



**West Florida Electric
Cooperative Association, Inc.**

A Touchstone EnergySM Partner



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July 30, 2001

Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0985

RECEIVED-FPSC
01 JUL 30 PM 4:14
COMMISSION
CLERK

RE: Docket No.: 010441-EU

Dear Ms. Bayo:

Enclosed is the original and 15 copies of the Direct Testimony of the following individuals:

- William S. Rimes** - 09271-01
- Russell L. Dunaway** - 09272-01
- Gary F. Clark** - 09273-01
- Joseph E. Perry, III P.E.** 09274-01
- Jeff Parish** 09275-01
- Damon Morgan** 09276-01
- James A. Brook** 09277-01

Also, enclosed herewith the direct testimonies is a self-addressed stamped envelope and a copy of this letter. Will you kindly date stamp and return the copy to the address printed on the envelope.

If you have any questions, please call.

Sincerely,

Gary F. Clark, C.E.M.
Vice President, Member Services

- APP _____
- CAF _____
- CMP _____
- COM 308
- CTR _____
- EGR _____
- LEG T
- OPC _____
- PAI _____
- RGO _____
- SEC T
- SER _____
- OTH _____

/bma

Enclosure

xc: John H. Haswell, Esquire
Jeffrey A. Stone, Esquire

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FPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Territorial Dispute Between
West Florida Electric Cooperative
Association, Inc. and Gulf Power
Company in Washington County,
Florida.

Docket No.: 010441-EU

Date Filed: July 30, 2001

DIRECT PREFILED TESTIMONY

OF

GARY F. CLARK

FOR

**WEST FLORIDA ELECTRIC
COOPERATIVE ASSOCIATION, INC.**

DOCUMENT NUMBER - DATE

09273 JUL 30 2001

FPSC-COMMISSION CLERK

1 West Florida Electric Cooperative Association, Inc.

2 Before the Florida Public Service Commission

3 Prepared Direct Testimony of

4 Gary F. Clark

5 Docket No. 010441-EU

6 Date of Filing: July 30, 2001

7

8 Q. Would you please state your name and business address?

9 A. My name is Gary F. Clark and my business address is 5282
10 Peanut Road, Post Office Box 127, Graceville, Florida 32440.

11 Q. What is your current occupation?

12 A. I am the Vice President of Marketing and Member Services for
13 West Florida Electric Cooperative Association, Inc., with
14 headquarters in Graceville, Florida. I have been employed by
15 West Florida since August 1988.

16 Q. Please summarize your educational and professional background.

17 A. I have an Associates Degree from Chipola Jr. College. I have 13
18 years experience in the electric utility business, 10 of those years
19 at management level. I am a Certified Energy Manager through
20 the National Association of Energy Engineers. I am a member of
21 the Association of Energy Engineers. In addition, I am also a
22 member of several other professional associations. I am an
23 elected official serving on the Washington County School Board. I
24 am also a local business owner, as a managing partner in a chain
25 of 14 fast food restaurants. I have served for 11 years on the

1 Board of Directors of the Washington County Chamber of
2 Commerce. Three years as President, and currently as the
3 Chairman of the Economic Development Committee. I also
4 currently serve as the Chairman of the Board of Trustees of
5 Chipola Jr. College.

6 Q. What are your current responsibilities as Vice President of
7 Marketing and Member Services?

8 A. I oversee and direct the day-to-day operations of marketing,
9 member services, communications, public relations, governmental
10 affairs and economic development. In addition, I work closely with
11 other senior management staff to develop policy and corporate
12 strategy in the best interest of our 20,000 member owners.

13 Q. What is the purpose of your testimony?

14 A. To testify as to the nature of the service area involved in the
15 dispute with Gulf Power Company, to describe the historic service
16 area of the two utilities involved, the nature of the dispute, the
17 events that lead to this dispute, attempts at resolutions to this
18 dispute prior to the filing of any litigation, and other issues as
19 called upon.

20 Q. You are familiar, of course, with the Petition filed by West Florida
21 in Docket No. 010441-EU to resolve a dispute with Gulf Power
22 Company over electric service to a gas compression station near
23 Hinson's Crossroads.

24 A. Yes, I am, and I have provided some of the information that is
25 contained in the Petition.

1 Q. What has been your role in the dispute?

2 A. I have acted as the primary contact between all of the parties
3 involved in the dispute.

4 Q. And, who would those parties be?

5 A. West Florida Electric Cooperative Association, Inc., Gulf Power
6 Company, Alabama Electric Cooperative, Inc., Enron, and Florida
7 Gas Transmission.

8 Q. Would you please relate the events that lead to this dispute?

9 A. Yes. The events leading up to this dispute begin in 1995 when
10 West Florida was contacted by Enron about a new compressor
11 load that they were evaluating to use at the Hinson Crossroads
12 Station, which they identified as Station 13.

13 Q. How familiar are you with service to the Compressor Station 13?

14 A. Quite familiar. First, since 1995, I have served as the Manager of
15 Marketing and Development and have had responsibilities in the
16 area of economic development. Due to the fact that I live in
17 Washington County, most issues that came up in the Washington
18 County area I had first hand knowledge of and was kept informed
19 of, by then, General Manager Jerry Smith. In addition, I have
20 researched all of the Cooperative's files regarding our proposal in
21 1996 to Enron/FGT and have kept those documents in my custody
22 at the Cooperative.

23 Q. The documents you referred to are business records of West
24 Florida?

25 A. Yes. They are business records of West Florida, and I am a

1 custodian of those records.

2 Q. Please continue with your summary?

3 A. West Florida and Alabama Electric Cooperative, Inc.
4 corresponded with FGT for several months regarding the proposal
5 and then in June of 1996 discussion ceased. As I recall, Enron
6 indicated that they needed electricity in the two cent per kWh
7 range in order to make this project feasible. It was not until
8 November of 2000 that we became aware that Enron had decided
9 to pursue this option again. At this point I called Jim Brook at
10 Alabama Electric Cooperative, Inc. and asked if he had heard
11 from them regarding power for the station. Russell Dunaway will
12 address in greater detail events between 1995 and November
13 2000. My primary responsibility is to address matters that
14 occurred from November 2000 to the date of filing of the Petition
15 to resolve the dispute.

16 Q. Why did you call Alabama Electric Cooperative, Inc. to see if
17 Enron had requested power from you?

18 A. First, you must understand the relationship between Alabama
19 Electric Cooperative, Inc. and West Florida. West Florida is one
20 of 16 cooperatives in northwest Florida and south Alabama that
21 owns Alabama Electric Cooperative, Inc. Alabama Electric
22 Cooperative, Inc. is wholly owned by the members it serves just
23 as West Florida is wholly owned by its 20,000 member owners.
24 West Florida and the other cooperatives each have two
25 designated seats on the board of directors at Alabama Electric

1 Cooperative, Inc. Because it is not feasible for each of the
2 cooperatives to have staff designated to specific responsibilities
3 and experts in every subject area, we pool our resources and
4 utilize staff at Alabama Electric Cooperative, Inc. for certain
5 functions. They operate in many cases as an extension of West
6 Florida's staff. For example, Alabama Electric Cooperative, Inc.
7 has 4 staff persons devoted to full-time economic development for
8 the cooperatives. When we have a large project we simply pick
9 up the phone and call Alabama Electric Cooperative, Inc. and they
10 put a person on the project on our behalf, full-time, if necessary.
11 Alabama Electric Cooperative, Inc. has been assisting the
12 cooperatives with economic development since the late '80's. I
13 knew that Jim Brook had been involved in the initial proposal to
14 Enron and that Alabama Electric had numerous contacts at Enron
15 because of other gas deals. I thought that since they had
16 communicated with Jim in the past, and that they knew our
17 relationship, that they might contact him again.

18 Q. Please continue with your summary.

19 A. In November of 2000 a friend of mine informed me that he was
20 working at the Hinson Crossroads surveying a new right-of-way
21 for a Gulf Power transmission line to the Hinson Crossroads.
22 Further investigation revealed that indeed Gulf Power was
23 attempting to acquire right-of-way in this area. After discussing
24 this with our staff and board, I called Jim Brook with AEC and
25 asked him if he had been contacted by FGT about their expansion

1 plans. Jim was surprised that the issue had come up again and
2 informed me that no one had contacted him. He advised me that
3 he would make a few calls and see what he could find out. The
4 reason I called Jim Brook was because I remembered that he had
5 worked on this project in 1996 with WFEC former manager Jerry
6 Smith, when we made a proposal to serve this facility. Jim said
7 that he had received no contact from FGT/Enron, but that he
8 would call Mark Knippa and ask him what was going on. I then
9 asked Jim if he would assist WFEC in finding out why we were not
10 contacted and see if FGT/Enron was willing to discuss it's plans
11 with the cooperative. On December 6th I received an e-mail from
12 Jim Brook indicating that he had called Mark and that he had not
13 received a response. Later that morning I received another e-mail
14 from Jim stating that he had communicated with Frank diMont with
15 Enron and that they were planning an upgrade that consisted of 2-
16 12000 hp motors with a capacity factor of 1. Jim's memo also
17 indicated that according to Mr. DiMont, Gulf Power would be
18 serving the facility. On December 7th I received another e-mail
19 from Jim Brook indicating that John Gordon had called him back
20 and left information regarding the pumping station. This
21 information only added the estimated annual load factor to the
22 other information. On December 18th WFEC sent a certified letter
23 to FTG's Regional Manager, informing him that we needed more
24 information. Fearing that there might be a communication
25 breakdown we sent a similar letter to Mark Knippa on December

1 27th. Damon Morgan called me the first week in January and
2 played a recorded message that was left for him by David Fairley
3 of Enron. David's message indicated that a deal had already
4 been cut with Gulf and that it was a twenty year deal and that they
5 made a mistake by circumventing WFEC. On January 29th, I sent
6 a follow up letter to Mark Knippa advising him that we had still not
7 received enough information about the motors and load and that
8 we assumed by the lack of response that they had no intention of
9 supplying this information. It was also at this point that we put
10 them on notice of our intent to file a territorial dispute. Copies of
11 this letter were also sent to GPC. At this point we asked AEC to
12 assist us in trying to work with FGT/Enron since they had contacts
13 with the company and since any information needed would be
14 used by them as well. Damon Morgan agreed to take the lead on
15 this for WFEC and initiated numerous phone calls and visits with
16 Enron staff. In early March WFEC was advised by its counsel that
17 Enron and GPC had filed a joint petition for declaratory statement
18 regarding GPC's service to the facility. On March 6, WFEC sent
19 another letter to Mark Knippa at Enron advising him that this load
20 was rightfully WFEC's and that to date we have not received any
21 information regarding the proposed load. On March 14th I wrote
22 Ted Spangenberg with GPC a letter advising him of WFEC's
23 objection to GPC's territorial infringement and offered to meet with
24 him to discuss my concerns and to see if we could work out an
25 amicable solution see Exhibit _____ (GC-1). Following this letter

1 Enron initiated a conference call to AEC and WFEC to address
2 their concerns. A summary of the call is attached as Exhibit
3 _____ (GC-2). On March 21, I sent Ted another letter advising
4 him that WFEC would consider dropping its pursuit of this load in
5 exchange for a PSC approved territorial agreement that would
6 assign certain other loads that had expressed interest in being
7 served by the cooperative or loads that we believe were taken
8 unfairly by GPC but never challenged. WFEC attempted on
9 several occasions to negotiate a settlement of this dispute prior to
10 taking its pleas to the PSC. On each occasion GPC offered no
11 response to our offers to settle and offered no counter proposals.
12 On April 6th I received a response from Ted Spangenberg stating
13 that while GPC was interested in pursuing a territorial agreement,
14 that it could not in any way affect their deal with Enron. I met again
15 with Ted to exchange maps and ideas. Ted and I agreed to
16 continue discussions along the lines of the agreement with Chelco
17 and Gulf Coast. Ted agreed to forward me an electronic format of
18 both agreements. To date I have not received them. All contact
19 ceased at the point that we filed the territorial dispute. The main
20 point of my summary is to point out that we have been asking for
21 information on the proposed site since December 2000, and as of
22 the date we filed our dispute, we have heard nothing from them
23 that would provide us with that information.

