

State of Florida



# Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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COMMISSION  
CLERK

## -M-E-M-O-R-A-N-D-U-M-

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**DATE:** March 23, 2006

**TO:** Director, Division of the Commission Clerk & Administrative Services (Bayó)

**FROM:** Office of the General Counsel (Brown) *MCB WCB*  
Division of Economic Regulation (Windham) *BW WBM ALT Tgs*

**RE:** Docket No. 060034-EU – Joint petition for approval of territorial agreement in Gadsden County by Talquin Electric Cooperative, Inc. and Town of Havana.

**AGENDA:** 04/04/06 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Deason

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** None

**FILE NAME AND LOCATION:** S:\PSC\GCL\WP\060034.RCM.DOC

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### Case Background

On January 12, 2006, Talquin Electric Cooperative, Inc. (Talquin) and the Town of Havana, Florida (Havana) filed a joint petition for approval of a territorial agreement to delineate their service territories in and around Havana in Gadsden County. Executed in October, 2005, the agreement has a term of 20 years and contemplates approval by the Commission before it becomes effective.

This recommendation addresses Talquin's and Havana's joint petition. The Commission has jurisdiction over the subject matter of this proceeding pursuant to section 366.04(2), Florida Statutes.

DOCUMENT NUMBER-DATE

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### Discussion of Issues

**Issue 1:** Should the Commission approve the territorial agreement between Talquin and Havana?

**Recommendation:** Yes. (Windham, Brown)

**Staff Analysis:** This is the first territorial agreement between Talquin and Havana. In 1992, the Commission resolved a territorial dispute over service to a new middle school in Gadsden County, and in the order resolving the dispute encouraged Talquin and Havana to discuss territorial issues with the goal of establishing a territorial agreement.<sup>1</sup> While no agreement was forthcoming, there have not been any other disputes in the last 14 years. Now, however, the parties assert that their electric facilities are contiguous in Gadsden County, and an agreement is necessary to prevent duplication of facilities and the safety and economic problems that duplication creates.

In their joint petition the parties assert that there is no reasonable likelihood that the territorial agreement will cause a decrease in reliable electric service to existing or future customers of Talquin or Havana. They also assert that the agreement will ensure there is no uneconomic duplication of facilities and will prevent future disputes and uncertainties. Further, no transfer of customers or facilities will occur under the terms of the agreement. The agreement will not be effective until approved by the Commission. It will have a term of twenty years beginning the date the Commission approves it.

Pursuant to section 366.04(2)(d), Florida Statutes, the Commission has the jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Rule 25-6.0440(2), Florida Administrative Code, provides that in approving territorial agreements, the Commission may consider the reasonableness of the purchase price of any facilities being transferred, the likelihood that the agreement will not cause a decrease in the reliability of electric service to existing or future ratepayers, and the likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities. Unless the Commission determines that the agreement will cause a detriment to the public interest, the agreement should be approved. Utilities Commission of the City of New Smyrna v. Florida Public Service Commission, 469 So. 2d 731 (Fla. 1985). In this instance, the territorial agreement proposed by Talquin and Havana does not propose the transfer of any customers or facilities. It eliminates existing or potential uneconomic duplication of facilities, and does not cause a decrease in the reliability of electric service to existing or future ratepayers.

Based on the above, staff recommends that the territorial agreement, contained in Attachment A to this recommendation, is in the public interest and should be approved.

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<sup>1</sup> Order No. PSC-92-1474-FOF-EU, issued December 21, 1993, in Docket No. 920214-EU, In re: Petition to resolve territorial dispute between Talquin Electric Cooperative, Inc. and Town of Havana.

Docket No. 060034-EU

Date: March 23, 2006

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

**Recommendation:** Yes. If no person whose interests are substantially affected timely files a protest to the Commission's proposed agency action order, this docket should be closed upon issuance of a consummating order.

**Staff Analysis:** If no person whose interests are substantially affected timely files a protest to the Commission's proposed agency action order, this docket should be closed upon issuance of a consummating order.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In re: Joint Petition of Talquin Electric  
Cooperative, Inc. and the Town of Havana,  
Florida, for approval of Territorial Agreement.

