

PUBLIC NOTICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

FLORIDA GAS TRANSMISSION
COMPANY, LLC,

Plaintiff,
vs.
Case No. 26-cv-1156

Tract No: FLMEC-SAINT-011

+/-0.91 ACRES OF LAND IN SANTA ROSA COUNTY, FLORIDA, PERSONAL REPRESENTATIVE OF THE ESTATE OF TRAVIS KENNETH BYNUM, UNKNOWN BENEFICIARIES OF THE TRUST OF TRAVIS KENNETH BYNUM, UNKNOWN HEIRS OF TRAVIS KENNETH BYNUM, UNKNOWN HEIRS OF TRAVIS KENNETH BYNUM II, UNKNOWN HEIRS OF ALICIA K. GRIGGS, WILLIAM R. MITCHELL, and UNKNOWN PARTIES IN INTEREST,

Defendants.

NOTICE OF CONDEMNATION

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF TRAVIS KENNETH BYNUM, UNKNOWN HEIRS OF TRAVIS KENNETH BYNUM, UNKNOWN BENEFICIARIES OF THE TRUST OF TRAVIS KENNETH BYNUM, UNKNOWN HEIRS OF TRAVIS KENNETH BYNUM II, UNKNOWN HEIRS OF ALICIA K. GRIGGS, WILLIAM R. MITCHELL, UNKNOWN PARTIES IN INTEREST

This Notice of Condemnation is served pursuant to Fed. R. Civ. P. 71.1(d)

1. Plaintiff, Florida Gas Transmission Company ("FGT"), has filed a complaint in the Northern District of Florida, Pensacola Division (the "Court"), to acquire by condemnation certain easement interests over and across real property which you own or which you may hold an interest (the "Subject Easements"). The Subject Easements interests at issue are necessary for FGT to construct and operate a natural gas pipeline and related facilities and appurtenances in connection with what is referred to as the South Alabama Project (the "Project") as approved by the Federal Energy Regulatory Commission under FGT's Blanket Certificate (Docket No. CP82-553-000; Docket No. CP-26-26-000) (the "FERC Certificate").

2. You may have a claim or interest in the property over which the Subject Easements are to be taken by condemnation. That property is located in Santa Rosa County, Florida, and is more particularly described as:

Tract No. Parcel No.
FLMEC-SAINT-011 04-5N-29-0000-00300-0000

3. The Subject Easements are more fully described in Exhibit "A."

4. The authority for the taking by condemnation is the Natural Gas Act, 15 U.S.C. § 717f(h), and the FERC Certificate.

5. You may serve an answer on the Plaintiff's attorney within 21 days after being served with this Notice.

6. Failure to serve an answer will constitute consent to the taking and to the Court's authority to proceed with the action and fix the compensation, if any.

7. If you do not serve an answer, you may file a notice of appearance.

8. Pursuant to Fed. R. Civ. P. 71.1(d)(2)(B), the name of the Plaintiff's attorney is Ethan J. Loeb, Esquire. His telephone number is (813) 223-3888. His e-mail address is ethanl@blhtlaw.com. Mr. Loeb may be served at Bartlett Loeb Hinds Thompson & Angelos, 1001 Water Street, Suite 475, Tampa, Florida 33602.

Dated this 20th day of February, 2026.

BARTLETT LOEB HINDS THOMPSON & ANGELOS

/s/ Ethan Loeb
ETHAN J. LOEB
Florida Bar No.: 0668338
ethanl@blhtlaw.com
ALLISON DOUCETTE
Florida Bar No.: 0085577
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1001 Water Street, Suite 475
Tampa, Florida 33602
(813) 223-3888; Fax: (813) 228-6422
Attorneys for FGT

This Document Prepared By and Return To:

Florida Gas Transmission Company, LLC
Right of Way Department – Attn: Beth Porter
2301 Lucien Way, Suite 200
Maitland, FL 32751

Grantee:
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, Texas 77002

NATURAL GAS PIPELINE EASEMENT

PROJECT: SOUTH CENTRAL ALABAMA PROJECT
WBS NO.: C-25268-GL-94300001
TRACT NO.: FLMEC-SANT-011
SANTA ROSA COUNTY, FLORIDA

The Undersigned, SARAH LANGAN and TRAVIS KENNETH BYNUM, II as heirs to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased ("Grantor"), being the owner(s) of, or having an interest in, that certain tract of land situated in Santa Rosa County, Florida and more particularly described in Exhibit "A" attached hereto ("Lands"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant, convey, and warrant title to all easements described in attached Exhibit "B" and herein conveyed to FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company ("Florida Gas"), with its principal offices at 1300 Main Street, Houston, Texas 77002, and to Florida Gas' successors and assigns.

