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 FACIL: 50-389 St. Lucie Plant, Unit 2, Florida Power & Light Co.      05000389  
 AUTH. NAME      AUTHOR AFFILIATION  
 UHRIG, R.E.      Florida Power & Light Co.  
 RECIP. NAME      RECIPIENT AFFILIATION  
 EISENHUT, D.G.      Division of Licensing

SUBJECT: Informs that ownership interest in facility formally transferred to City of Orlando & Orlando Utils Commission as indicated in Amend-2 to CPPR-144. Amend 1 to previously transmitted 801010 participation agreement encl.

DISTRIBUTION CODE: B0055      COPIES RECEIVED: LTR 3 ENCL 3      SIZE: 14  
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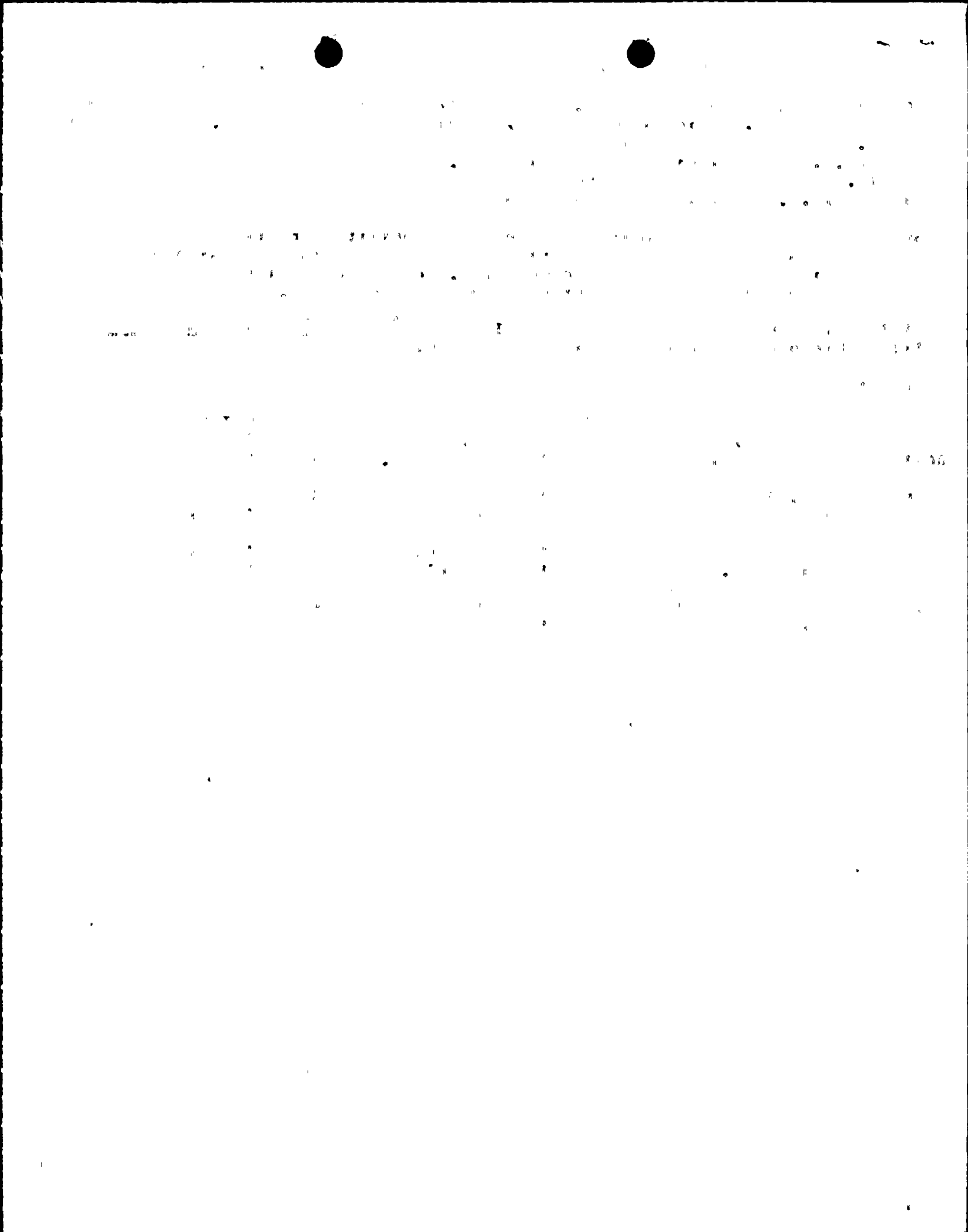
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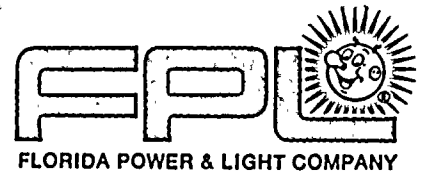
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	I&E	07	2	2	LIC QUAL BR		1	1
	NRC PDR	02	1	1	DELD	11	1	1
	QA BR	09	1	1	<b>REG FILE</b>	01	1	1
	RUTBERG, J.	12	1	1	UT FIN BR	08	1	1
EXTERNAL:	ACRS	10	3	3	LPDR	03	1	1
	NSIC	06	1	1				