24 Q. Have you yet received all the information from Enron to make a
25 concrete proposal?

1 A. No.

2 Q. Did you ever send Enron a proposal to serve the facility?

3 A. West Florida sent a proposal to Enron in 1996 to serve the facility.

4 We used the information that they provided at the time to make a

5 proposal. In regards to their recent request for a proposal, no sir.

6 We did not know what to propose. Until we received the discovery

7 last week we still did not even know the operating voltage of the

8 motors. The load was also considerably larger than the 1996

9 proposal.

10 Q. Enron claims that they repeatedly asked West Florida for a

11 proposal to serve the facility and assumed by no response that

12 you were not interested in serving the facility. Why didn't you just

13 send something?

14 A. We were receiving lots of conflicting information and nothing was

15 solid. They finally sent us a short description of the project via e-

16 mail. Exhibit _____ (GC-3). We could not make a decent

17 proposal based on this information. We actually drafted a

18 proposal with a lot of blanks left in it that we could fill in as soon as

19 we had solid data, but we never received the information we

20 requested. We later learned that GPC and Enron had already

21 signed a contract, yet they were still dragging us along saying that

22 we never sent them a proposal. In addition, we repeatedly sent

23 registered letters to Enron, reminding them that we needed more

24 data.

25 Q. Why did you need additional information?

1 A. We knew up front from our past experience that price was going to
2 be an issue. We wanted to make a fair proposal that would meet
3 their needs as well as to protect the other ratepayers. We
4 contacted our rate-consulting firm, CH Gurnsey and had them
5 begin some preliminary work in January 2001. It is our intention to
6 establish a new rate for this special class of customer.

7 Q. What prevented you from proceeding with the request for a new
8 rate?

9 A. We still didn't have sufficient information from Enron or GPC
10 regarding the voltage, transformer size, future loads, contract
11 terms, contributions in aid of construction, issues regarding who
12 would own the sub-station, etc. Enron has yet to give us the
13 information that we requested.

14 Q. Do you have a rate that FGT/Enron could take service under?

15 A. Yes, our large power rate is applicable to any customer whose
16 load is over 500 kva. Enron would certainly qualify. However,
17 with a load of this size we would, provided that we had all of the
18 information necessary, establish a new rate to fit the customer's
19 requirements that was fair for a high load factor, large industrial
20 user.

21 Q. Have you ever submitted a rate for a large high load customer?

22 A. Yes, we did. We filed one several years ago with the
23 Commission, but were told by the Commission that we must first
24 have a customer in the class prior to filing a rate. Russell
25 Dunaway will go into more detail in his testimony.

1 Q. Why did West Florida feel that it was necessary to file a territorial
2 dispute?

3 A. We have been serving FGT at this location since approximately
4 1962. Over the years, we have worked cooperatively with FGT
5 personnel to insure that all of their energy needs were met. In
6 addition to serving this particular site we have served the Hinson
7 Crossroads since 1946. Several hundred residents depend on the
8 cooperative for everyday energy needs. Gulf Power has never
9 expressed any interest in servicing these low-density areas until
10 such a time comes that they become profitable. In the interest of
11 all 20,000 member owners of the cooperative, West Florida feels
12 strongly that it must protect its historical service area to continue
13 our efforts to achieve an average per consumer kWh consumption
14 that keeps overall average costs down and maintain and improve
15 our competitive position. This type of load has a much greater
16 positive economic impact on West Florida than it does for Gulf
17 Power. West Florida feels that once again its territorial rights have
18 been violated by GPC and only because there is now a profit
19 motive for GPC. Finally, West Florida feels that of the many
20 territorial violations we believe have occurred in the past few
21 years, this is the most flagrant.

22 Q. Would you please describe the area in dispute?

23 A. The area in dispute is essentially the area within a four-mile radius
24 of Hinson Crossroads, and the location of the site where FGT
25 owns and operates Station 13 is a 35-acre parcel on which Station

1 13-A will be constructed. In general, West Florida believes that
2 the disputed area is the area around what is known as Hinson
3 Crossroads. I would describe the area as remote and very rural.
4 There are approximately 390 services in the immediate area.
5 There are no stores, shops, industries or businesses of any kind
6 with the exception of FGT, a bait and tackle shop and a junkyard,
7 within 7 miles of the crossroads. The area is comprised mostly of
8 single-family residences, fishing camps and farming operations. I
9 have included a more detailed description of the area as Exhibit
10 _____ (GC-4).

11 Q. What is presently located on the 35-acre parcel known as Station
12 13?

13 A. From the visible evidence the site consist of several buildings,
14 pipes from the transmission lines, a parking lot, several large oak
15 trees all contained within a chain link fence.

16 Q. Where is Station 13-A that is alluded to in the Gulf Power/Enron
17 Petition for Declaratory Statement?

18 A. According to the diagrams obtained from the Environmental
19 Report that FGT filed with the Federal Energy Regulatory
20 Commission for its Phase V Expansion Project Exhibit _____
21 (GC-5), Station 13-A is located on the same 35-acre parcel and
22 physically joins Station 13. According to those diagrams, the two
23 facilities share all common facilities, including offices, parking lots,
24 driveways, and employees. An aerial view of the site is depicted
25 in my Exhibit _____ (GC-7). In my opinion, the sites are the

1 same. In addition, I have included current photos that I took of the
2 property and the surrounding area, which are included as a
3 composite in Exhibit _____ (GC-6).

4 Q. How far is Station 13 from proposed Station 13-A?

5 A. They are interconnected according to their diagrams.

6 Q. Where is the proposed substation to be located?

7 A. According to the diagram the substation is to be located adjacent
8 to the highway, on the property owned by FGT within the existing
9 fenced area.

10 Q. How far is this from Station 13?

11 A. Approximately 100 yards, maybe less.

12 Q. How far is this from the proposed Station 13-A?

13 A. It looks to be less than 100 yards.

14 Q. Who owns this 35-acre parcel of land?

15 A. West Florida employed a local independent title company,
16 Washington County Abstract, to do a title search on the property.
17 The property is titled to Florida Gas Transmission. A copy of the
18 report is attached as Exhibit _____ (GC-8).

19 Q. Do you know the history of this property prior to its conversion to a
20 pumping station?

21 A. Yes sir, after discussing this with our Board President, Mr. John
22 Worthington, who lives next door to the site, I determined that his
23 grandfather, John Newton Lee, is the one who sold this property
24 to FGT. This is backed up by the title report that we obtained. Mr.
25 Worthington's grandfather lived on this property and

1 resided there when West Florida first brought power to the area in
2 1946.

3 Q. So West Florida has provided electricity to this property for 55
4 years?

5 A. Yes, that is correct.

6 Q. What can you tell me about the current electrical facilities that
7 West Florida uses to serve FGT?

8 A. We have a three-phase service on that property now. See my
9 Exhibit _____ (WR-1).

10 Q. What is the current annual energy consumption of Station 13?

11 A. The facility has peak monthly kw demand of 159 kw and an
12 average monthly kWh usage of 39343 kWh. See my Exhibit
13 _____ (GC-9).

14 Q. Do you have any reason to believe that this will increase?

15 A. Yes sir. According to the correspondence from Enron, we should
16 see an increase in their consumption at Station 13.

17 Q. How close is Gulf Power with three-phase service?

18 A. According to their maps, about 9 miles.

19 Q. How close is Gulf Power to the site with single-phase service?

20 A. About 4 miles in a straight line, however, I clocked the distance
21 from their closest residential customer to my knowledge, and its
22 over 6 road miles to the proposed site.

23 Q. Is WFEC capable of providing adequate and reliable service to the
24 disputed area?

25 A. Yes, it is, and it has been doing so for many years prior to GPC's

1 intrusion.

2 Q. Does this conclude your testimony?

3 A. Yes, at this time.

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AFFIDAVIT

STATE OF FLORIDA

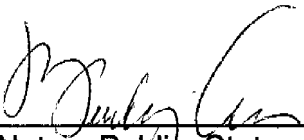
COUNTY OF Jackson

BEFORE ME, the undersigned authority personally appeared GARY F. CLARK, who being by me first duly sworn and who is personally known to me, deposed and says that the foregoing Pre-Filed Direct Testimony and Exhibits, if any, are true and correct to the best of his information, knowledge and belief.

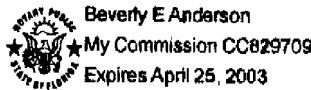


Gary F. Clark

Sworn to and subscribed before me this 26th day of July, 2001.



Notary Public, State of Florida
Print Name: Beverly E. Anderson
Commission Number:
Commission Expiration Date:





**West Florida Electric
Cooperative Association, Inc.**

A Touchstone EnergySM Partner



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March 14, 2001

Ted Spangenberg
Gulf Power
1230 E 15th St.
Panama City Beach, FL 32408

Dear Mr. Spangenberg:

Our respective utilities are in a dispute over service to an ENRON facility in West Florida Electric Cooperative Association, Inc's (WFEC) service area near Hinson's Crossroads in Washington County. Gulf Power Company (GPC) has filed a Petition with the Florida Public Service Commission (FPSC) asking for a declaratory statement on its rights and obligations, if any, to serve the ENRON facility. As you know, WFEC vigorously asserts its right to provide the requested service to ENRON, and will oppose GPC's request for a declaratory statement and WFEC will file its own petition to resolve a territorial dispute with GPC. Prior to doing so, and subject to the regulatory authority and approval of the FPSC, WFEC is willing to meet with GPC to explore ways to resolve this dispute and to determine if a resolution of the dispute may include the establishment of FPSC approved territorial boundary lines between our two utilities.

The FPSC encourages electric utilities to agree on service area boundaries, subject to its approval, to avoid range wars and the uneconomic duplication of electric facilities. Our discussions shall be deemed to be preliminary to and subject to FPSC approval and no agreement or understanding between WFEC and GPC shall be valid or binding until approved by the FPSC. We look forward to working with GPC to develop a resolution for submission to the FPSC.