TO HAVE AND TO HOLD unto Florida Gas, its successors and assigns, for the purposes defined and described in attached Exhibit "B".

As further consideration for the payment made by Florida Gas, Grantor and Florida Gas further agree to all the terms and obligations described in attached Exhibit "B" with respect to the easements herein conveyed.

This Natural Gas Pipeline Easement may be executed in counterparts, all of which together shall constitute a single document.

DATED THIS _____ day of _____, 2025.

WITNESSES:

(Signature)

Name: _____
(Printed Name)

Address: _____

(Signature)

Name: _____
(Printed Name)

Address: _____

GRANTOR: SARAH LANGAN as heir to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by SARAH LANGAN as heir to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased. He/she is personally known to me or has produced _____ as identification.

Notary Public

Name (Printed): _____

My Commission Expires:

WITNESSES:

(Signature)

Name: _____
(Printed Name)

Address: _____

(Signature)

Name: _____
(Printed Name)

Address: _____

GRANTOR: TRAVIS KENNETH BYNUM, II as heir to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by TRAVIS KENNETH BYNUM, II as heir to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased. He/she is personally known to me or has produced _____ as identification.

Notary Public

Name (Printed): _____

My Commission Expires:

EXHIBIT "A"

Attached to and made a part of that certain NATURAL GAS PIPELINE EASEMENT dated _____, 2025

by and between SARAH LANGAN and TRAVIS KENNETH BYNUM, II as heirs to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased, as Grantor, and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

DESCRIPTION OF THE LANDS

FLMEC-SANT-011

The East one-half of the Northwest one-fourth of Section 4, Township 5 North, Range 29 West, and the Northwest diagonal one-half of the Northeast one-fourth of the Southwest one-fourth of said Section 4, Township 5 North, Range 29 West, Santa Rosa County, Florida, LESS AND EXCEPT the following:

50 feet on the Southeast side of the foregoing parcel of land, that has been conveyed to the State of Florida for State Highway purposes as described in that certain Quit Claim Deed given by Travis Bynum and wife Bradie Bynum, dated November 17, 1948, and recorded in Deed Book A-74, at Pages 571 and 572 of the public records of Santa Rosa County, Florida, and

LESS AND EXCEPT the following:

Commence at the Northwest corner of Section 4, Township 5 North, Range 29 West; thence run South 89 degrees 4 minutes 03 seconds East along the North line of said Section 4 for 2252.11 feet for the point of beginning; thence continue along last course run South 89 degrees 04 minutes 03 seconds East for 402.00 feet to the Northeast corner of the Northwest ¼ of said Section; thence

run South 00 degrees 33 minutes 23 seconds West along the East line of the Northwest ¼ for 2502.20 feet to the Northerly right of way line of Highway No. 98 (110 foot r/w); thence run South 45 degrees 06 minutes 28 seconds West along said right of way line for 573.01 feet; thence run North 00 degrees 33 minutes 23 seconds East for 2913.18 feet to the point of beginning. Containing 25.00 acres more or less.

Being the same tract of land acquired by the Grantor on the 17th day of May, 1995, in Official Records Book 1471, Page 508, Official Records of Santa Rosa County, Florida.

EXHIBIT "B"

Attached to and made a part of that certain NATURAL GAS PIPELINE EASEMENT dated _____, 2025 by and between SARAH LANGAN and TRAVIS KENNETH BYNUM, II as heirs to The Estate of Travis Kenneth Bynum a/k/a Travis Kenneth Bynum, I, deceased, as Grantor, and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

TERM SHEET FOR EASEMENT INTERESTS AND RIGHTS ACQUIRED BY FLORIDA GAS AND OBLIGATIONS AGREED TO BY FLORIDA GAS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF NATURAL GAS TRANSPORTATION FACILITIES