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APP 4

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January 29, 1981  
L-81-30

Office of Nuclear Reactor Regulation  
Attention: Mr. Darrell G. Eisenhut, Director  
Division of Licensing  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555

Dear Mr. Eisenhut:

Re: St. Lucie Unit 2  
Docket No. 50-389  
Transfer of Ownership Interest to City of  
Orlando and Orlando Utilities Commission

This is to inform you that Florida Power & Light Company (FPL) has formally transferred an ownership interest in St. Lucie Unit 2 to the City of Orlando and the Orlando Utilities Commission as indicated in Amendment No. 2 to Construction Permit No. CPPR-144. The closing took place on January 13, 1981. Attached is Amendment No. 1 to the Participation Agreement between FPL and the Orlando Utilities Commission. The Participation Agreement was previously transmitted to you on October 10, 1980 (L-80-338).

If you have any questions regarding this matter, please feel free to call.

Very truly yours,

Robert E. Uhrig  
Vice President  
Advanced Systems & Technology

REU/TCG/ah  
Attachment  
cc: Harold F. Reis, Esquire

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FIRST AMENDMENT

TO

ST. LUCIE UNIT NO. 2 PARTICIPATION AGREEMENT

This First Amendment made as of December 11, 1980 between FLORIDA POWER & LIGHT COMPANY ("Company") and the ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida ("Participant")

W I T N E S S E T H:

WHEREAS, Company and Participant have entered into that certain St. Lucie Unit No. 2 Participation Agreement made as of June 6, 1980 (the "Participation Agreement"); and

WHEREAS, Company and Participant wish to amend the Participation Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Participant agree that the pages attached hereto and numbered as pages 58, 59, 61, 73, 92, 103 shall amend in their entirety those pages in the Participation Agreement that contain the same numbers as the pages immediately referred to above, and Exhibits XIII and XIV attached hereto shall amend in their entirety Exhibits XIII and XIV of the Participation Agreement.

Witnesses:

FLORIDA POWER & LIGHT COMPANY

Eric C. Allen

By

[Signature]

Vice President

[Signature]

Attest

[Signature]

Assistant Secretary

ORLANDO UTILITIES COMMISSION

[Signature]

By

[Signature]

President

Virginia E. Crane

Attest

[Signature]  
Assistant Secretary

APPROVED AS TO FORM AND LEGALITY 12/9, 1980.

*James G. ...*  
Attorney for Orlando Utilities Commission



SUPPLEMENTAL ACKNOWLEDGEMENT OF OBLIGATIONS

To the extent, if any, that the foregoing amendment changes the rights and obligations of Participant, the City of Orlando acknowledges such changes and agrees to be bound thereby, but only as set forth in the original Acknowledgement of Obligations.

