



RECEIVED
AUG 15 1997
BUREAU OF
AIR REGULATION

August 11, 1997

CERTIFIED: P 283-451-846

Mr. Jerry Kissel
Florida Department of Environmental Protection
Southwest District
3804 Coconut Palm Drive
Tampa, FL 33619

Dear Mr. Kissel:

Re: Request for Transfer of Permits
PSD-FL-190/AC53-214903, AO53-261950 and Title V Application

Attached are applications for transfer of the above-referenced permits for the Tiger Bay Cogeneration Facility, 3912 State Road 630 West, Fort Meade, FL 33841. Florida Power Corporation (FPC) has recently assumed ownership of this facility and requests to have these permits transferred to FPC's responsibility.

Also enclosed is a check in the amount of \$50.00 for the transfer fee for the construction permit, as discussed with Ms. Jennifer Tillman. Please provide approval in writing to me at the address listed below.

Please contact Ms. Jennifer Tillman at (813) 866-5022 if you have any questions regarding this submittal.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Pardue", enclosed in a circular scribble.

W. Jeffrey Pardue, C.E.P.
Director

Attachments

cc: Mr. Scott Sheplak, FDEP-Tallahassee



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPLICATION FOR TRANSFER OF PERMIT

Permit No. PSD-FL-190 / AC53-214903 Date Issued 5/17/93 Date Expires 1/1/96 - Title V App. Submitted 6/13/96

NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Tiger Bay Cogeneration Facility County: Polk
Source Location: 3219 State Road 630 City: Fort Meade, 33841
Permittee Name: Tiger Bay Limited Partnership / Jeanne Benedetti Title: V.P., Central FL DGE, Inc. A General Partner
Mailing Address: 2500 CityWest Blvd., Suite 150
Houston, TX 77042

The undersigned hereby notifies the department of the sale or legal transfer of this pollution source. He further agrees to assign his rights as permittee to the applicant in the event the department agrees to the transfer of permit.

Sworn to and subscribed before me at Pinellas
County, Florida
this 4th day of July 1997

Signature of Permittee

V.P., Central Florida DGE, Inc. A General Partner

Title

Date: 7-15-97

LINDA SCHULTZ
My Commission Expires 5/11/98
Bonded By Service Ins
No. CC473016



Personally Known Other I.D.

REQUEST FOR TRANSFER OF PERMIT

Source Name: Tiger Bay Cogeneration Facility
Applicant Name: Florida Power Corporation / W. Jeffrey Pardue, CEP Title: Director, Environmental Services
Mailing Address: 3201 34th Street South, MAC H2G
St. Petersburg, FL 33711 Telephone: (813) 866-4387

Project Engineer: Name: Robert W. Anderson
Mailing Address: 3201 34th Street South, MAC GV44
St. Petersburg, FL 33711 Telephone: (352) 337-6901

The undersigned hereby notifies the department of his having acquired title to this pollution source. He further states that he has examined the application and documents submitted by the current permittee the basis on which Permit No. PSD-FL-190 / AC53-214903 was issued by the department, and states that they accurately and completely describe the permitted activity or project. He further states that he is familiar with the permit, agrees to comply with its terms and conditions, and agrees to assume the rights and liabilities contained therein. He also agrees to promptly notify the department of any future change in ownership of, or responsibility for, the permitted activity or project.

Sworn to and subscribed before me at Pinellas
County, Florida
this 12th day of August 1997

Signature of Applicant*

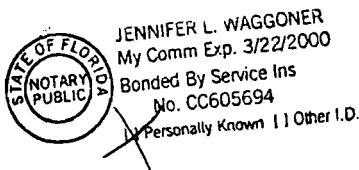
Director, Environmental Services

Title

Date: 8/12/97

Jennifer L. Waggoner
Notary Public
My Commission Expires: 03-22-2000

* Attach letter of authorization if other than owner or corporate officer.





STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPLICATION FOR TRANSFER OF PERMIT

Permit No. AO53-261950 Date Issued 1/27/95 Date Expires 1/31/96 - Title V App. Submitted 6/13/96

NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Tiger Bay Cogeneration Facility County: Polk
Source Location: 3219 State Road 630 City: Fort Meade, 33841
Permittee Name: Tiger Bay Limited Partnership / Jeanne Benedetti Title: V.P., Central FL DGE, Inc. A General Partner
Mailing Address: 2500 CityWest Blvd., Suite 150
Houston, TX 77042

The undersigned hereby notifies the department of the sale or legal transfer of this pollution source. He further agrees to assign his rights as permittee to the applicant in the event the department agrees to the transfer of permit.

Sworn to and subscribed before me at Pinellas
County, Florida
this 5th day of July 19 97.
LINDA SCHULTZ
My Commission Expires 5/17/98
Notary Public
Bonded By Service Ins
No. CC473016
[] Personally Known [X] Other I.D.

