

T
MOORE, WILLIAMS, BRYANT, PEEBLES & GAUTIER, P.A.

FREDERICK M. BRYANT
RUSSELL D. GAUTIER
Board Certified
Real Estate Lawyer
SUSAN D. MICHAELS
EDGAR M. MOORE
WILLIAM J. PEEBLES
F. PALMER WILLIAMS
L. LEE WILLIAMS, JR.
Board Certified
Civil Trial Lawyer

ATTORNEYS AT LAW
306 EAST COLLEGE AVENUE
POST OFFICE BOX 1169
TALLAHASSEE, FLORIDA 32302

W. T. MOORE, JR. (1896-1989)
TELEPHONE (904) 222-5510
FACSIMILE (904) 561-6226

May 23, 1991

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32301

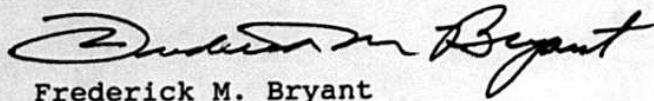
RE: City of Leesburg Electric Rate Filing

910624-EM

Dear Mr. Tribble:

Enclosed please find for filing the original and fifteen (15) copies of a Joint Petition for Approval of Territory Agreement with the Territory Agreement being attached thereto.

Sincerely,



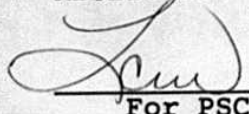
Frederick M. Bryant

FMB/kc

Enclosures

cc: Mr. Lewis W. Stone

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For PSC

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MAY 23 1991

FPSC-RECORDS / REPORTING

DOCUMENT NUMBER-DATE

05232 MAY 23 1991

FPSC-RECORDS / REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of City of Leesburg)
 and Sumter Electric Cooperative,) Docket No. 910624-EM
 Inc. for Approval of Territorial)
 Agreement) Filed _____, 1991

JOINT PETITION FOR APPROVAL OF TERRITORIAL AGREEMENT

Come now the City of Leesburg, Florida, ("City") and the Sumter Electric Cooperative, Inc., an electric cooperative organized and existing under the laws of the State of Florida ("SECO"), by and through their undersigned counsel, and petition the Florida Public Service Commission for approval of a Territory Agreement between the parties and say:

1. This petition is filed pursuant to the Commission's jurisdiction under Section 366.04(2)(d), Florida Statutes, and Rule 25-6.0440 F.A.C.

2. The City and SECO have entered into a Territory Agreement concerning geographical areas to be served by them in and around the City of Leesburg, Lake County, Florida. A copy of said Territory Agreement being attached hereto as Exhibit "A" and made a part hereof by reference.

3. The Territory Agreement includes a map and written description of the area and the terms and conditions pertaining to implementation thereof. There are to be no current customers to be transferred pursuant to the Agreement nor any current transfer of facilities of SECO or City. A metes and bounds description of

the Territory boundary line is attached hereto as Exhibit "B" and is made a part hereof by reference.

4. The Agreement in of itself will not cause a decrease in the reliability of electrical service to the existing or future rate payers of the City or SECO, and the Agreement will eliminate existing or potential uneconomic duplication of facilities.

5. The City and SECO believe that this Agreement is fair and equitable and is in the best interest of their respective consumers and this agreement was entered into by the City and SECO after due deliberation and consideration of the best interests of the consumers of SECO and City.

WHEREFORE, City and SECO respectfully request that the Commission enter its order approving the Territory Agreement and take all other further action necessary for the implementation thereof.

DATED this 23rd day of May, 1991.

Respectfully submitted,

CITY OF LEESBURG

By Frederick M. Bryant

Frederick M. Bryant, Esquire
Fla. Bar ID #126375
Attorney for City of Leesburg
Moore, Williams, Bryant, Peebles
& Gautier, P.A.
306 East College Avenue
Post Office Box 1169
Tallahassee, FL 32302-1169
(904) 222-5510

SUMTER ELECTRIC COOPERATIVE, INC.

By

Lewis W. Stone

Lewis W. Stone, Esquire
Fla. Bar ID # 0281174
Attorney for Sumter Electric
Cooperative, Inc.
Stone & Semento, P.A.
Post Office Box Drawer 2048
Eustis, Florida 32727-2048
(904) 383-0372

c:\wp50\fm\leesburg\jtpet

AGREEMENT

Section 0.1 THIS AGREEMENT, made and entered into this 15th day of February, 1991, by and between SUMTER ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "SECO"), party of the first part, and the CITY OF LEESBURG, a Municipal Government organized and existing under the laws of the State of Florida (herein called "LEESBURG"), party of the second part;

WITNESSETH:

Section 0.2 WHEREAS, SECO, 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 Lake and Sumter Counties in Florida, and elsewhere; and

Section 0.3 WHEREAS, LEESBURG, by virtue of the laws of Florida, is authorized and empowered to furnish electricity and power to persons, firms and corporations in the County of Lake, State of Florida, and pursuant to such authority presently furnishes electricity and power to customers in areas of Lake County, Florida; and

Section 0.4 WHEREAS, the respective areas of service of the parties hereto are contiguous in many places in Lake County, with the result that in the future duplication of service facilities may occur unless such duplication is precluded by a

territorial agreement; and

Section 0.5 WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of service facilities may result in needless and wasteful expenditures detrimental to the public interest; and

Section 0.6 WHEREAS, the Florida Public Service Commission is empowered by Section 366.04, Florida Statutes, to approve territorial agreements and resolve territorial disputes; and

Section 0.7 WHEREAS, the parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid duplications and to that end desire to operate within delineated retail service areas; and

Section 0.8 WHEREAS, in order to accomplish said area allocation as to future customers the parties have delineated boundary lines in portions of the aforementioned County, hereinafter referred to as "Boundary Lines", and said boundary lines define and delineate the retail service areas of the parties in portions of the aforementioned County;

Section 0.9 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 boundary lines which delineate the shaded areas on the county maps attached hereto as Exhibits 1 through 13, and which differentiate and divide SECO Territorial Area from LEESBURG Territorial Area.

Section 1.2 SECO Territorial Areas - As used herein, the term "SECO Territorial Areas" shall mean the geographic areas shown on Exhibits 1 through 13, as lying outside the shaded areas designated CL.

Section 1.3 LEESBURG Territorial Areas - As used herein, the term "LEESBURG Territorial Areas" shall mean the geographic areas shown on Exhibits 1 through 13, as lying within the shaded areas designated CL.

Section 1.4 Distribution Lines - As used herein, the term "Distribution Lines" shall mean all lines for the flow of electric energy of either party having a rating up to but not including 69 kV.

Section 1.5 Express Distribution Feeders - As used herein, the term "Express Distribution Feeder" shall mean a three phase line, at distribution voltage, that transports power through the other party's territory but serves no load within such territory.

Section 1.6 Transmission Lines - As used herein, the

term "Transmission Lines" shall mean all lines for the flow of electric energy of either party having a rate of 69 kV or over.

Section 1.7 **New Customers** - As used herein, the term "New Customers" shall mean all retail electric Customers applying for service, whether or not at a new or existing meter location, to either LEESBURG or SECO after the effective date of this Agreement, and located within the territorial area of either party at the time such application is made.

Section 1.8 **Existing Customers** - As used herein, the term "Existing Customers" shall mean all retail electric Customers receiving service on or before the effective date of this Agreement from either party.

Section 1.9 **Consulting Engineer** - As used herein, the term "Consulting Engineer" shall mean a person or firm licensed by the State of Florida to engage in the profession of electric power engineering.

ARTICLE II

AREA DESIGNATIONS AND NEW CUSTOMERS

Section 2.1 **Service Areas** - The SECO Territorial Areas, as herein defined, are hereby set aside to SECO as its retail service areas for the term hereof; and the LEESBURG Territorial Areas, as herein defined, are hereby set aside to LEESBURG as its retail service areas for such period, and, except as otherwise specifically provided herein, neither party shall deliver any electric energy across any Territorial Boundary Line

for use at retail in the territorial area of the other.

Section 2.2 **Point of Use** - The point of use and not point of connect or metering shall be determinative as to who shall be the provider of electric service.

Section 2.3 **New Customers** - The parties shall each have the right and the responsibility to provide retail electric service to all New Customers within their respective territorial areas. Neither party shall hereafter serve or offer to serve a New Customer located in the territorial area of the other party except on an interim basis as provided in Section 2.4 below.

Section 2.4 **Interim Service** - Where a party entitled to serve a New Customer pursuant to Section 2.3 above believes that the extension of its facilities to such New Customer would be more appropriate or compatible with its operational requirements and plans at a future time, the party may, in its discretion, request the other party to provide service to the New Customer on an interim basis. Such request shall be made in writing and the other party shall promptly notify the requesting party if it will accept or decline the request. If such request is accepted, the party providing interim service shall be deemed to do so only on behalf of the requesting party, who shall remain entitled to serve the New Customer to the same extent as if it had provided service in the first instance. At such time as the requesting party elects to begin providing service directly to

the New Customer, after reasonable written notice to the other party, such other party shall cease providing interim service and, thereafter, service shall be furnished to the New Customer in accordance with Section 2.1 and 2.3 above.

Section 2.5 **Transfer** - Those Customers shown on Exhibits 1-13 as LEESBURG Customers located within SECO Territory shall remain LEESBURG Customers until such time as reconnect is requested at the meter for any reason other than seasonal disconnect or nonpayment of account.

Those Customers shown on Exhibits as SECO members located within LEESBURG Territory shall remain SECO customers until such time as reconnect is requested at the meter for any reason other than seasonal disconnect or nonpayment of account.

Those Customers presently SECO members which are to be located in LEESBURG Territory and are to be transferred to LEESBURG, pursuant to this Agreement, are designated "New Leesburg".

Section 2.5(a) **Transfer Contingent On Use** - Certain Territory shown in detail in Exhibit 12 shall be SECO Territory subject to the following contingency:

LEESBURG may serve any Federal Prison Facility located within the Territory described in Exhibit 12 if the location and project is identified and pronounced in writing by the United States within thirty (30) calendar months from the date of this Agreement. Any facility not a part of a Federal Prison

Facility located thereon shall be a SECO Customer.

