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State of Florida



# Public Service Commission

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COMMISSION  
CLERK

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

**DATE:** July 6, 2006

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

**FROM:** Office of the General Counsel (Brown) *MB*  
Division of Economic Regulation (Redemann, Rieger) *SPR 19x*

**RE:** Docket No. 060277-EU – Joint petition for approval of territorial amendment in Polk, Hardee, Highlands, Manatee, and Osceola Counties by Progress Energy Florida, Inc. and Peace River Electric Cooperative, Inc.

**AGENDA:** 07/18/06 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Carter

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** None

**FILE NAME AND LOCATION:** S:\PSC\GCL\WP\060277.RCM.DOC

### Case Background

On March 23, 2006, Progress Energy Florida, Inc. (Progress) and Peace River Electric Cooperative, Inc. (Peace River) filed a joint petition for approval of certain amendments to their territorial agreement covering Polk, Hardee, Highlands, Manatee and Osceola Counties. The territorial agreement was approved by the Commission in 1994.<sup>1</sup> It established the boundaries for the utilities' exclusive service territories in the counties mentioned above, and it also contained a provision permitting Progress (Florida Power Corporation at the time) to provide

<sup>1</sup> See Order No. PSC-94-1522-FOF-EU, issued December 12, 1994, in Docket No. 940376-EU, In re: Joint petition for approval of territorial agreement between Florida Power Corporation and Peace River Electric Cooperative, Inc.

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transmission level electric service (69 KV and higher) to certain phosphate mining companies with mining operations in Peace River's service territory.

Tampa Electric Company (TECO) also provides transmission level electric service to certain phosphate mining customers in Peace River's service territory pursuant to its existing territorial agreement with Peace River.<sup>2</sup> Uncertain of the effect the proposed amendments to the Progress-Peace River agreement might have on its territorial agreement, TECO filed a Petition for leave to intervene in this docket on April 11, 2006. After discussions with TECO, Progress and Peace River filed a Joint Stipulation on May 16, 2006, affirming that the proposed amendments only applied to the phosphate mining customers within the boundaries and parameters of Progress and Peace River's current territorial agreement. With this confirmation, TECO filed a withdrawal of its petition to intervene on May 18, 2006.

This is staff's recommendation regarding the proposed amendments to Progress and Peace River's territorial agreement. The Commission has jurisdiction over this matter pursuant to section 366.04, Florida Statutes.

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<sup>2</sup> See Order No. 17585, issued May 22, 1987, in Docket No. 070303-EU, In re: Joint petition of Tampa Electric Company and Peace River Electric Cooperative, Inc. for approval of a territorial agreement.

### Discussion of Issues

**Issue 1:** Should the Commission approve the joint petition for approval of amendments to the 1994 Peace River-Progress Territorial Agreement?

**Recommendation:** Yes. The amendments are in the public interest and should be approved, effective when the Commission's decision approving the amendments becomes final. (Brown, Redemann, Rieger)

**Staff Analysis:** Progress and Peace River have proposed amendments to Section 1.9 and Section 2.4 of their 1994 agreement. Those sections address the provision of electric service to the phosphate mining companies in Peace River's service territory.

Phosphate mining companies have unique electric requirements. They operate drag-lines that require high voltage, transmission level electric service to excavate limestone from the mines. When the limestone has been depleted in a particular area, the companies move their mining operations to another location, and the electricity substations move with them. At the time their territorial agreement was approved in 1994, Peace River did not have the transmission facilities to serve the phosphate mines, and so the agreement provided that Progress would serve the phosphate customers for the period of the agreement or until mining operations were complete. When mining operations were complete, Peace River would be responsible for all future retail service in its territory, at both distribution and transmission levels, as needed.

