

agreement is to delineate and separate the parties' respective service areas in Pasco County. The parties wish to settle the dispute so that present and future customers of both utilities will efficiently and expeditiously receive natural gas service. They also want to avoid the needless and wasteful expenditures that would result from duplication of service facilities. At present, neither party is serving near the proposed boundary, and therefore no customers or facilities will be transferred. The agreement will not cause a decrease in the reliability of natural gas service to the existing or future ratepayers of either utility.

At our Agenda Conference on May 2, 1995, we reviewed the merits of the proposed agreement, and we heard comments from Mr. Dara Khoyi, general manager of Serenova Ltd. and chairman of the Board of Supervisors of the Serenova Development District, a proposed residential development in western Pasco County. The geographical area proposed for the development is near the territorial boundary established by the parties' territorial agreement. Most of the area would be part of Clearwater's service territory, with a small portion in Peoples' territory across a road that marks the proposed boundary. Mr. Khoyi objected to inclusion of the Serenova property in Clearwater's service area, because the proposed development is outside the City of Clearwater's municipal boundaries. The Commission has no rate jurisdiction over the city's municipal gas system, and Mr. Khoyi explained that customers in the development would not have the right to vote in city elections, and thus would have no control over the management of the utility or the rates it would charge.

We understand Mr. Khoyi's concerns, but they appear to us to be speculative at this time. The Serenova development is a proposed development. No bonds have been sold to finance the project. No construction has begun. There are no customers in the development who would be affected by our approval of the agreement. The standard of review that we must follow when we are asked to approve a territorial agreement is whether the agreement causes a detriment to the public interest. See Utilities Commission of the City of New Smyrna Beach v. Florida Public Service Commission, 469 So.2d 731 (Fla. 1985) and Fort Pierce Utilities Authority v. Beard, 626 So. 2d 1356 (Fla. 1993). We hesitate to disapprove an agreement that is otherwise in the public interest because of allegations of potential harm to future customers in a development that has not been built. If circumstances change, however, and the development goes forward, we would consider a request to modify the territorial boundary if it can be shown that the boundary causes a detriment to the public interest.

The territorial agreement provides that it will become effective on the date of expiration of the appeal period following issuance of the Commission order approving the agreement. If the City of Clearwater does not obtain all financing and governmental approvals necessary to extend its facilities into the new territorial area, the agreement will automatically terminate one year after the Commission vote. If the City does obtain all financing and necessary governmental approvals within one year, the agreement will continue in effect until modifications are agreed upon and approved by the Commission. The parties will also meet before the second anniversary of the agreement and every fifth year thereafter, to review the status of the agreement. At those times, they will submit a status report on the agreement to the Commission. The review and report provisions will facilitate Commission supervision of the agreement.

Upon consideration, we believe that the territorial agreement is in the public interest, and its adoption will further our longstanding policy of avoiding unnecessary and uneconomic duplication of facilities. We approve the agreement and dismiss the territorial dispute. It is therefore,

ORDERED that the territorial agreement between Clearwater Gas System, a Division of the City of Clearwater, and Peoples Gas System, Inc. is hereby approved. It is further

ORDERED that the Petition to resolve territorial dispute with Clearwater Gas System, a Division of the City of Clearwater, by Peoples Gas System, Inc. is dismissed. It is further

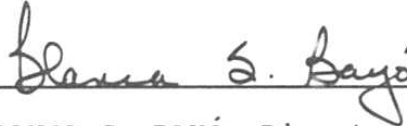
ORDERED that Attachment A to this order is incorporated by reference herein. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket should be closed.

ORDER NO. PSC-95-0620-AS-GU
DOCKET NO. 940660-GU
PAGE 4

By ORDER of the Florida Public Service Commission, this 22nd
day of May, 1995.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, by the close of business on June 12, 1995.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

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Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

boundaries set forth in the Agreement, and the dismissal of PGS's pending petition to resolve the territorial dispute between the parties.

5. Attached to the Agreement are Exhibits "A" and "B". Exhibit "A" is a map depicting Pasco County, Florida, and identifying the boundary lines which divide the respective proposed service areas of PGS and CGS. Exhibit "B" is a legal description necessary for the clarification of a portion of the boundary line.

