

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Tampa Electric) DOCKET NO. _____
Company and Withlacoochee River Electric)
Cooperative for Approval of Amendment to)
Territorial Agreement)
_____) FILED: December 28, 2021

**TAMPA ELECTRIC COMPANY AND
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE'S
JOINT PETITION FOR TERRITORIAL AGREEMENT MODIFICATION**

Tampa Electric Company ("Tampa Electric" or "the company") and Withlacoochee River Electric Cooperative, Inc. ("WREC" or "the Cooperative") (hereinafter collectively "Petitioners"), pursuant to Section 366.04(2)(d), Florida Statutes and Rule 25-6.0440, Florida Administrative Code, hereby jointly petition for Commission approval of an Amendment to the Petitioners' Territorial Agreement:

I. Preliminary Information

1. The Petitioners' names and addresses are:

Tampa Electric Company
702 North Franklin Street
Tampa, Florida 33602

Withlacoochee River Electric Cooperative
14651 21st Street
Dade City, Florida 33523

2. Tampa Electric is an investor-owned public utility subject to the Commission's jurisdiction pursuant to Chapter 366, Florida Statutes. Tampa Electric serves retail customers in Hillsborough and portions of Polk, Pinellas, and Pasco Counties in Florida.

3. WREC is a rural electric cooperative organized and existing under Chapter 425, Florida Statutes.

4. Both Tampa Electric and WREC are subject to the jurisdiction of the Commission for purposes of approving territorial agreements under Section 366.04(2)(d), Florida Statutes.

5. Any pleading, motion, notice, order, or other document required to be served upon any party to this proceeding shall be served upon the following individuals:

FOR TAMPA ELECTRIC

James D. Beasley
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J. Jeffrey Wahlen
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(863) 688-0310 (fax)

Billy E. Brown
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Executive VP and General Manager
Withlacoochee River Electric Cooperative
P.O. Box 728
Dade City, FL 33526-0278
(352) 567-5133 Ext. 6100

6. This petition is filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Florida Public Service Commission (“Commission”), located at 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399. This Petition represents an original proceeding and does not involve reversal or modification of an agency decision or any proposed agency action.

III. Applicable Law

7. Pursuant to Section 366.04(2)(d) of the Florida Statutes, the Commission has authority to “approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities under its jurisdiction.”

8. The Commission promulgated Rule 25-6.0440 of the Florida Administrative Code, to implement this authority. Rule 25-6.0440(1) states that all territorial agreements “must be submitted to the Commission for approval.” Furthermore, Rule 25-6.0440(1)(f) states that once a territorial agreement is approved, “any modification, changes, or corrections to this agreement must be approved by the Commission.”

IV. Statement on Disputed Issues of Material Fact

9. In compliance with paragraph (2)(d) of Rule 28-106.201, F.A.C., the Petitioners state that they are not aware of any disputed issues of material fact at this time, and do not believe any disputed issues of material fact will arise in this docket but acknowledge the possibility that other parties could assert disputed issues of material fact during this proceeding.

V. Statement of Ultimate Facts Alleged and Providing the Basis for Relief

10. On September 16, 1974, the Commission issued Order No. 6281, which approved the retail electric service boundary between Tampa Electric and WREC.

11. On December 20, 1990, the Commission entered Order No. 23905 in Docket No. 19900752-EU, which approved a revised territorial agreement between Tampa Electric and WREC (“1990 Territorial Agreement”).

12. On February 16, 2006, the Commission issued Order No. PSC-06-0128-PAA-EU in Docket No. 20041408-EU, which modified the Parties’ service boundary with respect to retail electric service within the Meadow Pointe, Belle Chase, and Cannon Ranch subdivisions. The

2006 Order did not approve a new territorial agreement and only amended the 1990 Territorial Agreement with respect to the Petitioners' service boundary in those three subdivisions.

13. On June 21, 2017, the Commission entered Order No. PSC-17-0241-PAA-EU in Docket No. 20170068-EU, which amended the Parties' service boundary within the Mirada Subdivision to accommodate new development plans. The Order notes that the 1990 Territorial Agreement (as amended in 2006) was only modified with respect to the territorial boundary within the planned subdivision, and that all other aspects of the agreement remained in effect.

14. The 1990 Territorial Agreement remains in effect. Section 5.1 of that agreement states that it "shall remain in effect...until further order of the Florida Public Service Commission." As explained above, the Commission has modified the service boundary established in the 1990 Territorial Agreement twice but has not otherwise modified the agreement. A copy of the 1990 Territorial Agreement is included as "**Exhibit A**" to this Petition. Copies of the 2006 and 2017 boundary line amendments are included as "**Exhibit B**" to this Petition.

15. A new residential subdivision, known as Two Rivers Ranch, is currently under development by Eisenhower Development adjacent to the Hillsborough-Pasco County Line.

16. Attached hereto as "**Exhibit C**" is a map of the planned subdivision. As depicted on this map, the existing service boundary runs along a Section line through the planned subdivision. The current boundary line cuts through the middle of home lots, across streets, and without regard to likely utility easement areas within the subdivision.

17. Earlier this year, Tampa Electric and WREC held discussions regarding the provision of service to the new subdivision. These discussions led to a mutual agreement between Tampa Electric and WREC to modify the existing service area boundary to facilitate the most efficient, reliable, and economic means of providing service to the new subdivision.

18. The proposed boundary line would follow parcel lines within the subdivision and would only cross one road. This proposed boundary line is designated in red on **Exhibit C**.

19. After the proposed boundary change, each parcel tract and homeowners' association within the larger development will be served by one electric utility, which will eliminate potential uneconomic duplication of facilities. This boundary line amendment will also greatly simplify the electric service layout for purposes of design and troubleshooting since no one parcel will have facilities from both utilities.

20. Under the proposed division of the development, Tampa Electric would gain 475 residential customers in WREC's current territory, while WREC will gain 561 residential customers within Tampa Electric's current territory. These lot gains and losses are as even as possible given the objectives of avoiding uneconomic duplication and providing efficient, safe, and reliable service.

21. Since no homes have been constructed in the subdivision, no facilities will need to be transferred between the Petitioners.

22. There is no reasonable likelihood that the boundary amendment will cause a decrease in reliability of electrical service to the future ratepayers of WREC and Tampa Electric. To the contrary, the Petitioners settled on the proposed amended boundary line in part to promote safe and reliable service within all segments of the subdivision.

VI. Compliance with Rule 25-6.0440(1)(a)-(f), Florida Administrative Code

23. Rule 25-6.0440(1)(a), F.A.C., requires a territorial agreement submission to include a map and written description of the area. The original service area boundary map and a written description of the boundary line between the Petitioners are included in the 1990 Territorial Agreement attached as **Exhibit A**. The 2006 and 2017 boundary line amendments are included as

Exhibit B. A map of the subdivision depicting the current boundary line and proposed boundary line is included as **Exhibit C.**

24. Rule 25-6.0440(1)(b), F.A.C. requires a territorial agreement submission to include the terms and conditions of the agreement. The terms and conditions of the 1990 Territorial Agreement remain in effect and are included in **Exhibit A.** This Petition does not propose any changes to the terms and conditions of the 1990 Territorial Agreement.

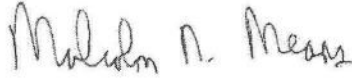
25. Rule 25-6.0440(1)(c)-(e), F.A.C. requires a territorial agreement submission to include information regarding any transferred customers. The proposed subdivision does not yet contain any occupied homes, so there are no customers to be transferred and this information is inapplicable here.

26. Rule 25-6.0440(1)(f), F.A.C. requires submission of an official Florida Department of Transportation General Highway County map depicting the boundary lines established by the Territorial Agreement. Such a map depicting the changes to the Petitioners' service area boundary is included as **Exhibit D.**

WHEREFORE, Tampa Electric and WREC respectfully request that the Commission approve this Amendment to the 1990 Territorial Agreement.

DATED this 28th day of December 2021.