Witnesses:

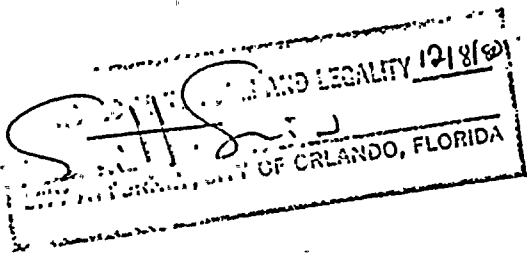
CITY OF ORLANDO

Tony R. Jones

By Bill Fessenden  
Mayor

Sophie C. Holte

Attest Grace A. Channing  
City Clerk



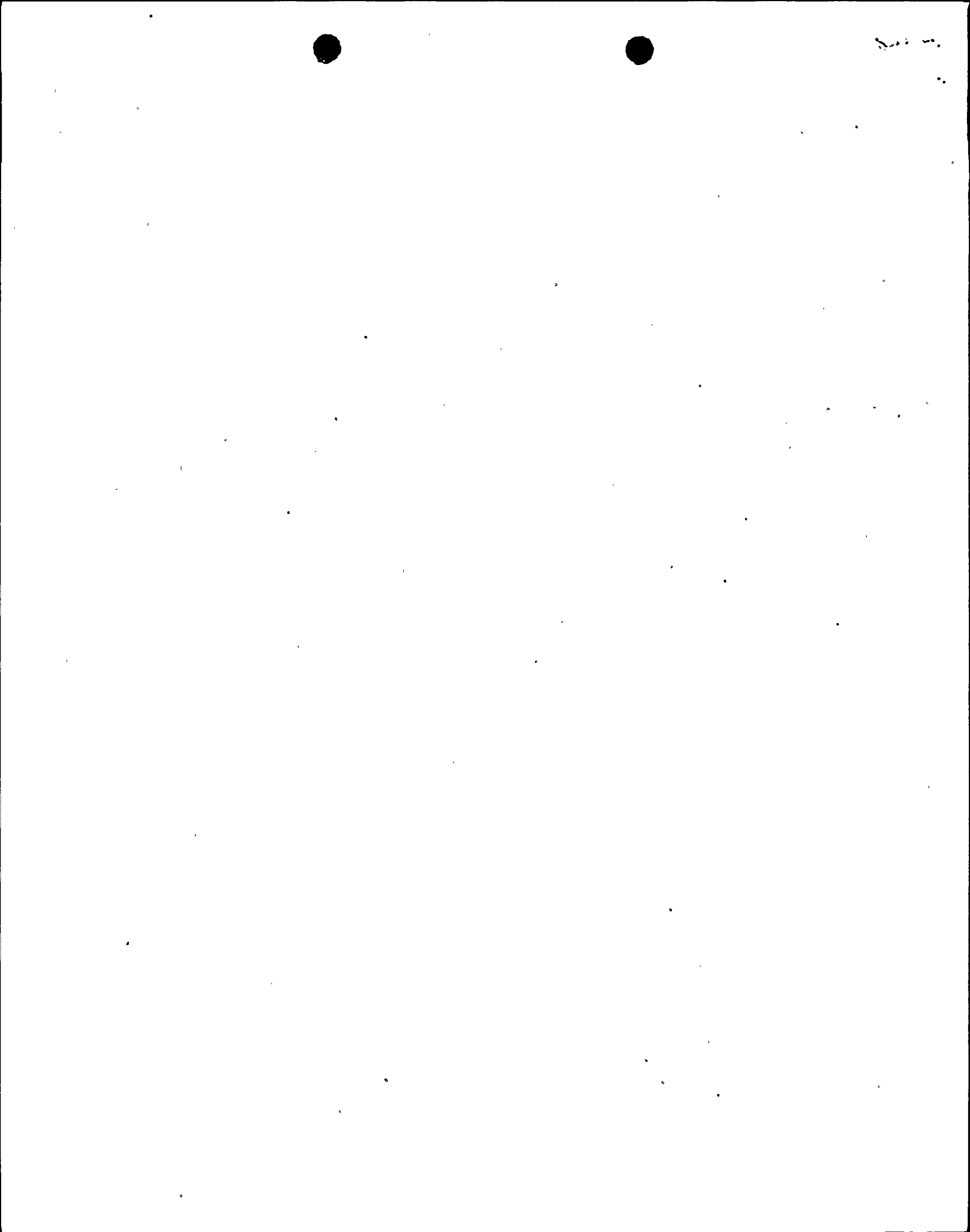


(F) In the event that the Participant is a municipality, the Participant shall have obtained an order of a court of competent jurisdiction, no longer subject to appeal, validating the bonds proposed to be issued by the Participant to finance the acquisition of its ownership interest in the Unit Site and St. Lucie Unit No. 2, or in the event that the Participant is a cooperative, Participant shall have obtained all approvals required by the Rural Electrification Administration and shall have obtained adequate financing.

