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IN REPLY REFER TO:

December 8, 2004

Ansley Watson, Jr.  
P.O. Box 1531  
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RECEIVED - PSC  
DEC - 8 AM 10: 54  
COMMISSION  
CLERK

**VIA HAND DELIVERY**

Blanca S. Bayo, Director  
Division of Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

**Re: Joint petition for approval of amendment to territorial agreement in Pasco County, by Peoples Gas System and Clearwater Gas System, a department of the City of Clearwater**

Dear Ms. Bayo:

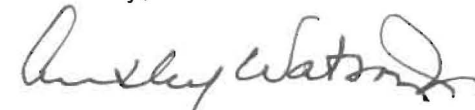
Enclosed for filing in the above docket on behalf of Peoples Gas System and Clearwater Gas System, a department of the City of Clearwater, please find the original and 12 copies of the referenced petition.

A diskette containing the petition in MS Word format is also enclosed.

Please acknowledge your receipt of this petition on the duplicate copy of this letter enclosed for that purpose, together with the docket number assigned, and deliver to the person presenting this letter and the enclosures for filing.

Thank you for your usual assistance.

Sincerely,



ANSLEY WATSON, JR.

RECEIVED & FILED

52

FPSC-BUREAU OF RECORDS

MAPS to ECR

DOCUMENT NUMBER-DATE

12989 DEC-8 04

FPSC-COMMISSION CLERK

Blanca S. Bayo, Director  
December 8, 2004  
Page 2

AWjr/a  
Enclosures

cc: William J. Peebles, Esquire  
Mrs. Kandi M. Floyd  
Ms. Angela Llewellyn

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint Petition for approval of  
amendment to territorial agreement  
in Pasco County, by Peoples Gas  
System and Clearwater Gas System,  
a department of the City of Clearwater

DOCKET NO. 041385-EU  
Submitted for Filing:  
12-8-04

JOINT PETITION

Petitioners, Peoples Gas System ("Peoples") and Clearwater Gas System, a department of the City of Clearwater ("Clearwater Gas"), by their respective undersigned attorneys and pursuant to Section 366.04(3)(a), *Florida Statutes*, and Rule 25-7.0471, *Florida Administrative Code*, jointly file this petition for an order approving an amendment to the territorial agreement between Peoples and Clearwater Gas attached hereto as Exhibit 1, and in support thereof state as follows:

1. The names and mailing addresses of the petitioners are:

Peoples Gas System  
P. O. Box 2562  
Tampa, Florida 33601-2562

Clearwater Gas System  
400 North Myrtle Avenue  
Clearwater, Florida 33755

2. The names and mailing addresses of the persons authorized to receive notices and communications with respect to this petition are:

Ansley Watson, Jr., Esq.  
Macfarlane Ferguson & McMullen  
P. O. Box 1531  
Tampa, Florida 33601-1531

Angela Llewellyn  
Peoples Gas System  
P. O. Box 2562  
Tampa, Florida 33601-2562

William J. Peebles, Esq.  
310 West College Avenue  
Tallahassee, Florida 32301

Chuck Warrington  
General Manager  
Clearwater Gas System  
400 North Myrtle Avenue  
Clearwater, Florida 33755

DOCUMENT NUMBER-DATE  
12989 DEC-8 3  
FPSC-COMMISSION CLERK

## BACKGROUND

3. In 1994, in Docket No. 940660-GU, PGS initiated a territorial dispute against Clearwater Gas because of the plans of both parties to expand their natural gas distribution facilities in Pasco County. The parties ultimately were able to resolve that territorial dispute through a comprehensive territorial agreement defining the service areas of the parties within Pasco County (the "1995 Agreement").

4. The Commission approved the 1995 Agreement in Order No. PSC - 95-0620-AS-GU, entered May 22, 1995, finding that "the territorial agreement is in the public interest, and its adoption will further our longstanding policy of avoiding unnecessary and uneconomic duplication of facilities." The 1995 Agreement is appended to the referenced order as Attachment A (pages 9 through 23 of the order).