According to the petitioners, the proposed amendments to the territorial agreement are only designed to clarify the parties' obligations with respect to the existing phosphate mining customers. Specifically, the amendments define phosphate mining customers in Peace River's service territory as "Special Industrial Customers" and they provide that Progress will only provide retail distribution and transmission level service to the existing customers' current and future mining operations. They confirm that when the customers complete their mining operations in Peace River's territory, the rights to serve those customers would revert back to Peace River. The territorial boundaries and all other substantive provisions of the agreement remain the same.

The petitioners assert that the term change for the phosphate mining customers from "Transmission Voltage Customers" to "Special Industrial Customers" makes the definition more specific and better reflects the nature of service to the phosphate mining customers. Progress and Peace River believe that the proposed amendments will help the parties better serve these customers and avoid the potential for any uneconomic duplication of service.

In addition to the above, a corrected Exhibit 3 to the agreement has also been submitted to the Commission. The correction reflects a reduction in the number of phosphate mining customers from the nine listed in the 1994 territorial agreement, to the two that are currently considered "Special Industrial Customers." The reduction in the number reflects consolidation in the phosphate mining industry.

Section 6.1 of the agreement entitled "Duration," which was not changed by any of the proposed modifications, provided that beginning with the date the Commission's initial order approving the agreement became final, the agreement would remain in effect for a period of 25 years. The agreement provides for automatic renewal for additional 25 year periods unless either party gives written notice to the other of its intent not to renew at least six months prior to the expiration of any 25 year period. The agreement also provides, however, that each 25 year renewal will require Commission approval. The parties have indicated to staff that they jointly intend that the initial 25 year term would not be altered by the Commission's approval of the other modifications. As mentioned in footnote 1 above, the agreement was initially approved by the Commission on December 12, 1994. The agreement will expire on December 12, 2019.

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 amended territorial agreement proposed by Progress and Peace River 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<sup>3</sup> to this recommendation, is in the public interest and should be approved.

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<sup>3</sup> Attachment A contains the amended territorial agreement and Exhibit 3 to the agreement. Exhibits 1 and 2 are service territory maps and customer lists that are not changed by the proposed amendments. They are included in the docket file of the case in the clerk's office. They are not included here because of their size.

Docket No. 060277-EU

Date: July 6, 2006

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

**Recommendation:** Yes, if no protest to the Commission's Order approving the amendments to the agreement is filed by a substantially affected person within 21 days of the issuance of the Order, the docket should be closed upon issuance of a Consummating Order. (Brown)

**Staff Analysis:** If no protest to the Commission's Order approving the amendments to the agreement is filed by a substantially affected person within 21 days of the issuance of the Order, the docket should be closed upon issuance of a Consummating Order. If a protest is filed, the docket should remain open pending resolution of the protest.

AGREEMENT

Section 0.1: THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of March, 2006 by and between Progress Energy Florida, Inc., (herein called "PEF"), and Peace River Electric Cooperative, Inc. (herein called "PRECO"), each of which are corporations organized and existing under the laws of the State of Florida and electrical utilities as defined in, and whose retail service territories are subject to regulation pursuant to Chapter 366, Florida Statutes and which corporations are herein collectively called the "Parties";

WITNESSETH:

Section 0.2: WHEREAS, PRECO, by virtue of Chapter 425, Florida Statutes, and the Charter issued to it there under, is authorized and empowered to furnish electricity and power to its members, governmental agencies and political subdivisions, and to other persons, as defined by the laws of Florida, and pursuant to such authority, presently, furnishes electricity and power to members and customers; and

Section 0.3: WHEREAS, PEF is authorized, empowered and obligated by PEF's corporate charter and the laws of the State of Florida to furnish retail electric service to persons desiring to use such services within PEF's areas of service; and

Section 0.4: WHEREAS, each of the Parties presently furnishes retail electrical service to customers in areas of Polk, Hardee, Highlands, Manatee, and Osceola Counties of Florida; and

Section 0.5: WHEREAS, PRECO furnishes retail electrical service to customers in areas of DeSoto County and PEF recognizes PRECO's right to continue to serve these portions of DeSoto county within PRECO's approved service area; and

