

ORDINANCE NO. 96-02

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE GRANTING TO WEST FLORIDA NATURAL GAS COMPANY, A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO MAINTAIN AND OPERATE A GAS TRANSMISSION SYSTEM FOR NATURAL, MANUFACTURED AND COMMINGLED GASES, IN THE COUNTY OF LIBERTY, FLORIDA, AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND GAS TRANSMISSION AND DISTRIBUTION PIPE LINES IN THE STREETS AND PUBLIC PLACES OF SAID COUNTY, PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR CONFLICT AND SEVERANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LIBERTY COUNTY, FLORIDA, that:

SECTION 1: In consideration of the benefits that will accrue to the County of Liberty, Florida, and the inhabitants thereof, West Florida Natural Gas Company, a corporation under the laws of the State of Florida, successor in interest to Gulf Natural Gas Corporation, its successors and assigns, hereinafter sometimes referred to as the "Grantee," is hereby given, granted and vested with the non-exclusive right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said County of Liberty, Florida, a system for the transmission and distribution of natural, manufactured and commingled gases for all purposes whatsoever.

SECTION 2: The said Grantee, its successors and assigns, is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, install, extend, renew, repair, maintain, operate and conduct in said County of Liberty, Florida, a gas distribution system of tanks, pipe lines, pumps, fittings,

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meters, appliances and appurtenances, without limitation, necessary or desirable to the transmission, distribution or sale of natural, manufactured and commingled gases, for all purposes whatsoever, in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places in said County of Liberty, Florida, as they now exist or as they may hereafter be laid out or extended within the present and future limits of said county, and to the furnishing, supplying and distributing to said County of Liberty and to the inhabitants and corporations, of natural, manufactured and commingled gases for lighting, heating, cooking, refrigeration, power and all other purposes for which gas may be used now or hereafter.

SECTION 3: As a further consideration for the granting of the rights, privileges and franchises granted hereby, the Grantee, its successors and assigns, shall pay to the said County of Liberty, Florida, within thirty (30) days after the first anniversary date of this Grant, and with thirty (30) days after each succeeding anniversary date of this Grant, an amount which, added to the amount of all taxes (other than ad valorem taxes and excise taxes on sales payable by the public generally), licenses and other impositions and exactions levied or imposed by the said County upon Grantee's property, business or operations for the preceding year, will equal six per cent (6%) of Grantee's gross revenues received from its sales of gas to customers served by its existing gas distribution system and any such systems to be hereafter constructed, according to its residential and commercial rate schedules, within the corporate limits of said County for the twelve (12) fiscal months preceding the applicable anniversary date. If authorized by law, such amount may be changed from time to time by resolution upon thirty (30) days

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notice to the Grantee.

SECTION 4: The tanks, pipe lines, pumps, fittings, meters, appliances and appurtenances shall be so constructed as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges and public places in the County and shall be maintained in reasonably good condition and repair.

SECTION 5: Whenever the Grantee shall cause any opening or alteration to be made in any street, avenue, alley, way, bridge or public place of the County for the purpose of installing, maintaining, operating or repairing any tanks, pipe lines, pumps, fittings, meters, or their appliances, the work shall be completed within a reasonable time and the Grantee shall, upon the completion of such work, restore such portion of the streets, avenues, alleys, ways or public places to as good condition as it was before the opening and/or alteration was so made.

SECTION 5A: Whenever it shall be necessary for the convenience of the County and the safety and well being of the public that the pipes, mains, conduits and appurtenance machinery and equipment of the Company located on, in or under the streets and highways of the County to be removed or reset or relocated, upon written notice from the County to the Company, the Company shall remove the same from such streets or highways and reset or relocate the same as required by the County or its authorized officer, at the expense of the Company, with the exception of where an interstate Federal Highway may be constructed, in which event the Company has the right to negotiate with the Federal Government on relocation charges. If such relocation is not commenced by the Company within thirty (30) days after such written notice by the

County, the County may make such repairs and charge the costs thereof to the Company and the Company shall pay same within thirty (30) days of receiving notice in writing from the County of the amount of such charge.

