

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for approval of amendment to territorial agreement in Hardee, Highlands, Polk, and Osceola Counties, by Peace River Electric Cooperative and Duke Energy Florida, LLC.

DOCKET NO. 20180159-EU
ORDER NO. PSC-2019-0048-PAA-EU
ISSUED: January 28, 2019

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
JULIE I. BROWN
DONALD J. POLMANN
GARY F. CLARK
ANDREW GILES FAY

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING AMENDED TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

Background

On August 31, 2018, Peace River Electric Cooperative (PRECO) and Duke Energy Florida, LLC (DEF) filed a joint petition for approval of an amendment to their current territorial agreement in Hardee, Highlands, Polk, and Osceola Counties. The proposed agreement is shown in Attachment A and a map depicting the current service territories and proposed changes is shown in Attachment B to this Order. Detailed maps delineating the service boundaries and their written descriptions are provided in Exhibits A and B to this Order, respectively.

In 1994, this Commission approved a territorial agreement that established the boundaries for the utilities' service territories in the counties mentioned above.¹ The 1994 agreement contained a provision permitting DEF (Florida Power Corporation at the time) to provide transmission level electric service (69 kilovolt and higher) to certain phosphate mining companies in PRECO's service territory. The mining companies have unique service

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

requirements and PRECO did not have the appropriate facilities to meet the phosphate customers' transmission level electric needs.

In 2006, this Commission approved an amendment to Sections 1.9 and 2.4 of the 1994 territorial agreement.² These sections address the provision of electric service to the phosphate mining companies in PRECO's service territory and the 2006 amendment clarified the parties' obligations with respect to the existing phosphate mining customers in PRECO's service territory. The number of phosphate mining customers served by DEF in PRECO's service territory, pursuant to the 1994 territorial agreement, decreased from nine customers in 1994 to two customers in 2006. The 2006 agreement will expire on December 12, 2019.

PRECO and DEF entered into the proposed territorial agreement and filed the instant petition. The proposed agreement replaces the current 2006 agreement in its entirety while incorporating many provisions of the current agreement. Under the proposed agreement the territorial boundaries have been modified and will result in the transfer of 2,858 customers from DEF to PRECO and 28 customers from PRECO to DEF.

During the review of this joint petition, Commission staff issued a joint data request to DEF and PRECO on November 8, 2018, for which responses were received on November 20, 2018. Commission staff also had follow-up questions for which responses were received on December 20, 2018. The responses have been placed in the docket file. We have jurisdiction over this matter pursuant to Section 366.04(2)(d), Florida Statutes (F.S.)

Decision

Pursuant to Section 366.04(2)(d), F.S., and Rule 25-6.0440, Florida Administrative Code (F.A.C.), this Commission has the jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Unless we determine that the agreement will cause a detriment to the public interest, the agreement shall be approved.³

Through the proposed agreement, the service area boundaries within the four-county area will be revised in order to serve customers more reliably and economically. Under the proposed agreement, 2,858 customers in Hardee County and a small area in southern Polk County will be transferred from DEF to PRECO (409 commercial, 6 industrial, and 2,443 residential customers). The petitioners explained in their response to Commission staff's data request that over the years the service areas of the two utilities have overlapped and resulted in duplicate electric service facilities and that such evolution is not unusual in rural areas. As an example, the petitioners stated that in Hardee County, DEF has facilities on one side and PRECO has facilities on the other side of the same road. The petitioners stated that transferring customers from DEF to

² Order No. PSC-06-0673-PAA-EU, issued August 7, 2006, in Docket No. 060277-EU, *In re: Joint petition for approval of territorial amendment in Polk, Hardee, Highlands, Manatee, and Osceola Counties by Progress Energy Florida, Inc. and Peace River Electric Cooperative, Inc.*

³ Utilities Commission of the City of New Smyrna Beach v. Florida Public Service Commission, 469 So. 2d 731 (Fla. 1985).

PRECO will eliminate the duplication of services, create operational efficiencies for both utilities, and will ensure customers continue to receive safe and reliable service.

In addition to the customer transfers discussed above, 28 PRECO customers will be transferred to DEF (two commercial and 26 residential customers). The petitioners stated that during due diligence field surveys of the service territory, 28 customers located in DEF's service territory were identified as being inadvertently being served by PRECO. All the customers will be transferred within 36 months of the effective date of this agreement and the petitioners will notify this Commission in writing if additional time is needed. The territorial boundary maps have been modified to reflect the customer transfers and have been updated to a GIS format to show the lines in greater detail.⁴ Additionally, parcels that were divided (between the two electric providers) by the prior territorial boundary lines have been modified to eliminate split parcels.

The petitioners explained that the customer transfer process includes the following steps: planning and coordinating between multiple departments of each utility, seeking this Commission's approval of the proposed agreement, conducting engineering studies, developing customer communications plan, evaluating facilities, conducting various field reviews, and conducting individual engineering work requests designed for each customer being transferred.

In accordance with Rule 25-6.0440(1)(d), F.A.C., the petitioners state that prior to the filing of this petition, the impacted customers were notified by mail of the transfer and provided a description of the differences in rates between DEF and PRECO.⁵ As of July 2018, the bill for a residential customer using 1,000 kilowatt hours (kWh) was \$128.78 for PRECO and \$124.16 for DEF. As of July 2018, the bill for a commercial non-demand customer using 1,500 kWhs was \$207.63 for PRECO and \$189.41 for DEF. Customer deposits for DEF and PRECO customers will be applied to their last electric bill and any surplus will be refunded directly to the customers.

Additionally, the joint petitioners held an open house in Wauchula on August 14, 2018, for customers affected by the proposed transfers. Issues and concerns discussed at the open house were regarding differences in rates, billing, customer deposits, and residential seasonal service programs. The petitioners stated that PRECO and DEF had several representatives present to answer questions and there were no outstanding concerns after the open house. The petition includes customer notification letters and a summary of customer issues and concerns stated at the open house.⁶

Pursuant to Section 2.5 of the proposed agreement, DEF provides electric service to a phosphate mining customer in PRECO's service territory. DEF's service to the mining customer is limited to the electric requirements directly associated with the mining operations. The phosphate mining customer is referred to as a Special Industrial Customer in the agreement. The agreement provides that once the Special Industrial Customer operating in PRECO's service

⁴ Composite Exhibit A of the petition.

⁵ Exhibit F of the petition.

⁶ Attachment 1 of the petition.

territory completes its mining operations, all rights to serve the Special Industrial Customer in PRECO's service territory will revert back to PRECO.

Pursuant to Section 3.4 of the proposed agreement, either utility may elect to purchase electric distribution facilities exclusively for providing electric service to the transferred customers. To determine the facilities' value, the utilities will use a common engineering cost estimation methodology such as the Handy-Whitman index. In response to Commission staff's data request, the joint petitioners stated that they have not yet made a final decision regarding transferring or purchasing facilities, but will undertake a valuation of facilities once the proposed agreement is approved by this Commission.

Pursuant to Section 1.14 of the proposed agreement, the effective date of the agreement will be the date on which a final Order is issued by this Commission. The proposed agreement has been negotiated for an initial term of 30 years and may automatically be extended for succeeding periods of five years. After the expiration of the 30-year term of the proposed agreement in 2049, the agreement would remain in effect for succeeding periods of five years until and unless either party provides written notice of termination no less than 12 months prior to the termination date. Section 5.1 of the agreement states that any modifications to the agreement must be submitted to this Commission for approval.

After review of the petition, the proposed territorial agreement, and the joint petitioners' responses to Commission staff's data requests, we believe that the proposed amendments to the territorial agreement are in the public interest and will enable DEF and PRECO to serve their customers in an efficient manner. The joint petitioners in their responses state that they have worked collaboratively to structure the proposed amendments to their territorial agreement and that it furthers the goals of avoiding duplication of service and enables them to achieve operational efficiency. We find that the proposed amendments will eliminate any potential uneconomic duplication of facilities and will not cause a decrease in the reliability of electric service to the customers. As such, we conclude that the proposed territorial agreement between DEF and PRECO will not cause a detriment to the public interest and it shall be approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the joint petition by Duke Energy Florida, LLC and Peace River Electric Cooperative for approval of an amended territorial agreement in Hardee, Highlands, Polk, and Osceola Counties is approved. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 28th day of January, 2019.



ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

JEN

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), 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.

As identified in the body of this order, our action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on February 18, 2019. If such a petition is filed, mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing. In the absence of such a petition, this order shall become effective and final upon the issuance of a Consummating Order.

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.

Territorial Agreement Between
Duke Energy Florida, LLC
And
Peace River Electric Cooperative, Inc.
Polk, Hardee, Highlands, and Osceola Counties

AGREEMENT

Section 0.1: Duke Energy Florida, LLC d/b/a Duke Energy (DEF) and Peace River Electric Cooperative, Inc. (PRECO) (collectively, the “Parties” and individually, a “Party”) enter into this Territorial Agreement (the “Agreement”) on this 31st day of August, 2018.

WITNESSETH:

Section 0.2: WHEREAS, PRECO, by virtue of Chapter 425, Florida Statutes, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its members, governmental agencies and political subdivisions, and to other persons, as defined by the laws of Florida, and pursuant to such authority, presently, furnishes electricity and power to members and customers in areas of Polk, Hardee, Highlands, and Osceola counties¹; and

Section 0.3: WHEREAS, DEF, by virtue of Chapter 425, Florida Statutes, is authorized and empowered to furnish electricity to customers throughout the State of Florida, and pursuant to such authority, presently, furnishes electric service to customers in areas of Polk, Hardee, Highlands, and Osceola counties; and

Section 0.4: WHEREAS, PRECO and DEF are Parties to a currently effective territorial agreement approved by the Florida Public Service Commission (the “Commission”) in Order No. PSC-94-1522-FOF-EU, issued December 12, 1994 and in Order PSC-2006-0742-CO-EU, issued September 1, 2006, in Docket No. 20060277-EU (the “Existing Agreement”), which delineates the Parties’ respective service territories in Polk, Hardee, Highlands and Osceola counties; and

Section 0.5: WHEREAS, the Existing Agreement has a term of twenty five years through December 12, 2019, and provides for automatic renewal for another twenty five year period with prerequisite approval by the Commission.

¹ PRECO presently furnishes retail electric service in Manatee and DeSoto counties, however, those territorial areas are not contiguous to any DEF territorial areas and therefore are not part of this agreement.

Section 0.6: WHEREAS, the Parties desire to amend and restate the Existing Agreement in its entirety through this amended Agreement to gain further operational efficiencies and customer service improvements in their respective retail service areas, while continuing to eliminate circumstances giving rise to uneconomic duplication of service facilities; and;

Section 0.7: WHEREAS, the respective areas of service of the Parties are contiguous in many places, and the Parties seek to minimize costs to their respective rate payers by avoiding duplication of generation, transmission and distribution facilities; and

Section 0.8: WHEREAS, the Commission has previously recognized that any such duplication of facilities results in needless and wasteful expenditures and may create hazardous conditions, both being detrimental to the public interest; and

Section 0.9: WHEREAS, the Parties desire to continue to avoid and eliminate the circumstances giving rise to potential duplications of facilities and hazardous conditions, and in furtherance of such desire have established Territorial Boundary Lines to delineate their respective retail Territorial Areas, subject to the approval of the Commission; and

Section 0.10: WHEREAS, the Commission is empowered by Section 366.04(2)(d), Florida Statutes, to approve territorial agreements and resolve territorial disputes between rural electric cooperatives and other electric utilities under its jurisdiction, has often recognized the wisdom of such territorial agreements, and held such agreements, when properly presented to the Commission are advisable in proper circumstances, and, indeed, in the public interest;

Section 0.11: NOW, THEREFORE, in consideration of the premises of aforesaid and the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1: Territorial Boundary Line(s). As used herein, the term “Territorial Boundary Line(s)” shall mean the boundary lines which circumscribe the geographic areas

shown on the maps attached hereto as **Composite Exhibit "A"**, which differentiate and divide the PRECO Territorial Areas from the DEF Territorial Areas in Polk, Hardee, Highlands, and Osceola counties. The portions of the counties which are not subject to this agreement are marked on the maps as "Not Part Of This Agreement." Additionally, as required pursuant to Rule 25-6.0440(1)(a), F.A.C., a written description of the territorial areas served is attached as **Exhibit "B"**. If there are any discrepancies between Composite Exhibit "A" and Exhibit "B", then the territorial boundary maps in Composite Exhibit "A" shall prevail.

Section 1.2: PRECO Territorial Area. As used herein, the term "PRECO Territorial Area" shall mean the geographic areas in Polk, Hardee, Highlands, and Osceola counties allocated to PRECO as its retail service territory and labeled as "PRECO" on the maps contained in Composite Exhibit "A."

Section 1.3: DEF Territorial Area. As used herein, the term "DEF Territorial Area" shall mean the geographic areas in Polk, Hardee, Highlands, and Osceola counties allocated to DEF as its retail service territory and labeled as "DEF" on the maps contained in Composite Exhibit "A."

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

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

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

Section 1.7: New Customer. As used herein, the term "New Customer" shall mean any person that applies to either PRECO or DEF for retail electric services after the Effective Date of this Agreement at a Point of Use in the Territorial Area of either Party.

Section 1.8: Existing Customer. As used herein, the term “Existing Customer” shall mean any person receiving retail electric service from either PRECO or DEF on the Effective Date of this Agreement.

Section 1.9: Special Industrial Customers. As used herein, the term “Special Industrial Customers” shall mean phosphate mining customers in PRECO’s service territory.

Section 1.10: Extra-Territorial Customers. As used herein, the term “Extra Territorial Customers shall mean any person receiving retail electric service from either PRECO or DEF on the Effective Date of this Agreement who are located in the Territorial Area of the other Party established by this Agreement.

Section 1.11: Temporary Service Customers. As used herein, the term “Temporary Service Customers” shall mean any person being served under the temporary service provisions of the Agreement in Section 2.3.

Section 1.12: 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 retail service under this Agreement, irrespective of where the customer’s point of delivery or metering is located.

Section 1.13: Commission. As used herein, the term “Commission” shall mean the Florida Public Service Commission.

Section 1.14: 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 Agreement in its entirety becomes no longer subject to judicial review.

ARTICLE II
AREA ALLOCATIONS AND SERVICE TO CUSTOMERS

Section 2.1: Territorial Allocations. Except as otherwise specifically provided herein, during the term of this Agreement, PRECO shall have the exclusive authority to furnish retail electric service within the PRECO 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 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 of them will knowingly serve or 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 Section 2.3 of this Agreement.

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 agree, in writing, to temporarily provide service to such New Customer. Prior to the commencement of temporary service, the Party providing such service shall inform the New Customer of the temporary nature of such service and that the other Party will ultimately serve the customer. In the event any such temporary service exceeds a period of one year, the Parties shall submit a list of said temporary services exceeding one year to the Commission for approval.

In conjunction with such discontinuance, the Party providing temporary service shall be compensated by the requesting Party in accordance with Section 3.4 for its distribution facilities used exclusively to provide such service, which the other Party may elect to acquire, but the other Party shall not be entitled to compensation for any loss of revenues for the period during which such temporary service is provided.

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

Section 2.4: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Agreement in which either Party is inadvertently providing retail electric service to a customer's Point of Use located within the Territorial Area of the other Party, service to such customer will be transferred to such other Party, and service by the other Party shall be established at the earliest practical time, but in any event, within twelve (12) 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.

Section 2.5: Service to Special Industrial Customer. DEF provides retail electric service to a single phosphate mining customer in PRECO's service territory. This customer has unique service requirements due to the nature of its businesses. In order to provide safe and efficient service to this customer and to avoid uneconomic duplication of service and facilities, the Parties have agreed that DEF will provide retail electric service to this Special Industrial Customer, and its successors and assigns, but only in that portion of PRECO's service territory depicted in the maps attached hereto as **Composite Exhibit "C"** as specifically provided herein. Service to the Special Industrial Customer shall be limited to the electric requirements directly associated with the mining operations of this customer at present locations and expansions of present locations in that portion of PRECO's Territorial Area depicted in Composite Exhibit "C." Except as otherwise specifically provided for in this Agreement, PRECO will continue to provide retail electric service to all other customers in its service territory, and DEF's limited right to serve the Special Industrial Customer shall not affect PRECO's right to serve such other customers. Further, once the Special Industrial Customer currently operating in PRECO's service

territory completes its mining operations, all rights to serve Special Industrial Customers in PRECO's Territorial Area will revert back to PRECO. Consistent with the provisions of Sections 3.3 and 3.4 of this Agreement, any substations owned by DEF within PRECO's service territory that are used exclusively to serve the Special Industrial Customer may be sold by DEF to PRECO for the replacement cost of such facilities, less depreciation, once the Special Industrial Customer currently operating in PRECO's service territory completes its mining operations.

ARTICLE III
TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.1: In General. In order to achieve the operational efficiencies and other benefits contemplated by this Agreement, except as provided in Section 2.5, all Extra-Territorial Customers of either Party shall be served by the Party in whose Territorial Area they are located in at the earliest practical time, consistent with sound utility practices and reasonable customer notice. Accordingly, no later than thirty-six (36) months after the Effective Date of this Agreement, except as provided in Section 2.5 all Extra-Territorial Customers located in the PRECO Territorial Area who are served by DEF on the Effective Date shall be transferred to and thereafter served by PRECO, and all Extra-Territorial Customers located in the DEF Territorial Area who are served by PRECO on the Effective Date of this Agreement shall be transferred to and thereafter served by DEF.

In accordance with Rule 25-6.0440(1)(d), F.A.C., the affected Extra-Territorial Customers subject to transfer have been sent written notification of this Agreement and the transfer provisions described above. Sample copies of the letters providing such notification are attached as **Exhibit F**.

In the event that circumstances arise during the term of this 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.

Section 3.2: Transfer of Extra-Territorial Customers. The Extra-Territorial Customers currently served by PRECO and subject to transfer to DEF pursuant to this Agreement are listed by the service address and/or other identifying factor, in **Exhibit D**, hereto. The Extra-Territorial Customers currently served by DEF and subject to transfer to PRECO pursuant to this Agreement are listed by the service address and/or other identifying factor, in **Exhibit E**, hereto.

Section 3.3: Transfer of Related Service Facilities. In conjunction with the transfer of Extra-Territorial Customers pursuant to Sections 3.1 and 3.2 above, the receiving Party may elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service to the transferred customers for an amount to be determined in accordance with Section 3.4 below.

Section 3.4: Compensation for Transferred Facilities. Should the receiving Party elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service, the receiving Party shall compensate the transferring Party in an amount based upon the replacement cost (new), less depreciation calculated on a straight line basis over the life of the asset (facility) as determined from the transferring Party’s books and records. The replacement cost shall be determined by applying a cost calculator such as the Handy Whitman index or a common engineering cost estimation methodology to the original cost, as long as both Parties apply the same estimation method.

Section 3.5: Transfer Segment Closings. The Parties acknowledge that it may be more efficient to accomplish a particular transfer in segments or phases. The Parties shall mutually agree on a closing date for each transfer segment, allowing sufficient time for the Parties to identify the customers and facilities to be transferred; to determine the compensation for transferred customers and facilities; and to prepare the appropriate closing statements, assignments, and other instruments to transfer and convey the transferring Party’s interest in the electric distribution facilities to the receiving Party pursuant to Section 3.3 above. At the closing, the receiving Party shall pay the transferring Party the compensation due it, and the transferring

Party shall execute and deliver to the receiving Party the assignments and other instruments referred to above.

Section 3.6: Transfer Instruments. For each transfer made under this Agreement, the transferring Party will make, execute, and deliver to the receiving Party a conveyance, deed or other instrument of transfer, as is appropriate, in order to convey all rights, titles and interests of the transferring Party in any facilities, rights-of-way, easements, road permits, or other rights to the receiving Party.

Section 3.7: Time of Payment. All payments from the receiving Party to the transferring Party determined in accordance with this section shall be made in cash within 60 days of the presentation of an invoice from the transferring Party.

ARTICLE IV **OPERATION AND MAINTENANCE**

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

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

Section 4.3: DEF 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 facility of DEF located in the PRECO Territorial Area; provided, however, that DEF shall construct, operate and maintain its lines and facilities in such a manner as to minimize any interference with operations of PRECO in the PRECO Territorial Area.

ARTICLE V
PREREQUISITE APPROVAL

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

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

Section 5.3: Supersedes Prior Agreements. Upon approval by the Commission, this Agreement shall be deemed to specifically supersede any and all prior agreements between the Parties regarding their respective retail service areas in Polk, Hardee, Highlands, and Osceola counties.

ARTICLE VI
DURATION

Section 6.1: This Agreement shall become effective upon approval by the Commission and shall continue in effect until termination, or until supplemented and amended by mutual written agreement of the parties and approval by the Commission, but in no event for a period exceeding thirty (30) years from the date of the Commission's initial Order approving this Agreement. Thereafter, the Agreement may automatically be extended for succeeding periods of five (5) years except that this Agreement may be terminated by either Party after expiration of the thirty (30) year term period or succeeding five (5) year period upon one (1) year's written notice to the other Party.

ARTICLE VII
CONSTRUCTION OF AGREEMENT

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

Section 7.2: Other Electric Utilities. Nothing in this Agreement shall restrict or affect in any manner the right of either Party to establish its retail service area with respect to the retail service territory of any other electric utility not a party to this Agreement. The Parties understand that PRECO 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 PRECO or DEF from designating any portion of its Territorial Area under this Agreement as the service area of such other electric utility.

Section 7.3: Bulk Power for Resale. Nothing herein shall be construed to prevent either party from providing bulk power supply for resale purposes as defined in the Final Judgment dated August 19, 1971 in the *United States of America v. Florida Power Corporation and the Tampa Electric Company*, United States District Court for the Middle District of Florida, Case No. 68-297-Civ-T (“the Final Judgment”), regardless of where the purchaser for resale may be located. Further, no other section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes as defined in the Final Judgment.

ARTICLE VIII
MISCELLANEOUS

Section 8.1: Negotiations. Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms or conditions agreed upon by the parties are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the Parties hereto unless the same shall be in writing, attached hereto, signed by both of the parties and approved by the Commission in accordance with Article V, Section 5.1 hereof.

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

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

To Peace River Electric Cooperative, Inc.:

Randall W. Shaw, General Manager/CEO
Peace River Electric Cooperative, Inc.
P.O. Box 1310
Wauchula, Florida 33873
Fax: 855-278-7403

To Duke Energy Florida:


Catherine Stempien, State President
Duke Energy Florida, LLC
P.O. Box 14042
St. Petersburg, Florida 33733
Fax: 727-820-5044

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 hereby have caused this 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.

PEACE RIVER ELECTRIC COOPERATIVE, INC.

By:


Chris Portale, President
P.O. Box 1310
Wauchula, Florida 33873

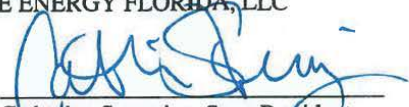
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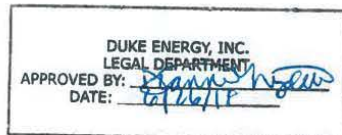
By:


Ellen Bachman, Secretary

DUKE ENERGY FLORIDA, LLC

By:


Catherine Stempien, State President
P.O. Box 14042
St. Petersburg, Florida 33733

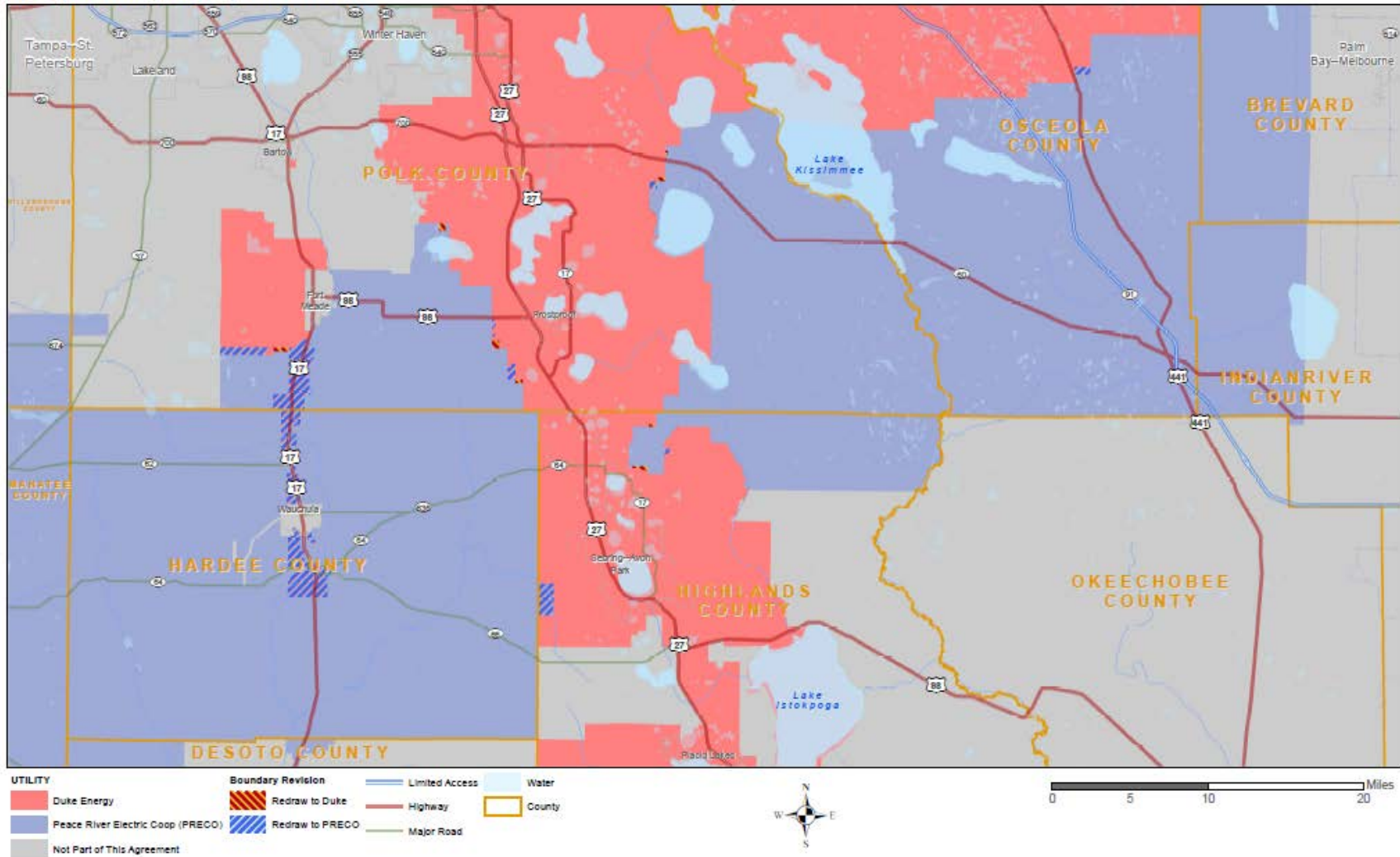


ATTEST:

By:


Dianne Triplett, Deputy General Counsel

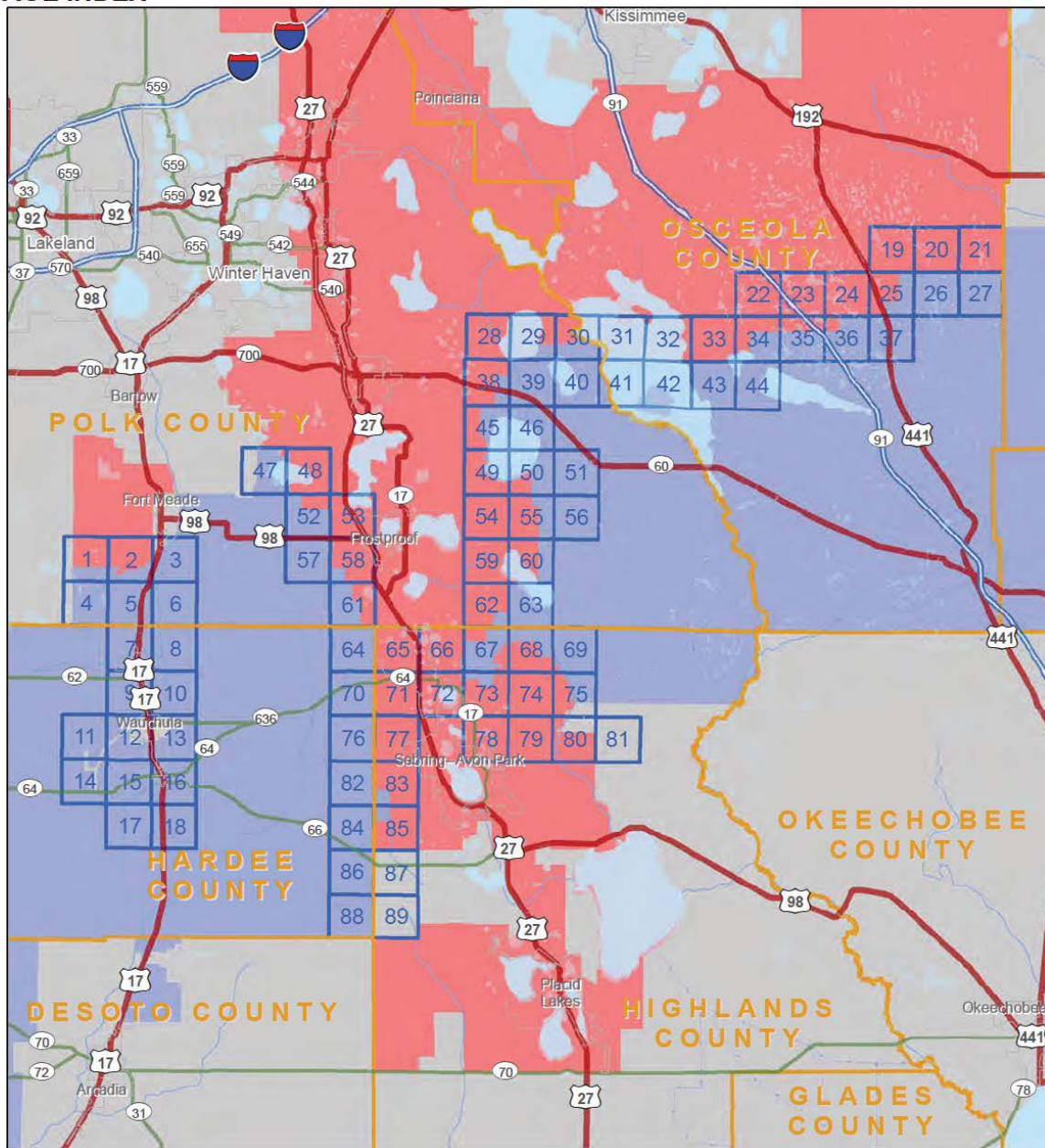
**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE, HIGHLANDS, OSCEOLA, and POLK COUNTIES**



Composite Exhibit A

Territorial Agreement Maps
Delineating the
Territorial Service Boundaries
in
Polk, Hardee, Highlands
and
Osceola counties

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE, HIGHLANDS, OSCEOLA, and POLK COUNTIES
PAGE INDEX**



UTILITY

- Duke Energy
- Peace River Electric Coop (PRECO)
- Not Part of This Agreement
- Limited Access
- Highway
- Major Road
- Water
- County
- Page



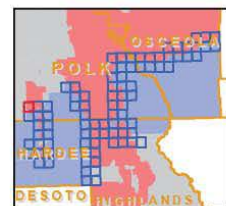
**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**

EXHIBIT A

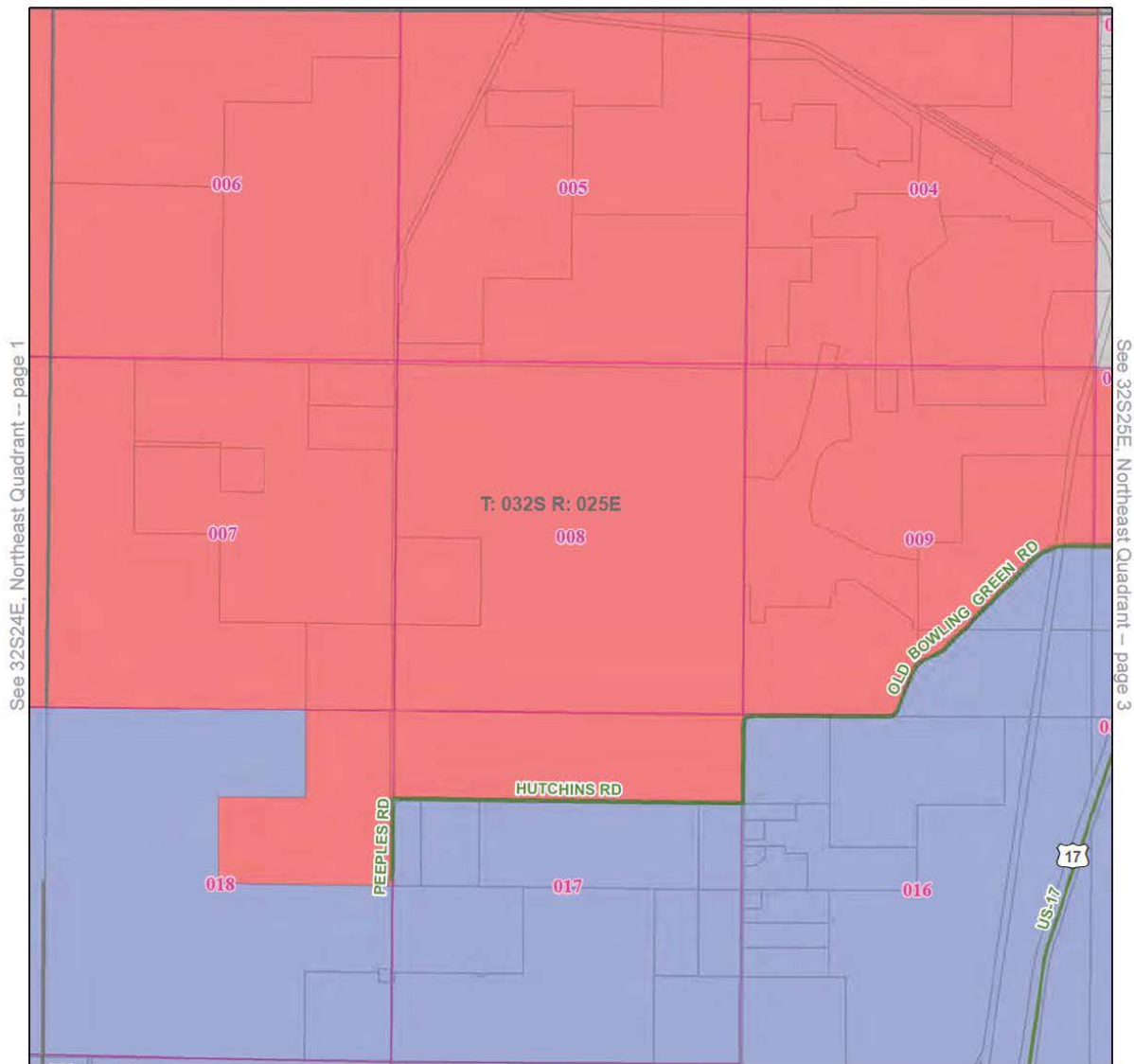


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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 32S
Range: 24E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



See 32S24E, Northeast Quadrant -- page 1

See 32S25E, Northeast Quadrant -- page 3

See 32S25E, Southwest Quadrant -- page 5

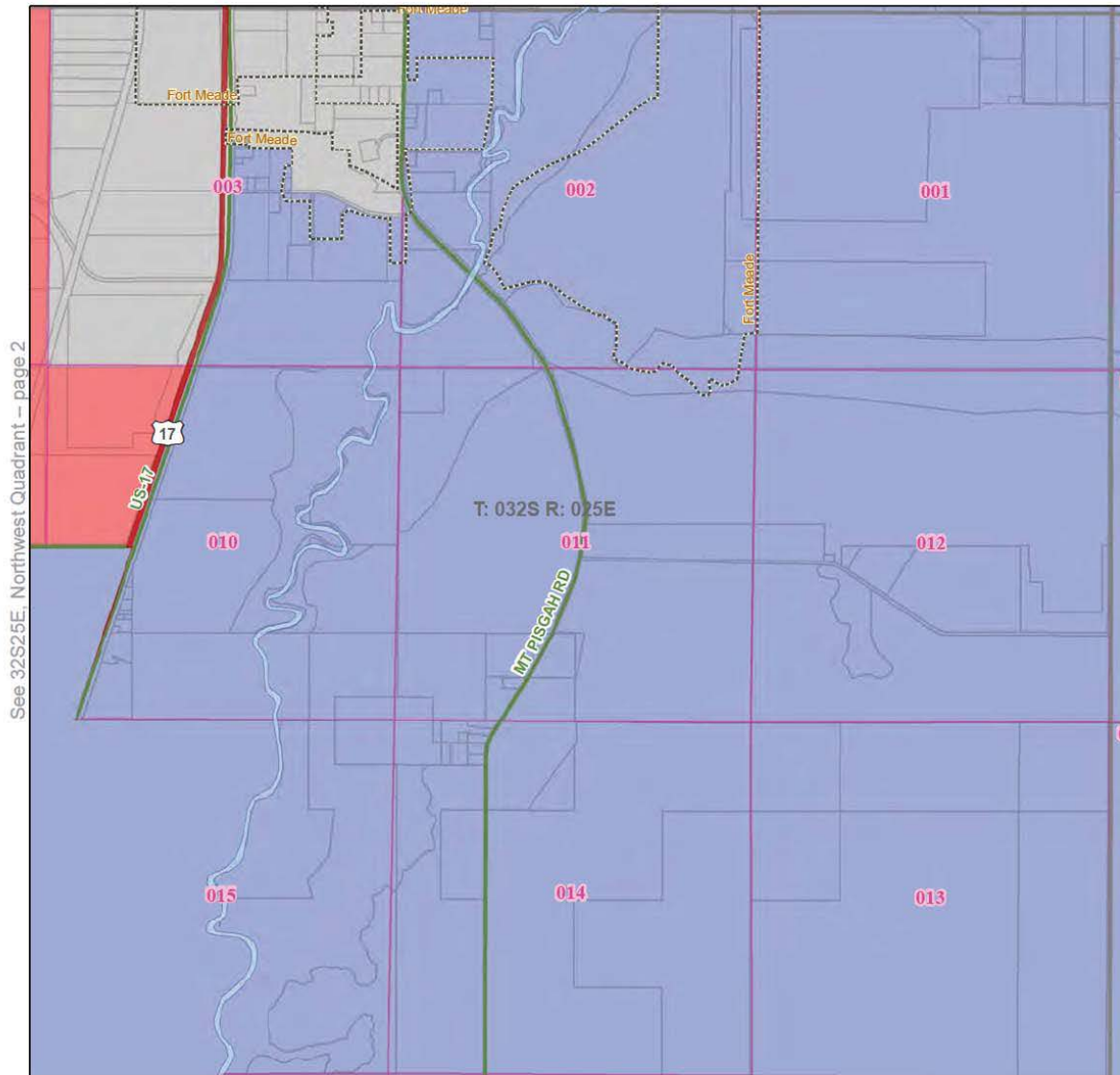
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| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 32S
Range: 25E
County: POLK COUNTY, FL



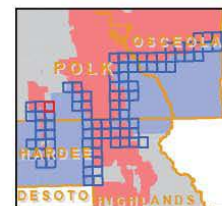
EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 32S
Range: 25E
County: POLK COUNTY, FL

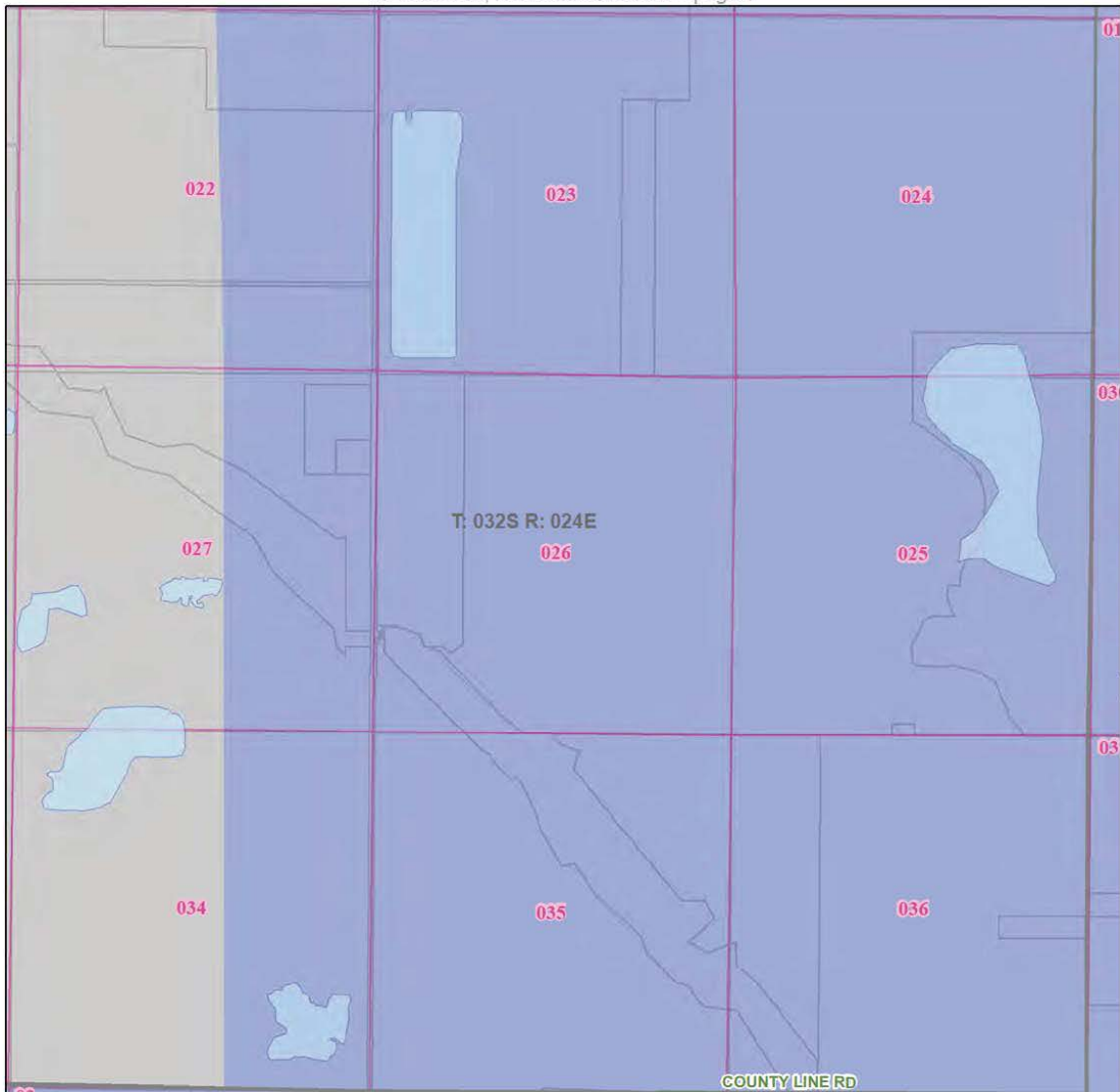


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**

EXHIBIT A



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| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 32S
Range: 24E
County: POLK COUNTY, FL

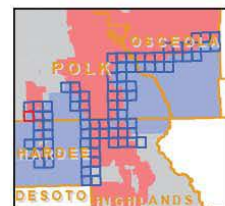
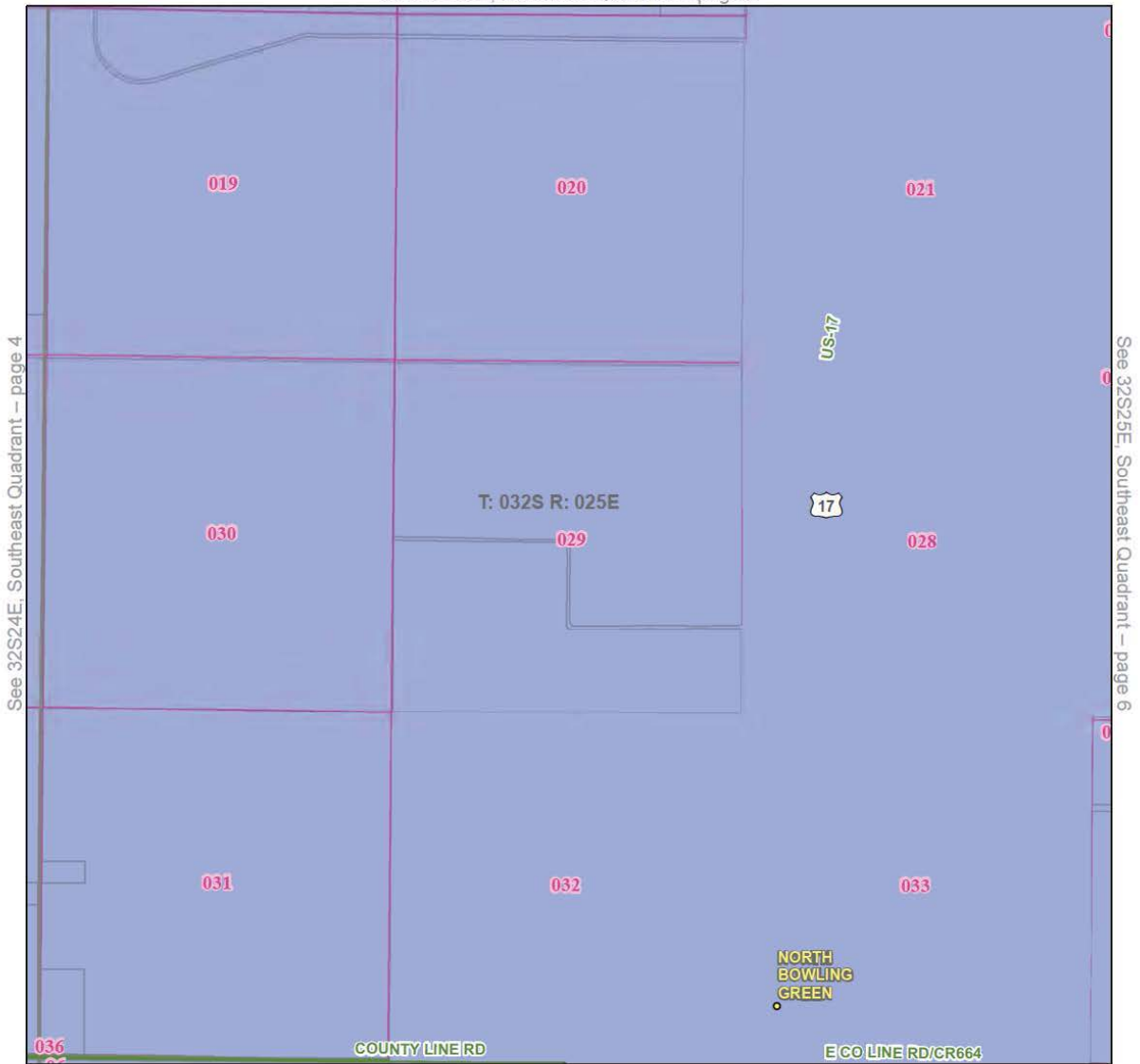


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 32S25E, Northwest Quadrant -- page 2



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
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Range: 25E
County: POLK COUNTY, FL