**Section 0.6:** WHEREAS, the respective areas of service of the Parties are contiguous in many places, and the Parties seek to minimize costs to their respective rate payers by avoiding duplication of generation, transmission and distribution facilities; and

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**Section 0.7:** WHEREAS, the Florida Public Service Commission (herein called the "Commission"), has previously recognized that any such duplication of facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest; and

**Section 0.8:** WHEREAS, the Parties desire to continue to avoid and eliminate the circumstances giving rise to potential duplications of facilities and hazardous situations, and in furtherance of such desire have established Territorial Boundary Lines to delineate their respective retail Territorial Areas, subject to the approval of the Commission; and

**Section 0.9:** WHEREAS, the Commission empowered by Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and resolve territorial disputes between rural electric cooperatives and other electric utilities under its jurisdiction, has often recognized the wisdom of such territorial agreements, and held such agreements, when properly presented to the Commission are advisable in proper circumstances, and, indeed, in the public interest;

**Section 0.10:** NOW, THEREFORE, in consideration of the premises of aforesaid and the mutual covenants and agreements herein set forth the Parties hereby agree as follows:

## ARTICLE I DEFINITIONS

**Section 1.1:** Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary lines which circumscribe the geographic areas

shown on the maps attached hereto as composite Exhibit "1", which differentiate and divide the PRECO Territorial Area from the PEF Territorial Area.

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**Section 1.2:** PRECO Territorial Area. As used herein, the term "PRECO Territorial Area" shall mean the geographic area shown on composite Exhibit "1" and designated "PRECO".

**Section 1.3:** PEF Territorial Area. As used herein, the term "PEF Territorial Area" shall mean the geographic area shown on composite Exhibit "1" as designated "PEF".

**Section 1.4:** Transmission Line. As used herein, the term "Transmission Line" shall mean any electric line of either party having a rating of 69kV or greater.

**Section 1.5:** Distribution Line. As used herein, the term "Distribution Line" shall mean any electric line of either party having a rating of up to, but not including 69 kV.

**Section 1.6:** Person. As used herein, the term "Person" shall have the same inclusive meaning given to it in Section 1.01 (3), Florida Statutes.

**Section 1.7.** New Customer. As used herein the term "New Customer" shall mean any person that applies to either PRECO or PEF for retail electric services after the effective date of this Agreement, other than a widow, widower, or divorced spouse of an Existing Customer who applies for service at the same location as that of the Existing Customer.

**Section 1.8.** Existing Customer. As used herein, the term "Existing Customer" shall mean any person receiving retail electric service from either PRECO or PEF on the effective date of this Agreement whose point of service is located in the territorial area of the other party as identified in Exhibit "2".



Section 1.9 Special Industrial Customers. As used herein, the term "Special Industrial Customers" shall mean phosphate mining customers in PRECO's service territory.

Section 1.10. Change in Use. As used herein, the term "Change in Use" shall mean: (1) A change in the use of real property from residential to business or business to residential; (2) A change in the use of real property that would normally require a reclassification of service under the applicable tariff of either party; (3) A change in the use of real property which results in the installation of a new point of service; or (4) 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.

Section 1.11. End-Use. As used in this Agreement, the term "end-use" means the use of electricity energy by a customer at a geographic location where the electric energy is ultimately consumed.

Section 1.12. End-Use Facilities. As used in this Agreement, the term "end-use facilities" means those facilities at a geographic location where the electric energy used by a customer is ultimately consumed.

## ARTICLE II

### AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1: Territorial Allocations. Except as otherwise specifically provided herein, during the term of this Agreement PRECO shall have the exclusive authority to furnish retail electric service for end use within the PRECO Territorial Area and PEF shall have the exclusive authority to furnish retail electric service for end use within the PEF Territorial area.

