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November 3, 2014

Ms. Carlotta S. Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850



RECEIVED-FPSC 14 NOV -3 PM 2: 44 COMMISSION

RE: Joint Petition for Approval of Amendment to Territorial Agreement Between Florida Power & Light Company and Lee County Electric Cooperative

Dear Ms. Stauffer:

Enclosed for filing please find:

- 1. The original and seven (7) copies of Florida Power & Light Company's ("FPL's") and Lee County Electric Cooperative's ("LCEC's") Joint Petition for Approval of Amendment to Territorial Agreement ("Joint Petition").
- 2. A CD containing electronic files of the Joint Petition. The operating system is windows XP, and the processing software is word.
- 3. The original and seven (7) copies of FPL's Request for Confidential Classification of Exhibit C to Appendix A of the Joint Petition. The original includes Attachments A, B, C, and D. Attachment A contains the confidential information that is the subject of FPL's Request for Confidential Classification. Attachment A is submitted for filing separately and marked "ATTACHMENT A"- CONFIDENTIAL. Attachment B is an edited version of Attachment A, in which the information FPL asserts is confidential has been redacted. Attachment C contains FPL's justification for its request for confidential classification. Attachment D includes FPL's and LCEC's affidavits in support of FPL's Request for Confidential Classification. The affidavit of David T. Bromley is a copy of the original. The original affidavit will be provided separately prior to November 6th. In accordance with Rule 25-22.006(3)(d), FPL requests confidential treatment of the information in Attachment A pending disposition of FPL's Request for Confidential Classification.

AFD _____APA ____ECO **...
ENG 1. ____GCL 1
IDM ____TEL ___

COM

* ECO = 5 copies of petition 1, CD 6 copies each of 3 maps



FPL and LCEC request that a new docket number be assigned for the request. Please contact me if you have any questions regarding this filing

If there are any questions regarding this transmittal, please contact me at (561) 304-5633.

Sincerely,

Scott A. Goorland

Attachments

CC: [Bruce May; John Noland]

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| In re: Joint petition for approval |) | | |
|--|----|-------------------------|--|
| of amendment to territorial |) | | |
| agreement between Florida Power |) | Docket No | |
| & Light Company and Lee County |) | Filed: November 3, 2014 | |
| Electric Cooperative |) | | |
| James Santonia Control of Control | _) | | |

JOINT PETITION FOR APPROVAL OF AMENDMENT TO TERRITORIAL AGREEMENT

Florida Power & Light Company ("FPL") and the Lee County Electric Cooperative ("LCEC") jointly petition the Commission for approval of an agreement amending the existing Territorial Agreement between FPL and LCEC, entered into on May 10, 1993, as amended on May 7, 1997, by and between FPL and LCEC (the "2014 Amendment"). The 2014 Amendment is attached as Appendix "A".

1. The Joint Petitioners' names and addresses are:

Florida Power & Light Company 700 Universe Blvd DOE/JW Juno Beach, FL 33408 Attention: Manny Miranda, Vice President, Power Delivery

and

Lee County Electric Cooperative 4980 North Bayline Drive North Fort Myers, FL 33917 Jacksonville, FL 32202 Attention: Dennie Hamilton, CEO

2. All notices and pleadings in connection with this matter are to be served upon the following counsel:

FOR FPL

Scott A. Goorland Principal Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 (561) 304-5633 (561) 691-7135 (fax) scott.goorland@fpl.com

FOR LCEC

D. Bruce May Holland & Knight LLP 315 South Calhoun Street Suite 600 Tallahassee, FL 32301 (850)425-5607 (850) 224-8832 (fax) bruce.may@hklaw.com

and

John A. Noland Henderson, Franklin, Starnes & Holt, P.A. 1715 Monroe Street P.O. Box 280 Fort Myers, FL 33902 (239) 344-1140 (239) 344.1515 (fax) john.noland@henlaw.com

- 3. The Commission has jurisdiction pursuant to Section 366.04(2)(d), Florida Statutes, to approve territorial agreements between electric utilities. This Petition is filed pursuant to Rules 25-6.0439 and 25-6.0440, Florida Administrative Code.
- 4. FPL is a corporation organized and existing under the laws of the State of Florida and is an electric utility as defined in Section 366.02(2), Florida Statutes. LCEC is a not-for-profit corporation organized and existing under the laws of the State of Florida,

owns and operates its own electric utility system, and is an electric utility as defined in Section 366.02(2), Florida Statutes.