Respectfully submitted,



JAMES D. BEASLEY
J. JEFFRY WAHLEN
MALCOLM N. MEANS
Ausley McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC



KEITH C. SMITH
Gray Robinson
One Lake Morton Drive
Lakeland, Florida 33801
(863) 284-2200

ATTORNEY FOR WREC

EXHIBIT A

AGREEMENT

Section 0.1 THIS AGREEMENT is made and entered into this 12 day of June, 1990 by and between TAMPA ELECTRIC COMPANY, a private corporation organized and existing under the laws of the State of Florida with its principal place of business located in Tampa, Florida (hereinafter "TEC"), and WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC., a rural electric cooperative organized and existing under Chapter 425, Fla. Stat., and under the Rural Electrification Act, 7 USC, §901 et seq., with the principal place of business located in Dade City, Florida ("WREC"). Collectively TEC and WREC will be called herein "the parties." Upon approval by the Florida Public Service Commission ("FPSC"), this Agreement specifically shall supersede any prior agreements between the parties defining the boundaries of their respective retail service territories.

WITNESSETH:

Section 0.2 WHEREAS, TEC, by virtue of its Charter, is authorized, empowered and by Florida law is obligated to furnish electricity and power to persons, firms and corporations within its service area and presently furnishes electricity and power to Customers in all of Hillsborough and in areas of Pinellas, Pasco, Polk Counties, Florida; and

Section 0.3 WHEREAS, WREC, by virtue of its Charter, is authorized, empowered and by Florida law is obligated to furnish electricity and power to persons, firms and corporations within its service area and presently furnishes electricity and power to Customers in Pinellas and Pasco Counties in Florida and elsewhere; and

Section 0.4 WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places, and the parties have entered into an approved territorial agreement dated June 18, 1974 in an effort to minimize costs to the general body of their ratepayers by avoiding duplication of generation, transmission and distribution facilities and have thereby avoided such duplication; and

Section 0.5 WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of said facilities results in needless and wasteful expenditures and may create hazardous situations, both being detrimental to the public interest, and has approved the aforesaid territorial agreement on September 16, 1974 in Docket No. 74485-EU by Order No. 6281; and

Section 0.6 WHEREAS, the parties hereto desire to continue to avoid and eliminate the circumstances giving rise to potential duplications and possible hazards and toward that end have established the Territorial Boundary Line to delineate their respective retail territorial service areas; and

Section 0.7 WHEREAS, the Florida Public Service Commission is empowered by the Legislature of the State of Florida, pursuant to Section 366.04(2)(d), Florida Statutes to approve and enforce territorial agreements and the Commission has recognized on numerous occasions the wisdom of retail territorial agreements between electric utilities and has held that retail territorial agreements, when properly presented to the Commission, in proper circumstances, are advisable and, indeed, in the public interest;

Section 0.8 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Line. As used herein, the term "Territorial Boundary Line" shall mean the boundary lines which circumscribe areas on the maps and legal descriptions attached hereto as composite Exhibit "A" and which differentiate and divide the TEC Territorial Area from the WREC Territorial Area. None of the territory assigned to TEC shall be served by WREC and none of the territory assigned to WREC shall be served by TEC except as specifically provided herein or in a separate final order of the Florida Public Service Commission.

Section 1.2 TEC Territorial Area. As used herein, the term "TEC Territorial Area" shall mean the geographic area shown on composite Exhibit "A" and designated "TEC Territorial Area."

Section 1.3 WREC Territorial Area. As used herein, the term "WREC Territorial Area" shall mean the geographic area shown on composite Exhibit "A" and designated "WREC Territorial Area."

Section 1.4 Transmission Lines. As used herein, the term "Transmission Lines" shall mean all transmission lines of either Party having a rating of 69 kv or greater.

Section 1.5 Distribution Lines. As used herein, the term "Distribution Lines" shall mean all distribution lines of either Party having a rating up to, but not including, 69 kv.

Section 1.6 New Customers. As used herein, the term "New Customers" shall mean all retail electric consumers applying for service to either TEC or WREC after the effective date of this Agreement.

Section 1.7 Existing Customers. As used herein, the term "Existing Customers" shall mean all retail electric consumers receiving service on or before the effective date of this Agreement from either Party.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Territorial Questions

Section 2.1 Allocations. The TEC Territorial Area, as herein defined, will be assigned to TEC as its retail service area for the duration of this Agreement; and the WREC Territorial Area, as herein defined, will be assigned to WREC as its retail service area for the same period; and, except as otherwise specifically provided herein, neither Party shall sell electricity to any retail Customer where such electricity serves the retail Customer's end use facility and such facility is located within the other Party's service area.

Section 2.2 Service to New Customers. TEC and WREC agree that neither supplier will attempt to serve or knowingly serve any applicant whose end use facilities are located within the service territory of the other.

Section 1.5 Distribution Lines. As used herein, the term "Distribution Lines" shall mean all distribution lines of either Party having a rating up to, but not including, 69 kv.

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Section 2.2 Service to New Customers. TEC and WREC agree that neither supplier will attempt to serve or knowingly serve any applicant whose end use facilities are located within the service territory of the other.

TEC and WREC recognize that in exceptional circumstances, economic constraints on either utility or good engineering practices may on occasion indicate that a Customer's end use temporarily cannot be served by the utility in whose service territory they are located. In such instances, upon written request by the utility in whose territory the end use facility is located, to the other utility, the other utility may tentatively agree in writing to provide service to such Customer's end use. Such agreements shall be submitted to the Florida Public Service Commission for approval in accordance with Article IV, Section 4.1 hereof.

In the event that a prospective applicant requests or applies for service from either supplier to be provided to end use facilities located in the territory reserved to the other supplier, then the supplier receiving such a request or application shall refer the prospective applicant or applicants to the other supplier, with citation to the Commission approved Territorial Agreement, and shall notify the other supplier of the request or application.

If the prospective applicant delivers a written application for service after being referred to the other utility, or continues to demand service under an application made prior to a referral to the other utility, the utility receiving the request shall file a Petition for Declaratory Statement requesting the Commission to apply the Territorial Agreement to the facts presented. The petitioning supplier shall notify the other supplier and the applicant of its intent to file a Petition for Declaratory Statement prior to filing the Petition and shall request the joinder of the other supplier as a necessary party with the filing of the Petition. The petitioning supplier shall not provide electric service or attempt to

provide electric service to the applicant unless the Commission authorizes the service in an order binding both suppliers.

Section 2.3 The parties wish to provide an orderly transition of electric service to a mining facility located near the boundary separating the service areas of WREC and Tampa Electric. This mining facility has been owned by Zephyr Rock and Lime, Inc., although the parties understand the facility has been acquired by Plaza Materials Corporation, in whose name service has been transferred. Tampa Electric is presently serving this facility, although the parties believe that service in the future to this utility would be more appropriately provided by WREC. Accordingly, the parties agree that, subject to the Commission's approval, Tampa Electric will continue serving this facility until July 1, 1992 on which date, WREC will provide electric service to such facility.

Section 2.4 Exchange of Facilities. Upon the effective date hereof each Party shall sell (at original cost less accumulated book depreciation at the time of the transfer) the distribution facilities used to serve Customers transferred in accordance with this Agreement.

Section 2.5 Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing bulk power supply to other electric utilities for resale purposes wheresoever such other electric utilities may be located. Further, no other provision of this Agreement shall be construed as applying to bulk power supply for resale.

ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain. Except as provided herein all generating plants, transmission lines, substations, distribution lines and related facilities now or hereafter constructed and/or used by either Party in conjunction with their respective electric utility systems, and which are directly or indirectly used and useful in service to Customers in their respective service areas or in fulfilling the requirements of law 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 said lines and facilities in such manner as to minimize any interference with the operations of the other Party. Nothing contained herein shall be construed to apply to the Parties' facilities or locations thereof except as such facilities relate to providing retail service to the Parties' Customers in their respective service territories.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission. The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither Party shall be bound hereunder until that approval has been obtained. Any proposed modifications to this Agreement shall be submitted to the Florida Public Service Commission for approval. The parties shall file an annual report to the Florida Public Service Commission on or before March 31 of each year beginning March 31, 1991 and

shall file such other information and reports as requested by the Commission from time to time. Such report shall provide the status of this Agreement and any modifications proposed in this Agreement. In addition the parties agree to jointly petition the Florida Public Service Commission to resolve any disputes concerning the provisions of this Agreement which the parties are unable to resolve.

Section 4.2 Liability in the Event of Disapproval. In the event approval pursuant to Section 4.1 is not obtained, neither Party will have any cause of action against the other arising under this document or on account of such non-attainment of approval.