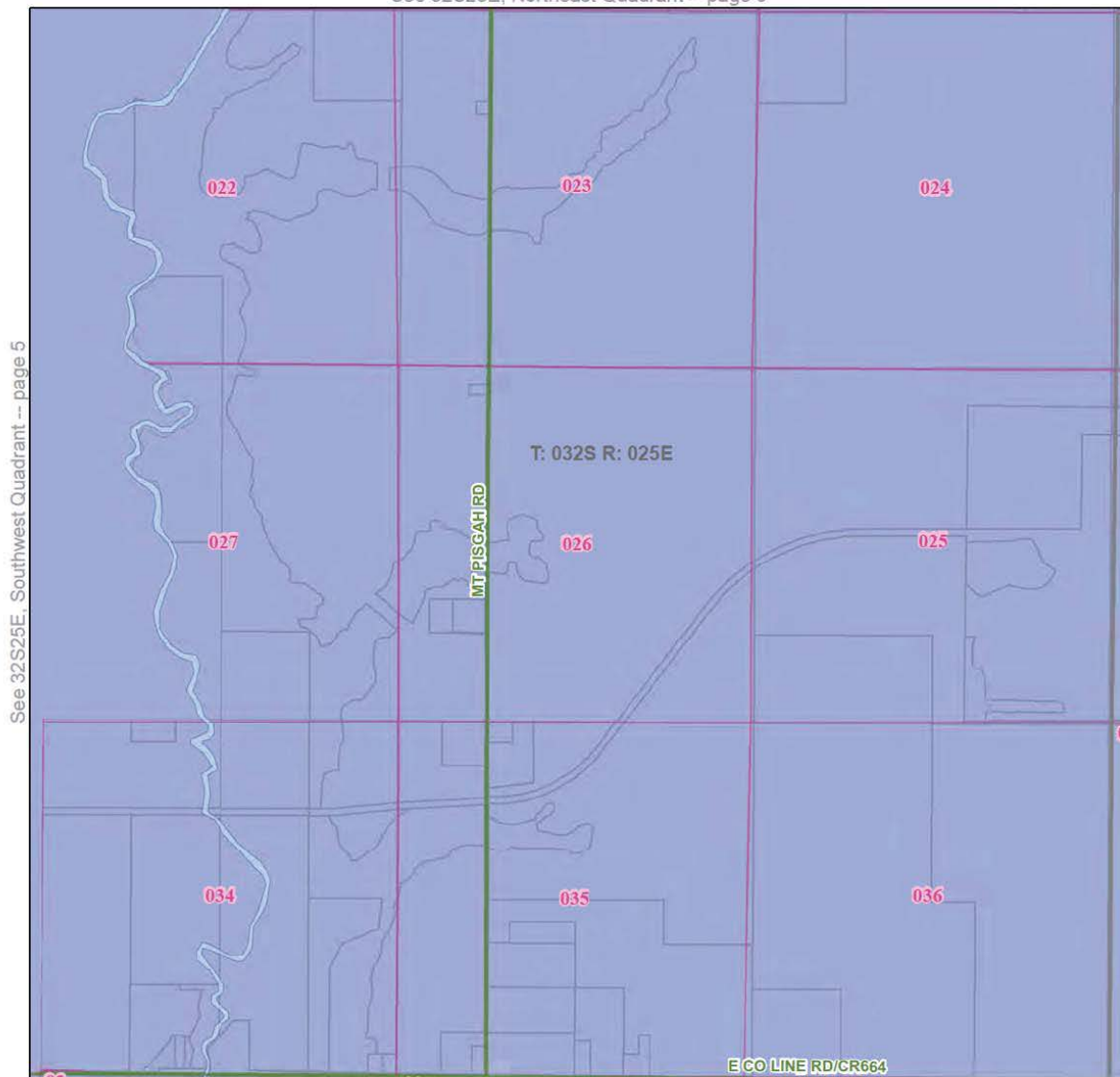


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**

EXHIBIT A



See 32S25E, Northeast Quadrant -- page 3

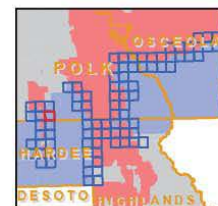


See 32S25E, Southwest Quadrant -- page 5

See 33S25E, Northeast Quadrant -- page 8

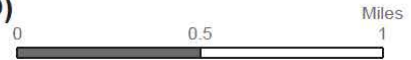
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| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 32S
Range: 25E
County: POLK COUNTY, FL

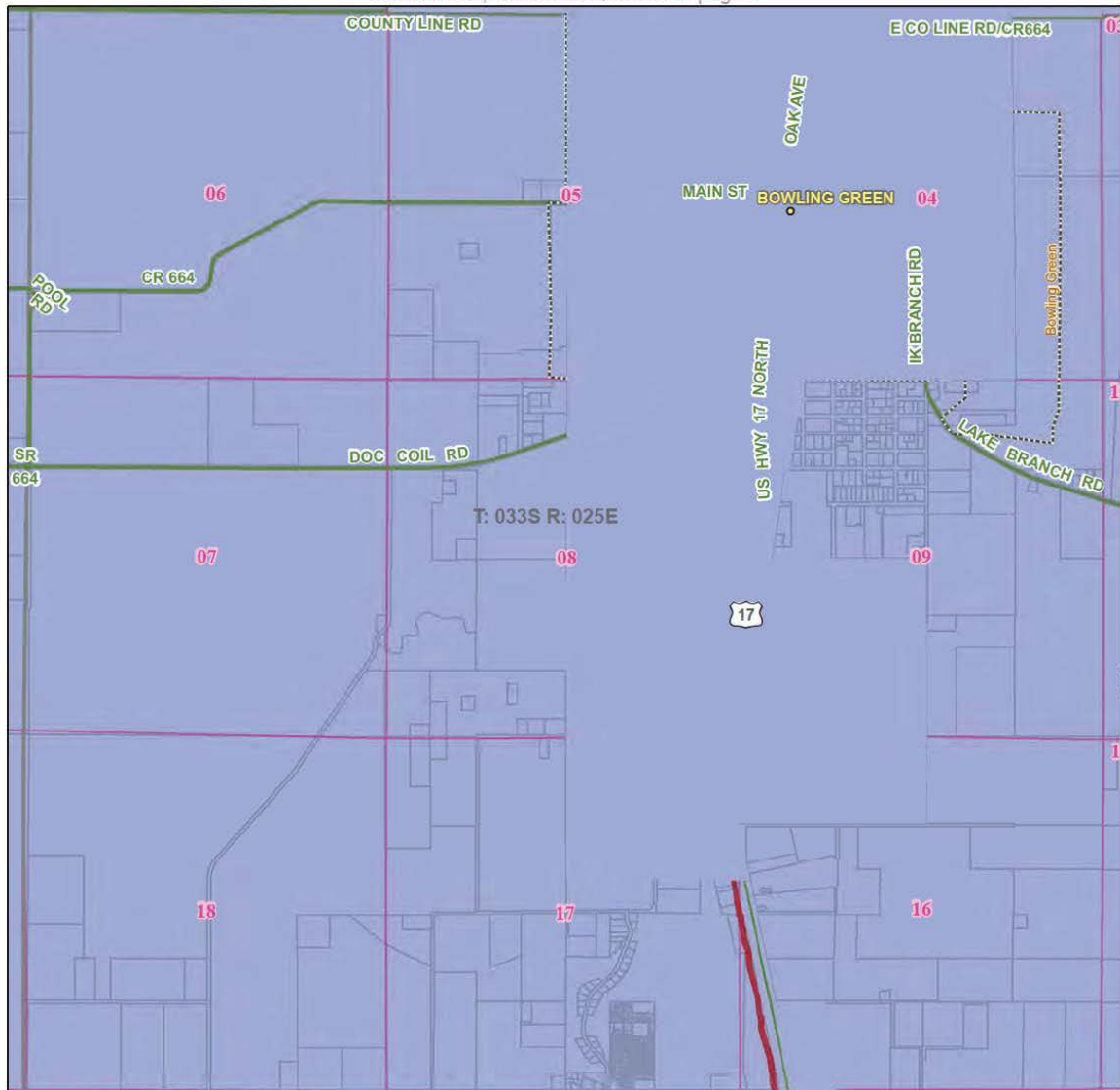


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**

EXHIBIT A



See 32S25E, Southwest Quadrant -- page 5

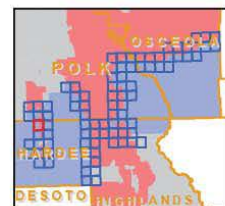


See 33S25E, Northeast Quadrant -- page 8

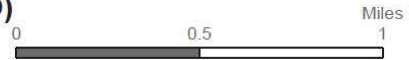
See 33S25E, Southwest Quadrant -- page 9

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| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

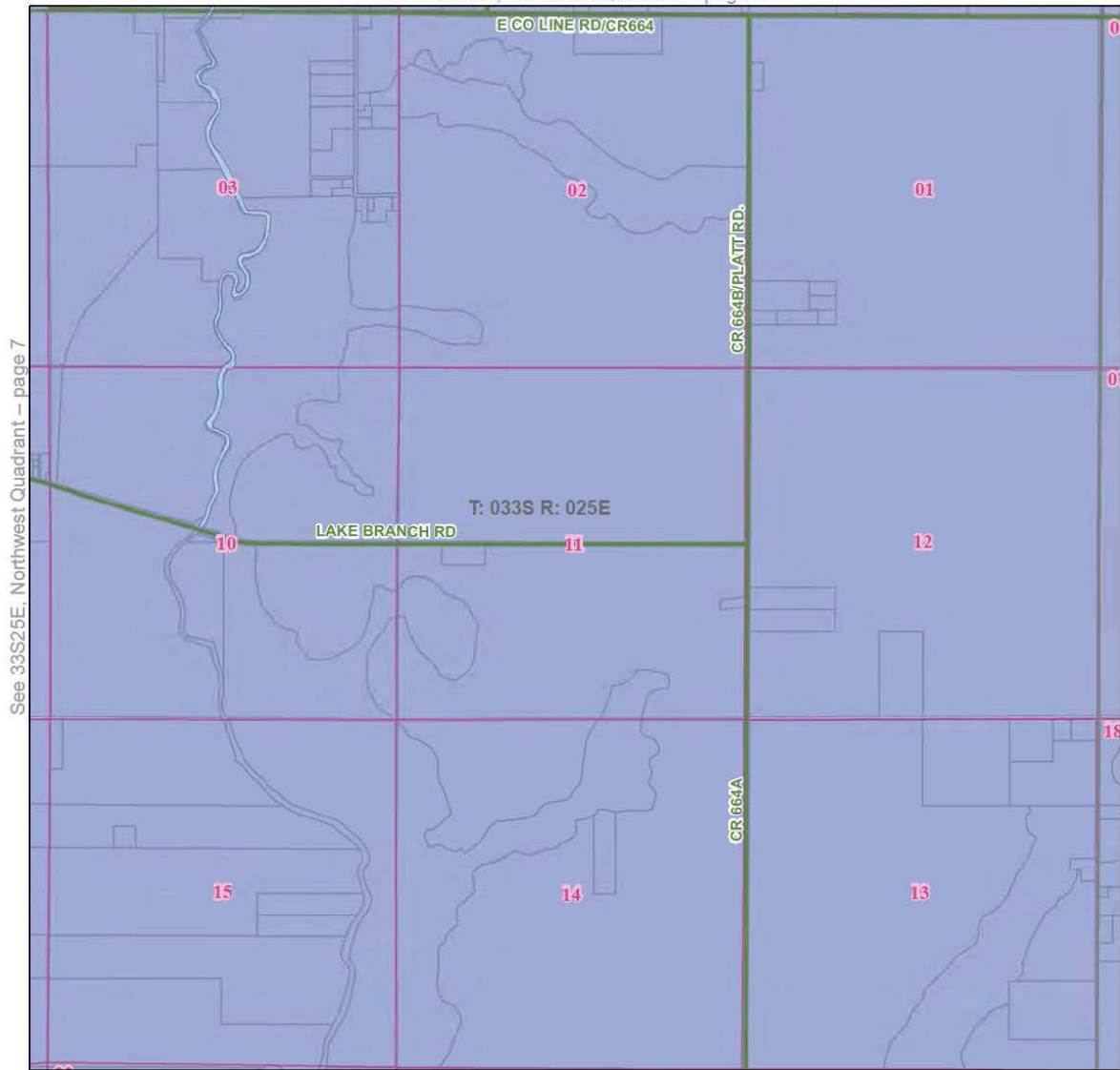
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Township: 33S
Range: 25E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**



See 32S25E, Southeast Quadrant -- page 6



See 33S25E, Northwest Quadrant -- page 7

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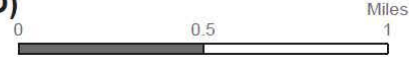
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| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 33S
Range: 25E
County: HARDEE COUNTY, FL

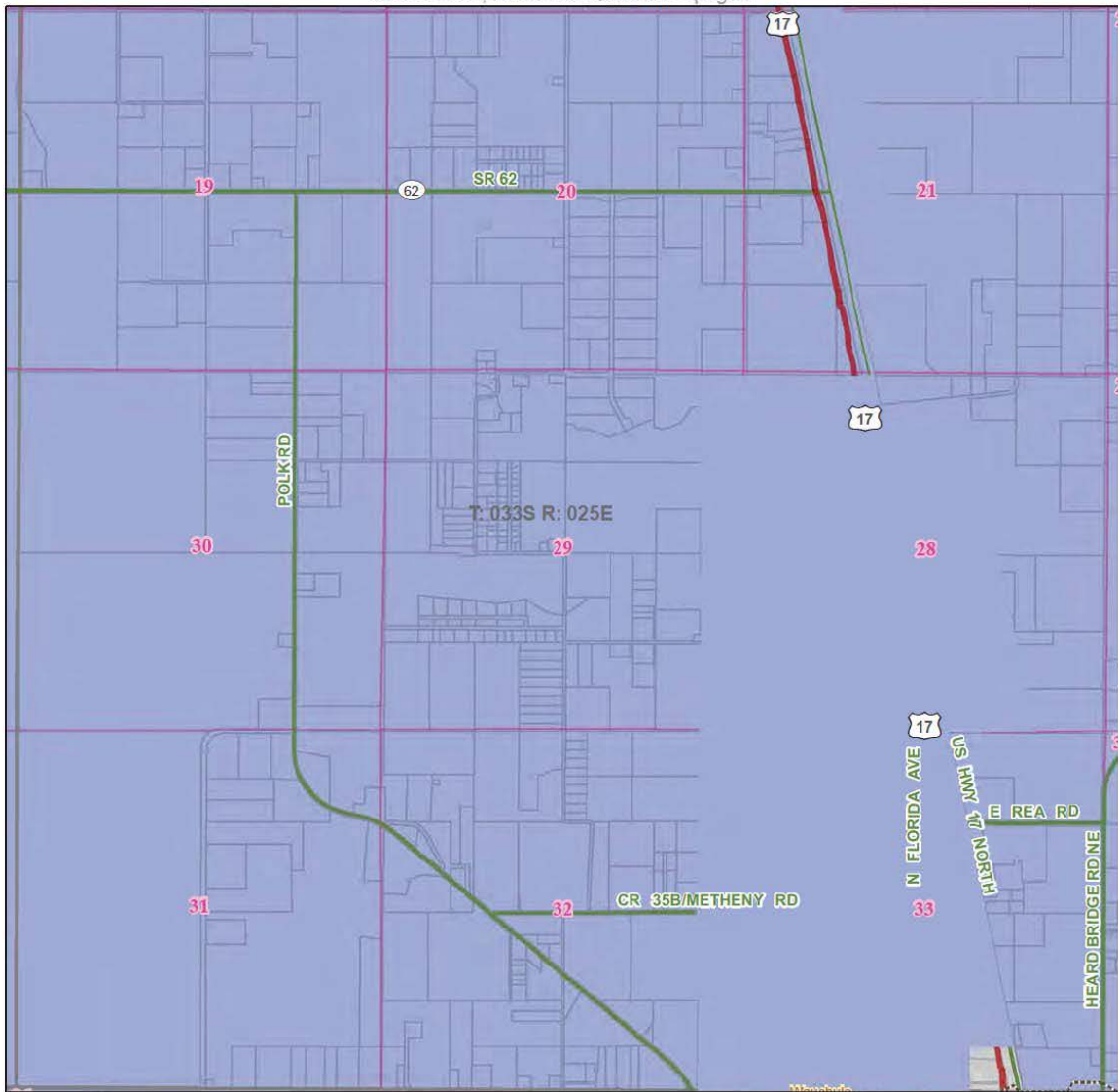


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**



See 33S25E, Northwest Quadrant -- page 7

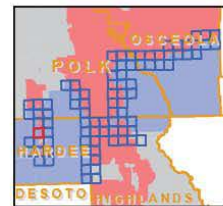


See 33S25E, Southeast Quadrant -- page 10

See 34S25E, Northwest Quadrant -- page 12

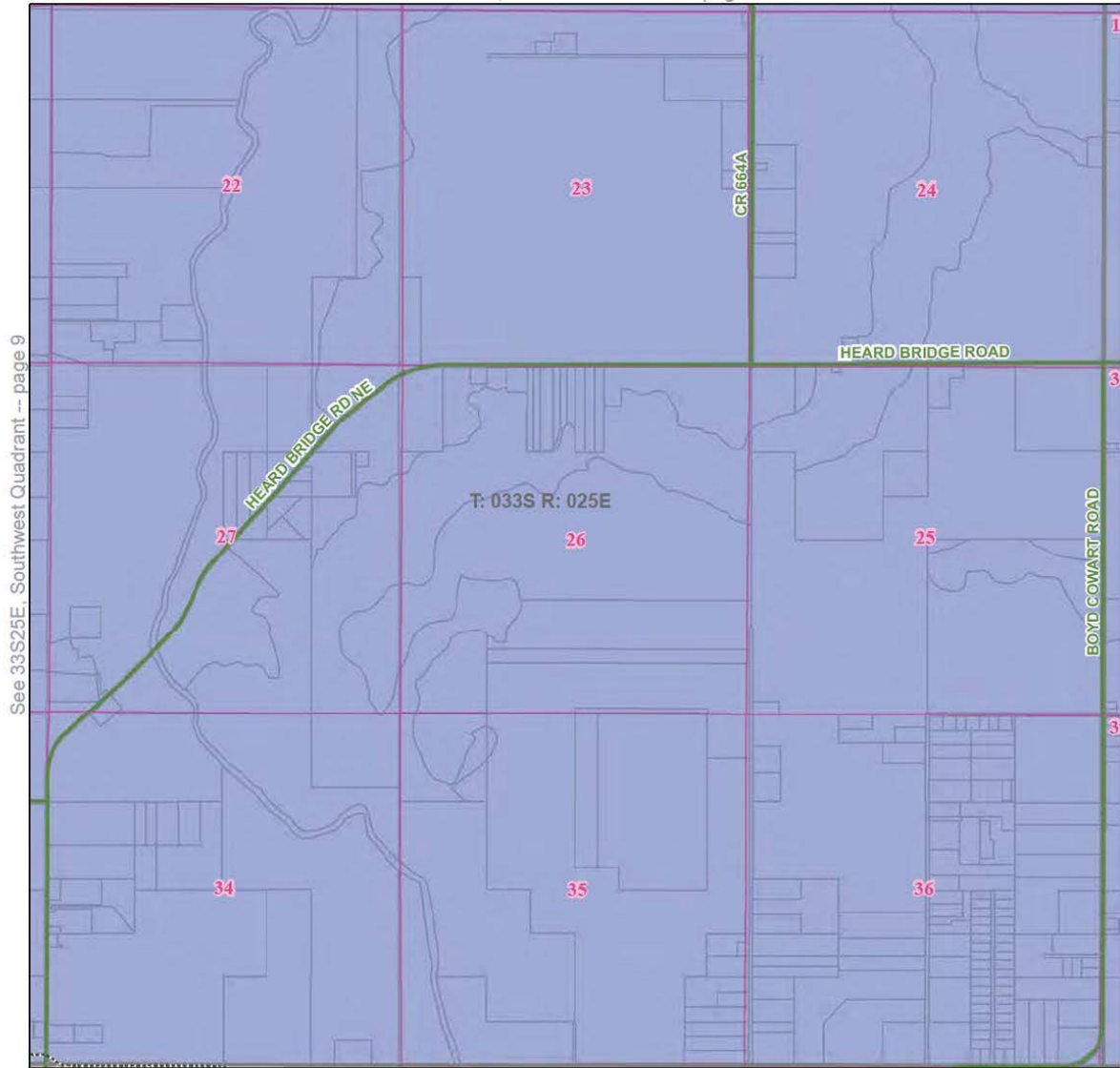
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| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 33S
Range: 25E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**

See 33S25E, Northeast Quadrant -- page 8



See 33S25E, Southwest Quadrant -- page 9

See 34S25E, Northeast Quadrant -- page 13

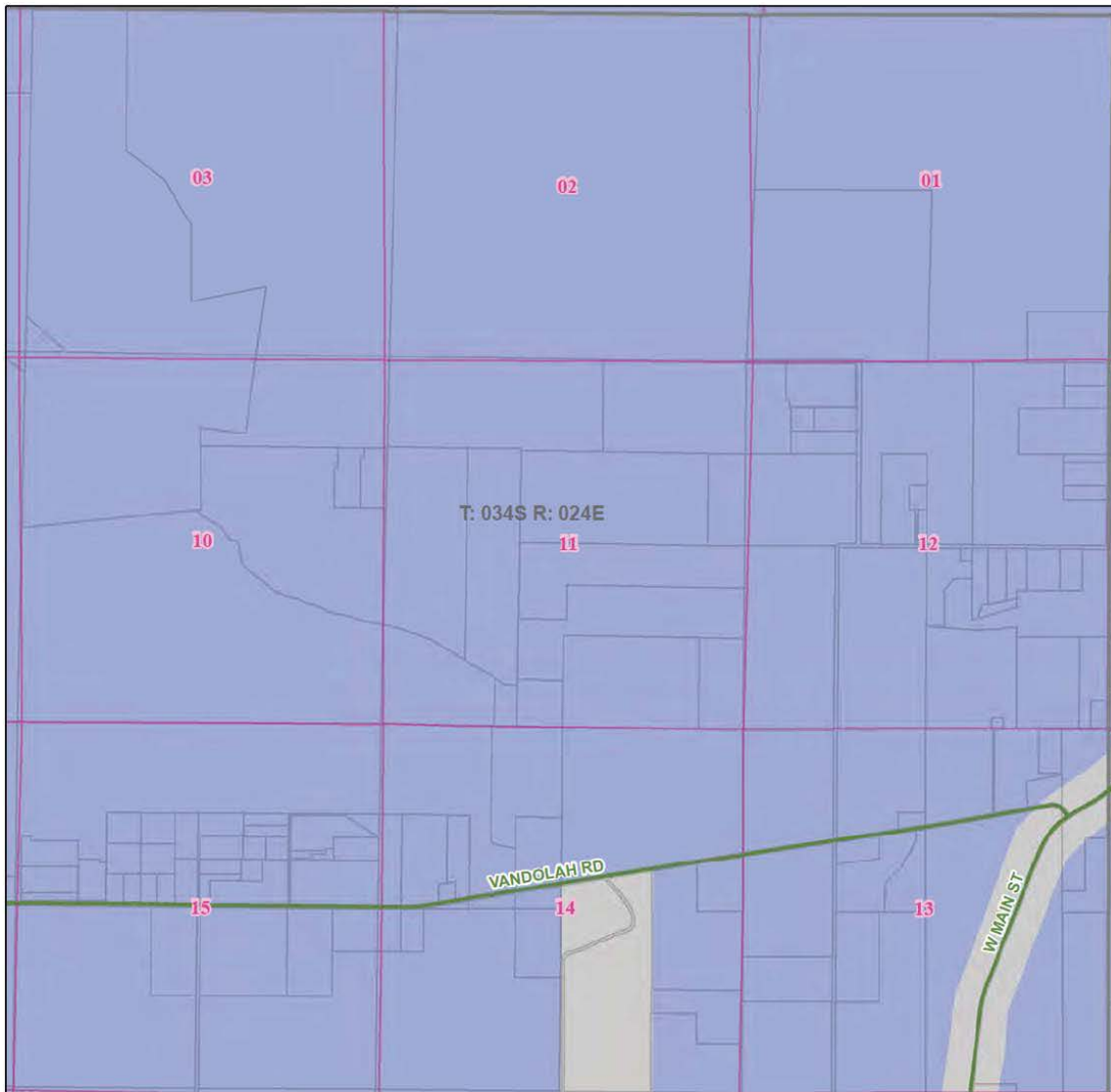
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| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 33S
Range: 25E
County: HARDEE COUNTY, FL



EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**

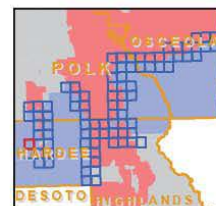


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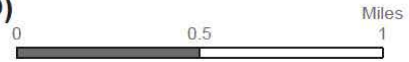
See 34S24E, Southeast Quadrant -- page 14

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| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

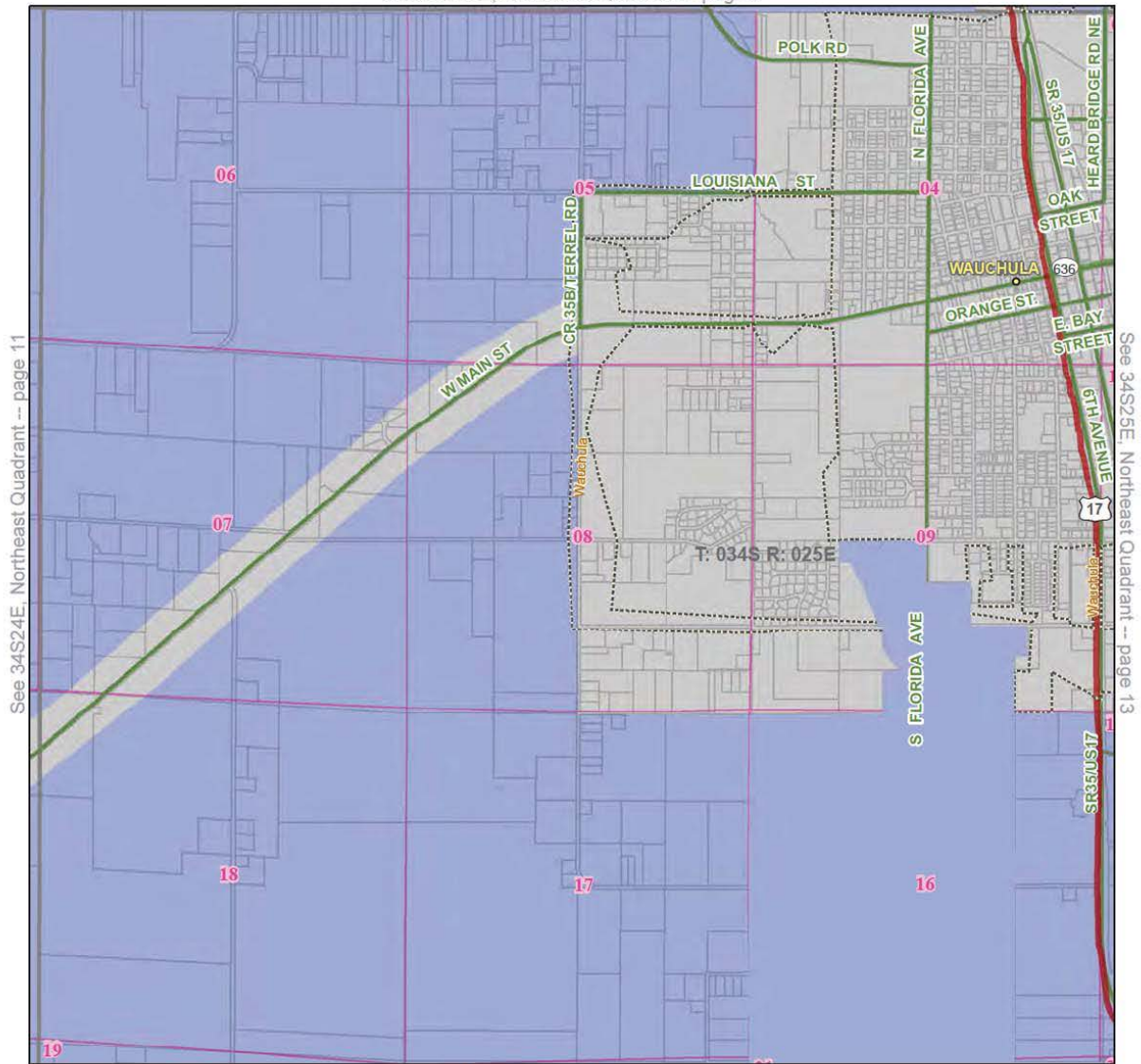
Quadrant: Northeast
Township: 34S
Range: 24E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**



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See 34S24E, Northeast Quadrant -- page 11

See 34S25E, Northeast Quadrant -- page 13

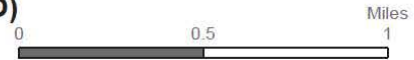
See 34S25E, Southwest Quadrant -- page 15

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| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

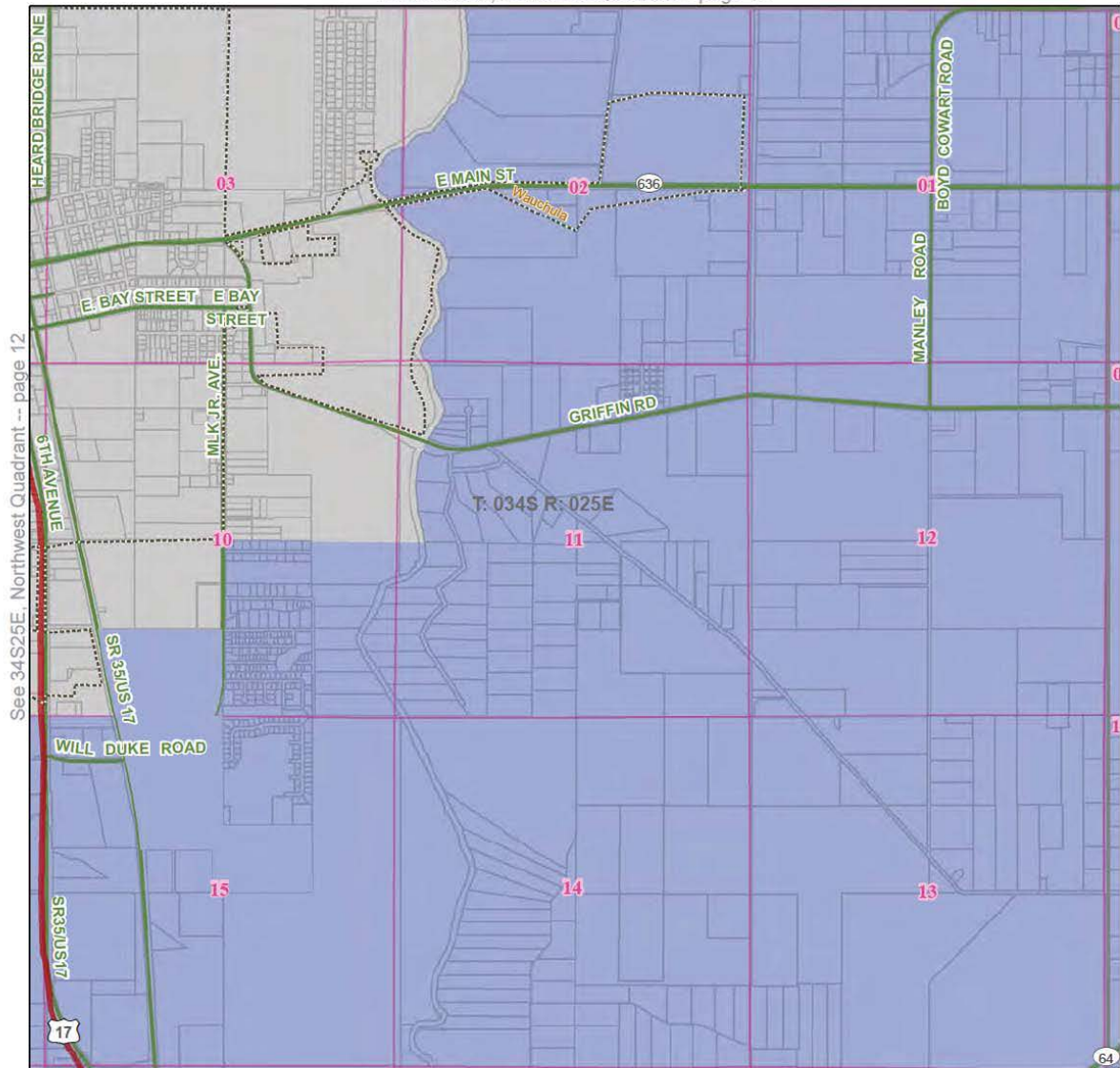
Quadrant: Northwest
Township: 34S
Range: 25E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**



See 33S25E, Southeast Quadrant -- page 10



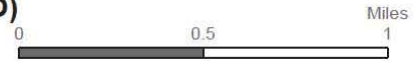
See 34S25E, Southeast Quadrant -- page 16

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| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

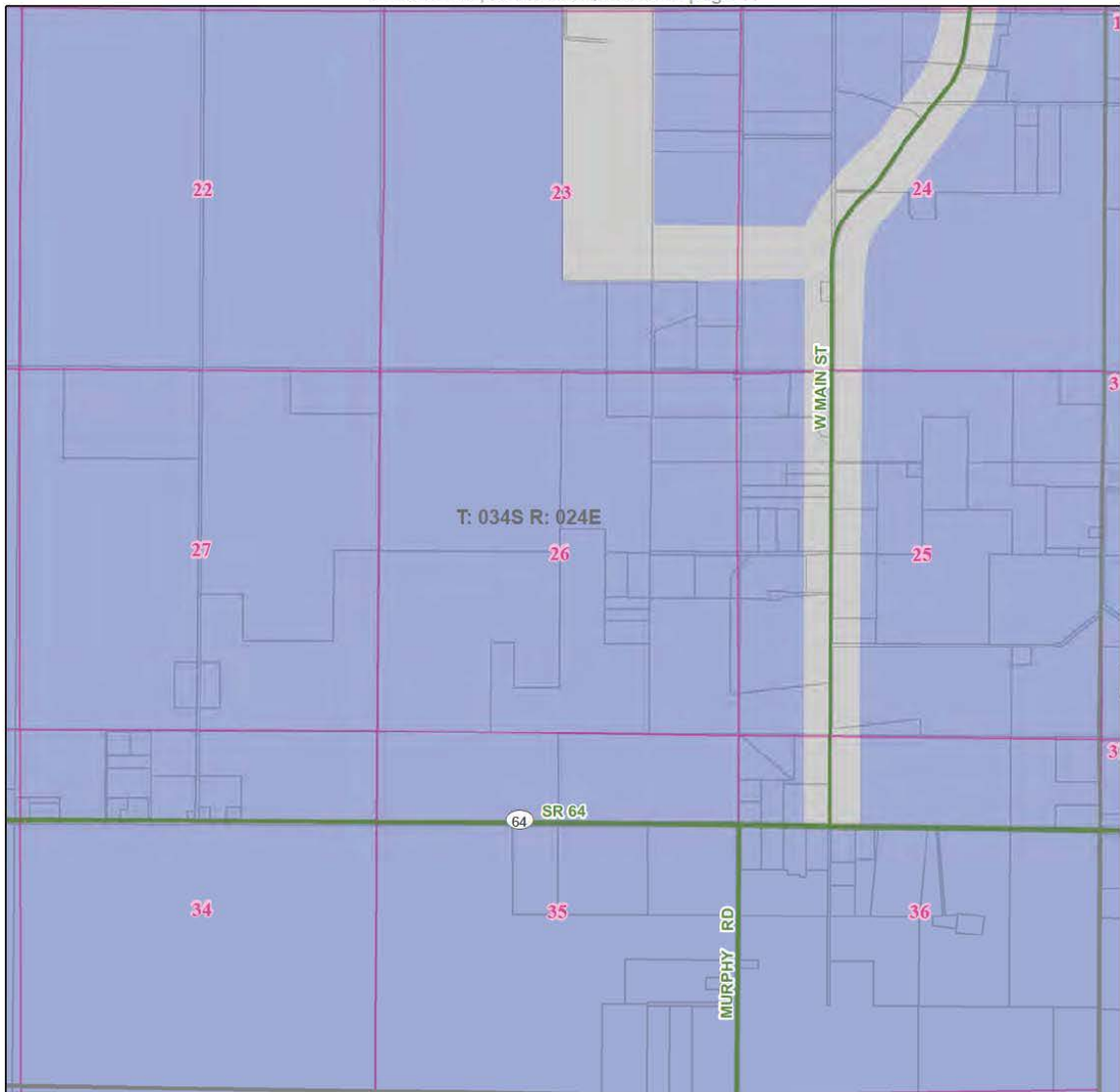
Quadrant: Northeast
Township: 34S
Range: 25E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**



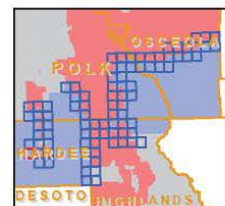
See 34S24E, Northeast Quadrant -- page 11



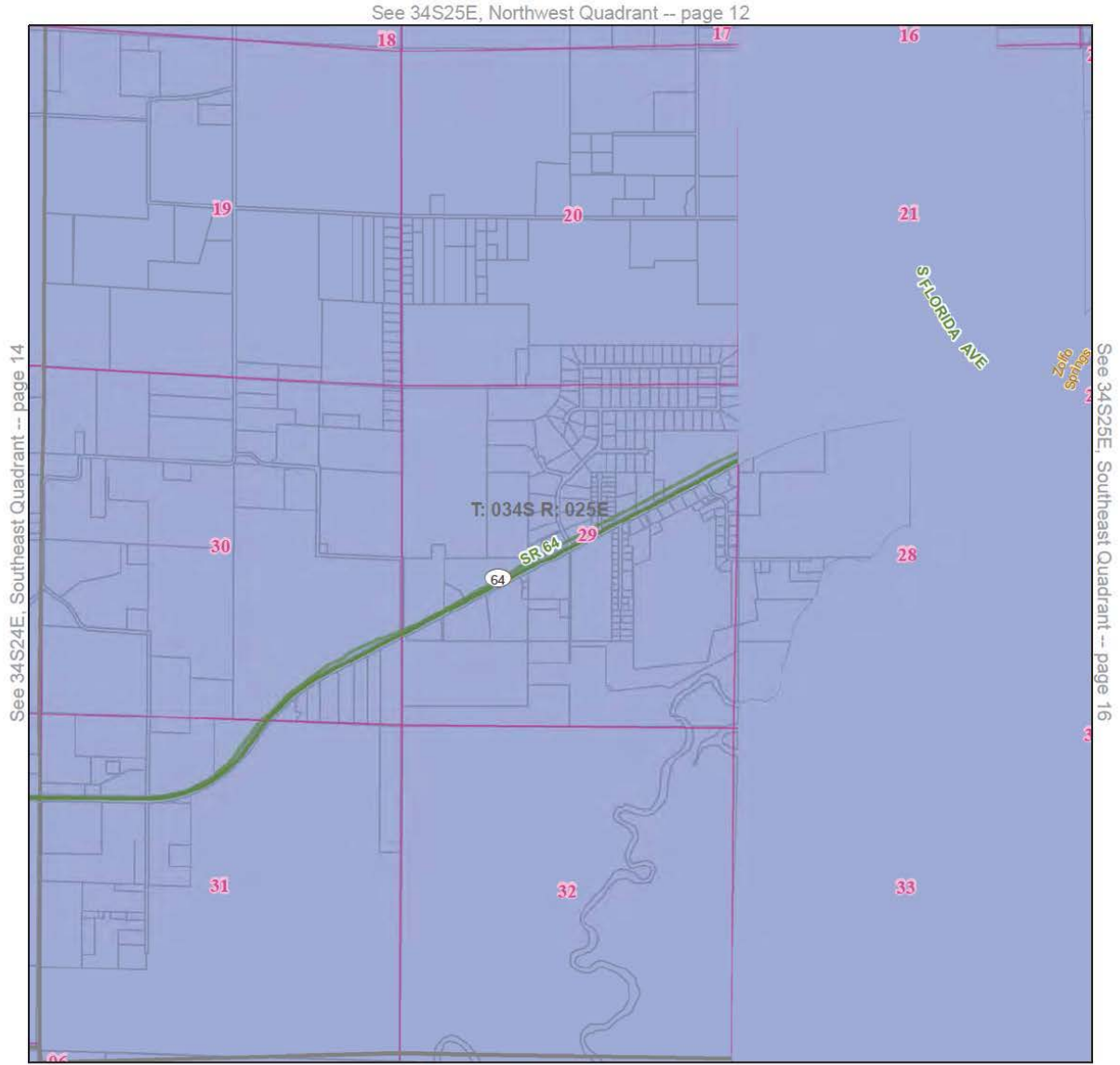
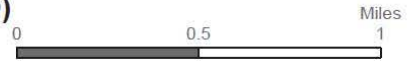
See 34S25E, Southwest Quadrant -- page 15

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| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 34S
Range: 24E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 34S
Range: 25E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**



See 34S25E, Northeast Quadrant -- page 13

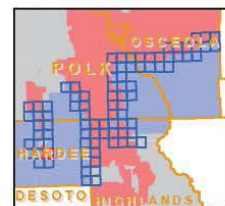


See 34S25E, Southwest Quadrant -- page 15

See 35S25E, Northeast Quadrant -- page 18

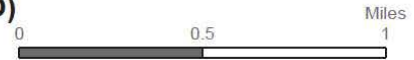
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| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 34S
Range: 25E
County: HARDEE COUNTY, FL

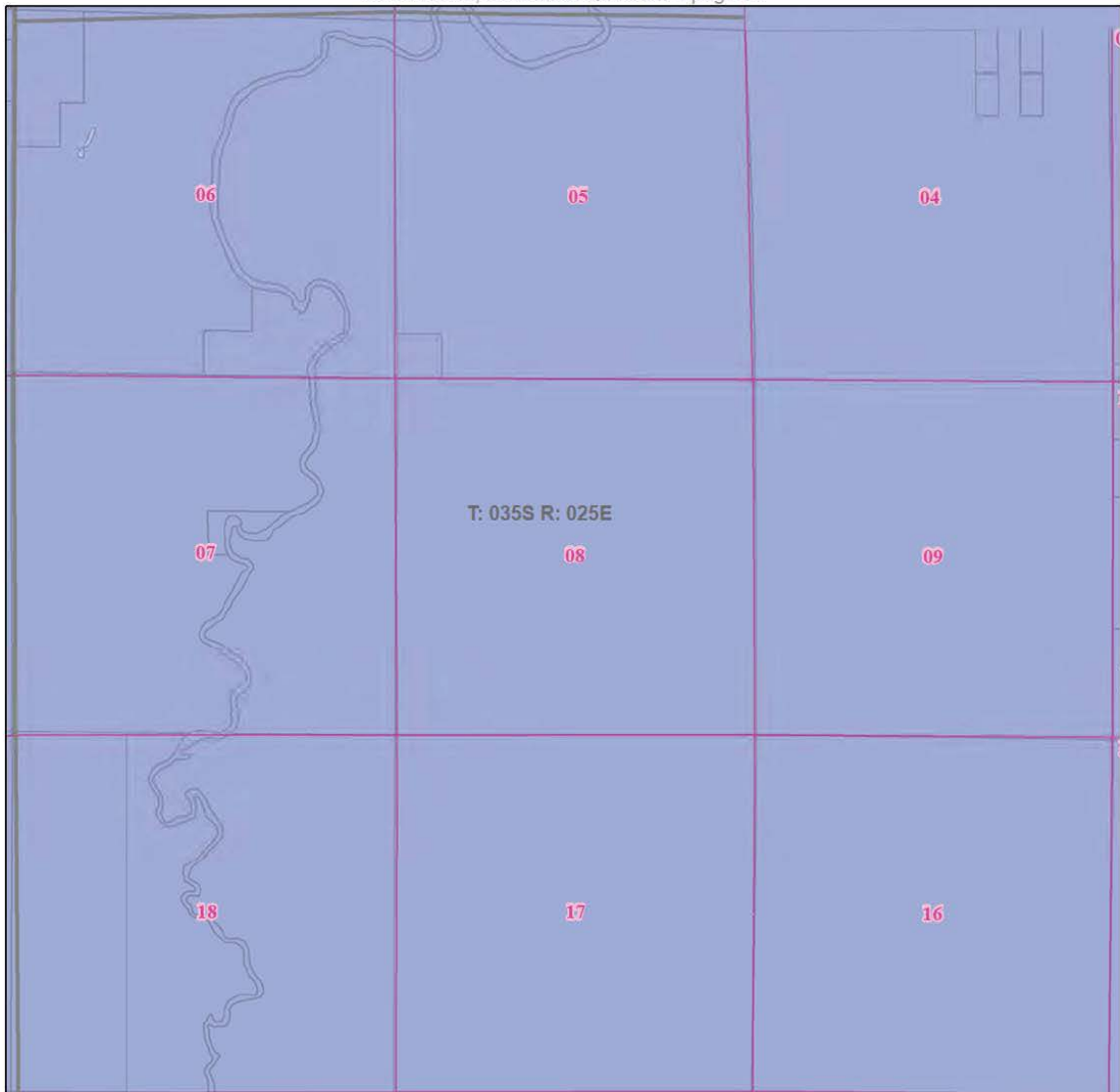


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**

EXHIBIT A



See 34S25E, Southwest Quadrant -- page 15



See 35S25E, Northeast Quadrant -- page 18

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 35S
Range: 25E
County: HARDEE COUNTY, FL

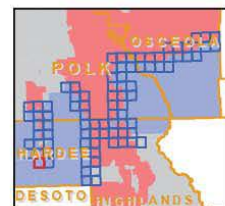
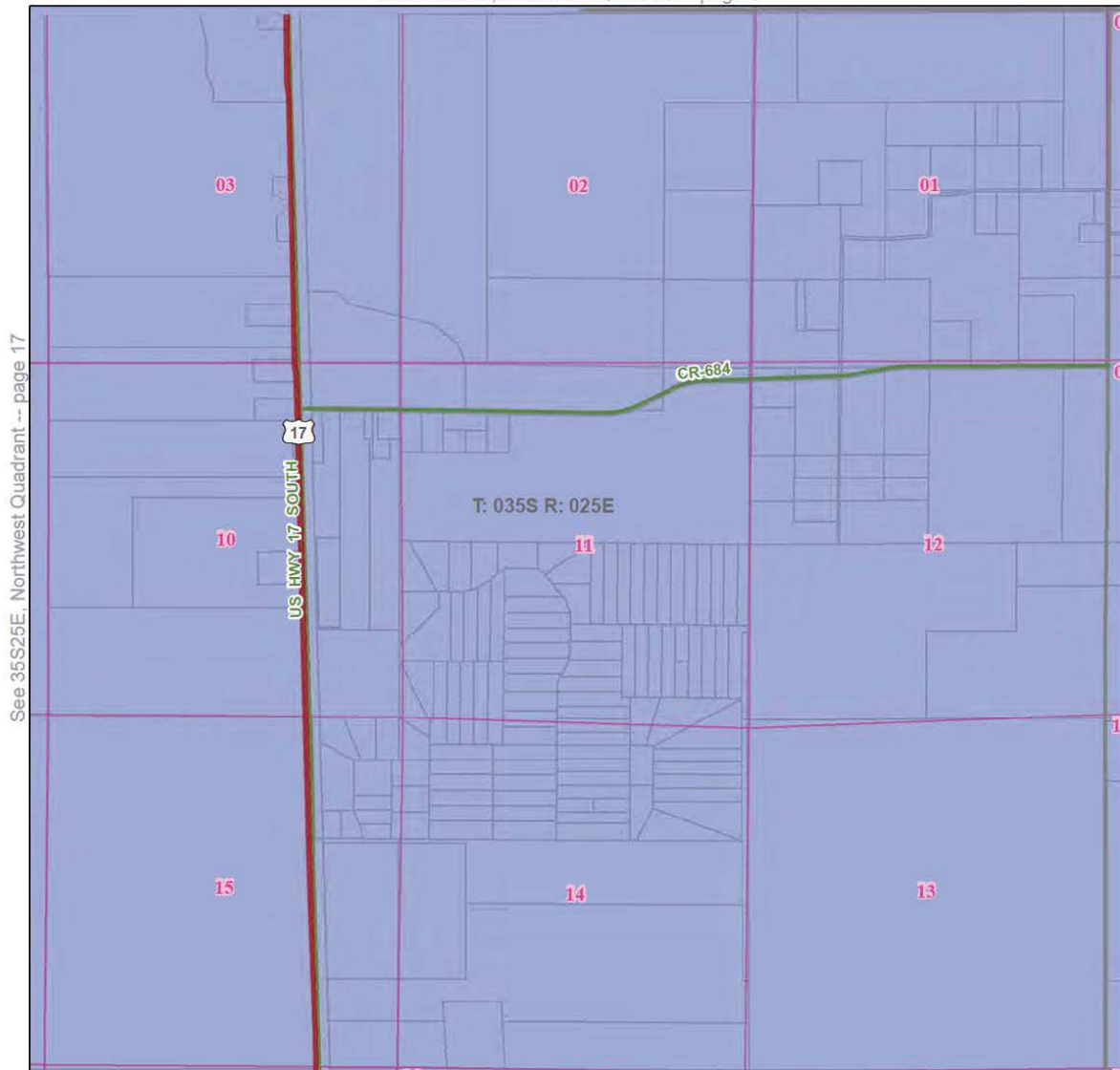


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**



See 34S25E, Southeast Quadrant -- page 16



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 35S
Range: 25E
County: HARDEE COUNTY, FL