- 5. By Order No. 3799, issued on April 28, 1965, in Docket No. 7424-EU, the Commission approved the original territorial agreement between FPL and LCEC. An amendment to this original territorial agreement was approved by Order No. 20817, issued on February 28, 1989, in Docket No. 850129-EU. Subsequently, on May 10, 1993, in Docket No. 930092-EU, the Commission issued Order No. 93-0705 approving a new territorial agreement between FPL and LCEC relating to the service areas in Charlotte, Collier, Hendry and Lee Counties. By Order No 97-0527, issued on May 7, 1997, in Docket No. 97-0105, the Commission approved a Territorial Variance Agreement relating to areas in Lee County which had been agreed to between FPL and LCEC.
- Order No. 93-0705 requires FPL and LCEC to seek prior approval from the
 Commission before making any permanent changes to their territorial boundary.
- 7. The 2014 Amendment alters the territorial boundary between FPL and LCEC in a manner designed to allow both utilities to more efficiently serve anticipated development and to avoid unnecessary duplication of facilities in two mostly undeveloped parcels of property within their respective service territories where both utilities currently have minimal infrastructure in place. The first parcel is currently within the territorial boundary of LCEC and includes a portion of the Babcock Ranch Independent Special District ("Special District") and an adjacent area in Charlotte County and an adjacent area in Lee County ("Exchange Parcel 1"). A legal description and sketch of Exchange Parcel 1 is attached as Exhibit "A" to Appendix "A". The second parcel is currently within the

territorial boundary of FPL and is located in Collier County ("Exchange Parcel 2"). A legal description and sketch of Exchange Parcel 2 is attached as Exhibit "B" to Appendix "A".

- 8. The current territorial boundary line between FPL and LCEC runs through the Special District, which results in two different utilities serving the Special District. Due to that current configuration, FPL and LCEC have agreed to modify their territorial boundary to place Exchange Parcel 1 wholly within a bounded area to be served by FPL. To further avoid the potential for uneconomic duplication of facilities, FPL and LCEC have agreed to modify their territorial boundary to place Exchange Parcel 2 wholly within a bounded area to be served by LCEC. The exchange of these two parcels allows for a single electric service provider in each of the parcels and thus avoids the potential for unnecessary duplication of services.
- 9. FPL and LCEC entered the 2014 Amendment after lengthy deliberation and consideration of the best interests of their electric customers and the citizens of the area served by both parties. The 2014 Amendment is specifically designed and intended to avoid unnecessary duplication of services in Exchange Parcels 1 and 2. Accordingly, FPL and LCEC respectfully submit that the 2014 Amendment is in the best interest of the public.
- 10. Pursuant to Rule 25-6.0440(1)(f), Florida Administrative Code, attached hereto as Appendix "B" are an official Florida Department of Transportation ("DOT") General Highway County Maps for each affected county depicting boundary lines established by the 2014 Amendment.
- 11. As described above, Exchange Parcels 1 and 2 are largely undeveloped at the present time. Currently, there are only 15 existing customer accounts serving named 4

customers in Exchange Parcel 1, and 15 existing customer accounts serving 4 named customers in Exchange Parcel 2 (collectively "Existing Customers"). The Existing Customers in each Exchange Parcel are listed in Exhibit "C" to Appendix "A" attached hereto. Because the parcels are largely undeveloped, the 2014 Amendment does not contemplate the current transfer of any Existing Customers. According to Section 2 of the 2014 Amendment, each utility will have the right and responsibility to provide retail electric service to each of its Existing Customers at any location now being served by that utility until there is a "Change in Use" and the utilities mutually agree that their respective distribution facilities will economically support service to the customer. Within (2) two years of such Change in Use and agreement, that customer will be served by the utility in whose territory the customer lies. Although there will be no current transfer of Existing Customers, the customers identified in Exhibit "C" to Appendix "A" were contacted prior to the filing of this Joint Petition, and were provided an explanation of the proposed territorial amendment and a description of the current difference in rates between FPL and LCEC. Of the 8 Existing Customers contacted none expressed opposition, 1 expressed that they were in favor of the amendment, 2 expressed no opinion, and 5 did not return attempts to contact. The Parties will continue to attempt to contact these 5 remaining customers.

12. The Commission's approval of the Amendment without modification, unless otherwise agreed to by the Parties, is a condition precedent to the effectiveness of the Amendment.

¹ The 2014 Amendment defines a "Change in Use" as: (1) A change in the use of real property from agricultural to residential or commercial; (2) a change in the use of real property that would normally require a reclassification of service under the applicable tariff of either party; or (3) a change in the use of real property by reason of a change in the ownership or occupancy thereof to any person other than a widow, widower, or divorced spouse of an Existing Customer who received electric service at the same location.

WHEREFORE, FPL and LCEC respectfully request that the Commission enter an order approving the Amendment to the Territorial Agreement between the parties without modification.

DATED this 3rd day of November 2014.

FLORIDA POWER & LIGHT COMPANY

Scott A. Goorland, Esq.