DOCKET NO. 060034-EU

Submitted for filing:

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**JOINT PETITION OF TALQUIN ELECTRIC COOPERATIVE, INC. AND  
THE TOWN OF HAVANA FOR APPROVAL OF TERRITORIAL AGREEMENT**

Talquin Electric Cooperative, Inc. ("Talquin") and the Town of Havana, Florida ("Havana"), by and through their respective undersigned counsel, hereby jointly petition the Florida Public Service Commission (the "Commission") to approve the agreement reached by the Joint Petitioners with regard to their respective service territory boundaries as described herein and set forth in the Exhibits attached hereto. In support of this Joint Petition, the Joint Petitioners state as follows:

1. Talquin is an electric cooperative organized and existing pursuant to Chapter 425, Florida Statutes, with principal offices located in Quincy, Gadsden County, Florida. Havana is a municipality organized and existing under the laws of the State of Florida, with principal offices located in Havana, Gadsden County, Florida.

2. The names and addresses of the Joint Petitioners are as follows:

Talquin Electric Cooperative, Inc.  
Post Office Box 1679  
Quincy, Florida 32353

Town of Havana  
Post Office Box 1068  
Havana, Florida 32333

3. All notices and pleadings in this matter should be served upon the following:

For Talquin:

James Harold Thompson  
E. Dylan Rivers  
Ausley & McMullen  
P.O. Box 391  
Tallahassee, FL 32302  
Quincy, FL 32353

Bobby Kimbrough  
Director of Engineering and Operations  
Talquin Electric Cooperative, Inc.  
P.O. Box 1679  
(850) 224-9115

For Havana:

Frederick M. Bryant  
Jody Lamar Finklea  
2061-2 Delta Way (32303)  
P.O. Box 3209  
Tallahassee, FL 32315-3209  
(850) 297-2013

Susan Freiden  
Town Manager  
Town of Havana  
P.O. Box 1068  
Havana, FL 32333

4. On October 25, 2005, Talquin and Havana entered into the Agreement attached hereto as Exhibit A (the "Agreement") regarding the territorial boundaries and separating their respective service areas in and around Havana, Florida, subject to approval by the Commission.

5. The Agreement was entered into in order to prevent duplication of service facilities, which the Commission has determined to be detrimental to the public interest. The entire agreement of the parties regarding the territorial boundaries of their respective service areas is fully and accurately set forth in the Agreement attached hereto as Exhibit A and the documents incorporated therein or attached thereto.

6. The geographic areas allocated to Talquin and Havana under the Agreement are delineated on the map attached to the Agreement. A metes and bounds description of the boundary line shown on said map is also attached to the Agreement.

7. As set forth in Article II of the Agreement, and in particular Section 2.3 of Article II, no existing customers will be transferred pursuant to the Agreement.

8. Pursuant to Section 361.04(2)(d), Florida Statutes, the Commission has the authority to approve territorial agreements between electric utilities, including electric cooperatives and municipal electric utilities. To implement this authority, the Commission promulgated Rule 25-6.0440 of the Florida Administrative Code. In the past, the Commission has recognized the wisdom of such agreements, and has held that such agreements, when properly presented to the Commission, are advisable and indeed in the public interest. See In re: Joint Petition for approval of amendment to territorial agreement between Sumter Electric Cooperative, Inc. and City of Ocala d/b/a Ocala Electric Utility, Docket No. 030117-EU, Order No. PSC-03-0477-PAA-EU, at 2 (F.P.S.C. Apr. 10, 2003) (consummated and made final by Order No. PSC-03-0567-CO-EU (F.P.S.C. May 2, 2003)).

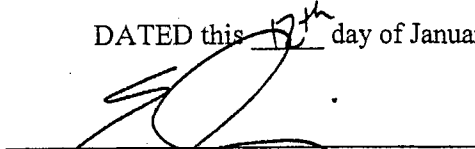
9. The service territories of Talquin and Havana are contiguous in Gadsden County.

10. As set forth in Article III of the Agreement, all existing facilities are to remain in place and are not subject to removal or relocation under the Agreement. Such facilities are to be operated so as to minimize interference with the operations of the other party. Article III also provides for joint use of facilities where necessary and appropriate.

11. There is no reasonable likelihood that the Agreement will cause a decrease in the reliability of electric service to the existing or future customers of Talquin or Havana. See Fla. Admin. Code Ann. r. 25-6.0440(2) (2005). Further, the provisions of the Agreement will ensure there is no uneconomic duplication of facilities and prevent future disputes and uncertainties.