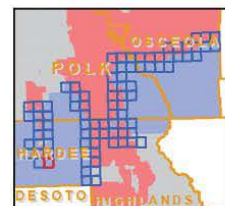
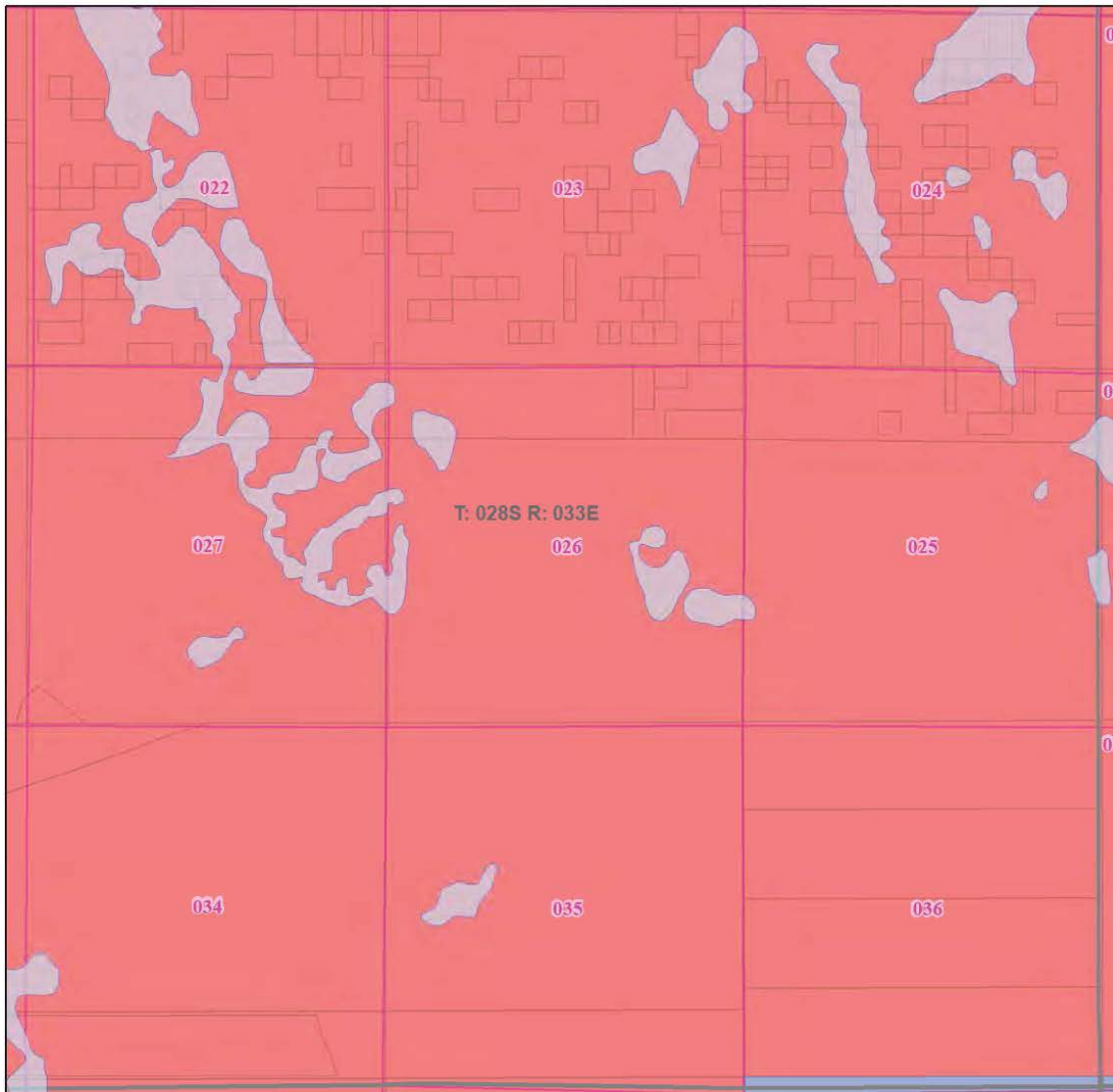


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**



See 28S34E, Southwest Quadrant -- page 20

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 28S
Range: 33E
County: OSCEOLA COUNTY, FL

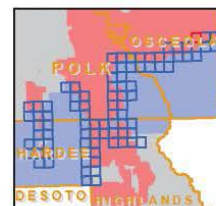


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**



See 29S34E, Northwest Quadrant -- page 26

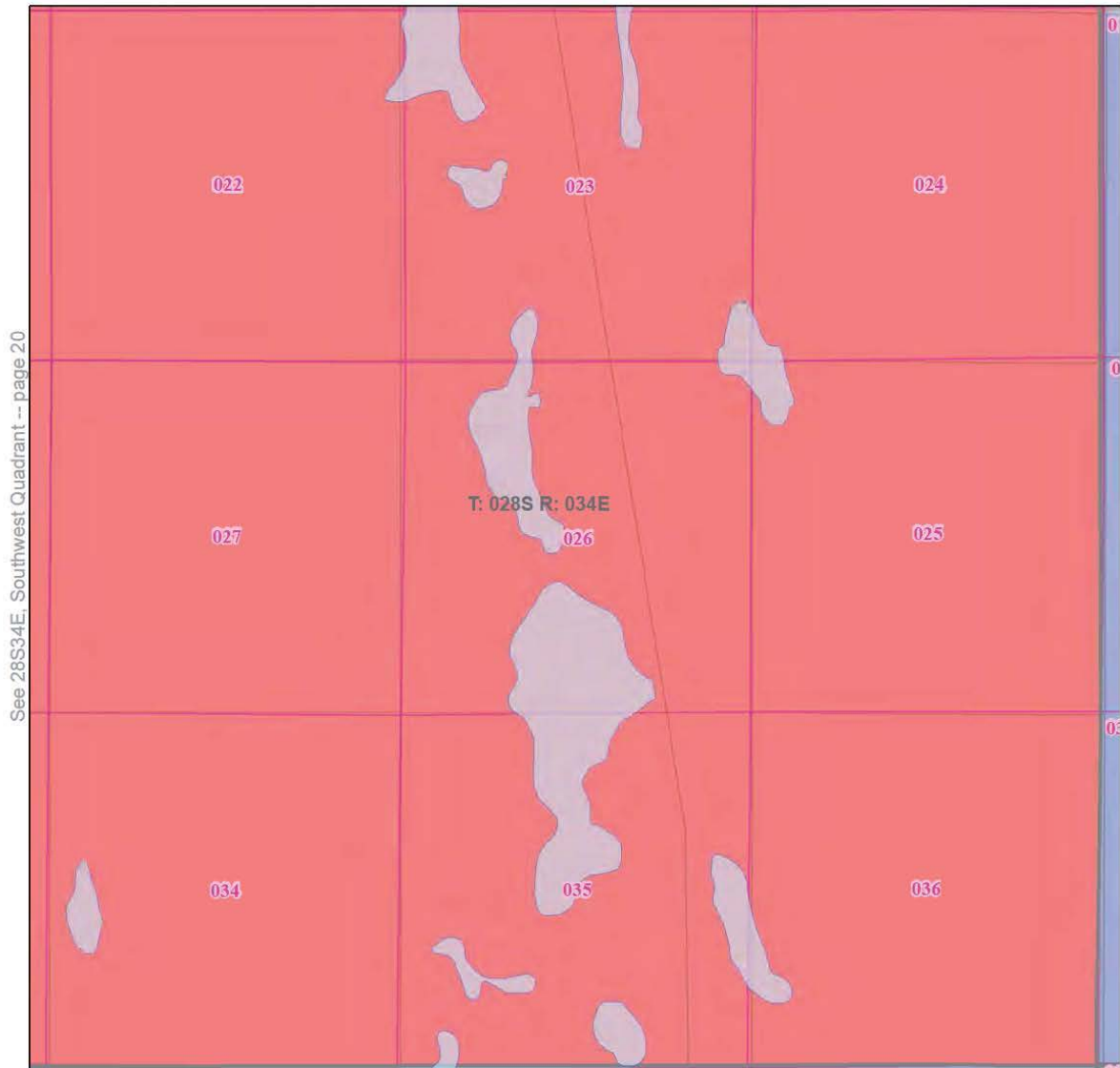
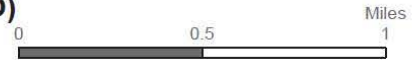
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| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 28S
Range: 34E
County: OSCEOLA COUNTY, FL



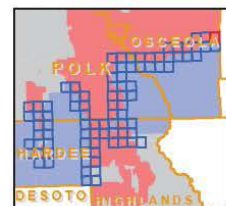
EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**



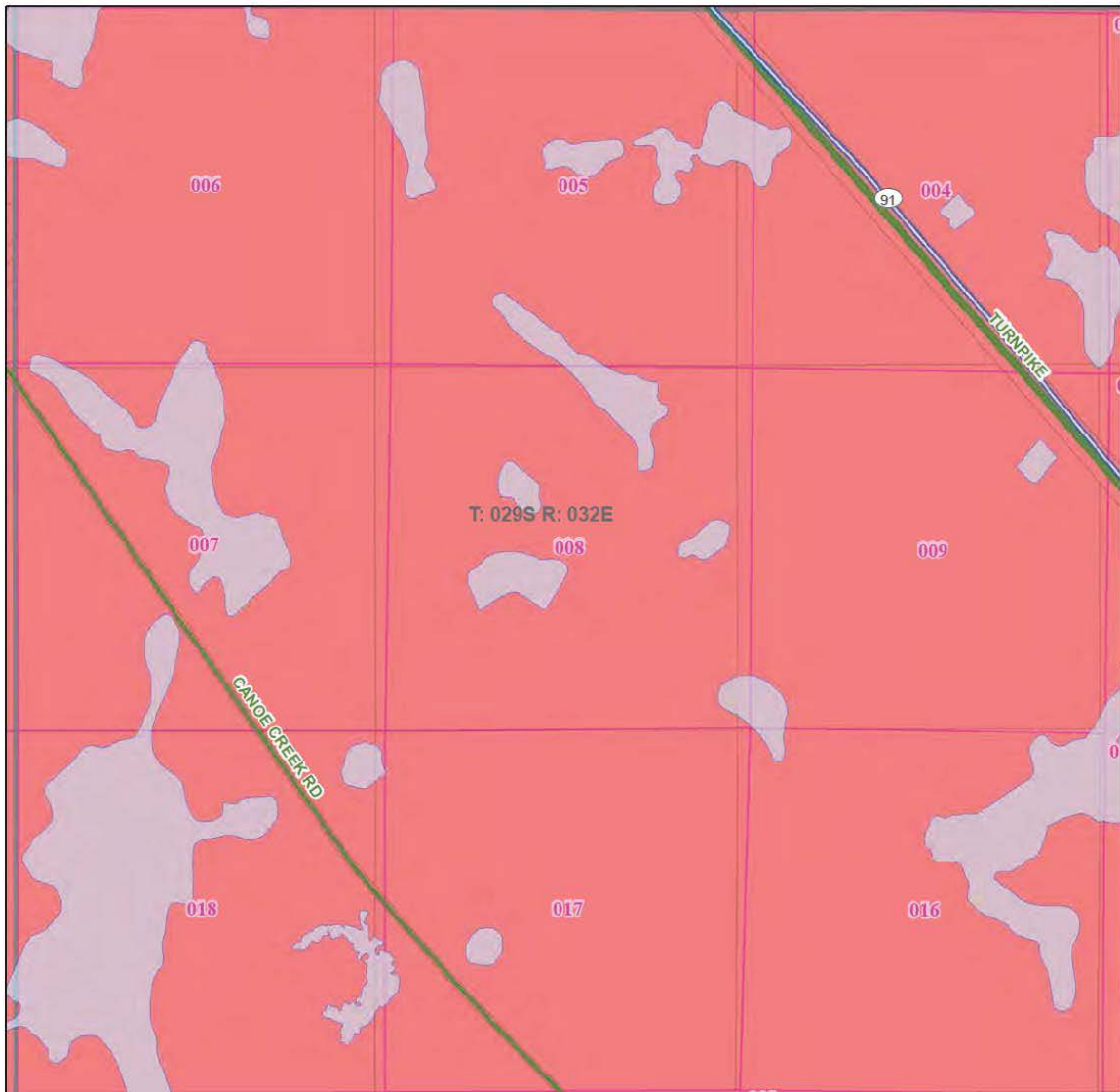
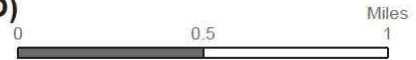
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 28S
Range: 34E
County: OSCEOLA COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A



See 29S32E, Northeast Quadrant -- page 23

See 29S32E, Southwest Quadrant -- page 34

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 29S
Range: 32E
County: OSCEOLA COUNTY, FL

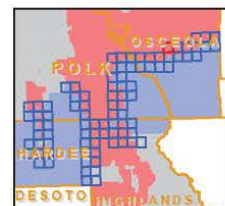
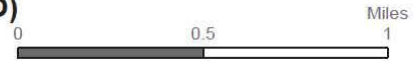


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 OSCEOLA COUNTY**



See 29S32E, Northwest Quadrant -- page 22

See 29S33E, Northwest Quadrant -- page 24

See 29S32E, Southeast Quadrant -- page 35

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 29S
Range: 32E
County: OSCEOLA COUNTY, FL

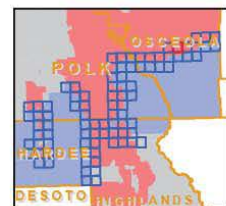
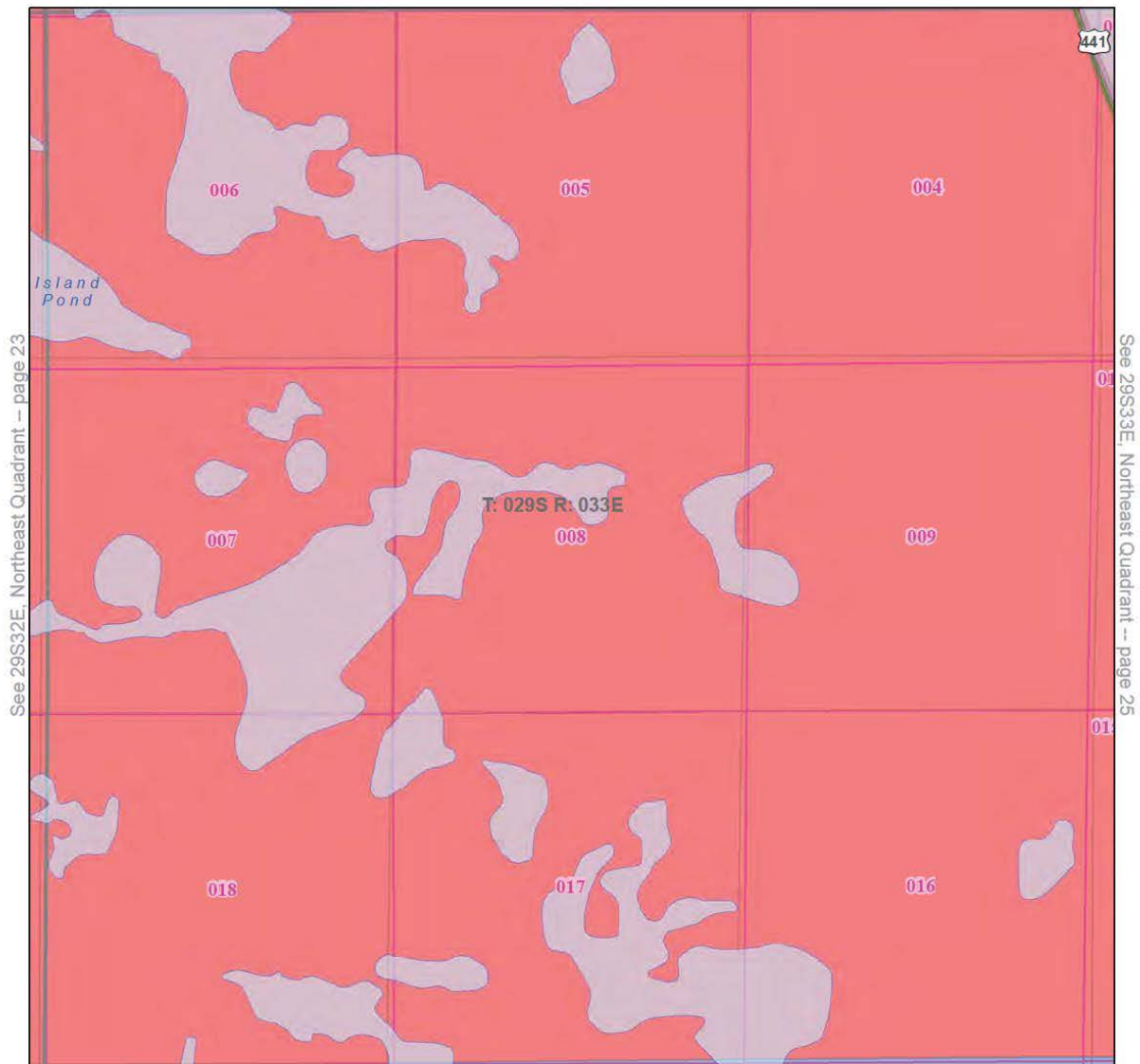


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**



See 29S32E, Northeast Quadrant -- page 23

See 29S33E, Northeast Quadrant -- page 25

See 29S33E, Southwest Quadrant -- page 36

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 29S
Range: 33E
County: OSCEOLA COUNTY, FL

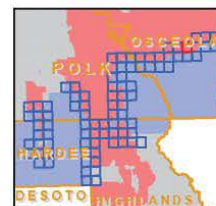
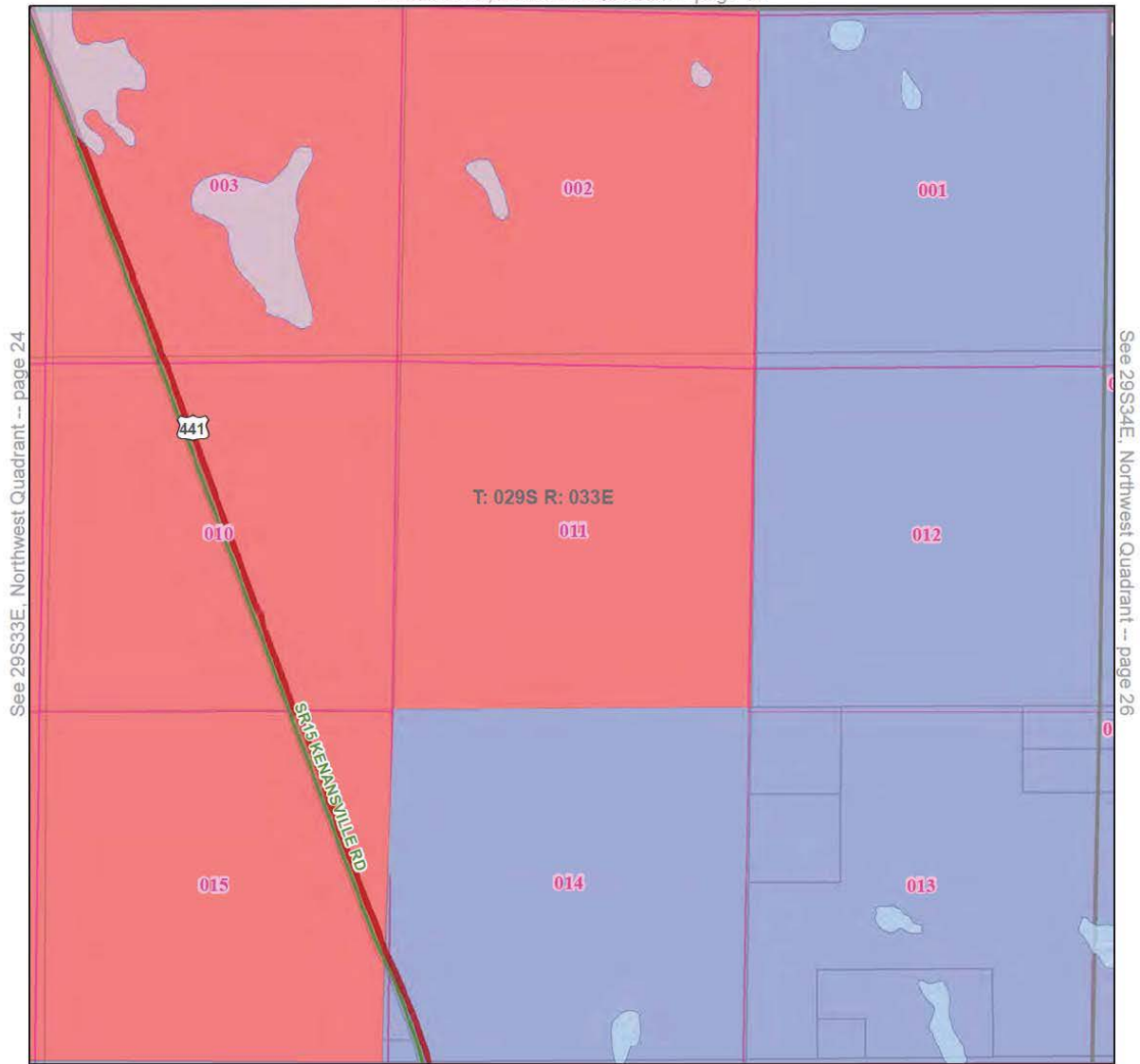


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**



See 28S33E, Southeast Quadrant -- page 19



See 29S33E, Southeast Quadrant -- page 37

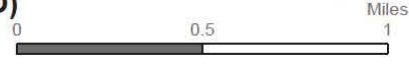
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 29S
Range: 33E
County: OSCEOLA COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A



See 28S34E, Southwest Quadrant -- page 20



See 29S33E, Northeast Quadrant -- page 25

See 29S34E, Northeast Quadrant -- page 27

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

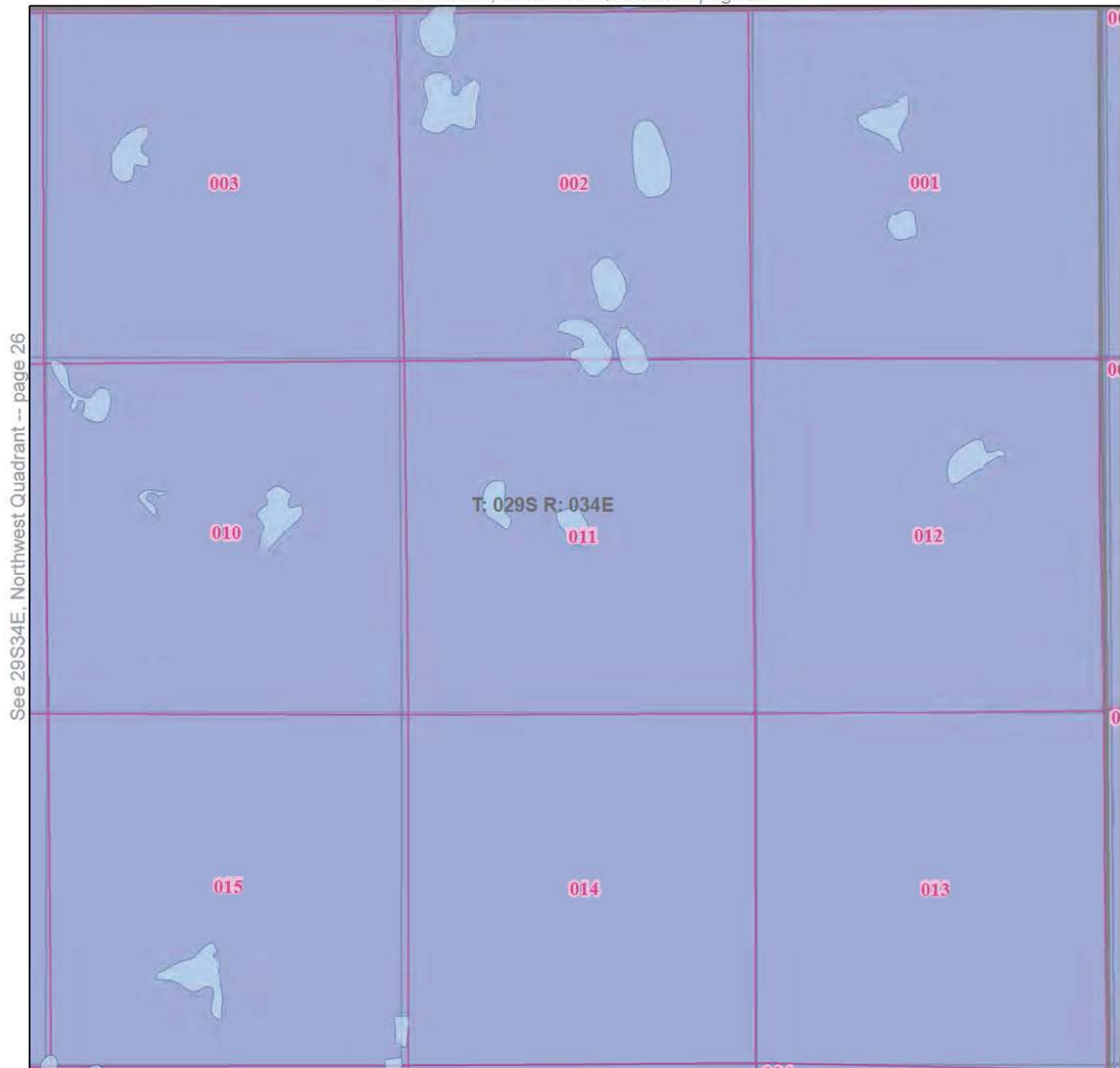
Quadrant: Northwest
Township: 29S
Range: 34E
County: OSCEOLA COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 OSCEOLA COUNTY**



See 28S34E, Southeast Quadrant -- page 21



See 29S34E, Northwest Quadrant -- page 26

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 29S
Range: 34E
County: OSCEOLA COUNTY, FL

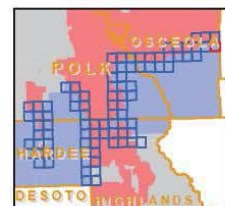
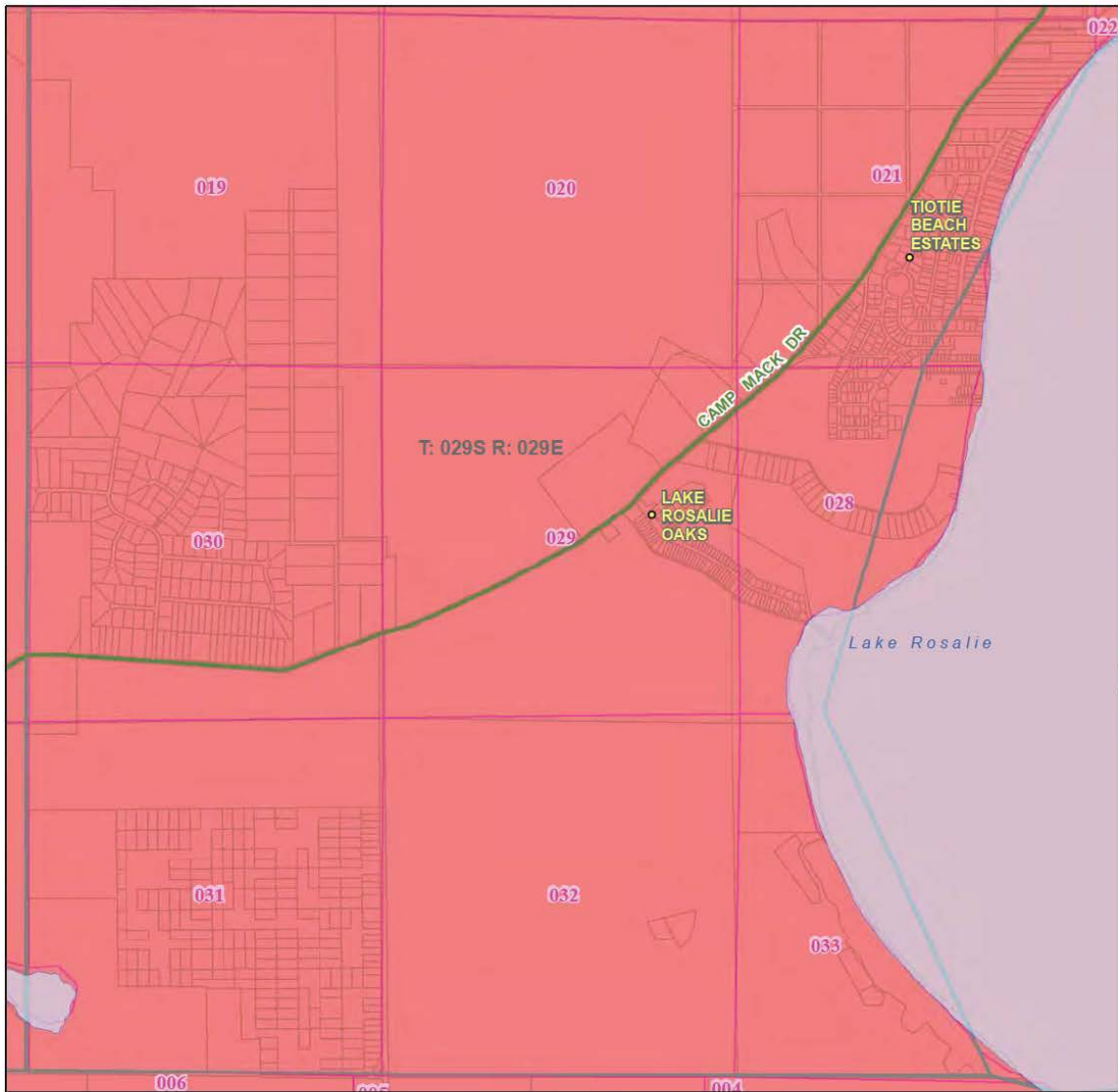
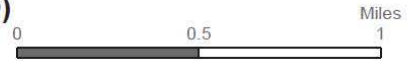


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 29S29E, Southeast Quadrant -- page 29

See 30S29E, Northwest Quadrant -- page 38

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 29S
Range: 29E
County: POLK COUNTY, FL

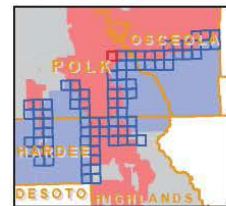
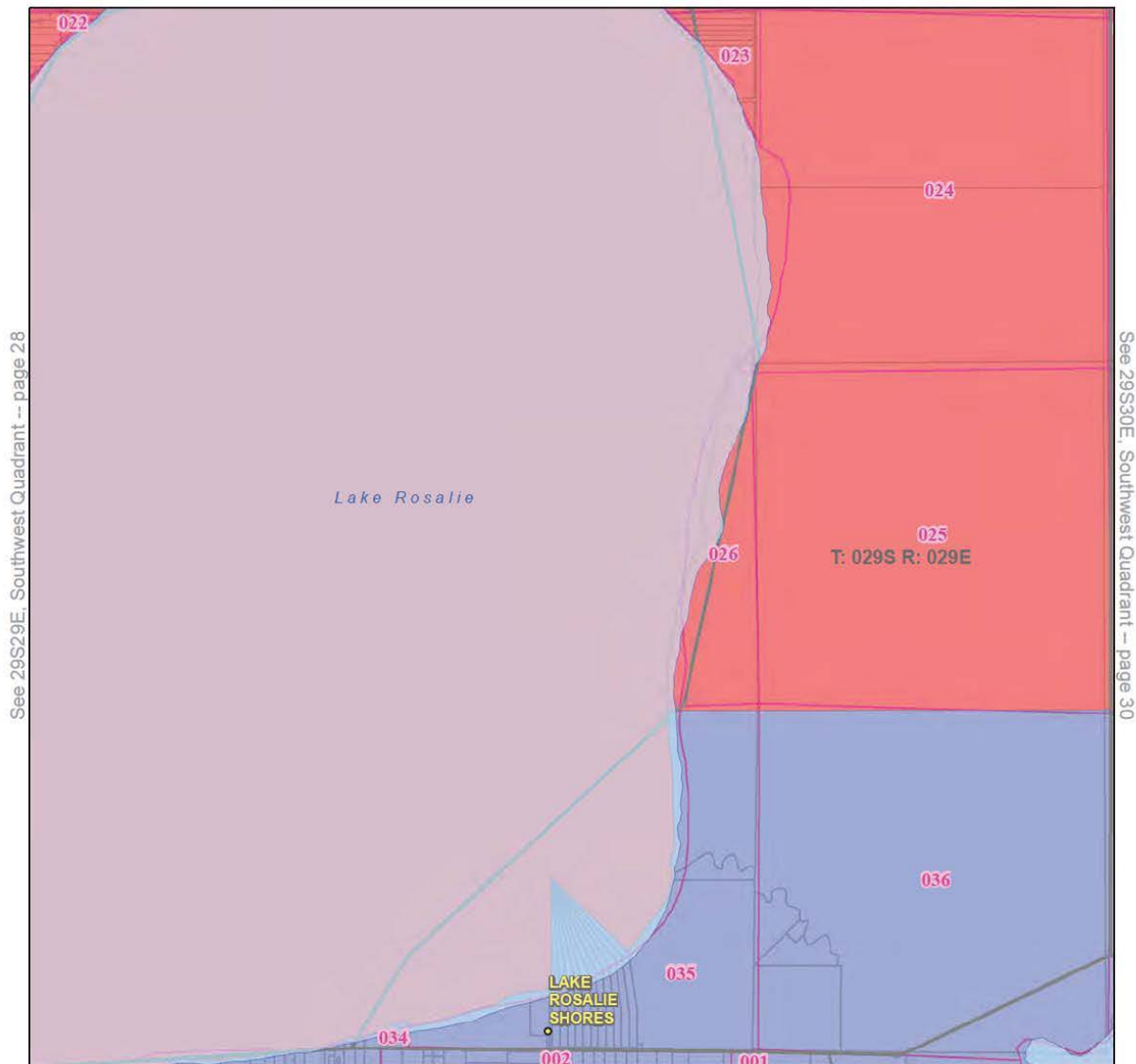


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



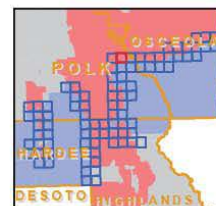
See 29S29E, Southwest Quadrant -- page 28

See 29S30E, Southwest Quadrant -- page 30

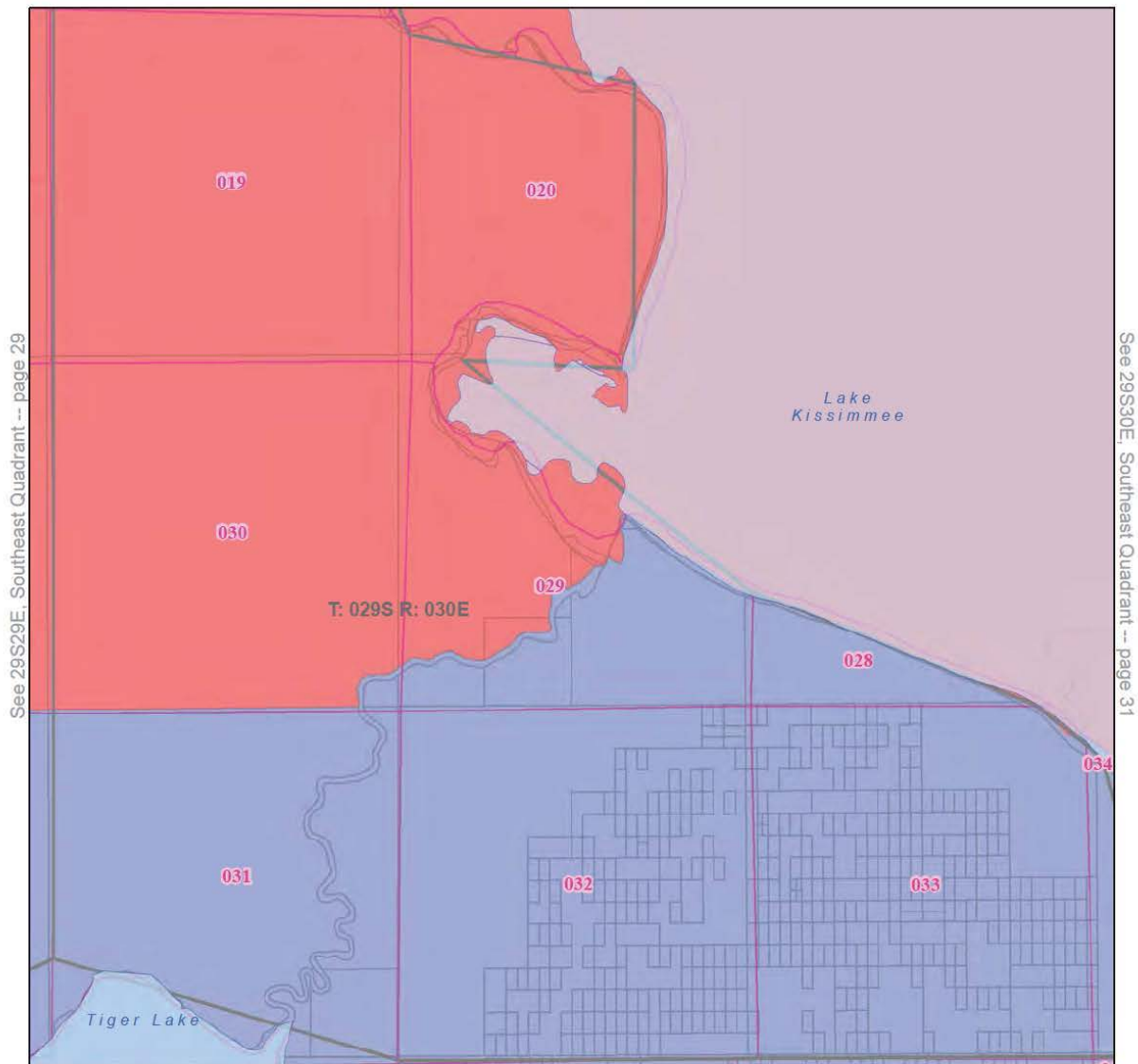
See 30S29E, Northeast Quadrant -- page 39

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 29S
Range: 29E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK/OSCEOLA COUNTY**



See 29S29E, Southeast Quadrant -- page 29

See 29S30E, Southeast Quadrant -- page 31

See 30S30E, Northwest Quadrant -- page 40

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 29S
Range: 30E
County: POLK/OSCEOLA COUNTY, FL

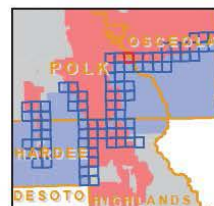
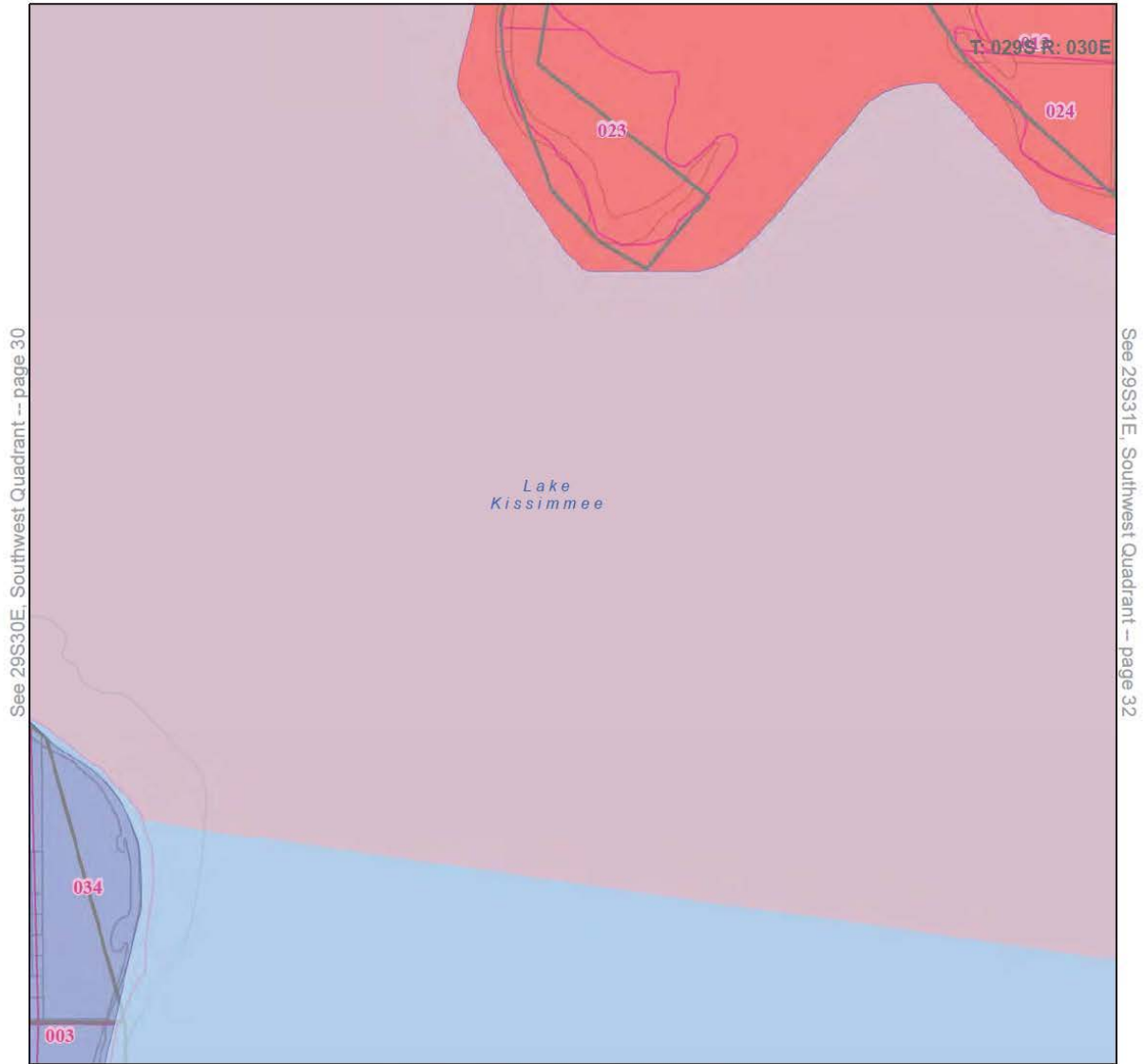


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK/OSCEOLA COUNTY**



See 29S30E, Southwest Quadrant -- page 30

See 29S31E, Southwest Quadrant -- page 32

See 30S30E, Northeast Quadrant -- page 41

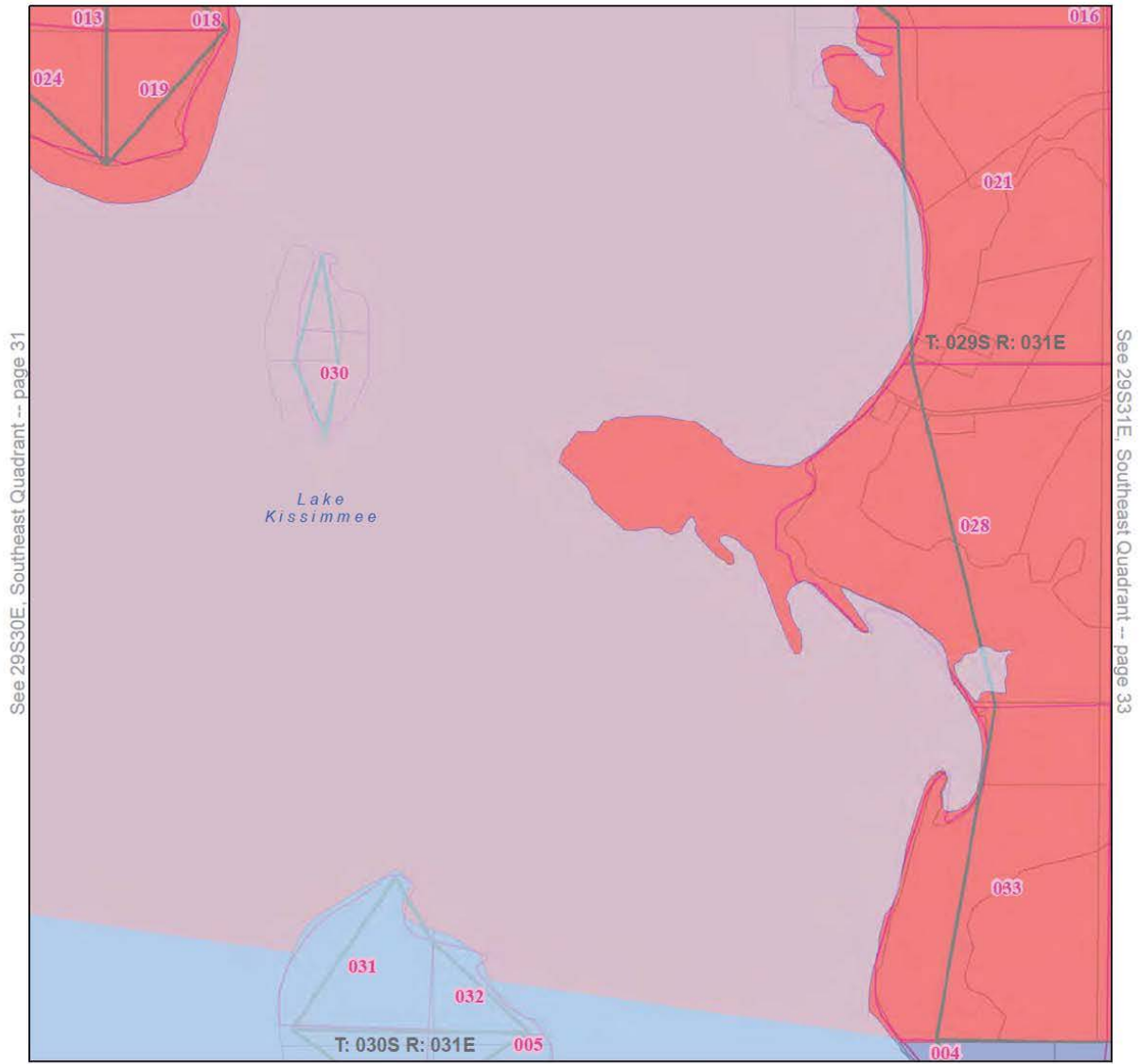
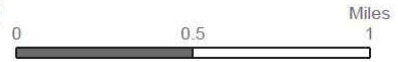
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 29S
Range: 30E
County: POLK/OSCEOLA COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 29S
Range: 31E
County: OSCEOLA COUNTY, FL

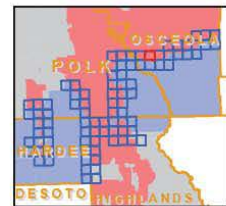
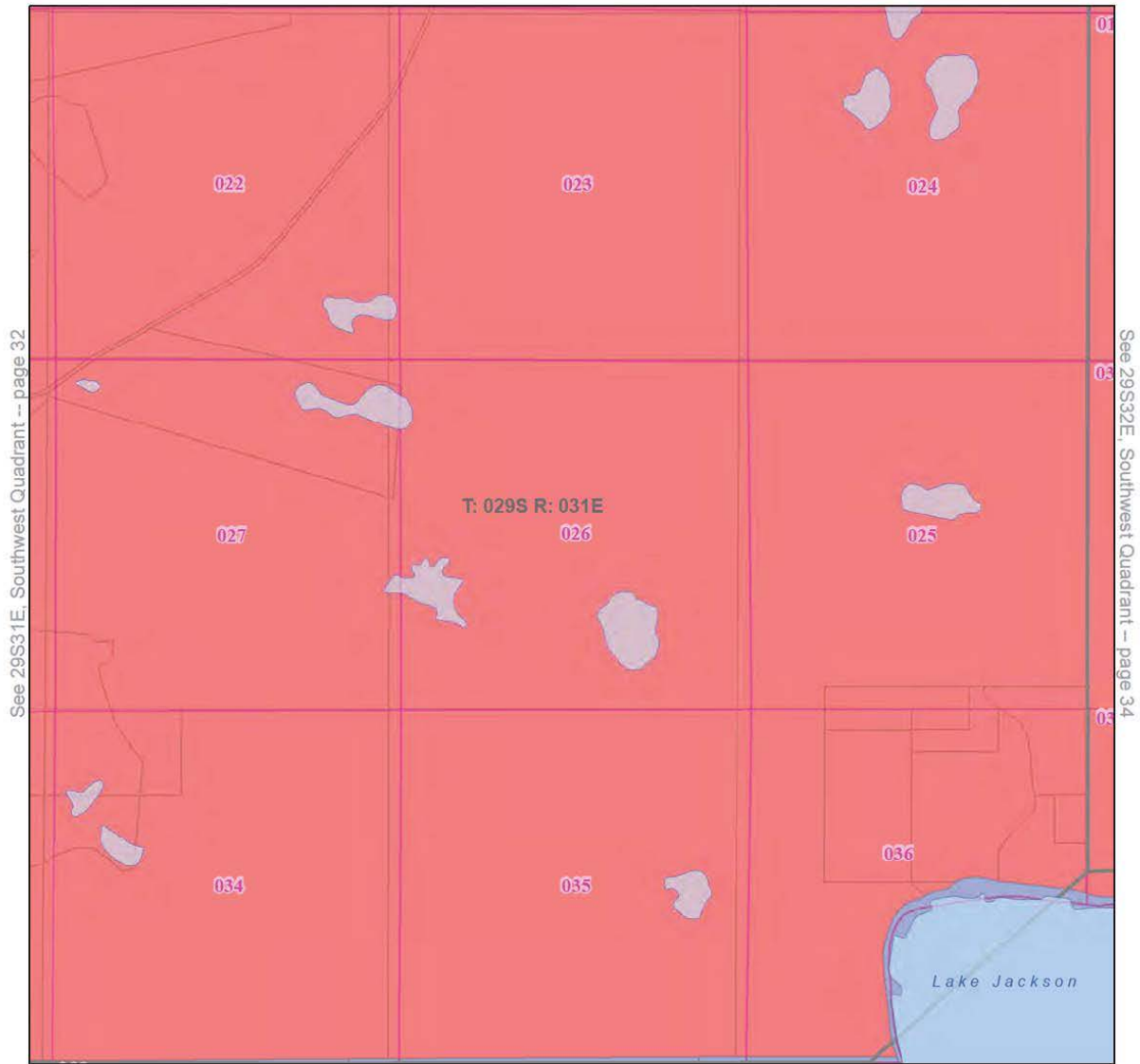


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**



See 29S31E, Southwest Quadrant -- page 32

See 29S32E, Southwest Quadrant -- page 34

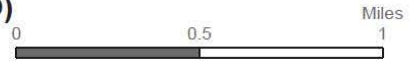
See 30S31E, Northeast Quadrant -- page 43