Principal Attorney
Florida Power & Light

Florida Power & Light Company

700 Universe Boulevard

Juno Beach, FL 33408-0420

(561) 304-5633 (telephone)

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scott.goorland@fpl.com

LEE COUNTY ELECTRIC COOPERATIVE

quer May

D'Bruce May

Holland & Knight LLP 315 South Calhoun Street

Suite 600

Tallahassee, FL 32301

(850)425-5607

(fax)

Bruce.may@hklaw.com

Appendix "A"

Agreement Amending the Existing Territorial Agreement Between FPL and LCEC

AMENDMENT TO TERRITORIAL AGREEMENT BETWEEN FLORIDA POWER AND LIGHT COMPANY AND LEE COUNTY ELECTRIC COOPERATIVE

This Amendment to the Territorial Agreement, dated as of October 31, 2014, ("2014 Amendment") is entered into by Florida Power & Light Company ("FPL") and Lee County Electric Cooperative ("LCEC") each of which is a corporation organized and existing under the laws of the State of Florida and an electric utility as defined in Section 366.02(2), Florida Statutes, and which corporations 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 Charlotte, Collier, Hendry and Lee Counties, Florida, which was approved by the Florida Public Service Commission (the "PSC") by Order No. PSC-93-0705, and which was amended in 1997 and approved by the PSC by Order No. PSC-97-0527 (such agreement and amendment are collectively referred to as the "Territorial Agreement"); and,

WHEREAS, the Parties now desire to amend the territorial boundary in the existing Territorial Agreement as it relates to two specified parcels of land: one located in Charlotte and Lee Counties; the other located in Collier County; and,

WHEREAS, amending the territorial boundary in the existing Territorial Agreement will avoid uneconomic duplication of services and provide for the cost effective provision of service to utility customers;

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, 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 amend the Territorial Agreement as follows:

- 1. Territorial Exchange. In order to avoid unnecessary duplication of facilities and to serve anticipated development, the Parties agree to amend the boundaries in the Territorial Agreement in order to exchange two mostly undeveloped parcels within their respective retail service territories where both utilities currently have minimal infrastructure in place.
 - a) The first parcel is currently within the territory boundary of LCEC and includes a portion of the Babcock Ranch Independent Special District ("Special District") and adjacent lands in Charlotte County and adjacent lands in Lee County ("Exchange Parcel 1"). A legal description and sketch of Exchange Parcel 1 is attached as Exhibit "A". Upon approval of this 2014 Amendment by the PSC, Exchange Parcel 1 will be transferred from LCEC to FPL.
 - b) The second parcel is currently within the territory of FPL and located in Collier County ("Exchange Parcel 2"). A legal description and sketch of Exchange Parcel 2 is attached as Exhibit "B". Upon approval of this 2014 Amendment by the PSC, Exchange Parcel 2 will be transferred from FPL to LCEC.

2. Transition.

a) There are currently 15 existing customer accounts serving 4 named customers in Exchange Parcel 1 and 15 existing customer accounts serving 4 named customers in Exchange Parcel 2 (collectively "Existing Customers"). Those

Existing Customers and the Party by which they are presently served are listed in Exhibit "C" attached hereto and made a part hereof. In order to minimize any impacts on existing customers, each Party shall continue temporarily to serve their respective Existing Customers listed on Exhibit "C" even though the location at which they are using electric service shall be located in the new retail service territory of the other Party as established by this 2014 Amendment. Each Party will have the right and responsibility to provide retail electric service to each of its Existing Customers listed in Exhibit "C" at any location now being served by that utility until there is a "Change In Use" and the Parties mutually agree that their respective distribution facilities will economically support the service to the customer. Within two (2) years of such Change In Use and agreement, that customer will be served by the utility in whose territory the customer lies. For purposes of this 2014 Amendment, a "Change in Use" means: (1) a change in the use of the real property from agricultural to residential or commercial; (2) a change in the use of real property that would normally require reclassification of service under the applicable tariff of either Party; or (3) a change in the use of real property by reason of a change in the ownership or occupancy thereof to any person other than a widow, widower, or divorced spouse of an Existing Customer who received electric service at the same location. In the event there is a change in service pursuant to this section, LCEC and FPL shall coordinate on the economic transfer and/or removal of facilities which would eliminate duplication of facilities or avoid hazardous conditions. Any removal of facilities will be at the sole cost of the owner

of the facilities being removed. Any transfer or exchange of facilities will be at net book value.

