



Matthew R. Bernier  
Senior Counsel

August 14, 2017

**VIA ELECTRONIC FILING**

Ms. Carlotta Stauffer, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

*Re: Joint Petition of Reedy Creek Improvement District and Duke Energy Florida, LLC, to Approve Amended Territorial Agreement; Docket No. \_\_\_\_\_*

Dear Ms. Stauffer:

On behalf of Duke Energy Florida, LLC, and the Reedy Creek Improvement District, please find attached for filing the original Joint Petition to approve an amended territorial agreement in Orange and Osceola Counties.

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

*/s/Matthew R. Bernier*

Matthew R. Bernier

MRB/db  
Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Reedy Creek  
Improvement District and Duke Energy  
Florida, LLC for approval of a  
Territorial Agreement in Orange and  
Osceola Counties.

Docket No. \_\_\_\_\_

**JOINT PETITION TO APPROVE TERRITORIAL AGREEMENT**

Reedy Creek Improvement District (“RCID”), and Duke Energy Florida, LLC (“DEF”) (collectively, the “Joint Petitioners”) pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440, F.A.C., jointly petition the Florida Public Service Commission (“the Commission”) for approval of the Amended Territorial Agreement between Reedy Creek Improvement District and Duke Energy Florida, LLC (the “Amended Agreement”).

In support hereof, the Joint Petitioners represent as follows;

1. DEF is an electric utility organized under the laws of Florida and is subject to the regulatory jurisdiction of the Florida Public Service Commission pursuant to Section 366.04(2), F.S. DEF’s principal offices are located in St. Petersburg, Florida.
2. RCID is a special district, organized and existing under the laws of the State of Florida, and is authorized to furnish electric power to areas of Orange and Osceola Counties in Florida.

3. For purposes of this Joint Petition, the contact information of the Joint Petitioners shall be that of their respective undersigned attorneys and all pleadings, notices, and other communications in this matter should be served on the Joint Petitioners' undersigned attorneys.

4. The Parties are currently operating in Orange and Osceola Counties under the existing territorial agreement between RCID and DEF that was approved by the Commission in Order No. PSC-94-0580-FOF-EU on May 17, 1994, and amended by Order No. PSC-10-0206-PAA-EU, issued April 5, 2010, in Docket No. 090530-EU (the "Existing Agreement"). The Existing Agreement expires September 30, 2017.

5. To best avoid duplication of services and wasteful expenditures as well as to best protect the public health and safety from potentially hazardous conditions, the Joint Petitioners desire to amend the Existing Agreement by entering into the Amended Agreement delineating their respective service boundaries in Orange and Osceola Counties. The Amended Agreement is attached hereto as Attachment A along with accompanying maps and written descriptions delineating the territorial boundaries to which the Parties have agreed.

6. The Parties have determined that the current territorial boundary line is represented herein in Exhibit A. The territorial boundary modification represents (i) the Black Lake parcel that was de-annexed from the RCID political boundary on June 12, 2008, (ii) an area in the vicinity of I-4 and Osceola Parkway that was de-annexed from the RCID political boundary on January 31, 1996, and (iii) an area in the vicinity of CR535 and Apopka Vineland Road that is in the RCID political boundary and served by RCID.

Pursuant to its charter, RCID cannot furnish retail electric power outside of its political boundary.

7. The Amended Agreement has been negotiated for a term of 30 years beyond its current term. After expiration of the 30 year term provided herein, this Amended Agreement shall remain in effect until and unless either Party provides written notice of termination no less than twelve (12) months prior to the date of termination.

8. There are no customer transfers associated with this Agreement and therefore no affected customers requiring notification under Rule 25-6.0440(1)(d), F.A.C.

9. The Commission has long recognized that properly constructed territorial agreements between adjacent utilities are in the public interest. This Amended Agreement will avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions. For these reasons, the Joint Petitioners believe and therefore represent that the Commission's approval of this Amended Agreement is in the public interest.

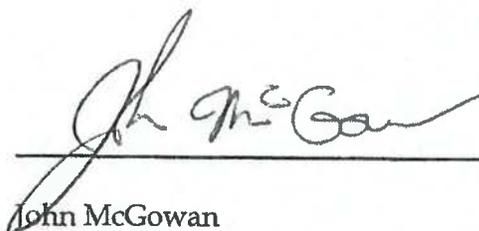
WHEREFORE, RCID and DEF respectfully request that the Commission grant this Joint Petition and approve the Amended Agreement to replace the Existing Agreement for the purposes of extending the term of the Existing Agreement, and to update the Existing Agreement to better avoid duplication of services and wasteful expenditures, as well as protect the public health and safety from potentially hazardous conditions.

Respectfully submitted,



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Dianne Triplett  
Associate General Counsel  
Duke Energy Florida  
Post Office Box 14042  
St. Petersburg, Florida 33733-4042  
Telephone: 727-820-4692  
Facsimile: 727-820-5041  
  
Email: [dianne.triplett@duke-energy.com](mailto:dianne.triplett@duke-energy.com)  
Attorney for DUKE ENERGY FLORIDA, LLC.



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John McGowan  
Counsel  
Reedy Creek Improvement District  
Post Office Box 10170  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, FL 32830  
Telephone: 407-828-2241  
Facsimile: 407-934-6200  
  
Email: [john.m.mcgowan@disney.com](mailto:john.m.mcgowan@disney.com)  
Attorney for Reedy Creek Improvement District

# Attachment A

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## **Amended Territorial Agreement**

Reedy Creek Improvement District

and

Duke Energy Florida, LLC.

AMENDED TERRITORIAL AGREEMENT

Reedy Creek Improvement District, (“RCID”), Duke Energy Florida, LLC. (“DEF”) (collectively, the “Parties”) enter into this Amended Territorial Agreement (the “Amended Agreement”) on this 3rd day of August, 2017.

WITNESSETH:

WHEREAS, RCID, a special district organized and existing by virtue of legislative authority, and DEF, an electric utility organized under the laws of Florida and is subject to the regulatory jurisdiction of the Florida Public Service Commission pursuant to Section 366.04(2), F.S., are each authorized, empowered and obligated by their corporate charters and laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas in Orange and Osceola Counties; and

WHEREAS, RCID and DEF are Parties to a territorial agreement delineating their respective service territories in Orange and Osceola Counties which was approved by the Florida Public Service Commission (“Commission”) in Order No. PSC-94-0580-FOF-EU, issued on May 17, 1994, in Docket No. 940071-EU, and amended by Commission Order No. PSC-94-0580-EU, issued April 5, 2010, in Docket No. 090530-EU (“Existing Agreement”); and

WHEREAS, the Parties desire to further amend the Existing Agreement through this Amended Agreement pertaining to Orange and Osceola Counties in order to

continue operational efficiencies and customer service improvements in the aforesaid Counties, while continuing to eliminate circumstances that could give rise to the uneconomic duplication of service facilities and hazardous situations that territorial agreements are intended to avoid; and

WHEREAS, the Commission is empowered by the Florida legislature, pursuant to section 366.04(2)(d), Florida Statutes, to approve territorial agreements and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1: Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary line(s) depicted on the maps attached hereto as Exhibit A which delineate and differentiate the Parties' respective Territorial Areas in Orange and Osceola Counties. Additionally, pursuant to Rule 25-6.0440 (10(a), a

written description of the territorial areas served by each Party is attached hereto as Exhibit B.

Section 1.2: RCID Territorial Area. As used herein, the term “RCID Territorial Area” shall mean the geographic areas in Orange and Osceola Counties allocated to RCID as its retail service territory and labeled as “Reedy Creek Improvement District” on the maps contained in Exhibit A.

Section 1.3: Duke Energy Territorial Area. As used herein, the term “Duke Energy Territorial Area” shall mean the geographic areas in Orange and Osceola Counties allocated to Duke Energy as its retail service territory and labeled as “Duke Energy” on the maps contained in Exhibit A.

Section 1.4: Point of Use. As used herein, the term “Point of Use” shall mean the location within the Territorial Area of a Party where a customer’s end-use facilities consume electricity, wherein such Party shall be entitled to provide electric service under this Amended Agreement, irrespective of where the customer’s point of delivery or metering is located.

Section 1.5: Existing Customers. As used herein, the term “Existing Customer” shall mean any person receiving retail electric service from either RCID or DEF on the Effective Date of this Amended Agreement.

Section 1.6: New Customers. As used herein, the term “New Customers” shall mean those customers applying for electric service during the term of this Amended Agreement at a Point of Use in the territorial area of either Party which has not previously been served by either utility.

Section 1.7: Temporary Service Customers. As used herein, the term “Temporary Service Customers” shall mean customers who are being temporarily served under the temporary service provisions of the Agreement.

Section 1.8: Commission. As used herein, the term “Commission” shall mean the Florida Public Service Commission.

Section 1.9: Effective Date. As used herein, the term “Effective Date” shall mean the date on which the final Order of the Commission granting approval of this Amended Agreement in its entirety becomes no longer subject to judicial review.

## ARTICLE II

### RETAIL ELECTRIC SERVICE

Section 2.1: In General. Except as otherwise specifically provided herein, RCID shall have the exclusive authority to furnish retail electric service within the RCID Territorial Area and DEF shall have the exclusive authority to furnish retail electric service within the DEF Territorial Area. The Territorial Boundary Line shall not be altered or affected by any change that may occur in the corporate limits of any municipality or county lying within the RCID Territorial Area or the DEF Territorial Area, through annexation or otherwise, unless such change is agreed to in writing by the Parties and approved by the Commission.

Section 2.2: Service to New Customers. The Parties agree that neither will knowingly serve nor attempt to serve any New Customer whose Point of Use is located within the Territorial Area of the other Party, except as specifically provided in Sections

2.3, 4.2, and 4.3 below. However, in those instances where the Territorial Boundary Line traverses the property of an individual New Customer or prospective New Customer, the Party in whose service area the preponderance of the Customer's electric energy usage is expected to occur shall be entitled to serve all of the Customer's usage. The Parties will promptly notify the Commission if one Party is going to serve a New Customer whose property spans both Parties' Territorial Areas pursuant to this Section.

Section 2.3: Temporary Service. The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer's Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area such Point of Use is located. In such instances, upon written request by the Party in whose Territorial Area the New Customer's Point of Use is located, the other Party may, in its sole discretion, agree in writing to temporarily provide service to such New Customer until such time as the requesting Party provides written notice of its intent to serve the Point of Use. Prior to the commencement of Temporary Service, the Party providing such service shall inform the New Customer of the temporary nature of its service and that the other Party will ultimately serve the New Customer. Any such agreement for Temporary Service which lasts, or is anticipated to last, for more than one year shall be submitted to the Commission for approval in accordance with Section 5.1 hereof. Such Temporary Service shall be discontinued upon written notice from the requesting Party of its intent to provide service, which the Parties shall coordinate to minimize any inconvenience to the customer. The Party providing Temporary Service hereunder shall not be required to

pay the other Party for any loss of revenue associated with the provision of such Temporary Service, nor shall the Party providing temporary service be required to pay the other party any going concern value.

Section 2.4: Referral of Service Request. In the event that a prospective New Customer requests or applies for service from either party to be provided to a Point of Use located in the Territorial Area of the other Party, the Party receiving the request or application shall advise the prospective New Customer that such service is not permitted under this Amended Agreement as approved by the Commission, and shall refer the prospective New Customer to the other Party.

Section 2.5: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Amended Agreement in which either Party has begun to inadvertently provide retail electric service to a customer's Point of Use located within the Territorial Area of the other Party after the Effective Date of this Amended Agreement, service to such customer will be transferred to such other Party at the earliest practical time, but in any event within twelve months of the date the inadvertent service error was discovered. Until service by the other Party can be reasonably established, the inadvertent service will be deemed to be Temporary Service provided and governed in accordance with Section 2.3 above.

### ARTICLE III

#### TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.1: In General. There are no known customers or facilities to be transferred pursuant to this Amended Agreement.

In the event circumstances arise during the term of this Amended Agreement in which the Parties agree that, based on sound economic considerations or good engineering practices, an area located in the Territorial Area of one Party would be better served if reallocated to the service territory of the other Party, the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary line that places the area in question (the "Reallocated Area") within the Territorial Area of the other Party and transfer of the customers located in the Reallocated Area to the other Party.

### ARTICLE IV

#### OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Other than as expressly provided for herein, no generating plant, transmission line, substation, distribution line or related equipment shall be subject to transfer or removal hereunder; provided, however, that each Party shall operate and maintain its lines and facilities in a manner that minimizes any interference with the operations of the other Party.

Section 4.2: RCID Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of RCID to serve any facility of

RCID located in the DEF Territorial Area which is used exclusively in connection with RCID business as an electric utility; provided, however, that RCID shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of DEF in the Duke Energy Territorial Area.

