

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO:

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA:--

Section I. That 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 Golden Beach, Florida, (herein called the "Grantor") and its successors, in accordance with established practice with respect to electrical construction and maintenance, for the period of thirty 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 Grantor, and its successors, the inhabitants thereof, and persons and corporations beyond the limits thereof.

Section II. That Grantor hereby reserves the right at and after the expiration of this grant to purchase the property of Grantee used under this grant, as provided by the Laws of Florida, in effect at the time of Grantee's acceptance hereof, including Section 167.22 of the Florida Statutes of 1949, and as a condition precedent to the taking effect of this grant, Grantee shall give and grant to the Grantor the right to purchase so reserved. Grantee shall be deemed to have given and granted such right of purchase by its acceptance hereof, which shall be filed with the Grantor's clerk within thirty (30) days after this ordinance takes effect.

Section III. That the facilities 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 Grantor may designate for the purpose, but not so as unreasonably to interfere with the proper operation of Grantee's facilities and service. That when any portion of a street is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation.

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

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

Section VI. That within thirty days after the first anniversary date of this grant and within thirty days after each succeeding anniversary date of this grant, the Grantee, its successors and assigns, shall pay to the Grantor and its successors an amount which added to the amount of all taxes, licenses, and other impositions levied or imposed by the Grantor upon the Grantee's property, business, or operations, and those of Grantee's subsidiaries for the preceding tax year, will equal 6% of Grantee's revenues from the sale of electrical energy to residential and commercial customers within the corporate limits of the Grantor for the twelve fiscal months preceding the applicable anniversary date.

Section VII. As a further consideration of this franchise, said 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 VIII. That failure on the part of Grantee to comply in any substantial respect with any of the provisions of this ordinance, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the final determination of the question, to make good the default before a forfeiture shall result with the right in Grantor at its discretion to grant such additional time to Grantee for compliance as necessities in the case require.

Section IX. This ordinance shall take effect when it shall have been passed and adopted by the Town Council, approved by the Mayor, published, and approved by a majority of the qualified voters of the Town of Golden Beach voting at an election held therefor, pursuant to Chapter 14066, Special Laws of Florida, 1929. Section X. That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed. Passed on first reading on December 16, 1952. Passed on second reading on December 16, 1952.

third reading PASSED AND ADOPTED this 13th day of January, 1953

Attest:

Clerk

Signed: *Butt Kearsley*  
Title: President Of Council

*[Signature]*  
Title: Councilman

*[Signature]*  
Title: Councilman

The foregoing Ordinance approved on the 13th day of January, 1953

*[Signature]*  
Mayor