ARTICLE V

DURATION

Section 5.1 This Agreement shall remain in effect after the date of the Florida Public Service Commission's final Order approving this Agreement until further order of the Florida Public Service Commission.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 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 eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations which would otherwise result. The purpose of this Agreement, among other things, is to further this State's policy of supervising the planning, development, and maintenance of a coordinated electric power grid

throughout Florida; to avoid uneconomic duplication of generation transmission and distribution facilities; and to encourage the installation and maintenance of facilities necessary to fulfill the utilities' obligation to serve.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing and hereto attached and signed by both of the parties hereto and approved by the Florida Public Service Commission in accordance with Article IV, Section 4.1 hereof.

Section 7.2 Successors and Assigns. Nothing in this Agreement expressed or implied is intended, or shall be construed, to confer upon or give to any person or corporation, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement, or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of, and shall be binding only upon, the parties hereto and their respective representatives, successors and assigns.

Section 7.3 Notices. Notices given hereunder shall be deemed to have been given to TEC if mailed by certified mail, postage prepaid, to: Vice President Customer Services/Marketing, Tampa Electric Company, Post

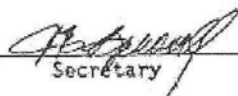
Office Box 111, Tampa, Florida 33601-0111; and to WREC if mailed by certified mail, postage prepaid, to: General Manager, Withlacoochee River Electric Cooperative, Inc., Post Office Box 278, Dade City, Florida 33525. Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

Section 7.4 Duplicate Originals. This Agreement is being executed in duplicate and each counterpart constitutes an original of this Agreement.

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

ATTEST:

TAMPA ELECTRIC COMPANY




Secretary

By 

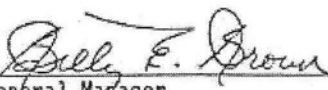
Vice President Customer Services
Marketing

(SEAL)
ATTEST:

WITHLACOOCHEE RIVER ELECTRIC
COOPERATIVE, INC.



Assistant Secretary

By 

General Manager

(SEAL)

Composite Exhibit "A"
to Territorial Agreement Between
Tampa Electric Company and
Withlacoochee River Electric Cooperative, Inc.

TAMPA ELECTRIC COMPANY

INDEX

<u>Document No.</u>	<u>Title</u>
1	Map of Overall Territorial Boundaries
2	Detailed Map of Green Swamp Area
3	Detailed Map of One Pasco Center and Cannon Ranch
4	Parcel Plan - Cannon Ranch
5	Boundary Survey - Cannon Ranch
6	Preliminary Plan Site Geometry - One Pasco Center
7	Overall Legal Description of Territorial Boundaries
8	Detailed Legal Description - One Pasco Center
9	Detailed Legal Description - Cannon Ranch
10	Detailed Legal Description - Green Swamp Area

PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN

TAMPA ELECTRIC COMPANY

AND

WITHLACOOCHIEE RIVER ELECTRIC COOPERATIVE, INC.

1. Dade City Area

This portion of the Company's service area is described as that area lying within the boundaries of municipal corporations, including Dade City, San Antonio and St. Leo, and the surrounding areas within the boundary lines shown on the attached Exhibit A. The proposed territorial amended boundary line is described as follows:

Begin at the northwest corner of the northeast 1/4 of Section 16, T25S, R20E; thence east along the north boundary of said Section 16, to a point 1008.27 feet west of the northeast corner of said Section 16; and the point of beginning where the territorial boundary goes through the proposed Cannon Ranch Development according to the Master Development Paving Plan, prepared by Florida Technical Services, Inc. and Ekistic Design Studio, February 2, 1988, revised May 31, 1989 - project number 020186.2; thence north 109.97 feet to a point in the southeast 1/4 of Section 9, T25S, R20E, being 1008.27 feet west and 109.97 feet north of the southeast corner of said Section 9; thence east 410.60 feet to a point 597.67 feet west and 109.97 feet north of the southeast corner of said Section 9; thence north 1222.95 feet to a point 1330.26 feet north and 999.85 feet west of the southeast corner of said Section 9; thence northeast 1131.51 feet to a point on the east boundary of said Section 9 being 2279.67 feet north of the southeast corner of said Section 9; thence east 1368.00 feet to the east boundary of the west 1/4 of Section 10, T25S, R20E, being 2279.53 feet north of the southeast corner of said west 1/4 of Section 10; thence southeast 1080.62 feet to the westerly right of way line of the main proposed collector road, being 1632.41 feet north and 865.45 feet east of the southeast corner of said west 1/4 of Section 10; thence southeasterly along the westerly right of way line of said proposed collector road to the point of tangency, being 531.70 feet east and 310.69 feet north of the southwest corner of the east 1/2 of said Section 10; thence southwest 1938.32 feet to a point in the west 1/2 of Section 15, T25S, R20E, being 1459.97 feet south and 1118.45 feet east of the northeast corner of the west 1/4 of said Section 15; thence east 1597.22 feet to a point of 1361.78 feet north and 1426.67 feet west of the southeast corner of the north 1/2 of said Section 15; thence southeast 1077.79 feet to the easterly right of way line of the proposed southeast spur of the collector road, being 616.86 feet north and 647.79 feet west of the southeast corner of the north 1/2 of said Section 15; thence northeasterly along the easterly right of way line of said proposed southeast spur of the collector road to a point in the west 1/2 of Section 14, T25S, R20E, being 907.86 feet east and 1333.13 feet north of the southwest corner of the north 1/2 of said Section 14; thence southeast 886.35 feet to a point 662.06 feet north and 1639.74 feet east of the southwest corner of the north 1/2 of said Section 14, thence east 1049.18 feet to the westerly right of way line of State Road 577, being 662.06 feet north and 2679.92 feet east of the southwest corner of the north 1/2 of said Section 14; thence northeasterly along the westerly right of way of said State Road 577 to a point on the east boundary of the west 1/2 of the east 1/2 of said Section 14, being 1626.09 feet south of the northeast corner of said west 1/2 of the east 1/2 of said Section 14, and the point of termination through said Cannon Ranch Development; thence south to the southwest corner of the west 1/2 of the east 1/2 of said Section 14; thence east along the south boundaries of Sections 14, 13, T25S, R20E, and Section 18, T25S, R21E, to the southeast corner of said Section 18; thence south along the east boundary of Section 19, T25S, R21E, to the northwest corner of section 29, T25S, R21E; thence east along the north boundary of said section 29 to the northwest corner of the east 1/2 of the northwest 1/4 of the northeast 1/4 of said section 29; thence south to the southwest corner of the east 1/2 of the northwest 1/4 of the northeast 1/4 of said section 29, and the south boundary of the north 1/2 of the northeast 1/4 of said section 29; thence east along the south boundary of the north 1/2 of the northeast 1/4 of said section 29 to the