Sincerely,

Gary F. Clark
Vice President, Member Services

/bma

cc: John H. Haswell
Frank Bondurant
William S. Rimes

*Bill Willingham
Gary Smith
Russell Dunaway
Susie Johnson 3/14/01*

OFFICE MEMORANDUM

ALABAMA ELECTRIC COOPERATIVE, INC.
Andalusia, Alabama

DATE: March 19, 2001
FROM: Damon Morgan
TO : WFEC/Enron/FGT file
Subject: 3/19/01 conference call

This morning a conference call was initiated by Enron (Mark Knippa, Chris Hubbard, Joe Memec?) with AEC (Damon Morgan, Art Brunson) and West Florida EC (Bill Rimes, Gary Clark, Russell Dunaway, and Mickey Woodam).

1. The Enron folks wanted to know why West Florida was upset over the Enron/Gulf Power arrangement at station 13a. We explained that this was a territorial issue between West Florida and Gulf Power, and West Florida felt that they must protect their service territory.
2. The Enron team contended that they had called West Florida two years ago to discuss this load but West Florida never showed interest. We challenged Enron to provide names, phone numbers or any documentation of this call. They could not.
3. Enron further stated that they had provided "load profile" information to Jim Brook and they never received a subsequent proposal. We discussed how limited this information was, and how we repeatedly asked for additional information by letter, but never received anything back from Enron.
4. A great deal of the discussion rehashed points #2 and #3 above but to no ones satisfaction.
5. Russell pointed out that we had sent a proposal to Enron in 1996 for serving this load so they should have known that we would be interested in it. The Enron group did not seem to be aware of this.
6. They stated that they did not send out an RFP for bids to serve this load. They looked at records showing who served the county. These records revealed that both West Florida and Gulf Power provided service. They then looked at the lines in the area and decided that Gulf Power should be the ones they should talk to. Enron contends that they did not court Gulf Power for serving this load, and never purposely intended to leave West Florida out. However, their deal is now signed with Gulf Power and they are going forward with that arrangement.

7. They stated that they had forwarded money to Gulf Power in October to begin r-o-w acquisition activities. I asked if they were paying aid-in-construction charges to Gulf. Enron stated that they were being served by Gulf's PX tariff and suggested that there was no aid-in-construction in addition to the standard tariff.
8. I said that WFEC hoped to one day have Enron as a customer at station 13a, and that WFEC fully expects that once the PSC rules on this issue, Enron will be their customer. We do not want to stress our relationship with this territorial problem, however, West Florida has no choice. Territorial encroachment by Gulf will continue until West Florida makes a stand. West Florida has decided that this is where they must make that stand. We continued to press for information on the load so that we can develop our own cost to serve and rates so that when/if the PSC awards the load to us, delays will be minimized. Enron's response was that they had made their deal with Gulf Power and were proceeding.
9. Finally, the Enron folks stated "Enron had better not be harmed by any action on West Florida's part". We stated that we thought that we could serve their load in the same manner that Gulf would, from the 230 kv system via the Southern Company Open Access Tariff. They then asked about the rate for service. We said that we don't know about the rate, because we don't know enough about the load yet to know what kind of rate we can offer. They suggested that if the PSC awards service to West Florida, "Enron will not tolerate any harm of any kind". We said that we hoped this would not be the case, but could not make any guarantees at this point because we don't know what our cost of service would be to serve the load until they provide the data we have requested. They then stated "West Florida and AEC had better count all of their costs before deciding to pursue this course of action any further". We asked if this was a threat. They said take for whatever you want it to be. End of call

(A composite of 5 pages)

Gary Clark

From: Jim Brook <jimbrook@powersouth.com>
To: <gclark@wfeca.net>
Sent: Wednesday, December 06, 2000 12:26 PM
Attach: Jim Brook (E-mail).vcf; Jim Brook (E-mail).vcf
Subject: FW: Summary of Project Status per FGTC/Enron; Hinson's Crossroads, Caryville Florida

Jim Brook

Vice President

Marketing, Communication, Information Systems

The Alabama Electric Cooperative Member System

PO Box 550

Andalusia, Alabama 36420

334.427.3267

334.399.2444

Alternate E-mail: jimbrook@alaweb.com

-----Original Message-----

From: Jim Brook
Sent: Wednesday, December 06, 2000 10:04 AM
To: 'Gary Clark (E-mail)'
Cc: 'William S. Rimes (E-mail)'; Gary Smith
Subject: Summary of Project Status per FGTC/Enron; Hinson's Crossroads, Caryville Florida
Sensitivity: Confidential

According to Frank DiMont, FGTC/Enron, Hinson's Crossroads is referred to as "Station 13" and is slated for upgrade to be completed at the end of 2001. The plan is to install electric pumping at that station. The primary load will consist of two (2) 12,000 h.p. motors with a "capacity factor" of 1.0. According to Mr. DiMont Gulf Power Company would serve the facility. DiMont indicated that FGTC would buy energy from Enron Capital & Trade Resources. DiMont provided Mark Knippa as contact for Enron C&TR. I placed a subsequent voice mail with Knippa.

Jim Brook

Vice President

Marketing, Communication, Information Systems

The Alabama Electric Cooperative Member System

PO Box 550

Andalusia, Alabama 36420

334.427.3267

334.399.2444

Alternate E-mail: jimbrook@alaweb.com

Gary Clark

From: Jim Brook <jimbrook@powersouth.com>
To: Debbie Marcum <Debbie.Marcum@powersouth.com>; Gary Clark (E-mail) <gclark@wfeca.net>
Cc: Larry Avery <Larry.Avery@powersouth.com>; Jeff Parish <Jeff.Parish@powersouth.com>; Gary Smith <Gary.Smith@powersouth.com>
Sent: Thursday, December 07, 2000 4:50 PM
Attach: pic24355.pcx
Subject: FW: FGT-13

John Gordon, compressor services group reports to Mark Knippa
 No formal RFP to his knowledge
 21,000 HP Electrified Compression
 85% estimated annual load factor
 Gas Supply will serve power plant load downstream
 20 year deal; will pay a premium for some certainty on rates
 stated that Enron knows "retail rates are currently below wholesale"
 Commercial date, April 2002
 Far along with Gulf Power Company since they were the only utility with a regional presence

- * Mark Knippa has since left a voice mail
- * See monthly load factors below

jimbrook@powersouth.com <<mailto:jimbrook@powersouth.com>>

Jim Brook

Vice President

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PO Box 550

Andalusia, Alabama 36420

334.427.3267

334.399.2444

Alternate E-mail: jimbrook@alaweb.com <<mailto:jimbrook@alaweb.com>>

-----Original Message-----

From: John.B.Gordon@enron.com [mailto:John.B.Gordon@enron.com]
Sent: Thursday, December 07, 2000 3:40 PM
To: jimbrook@powersouth.com
Subject: FGT-13

Jim:

Here is the minimum load factor information:

21,000 HP = ~16.5MW (Assuming 95.1% efficiency)

(Embedded image moved to file: pic24355.pcx)

We do not know the names of the plants that this pipe will serve - I think they are new plants that haven't been built yet. Sorry I can't provide more information.

Time is of the essence, Jim. If we could have some hint at what you might propose by the end of this week, that would really tell us if there might be an opportunity.

Thanks,

John

January	1	57%
February	2	57%
March	3	57%
April	4	76%
May	5	86%
June	6	95%
July	7	95%
August	8	95%
September	9	86%
October	10	71%
November	11	57%
December	12	57%
<i>Average</i>		74.1%

(A composite of 2 pages)

DESCRIPTION OF HINSON CROSSROADS COMMUNITY

The rural community of Hinson Crossroads is located in the extreme western edge of Washington County, Florida. It is situated at the intersection of paved county roads 280 and 284. Primary access to the community, by ground transportation, can be gained from the east on County Road 280 and from the south west on County Road 284. In addition, various county dirt roads traverse the area including River Road which runs west and connects the community with the Choctawhatchee River; the distance being approximately two miles. A boat landing/launch is located at the end of River Road where it intersects with the river. The mileage distances to the surrounding towns are as follows: Vernon nine miles, Bonifay 12 miles, Caryville 10 miles and Chipley 18 miles. Approximately 200 residents live in the community. Most of the dwellings occupied by these residents are either of wood frame or block construction. There are several mobile homes in the area as well.

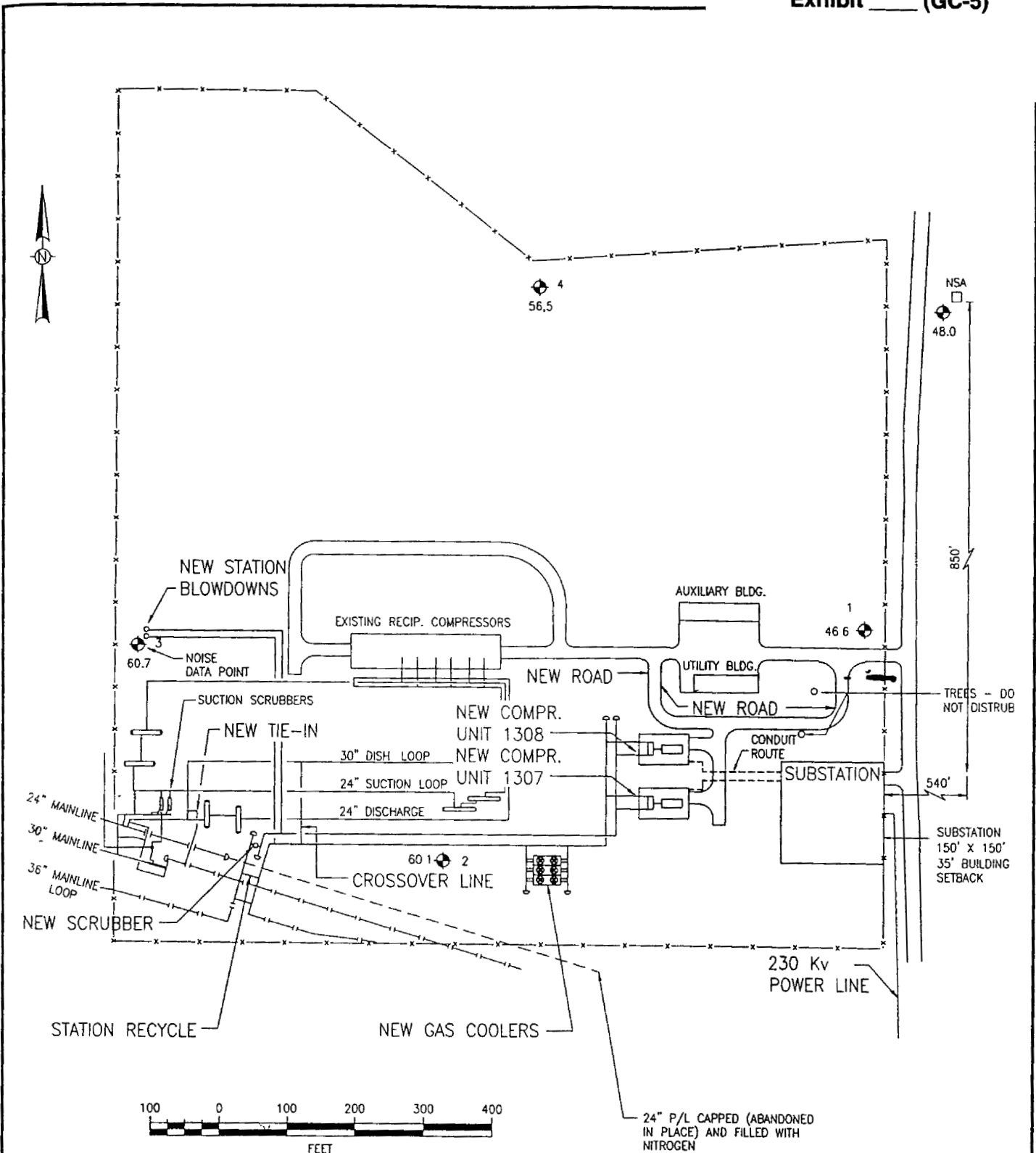
The community has an active volunteer fire department staffed by 13 individuals located on County Road 284. A two bay metal building houses a tanker truck, brush truck, and a pumper. A support vehicle for carrying fire personnel is kept at the location. The building sits on approximately 3 acres.