5. Since the approval of the 1995 Agreement the parties have provided natural gas service within their respective territories pursuant to the terms of the agreement and there has, in fact, been no unnecessary and uneconomic duplication of facilities.

6. Natural gas service has been requested to areas allocated by the 1995 Agreement to Peoples, but located adjacent to territory allocated by the agreement to Clearwater Gas. Because of the way in which the facilities of the two parties have developed, it would be more economical for Clearwater Gas to provide service to these proposed developments.

7. Peoples and Clearwater Gas have entered into an amendment (the "First Amendment," a copy being attached to this Joint Petition as Exhibit 1) to the previously approved 1995 Agreement to permit Clearwater Gas to provide service to these developments.

### **RELIEF REQUESTED**

8. Petitioners seek the Commission's approval of the First Amendment to the 1995 Agreement in accordance with Section 366.04(3)(a), *Florida Statutes*, and Rule 25-7.0471, *Florida Administrative Code*.

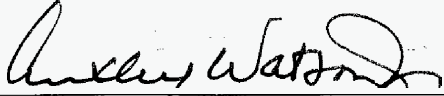
9. The Commission's approval of the First Amendment is a condition precedent to the effectiveness of the amendments to the 1995 Agreement contained therein.

10. Each of Peoples and Clearwater Gas represents that approval and implementation of the First Amendment to the 1995 Agreement will not cause a decrease in the availability or reliability of natural gas service to existing or future ratepayers of either Peoples or Clearwater Gas.

11. Petitioners submit that the Commission's approval of the First Amendment will permit the parties to continue to avoid the future uneconomic duplication of facilities, will permit the party best suited to provide service to the development which has recently requested service to provide such service, and is therefore in the public interest.

WHEREFORE, Clearwater Gas and Peoples respectfully request that the Commission enter its order approving and adopting the First Amendment to the 1995 Agreement.

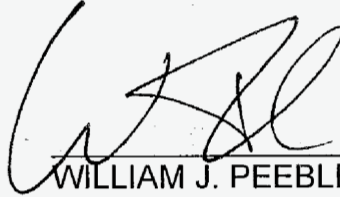
DATED this 8th day of December, 2004.



---

ANSLEY WATSON, JR.  
Macfarlane Ferguson & McMullen  
P. O. Box 1531  
Tampa, Florida 33601-1531  
(813) 273-4321

Attorneys for Peoples Gas System



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WILLIAM J. PEEBLES, ESQ.  
310 West College Avenue  
Tallahassee, Florida 32301  
(850) 681-7383

Attorney for Clearwater Gas System

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (this "First Amendment") is made and entered into this 2nd day of December, 2004, by and between **Clearwater Gas System**, a department of the City of Clearwater, a Florida municipal corporation ("Clearwater"), and **Peoples Gas System**, a division of Tampa Electric Company (successor by merger to Peoples Gas System, Inc.), a Florida corporation ("PGS"), to amend certain provisions of the Agreement dated March 17, 1995, between Clearwater and PGS (the "Agreement"). Clearwater and PGS are sometimes referred to singularly as "Party" and collectively referred to as "Parties."

### WITNESSETH:

WHEREAS, Clearwater and PGS have heretofore entered into the Agreement, a copy of which is attached hereto, for the purpose of avoiding uneconomic duplication of facilities used to provide natural gas service to the public within Pasco County, Florida;

WHEREAS, the Agreement was approved by Order No. PSC-95-0620-AS-GU (Docket No. 940660-GU), issued by the Florida Public Service Commission (the "PSC") on May 22, 1995;

WHEREAS, because of the manner in which the Natural Gas facilities of the Parties have developed, it is desirable that Clearwater provide Natural Gas service to certain areas designated in the Agreement as PGS Territorial Area;

WHEREAS, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties, subject to and upon the conditions herein set forth, hereby agree as follows:

1. Section 1.2 of the Agreement is hereby amended to read in its entirety as follows:

Section 1.2 Clearwater Territorial Area As used herein, the term "Clearwater Territorial Area" shall mean the areas labeled Clearwater Gas System Pasco County Service Area on First Revised Exhibit "A" to this Agreement, which areas are more particularly described as follows:

The Original 1995 Clearwater Territory:

(a) Beginning at the Gulf of Mexico at the northwest corner of Section 30, Township 25 South, Range 16 East and then running easterly along the section lines approximately 0.5 mile north of Ridge Road to the westernmost property line of the frontage property along the western side of Little Road and then generally northerly along the westernmost property lines of the frontage properties along the western side of Little Road to the centerline of SR 52 and then generally easterly along the centerline of SR 52 to the easternmost boundary of the Serenova Development, intersecting at the centerline of SR 52. Then following the eastern and southern boundary lines of the Serenova Development (the legal description of such Development being attached hereto and made a part hereof as Exhibit "B") and then westerly along the southern boundary of the Serenova Development to the northeast corner of Section 2, Township 26 South, Range 17 East and then southerly along the east line of Section 2, 11, 14, 23, 26 and 35 of Township 26 South, Range 17 East to the Hillsborough/Pasco County line, then westerly along the Hillsborough/Pasco County line to the Gulf of Mexico.

(b) All parcels of property adjacent to the western right of way of Little Road within the area described in paragraph (a) above.

The Added 2004 Clearwater Territory:

(c) Beginning at the easternmost boundary of the Original 1995 Clearwater Territory described in paragraph (a) above at the centerline of SR 52 near Hays Road, then easterly along the centerline of SR 52 to the centerline of Ehren Cutoff Road (CR 583); then southerly along the centerline of Ehren Cutoff Road (CR 583) to the centerline of Land O' Lakes Boulevard (US 41); then northerly along the centerline of Land O' Lakes Boulevard (US 41) to the centerline of Little Lake Thomas Road; then southwesterly



along the centerline of Little Lake Thomas Road to the centerline of Tower Road; then southwesterly along the centerline of Tower Road to the east section line of Section 16, Township 26 South, Range 18 East; then south to the southeast corner of Section 16, Township 26 South, Range 18 East; then west to the northeast corner of Section 20, Township 26 South, Range 18 East; then south to the southeast corner of Section 20, Township 26 South, Range 18 East; then west to the northwest corner of Section 30, Township 26 South, Range 18 East; then continuing west to the northwest corner of Section 25, Township 26 South, Range 17 East; then north along the west section lines of Sections 24, 13, 12 and 1, Township 26 South, Range 17 East to the northwest corner of Section 1, Township 26 South, Range 17 East; then east along the north section lines of Section 1, Township 26 South, Range 17 East and Sections 6, 5, 4, 3 and 2, Township 26 South, Range 18 East, to the centerline of Land O' Lakes Boulevard (US 41); then northerly along the centerline of Land O' Lakes Boulevard (US 41) to the centerline of State Road 52. When reference is made to the centerline of a road, it is intended that adjacent parcels on both sides of the road be included within the Clearwater Territorial Area.

(d) A corridor in Section 30, Township 26 South, Range 18 East from the intersection of the centerline of SR 54 and the centerline of the future entrance road to the Bexley Ranch property, northerly along the centerline of the future entrance road to the Bexley Ranch property to the northern boundary of Section 30, Township 26 South, Range 18 East. Said corridor shall include all parcels on the easterly side of the future entrance road to the Bexley Ranch property and all parcels on the westerly side of said entrance road, but excluding all parcels adjacent to SR 54.

If there is a conflict between the boundaries of the Clearwater Territorial Area set forth in this Section 1.2 and the boundaries of the Clearwater Territorial Area as depicted on First Revised Exhibit "A" to this Agreement, the boundaries set forth in this Section 1.2 shall govern.