TAMPA ELECTRIC COMPANY

DOCUMENT NO. 7

PAGE 1 OF 3

page 2

west boundary of section 28, T25S, R21E; thence north along the west boundary of said section 28 to the southwest corner of section 21, T25S, R21E; thence east along the south boundaries of Sections 21, 22 and 23, T25S, R21E to the southeast corner of said Section 23; thence north along the east boundary of said Section 23, to the northeast corner of said Section 23; thence east along the north boundary of Section 24, T25S, R21E, and the north boundary of Section 19, T25S, R22E, to the easterly right of way line of the Seaboard Coastline Railroad; thence northwesterly along said railroad easterly right of way line to the north boundary of Section 13, T25S, R21E; thence east along the north boundary of said Section 13 and the north boundary of Section 18, T25S, R22E, to the northeast corner of said Section 18; thence north along the east boundaries of Sections 7 and 6, T25S, R22E, and the east boundaries of Sections 31 and 30, T24S, R22E, to the point of intersection with the Withlacoochee River and the east boundary of said Section 30; thence westerly and northerly along the Withlacoochee River to the east boundary of Section 1, T24S, R21E; thence north along the east boundary of said Section 1 to the northeast corner of said Section 1; thence west along the north boundary of Sections 1 and 2, T24S, R21E, to the westerly right of way line of the old Atlantic Coastline Railroad; thence southerly along said westerly right of way line to the south boundary of the north 1/2 of said Section 2, T24S, R21E; thence west along said south boundary to the westerly right of way line of the old Seaboard Railroad in Section 3, T24S, R21E; thence north along said westerly right of way line to the north boundary of said Section 3; thence west along the north boundary of Sections 3 and 4, T24S, R21E, to the northwest corner of said Section 4; thence north along the east boundaries of Sections 27 and 29, T23S, R21E, to the northeast corner of the south 1/4 of said Section 29; thence west along said south 1/4 section line of Sections 29 and 30, T23S, R21E, to the Pasco-Hernando County line; thence south along said county line to the north boundary of Section 1, T24S, R20E; thence west along said north boundary to the northeast corner of the west 1/4 of said Section 1, thence south along the east boundary of said west 1/4, to the south boundary of said Section 1; thence west along the south boundaries of Sections 1 and 2, T24S, R20E, to the northwest corner of the east 1/2 of Section 11, T24S, R20E; thence south along the west boundary of the east 1/2 of said Section 11, to the south boundary of said Section 11; thence west along the south boundaries of Sections 11 and 10, T24S, R20E, to the southwest corner of said Section 10; thence south along the west boundaries of Sections 15, 22 and 27, T24S, R20E; to the southwest corner of said Section 27; thence east along the south boundary of said Section 27, to the west boundary of the east 1/4 of Section 34, T24S, R20E; thence south along said west boundaries of the east 1/4 of said Section 34, T24S, R20E, and Section 3, T25S, R20E, to the southerly right of way of the old Atlantic Coastline Railroad; thence southwesterly along said railroad right of way line to the west boundary of the east 1/2 of Section 9, T25S, R20E; thence south along the west boundary of the east 1/2 of said Section 9 to the southerly right of way line of the former Seaboard Coastline Railroad and the northerly boundary of ONE PASCO CENTER-PHASE 1 as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence northerly along said ONE PASCO CENTER-PHASE 1 development's north boundary to the northeasterly corner of proposed parcel 38-PHASE 3, according to the preliminary plan site geometry as prepared by Proctor and Redfern (formerly Housel & Associates) - Project Number 850901; being N 72° 18' 46" E a distance of 453.89 feet from the Point of Beginning for said ONE PASCO CENTER-PHASE 1 as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence southerly along the easterly boundary of said proposed parcel 38, to the northeasterly corner of parcel 7 of said ONE PASCO CENTER-PHASE 1; thence southerly along the easterly boundaries of parcels 7, 6, 5, 4, 3, 2 and the southerly extension of the east boundary of parcel 1 of said ONE PASCO CENTER-PHASE 1, to the northerly right of way line of State Road 52; thence westerly along said right of way line to the west boundary of the east 1/2 of Section 9, T25S, R20E; thence south to the northwest corner of the northeast 1/4 of Section 16, T25S, R20E, also being the Point of Beginning.

page 2

2. Hillsborough County and Polk County Areas

Commence at the northwest corner of Section 6, T27S, R17E, which is the Pasco - Hillsborough County line; thence east along the north line of Sections 5, 5 and 4; to the northeast corner of Section 4, T27S, R17E; thence north along the west section line of Section 34 to the northwest corner of Section 34, T26S, R17E; thence east along the north line of Sections 34 and 35, T26S, R17E to the northeast corner of Section 35; thence south along the east line of Section 35 to the north line of the south 1/2 of the south 1/2 of Section 36, Township 26 South, Range 17 East; thence east along the north line of the south 1/2 of the south 1/2 of Section 36 to the east line of Section 36; thence south along the east line of Section 36 to the south county line of Pasco County; thence east along the south county line of Pasco County, to the southwest corner of Section 35, Township 26 South, Range 19 East; thence north along the west line of Section 35 to the northwest corner of this section; thence east from the northwest corner of this section to the northeast corner of Section 34, - Township 26 South, Range 21 East; thence south along the east boundary of Section 34, Township 26 South, Range 21 East to the south county line of Pasco County; thence east along the south county line of Pasco County to the southeast corner of Section 36, Township 26 South, Range 21 East; thence north along the east boundaries of Section 36 and Section 25, Township 26 South, Range 21 East to a point where the Hillsborough River intersects the east boundary line of Section 25, Township 26 South, Range 21 East; thence northeasterly along the Hillsborough River to the Pasco-Polk County line; thence south along the east county line of Pasco County to the Seaboard Coastline Railroad; thence southeasterly along this railroad to the north county line of Hillsborough County; thence east to the Hillsborough-Polk County line. Continue at the SW corner of Section 31, T26S, R23E; thence north along the west boundaries of Sections 31 and 30, T26S, R23E to the NW corner of the south half of the north half of Section 30, T26S, R23E; thence east along the north boundary of said south half of the north half to the east boundary of said Section 30; thence continue east along the north boundary of the south half of the north half of Section 29, T26S, R23E, to the east boundary of the west half of said Section 29; thence north along said east boundary to the north boundary of said Section 29; thence continue north along the west boundary of the east half of Section 20, T26S, R23E, to the north boundary of the south half of said Section 20; thence east along said north boundary to the east boundary of said Section 20; thence continue east along the north boundary of the south half of Section 21, T26S, R23E, to the intersection with the centerline of Sherrouse Road; thence easterly along the centerline of said road to another intersection with the north boundary of the south half of Section 21, T26S, R23E; thence east along said north boundary to a point 769.80 feet west of the intersection of said north boundary and the westerly right-of-way U.S. Highway 98 (SR 700 & 35) and make a turn to the right and run southeasterly on a line parallel with and 553.84 feet from the said westerly right-of-way of U.S. Highway 98 to the south boundary of said Section 21; thence east along south boundary to the east boundary of said Section 21; thence continue east along the south boundary of Section 22, T26S, R23E to the east boundary of the west half of the west half of said Section 22; thence north along said east boundary 2616.65 feet; thence east and parallel to the north boundary of the south half of said Section 22, to the east boundary of said Section 22; thence north along said east boundary to the north boundary thereof; thence continue north along the east boundary of Sections 15, 10, and 3, all in T26S, R23E to the NW corner of Section 2, T26S, R23E; thence west along said south boundary of Section 34, T25S, R23E to the southwest corner of Section 34, T25S, R23E; thence north along the west boundaries of Sections 34, 27, 22, 15, and 10, T25S, R23E to the center line of the Withlacoochee River and the Polk - Sumter County line and the Point of Termination.

TAMPA ELECTRIC COMPANY
DOCUMENT NO. 7
PAGE 3 OF 3

PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN

TAMPA ELECTRIC COMPANY

AND

WITHLACOOCHIE RIVER ELECTRIC COOPERATIVE, INC.

1. Dade City Area

This portion of the Company's service area is described as that area lying within the boundaries of municipal corporations, including Dade City, San Antonio and St. Leo, and the surrounding areas within the boundary lines shown on the attached Exhibit A. The proposed territorial amended boundary line is described as follows:

ONE PASCO CENTER-PHASE 1 DEVELOPMENT

Commence at the northwest corner of the east 1/2 of Section 9, T25S, R20E; thence south along the west boundary of the east 1/2 of said Section 9 to the southerly right of way line of the former Seaboard Coastline Railroad for the point of beginning where the territorial boundary goes through ONE PASCO CENTER-PHASE 1 development as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence northeasterly along said ONE PASCO CENTER-PHASE 1 development's north boundary to the northeasterly corner of proposed parcel 3E-PHASE 3, according to the preliminary plan site geometry as prepared by Proctor and Redfern (formerly Housel & Associates) - Project Number 850901; being N 72° 18' 46" E a distance of 453.89 feet from the Point of Beginning for said ONE PASCO CENTER-PHASE 1 as recorded in Plat Book 25, pages 28-31 of the Pasco County Public Records; thence southerly along the easterly boundary of said proposed parcel 3E, to the northeasterly corner of parcel 7 of said ONE PASCO CENTER-PHASE 1; thence southerly along the easterly boundaries of parcels 7, 6, 5, 4, 3, 2 and the southerly extension of the east boundary of parcel 1 of said ONE PASCO CENTER-PHASE 1, to the northerly right of way line of State Road 52; thence westerly along said right of way line to the west boundary of the east 1/2 of Section 9, T25S, R20E and the point of termination.

PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN

TAMPA ELECTRIC COMPANY

AND

WITHLACOCOCHEE RIVER ELECTRIC COOPERATIVE, INC.