No prison facility or appurtenances or extension thereof which exceeds the territory described in Exhibit 12 shall be served by LEESBURG unless it is located in LEESBURG Territory. Any single prison structure located in both LEESBURG and SECO Territory shall be served by LEESBURG. Separate building or facilities connected by covered walkways, patios, or the like are not considered to be "single prison structure" and will be served by the supplier in whose Territory it is located.

Section 2.6 Compensation - All Existing Customers subject to transfer in Section 2.5, together with the service facilities related thereto shall be transferred in the following manner and for the following considerations:

a) At the time of the transfer of a customer and the associated service facilities, the Transferee shall pay the Transferor in cash within thirty (30) days of the transfer, the amount established in this section. The Transferee shall compensate the Transferor based upon then Replacement Cost (New) less depreciation calculated on a thirty (30) year straight line basis.

b) In addition to any compensation due in Section 2.6a, the Transferee shall pay the Transferor at the time of the transfer of each service transferred an amount equal to the product of Transferor's gross charge per kilowatt hour (which amount includes the customer charge) for service to such

location at the time of transfer multiplied by the total kilowatt hours used for electric service at such location for either the immediately preceding twelve (12) month period in which the account was served at the service location, or a twelve (12) month period annualized in the event less than twelve (12) months were billed during the preceding year.

c) In addition to compensation due in Section 2.6a above, the amount to be paid for street and security lights transferred shall be an amount equal to the total billings for such security lights for the immediately preceding twelve (12) month period in which the account was served at the service location, or a twelve (12) month period annualized in the event less than twelve (12) months are billed during the preceding year.

d) With each transfer, the Transferor will make, execute and deliver to the Transferee a conveyance, deed or other instrument of transfer as is appropriate in order to convey all rights, title and interest of the Transferor in any facilities, rights-of-way, easements, road permits, or other rights.

e) When customers are transferred, they shall not suffer hardship due to different deposit requirements. When possible, the deposit of a customer to be transferred will be transferred to the Transferee. When the existing deposit is less than normally required by the Transferee, the transferred deposit will be accepted as adequate. When the existing deposit is more than normally required, the excess will be refunded.

Section 2.7 **Resolution by a Consulting Engineer** - If the parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.6, or are unable to agree as to any technical requirement of the contract, including any provision requiring conformance to sound and economical engineering and operating practices, the parties shall agree upon and appoint a Consulting Engineer to resolve the dispute.

Section 2.8 **Compensation of the Consulting Engineer** - The compensation to be paid to the Consulting Engineer for services rendered in connection with this Agreement shall be such fees and expenses as are usually applicable to services of a similar nature. The fees shall be determined by the Consulting Engineer in accordance with its usual practice and shall be paid by the parties, each party paying fifty percent (50%) of the cost of such services.

Section 2.9 **Resolution by the Circuit Court** - If the parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.6, and if SECO and LEESBURG are unable to agree upon the selection of a Consulting Engineer with ninety (90) days after receiving a written request by either party for such selection, either SECO or LEESBURG may, after ten (10) days written notice to the other party of its intent to do so, petition the Circuit Court of Lake County, Florida, to determine the payment required in Section 2.6. In the event one or both parties shall petition such Circuit Court

for resolution of a dispute as provided in this Section, each party shall pay the costs of its own legal representation, expert fees and costs of depositions of parties or witnesses.

Section 2.10 Bulk Power Supply for Resale - Nothing herein shall be construed to prevent either party from providing bulk power supply to another utility for resale purposes wheresoever they may be located. Further, no other provision of this Agreement shall be construed as applying to bulk power supply for resale.

Section 2.11 REA and CFC Approval - Any property transfer from SECO to LEESBURG is subject to approval by the United States of America Department of Agriculture, Rural Electrification Administration and the CFC.

Section 2.12 Involuntary Sale or Taking - The provisions of Section 2.6 may not be used or allowed into evidence except in the instance of a voluntary sale. The formula used in Section 2.6 contemplates the parties both desiring the transfer.

ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain - All generating plants, transmission lines, substations, distribution lines and related facilities now used by either party in conjunction with their respective electric utility systems, and which are used directly or indirectly and are useful in serving customers in their respective service areas, 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 such event
arrangement shall be made by separate instruments incorporating
standard engineering practices and providing proper clearance
with respect thereto.

Section 3.3 New Facilities in Territory of Other Party -
Neither party shall construct Distribution Facilities in the
territory of the other party without the express written consent
of the other party. Express Distribution Feeders are exempt
from this provision; provided, however, that the party shall
construct, operate and maintain said Express Distribution
Feeders in a safe manner so as to minimize any interference with
the operation of the other party's facilities.

Section 3.4 Facilities to be Served - Nothing herein
shall be construed to prevent or in any way inhibit the right
and authority of LEESBURG or SECO to serve any of its own
facilities if the party is obligated by law to provide the
services which require the construction of the facilities and
good engineering practice dictates that such facility be located

in the other party's territory.

Either party shall notify the other party as soon as possible of any action which is specifically directed at that party and which may give rise to such an obligation.

Nothing herein shall be construed to prevent or in any way inhibit the right of either party to serve its own electric transmission or generation facilities wherever located.

ARTICLE IV

ANNEXATIONS

Section 4.1 Annexed Areas - In the event any portion of the area within SECO's Territorial Area is subsequently annexed by and into the city limits of LEESBURG, LEESBURG may impose a franchise fee upon SECO Customers served within the city boundaries. Such fee shall be in an amount to be agreed upon by the parties. If the parties are unable to agree on the amount, the matter shall be submitted to three (3) arbitrators pursuant to the rules of the American Arbitration Association and Chapter 682, Florida Statutes. Each party shall select an arbitrator from the list of arbitrators provided by the American Arbitration Association, and the two (2) arbitrators selected shall agree on a third arbitrator. Each party shall bear its own costs and fees, and each party shall bear one-half (1/2) the cost of the arbitration. The results of the arbitration shall be binding. SECO in its sole discretion may allow LEESBURG, if LEESBURG so agrees to purchase SECO facilities and meters within

the newly annexed area as outlined in Section 2.6, supra.
Compensation is not the only factor which may be considered in making the determination to purchase or sell such facilities.

ARTICLE V

PREREQUISITE APPROVAL

Section 5.1 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 5.2 Liability in the Event of Disapproval - In the event approval pursuant to Section 5.1 is not obtained, neither party will have action against the other arising under this Agreement.

ARTICLE VI

DURATION

Section 6.1 - This Agreement shall continue and remain in effect for a period of twenty (20) years from the date of the rendering of the Florida Public Service Commission's Order approving this Agreement, provided, however, that either party may terminate this Agreement at the end of the fifteenth (15th) year following such approval by providing written notice to the other party of such termination not later than the anniversary

date of the thirteenth (13th) year following such approval.

ARTICLE VII

CONSTRUCTION OF AGREEMENT

Section 7.1 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, duplication of facilities and potentially hazardous situations, which might otherwise result from unrestrained competition between the parties operating in overlapping service areas.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 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 8.2 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 hereof; and

all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 8.3 **Notices** - Notices given hereunder shall be deemed to have been given to SECO if mailed by Certified Mail, postage prepaid, to MANAGER, SUMTER ELECTRIC COOPERATIVE, INC., P.O. Box 301, Sumterville, FL 33585-0301, and to LEESBURG if mailed by Certified Mail, postage prepaid, to: CITY MANAGER, CITY OF LEESBURG, P.O. Box 490630, Leesburg, Florida 34749-0630. 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.

Section 8.4 **Severability** - The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceability provision were omitted.

Section 8.5 **Cost and Attorney Fees** - In the event legal action is taken to enforce the terms of this Agreement, except under Section 2.9, hereof, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in triplicate by SECO in its name by its President, and its Corporate Seal hereto affixed by the Secretary of SECO, and by LEESBURG in its name by its Mayor-Commissioner of the City Commission, and its Seal hereto affixed and attested by its Clerk, on the day and year first above written; and one of said triplicate copies has been delivered to each of the parties hereto.

ATTEST:

By

Ray Robbins
Ray Robbins
As its Secretary

SUMTER ELECTRIC COOPERATIVE, INC.

By

Rufus H. Pace
Rufus H. Pace
As its President

ATTEST:

By

James A. Williams
James A. Williams
City Clerk

CITY OF LEESBURG

By

C. J. Knowles
C. J. Knowles
Mayor-Commissioner

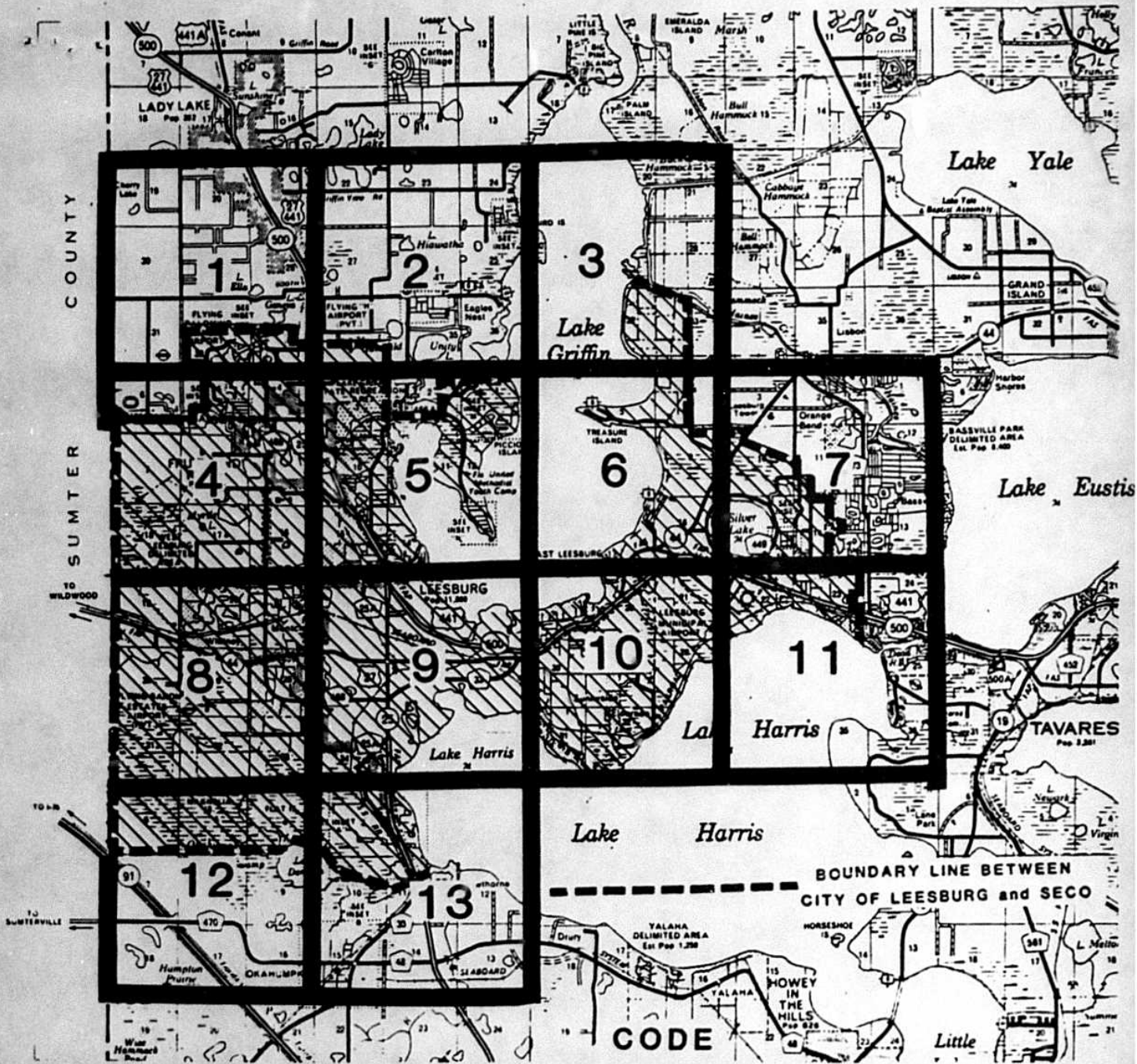
APPROVED AS TO FORM AND
LEGALITY:

By

Dorothy M. Bryant
Legal Counsel to the City
of Leesburg

By

Lawrence M. ...
Legal Counsel to Sumter
Electric Cooperative, Inc.



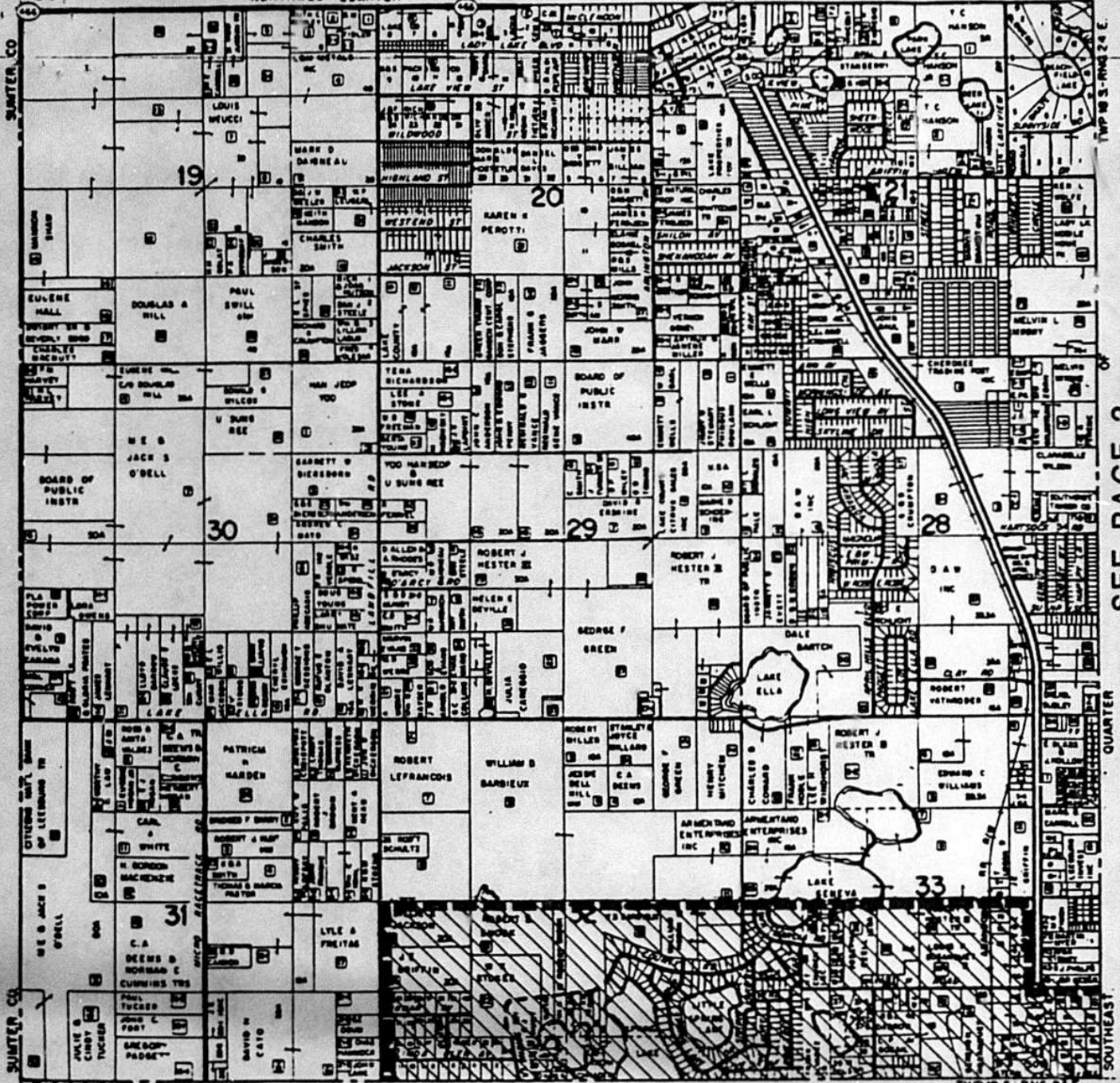
- S.E.C.O.
- CITY

TERRITORIAL AGREEMENT KEY MAP
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG

TWP 18 S-RNG 24 E.

SOUTHWEST QUARTER NORTHWEST QUARTER

TWP 18 S-RNG 24 E



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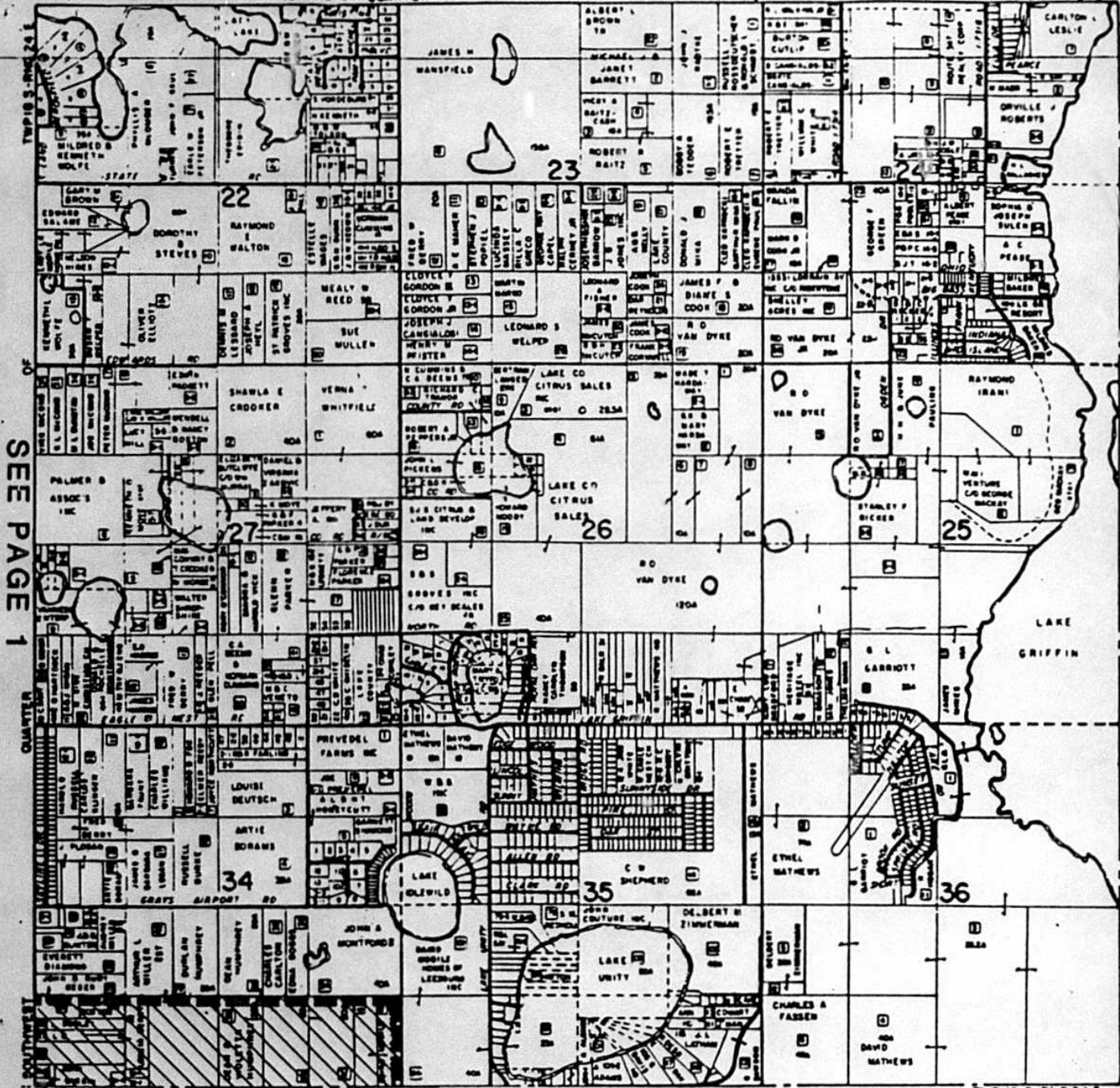


S.E.C.O.