2. Section 1.3 of the Agreement is hereby amended to read in its entirety as follows:

Section 1.3 PGS Territorial Area As used herein, the term "PGS Territorial Area" shall mean the areas labeled Peoples Gas

System Pasco County Service Area on First Revised Exhibit "A" to this Agreement, such areas consisting of all areas within Pasco County which are not located within the Clearwater Territorial Area described in Section 1.2 of this Agreement. If there is a conflict between the boundaries of the PGS Territorial Area set forth in this Section 1.3 and the boundaries of the PGS Territorial Area as depicted on First Revised Exhibit "A" to this Agreement, the boundaries set forth in this Section 1.3 shall govern.

3. Section 1.8 of the Agreement is hereby amended to read in its entirety as follows:

Section 1.8 Territorial Boundary Line As used herein, the term "Territorial Boundary Line" shall mean each of the boundary lines so labeled, designating the dividing line between the areas shown on First Revised Exhibit "A" to this Agreement, which boundary lines are more particularly described in Section 1.2 of this Agreement.

4. Exhibit "A" to the Agreement is hereby deleted, and First Revised Exhibit "A" attached hereto is hereby substituted therefor.


5. Except as modified by this First Amendment, the Agreement shall continue in full force and effect.

6. The provisions and the Parties' performance of the Agreement, as hereby amended, are subject to the regulatory authority of the PSC, whose approval of the Agreement, as hereby amended, shall be an absolute condition precedent to the validity, enforceability and applicability of this First Amendment and of the Agreement as hereby amended. This First Amendment shall have no force or effect whatsoever until such approval has been obtained, and the Parties hereby agree to jointly petition the PSC for

such approval. This First Amendment shall become effective on the date of expiration of the appeal period following the issuance by the PSC of an order approving this First Amendment and the Agreement as hereby amended. In the event the PSC declines to approve this First Amendment, the same shall be of no force or effect, and neither Party shall have any claim against the other arising out of this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective duly authorized officers as of the date first written above.

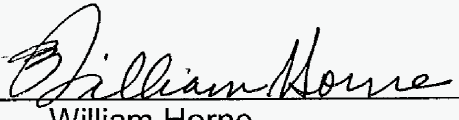
**PEOPLES GAS SYSTEM, a division  
of Tampa Electric Company**

By:   
Mary Jo Perrino  
Vice President – Energy Delivery

Countersigned:

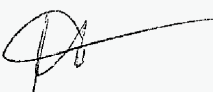
**CITY OF CLEARWATER, FLORIDA**

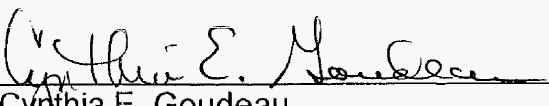
  
Brian J. Aungst  
Mayor-Commissioner

By:   
William Horne  
City Manager

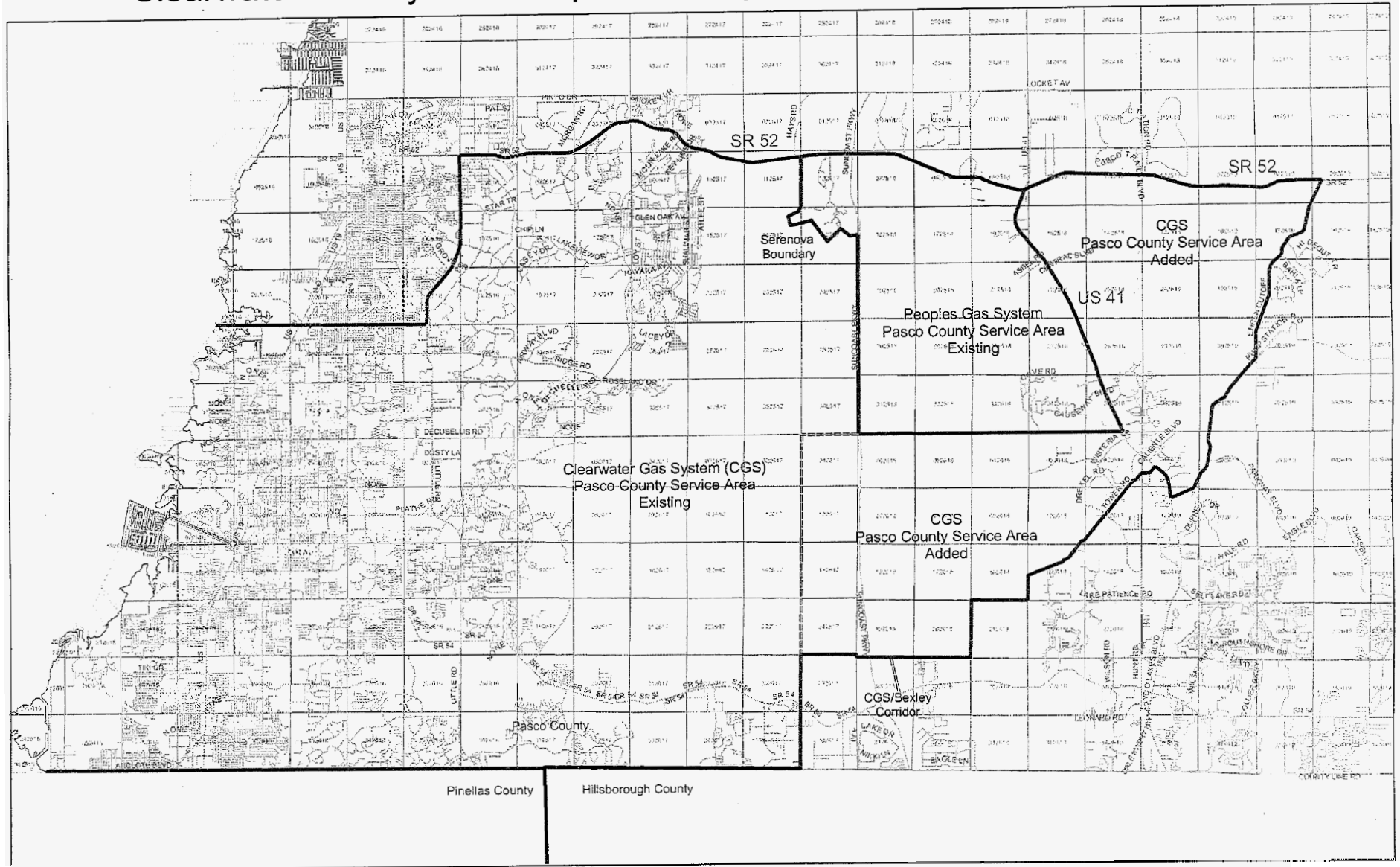
Approved as to form and  
Legal sufficiency:

Attest:

  
~~Pamela K. Akin~~ LAURA LIPOWSKI  
Asst. City Attorney

  
Cynthia E. Goudeau  
City Clerk

# First Revised Exhibit "A" Clearwater Gas System/Peoples Gas System Pasco County Territorial Map



ATTACH A LEGAL DESCRIPTION OF THE DEVELOPMENT SITE, INCLUDING SECTION, TOWNSHIP AND RANGE.

A PARCEL OF LAND LOCATED AND LYING IN SECTIONS 2 AND 11, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NO. 52 AND WEST OF HAYS ROAD AND EAST OF THE FLORIDA POWER CORPORATION RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE COMMON CORNER OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE  $S89^{\circ}52'40''W$ , ALONG THE SOUTH LINE OF SAID SECTION 2, SAID LINE ALSO BEING THE NORTH LINE OF SAID SECTION 11, 525.81 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HAYS ROAD (A 66' R/W) AS IT NOW EXISTS FOR A POINT OF BEGINNING; THENCE  $S00^{\circ}55'00''W$ , ALONG SAID WESTERLY R/W LINE, 644.24 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 52 (A 100' R/W); THENCE  $S83^{\circ}15'22''W$ , ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 1,249.67 FEET; THENCE ALONG THE EASTERLY LINE OF THE PROPOSED SUNCOAST RIGHT-OF-WAY LINE  $N14^{\circ}12'11''E$ , 1,300.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE  $S00^{\circ}57'24''E$ , 549.93 FEET; THENCE  $N89^{\circ}52'40''E$ , 650.00 FEET TO THE P.O.B.