**Section 2.2: Service to New Customers.** The Parties agree that neither of them will knowingly serve or attempt to serve any new customer whose end-use facilities are located within the Territorial Area of the other party, except as specifically provided in this Section of this Agreement.

The parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end-use facilities either cannot or should not be immediately served by the Party in whose Territorial Area the customer's end use facilities are located. In such instances, upon written request by the party in whose Territorial Area the end-use facilities are located, to the other party, the other party may agree in writing to temporarily provide service to such customer's end-use facility. In the event any such temporary service exceeds a period of one year, the Parties shall submit a list of said temporary services exceeding one year to the Florida Public Service Commission for approval in accordance with Article V, Section 5.1 hereof.

Subject to the exceptions for temporarily providing service provided for in the immediately preceding paragraph, in the event that a new customer or prospective new customer requests or applies for service from either party to be provided to end-use facilities located in the Territorial Area of the other party, the party receiving such a request or application shall refer the new customer or prospective new customer to the other party with citation to this Agreement as approved by the Commission, and shall notify the other party of such request or application.

**Section 2.3: Elimination of Overlapping Services.** Each party shall, subject to the provisions of this Section of the Agreement, continue to serve their respective Existing Customers even though the service location or the end use facilities of such Existing Customers are located in the Territorial Area of the other party on the date of the approval of this Agreement by the Commission. This Section of the Agreement shall also apply to additional requirements for electric service by Existing Customers at their existing locations, subject to the "Change in Use" limitations set forth in this Section of the Agreement. A widow, a widower or divorced spouse of an Existing Customer of either party listed on Exhibit "2" who remains at the same service location shall be

considered an Existing Customer and included in the definition of "Existing Customer" in Section 1.8 above. If there is a "Change in Use", as defined in Section 1.10 above, of the real property at a location at which an Existing Customer receives service, the person receiving such services shall cease to be considered an Existing Customer and electric service at that location shall be provided by the party in whose Territorial Area the real property is located. The parties agree to use reasonable efforts to eliminate, during the term of this Agreement, electric services by either party in the retail service areas of the other party. This effort shall include the identification of potential customer and facilities transfers which would eliminate duplication of facilities or avoid hazardous conditions. Neither party shall be obligated to affect any such transfers, and any transfers would be subject to review and approval by the Florida Public Service Commission.

Section 2.4. Service to Special Industrial Customers. PEF provides retail electric service to a number of phosphate mining customers in PRECO's service territory. These customers have unique service requirements due to the nature of their businesses. In order to provide safe and efficient service to these customers and to avoid uneconomic duplication of service and facilities, the Parties have agreed that PEF will provide retail electric service to all present Special Industrial Customers in PRECO's service territory (attached as Exhibit "3"). Service to the Special Industrial Customers shall be limited to the electric requirements directly associated with the mining operations of these customers. PEF shall serve the electrical requirements of Special Industrial Customers currently operating in PRECO's service territory, along with their successors or assigns, at present locations and expansions of present locations. Except as otherwise specifically provided for in this Agreement, PRECO will continue to provide retail electric service to all other customers in its service territory, and PEF's right to serve Special Industrial Customers shall not affect PRECO's right to serve such other customers. Further, once the Special Industrial Customers currently operating in PRECO's service territory complete their mining operations, all rights to serve Special Industrial Customers will revert back to PRECO. Consistent with the provisions of Section 2.5 of this Agreement, any substations owned by PEF within PRECO's service territory that are used exclusively to serve Special Industrial Customers may be sold by PEF to PRECO for the replacement cost of such

facilities, less depreciation, once the Special Industrial Customers currently operating in PRECO's service territory complete their mining operations.

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**Section 2.5.** **Transfer of Facilities.** Upon the transfer of any customer or customers pursuant to this Agreement, the transferring party may, if it desires, offer to sell and the receiving party may if it desires, purchase the distribution facilities of the transferring party previously used solely to serve the transferred customer or customers for the replacement cost of such facilities, less depreciation.