Section 4.3: Duke Energy Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of DEF to serve any DEF facility located in the RCID Territorial Area which is used exclusively in connection with DEF business as an electric utility; provided, however, that DEF shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of RCID in the RCID Territorial Area.

## ARTICLE V

### PREREQUISITE APPROVAL

Section 5.1: Commission Approval. The provisions and the Parties' performance of this Amended Agreement are subject to the regulatory authority of the Commission, and appropriate approval by the Commission of this Amended Agreement in its entirety shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This Amended Agreement shall have no effect whatsoever until Commission approval has been obtained. Any proposed modification to this Amended Agreement shall be submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the Parties' performance hereunder.

Upon approval of the Commission, this Amended Agreement shall be deemed to replace the Existing Agreement between Parties regarding their respective retail service areas in Orange and Osceola Counties.

Section 5.2: Liability in the Event of Disapproval. In the event approval pursuant to Section 5.1 is not obtained, neither Party shall have claim against the other Party arising under this Amended Agreement and the terms of the Existing Agreement shall remain in full force and effect.

## ARTICLE VI

### DURATION

Section 6.1: Term. This Agreement shall continue and remain in effect for a period of thirty years from the Effective Date. After expiration of the thirty year term provided herein, this Amended Agreement shall remain in effect until and unless either Party provides written notice of termination. Such written notice shall be provided as contemplated by Section 8.3 and shall be provided no less than twelve months prior to the date of termination.

## ARTICLE VII

### CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Amended Agreement is intended to define, establish, or affect in any manner, the rights of either Party hereto relative to any other electric utility not a party to this Amended Agreement with respect to the furnishing of retail electric service, but not limited to, the service territory of

either Party. The Parties understand that RCID or DEF may, from time to time and subject to Commission approval, enter into territorial agreements with other electric utilities that have adjacent or overlapping service areas and that, in such event, nothing herein shall be construed to prevent RCID or DEF from designating any portion of its Territorial Area under this Amended Agreement as the retail service area of such other electric utility.

Section 7.2: Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Amended Agreement shall be interpreted and construed, among other things, to further Florida's policy of actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission, and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties respective obligations to serve.

## 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 Amended Agreement, the only terms and conditions agreed upon are those set forth herein, and no alteration, modification, enlargement, or supplement to this Amended Agreement shall be binding upon either of the Parties hereto unless agreed to in writing by both Parties, and approved by the Commission.

Section 8.2: Successors and Assigns. Nothing in this Amended Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person or corporation, other than the Parties, any right, remedy, or claim under or by reason of this Amended 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 and their respective representatives, successors, and assigns.

Section 8.3: Notices. Notices and other written communications contemplated by this Amended Agreement shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

|  |                                |
|--|--------------------------------|
| To RCID:                               | To Duke Energy Florida LLC:    |
| John Clase Jr., District Administrator | Harry Sideris, State President |
| Reedy Creek Improvement District       | Duke Energy Florida, LLC       |
| PO Box 10170                           | PO Box 14042                   |
| Lake Buena Vista, Florida 32830        | St. Petersburg, Florida 33733  |
| Facsimile: 407-934-6200                | Facsimile: 727-820-5041        |

Either Party may change its designated representative or address to which such notices or communications shall be sent by giving written notice thereof to the other Party in the manner herein provided.

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

REEDY CREEK IMPROVEMENT DISTRICT

By   
District Administrator

ATTEST:

  
Secretary

(SEAL)

DUKE ENERGY FLORIDA, LLC

By   
State President

ATTEST:

  
Associate General Counsel

(SEAL)

|  |
|--|
| DUKE ENERGY, INC.<br>LEGAL DEPARTMENT<br>APPROVED BY: _____<br>DATE: _____ |
|--|

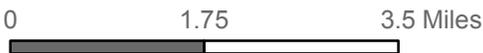
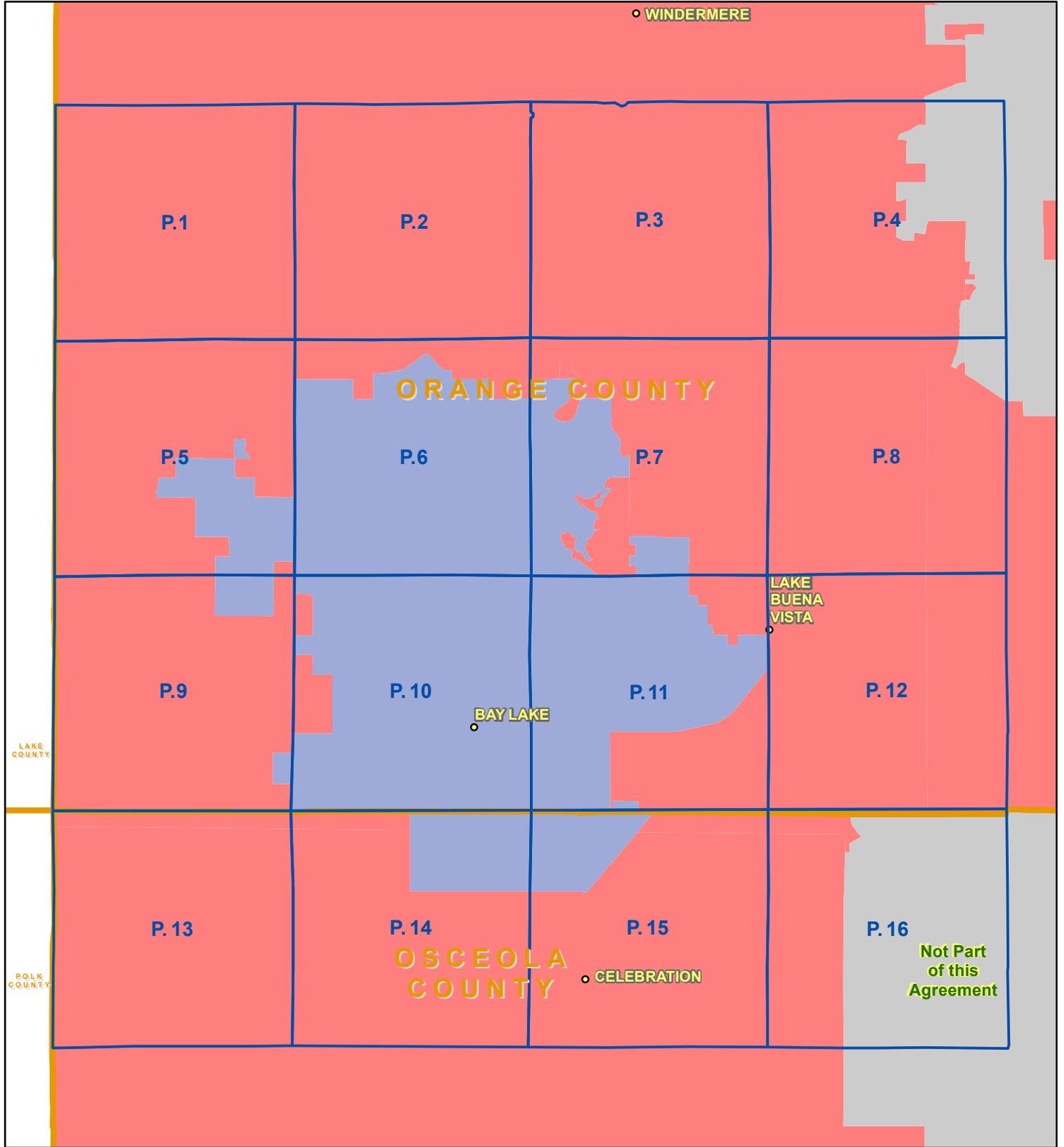
# Exhibit A

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## Territorial Agreement Maps Delineating the Territorial Service Boundaries in Orange and Osceola Counties



**DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT  
TERRITORIAL AGREEMENT  
ORANGE and OSCEOLA COUNTIES  
PAGE INDEX**



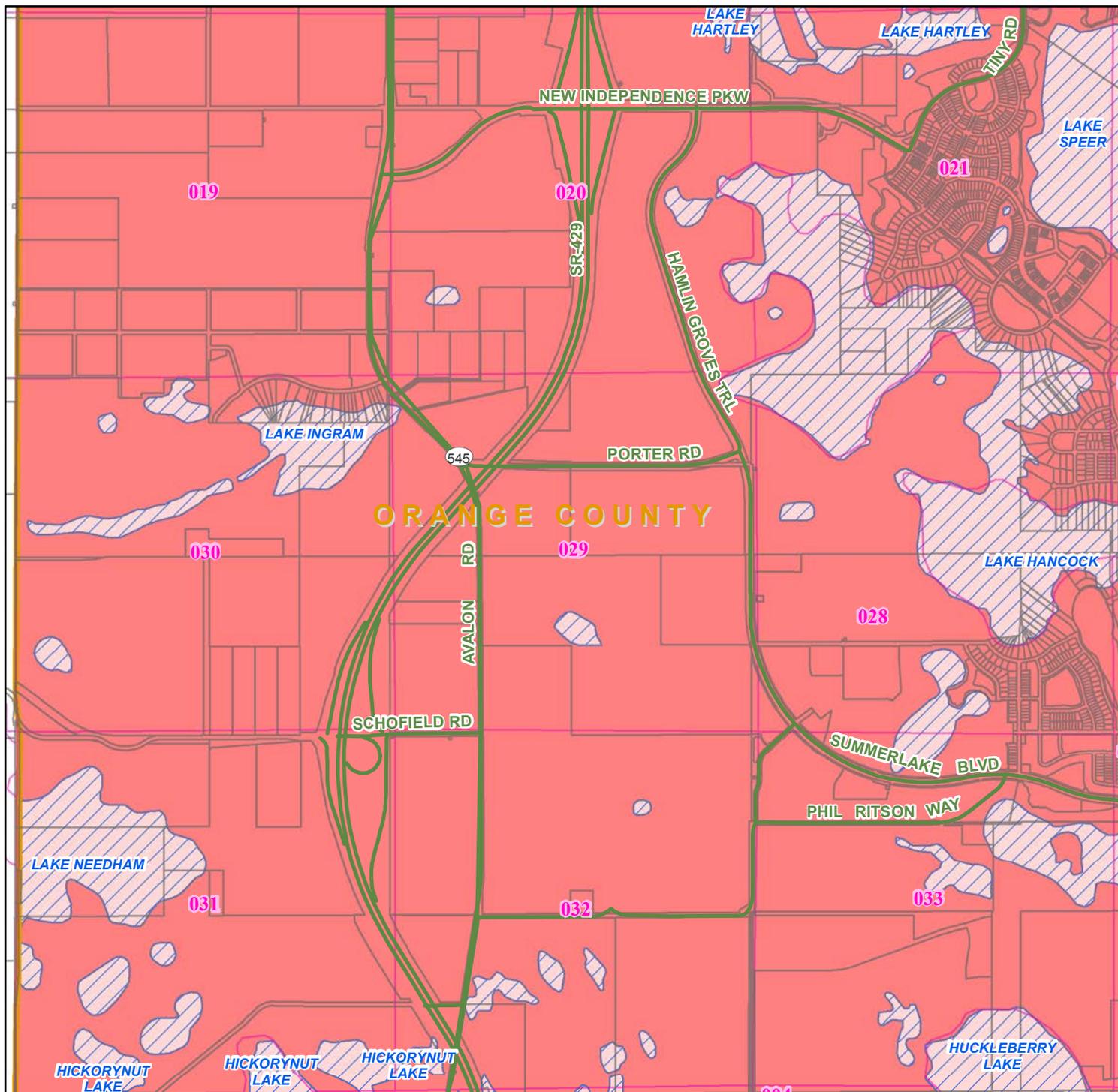
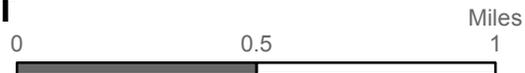
**UTILITY**

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement

- Major Roadways
- Parcel
- Water
- County
- City and Place Names



# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL

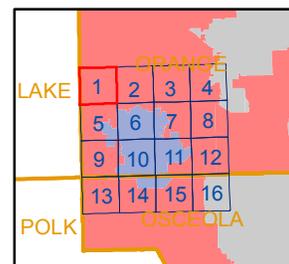


See 23S27E, Southeast Quadrant -- page 2

See 24S27E, Northwest Quadrant -- page 5

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Railroads
- Parcel
- Water
- County
- City and Place Names

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**Range:** 27E  
**County:** ORANGE COUNTY, FL