CITY

BOUNDARY LINE BETWEEN CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
 BETWEEN
 SUMNER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 1 OF 13 TOTAL EXHIBITS



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CODE

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TWP 19 S.-RNG 24 E.



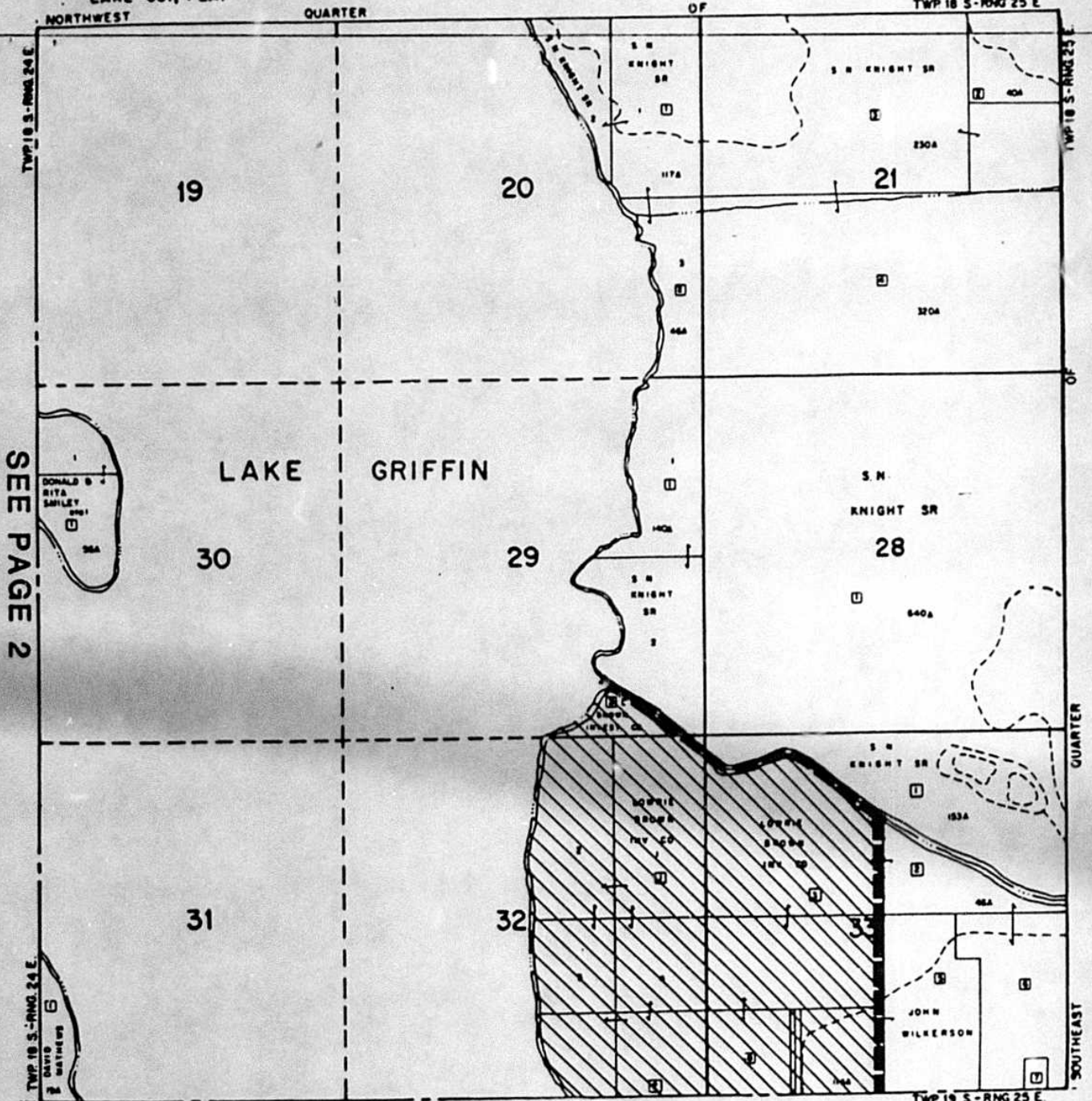
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CITY

BOUNDARY LINE BETWEEN CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 2 OF 13 TOTAL EXHIBITS

TWP 18 S.-RNG.25 E.
SOUTHWEST QUARTER
LAKE CO., FLA.



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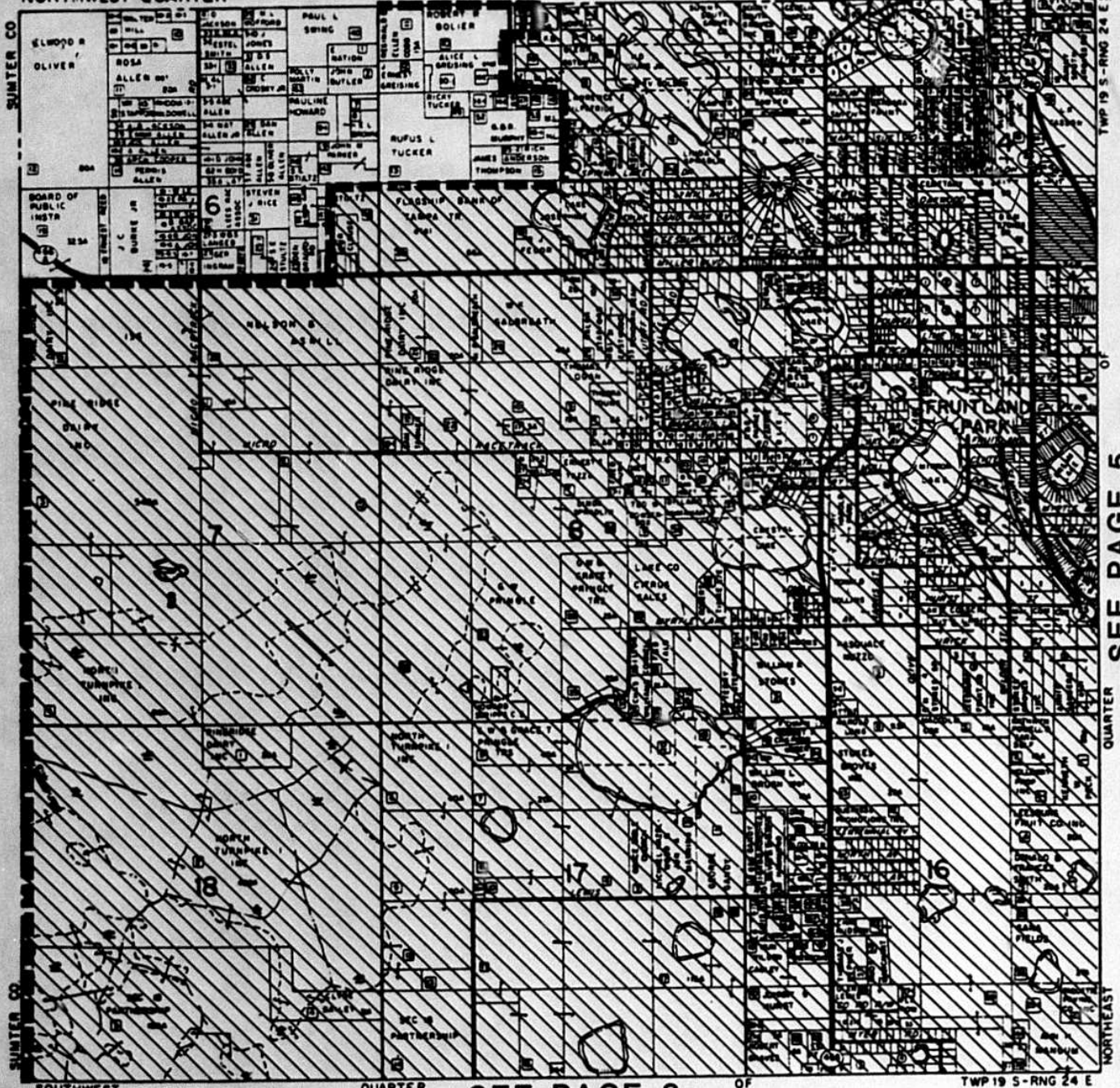
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-  S.E.C.O.
-  CITY

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TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
DATE _____ EXHIBIT NO 3 OF 13 TOTAL EXHIBITS