### ARTICLE III

#### **BULK POWER SUPPLY**

**Section 3.1:** **Bulk Power for Resale.** Nothing herein shall be construed to prevent either party from providing bulk power supply for resale purposes as defined in the Final Judgment dated August 19, 1971 in the United States of America v. Florida Power Corporation and the Tampa Electric Company, United States District Court for the Middle District of Florida, Case No. 68-297-Civ-T ("the Final Judgment"), regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes as defined in the Final Judgment.

### ARTICLE IV

#### **OPERATION AND MAINTENANCE**

**Section 4.1:** **Facilities to Remain.** Except as expressly provided herein, a generating plant, transmission line, substation, distribution line or related facility now or hereafter constructed or used by either party in conjunction with its electric utility system, which is directly or indirectly used and useful in service to its customers by either of the parties, shall be allowed to remain where situated and shall not be subject to removal or transfer hereunder; provided, however, that each party shall operate and maintain all such

plants, lines, substations or facilities in such a manner as to minimize any interference with the operations of the other party.

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**Section 4.2:** PRECO Facilities to be served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PRECO to serve any facility of PRECO located in the PEF Territorial Area; provided, however, that PRECO shall construct, operate, and maintain its lines and facilities in such a manner as to minimize any interference with the operations of PEF in the PEF Territorial area.

**Section 4.3:** PEF Facilities to be served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PEF to serve any facility of PEF located in the PRECO Territorial Area; provided, however, that PEF shall construct, operate and maintain its lines and facilities in such a manner as to minimize any interference with operations of PRECO in the PRECO Territorial Area.

## ARTICLE V

### PREREQUISITE APPROVAL

**Section 5.1:** Commission Approval. The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of the provisions of this Agreement shall be an absolute prerequisite to the validity, enforceability, and applicability hereof. This Agreement shall have no affect whatsoever until that approval has been obtained, and the date of the Commission's Order, if any granting initial Commission Approval of this Agreement shall be deemed to be the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance of this Agreement.

**Section 5.2: No Liability in the Event of Disapproval.** In the event approval of this Agreement pursuant to Section 5.1 hereof is not obtained, neither party will have any cause of action against the other arising under this document or on account of such nonattainment of approval.

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## ARTICLE VI

### DURATION

**Section 6.1.** This Agreement shall continue and remain in effect for a period of twenty five (25) years from the date of the Florida Public Service Commission's initial Order approving this Agreement, and shall be automatically renewed for additional twenty five (25) year periods unless either party gives written notice to the other of its intent not to renew at least six (6) months prior to the expiration of any twenty five (25) year period; provided, however, that each such renewal of this Agreement shall require prerequisite approval of the Commission with the same effect as the original Commission approval of this Agreement as required and provided for Article V hereof.

## ARTICLE VII

### CONSTRUCTION OF AGREEMENT

**Section 7.1: Intent and Interpretation.** It is hereby declared to be the purpose and intent of the Parties that this Agreement shall be interpreted and construed, among other things, to further this State's policy of approving territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction; to further the State's policy of actively regulating and supervising the service territories of electric utilities; and supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; and avoiding uneconomic duplication of transmission and distribution facilities.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1: Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms or conditions agreed upon by the parties 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, attached hereto, signed by both of the parties and approved by the Commission in accordance with Article V, Section 5.1 hereof.

Section 8.2.: Successors and Assigns; for Benefit Only of Parties. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended, or shall be construed, to confer upon or give to any person other than the Parties hereto, or their respective successors or assigns, any right, remedy, or claim under or by reason of this Agreement, or any provision or condition hereof; and all provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of the Parties of their respective successors or assigns.