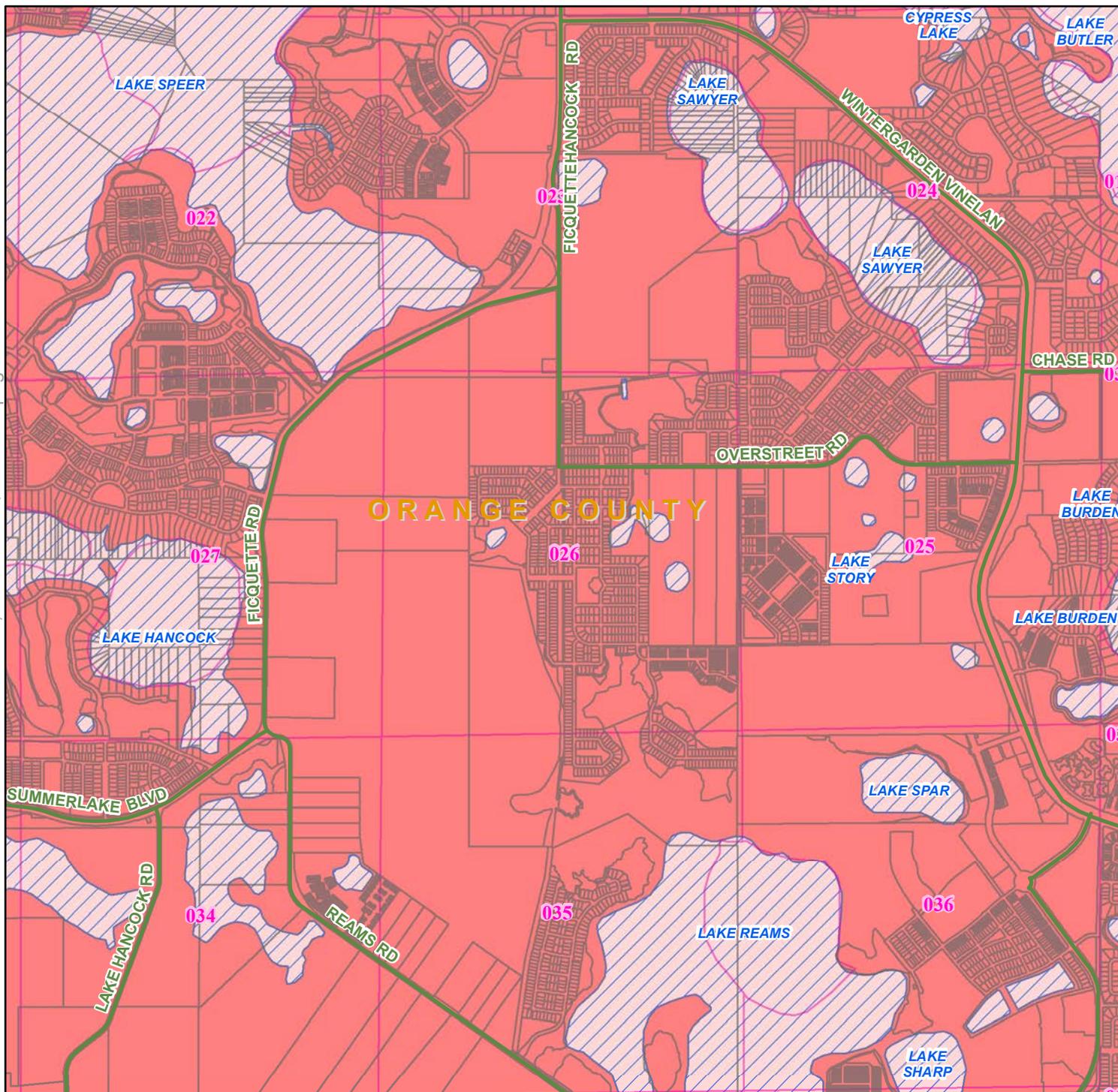


# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 23S27E, Southwest Quadrant -- page 1

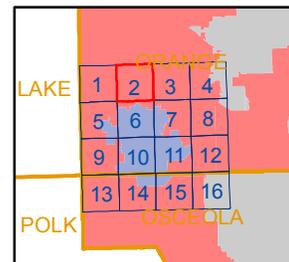
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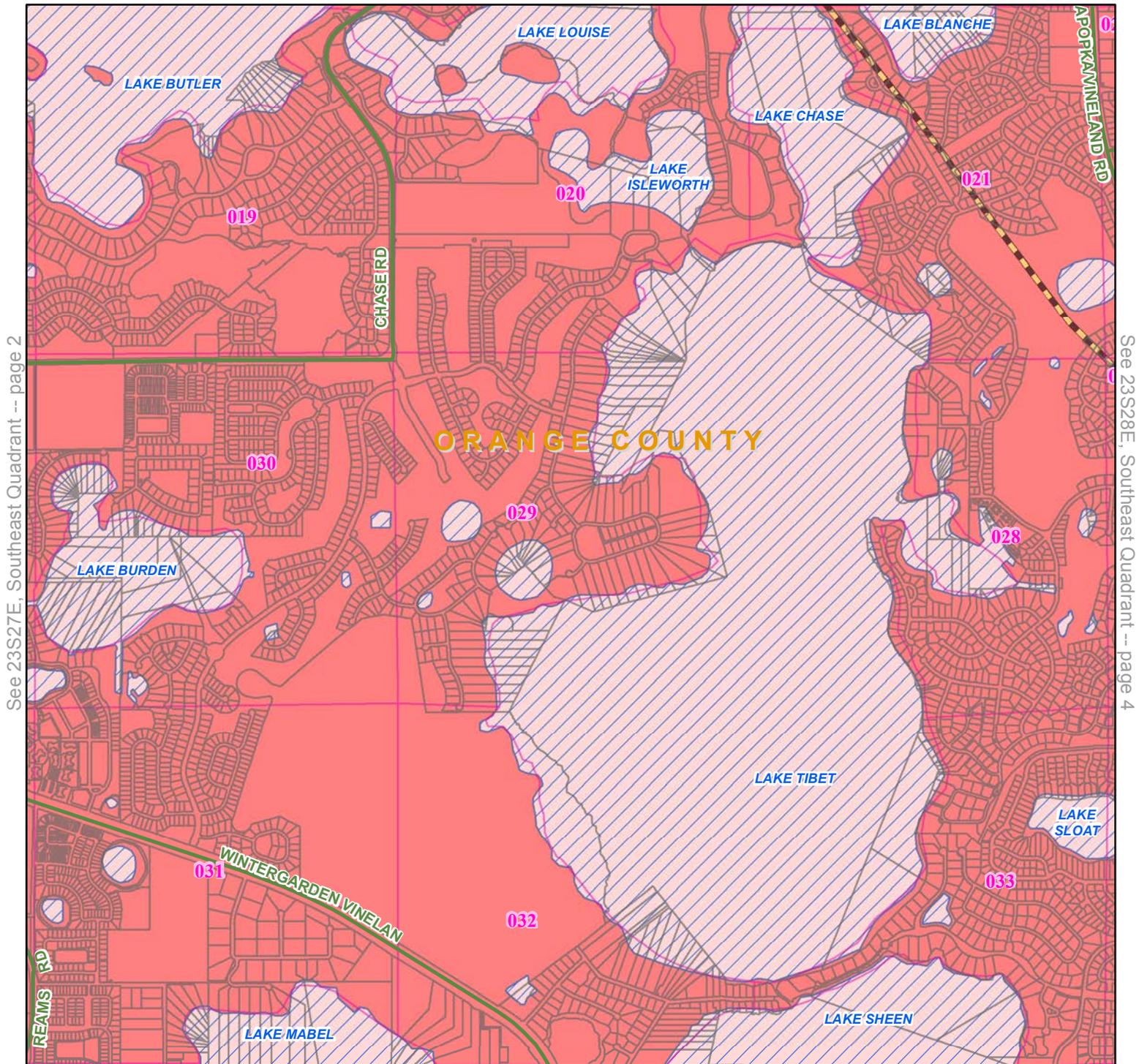
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**County:** ORANGE COUNTY, FL



# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



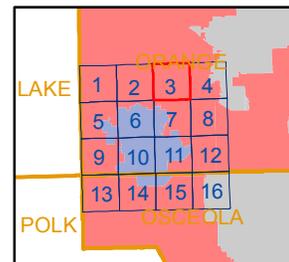
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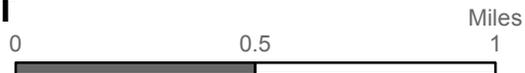
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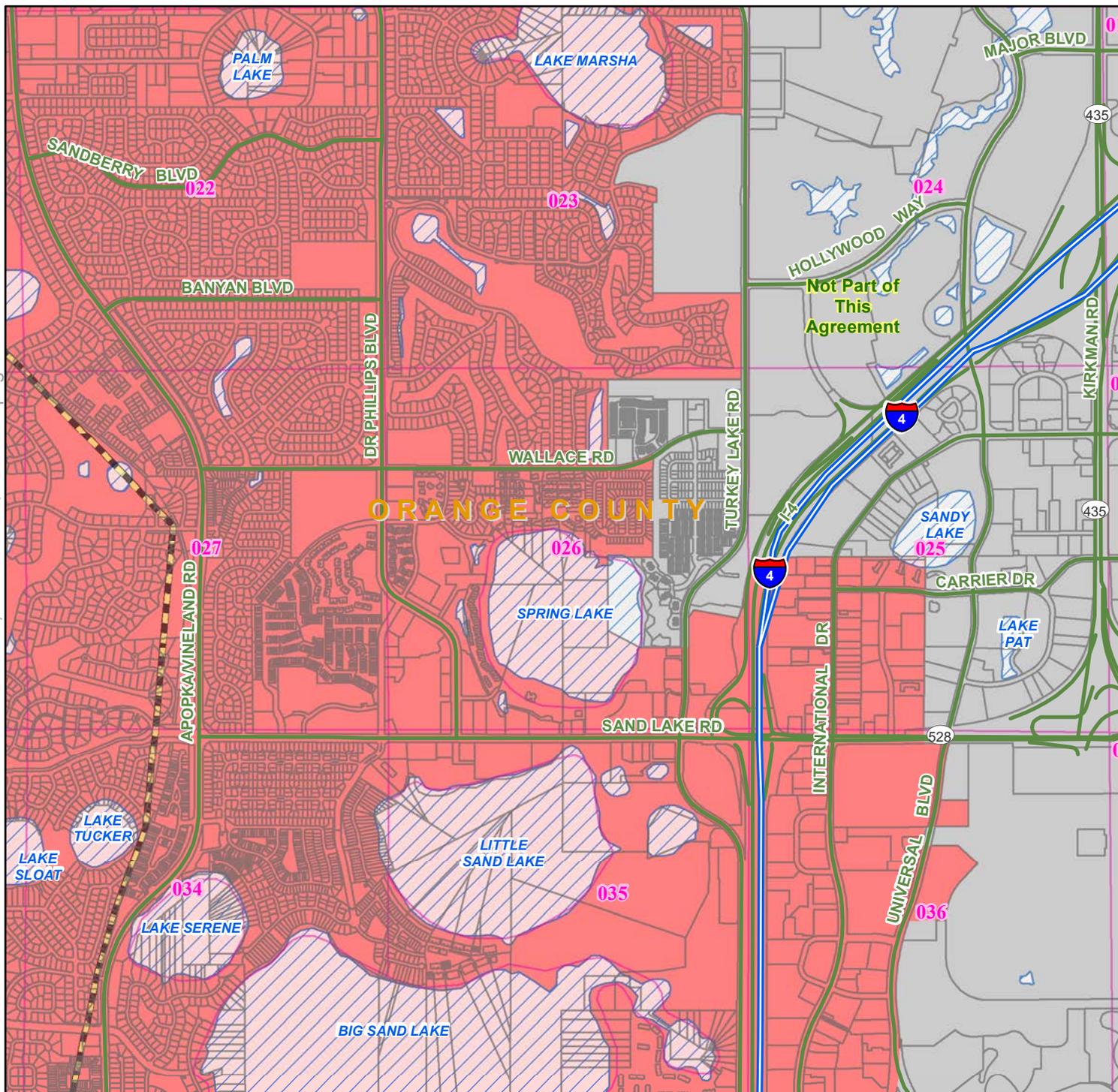
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# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



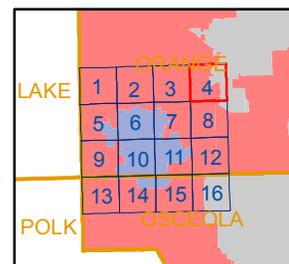
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See 24S28E, Northeast Quadrant -- page 8