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CODE

QUARTER

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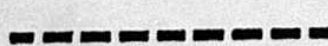
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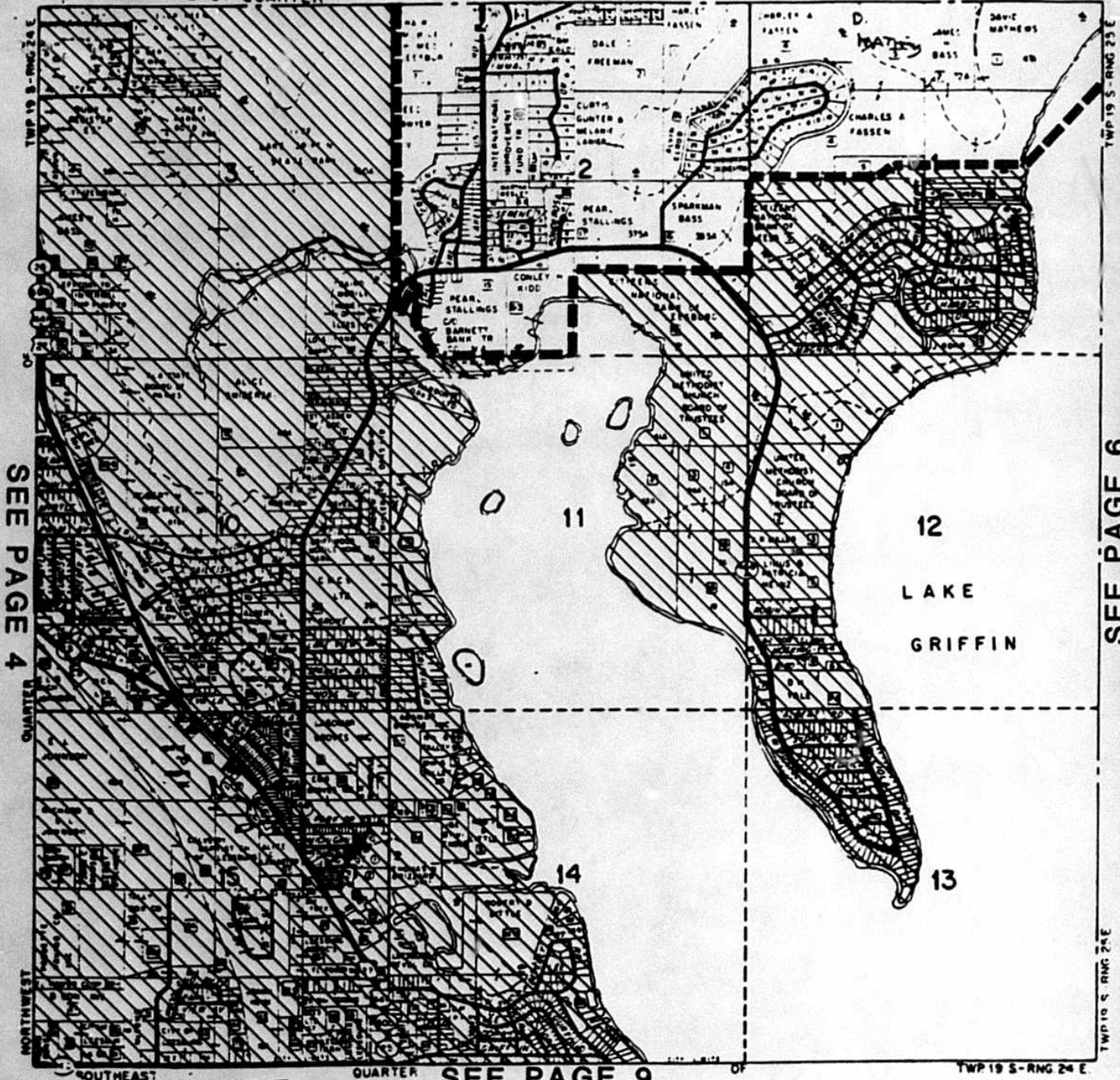
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CITY



BOUNDARY LINE BETWEEN
CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
DATE _____ EXHIBIT NO 4 OF 13 TOTAL EXHIBITS



SEE PAGE 4

SEE PAGE 6

CODE
 S.E.C.O.
 CITY

SEE PAGE 9

----- BOUNDARY LINE BETWEEN CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 5 OF 13 TOTAL EXHIBITS

TWP. 19 S.-RNG. 25 E.
NORTHWEST QUARTER

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TWP 18 S - RNG 25 E

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LAKE
GRIFFIN

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TWP 19 S - RNG 24 E

QUARTER

SOUTHWEST QUARTER

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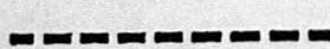
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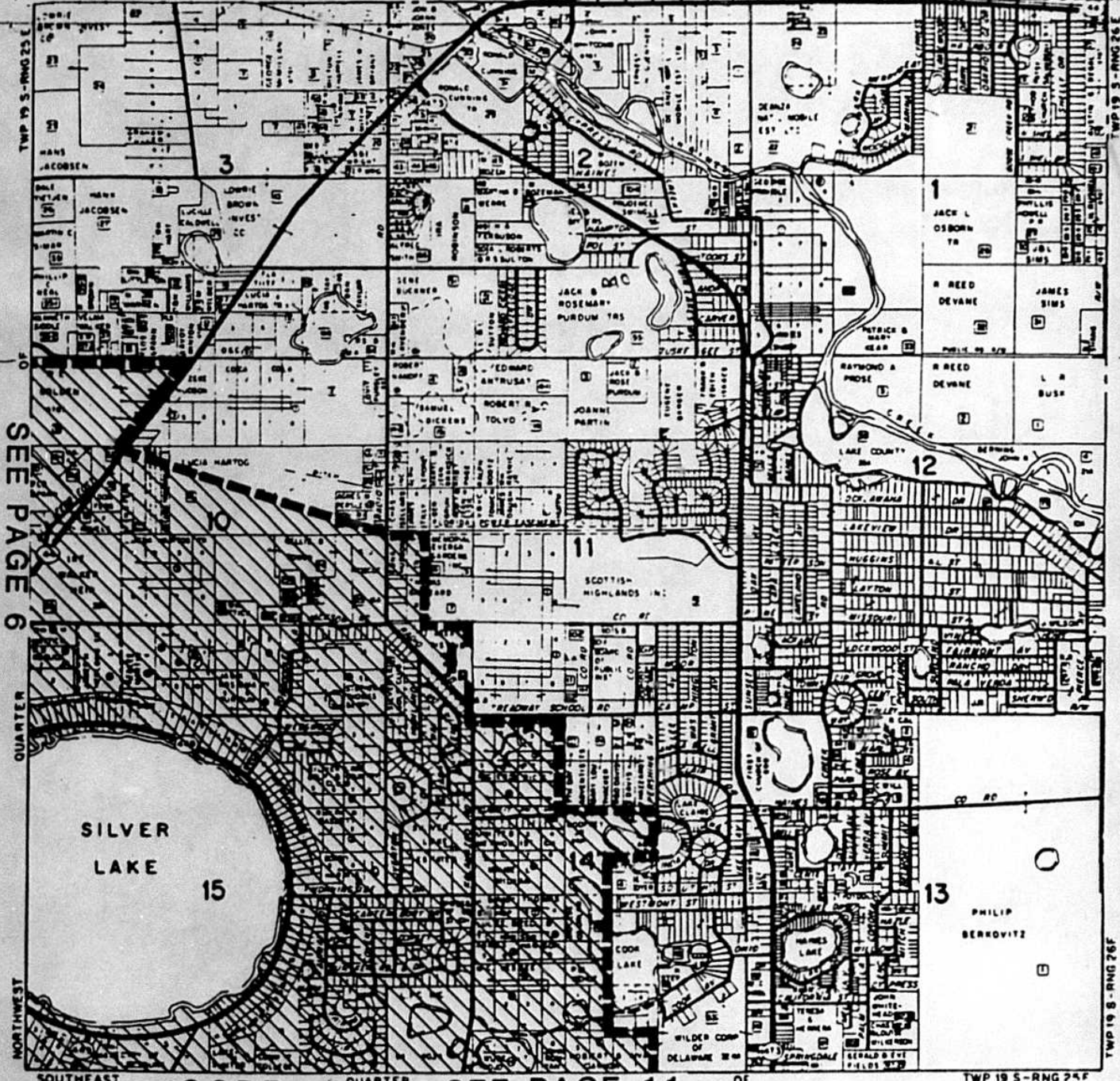


CITY



BOUNDARY LINE BETWEEN
CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
DATE _____ EXHIBIT NO 6 OF 13 TOTAL EXHIBITS



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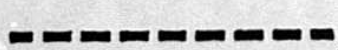
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 CITY