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

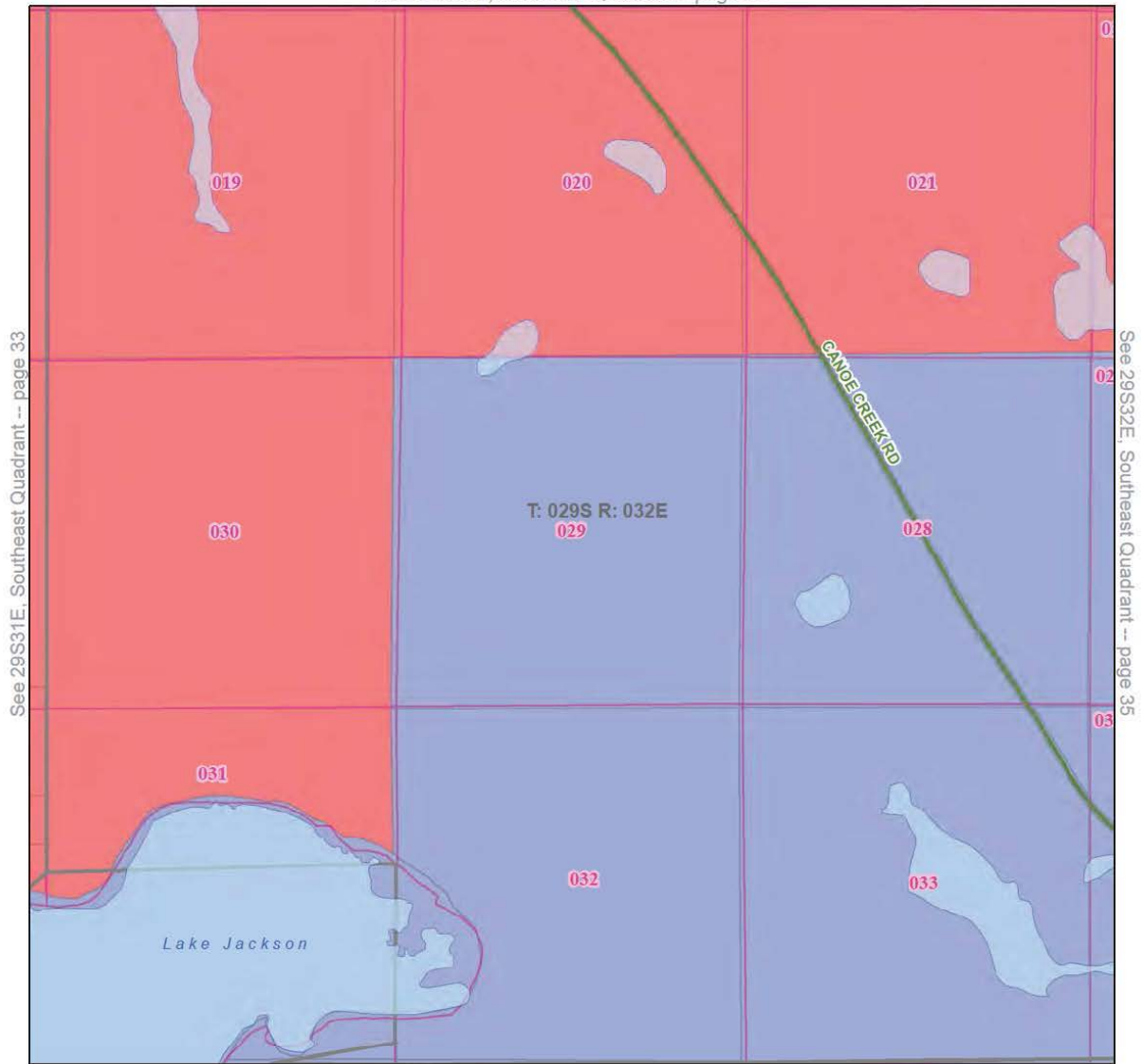
Quadrant: Southeast
Township: 29S
Range: 31E
County: OSCEOLA COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 OSCEOLA COUNTY**



See 29S32E, Northwest Quadrant -- page 22



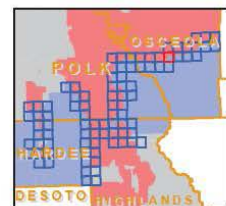
See 29S31E, Southeast Quadrant -- page 33

See 29S32E, Southeast Quadrant -- page 35

See 30S32E, Northwest Quadrant -- page 44

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 29S
Range: 32E
County: OSCEOLA COUNTY, FL

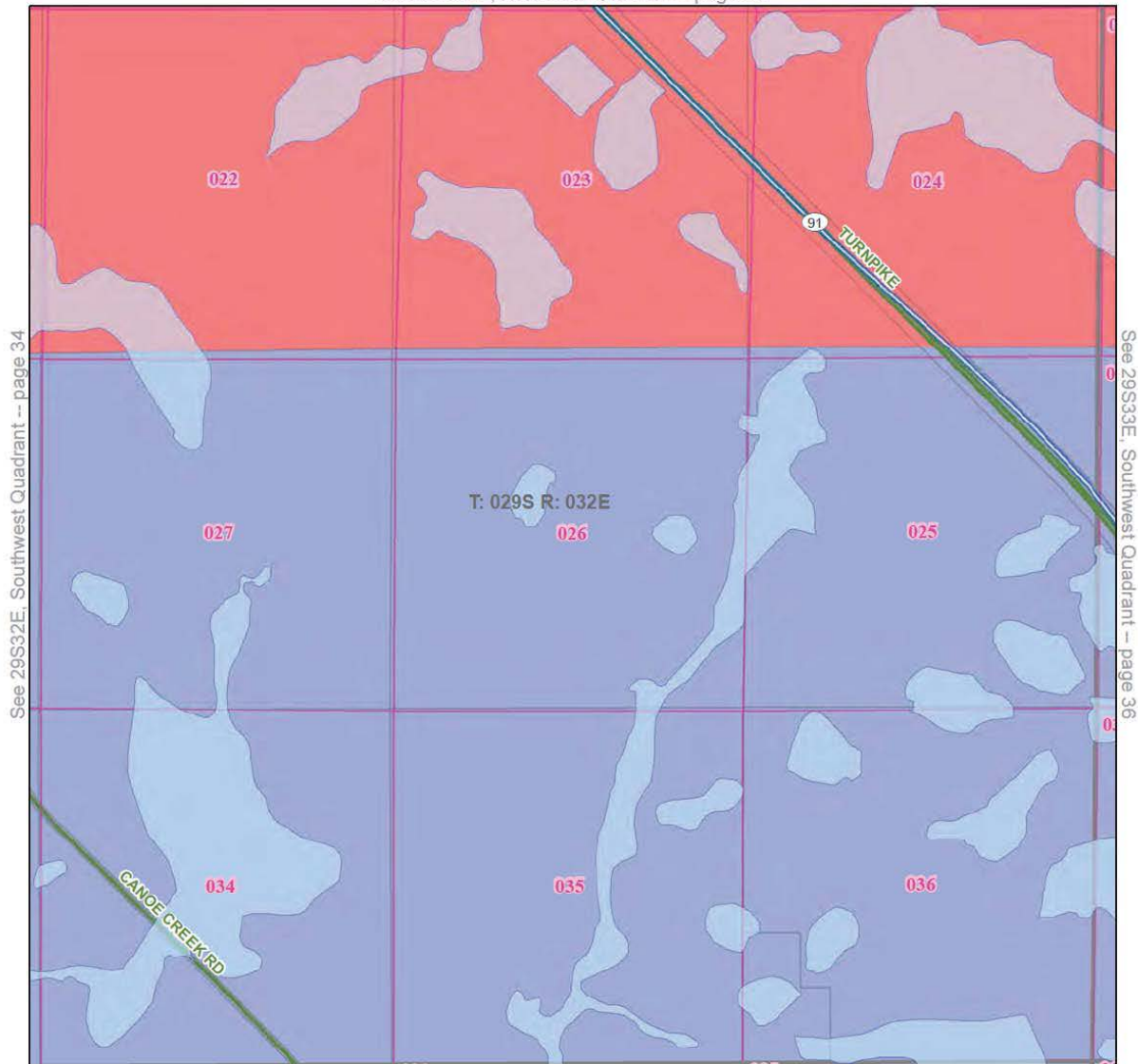


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A
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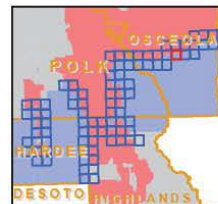


See 29S32E, Northeast Quadrant -- page 23



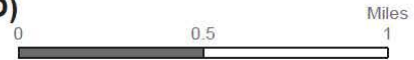
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 29S
Range: 32E
County: OSCEOLA COUNTY, FL

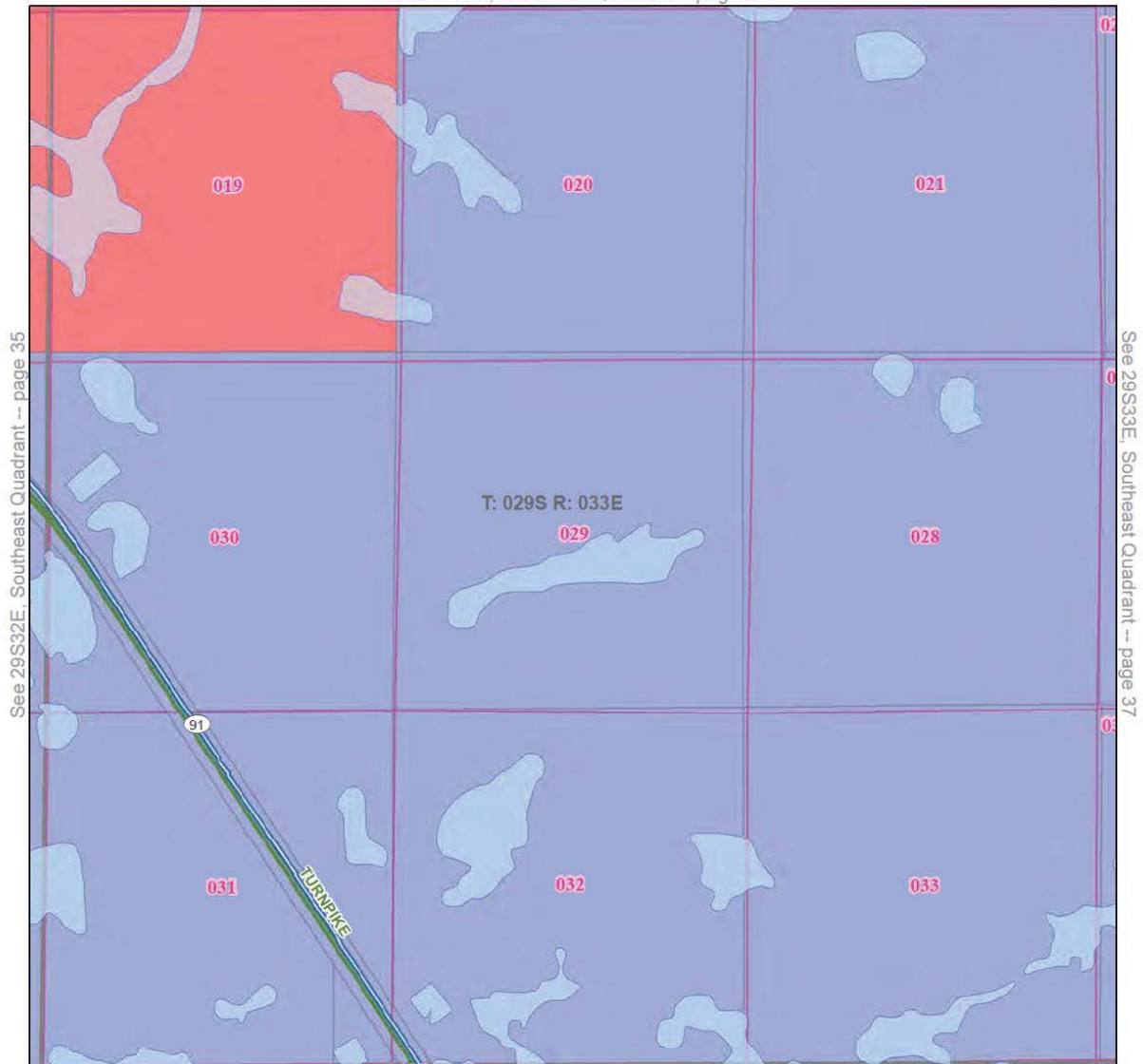


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A



See 29S33E, Northwest Quadrant -- page 24



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- UTILITY**
- Duke Energy
- Peace River Electric Coop (PRECO)
- Not Part of This Agreement
- Limited Access
- Highway
- Major Road
- Major Railroad Line
- Water
- Section
- Parcel
- County
- City and Place Names
- City/Place Boundary

Quadrant: Southwest
Township: 29S
Range: 33E
County: OSCEOLA COUNTY, FL

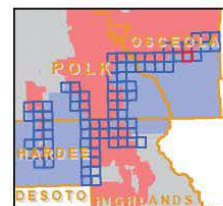
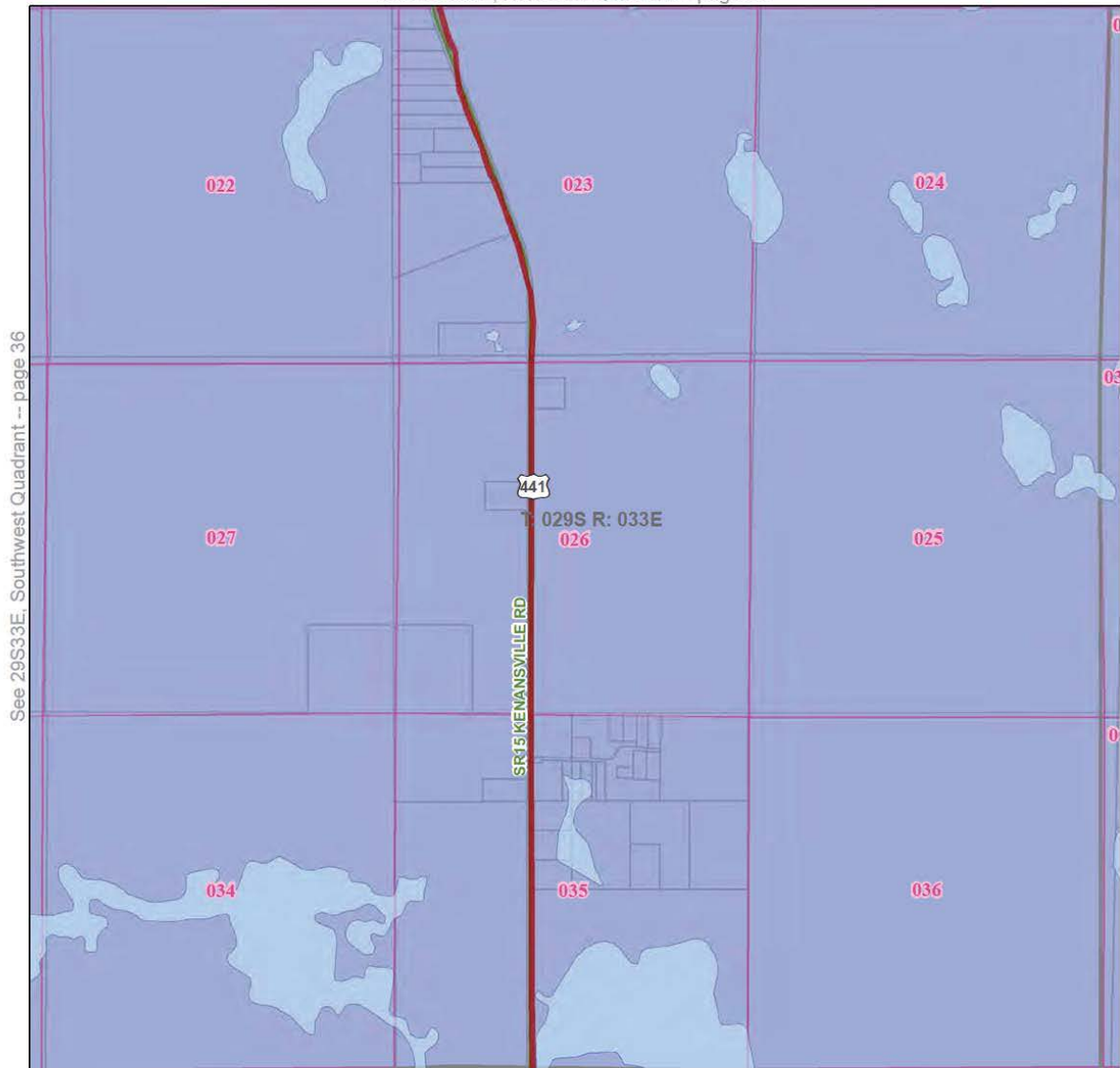


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 OSCEOLA COUNTY**



See 29S33E, Northeast Quadrant -- page 25



See 29S33E, Southwest Quadrant -- page 36

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 29S
Range: 33E
County: OSCEOLA COUNTY, FL

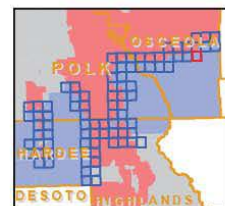
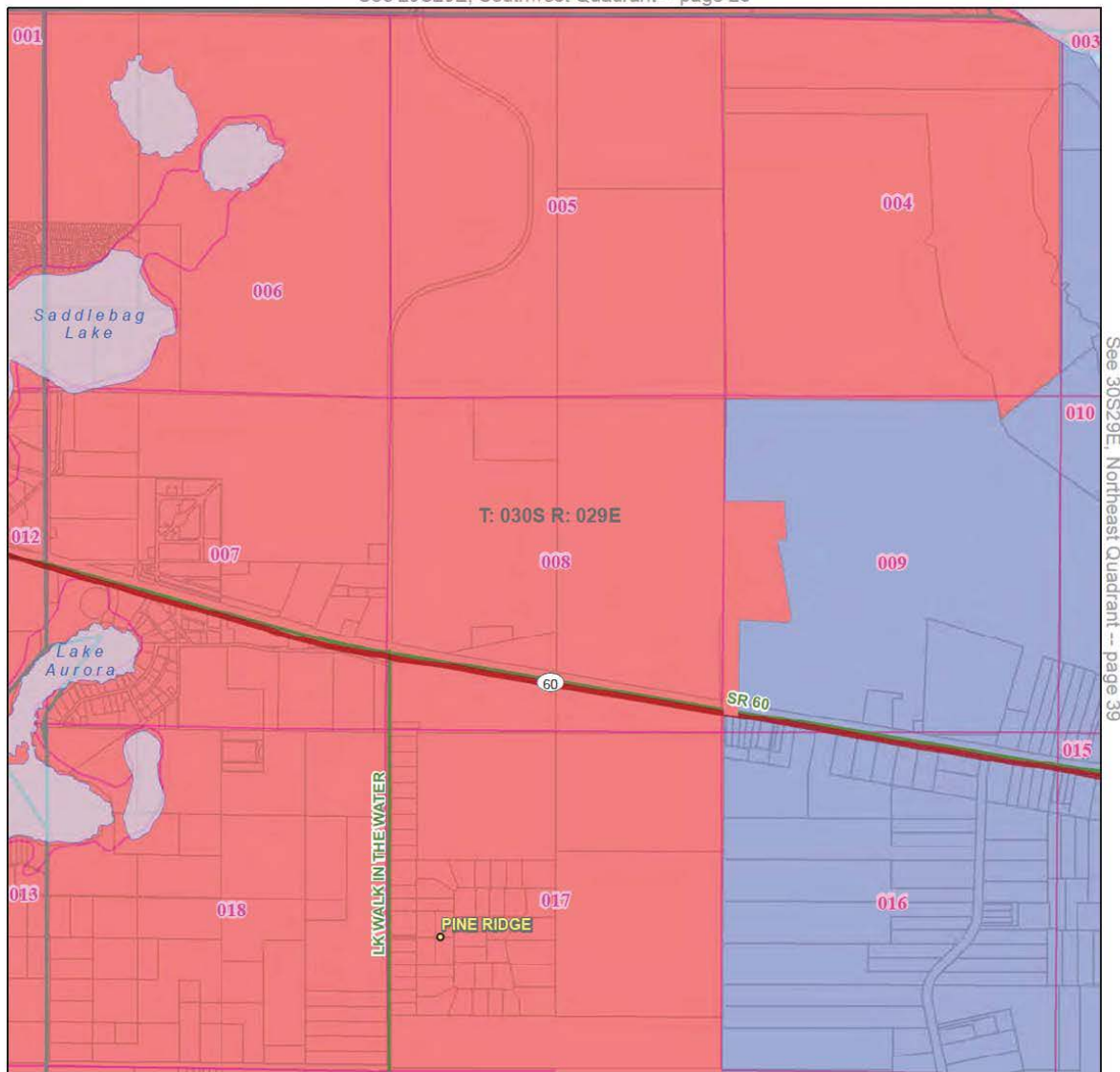


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



See 29S29E, Southwest Quadrant -- page 28

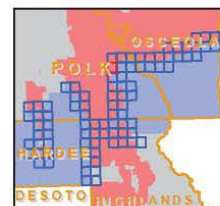


See 30S29E, Northeast Quadrant -- page 39

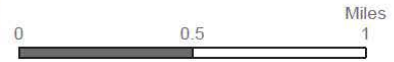
See 30S29E, Southwest Quadrant -- page 45

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

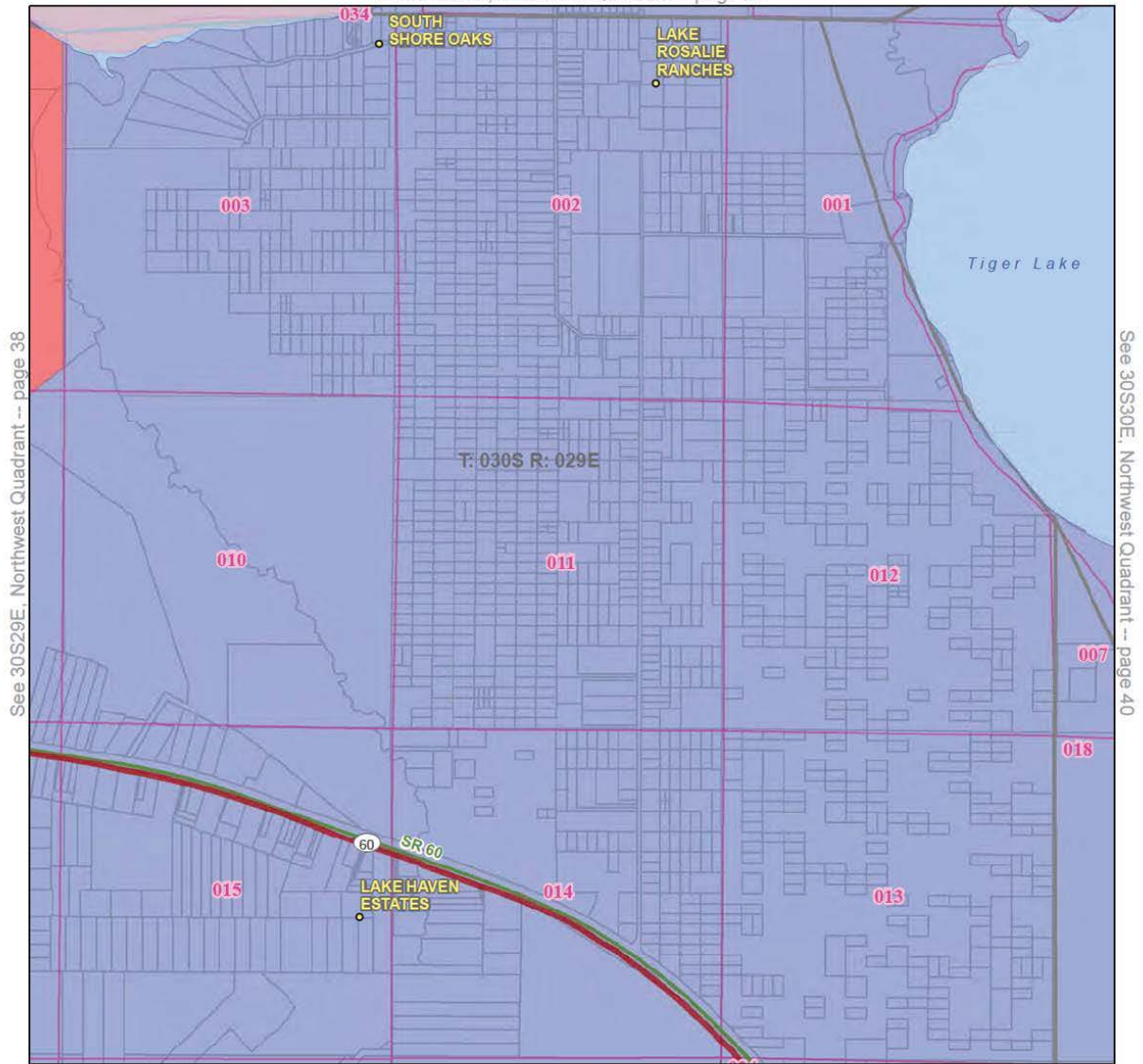
Quadrant: Northwest
Township: 30S
Range: 29E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 29S29E, Southeast Quadrant -- page 29



See 30S29E, Northwest Quadrant -- page 38

See 30S30E, Northwest Quadrant -- page 40

See 30S29E, Southeast Quadrant -- page 46

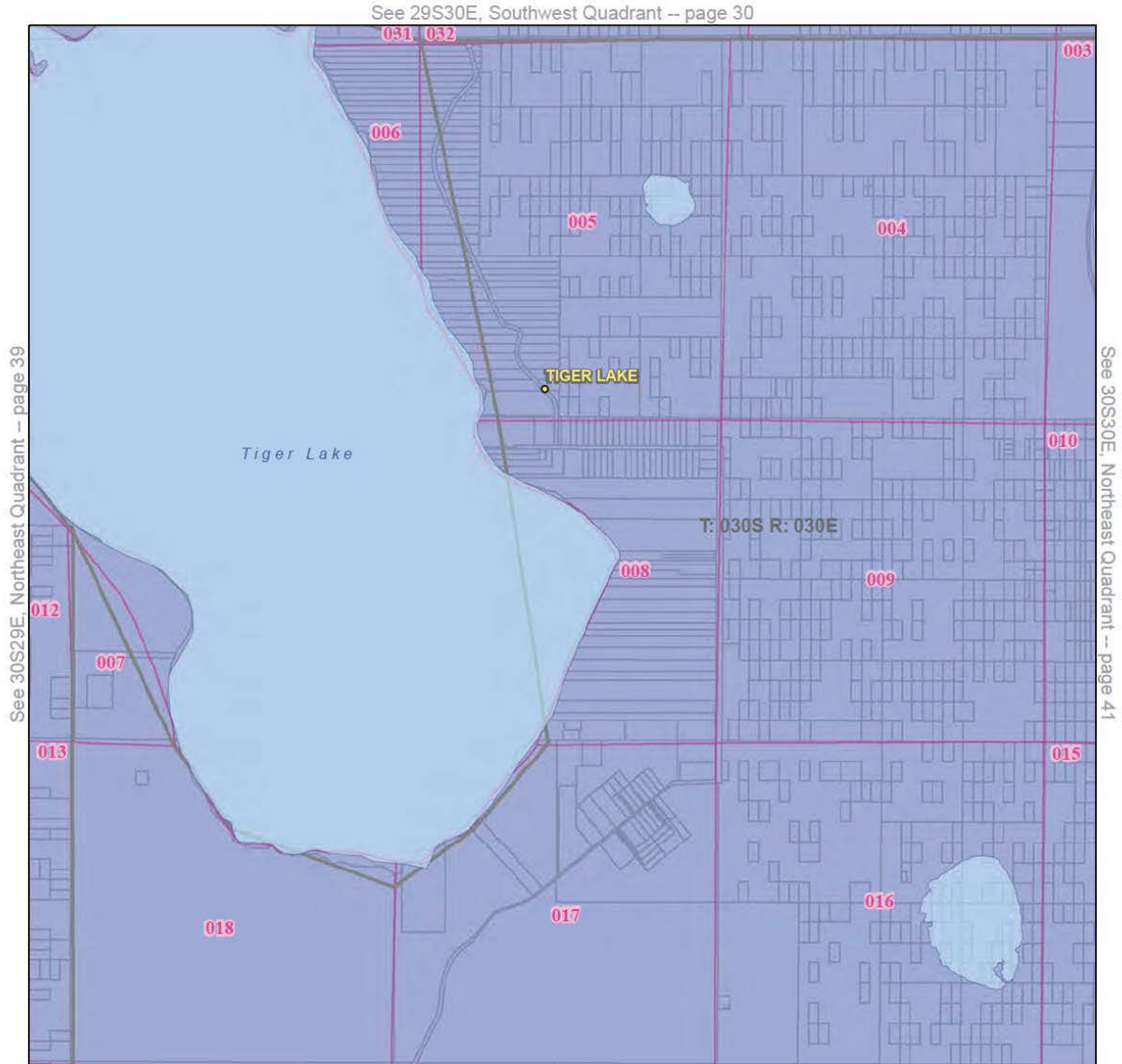
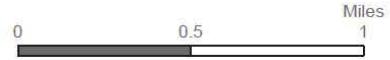
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 30S
Range: 29E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**

EXHIBIT A



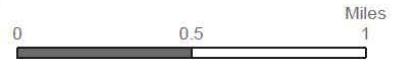
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 30S
Range: 30E
County: POLK COUNTY, FL

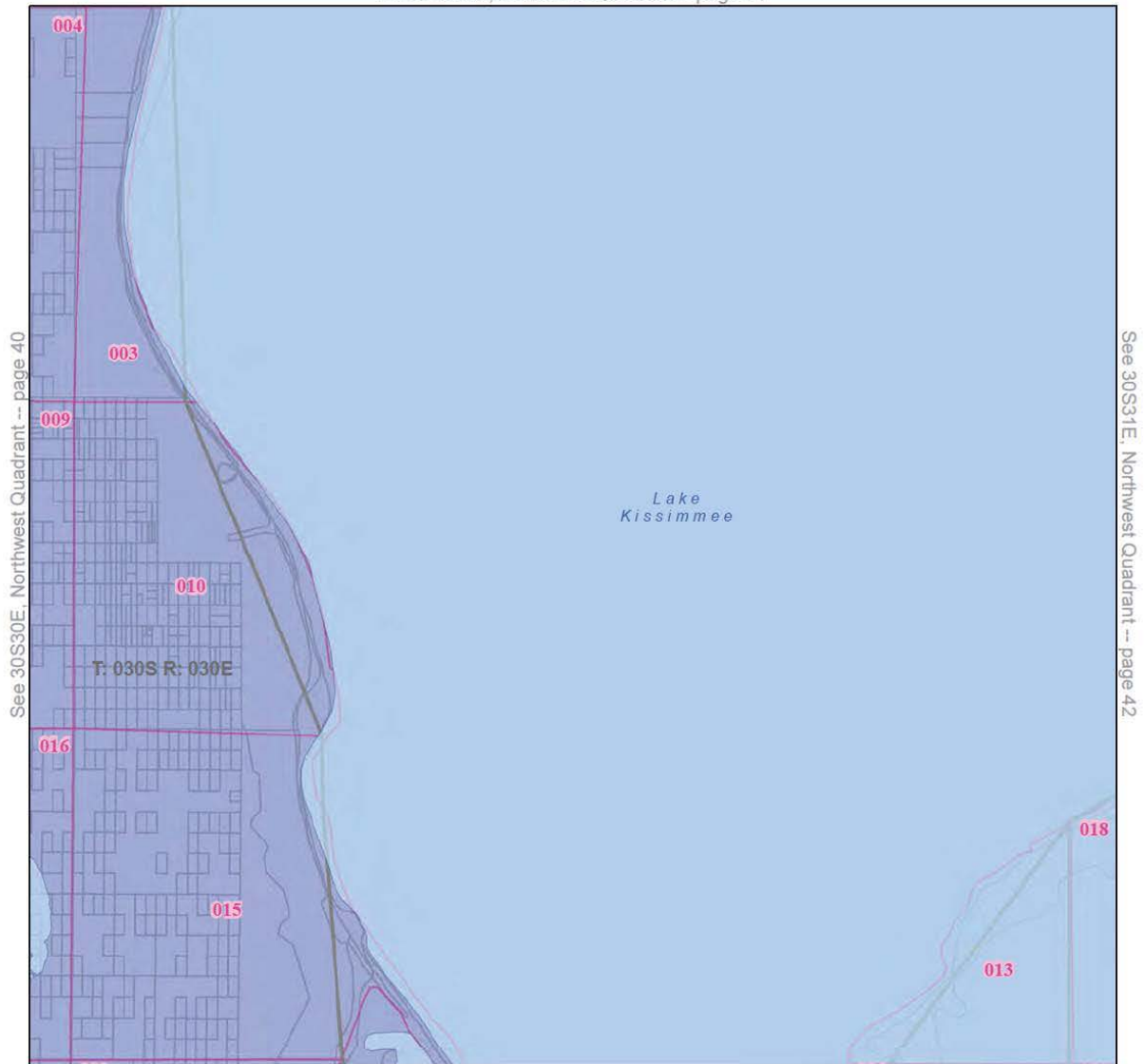


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK/OSCEOLA COUNTY**

EXHIBIT A



See 29S30E, Southeast Quadrant -- page 31

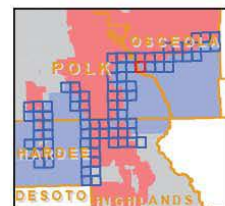


See 30S30E, Northwest Quadrant -- page 40

See 30S31E, Northwest Quadrant -- page 42

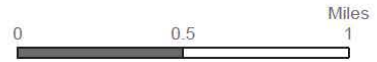
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 30S
Range: 30E
County: POLK/OSCEOLA COUNTY, FL

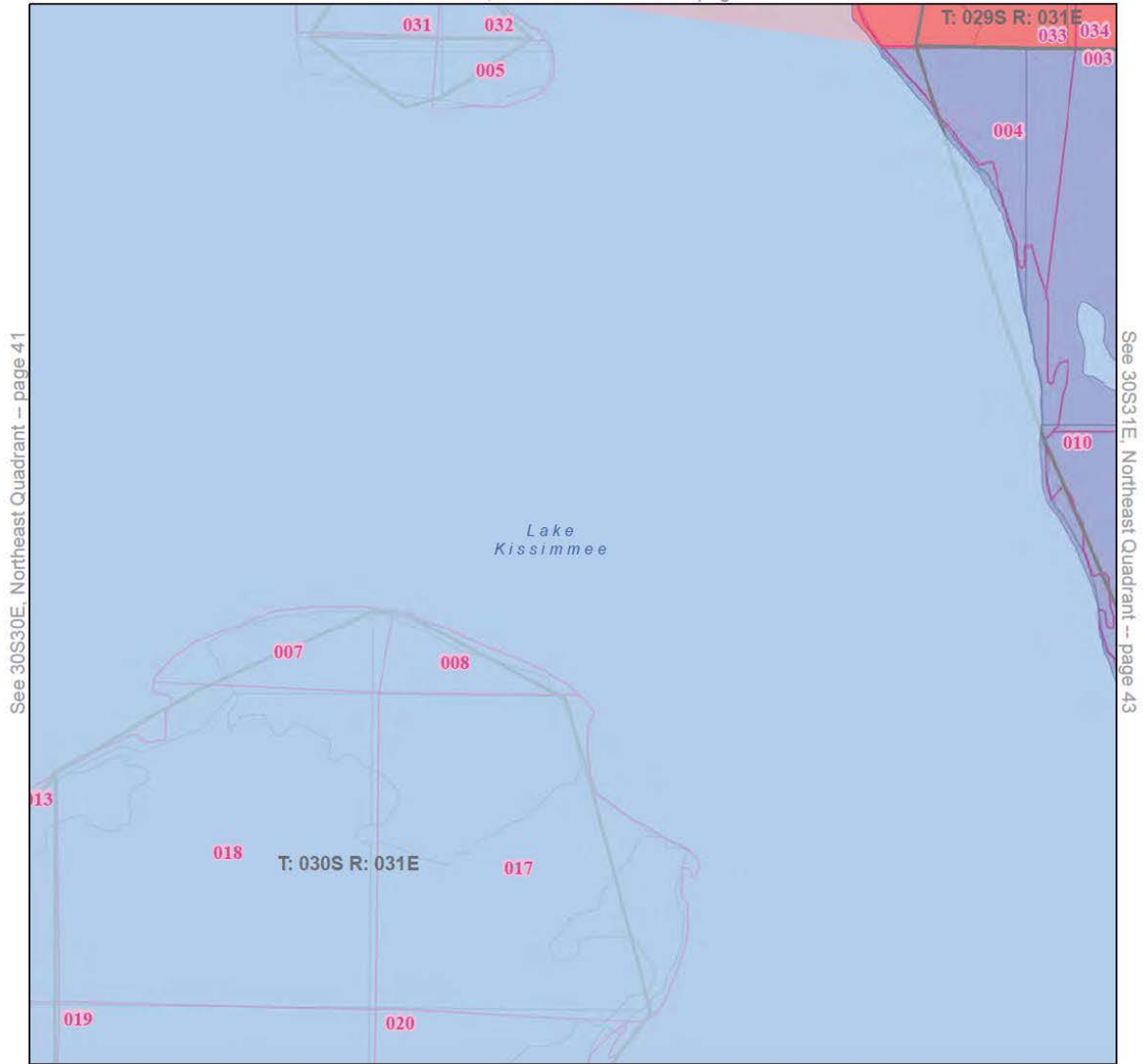


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A



See 29S31E, Southwest Quadrant -- page 32



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 30S
Range: 31E
County: OSCEOLA COUNTY, FL

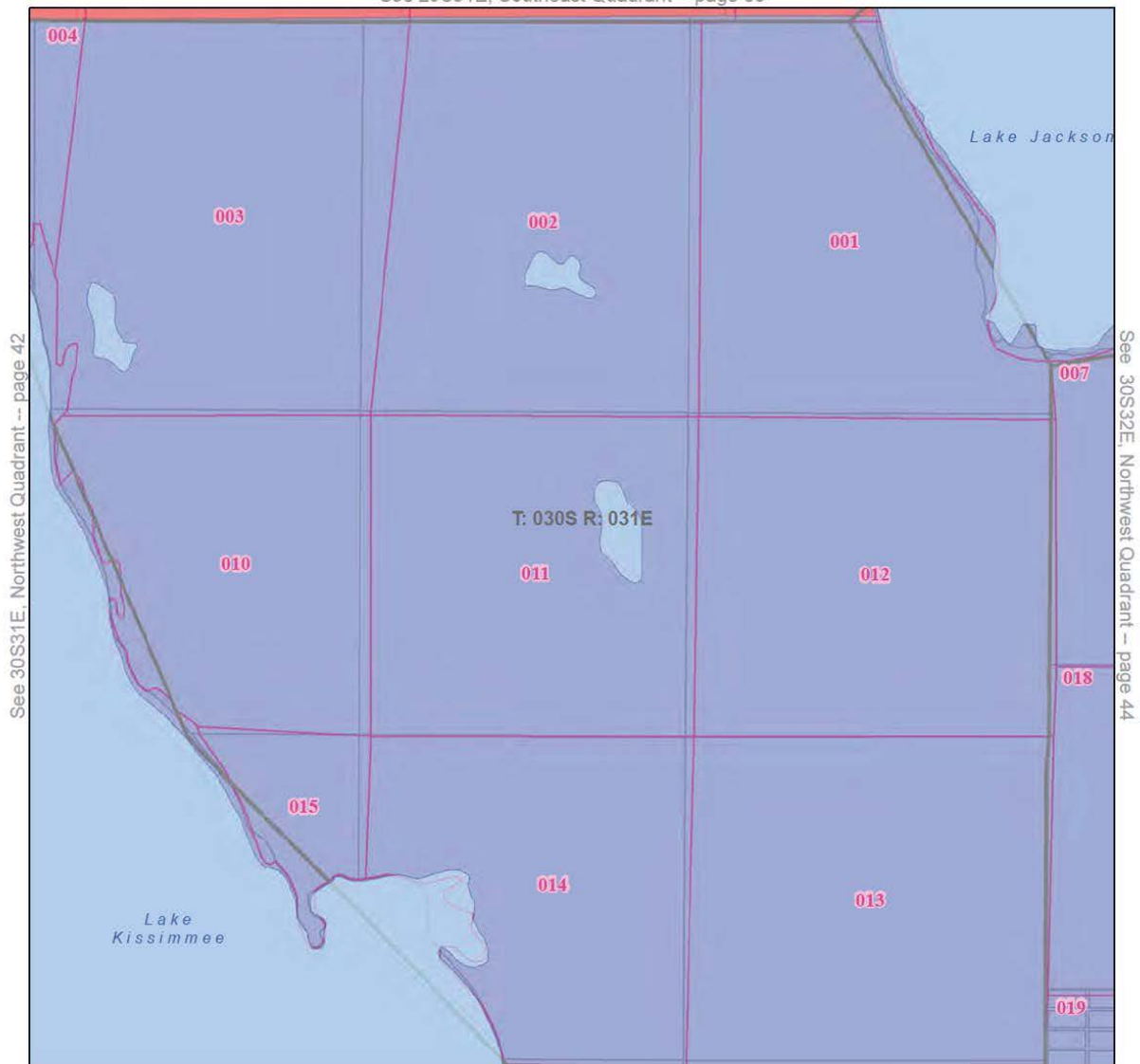


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
OSCEOLA COUNTY**

EXHIBIT A



See 29S31E, Southeast Quadrant -- page 33

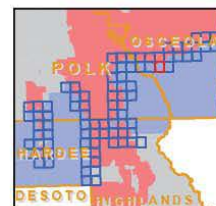


See 30S31E, Northwest Quadrant -- page 42

See 30S32E, Northwest Quadrant -- page 44

- UTILITY**
- Duke Energy
- Peace River Electric Coop (PRECO)
- Not Part of This Agreement
- Limited Access
- Highway
- Major Road
- Major Railroad Line
- Water
- Section
- Parcel
- County
- City and Place Names
- City/Place Boundary

Quadrant: Northeast
Township: 30S
Range: 31E
County: OSCEOLA COUNTY, FL

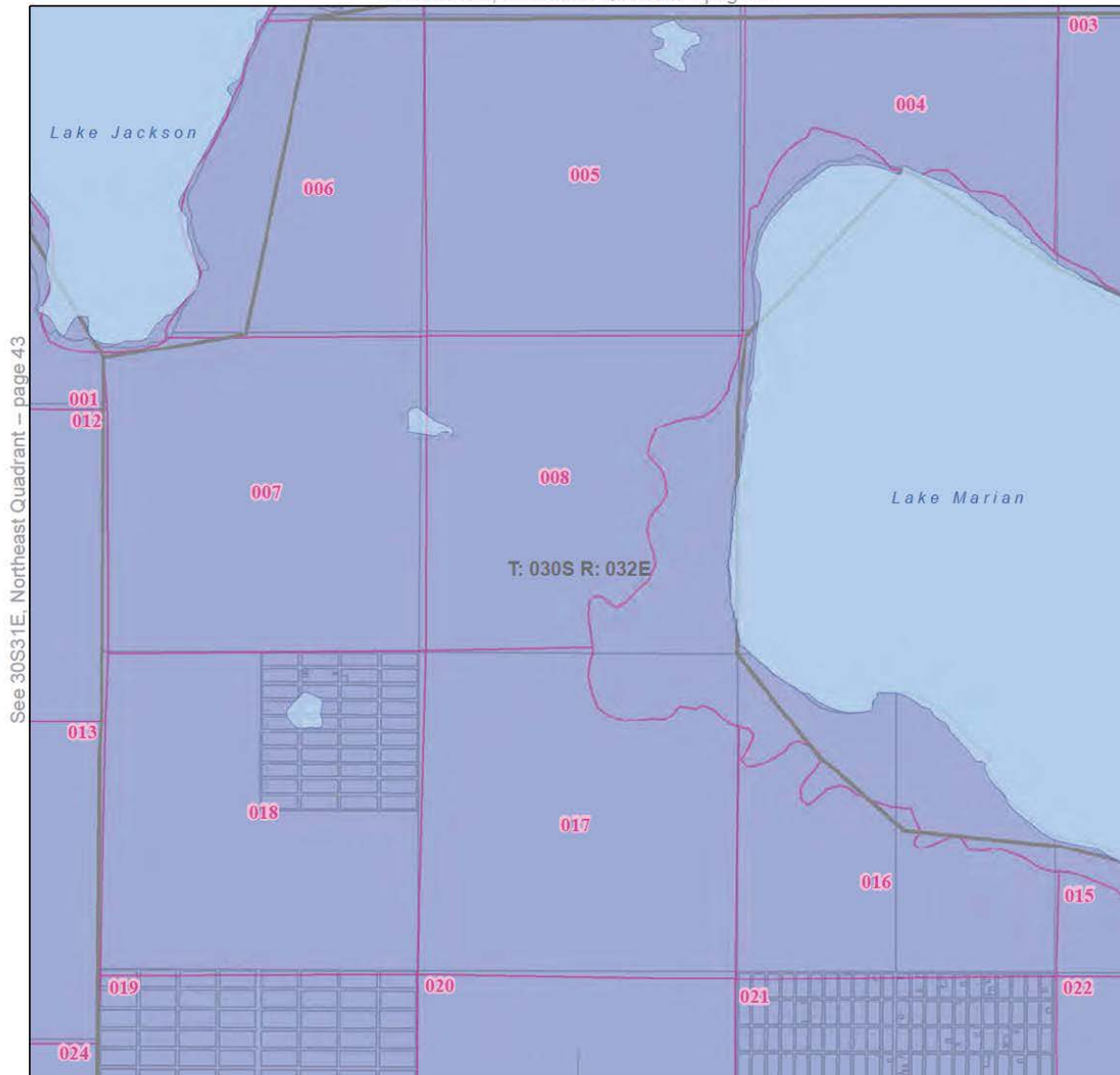


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 OSCEOLA COUNTY**

EXHIBIT A



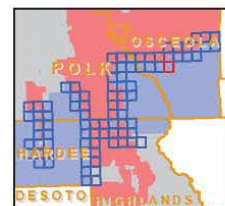
See 29S32E, Southwest Quadrant -- page 34



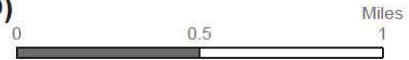
See 30S31E, Northeast Quadrant -- page 43

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

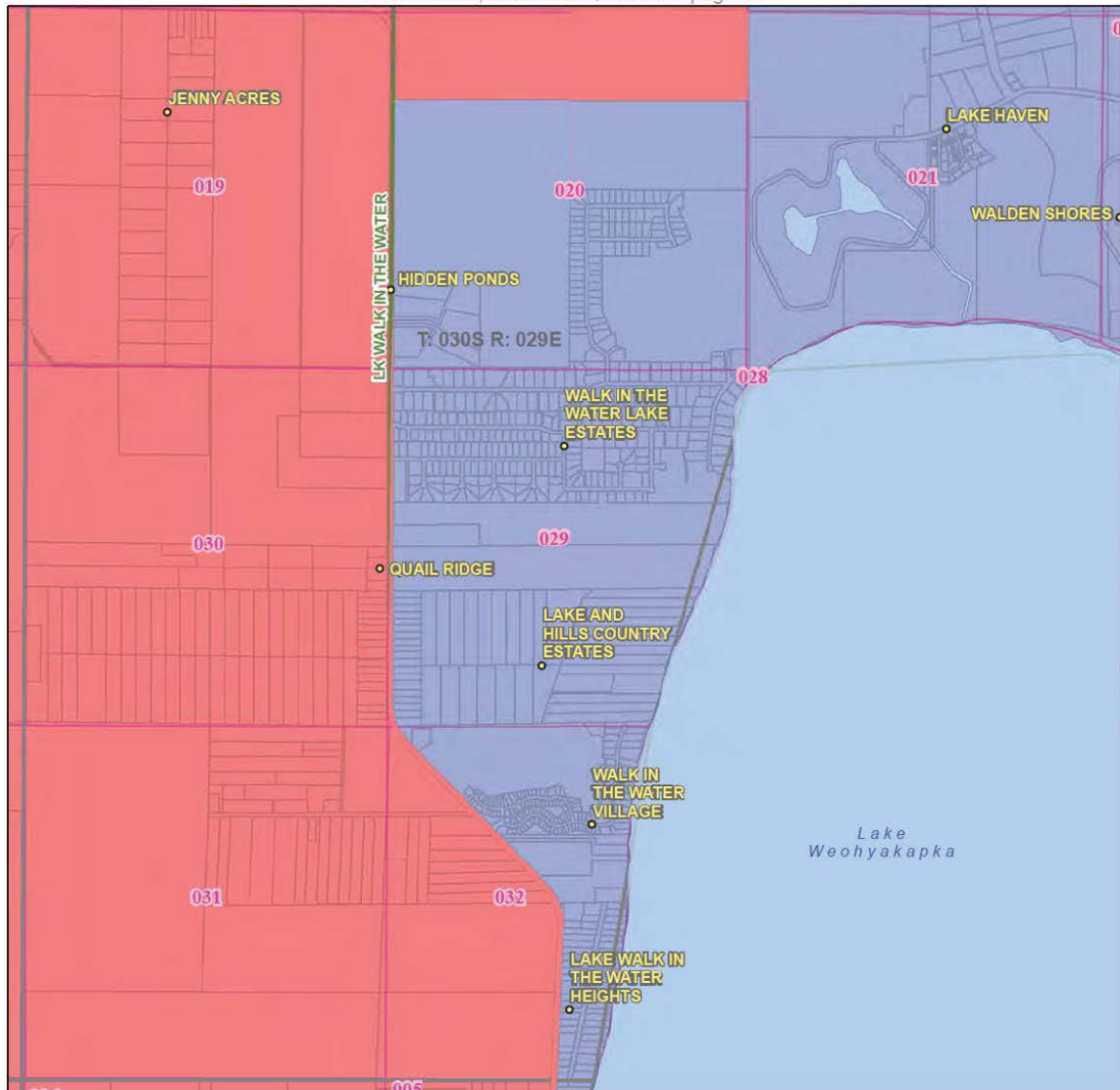
Quadrant: Northwest
Township: 30S
Range: 32E
County: OSCEOLA COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 30S29E, Northwest Quadrant -- page 38



