

AN ORDINANCE OF THE TOWN OF SEWALL'S POINT, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SEWALL'S POINT; PROVIDING FOR INSERTION IN THE TOWN CODE; PROVIDING REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; PROVIDING FOR SEPARATION IN THE EVENT A SECTION OR PORTION IS DECLARED TO BE UNCONSTITUTIONAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Sewall's Point, Florida, has determined that the following ordinance is necessary in order to preserve and promote the public health, safety and welfare of the residents of the Town of Sewall's Point, Florida,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA as follows:

Section 1. There is hereby granted to Florida Power & Light Company (herein called the "Grantee"), its successors and assigns, the non-exclusive right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the Town of Sewall's Point, Florida (herein called the "Grantor") and its successors, in accordance with established practice with respect to electrical construction and maintenance, for the period of 30 years from the date of acceptance hereof, electric light and power facilities (including conduits, poles, wires and transmission lines, and, for its own use, telephone and telegraph lines) for the purpose of supplying electricity to the Grantor and its successors, and inhabitants thereof, and persons and corporations beyond the limits thereof.

Section 2. As a condition precedent to the taking effect of this grant, the Grantee shall have filed its acceptance hereof with the Grantor's Clerk within 30 days hereof.

Section 3. The facilities of the Grantee shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a street is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable period of time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in a condition as good as it was at the time of such excavation.

Section 4. Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall at all times be reasonable and the Grantee's rates for electricity shall at all times be subject to such regulation as may be provided by law.

Section 6. No later than 60 days after the first anniversary date of this grant, and no later than 60 days after each succeeding anniversary date of this grant, the Grantee, its successors and assigns, shall have paid to the Grantor and its successors an amount which added to the amount of all taxes as assessed, levied, or imposed (without regard to any discount for early payment or any interest or penalty for late payment), licenses, and other impositions levied or imposed by the Grantor upon the Grantee's electric property, business, or operations, and those of the Grantee's electric subsidiaries for the preceding tax year, will equal six percent of the Grantee's revenues from the sale of electrical energy to residential, commercial and industrial customers within the corporate limits of the Grantor for the 12 fiscal months preceding the applicable anniversary date.

Section 7. Payment of the amount to be paid to the Grantor by the Grantee under the terms of Section 6 hereof shall be made in advance by estimated monthly installments commencing 90 days after the effective date of this grant. Each estimated monthly installment shall be calculated on the basis of 90% of the Grantee's revenues (as defined in Section 6) for the monthly billing period ending 60 days prior to each scheduled monthly payment. It is also understood that for purposes of calculating each monthly installment, all taxes, licenses, and other impositions shall be estimated on the basis of the latest data available for all such amounts imposed on the Grantee, before being prorated monthly. The final installment for each fiscal year of this grant shall be adjusted to reflect any underpayment or overpayment resulting from estimated monthly installments made for said fiscal year.

Section 8. As a further consideration of this franchise, the Grantor agrees not to engage in the business of distributing and selling electricity during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for forfeiture of this grant, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after the final determination of the question to make good the default before a forfeiture shall result with the right in the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance, and it shall be construed to have been the intent of the Grantor to adopt this Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts, shall be deemed and held to be valid as if such part or parts had not been included herein. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holdings shall not affect its applicability to any other person, property or circumstances.

Section 11. Town ordinances and Town resolutions, or parts thereof, in conflict with this Ordinance are hereby abolished and repealed to the extent of such conflict.

Section 12. Provisions of this Ordinance shall be incorporated in the Town Code and the word "Ordinance" may be changed to "section," "article," or other appropriate word, and the sections of this Ordinance may be renumbered or relettered to accomplish such intention.

Section 13. This Ordinance shall become effective immediately upon the date upon which Grantee files its acceptance.

PASSED First Reading at the regular meeting of the Town Commission held on the 11<sup>th</sup> day of December, 1985.

PASSED Second reading at the regular meeting of the Town Commission held on the 8<sup>th</sup> day of January, 1986.

