

## Water/Sewer Agreement Amendment

THIS AGREEMENT by and between GEORGETOWN CHARTER TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Georgetown"), and BLENDON TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Blendon").

WHEREAS, Georgetown and Blendon currently have an agreement covering sections 12, 13, 24, and 25 in Blendon, and

WHEREAS, Blendon hereby requests Georgetown to add Section 1 to the agreements, and

WHEREAS, the parties hereto do not at present wish to duplicate services, and believe it to be in the best interest of both parties if certain residents of Blendon are allowed to use the Sanitary Sewer service improvements owned by Georgetown.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

- 1) Section 1 of Blendon Township is now included in the list of sections for the existing Water/Sewer agreements.
- 2) This amendment is subject to any required approvals, by any other Government body.
- 3) This agreement may be terminated by either party at any time by giving six (6) years written notice to the other party. If at the time of termination of this agreement there are outstanding charges due Georgetown, Blendon guarantees the payment of such charges. Blendon also agrees to pay all direct or indirect costs without limitation to separate and disconnect the Blendon Customers.
- 4) This agreement shall be binding unto the parties hereto and their successors and assigns. Should any portion of this Contract be determined by a court of appropriate jurisdiction to be unenforceable, then Georgetown may at its sole discretion (1) elect to continue the agreement without the unenforceable portion and to modify the unenforceable provision to the extent possible, by a written amendment to this Contract, to cause the intention of the unenforceable provision to become enforceable; or (2) elect to terminate the Agreement. In the event that any fee or charge provision (other than connection fees charged by Blendon To Blendon customers) is determined by a court of appropriate jurisdiction to be unenforceable, then the parties shall mutually agree to terminate the Agreement unless Blendon elects to make payment of the unenforceable charge from Blendon's funds.
- 5) Blendon covenants and agrees, at its expense, to pay, indemnify and save Georgetown, all Township Board members, their employees and their agents harmless of, from and against, any and all claims, damages, demands, expenses, and liabilities of any character of nature whatsoever relating to this Transfer Agreement.
- 6) Nothing in this Agreement prohibits Blendon from levying additional connection fees, trunkage fees, hookup charges, assessments or other fees, charges or assessments.
- 7) Nothing in this Agreement prohibits residents in Section 1 of Blendon from connecting to other sanitary sewer or wastewater treatment systems. Blendon may, in its discretion, require mandatory connections.

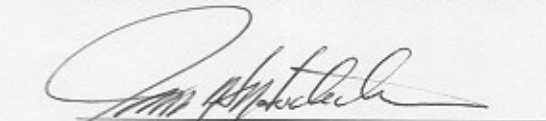
IN WITNESS WHEREOF, the parties have this 14 day of 1, 2003, set their hand and seals.

BLENDON TOWNSHIP



Henry Hofman, Supervisor

GEORGETOWN CHARTER TOWNSHIP



James Holtvluwer, Supervisor