Section 8.3. Notices. Notices given hereunder shall be deemed to have been given to PRECO if mailed by certified mail, postage prepaid, to the General Manager/Chief Operating Officer, Peace River Electric Cooperative, Inc., 1499 Hwy 17 North, Wauchula, FL 33873, and to PEF if mailed by certified mail, postage prepaid to the Vice President, Regulatory and Customer Relations, Progress Energy Florida, Inc., 100 Central Avenue, Suite CX2D, St. Petersburg, FL 33701. The person or address to which such notice should be mailed may, at any time, be changed by designating a new person or address and giving notice thereof in writing in the manner herein provided.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed in duplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

ATTEST:

PEACE RIVER ELECTRIC COOPERATIVE, INC.

Patricia Jones  
Secretary

BY: William J. [Signature]  
GENERAL MANAGER / CEO

(SEAL)

ATTEST:

Progress Energy Florida, Inc.

\_\_\_\_\_  
Witness

BY: [Signature]  
V.P., Regulatory and Customer Relations

(SEAL)

APPROVED AS TO LEGALITY OF FORM:

By: [Signature]  
Andrew B. Jackson FBN 0038826  
Legal Counsel (PRECO)

By: [Signature]  
Legal Counsel (PEF) FBN 173304



**EXHIBIT 3**

**PROGRESS ENERGY FLORIDA, INC. (FLORIDA POWER CORPORATION) EXTRA-TERRITORIAL CUSTOMERS**

Areas within Hardee and Polk Counties in which PEF (FPC) has facilities established to serve phosphate mining operations. To the following customers, their successors and assignees:

HARDEE COUNTY

Cargill Fertilizer → Now Mosaic Fertilizer

T33S, R24E  
All of Sections 9, 10, 11, 12, 13, 14, 15, 16  
The north 1/2 of Sections 21, 22, 23, 24  
T33S, R25E  
All of Sections 6, 7, 18

Farmland → Now Mosaic Fertilizer

T35S, R23E  
All of Sections 1, 12, 13, 24  
T35S, R24E  
All of Sections 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20

Mobil Mining & Minerals → Now Mosaic Fertilizer

T33S, R26E  
All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22,23, 26, 27, 28, 29, 32, 33, 34  
T33S, R25E  
All of Sections 1, 2, 11, 12, 13, 14, 23, 24

CF Industries → No change

T33S, R24E  
The South 1/2 of Sections 21, 22, 23, 24  
The North 1/2 of Sections 1, 2, 3, 4  
All of Sections 3, 4, 5, 6, 7, 8,17, 18, 19,20,25,26,27,28,29,30,31,32,33,34,35,36  
T33S, R23E  
The South 1/2 of Sections 21, 22, 23, 24  
All of Sections 25, 26, 27, 28, 33, 34, 35, 36  
T34S, R24E

The North 1/2 of Sections 1,2,3, ,5,6  
T34S, R23E

The North 1/2 of Sections 1,2,3,4

IMC Agrico → Now Mosaic Fertilizer

T33S, R23E

The North 1/2 of Sections 21, 22, 23, 24

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,20, 29, 30, 31, 32

T34S, R23E

All of Sections 5, 6,7,8,17,18,19,20,29,30,31,32

T34S, R24E

The North 1/2 of Sections 14, 15, 16

The South 1/2 of Sections 1,2,3,4

All of Sections 9, 10, 11, 12, 13, 24, 25, 26, 35, 36

T34S, R25E

All of Sections 5,6,7,8,17,18,19,20,29,30,31,32

USAC → No longer exists.

T33S, R24E

All of Sections 1, 2

### POLK COUNTY

IMC-Agrico Company → Now Mosaic Fertilizer

T32S, R24E

The east 1/2 of Sections 15, 22, 27, 34

The South 1/2 of Sections 14, 13

All of Sections 23, 24, 26, 27, 34, 35

Cargill Fertilizer → Now Mosaic Fertilizer

T32S, R25E

The south 1/2 of Section 18

All of Sections 17,19,20,29,30,31,32

Mobile Mining & Minerals → Now Mosaic Fertilizer

T32S, R25E

All of Sections 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36

T32S, R26E

All of Sections 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34