Signature of Permittee
V.P., Central Florida DGE, Inc. A General Partner
Date: 7-15-97

REQUEST FOR TRANSFER OF PERMIT

Source Name: Tiger Bay Cogeneration Facility
Applicant Name: Florida Power Corporation / W. Jeffrey Pardue, CEP Title: Director, Environmental Services
Mailing Address: 3201 34th Street South, MAC H2G
St. Petersburg, FL 33711 Telephone: (813) 866-4387

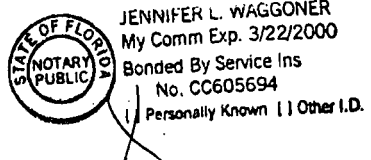
Project Engineer: Name: Robert W. Anderson
Mailing Address: 3201 34th Street South, MAC GV44
St. Petersburg, FL 33711 Telephone: (352) 337-6901

The undersigned hereby notifies the department of his having acquired title to this pollution source. He further states that he has examined the application and documents submitted by the current permittee the basis on which Permit No. AO53-261950 was issued by the department, and states that they accurately and completely describe the permitted activity or project. He further states that he is familiar with the permit, agrees to comply with its terms and conditions, and agrees to assume the rights and liabilities contained therein. He also agrees to promptly notify the department of any future change in ownership of, or responsibility for, the permitted activity or project.

Sworn to and subscribed before me at Pinellas
County, Florida
this 12th day of August 19 97.
Jennifer L. Waggoner
Notary Public
My Commission Expires: 03-22-2000

Signature of Applicant*
Director, Environmental Services
Date: 8/12/97

* Attach letter of authorization if other than owner or corporate officer.





STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPLICATION FOR TRANSFER OF PERMIT

Permit No. PSD-FL-190 / AC53-219031, AO53-261950 Date Issued N/A Date Expires N/A

1050223-002-AV

TRANSFER OF TITLE V APPLICATION, submitted 6/13/96, as amended 5/29/97

NOTIFICATION OF SALE OR LEGAL TRANSFER

Source Name: Tiger Bay Cogeneration Facility County: Polk
Source Location: 3219 State Road 630 City: Fort Meade, 33841
Permittee Name: Tiger Bay Limited Partnership / Jeanne Benedetti Title: V.P., Central FL DGE, Inc. A General Partner
Mailing Address: 2500 CityWest Blvd., Suite 150 Houston, TX 77042

The undersigned hereby notifies the department of the sale or legal transfer of this pollution source. He further agrees to assign his rights as permittee to the applicant in the event the department agrees to the transfer of permit.

Sworn to and subscribed before me at Pinellas County, Florida this 9th day of July 19 97. Renda Schultz Notary Public

Signature of Permittee: [Signature] V.P., Central Florida DGE, Inc. A General Partner Date: 7-15-97 Title

My Commission Expires: 5/17/98 Bonded By Service Ins No. CC473016 Personally Known [X] Other I.D.

REQUEST FOR TRANSFER OF PERMIT

Source Name: Tiger Bay Cogeneration Facility Applicant Name: Florida Power Corporation / W. Jeffrey Pardue, CEP Title: Director, Environmental Services
Mailing Address: 3201 34th Street South, MAC H2G St. Petersburg, FL 33711 Telephone: (813) 866-4387

Project Engineer: Name: Robert W. Anderson Mailing Address: 3201 34th Street South, MAC GV44 St. Petersburg, FL 33711 Telephone: (352) 337-6901

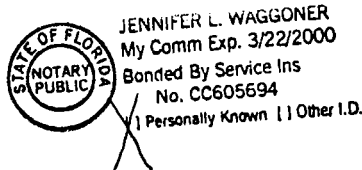
The undersigned hereby notifies the department of his having acquired title to this pollution source. He further states that he has examined the application and documents submitted by the current permittee the basis on which Permit No. PSD-FL-190 / AC53-219031, AO53-261950 was issued by the department, and states that they accurately and completely describe the permitted activity or project. He further states that he is familiar with the permit, agrees to comply with its terms and conditions, and agrees to assume the rights and liabilities contained therein. He also agrees to promptly notify the department of any future change in ownership of, or responsibility for, the permitted activity or project.

Sworn to and subscribed before me at Pinellas County, Florida this 12th day of August 19 97. Jennifer L. Waggoner Notary Public

Signature of Applicant*: [Signature] Director, Environmental Services Date: 8/12/97 Title

My Commission Expires: 03-22-2000

* Attach letter of authorization if other than owner or corporate officer.



Department of Environmental Protection

DIVISION OF AIR RESOURCES MANAGEMENT

APPLICATION FOR AIR PERMIT - LONG FORM

See Instructions for Form No. 62-210.900(1)

I. APPLICATION INFORMATION

This section of the Application for Air Permit form identifies the facility and provides general information on the scope and purpose of this application. This section also includes information on the owner or authorized representative of the facility (or the responsible official in the case of a Title V source) and the necessary statements for the applicant and professional engineer, where required, to sign and date for formal submittal of the Application for Air Permit to the Department. If the application form is submitted to the Department using ELSA, this section of the Application for Air Permit must also be submitted in hard-copy.

Identification of Facility Addressed in This Application

Enter the name of the corporation, business, governmental entity, or individual that has ownership or control of the facility; the facility site name, if any; and the facility's physical location. If known, also enter the facility identification number.

