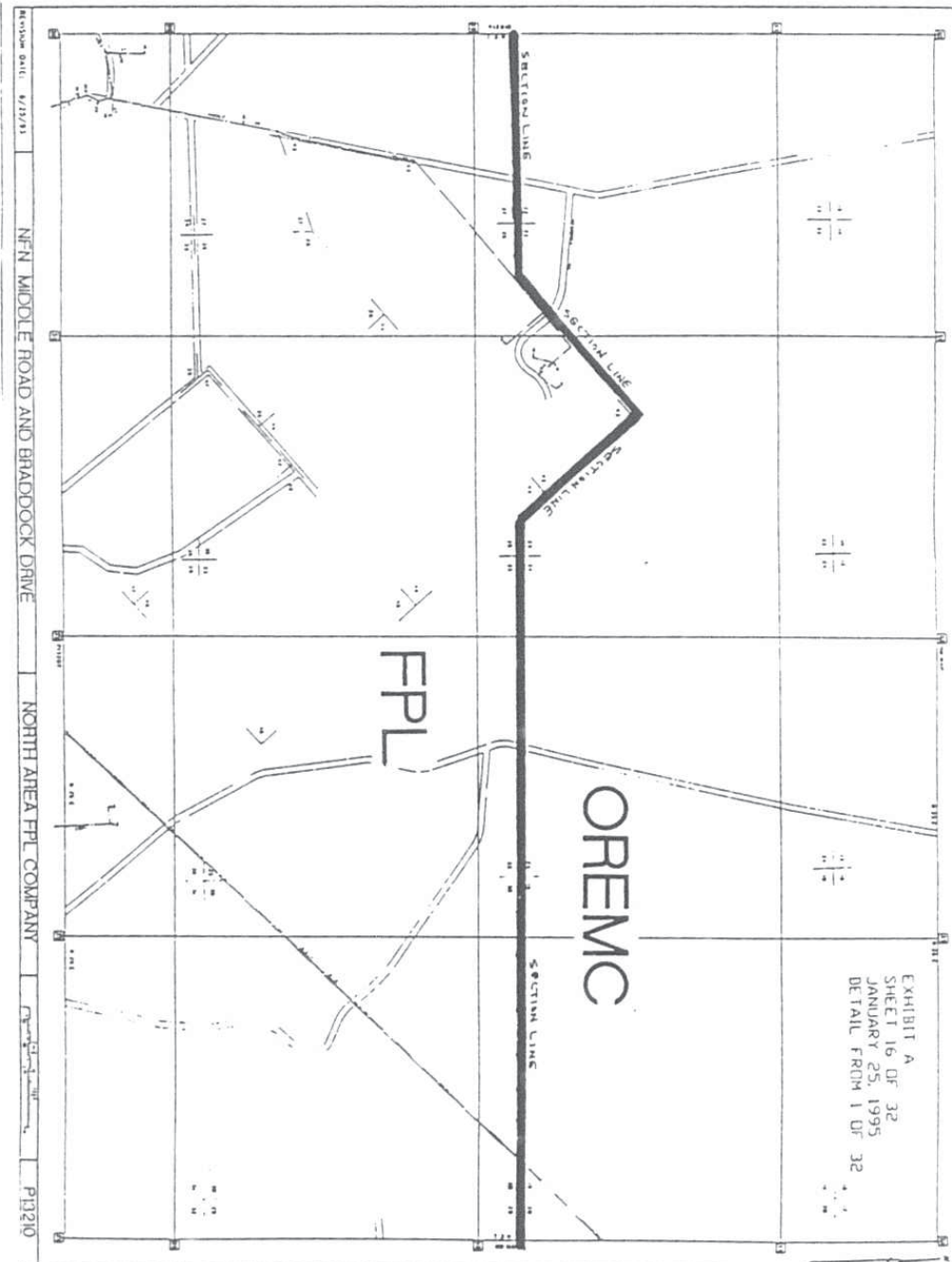


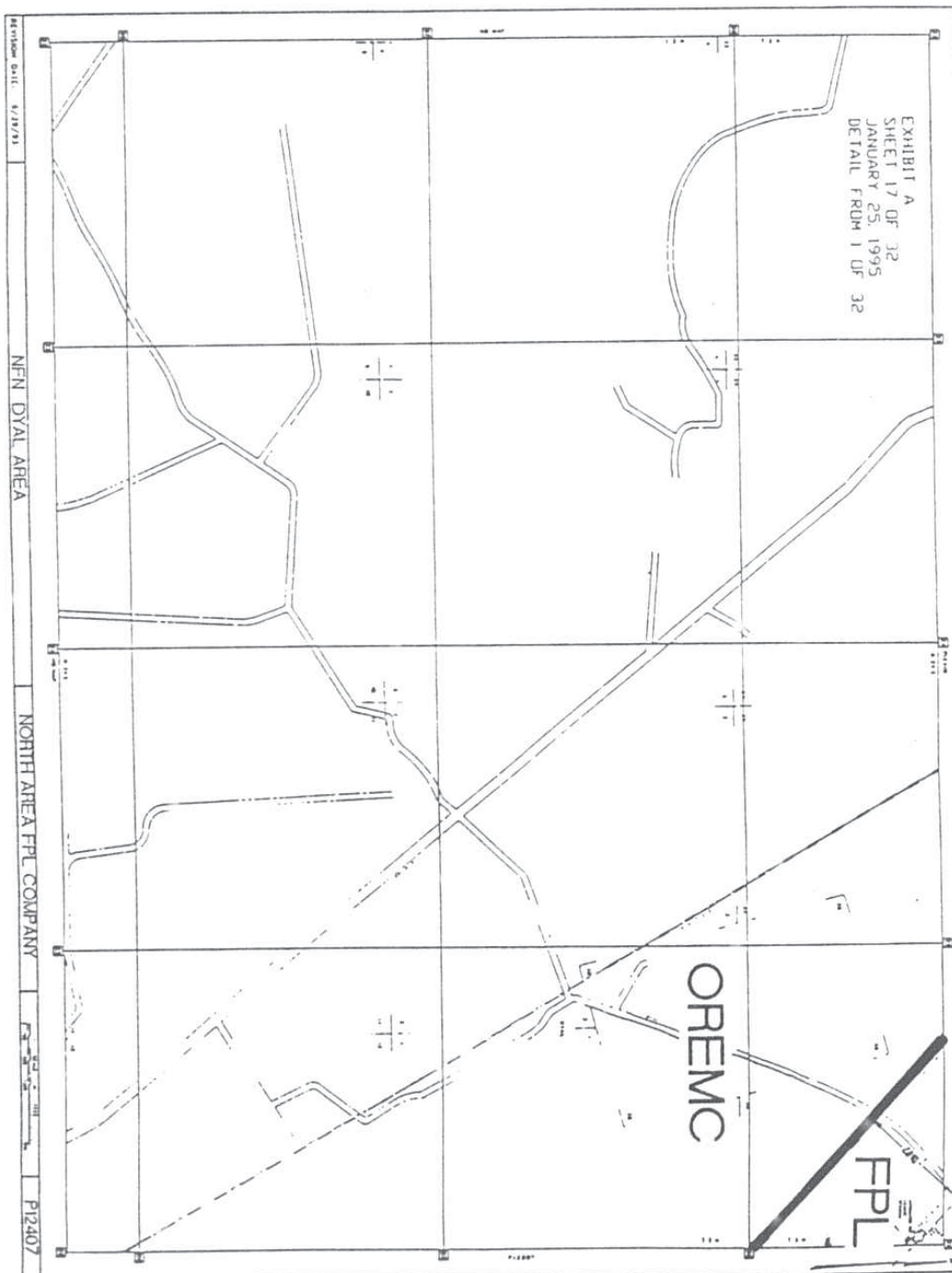
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DOCKET NO. 920420-EU
PAGE 36

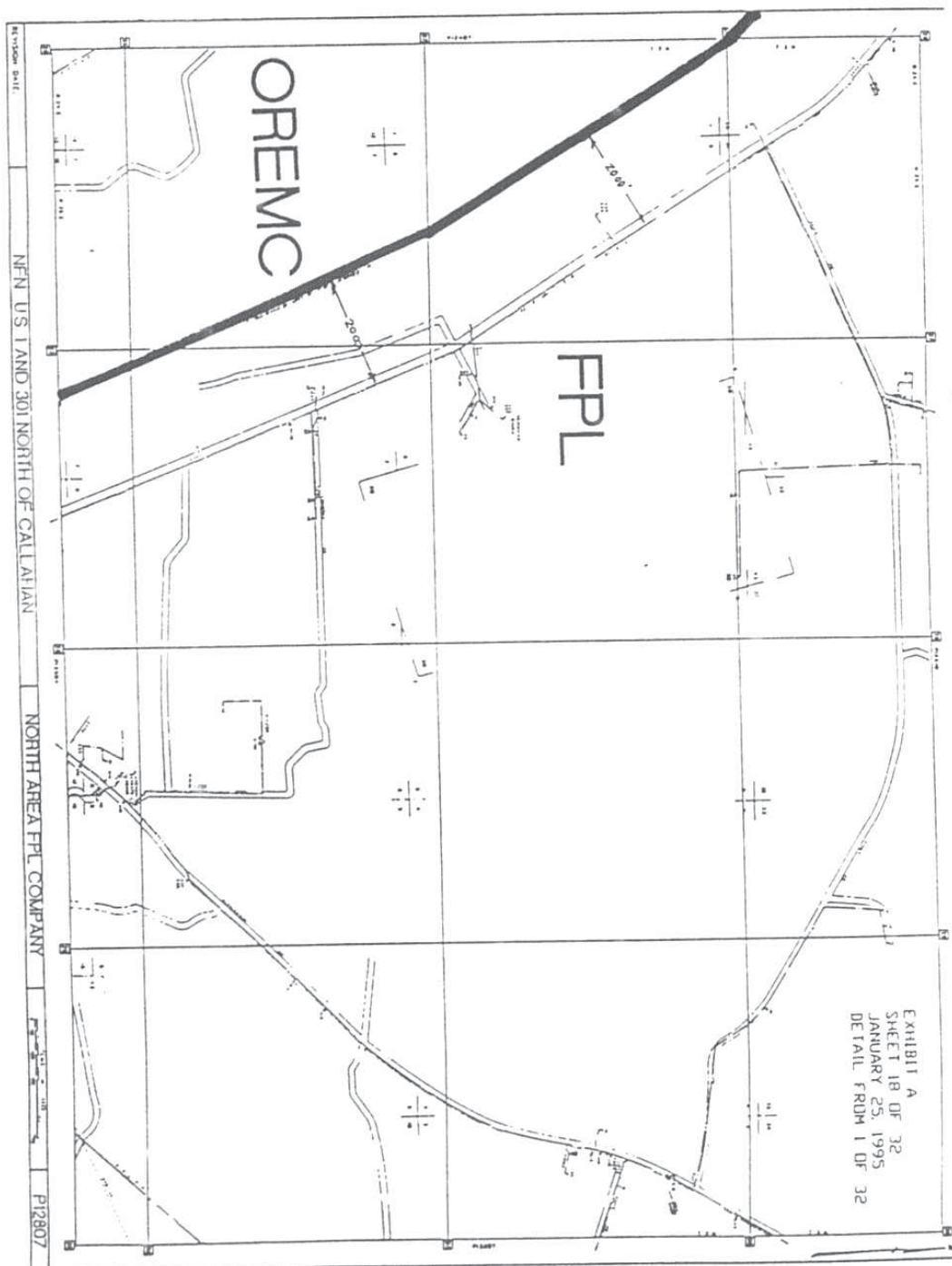
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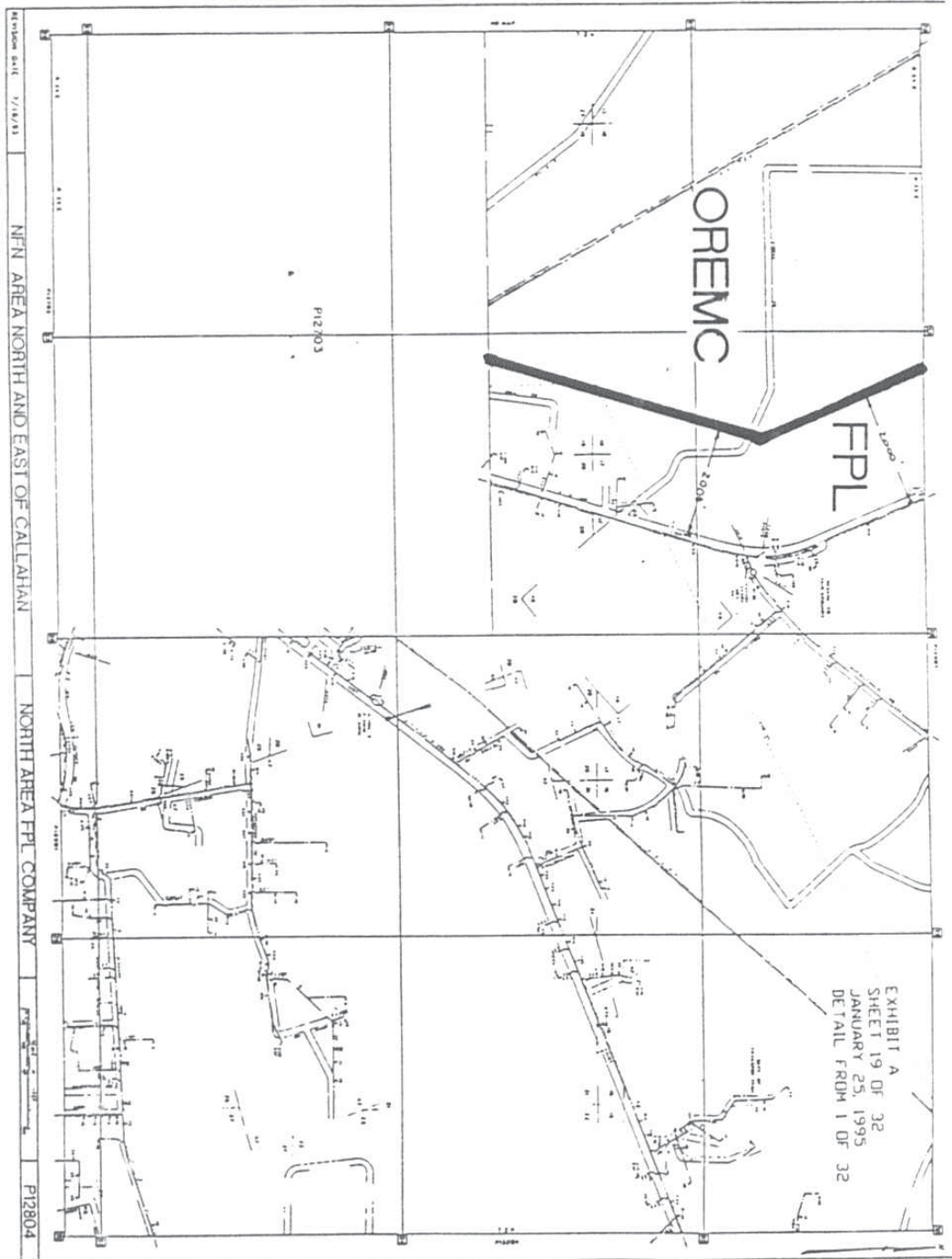