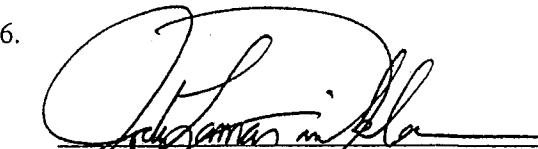
WHEREFORE, Talquin Electric Cooperative, Inc. and the Town of Havana petition the Florida Public Service Commission to approve the Territorial Agreement described herein and attached hereto.

DATED this 17<sup>th</sup> day of January, 2006.



James Harold Thompson  
E. Dylan Rivers  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, Florida 32302  
Phone: 850/224-9115

ATTORNEYS FOR TALQUIN ELECTRIC  
COOPERATIVE, INC.



Frederick M. Bryant  
Jody Lamar Finklea  
2061-2 Delta Way (32303)  
Post Office Box 3209  
Tallahassee, FL 32315-3209  
Phone: 850/297-2013

ATTORNEYS FOR TOWN OF HAVANA

**AGREEMENT**

**Section 0.1** THIS AGREEMENT, is made and entered into this **25th** day of **October**, 2005, by and between TALQUIN ELECTRIC COOPERATIVE, INC., an electric cooperative corporation organized and existing under the laws of the State of Florida (herein called the "COOPERATIVE"), party of the first part, and TOWN OF HAVANA, a municipal corporation organized and existing under the laws of the State of Florida (herein called the "TOWN"), party of the second part.

**WITNESSETH:**

**Section 0.2** WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and the Charter issued to it thereunder, 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 Gadsden County, Florida and elsewhere; and

**Section 0.3** WHEREAS, the TOWN, by virtue of its Charter, is authorized and empowered to furnish electricity and power to persons, firms and corporations, both within and without its corporate limits, and presently furnishes electricity and power to customers in areas of Gadsden County, Florida; and

**Section 0.4** WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded; and



Section 0.5 WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of said service facilities by the parties results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

Section 0.6 WHEREAS, the Parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards and to that end desire to operate within delineated retail service areas for the period hereinafter fixed and set forth; and

Section 0.7 WHEREAS, in order to accomplish said area allocation as to future customers the parties have delineated boundary lines in portions of Gadsden County, Florida, hereinafter referred to as "Territorial Boundary Lines", and said meandrous boundary lines define and delineate the retail service areas of the parties in portions of Gadsden County, Florida; and

Section 0.8 WHEREAS, subject to the provisions hereof, the herein defined "Cooperative Territorial Area" will be allocated to the COOPERATIVE as its service area and the herein defined "Town Territorial Area" will be allocated to the TOWN as its service area; and

Section 0.9 WHEREAS, the Florida Public Service Commission has recognized on several occasions the wisdom of retail territorial agreements between competing utilities and has adhered to the general opinion that retail territorial agreements, when properly presented to the Commission, in the proper circumstances, are advisable and indeed in the public interest.

**Section 0.10** NOW, THEREFORE, 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 hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 Territorial Boundary Lines** – As used herein, the term “Territorial Boundary Lines” shall mean the boundary lines described by metes and bounds in Composite Exhibit A-1 and delineated in red on the Gadsden County map included as a part of Composite Exhibit A-1.

**Section 1.2 Cooperative Territorial Area** – As used herein the term “Cooperative Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled “Cooperative Territorial Area” on Composite Exhibit A-1.

**Section 1.3 Town Territorial Area** – As used herein the term “Town Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled “Town Territorial Area” on Composite Exhibit A-1.

**Section 1.4 Transmission Lines** – As used herein, the term “Transmission Lines” shall mean all transmission lines of either party having a rating of 69 KV or over.

**Section 1.5 Distribution Lines** – As used herein, the term “Distribution Lines” shall mean all distribution lines of either party having a rating up to but not including 69 KV.

**Section 1.6 Primary Distribution Lines** – As used herein, the term “Primary Distribution Lines” shall mean all distribution lines of either party having a rating of not less than 601 volts and less than 69,000 volts.