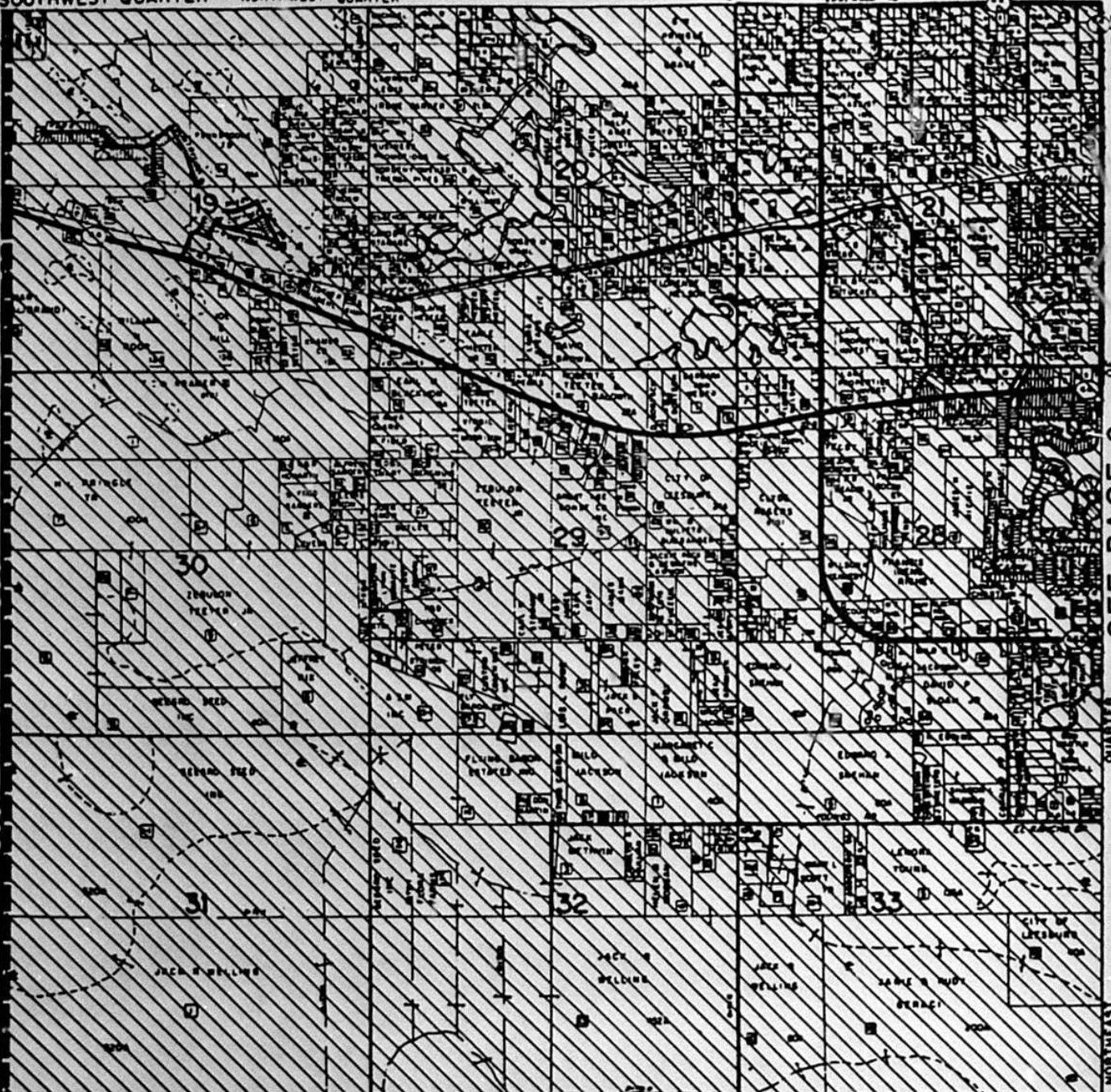


BOUNDARY LINE BETWEEN
 CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 7 OF 13 TOTAL EXHIBITS

SUMTER CO

SUMTER CO



TWP 19 S-RNG 24 E

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NORTHWEST QUARTER

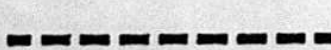
TWP 20 S-RNG 24 E

SEE PAGE 12

TWP 20 S-RNG 24 E

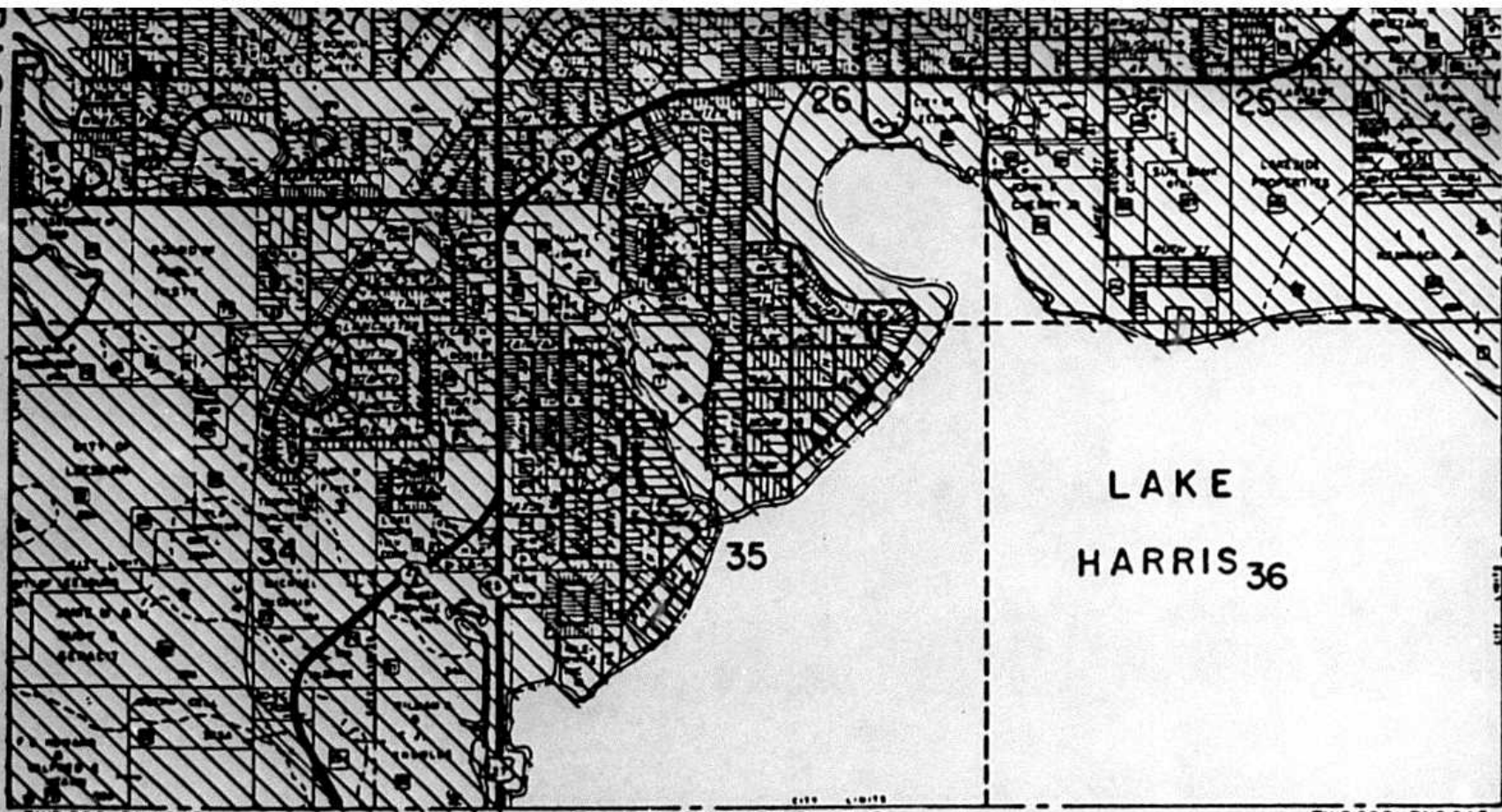


CODE
S.E.C.O.
CITY



BOUNDARY LINE BETWEEN
 CITY OF LEESBURG and SECO

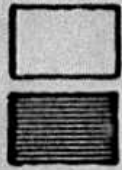
TERRITORIAL AGREEMENT
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 8 OF 13 TOTAL EXHIBITS



TWP 205-RNG 24E

SEE PAGE 13

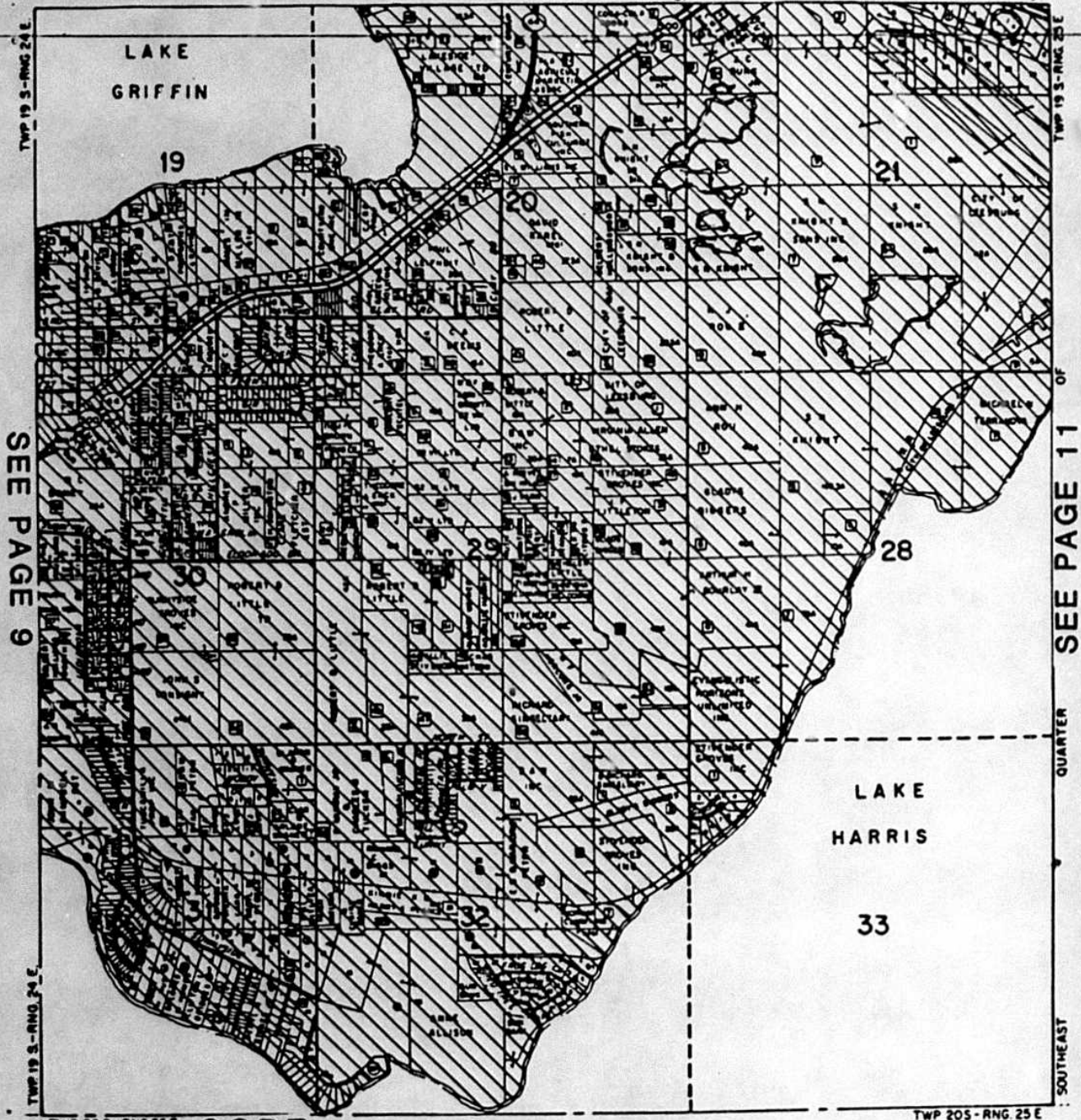
TWP 205-RNG 24E



CODE
S.E.C.O.
CITY

 BOUNDARY LINE BETWEEN
 CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 9 OF 13 TOTAL EXHIBITS



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SEE PAGE 11

TWP 19 S-RNG.24 E.