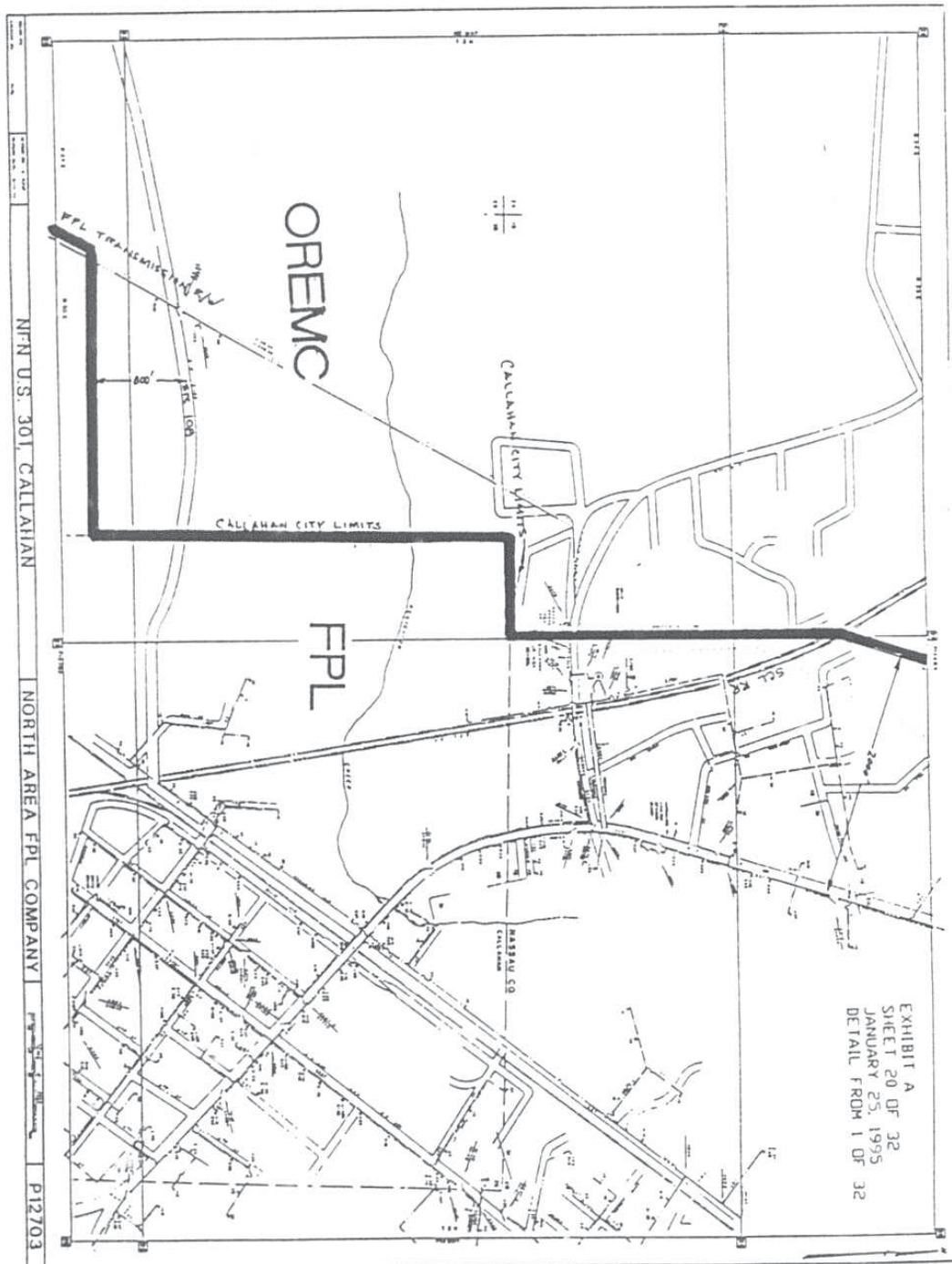






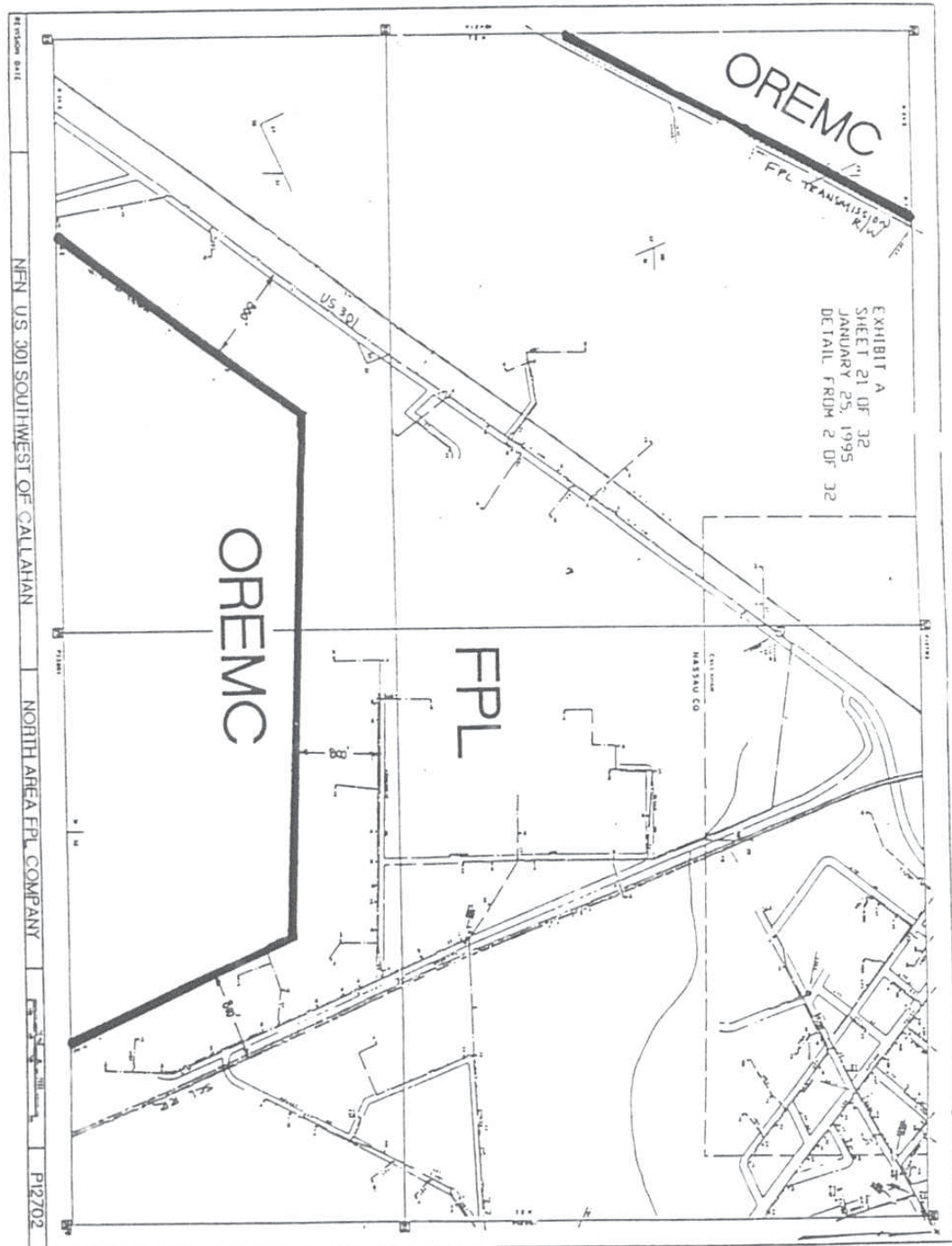


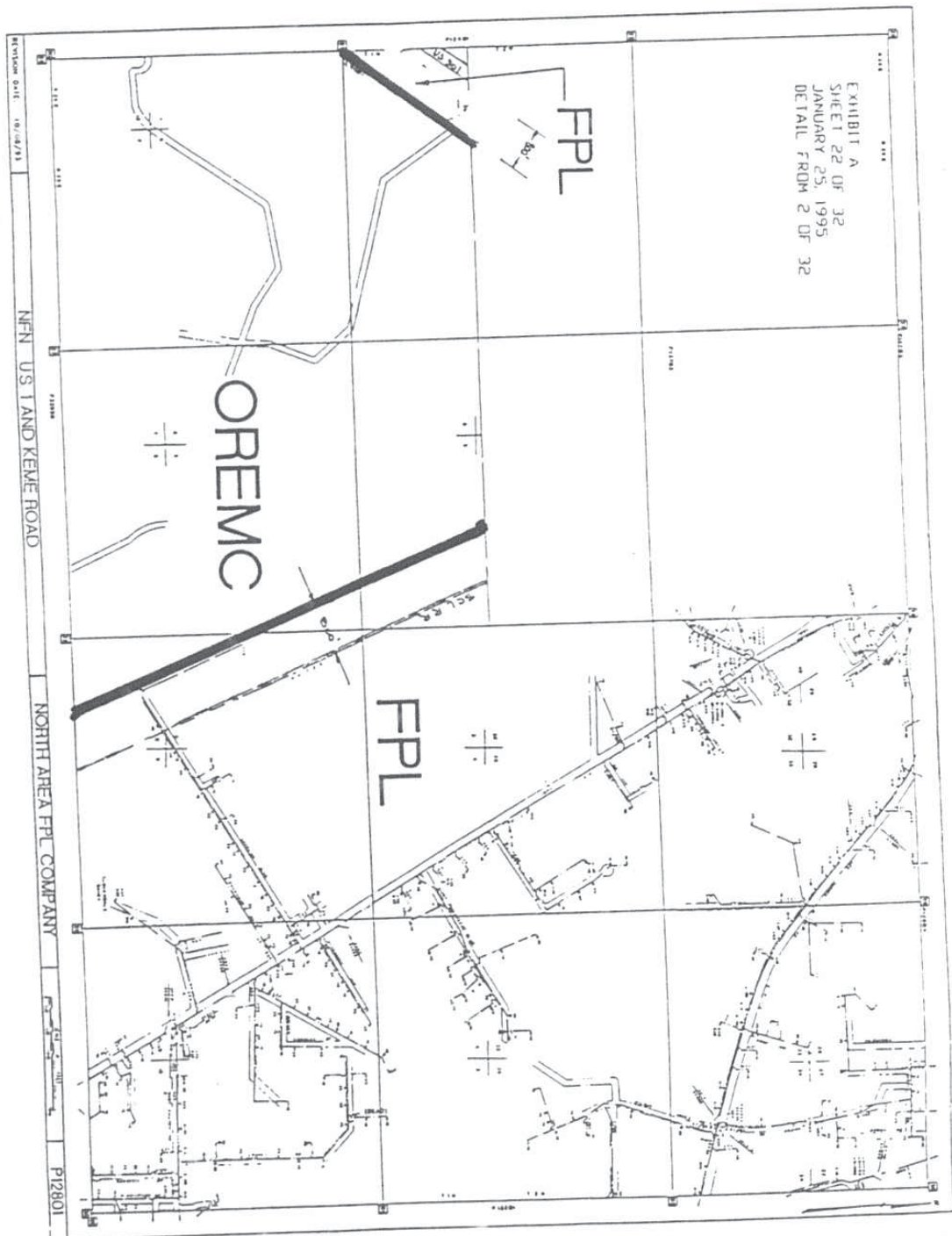
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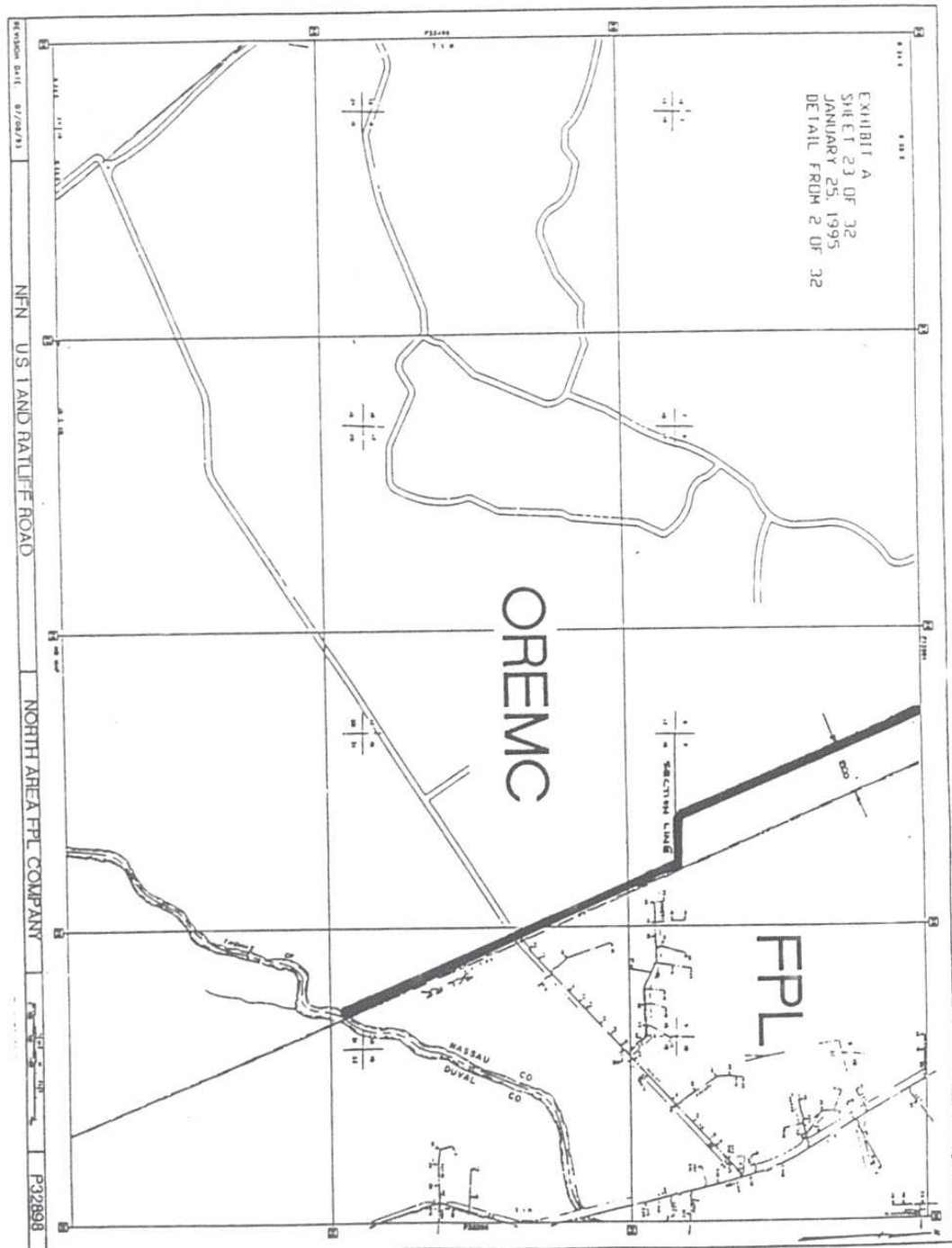