6. Absent the Commission's approval of the Agreement, PGS's and CGS's plans for providing retail natural gas service in Pasco County would overlap. PGS and CGS submit that approval of the Agreement will avoid the future uneconomic duplication of facilities by PGS and CGS.

7. Each of PGS and CGS represents that approval and implementation of the Agreement will not cause a decrease in the availability or reliability of natural gas service to existing or future ratepayers of either PGS or CGS.

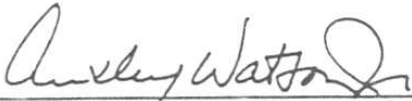
8. Each of PGS and CGS represents that the Agreement, and its approval by the Commission, is in the best interest of the public.

WHEREFORE, PGS and CGS respectfully request that the Commission enter an order approving and adopting the Agreement.

DATED this 21st day of March, 1995.


PEOPLES GAS SYSTEM, INC.

CLEARWATER GAS SYSTEM



ANSLEY WATSON, JR. of
Macfarlane Ausley Ferguson
& McMullen
Post Office Box 1531
Tampa, Florida 33601-1531
813/273-4200

ATTORNEYS FOR PGS



WILLIAM J. PEEBLES, ESQ.
310 West College Avenue
Tallahassee, Florida 32301
904/681-7383

ATTORNEY FOR CGS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Joint Motion has been furnished by hand delivery this 21st day of March, 1995, to Martha Carter Brown, Esquire, Division of Legal Services, Florida Public Service Commission, Fletcher Building, 101 E. Gaines Street, Tallahassee, Florida 32399-0863.



WILLIAM J. PEEBLES

AGREEMENT

Section 0.1 This AGREEMENT is made and entered into this 17th day of March, 1995, by and between the CLEARWATER GAS SYSTEM of the CITY OF CLEARWATER, a municipal corporation organized and existing under the laws of the State of Florida ("Clearwater"), and PEOPLES GAS SYSTEM, INC., a corporation organized and existing under the laws of the State of Florida ("PGS"). Clearwater and PGS are hereinafter sometimes referred to singularly as "Party" and collectively referred to as "Parties."

WITNESSETH:

Section 0.2 WHEREAS, Clearwater is presently providing natural gas service to private individuals, firms, corporations and governmental entities in Pinellas County, both within and without the corporate limits of the City of Clearwater, and adjacent to Pasco County; and

Section 0.3 WHEREAS, PGS is presently providing natural gas service to persons, firms, corporations and governmental entities throughout portions of the State of Florida, including certain areas of Pasco County, Florida; and

Section 0.4 WHEREAS, a dispute has arisen between Clearwater and PGS regarding service to potential natural gas customers located in Pasco County, and PGS's petition to resolve such dispute is presently pending before the Florida Public Service Commission ("PSC") in Docket No. 940660-GU; and

Section 0.5 WHEREAS, Clearwater and PGS desire to settle the dispute between them in Docket No. 940660-GU in order that present and future applicants for natural gas service may expeditiously obtain such service from one or the other of them; and

Section 0.6 WHEREAS, the respective areas of retail service of the Parties are contiguous in certain places with the result that duplication of service facilities may occur in the future unless such duplication is precluded by virtue of this Agreement; and

Section 0.7 WHEREAS, the Parties recognize that any duplication of said service facilities may result in needless and wasteful expenditures that are detrimental to the public interest; and

Section 0.8 WHEREAS, the Parties desire to avoid and eliminate the circumstances giving rise to the aforesaid potential duplications and toward that end have established a Territorial Boundary Line to delineate their respective retail territorial areas in Pasco County; and

Section 0.9 WHEREAS, the PSC is empowered by the legislature of the State of Florida, pursuant to section 366.04(3)(a), Florida Statutes, to approve territorial agreements between natural gas utilities;

Section 0.10 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being

interdependent, the Parties, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Natural Gas As used herein, the term "Natural Gas" shall mean: natural gas, manufactured gas, liquefied gas with air admixture, or a similar gaseous substance furnished to the public by pipeline.