See 30S29E, Southeast Quadrant -- page 46

See 31S29E, Northwest Quadrant -- page 49

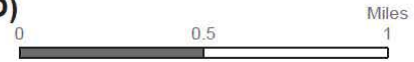
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 30S
Range: 29E
County: POLK COUNTY, FL

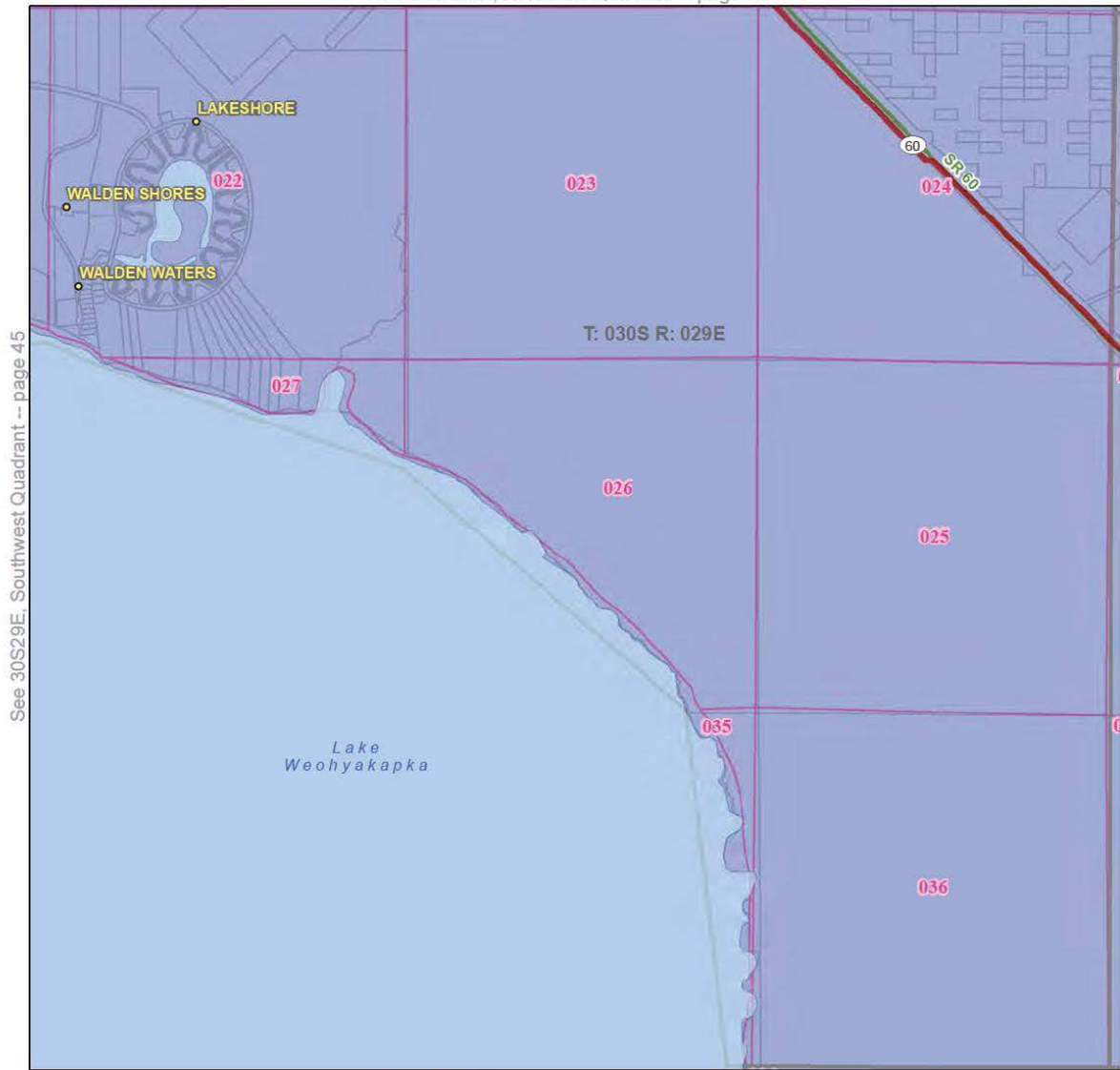


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**

EXHIBIT A



See 30S29E, Northeast Quadrant -- page 39



See 30S29E, Southwest Quadrant -- page 45

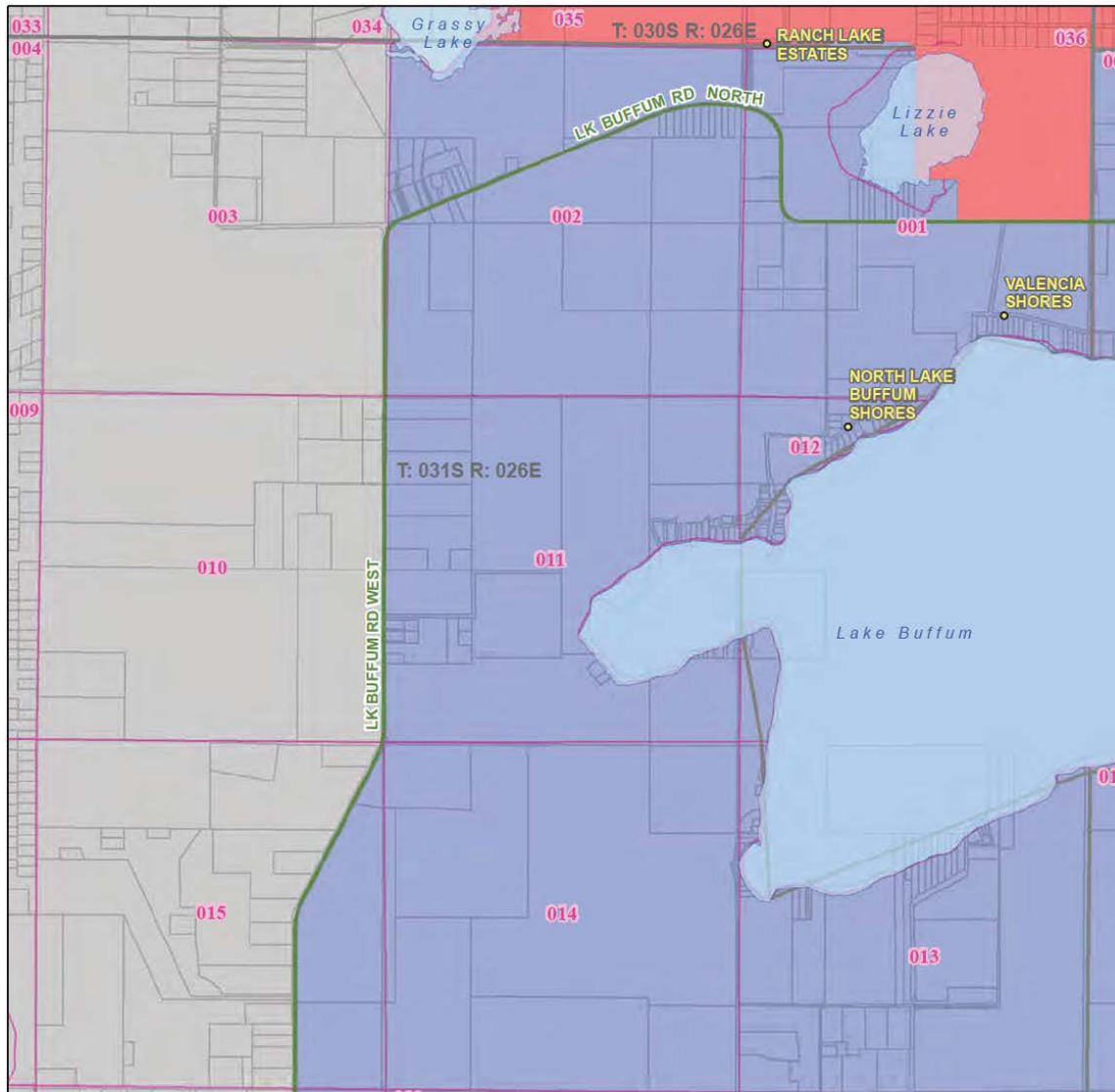
See 31S29E, Northeast Quadrant -- page 50

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 30S
Range: 29E
County: POLK COUNTY, FL



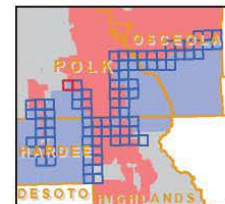
**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



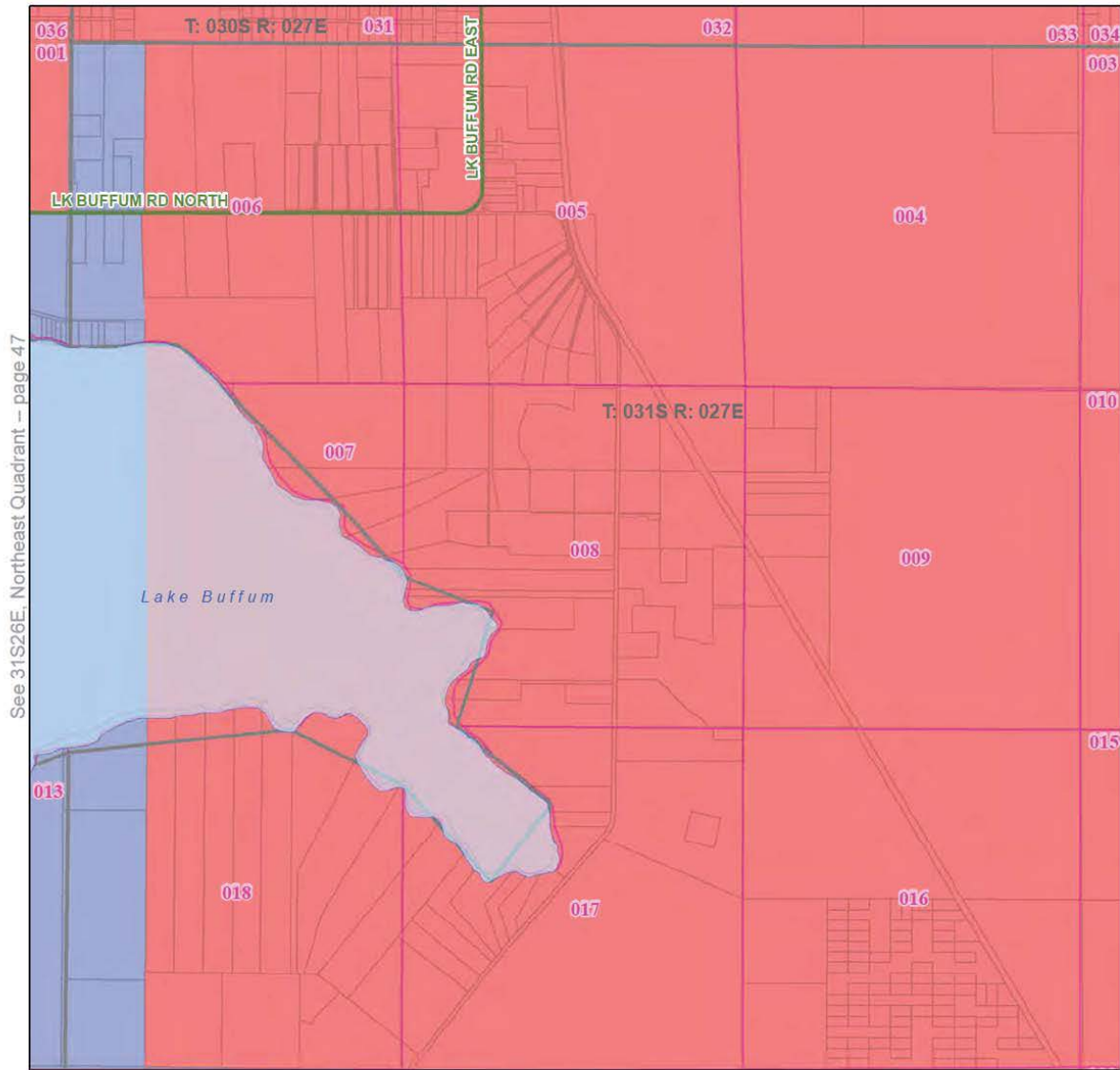
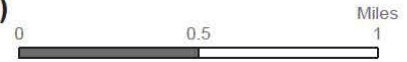
See 31S27E, Northwest Quadrant -- page 48

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 31S
Range: 26E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 31S26E, Northeast Quadrant -- page 47

See 31S27E, Southwest Quadrant -- page 52

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 31S
Range: 27E
County: POLK COUNTY, FL

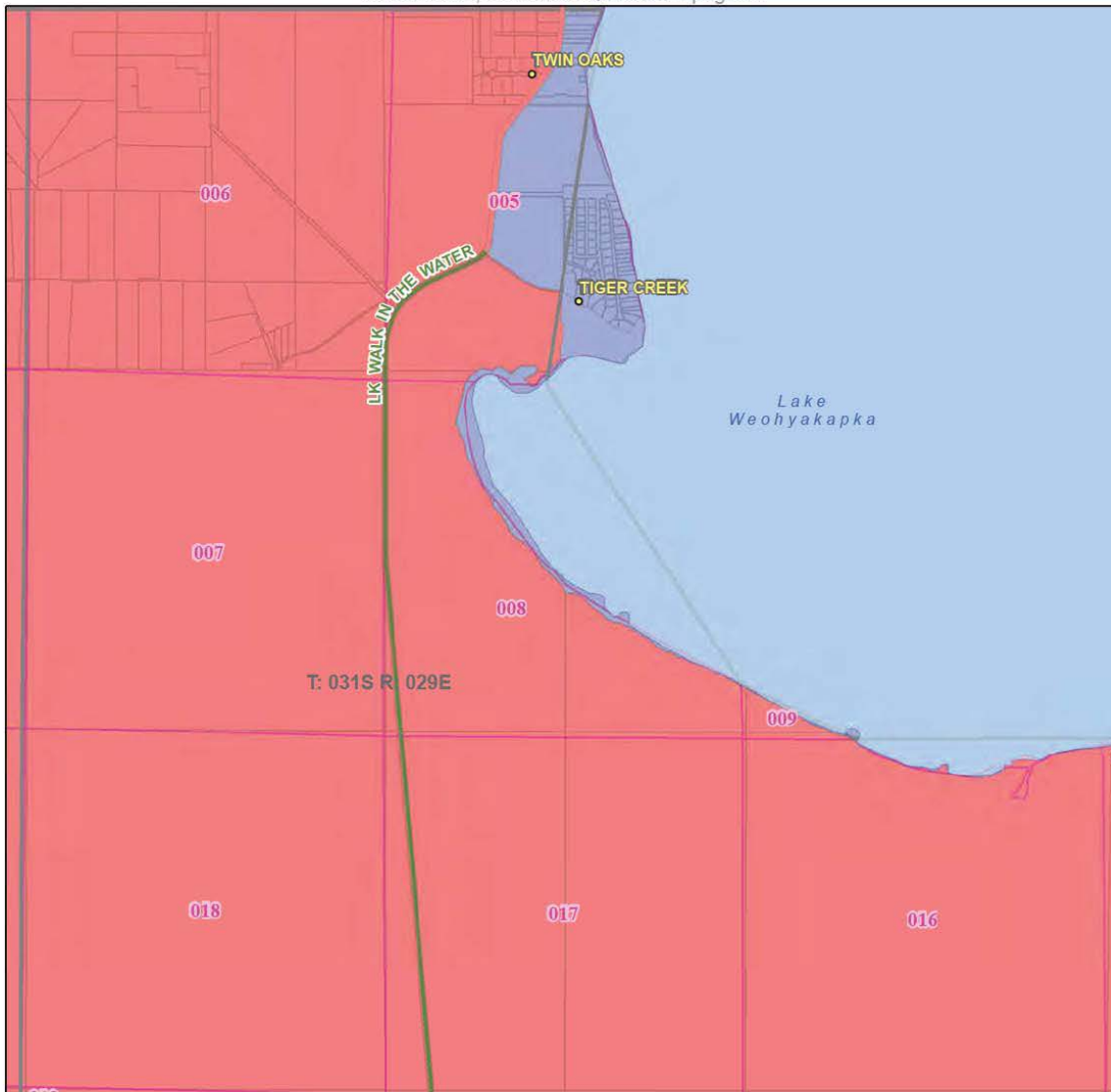


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



See 30S29E, Southwest Quadrant -- page 45

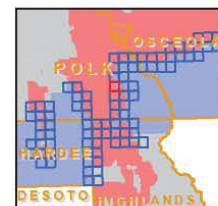


See 31S29E, Northeast Quadrant -- page 50

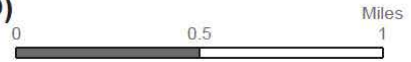
See 31S29E, Southwest Quadrant -- page 54

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

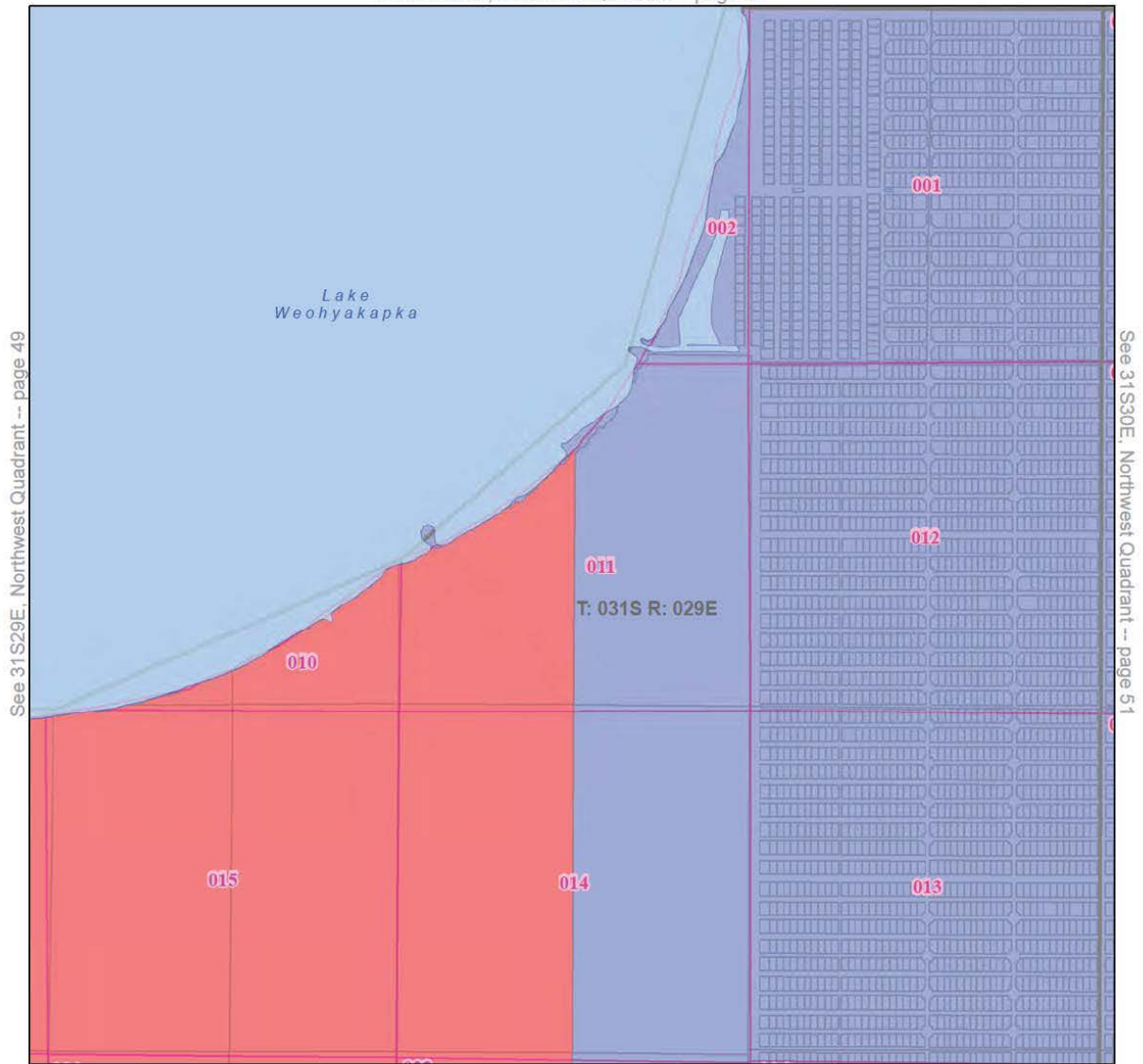
Quadrant: Northwest
Township: 31S
Range: 29E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 30S29E, Southeast Quadrant -- page 46



See 31S29E, Southeast Quadrant -- page 55

- | | | | |
|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 31S
Range: 29E
County: POLK COUNTY, FL

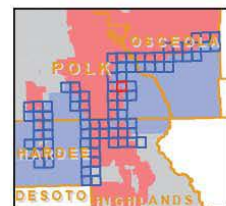


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



See 31S29E, Northeast Quadrant -- page 50

See 31S30E, Southwest Quadrant -- page 56

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 31S
Range: 30E
County: POLK COUNTY, FL

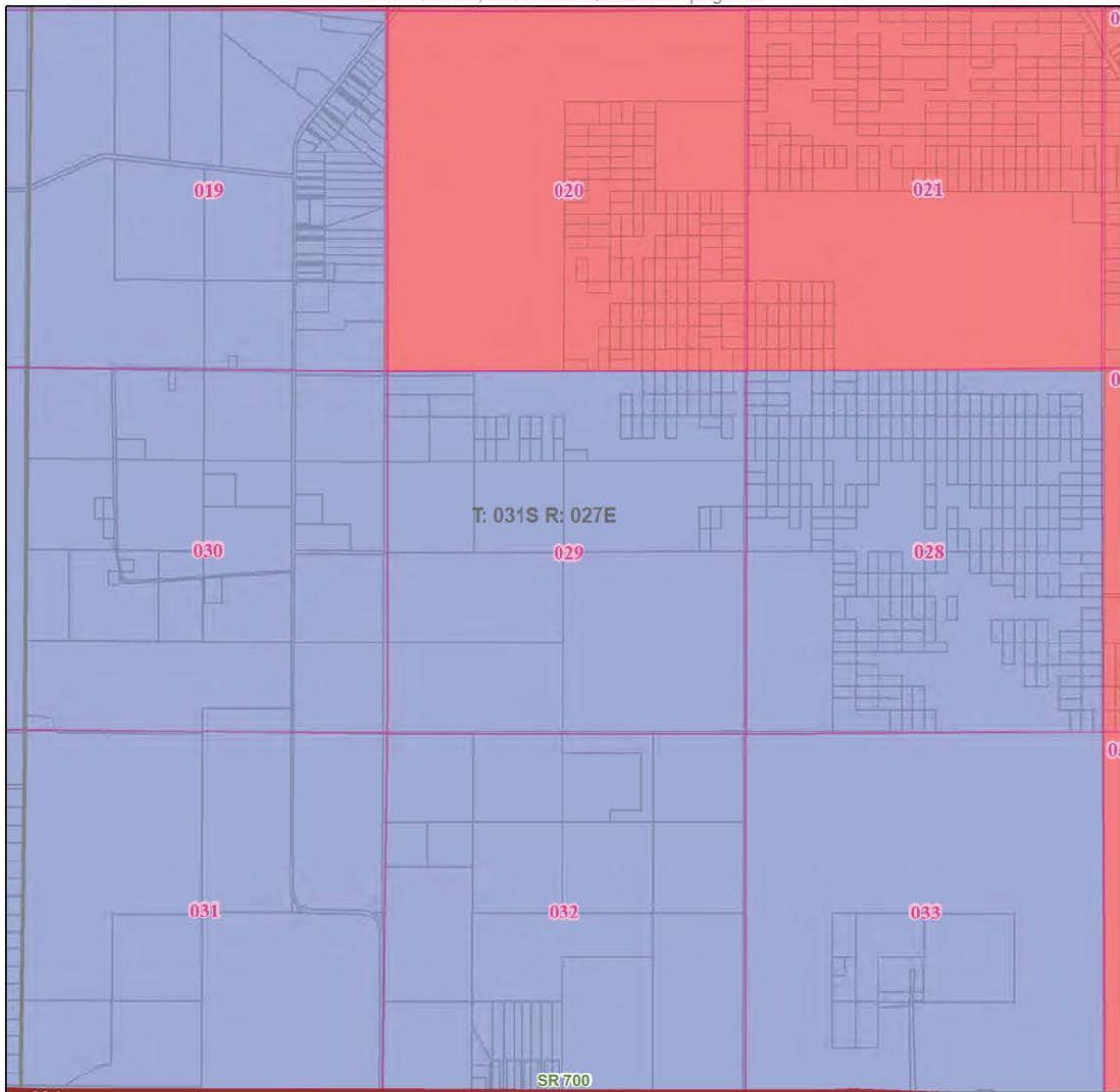


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**

EXHIBIT A



See 31S27E, Northwest Quadrant -- page 48

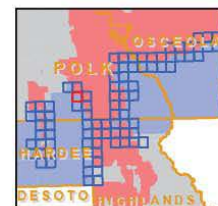


See 31S27E, Southeast Quadrant -- page 53

See 32S27E, Northwest Quadrant -- page 57

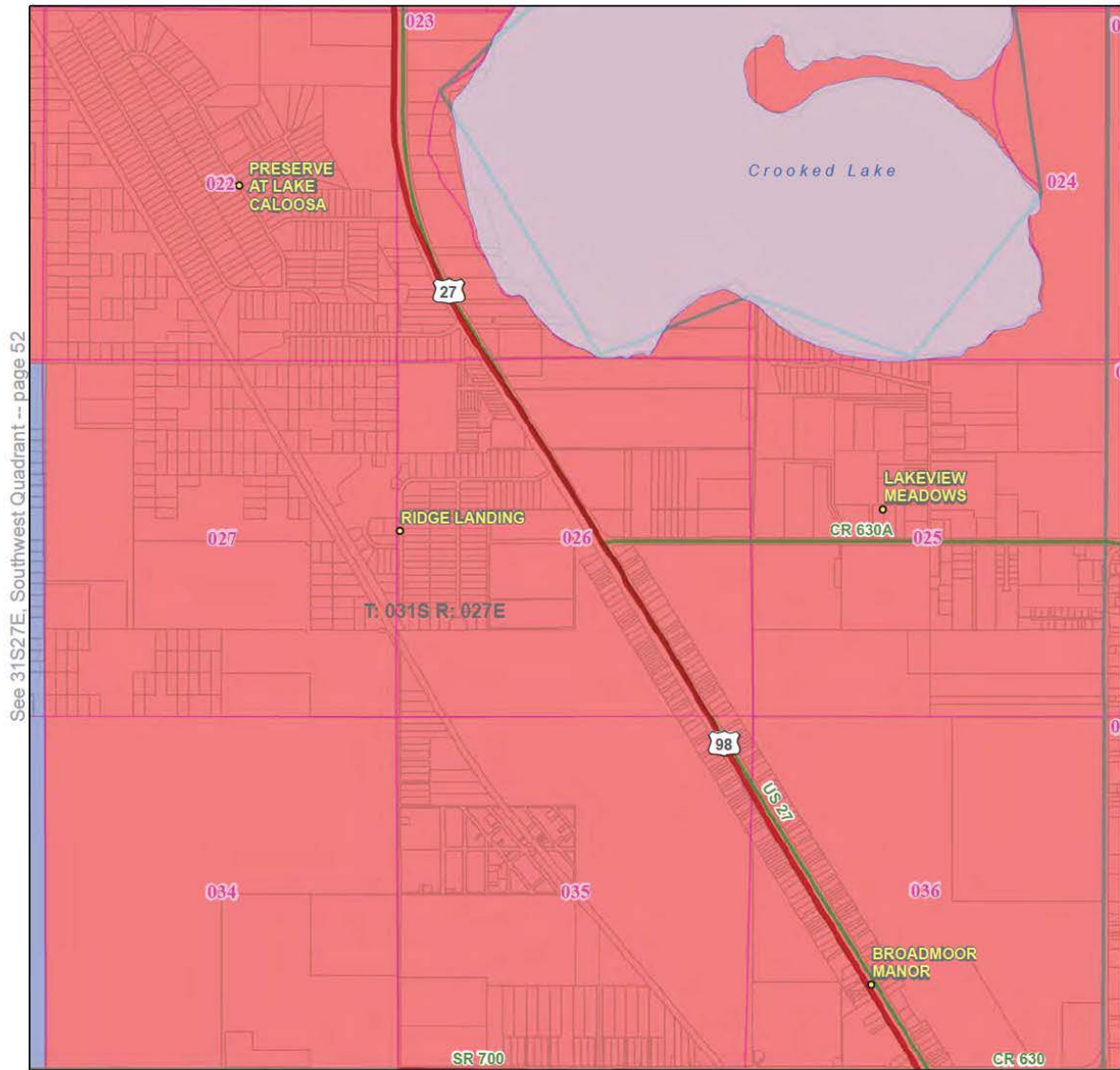
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 31S
Range: 27E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**

EXHIBIT A



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 31S
Range: 27E
County: POLK COUNTY, FL

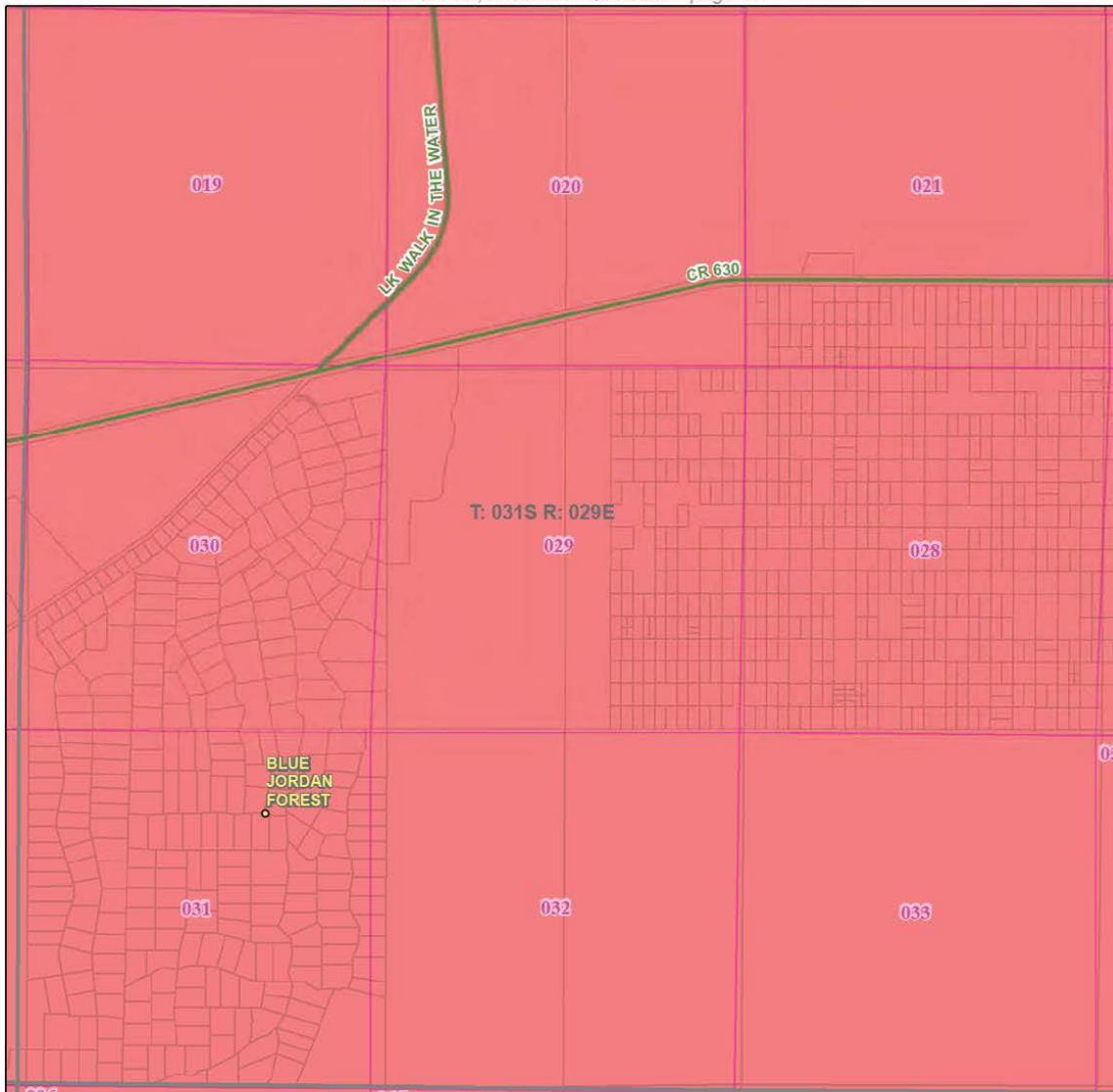


EXHIBIT A

DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO) TERRITORIAL AGREEMENT POLK COUNTY



See 31S29E, Northwest Quadrant -- page 49



See 31S29E, Southeast Quadrant -- page 55

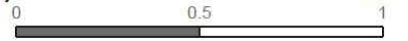
See 32S29E, Northwest Quadrant -- page 59

- | | | | |
|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

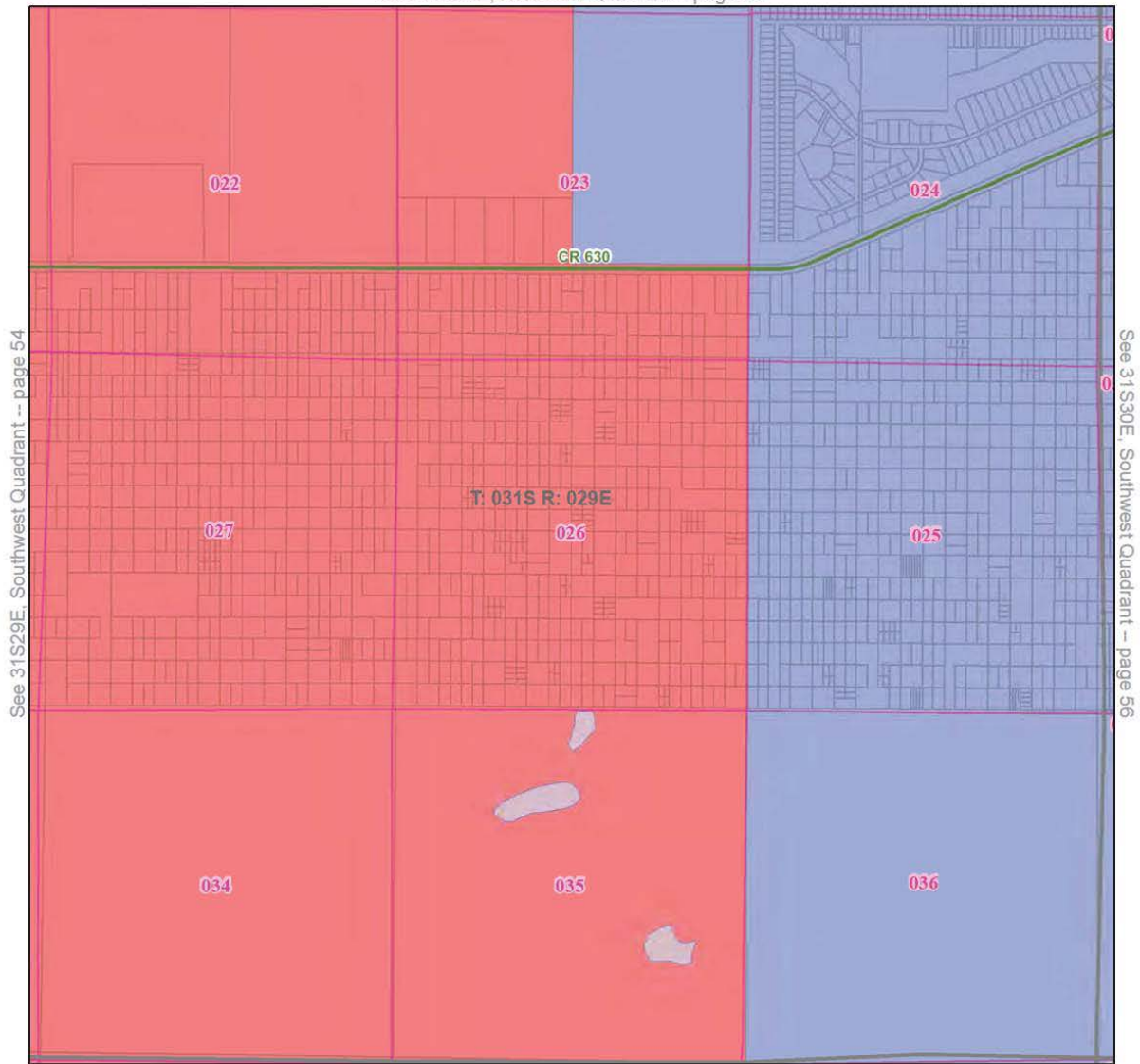
Quadrant: Southwest
Township: 31S
Range: 29E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 31S29E, Northeast Quadrant -- page 50



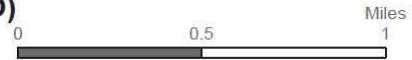
See 32S29E, Northeast Quadrant -- page 60

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

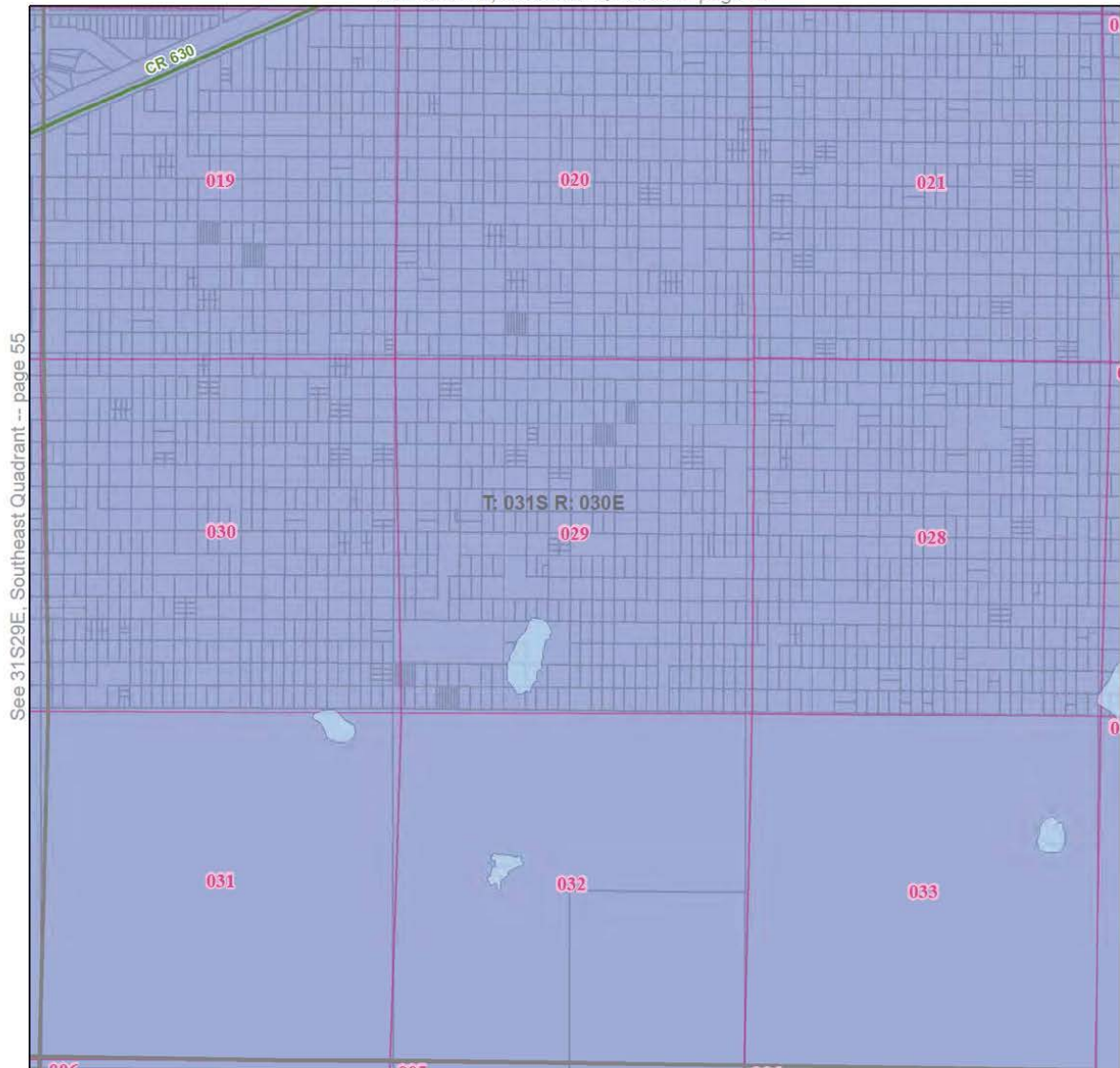
Quadrant: Southeast
Township: 31S
Range: 29E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



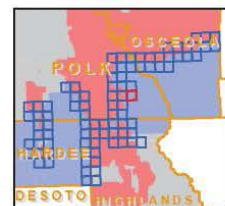
See 31S30E, Northwest Quadrant -- page 51



See 31S29E, Southeast Quadrant -- page 55

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

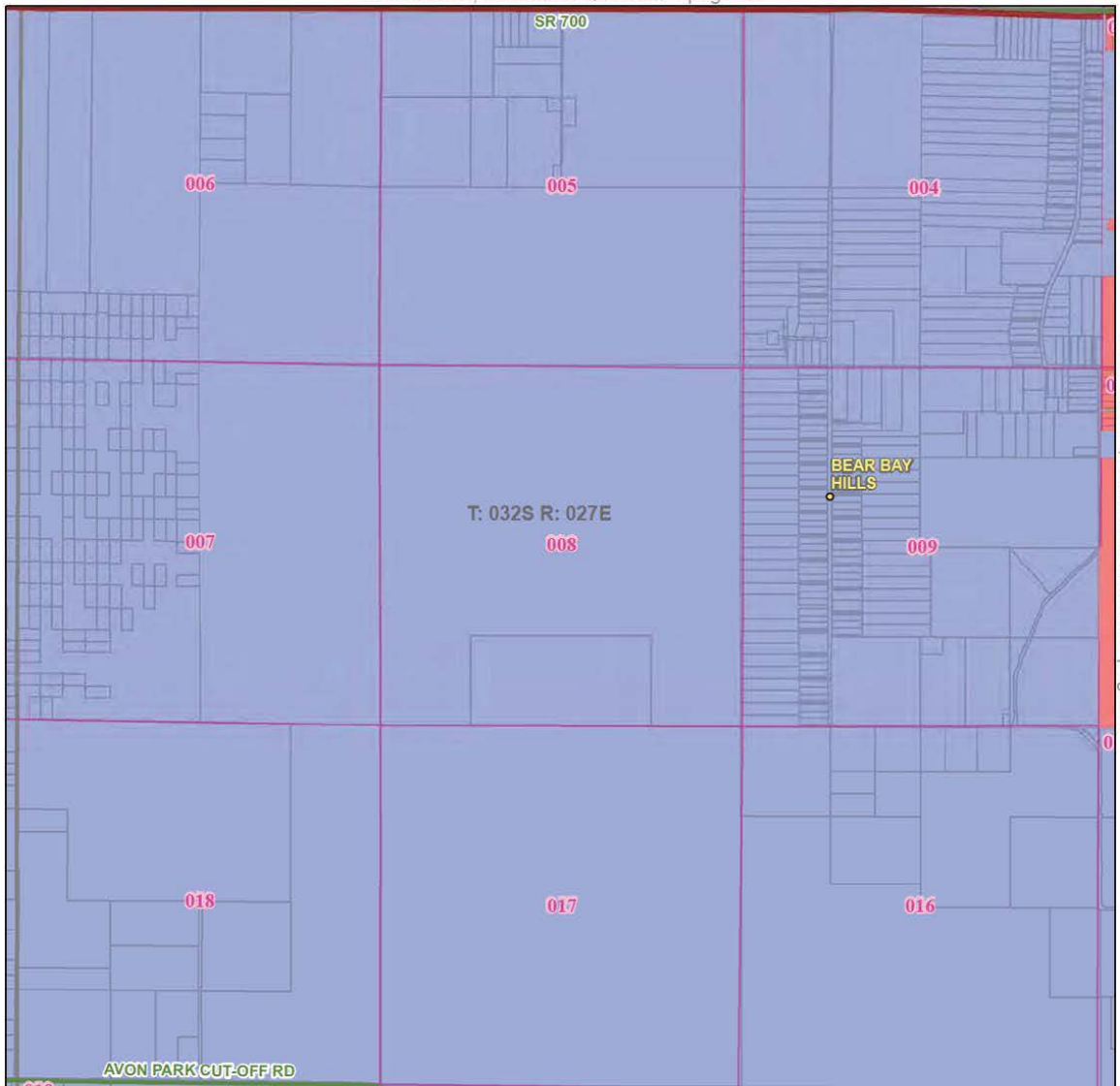
Quadrant: Southwest
Township: 31S
Range: 30E
County: POLK COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



See 31S27E, Southwest Quadrant -- page 52



See 32S27E, Northeast Quadrant -- page 58

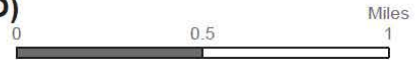
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 32S
Range: 27E
County: POLK COUNTY, FL

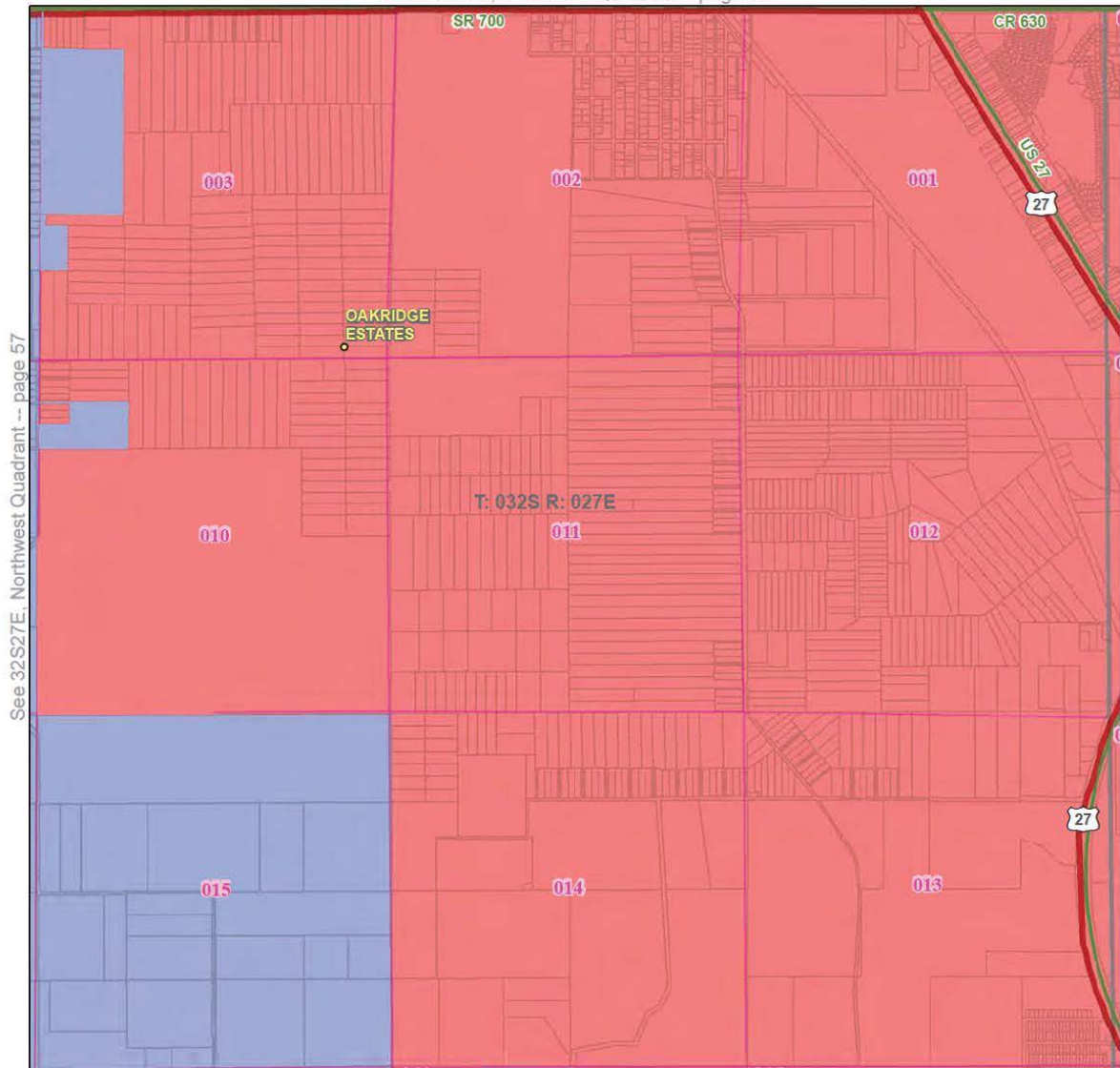


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**

EXHIBIT A



See 31S27E, Southeast Quadrant -- page 53



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 32S
Range: 27E
County: POLK COUNTY, FL