SECTION 5B: It shall be the duty of the grantee to establish and maintain suitable records in such detail that natural gas revenues within the County of Liberty are consistently declared separately from all other revenues. Upon demand of the authorized county official or his authorized representative, it shall be the duty of the grantee within thirty (30) days to submit to the authorized county official, or his authorized representative, for inspection and examination during reasonable business hours, at the place of business of the grantee, all books of accounts, papers, reports and memoranda containing entries pertaining to natural, manufactured and commingled gas revenues within the County of Liberty, Florida.

SECTION 6: The Grantee shall hold the County harmless from any and all liability or damages resulting from any act of the Grantee in the construction, maintenance or operation of said tanks, pipe lines, pumps, fittings, meters, appliances and appurtenances.

SECTION 7: The Grantee may, from time to time, declare, make and enforce reasonable rules and regulations as conditions for the sale, transmission and distribution by it of natural, manufactured and commingled gases.

SECTION 8: In the event the supply of gas should be interrupted or fail by reason of accident or any cause beyond the reasonable control of Grantee including, with limitation, acts of God, acts of war and the public enemy, condemnation, strikes, lockouts,

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labor disputes and mechanical failures, such interruptions shall not constitute a breach of this franchise, nor shall the Grantee be liable for any loss or damages by reason of such interruption or failure, provided, however, such service shall be restored as soon as the same reasonably can be accomplished, having due regard to the conditions existing and the legal rights of the Grantee.

SECTION 9: The Grantee shall install and maintain, free of charge, meters for measuring gas, and shall have free access to the premises of the consumers, from time to time, for the purpose of reading, repairing and testing and maintaining the meters and appurtenances. Such meters shall remain the property of the Grantee.

SECTION 10: The franchise granted by this Ordinance shall exist and continue for a period of thirty (30) years from the effective date of this Ordinance, and as a condition precedent to the taking effect of this grant, the said County of Liberty, Florida, does hereby reserve, and the Grantee gives and grants to the said County the right at and after the expiration of said term to purchase the tanks, pipe lines, pumps, fittings, meters, appliances and appurtenances or other property used in connection with the franchise hereby granted or such part of such property as the County may desire to purchase at a valuation to be fixed in accordance with the provisions of Florida Statutes, and Grantee by its acceptance of this Ordinance shall be deemed to have granted and given the County such right of purchase; and the franchise granted by this Ordinance is also subject to all provisions and conditions of the Ordinances now or hereafter enacted of said County of Liberty, Florida.

SECTION 11: Upon the annexation to the said County of Liberty, Florida, of

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any territory not within any other incorporated county or town, any portion of the gas distribution system of the Grantee that may be located within such annexed areas and upon the streets, alleys or public grounds thereof shall thereafter be subject to all of the terms of this Ordinance as though such portion were an extension made under this Ordinance.

SECTION 12: Whenever in this Ordinance either the County of Liberty, Florida, or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors or assigns of said County or of the Grantee.

SECTION 13: This Ordinance is adopted and the franchise rights and privileges herein set forth are granted pursuant to applicable laws.

SECTION 14: All ordinances or parts of ordinances in conflict with the provisions of the Ordinance are hereby repealed to the extent of such conflict.

SECTION 15: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 16: This Ordinance shall take effect as provided by law.

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DULY PASSED AND ADOPTED by the Board of County Commissioners of Liberty
County, Florida this 11th day of July, 1996.

BOARD OF COUNTY COMMISSIONERS,
LIBERTY COUNTY, FLORIDA

By: John T. Sanders
John T. Sanders, Chairman

ATTEST:



Vernon Ross,
Clerk of the Circuit Court

APPROVED AS TO FORM:

James C. Conner, Jr.
County Attorney