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**FLORIDA PUBLIC SERVICE COMMISSION**

Fletcher Building  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

**MEMORANDUM**

AUGUST 28, 1991

**TO :** DIRECTOR, DIVISION OF RECORDS AND REPORTING

**FROM :** DIVISION OF ELECTRIC AND GAS (COLSON) *RC*  
DIVISION OF LEGAL SERVICES (BROWN) *MCB* *RLT*

**RE :** DOCKET NO. 910678-EU - JOINT PETITION OF CLAY ELECTRIC COOPERATIVE, INC. AND CITY OF NEWBERRY, FLORIDA FOR APPROVAL OF TERRITORIAL AGREEMENT.

**AGENDA:** SEPTEMBER 10, 1991 - CONTROVERSIAL - PROPOSED AGENCY ACTION

**PANEL:** FULL COMMISSION

**CRITICAL DATES:** NONE

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**DISCUSSION OF ISSUES**

**ISSUE 1:** Should the Commission grant the petition of Clay Electric Cooperative, Inc. (Clay) and the City of Newberry (Newberry) for approval of their territorial agreement?

**RECOMMENDATION:** Yes. The Commission should grant the petition.

**STAFF ANALYSIS:** On June 13, 1991, Clay and Newberry filed a joint petition for approval of a territorial agreement they executed on January 24, 1991. The territorial agreement establishes exclusive retail service territories between the parties in and around Newberry in Alachua County, Florida, and runs for a period of eighteen years from the date of Commission approval. The petition states that the agreement was executed to prevent unreasonable and uneconomic duplication of electric facilities in the affected areas.

The agreement contemplates the transfer of five (5) residential customers from Clay to Newberry. Newberry has no customers located in the proposed territory assigned to Clay. The petition states that all the affected customers were contacted by

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letter on February 27, 1991, and all responded favorably to the transfer. The agreement provides that all customers will be transferred from Clay to Newberry within one year of the Commission's approval of the agreement. Neither party shall 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 2.3 of the agreement.

The agreement also provides that Newberry shall not have the right to acquire by eminent domain or condemnation any customers or facilities located in Clay's territory even if that portion of Clay's territory is in the city limits or is subsequently annexed by Newberry.

The agreement does not, and is not intended to prevent either party from providing bulk power supply to wholesale customers for resale wherever they may be located.

Having reviewed the proposed agreement, staff believes that it satisfies the provisions of Section 366.04(2)(d), Florida Statutes and Commission Rule 25-6.0440, Florida Administrative Code. Staff also believes that the agreement satisfies the intent of Section 366.04 (5), Florida Statutes to avoid further uneconomic duplication of generation, transmission, and distribution facilities in the state. The agreement is in the best interest of the general body of ratepayers and should be approved. As Rule 25-6.040(1), Florida Administrative Code, specifically states, upon approval of the agreement, any modification, changes, or corrections to the agreement must be approved by the Commission.

**ISSUE 2:** Should this Docket be closed?

**RECOMMENDATION:** Yes.

**STAFF ANALYSIS:** This Docket should be closed if no protest, notice of appeal, or motion for reconsideration is timely filed.

910678EU.MCB

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: ~~STATE OF FLORIDA VS. JAMES EARL RAY~~ | Request No:  
~~STATE OF FLORIDA VS. JAMES EARL RAY~~ |

~~STATE OF FLORIDA VS. JAMES EARL RAY~~

~~THE STATE OF FLORIDA, by and through its Attorney General, and the City of Hialeah, Florida (collectively, the petitioners), by and through their undersigned counsel, and petition the Florida Public Service Commission for approval of a settlement agreement between the parties and said:~~

~~1) This petition is filed pursuant to the Commission's jurisdiction under Section 366.04(1), Florida Statutes;~~

~~2) The parties have entered into a settlement agreement concerning ~~the~~ ~~same~~ to be served by them in and around the City of Hialeah, Alachua County, Florida; a copy of said settlement agreement being attached hereto and made a part hereof by reference;~~

~~3) The parties feel that this Agreement is fair and equitable and is in the best interest of the consumers of each party in the affected areas;~~

~~4) This Agreement was entered into by the parties after much deliberation and consideration of the best interests of the consumers of both parties and represents an attempt to prevent unreasonable and unnecessary duplication of electric facilities in the affected areas;~~

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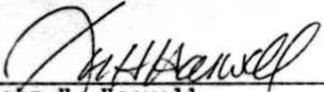
5) As a consequence of this Agreement, if appeared by the Commission, five (5) residential customers of Clay will be transferred to Newberry. Clay and Newberry contacted each of the five customers and explained the transfer and differences in the rates. All five customers responded favorably to the transfer.