(G) Company shall provide Participant a list of all prior transfers of ownership interests pursuant to Section 2, showing the transferees and percentage ownership interests transferred and shall furnish Participant with copies of such participation agreements.

#### 8.4 Initial Payment Statement.

At least thirty days prior to the closing scheduled under this Participation Agreement, Company will forward to Participant a statement (the "Initial Payment Statement") of the costs incurred to the last day of the fourth month preceding the month in which the closing is scheduled to occur, together with an estimate of the costs to be incurred



thereafter, until and including the last day of the month in which the closing is scheduled to occur. Such costs shall consist of the costs for which Participant is responsible pursuant to Section 6, including Participant's Ownership Percentage of all Participation Costs and together with costs which are Participant's responsibility pursuant to Section 6.6 [Use Charges] and 6.7 [Multiple Ownership Costs]. The estimates will be adjusted to reflect actual costs as follows: (i) the third preceding month's estimate will be adjusted to the actual on the first billing after the month of closing (ii) the second preceding month's estimate will be adjusted on the second billing after the month of closing, and (iii) the first preceding month's estimate will be adjusted on the third billing after the month of closing, and the closing month's estimate will be adjusted on the fourth billing after the month of closing.

8.5 Payment and Exchange of Documents.

At the closing, Company shall deliver to Participant the Special Warranty Deed and Bill of Sale and all certificates, releases, opinions and evidences of authorizations and approvals as provided for herein; Participant shall deliver its share of the purchase price as set forth in the Initial Payment Statement in Federal Funds or in any other manner agreed by the Parties immediately available to the Company prior to 12:00 noon on the closing date.

Time is of the essence of the provisions of this Section 8.5.

9. Payment of Current Costs

By the first day of each month that this Participation Agreement is in effect, beginning with the first calendar month after the month in which the closing provided for in Section 8 is scheduled to occur, Company will furnish to Participant an estimate of the costs described in Section 6 which are anticipated to be incurred in that month and the basis for such estimate.

Each such notification made by the Company shall be accompanied by a preliminary accounting of costs incurred for the third preceding month. The estimate of costs to be incurred in the current month will be adjusted to reflect any difference between costs which were estimated to have been incurred in the third preceding month and the costs which were actually incurred in that month. Participant will pay to Company its Ownership Percentage of such estimated costs, as adjusted, on or before the fifteenth day of the month.