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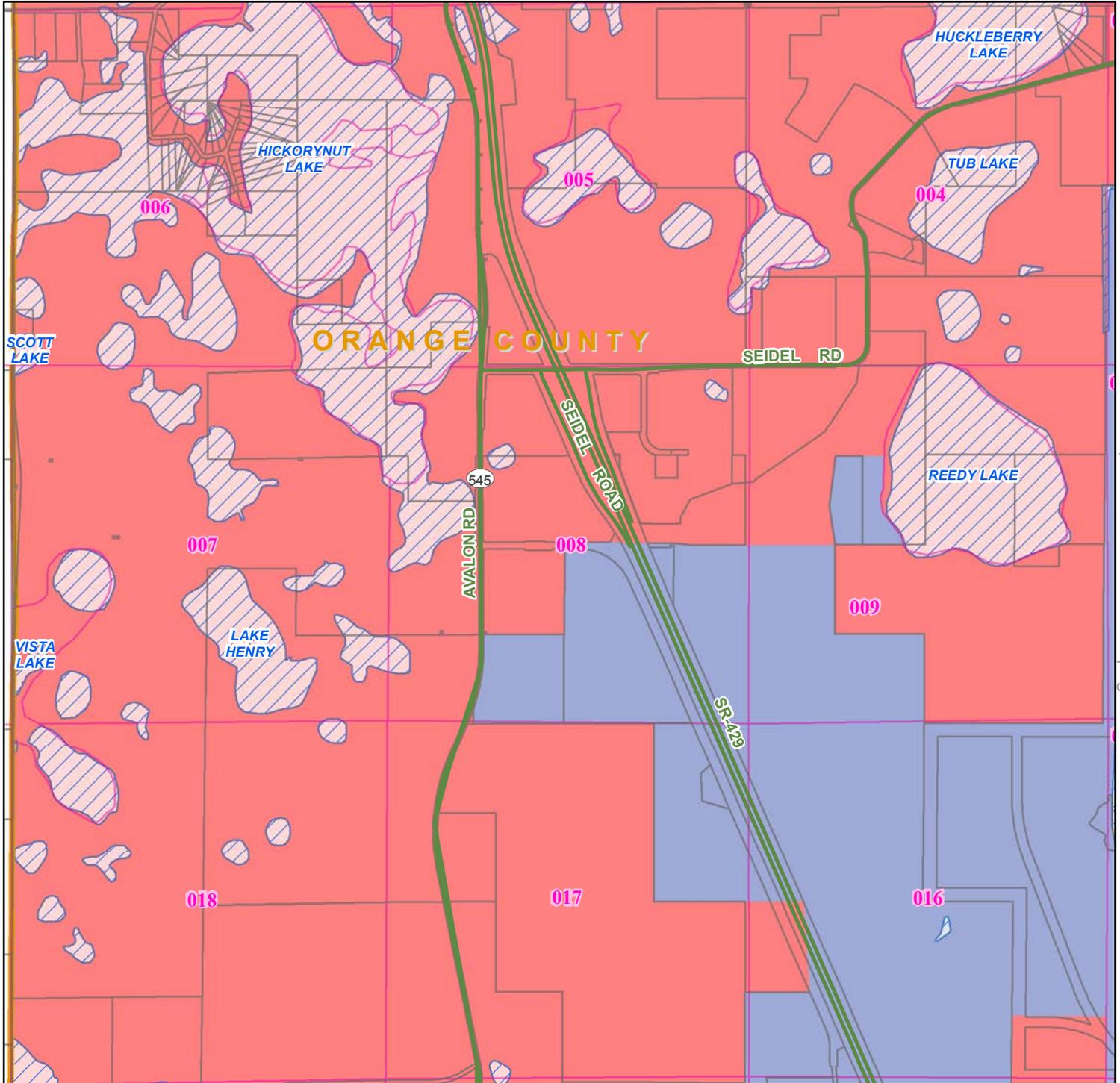
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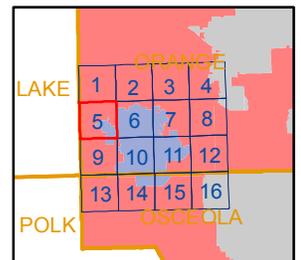


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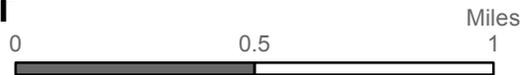
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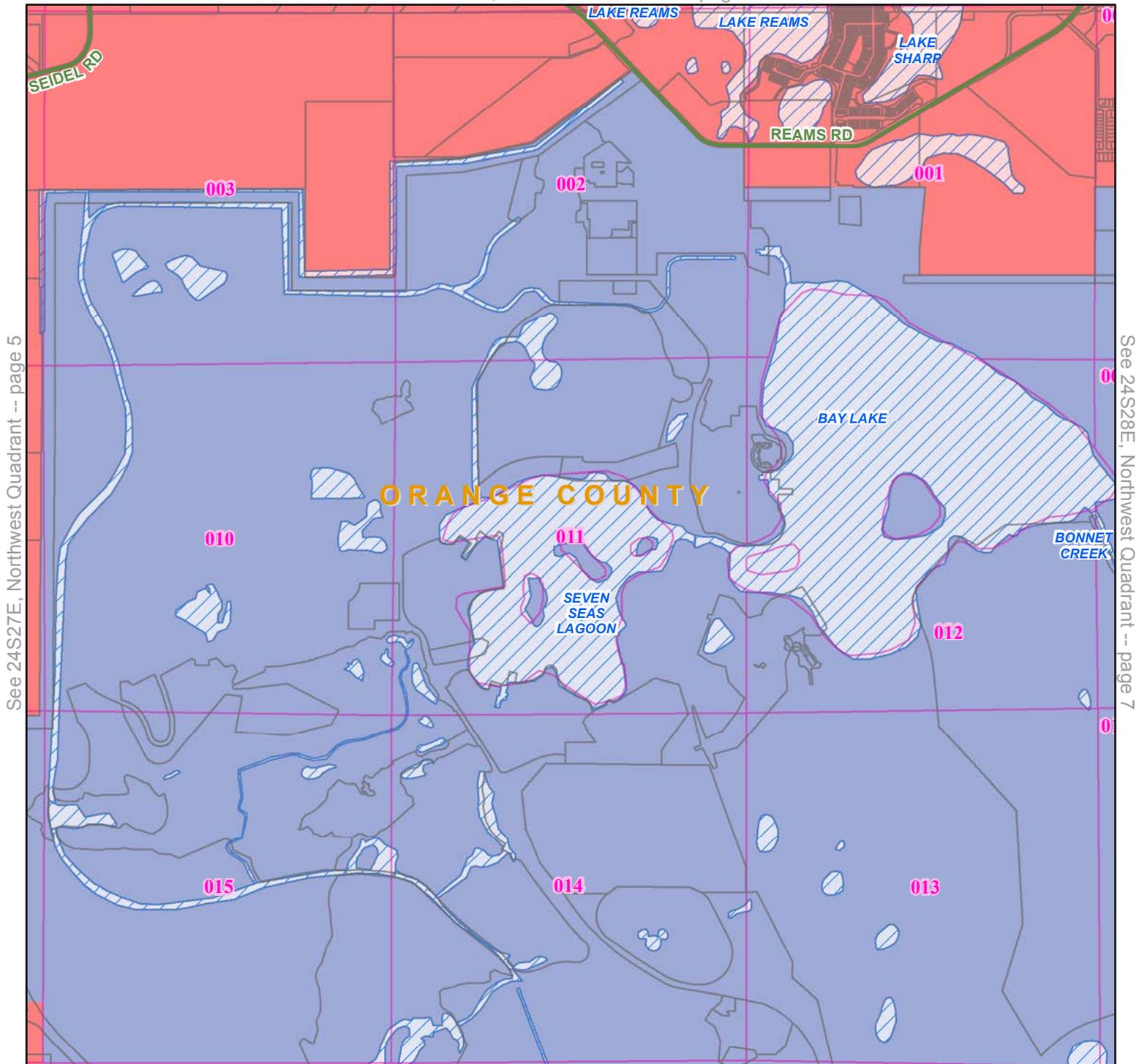
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**Range:** 27E  
**County:** ORANGE COUNTY, FL



# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 23S27E, Southeast Quadrant -- page 2



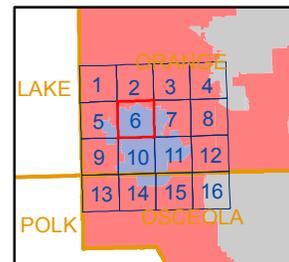
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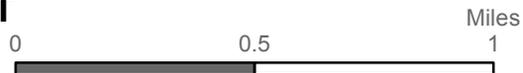
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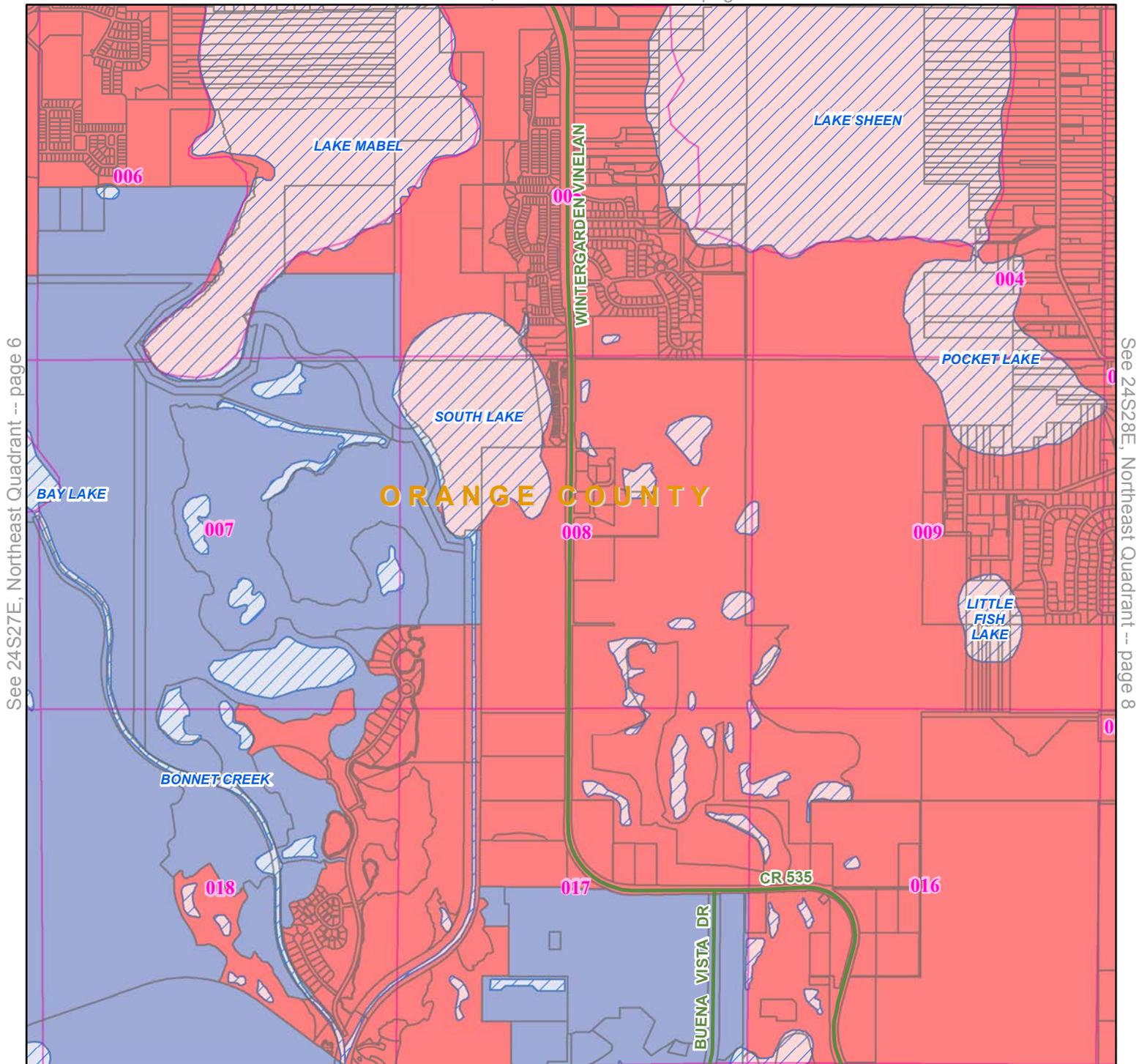
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**Range:** 27E  
**County:** ORANGE COUNTY, FL



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See 23S28E, Southwest Quadrant -- page 3



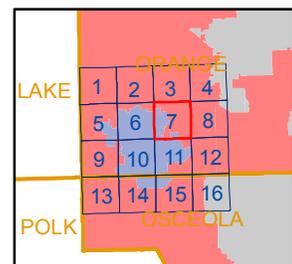
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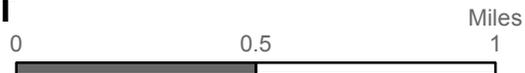
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**Range:** 28E  
**County:** ORANGE COUNTY, FL