Plans are underway to construct a new fire department facility on County Road 280. The split level building located on 1 ½ acres of land will have a double bay with an office, kitchen, meeting room and equipment room.

There are very few commercial and industrial facilities. There is an active fishing bait

shop on County Road 284. No other active retail stores exist. Three active Protestant Churches are located on County Road 284.

Florida Gas Transmission Company operates a natural gas facility located on County Road 284 called the Caryville Compressor Station. The facility is situated on several acres of land with Burns Lake Road (a dirt road) bordering the property on the northwest side and County Road 284 fronting the property on the east side. Chain link and bobbed wire fencing surrounds the property on all sides. The facility has been in operation approximately 45 years. Its primary function is to help pump natural gas on the Florida gas pipeline system to points throughout the state. Several buildings of metal construction are on the site with paved drives and parking areas around them. This facility operates 24 hours per day, seven days a week. West Florida Electric provides electric service. The Cooperative has a three phase line located in the front of the property adjacent to County Road 284 and another three phase line adjacent to Burns Lake Road on the northwest side of the property. Florida Gas plans on adding more pumping equipment and infrastructure to the site in the near future. This addition will require the construction of an electric substation dedicated for the facility.



NOISE DATA:

Avg 4-15 Sec.
 LEQ taken 4 p.m. 10/26/98
 Temp. 65°F Light Rain
 Wind: 5-12 MPH S

**FLORIDA GAS
 TRANSMISSION COMPANY**

PROPOSED FGT PHASE V
 COMPRESSOR STATION NO. 13A
 PLOT PLAN

DWG. NO.

462-V-3

9/15/00

Exhibit ____ (GC-6)

(A composite of 21 pages)



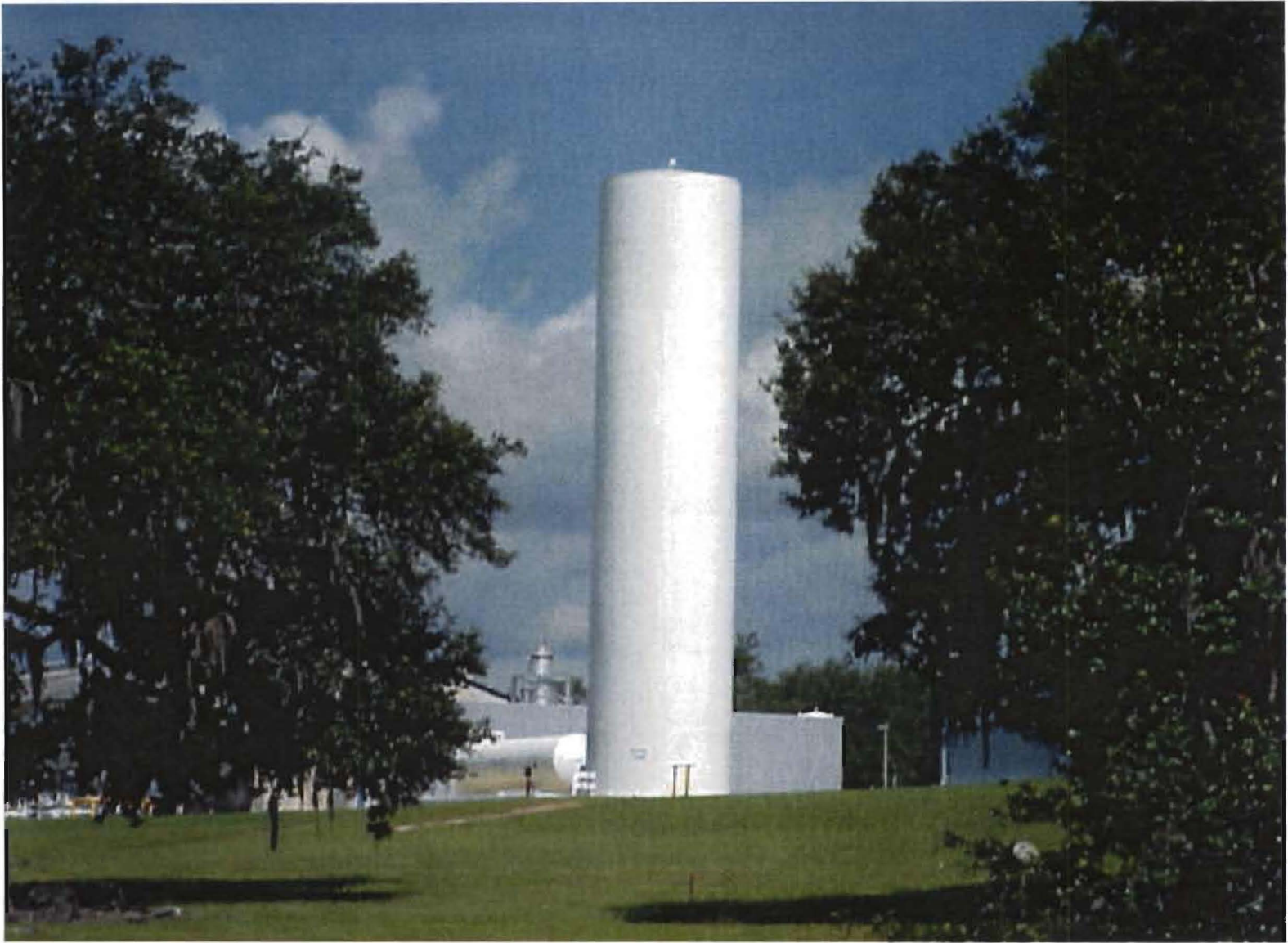










































380-27597

WASHINGTON COUNTY ABSTRACT, has made a search of the Public Records of Washington County, Florida from the date of January 18, 1941 to the date of this search on the following described property.

The S 1/2 of the NW 1/4 of the SE 1/4 of Section 9, Township 3 North, Range 16 West, Less that part lying and being East o the Caryville and Shell Landing road and all that part lying North of a graded road running West from Caryville Road to Yates Mill Creek, which road intersects Caryville Road at a point approx 1095.7 feet Northerly from the SE corner of the N 1/2 of SW 1/4 of SE 1/4 Section 9, Township 3 North, Range 16 West.

and

The N 1/2 of the SW 1/4 of SE 1/4 of Section 9, Township 3 North, Range 6 West.

and from said search we find the following.

Warranty Deed	filed in Deed Book 69	page 188
Warranty Deed	filed in Deed Book 67	page 44
Warranty Deed	filed in Deed Book 69	page 195
Warranty Deed	filed in Deed Book 72	page 178
Warranty Deed	filed in Deed Book 71	page 54
Warranty Deed	filed in Deed Book 77	page 193
Warranty Deed	filed in Deed Book 76	page 216
Warranty Deed	filed in Deed Book 105	page 159
Warranty Deed	filed in Deed Book 100	page 270
Warranty Deed	filed in Deed Book 70	page 581
Warranty Deed	filed in Deed Book 97	page 341
Warranty Deed	filed in Deed Book 107	page 79
Warranty Deed	filed in Deed Book 116	page 77
Opiton	filed in Deed Book 118	page 617-A
Extension	filed in Deed Book 119	page 559
Warranty Deed	filed in Deed Book 121	page 332
Deed	filed in Deed Book 9	page 617
Warranty Deed	filed in Deed Book 69	page 54
Warranty Deed	filed in Deed Book 70	page 581
Warranty Deed	filed in Deed Book 97	page 341
Warranty Deed	filed in Deed Book 111	page 379
Easement Grant	filed Deed Book 111	page 509
Opiton	filed in Deed Book 118	page 621
Warranty Deed	filed in Deed Book 122	page 45
Deed	filed in OR Book 9	page 407
QCD	filed in Deed Book 123	page 530
Deed	filed in OR Book 9	page 194

Taxes for the years 1999 and prior years appear paid.

Taxes for the year 2000 are assessed to Florida Gas Transmission Co Described as, S 1/2 of NW 1/4 of SE 1/4, S of Yates Mill Pond Rd and West of Caryville Rd and the N 1/2 of SW 1/4 of SE 1/4 Section 9 Township 3 North, Range 16 West and are marked paid in the amount of \$7,209.55 with assessed value of \$387,987.00 parcel I.D.# 5530-1

This information is furnished to the requestor as a search and is not to be construed as a legal opinion or opinion of title. Requestor hereby acknowledges that by acceptance and use of this search that the liability assumed by Washington County Abstract is limited to the amount paid for same.

Dated: July 6, 2001 @ 8: 00 AM

Washington County Abstract
1343 Brickyard Rd.
Chipley, Fl., 32428

Mary Sue McCall
Mary Sue McCall
Vice-President

WASHINGTON COUNTY ABSTRACT CO.