Section 1.2 Clearwater Territorial Area As used herein, the term "Clearwater Territorial Area" shall mean the area labeled Clearwater Gas System Pasco County Service Area on Exhibit "A" of this Agreement.

Section 1.3 PGS Territorial Area As used herein, the term "PGS Territorial Area" shall mean the area labeled Peoples Gas System Pasco County Service Area on Exhibit "A" of this Agreement.

Section 1.4 Existing Customers As used herein, the term "Existing Customers" shall mean those natural gas customers of either Party taking service from that Party on the effective date of this Agreement.

Section 1.5 Point of Use As used herein, the term "Point of Use" shall mean the end-use natural gas facilities of a customer, as distinct from the point of connection or point of metering.

Section 1.6 New Customers As used herein, the term "New Customers" shall mean those consumers applying for natural gas service for a Point of Use in the Territorial Area of either Party during the term of this Agreement.

Section 1.7 Territorial Area As used herein, the term "Territorial Area" shall mean either or both, where appropriate, the Clearwater Territorial Area or the PGS Territorial Area.

Section 1.8 Territorial Boundary Line As used herein, the term "Territorial Boundary Line" shall mean the boundary line so labeled, designating the dividing line between the areas shown on Exhibit "A" of this Agreement, which dividing line is further described as follows:

Beginning at the Gulf of Mexico at the northwest corner of Section 30, Township 25 South, Range 16 East and then running easterly along the section lines approximately 0.5 mile north of Ridge Road to the westernmost property line of the frontage property along the western side of Little Road and then generally northerly along the westernmost property lines of the frontage properties along the western side of Little Road to the centerline of SR 52 and then generally easterly along the centerline of SR 52 to the easternmost boundary of the Serenova Development, intersecting at the centerline of SR 52. Then following the eastern and southern boundary lines of the Serenova Development (the legal description of such Development being attached hereto and made a part hereof as Exhibit "B") and then westerly along the southern boundary of the Serenova Development to the northeast corner of Section 2, Township 26 South, Range 17 East and then southerly along the east line of Sections 2, 11, 14, 23, 26 and 35 of Township 26 South, Range 17 East to the Hillsborough/Pasco County line. The above description is intended to include within the Clearwater Territorial Area all properties lying south of SR 52 owned by Serenova, Ltd., as of the date of this agreement which are herein referred to as the Serenova Development. Additionally, all parcels of property adjacent to the western right of way of Little Road within the described area shall be within the Clearwater Territorial Area.

Section 1.9 Through Pipelines As used herein, the term "Through Pipelines" shall mean pipelines traversing the Territorial Area of the other Party but not serving customers within that Territorial Area.

ARTICLE II
RETAIL NATURAL GAS SERVICE

Section 2.1 In General Except as otherwise specifically provided herein, Clearwater shall have the exclusive authority to furnish retail natural gas service to all New Customers within the Clearwater Territorial Area, and PGS shall have the exclusive authority to furnish retail natural gas service to all its Existing Customers and all New Customers in the PGS Territorial Area.

Section 2.2 Service to New Customers The Parties agree that neither of them will serve or attempt to serve any New Customer whose Point of Use is located within the Territorial Area of the other Party, except as provided in Section 2.4.

If a New Customer or prospective New Customer requests or applies for service from either Party, but such Customer's Point of Use is located in the Territorial Area of the other Party, the Party receiving such a request or application shall refer such New Customer or prospective New Customer to the other Party with citation to this Agreement as approved by the PSC.

Section 2.3 The Parties recognize that, in specific instances, good engineering practices or economic constraints on one of the Parties may from time-to-time indicate that small service areas and/or New Customers should not be served by the Party in whose territory such areas or Customers are then located under Section 2.2. In such instances, the Parties agree to jointly and expeditiously seek approval of the PSC for modification of this Agreement in order to permit the appropriate Party to provide service to such small service areas and/or New Customers.