CONTAINING 20.848 ACRES, MORE OR LESS.

ALSO:

FROM THE COMMON CORNER OF SECTIONS 2, 3, 10 AND 11, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE  $S00^{\circ}14'32''W$ , ALONG THE WEST LINE OF SAID SECTION 11, SAID LINE ALSO BEING THE EAST LINE OF SECTION 10, 1,077.56 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 52 (A 100' R/W), FOR A POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE  $S80^{\circ}28'27''E$ , 448.14 FEET; 2) THENCE 671.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,341.83 FEET, CHORD  $S88^{\circ}42'06''E$ , 669.58 FEET; 3) THENCE  $N82^{\circ}59'23''E$ , 1,646.97 FEET; 4) THENCE 47.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 22,868.31 FEET, CHORD  $N83^{\circ}03'04''E$ , 47.92 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDS OF THE FLORIDA POWER CORPORATION RIGHT-OF-WAY AS RECORDED IN O.R. BOOK 288, PAGES 34 AND 35, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE  $S14^{\circ}12'11''W$ , ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 22,482.13 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE  $N00^{\circ}18'05''E$ , ALONG SAID LINE, 1,573.45 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 27,  $N00^{\circ}11'03''E$ , 5,283.47 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE  $S89^{\circ}38'36''W$ , 1,358.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE  $N00^{\circ}26'01''E$ , 5,297.98 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE  $N01^{\circ}30'11''E$ , 2,674.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE  $N00^{\circ}01'20''E$ , 2,653.96 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE  $N00^{\circ}37'39''W$ , 3,928.33 FEET TO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE  $N89^{\circ}50'03''E$ , 1,333.42 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE  $N00^{\circ}24'29''W$ , ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 10, 864.70 FEET TO THE INTERSECTION OF SAID LINE AND THE SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 52; THENCE ALONG SAID RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE 824.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,341.83 FEET, CHORD  $S89^{\circ}59'29''E$ , 822.74 FEET; 2) THENCE  $S77^{\circ}05'05''E$ , 991.92 FEET; 3) THENCE 570.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT

HAVING A RADIUS OF 11,309.16 FEET, CHORD  $S75^{\circ}33'46"E$ , 570.66 FEET; 4) THENCE  $S50^{\circ}28'27"E$ , 325.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1,790.488 ACRES, MORE OR LESS.

ALSO:

A PARCEL OF LAND LYING WITH SECTIONS 24 AND PORTIONS OF 11, 13, 14, 22, 23, 25, 26, 27 AND 28, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE  $S00^{\circ}03'54"W$  ALONG THE EASTERLY LINE OF SAID SECTION 26, 3,460.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED SUNCOAST EXPRESSWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BY A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 3,150.00 FEET AND A CENTRAL ANGLE OF  $55^{\circ}10'31"$ ; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE 4849.41 FEET, (CHORD BEARING  $N47^{\circ}05'34"W$ , CHORD LENGTH 4,769.98 FEET); THENCE  $N74^{\circ}40'49"W$ , 3,014.84 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2,715.00 FEET AND A CENTRAL ANGLE OF  $20^{\circ}00'00"$ ; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 947.71 FEET, (CHORD BEARING  $N64^{\circ}40'49"W$ , CHORD LENGTH 942.91 FEET); THENCE  $N54^{\circ}40'49"W$ , 2,594.62 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 3,250.00 FEET AND A CENTRAL ANGLE OF  $68^{\circ}53'00"$ ; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4,027.51 FEET, (CHORD BEARING  $N20^{\circ}14'19"W$ , CHORD LENGTH 3,789.30 FEET); THENCE  $N14^{\circ}12'11"E$ , 14,898.86 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 52; THENCE  $N83^{\circ}15'22"E$  ALONG SAID SOUTHERLY RIGHT-OF-WAY 1,327.32 FEET; THENCE LEAVING SAID RIGHT-OF-WAY  $S00^{\circ}08'04"E$ , 4,595.97 FEET; THENCE  $S89^{\circ}44'43"E$ , 15.38 FEET; THENCE  $S30^{\circ}12'45"W$ , 603.83 FEET; THENCE  $S58^{\circ}31'25"W$ , 1,021.07 FEET; THENCE  $S15^{\circ}42'58"E$ , 921.54 FEET; THENCE  $N75^{\circ}52'32"E$ , 2,044.84 FEET; THENCE  $S37^{\circ}29'50"E$ , 2,500.43 FEET; THENCE  $N44^{\circ}51'16"E$ , 1,589.33 FEET; THENCE  $S62^{\circ}04'10"W$ , 1,091.30 FEET; THENCE  $N63^{\circ}43'00"W$ , 738.78 FEET TO THE EASTERLY LINE OF SAID SECTION 15; THENCE  $S00^{\circ}03'54"W$  ALONG THE EASTERLY LINE OF SAID SECTIONS 10, 24 AND 25, 13,221.62 FEET TO THE POINT OF BEGINNING, CONTAINING 3,460.050 ACRES OF LAND, MORE OR LESS.

