

Upon motion made by Commissioner Frank P. Foster  
and seconded by Commissioner A. K. Nicholson, the following  
resolution was duly passed and adopted:

RESOLUTION NO. 74

APPROVING A PROPOSED STREET LIGHTING AGREEMENT WITH THE FLORIDA  
POWER AND LIGHT COMPANY PROVIDING FOR THE SUPPLY BY SAID COMPANY  
AND THE PURCHASE BY THE TOWN OF SEWALLS POINT, FLORIDA; SETTING  
OUT THE TERMS AND CONDITIONS UNDER WHICH THE FOREGOING SHALL BE  
FURNISHED BY SAID COMPANY AND PURCHASED BY SAID TOWN; AUTHORIZING  
AND DIRECTING THE MAYOR AND THE CLERK OF AND ON BEHALF OF THE  
COMMISSIONERS OF THE TOWN OF SEWALLS POINT, FLORIDA, TO EXECUTE  
AND ENTER INTO WITH THE FLORIDA POWER AND LIGHT COMPANY THE  
SAID STREET LIGHTING AGREEMENT.

BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF SEWALLS  
POINT, FLORIDA:

1. That the proposed street lighting agreement with Florida Power  
and Light Company which is hereinafter set forth in Section 2, hereof, be and  
the same is hereby approved as to form and substance.

2. That the Mayor and the Clerk of and on behalf of the Commissioners  
of the Town of Sewalls Point, Florida are hereby authorized and directed to  
execute and enter into with Florida Power and Light Company the Street Lighting  
Agreement approved in Section 1, hereof and hereinafter set forth in form  
words and figures as follows:

I, MARY G. SMITH, Clerk of the Town of  
Sewalls Point, Florida, DO HEREBY CERTIFY that the above and foregoing  
is a true and correct copy of Resolution No. 74 passed by the  
Commissioners of the Town of Sewalls Point, Florida, on the 10th  
day of Dec. 1969.

Witness my hand and official seal of said Town this 10th  
day of Dec. 1969.

Mary G. Smith  
Town Clerk

**MUNICIPAL STREET LIGHTING AGREEMENT**

FORM 216 A REV. 8/64 PAGE 1412 PO 79560

THIS AGREEMENT made this 10 day of December, 1969, by and between

the Town of Sewalls Point, Florida, a municipal corporation organized and existing under the laws of the State of Florida, and its successors (hereafter called "the Customer"), and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, its successors and/or assigns (hereafter called "the Company"),

**WITNESSETH:**

THAT for and in consideration of the sum of One Dollar (\$1.00) paid by each party hereto to the other, and of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

**ARTICLE I.**

**THE COMPANY AGREES:**

SECTION 1. In so far as reasonable diligence will enable it to do so, to furnish electric energy and services to the Customer for the street lighting system within the corporate limits of The Town of Sewalls Point, Florida, in accordance with the terms and provisions hereof.

SECTION 2. To install on the Company's existing distribution poles within thirty (30) days after receipt of written notice from the Customer, evidenced by a letter from the Customer's Town Clerk, under the Customer's corporate seal, setting forth that such installation has been duly authorized by the Customer's governing body, overhead bracket street lights, and to connect said street lights to the Company's overhead street lighting circuits, now or hereafter installed in Sewalls Point, Florida, provided, however, that in the event it shall be necessary for the Company to extend its street lighting circuits more than 300 feet in order to reach any additional overhead bracket street light ordered by the Customer, as herein provided, the Customer agrees to reimburse the Company for the cost, in excess of 300 feet, of making such extension to its street lighting circuits.

SECTION 3. To serve the Customer's "White Way" and/or other type of ornamental post or ornamental bracket street lighting system which is now, or may hereafter be, installed, or any extension thereof, and to extend the Company's overhead street lighting circuits to the point of connection with the Customer's underground cable connecting together street lights forming the Customer's "White Way" street lighting system so constructed by said Customer, provided, however, that in the event it shall be necessary for the Company to extend its street lighting circuits more than 300 feet in order to reach such point of connection, the Customer agrees to reimburse the Company for the cost, in excess of 300 feet, of making such extension to its overhead street lighting circuits.

SECTION 4. To change the location of any street light in use or to substitute for any street light in use at one location any other street light of the same type and ownership, and of the same or greater rating in lumens, candlepower or wattage, not in use at any other location, upon payment by the Customer of the cost of such change or substitution and upon thirty (30) days' written notice from the Customer evidenced by letter from the Customer's Town Clerk, under the Customer's corporate seal, setting forth that such change in location or substitution of street light has been duly authorized by the Customer's governing body.

**ARTICLE II.**

**THE CUSTOMER AGREES:**

SECTION 1. To purchase from the Company all electric energy and services necessary for the operation of the street lighting system within the corporate limits of The Town of Sewalls Point, Florida, which is now, or may hereafter be, installed, the minimum requirements for which shall at all times equal that of the present installation as set forth under Section I of Article III hereof, plus that of all additional installations made by the Company and/or the Customer, under Article I of this Agreement.