**Section 1.7 Secondary Distribution Lines** – As used herein, the term “Secondary Distribution Lines” shall mean all distribution lines having a rating of up to and including 600 volts.

**Section 1.8 New Customers** – As used herein, the term “New Customer” shall mean all retail electric consumers applying for service to either TOWN or COOPERATIVE after the date of entry of the order from the Florida Public Service Commission contemplated in Section 4.1 of this Agreement.

## ARTICLE II

### AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Allocations – The Cooperative Territorial Area, as herein defined, will be allocated to the COOPERATIVE as its service area for the period of time hereinafter specified; and the Town Territorial Area, as herein defined, will be allocated to the TOWN as its service area for the same period; and, except as otherwise specifically provided herein, neither party shall deliver any electric energy across any Territorial Boundary for use at retail in any of the service areas, as herein defined, of the other.

Section 2.2 New Customers – Neither party shall hereafter serve or offer to serve a new retail customer located in the Territorial Area of the other party unless, on a temporary basis, such other party shall request it in writing to do so. However, it shall be the responsibility of each party to furnish electric service to all customers located within its Territorial Area either directly or by requesting the other party to do so. Any such temporary service shall be discontinued when the party in whose service area it is located shall provide such service.

Notwithstanding the foregoing, it is understood that the COOPERATIVE must furnish its service mainly to its members in order to preserve its tax exempt status. Therefore, unless the proposed recipient of temporary service will join the COOPERATIVE, the COOPERATIVE may decline such request by the TOWN, when in the judgment of the COOPERATIVE, the income produced thereby would

exceed that percentage of gross income which the COOPERATIVE may accept from non-members and maintain its tax exempt status.

Section 2.3 Existing Customers - This Agreement is intended to apply to New Customers, as herein defined, and nothing in this Agreement shall be interpreted as precluding either party from continuing to serve all customers other than New Customers located in the Territorial Area of the other.

ARTICLE III  
OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain – All Generating Plant, Transmission Lines, Substations, Distribution Lines and related facilities now or hereafter constructed and/or used by either party in conjunction with their respective electric utility systems, and which are directly or indirectly used and useful in serving customers in their respective service area, shall be allowed to remain where situated and shall not be subject to removal hereunder; PROVIDED, HOWEVER, that each party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other party.

Section 3.2 Joint Use – The parties hereto realize that it may be necessary, under certain circumstances and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities, in which event such arrangements shall be made by separate instruments incorporating prudent engineering practices and providing proper clearances with respect thereto.

ARTICLE IV  
PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission – The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither party shall be bound hereunder until that approval has been obtained.

Section 4.2 Liability in the Event of Disapproval – In the event approval pursuant to Section 4.1, is not obtained, neither party will have an action against the other arising under this Agreement.

ARTICLE V  
DURATION

Section 5.1 This Agreement shall continue and remain in effect for a period of 20 years from the date of the Florida Public Service Commission's Order approving this Agreement.

ARTICLE VI  
CONSTRUCTION OF AGREEMENT

Section 6.1 Intent and Interpretation – It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and construed, to eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations which

would otherwise result from unrestrained competition between the parties operating in overlapping service areas.

**ARTICLE VII**  
**MISCELLANEOUS**

**Section 7.1 Negotiations** – Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing and hereto attached and signed by both parties.

**Section 7.2 Successors and Assigns** – Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions herein contained which shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

**Section 7.3 Notices** – Notices given hereunder shall be deemed to have been given to the COOPERATIVE if mailed by certified mail, postage prepaid, to: Manager, Talquin Electric Cooperative, Inc. P.O. Box 1679, Quincy, Florida 32353; and to the TOWN if mailed by certified mail, postage prepaid, to: Town Manager, Town of Havana, P.O. Box 1068, Havana, Florida 32333.

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in duplicate by the COOPERATIVE in its name by its President, and its corporate seal hereto affixed by the Secretary of the COOPERATIVE, and by the TOWN in its name by its Town Manager, duly authorized thereto by a resolution of the Town Council adopted on the 25th day of October 2005, and its corporate seal hereto affixed and attested by the TOWN Clerk, on the day and year first above written; and one of said duplicate copies has been delivered to each of the parties hereto.

TALQUIN ELECTRIC COOPERATIVE, INC.