TWP 19 S-RNG.24 E.

TWP 20 S-RNG.25 E.

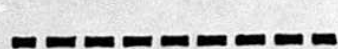
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CODE



S.E.C.O.

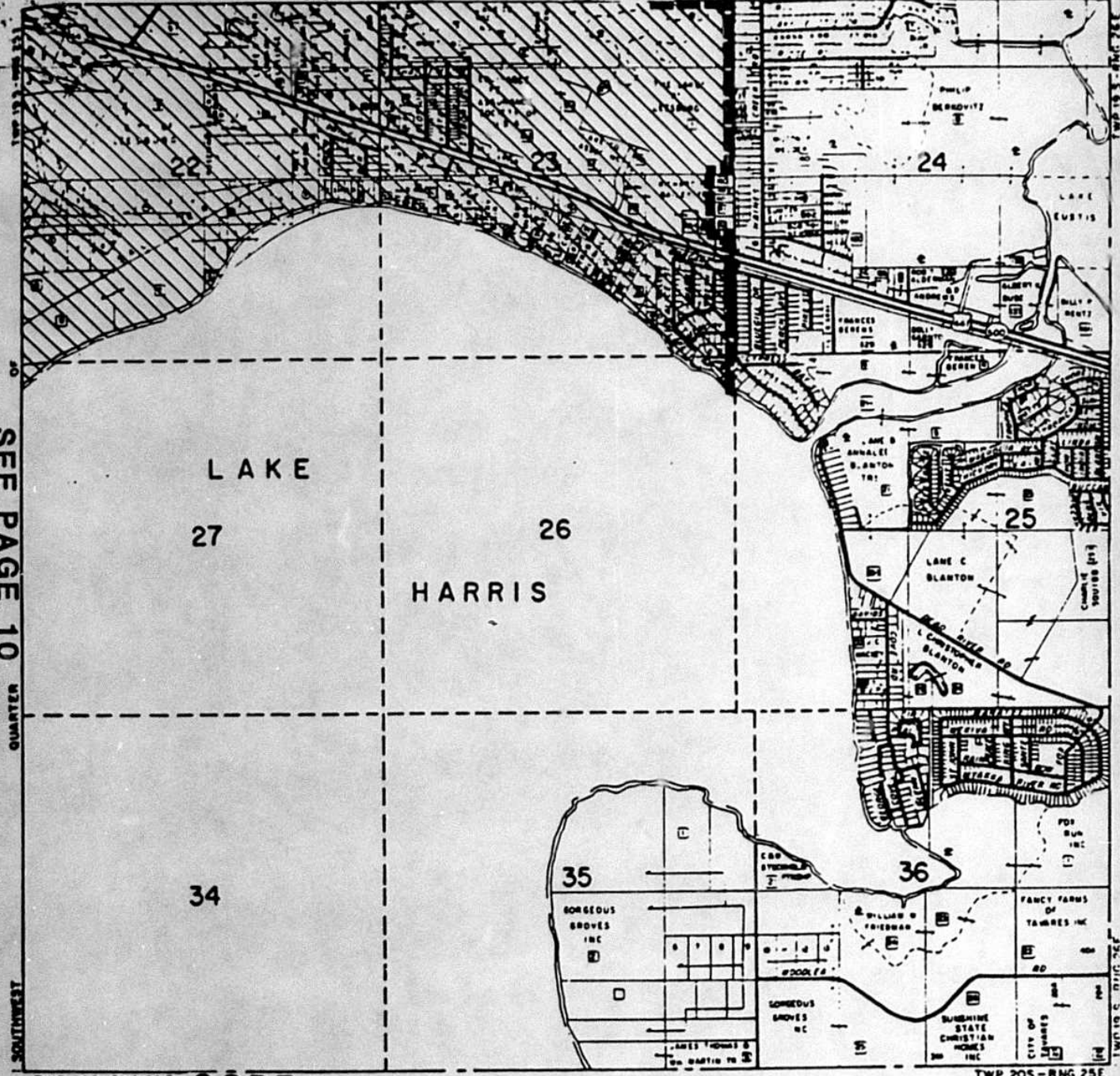
CITY



BOUNDARY LINE BETWEEN CITY OF LEESBURG and SECO

TERRITORIAL AGREEMENT
 BETWEEN
 SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
 DATE _____ EXHIBIT NO 10 OF 13 TOTAL EXHIBITS