Section 2.4 To help facilitate the provision of natural gas service to Customers and to minimize costs and delays in providing such service, a Party which has a gas main installed on its side of the Territorial Boundary Line may temporarily serve Customers located on the other side of such Territorial Boundary Line in territory herein reserved to the other Party only (a) if requested by such other Party or (b) if such other Party is unable to provide such service within a reasonable time; provided, however, that when such temporary service is contemplated by a Party, it shall give written notice, setting forth the details of such contemplated service, to the Party in whose territory the Customer is located under Section 2.1 of this Agreement, and to the PSC, before installing any additional facilities needed for the provision of such temporary service. At such time as the Party in whose territory such Customers are located under Section 2.1 has a gas main available for providing, or is otherwise able to provide, natural gas service to such Customers, the Party providing temporary service pursuant to this section shall surrender any such Customers upon the request of the Party in whose territory such Customers are located, and shall convey to such other Party, at replacement cost less depreciation, such gas mains, service lines, and appurtenances thereto previously used by the Party in providing temporary service whether or not such facilities are necessary for the provision of service by the acquiring Party and located in the territory of the Party which will provide service thereafter. Any Customer who receives the temporary natural gas service under the

provisions of this section shall be notified in advance that when service becomes available from the Party in whose territory such Customer is located, the Customer will be required to receive service from such Party at such Party's then-current rates, and that such temporary service is provided only as a temporary convenience to the Customer.

ARTICLE III
OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain Nothing in this Agreement is intended to affect the gate stations, regulators, or gas mains of either Party which are now or which may in the future be located in the service area of the other Party; provided, however, that each Party shall operate and maintain said lines and facilities in such manner as to minimize any interferences with the operations of the other Party. No such facilities shall be used by either Party to provide retail natural gas service to Customers located in the Territorial Area of the other Party except as may be necessary to implement the provisions of Section 2.3 or 2.4 hereof.

ARTICLE IV
PREREQUISITE APPROVAL

Section 4.1 PSC Approval The provisions and the Parties' performance of this Agreement are subject to the regulatory authority of the PSC, and appropriate approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained, and the date of expiration of the appeal period

following issuance of the Order granting PSC 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 PSC for approval. In addition, the Parties agree to jointly petition the PSC to resolve any dispute concerning the provisions of this Agreement or the Parties' performance of this Agreement.

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

Section 4.3 Notwithstanding any approval of this Agreement pursuant to Section 4.1, this Agreement shall automatically terminate one year after the vote to approve the Agreement by the Public Service Commission or one year after the entry of an order by the circuit court for Pinellas County relating to the validation of the City of Clearwater Gas System Revenue Bonds, whichever comes earlier, in the event Clearwater has not, on or before said date, obtained all financing and governmental approvals necessary to provide natural gas service within the Clearwater Territorial Area. In the event this Agreement is terminated pursuant to this Section 4.3, neither Party will have any claim against the other arising under this Agreement.

**ARTICLE V
DURATION**

Section 5.1 Prior to the second anniversary of the effective date of this Agreement and every fifth anniversary

thereafter, the Parties shall meet to review the status of this Agreement and shall submit a joint status report to the Commission.

After this Agreement becomes effective pursuant to Section 4.1 hereof, it shall continue in effect until modification shall be mutually agreed upon and approved by the PSC, or until termination shall be mandated by a governmental entity or court having jurisdiction to mandate such termination or modification.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1 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, attached hereto, signed by both Parties, and approved by the PSC.

Section 6.2 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 provision 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.

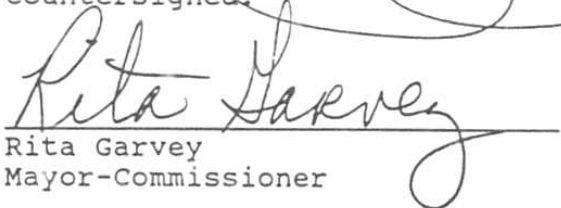
Section 6.3 Notices Notices given hereunder shall be deemed to have been given to Clearwater if mailed by certified mail to: Managing Director, Clearwater Gas System, City of Clearwater, 400 N. Myrtle Avenue, Clearwater, Florida 34615, and to PGS if mailed by certified mail to: Division Manager, Peoples Gas System, Inc., 1800 Ninth Avenue North, St. Petersburg, Florida 33713-7117. Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, the Parties hereto 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 written above.