ATTEST:

Bernard Lewis  
Secretary  
(Corporate Seal)

By Mal Green  
President

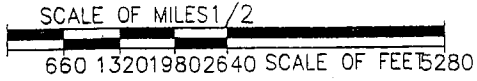
TOWN OF HAVANA

ATTEST:

Howard L. McKinnon  
Town Clerk  
(Corporate Seal)

By T.J. Davis  
Mayor

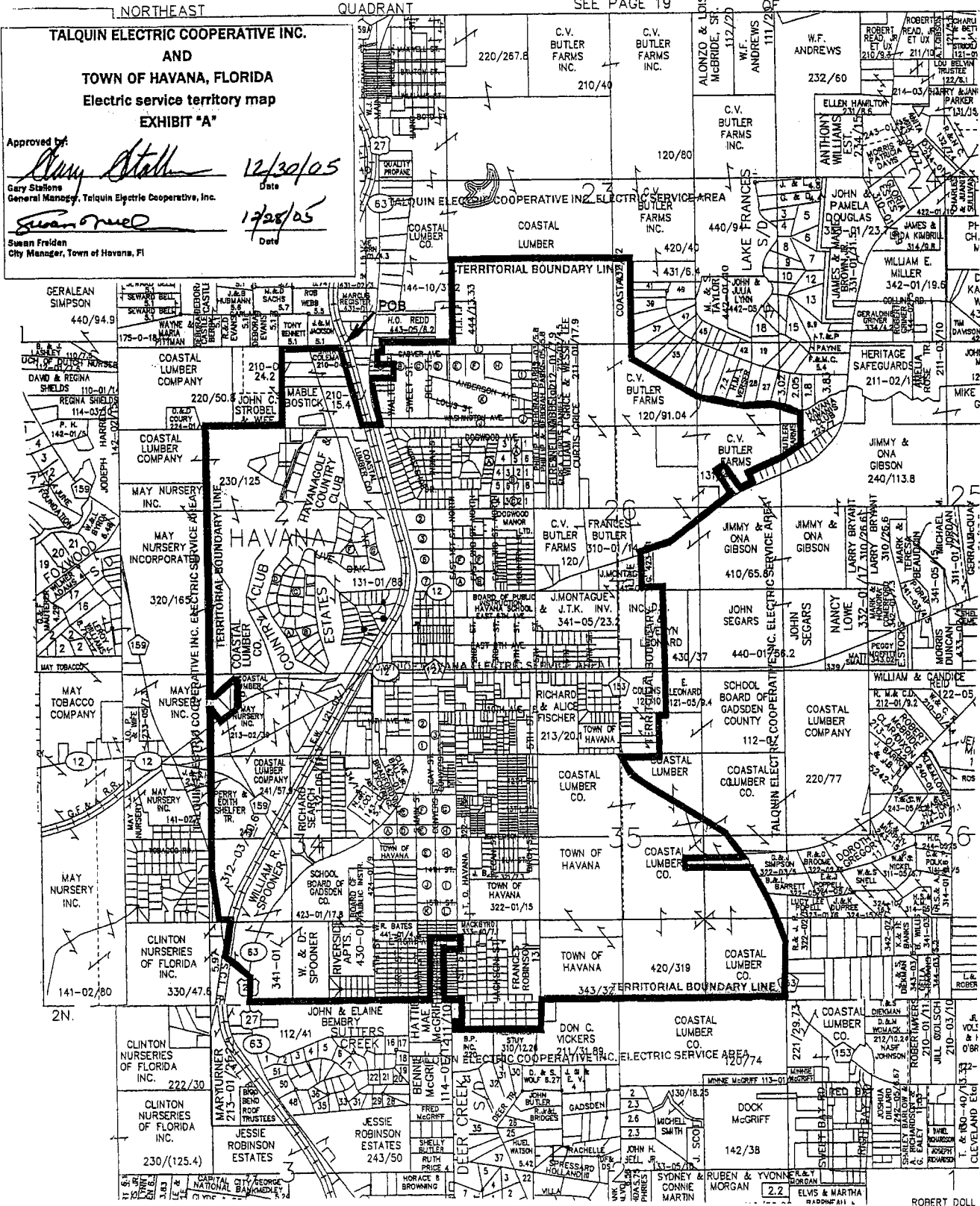




TWP. 3N.-RNG. 2W.