CHIPLEY, FLORIDA

Abstract of -----

37268

Bullard-McKenzie Turpentine Company, a corporation	Grantor	1. Kind of Conveyance <u>Warranty Deed</u>
		2. Date of Conveyance <u>Jan. 2, 1941</u>
		3. Consideration, \$ <u>10.00 and other val. cons.</u>
		4. Execution <u>regular</u>
		(a) Signed <u>Bullard-McKenzie Turpentine Company by A. F. Bullard, Pres. Attest: W.I.</u>
		(b) Sealed <u>yes/ Stinson, Secretary</u>
		(c) No. of Witnesses <u>2</u>
		5. Date of Acknowledgment <u>Jan. 2, 1941</u>
		(a) Identity of Grantor <u>yes</u>
		(b) Before What Officer Acknowledged <u>Notary</u>
		<u>Public</u> County <u>Walton</u> State <u>Fla.</u>
		(c) Official Seal <u>yes</u>
		6. Separate Examination
		7. What Statutory Words Used
		8. Words of Conveyance <u>grant, bargain, sell, alien, remise, release, convey and confirm</u>
		9. Date of Filing <u>June 18, 1941</u>
		10. Recorded in Deed Book <u>69</u> , Page <u>188</u> for <u>Washington</u> County.
		11. Does the Deed contain any special limitations, provisions or restrictions?
		12. Words of Limitation (Quote fully, prior to June 3, 1903)

Prine Incorporated

To

Grantee

Description of Property

...all that certain parcel of land lying and being in the County of Washington and State of Florida, more particularly described as follows:

	Sec. Tp. N. Rge.
<u>NW 1/4 of SE 1/4</u>	<u>9 3 16</u>
<u>and other lands</u>	

Grantee assumes payment of all taxes imposed upon said lands for the year 1941 and subsequent years

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

37272

Abstract of -----

Prine, Incorporated,
a corporation

Grantor

To

J. N. Lee

Grantee

1. Kind of Conveyance Warranty Deed
2. Date of Conveyance June 23, 1941
3. Consideration, \$ 1.00 and other val. cons.
4. Execution regular
5. (a) Signed Prine Incorporated by W.M. Prine, Jr. Pres., Attest: J. T. Prine, Sec.
- (b) Sealed yes
- (c) No. of Witnesses 2
6. Date of Acknowledgment June 23, 1941
- (a) Identity of Grantor yes
- (b) Before What Officer Acknowledged Notary Public
- Holmes County Fla. State Fla.
- (c) Official Seal yes
7. Separate Examination
8. What Statutory Words Used
9. Words of Conveyance grant, bargain, sell, alien, remise, release, convey and confirm
10. Date of Filing June 23, 1941
11. Recorded in Deed Book 69, Page 195
for Washington County.
12. Does the Deed contain any special limitations, provisions or restrictions?
13. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

....all of the following described land lying and being in the County of Washington, State of Florida, to wit:

$\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9, township 3 north range 16 west

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

38832

		1. Kind of Conveyance	Warranty Deed
		2. Date of Conveyance	Oct. 9, 1913
		3. Consideration, \$	10.00 and other val. cons.
		4. Execution	regular
		(a) Signed	W. L. Shiver Lutie x her mark Shiver
		(b) Sealed	yes
		(c) No. of Witnesses	2
		5. Date of Acknowledgment	Oct. 9, 1913
		(a) Identity of Grantor	yes
		(b) Before What Officer Acknowledged	Notary
		Public County	Washington State Fla.
		(c) Official Seal	yes
		6. Separate Examination	yes
		7. What Statutory Words Used	all
		8. Words of Conveyance	granted, bargained and sold
		9. Date of Filing	Oct. 28, 1913
		10. Recorded in Deed Book	72 Page 178
		for	Washington County.
		11. Does the Deed contain any special limitations, provisions or restrictions?	
		12. Words of limitation (Quote fully prior to June 3, 1903)	

W. L. Shiver and wife,
Lutie Shiver

Grantor

To

J. L. McGlaun

Grantee

Description of Property

...the following described land situated, lying and being in the County of Washington, State of Florida, to wit:
N $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 9, township 3 North Range 16 West,
and other land

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

38088

Longleaf Pine Company,
a corporation, being the
successor and owner of
Prine, Inc., a Florida
Corporation Grantor

To

J. N. Lee and W. D. Lee

Grantee

1. Kind of Conveyance Warranty Deed
2. Date of Conveyance Aug. 5, 1943
3. Consideration, \$ 1.00 and other val. cons.
4. Execution regular
 - (a) Signed The Longleaf Pine Company, a Corporation by A. W. Barth, Pres. By J. A. Smith, V.P.
 - (b) Sealed yes
 - (c) No. of Witnesses 2
5. Date of Acknowledgment Aug. 5, 1943
 - (a) Identity of Grantor yes
 - (b) Before What Officer Acknowledged Notary
 - (c) Official Seal yes
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyance grant, bargain, sell, remise, release, convey and confir.
9. Date of Filing Aug. 5, 1943
10. Recorded in Deed Book 71 Page 51
for Washington County.
11. Does the Deed contain any special limitations, provisions or restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...that certain parcel of land lying and being in the County of Washington County State of Florida, to wit:

$W\frac{1}{2}$ of $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 9, township 3 North Range 16 West and other lands

...The grantees...assumes all delinquent taxes of ever nature and kind that may be outstanding against the above described property...

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

41277

J. N. Lee and wife,
Anna Lee

Grantor

To

D. A. Smith

Grantee

1. Kind of Conveyance **Warranty Deed**
2. Date of Conveyance **Jan. 13, 1943**
3. Consideration, \$ **1.00 and other val. cons.**
4. Execution **regular**
 - (a) Signed **J. N. Lee**
..... **Anna Lee**
 - (b) Sealed **yes**
 - (c) No. of Witnesses **2**
5. Date of Acknowledgment **Jan. 13, 1943**
 - (a) Identity of Grantor **yes**
 - (b) Before What Officer Acknowledged **Clerk Circuit**
Court Washington State Fla.
 - (c) Official Seal **yes**
6. Separate Examination **yes**
7. What Statutory Words Used **all**
8. Words of Conveyance **granted, bargained and**
sold
9. Date of Filing **May 3, 1945**
10. Recorded in Deed Book **77**, Page **193**
for **Washington** County.
11. Does the Deed contain any special limitations, provisions or
restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...the following described land situated, lying and being in the
County of Washington, State of Florida, to wit:

Also all that part of S $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying and being East of
Caryville and Shell Landing Road all in Section 9, township 3 north,
range 16 west

and other lands

ABSTRACTORS NOTE: Shown
for information only.

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

40673

J. N. Lee and wife,
Annie Lee

Grantor

To

C. S. Porter and wife,
Willie Mae Porter

Grantee

1. Kind of Conveyance **Warranty Deed**
2. Date of Conveyance **Oct. 2, 1944**
3. Consideration, \$..... **1.00 and other val. cons.**
4. Execution **regular**
 - (a) Signed **J. N. Lee**
..... **Annie Lee**
 - (b) Sealed **yes**
 - (c) No. of Witnesses **2**
5. Date of Acknowledgment **Oct. 2, 1944**
 - (a) Identity of Grantor **yes**
 - (b) Before What Officer Acknowledged **Notary**
..... **Public**... County **Washington**... State **Fla.**
 - (c) Official Seal **yes**
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyance **granted, bargained and**
..... **sold**
9. Date of Filing **May 3, 1945**
10. Recorded in Deed Book **76**, Page **216**
for **Washington**..... County.
11. Does the Deed contain any special limitations, provisions or
restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...the following described land situate, lying and being in the
County of Washington, State of Florida, to wit:

Also all that part of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying and being East of
Caryville Road and Shell Landing Road all in Section 9, Township
3 North Range 16 West

and other lands

ABSTRACTORS NOTE: Shown
for information only.

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

57444

W. W. Yohn and wife,
Nettie Yohn

Grantor

To

J. N. Lee

Grantee

1. Kind of Conveyance **Warranty Deed**
2. Date of Conveyance **Oct. 20, 1949**
3. Consideration, \$..... **10.00**
4. Execution **regular**
- (a) Signed **W. W. Yohn**
..... **Nettie Yohn**
- (b) Sealed **yes**
- (c) No. of Witnesses **2**
5. Date of Acknowledgment **Dec. 13, 1949**
- (a) Identity of Grantor **yes**
- (b) Before What Officer Acknowledged **Notary**
..... **Public** County **Washington** State **Fla.**
- (c) Official Seal **yes**
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyance **granted, bargained**
..... **and sold**
9. Date of Filing **Aug. 29, 1955**
10. Recorded in Deed Book **105**....., Page **159**
for **Washington** County.
11. Does the Deed contain any special limitations, provisions or
restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

....the following described land situate, lying and being in the
County of Washington, State of Florida, to wit:

Also that part of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying east of Caryville and Shell
Landing Road being in Section Nine, township three north, range Sixteen
West
and other lands

ABSTRACTORS NOTE: Shown
for information only.

PAGE.....

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

55270

<p>W. D. Lee and his wife, Bertha Lee</p> <p style="text-align: right;">Grantor</p> <p style="text-align: right;">To</p> <p>J. N. Lee and his wife, Anna Lee</p> <p style="text-align: right;">Grantee</p>	<ol style="list-style-type: none"> 1. Kind of Conveyance <u>Warranty Deed</u> 2. Date of Conveyance <u>March 3, 1952</u> 3. Consideration, \$ <u>10.00 and other val. cons.</u> 4. Execution <u>regular</u> <ol style="list-style-type: none"> (a) Signed <u>W. D. Lee</u> <u>Bertha Lee</u> (b) Sealed <u>yes</u> (c) No. of Witnesses <u>2</u> 5. Date of Acknowledgment <u>March 3, 1952</u> <ol style="list-style-type: none"> (a) Identity of Grantor <u>yes</u> (b) Before What Officer Acknowledged <u>Notary</u> <u>Public</u> <u>Escambia</u> <u>County</u> <u>Fla.</u> (c) Official Seal <u>yes</u> 6. Separate Examination 7. What Statutory Words Used 8. Words of Conveyance <u>granted, bargained and</u> <u>sold</u> 9. Date of Filing <u>July 29, 1952</u> 10. Recorded in Deed Book <u>100</u>, Page <u>270</u> for <u>Washington</u> County. 11. Does the Deed contain any special limitations, provisions or restrictions? 12. Words of limitation (Quote fully prior to June 3, 1903)
--	---

Description of Property

....in an estate by the entirety...the following described land situate, lying and being in the County of Washington, State of Florida, to wits:

$W\frac{1}{2}$ of $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 9, township 3, Range 16
and other lands

Parties of the first part are conveying to parties of the second part their undivided interest in the above described land by this instrument.

PAGE.....

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

37977

<p>E. H. Pittman and Terry Mae Pittman, husband and wife</p> <p style="text-align: right;">Grantor</p> <p style="text-align: right;">To</p> <p>Merriell D. Barrineau</p> <p style="text-align: right;">Grantee</p>	<ol style="list-style-type: none"> 1. Kind of Conveyance Warranty Deed 2. Date of Conveyance Dec. 8, 1952 3. Consideration, \$..... 100.00 & other good & val. cons. 4. Execution regular <ol style="list-style-type: none"> (a) Signed E. H. Pittman Terry Mae Pittman (b) Sealed yes (c) No. of Witnesses 2 5. Date of Acknowledgment Dec. 8, 1952 <ol style="list-style-type: none"> (a) Identity of Grantor yes (b) Before What Officer Acknowledged Notary Public County Escambia State Fla. (c) Official Seal yes 6. Separate Examination 7. What Statutory Words Used 8. Words of Conveyance granted, bargained and sold 9. Date of Filing Oct. 20, 1953 10. Recorded in Deed Book 70 Page 581 for Washington County. 11. Does the Deed contain any special limitations, provisions or restrictions? 12. Words of limitation (Quote fully prior to June 3, 1903)
---	---

Description of Property

...the following described real estate, situate, lying and being in
County of Washington, State of Florida, to wit:

**W $\frac{1}{2}$ of SE $\frac{1}{4}$ less a strip of land lying on the East side of a public
road known as Caryville and Hinson Cross Road which road runs North
and South across said W $\frac{1}{2}$ of SE $\frac{1}{4}$ all being in Section 9, Township 3
north range 16 west**
and other lands

This property is conveyed subject to an obligation of \$1,250.00 due
J. N. Lee as a part of the purchase price of the property hereby
conveyed. This property is also conveyed subject to County and State
taxes for the year 1952.

