

NORDIC ELECTRIC, L.L.C.
NON EXCLUSIVE ELECTRIC FRANCHISE ORDINANCE
TOWNSHIP OF BEAVER CREEK, CRAWFORD COUNTY,
MICHIGAN
ORDINANCE NUMBER 13

An ordinance granting to Nordic Electric, L.L.C., a Michigan limited liability company, its successors and assigns, the nonexclusive right, to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliance on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local electric business in the Township of Beaver Creek, Crawford County, Michigan, for a period of thirty (30) years. The Township of Beaver Creek, Crawford County, Michigan, ORDAINS:

Section 1. GRANT TERM. The Township of Beaver Creek, Crawford County, State of Michigan, (hereinafter called "Grantor"), hereby grants to Nordic Electric, L.L.C., a Michigan limited liability company, its successors and assigns, (hereinafter called "Grantee") the nonexclusive right, to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, along, across and under the highways, streets, alleys, bridges and other public places over which Grantor has jurisdiction and to do a local electric business in the Township of Beaver Creek, Crawford County, Michigan for a period of thirty (30) years.

Section 2. CONSIDERATION. In consideration of limited rights, hereby granted, said Grantee shall faithfully perform all things required by the terms hereof. Grantee shall not infringe upon the rights of any property owner within the Township nor shall it commence any activity without the approval of the appropriate entity having jurisdiction over same.

Section 3. CONDITIONS. No street, alley, bridge, highway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. All of Grantee's structures and equipment shall be so placed on either side of the highways as not to unnecessarily interfere with the use thereof for highway purposes. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways. The Grantee shall have the right to trim trees if necessary in the conduction of such business, subject, however, to the supervision of property owner or entity having jurisdiction over same.

Section 4. HOLD HARMLESS. 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, maintenance or operation of the structures and equipment hereby authorized. In case any action is commenced against the Township on account of the permission herein granted, 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, maintenance and operation.

Section 5. FRANCHISE NOT EXCLUSIVE. The limited rights, herein granted are not exclusive. The right to do electric business hereunder are several, and such rights may be separately exercised, owned and transferred.

Section 6. EXTENSIONS. Grantee shall from time to time extend its gas and electric systems to and within said Township, and shall furnish gas or electricity to applicants residing therein in accordance with applicable laws, rules and regulations.

Section 7. RATES. Grantee shall be entitled to charge the inhabitants of said Township for electricity furnished therein, the rate as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate electric rates and rules regulating such service in said Township, are hereby granted. 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. TOWNSHIP JURISDICTION. Grantee shall be and remain subject to all ordinances, rules and regulations of the Township now in effect, or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided however that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law. Grantee further understands that Grantor has no jurisdiction over county roads and right-of-ways or state highways and right-of-ways within its borders nor does it have or enforce a Township Zoning Ordinance and Grantee accepts the limits of this grant of franchise.

Section 10. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION

Grantee shall, as to all other conditions and elements of electrical service, not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable electric service in said Township.

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 (30) 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, this ordinance shall constitute a contract between Grantor and Grantee.

AYES: McGregor, Schultes, McDonough, Mobarak

NAYS: 0

SHARON K. HARTMAN, CLERK

DATE OF ADOPTION: 2/12/96

PUBLISHED 2/29/96, CRAWFORD COUNTY AVALANCHE