1. Facility Owner/Company Name: Florida Power Corporation	
2. Site Name: Tiger Bay Cogeneration Facility	
3. Facility Identification Number: AIRS-1050223 [] Unknown	
4. Facility Location Information: Street Address or Other Locator: 3219 State Road 630 East City: Ft. Meade County: Polk Zip Code: 33841	
5. Relocatable Facility? [] Yes [x] No	6. Existing Permitted Facility? [x] Yes [] No

Application Processing Information (DEP Use)

1. Date of Receipt of Application:	
2. Permit Number:	
3. PSD Number (if applicable):	
4. Siting Number (if applicable):	

Owner/Authorized Representative or Responsible Official

1. Name and Title of Owner/Authorized Representative or Responsible Official:

W. Jeffrey Pardue, C.E.P.

2. Owner/Authorized Representative or Responsible Official Mailing Address:

Organization/Firm: **Florida Power Corporation**

Street Address: **3201 34th St. S, POB 14042**

City: **St. Petersburg**

State: **FL**

Zip Code: **33711**

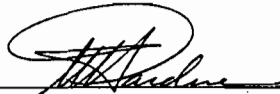
3. Owner/Authorized Representative or Responsible Official Telephone Numbers:

Telephone: **(813) 566-4387**

Fax: **(813) 866-4926**

4. Owner/Authorized Representative or Responsible Official Statement:

I, the undersigned, am the owner or authorized representative of the non-Title V source addressed in this Application for Air Permit or the responsible official, as defined in Rule 62-210.200, F.A.C., of the Title V source addressed in this application, whichever is applicable. I hereby certify, based on information and belief formed after reasonable inquiry, that the statements made in this application are true, accurate and complete and that, to the best of my knowledge, any estimates of emissions reported in this application are based upon reasonable techniques for calculating emissions. The air pollutant emissions units and air pollution control equipment described in this application will be operated and maintained so as to comply with all applicable standards for control of air pollutant emissions found in the statutes of the State of Florida and rules of the Department of Environmental Protection and revisions thereof. I understand that a permit, if granted by the Department, cannot be transferred without authorization from the Department, and I will promptly notify the Department upon sale or legal transfer of any permitted emissions unit.*



Signature

8/12/97

Date

* Attach letter of authorization if not currently on file.

Application Contact

1. Name and Title of Application Contact: Scott H. Osbourn, Sr. Environmental Engineer
2. Application Contact Mailing Address: Organization/Firm: Florida Power Corporation Street Address: P.O. Box 14042 City: St. Petersburg State: FL Zip Code: 33733
3. Application Contact Telephone Numbers: Telephone: (813) 866-5158 Fax: (813) 866-4926

Application Comment

See Attachment TB-AI-AC

II. FACILITY INFORMATION

A. GENERAL FACILITY INFORMATION

Facility Location and Type

1. Facility UTM Coordinates: Zone: 17 East (km): 416.2 North (km): 3069.22			
2. Facility Latitude/Longitude: Latitude (DD/MM/SS): 24 / 44 / 47 Longitude: (DD/MM/SS): 81 / 51 / 0			
3. Governmental Facility Code: 0	4. Facility Status Code: A	5. Facility Major Group SIC Code: 49	6. Facility SIC(s): 4911
7. Facility Comment (limit to 500 characters): See Attachment TB-FI-A7			

Facility Contact

1. Name and Title of Facility Contact: J.D. Sellers, Plant Manager			
2. Facility Contact Mailing Address: Organization/Firm: Florida Power Corporation Street Address: 3219 State Road 630 East City: Ft. Meade State: FL Zip Code: 33841			
3. Facility Contact Telephone Numbers: Telephone: (941) 285-1200 Fax: (941) 285-1206			

**B. GENERAL EMISSIONS UNIT INFORMATION
(Regulated and Unregulated Emissions Units)**

Emissions Unit Description and Status

1. Description of Emissions Unit Addressed in This Section (limit to 60 characters): Combustion Turbine (CT) GE7		
2. Emissions Unit Identification Number: <input type="checkbox"/> No Corresponding ID <input type="checkbox"/> Unknown 001		
3. Emissions Unit Status Code: A	4. Acid Rain Unit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5. Emissions Unit Major Group SIC Code: 49
6. Emissions Unit Comment (limit to 500 characters): See Attachment TB-EU1-B6.		

ATTACHMENT TB-EU1-B6
EMISSIONS UNIT COMMENT

**ATTACHMENT TB-EU1-B6
EMISSIONS UNIT COMMENT**

The CT exhausts through a HRSG. The nominal rating of the CT is 184 megawatts (MW). The steam turbine serves a separate generator with a nominal rating of 74 MW. The unit was permitted (AC53-214903/PSD-FL-190; as amended) and is capable of accommodating fuel oil. Associated facilities (e.g., fuel oil tank) have not been installed and unit has not operated on distillate oil. This unit is a new 'affected unit' under EPA's Acid Rain Program. Acid Rain Application will be submitted by the required date. The Part 75 CEMS is in the process of being installed.