1. Dade City Area

This portion of the Company's service area is described as that area lying within the boundaries of municipal corporations, including Dade City, San Antonio and St. Lee, and the surrounding areas within the boundary lines shown on the attached Exhibit A. The proposed territorial amended boundary line is described as follows:

CANNON RANCH DEVELOPMENT

Commence at the northwest corner of the northeast 1/4 of Section 16, T25S, R20E; thence east along the north boundary of said Section 16, to a point 1008.27 feet west of the northeast corner of said Section 16; and the point of beginning where the territorial boundary goes through the proposed Cannon Ranch Development according to the Master Development Phasing Plan, prepared by Florida Technical Services, Inc. and Ekistics Design Studio, February 2, 1988, revised May 31, 1989 - project number 020166.2; thence north 109.97 feet to a point in the southeast 1/4 of Section 9, T25S, R20E, being 1008.27 feet west and 109.97 feet north of the southeast corner of said Section 9; thence east 420.60 feet to a point 597.67 feet west and 109.97 feet north of the southeast corner of said Section 9; thence north 1222.99 feet to a point 1320.26 feet north and 599.85 feet west of the southeast corner of said Section 9; thence northeast 1131.51 feet to a point on the east boundary of said Section 9 being 2279.67 feet north of the southeast corner of said Section 9; thence east 1368.00 feet to the east boundary of the west 1/4 of Section 10, T25S, R20E, being 2279.53 feet north of the southeast corner of said west 1/4 of Section 10; thence southeast 1080.62 feet to the westerly right of way line of the main proposed collector road, being 1632.41 feet north and 865.43 feet east of the southeast corner of said west 1/4 of Section 10; thence southeasterly along the westerly right of way line of said proposed collector road to the point of tangency, being 531.78 feet east and 310.69 feet north of the southwest corner of the east 1/2 of said Section 10; thence southwest 1938.32 feet to a point in the west 1/2 of Section 15, T25S, R20E, being 1439.97 feet south and 1118.45 feet east of the northeast corner of the west 1/4 of said Section 15; thence east 1597.22 feet to a point 1361.78 feet north and 1426.67 feet west of the southeast corner of the north 1/2 of said Section 15; thence southeast 1077.79 feet to the easterly right of way line of the proposed southeast spur of the collector road, being 616.86 feet north and 647.75 feet west of the southeast corner of the north 1/2 of said Section 15; thence northeasterly along the easterly right of way line of said proposed southeast spur of the collector road to a point in the west 1/2 of Section 14, T25S, R20E, being 907.86 feet east and 1333.13 feet north of the southwest corner of the north 1/2 of said Section 14; thence southeast 986.35 feet to a point 662.06 feet north and 1630.74 feet east of the southwest corner of the north 1/2 of said Section 14, thence east 1049.18 feet to the westerly right of way line of State Road 577, being 662.06 feet north and 2679.92 feet east of the southwest corner of the north 1/2 of said Section 14; thence northeasterly along the westerly right of way of said State Road 577 to a point on the east boundary of the west 1/2 of the east 1/2 of said Section 14, being 1626.89 feet south of the northeast corner of said west 1/2 of the east 1/2 of said Section 14, and the point of termination through said Cannon Ranch Development.

TAMPA ELECTRIC COMPANY

DOCUMENT NO. 9

PAGE 1 OF 1

PROPOSED TERRITORIAL BOUNDARY LINE ADDITION BETWEEN

TAMPA ELECTRIC COMPANY

AND

WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC.

1. Folk County Area

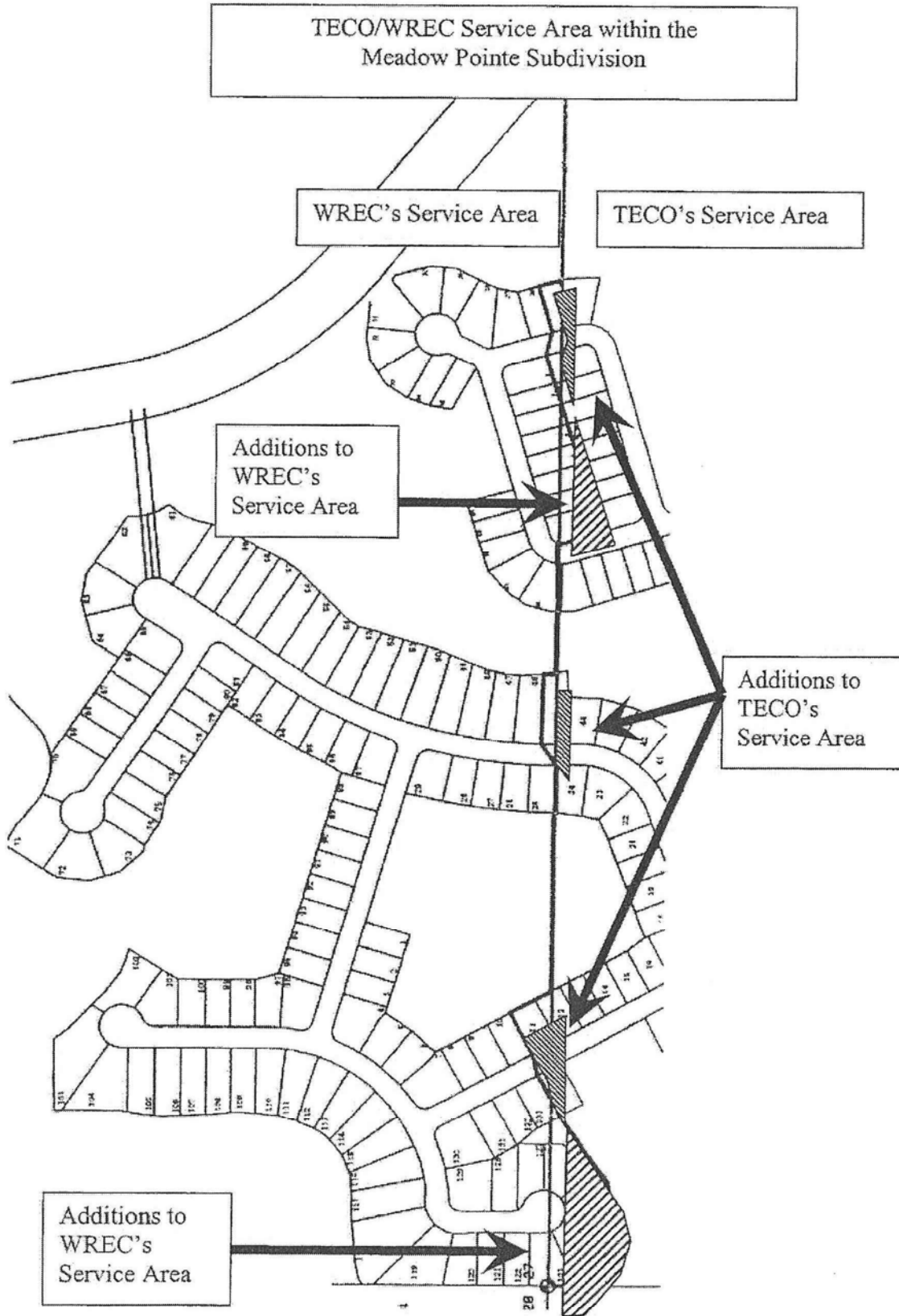
Begin at the SW corner of Section 31, T26S, R23E; thence north along the west boundaries of Sections 31 and 30, T26S, R23E to the NW corner of the south half of the north half of Section 30, T26S, R23E; thence east along the north boundary of said south half of the north half to the east boundary of said Section 30; thence continue east along the north boundary of the south half of the north half of Section 29, T26S, R23E, to the east boundary of the west half of said Section 29; thence north along said east boundary to the north boundary of said Section 29; thence continue north along the west boundary of the east half of Section 20, T26S, R23E, to the north boundary of the south half of said Section 20; thence east along said north boundary to the east boundary of said Section 20; thence continue east along the north boundary of the south half of Section 21, T26S, R23E, to the intersection with the centerline of Sherrouse Road; thence easterly along the centerline of said road to another intersection with the north boundary of the south half of Section 21, T26S, R23E; thence east along said north boundary to a point 769.80 feet west of the intersection of said north boundary and the westerly right-of-way U.S. Highway 98 (SR 700 & 35) and make a turn to the right and run southeasterly on a line parallel with and 553.84 feet from the said westerly right-of-way of U.S. Highway 98 to the south boundary of said Section 21; thence east along south boundary to the east boundary of said Section 21; thence continue east along the south boundary of Section 22, T26S, R23E to the east boundary of the west half of the west half of said Section 22; thence north along said east boundary 2616.65 feet; thence east and parallel to the north boundary of the south half of said Section 22, to the east boundary of said Section 22; thence north along said east boundary to the north boundary thereof; thence continue north along the east boundary of Sections 15, 10, and 3, all in T26S, R23E to the NW corner of Section 2, T26S, R23E; thence west along said south boundary of Section 34, T25S, R23E to the southwest corner of Section 34, T25S, R23E; thence north along the west boundaries of Sections 34, 27, 22, 15, and 10, T25S, R23E to the center line of the Withlacoochee River and the Folk - Sumter County line and the Point of Termination.