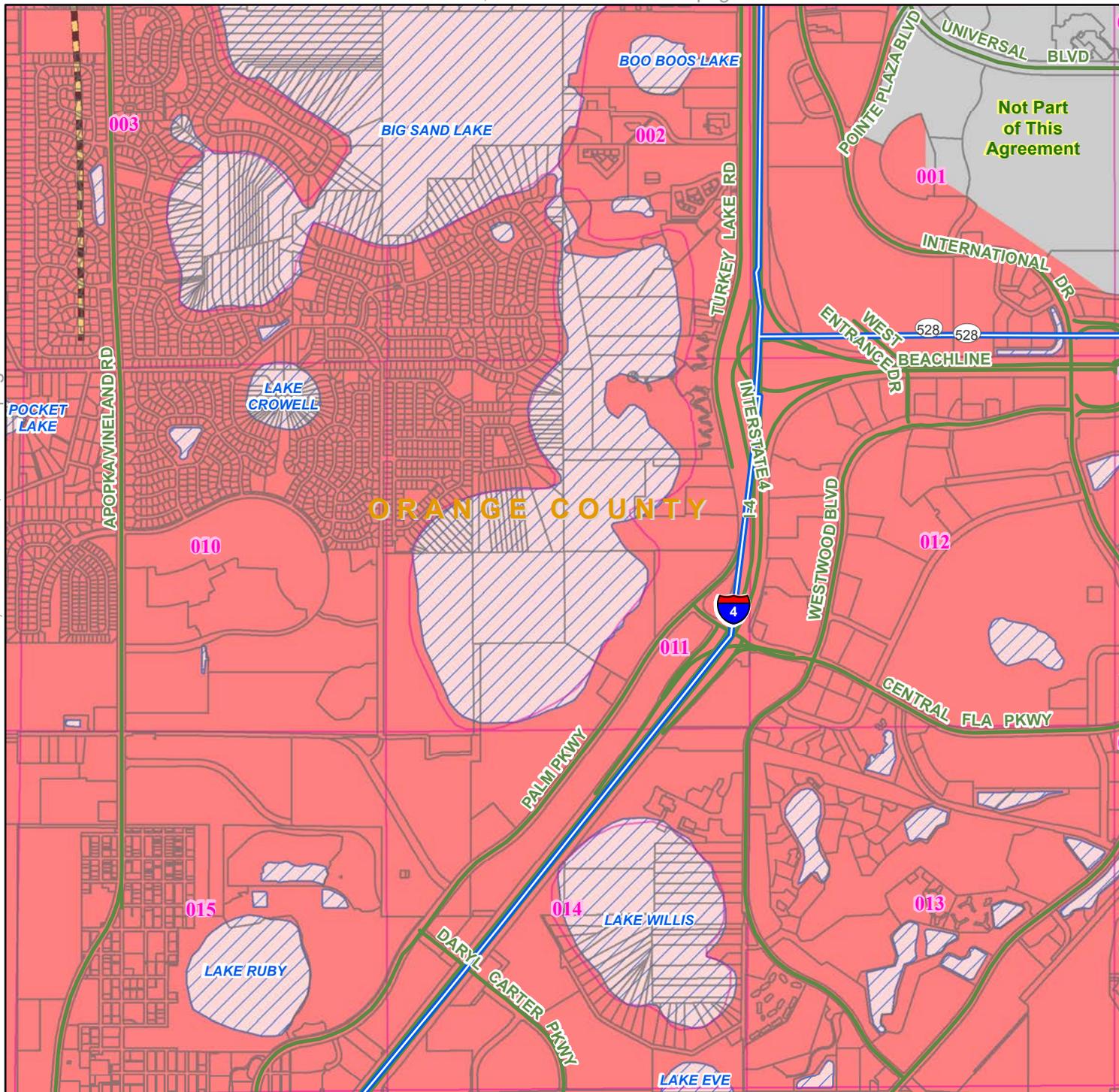


# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 23S28E, Southeast Quadrant -- page 4

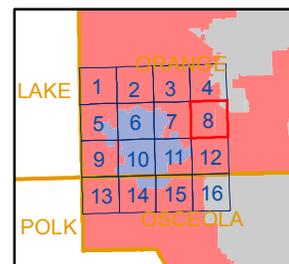
See 24S28E, Northwest Quadrant -- page 7



See 24S28E, Southeast Quadrant -- page 12

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Railroads
- Parcel
- Water
- County
- City and Place Names

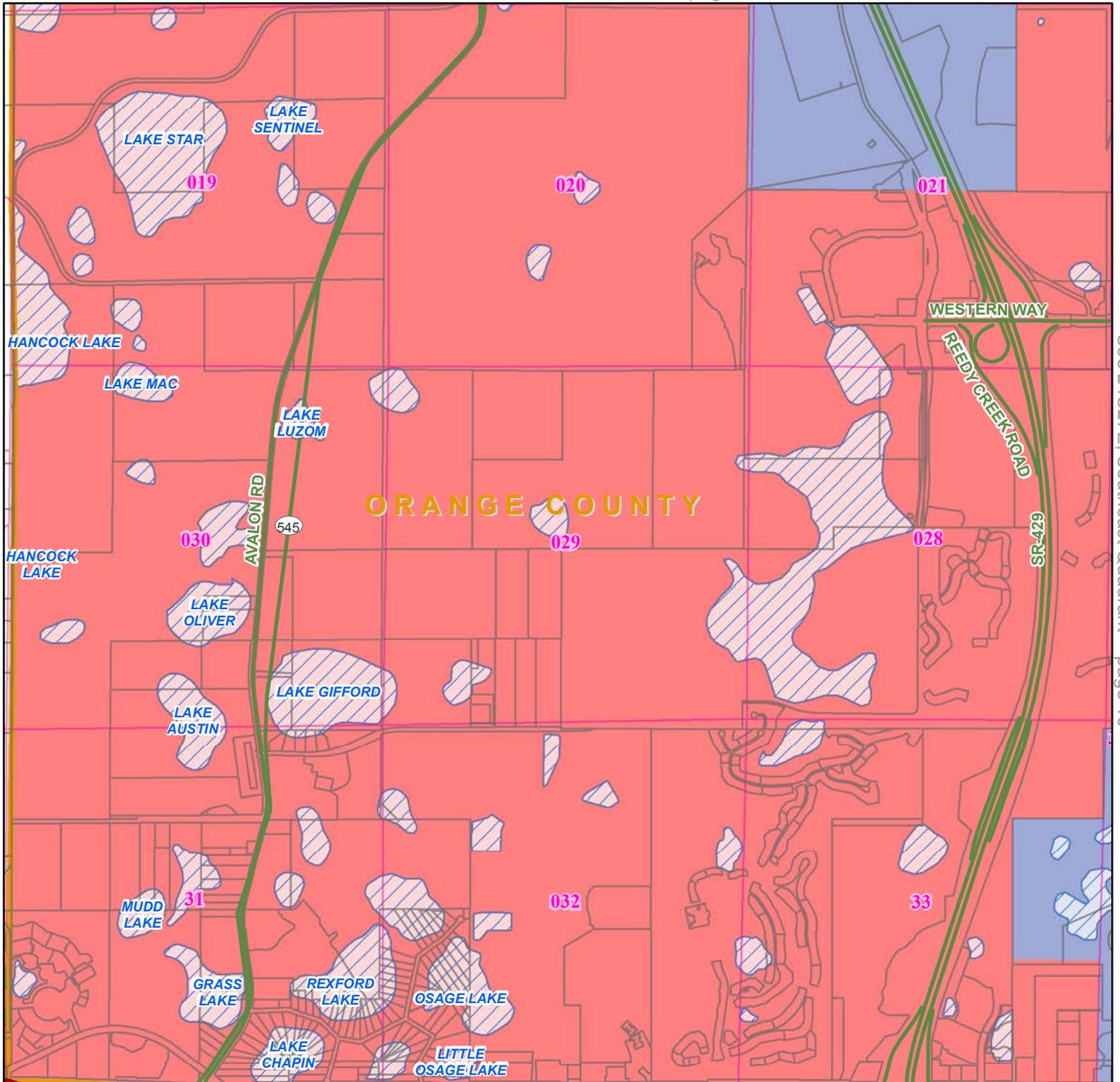
**Quadrant:** Northeast  
**Township:** 24S  
**Range:** 28E  
**County:** ORANGE COUNTY, FL



# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S27E, Northwest Quadrant -- page 5

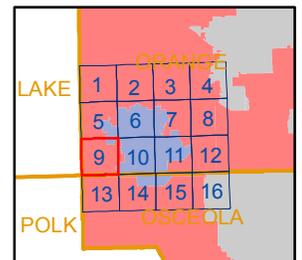


See 24S27E, Southeast Quadrant -- page 10

See 25S27E, Northwest Quadrant -- page 13

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Parcel
- Water
- Railroad
- County
- City and Place Names

**Quadrant:** Southwest  
**Township:** 24S  
**Range:** 27E  
**County:** ORANGE COUNTY, FL



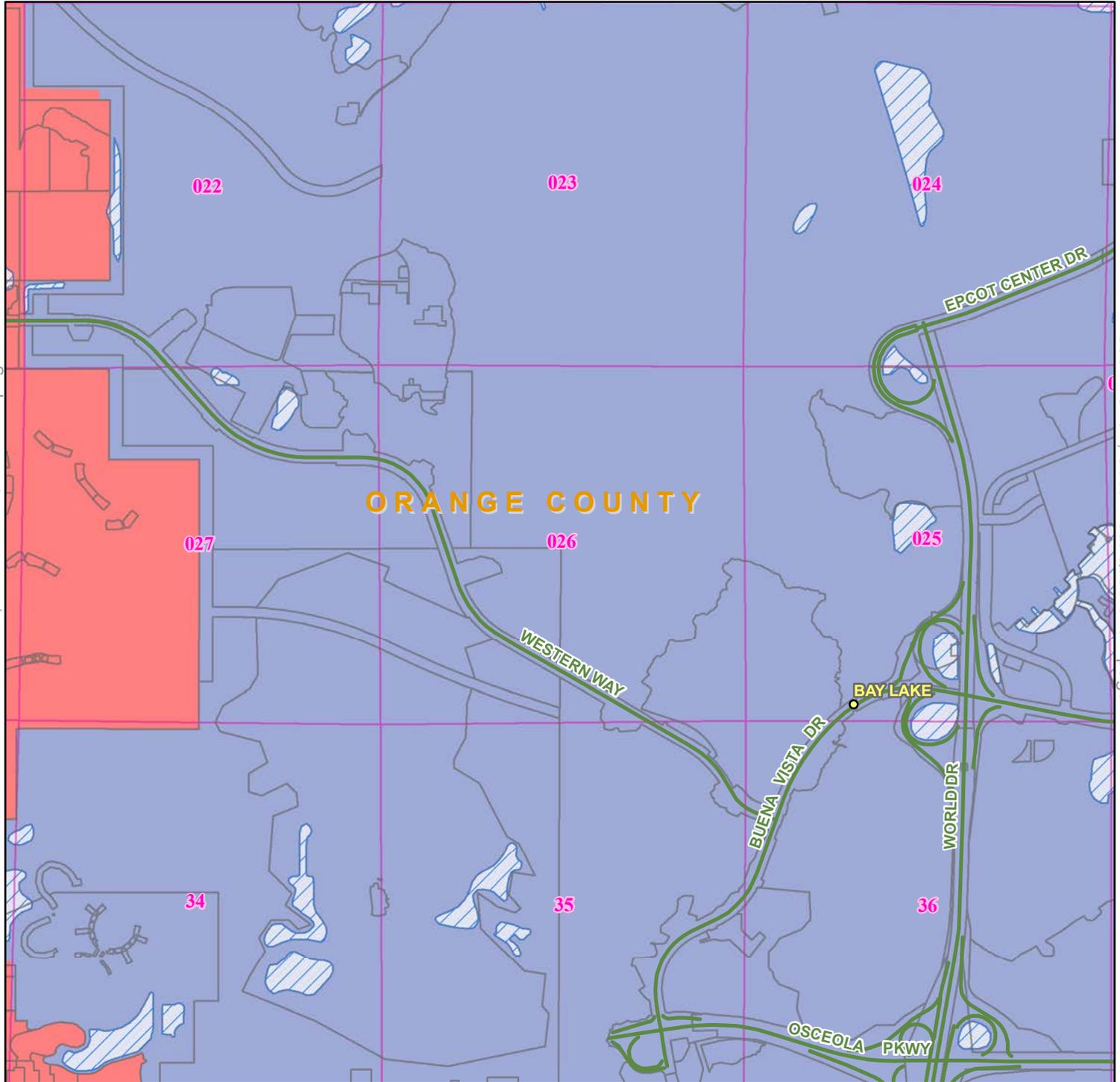
# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S27E, Northeast Quadrant -- page 6