ATTACHMENT TB-EU1-D

**LIST OF APPLICABLE REGULATIONS
(Revised July 15, 1997)**

ATTACHMENT TB-EU1-D

Applicable Requirements Listing - Power Plants

EMISSION UNIT: FPC Tiger Bay Cogeneration Facility

FDEP Rules:

Air Pollution Control-General Provisions:

- 62-204.800(7)(b)37.(State Only) - NSPS Subpart GG
- 62-204.800(7)(d) (State Only) - NSPS General Provisions
- 62-204.800(12) (State Only) - Acid Rain Program
- 62-204.800(13) (State Only) - Allowances
- 62-204.800(14) (State Only) - Acid Rain Program Monitoring

Stationary Sources-General:

- 62-210.700(1) - Startup/shutdown/malfunction
- 62-210.700(4) - maintenance
- 62-210.700(6)

Acid Rain:

- 62-214.300 - Acid Rain Units (Applicability)
- 62-214.320 - Acid Rain Units (Application Shield)
- 62-214.330 - Compliance Options (if 62-214.430)
- 62-214.350(2),(3),(6) - Acid Rain Units (Certification)
- 62-214.370 - Revisions; corrections; (potentially applicable)
- 62-214.430 - Acid Rain Units (Compliance Options)

Stationary Sources-Emission Monitoring (where stack test is required):

- 62-297.310(1) - Test Runs-Mass Emission
- 62-297.310(2)(b) - Operating Rate; other than CTs
- 62-297.310(3) - Calculation of Emission
- 62-297.310(4)(a) - Applicable Test Procedures;Sampling time
- 62-297.310(4)(b) - Sample Volume
- 62-297.310(4)(c) - Required Flow Rate Range-PM/H2SO4/F
- 62-297.310(4)(d) - Calibration
- 62-297.310(4)(e) - EPA Method 5-only
- 62-297.310(5) - Determination of Process Variables
- 62-297.310(6)(a) - Permanent Test Facilities-general
- 62-297.310(6)(c) - Sampling Ports
- 62-297.310(6)(d) - Work Platforms
- 62-297.310(6)(e) - Access
- 62-297.310(6)(f) - Electrical Power
- 62-297.310(6)(g) - Equipment Support
- 62-297.310(7)(a)2. - FFSG excess emissions
- 62-297.310(7)(a)3. - Permit Renewal Test Required
- 62-297.310(7)(a)4

62-297.310(7)(a)5.
62-297.310(7)(a)6.
62-297.310(7)(a)9.
62-297.310(7)(c)
62-297.310(8)

- PM exemption if < 400 hrs/yr
- PM exemption if < 200 hrs/6 month
- FDEP Notification - 15 days
 - Waiver of Compliance Tests (fuel sampling)
- Test Reports

Federal Rules:

NSPS General Requirements:

40 CFR 60.7(b)
40 CFR 60.7(f)
40 CFR 60.8(c)
40 CFR 60.8(e)
40 CFR 60.8(f)
40 CFR 60.11(a)
40 CFR 60.11(d)
40 CFR 60.12

- Notification/Recordkeeping (startup/shutdown/malfunction)
- Notification/Recordkeeping (maintain records-2 years)
- Performance Tests (representative conditions)
- Performance Tests (Provide stack sampling facilities)
- Test Runs
- Compliance (ref. S. 60.8)
- Compliance (maintain air pollution control equipment)
- Circumvention

NSPS Subpart GG:

40 CFR 60.332(a)(1)
40 CFR 60.333
40 CFR 60.334
40 CFR 60.335

- NOx for Electric Utility Cts
- SO2 limits (0.8% sulfur)
- Monitoring of Operations (WTF ratio/custom plan)
- Test Methods

Acid Rain-Permits:

40 CFR 72.9(a)
40 CFR 72.9(b)
40 CFR 72.9(c)(1)
40 CFR 72.9(c)(2)
40 CFR 72.9(c)(1)(iiv)
40 CFR 72.9(c)(4)
40 CFR 72.9(c)(5)
40 CFR 72.9(e)
40 CFR 72.9(f)
40 CFR 72.9(g)
40 CFR 72.20(a)
40 CFR 72.20(b)
40 CFR 72.20(c)
40 CFR 72.21
40 CFR 72.22
40 CFR 72.23
40 CFR 72.30(a)
40 CFR 72.30(c)
40 CFR 72.30(d)
40 CFR 72.32
40 CFR 72.33(b)
40 CFR 72.33(c)

- Permit Requirements
- Monitoring Requirements
- SO2 Allowances-hold allowances
- SO2 Allowances-violation
- SO2 Allowances- other utility units
- SO2 Allowances-allowances held in ATS
- SO2 Allowances-no deduction for 72.9(c)(1)(i)
- Excess Emission Requirements
- Recordkeeping and Reporting
- Liability
- Designated Representative; required
- Designated Representative; legally binding
- Designated Representative; certification requirements
- Submissions
- Alternate Designated Representative
- Changing representatives; owners
- Requirements to Apply (operate)
- Requirements to Apply (reapply before expiration)
- Requirements to Apply (submittal requirements)
- Permit Application Shield
- Dispatch System ID;unit/system ID
- Dispatch System ID;ID requirements

- 40 CFR 72.33(d)
 - 40 CFR 72.40(a)
 - 40 CFR 72.40(b)
 - 40 CFR 72.40(c)
 - 40 CFR 72.40(d)
 - 40 CFR 72.51
 - 40 CFR 72.90
- Dispatch System ID; ID change
 - General; compliance plan
 - General; multi-unit compliance options
 - General; conditional approval
 - General; termination of compliance options
 - Permit Shield
 - Annual Compliance Certification

Monitoring Part 75:

- 40 CFR 75.5
 - 40 CFR 75.10(a)(2)
 - 40 CFR 75.10(b)
 - 40 CFR 75.10(c)
 - 40 CFR 75.10(f)
 - 40 CFR 75.10(g)
 - 40 CFR 75.11(d)
 - 40 CFR 75.11(e)
 - 40 CFR 75.12(b)
- Prohibitions
 - Primary Measurement; NO_x; except 75.12&.17; Subpart E
 - Primary Measurement; Performance Requirements
 - Primary Measurement; Heat Input; Appendix F
 - Primary Measurement; Minimum Measurement
 - Primary Measurement; Minimum Recording
 - SO₂ Monitoring; Gas- and Oil-fired units
 - SO₂ Monitoring; Gaseous fuel firing
 - NO_x Monitoring; Determination of NO_x emission rate; Appendix F
- 40 CFR 75.20(a)(5)
 - 40 CFR 75.20(b)
 - 40 CFR 75.20(c)
 - 40 CFR 75.20(g)
 - 40 CFR 75.21(a)
 - 40 CFR 75.21(b)
 - 40 CFR 75.21(c)
 - 40 CFR 75.21(d)
 - 40 CFR 75.21(e)
 - 40 CFR 75.21(f)
 - 40 CFR 75.22
 - 40 CFR 75.24
 - 40 CFR 75.30(a)(3)
 - 40 CFR 75.32
 - 40 CFR 75.33
 - 40 CFR 75.36
 - 40 CFR 75.53
 - 40 CFR 75.54(a)
 - 40 CFR 75.54(b)
 - 40 CFR 75.54(d)
 - 40 CFR 75.55(c);(e)
 - 40 CFR 75.56
 - 40 CFR 75.60
 - 40 CFR 75.61
 - 40 CFR 75.63
 - 40 CFR 75.64(a)
 - 40 CFR 75.64(b)
- Initial Certification Approval Process; Loss of Certification
 - Recertification Procedures
 - Certification Procedures
 - Exceptions to CEMS; oil/gas/diesel; Addendix D & E
 - QA/QC; CEMS;
 - QA/QC; Opacity;
 - QA/QC; Calibration Gases
 - QA/QC; Notification of RATA
 - QA/QC; Audits
 - QA/QC; CEMS
 - Reference Methods
 - Out-of-Control Periods; CEMS
 - General Missing Data Procedures; NO_x
 - Monitoring Data Availability for Missing Data
 - Standard Missing Data Porcedures
 - Missing Data Procedures for Heat Input
 - Monitoring Plan (revisions)
 - Recordkeeping-general
 - Recordkeeping-operating parameter
 - Recordkeeping-NO_x
 - Recordkeeping; Special Situations (gas & oil firing)
 - Certification; QA/QC Provisions
 - Reporting Requirements-General
 - Reporting Requirements-Notification cert/recertification
 - Reporting Requirements-Certification/Recertification
 - Reporting Requirements-Quarterly reports; submission
 - Reporting Requirements-Quarterly reports; DR statement

- 40 CFR 75.64(c)
 - 40 CFR 75.64(d)
 - Appendix A-3.
 - Appendix A-4.
 - Appendix A-5.
 - Appendix A-6.
 - Appendix B
 - Appendix C-1.
 - Appendix C-2.
 - Appendix F
 - Appendix G-2.
 - Appendix H
 - 40 CFR Part 77.3
 - 40 CFR Part 77.5(b)
 - 40 CFR Part 77.6
- Rep. Req.; Quarterly reports; Compliance Certification
 - Rep. Req.; Quarterly reports; Electronic format
 - Performance Specifications
 - Data Handling and Acquisition Systems
 - Calibration Gases
 - Certification Tests and Procedures
 - QA/QC Procedures
 - Missing Data; SO₂/NO_x for controlled sources
 - Missing Data; Load-Based Procedure; NO_x & flow
 - Conversion Procedures
 - Determination of CO₂; from combustion sources
 - Traceability Protocol
 - Offset Plans (future)
 - Deductions of Allowances (future)
 - Excess Emissions Penalties SO₂ and NO_x

BILL OF SALE

TIGER BAY LIMITED PARTNERSHIP ("Seller"), for good and valuable consideration paid to Seller by FPC ACQUISITION L.L.C. ("Buyer"), the receipt and sufficiency of which are hereby acknowledged, has ASSIGNED, SOLD, CONVEYED and DELIVERED, and does hereby ASSIGN, SELL, CONVEY and DELIVER unto Buyer, its legal representatives, heirs, successors and assigns, all of Seller's right, title and interest, if any, in and to the following:

All of the improvements, fixtures, equipment, machinery and other personal property (collectively, "Personal Property") placed or installed on the real property ("Real Property") situated in Polk County, Florida, as more particularly described on Exhibit "A" which is attached hereto and is fully incorporated by reference herein.

This Bill of Sale is made and accepted subject to all liens, easements, restrictions, covenants and other matters affecting the Real Property.

BUYER TAKES THE PERSONAL PROPERTY "AS IS" AND WITH "ALL FAULTS". SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PERSONAL PROPERTY AND THIS BILL OF SALE, AND BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. SELLER EXPRESSLY DISCLAIMS AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OF MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PROPERTY, AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY.