TAMPA ELECTRIC COMPANY

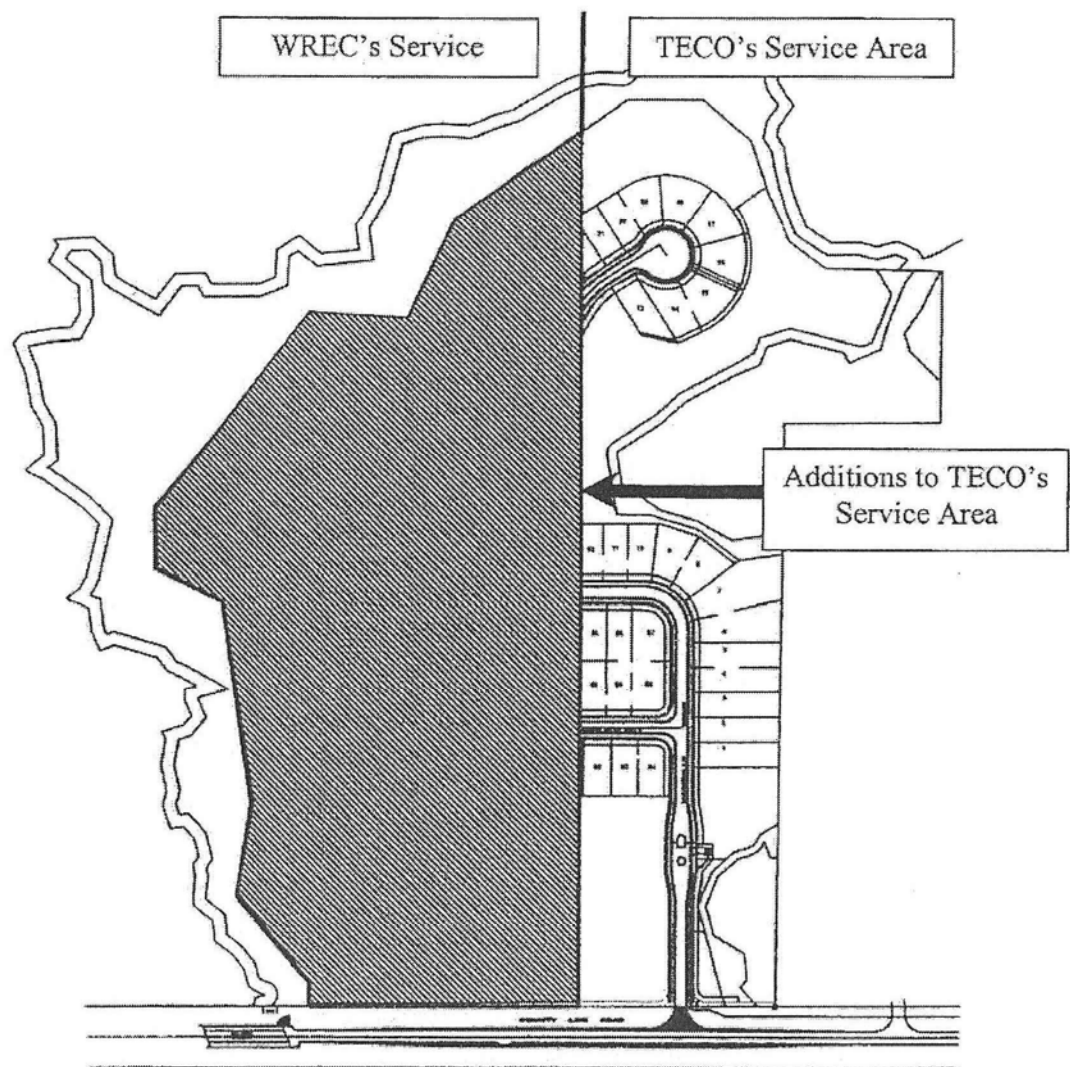
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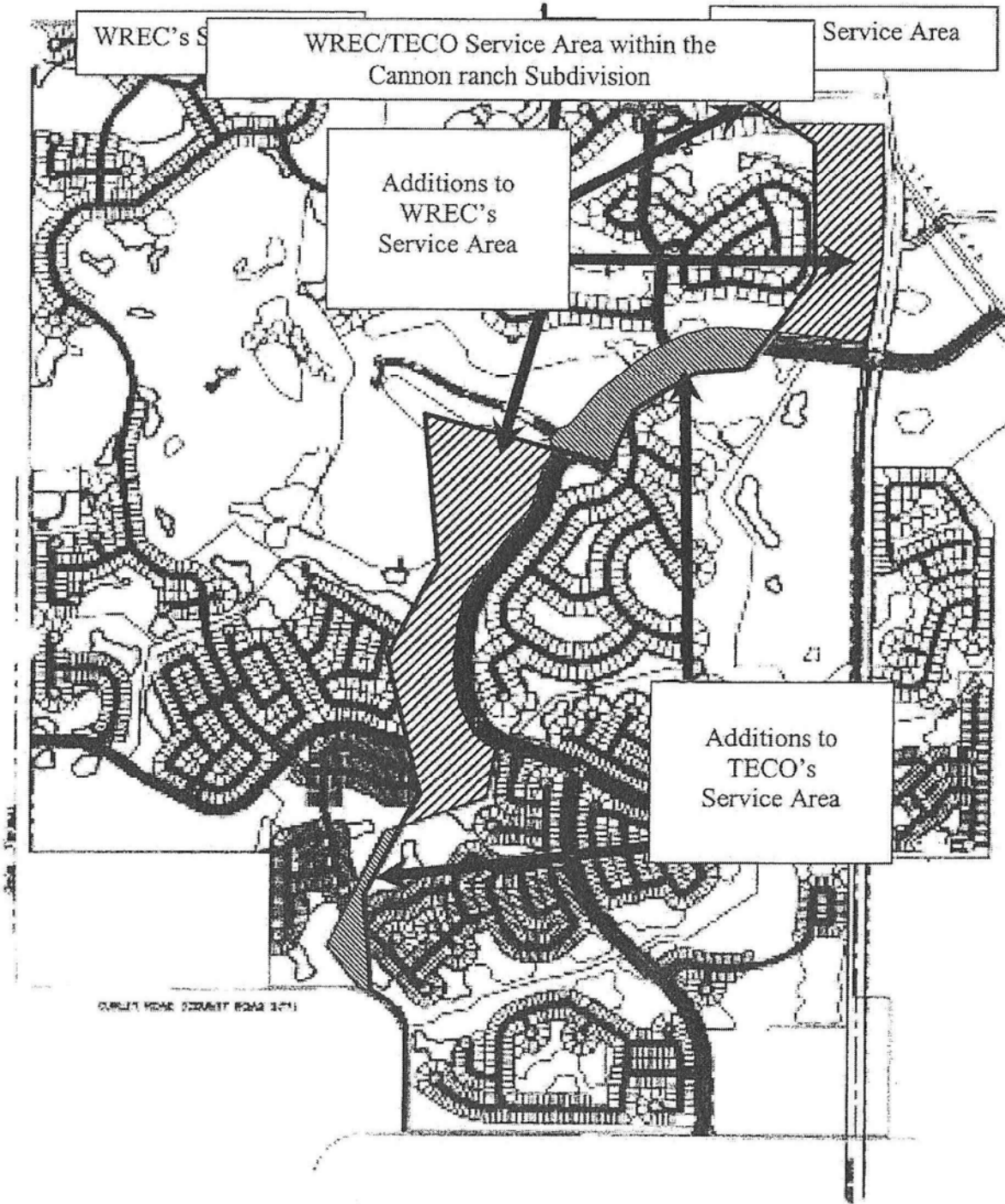
PAGE 1 OF 1