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

53318

Merriell D. Barrineau
and wife, Dorothy
A. Barrineau

Grantor

To

Aaron A. Duke and wife,
Teresa Duke

Grantee

1. Kind of Conveyance Warranty Deed
2. Date of Conveyance Feb. 9, 1954
3. Consideration, \$ 10.00 and other val. cons.
4. Execution regular
 - (a) Signed Merriell D. Barrineau
Dorothy A. Barrineau
 - (b) Sealed yes
 - (c) No. of Witnesses 2
5. Date of Acknowledgment Feb. 12, 1954
 - (a) Identity of Grantor yes
 - (b) Before What Officer Acknowledged Notary
Public County Escambia State Fla.
 - (c) Official Seal yes
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyance granted, bargained and
sold
9. Date of Filing April 20, 1954
10. Recorded in Deed Book 97, Page 341
for Washington County.
11. Does the Deed contain any special limitations, provisions or restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...the following described land, situate, lying and being in the County of Washington, State of Florida, to wit:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ less a strip of land lying on the East side of a public road known as Caryville and Hinson Cross Roads road which road runs north and South across said West half of Southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) all being in Section 9, township 3 north range 16 west

and other lands

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

57923

Aaron A. Duke and wife
Teresa Duke

Grantor

To

A. E. Velvick and wife,
Virginia L. Velvick

Grantee

1. Kind of Conveyance ..Warranty Deed.....
2. Date of ConveyanceApril 17, 1956.....
3. Consideration, \$.....10.00 and other val. cons.....
4. Executionregular.....
 - (a) SignedAaron A. Duke.....
.....Teresa Duke.....
 - (b) Sealedyes.....
 - (c) No. of Witnesses2.....
5. Date of AcknowledgmentApril 17, 1956.....
 - (a) Identity of Grantoryes.....
 - (b) Before What Officer AcknowledgedClerk Circuit Court.....
.....Washington..... State Fla.....
 - (c) Official Sealyes.....
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyancegranted, bargained and sold.....
9. Date of FilingApril 17, 1956.....
10. Recorded in Deed Book107....., Page 79.....
forWashington..... County.
11. Does the Deed contain any special limitations, provisions or restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...the following described land, situate, lying and being in the County of Washington, State of Florida, to wit:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9, Township 3 North, Range 16 West
and other lands

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

60432

A. E. Velvick and his
wife, Virginia L,
Velvick

Grantor

To

Norman C. Sleezer, Jr. and
his wife, Margaret
Sleezer

Grantee

1. Kind of Conveyance **Warranty Deed**
2. Date of Conveyance **April 10, 1959**
3. Consideration, \$..... **10.00 and other val. cons.**
4. Execution **regular**
 - (a) Signed **Arthur E. Velvick;**
Virginia L. Velvick
 - (b) Sealed **yes**
 - (c) No. of Witnesses **yes**
5. Date of Acknowledgment **Apr. 10, 1959**
 - (a) Identity of Grantor **yes**
 - (b) Before What Officer Acknowledged **Notary**
Public County **Washington** State **Fla.**
 - (c) Official Seal **yes/ Holmes**
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyance **granted, bargained and**
sold
9. Date of Filing **April 10, 1959**
10. Recorded in Deed Book **116** Page **77**
for **Washington** County.
11. Does the Deed contain any special limitations, provisions or
restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...the following described land, situate, lying and being in the
County of Washington, State of Florida, to wit:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9, township 3 north range 16 west
and other land

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

61262

<p>Norman C. Sleezer, Jr. and his wife, Margaret G. Sleezer</p> <p style="text-align: right;">Grantor</p> <p style="text-align: right;">To</p> <p>Houston Texas Gas & Oil Corp.</p> <p style="text-align: right;">Grantee</p>	<p style="text-align: right; margin-right: 20px;">Option to Purchase</p> <ol style="list-style-type: none"> 1. Kind of Conveyance Option to Purchase 2. Date of Conveyance May 25, 1960 3. Consideration, \$ 1350.00 and an additional sum 4. Execution regular/ of \$8,650.00 <ol style="list-style-type: none"> (a) Signed Norman C. Sleezer, Jr. Margaret G. Sleezer (b) Sealed yes (c) No. of Witnesses 2 5. Date of Acknowledgment May 25, 1960 <ol style="list-style-type: none"> (a) Identity of Grantor yes (b) Refers What Officer Acknowledged Notary Public Washington State Fla. (c) Official Seal yes 6. Separate Examination 7. What Statutory Words Used 8. Words of Conveyance agree and bind themselves to convey and transfer 9. Date of Filing June 2, 1960 10. Recorded in Deed Book 118, Page 617 for Washington County. 11. Does the Deed contain any special limitations, provisions or restrictions? 12. Words of limitation (Quote fully prior to June 3, 1903)
---	--

Description of Property

...said property being described as follows: S $\frac{1}{2}$ of NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 9, township 3 north range 16 west, Washington County, Fla. less all that part of the above described land lying north of the graded road, known as the Burns Lake Road, eternal easement of access to be issued to party of the first part by party of the second part for use of graded road known as Burns Lake road. This option included but is not limited to, all existing improvements on this property and a parcel of land containing approximately 7 $\frac{1}{2}$ acres more or less in the SE corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 9, township 3 north range west as presently staked which is under contract to purchase by George Sentman who has executed an option to Norman Sleezer and Margaret Sleezer as of this date. Norman Sleezer Jr. and his wife, Margaret Sleezer agree herewith to so excise this option and cancel agreement for sale to Sentman upon parties of the second parts execution of this option as described above.

...the purchase money must be paid on or before the 24th day of November 1960, or this option shall become void....

WASHINGTON COUNTY ABSTRACT CO.
CHIPLEY, FLORIDA

Abstract of -----

61603

Norman C. Sleezer, Jr.
and Margaret G. Sleezer
his wife

Grantor

To

Houston Gas and Oil
Corporation

Grantee

1. Kind of Conveyance **Extension of Option**
2. Date of Conveyance **Nov. 4, 1960**
3. Consideration, \$ **3,150.00**
4. Execution **regular**
- (a) Signed **Norman C. Sleezer, Jr.**
..... **Margaret G. Sleezer**
- (b) Sealed **yes**
- (c) No. of Witnesses **2**
5. Date of Acknowledgment **Nov. 4, 1960**
- (a) Identity of Grantor **yes**
- (b) Before What Officer Acknowledged **Notary**
Public County -- Pinellas State Fla.
- (c) Official Seal **yes**
6. Separate Examination
7. What Statutory Words Used
8. Words of Conveyance **give and grant**
9. Date of Filing **Nov. 12, 1960**
10. Recorded in Deed Book **119**, Page **559**
for **Washington** County.
11. Does the Deed contain any special limitations, provisions or
restrictions?
12. Words of limitation (Quote fully prior to June 3, 1903)

Description of Property

...That we, Norman C. Sleezer Jr. and Margaret G. Sleezer, his wife, do give and grant to the optionee and its assigns an extension to and including May 24, 1961 of that certain Option heretofore given by the optioners to the optionee dated May 25, 1960, subject to the same terms and conditions as contained in said Option

FORM 102 Florida WARRANTY DEED (Statutory Form)
Houston Texas Gas & Oil Corp.
P. O. Box 10400
St. Petersburg 33, Fla.

DEED 121-332
COMPRESSOR STATION #13
WASHINGTON CO., FLA.

This Indenture

Whenever used herein, the term "party" shall include the heirs, legal representatives, successors and assigns of the person or persons named; the term of the singular may also include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described of more than one.

Made this 10th day of June A. D. 19 61

Between

NORMAN C. SLEEZER, JR. and MARGARET C. SLEEZER, his wife,

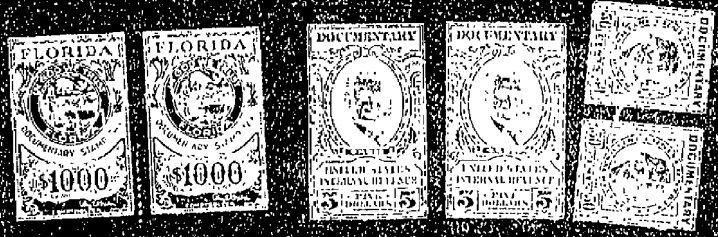
of the County of Washington in the State of Florida
party of the first part, and

HOUSTON TEXAS GAS AND OIL CORPORATION

of the County of Pinellas in the State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Washington, State of Florida, to wit:

The South one-half (S $\frac{1}{2}$) of the Northwest one quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), less the following: (1) All that part lying and being East of the Caryville and Shell Landing Road and (2) All that part lying North of a graded road running West from Caryville Road to Yates Mill Creek, which road intersects Caryville Road at a point approximately 1025.7 feet Northerly from the Southeast corner of the North one-half (N $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), all in Section 9, Township 3 North, Range 16 West, Washington County, Florida.



And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Charles Hudson
Maht Wood

Norman C. Slezer, Jr.
Norman C. Slezer, Jr.
Margaret C. Slezer
Margaret C. Slezer



State of Florida,

County of WASHINGTON

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Norman C. Sleezer, Jr and wife Margaret G. Sleezer to me well known and known to me to be the individual described in and who executed the foregoing deed, and they acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Chipley County of Washington, and State of Florida, this 10th day of June, A. D. 19 61

James Budson
Notary Public

My Commission Expires 2/8/64

Abstract

NORMAN C. SLEEZER, JR. and MARGARET G. SLEEZER, his wife,

TO

ROBSON TEXAS GAS & OIL CORPORATION

Date June 10, 1961

ABSTRACT OF DESCRIPTION

5 1/2 of NW 1/4 of SE 1/4 DESS (1) & (2)

All in Section 9, Township 3 North,

Range 16 West, Washington County, Florida.

42696

Filed for record this	15	day
of	June	19 61
at	Chipley	
in	Washington	
County	Florida	
and record verified	137	at 1961
By	<i>J. P. ...</i>	Notary Public
Washington County, Florida		Deputy Clerk

3300
3000
1100

No. <u>37155v</u>	Grantor <u>Bullard M. Kenzie Jr - petroleum company</u>
Book <u>69</u> Page <u>54</u>	Grantee <u>J. N. Lee</u>
Kind of Conveyance <u>W. H.</u>	
Date <u>Oct - 1933</u>	
Consideration, \$ <u>10.00</u>	
Execution <u>reg.</u> (a) Signed <u>same</u> <u>as grantors</u>	Words of Conveyance <u>granted, bargained, sold, alienated, removed, released, conveyed & confirmed.</u>
(b) Sealed <input checked="" type="checkbox"/> (c) No. Witnesses <u>—</u>	Special Limitations, Provisions or Restrictions <u>—</u>
Acknowledged before <u>M. P.</u>	Habendum (Prior to June 3, 1903) <u>—</u>
County <u>Walton</u> State <u>Florida</u>	Date of Filing <u>Jan. 15, 1941</u>
(a) Identity of Grantor <u>—</u>	
(b) Date <u>Oct - 1933</u> (c) Seal <input checked="" type="checkbox"/>	
Separate Examination <u>—</u>	
Statutory Words Used <u>—</u>	

DESCRIPTION: In Washington county, Florida
 Southwest quarter of Southeast quarter, (SW 1/4 of
 SE 1/4) Section Nine (9) Township Three (3) North, Range
 Sixteen (16) West, containing forty (40) acres, more
 or less.