LESS THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 25 SOUTH, RANGE 17 EAST. CONTAINING 80 ACRES MORE OR LESS.

LESS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 17 EAST. CONTAINING 20 ACRES MORE OR LESS.

ALSO:

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 26, 27, 34, 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE  $N89^{\circ}59'22"W$  ALONG THE SOUTHERLY LINE OF SAID SECTION 36, 5,294.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE  $N89^{\circ}59'22"W$  ALONG THE SOUTHERLY LINE OF SAID SECTION 35, 5,300.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE  $S89^{\circ}57'57"W$  ALONG THE SOUTHERLY LINE OF SAID SECTION 34, 935.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE  $N00^{\circ}02'04"W$ , 220.00 FEET; THENCE  $N89^{\circ}57'58"E$ , 908.07 FEET TO THE EASTERLY LINE OF SAID SECTION 34; THENCE  $N00^{\circ}14'40"E$  ALONG SAID EASTERLY LINE, 2,040.00 FEET; THENCE LEAVING SAID LINE  $N31^{\circ}28'08"W$ , 1,043.08 FEET; THENCE  $S89^{\circ}57'58"W$ , 770.00 FEET; THENCE  $S59^{\circ}23'10"W$ , 383.31 FEET; THENCE  $N62^{\circ}11'06"W$ , 873.24 FEET TO THE EASTERLY LINE OF A FLORIDA POWER RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORD BOOK 268, PAGES 34 AND 35 OF THE PUBLIC RECORDS OF PASCO COUNTY.

FLORIDA; THENCE N14°12'11"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 3,288.42 FEET TO THE SOUTHERLY LINE OF THE PROPOSED SUNCOAST EXPRESSWAY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY LINE BY A CURVE TO THE LEFT, HAVING A RADIUS OF 3,850.00 FEET AND A CENTRAL ANGLE OF 68°53'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 4,229.18 FEET, (CHORD BEARING S20°14'18"E, CHORD LENGTH 4,128.64 FEET); THENCE S54°40'49"E, 2,564.22 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 3,015.00 FEET AND A CENTRAL ANGLE OF 20°00'00", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1,052.43 FEET, (CHORD BEARING S64°40'49"E, CHORD LENGTH 1,047.10 FEET); THENCE S74°40'49"E, 3,014.24 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 4,850.00 FEET AND A CENTRAL ANGLE OF 74°50'01", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 6,324.36 FEET, (CHORD BEARING S37°15'48"E, CHORD LENGTH 5,802.91 FEET) TO THE EASTERLY LINE OF SAID SECTION 38; THENCE S00°08'54"W ALONG SAID EASTERLY LINE, 89.23 FEET, TO THE POINT OF BEGINNING; CONTAINING 1,342.960 ACRES, MORE OR LESS.

CONTAINING 6,714.344 ACRES, MORE OR LESS (TOTAL OF ALL AFOREMENTIONED PARCELS).

# Clearway Territorial Map