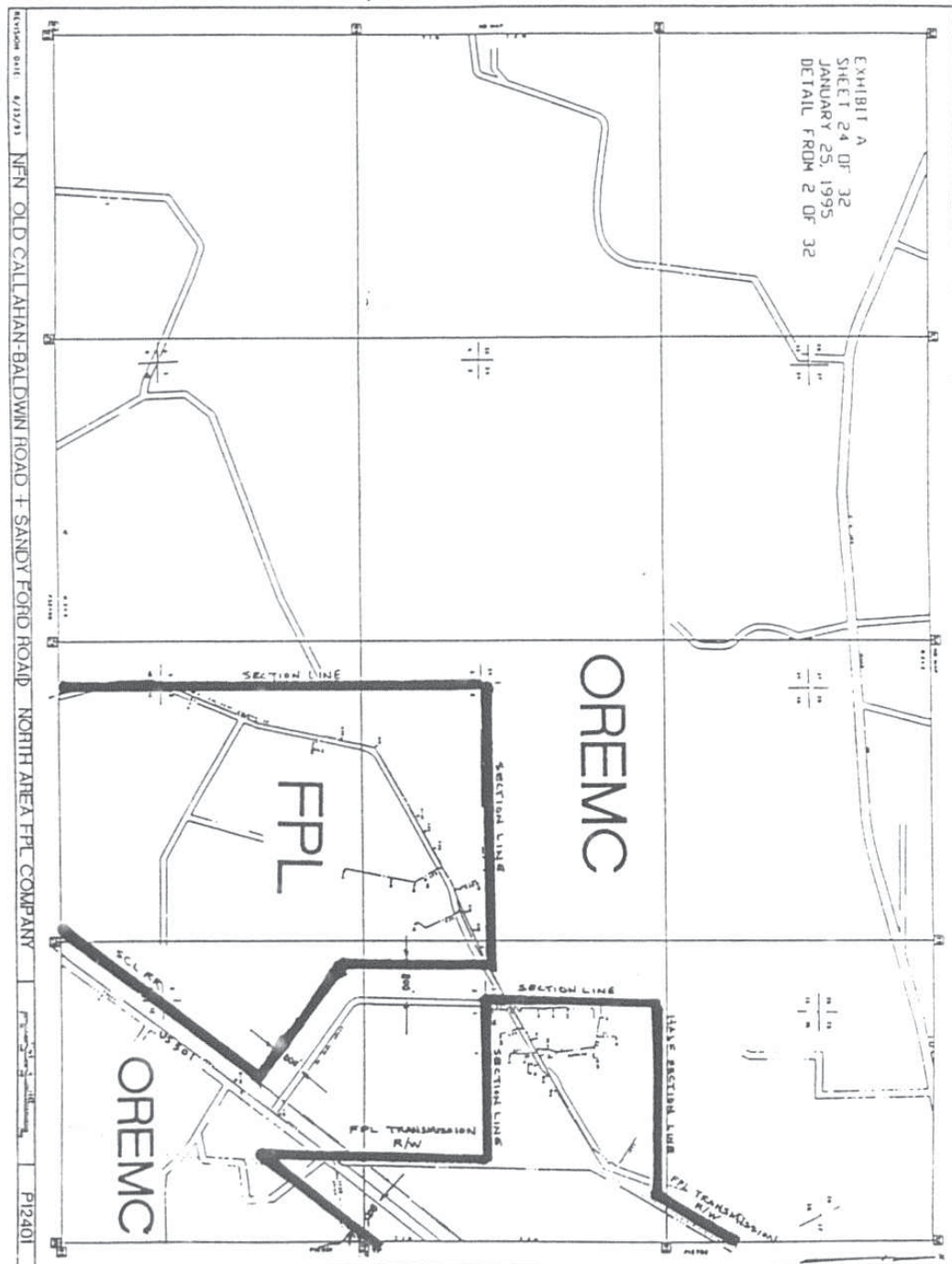
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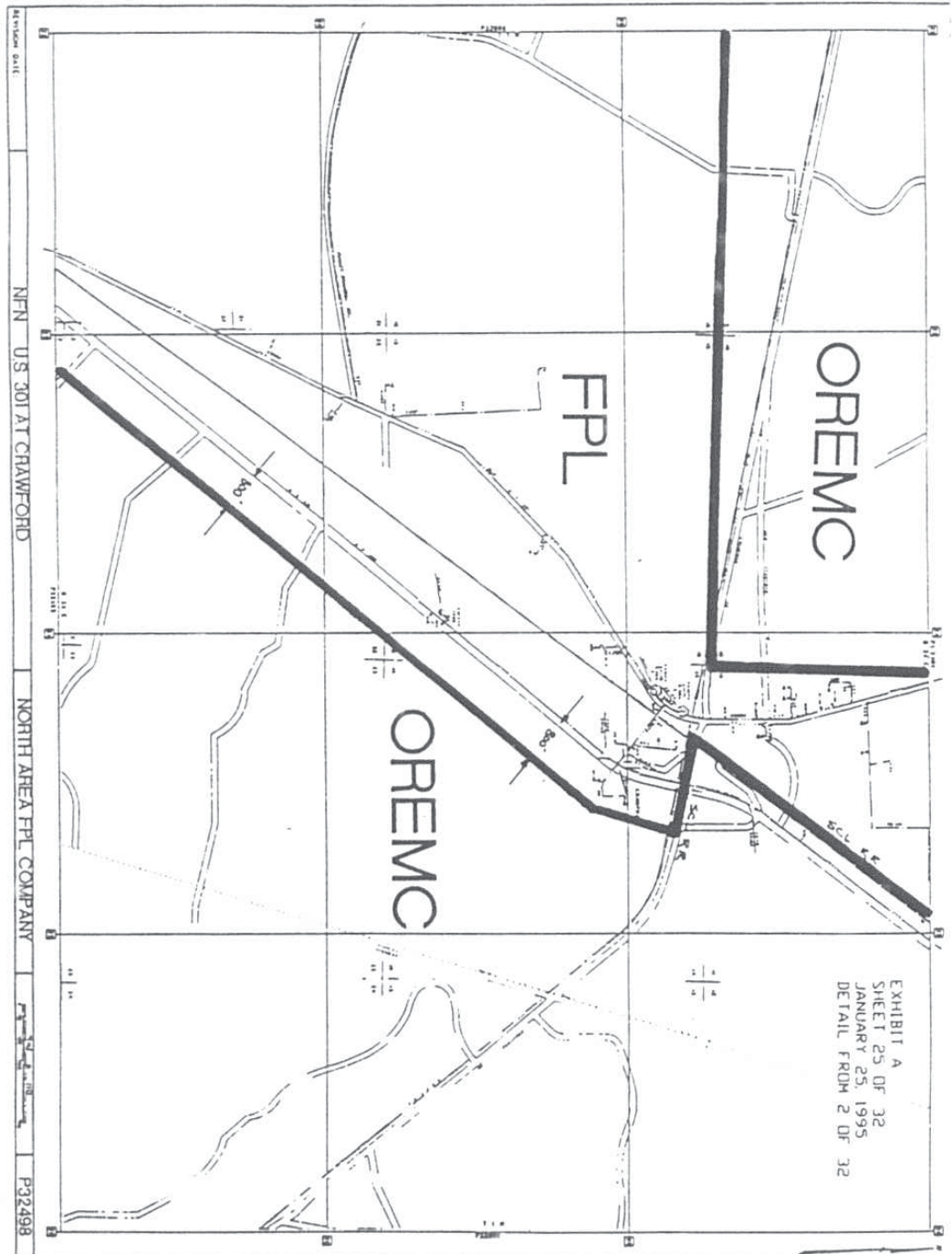
10. *Journal of the American Statistical Association*, 92, 1997, 1039-1047.





