

## BOUNDARY ROAD WATER SERVICE AGREEMENT

THIS AGREEMENT is made by Georgetown Charter Township, a Michigan charter township ("Georgetown"), with offices at 1515 Baldwin, Jenison, Michigan, and Jamestown Charter Township, a Michigan charter township ("Jamestown"), with offices at 2380 Riley Street, Jamestown, Michigan, with respect to the following circumstances:

- A. Georgetown and Jamestown are each municipal corporations authorized to enter into an intergovernmental contract under 1951 PA 35, MCL 124.1 et seq.
- B. New Holland (Jackson) Street is a boundary road between Section 31 of Georgetown and Section 6 of Jamestown.
- C. Jamestown (also through an arrangement with the Ottawa County Road Commission for certain operation and maintenance matters) operates and maintains a public water system ("Water System"), which has mains and other facilities in Section 6 of Jamestown to provide water service to its residents and which has capacity to provide public water service to a portion of Section 31 of Georgetown.
- D. Georgetown currently provides public water service to a portion of Section 31 of Georgetown, being a triangularly shaped area encompassed by New Holland (Jackson) Street, 40th Avenue, and Chicago Drive (M-21).
- E. Georgetown desires that Jamestown provide and Jamestown is willing to provide public water service to properties within such area according to the following terms and conditions:

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, PROMISES, TERMS AND CONDITIONS, THE PARTIES AGREE:

1. Boundary Road Service Area. The area in which Jamestown agrees to provide public water service from its Water System is the triangular area in Section 31 of Georgetown encompassed by New Holland (Jackson) Street, 40th Avenue and Chicago Drive (M-21) (the "Service Area").
2. Right to Connect. The owner of any property in the Service Area shall have a right to connect to an existing water main of the Water System where such main is available. For purposes of this Agreement, the term "available" means a water main is located in a public road right-of-way that adjoins a boundary line of the subject parcel and that such water main has the capacity to provide water service to the property. In the event a water main is not available for connection as defined above, property owner(s) or developer(s) of parcel(s) in the Service Area may enter into an agreement with Jamestown to reimburse Jamestown for the cost, in whole or in part, of extending or improving the Water System to make water service available to such lands. No property owner in the Service Area shall be required to connect to the Water System by this Agreement and may continue to use alternate sources for potable water, private or public, as permitted by law.
3. Connection Procedure and Regulations. A property owner in the Service Area may connect to an available water main of the Water System in the following manner.

A. File an application for connection with Jamestown on the form provided by Jamestown, with a copy of the application filed with Georgetown.

B. Comply with all applicable rules, regulations and policies of Jamestown relating to the connection to its Water System, which includes but is not limited to payment of all fees and charges applicable for connection and inspection, regulations and requirements governing the installation of the lateral service lines to the structure and the connection point at the water main, and installation of a meter. Costs for the installation of the service line, including meter, shall be the sole expense of the applicant.

C. All charges and fees relating to the installation and inspection of the lateral services line shall be paid directly to Jamestown at the time of the application, or as otherwise provided in Jamestown's regulations and rules for the Water System.

4. Rates and Collection. Rates for water service in the Service Area shall be the same rates applicable to properties within Jamestown as established from time to time by Jamestown. Jamestown shall be responsible for billing the Jamestown customers in the Service Area, including reading of meters, and may assess a fee for its administrative costs at the same rates as Jamestown customers, as part of such billing. Customers shall pay the bills directly to Jamestown.

5. Termination of Service/Lien. Termination of water service for failure to pay the billed amounts or for violation of rules and regulations shall be according to the procedures and rules established by Jamestown, with notice also provided to Georgetown. Jamestown shall perform any required shut-off and/or turn-on of water service and shall be entitled to charge and bill for such actions in accordance with the rules of its Water System. Jamestown shall have a lien, as provided by law, upon the properties serviced in the Service Area, and Georgetown shall assist in the enforcement of such lien as necessary, including adding such delinquent payment to the tax roll.

6. Term and Termination. This Agreement shall commence on the last date it is executed by a party below and shall continue for so long as Jamestown provides water service to the Service Area. This Agreement may be terminated by either party at any time by giving six (6) months' written notice to the other party.

7. Consent and Franchise. Georgetown hereby consents to the use of the public road rights-of-way and other public lands within the Service Area by Jamestown for purposes of performing the Agreement. Georgetown further grants Jamestown a revocable franchise to provide public water service to the residents and property owners within the Service Area during the term of this Agreement.

8. Modification. This Agreement may be modified only in writing signed by both parties.

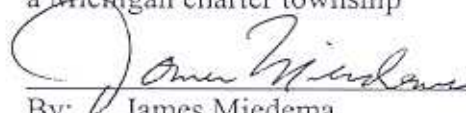
9. Notice/Miscellaneous. Neither this Agreement nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written

consent shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted under this Agreement shall be in writing and addressed to the respective parties at the addresses at the beginning of this Agreement or such other address or addresses as shall be specified in writing by the parties from time to time. Notices or transmittals may be served in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements, and conditions, written or oral, regarding the subject matter of this Agreement. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify its terms and provisions. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any of the provisions contained herein. All exhibits attached hereto are incorporated by reference as part of this Agreement. No amendment, modification, or waiver shall be effective unless in writing and signed by all parties. All rights and remedies set forth in this Agreement are cumulative and are in addition to any other legal or equitable rights and remedies.

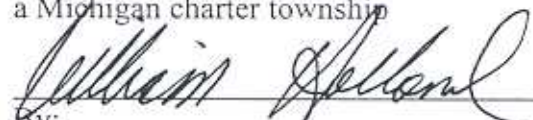
JAMESTOWN CHARTER TOWNSHIP,  
a Michigan charter township

Dated: 3-18-05

  
By: James Miedema  
Its: Supervisor

GEORGETOWN CHARTER TOWNSHIP,  
a Michigan charter township

Dated: 3/18/05

  
By: William Heltzel  
Its: Supervisor