

THE TOWNSHIP OF JAMESTOWN
OTTAWA COUNTY
FRANCHISE GRANTED TO
MICHIGAN GAS COMPANY

Ordinance No. 128_____

An Ordinance, granting to Michigan Gas Company, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in Sections 6, 7, 18, 19, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Town 5 North, Range 13 West of the Township of Jamestown, Ottawa County, Michigan, for a period of thirty years.

THE TOWNSHIP OF JAMESTOWN ORDAINS:

Section 1. **GRANT TERM.** The Township of Jamestown, Ottawa County, Michigan, hereby grants to the Michigan Gas Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways and other public places, and to do a local gas business in Sections 6, 7, 18, 19, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Town 5 North, Range 13 West of the Township of Jamestown, Ottawa County, Michigan, for a period of thirty years.

Section 2. **CONSIDERATION.** In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms thereof.

Section 3. **CONDITIONS.** No highway, street, alley, bridge, waterway or other public place used by said Grantee shall be obstructed longer than reasonably necessary during the work of construction or repair, nor will any water transmission system, well, public or private sewer system, nor shade tree be interfered with or damaged during such work or repair without the same being restored to the same order and condition as when the work was commenced. In the event that a shade tree has been irreparably damaged during the course of such work or repair, Grantee shall either replace said tree with a commercially available specimen of the same kind or reimburse the owner the cost of such commercially available specimen of the same kind. All of the Grantee's pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway and other public purposes. Construction work done under this grant shall be commenced only after notification to the Township of Jamestown or its designated representative and the filing with the Township of a sufficient plan or map. All construction under this grant shall be subject to inspection and approval by the designated representative of the Township as to the location of such pipes or other apparatus within the right of way. The Grantee shall pay the cost of such inspection and approval.

Section 4. **HOLD HARMLESS.** Said Grantee shall at all times keep and save the Township free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the structures and equipment hereby authorized. In case any action is commenced against the Township on account of the permission herein given, said Grantee shall, upon notice defend the Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

Section 5. **EXTENSIONS.** Said Grantee shall construct and extend its gas distribution system within the above Sections of said Township, and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

Section 6. **FRANCHISE NOT EXCLUSIVE.** The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

Section 7. **RATES.** Said Grantee shall be entitled to charge the inhabitants of said Township for gas furnished therein, the rates as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate gas rates and rules regulating such service in said Township, are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said Township, acting by its Township Board, or by said Grantee.

Section 8. **REVOCATION.** The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 9. **MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION.** Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said Township.

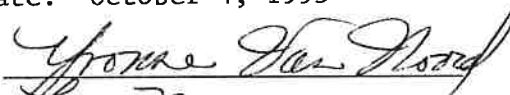
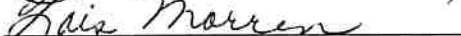
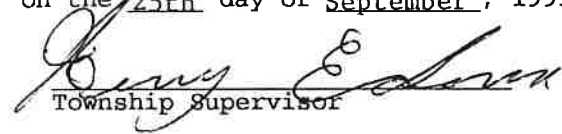
Section 10. **ASSIGNMENT OF FRANCHISE.** Grantee shall not assign this Franchise to any other person, firm or corporation without the prior written approval of the Township Board. The Township shall not unreasonably withhold its consent to an assignment if the Assignee is financially able to carry out the Grantee's obligations under this Franchise. The assignment of this Franchise to a subsidiary, division, or affiliated corporation of Grantee or its parent corporation shall not be considered an assignment requiring the consent of the Township Board.

Section 11. **EFFECTIVE DATE.** This ordinance shall take effect upon the day after the date of publication thereof; provided, however, it shall cease and be of no effect after thirty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the Township Clerk. Upon acceptance and publication hereof, the ordinance shall constitute a contract between said Township and said Grantee.

We certify that the foregoing Franchise Ordinance was duly enacted by the Township Board of the Township of Jamestown, Ottawa County, Michigan, on the 25th day of September, 1995.

Effective date: October 4, 1995

Attest:




Township Supervisor