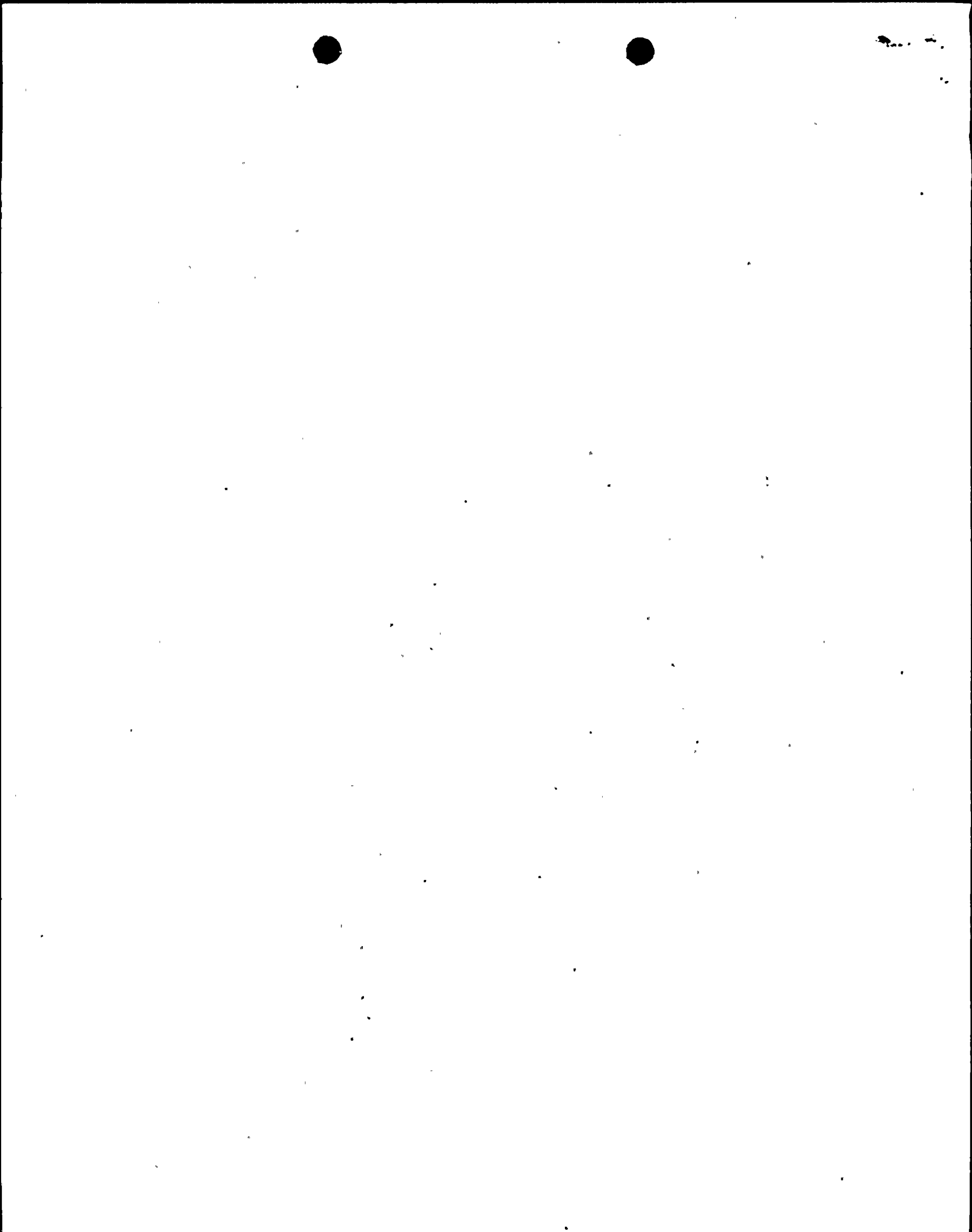
No interest shall be charged to Company or Participant for subsequent adjustments to estimated costs for the current month made by a preliminary accounting. However, should an audit or review reveal an underpayment or overpayment of costs billed pursuant to a preliminary accounting, Participant shall be liable for and shall be billed for any underpayment, or shall be entitled to and shall receive a refund of any overpayment, on

consultants and other persons and incur costs (except when the subject is an antitrust review or proceeding directed solely at the Company and not jointly at the Company and all other Owners, or a dispute between Company and other Owners), all of which costs shall be includable in Participation Costs.

Company shall have sole responsibility for negotiating the valuation of each Owner's property tax assessments on St. Lucie Unit No. 2 or the common facilities.

Nothing in this Section 12, or otherwise in this Agreement, shall be construed to prevent Participant from disputing actions taken by the Company under this Participation Agreement, as provided in Section 36, and from selecting and retaining its own attorney for such purpose.

Participant acknowledges that Company may perform any of the above-described work through Company's own employees or affiliated entities.



associated with the defense of the claim and the amount of any judgment that may be entered against Participant, its agents, servants or employees, in any such action.

17.6 Title to and Liability for St. Lucie Unit No. 2 Spent Fuel. Title to and liability in regard to any spent fuel originating from St. Lucie Unit No. 2 shall remain at all times in the Owners in proportion to their respective Ownership Percentages, subject to the provisions of Section 17.5.2 as to liability, where applicable.

17.7 Fuel Plan. In conjunction with Company's fuel procurement planning, Company shall prepare a ten-year fuel plan which will initially be made available to Participant upon closing and which shall be updated by March 1 of each year following the year of closing. This fuel plan shall describe, for a period of ten calendar years following the year in which the plan is submitted to Participant, the estimated annual costs and schedule for meeting forward requirements for nuclear fuel for St. Lucie Unit No. 2.

The fuel plan shall set forth the then-current fueling schedule for the St. Lucie Unit No. 2 generating facility. Based upon the requirements of such facility, Company shall provide Participant with a summary of the advance payments for the next 12 months anticipated from Participant pursuant to Section 17.4. Company shall not be required to include in the fuel plan any information which in Company's sole judgment would violate confidentiality provisions of its supply or service



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24. Generally Accepted Electric Utility Practice.