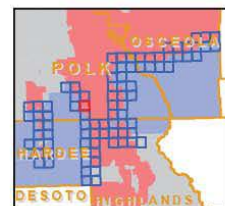
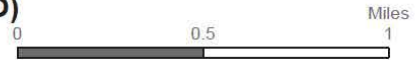
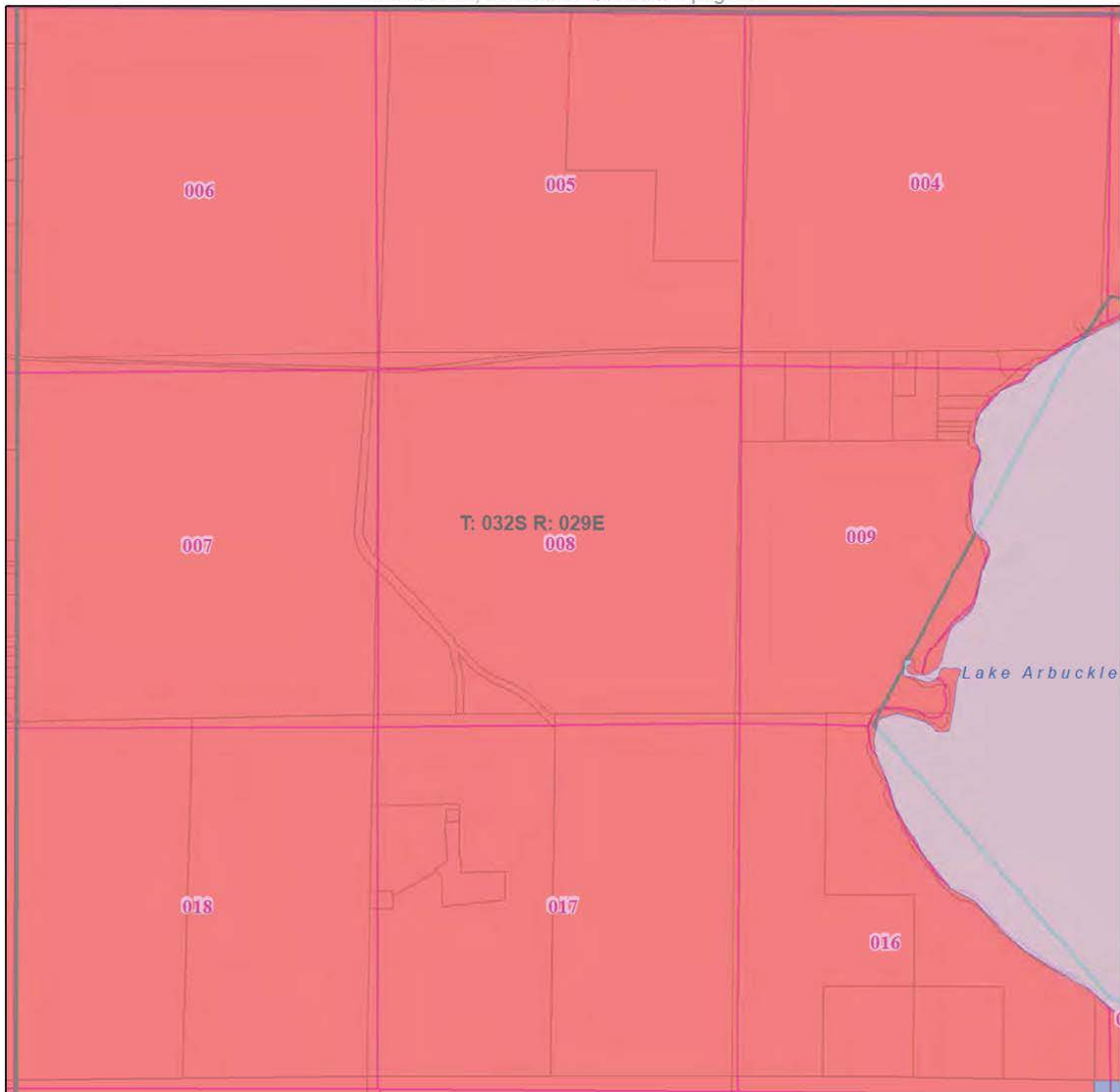


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**



See 31S29E, Southwest Quadrant -- page 54



See 32S29E, Northeast Quadrant -- page 60

See 32S29E, Southwest Quadrant -- page 62

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 32S
Range: 29E
County: POLK COUNTY, FL

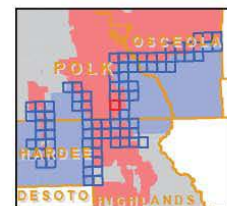
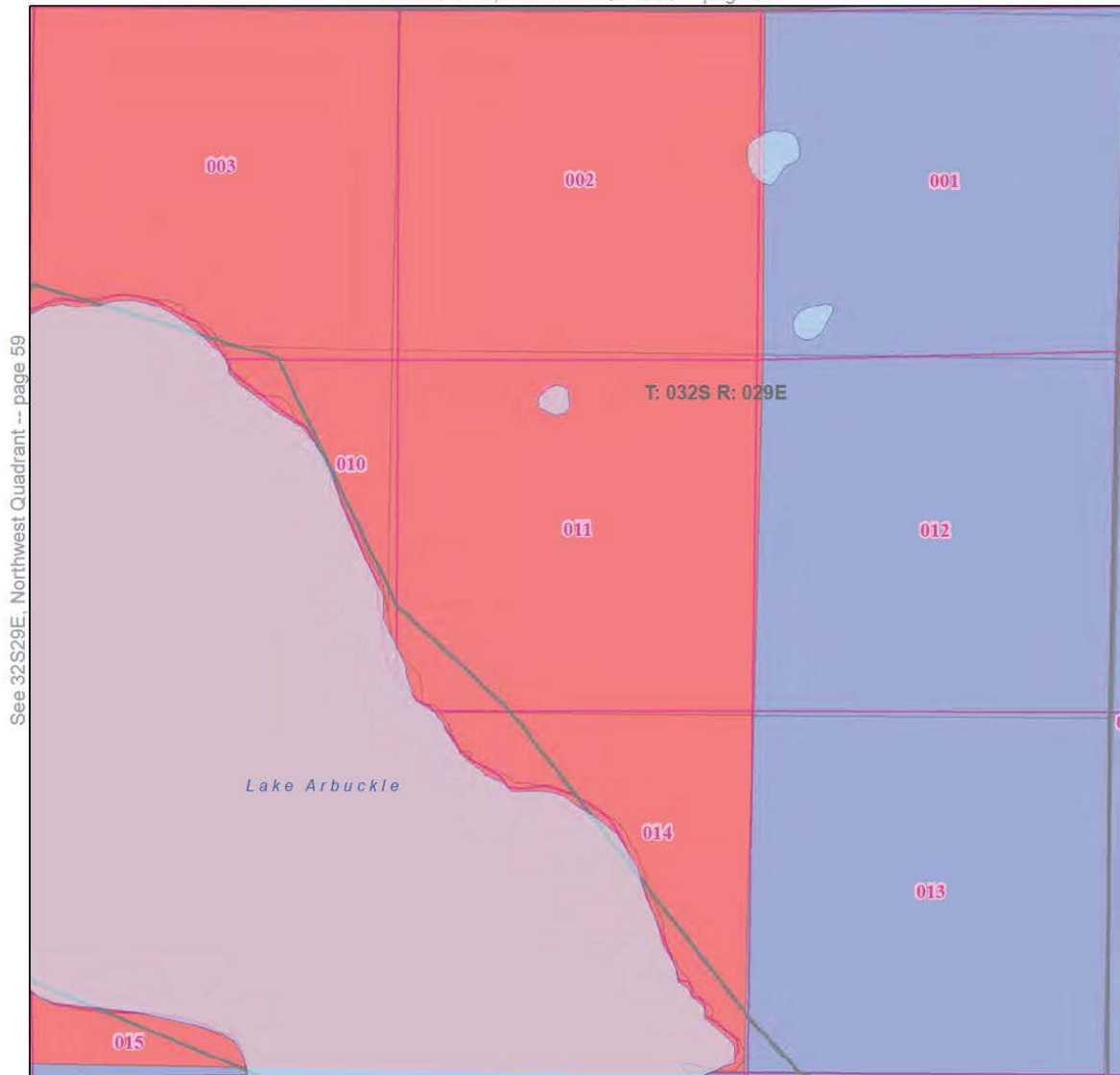


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 31S29E, Southeast Quadrant -- page 55

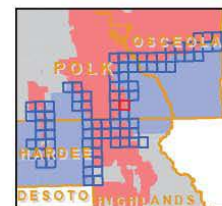


See 32S29E, Northwest Quadrant -- page 59

See 32S29E, Southeast Quadrant -- page 63

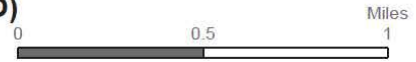
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 32S
Range: 29E
County: POLK COUNTY, FL

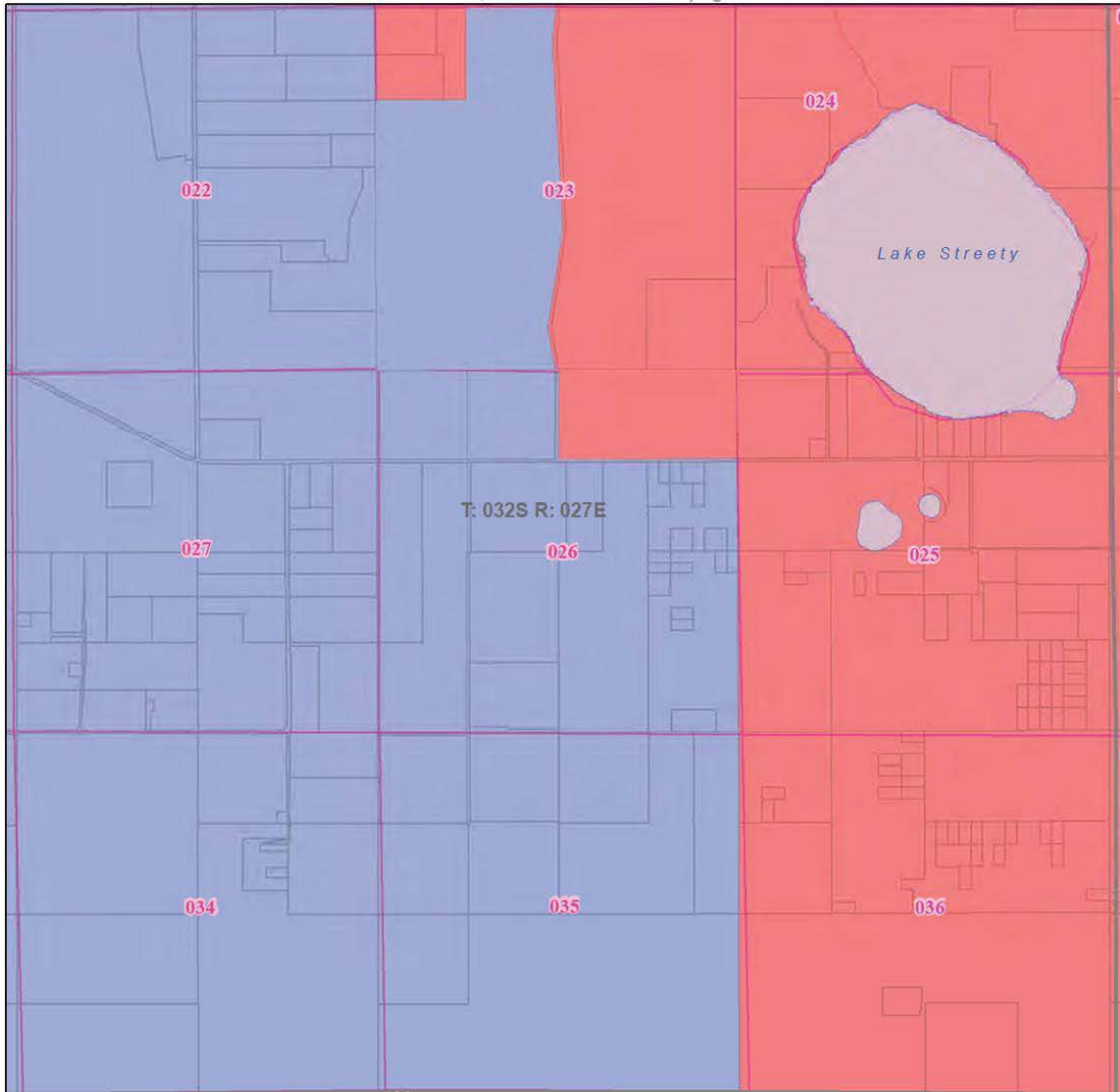


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**

EXHIBIT A



See 32S27E, Northeast Quadrant -- page 58



See 33S27E, Northeast Quadrant -- page 64

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 32S
Range: 27E
County: POLK COUNTY, FL

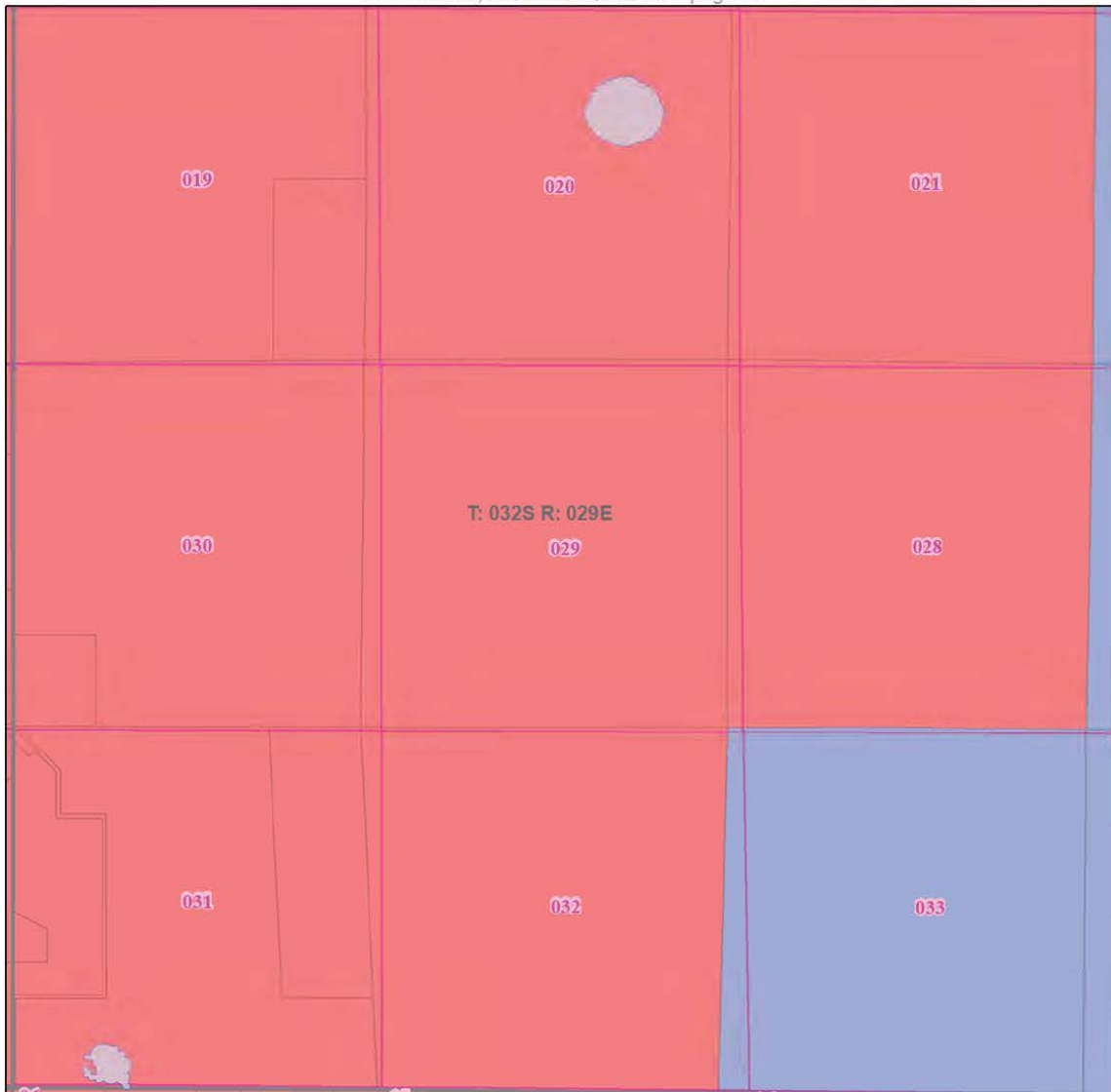


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
POLK COUNTY**

EXHIBIT A



See 32S29E, Northwest Quadrant -- page 59



See 32S29E, Southeast Quadrant -- page 63

See 33S29E, Northwest Quadrant -- page 67

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 32S
Range: 29E
County: POLK COUNTY, FL



EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 POLK COUNTY**



See 32S29E, Northeast Quadrant -- page 60

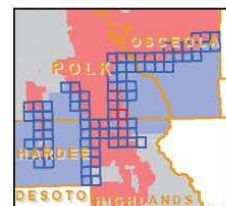


See 32S29E, Southwest Quadrant -- page 62

See 33S29E, Northeast Quadrant -- page 68

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 32S
Range: 29E
County: POLK COUNTY, FL

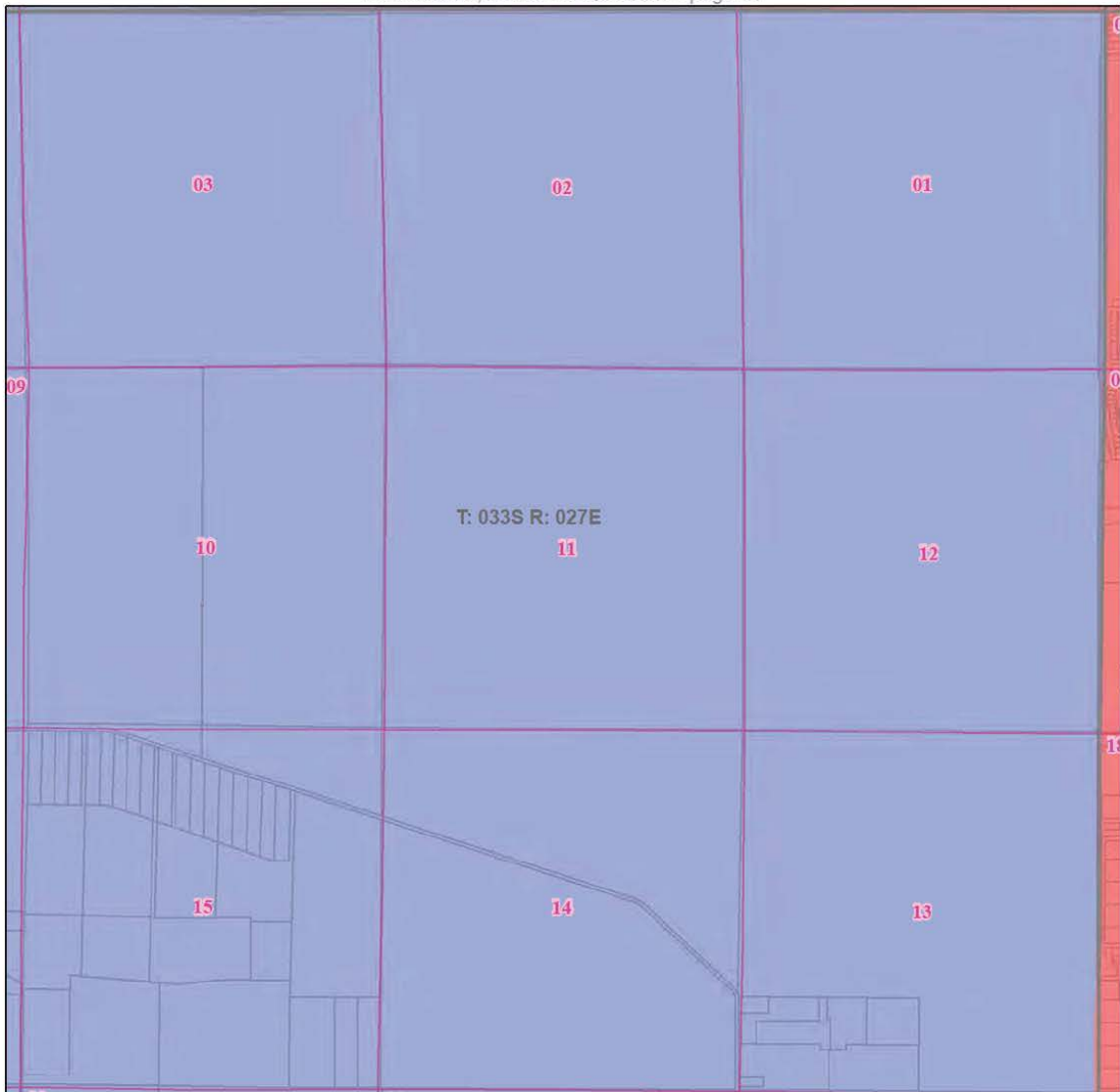


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**

EXHIBIT A



See 32S27E, Southeast Quadrant -- page 61



See 33S28E, Northwest Quadrant -- page 65

See 33S27E, Southeast Quadrant -- page 70

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 33S
Range: 27E
County: HARDEE COUNTY, FL

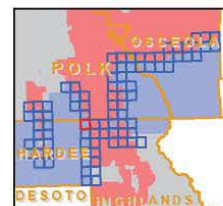
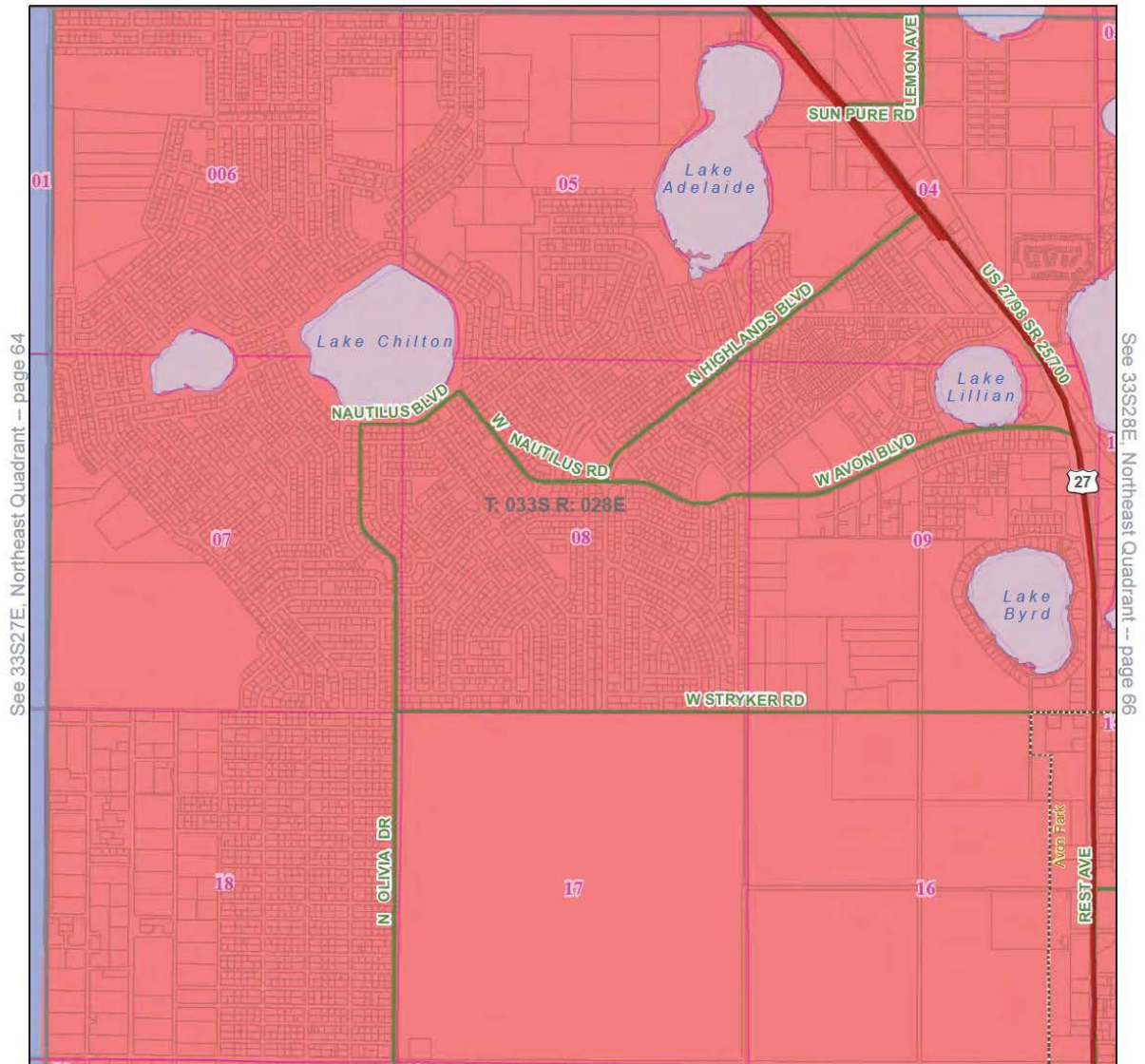
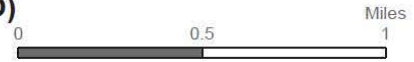


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**



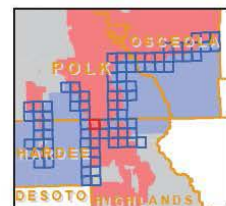
See 33S27E, Northeast Quadrant -- page 64

See 33S28E, Northeast Quadrant -- page 66

See 33S28E, Southwest Quadrant -- page 71

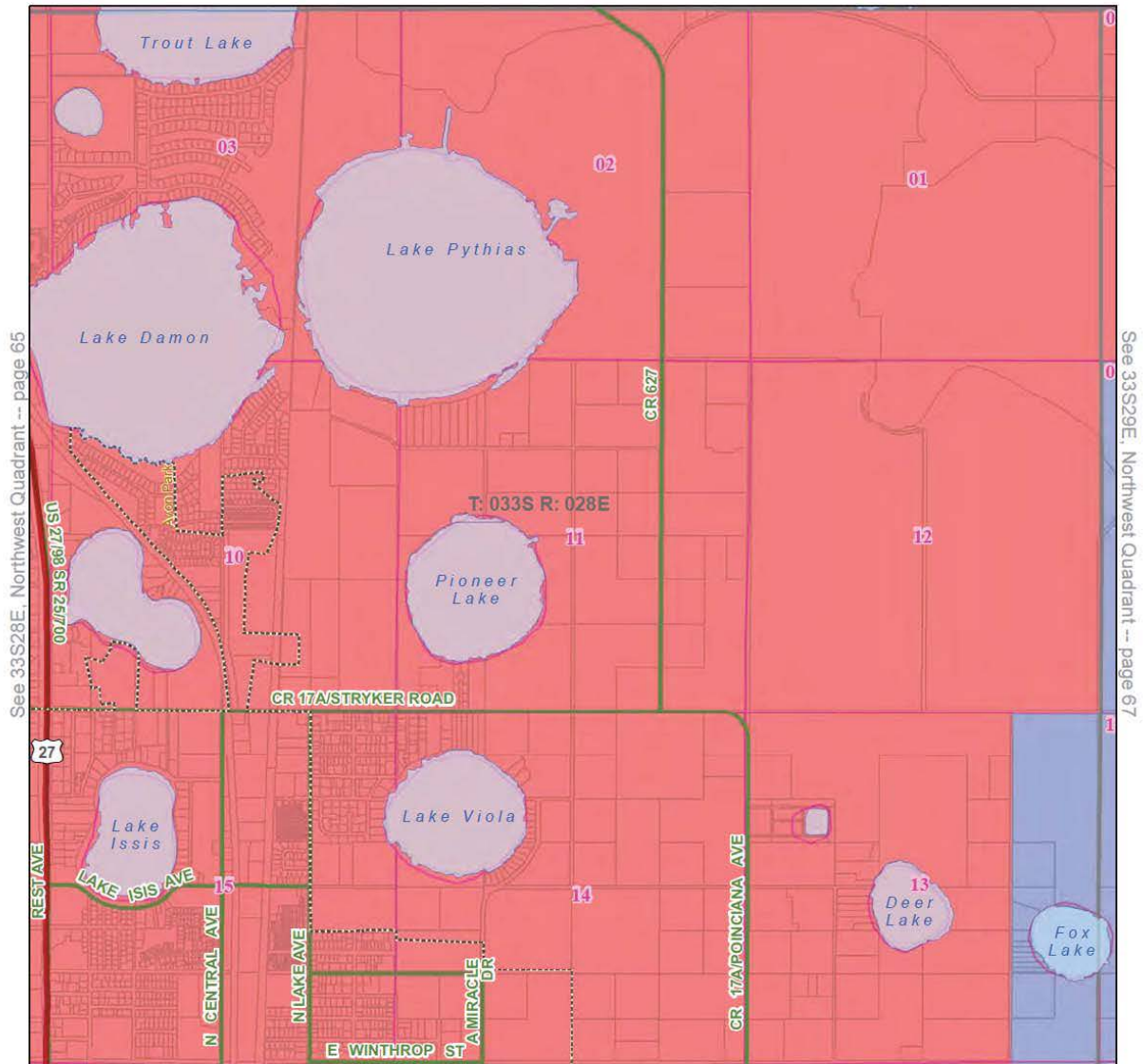
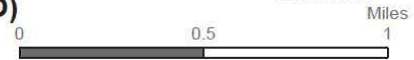
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 33S
Range: 28E
County: HIGHLANDS COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A



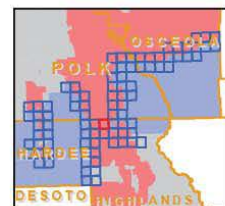
See 33S28E, Northwest Quadrant -- page 65

See 33S29E, Northwest Quadrant -- page 67

See 33S28E, Southeast Quadrant -- page 72

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 33S
Range: 28E
County: HIGHLANDS COUNTY, FL

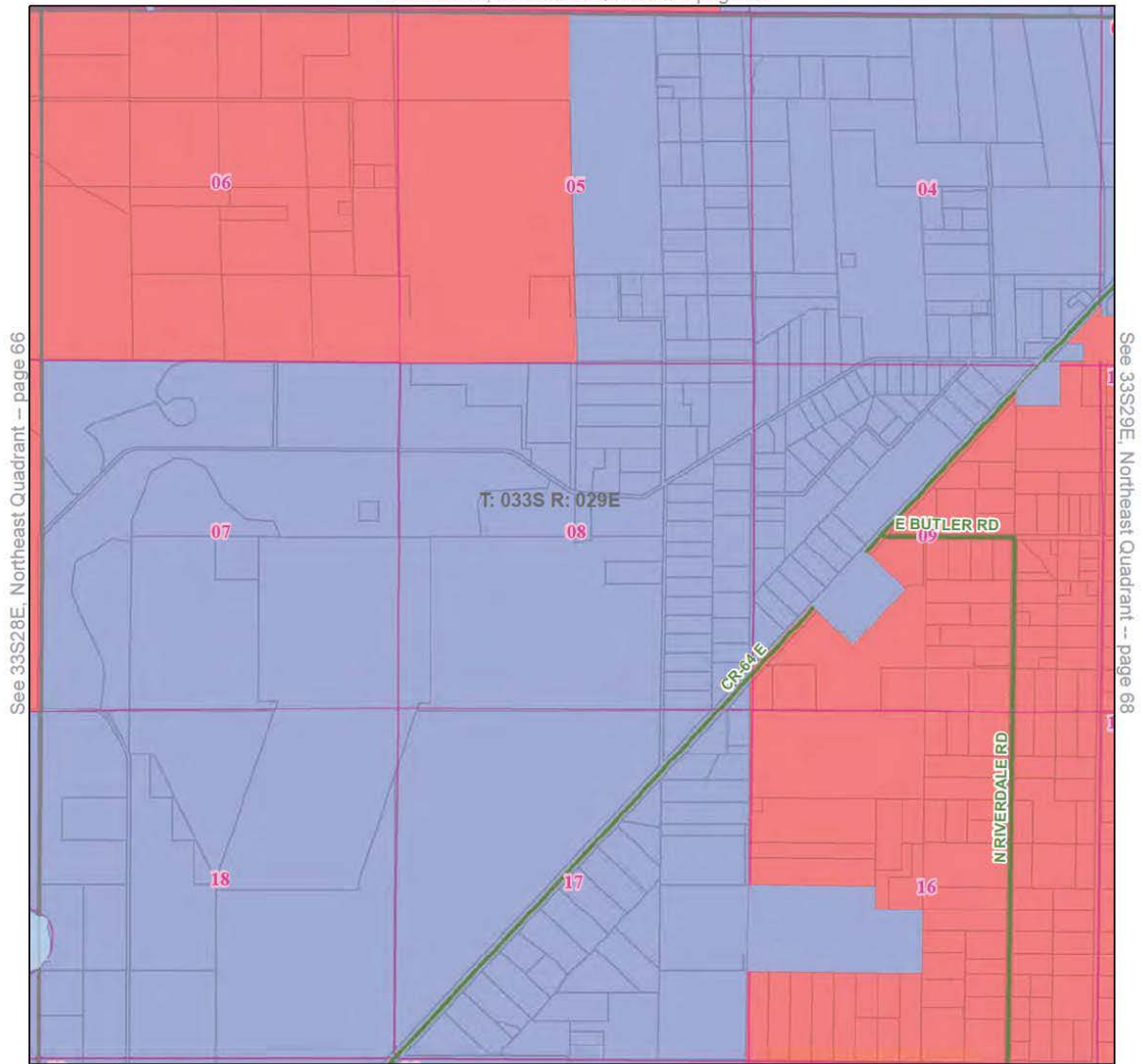


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A



See 32S29E, Southwest Quadrant -- page 62



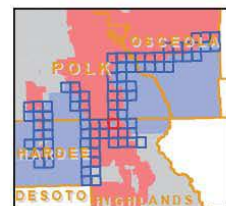
See 33S28E, Northeast Quadrant -- page 66

See 33S29E, Northeast Quadrant -- page 68

See 33S29E, Southwest Quadrant -- page 73

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

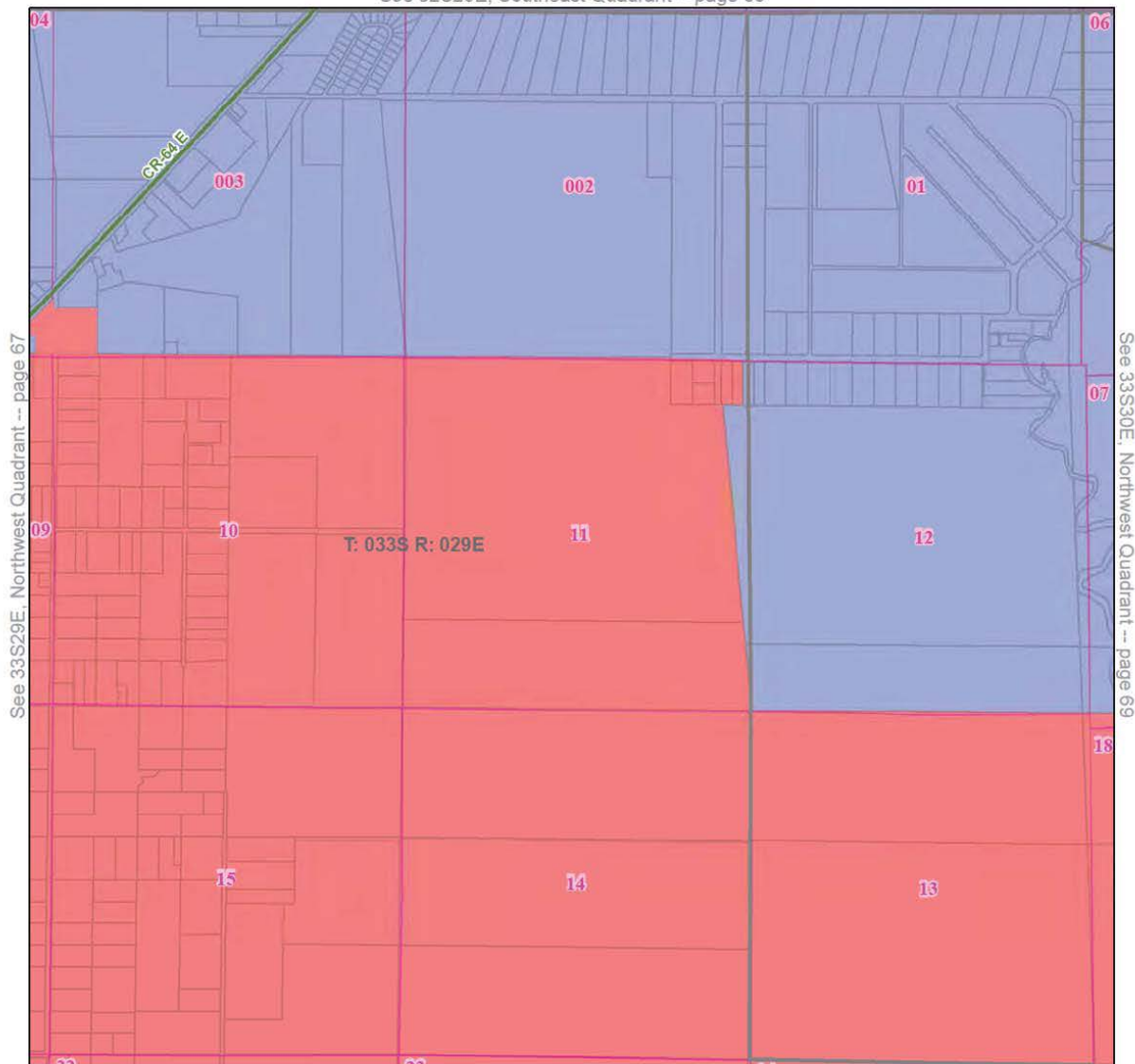
Quadrant: Northwest
Township: 33S
Range: 29E
County: HIGHLANDS COUNTY, FL



DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO) TERRITORIAL AGREEMENT HIGHLANDS COUNTY



See 32S29E, Southeast Quadrant -- page 63



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 33S
Range: 29E
County: HIGHLANDS COUNTY, FL

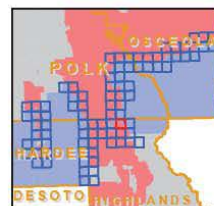
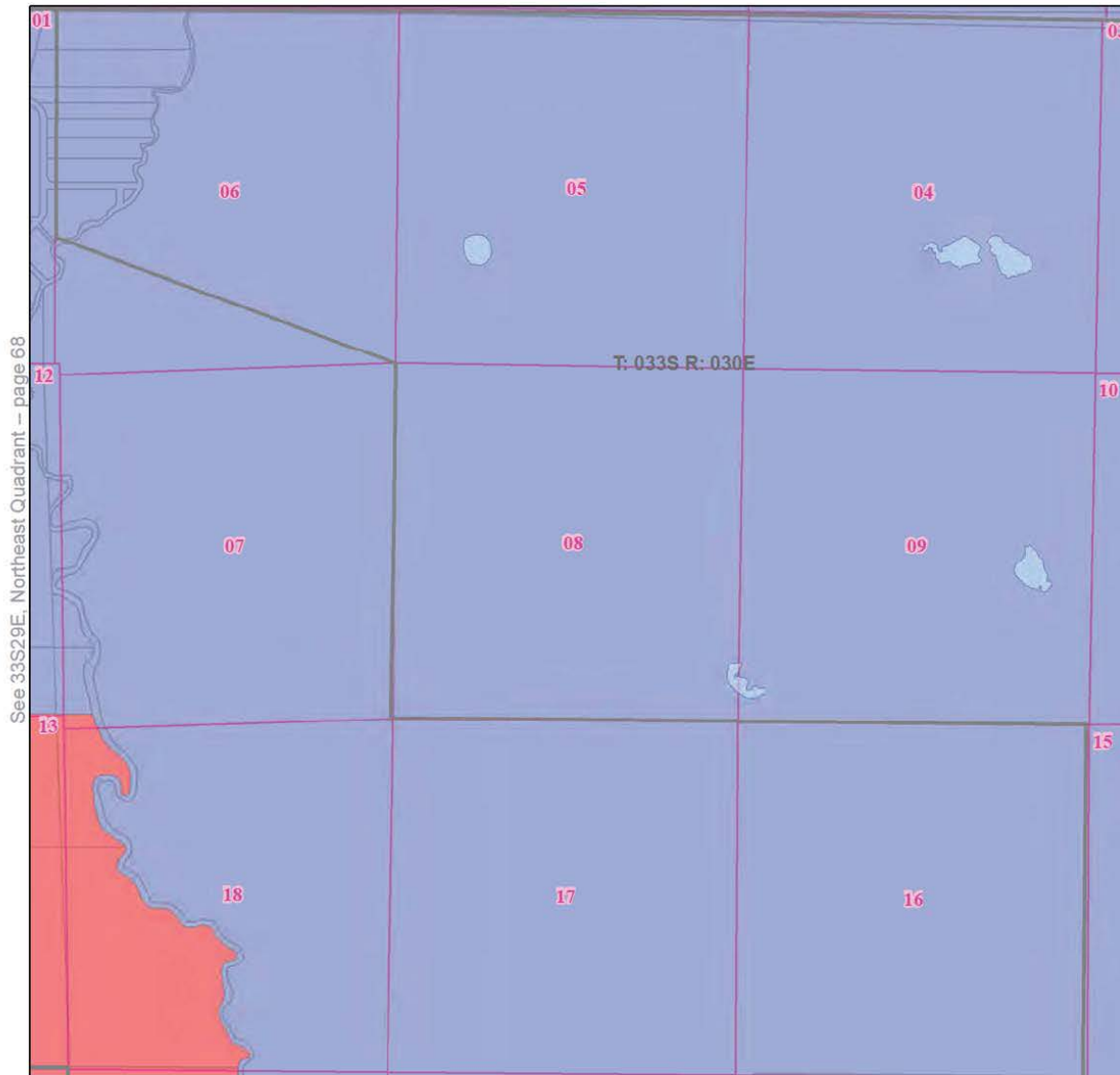


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**

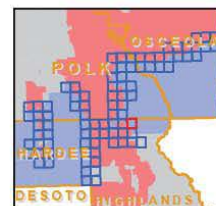


See 33S29E, Northeast Quadrant -- page 68

See 33S30E, Southwest Quadrant -- page 75

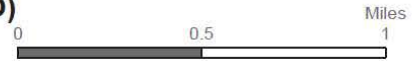
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 33S
Range: 30E
County: HIGHLANDS COUNTY, FL

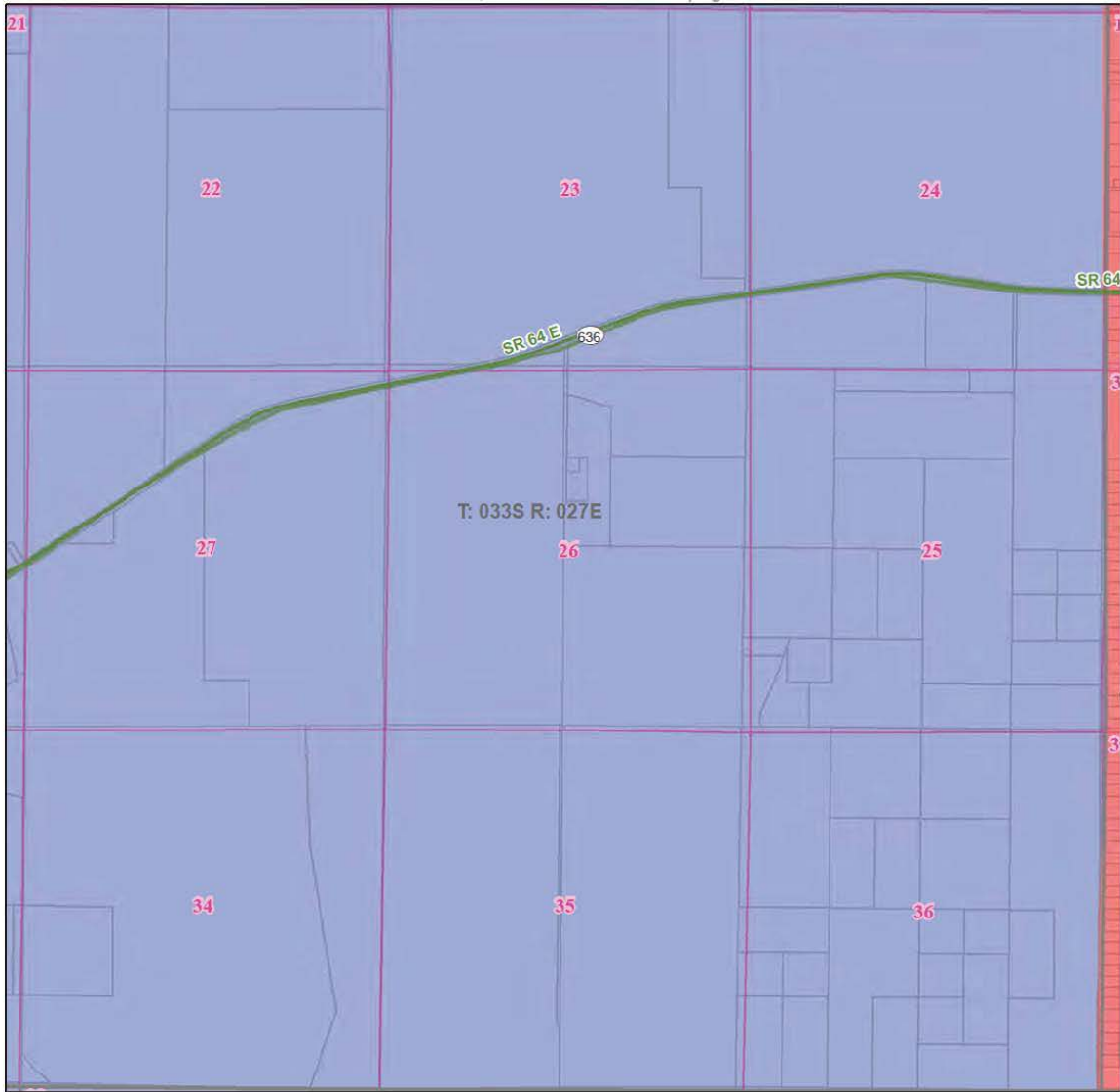


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**

EXHIBIT A



See 33S27E, Northeast Quadrant -- page 64



See 34S27E, Northeast Quadrant -- page 76

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

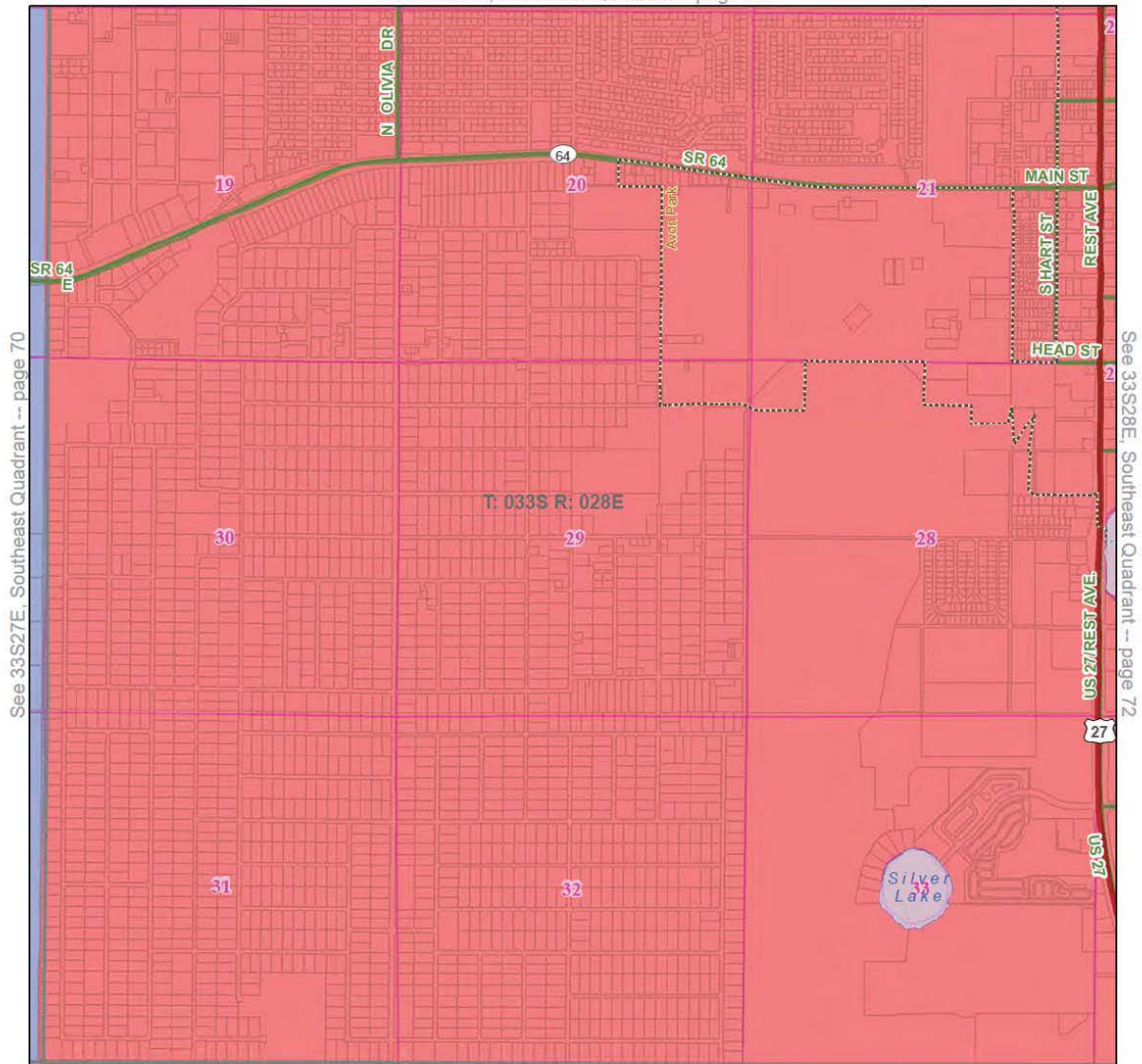
Quadrant: Southeast
Township: 33S
Range: 27E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**