See 24S27E, Southwest Quadrant -- page 9

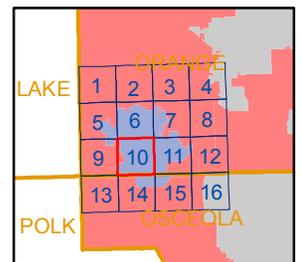
See 24S28E, Southwest Quadrant -- page 11



See 25S27E, Northeast Quadrant -- page 14

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Railroads
- Parcel
- Water
- County
- City and Place Names

**Quadrant:** Southeast  
**Township:** 24S  
**Range:** 27E  
**County:** ORANGE COUNTY, FL



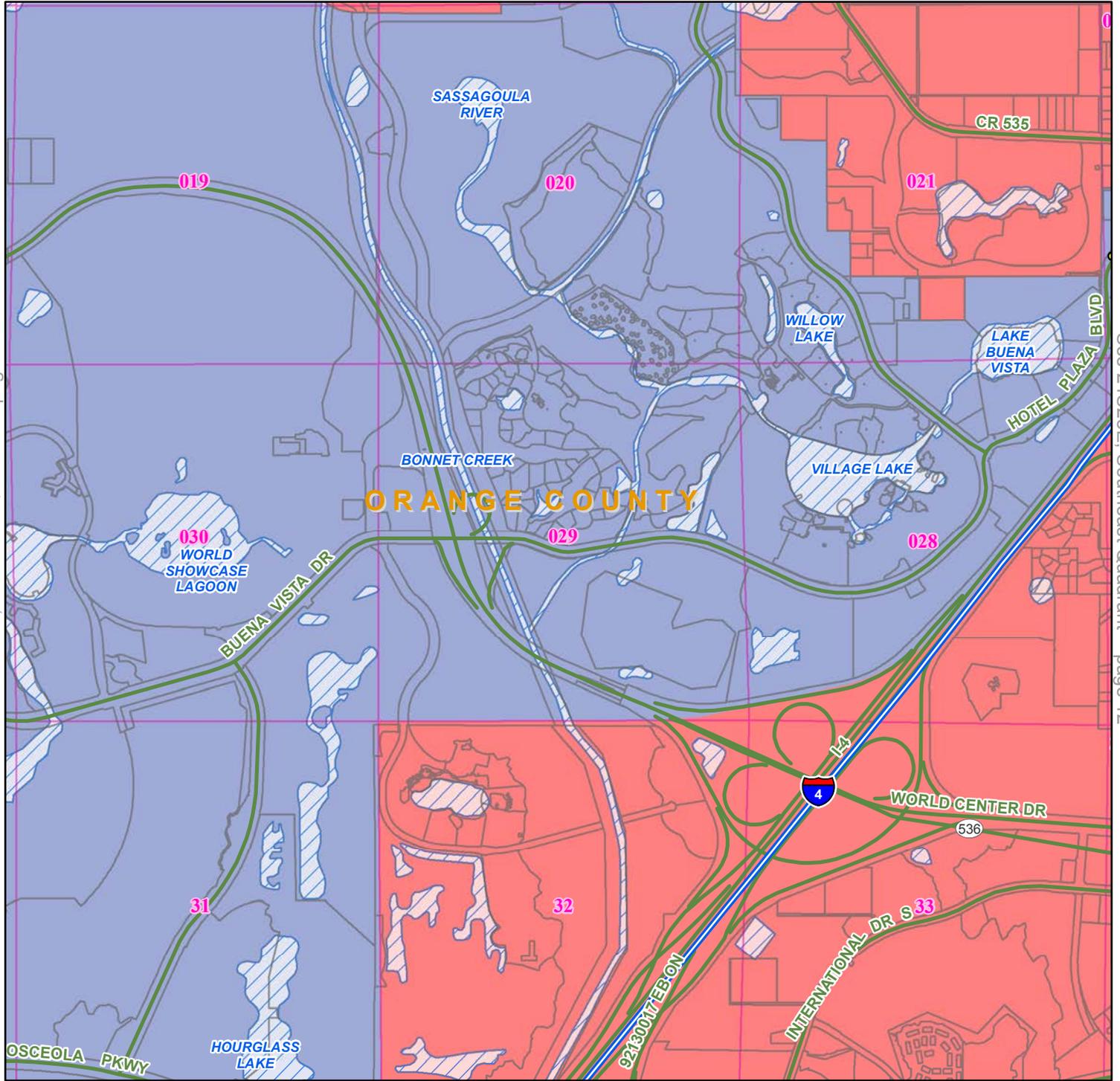
# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL



See 24S28E, Northwest Quadrant -- page 7

See 24S27E, Southeast Quadrant -- page 10

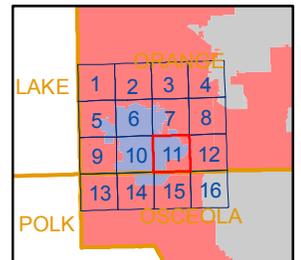
See 24S28E, Southeast Quadrant -- page 12



See 25S28E, Northwest Quadrant -- page 15

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Railroads
- Parcel
- Water
- County
- City and Place Names

**Quadrant:** Southwest  
**Township:** 24S  
**Range:** 28E  
**County:** ORANGE COUNTY, FL



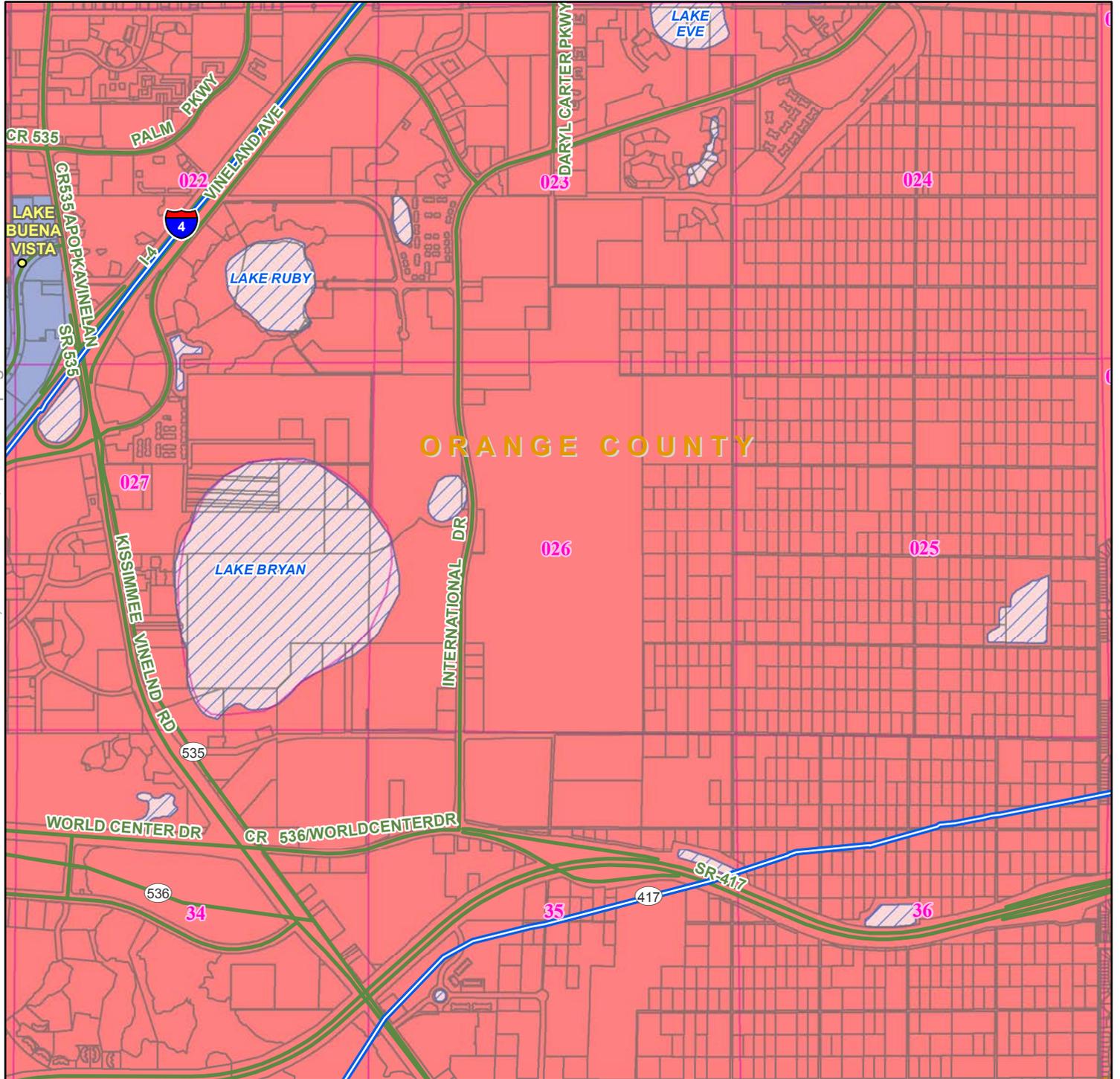
# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT ORANGE COUNTY, FL

Miles



See 24S28E, Northeast Quadrant -- page 8

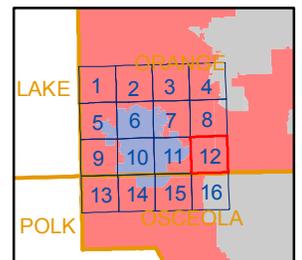
See 24S28E, Southwest Quadrant -- page 11



See 25S28E, Northeast Quadrant -- page 16

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
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- Parcel
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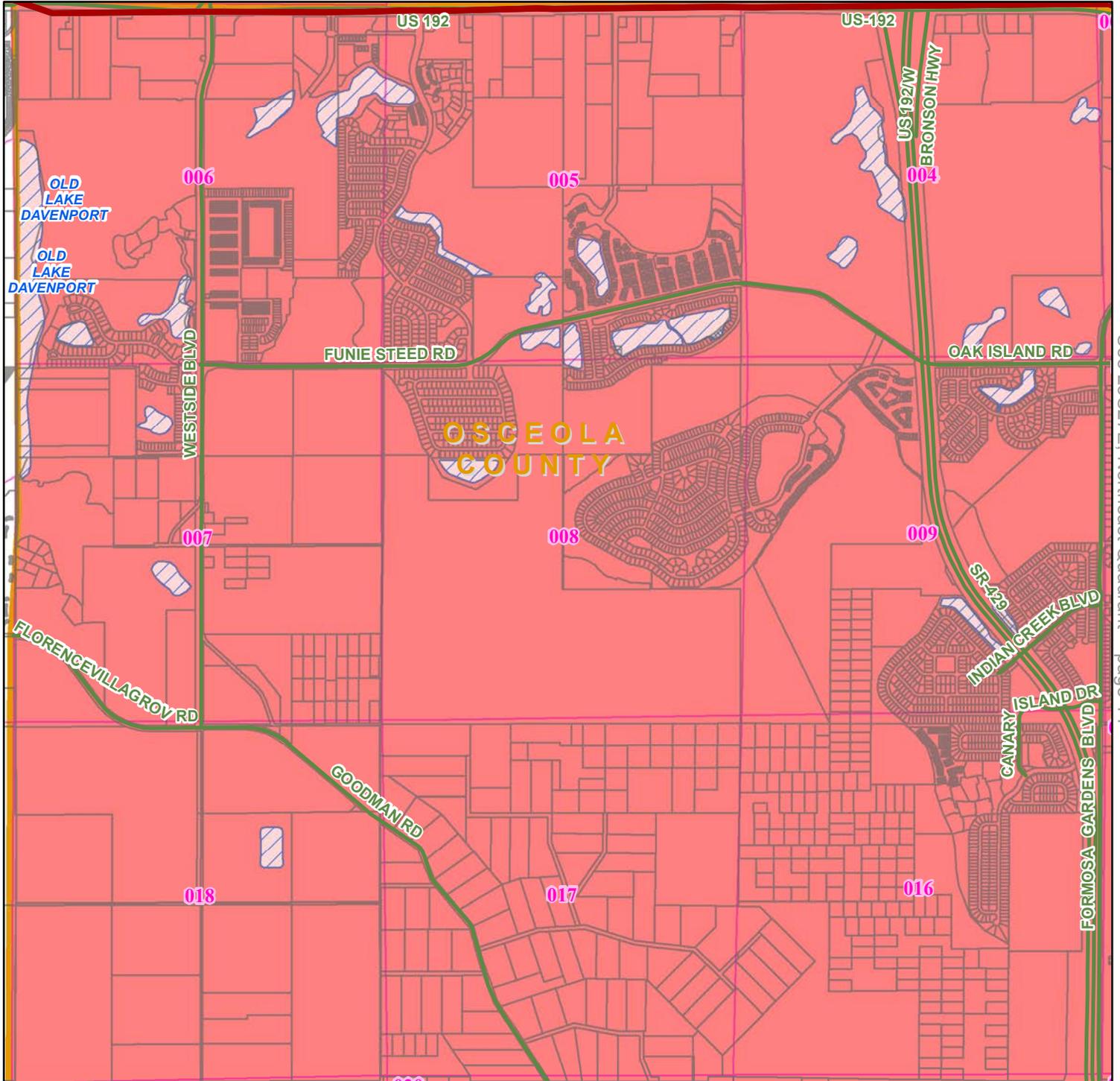
**Quadrant:** Southeast  
**Township:** 24S  
**Range:** 28E  
**County:** ORANGE COUNTY, FL



# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT OSCEOLA COUNTY, FL



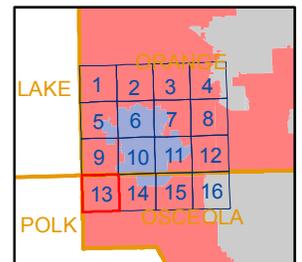
See 24S27E, Southwest Quadrant -- page 9



See 25S27E, Northeast Quadrant -- page 14

- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Parcel
- Water
- County
- City and Place Names
- Railroads

**Quadrant:** Northwest  
**Township:** 25S  
**Range:** 27E  
**County:** OSCEOLA COUNTY, FL



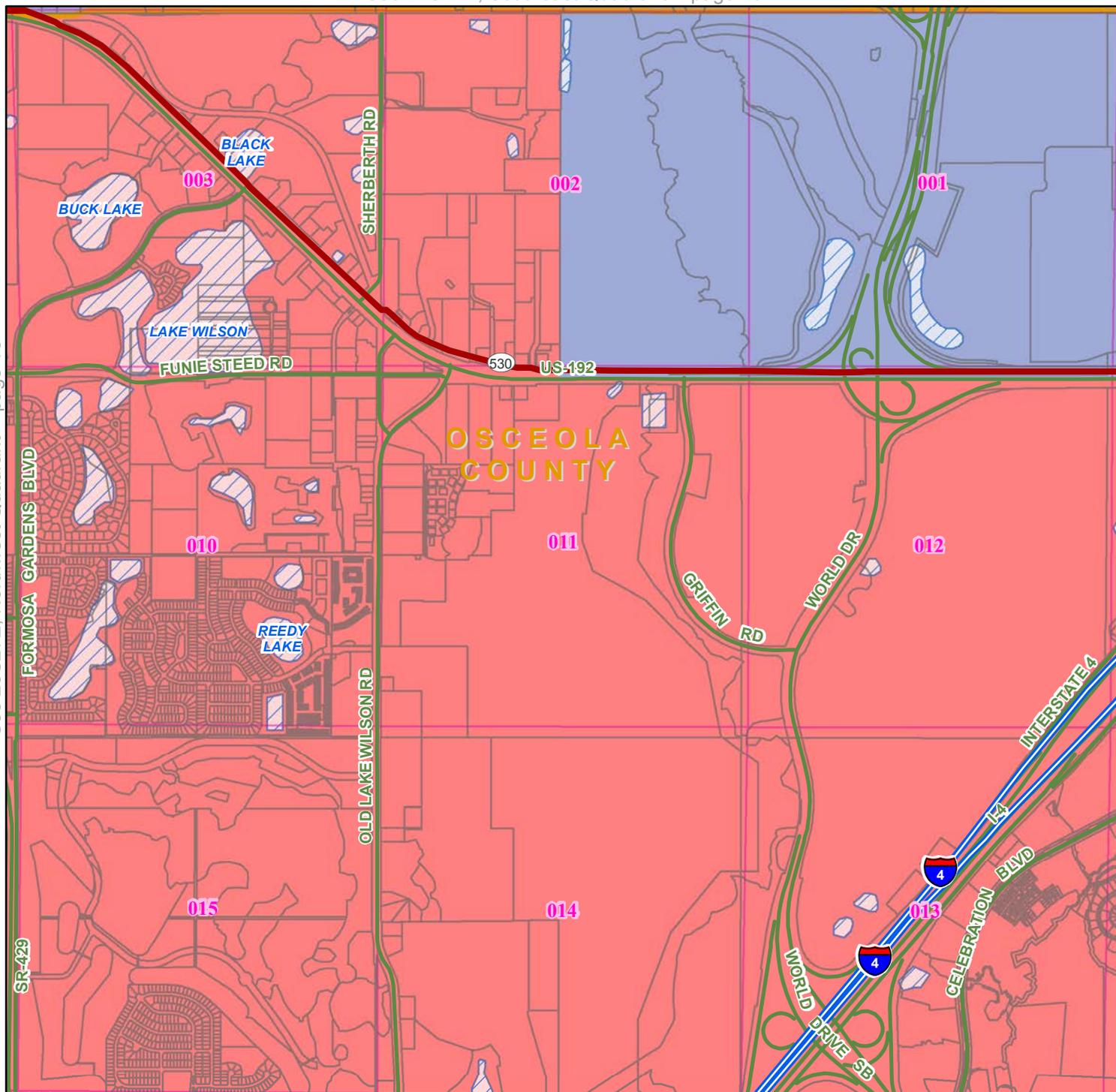
# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT OSCEOLA COUNTY, FL



See 24S27E, Southeast Quadrant -- page 10

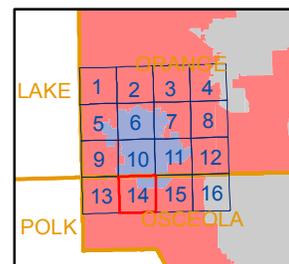
See 25S27E, Northwest Quadrant -- page 13

See 25S28E, Northwest Quadrant -- page 15



- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
- Section
- Limited Access
- Highway
- Major Road
- Parcel
- Water
- County
- Railroads
- City and Place Names

**Quadrant:** Northeast  
**Township:** 25S  
**Range:** 27E  
**County:** OSCEOLA COUNTY, FL



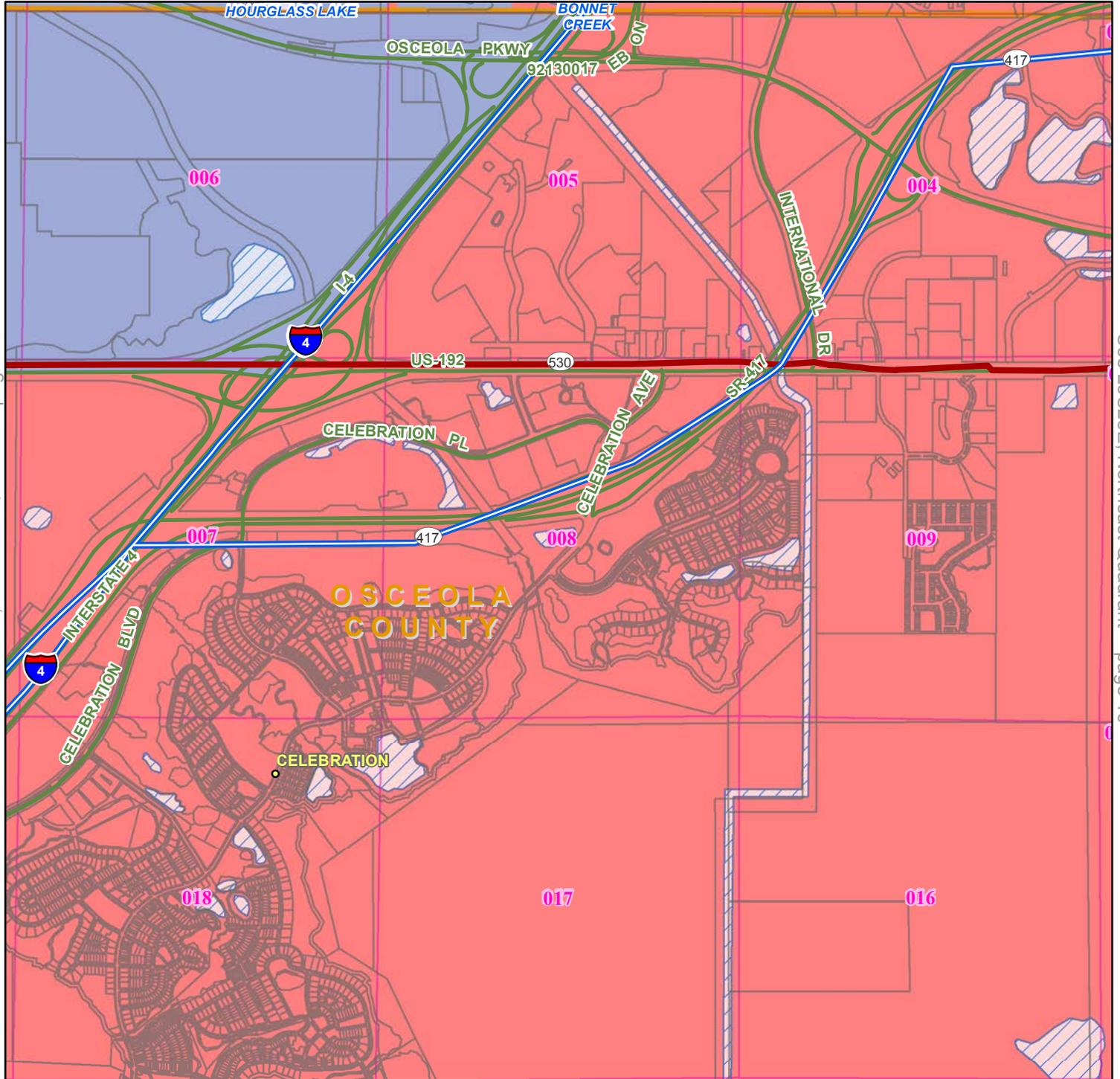
# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT OSCEOLA COUNTY, FL



See 24S28E, Southwest Quadrant -- page 11

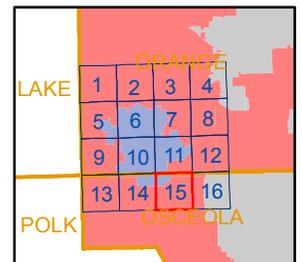
See 25S27E, Northeast Quadrant -- page 14

See 25S28E, Northeast Quadrant -- page 16



- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
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- Highway
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- Parcel
- Water
- County
- City and Place Names