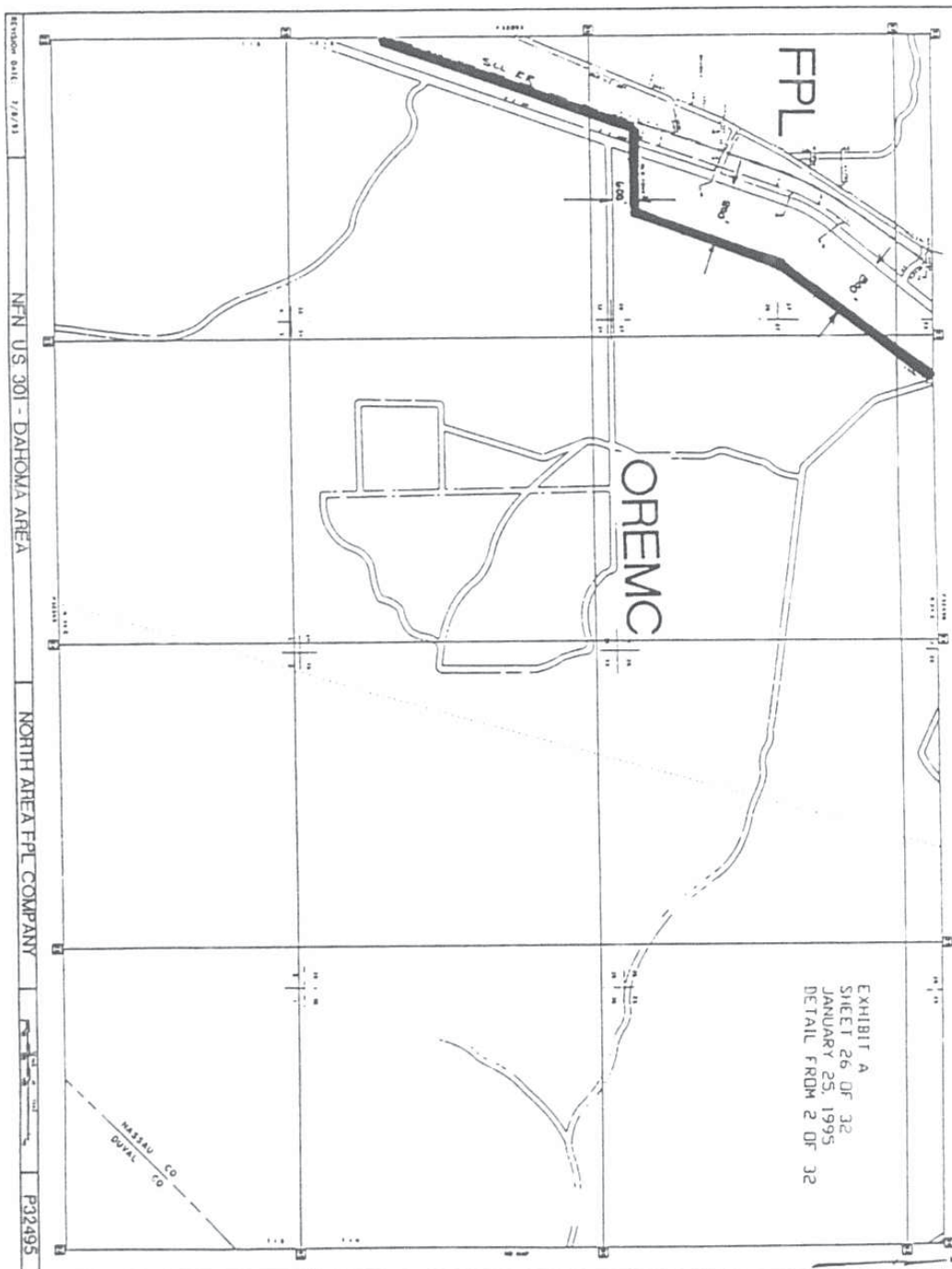


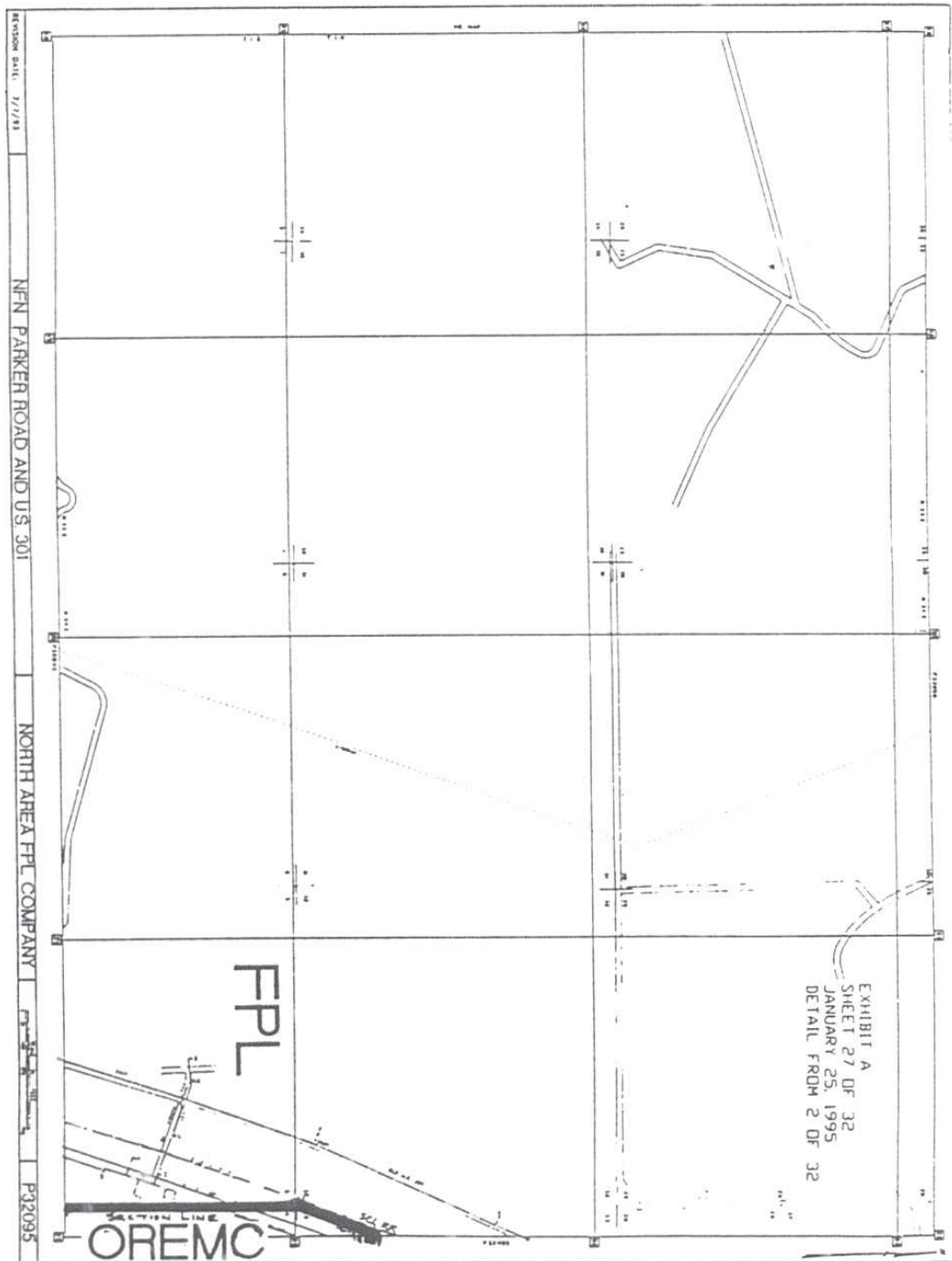




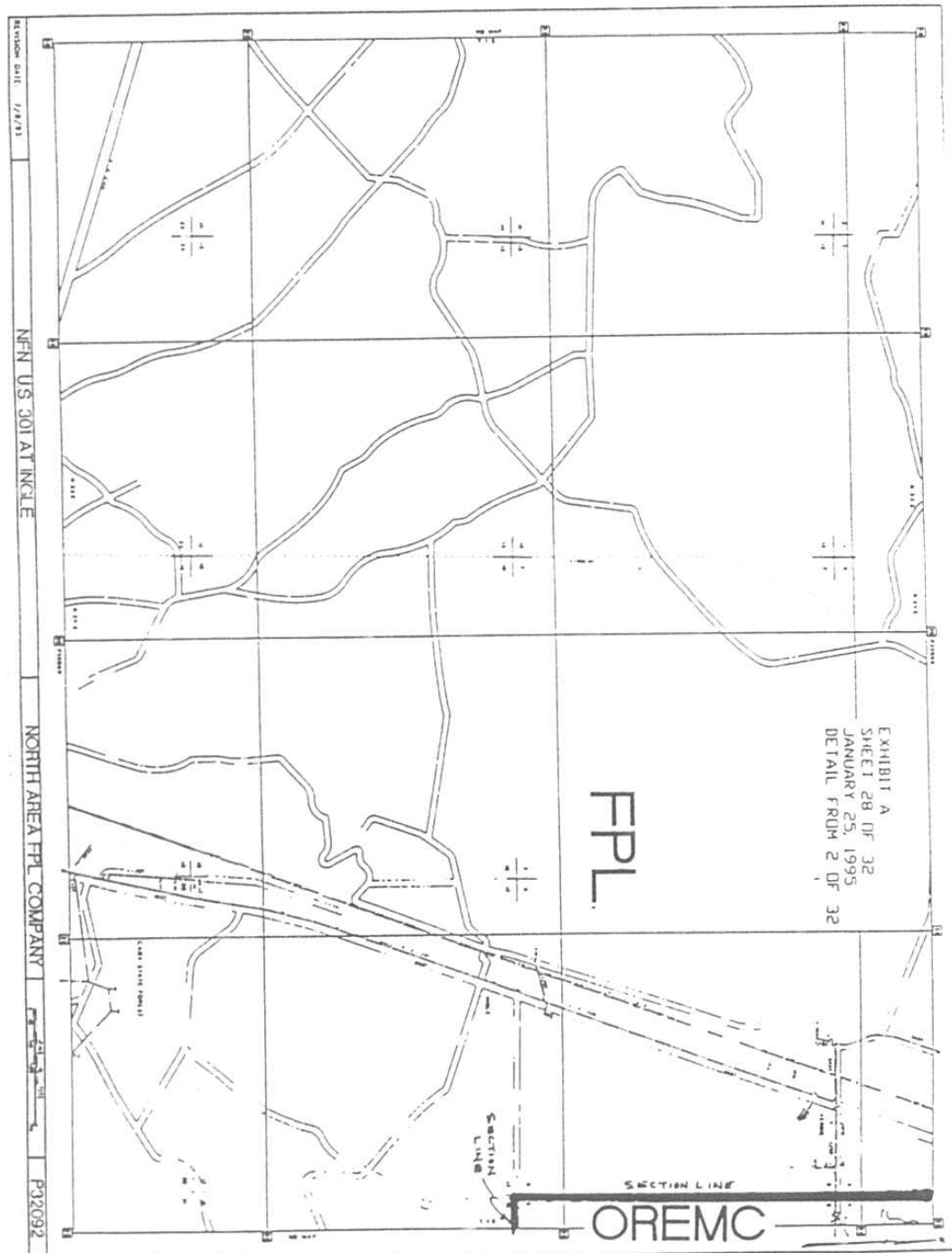
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DOCKET NO. 920420-EU
PAGE 49

ATTACHMENT 1



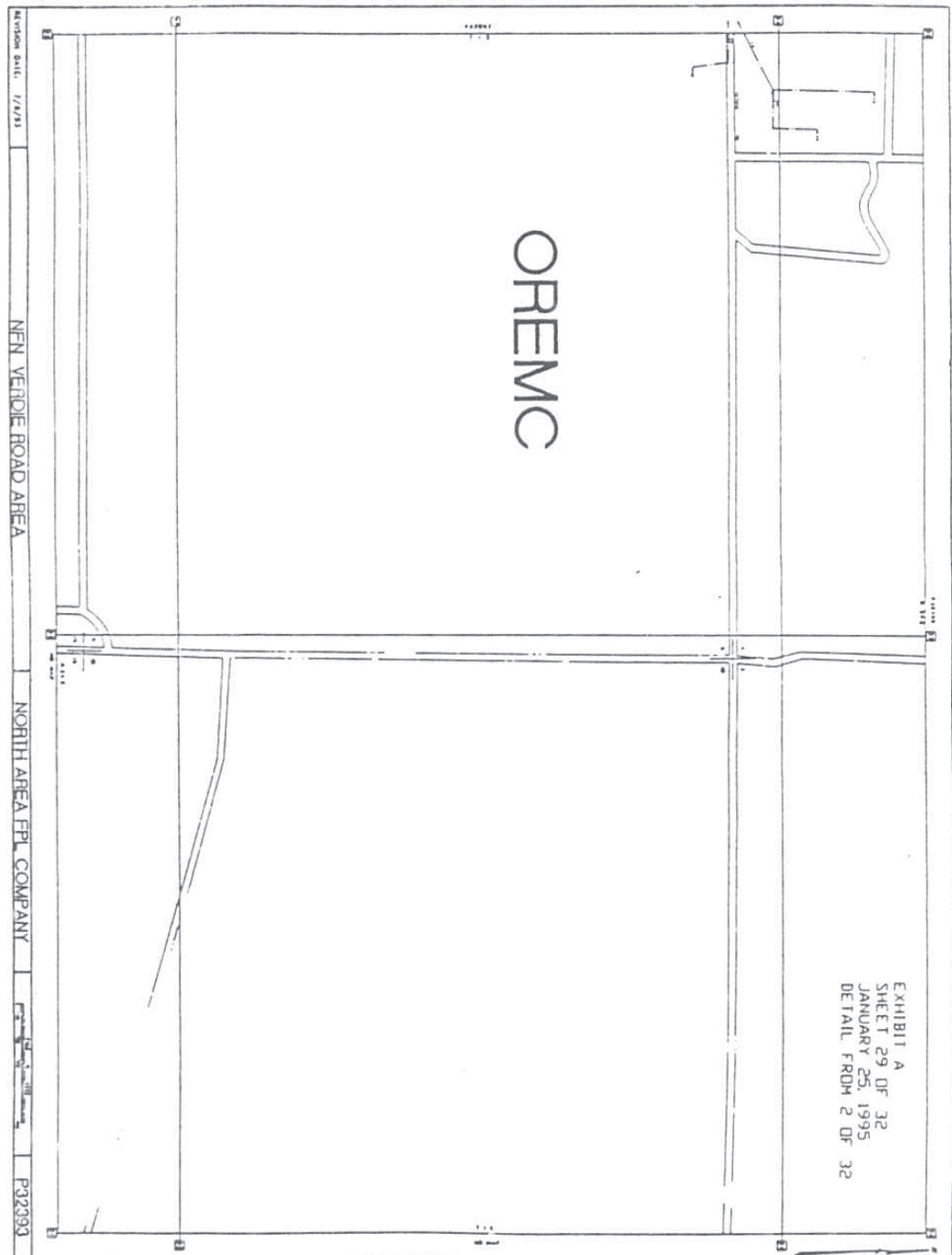


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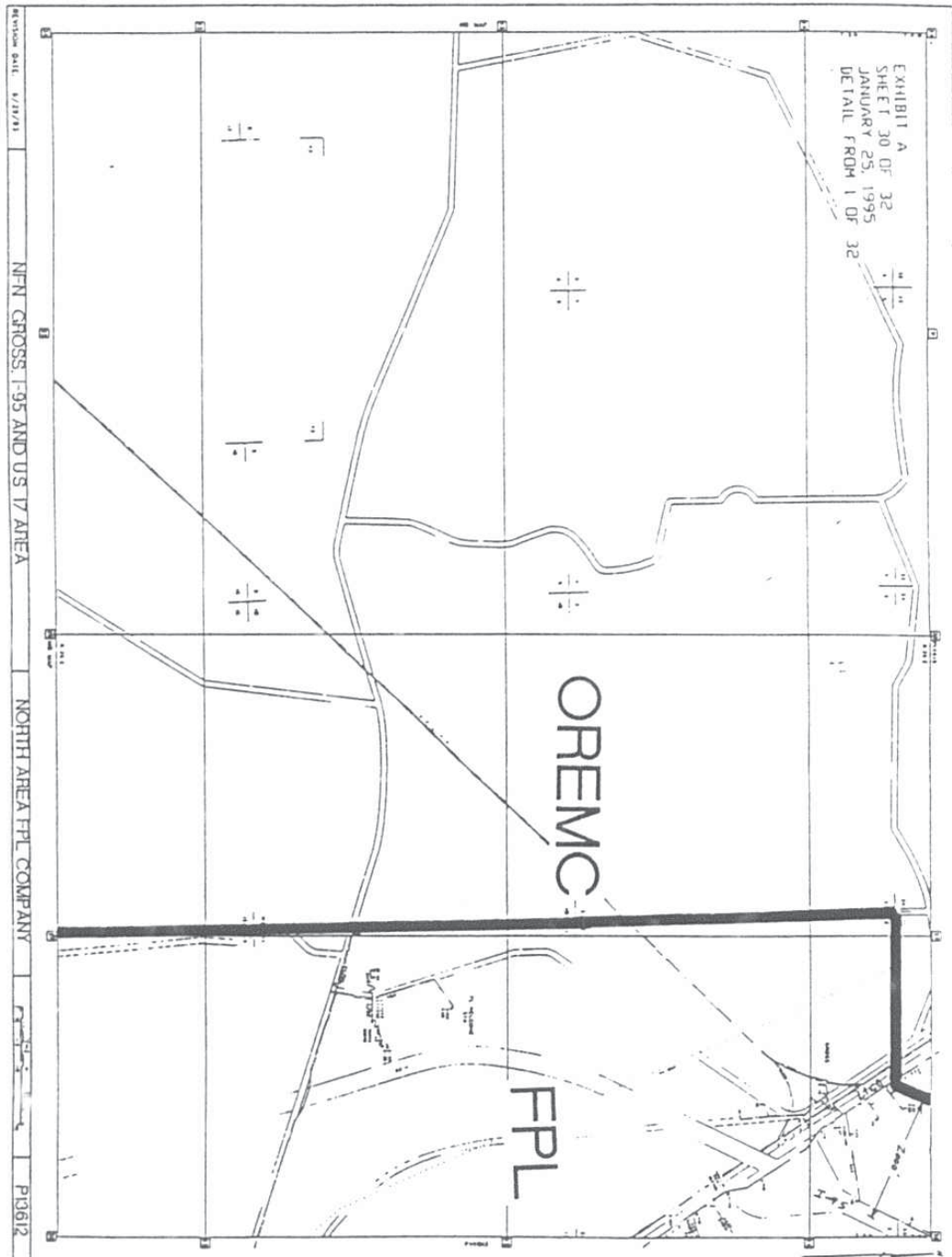
ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 52

ATTACHMENT 1



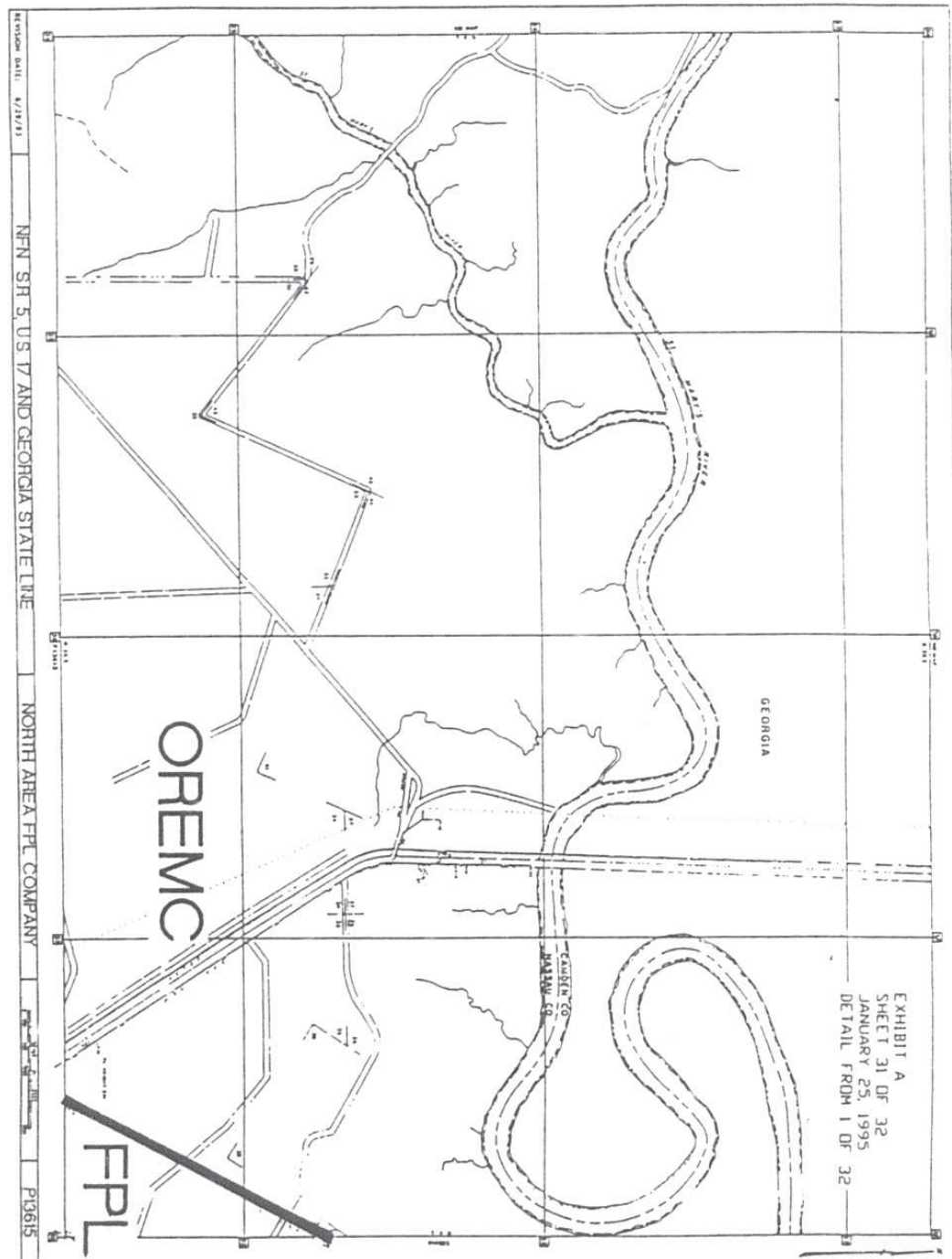
ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 53

ATTACHMENT 1



ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 54.