EXHIBIT B



WREC/TECO Service Area within the Belle Chase Subdivision





10

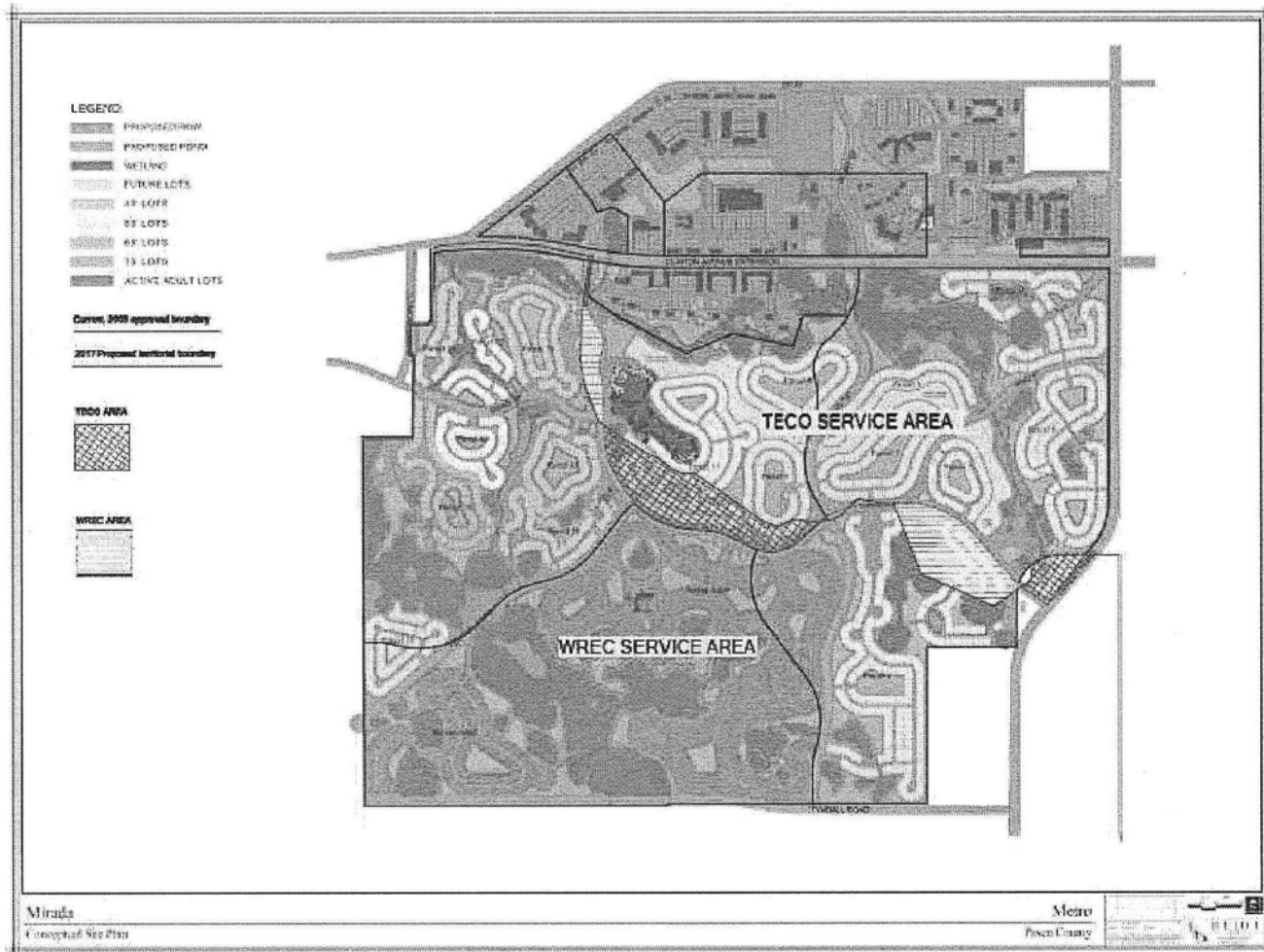
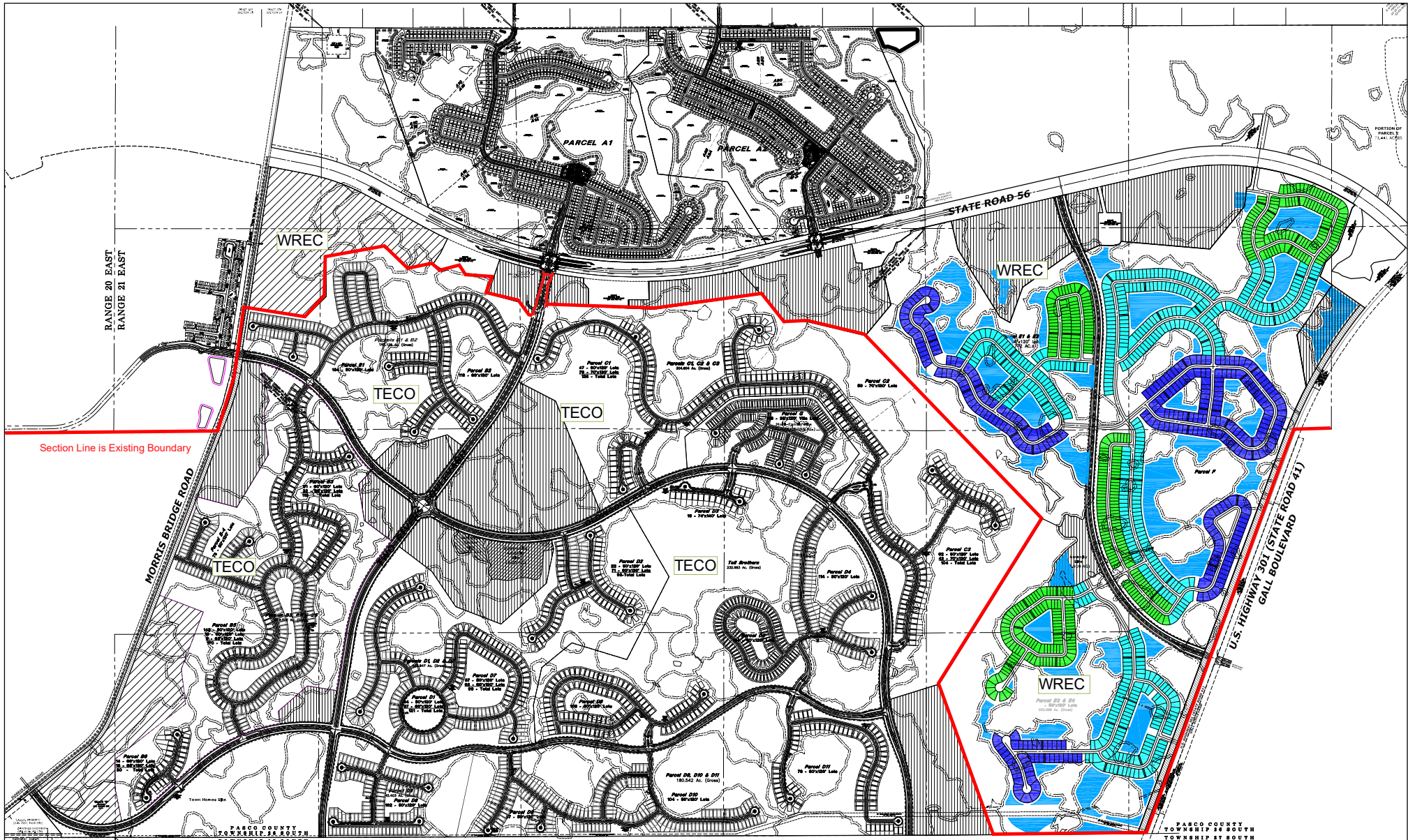


EXHIBIT C

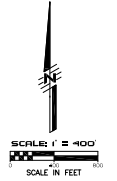


Section Line is Existing Boundary

Note: The boundary is the centerline of Morris Bridge Road and US Highway 301 where the boundary follows these roads.