See 33S28E, Northwest Quadrant -- page 65



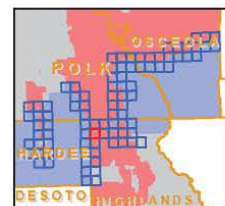
See 33S27E, Southeast Quadrant -- page 70

See 33S28E, Southeast Quadrant -- page 72

See 34S28E, Northwest Quadrant -- page 77

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 33S
Range: 28E
County: HIGHLANDS COUNTY, FL

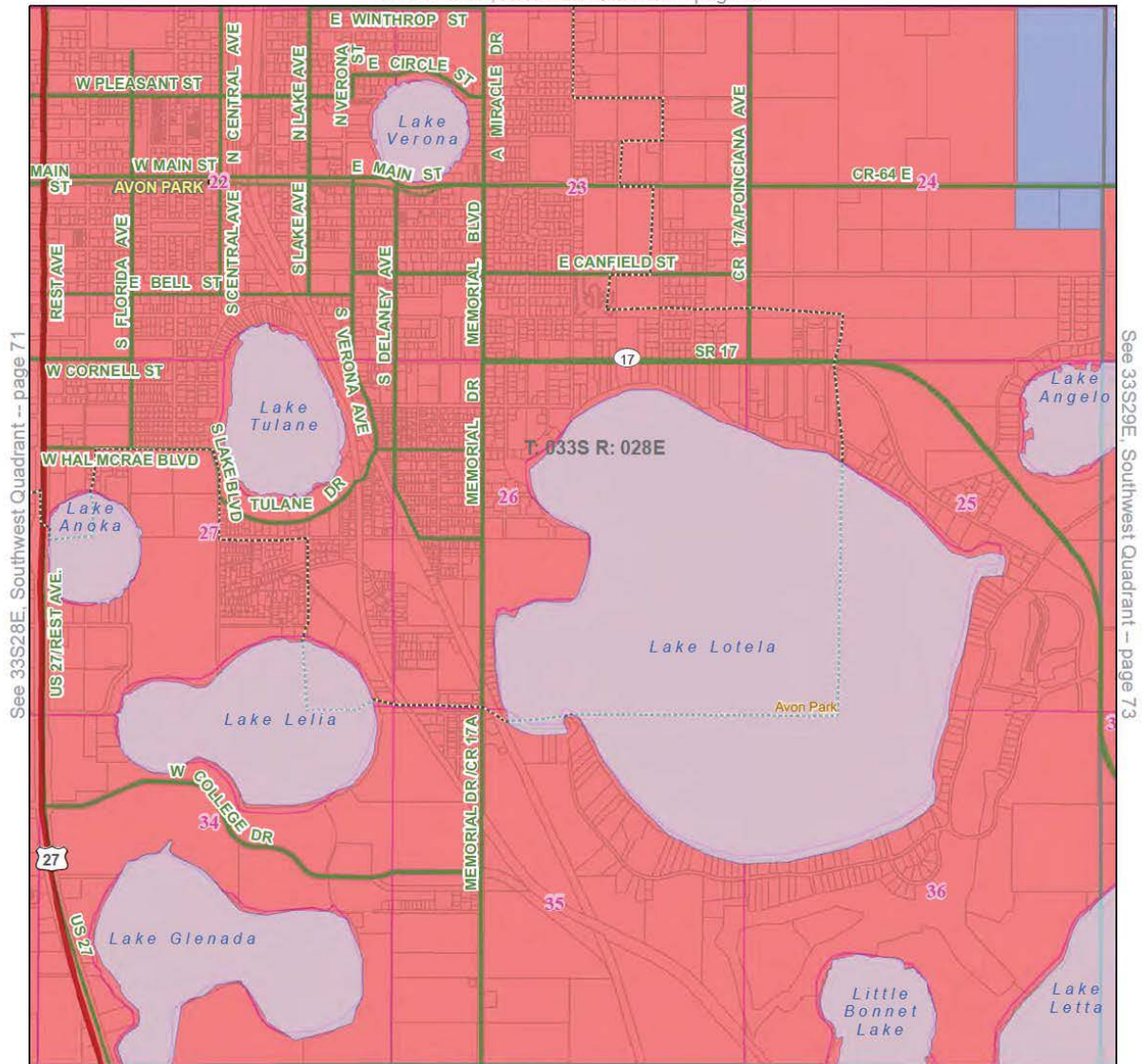


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A



See 33S28E, Northeast Quadrant -- page 66

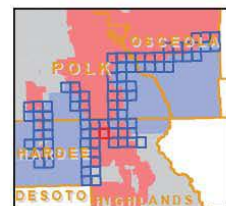


See 33S28E, Southwest Quadrant -- page 71

See 33S29E, Southwest Quadrant -- page 73

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 33S
Range: 28E
County: HIGHLANDS COUNTY, FL

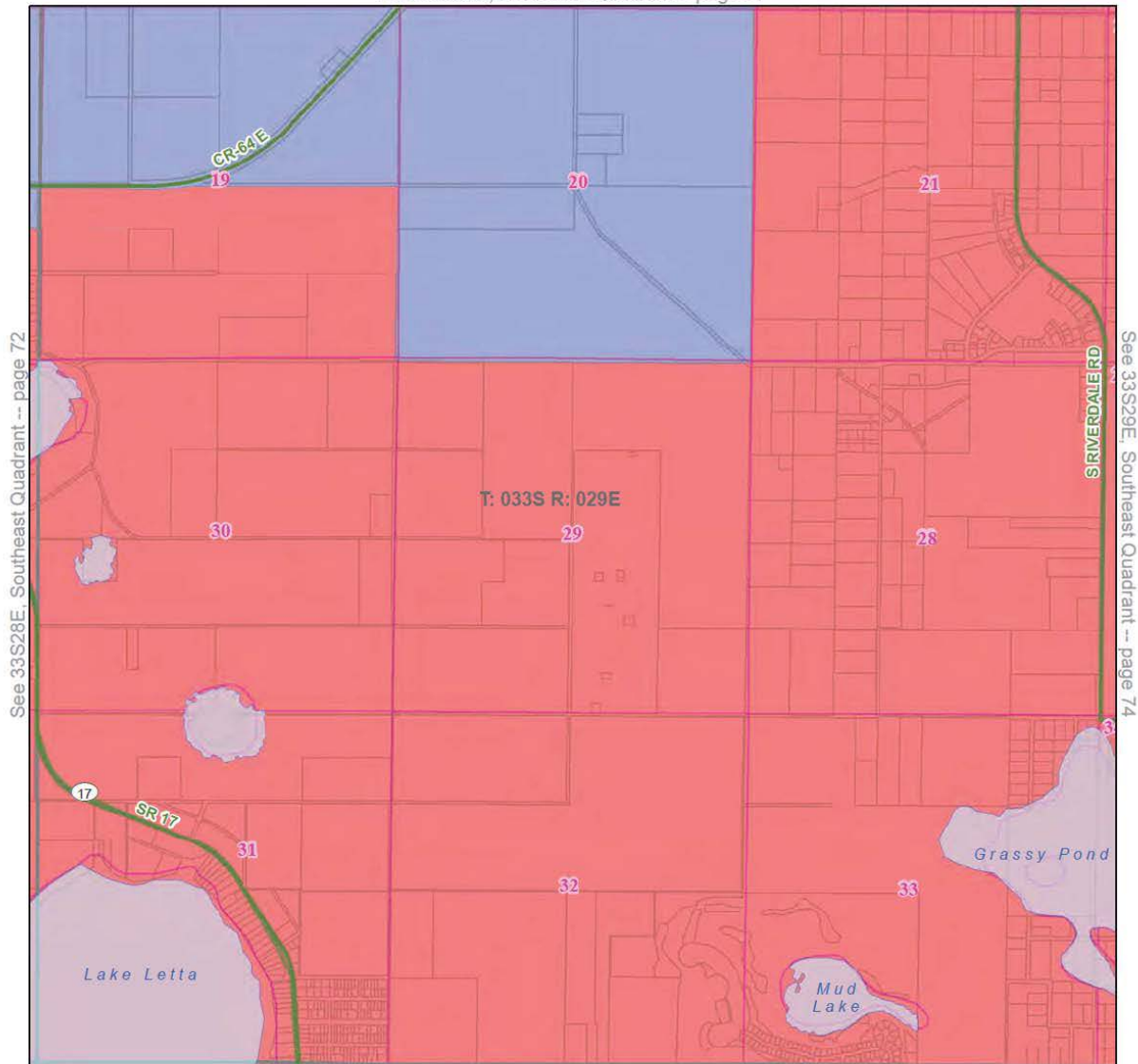


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A
 Miles



See 33S29E, Northwest Quadrant -- page 67



See 33S28E, Southeast Quadrant -- page 72

See 33S29E, Southeast Quadrant -- page 74

See 34S29E, Northwest Quadrant -- page 78

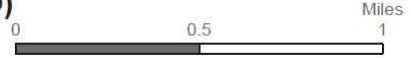
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 33S
Range: 29E
County: HIGHLANDS COUNTY, FL

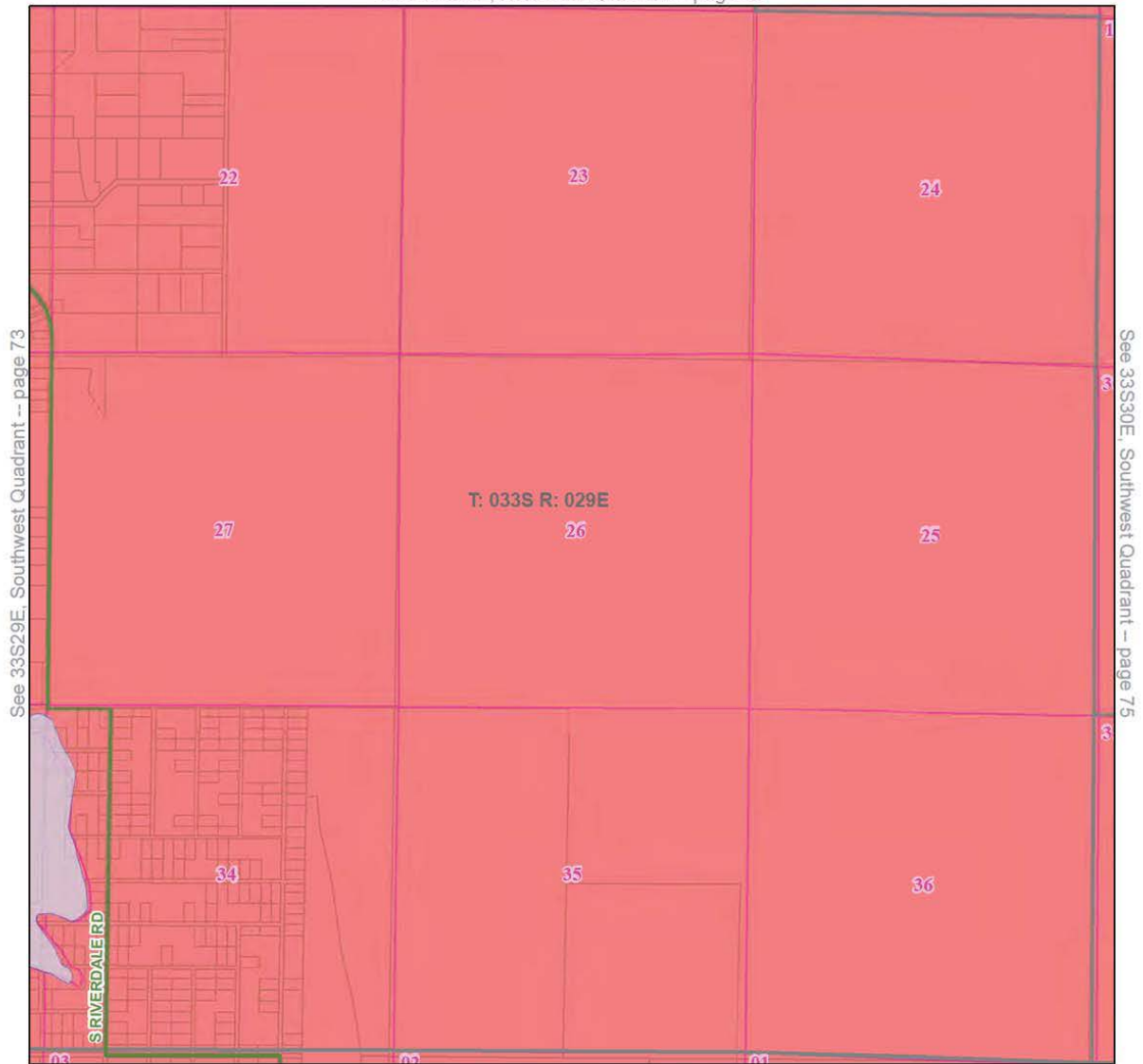


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**



See 33S29E, Northeast Quadrant -- page 68



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 33S
Range: 29E
County: HIGHLANDS COUNTY, FL

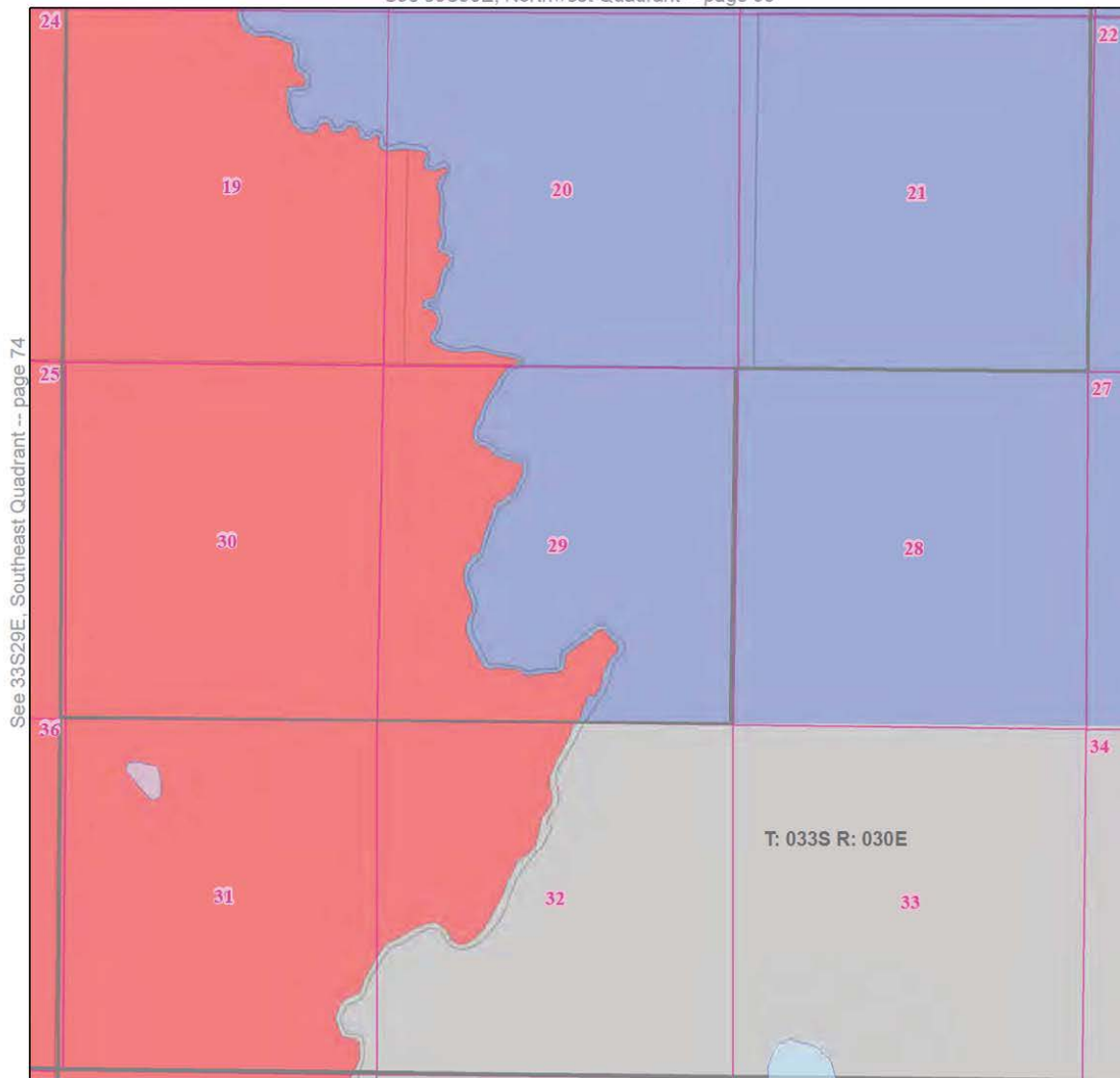


EXHIBIT A

DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO) TERRITORIAL AGREEMENT HIGHLANDS COUNTY



See 33S30E, Northwest Quadrant -- page 69



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 33S
Range: 30E
County: HIGHLANDS COUNTY, FL

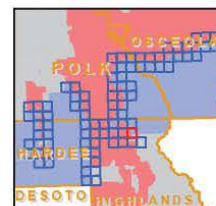
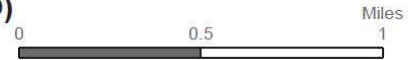
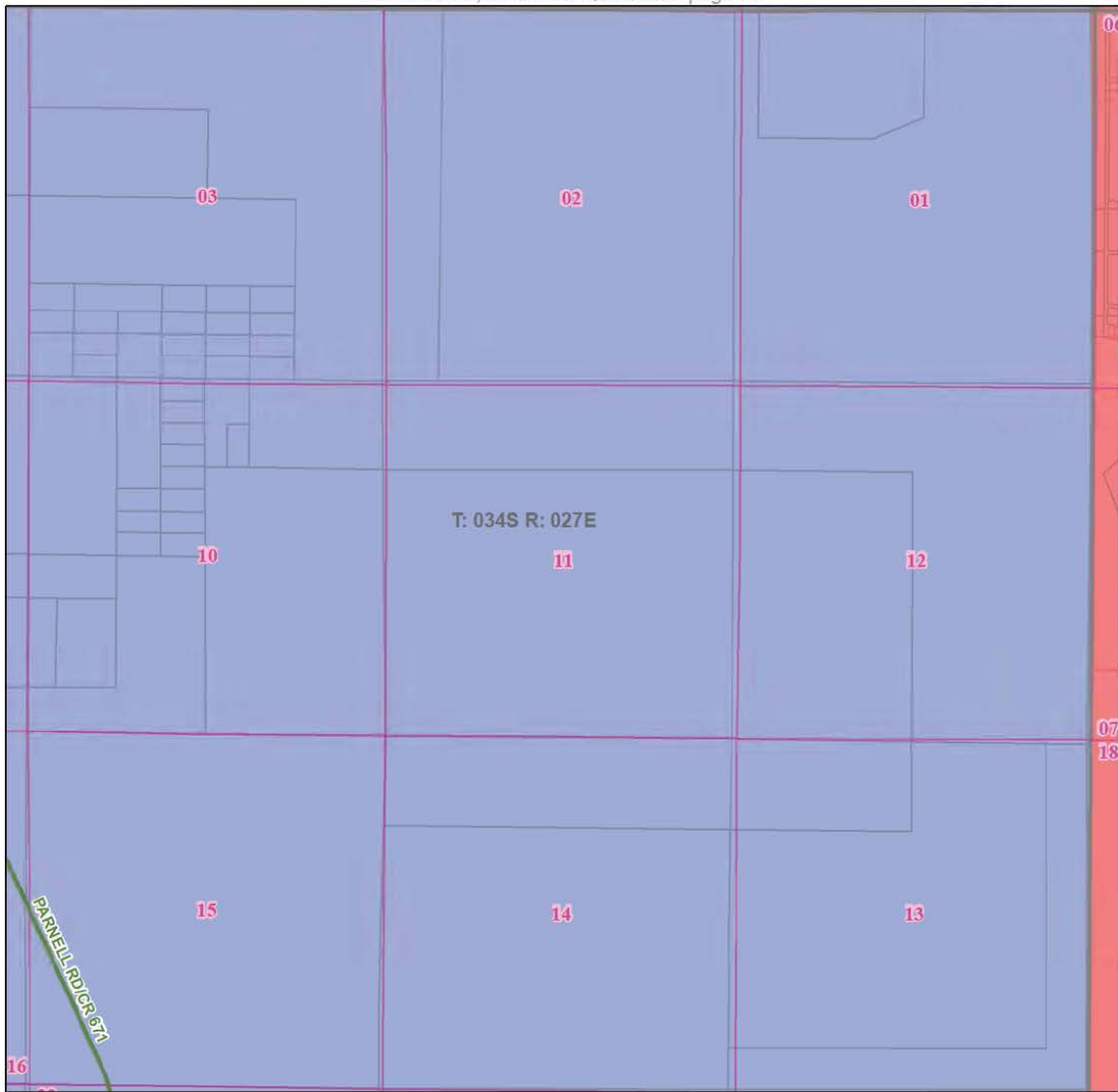


EXHIBIT A

DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO) TERRITORIAL AGREEMENT HARDEE COUNTY



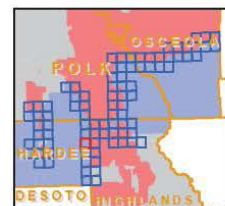
See 33S27E, Southeast Quadrant -- page 70



See 34S27E, Southeast Quadrant -- page 82

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 34S
Range: 27E
County: HARDEE COUNTY, FL

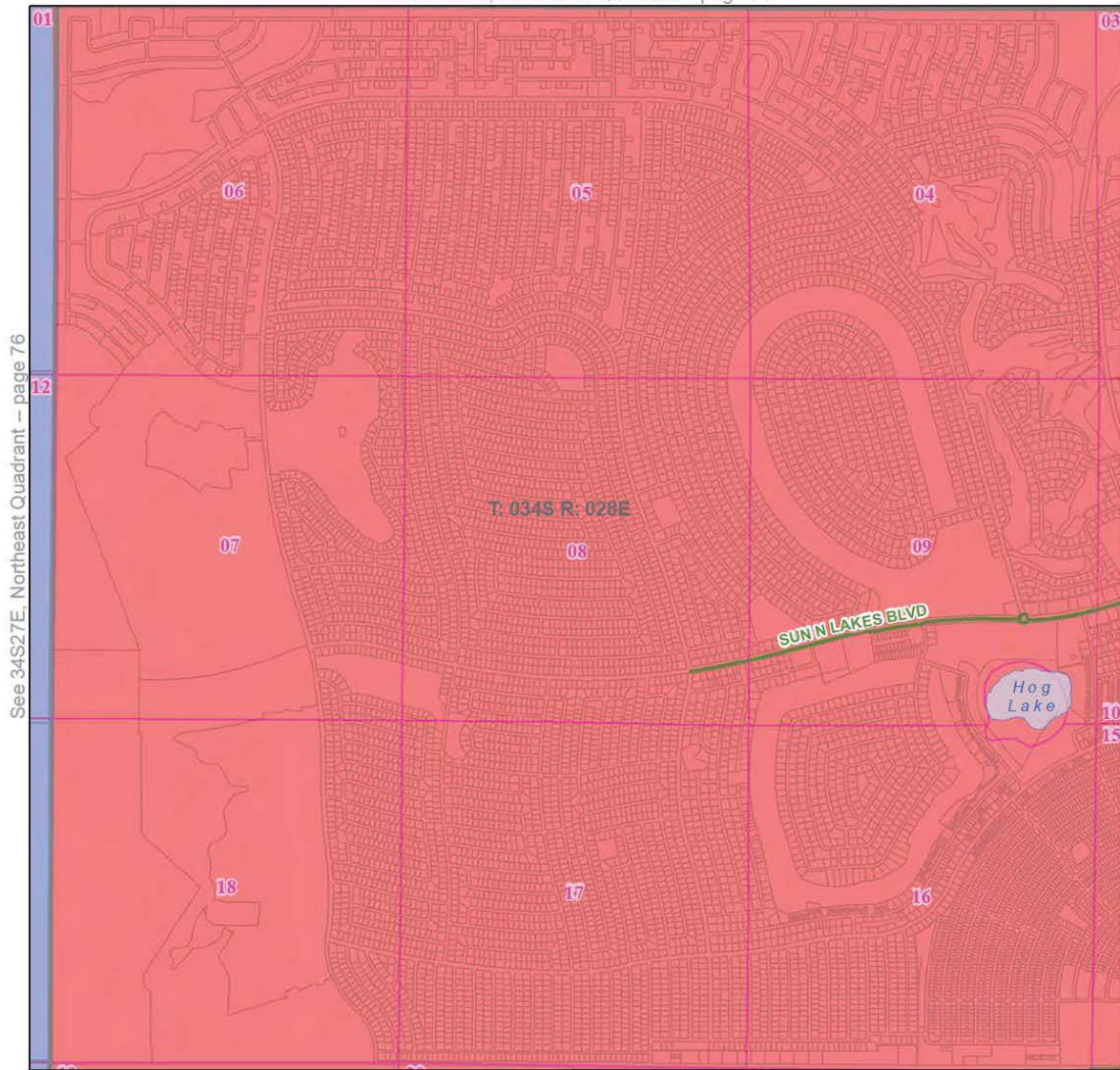


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A
 Miles



See 33S28E, Southwest Quadrant -- page 71



See 34S27E, Northeast Quadrant -- page 76

See 34S28E, Southwest Quadrant -- page 83

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

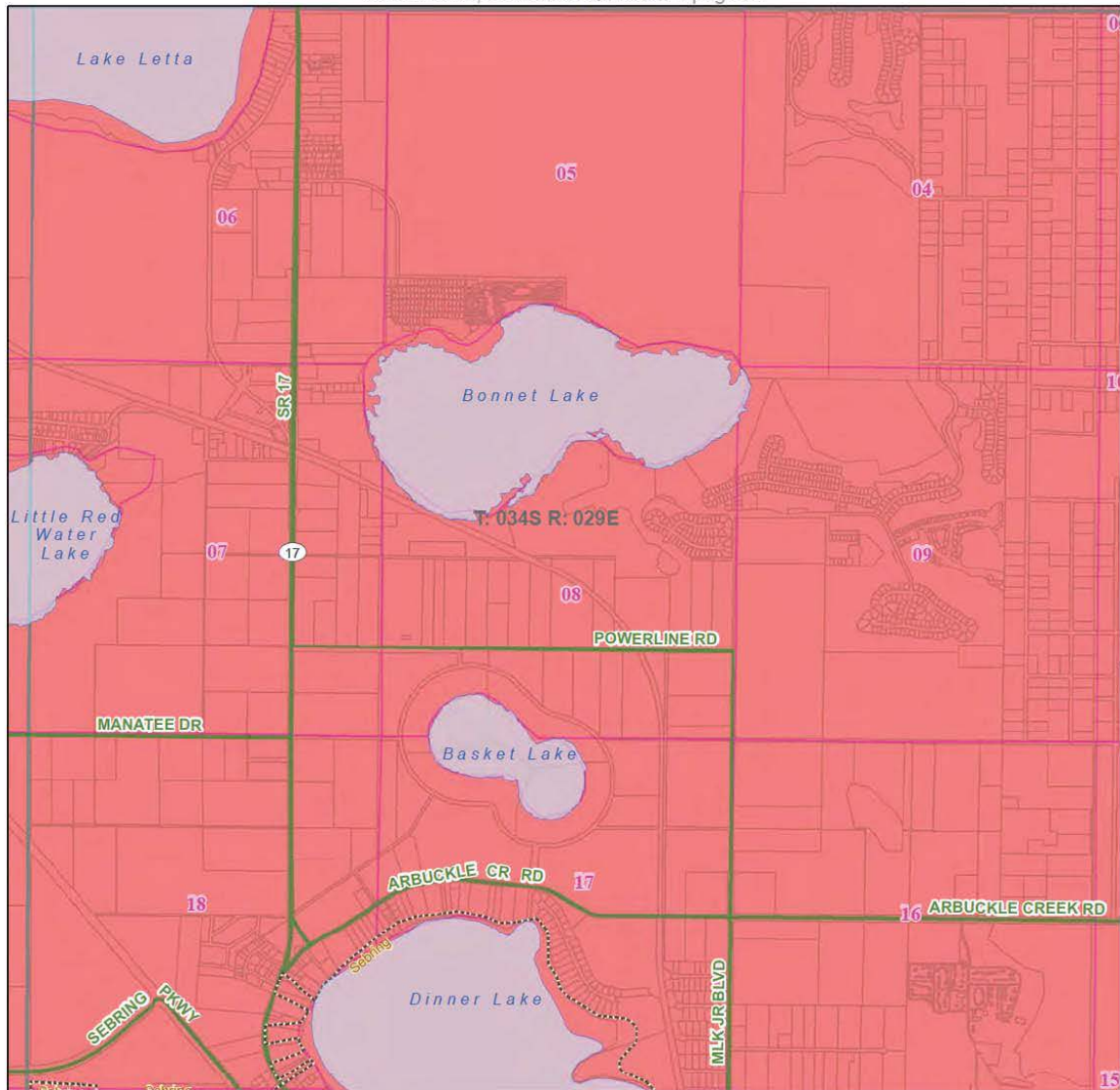
Quadrant: Northwest
Township: 34S
Range: 28E
County: HIGHLANDS COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**



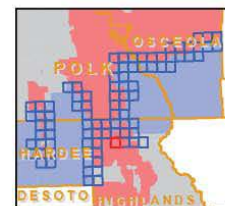
See 33S29E, Southwest Quadrant -- page 73



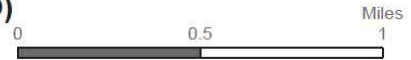
See 34S29E, Northeast Quadrant -- page 79

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

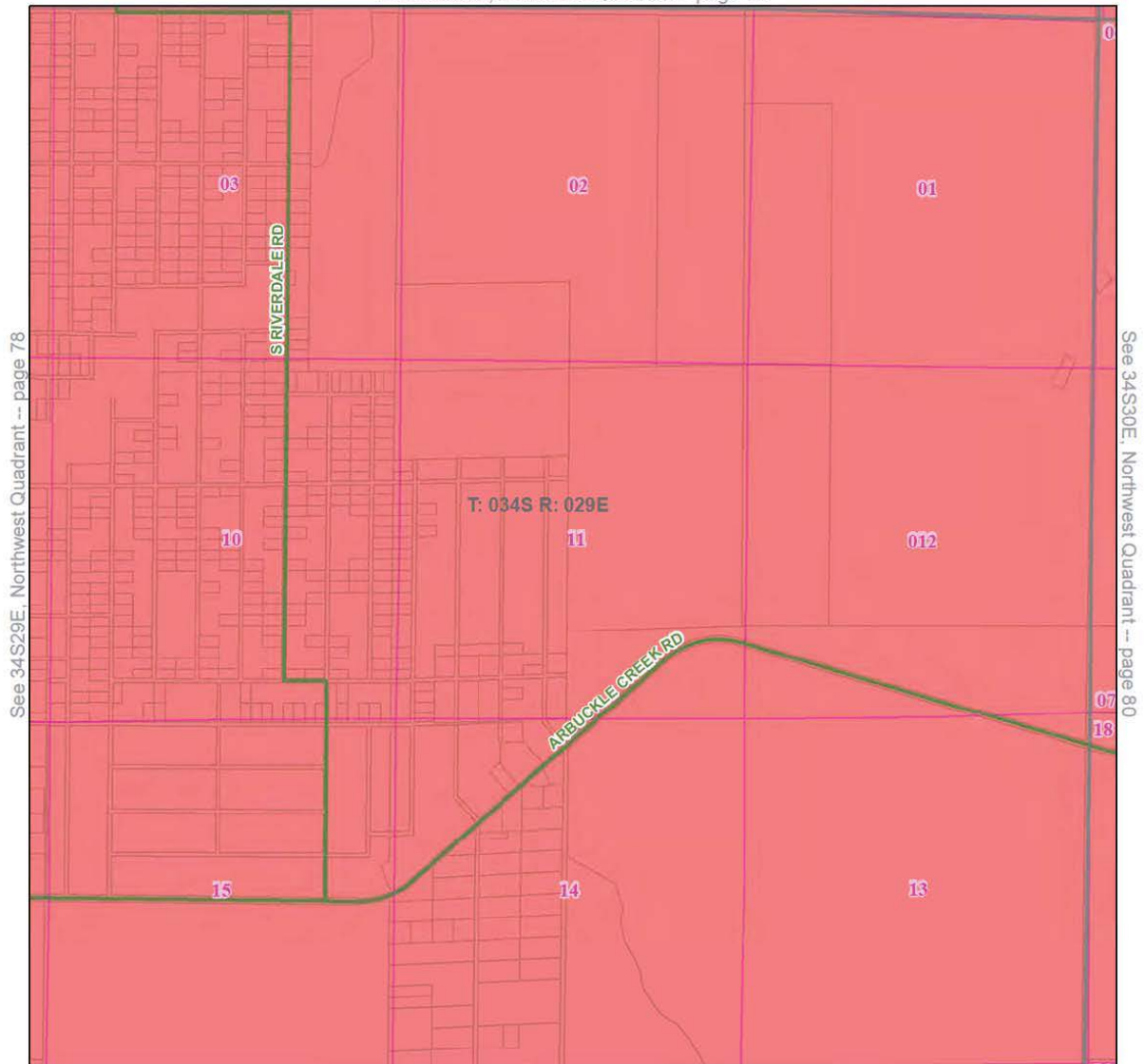
Quadrant: Northwest
Township: 34S
Range: 29E
County: HIGHLANDS COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**



See 33S29E, Southeast Quadrant -- page 74

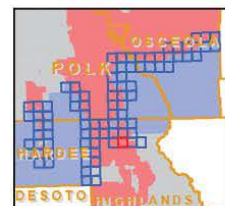


See 34S29E, Northwest Quadrant -- page 78

See 34S30E, Northwest Quadrant -- page 80

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 34S
Range: 29E
County: HIGHLANDS COUNTY, FL

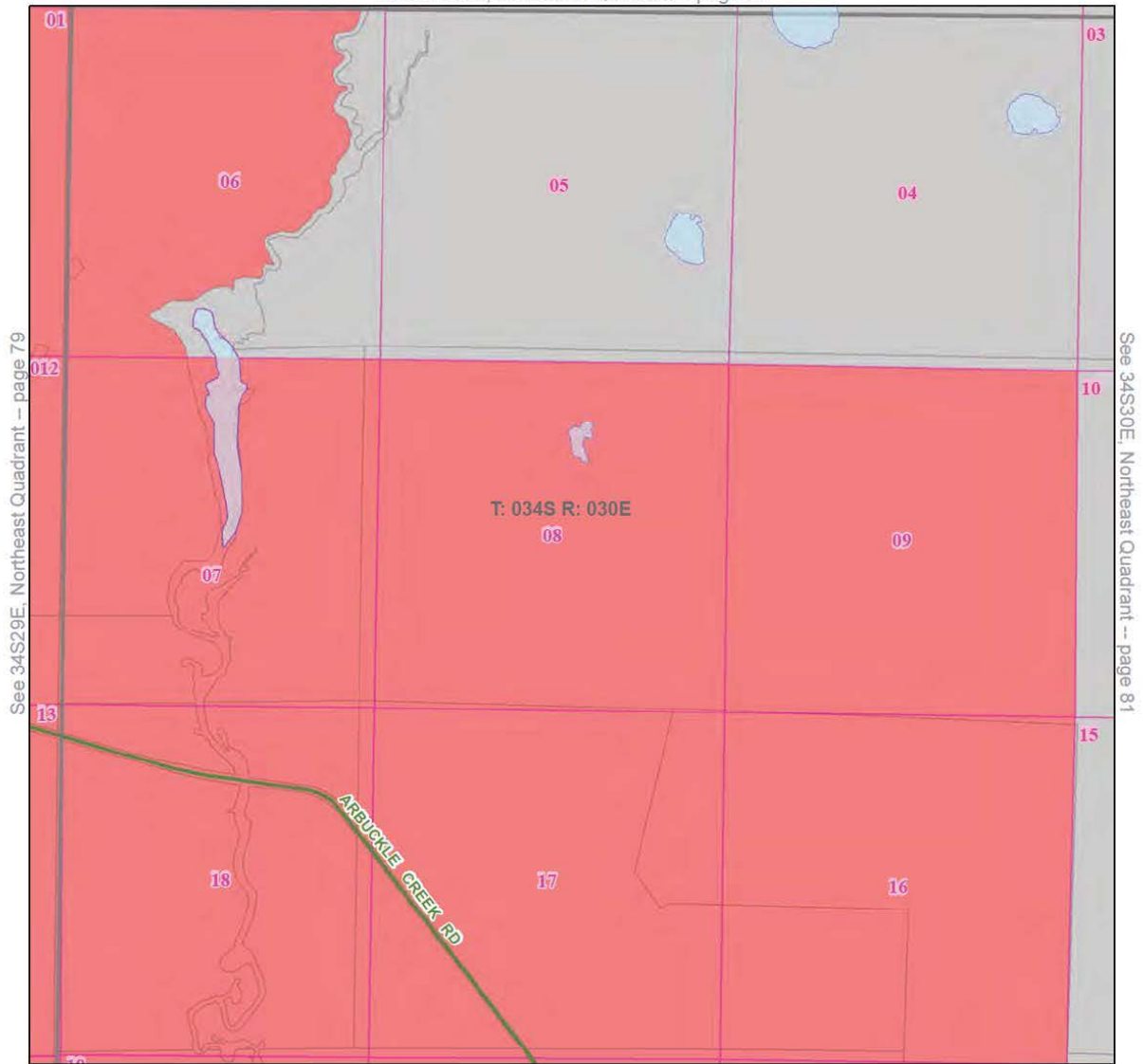


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A
 Miles



See 33S30E, Southwest Quadrant -- page 75



- | | | | |
|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 34S
Range: 30E
County: HIGHLANDS COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**

EXHIBIT A



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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 34S
Range: 30E
County: HIGHLANDS COUNTY, FL

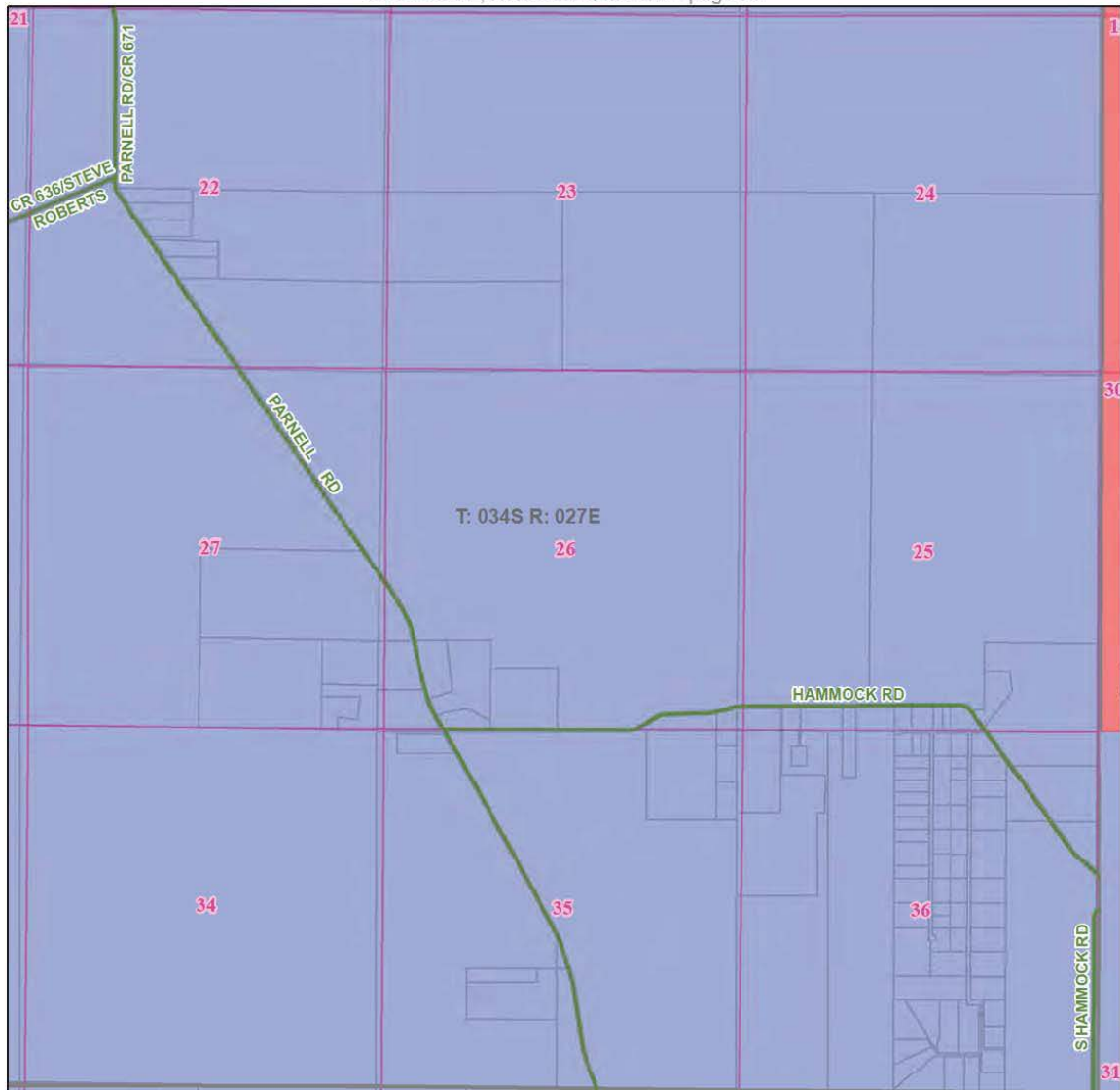


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**

EXHIBIT A



See 34S27E, Northeast Quadrant -- page 76

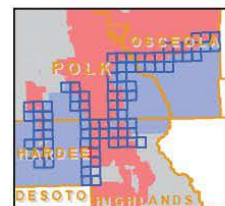


See 34S28E, Southwest Quadrant -- page 83

See 35S27E, Northeast Quadrant -- page 84

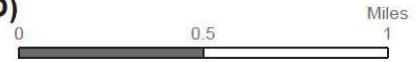
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 34S
Range: 27E
County: HARDEE COUNTY, FL

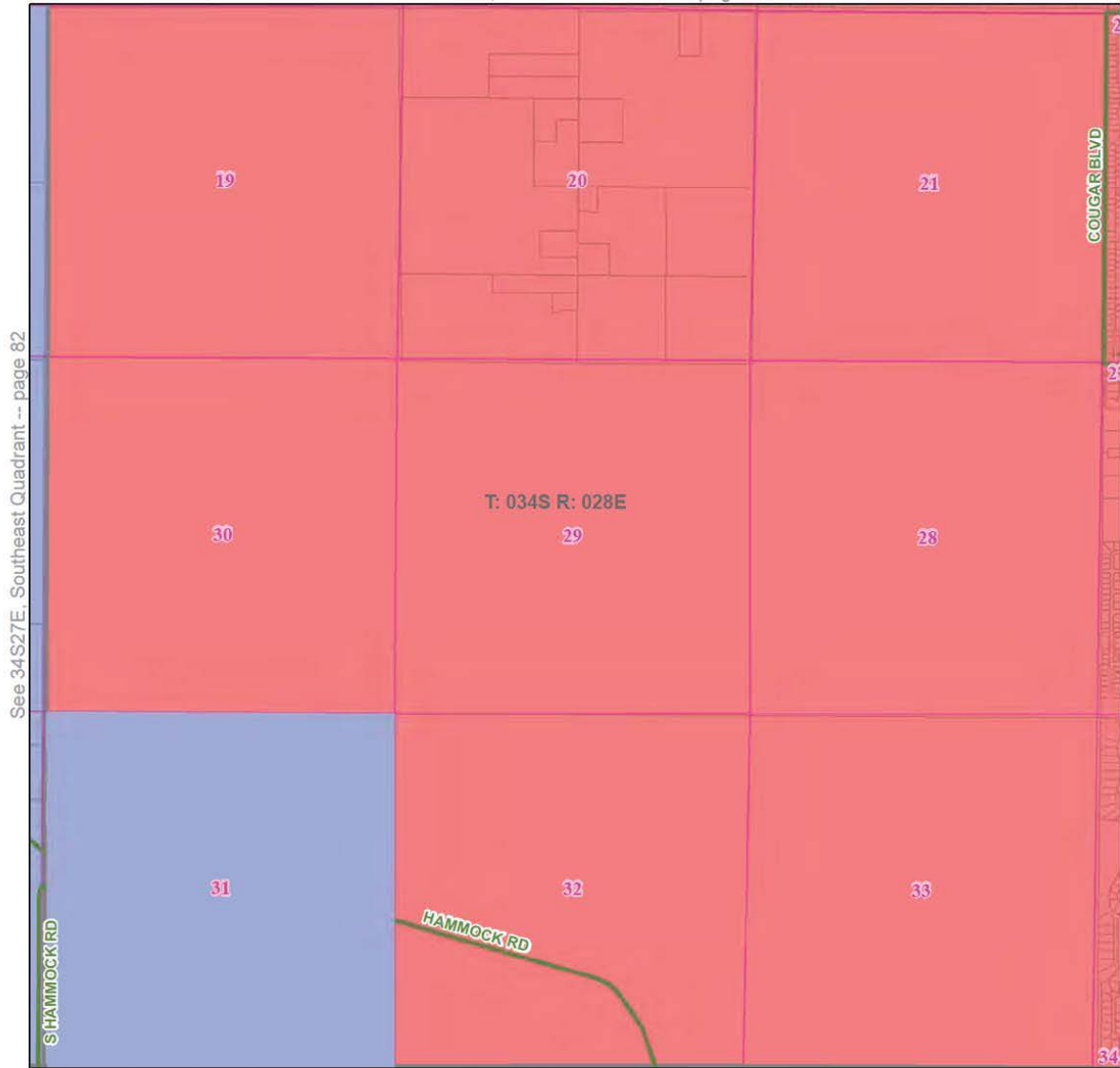


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**

EXHIBIT A



See 34S28E, Northwest Quadrant -- page 77



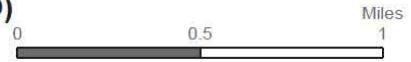
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 34S
Range: 28E
County: HIGHLANDS COUNTY, FL