WHEREFORE, the parties respectfully pray that this Commission enter an order approving the Territorial Agreement between the parties and ordering the parties to comply with the terms thereof.

DATED this 7<sup>th</sup> day of May, 1991.

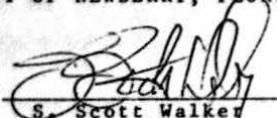
Respectfully submitted,

CLAY ELECTRIC COOPERATIVE, INC.

By: 

John H. Haswell  
Attorney for Clay Electric  
Cooperative, Inc.  
P.O. Box 23879  
Gainesville, FL 32602  
(904)376-5226  
Florida Bar No.162536

CITY OF NEWBERRY, FLORIDA

By: 

S. Scott Walker  
Attorney for City of Newberry,  
Florida  
Gainesville, FL 32602  
(904)372-8401  
Florida Bar Number:

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**TERRITORIAL AGREEMENT**  
**BETWEEN**  
**CLAY ELECTRIC COOPERATIVE, INCORPORATED**  
**AND THE**  
**CITY OF NEWBERRY**

1/8/91

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AGREEMENT

Section 0.1 THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between CLAY ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "CLAY"), party of the first part, and the City of Newberry, a Municipal Government organized and existing under the laws of the State of Florida (herein called the "CITY"), party of the second part;

WITNESSETH:

Section 0.2 WHEREAS, Clay, 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 Alachua County, Florida, and elsewhere; and

Section 0.3 WHEREAS, the City, 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 Alachua, State of Florida, and pursuant to such authority presently

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furnishes electricity and power to customers in areas of Alachua County, Florida; and

Section 0.4 WHEREAS, the respective areas of service of the parties hereto are contiguous in many places in Alachua 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, may create hazardous situations, and fails to provide the most economical and cost effective service to the utility consumer, these being 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 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;

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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 areas on the county map attached hereto as Exhibit "A" and which differentiate and divide Clay Territorial Area from the City Territorial Area as more particularly described in the description attached hereto and marked Exhibit "B". In the event of any discrepancy between Exhibit "A" and Exhibit "B", Exhibit "B" shall prevail.

Section 1.2 Clay Territorial Areas - As used herein, the term "Clay Territorial Area" shall mean the geographic area shown on Exhibit "A" lying outside the shaded areas, together with all adjacent areas that do not comprise territorial areas of other electric suppliers.

Section 1.3 City Territorial Areas - As used herein, the term "City Territorial Area" shall mean the geographic area shown on Exhibit "A" lying within the shaded areas and labeled "City".

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

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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 rating 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 location, to either City or Clay 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 Service Facilities - As used herein, the term "Service Facilities" shall mean all poles, lines, lighting equipment, meters and transformers, together with related equipment, facilities and property rights, used solely or useful solely in furnishing electricity to customers to be transferred or exchanged hereunder. Service facilities, shall not include any property still needed by the transferring party to serve any of its other customers.

Section 1.10 Annexed Area - As used herein, the term "Annexed Area" shall mean any area presently located in Clay's Territorial Area and subsequently annexed by and to the City of Newberry.

Section 1.11 Replacement Cost - As used herein, the term

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"Replacement Cost" shall mean all cost of labor, material, and overhead, needed to construct like facilities at the time of transfer.

## ARTICLE II

### AREA DESIGNATIONS AND NEW CUSTOMERS

Section 2.1 Service Areas - The Clay Territorial Areas, as herein defined, are hereby set aside to Clay as its retail service areas for the term hereof; and the City Territorial Areas, as herein defined, are hereby set aside to the City 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 New Customers - The parties shall each have the right 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 2.3 below.