SEE PAGE 10
QUARTER



CODE

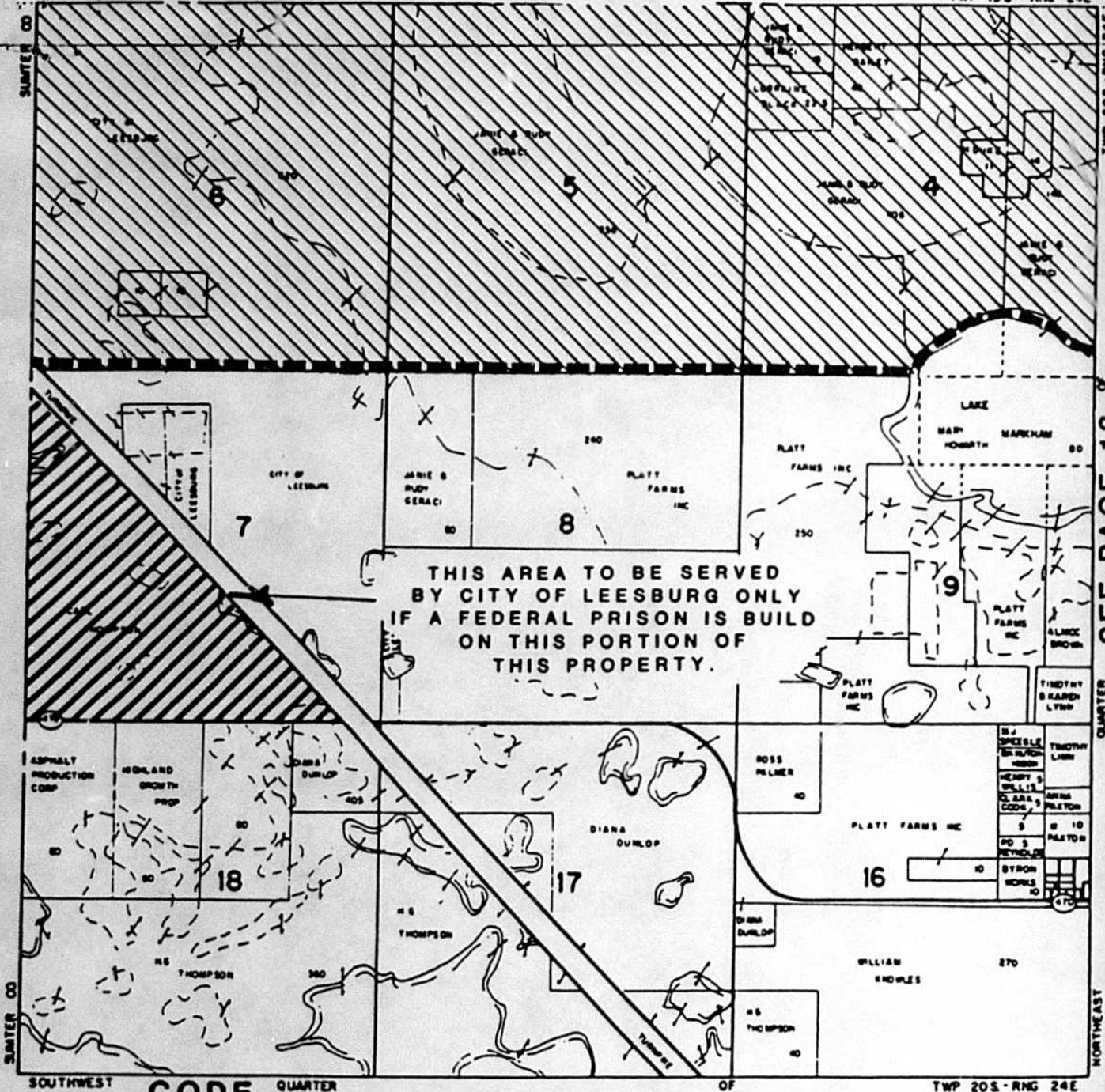


S.E.C.O.
CITY

BOUNDARY LINE BETWEEN
CITY OF LEESBURG and SECO

**TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG**

DATE _____ EXHIBIT NO 11 OF 13 TOTAL EXHIBITS

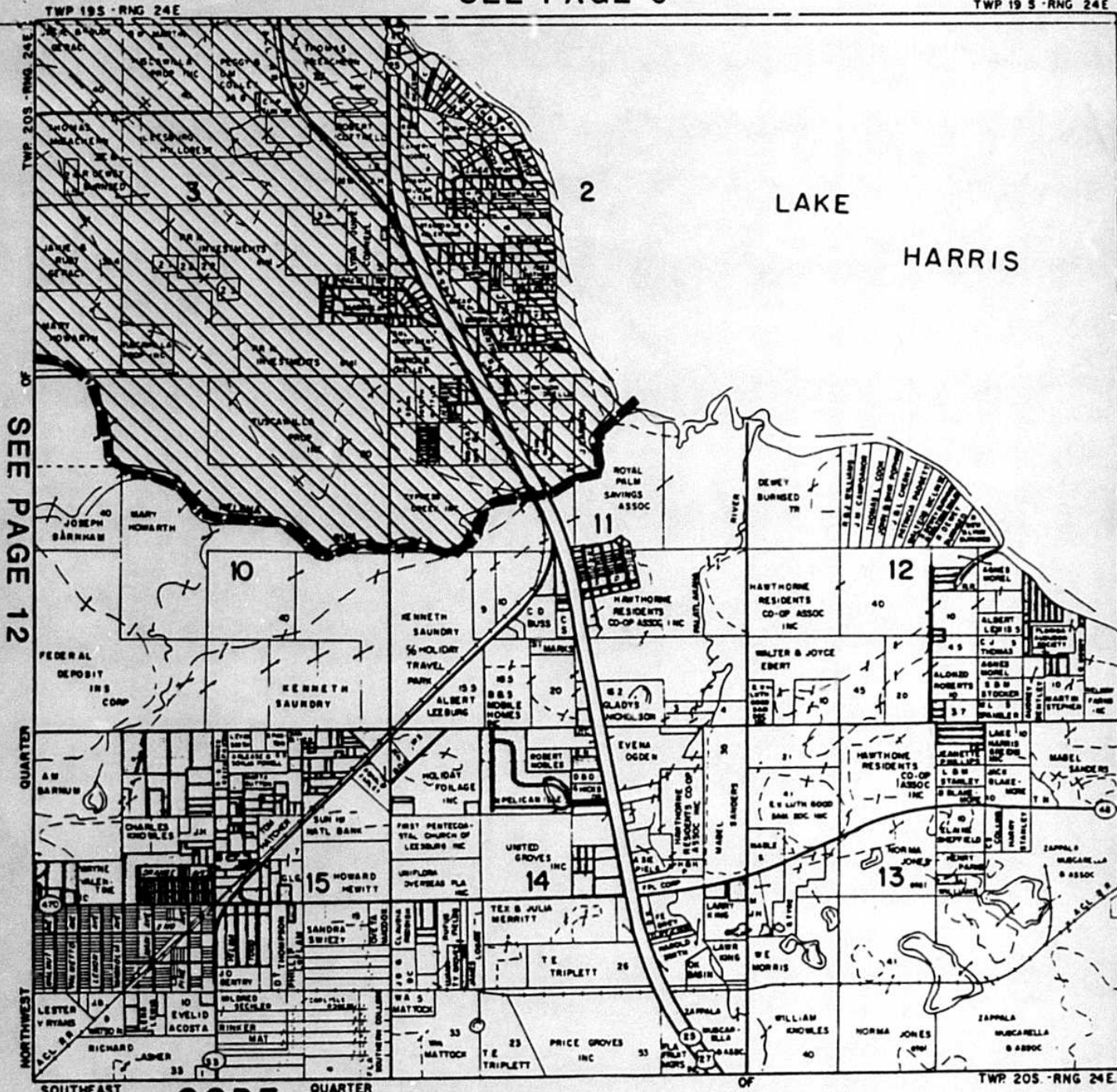


S.E.C.O.
CITY

--- BOUNDARY LINE BETWEEN CITY OF LEESBURG and SECO

**TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG**

DATE _____ EXHIBIT NO 12 OF 13 TOTAL EXHIBITS



SEE PAGE 12

CODE

 **S.E.C.O.**

 **CITY**

 **BOUNDARY LINE BETWEEN CITY OF LEESBURG and SECO**

TERRITORIAL AGREEMENT
BETWEEN
SUMTER ELECTRIC COOP. INC. and CITY OF LEESBURG
DATE _____ EXHIBIT NO 13 OF 13 TOTAL EXHIBITS

TERRITORIAL AGREEMENT

Between

SUMTER ELECTRIC COOPERATIVE, INC. and THE CITY OF LEESBURG

The following is a metes and bounds description in Lake County, Florida, describing the territorial boundary line between Sumter Electric Cooperative, Inc., and the City of Leesburg in Lake County, Florida.

Begin at the intersection of the north waters edge of Lake Harris and the East boundary line of Section 26, Township 19 South, Range 25 East; run thence North along the East line of said Section 26, to the Northeast corner of said Section 26, continue North along the East boundary line of Section 23, Township 19 South, Range 25 East, to the North right-of-way line of U.S. Highway 441/State Road 500; run thence Westerly along the North right-of-way line of said Highway 441, 300'±, to a property boundary line intersecting said U.S. Highway 441; run thence North along said property boundary line, to an intersection with the South line of the North 1/2 of section 23, Township 19 South, Range 25 East, said South line being the South boundary line of the "Lakes of Leesburg" a subdivision in Lake County, Florida, run thence Easterly along said South line to the East boundary line of said Section 23; run thence North along the East boundary line of said Section 23, to the Northeast corner of said Section 23; run thence Westerly along the North boundary line of said Section 23, to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 23; run thence North along the East boundary of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 19 South, Range 25 East, to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 14; run thence West along the South boundary line of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 14, to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 14; run thence North along the West boundary of the East 1/2 of the West 1/2 of the East 1/2 of said Section 14, to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 14; run thence East along the South boundary of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 14; to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 14; run thence North along the East boundary line of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 14, to the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 14; run thence West along the North boundary line of the Southwest 1/4 of the Northeast 1/4 of said Section 14, to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 14; run thence North along the East boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 14, to the centerline of Treadway School Road, also being the North boundary line of said Section 14; run thence West along the centerline of Treadway School Road to the intersection of the centerline of Radio Road; run thence North along the east boundary line of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 19 South, Range 25 East, 660'± to the Southwesterly property line of Scottish Highlands Phase VV; run thence Northwesterly along said Scottish Highlands Phase VV 420'± to the

EXHIBIT "B"

TERRITORIAL AGREEMENT

Between

SUMTER ELECTRIC COOPERATIVE, INC., and THE CITY OF LEESBURG

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West line of said Scottish Highlands Phase VV; run thence North along said West line of Scottish Highlands Phase VV to the North boundary of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 11; run thence East along the North boundary of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 11 to the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 11; run thence North along the East boundary line and it's extension thereof, of the Northwest 1/4 of the Southwest 1/4 of said Section 11, to the center line of the Florida Power Corporation's electrical transmission line; run thence westerly along the centerline of the said Florida Power Corporation's transmission line to the centerline of Radio Road; thence continue West and Northwesterly along the centerline of said Florida Power Corporation's transmission line as shown on drawing prepared by Hall-Farner & Associates, Job Order No. 01180, dated August 8, 1979, to the centerline of County Road 44, run thence Northeasterly along said centerline of County Road 44, to the intersection of the South boundary line of Section 3, Township 19 South, Range 25 East; run thence Westerly along the South boundary of said Section 3 and the South boundary of Section 4, Township 19 South, Range 25 East, to the Southwest corner of the Southeast 1/4 of said Section 4, run thence North along the West boundary of the East 1/2 of said Section 4 and along the West boundary of the East 1/2 of Section 33, Township 18 South, Range 25 East to the centerline of Haines Creek; run thence Northwesterly along the centerline of Haines Creek to the waters edge of Lake Griffin, thence Southwesterly across Lake Griffin to an intersection with the North line of the South 1/2 of Section 1, Township 19 South, Range 24 East and the westerly waters edge of Lake Griffin, run thence West along the said North line of the South 1/2 of said Section 1, to the East boundary line of Section 2, Township 19 South, Range 24 East, run thence South along the East boundary line of said Section 2, to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 2; run thence West along the North boundary line of the South 1/2 of the Southeast 1/4 of said Section 2, to the centerline of County Road C-466A (Picciola Road); run thence westerly along said centerline of County Road C-466A, to the West boundary line of said Section 2; run thence North along the West boundary of said Section 2, to the Northwest corner of said Section 2; thence continue North along the East boundary of Section 34, Township 18 South, Range 24 East to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34; run thence West along the North boundary of the South 1/2 of the South 1/2 of said Section 34, to the East boundary of Section 33, Township 18 South, Range 24 East; thence continue West along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 33, to the centerline of State Road 500, also known as U.S. Highway 27; run thence Northerly along the centerline of State Road 500 to the North line of the South 1/2 of said Section 33; run thence West along the said North line of the South 1/2 of said Section 33, and the North line of the South 1/2 of Section 32, Township 18 South, Range 24 East, to the West boundary line of said Section 32, run thence South along the West boundary of said Section 32, to the Northwest corner of Section 5, Township 19 South, Range 24 East; run thence East along the North line of Section 5 to the centerline of Spring Lake Drive; thence continue East 330'±;

TERRITORIAL AGREEMENT

Between

SUMTER ELECTRIC COOPERATIVE, INC., and THE CITY OF LEESBURG

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run thence South 330', run thence West 330'± to the centerline of Spring Lake Drive; run thence in a southerly direction along said centerline of Spring Lake Drive to the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 5; run thence East along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 5, to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 5, run thence South along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 5 to the North line of the South 1/2 of said Section 5; run thence West along said North line to the East boundary line of Section 6, Township 19 South, Range 24 East; thence continue West to the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 6; run thence South along the West boundary of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 6; to the centerline of County Road C466A; run thence West along said centerline of said County Road C466A to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 6, thence continue West along the North line of said Southwest 1/4 of the Southwest 1/4 of Section 6 to the West boundary line of said Section 6; run thence South along the West boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 6; thence continue South along the West boundaries of Sections 7, 18, 19, 30 and 31, Township 19 South, Range 24 East; thence continue South along the West boundary of Section 6, Township 20 South, Range 24 East, to the Southwest corner of said Section 6, run thence East along the South boundaries of Sections 6 and 5, Township 20 South, Range 24 East, to the Southeast corner of said Section 5; thence continue East along the South boundary of Section 4, Township 20 South, Range 24 East, to the waters edge of Lake Markham; thence continue Easterly and Southerly along the shores of Lake Markham to the intersection of the centerline of Helena Run; thence continue Easterly along the centerline of Helena Run to the shores of Lake Harris being in Section 11, Township 20 South, Range 24 East.

Also, begin at the Southwest corner of Section 7, Township 20 South, Range 24 East, run thence East along the centerline of County Road 470 to the West right-of-way of the Florida Turnpike; run thence Northwesterly along the West right-of-way of the Florida Turnpike to the West boundary of said Section 7; run thence South along the West Boundary of said Section 7, to the Point of Beginning.