ATTEST:

Joan Barrow  
JOAN BARROW, Town Clerk

Approved as to form and  
correctness:

M. Lanning Fox  
M. LANNING FOX, Town  
Attorney

John C. Guenther  
JOHN C. GUENTHER, Mayor -  
Commissioner

G. C. Strubell  
GILBERT C. STRUBELL, Vice-Mayor -  
Commissioner

Robert R. Aune  
ROBERT R. AUNE, Commissioner

Dorothy D. Roche  
DOROTHY D. ROCHE, Commissioner

Clifford B. Drake  
CLIFFORD B. DRAKE, Commissioner

CERTIFICATE

In connection with Ordinance No. 161, being AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SEWALL'S POINT, AND PROVIDING FOR AN EFFECTIVE DATE, I hereby certify as follows:

a. The Town Commission met on December 11,, 1985 when proposed Ordinance No. 161 granting a franchise to Florida Power & Light Company was read in full for the first time. It was agreed to read it for the second time on January  
8, 1986.

On January 8,, 1986 the Town Commission met and Ordinance No. 161 was read in full for the second time. Those present were: John C. Guenther, Gilbert C. Strubell, Robert R. Aune, Clifford B. Drake and Dorothy D. Roche, being all of the members of the Town Commission.

The ordinance was adopted as Ordinance No. 161.

b. On December 29,, 1985 following passage at first reading, notice of proposed enactment of Ordinance No. 161 was published in a newspaper of general circulation in the Town of Sewall's Point and the Ordinance No. 161 as proposed and adopted was maintained for inspection by the public at the Town Hall of the Town of Sewall's Point.

c. Upon its final passage on January 8,, 1986 Ordinance No. 161 was signed by the Presiding Officer of the Town Commission and Town Clerk of the Town of Sewall's Point and recorded in a book kept for that purpose, and the respective votes of each member of the Town Commission were recorded in the record of the meeting.

This 9th day of January, 1986.

Joan H. Barrow  
Town Clerk of the Town of  
Sewall's Point, Florida



# The Stuart News

P. O. BOX 2870, STUART, FLORIDA 33495

Established as the Stuart Times, April 18, 1913

STUART MARTIN COUNTY FLORIDA

STATE OF FLORIDA  
COUNTY OF MARTIN

Before the undersigned authority appeared Sonya L. Moeller  
who on oath says that he is Accounting Manager of The Stuart News, a daily newspaper  
published at Stuart in Martin County, Florida, that the attached copy of advertisement, being a  
Legal Notice

in the matter of Ordinance #161

in the \_\_\_\_\_  
the issues of December 29, 1985 Court, was published in said newspaper in

Affiant further says that the said The Stuart News is a newspaper published at Stuart, in said  
Martin County, Florida and that the said newspaper has heretofore been continuously published in  
said Martin County, Florida, each week and has been entered as second class matter at the post office  
in Stuart in said County, Florida, for a period of one year next preceding the first publication of the  
attached copy of advertisement; and affiant further says that he has neither paid nor promised any  
person, firm or corporation any discount, rebate, commission or refund for the purpose of securing  
this advertisement for publication in the said newspaper.

Sworn to and subscribed before me  
this 31st day of December

A. P. 1985  
Columia Budd  
(SEAL) NOTARY PUBLIC

My Commission Expires April 1, 1987  
Bonded by American Fire & Casualty Company  
SN-671-139A

A SCRIPPS HOWARD NEWSPAPER

## TOWN OF SEWALL'S POINT

### LEGAL NOTICE

Notice is hereby given that the following proposed ordinance will be introduced in writing and read for the second time at the regular meeting of the Sewall's Point Town Commission on Wednesday, January 8, 1986 at the Sewall's Point Town Hall, 1 South Sewall's Point Road, Sewall's Point, Florida at 7:30 PM or as soon thereafter as is practicable.

Full copies of said proposed ordinance may be inspected at the Town Hall in Sewall's Point during regular business hours. All interested parties may appear at said meeting and be heard with respect to the proposed ordinance.

The Town Commission of the Town of Sewall's Point, Florida.

Joon Barrow, Town Clerk.

### ORDINANCE #161

AN ORDINANCE OF THE TOWN OF SEWALL'S POINT, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SEWALL'S POINT; PROVIDING FOR INSERTION IN THE TOWN CODE; PROVIDING REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICTING THERewith; PROVIDING FOR SEPARATION IN THE EVENT A SECTION OR PORTION IS DELETED TO BE UNCONSTITUTIONAL; PROVIDING FOR AN EFFECTIVE DATE.

PUBLISHED: December 29, 1985