In connection with, and as partial consideration for, the assignment, sale, conveyance and delivery by Seller to Buyer of all of Seller's right, title and interest, if any, in and to the Personal Property, Buyer agrees to indemnify, defend and hold harmless Seller, its partners, officers, employees, directors and agents (the "Indemnified Parties") from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by the Indemnified Parties arising out of, related to, or in connection with the Personal Property and the Real Property after the date hereof.


This Bill of Sale shall be construed and interpreted in accordance with the laws of the State of Florida.

EFFECTIVE as of the 15 day of July, 1997.

SELLER:

TIGER BAY LIMITED PARTNERSHIP

By: Central Florida DGE, Inc.,
its general partner

By: 
Name: Jeanne Benedetti
Title: Vice President

BUYER:

FPC ACQUISITION L.L.C.

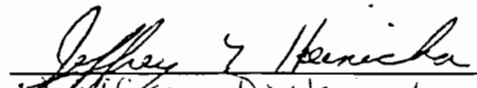
By: 
Name: Jeffrey R. Henicka
Title: Sr. Vice President

EXHIBIT "A"

PLANT SITE DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 31 SOUTH, RANGE 25 EAST, IN POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE ON THE WEST BOUNDARY LINE OF SECTION 31, TOWNSHIP 31 SOUTH, RANGE 25 EAST, AT A POINT 5.96 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 31 (SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 31 SOUTH, RANGE 25 EAST), DESIGNATED AS STATION 592+38.20, BEING A POINT ON THE SURVEY LINE OF THE SURVEY FOR STATE ROAD S-630 (NOW COUNTY ROAD 630); RUN THENCE ALONG SAID SURVEY LINE NORTH 89°57'23" EAST A DISTANCE OF 565.69 FEET; THENCE CONTINUE ALONG SAID SURVEY LINE SOUTH 89°48'22" EAST A DISTANCE OF 2296.11 FEET; RUN THENCE SOUTH 00°11'38" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SR S-630 (NOW CR 630) AND THE POINT OF BEGINNING; RUN THENCE SOUTH 00°11'38" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID SR S-630 A DISTANCE OF 10.00 FEET; RUN THENCE SOUTH 89°48'22" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID SR S-630 A DISTANCE OF 149.44 FEET; RUN THENCE SOUTH 24°54'47" EAST A DISTANCE OF 43.91 FEET; RUN THENCE SOUTH 21°47'04" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 20°04'17" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 17°32'15" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 14°05'12" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 12°09'16" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 10°07'22" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 05°16'27" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 04°01'56" EAST A DISTANCE OF 50.00 FEET; RUN THENCE SOUTH 00°14'38" EAST A DISTANCE OF 483.22 FEET; RUN THENCE SOUTH 89°48'22" EAST A DISTANCE OF 451.59 FEET; RUN THENCE SOUTH 00°00'27" EAST A DISTANCE OF 143.15 FEET; RUN THENCE SOUTH 44°39'20" EAST A DISTANCE OF 53.75 FEET; RUN THENCE SOUTH 89°36'34" EAST A DISTANCE OF 98.18 FEET; RUN THENCE SOUTH 00°14'38" EAST, ALONG A LINE FIVE FEET EASTERLY OF THE CENTERLINE OF A PIPELINE EASEMENT AS DESCRIBED IN OR BOOK 1609, PAGE 79 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 737.49 FEET,

TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID SR S-630, RUN THENCE SOUTH 89°48'22" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID SR S-630 A DISTANCE OF 56.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 295,380.39 SQUARE FEET OR 6.77 ACRES MORE OR LESS.

ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of the 15 day of July, 1997, among TIGER BAY LIMITED PARTNERSHIP ("Assignor"), FPC ACQUISITION L.L.C. ("Assignee") and FLORIDA POWER CORPORATION ("Guarantor").

RECITALS:

WHEREAS, Assignor, Assignee and Guarantor are parties to the Purchase Agreement ("Purchase Agreement") dated as of January 20, 1997; and

WHEREAS, the execution of this Assignment and Assumption is a condition to the closing under the Purchase Agreement (the "Closing").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following:

- (a) The contracts listed on Schedule 1 hereto (the "Contracts"); and
- (b) The governmental authorizations and permits listed on Schedule 2 hereto, to the extent assignable (the "Permits").

2. Assumption of Liabilities; Indemnification. In connection with, and as partial consideration for, the transfer of the Contracts and Permits, Assignee hereby (i) assumes and agrees to pay, perform, discharge and satisfy when due, any and all obligations and liabilities of Assignor under or arising out of, related to or in connection with the Contracts and the Permits, whether now existing or hereafter arising (specifically including, without limitation, and notwithstanding any other consents, releases or other agreements or instruments related hereto, the continuing obligations of Assignor as the assigning party under Section 19.03 of the Steam Sale Agreement listed as item 14 on Schedule 1 hereto), and concurs with the protections and limitations afforded in Article 16 of Purchase Order No.12530001 and Purchase Order No 12530013, listed as items 14 and 15, respectively, on Schedule 1 hereto (ii) agrees to indemnify, defend and hold harmless Assignor, its partners, officers, employees, directors and agents (the "Indemnified Parties") from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by the Indemnified Parties (A) arising out of, related to, or in connection with the Contracts and the Permits after the date hereof and (B) arising out of, related to, or in connection with any breach by Assignee of the representation and warranty contained in Section 4.02(f) of the Purchase Agreement, whether now existing or hereafter arising.