ATTACHMENT 1



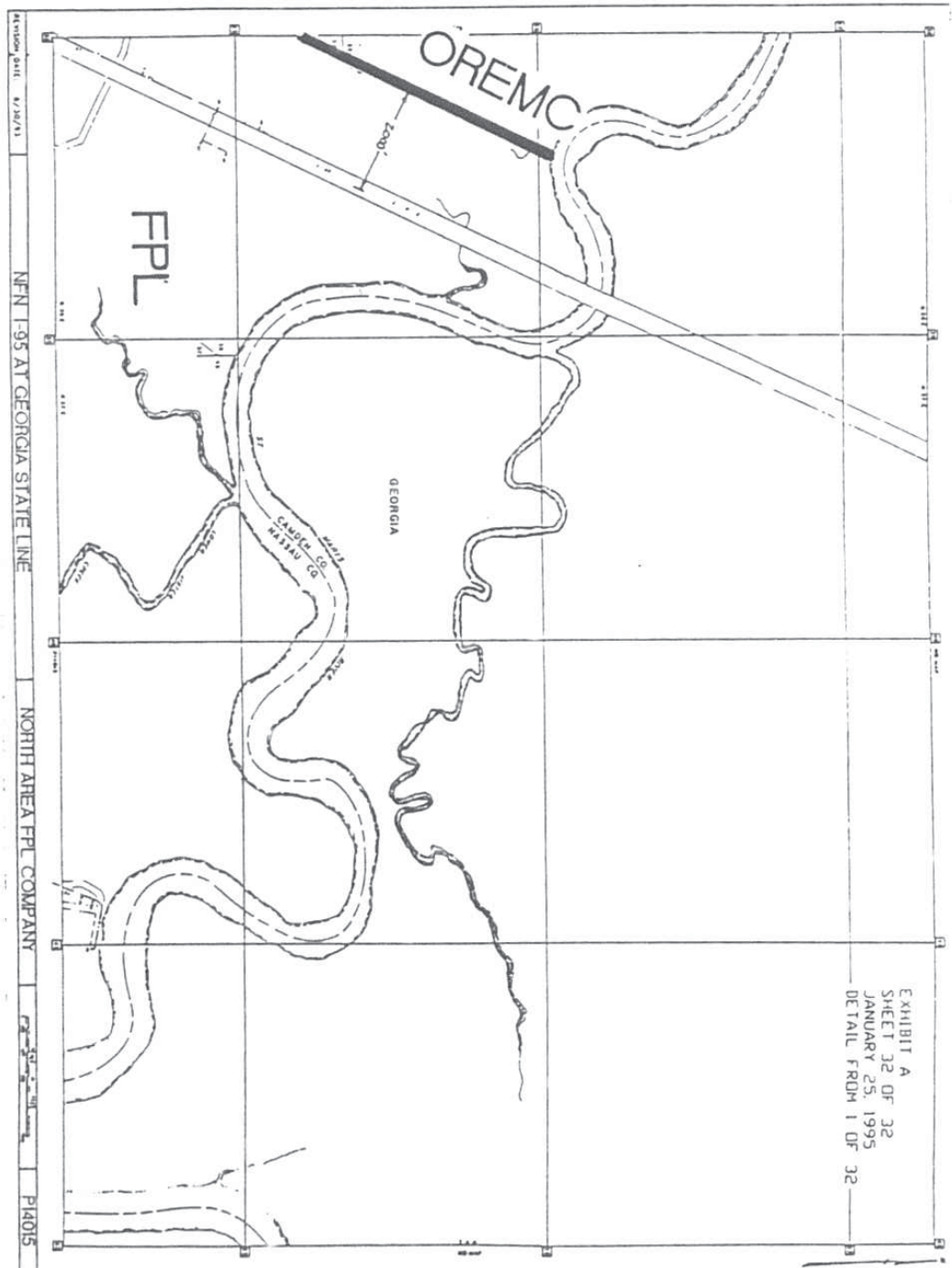


Exhibit B

Clarification and Amendment to Territorial Agreement between Florida Power and Light
Company and Okefenokee Rural Electric Membership Corporation
f/k/a Okefenokee Rural Electric Membership Cooperative

**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 _____, 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:

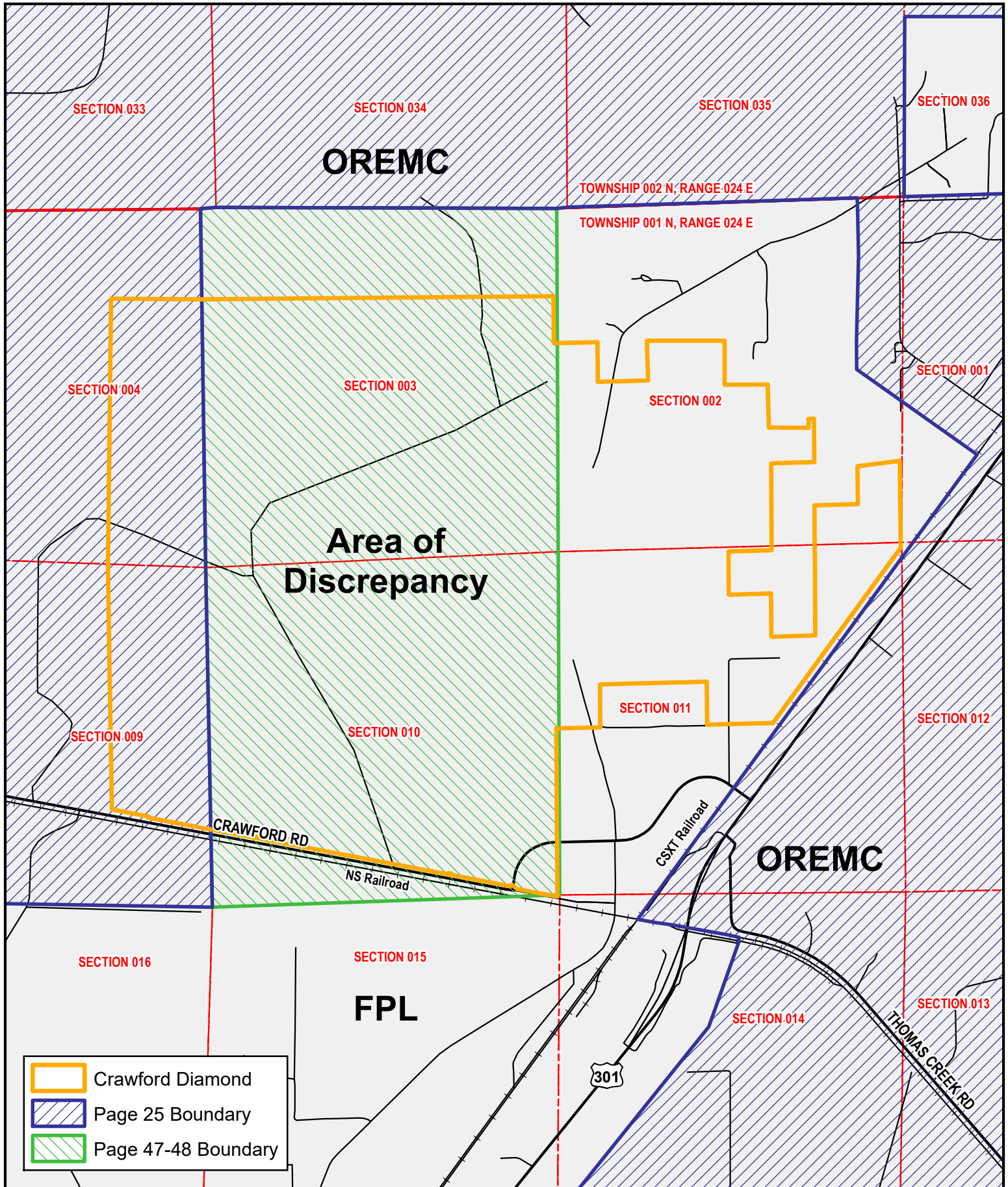
6. **Condition Precedent.** The approval of this 2019 Amendment by the Commission without modification, unless otherwise agreed to by the Parties, shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This 2019 Amendment shall have no effect whatsoever until 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)

Exhibit C

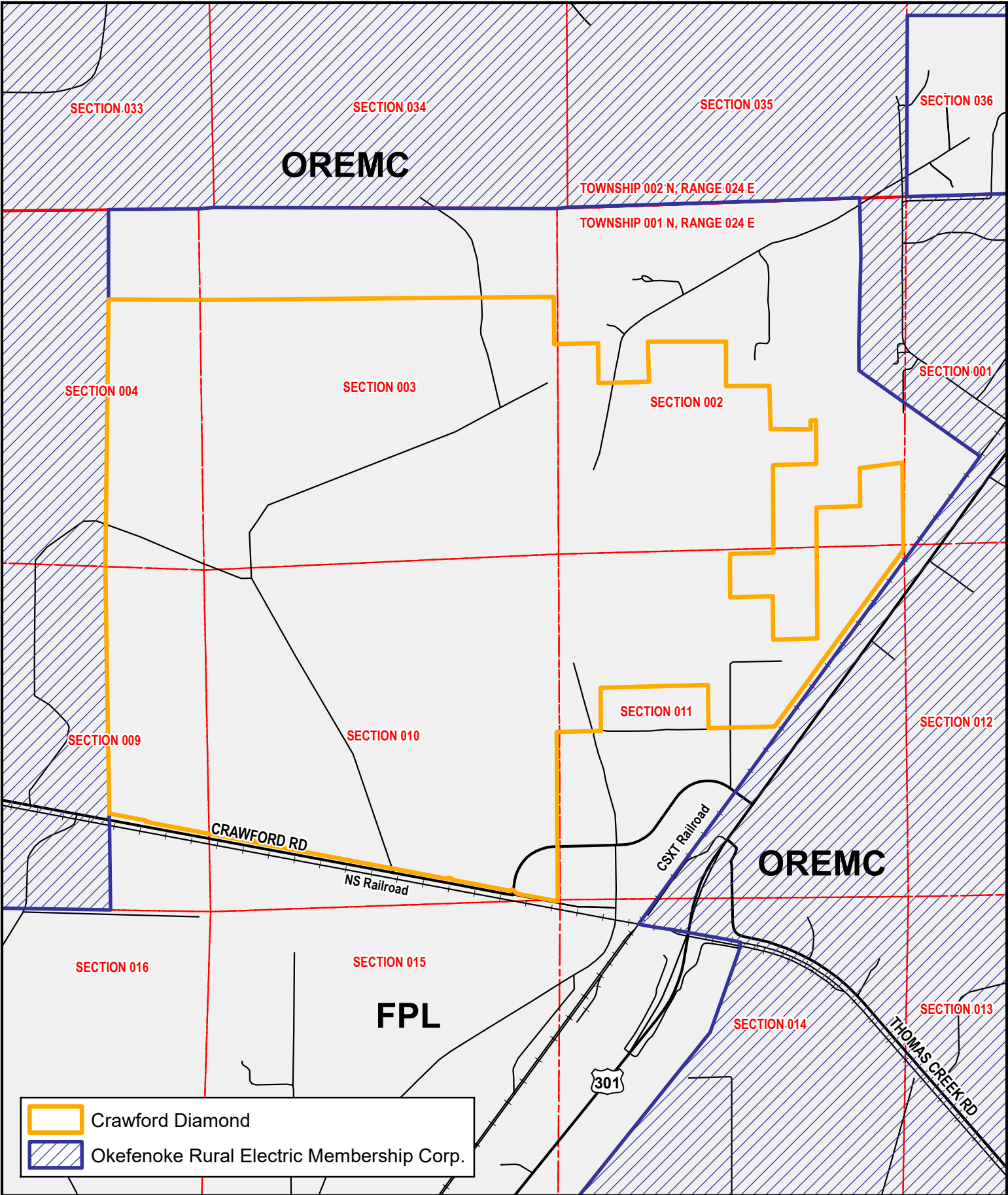
Map of the area to be served by FPL in accordance with this 2019 Amendment



0 750 1,500 3,000 Feet

**Existing Boundary Per
PSC-95-0668-FOF-EU**





0 750 1,500 3,000 Feet

Proposed Boundary



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:

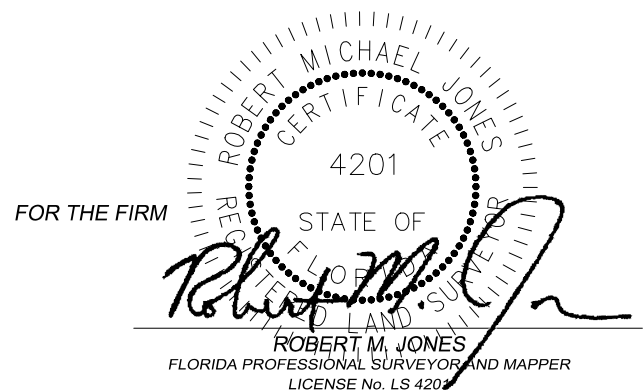
Parcel 1- Additional Contiguous Lands North

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



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
6/6/2019	TW	Revised per Clients Comments
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		

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
DATE: 5/1/2019

CHKD. BY: RMJ
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 $\frac{1}{2}$ of the East $\frac{1}{2}$ of the South $\frac{3}{4}$ 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 +/-

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

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Certificate of Authorization Number LB-0007932

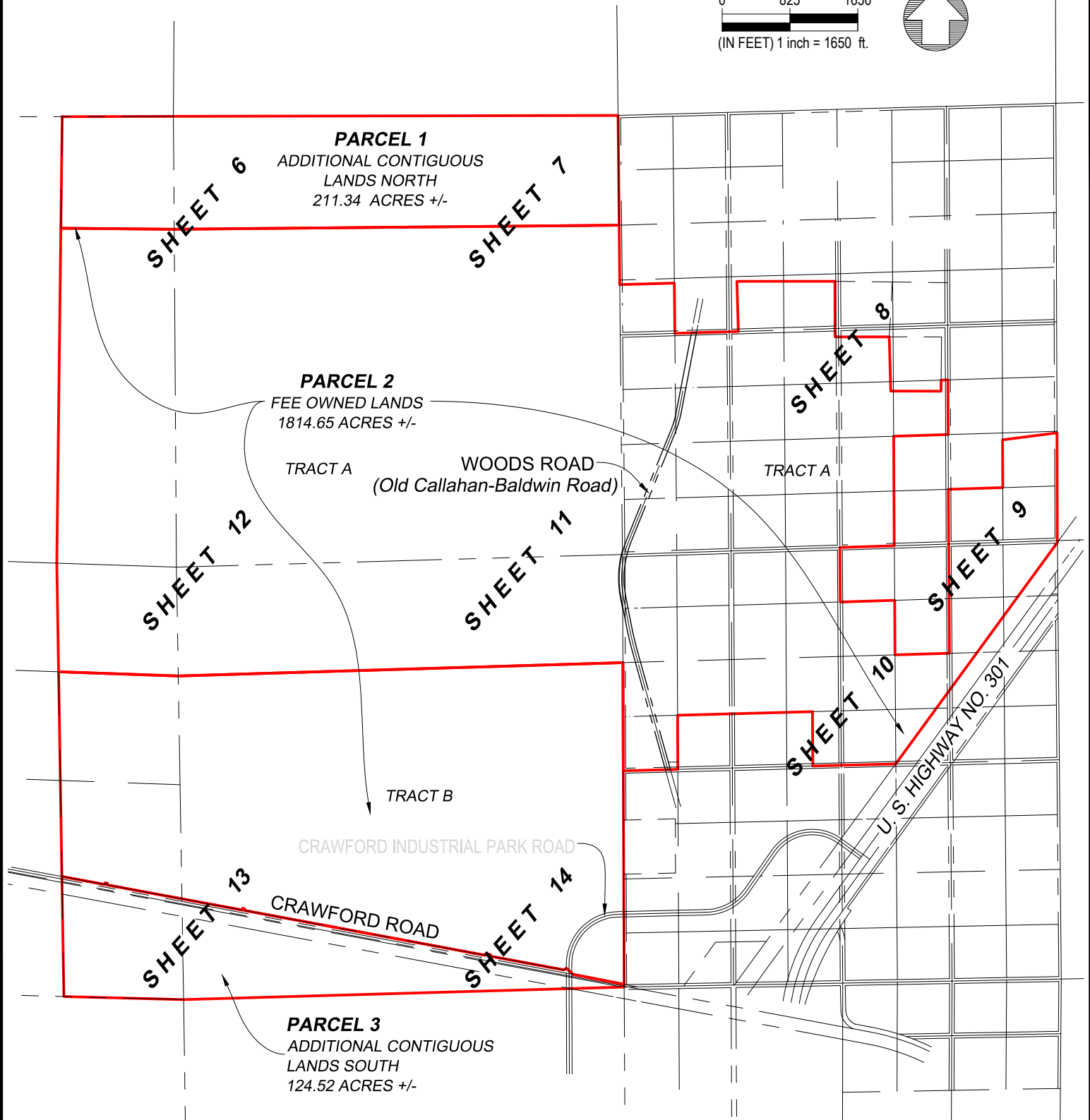
REVISIONS

DATE	BY	DESCRIPTION

DRAWN BY: TW CHKD. BY: RMJ
DATE: 5/1/2019 DATE: 5/1/2019

JOB No. 6374181122 SCALE: N/A SHT. 4
OF 14

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



KEY SHEET

THIS IS NOT A SURVEY

PROJECT TITLE:

SKETCH OF DESCRIPTION
NASSAU CO. SOLAR SITE ENERGY SITE

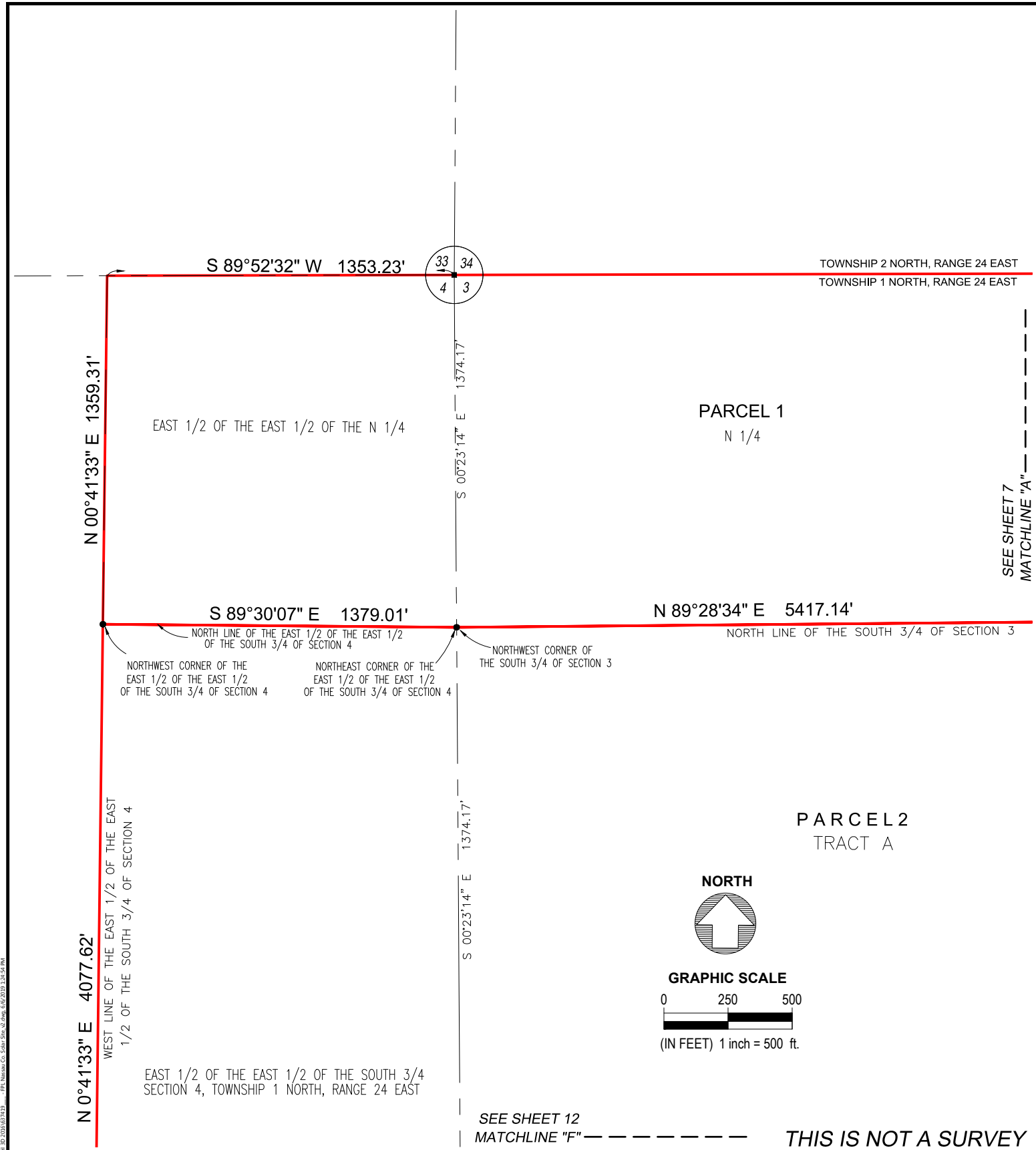
Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com

Certificate of Authorization Number LB-0007932

wood.

REVISIONS			
DATE	BY	DESCRIPTION	
DRAWN BY: <u> TW </u>		CHKD. BY: <u> RMJ </u>	
DATE: <u> 5/1/2019 </u>		DATE: <u> 5/1/2019 </u>	
JOB No. <u>6374181122</u>	SCALE: <u>1" = 1650'</u>	SHT. <u> 5 </u> OF <u> 14 </u>	
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg			



PROJECT TITLE:		REVISIONS	
SKETCH OF DESCRIPTION NASSAU CO. SOLAR SITE ENERGY SITE		DATE	BY
		DESCRIPTION	
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: <u>TW</u>	CHKD. BY: <u>RMJ</u>
		DATE: <u>5/1/2019</u>	DATE: <u>5/1/2019</u>
		JOB No. <u>6374181122</u>	SCALE: <u>1" = 500'</u>
		SHT. <u>6</u> OF <u>14</u>	
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg			

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POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
ADDITION TO CRAWFORD, FLORIDA
&
NORTHWEST CORNER
OF SECTION 2
TRACT A

N 89°52'32" E 5412.94'

S 88°24'08" W

PARCEL 1
NORTH 1/4

POINT OF
BEGINNING
NORTHWEST CORNER OF
LOT 1373 OF
ADDITION TO CRAWFORD, FLORIDA
TRACT A

N 89°28'34" E 5417.14'

NORTH



GRAPHIC SCALE



(IN FEET) 1 inch = 500 ft.

PARCEL 2
TRACT A

SOUTH 3/4
SECTION 3, TOWNSHIP 1 NORTH, RANGE 24 EAST

THIS IS NOT A SURVEY

SEE SHEET 11
MATCHLINE "G"-----

17TH STREET
(30' ROADWAY PER PLAT)
(UNIMPROVED)

WESTERLY RIGHT OF WAY LINE
S 110°50'12" W

PROJECT TITLE:

SKETCH OF DESCRIPTION
NASSAU CO. SOLAR SITE ENERGY SITE

wood.

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
DATE: 5/1/2019

CHKD. BY: RMJ
DATE: 5/1/2019

JOB No.
6374181122

SCALE:
1" = 500'

SHT. 7
OF 14

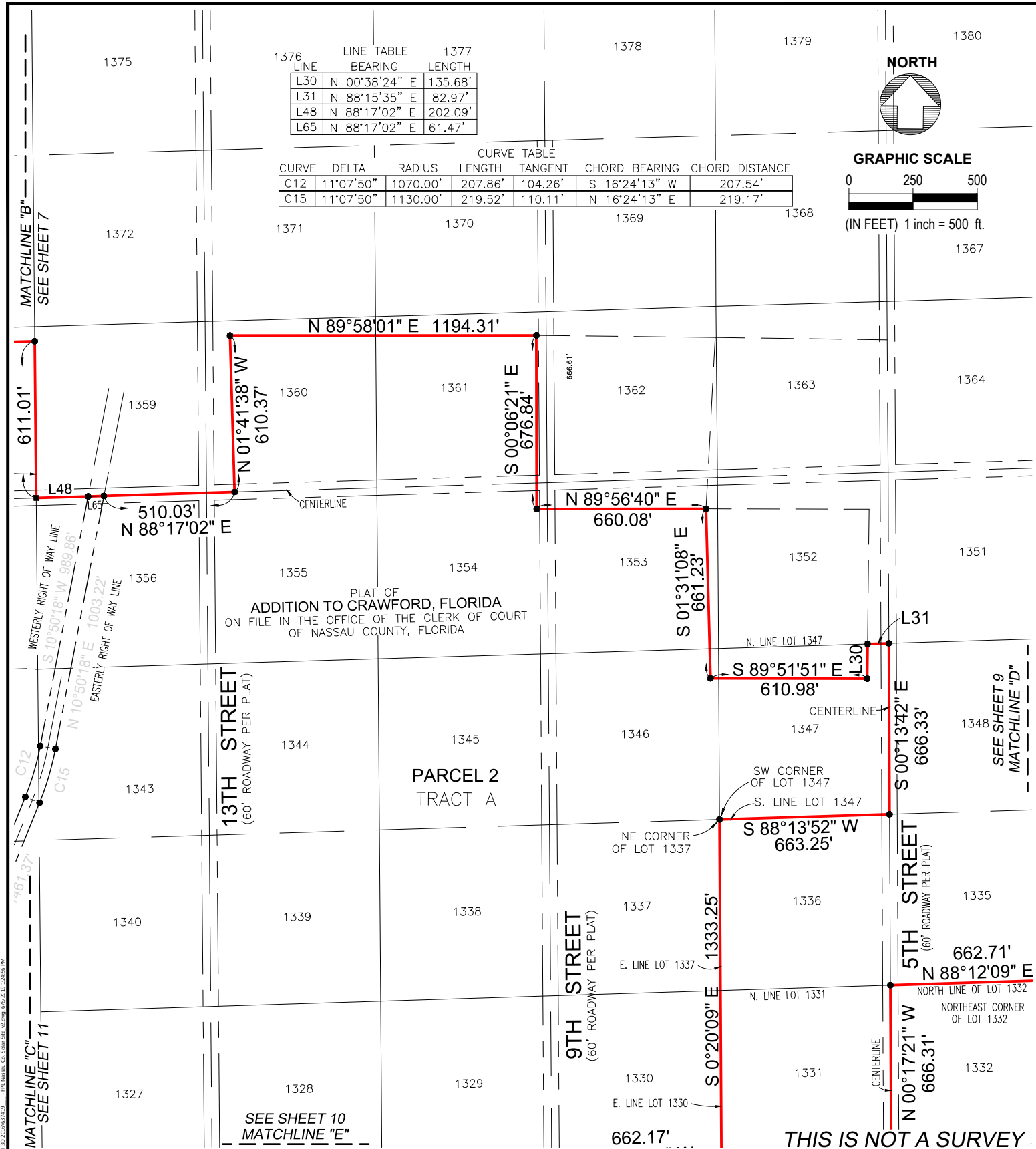
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg

		CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
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C15	11°07'50"	1130.00'	219.52'	110.11'	N 16°24'13" E	219.17'



0 250 500

(IN FEET) 1 inch = 500 ft.



THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
NASSAU CO. SOLAR SITE ENERGY SITE

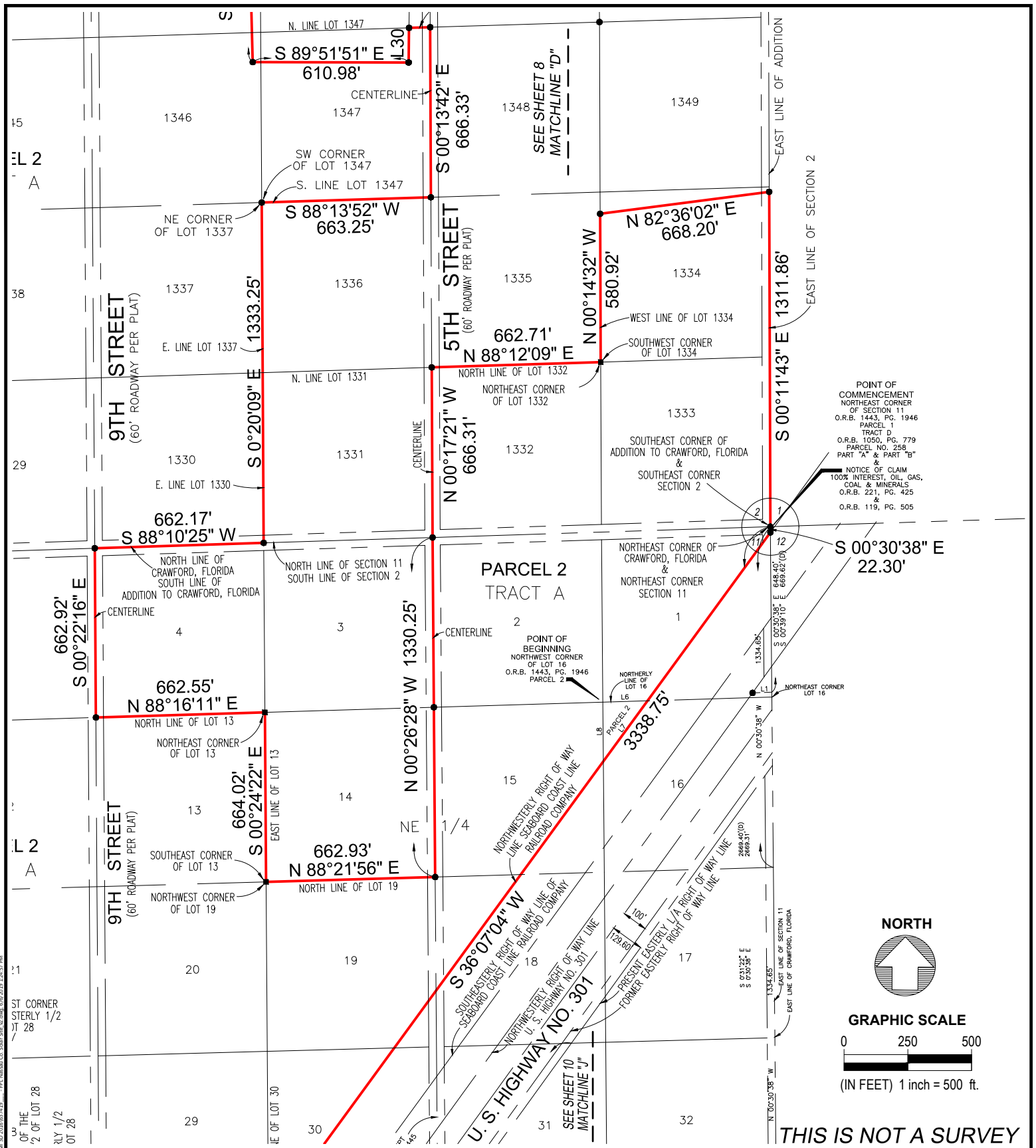
wood.

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Phone: (407) 522-7570
www.woodplc.com

Certificate of Authorization Number LB-0007932

REVISIONS			
DATE	BY	DESCRIPTION	
DRAWN BY: <u> TW </u>		CHKD. BY: <u> RMJ </u>	
DATE: <u> 5/1/2019 </u>		DATE: <u> 5/1/2019 </u>	
JOB No. <u>6374181122</u>		SCALE: <u>1" = 500'</u>	SHT. <u> 8 </u> OF <u> 14 </u>
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg			

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

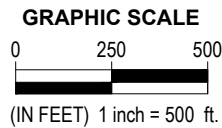


REVISONS		
DATE	BY	DESCRIPTION

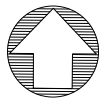
DRAWN BY: <u> TW </u> DATE: <u> 5/1/2019 </u>	CHKD. BY: <u> RMJ </u> DATE: <u> 5/1/2019 </u>
JOB No. <u>6374181122</u>	SCALE: <u>1" = 500'</u>
SHT. <u> 9 </u> OF <u> 14 </u>	
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg	

MATCHLINE "G" — — — — —
SEE SHEET 7

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C8	4°32'40"	3790.00'	300.61'	150.38'	N 13°16'42" W	300.53'
C9	4°32'40"	3850.00'	305.36'	152.76'	S 13°16'42" E	305.28'
C12	11°07'50"	1070.00'	207.86'	104.26'	S 16°24'13" W	207.54'
C13	32°58'30"	1230.00'	707.89'	364.05'	S 5°28'53" W	698.16'
C14	32°58'30"	1170.00'	673.36'	346.29'	N 5°28'53" E	664.11'



NORTH



PARCEL 2
TRACT A

WOODS ROAD

(A/K/A OLD CALLAHAN-BALDWIN ROAD)
(60' RIGHT OF WAY)

SEE SHEET 8
MATCHLINE "C" — — — — —

NORTH 1/4
SECTION 10, TOWNSHIP 1 NORTH, RANGE 24 EAST

PARCEL 2
TRACT A

N 88°16'55" E 5414.79'
S 88°16'55" W 5414.79'

SOUTH LINE OF THE NORTH 1/4 OF SECTION 10
NORTH LINE OF THE SOUTH 3/4 OF SECTION 10

PARCEL 2
TRACT B

SEE SHEET 14
MATCHLINE "I" — — — — —

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

wood.