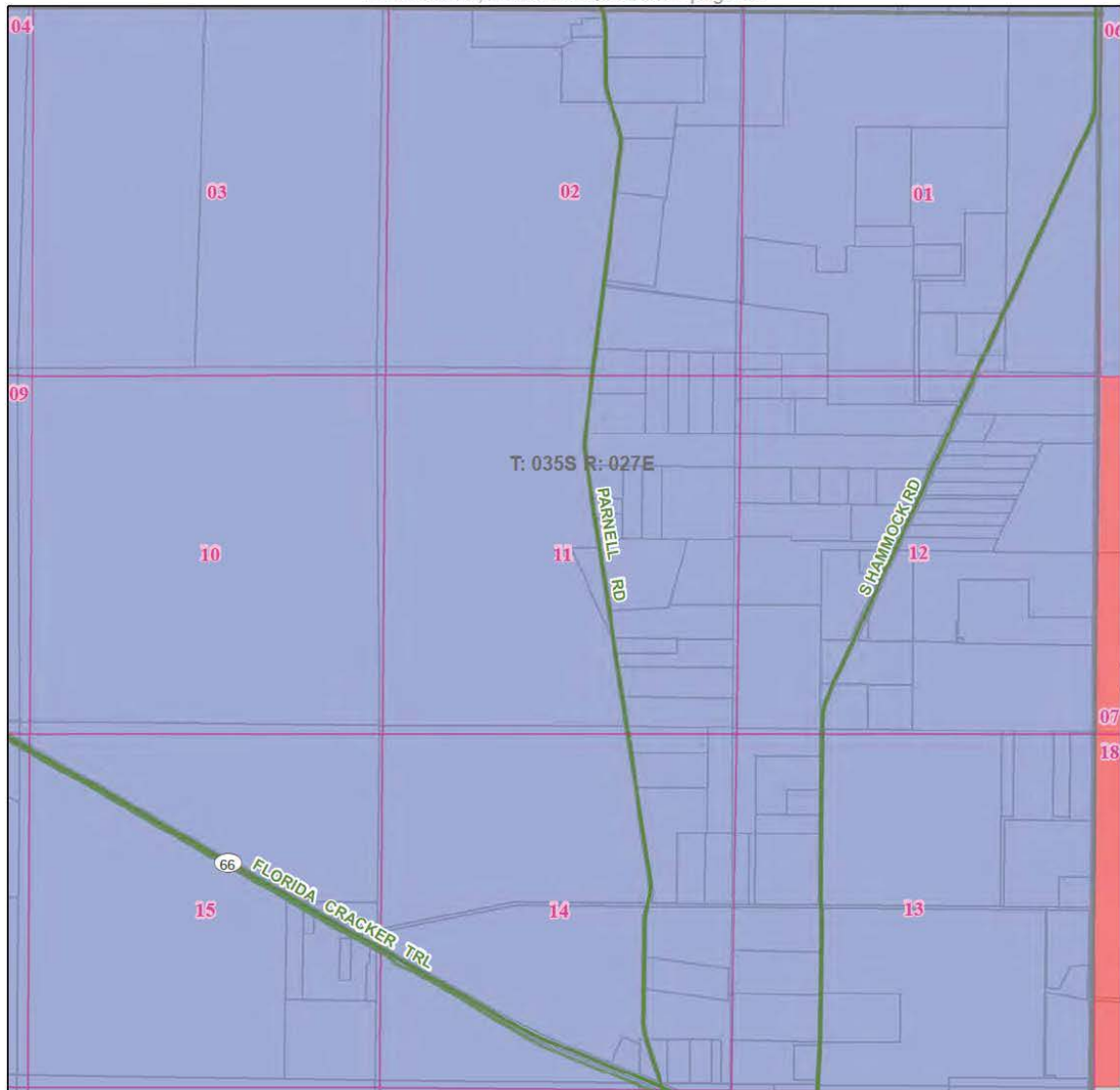


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**

EXHIBIT A



See 34S27E, Southeast Quadrant -- page 82



See 35S28E, Northwest Quadrant -- page 85

See 35S27E, Southeast Quadrant -- page 86

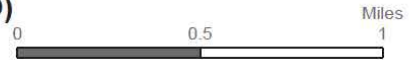
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 35S
Range: 27E
County: HARDEE COUNTY, FL

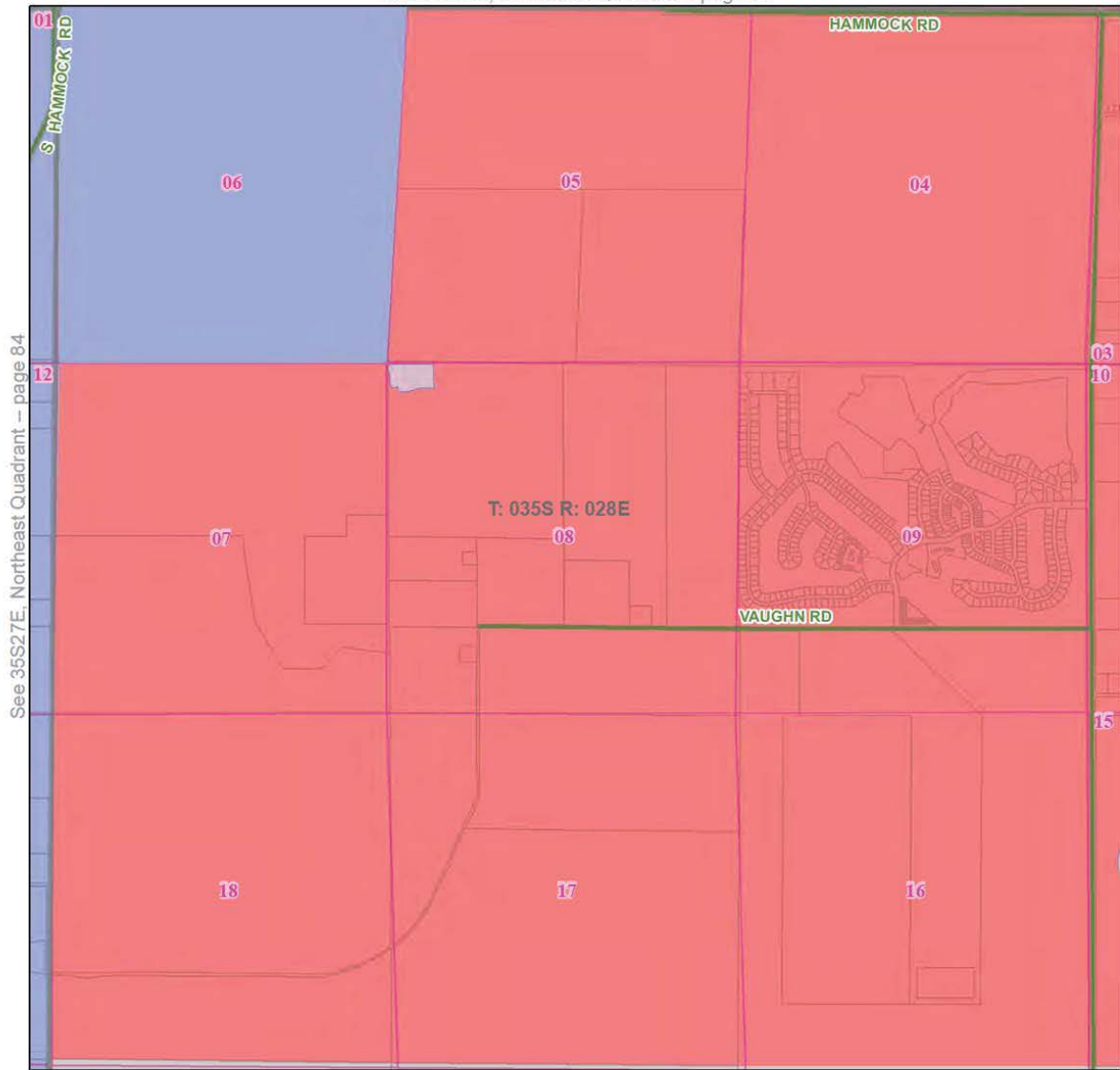


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HIGHLANDS COUNTY**

EXHIBIT A



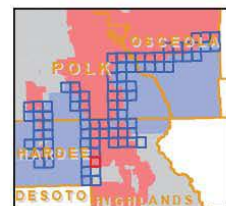
See 34S28E, Southwest Quadrant -- page 83



See 35S28E, Southwest Quadrant -- page 87

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 35S
Range: 28E
County: HIGHLANDS COUNTY, FL

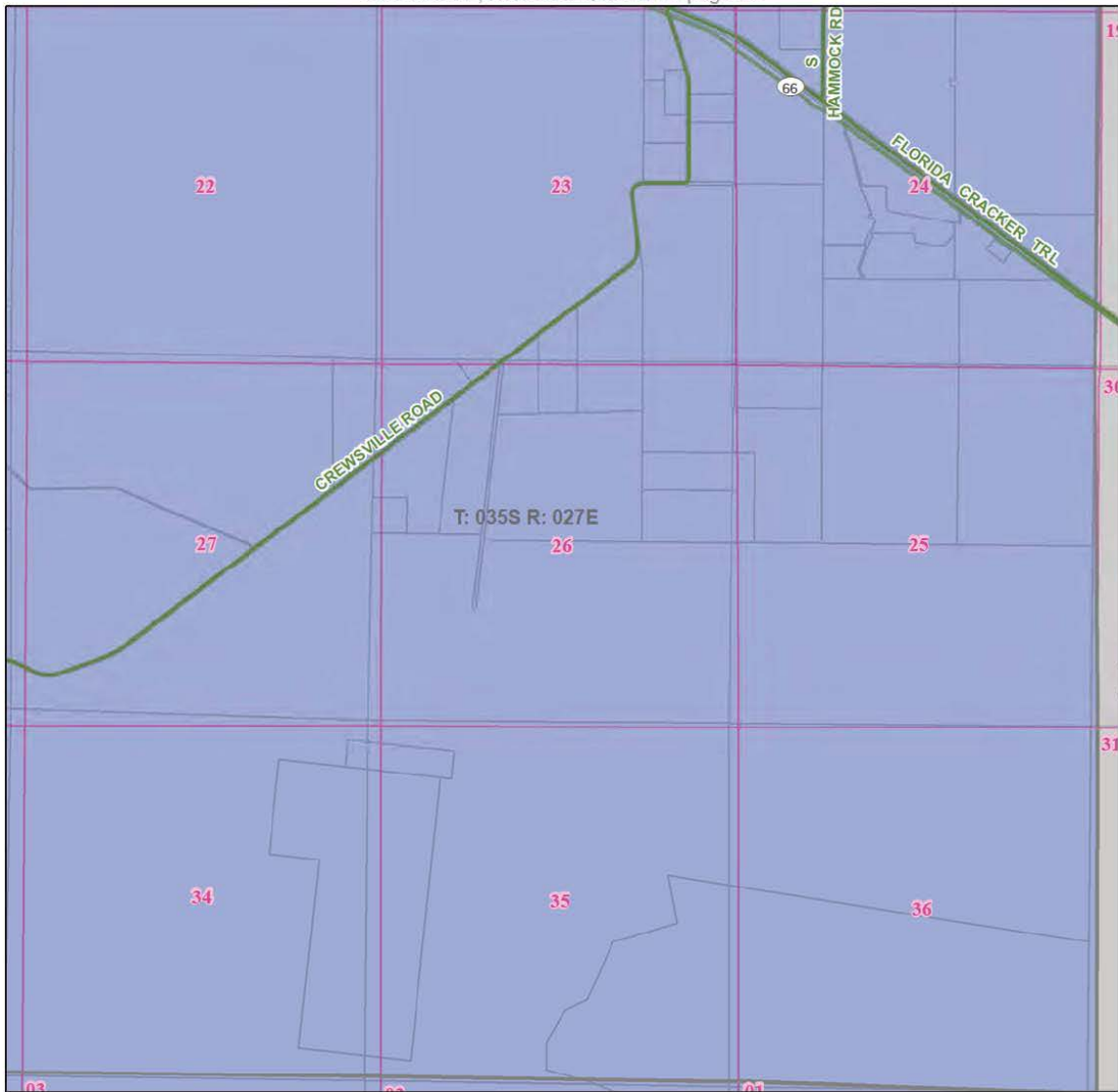


**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
 TERRITORIAL AGREEMENT
 HARDEE COUNTY**

EXHIBIT A



See 35S27E, Northeast Quadrant -- page 84



See 35S28E, Southwest Quadrant -- page 87

See 36S27E, Northeast Quadrant -- page 88

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southeast
Township: 35S
Range: 27E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**

EXHIBIT A



See 35S28E, Northwest Quadrant -- page 85



See 36S28E, Northwest Quadrant -- page 89

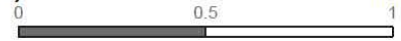
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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Southwest
Township: 35S
Range: 28E
County: HIGHLANDS COUNTY, FL

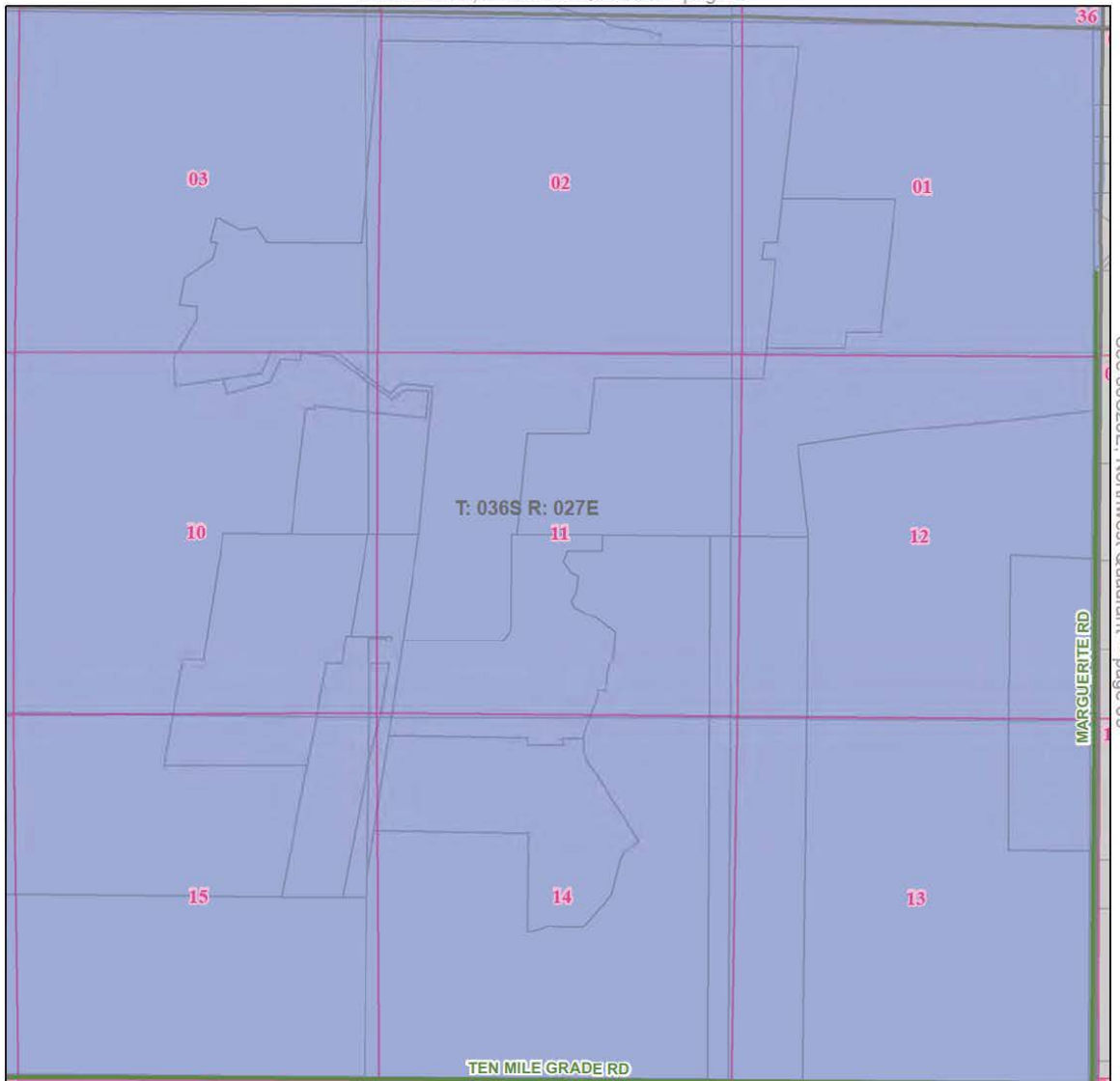


EXHIBIT A

**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HARDEE COUNTY**



See 35S27E, Southeast Quadrant -- page 86



See 36S28E, Northwest Quadrant -- page 89

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northeast
Township: 36S
Range: 27E
County: HARDEE COUNTY, FL



**DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO)
TERRITORIAL AGREEMENT
HIGHLANDS COUNTY**

EXHIBIT A



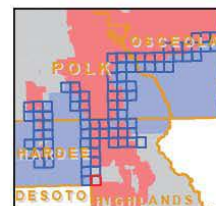
See 35S28E, Southwest Quadrant -- page 87



See 36S27E, Northeast Quadrant -- page 88

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|-----------------------------------|---------------------|---------|----------------------|
| UTILITY | Limited Access | Water | County |
| Duke Energy | Highway | Section | City and Place Names |
| Peace River Electric Coop (PRECO) | Major Road | Parcel | City/Place Boundary |
| Not Part of This Agreement | Major Railroad Line | | |

Quadrant: Northwest
Township: 36S
Range: 28E
County: HIGHLANDS COUNTY, FL

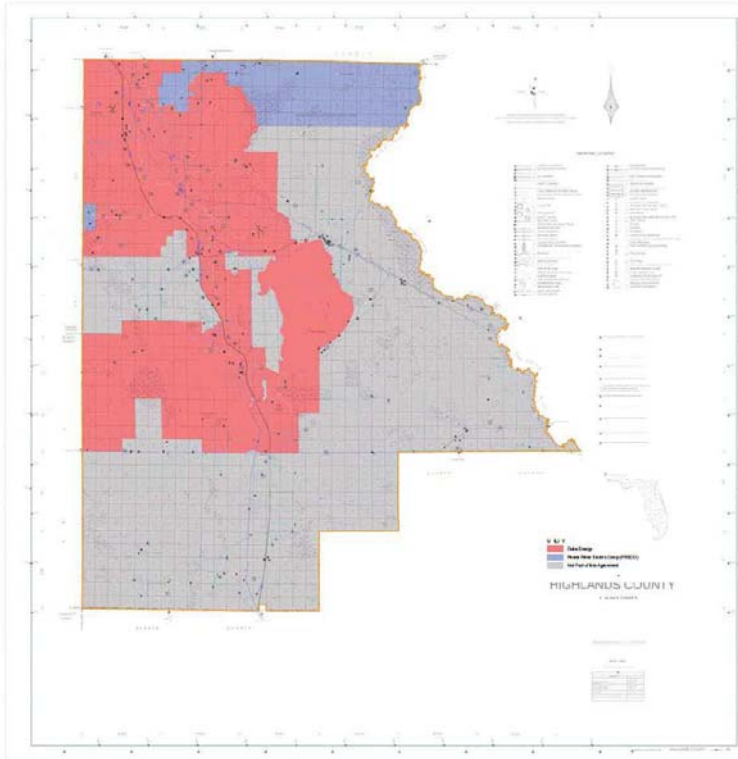


DOT Maps

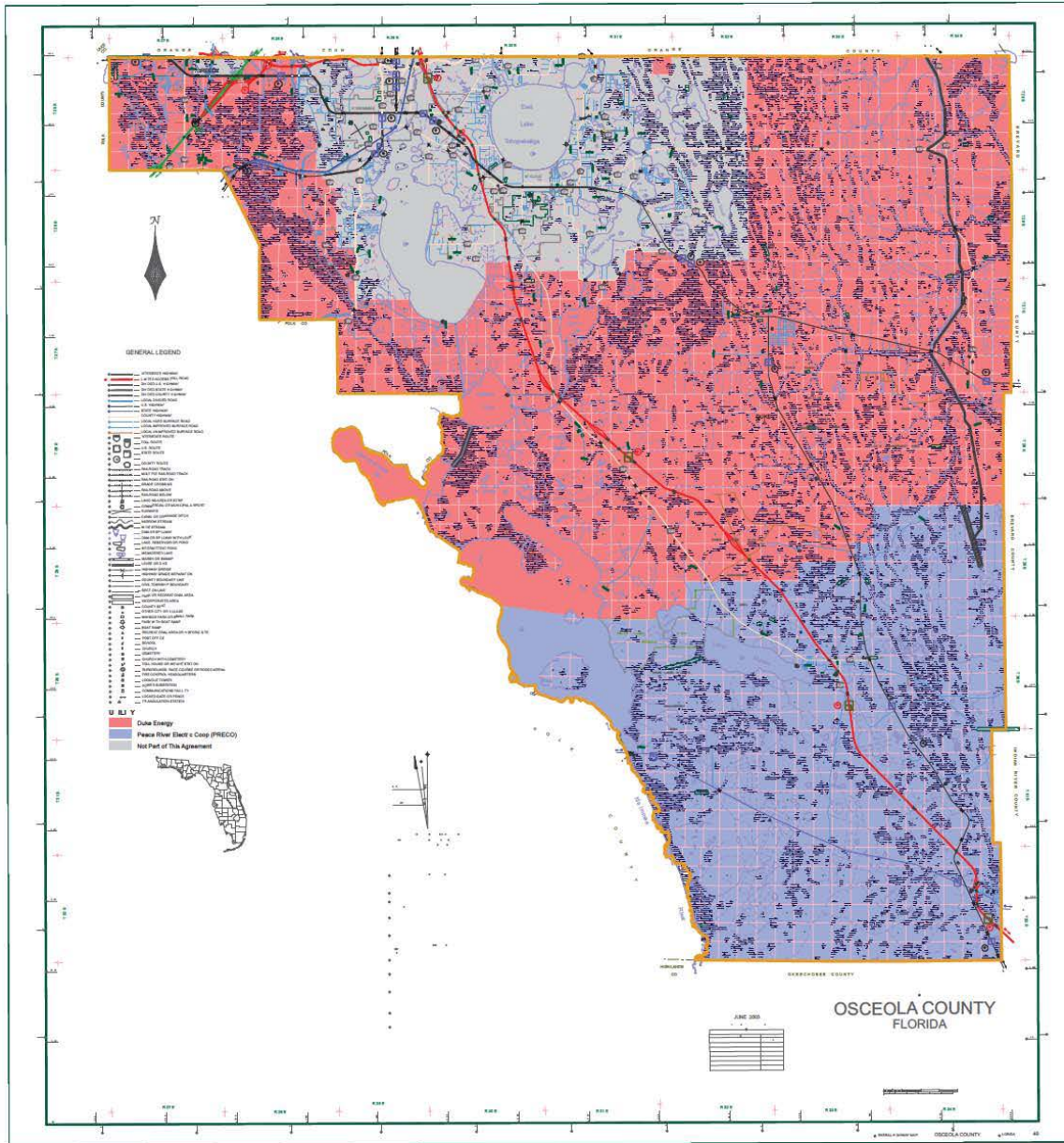
Hardee
Highlands
Osceola
Polk

DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO) TERRITORIAL AGREEMENT - HIGHLANDS COUNTY

EXHIBIT A



DUKE ENERGY - PEACE RIVER ELECTRIC COOP (PRECO) TERRITORIAL AGREEMENT - OSCEOLA COUNTY



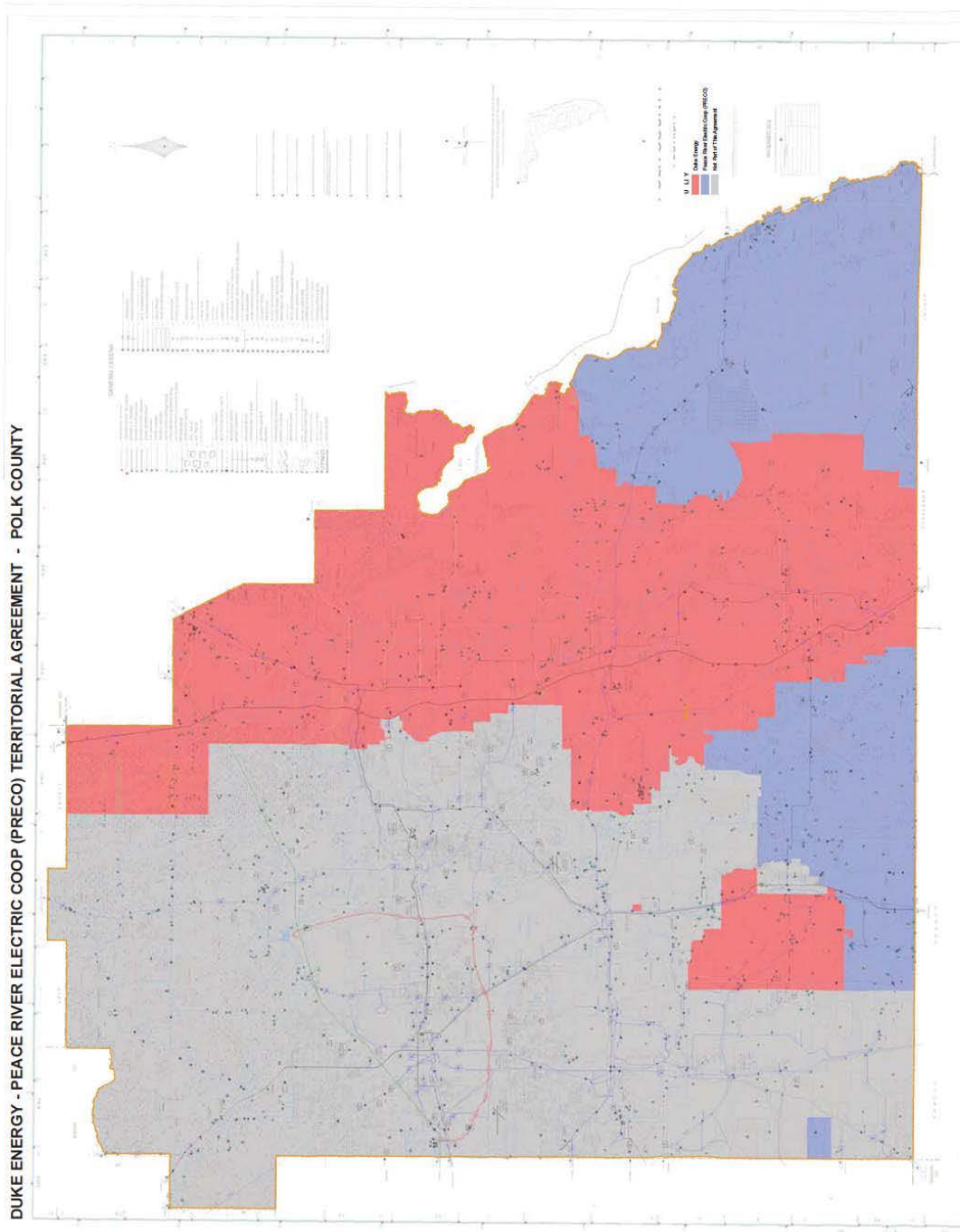


Exhibit B

Written Descriptions of the Territorial Areas Served in Polk, Hardee, Highlands and Osceola counties

Written Description of the Territorial Boundary Lines

EXHIBIT B

Map Page	County	Township/Range	Section(s)	Description/Notes
1	Polk	T32S, R24E	1, 2	The entire section is served by DEF. No areas are served by PRECO.
1	Polk	T32S, R24E	3, 10	DEF serves the eastern half of the section. The western half of the section is Not Part of This Agreement.
1	Polk	T32S, R24E	11, 12	The entire section is served by DEF. No areas are served by PRECO.
1	Polk	T32S, R24E	13, 14	The entire section is served by PRECO. No areas are served by DEF.
1	Polk	T32S, R24E	15	PRECO serves the eastern half of the section. The western half of the section is Not Part of This Agreement.
2	Polk	T32S, R25E	4, 5, 6, 7, 8	The entire section is served by DEF. No areas are served by PRECO.
2	Polk	T32S, R25E	9	DEF serves all areas of the section north of Old Bowling Green Road. PRECO serves the southeastern quarter of the section, south of Old Bowling Green Road.
2	Polk	T32S, R25E	16	The entire section is served by PRECO. No areas are served by DEF.
2	Polk	T32S, R25E	17	DEF serves north of Hutchins Road. PRECO serves the remainder of the section, south of Hutchins Road.
2	Polk	T32S, R25E	18	PRECO serves the entire section except for one parcel in the northeastern quarter that is served by DEF. DEF serves a parcel adjacent to the eastern section line in the northeastern quarter of the section, adjacent to Peebles Road.
3	Polk	T32S, R25E	1, 2	The entire section is served by PRECO. No areas are served by DEF.
3	Polk	T32S, R25E	3	DEF serves a portion of a partial in this section from S4-T32S-R25E, which is west of Mosely Road in this section. PRECO serves the parcels east of SR 17 that are part of this agreement in the southeastern quarter of the section, including the parcels south of Bergquist Road and eleven parcels north of Bergquist Road and east of SR 17. Select parcels both west and east of SR are Not Part of This Agreement.

Written Description of the Territorial Boundary Lines

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3	Polk	T32S, R25E	10	PRECO serves the entire section except for parcels in the northwestern quarter that are served by DEF. DEF serves three parcels in the northwestern quarter of the section, adjacent to the northwestern section line and north of Old Bowling Green Road.
3	Polk	T32S, R25E	11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
4	Polk	T32S, R24E	22	PRECO serves the eastern half of the section. The western half of the section is Not Part of This Agreement.
4	Polk	T32S, R24E	23, 24, 25, 26	The entire section is served by PRECO. No areas are served by DEF.
4	Polk	T32S, R24E	27, 34	PRECO serves the eastern half of the section. The western half of the section is Not Part of This Agreement.
4	Polk	T32S, R24E	35, 36	The entire section is served by PRECO. No areas are served by DEF.
5	Polk	T32S, R25E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.
6	Polk	T32S, R25E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
7	Hardee	T33S, R25E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
8	Hardee	T33S, R25E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
9	Hardee	T33S, R25E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.
10	Hardee	T33S, R25E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
11	Hardee	T34S, R24E	1, 2, 3, 10, 11, 12	The entire section is served by PRECO. No areas are served by DEF.
11	Hardee	T34S, R24E	13, 14	PRECO serves the entire section except for the areas that are Not Part of This Agreement.

Written Description of the Territorial Boundary Lines

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11	Hardee	T34S, R24E	15	The entire section is served by PRECO. No areas are served by DEF.
12	Hardee	T34S, R25E	4	The section is Not Part of This Agreement.
12	Hardee	T34S, R25E	5	PRECO serves the entire section except for the areas that are Not Part of This Agreement.
12	Hardee	T34S, R25E	6	The entire section is served by PRECO. No areas are served by DEF.
12	Hardee	T34S, R25E	7, 8, 9	PRECO serves the entire section except for the areas that are Not Part of This Agreement.
12	Hardee	T34S, R25E	16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
13	Hardee	T34S, R25E	1	The entire section is served by PRECO. No areas are served by DEF.
13	Hardee	T34S, R25E	2	PRECO serves the entire section except for the areas that are Not Part of This Agreement.
13	Hardee	T34S, R25E	3	The section is Not Part of This Agreement.
13	Hardee	T34S, R25E	10, 11	PRECO serves the entire section except for the areas that are Not Part of This Agreement.
13	Hardee	T34S, R25E	12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
14	Hardee	T34S, R24E	22	The entire section is served by PRECO. No areas are served by DEF.
14	Hardee	T34S, R24E	23, 24, 25	PRECO serves the entire section except for the areas that are Not Part of This Agreement.
14	Hardee	T34S, R24E	26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
15	Hardee	T34S, R25E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.

Written Description of the Territorial Boundary Lines

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16	Hardee	T34S, R25E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
17	Hardee	T35S, R25E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
18	Hardee	T35S, R25E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
19	Osceola	T28S, R33E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by PRECO.
20	Osceola	T28S, R34E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by PRECO.
21	Osceola	T28S, R34E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by PRECO.
22	Osceola	T29S, R32E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
23	Osceola	T29S, R32E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by DEF. No areas are served by PRECO.
24	Osceola	T29S, R33E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
25	Osceola	T29S, R33E	1	The entire section is served by PRECO. No areas are served by DEF.
25	Osceola	T29S, R33E	2, 3, 10, 11	The entire section is served by DEF. No areas are served by PRECO.
25	Osceola	T29S, R33E	12, 13, 14	The entire section is served by PRECO. No areas are served by DEF.
25	Osceola	T29S, R33E	15	The entire section is served by DEF. No areas are served by PRECO.
26	Osceola	T29S, R34E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
27	Osceola	T29S, R34E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.

Written Description of the Territorial Boundary Lines

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28	Polk	T29S, R29E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by PRECO.
29	Polk	T29S, R29E	22	This section is Lake Rosalie.
29	Polk	T29S, R29E	23, 24, 25, 26	The entire section is served by DEF. No areas are served by PRECO.
29	Polk	T29S, R29E	34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
30	Polk/ Osceola	T29S, R30E	19, 20	The entire section is served by DEF. No areas are served by PRECO.
30	Polk/ Osceola	T29S, R30E	21	This section is Lake Kissimmee.
30	Polk/ Osceola	T29S, R30E	28	The entire section is served by PRECO. No areas are served by DEF. Part of this section is Lake Kissimmee.
30	Polk/ Osceola	T29S, R30E	29	DEF serves the northwestern half of the section, west of Tiger Creek. PRECO serves the southeastern half of the section, east of Tiger Creek. Part of this section is Lake Kissimmee.
30	Polk/ Osceola	T29S, R30E	30	DEF serves the entire section except for the southwestern quarter, south of Tiger Creek that is served by PRECO.
30	Polk/ Osceola	T29S, R30E	31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.
31	Polk/ Osceola	T29S, R30E	22	This section is Lake Kissimmee.
31	Polk/ Osceola	T29S, R30E	23, 24	DEF serves the entire section. Part of this section is Lake Kissimmee.
31	Polk/ Osceola	T29S, R30E	25, 26, 27	This section is Lake Kissimmee.
31	Polk/ Osceola	T29S, R30E	34	The entire section is served by PRECO. No areas are served by DEF. Part of this section is Lake Kissimmee.

Written Description of the Territorial Boundary Lines

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31	Polk/ Osceola	T29S, R30E	35, 36	This section is Lake Kissimmee.
32	Osceola	T29S, R31E	19	DEF serves the entire section. Part of this section is Lake Kissimmee.
32	Osceola	T29S, R31E	20	This section is Lake Kissimmee.
32	Osceola	T29S, R31E	21, 28, 29	DEF serves the entire section. Part of this section is Lake Kissimmee.
32	Osceola	T29S, R31E	30, 31, 32	This section is Lake Kissimmee. Part of this section is Not Part of This Agreement.
32	Osceola	T29S, R31E	33	DEF serves the entire section. Part of this section is Lake Kissimmee.
33	Osceola	T29S, R31E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by PRECO.
34	Osceola	T29S, R32E	19, 20, 21	The entire section is served by DEF. No areas are served by PRECO.
34	Osceola	T29S, R32E	28, 29	The entire section is served by PRECO. No areas are served by DEF.
34	Osceola	T29S, R32E	30	The entire section is served by DEF. No areas are served by PRECO.
34	Osceola	T29S, R32E	31	DEF serves the northern half of the section, north of Lake Jackson. PRECO serves the southern half of the section, south of Lake Jackson.
34	Osceola	T29S, R32E	32, 33	The entire section is served by PRECO. No areas are served by DEF.
35	Osceola	T29S, R32E	22, 23, 24	The entire section is served by DEF. No areas are served by PRECO.
35	Osceola	T29S, R32E	25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
36	Osceola	T29S, R33E	19	The entire section is served by DEF. No areas are served by PRECO.

Written Description of the Territorial Boundary Lines

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36	Osceola	T29S, R33E	20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.
37	Osceola	T29S, R33E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
38	Polk	T30S, R29E	4, 5, 6, 7, 8	The entire section is served by DEF. No areas are served by PRECO.
38	Polk	T30S, R29E	9	PRECO serves the entire section except for the parcel on the western section line that is served by DEF. DEF serves the parcel adjacent to the western section line.
38	Polk	T30S, R29E	16	The entire section is served by PRECO. No areas are served by DEF.
38	Polk	T30S, R29E	17, 18	The entire section is served by DEF. No areas are served by PRECO.
39	Polk	T30S, R29E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
40	Polk	T30S, R29E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
41	Polk	T30S, R30E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF. Parts of these sections are Lake Kissimmee.
42	Polk	T30S, R31E	4, 5, 6, 7, 8, 9, 10, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF. Parts of these sections are Lake Kissimmee.
43	Polk	T30S, R31E	1	The entire section is served by PRECO. No areas are served by DEF. Part of this section is Lake Jackson.
43	Polk	T30S, R31E	2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF. Parts of these sections are Lake Kissimmee.
44	Osceola	T30S, R32E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF. Sections 19, 20, 21 and 22 are partially shown and are served by PRECO. Parts of these sections are Lake Jackson and Lake Marian.

Written Description of the Territorial Boundary Lines

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45	Polk	T30S, R29E	19	The entire section is served by DEF. No areas are served by PRECO.
45	Polk	T30S, R29E	20	DEF serves the northern half of the northern half of the section. PRECO serves the southern half of the northern half of the section. PRECO also serves the southern half of the section.
45	Polk	T30S, R29E	21	The entire section is served by PRECO. No areas are served by DEF.
45	Polk	T30S, R29E	28	This section is Lake Weohyakapka.
45	Polk	T30S, R29E	29	The entire section is served by PRECO. No areas are served by DEF. Parts of this section is Lake Weohyakapka.
45	Polk	T30S, R29E	30, 31	The entire section is served by DEF. No areas are served by PRECO.
45	Polk	T30S, R29E	32	DEF serves west of Walk-In-Water Road in the western half of the section. PRECO serves east of Walk-In-Water Road in the eastern half of the section.
45	Polk	T30S, R29E	33	This section is Lake Weohyakapka.
46	Polk	T30S, R29E	22, 23, 24, 25, 26, 27	The entire section is served by PRECO. No areas are served by DEF. Parts of section 26 and 27 are Lake Weohyakapka.
46	Polk	T30S, R29E	34	This section is Lake Weohyakapka.
46	Polk	T30S, R29E	35	The entire section is served by PRECO. No areas are served by DEF. Parts of this section is Lake Weohyakapka.
46	Polk	T30S, R29E	36	The entire section is served by PRECO. No areas are served by DEF.
47	Polk	T31S, R26E	1	PRECO serves the entire parcel except for the east side of Lizzie Lake that is served by DEF. DEF serves the east side of Lizzie Lake, north of Lake Buffum Road in the northeast quarter of the section.

Written Description of the Territorial Boundary Lines

EXHIBIT B

47	Polk	T31S, R26E	2	The entire section is served by PRECO. No areas are served by DEF.
47	Polk	T31S, R26E	3, 10	The section is Not Part of This Agreement.
47	Polk	T31S, R26E	11, 12, 13, 14	The entire section is served by PRECO. No areas are served by DEF. Parts of sections 11, 12 and 13 are Lake Buffum.
47	Polk	T31S, R26E	15	The part of the section that is part of this agreement is served by PRECO. Parts of this section are Not Part of This Agreement. No areas are served by DEF.
48	Polk	T31S, R27E	4, 5	The entire section is served by DEF. No areas are served by PRECO.
48	Polk	T31S, R27E	6	PRECO serves the western half of the northwestern half of the section. DEF serves the eastern half of the western half of the section. DEF also serves the eastern half of the section.
48	Polk	T31S, R27E	7, 8, 9, 16, 17	The entire section is served by DEF. No areas are served by PRECO.
48	Polk	T31S, R27E	18	PRECO serves the western half of the western half of the section. DEF serves the eastern half of the western half of the section. DEF also serves the eastern half of the section.
49	Polk	T31S, R29E	4	This section is Lake Weohyakapka.
49	Polk	T31S, R29E	5	DEF serves west of Walk-In-Water Road. DEF also serves the area south of Walk-In-Water Road and Tiger Creek Trail. PRECO serves east of Walk-In-Water Road, including the parcels adjacent to Boat Landing Road, Tiger Creek Road, Pineapple Street, Temple Drive, and Cat Track Trail.
49	Polk	T31S, R29E	6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO. Parts of these sections are Lake Weohyakapka.
50	Polk	T31S, R29E	1, 2	The entire section is served by PRECO. No areas are served by DEF. Part of section 2 is Lake Weohyakapka.

Written Description of the Territorial Boundary Lines

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50	Polk	T31S, R29E	3	This section is Lake Weohyakapka.
50	Polk	T31S, R29E	10	The entire section is served by DEF. Parts of this section is Lake Weohyakapka.
50	Polk	T31S, R29E	11	DEF serves the western half of the section. PRECO serves the eastern half of the section. Parts of this section is Lake Weohyakapka.
50	Polk	T31S, R29E	12, 13	The entire section is served by PRECO. No areas are served by DEF.
50	Polk	T31S, R29E	14	DEF serves the western half of the section. PRECO serves the eastern half of the section.
50	Polk	T31S, R29E	15	The entire section is served by DEF. No areas are served by PRECO.
51	Polk	T31S, R30E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
52	Polk	T31S, R27E	19	The entire section is served by PRECO. No areas are served by DEF.
52	Polk	T31S, R27E	20, 21	The entire section is served by DEF. No areas are served by PRECO.
52	Polk	T31S, R27E	28, 29, 30, 31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.
53	Polk	T31S, R27E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by PRECO.
54	Polk	T31S, R29E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by PRECO.
55	Polk	T31S, R29E	22	The entire section is served by DEF. No areas are served by PRECO.
55	Polk	T31S, R29E	23	DEF serves the western half of the section. DEF also serves the south of CR 630. PRECO serves the eastern half of the section north of CR 630.

Written Description of the Territorial Boundary Lines

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55	Polk	T31S, R29E	24, 25	The entire section is served by PRECO. No areas are served by DEF.
55	Polk	T31S, R29E	26, 27, 34, 35	The entire section is served by DEF. No areas are served by PRECO.
55	Polk	T31S, R29E	36	The entire section is served by PRECO. No areas are served by DEF.
56	Polk	T31S, R30E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by PRECO. No areas are served by DEF.
57	Polk	T32S, R27E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by PRECO. No areas are served by DEF.
58	Polk	T32S, R27E	1, 2	The entire section is served by DEF. No areas are served by PRECO.
58	Polk	T32S, R27E	3	PRECO serves parcels in the northwestern quarter of the section, as well as two parcels adjacent to the western section line in the northern half of the southern half of the section. DEF serves the remainder of the section.
58	Polk	T32S, R27E	10	PRECO serves parcels in the northwestern quarter of the section. DEF serves the remainder of the section.
58	Polk	T32S, R27E	11, 12, 13, 14	The entire section is served by DEF. No areas are served by PRECO.
58	Polk	T32S, R27E	15	The entire section is served by PRECO. No areas are served by DEF.
59	Polk	T32S, R29E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
60	Polk	T32S, R29E	1	The entire section is served by PRECO. No areas are served by DEF.
60	Polk	T32S, R29E	2, 3, 10, 11	The entire section is served by DEF. No areas are served by PRECO. Parts of these sections are Lake Arbuckle.
60	Polk	T32S, R29E	12, 13	The entire section is served by PRECO. No areas are served by DEF.

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60	Polk	T32S, R29E	14, 15	The entire section is served by DEF. No areas are served by PRECO. Parts of these sections are Lake Arbuckle.
61	Polk	T32S, R27E	22	The entire section is served by PRECO. No areas are served by DEF.
61	Polk	T32S, R27E	23	DEF serves three parcels in the northwestern quadrant of the northwestern half of the section. DEF also serves the eastern half of the section, east of Alico Clay Pit Road. PRECO serves the western half of the section, west of Alico Clay Pit Road, except for the parcels in the northwestern quadrant of the northwestern half of the section that are served by DEF.
61	Polk	T32S, R27E	24, 25	The entire section is served by DEF. No areas are served by PRECO.
61	Polk	T32S, R27E	26	The entire section is served by PRECO except for the parcel in the northeastern quadrant adjacent to the northeastern section line that is served by DEF.
61	Polk	T32S, R27E	27, 34, 35	The entire section is served by PRECO. No areas are served by DEF
61	Polk	T32S, R27E	36	The entire section is served by DEF. No areas are served by PRECO.
62	Polk	T32S, R29E	19, 20, 21, 28, 29, 30, 31,	The entire section is served by DEF. No areas are served by PRECO.
62	Polk	T32S, R29E	32	The entire section is served by DEF except for the partial parcel that is part of S33- T32S- R29E that is served by PRECO.
62	Polk	T32S, R29E	33	The entire section is served by PRECO. No areas are served by DEF.
63	Polk	T32S, R29E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF. Parts of these sections are Lake Arbuckle.
64	Hardee	T33S, R27E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.

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65	Highlands	T33S, R28E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
66	Highlands	T33S, R28E	1, 2, 3, 10, 11, 12	The entire section is served by DEF. No areas are served by PRECO.
66	Highlands	T33S, R28E	13	DEF serves the western half of the section. DEF also serves the western half of the eastern half of the section. PRECO serves the eastern half of the eastern half of the section.
66	Highlands	T33S, R28E	14, 15	The entire section is served by DEF. No areas are served by PRECO.
67	Highlands	T33S, R29E	4	The entire section is served by PRECO. No areas are served by DEF.
67	Highlands	T33S, R29E	5	DEF serves the western half of the section. PRECO serves the eastern half of the section.
67	Highlands	T33S, R29E	6	The entire section is served by DEF. No areas are served by PRECO.
67	Highlands	T33S, R29E	7, 8	The entire section is served by PRECO. No areas are served by DEF.
67	Highlands	T33S, R29E	9	PRECO serves west of CR 64 East. PRECO also serves two parcels adjacent to the southern side of CR 64 East in the northern half of the southern half of the section. PRECO also serves one parcel adjacent to the southern side of CR 64 East in the northern half of the northern half of the section. DEF serves east of CR 64 East except for the parcels that are adjacent to the southern side of CR 64 East that are served by PRECO.
67	Highlands	T33S, R29E	16	PRECO serves two parcels in the northern half of the southern half of the section. DEF serves the remainder of the section except for the two parcels that are served by PRECO.
67	Highlands	T33S, R29E	17, 18	The entire section is served by PRECO. No areas are served by DEF.
68	Highlands	T33S, R29E	1, 2	The entire section is served by PRECO. No areas are served by DEF.
68	Highlands	T33S, R29E	3	PRECO serves the entire section except for one parcel in the southwestern quarter that is served by DEF. DEF serves on parcel in the southwestern quarter of the section, south of

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				CR 64 East and adjacent to the western and southern section lines.
68	Highlands	T33S, R29E	10	The entire section is served by DEF. No areas are served by PRECO.
68	Highlands	T33S, R29E	11	DEF serves the entire section except for the two partial parcels that are served by PRECO in the eastern half of the eastern half of the section. PRECO serves two partial parcels in the eastern half of the eastern half of the section. These parcels are also part of S12-T33S-29E.
68	Highlands	T33S, R29E	12	The entire section is served by PRECO. No areas are served by DEF.
68	Highlands	T33S, R29E	13, 14, 15	The entire section is served by DEF. No areas are served by PRECO.
69	Highlands	T33S, R30E	4, 5, 6, 7, 8, 9, 16, 17	The entire section is served by PRECO. No areas are served by DEF.
69	Highlands	T33S, R30E	18	DEF serves west of Arbuckle Creek. PRECO serves east of Arbuckle Creek.
70	Hardee	T33S, R27E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
71	Highlands	T33S, R28E	19, 20, 21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by PRECO.
72	Highlands	T33S, R28E	22, 23	The entire section is served by DEF. No areas are served by PRECO.
72	Highlands	T33S, R28E	24	DEF serves the entire section except for the four parcels in the northeastern quadrant of the eastern section that are served by PRECO. PRECO serves four parcels in the northeastern quadrant of the eastern section, adjacent to CR 64 East.
72	Highlands	T33S, R28E	25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by PRECO.
73	Highlands	T33S, R29E	19	PRECO serves the northern half of the section. DEF serves the southern half of the section.

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73	Highlands	T33S, R29E	20	The entire section is served by PRECO. No areas are served by DEF.
73	Highlands	T33S, R29E	21, 28, 29, 30, 31, 32, 33	The entire section is served by DEF. No areas are served by PRECO.
74	Highlands	T33S, R29E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by DEF. No areas are served by PRECO.
75	Highlands	T33S, R30E	19, 20	DEF serves west of Arbuckle Creek. PRECO serves east of Arbuckle Creek.
75	Highlands	T33S, R30E	21, 28	The entire section is served by PRECO. No areas are served by DEF.
75	Highlands	T33S, R30E	29	DEF serves west of Arbuckle Creek. PRECO serves east of Arbuckle Creek.
75	Highlands	T33S, R30E	30	The entire section is served by DEF. No areas are served by PRECO.
75	Highlands	T33S, R30E	31, 32	DEF serves the entire section that is part of this agreement. Some parts of these sections are Not Part of This Agreement.
75	Highlands	T33S, R30E	33	This section is Not Part of This Agreement.
76	Hardee	T34S, R27E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
77	Highlands	T34S, R28E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
78	Highlands	T34S, R29E	4, 5, 6, 7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
79	Highlands	T34S, R29E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by DEF. No areas are served by PRECO.
80	Highlands	T34S, R30E	4, 5	This section is Not Part of This Agreement.
80	Highlands	T34S, R30E	6	DEF serves the entire section that is part of this agreement. Part of this section is Not Part of This Agreement.

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80	Highlands	T34S, R30E	7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
81	Highlands	T34S, R30E	1, 2, 3, 10, 11, 12, 13, 14, 15	This section is Not Part of This Agreement.
82	Hardee	T34S, R27E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
83	Highlands	T34S, R28E	19, 20, 21, 28, 29, 30	The entire section is served by DEF. No areas are served by PRECO.
83	Highlands	T34S, R28E	31	The entire section is served by PRECO. No areas are served by DEF.
83	Highlands	T34S, R28E	32, 33	The entire section is served by DEF. No areas are served by PRECO.
84	Hardee	T35S, R27E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
85	Highlands	T35S, R28E	4, 5	The entire section is served by DEF. No areas are served by PRECO.
85	Highlands	T35S, R28E	6	The entire section is served by PRECO. No areas are served by DEF.
85	Highlands	T35S, R28E	7, 8, 9, 16, 17, 18	The entire section is served by DEF. No areas are served by PRECO.
86	Hardee	T35S, R27E	22, 23, 24, 25, 26, 27, 34, 35, 36	The entire section is served by PRECO. No areas are served by DEF.
87	Highlands	T35S, R28E	19, 20, 21, 28, 29, 30, 31, 32, 33	This section is Not Part of This Agreement.
88	Hardee	T36S, R27E	1, 2, 3, 10, 11, 12, 13, 14, 15	The entire section is served by PRECO. No areas are served by DEF.
89	Highlands	T36S, R28E	4, 5, 6, 7, 8, 9, 16, 17, 18	This section is Not Part of This Agreement.