- b) The Parties agree that electric service will continue to be provided, on an uninterrupted basis, to the current customers served by LCEC within the Special District. The Parties further agree that they shall use reasonable and economic efforts to promptly coordinate their planning, construction and service activities as may be necessary such that electric service shall be available and provided on a timely basis and pursuant to existing tariffs, policies and procedures to new customers within the Special District including, but not limited to, facilities to be constructed by MSKP Town & Country, Utility, LLC, and new customers anticipated to require service in Increment 1 of the proposed development within the Special District. The Parties may agree that LCEC shall provide electric service initially and temporarily in these and other certain areas of the Special District, however, the Parties further agree that service by LCEC should it be required, shall be for a period not to exceed two (2) years after the date the first temporary service meter of LCEC is energized within the Special District. The Parties agree to work expeditiously toward the assumption by FPL of all electric service within the Special District.
- c) The Parties also may agree that LCEC, in other areas of Exchange Parcel 1, and FPL, in Exchange Parcel 2, shall provide electric service initially and temporarily to new customers in the respective Exchange Parcels, however, the Parties further agree that such temporary service by LCEC and FPL, should it be

required, shall be for a period not to exceed two (2) years after the date the first temporary service meter is energized.

- 3. Condition Precedent. The approval of this 2014 Amendment by the PSC without modification, unless otherwise agreed to by the Parties, shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This 2014 Amendment shall have no effect whatsoever until such approval has been granted by the PSC, and the date of the PSC's order, if any, granting such approval shall be deemed to be the effective date of the 2014 Amendment
- 4. Existing Territorial Agreement. All other parts of the Territorial Agreement shall remain in effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this 2014 Amendment has been caused to be executed by FPL in its name by its Vice President, and by LCEC in its name by its Chief Executive Officer, on the day and year first written above.

FLORIDA POWER & LIGHT COMPANY

| Ву: |
|---------------------------------------|
| Date: 10/31/14 |
| Name: Manny Miranda |
| Title: Vice President, Power Delivery |
| LEE COUNTY ELECTRIC COOPERATIVE |

Date: Name: Dennie Hamilton Title: Chief Executive Officer

IN WITNESS WHEREOF, this 2014 Amendment has been caused to be executed by FPL in its name by its Vice President, and by LCEC in its name by its Chief Executive Officer, on the day and year first written above.

FLORIDA POWER & LIGHT COMPANY

| Ву: | reserve (a san |
|---------------------------------------|----------------|
| Date: | |
| Name: Manny Miranda | |
| Title: Vice President, Power Delivery | |

LEE COUNTY ELECTRIC COOPERATIVE

By: Denni Jameto

Name: Dennie Hamilton

Title: Chief Executive Officer

Exhibit "A"

Legal description and sketch of Exchange Parcel 1

EXCHANGE PARCEL 1 LEGAL DESCRIPTION OF PROPOSED SERVICE AREA TO BE TRANSFERRED FROM LCEC TO FP&L

Lee County

Parcel 1

Sections 4, 5, 6, and 7, Township 43 South, Range 26 East, less right-of-way for State Road 31

Parcel 2

That part of Section 9, Township 43 South, Range 26 East lying westerly of the following described line and northerly of County Road No. 78:

Commencing at the Northeast corner of said Section 9, thence N89°51'54"W a distance of 2650.21 feet to the North one-quarter corner of Section 9 and the Point of Beginning of the herein described line.

From said Point of Beginning, thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78 and the end of said line.

Charlotte County

Parcel 1

Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33, Township 42 South, Range 26 East, Charlotte County, Florida, less the road right-of-way of State Road 31.

Parcel 2

Those portions of Sections 29, 31, 32 and 33, Township 41 South, Range 26 East, Charlotte County, Florida, which lie within the boundaries of the Babcock Ranch Community Independent Special District as established by Chapter 306 of the Laws of Florida (2007), less the road right-of-way of State Road 31.

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Exhibit "B"

Legal description and sketch of Exchange Parcel 2

EXCHANGE PARCEL 2 LEGAL DESCRIPTION OF PROPOSED SERVICE AREA TO BE TRANSFERRED TO LCEC

COLLIER County

Parcel 1

Sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36 Township 48 South, Range 28 East

Parcel 2

Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 and 36 Township 49 South, Range 28 East

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| | 17 | 16 | 15 | 14 | | 3 | 18 | 17 | LCEC Service Territory Territory to be transferred from FPL to LCEC Collier County | |
| | 20 | 21 | 22 | 23 | | 24 | 19 | 20 | 21 | |
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| 6 | FPL 5 | 4 | 3 | 2 | | | 6 | LCEC 5 | 4 | |
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Exhibit "C"

Existing Customer Lists

No.

 Redacted Version

Exchange Parcel 1 Customers - Currently Served by LCEC

Customer Name

Service Address

| | | = | |
|-----------------------------|-----------------|-------------------|---|
| Customer Class | Meter Number | Account Number | |
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| LCEC/DISTRICT LIGHTING | | | |
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Exchange Parcel 2 Customers - Currently Served by FPL

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| 5 | | C. D. Charles and C. | Commercial | A CONTRACTOR | No de tas |

Appendix "B"

Florida Department of Transportation ("DOT") General Highway County Map for Each Affected County