SOUTHEAST QUADRANT  
GADSDEN COUNTY, FLORIDA

SEE PAGE 19



### BOUNDARY LINE DESCRIPTION

Beginning at a point lying on the western right-of-way line of the CSX Railroad also being a point on the northern boundary line of Section 27, Township 3 North, Range 2 West of Gadsden County, Florida. Thence, south along the western railroad right-of-way to a point on the northeast property corner of those lands described in OR Book 49 Page 149.

Thence northeasterly to a point lying on the easterly right-of-way of US-27, also being the northwest property corner of Lot 1, Block "J" of the Hampton Heights Subdivision. Thence, northwesterly along the easterly right-of-way of US-27 to a point being the northwest corner of Lot 24, Block "A" of Hampton Heights. Thence easterly along the northern boundary of Lots 24 and 41, Block "A" of Hampton Heights to the northeast corner of Lot 41 also being a point on the westerly road right-of-way of Walter Street. Thence north to the southeast property corner of Lot 35, Block "A" of Hampton Heights as described in OR Book 384 Page 658. Thence westerly along the southern boundary of Lot 35 to the point being the southwest corner of Lot 35, Block "A" of Hampton Heights. Thence northerly along the westerly boundary of Lots 35, 34, and 33 of Block "A" also along the easterly boundary of Lot 4, Block "P" of Hampton Heights to the point being the northeast corner of Lot 4, Block "P" of Hampton Heights as described in OR Book 322 Page 1015. Thence easterly along the northern boundary of Lots 5-40 in Block "P" of Hampton Heights Subdivision to a point being the northeast corner of Lot 40 in Block "P" of Hampton Heights. Thence northerly to a point being the northwest corner of the southwest quarter of the southwest quarter of Section 23, Township 3 North, Range 2 West. Thence easterly to a point lying 328.77 feet from the southwest corner of Lot 1, Block "E" of C.V. Butler Farms Minor Subdivision Unit 5.

Thence southerly, thence southeasterly, thence easterly along the western boundary of Lake Francis unrecorded subdivision to a point being the northwest property corner of the property described in OR Book 55 Page 531. Thence southerly along said parcel to a point being the southwest corner of said parcel, thence southwesterly along the northern property lines of those lots that front County Road 12 to a point being the northwest corner of that parcel described in OR Book 577 Page 1381. Thence southeasterly along said parcel to the northern right-of-way boundary of County Road 12. Thence southwesterly along said northern right-of-way boundary of County Road 12 to a point lying 15 feet from the centerline of the existing Talquin Electric overhead electric facilities, referencing TEC Pole # O3-54-39 to O3-54-39R-2, thence northwesterly, southwesterly and southeasterly encompassing a 30 foot buffer around said electric facilities (so long as the electric facilities remain in place) to a point lying 15 feet west of the centerline of said electric facilities also being a point on the northern right-of-way boundary of County Road 12. Thence southwesterly along the northern right-of-way boundary of County Road 12 to a point being the prolongation of the northwest property corner of that parcel described in the Gadsden County Tax Records as Parcel ID# 2-26-3N-2W-0000-00423-0100. Thence southerly along said parcel to a point being the southwest corner of said parcel.

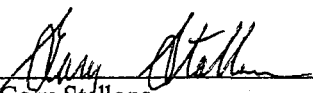
Thence easterly along the northern property boundary of that property described in OR Book 596 Page 1738, also known as Lot 3 of the D.B. Leonard Farms Minor Commercial Tract to the northeast corner of said parcel. Thence southerly to a point being at the southwest corner of that parcel described in OR Book 606 Page 874. Thence westerly to a point being the northeast corner of that property described in the Gadsden County Tax Records as Parcel ID# 2-35-3N-2W-0000-00124-0100. Thence southerly along the eastern boundary of said parcel to the southern most southeast corner of that property described in the Gadsden County Tax Records as Parcel ID# 2-35-3N-2W-0000-00124-0000. Thence westerly to a point being the centerline of County Road 153, also known as Iron Bridge Road. Thence southeasterly along the said centerline of roadway to a point lying 15 feet north of the centerline of the Talquin Electric overhead electric facilities, referencing TEC Pole # N6-51 to N6-51L-2, thence westerly, southerly and easterly encompassing a 30 foot buffer around said electric facilities (so long as electric facilities remain in place) to a point lying 15 feet south of the centerline of said electric facilities on the centerline of County Road 153. Thence southeasterly along said County Road 153 to a point being the southeast corner of Section 35, Township 3 North, Range 2 West.