SECTION 2. To pay for all the energy and services furnished by the Company at any business office or pay station of the Company, in accordance with the schedules attached hereto, made a part hereof and marked 6-13

SECTION 3. To construct, renew, repair and maintain the underground cable or overhead conductors connecting its "White Way" and/or other type of ornamental post or ornamental bracket street lighting system and the posts thereof so that at all times said street lighting system shall be in a safe condition and, in the event it shall become necessary to reinforce or rebuild said system in order that it may be properly served in accordance with good electrical practice, to so reinforce and rebuild said system and to protect and save the Company harmless from any and all loss, cost, damage or expense that may be caused to the Company by reason of the failure on the part of the Customer to properly construct, renew, repair and/or maintain said street lighting system in accordance with the provisions hereof.

R-74

IT IS MUTUALLY AGREED:

ARTICLE III.

**Initial Overhead**

SECTION I. That the street lighting system within the corporate limits of THE TOWN OF GOWLES POINT, Florida, consists of certain street lights described as follows:

Kind of Lamp—	Rating of Fixture in Lumens	Number of Lamps—	Supported on Bracket-Type Fixtures	Supported on Ornamental Posts or Fixtures	Number of Lights Owned by the Company
Incandescent	1,000	Incandescent			
Incandescent	2,500	Incandescent			
Incandescent	4,000	Incandescent			
Incandescent	6,000	Incandescent			
Incandescent	10,000	Incandescent			
Mercury Vapor	20,500	Mercury Vapor	8		

together with the following other facilities provided by the Company for which a separate charge is made: **To be determined.**

Kind of Pole	Number of Poles	Conductors	Number of Feet
Cresooted Wood	- 0 -	Under Parkway	
Concrete	- 0 -	Under Paving	
Steel	- 0 -		

SECTION 2. That by "street lighting," as used in this Agreement, is meant the lighting of streets, avenues, alleys, parks, bridges, and public places other than public buildings.

SECTION 3. That no liability to furnish or take service shall exist at any time that either party is prevented from complying with this Agreement by legal proceedings, strikes, lockouts, fires, riots, acts of God or the public enemy, or in case or cases not under the control of the party thus prevented from compliance, or by reason of any partial, temporary or entire shut-down of service which, in the opinion of the Company, is necessary for the purpose of repairing or making more efficient all or any part of its electrical generating or other electrical equipment.

SECTION 4. That the Company shall use reasonable diligence to provide continuous service during lighting hours, and, having used reasonable diligence, shall not be liable for any outage.

SECTION 5. That the Company may substitute for any lamp installed other lamps of at least equal illuminating capacity and efficiency as improvements in the art may make such lamps available, but no change shall be required in the size, style or capacity of any lamps without request of the Customer, evidenced by a letter from the Customer's **Town Clerk**, under the Customer's corporate seal, setting forth that such request has been duly authorized by the Customer's governing body, in which case the monthly bill or bills thereafter rendered shall be correspondingly increased.

SECTION 6. That this Agreement shall be for a term of ten (10) years from **January 15, 1970** and shall extend for a further period or periods of five (5) years from the termination of the said ten (10) years, or any extension thereof, unless by written notice given by either party to the other not more than ninety (90) nor less than thirty (30) days before the date of termination of the said ten (10) years, or any extension thereof, either party shall have signified its desire to terminate this Agreement, provided, however, that the Company will not be required to install and/or serve additional street lights at any time or from time to time within two (2) years prior to the expiration of this Agreement or of any extension hereof.

SECTION 7. That should the Customer fail at any time or from time to time to pay for the electric energy and services furnished hereunder or otherwise fail to perform any of the terms and conditions of this Agreement, the Company, at its option, may refuse to make any additional installations under Article I of this Agreement and/or cease to supply electric energy and services to the Customer hereunder until the Customer has made such payments or otherwise fully complied with all the terms and conditions of this Agreement, it being understood and agreed, however, that such refusal to make additional installations and/or discontinuance of the supplying of electric energy and services shall not be a breach of this Agreement by the Company nor shall cancel any of the terms and conditions of this Agreement.

SECTION 8. That this Agreement supersedes all previous Agreements or representations, either written or verbal, heretofore in effect between the Customer and the Company, made with respect to matters contained herein and, when duly executed, constitutes the Agreement between the parties hereto.

SECTION 9. That this Agreement shall inure to the benefit of and be binding upon the successors of the Customer and the successors and/or assigns of the Company.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be signed in triplicate by their duly authorized officers and their official seals to be hereunto affixed the day and year first above written.

Witnesses for the Customer:

James P. [Signature]  
Alton W. Burnett

The Town of Sewalls Point, Florida

By [Signature]  
Mayor

Attest:

[Signature]  
Clerk

Witnesses for the Company:

[Signature]  
[Signature]

FLORIDA POWER & LIGHT COMPANY

By [Signature]  
Manager

Attest:

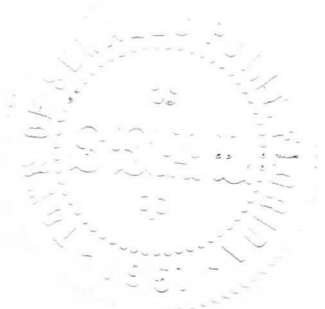
[Signature] [Signature]  
Asst. Secretary

Approved as to form and correctness this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_

Attorney for \_\_\_\_\_, Florida



R-74