Best Available Copy

3. Survival of Covenants. The covenants made by Assignor in Sections 2.03, 5.01(f) and 5.01(i), by Assignee in Sections 2.03, 5.02(d), 5.02(f) and 8.01(d)(i), and by Guarantor in Sections 5.02(f), 5.03 and 8.01(d)(i) of the Purchase Agreement shall survive the Closing.

4. Further Assurances. At the request of any party hereto and without any additional consideration, a party shall execute and deliver such further agreements, documents or instruments, and perform such further acts, as may be reasonably requested of it in order to give effect to the provisions of this Assignment and Assumption.

5. Disclaimer of Warranties. **THIS AGREEMENT IS MADE WITHOUT RECOURSE AND ON AN "AS IS, WHERE IS" BASIS AND ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED.**

6. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIGER BAY LIMITED PARTNERSHIP

By: Central Florida DGE, Inc.,
Its general partner

By: 

Name: Jeanne Benedetti

Title: Vice President

FPC ACQUISITION L.L.C.

By: 

Name: Stephen R. Henicka

Title: Sr. Vice President

FLORIDA POWER CORPORATION

By: 

Name: Stephen R. Henicka

Title: Sr. Vice President

SCHEDULE 1

1. Contract for the Purchase of Firm Energy and Capacity from a Qualifying Facility (Unit 1) dated November 30, 1988 between General Peat Resources L.P., whose interest was assigned to Assignor, and Florida Power Corporation, as amended, clarified and supplemented through the date hereof.
2. Contract for the Purchase of Firm Energy and Capacity from a Qualifying Facility (Unit 2) dated November 30, 1988 between General Peat Resources L.P., whose interest was assigned to Assignor, and Florida Power Corporation, as amended, clarified and supplemented through the date hereof.
3. Contract for the Purchase of Firm Energy and Capacity from a Qualifying Facility (Unit 3) dated November 30, 1988 between General Peat Resources L.P., whose interest was assigned to Assignor, and Florida Power Corporation, as amended, clarified and supplemented through the date hereof.
4. Negotiated Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility dated as of March 28, 1991 between EcoPeat Avon Park, whose interest was assigned to Assignor, and Florida Power Corporation, as amended, clarified and supplemented through the date hereof.
5. Standard Offer Contract for Purchase of Firm Energy and Capacity from a Qualifying Facility dated July 1989 between Timber Energy Resources Inc., whose interest was assigned to Assignor, and Florida Power Corporation, as amended, clarified and supplemented through the date hereof.
6. Any interconnection agreements entered into between Assignor and Florida Power Corporation with respect to any of the foregoing, as amended through the date hereof.
7. Sections 3 and 4 of the Lease Termination Agreement dated February 22, 1993 among Florida Power Corporation, Assignor and EcoPeat Avon Park, as amended through the date hereof.
8. Operation and Maintenance Agreement dated as of April 25, 1995 between Florida Power Corporation and Assignor, as amended through the date hereof.
9. Operation and Maintenance Agreement dated as of July 15, 1993 between Assignor and Destec Operating Company, as amended through the date hereof.
10. Gas Sales and Purchase Contract dated September 22, 1993 between Assignor and Vastar Gas Marketing, Inc., as amended through the date hereof.

11. Firm Transportation Service Agreement (Rate Schedule FTS-1) dated December 30, 1993 between Assignor and Florida Gas Transmission Company, as amended through the date hereof.
12. Firm Transportation Service Agreement (Rate Schedule FTS-2) dated December 30, 1993 between Assignor and Florida Gas Transmission Company, as amended through the date hereof.
13. Steam Sale Agreement dated as of June 15, 1993 between Assignor and U. S. Agri-Chemicals Corporation, as amended through the date hereof.
14. Purchase Order No. 12530001, issued by Destec Engineering, Inc. to General Electric Company, Inc., dated March 10, 1993, and Change Orders 1 through 8 thereto.
15. Purchase Order No. 12530013, issued by Destec Engineering, Inc. to General Electric Company, Inc., dated March 17, 1993, and Change Orders 1 through 7 thereto.
16. Additional Inventory Contracts (as defined in the Purchase Agreement).

SCHEDULE 2

PERMITS

<u>Permits</u>	<u>Date of Issuance</u>
1. USEPA - Storm Water NOI, Construction (No. FLR00B155)	09/09/93
2. DOE - Fuel Use Act (Cert. No. 123)	08/16/93
3. FAA - Stack Notice (Study No. 92-ASO-2363-OE)	02/25/93
4. FEMA - Polston Engineering	12/03/92
5. USACOE - Wetlands Delineation Determination	03/31/93
6. FDER/PSD Permit (AC53-21-4903/PSD-FL-190) - Construction	05/17/93
Amendment Number 1	04/23/96
Amendment Number 2	01/08/97
7. FDER Industrial Waste Water and Storm Water Permit (IC53-221795 and RC53-221796) - Construction	05/04/93
8. FDER Air Permit for ZLD (AC53-230744) - Construction	06/29/93
9. FDER - Wetlands Exemption, Interoffice Memorandum	05/12/93
10. Florida - Notice of Commencement	09/03/93
11. FDEP - Storage Tank Registration (I.D. - 53/9300713) (Renewed annually)	01/07/97
12. Florida - Division of Historical Resources	01/04/93
13. Florida - Division of Historical Resources	02/01/93
14. Florida - Division of Historical Resources (For FPC Substation)	06/15/93
15. SWFWMD - Individual Water Use Permit (2010840.00)	02/23/93
16. Polk County - Commercial Site Plan Approval (133.92)	11/23/92
17. Polk County - Non Certified Electric Power Generating Site Approval (SA-92-01) and Polk County - Conditional Use Permit (CUP-92-17)	11/17/92