LOT SUMMARY

Parcel A1	457 Lots
Parcel A2	466 Lots
Parcel B1	134 Lots
Parcel B2	118 Lots
Parcel B3	113 Lots
Parcel B4	73 Lots
Parcel B5	170 Lots
Parcel B6	30 Lots
Parcel C1	126 Lots
Parcel C2	50 Lots
Parcel C3	104 Lots
Parcel D1	121 Lots
Parcel D2	93 Lots
Parcel D3	16 Lots
Parcel D4	114 Lots
Parcel D5	104 Lots
Parcel D6	108 Lots
Parcel D7	90 Lots
Parcel D8	102 Lots
Parcel D9	67 Lots
Parcel D10	104 Lots
Parcel D11	78 Lots
Parcel E1&E2	252 Lots
Parcel E3&E4	291 Lots
Parcel F	744 Lots
Parcel G	148 Lots
TOTAL	4,282 Lots

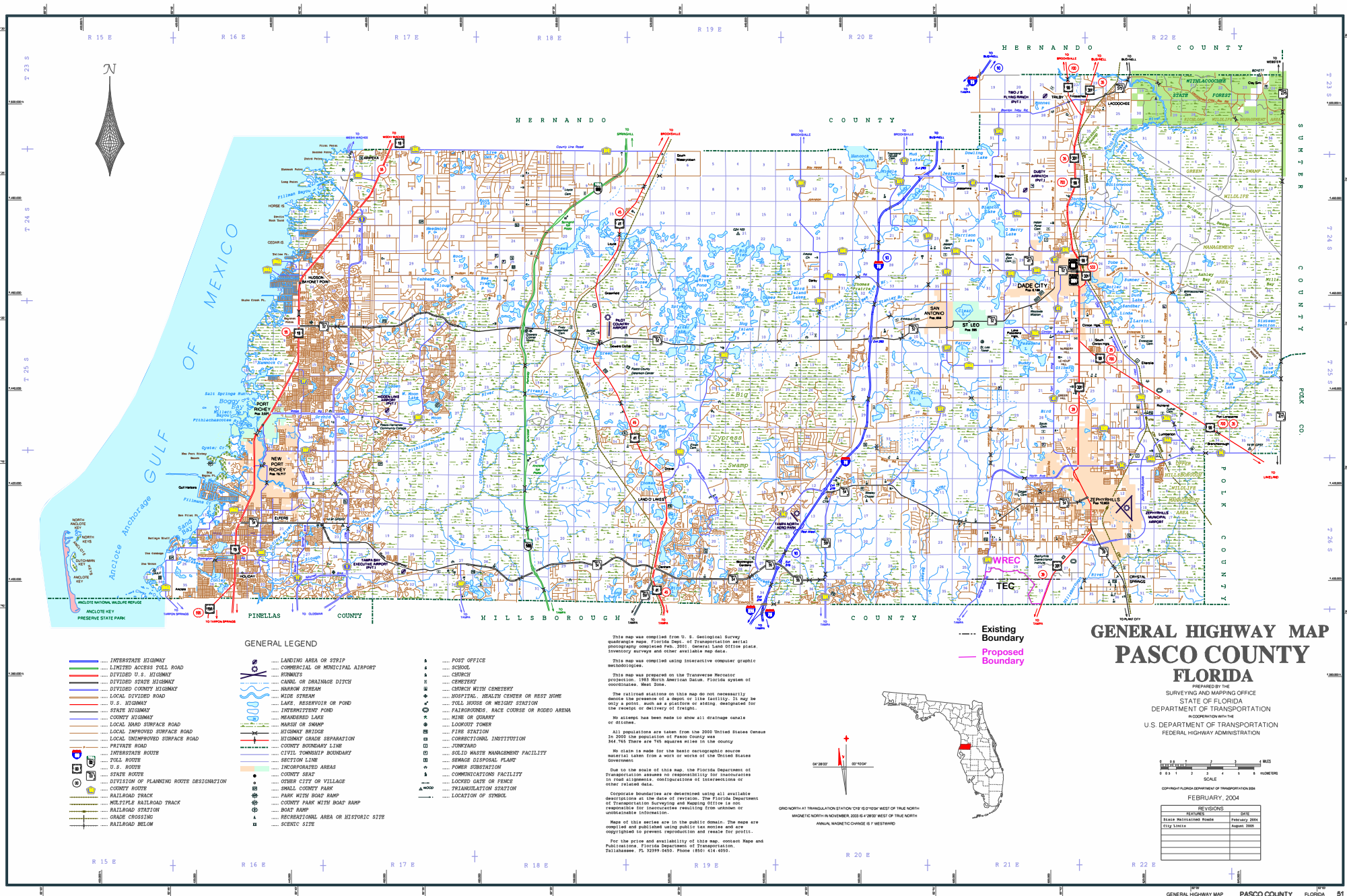


TWO RIVERS

DATE: July 30, 2021

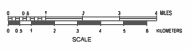
Prepared By:
AMERRITT, INC.
 LAND SURVEYING & MAPPING
 Licensed Business Number LB 7778
 3010 W. Azalea Street, Suite 150
 Tampa, FL 33609
 PHONE: (813) 221-5000

EXHIBIT D



GENERAL HIGHWAY MAP PASCO COUNTY FLORIDA

PREPARED BY THE
SURVEYING AND MAPPING OFFICE
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



FEBRUARY, 2004

REVISIONS		DATE
1	State Restricted Road	February 2004
2	City Streets	August 2004

- GENERAL LEGEND**
- INTERSTATE HIGHWAY
 - LIMITED ACCESS TOLL ROAD
 - DIVIDED U.S. HIGHWAY
 - DIVIDED STATE HIGHWAY
 - DIVIDED COUNTY HIGHWAY
 - LOCAL DIVIDED ROAD
 - U.S. HIGHWAY
 - COUNTY HIGHWAY
 - LOCAL ROAD SURFACE ROAD
 - LOCAL IMPROVED SURFACE ROAD
 - LOCAL UNIMPROVED SURFACE ROAD
 - PRIVATE ROAD
 - INTERESTED ROUTE
 - TOLL ROUTE
 - U.S. ROUTE
 - STATE ROUTE
 - DIVISION OF PLANNING ROUTE DESIGNATION
 - COUNTY ROUTE
 - RAILROAD TRACK
 - MULTIPLE RAILROAD TRACK
 - RAILROAD STATION
 - GRADE CROSSING
 - RAILROAD BELG

- LANDING AREA OR STRIP
- COMMERCIAL OR MUNICIPAL AIRPORT
- RAILROAD
- CANAL OR DRAINAGE DITCH
- NARROW STREAM
- WIDE STREAM
- LAKE, RESERVOIR OR POND
- UNIMPROVED ROAD
- MEANDERING LAKE
- MARSH OR SWAMP
- HIGHWAY GRADE SEPARATION
- COUNTY BOUNDARY LINE
- CIVIL TOWNSHIP BOUNDARY
- SECTION LINE
- INCORPORATED AREAS
- COUNTY SEAT
- OTHER CITY OR VILLAGE
- SMALL COUNTY PARK
- PARK WITH BOAT RAMP
- COODNY PARK WITH BOAT RAMP
- BOAT RAMP
- RECREATIONAL AREA OR HISTORIC SITE
- SCENIC SITE

- POST OFFICE
- SCHOOL
- CHURCH
- CEMETERY
- GOLF COURSE WITH CLUBHOUSE
- HOSPITAL, HEALTH CENTER OR REST HOME
- TOLL HOUSE OR WEIGHT STATION
- FAIRGROUNDS, RACE COURSE OR RODEO ARENA
- MINE OR QUARRY
- LOOKOUT TOWER
- FIRE STATION
- CORRECTIONAL INSTITUTION
- JUNCTION
- SOLID WASTE MANAGEMENT FACILITY
- SEWAGE DISPOSAL PLANT
- POWER SUBSTATION
- FIRE STATION
- COMMUNICATIONS FACILITY
- LOCKED GATE OR FENCE
- TRIANGULATION STATION
- LOCATION OF SYMBOL

This map was compiled from U. S. Geological Survey quadrangle maps, Florida Dept. of Transportation aerial photography, complete Pub. 3001 General Land Office plate, inventory surveys and other available map data.

This map was compiled using interactive computer graphic methodologies.

This map was prepared on the Transverse Mercator projection, 1983 North American Datum, Florida system of coordinates, Mean Sea.

The railroad stations on this map do not necessarily denote the presence of a depot. This facility. It may be only a point such as a platform or siding designated for the receipt or delivery of freight.

No attempt has been made to show all drainage canals or ditches.

All population data taken from the 2000 United States Census. In 2000 the population of Pasco County was 344,765. There are 745 square miles in the county.

No claim is made for the best cartographic source material taken from a work or works of the United States Government.

Due to the scale of this map, the Florida Department of Transportation assumes no responsibility for inaccuracies in road alignments, notations of instructions or other related data.

Corporate boundaries are determined using all available descriptions at the date of revision. The Florida Department of Transportation assumes no responsibility for inaccuracies in road alignments, notations of instructions or other related data.

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For the price and availability of this map, contact Maps and Publications, Florida Department of Transportation, Tallahassee, FL 32399-0450. Phone (904) 414-6000.



GRID NORTH AT TRIANGULATION STATION '019 57'00" WEST OF TRUE NORTH
MAGNETIC NORTH IN PARALLEL 100' 0" WEST OF TRUE NORTH
ANNUAL MAGNETIC CHANGE 5" WESTWARD