

# TOWN OF HASTINGS, FLORIDA

## TOWN CODE

### Chapter 14

#### Streets

##### **Sec. 14.1. Vacated Streets and Public Ways.**

A. *Palm Avenue.* Closing and Vacation of a portion of Palm Avenue. The municipal right of way known as Palm Avenue shall be cleared and vacated only for the distances and locations described below:

1. From the easterly boundary of the Town through the real property owned by William A. Rhodes, said real property described as Tax Parcel Number 042600-0219 and more specifically described in composite Exhibit "A," attached hereto.

2. From the easterly boundary of the property described in Section A, above, through the real property owned by Charles L. Strickland and Cathy B. Strickland, said real property described as Tax Parcel 042600-0210 and more specifically described in Exhibit "B," attached hereto.

3. From the easterly boundary of the property described in Section B, above, through the real property owned by Charles Strickland and Mary C. Strickland, said real property described as Tax Parcel Number 042600-0215 and more specifically described in Exhibit "C," attached hereto.

4. From the easterly boundary of the property described in Section "C," above, through the real property owned by Charles Strickland and Catherine B. Strickland, said real property described as Tax Parcel Number 042600-0218 and more specifically described in Exhibit "D," attached hereto.

*History: Ordinance No. 98-03*

B. *Unnamed portions of Alleys Hastings Land and Improvement Company Subdivision* The following alleyways are hereby vacated:

1. A 15 foot alleyway running eastward from Orange Street along the northerly boundary of Lot 2, Block 10, Hastings Land and Improvement Company Subdivision as recorded in Map Book 2, Pages 48 and 49 of the Public Records of St. Johns County, Florida Said alleyway ends at the easterly boundary of said Lot 2.

2. A 15 foot alleyway running eastward from Orange Street along the southerly boundary of Lot 4, Block 10, Hastings Land and Improvement Company Subdivision as recorded in Map Book 2, Pages 4,8 and 49 of the Public Records of St. Johns County, Florida Said alleyway ends at the southerly boundary of said Lot 2.

C. *Unnamed thirteen foot rights - of - way.* The following alleyways are hereby vacated: Two (2) Thirteen (13) foot rights-of-way running East and West and within the lands located North of Church Street, East of North Main Street, West of North First Street and South of North Carolina Avenue, all within the boundaries of the Town.

D. *Unnamed alley in the Town of Hastings, Florida* The following is hereby vacated:

: A strip of land 20 feet wide, being the North 10 feet of Lots 2 and 3 and the South 10 feet of Lots 1 and 8 of Block 6, of the Hastings Land and Improvement Corporation Subdivision, a plat of which is on file in the office of the Clerk of the Circuit Court for St. Johns County, Florida.

DD> E. *Unnamed 20-foot alley Block 1. Hastings Improvement Company.* Section 2: BE IT FURTHER ORDAINED that the following described unnamed 20 foot alley, situate in the Town of Hastings, St. Johns County, Florida, to-wit: That certain unnamed 20 foot alley running North and South through Block 1, Hastings, St. Johns County, Florida, according to Map Book 4, page 11, Public Records of St. Johns County, Florida, recorded in the office of the Clerk of the Circuit Court in and for said County and State, said alley being bounded on the West by Lots 1 through 9 and on the East by Lots 10 and 27 of said Block 1 of said Subdivision, and on the South by Essex Road and on the North by Church Street.

DD>F. *Clarice and Menard Avenues.* All of Clarice and Menard Avenues

DD>G. Essex Road. All that part of Essex Road running from the East line of Beeman Avenue easterly to the East line of said Subdivision.

DD>H. Manson Road. All that part of Manson Road running from the East line of Vanessa Avenue easterly to the East line of said Subdivision, all of said Hastings, Manor Subdivision, be and the same are hereby vacated, abandoned, discontinued and closed; also that any right, title or interest of the Town of Hastings, St. Johns County, Florida, and the public in and to the land constituting said alley, streets, roads and avenues be and in same is hereby renounced and disclaimed.

**Sec. 14.2. McClung Street -- Closed to certain vehicles.** That portion of McClung Street located North of Lattin Street and South of the Florida East Coast Railroad/Florida Department of Transportation right-of-way shall be closed to semi-tractor/trailer traffic.

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**History:** Ordinance No. 95-04

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**Sec. 14.5. Florida Power & Light Company -- Permission to use Streets and other public ways.**

A. 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 street, alleys, bridges, easements and other public places in the Town of Hastings, Florida (herein called the "Grantor") and its successors, including any annexed areas, in accordance with established practice with respect to electrical construction and maintenance, for the period of thirty (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 Grantor, and its successors, and inhabitants thereof, and persons and corporations beyond the limits thereof.

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

C. 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. 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.

D. 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 the Grantee, to indemnify Grantor and hold its 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.

E. 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 time be subject to such regulation as may be provided by law.

F. That no later than sixty days after the first anniversary date of this grant and no later than sixty 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 Grantee's electric subsidiaries for the preceding tax year, will equal 6% of Grantee's revenues from the sale of electrical energy to residential, commercial and industrial

customers within the corporate limits of the Grantor for the twelve (12) fiscal months preceding the applicable anniversary date.

G. Payment of the amount to be paid to Grantor by Grantee under the terms of Section 6 hereof shall be made in advance by estimated monthly installments commencing ninety (90) days after the effective date of this grant. Each estimated monthly installment shall be calculated on the basis of ninety percent (90%) of Grantee's revenues (as defined in Section 6) for the monthly billing period ending sixty (60) days prior to each scheduled monthly payment. 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.

H. 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.

I. 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 Grantee has failed to comply in a substantial respect with any of the provision 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.

J. This ordinance shall become binding on Grantee on the date upon which Grantee files its acceptance.

*History: Ordinance 80-2.*