Company shall perform its obligations according to Generally Accepted Electric Utility Practice, but Company shall have no liability to Participant under any circumstances except as provided in Section 25 nor shall Participant be relieved of any obligation to make payment.

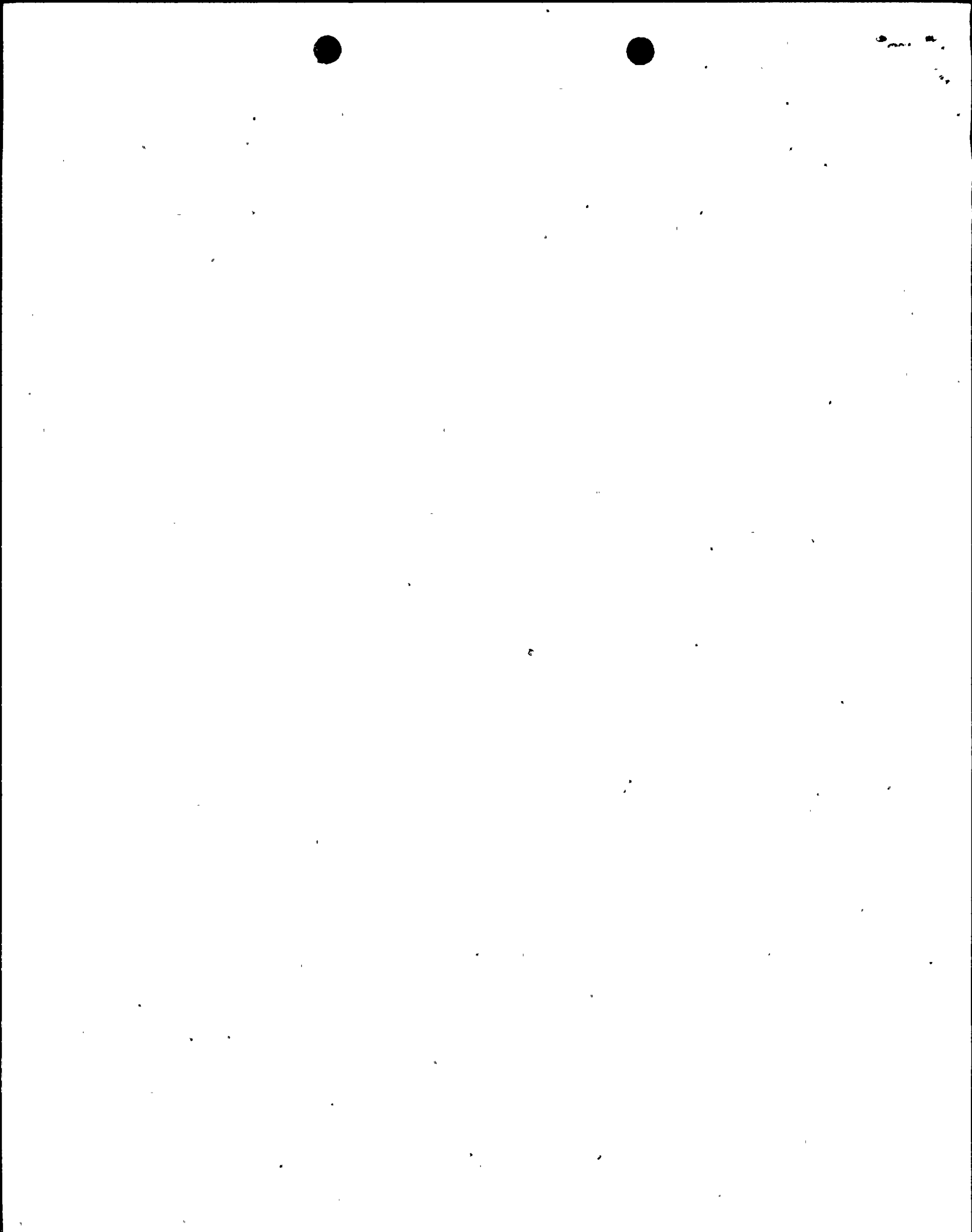
Florida Power & Light Company  
9250 West Flagler Street  
Miami, Florida 33174

Gentlemen:

We have acted as counsel on behalf of [Name of Participant] (the "Participant") in connection with an agreement entitled "St. Lucie Unit No. 2 Participation Agreement between Florida Power and Light Company and \_\_\_\_\_" with Exhibits \_\_\_\_\_ through \_\_\_\_\_, inclusive, (collectively the "Participation Agreement"). We have participated in the review of the Participation Agreement for the Participant and in all proceedings in connection therewith on behalf of the Participant before the Participant's governing body.