**Quadrant:** Northwest  
**Township:** 25S  
**Range:** 28E  
**County:** OSCEOLA COUNTY, FL

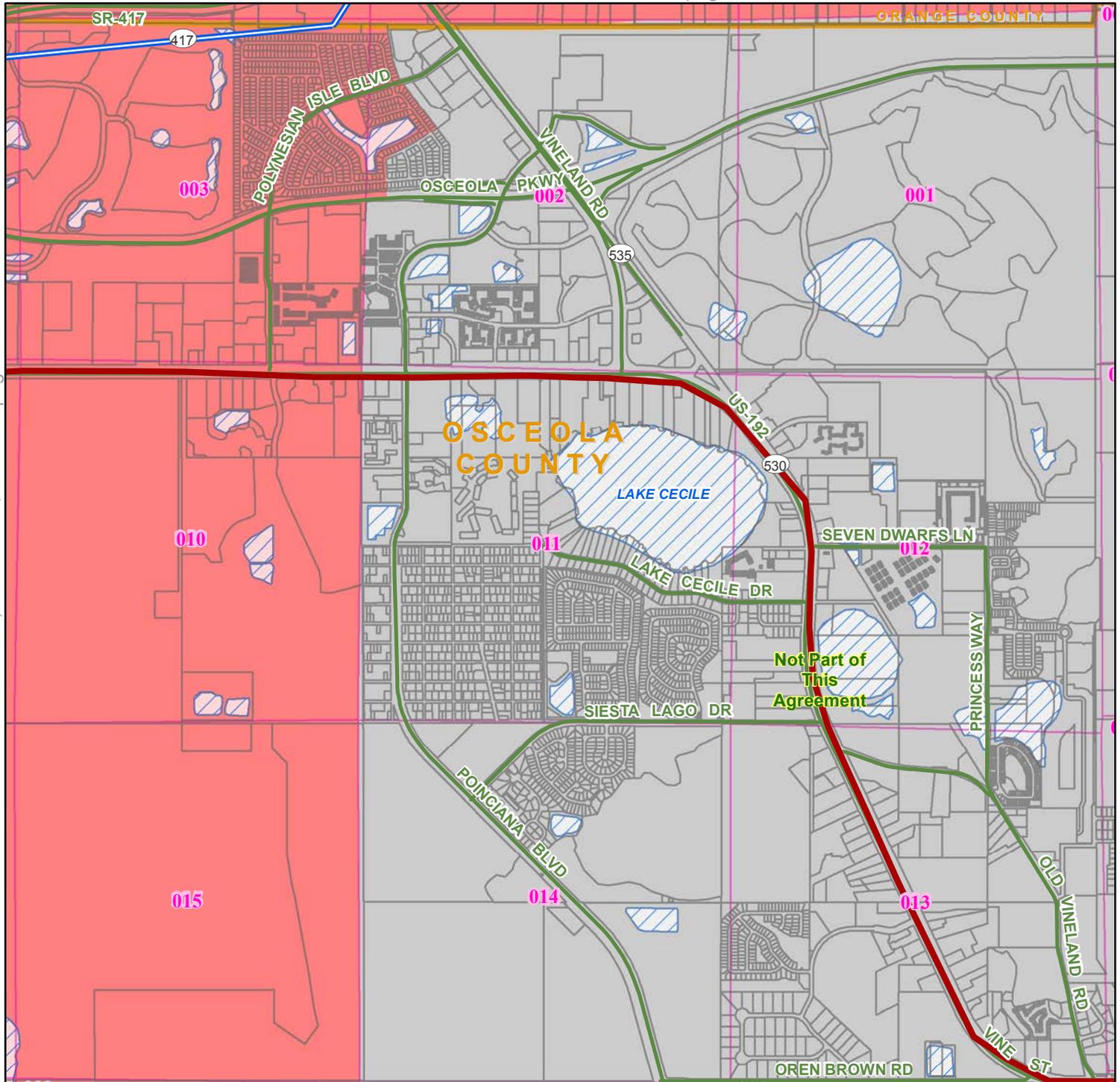


# DUKE ENERGY - REEDY CREEK IMPROVEMENT DISTRICT TERRITORIAL AGREEMENT OSCEOLA COUNTY, FL



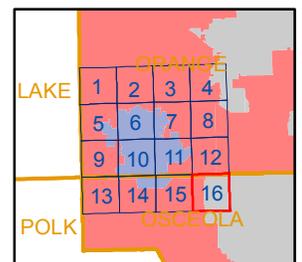
See 24S28E, Southeast Quadrant -- page 12

See 25S28E, Northwest Quadrant -- page 15



- Duke Energy
- Reedy Creek Improvement District
- Not Part of this Agreement
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- City and Place Names

**Quadrant:** Northeast  
**Township:** 25S  
**Range:** 28E  
**County:** OSCEOLA COUNTY, FL



# Exhibit B

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## Written Descriptions of the Territorial Areas Served in Orange and Osceola Counties

## Written Description of the Territorial Boundary Lines

## EXHIBIT B

| Map Page | Township/Range | Section(s)             | Description/Notes  |
|----------|----------------|------------------------|--|
| 1        | T23S, R27E     | 19, 20, 21             | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 1        | T23S, R27E     | 28, 29, 30, 31, 32, 33 | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 2        | T23S, R27E     | 22, 23, 24, 25, 26, 27 | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 2        | T23S, R27E     | 34, 35, 36             | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 3        | T23S, R28E     | 19, 20, 21             | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 3        | T23S, R28E     | 28, 29, 30, 31, 32, 33 | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 4        | T23S, R28E     | 22, 23                 | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 4        | T23S, R28E     | 24                     | This section is Not Part Of This Agreement.  |
| 4        | T23S, R28E     | 25                     | DEF serves the entire section except for the areas that are Not Part Of This Agreement. No areas are served by Reedy Creek.  |
| 4        | T23S, R28E     | 26                     | DEF serves the entire section except for the areas that are Not Part Of This Agreement. No areas are served by Reedy Creek.  |
| 4        | T23S, R28E     | 27                     | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 4        | T23S, R28E     | 34, 35                 | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 4        | T23S, R28E     | 36                     | DEF serves the entire section except for the areas that are Not Part Of This Agreement.  |
| 5        | T24S, R27E     | 4, 5, 6, 7             | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 5        | T24S, R27E     | 8                      | Reedy Creek serves the southeastern quarter of the section, both east and west of SR 429, as well as the parcel east of Avalon Road on the southern section line. DEF serves the northern half of the section, as well as the southeastern quarter of the section except where Reedy Creek serves east of Avalon Road. |

**Written Description of the Territorial Boundary Lines**

**EXHIBIT B**

|   |            |                        |  |
|---|------------|------------------------|--|
| 5 | T24S, R27E | 9                      | Reedy Creek serves the southwestern quarter of the section, as well as two parcels west of Reedy Lake. DEF serves the remainder of the section.  |
| 5 | T24S, R27E | 16                     | DEF serves one parcel west of SR 429 in the southwestern corner of the section, as well as one parcel in the southeastern corner of the section. Reedy Creek serves the remainder of the section.  |
| 5 | T24S, R27E | 17                     | Reedy Creek serves two parcels adjacent to the west side of SR 429. DEF serves the remainder of the section including all areas west and east of Avalon Road.  |
| 5 | T24S, R27E | 18                     | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 6 | T24S, R27E | 1                      | DEF serves the northern half of the section including north and south of Reams Road. DEF also serves the northern half of the southeastern quarter of the section. Reedy Creek serves the southern half of the section, north of Bay Lake.                   |
| 6 | T24S, R27E | 2                      | Reedy Creek serves the majority of the section south of Reams Road and south of the Reedy Creek canal. This area includes the Magic Kingdom parcels. DEF serves the northern portion of the section, north of Reams Road and north of the Reedy Creek canal. |
| 6 | T24S, R27E | 3                      | DEF serves the northern portion of the section, including Seidel Road, to the north side of the Reedy Creek canal. Reedy Creek serves the southern portion of the section, south of the Reedy Creek canal.   |
| 6 | T24S, R27E | 10, 11, 12, 13, 14, 15 | The entire section is served by Reedy Creek. No areas are served by DEF.   |
| 7 | T24S, R28E | 4, 5                   | The entire section is served by DEF. No areas are served by Reedy Creek.   |
| 7 | T24S, R28E | 6                      | DEF serves the northern portion of the section, including the northwestern half of Lake Mabel, south to the Windermere city limits. Reedy Creek serves the southern half of the section, except for the area within Windermere south of Lake Mabel.          |
| 7 | T24S, R28E | 7                      | Reedy Creek serves the entire section except for the parcels adjacent to Enchanted Oak Drive in the southeastern quarter of the southern half of the section which are served by DEF.  |
| 7 | T24S, R28E | 8                      | DEF serves the entire section except for the undeveloped area directly south of South Lake along the western section line that is served by Reedy Creek.   |
| 7 | T24S, R28E | 9                      | The entire section is served by DEF. No areas are served by Reedy Creek.   |

**Written Description of the Territorial Boundary Lines**

**EXHIBIT B**

|    |            |                        |   |
|----|------------|------------------------|---|
| 7  | T24S, R28E | 16                     | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 7  | T24S, R28E | 17                     | DEF serves all areas west of the South Lake canal along the western section line. DEF also serves east of the South Lake canal in the southwestern quarter of the southern half of the section. DEF also serves the northern half of the section, north of CR 535/Winter Garden Vineland Road. DEF also serves the parcels adjacent to the western side of CR 535/Winter Garden Vineland Road. Reedy Creek serves the parcels south of CR 535/Winter Garden Vineland Road and including Bonnet Creek Parkway, Textile Service Road, Dopey Drive, Vista Boulevard, Live Oak Drive and Buena Vista Drive. |
| 7  | T24S, R28E | 18                     | Reedy Creek serves the entire section except for the parcels adjacent to Enchanted Oak Drive, Dream Tree Boulevard, Lounsberry Circle, Blaine Court, Earle Court and Vista Falls Drive in the eastern quarter of the section which are served by DEF. DEF also serves Golf View Drive, west of the Bay Lake canal.  |
| 8  | T24S, R28E | 1                      | DEF serves the entire section except for the areas that are Not Part Of This Agreement. No areas are served by Reedy Creek.   |
| 8  | T24S, R28E | 2, 3                   | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 8  | T24S, R28E | 10, 11, 12, 13, 14, 15 | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 9  | T24S, R27E | 19, 20                 | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 9  | T24S, R27E | 21                     | Reedy Creek serves the radio tower/water conservation site in the northern half of the section. DEF serves the northeastern parcel along the northeastern section line. DEF serves the remainder of the section except where stated that is served by Reedy Creek.  |
| 9  | T24S, R27E | 28, 29, 30, 31, 32     | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 9  | T24S, R27E | 33                     | DEF serves the entire section except for the parcels on the eastern section line that are part of the Animal Kingdom area which are served by Reedy Creek.  |
| 10 | T24S, R27E | 22                     | Reedy Creek serves the entire section except for the five parcels that are served by DEF along the western section line, north of Western Way.  |
| 10 | T24S, R27E | 23, 24, 25, 26         | The entire section is served by Reedy Creek. No areas are served by DEF.  |

**Written Description of the Territorial Boundary Lines**

**EXHIBIT B**

|    |            |                  |   |
|----|------------|------------------|---|
| 10 | T24S, R27E | 27               | DEF serves the residential area along the western section line which includes the Orange Lake Country Club, East Orange Lake Boulevard and Legends Drive. Reedy Creek served the remainder of the section.  |
| 10 | T24S, R27E | 34, 35, 36       | Reedy Creek serves the entire section except for Black Lake Village. DEF serves Black Lake Village.   |
| 11 | T24S, R28E | 19, 20           | The entire section is served by Reedy Creek. No areas are served by DEF.  |
| 11 | T24S, R28E | 21               | DEF serves the western and eastern quarters of the northern half of the section. DEF serves the parcels north and south of CR 535, and the Hyatt Regency Grand Cypress area parcels. Reedy Creeks serves the parcels in this section including the Wyndham Lake Buena Vista Disney Springs Resort area, the Hilton Orlando Buena Vista Palace Disney Springs area and the Reedy Creek Fire Station, east of Buena Vista Drive. Reedy Creek also serves west of Buena Vista Drive adjacent to Willow Lake. Reedy Creek also serves all the parcels adjacent to the western and eastern side of East Buena Vista Drive. |
| 11 | T24S, R28E | 28               | Reedy Creek serves all of the parcels surrounding Village Lake, north of Buena Vista Drive. Reedy Creek also serves all areas north of Interstate 4 in the section. DEF serves all areas in the section south of Interstate 4 and the area south of Buena Vista Drive.  |
| 11 | T24S, R28E | 29, 30, 31       | The entire section is served by Reedy Creek. No areas are served by DEF.  |
| 11 | T24S, R28E | 31               | The entire section is served by Reedy Creek. No areas are served by DEF.  |
| 11 | T24S, R28E | 32, 33           | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 12 | T24S, R28E | 22               | The entire section east of SR 400 and SR 535 is served by DEF. Reedy Creek serves west of SR 400 and SR 535.  |
| 12 | T24S, R28E | 23, 24, 25, 26   | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 12 | T24S, R28E | 27               | The entire section east of SR 400 and SR 535 is served by DEF. Reedy Creek serves west of SR 400 and SR 535.  |
| 12 | T24S, R28E | 34, 35, 36       | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 13 | T25S, R27E | 4, 5, 6, 7, 8, 9 | The entire section is served by DEF. No areas are served by Reedy Creek.  |

**Written Description of the Territorial Boundary Lines**

**EXHIBIT B**

|    |            |                        |   |
|----|------------|------------------------|---|
| 13 | T25S, R27E | 16, 17, 18             | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 14 | T25S, R27E | 1                      | The entire section is served by Reedy Creek. No areas are served by DEF.  |
| 14 | T25S, R27E | 2                      | Reedy Creek serves the eastern half of the section. DEF serves the western half of the section.                             |
| 14 | T25S, R27E | 3                      | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 14 | T25S, R27E | 10, 11, 12, 13, 14, 15 | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 15 | T25S, R28E | 4                      | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 15 | T25S, R28E | 5, 6                   | Reedy Creek serves all areas of the section west of Interstate 4. DEF serves all areas of the section east of Interstate 4. |
| 15 | T25S, R28E | 7, 8, 9                | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 15 | T25S, R28E | 16, 17, 18             | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 16 | T25S, R28E | 1                      | This section is Not Part Of This Agreement.   |
| 16 | T25S, R28E | 2                      | DEF serves the entire section except for the areas that are Not Part Of This Agreement.                                     |
| 16 | T25S, R28E | 3                      | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 16 | T25S, R28E | 10                     | The entire section is served by DEF. No areas are served by Reedy Creek.  |
| 16 | T25S, R28E | 11, 12, 13, 14         | This section is Not Part Of This Agreement.   |
| 16 | T25S, R28E | 15                     | The entire section is served by DEF. No areas are served by Reedy Creek.  |