Thence westerly along the southern boundary of said Section 35, Township 3 North, Range 2 West to a point being the northeast property corner of Lot 20 described in OR Book 545 Page 299. Thence southerly along the eastern property lines of Lots 18, 19 and 20 to a point being the southeast corner of Lot 18 of Madison Williams Estates Unit 2 an unrecorded subdivision lying in Section 2, Township 2 North, Range 2 West as described in OR Book 325 Page 1963. Thence westerly along the southern property lines of Lots 18, 17, 12, 11, 6, 5, and 1B of said Madison Williams Estates Unit 2 unrecorded subdivision to the southwest corner of Lot 1B as described in OR Book 308 Page 710. Thence northerly, easterly, and northerly along the described parcel and continuing northerly to a point lying on the southerly road right-of-way of Seventeenth Avenue, also being the northwest property corner of Lot 1A of Madison Williams Estates Unit 2. Thence westerly along said southern boundary of Seventeenth Avenue to a point lying 15 feet east of the centerline of the said existing Talquin Electric overhead electric facilities, referencing TEC Pole # N5-24 to N5-31-1. Thence northerly, easterly, southerly, easterly, northerly, westerly, and southerly to a point lying on the southerly boundary of Section 34, Township 3 North, Range 2 West said point lying 15 feet west of the centerline of said Talquin Electric overhead electric facilities which comprises a 30 foot buffer around said electric facilities. Thence westerly along said southerly boundary of Section 34 to a point lying on the centerline of US-27 also known as State Road 63.


Thence northerly along said centerline to a point being the intersection of US-27 and Spooner Road, thence northwesterly along the centerline of Spooner Road to a point where it intersects with the centerline of the CSX Railroad right-of-way. Thence northeasterly to a point where the centerline of said railroad right-of-way intersects with the northern boundary of the southeast quarter of the southwest quarter of Section 34, Township 3 North, Range 2 West, thence westerly to a point being the centerline of Spooner Road. Thence northwesterly along said centerline of Spooner Road to a point where it intersects with the western boundary line of the northeast quarter of the

southwest quarter of Section 34, Township 3 North, Range 2 West, also being the eastern boundary of that subdivision known as Tobacco Road. Thence northerly along the western boundary of the northeast quarter of the southwest quarter and the western boundary of the southeast quarter of the northwest quarter and the western boundary of the northeast quarter of the northwest quarter all in Section 34, Township 3 North, Range 2 West to a point lying on the centerline of May Nursery Road, also being approximately 727 feet east of the intersection of County Road 159 and May Nursery Road. Thence northeasterly along the centerline of said road to a point lying 25 feet west of the existing Town of Havana overhead electric facilities. Thence northwesterly approximately 100 feet, thence northeasterly approximately 50 feet, thence southeasterly to the centerline of May Nursery Road. Thence northeasterly along said centerline to a point lying approximately 1,370 feet from the intersection of County Road 159 and May Nursery Road. Thence, northerly approximately 325 feet from the centerline of said road. Thence southwesterly to a point lying on the western boundary of the northwest quarter of the northeast quarter of the northwest quarter of Section 34, Township 3 North, Range 2 West. Referencing TEC Pole # O2-60 to O2-60-5 as being inside Talquin Electric's service territory. Thence northerly to the southeast corner of the northwest quarter of the northwest quarter of Section 27, Township 3 North, Range 2 West. Thence easterly to the southeast corner of the northeast quarter of the northwest quarter of Section 27, Township 3 North, Range 2 West. Thence northerly to a point being the northeast corner of the northeast quarter of the northwest quarter of Section 27, Township 3 North, Range 2 West. Thence easterly to the Point of Beginning.

Approved By:

  
\_\_\_\_\_  
Gary Stallons  
General Manager, Talquin Electric Cooperative, Inc.

12-30-05  
Date

  
\_\_\_\_\_  
Susan Freiden  
Town Manager, Town of Havana, Florida

12/28/05  
Date