REVISIONS

DATE	BY	DESCRIPTION

DRAWN BY: TW
DATE: 5/1/2019

CHKD. BY: RMJ
DATE: 5/1/2019

JOB No.
6374181122

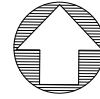
SCALE:
1" = 500'

SHT. 11
OF 14

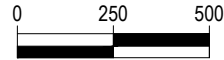
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg

MATCHLINE "F" — — — — —
SEE SHEET 6

NORTH



GRAPHIC SCALE



(IN FEET) 1 inch = 500 ft.

PARCEL 2
TRACT A

SOUTHWEST CORNER OF THE
EAST 1/2 OF THE EAST 1/2
OF THE SOUTH 3/4 OF SECTION 4

NORTHWEST CORNER OF THE
NE 1/4 OF THE NE 1/4
OF SECTION 9

N 0°55'50" W 1323.45'

WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 9

NE 1/4 OF THE NE 1/4
SECTION 9, TOWNSHIP 1 NORTH, RANGE 24 EAST

SOUTH LINE OF THE
NE 1/4 OF THE NE 1/4
OF SECTION 9

SOUTHWEST CORNER OF THE
NE 1/4 OF THE NE 1/4
OF SECTION 9

S 88°01'12" E 1457.27'
N 88°01'12" W 1457.27'

NORTHWEST CORNER OF THE
EAST 1/2 OF THE EAST 1/2
OF THE SOUTH 3/4
OF SECTION 9

NORTH LINE OF THE
EAST 1/2 OF THE EAST 1/2
OF THE SOUTH 3/4
OF SECTION 9

SE CORNER
NE 1/4 OF THE NE 1/4
SECTION 9

NORTHEAST CORNER OF THE
EAST 1/2 OF THE EAST 1/2
OF THE SOUTH 3/4
OF SECTION 9

SOUTHWEST CORNER OF THE
NORTH 1/4 OF SECTION 10

NORTHWEST CORNER OF THE
OF THE SOUTH 3/4
OF SECTION 10

PARCEL 2
TRACT B

SEE SHEET 13
MATCHLINE "H" — — — — —

SEE SHEET 11
MATCHLINE "L" — — — — —

THIS IS NOT A SURVEY

PROJECT TITLE:

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NASSAU CO. SOLAR SITE ENERGY SITE

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wood.

REVISIONS

DATE	BY	DESCRIPTION

DRAWN BY: TW
DATE: 5/1/2019

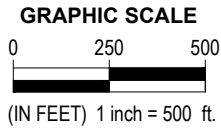
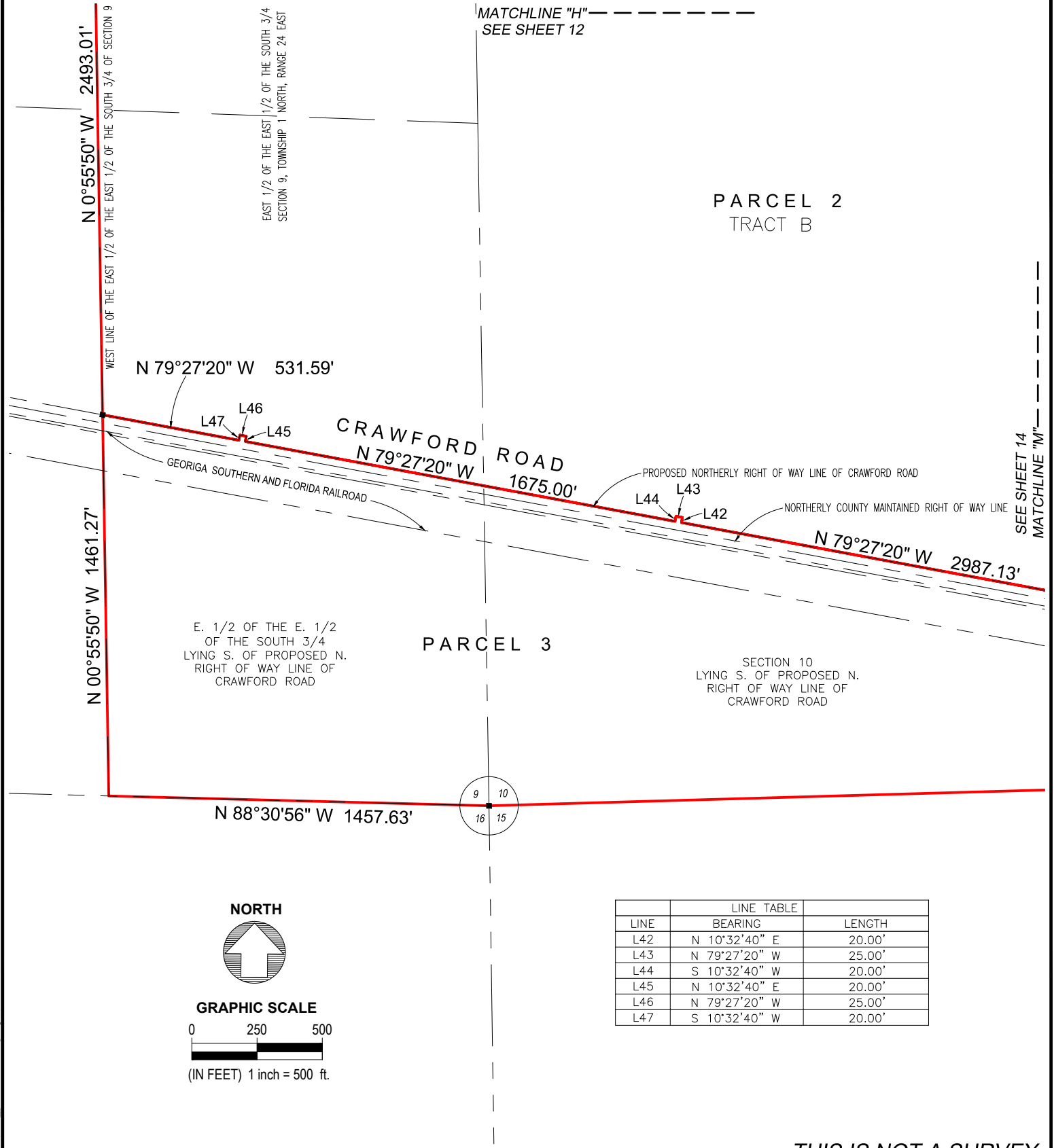
CHKD. BY: RMJ
DATE: 5/1/2019

JOB No.
6374181122

SCALE:
1" = 500'

SHT. 12
OF 14

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



LINE TABLE		
LINE	BEARING	LENGTH
L42	N 10°32'40" E	20.00'
L43	N 79°27'20" W	25.00'
L44	S 10°32'40" W	20.00'
L45	N 10°32'40" E	20.00'
L46	N 79°27'20" W	25.00'
L47	S 10°32'40" W	20.00'

THIS IS NOT A SURVEY

PROJECT TITLE: SKETCH OF DESCRIPTION NASSAU CO. SOLAR SITE ENERGY SITE		REVISIONS	
		DATE	BY DESCRIPTION
		DRAWN BY: <u>TW</u>	CHKD. BY: <u>RMJ</u>
		DATE: <u>5/1/2019</u>	DATE: <u>5/1/2019</u>
		JOB No. <u>6374181122</u>	SCALE: <u>1" = 500'</u>
			SHT. <u>13</u> OF <u>14</u>
DRAWING NAME: 6374181122 - FPL Nassau Co. Solar Site.dwg			



Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
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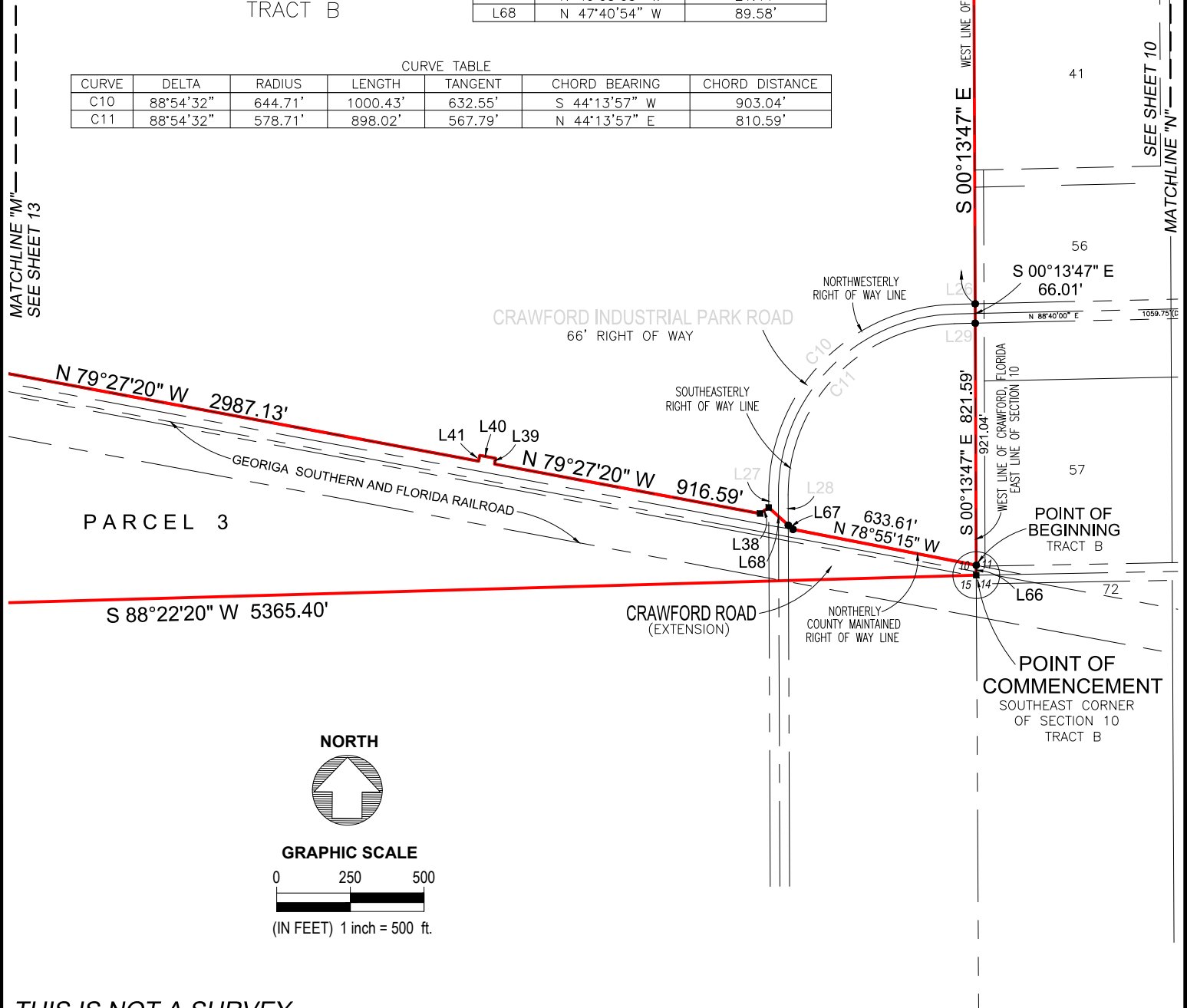
MATCHLINE "I" — — — — —
SEE SHEET 11

SOUTH 3/4
SECTION 10, TOWNSHIP 1 NORTH, RANGE 24 EAST

PARCEL 2
TRACT B

LINE TABLE		
LINE	BEARING	LENGTH
L26	S 88°41'13" W	70.93'
L27	S 00°13'20" E	42.81'
L28	N 00°13'20" W	103.37'
L29	N 88°41'13" E	69.68'
L38	S 55°05'35" W	35.84'
L39	N 10°32'40" E	20.00'
L40	N 79°27'20" W	55.00'
L41	S 10°32'40" W	20.00'
L49	S 88°33'26" W	90.02'
L66	N 0°13'47" W	33.44'
L67	N 49°03'03" W	21.44'
L68	N 47°40'54" W	89.58'

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C10	88°54'32"	644.71'	1000.43'	632.55'	S 44°13'57" W	903.04'
C11	88°54'32"	578.71'	898.02'	567.79'	N 44°13'57" E	810.59'



THIS IS NOT A SURVEY

PROJECT TITLE:

SKETCH OF DESCRIPTION
NASSAU CO. SOLAR SITE ENERGY SITE



Wood Environment & Infrastructure Solutions, Inc.

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DATE: <u> 5/1/2019 </u>		DATE: <u> 5/1/2019 </u>	
JOB No. <u>6374181122</u>	SCALE: <u>1" = 500'</u>	SHT. <u> 14 </u> OF <u> 14 </u>	
DRAWING NAME: 637419 - FPL Nassau Co. Solar Site.dwg			

Exhibit E

Memorandum of Understanding between Florida Power and Light Company and
Okefenokee Rural Electric Membership Corporation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of this 15th day of November, 2018, by and among OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION, a statutory municipal utility organized under the laws of the State of Florida ("OREMC") and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida ("FPL"). OREMC and FPL are referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, FPL is currently working with certain governmental and non-governmental agencies in order to facilitate the development and construction of one or more manufacturing and/or commercial facilities (the "Proposed Manufacturing Facility or Facilities") in Nassau County, Florida in the vicinity of Crawford Road, commonly referred to as the Crawford – Diamond property, on property owned by FPL (the "Proposed Development Area"); and

WHEREAS, OREMC and FPL operate electric utilities with adjacent electric utility service territories in the vicinity of the Proposed Development Area; and

WHEREAS, the Proposed Manufacturing Facility or Facilities will be located primarily within FPL's service territory directly adjacent to OREMC's service territory, but may extend into an area which arguably falls within the OREMC service territory; and

WHEREAS, as part of the efforts to facilitate the development and construction of the Proposed Manufacturing Facility or Facilities, FPL desires to provide electric utility service to the Proposed Manufacturing Facility or Facilities and to construct an electrical transmission and distribution substation and associated infrastructure in order to provide such electric utility service (the "FPL Utility Service Facilities"), provided certain regulatory conditions can be met, as fully described below; and

WHEREAS, for FPL to be in a position to obtain firm commitments from the Proposed Manufacturing Facility or Facilities which will be located in the Proposed Development Area, and to confirm that said Proposed Manufacturing Facility or Facilities will receive electric service from FPL, FPL will need to resolve any potential territorial issues related to the areas to be served by FPL and the areas to be served by OREMC, to assure that the Proposed Development Area is completely within FPL's service territory; and

WHEREAS, in order to facilitate additional economic development opportunities in the vicinity of the Proposed Development Area and to facilitate the resolution of any territorial issues related to the Proposed Development Area, FPL is willing to construct certain distribution facilities for the benefit of OREMC and to transfer such facilities to OREMC at a nominal cost, as further specified below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. OREMC Distribution Facilities.