The following summarizes the easement interests and rights Florida Gas Transmission Company, LLC (Florida Gas) shall acquire from the property Owner/interest holder(s) (Owner) of certain real property and described in the attached legal descriptions and survey (Exhibit "A-1") and the obligations with which Florida Gas and Owner have agreed to comply under said **Natural Gas Pipeline Easement**:

1. To the extent applicable, the easement interests acquired by Florida Gas are described herein. The applicability of any particular easement interest shall be determined by its inclusion on Exhibit "A-1". For example, if Exhibit "A-1" depicts an access road, then a permanent or temporary access road easement, as applicable, is being conveyed and acquired. Capitalized terms used in this Term Sheet are defined and depicted on Exhibit "A-1", if applicable.

2. The Permanent Easement interests and rights acquired by Florida Gas are the exclusive and perpetual right, privilege and easement for and to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, dewater, alter, substitute, relocate, resize, replace, abandon and remove (collectively, the "Pipeline Operations") a single, underground transmission pipeline system for the transportation of natural gas, together with above-ground, surface and subsurface appurtenances thereto, including, but not limited to markers, electronic and communications equipment used in connection with the pipeline, cathodic, lightning, and other protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, water and utility cables and pipes, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline system (collectively, the "Pipeline Facilities"), on, under, above, across, within and through the lands described and depicted on Exhibit "A-1".

3. The Temporary Construction Easement interests and rights acquired by Florida Gas are the temporary right, privilege and easement to utilize such additional portions of the lands depicted and described on Exhibit "A-1" as temporary construction easement(s) and/or extra temporary construction easement(s) (collectively the Temporary Construction Easement) during the initial construction and installation of the Pipeline Facilities and for initial Pipeline Operations, for workspace, movement, storage and staging of personnel, materials, supplies and equipment, ingress and egress, all for the purpose of initial construction and installation of the Pipeline Facilities, and for conducting initial Pipeline Operations on Florida Gas' Pipeline Facilities located on the Permanent Easement, Owner's other property encumbered by Florida Gas and on other lands in which Florida Gas owns an interest. The rights of Florida Gas with respect to any Temporary Construction Easement shall commence on the date this easement is acquired by Florida Gas and shall terminate and expire upon **the earlier of the passage of twelve (12) months after the date of this easement or the date on which Florida Gas completes the construction and installation of the Pipeline Facilities and any restoration obligations.**

Additionally, Florida Gas shall retain the right of access and entry to those portions of the Temporary Construction Easement, if any, determined to be lands necessary for the purposes of mitigation, restoration, maintenance and monitoring activities conducted in satisfaction of Florida Gas' easement obligations or governmental permit requirements. However, in any event, this extended right of access shall automatically terminate and expire for all purposes and in all respects **upon the passage of five (5) years after the latter of: twelve (12) months after the date of this easement or the date on which Florida Gas completes the construction and installation of the Pipeline Facilities and any restoration obligations.**

4. The Permanent and/or Temporary Access Road Easement interests and rights acquired by Florida Gas are the right, privilege and easement to utilize such additional portions of the lands depicted and described on Exhibit "A-1" as Permanent and/or Temporary Access Road(s) limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes of Pipeline Operations. The Temporary Access Road Easement shall terminate and expire upon **the earlier of the passage of twelve (12) months after the date of this easement or the date on which Florida Gas completes the construction and installation of the Pipeline Facilities and any restoration obligations.**

5. Owner may continue to use the easements herein conveyed for any lawful purposes that do not interfere with Florida Gas' acquired rights; provided, however, that Owner may not create or maintain any reservoir or water impoundment, maintain any deep-rooted trees, construct or permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the herein conveyed easements, which would interfere with the exercise by Florida Gas of its acquired easement rights, including its right of ingress to and egress, and the safe and efficient conduct of the Pipeline Operations relating to the Pipeline Facilities. To the extent Owner does create any such condition in Florida Gas' sole determination, such condition may be removed by Florida Gas, and any failure to do so shall not constitute a waiver of Florida Gas' rights. Florida Gas will provide Owner, either upon request or at Florida Gas' option, a prior written determination that any particular exercise of the right to use the herein conveyed easement areas by the Owner does not interfere with the safe and efficient exercise of Florida Gas' rights, which determination shall not be arbitrarily or unreasonably withheld, delayed or conditioned.