Based upon our familiarity with these transactions and the affairs of the Participant generally, we are of the opinion that:

- (i) The Participant has the power, authority, and legal ability to execute the Participation Agreement.
- (ii) The Participation Agreement has been duly and validly authorized, executed and delivered by, and constitutes a valid and binding obligation of the Participant.
- (iii) The Participation Agreement is enforceable against the Participant according to its terms.
- (iv) No further approval, authorization, consent or order of any board or body (public or private) is legally required for the performance of the Participant's obligations under the Participation Agreement.



- (v) The execution and delivery of the Participation Agreement by Participant will not result in a breach of any federal, state or local statute, law, ordinance or regulation or of any of the terms or provisions of or constitute a default under the documents creating and establishing the Participant or of any indenture or other agreement or instrument which the Participant has assumed or to which it is now a party, or any order, rule, decree or regulation applicable to the Participant of any federal or state court, legislative or administrative body having jurisdiction over Participant.

This opinion is subject to the following qualifications:

(a) The enforceability of the rights and remedies of any party to the Participation Agreement may be subject to, or affected by, applicable bankruptcy, insolvency, arrangement, reorganization, moratorium or similar laws affecting the rights of creditors generally.

(b) We express no opinion as to the specific remedy that any court or other tribunal may grant, impose or render and, in particular, we express no opinion as to the availability of equitable remedies, as such, for the enforcement of the Participation Agreement.

(c) The various purchase options contained in the Participation Agreement are subject to the limitations of Section 689.22, Florida Statutes, codifying the rule against perpetuities and limiting to 40 years the enforceability of options to purchase in gross.

Very truly yours,

Orlando Utilities Commission

Gentlemen:

We have acted as counsel on behalf of Florida Power & Light Company (the "Company") in connection with an agreement entitled "St. Lucie Unit No. 2 Participation Agreement between the Company and \_\_\_\_\_" with Exhibits \_\_\_\_\_ through \_\_\_\_\_, inclusive, (collectively the "Participation Agreement"). We have participated in the review of the Participation Agreement for the Company and in all proceedings in connection therewith on behalf of the Company before the Company's governing body.

Based upon our familiarity with these transactions and the affairs of the Company generally, we are of the opinion that:

- (i) The Company has the power, authority and legal ability to execute the Participation Agreement.
- (ii) The Participation Agreement has been duly and validly authorized, executed and delivered by, and constitutes a valid and binding obligation of the Company.
- (iii) The Participation Agreement is enforceable against the Company according to its terms.
- (iv) No further approval, authorization, consent or order of any board or body (public or private) is legally required for the performance of the Company's obligations under the Participation Agreement.

- (v) The execution and delivery of the Participation Agreement by Company will not result in a breach of any federal, state or local statute, law, ordinance or regulation or of any of the terms or provisions of or constitute a default under the documents creating and establishing the Company or of any indenture or other agreement or instrument which the Company has assumed or to which it is now a party (excluding contracts with vendors, servicers and suppliers), or any order, rule, decree or regulation applicable to the Company of any federal or state court, legislative or administrative body having jurisdiction over Company.

This opinion is subject to the following qualifications:

(a) The enforceability of the rights and remedies of any party to the Participation Agreement may be subject to, or affected by, applicable bankruptcy, insolvency, arrangement, reorganization, moratorium or similar laws affecting the rights of creditors generally.

(b) We express no opinion as to the specific remedy that any court or other tribunal may grant, impose or render aid, in particular, we express no opinion as to the availability of equitable remedies, as such, for the enforcement of the Participation Agreement.

(c) The various purchase options contained in the Participation Agreement are subject to the limitations of Section 689.22, Florida Statutes, codifying the rule against perpetuities and limiting to 40 years the enforceability of options to purchase in gross.

Very truly yours,