Section 2.3 Interim Service - Where either party entitled to serve a New Customer pursuant to Section 2.2 above believes that the extension of its facilities to such New Customer would not be appropriate or compatible with its existing operational requirements but would be compatible with its future plans, the

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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 service 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 2.2 above.

Section 2.4 Transfer - Customers located within the city limits of City as of the date of the agreement and within the City Territorial Areas shall be transferred from Clay to City within one year from this date. Clay shall be paid compensation therefor in accordance with Section 2.5 hereof by the City. Existing customers being served by one party but located in the territorial area of the other party may request to become customers of the other party at any time after approval of this Agreement, in which event the parties agree that such customer shall then be transferred if it is or as soon as it is economically and operationally feasible to do so.

Section 2.5 Compensation - All services subject to transfer, 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 the amount established in this section. The Transferee shall compensate the Transferor based upon the then current replacement cost less depreciation calculated on a thirty (30) year straight line basis.

b) In addition to any compensation due in Section (a), the Transferee will 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 are billed during the preceding year.

c) In addition to compensation due in Section (a) 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) Deposits - 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 2.6 Resolution by a Consulting Engineer - If the parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.5, 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 registered in the State of Florida to resolve the dispute.

Section 2.7 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

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parties, each party paying 50% of the cost of such services.

✓ Section 2.8 Resolution by the Circuit Court - If the parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.5, and if Clay and City are unable to agree upon the selection of a Consulting Engineer within 90 days after receiving a written request by either party for such selection, either Clay or City may, after ten (10) days' written notice to the other party of its intent to do so, petition the Circuit Court of Alachua County, Florida, to determine the payment required in Section 2.5. 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. Court costs shall be assessed equally against the parties.

Section 2.9 Bulk Power Supply for Resale - Nothing herein shall be construed to prevent either party from providing bulk power supply to wholesale customers for resale purposes wheresoever they may be located. Further, no other provision of this Agreement shall be construed as applying to bulk power for resale.

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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 clearances 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 expressed 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 ✓

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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 the City or Clay to serve any of their own facilities wheresoever they may be located and for such purpose to construct all necessary lines and facilities; PROVIDED, HOWEVER, that such party shall construct, operate and maintain said lines and facilities in such manner as to minimize any interference with the operation of the other party's facilities.

#### ARTICLE IV

#### ANNEXATIONS

Section 4.1 Annexed Areas - On any portion of the area outside the City territorial area and within Clay territorial area which is within the city limits of the City or is subsequently annexed by and into the city limits of the City, the City may impose a franchise agreement with respect to such portions upon reasonable terms of conditions, but the City shall have no right to acquire by eminent domain, condemnation or otherwise any customers or facilities of the Cooperative in any portion designated as Clay territorial area.

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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 eighteen (18) years from the date of the Florida Public Service Commission's approval of this Agreement.

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

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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.

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Section 8.3 Notices - Notices given hereunder shall be deemed to have been given to Clay if mailed by Certified Mail, postage prepaid, to: General Manager, Clay Electric Cooperative, Inc., Post Office Box 308, Keystone Heights, Florida 32656; and to the City if mailed by Certified Mail, postage prepaid, to: Mayor, City of Newberry, Post Office Box 369, Newberry, Florida 32669. 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, hereof, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

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IN WITNESS WHEREOF, this Agreement has been caused to be executed in triplicate by Clay in its name by its President, and its Corporate Seal hereto affixed by the Secretary of Clay, and by the City in its name by its Mayor, 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: CLAY ELECTRIC COOPERATIVE, INC.

By: Thomas L. Malphus By: Floyd L. Hinson (SEAL)  
Vice President President

ATTEST: CITY OF NEWBERRY

By: Geneva B. Hinson By: Frank L. Wainwright (SEAL)  
City Clerk Mayor

APPROVED: \_\_\_\_\_  
Florida Public Service Commission Date

Approved as to Form Legality [Signature]  
City Attorney

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EXHIB A

NW 298 ST

NORTH

CITY

7

6

CITY

C.E.C.

31

NW 282 ST

C.E.C. SW 30 AVE

CITY

CO RD 337

8

5

32

CO RD 337

S RD 26

NW 8 LANE

C.E.C.

CITY

9

4

T. 10 S., R. 17 E.

T. 9 S., R. 17 E.

33

CITY

C.E.C.