No. <u>37977</u> ✓	Grantor <u>E. M. Pittman and Torry Mae Pittman,</u> <u>husband and wife,</u>
Book <u>70</u> Page <u>581-582</u>	
Kind of Conveyance <u>Warranty Deed</u>	
Date <u>December 8, 1952</u>	Grantee <u>Corriel D. Parnineau</u>
Consideration, \$ <u>100.00</u> and other val. cons.	
Execution <u>regular</u> (a) Signed same as grantors	Words of Conveyance <u>granted, bargained and</u> <u>sold</u>
(b) Sealed <u>yes</u> (c) No. Witnesses <u>2</u>	
Acknowledged before <u>Notary Public</u>	
County <u>Escambia</u> State <u>Fla.</u>	Special Limitations, Provisions or Restrictions
(a) Identity of Grantor <u>yes</u>	
(b) Date <u>Dec. 8, 1952</u> (c) Seal <u>yes</u>	Hebendum (Prior to June 3, 1903)
Separate Examination <u>--</u>	
Statutory Words Used <u>--</u>	Date of Filing <u>October 20, 1953</u>

DESCRIPTION: the following described real estate, situate, lying and being in County of Washington, State of Florida to-wit:

SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ LESS a strip of land lying on the East side of a public road known as Caryville and Hinson Cross Road; Road which road runs North and South across said W $\frac{1}{2}$ of SE $\frac{1}{4}$, all being in Section 9, Township 3 North, Range 16 West. This property is conveyed subject to an obligation of \$4,250.00 due J.N. Lec as a part of the purchase price of the property hereby conveyed, This property is also conveyed subject to County and State taxes for the year 1952.

No. 53318
 Book 97 Page 341
 Kind of Conveyance W. D.
 Date February 9, 1954
 Consideration, \$ 10.00 & other val cons
 Execution regular (a) Signed same
as grantors
 (b) Sealed yes (c) No. Witnesses 2
 Acknowledged before Notary Public
 County Escambia State Fla
 (a) Identity of Grantor yes
 (b) Date Feb. 12, 1954 (c) Seal yes
 Separate Examination ---
 Statutory Words Used ---

Grantor Merriell D. Barrineau and wife,
Dorothy A. Barrineau
 Grantee Aaron A. Duke and wife,
Teresa Duke
 Words of Conveyance granted, bargained
and sold
 Special Limitations, Provisions or Restrictions
no
 Heben dum (Prior to June 3, 1903)
 Date of Filing April 20, 1954

DESCRIPTION:the following described land, situate, lying and being in Washington County, Florida, to wit: SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ less a strip of land lying on the East side of a public road known as Caryville and Hinson Cross Roads Road which road runs North and South across said West half of SE $\frac{1}{4}$ all being in Section 9, Township 3 North, Range 16 West.

No. 59184 ✓
 Book 111 Page 379
 Kind of Conveyance Warranty Deed
 Date April 17, 1956
 Consideration, \$ 1.00 and val. cons.
 Execution regular (a) Signed same as
grantor
 (b) Sealed yes (c) No. Witnesses 2
 Acknowledged before Notary Public
 County Washington State Fla.
 (a) Identity of Grantor yes
 (b) Date April 17, 1956 (c) Seal yes
 Separate Examination _____
 Statutory Words Used _____

Grantor Aaron A. Duke and wife,
Teresa Duke
 Grantee J. N. Lee
 Words of Conveyance grant, bargain, sell
and convey
 Special Limitations, Provisions or Restrictions _____
 Habendum (Prior to June 3, 1903) _____
 Date of Filing October 18, 1957

DESCRIPTION...the following described real estate, situate, lying and being in
 County of Washington, State of Florida, to-wit:

South West quarter of South East quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) Section nine (9)
 Township Three (3) north, Range sixteen 16 west containing forty (40)
 acres, more or less

Abstract of _____

59250 ✓

<p>J. N. Lee and Anna Lee</p> <p>Grantor</p> <p>To</p> <p>Houston Texas Gas and Oil Corporation, a Delaware corporation</p> <p>Grantee</p>	<ol style="list-style-type: none"> 1. Kind of Conveyance <u>Easement Grant</u> 2. Date of Conveyance <u>Oct. 18, 1957</u> 3. Consideration, <u>\$5.00 and \$1.00 per lineal rod</u> 4. Execution <u>regular</u> <ol style="list-style-type: none"> (a) Signed <u>J. N. Lee</u> <u>Anna Lee</u> (b) Sealed <u>yes</u> (c) No. of Witnesses <u>2</u> 5. Date of Acknowledgment <u>Oct. 18, 1957</u> <ol style="list-style-type: none"> (a) Identity of Grantor <u>yes</u> (b) Before What Officer Acknowledged <u>Notary</u> <u>Public</u> County <u>Washington</u> State <u>Fla.</u> (c) Official Seal <u>yes</u> 6. Separate Examination 7. What Statutory Words Used 8. Words of Conveyance <u>grant and convey</u> 9. Date of Filing <u>Nov. 8, 1957</u> 10. Recorded in Deed Book <u>111</u>, Page <u>509</u> for <u>Washington</u> County. 11. Does the Deed contain any special limitations, provisions or restrictions? 12. Words of limitation (Quote fully prior to June 3, 1903)
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Description of Property

...through and across the following described lands of which the Grantor warrants they are the owners in fee simple, situated in Washington County, State of Florida, to wit:

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 9, Twp. 3 North Range 16 West

\$152.00 as damages in full will be paid to the Grantor

OPTION TO PURCHASE

Compressor Site #13

STATE OF FLORIDA

COUNTY OF Washington,) SS.

of D 118 621

This writing, between Anna Lee and Iris and Ames Worthington and
Ernessa and Aron Duke and Ernestine Bush of the First Part, and Gas and Oil
Corporation of Houston, Texas of the Second Part

WITNESSETH:

That for and in consideration of the sum of Five Hundred
\$500.00 DOLLARS, the adequacy and the receipt of which is acknowledged by the signing,
sealing and delivering of this instrument, the Parties of the First Part convey and trans-
fer to the Party of the Second Part an option to buy the property hereinafter described,
upon payment of the additional sum of Forty Five Hundred (\$4500.00) DOLLARS,
and the Parties of the First Part, upon payment of said additional sum by the Party of the
Second Part, hereby agree and bind themselves, jointly and severally, to convey and trans-
fer good and sufficient warranty title to the property hereinafter described, to the Party
of the Second Part; said property being described as follows:

1/2 of SW 1/4 of SE 1/4, Sect 9, Township 3 N Rge. 16 W.



This option shall become null and void, in the sole discretion of the Party of the
Second Part in the event that during the life of this option, any governmental unit, agency,
city authority, state or federal, municipal or county, should exercise, or attempt to exercise,
its authority as a zoning agency with the result that the subject property is zoned or rezoned,
it will, as a result of such attempted exercise of such power by said governmental unit,
agency or authority, be zoned or rezoned so as to be unusable to any extent or degree for
the construction, repair, maintenance, duplication or enlargement of a metering station.
In the event of this option becoming null and void in the manner aforesaid in this para-
graph, then, in such event, the Party of the Second Part is to receive back from the Parties
of the First Part all monies paid unto the said Parties of the First Part and the respective
Parties hereunder shall each be relieved and discharged each from the other, of and from any
and all further liabilities arising hereunder.

The Parties of the first Part jointly and severally covenant that they will execute
and deliver to the Party of the Second Part all instruments necessary to effect a transfer
of a fee simple warrantable title in the event this option is exercised by the Party of the
Second Part.

Time is of the essence of this contract, and should the Party of the Second Part, or
one party or parties designated by the Party of the Second Part, decide to exercise this
option to buy, the purchase money must be paid on or before the 13th day of July,
1960, or this option shall become void and be of no further force and effect whatsoever.

This instrument shall be binding on the parties hereto, their heirs, successors and
assigns, as the case may be.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto signed their names and
affixed their seals, this _____ day of _____, 1960.

Signed, sealed and
delivered in the
presence of:

Maat Wood
Anna Lee

Anna Lee (L.S.)
Iris Worthington (L.S.)
Ames Worthington (L.S.)
Ernessa Duke (L.S.)
Aron Duke (L.S.)
Ernestine Bush (L.S.)

WARRANTY DEED

THIS INDENTURE made this 24 day of August
A.D. 1961, between ANNA LEE, a widow; IRIS WORTHINGTON and AMOS WORTHINGTON,
her husband; THERESSA DUKE and AARON A. DUKE, her husband; and ERNESTINE
BUSH HORTON and MACK HORTON, her husband, of the County of Washington,
and State of Florida, parties of the first part, and HOUSTON TEXAS GAS AND
OIL CORPORATION, a corporation existing under the laws of the State of
Delaware, having its principal place of business in the County of Pinellas,
and State of Florida, party of the second part.

WITNESSETH, that the said parties of the first part, for and in
consideration of the sum of TEN AND NO/100 DOLLARS and other good and
valuable consideration, to them in hand paid, the receipt whereof is hereby
acknowledged, have granted, bargained, sold, aliened, remise, released,
enfeoffed, conveyed and confirmed and by these presents do grant, bargain,
sell, alien, remise, release, enfeoff, convey and confirm unto the said party
of the second part and its successors and assigns forever, all that certain
parcel of land lying and being in the County of Washington and State of
Florida, more particularly described as follows:

N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 9, Township 3 North, Range 16 West,

TOGETHER with all the tenements, hereditaments and appurtenances,
with every privilege, right, title, interest and estate, dower and right of
dower, reversion, remainder and easement thereto belonging or in anywise
appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said
party of the second part they are lawfully seized of the said premises, that
they are free of all incumbrance, and that they have good right and lawful
authority to sell the same; and that said parties of the first part doth
heraby fully warrant the title to said land, and will defend the same against
the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in our presence

Annie Mae Thomas
Walter Wood

Anna Lee
Anna Lee

Iris Worthington
Iris Worthington

Amos Worthington
Amos Worthington

Theresa Duke
Theresa Duke

Ernestine Bush Horton
Ernestine Bush Horton

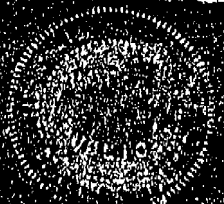
Mack Horton
Mack Horton

Amos A. Duke

STATE OF FLORIDA }
COUNTY OF WASHINGTON } SS

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANNA LEE, IRIS WORTHINGTON, AMOS WORTHINGTON, THERESA DUKE, ERNESTINE BUSH HORTON, and MACK HORTON, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 24 day of Aug, 1961.