18.	Polk County - Construction Permit (93080960)	08/13/93
19.	Polk County/HRS - Septic Tank Permit (57037)	11/06/92
20.	Polk County - Solid Waste Disposal	06/25/93
21.	Polk County - Certificate of Concurrency Determination	11/23/93
22.	Polk County - Temporary Sign Permit (Construction)	10/05/93
23.	Polk County - Driveway Approval (1521.92)	11/23/92
24.	USEPA - NPDES Notice of Termination (Construction)	03/28/95
25.	SWFWMD - Well Construction Permit	03/31/94
26.	Polk County HRS - Drinking Water Well System - Construction Permit	04/08/94
27.	USEPA - NPDES General Permit for Storm Water (Operational) Discharges (Notice of Intent)	02/15/95
28.	USEPA - Update SPCC Plan for Oil Containment	02/22/95
29.	FDEP - GT/HRSG Initial Compliance Form	02/13/95
30.	FDEP - GT/HRSG Certification (Continuous Emissions Monitor Test)	10/19/94
31.	FDEP - GT/HRSG Custom Fuel Plan	12/02/94
32.	FDEP - Initial GT/HRSG, ZLD Compliance Source Test	10/19/94
33.	FDEP - ZLD Operating Permit (A053-261950)	01/25/95
34.	FDEP - Wastewater to USAC (or "no action" letter)	04/08/94
35.	FDEP - Best Management Practices Plan for Waste Water Permit	02/22/95
36.	FDEP - Industrial Waste and Storm Water Operating Permit "No Action Letter" - FDEP Storm Water Permit Exemption Letter	12/27/95 03/17/97
37.	FDEP - EPA Hazardous Waste Generator	07/20/94
38.	Polk County - Certificate of Occupancy	10/17/95

- | | | |
|-----|---|----------|
| 39. | Polk County - Waste Water to USAC (or "no action" letter) | 09/20/93 |
| 40. | Polk County - Permanent Sign Permit | 12/02/94 |
| 41. | USEPA - Update Storm Water Prevention Plan | 12/29/94 |

PART B - DEFERRED APPROVALS/STUDIES/LETTERS

- | | | |
|-----|---------------------------------|--|
| 42. | FDEP - Title V Operating Permit | Application Submitted 6/13/96
Amended 5/27/97 |
|-----|---------------------------------|--|



David L. Miller
Vice President
Corporate Services

March 7, 1997

TO WHOM IT MAY CONCERN:

Subject: Letter of Authorization

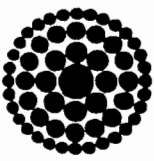
Please be advised that W. Jeffrey Pardue, Director, Environmental Services Department, Sharon K. Momberg, Manager of Waste Management Programs, Kent D. Hedrick, Manager of Water Programs, J. Michael Kennedy, Manager of Air Programs and Karen A. Johnston, Environmental Project Manager, are authorized to represent Florida Power Corporation in matters relating to necessary permits and reporting documentation required from regulatory authorities in the areas of air, water, power plant site certifications and transmission line certifications, or hazardous and solid materials issues.

Sincerely,

A handwritten signature in black ink, appearing to read "D. L. Miller", with a large, stylized flourish extending from the end.

D. L. Miller

DLM:mlp



Florida Power
CORPORATION

ACCOUNTS PAYABLE DEPT. C2N

P. O. BOX 14042

ST. PETERSBURG, FL 33733-4042 **REMITTANCE ADVICE**

(813) 866-5257

89

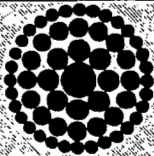
CHECK DATE 06/12/97 VENDOR FLA DEPT OF ENVIRONMENTAL

VENDOR NO. 278473 CHECK NO. 1897182

INVOICE NO.	DATE	OUR ORDER NO.	VOUCHER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
CK127552	06/09/97		9706196650	50.00	.00 TOTAL	50.00 50.00

THE ATTACHED REMITTANCE IS IN FULL SETTLEMENT OF ACCOUNT AS STATED. IF NOT CORRECT PLEASE RETURN TO ABOVE ADDRESS.

Accounts Payable Department C2N
P.O. Box 14042
St. Petersburg, FL 33733-4042



Florida Power
CORPORATION

DATE 06/12/97 CHECK NO. 1897182

PAY: \$50+DOLLARS AND 00 CENTS

\$*****50.00

SunTrust / Mid-Florida

TO
THE
ORDER
OF

FLA DEPT OF ENVIRONMENTAL
PROTECTION
2600 BLAIR STONE RD
TALLAHASSEE FL 32399-2400

Void after 80 days

J. V. Swallow
Treasurer