NEWBERRY

SW 30 AVE

S RD 45 (US 41)

10

CITY

CITY

C.E.C.

34

C.E.C.

3

CO RD 26A

P.O.B.

CO RD 235

SW 15 AVE

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EXHIBIT B

December 3, 1990

**TERRITORIAL BOUNDARY LINE IN AND ABOUT THE CITY OF NEWBERRY,  
ALACHUA COUNTY, FLORIDA**

A territorial boundary line in Townships 9 and 10 South, Range 17 East, Alachua County, Florida described as follows:

Begin at the Southeast corner of Section 34, Township 9 South, Range 17 East situated on the centerlines of County Road 26-A and State Road 26; thence along said centerline of County Road 26-A, run South 88 degrees 14 minutes 58 seconds West, 1846.47 feet; thence North 01 degree 45 minutes 02 seconds West, 40 feet to the Southeast corner of Hammock Oaks Apartments as described in Official Record Book 1390 pages 807 and 808 of the Public Records of said County; thence along the East line of said lands, North 01 degree 45 minutes 02 seconds West, 589.84 feet; thence along the North line of the aforesaid lands, South 88 degrees 22 minutes 02 seconds West, 780 feet, more or less, to the centerline of County Road 235; thence Northerly along said centerline 800 feet, more or less, to the North line of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 34; thence Westerly along said North line and continuing along the North line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said section, 1500 feet, more or less, to the East line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 34; thence Northerly along said East line, 1320 feet, more or less, to the North line of the aforesaid Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence along said North line, and continuing along the North line of the South  $\frac{1}{2}$  of Section 33, aforesaid Township and Range, 6600 feet, more or less, to the West line of said Section 33; thence Southerly along said West section line, 2640 feet, more or less, to the centerline of County Road N.W. 8 Lane situated along the South line of aforesaid Section 33; thence Westerly along the said centerline of County Road N.W. 8 Lane, as it traverses the South line of Section 32, said Township and Range, 5280 feet, more or less, to the Southeast corner of Section 31, aforesaid Township and Range; thence continue Westerly along the South line of said Section 31, a distance of 5280 feet, more or less, to the division line between aforesaid Alachua County and Gilchrist County; thence Southerly along said County division line, 11,200 feet, more or less, to an intersection with the centerline of County Road S.W. 30 Avenue situated along the South line of Section 7, Township 10 South, Range 17 East; thence Easterly along said centerline of County Road S.W. 30 Avenue as it traverses the South line of Sections 7 and 8, said Township and Range, 5900 feet, more or less, to an intersection with the centerline of County Road 337; thence continue Easterly along said centerline of County Road 337 as it traverses the aforesaid South line of Section 8, a distance of 4300 feet, more or less, to an intersection with the centerline of County Road S.W. 30 Avenue; thence continue Easterly along said centerline of County Road S.W. 30 Avenue as it traverses the South line of Sections 8 and 9, Township 10 South, Range 17 East, 5600 feet, more or less, to the East line of said Section 9; thence Northerly along said East section line, 1320 feet, more or less, to the North line of the

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EXHIBIT B

South  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, said Township and Range; thence Easterly along said North line, 1250 feet, more or less, to the centerline of State Road 45 (U.S. Highway 41); thence Northwesterly along said centerline of State Road 45, a distance of 4390 feet, more or less, to an intersection with the South line of the North  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the aforesaid Section 10; thence Easterly along said South line, 2640 feet, more or less, to the East line of said North  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 10; thence Northerly along said East line, and continuing along the East line of the Southwest  $\frac{1}{4}$  of Section 3, Township 10 South, Range 17 East, 3960 feet, more or less, to the South line of the Northeast  $\frac{1}{4}$  of said Section 3; thence Easterly along said South line, 2640 feet, more or less, to the East line of said Section 3; thence Northerly along said East line, 2640 feet, more or less, to the Point of Beginning.

CITY TERRITORIAL AREA

The geographical area lying within and encompassed by the courses of the above-described territorial boundary line and labeled "City" on the accompanying map.

COOPERATIVE TERRITORIAL AREA

The geographical area lying outside and immediately adjacent to the courses of the above-described territorial boundary line and labeled "CEC" on the accompanying map.

/ot/terrnew