Annie Mae Thomas
Notary Public, State of Florida
My commission expires: April 21, 1964

#3107

Filed for record this 9 day
of September 1961 at
9:30 o'clock A.M. and recorded
in Deed Book 122 of page
and record verified.
J. L. Jones
Clark Circuit Court
By _____ Deputy Clerk
Washington County, Florida

No. _____	Grantor <u>Florida Gas Transmission Company</u> <u>a corporation</u>
Book <u>O. R. 9</u> Page <u>407</u>	
Kind of Conveyance <u>Deed</u>	Grantee <u>State of Florida</u>
Date <u>August 14, 1963</u>	
Consideration, \$ <u>1.00 and other val. cons.</u>	
Execution <u>regular</u> (a) Signed <u>Florida Gas</u>	
<u>Transmission Company By D.B. Sprow, Exec. V-</u>	Area of Conveyance _____
<u>Attest R.Y. Patterson, Jr., Ass't Sec.</u>	<u>grant, bargain, sell and convey</u>
(b) Sealed <u>yes</u> (c) No. Witnesses <u>2</u>	
Acknowledged before <u>N. P.</u>	Special Limitations, Provisions or Restrictions _____
County <u>Orange</u> State <u>Fla.</u>	Hebendum (prior to June 3, 1903) _____
(a) Identity of Grantor <u>yes</u>	
(b) Date <u>same</u> (c) Seal <u>yes</u>	Date of Filing <u>June 25, 1964</u>
Separate Examination _____	
Statutory Words Used _____	

DESCRIPTION...the following described land, situate, lying and being in the County of Washington, State of Florida, to-wit:

That part of: The S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of a graded road running West from Caryville Road to Yates Mill Creek, LESS that part lying East of the Caryville and Shell Landing Road; and the N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ LESS that part lying East of the Caryville and Shell Landing Road; all in Section 9, Twp. 3 North, Range 16 West; lying within 50 feet of the survey line of State Road S-284, Section 61520, said survey line being described as follows: Begin on the South line of Section 9, Township 3 North, Range 16 West at a point 59.18 feet West of the SE corner of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 9; said point being on a curve, concave to the Easterly having a radius of 5729.65 feet; thence from a tangent bearing of North 4 $^{\circ}$ 33'27" West run NW'erly, N'erly and NE'erly 467.70 feet along said curve, through a central angle of 4 $^{\circ}$ 40'37" to the end of curve; thence North 0 $^{\circ}$ 07'10" East 1398.95 feet

to the end of right of way acquisition and the end of survey line hereind escribed
containing 1.55 acres more or less including area within existing road.

This Indenture

COMP. STATION #13
Wash. Co.,
Fla.

Whenever used herein, the term "party" shall include its heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "male" shall include all the males herein described if more than one.

Made this 30th day of April, A. D. 1962

Between FLORIDA GAS TRANSMISSION COMPANY, formerly HOUSTON TEXAS GAS AND OIL CORPORATION, a corporation existing under the laws of the State of Delaware party of the first part, and

WILLIAM YDREN, of the County of Washington and State of Florida party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Washington State of Florida, to wit:

All that part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 9, Township 3 North, Range 16 West, Washington County, Florida, lying and being East of Caryville and Shell Landing Road.



To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Assistant Secretary the day and year above written.

(Corporate Seal)
Attest: R. J. Patterson
Asst. Secretary

FLORIDA GAS TRANSMISSION COMPANY
By: J. O. Brown
President

FORM APPROVED
1/20
LEGISLATIVE

Signed, Sealed and Delivered in Our Presence:
Shirley L. Tyson
Mildred B. Shaw

State of Florida,

County of Pinellas

I HEREBY CERTIFY, That on this 30th day of April, A. D. 1962, before me personally appeared D. B. Sprague, vice and R. Y. Patterson, Jr. respectively, President and Asst. Secretary of FLORIDA GAS TRANSMISSION COMPANY, a corporation under the laws of the State of Delaware, to me known to be the persons described in and who executed the foregoing conveyance to

WILLIAM JOHN

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at St. Petersburg and State of Florida, the day and year last aforesaid.

Lillian M. Keen
Notary Public

My Commission Expires _____
Notary Public, State of Florida at large
My Commission Expires, Oct. 31, 1963



Quit-Claim Deed

FROM CORPORATION

FLORIDA GAS TRANSMISSION COMPANY

TO

WILLIAM JOHN

8-1-8-252
Pensacola, Fla

Date 4-30-62

W 4728

Filed for record this	19	day
of	April	1962
No. 123, 000, and recorded		
in Book 123 at page		
and Seal verified		
By <i>J. Williams</i>		
County Clerk		
Washington County, Florida		

2.00
2.20

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining forever, and the said parties of the first part do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hand and seal, this date first above written.

Signed, sealed and delivered in the presence of:

Ann Lee
Ann Lee

Amos Worthington (SEAL)
Iris Worthington (SEAL)
Emestine Norton (SEAL)
McKinley Norton (SEAL)
Aaron A. Duke (SEAL)
Wanda Duke (SEAL)

Signature of TWO witnesses required above by Florida law

STATE OF FLORIDA
COUNTY OF WASHINGTON

Before me, the undersigned authority, this day personally appeared Ann Lee, a widow; Amos Worthington and wife, Iris Worthington; Emestine Norton and husband, McKinley Norton; and Aaron A. Duke and wife, Wanda Duke, nee at law of John N. Lee, deceased

to be well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESSED by hand and official seal this 30th day of February

A. D. 1964



Ann Lee
Notary Public in and for the State of Florida

ST A D DRF LOC 4005769009 RSQ 40501630 MTR 78994488
 26389-01 DT12 CYC405 LM 0 TEL 5352340 APLDTE 22383 XRF 0
 FLORIDA GAS TRANSMISSION BTEL 5354529 CONDTE 22383 DISCDTE 0
 ATTN: J. T. - CARYVILLE PAGER DELQ 7 BDCK 0 EST 0 CKS 0
 1967 COMMONWEALTH LANE FAX CUT 0 ACUT 0 VAC 0 PSL 0
 TALLAHASSEE FL CELL KVA .00 MIN 75.00
 OTHER EUSE 7 BB BAL .00
 SSN MSG FUTURE .00
 S-SSN CT/PT BAL 3224.60

-----HISTORY MONTH 1-----									
DATES	TY	P-RDG	PV-RDG	KWH	SVC	ENG		PEN	
BIL 71001	0	34459	33389	42800	32	FUL	3054.96	152.80-	.00
DUE 72501		0		0		YL	.00	OT1	.00
RDG 62501	2	0		0		TAX	238.12	OT2	.00
MULT 40 MC			YLKWH	0		LTX	.00	OT3	.00
D-RDG	3.925		.000	.000	AVG	FTX	.00	INT	.00
A-DMD	157.000		.000	.000	0.0	GTX	74.32	MBR	.00
D-BIL	157.000		.000	.000		OTX	.00	DEP	.00
KVA	.000		KVAR	.000		MIS	.00	ODP	.00
POWER FACTOR		.000	#AJ	0	TY	AJ	.00	BIL	3214.60
RATE 5 ARCD	0	F	FACTOR	NBR	0	BH	0	OTH	.00
CLAS 4 TXDT	9	.003570-	DTE	0				BBA	.00
D/NP 0 CRCD	0		PAY	.00				ARR	10.00
						CON	.00	RUP	.00
							.00	ANS	.00
							.00	NET	3224.60

4005769009 ----- ELECTRIC HISTORY INQUIRY -----

	RDATE	TB	DS	RDG	TR	KWH	AVG	BILL	MC	DEMROG	ACTDEM	BILLDEM	
1	062501	0	32	34459	2	42800	1337	3214.60		3.925	157.000	157.000	1
2	052401	0	28	33389	2	30920	1104	2550.93		3.600	144.000	144.000	2
3	042601	0	31	32616	2	4760	153	923.39		3.950	158.000	158.000	3
4	032601	0	31	32497	2	4800	154	1223.09		3.500	140.000	140.000	4
5	022301	0	30	32377	2	24200	806	2075.36		3.300	132.000	132.000	5
6	012401	0	33	31772	2	35240	1067	2713.00		3.700	148.000	148.000	6
7	122200	0	30	30891	2	38000	1266	2823.50		3.950	158.000	158.000	7
8	112200	0	28	29941	2	42040	1501	3001.74		3.975	159.000	159.000	8
9	102500	0	29	28890	2	87040	3001	4881.59		3.400	136.000	136.000	9
10	092600	0	33	26714	2	54440	1649	3392.96		3.350	134.000	134.000	10
11	082400	0	30	25353	2	56040	1868	3571.21		3.750	150.000	150.000	11
12	072500	0	32	23952	2	51840	1620	3299.38		3.400	136.000	136.000	12
13	062300	0	29	22656	2	52720	1817	3320.76		3.760	150.400	150.400	13

NBR MIN BILLS	0	-----	AVERAGES	-----	PEAK ACT DEM	159.000	MO	8	
NBR EST BILLS	0	DAYS SVC	30	KWH	39343	PEAK BILL DEM	159.000	MO	8
HIGH MONTH	9	YLKWH	0	BILL	2805.89				
LOW MONTH	3					CURRENT MULT	40		

-----DEPRESS FUNCTION KEY FROM THE LIST BELOW-----

**Florida Gas Transmission
Account #2638901**

Month	Reading Date	Reading	KWH	Actual Demand
1	January 21, 2001	31772	35240	148.000
2	December 22, 2000	30891	38000	158.000
3	November 22, 2000	29941	42040	159.000
4	October 25, 2000	28890	87040	136.000
5	September 26, 2000	26714	54440	134.000
6	August 24, 2000	25353	56040	150.000
7	July, 25, 2000	23952	51840	136.000
8	June 23, 2000	22656	52720	150.400
9	May 25, 2000	21338	46840	114.000
10	April 25, 2000	20167	56440	126.000
11	March 24, 2000	18756	38880	120.000
12	February 22, 2000	17784	48600	124.000
13	January 24, 2000	16569	51000	116.000

**Peak KW Demand 159.000 Month 3*

(09273-01)
(90)

-----GENERAL CONSUMER INQUIRY-----

ST A D LM 0 LOC 4005769009 RSQ 40501630 MTR 78994488
 2638901 DT 12 CYCL 405 TELEPHONE 5352340 APPLDATE 22383 DRAFT
 FLORIDA GAS TRANSMISSION BUS PHONE 5354529 CONNDATE 22383
 ATTN: J. T. - CARYVILLE PAGER NBR DISCDATE 0
 1967 COMMONWEALTH LANE FAX NBR DELQ 7 BDC 0 MBRSEP
 TALLAHASSEE FL CELL NBR CUTF 0 ACUT 0 CD 1
 OTHER NBR EST 0 VAC 0 2
 SOC SEC NBR KVAMIN .00 3
 DRVLIC MINAMT 75.00 4

SPOUSE
EMAIL

NOTE HP MTR DIALS 5 MTR MULT 40
 POLE FF8-7A-1-1L RMG DEMAND 1 DEM MULT 40

 RATE 5 COUNTY 2 MAIL CD 1 TAX CD 0 PEN CD 0 XREF 0
 CLASS 4 CITY 0 NEWS CD 1 TAXDST 9 CUT CD 0 ASST 1 STCD 1
 PS CD 2 NAT CD 1 X BIL 0 DUN CD 0 ENERGY 7 PAT 14346.17

RT	TY	NO	KWH	AMOUNT	REOCCURRING CD AMOUNT	CONSUMER CD 1:	BUDGET	ACCOUNT BALANCE
					1	2:	AMT	3224.60
					2	3:	BAL	LAST BILL
					3	4:	CD	071001