PEOPLES GAS SYSTEM, INC.

By: 

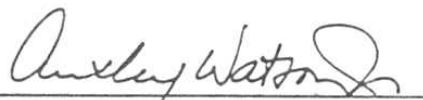
Countersigned:


Rita Garvey
Mayor-Commissioner


Approved as to form and
legal sufficiency:


Pamela K. Akin
City Attorney

Approved as to Legality of Form

By: 
Legal Counsel to Peoples
Gas System

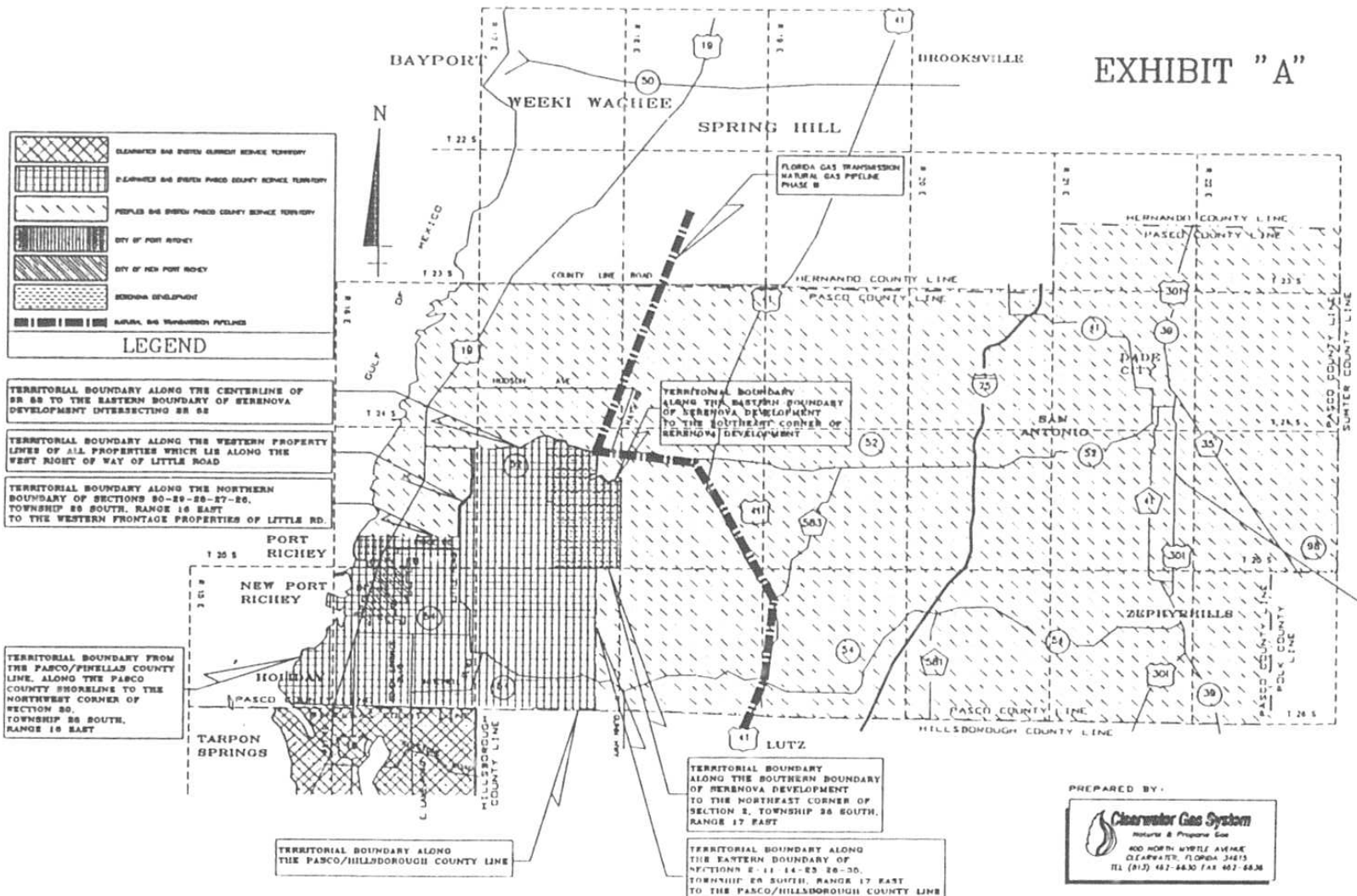
CITY OF CLEARWATER, FLORIDA

By: 
Elizabeth M. Deptula
City Manager

Attest:


Cynthia E. Goudeau
City Clerk

EXHIBIT "A"



PASCO COUNTY NATURAL GAS TERRITORIAL MAP

NOT TO SCALE

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

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

FROM THE COMMON CORNER OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE $S89^{\circ}52'40''W$, ALONG THE SOUTH LINE OF SAID SECTION 2, SAID LINE ALSO BEING THE NORTH LINE OF SAID SECTION 11, 535.81 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HAYS ROAD (A 66' R/W) AS IT NOW EXISTS FOR A POINT OF BEGINNING; THENCE $S00^{\circ}55'00''W$, ALONG SAID WESTERLY R/W LINE, 644.24 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 52 (A 100' R/W); THENCE $S83^{\circ}15'22''W$, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 1,249.67 FEET; THENCE ALONG THE EASTERLY LINE OF THE PROPOSED SUNCOAST RIGHT-OF-WAY LINE $N14^{\circ}12'11''E$, 1,300.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE $S30^{\circ}57'24''E$, 548.93 FEET; THENCE $N89^{\circ}52'40''E$, 650.00 FEET TO THE P.O.B.

CONTAINING 20.848 ACRES, MORE OR LESS.

ALSO:

FROM THE COMMON CORNER OF SECTIONS 2, 3, 10 AND 11, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE $S00^{\circ}14'32''W$, ALONG THE WEST LINE OF SAID SECTION 11, SAID LINE ALSO BEING THE EAST LINE OF SECTION 10, 1,077.56 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 52 (A 100' R/W), FOR A POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE $S80^{\circ}29'27''E$, 445.14 FEET; 2) THENCE 671.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,341.83 FEET, CHORD $S88^{\circ}42'26''E$, 669.58 FEET; 3) THENCE $N82^{\circ}59'28''E$, 1,646.97 FEET; 4) THENCE 47.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 22,868.31 FEET, CHORD $N83^{\circ}03'04''E$, 47.92 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDS OF THE FLORIDA POWER CORPORATION RIGHT-OF-WAY AS RECORDED IN O.R. BOOK 288, PAGES 34 AND 35, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE $S14^{\circ}12'11''W$, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 22,462.13 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE $N00^{\circ}18'05''E$, ALONG SAID LINE, 1,573.48 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 27, $N00^{\circ}11'03''E$, 5,283.47 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE $S89^{\circ}58'36''W$, 1,338.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE $N00^{\circ}26'01''E$, 5,297.98 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE $N01^{\circ}30'11''E$, 2,674.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE $N00^{\circ}01'20''E$, 2,653.98 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE $N00^{\circ}37'39''W$, 3,928.33 FEET TO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE $N89^{\circ}50'03''E$, 1,333.42 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE $N00^{\circ}24'29''W$, ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 10, 864.70 FEET TO THE INTERSECTION OF SAID LINE AND THE SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 52; THENCE ALONG SAID RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE 624.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,341.83 FEET, CHORD $S89^{\circ}59'29''E$, 622.74 FEET; 2) THENCE $S77^{\circ}38'05''E$, 991.92 FEET; 3) THENCE 573.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT

HAVING A RADIUS OF 11,509.16 FEET, CHORD S75°03'46"E, 573.66 FEET; 4) THENCE S80°29'27"E, 525.11 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,780.488 ACRES, MORE OR LESS.