- a. Provided (i) the Florida Public Service Commission ("FPSC") approves a joint petition to be filed on behalf of OREMC and FPL to resolve any potential territorial issue or

dispute regarding the Proposed Development Area in accordance with the map attached as Exhibit A hereto; (ii) the FPSC issues an Order that is agreeable to both Parties; and (iii) the time has expired for any appeal of said FPSC Order (the "FPSC Final Order"), FPL agrees to procure and construct certain utility service distribution facilities for the benefit of OREMC and to transfer such facilities to OREMC for \$10.00 (the "OREMC Distribution Facilities") upon completion in accordance with Section 2 below. Pending mutual agreement of the final specifications, the Parties expect the OREMC Distribution Facilities to include the equipment described in Exhibit B under the headings "Phase 1" and "Phase 2". All equipment, parts and materials will be new and unused.

- b. Upon transfer of the OREMC Distribution Facilities to OREMC pursuant to a bill of sale substantially in the form of Exhibit C, OREMC will have full, free and clear title to the equipment and will be responsible for all operations, maintenance and regulatory compliance associated with the OREMC Distribution Facilities. FPL will also transfer to OREMC the manufacturer's warranty on all new equipment and the equipment will be subject to mutually agreed acceptance testing. It is anticipated that the OREMC Distribution Facilities will be constructed on FPL land which will then be transferred to OREMC pursuant to a special warranty deed. The FPL land transferred to OREMC will be conveyed by FPL so that OREMC is vested with good, marketable and insurable fee simple title to the FPL land, free and clear of all liens, restrictions, easements, encumbrances and other matters, except for ad valorem real estate taxes for the year of the transfer and subsequent years and the permitted exceptions set forth in the title report provided to OREMC. Should the OREMC Distribution Facilities be constructed in phases, OREMC will provide all necessary access rights necessary for FPL to construct and install the "Phase 2" equipment. Following transfer of the OREMC Distribution Facilities and at the time the FPL land is conveyed to OREMC, FPL will provide access rights and transmission/distribution easements to OREMC as needed to access, operate and maintain the OREMC Distribution Facilities; provided, that FPL may re-route the access rights in the future at FPL's sole discretion on the condition that the FPL land transferred to OREMC continues (at all times) to have full, free and insurable vehicular access to and from publicly dedicated streets and roads.

2. **Further Assurances.** Provided the Parties have obtained the FPSC Final Order agreeable to both Parties, when FPL begins the definitive design and engineering of the FPL Utility Service Facilities, FPL will notify OREMC, and each of the Parties will direct appropriate personnel to work together in a commercially reasonable manner and in accordance with good utility practice to further define the location and design of the OREMC Distribution Facilities. FPL or its agents shall thereafter commence work to construct the OREMC Distribution Facilities concurrently with the commencement of FPL's construction of the Proposed Manufacturing Facility or Facilities in the Proposed Development Area. However, if FPL has not commenced construction of the Proposed Manufacturing Facility or Facilities within the Proposed Development Area within two (2) years of the date the mutually-agreeable FPSC Order becomes the FPSC Final Order, FPL will nonetheless commence construction of the equipment listed under "Phase 1" on Exhibit B which will be transferred to OREMC upon completion in accordance with Section 1 of this MOU. Upon completion and transfer of the "Phase 1" equipment, FPL will, on 12 months' notice from OREMC, commence construction of the equipment listed under "Phase 2" on Exhibit B which will be transferred to OREMC upon completion in accordance with Section 1 of this MOU.

3. **Termination.** This MOU shall terminate upon the following events;

- (i) if the Parties have not received the FPSC Final Order by December 31, 2019, or by some later date mutually agreed to by the Parties in writing.

- (ii) upon notice by either Party if the Order issued by the FPSC is not agreeable to such Party.
- (iii) upon completion of construction and transfer of the OREMC Distribution Facilities to OREMC.

4. **Governing Law.** This MOU shall be governed, construed and enforced in accordance with the laws of the State of Florida, without giving effect to the conflict of law provisions thereof.

5. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MOU AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MOU.

6. **Third Party Beneficiary.** This MOU is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this MOU.

7. **Assignment.** This MOU may not be assigned or transferred by any Party without the prior written consent of the other Party. The provisions set forth herein shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

8. **Amendment.** This MOU may not be amended, modified or supplemented, except by written agreement of both Parties.

9. **Press Releases.** Except as may be required by applicable law, the Parties shall not issue any press release or other public disclosure with respect to this MOU or the transactions contemplated hereby without first affording the non-disclosing Party the opportunity to review and comment on such press release or public disclosure.

10. **Consequential Damages.** Neither Party shall be liable for special, punitive, exemplary, incidental, consequential or indirect damages under this MOU or the transaction, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and each Party each hereby releases the other and each of such Persons from any such liability, whether based on contract, tort, strict liability, other law or otherwise and whether or not arising from the other Party's sole, joint or concurrent negligence, strict liability or other fault.

11. **Counterparts.** The Parties acknowledge and agree that this MOU may be executed in multiple counterparts, each such counterpart, when executed and delivered, shall constitute an integral part of one and the same agreement.

[Remainder of page is intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their respective duly authorized representatives as of the date first above written.

FLORIDA POWER & LIGHT COMPANY

By: 

Name: Michael G. Spivey

Title: VP Transmission & Reliability

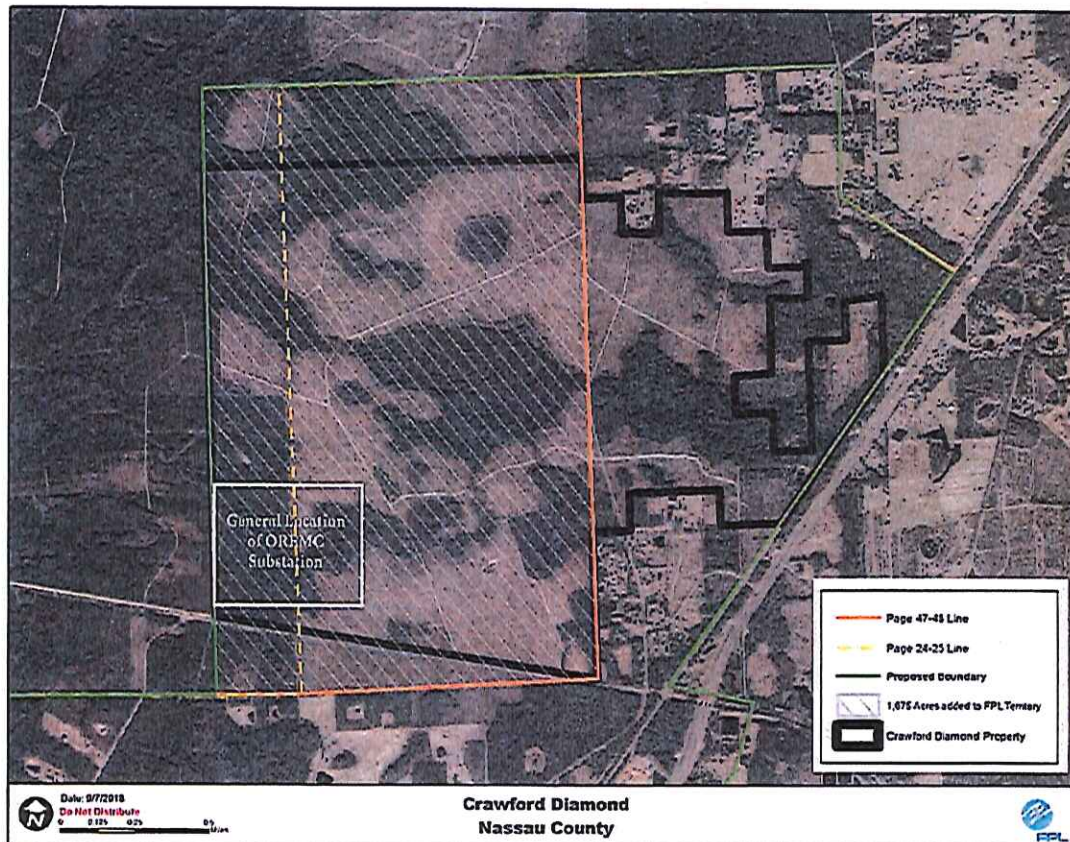
OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION

By: 

Name: John Middleton

Title: General Manager

MAP OF FPL SERVICE TERRITORY



The reference to "Page 47-48 Line" in the legend refers to the Page 47-48 Line on existing territorial maps and the reference to "Page 24-25 Line" in the legend refers to the Page 24-25 Line on existing territorial maps. The reference to the Proposed Boundary line refers to the proposed boundary to be submitted to the FPSC with request for modification of territorial agreement.

Equipment

Phase 1:

- In order to better serve future industrial loads, FPL will construct 230kV transmission service for the Crawford-Diamond Industrial Development.
- FPL to build for OREMC a one transformer, 3 feeder 230/24.9kV distribution substation served from FPL's new substation located on the Crawford Diamond site with the equipment listed below.
- The OREMC substation will be built for an ultimate two (2) transformer, six (6) feeder design.
- FPL will install at its substation transmission equipment to energize the looped transmission line that will serve the new OREMC substation.
- All OREMC facilities provided/constructed by FPL shall adhere to GTC's current standard substation design and site specifications. An electronic copy of the specifications to be provided by GTC within 10 business days of request.

230kV Transmission Section – Phase 1

- Two (2), 230kV, 2000A GB (load break) motor operated line switches (Labeled A & B on Exhibit B substation drawing).
- One (1) 230kV, 2000A G (disconnect) switch as part of the new 230kV station bus at the OREMC substation creating bus sections bus#1 - bus #2 (Labeled C on Exhibit B substation drawing).
- Interconnection 2000A bus work at 230kV.
- One (1) transformer high side 230kV Circuit Switcher (1200A S&C Series 2010 motor operated AIM with bypass capable of interrupting light fault currents and associated controls per OREMC/GTC, Labeled D on Exhibit B substation drawing).
- One (1) – new 30 MVA 230-24.9kV transformer per OREMC/GTC standard specification.

24.9kV Distribution Low Side Section – Phase 1

- Provide structure and equipment for one (1) 24.9kV revenue metering package with bypass per GTC specification.
- Provide structure and equipment for one (1) transformer low side 24.9kV GB switch (RLB) per GTC specifications.
- Per OREMC/GTC standard design specification, install three (3) feeder bays, each bay with one (1) 24.9kV, 1200 A vacuum breaker with relay control for a total of three (3).
- Vacuum breakers and relay controls to be procured by FPL per OREMC specification.

24.9kV Distribution Low Side Section – Phase 1 (cont.)

- Install 24.9kV, 1200A disconnect switches on both source and load side of each feeder breaker.
- Install 24.9kV, 1200A gang operated transfer bus switches for each feeder bay.
- Install three (3) single-phase regulators and controls on each feeder for a total of nine (9) per OREMC specification.
- Install 24.9kV, 1200A regulator bypass switches on each voltage regulator per OREMC specification.
- Install one (1) 24.9kV, 1200A disconnect switch on the end of 24.9kV bus #1 for future expansion.
- Install Bank A station service with throw-over scheme. FPL will coordinate with OREMC to determine emergency source for station service.
- FPL will coordinate and provide OREMC with all conduit, control wiring, and/or fiber cable deemed necessary per OREMC specification. OREMC/GTC Engineering staff will coordinate with FPL to establish design requirements.
- FPL will develop the substation site for both phases of construction during phase one. This would include the ground grid, fenced area, relay vault, and the 230kV high side (which will accommodate the second transformer without de-energizing the in-service transformer).

Protection and Control – Phase 1

- One (1) transformer differential and overcurrent protection panel per OREMC/GTC specifications.
- FPL to provide all required A/C & D/C control power, communication equipment racking, and/or fiber network interface for OREMC/GTC SCADA systems. Note: GTC to request their own data circuit.
- SCADA equipment and communication specifications to be provided by OREMC/ GTC.
- Appropriately sized 125VDC battery bank and battery charger to meet OREMC's Phase 1 & Phase 2 substation requirements. (OREMC/GTC to provide specifications)
- Commissioning and final system testing to be completed by OREMC/GTC with coordination from FPL.
- FPL SCADA equipment for 230kV high side control at OREMC substation along with data circuit to be install by FPL.

Vault (Control House)

- FPL vault will provide adequate space for all OREMC transmission and distribution equipment including pre-installed battery bank and charger.
- Vault equipment layout for transmission and distribution protection to be coordinated by FPL and OREMC/GTC.
- OREMC/GTC to provide CIP requirements for vault (control house).
- A preliminary vault design will be provided to OREMC for review.
- FPL to coordinate with OREMC regarding physical location of vault.

Phase 2:

230kV Transmission Section - Phase 2

- One (1) transformer high side 230kV Circuit Switcher (1200A S&C Series 2010 motor operated AIM with bypass capable of interrupting light fault currents and associated controls per OREMC/GTC, Labeled E on Exhibit B substation drawing).
- Install one (1) – new 30 MVA 230-24.9kV transformer per OREMC/GTC standard specification.

24.9kV Distribution Low Side Section – Phase 2

- Provide structure and equipment for one (1) 24.9kV revenue metering package with bypass per GTC specification.
- Provide structure and equipment for one (1) transformer low side 24.9kV GB switch (RLB).
- Per OREMC/GTC standard design specification, install three (3) feeder bays, each bay with one (1) 24.9kV, 1200 A vacuum breaker with relay control for a total of three (3).
- Vacuum breakers and relay controls to be procured by FPL per OREMC specification.
- Install 24.9kV, 1200A disconnect switches on both source and load side of each feeder breaker.
- Install 24.9kV, 1200A gang operated transfer bus switches for each feeder bay.
- Install three (3) single-phase regulators and controls on each feeder for a total of nine (9) per OREMC specification.
- Install 24.95kV, 1200A regulator bypass switches on each voltage regulator per OREMC specification.
- Install one 24.9kV, 2000A disconnect switch on the end of 24.9kV bus #2 for bus tie.
- Install one, 24.9kV, 2000A bus tie breaker per OREMC specifications.
- Install Bank B station service with throw-over scheme. FPL will coordinate with OREMC to determine emergency source for station service.

Protection and Control – Phase 2

- One (1) transformer differential and overcurrent protection panel per OREMC/GTC specifications.
- FPL to provide all required A/C & D/C control power, communication equipment racking, and/or fiber network interface for OREMC/GTC SCADA systems.
- SCADA equipment and communication specifications to be provided by OREMC/ GTC.
- Bank B to utilize existing battery bank and charger.
- Commissioning and final system testing to be completed by OREMC/GTC with coordination from FPL.

OREMC Substation, One Transformer, Three Feeders

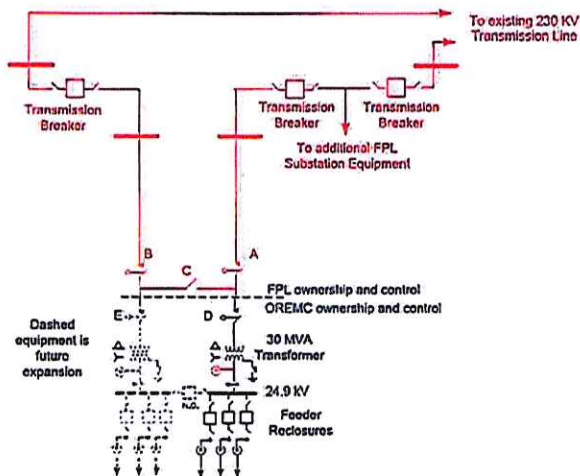


Exhibit F

Florida Department of Transportation (“DOT”) General Highway County Map for
Nassau County