ALSO:

A PARCEL OF LAND LYING WITH SECTIONS 24 AND PORTIONS OF 11, 13, 14, 22, 23, 25, 26, 27 AND 36, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE S00°08'54"W, ALONG THE EASTERLY LINE OF SAID SECTION 36, 3,460.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED SUNCOAST EXPRESSWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BY A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 5,150.00 FEET AND A CENTRAL ANGLE OF 55°10'31"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE 4949.41 FEET, (CHORD BEARING N47°05'34"W, CHORD LENGTH 4,769.98 FEET); THENCE N74°40'49"W, 3,014.84 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2,715.00 FEET AND A CENTRAL ANGLE OF 20°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 947.71 FEET, (CHORD BEARING N64°40'49"W, CHORD LENGTH 942.91 FEET); THENCE N54°40'49"W, 2,594.82 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 3,350.00 FEET AND A CENTRAL ANGLE OF 68°53'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4,027.51 FEET, (CHORD BEARING N20°14'19"W, CHORD LENGTH 3,789.20 FEET); THENCE N14°12'11"E, 14,888.35 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 52; THENCE N83°15'22"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1,827.32 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S00°06'04"E, 4,595.97 FEET; THENCE S89°44'43"E, 15.58 FEET; THENCE S30°12'45"W, 503.03 FEET; THENCE S58°31'25"W, 1,021.07 FEET; THENCE S15°42'58"E, 921.84 FEET; THENCE N75°52'32"E, 2,044.84 FEET; THENCE S37°29'50"E, 2,500.43 FEET; THENCE N44°51'16"E, 1,589.33 FEET; THENCE S52°04'10"E, 1,091.20 FEET; THENCE N83°43'00"E, 738.78 FEET TO THE EASTERLY LINE OF SAID SECTION 13; THENCE S00°08'54"W ALONG THE EASTERLY LINE OF SAID SECTIONS 13, 24 AND 25, 13,221.62 FEET TO THE POINT OF BEGINNING.
CONTAINING 3,460.050 ACRES OF LAND, MORE OR LESS.

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

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

ALSO:

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

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE N89°59'22"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36, 5,294.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N89°58'22"W ALONG THE SOUTHERLY LINE OF SAID SECTION 35, 5,300.86 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE S89°57'57"W ALONG THE SOUTHERLY LINE OF SAID SECTION 34, 935.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE N00°02'04"W, 220.00 FEET; THENCE N89°57'58"E, 936.07 FEET TO THE EASTERLY LINE OF SAID SECTION 34; THENCE N00°14'40"E ALONG SAID EASTERLY LINE, 2,040.00 FEET; THENCE LEAVING SAID LINE N31°28'08"W, 1,043.08 FEET; THENCE S89°57'58"W, 770.00 FEET; THENCE S59°23'10"W, 383.31 FEET; THENCE N62°11'06"W, 873.24 FEET TO THE EASTERLY LINE OF A FLORIDA POWER RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORD BOOK 286, PAGES 34 AND 35 OF THE PUBLIC RECORDS OF PASCO COUNTY.

FLORIDA; THENCE N14°12'11"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 8,282.42 FEET TO THE SOUTHERLY LINE OF THE PROPOSED SUNCOAST EXPRESSWAY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY LINE BY A CURVE TO THE LEFT, HAVING A RADIUS OF 3,850.00 FEET AND A CENTRAL ANGLE OF 68°53'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 4,288.18 FEET, (CHORD BEARING S20°14'19"E, CHORD LENGTH 4,128.64 FEET); THENCE S54°40'49"E, 2,594.82 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 3,015.00 FEET AND A CENTRAL ANGLE OF 20°00'00". THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1,052.43 FEET, (CHORD BEARING S64°40'49"E, CHORD LENGTH 1,047.10 FEET); THENCE S74°40'49"E, 3,014.84 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 4,850.00 FEET AND A CENTRAL ANGLE OF 74°50'01", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 6,334.58 FEET, (CHORD BEARING S37°15'48"E, CHORD LENGTH 5,893.81 FEET) TO THE EASTERLY LINE OF SAID SECTION 36; THENCE S00°08'54"W ALONG SAID EASTERLY LINE, 86.33 FEET, TO THE POINT OF BEGINNING; CONTAINING 1,342.960 ACRES, MORE OR LESS.

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