

APPENDIX D

FRANCHISES*

- Art. I. Maiden Cable Television Associates, §§ 1-17
Art. II. Piedmont Natural Gas Company, Inc., §§ 1-21

ARTICLE I. MAIDEN CABLE TELEVISION ASSOCIATES†

ORDINANCE #4-85

AN ORDINANCE TRANSFERRING THE FRANCHISE FOR THE OPERATION OF A CABLE TELEVISION SYSTEM FROM NESTER CABLEVISION, INC., TO MAIDEN CABLE TELEVISION ASSOCIATES, LIMITED PARTNERSHIP; AND FOR OTHER PURPOSES

WHEREAS, pursuant to Chapter 6A of the Maiden Town Code, the Town Council, on August 17, 1981, adopted Ordinance #9-81, granting a franchise for the operation and maintenance of a community antenna television system to Glenn F. Nester; and

WHEREAS, that franchise has been transferred to other parties and is now held by Nester Cablevision, Inc.; and

WHEREAS, the Town is advised that the assets, including the franchise rights, of Nester Cablevision, Inc., have been sold, subject to certain conditions (including the Town's agreement to transfer the franchise), to Maiden Cable Television Associates, Limited Partnership; and

WHEREAS, the Town has received an application from Maiden Cable Television Associates, Limited Partnership, requesting transfer of the franchise; and

WHEREAS, the Town Council has caused the application for transfer to be examined and the qualifications of the applicant to be investigated and, based upon those findings and the representations of the applicant, finds that the application for transfer of the franchise should, subject to the terms and conditions of this Ordinance, be approved; and

WHEREAS, since the original adoption of Chapter 6A, as amended, the federal government has adopted the Cable Communications Policy Act of 1984 which made substantial changes in the relationship between municipalities and cable television franchisees and

***Cross references**—Any ordinance granting any franchise saved from repeal, 1-107; ordinances making a grant, renewal, extension or amendment of franchises, § 2-211; community antenna television systems, Ch. 8; cable TV franchises, § 8-201 et seq.

†**Editor's note**—Printed herein is the franchise granted to Maiden Cable Television Associates as it was set out in Ordinance Number 4-85, May 6, 1985. Material added for clarity is enclosed in brackets [].

which, accordingly, requires substantial amendments to the Town's cable television ordinance so as to avoid possible conflict of laws or preemption of portions of the Town's ordinance by the federal law; and

WHEREAS, Council has been requested to consider and act upon the application for transfer of the cable television franchise to Maiden Cable Television Associates, Limited Partnership, at the earliest possible date; and

WHEREAS, Council has determined that it should proceed to act upon the franchise transfer application subject to its consideration of and possible contemporaneous or subsequent adoption of amendments to the enabling ordinance, Chapter 6A of the Town Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MAIDEN:

Section 1.

The definitions found in Chapter 6A shall apply in this Ordinance unless the context clearly indicates or requires a different meaning.

Section 2.

The Town hereby transfers to Maiden Cable Television Associates, Limited Partnership, hereinafter sometimes referred to as "Grantee," the non-exclusive franchise to install, maintain, and operate a CATV system in the Town of Maiden, which franchise has been held by Nester Cablevision, Inc. The transfer of the said franchise is subject to the terms and conditions of this Ordinance, other relevant sections of the Town Code of Ordinances, and applicable county, state, and federal laws and regulations.

Section 3.

A. The Grantee shall pay to the Town a franchise fee which shall be no less than \$50 per month/\$600 per year and which shall not exceed 5 percent of the Grantee's Gross Subscriber Revenues or the maximum franchise fee which the Town may charge under applicable federal law and regulations.

B. The franchise fee is in addition to any ad valorem taxes which the Town may levy on the Grantee's property; is in addition to any other tax, fee, or assessment of general applicability; is in addition to any payments which may be required of the Grantee for the use of the Town's physical facilities or assets; is in addition to costs which may be incurred by the Grantee in connection with public, educational, or governmental access facilities; and is in addition to charges which may be imposed incidental to the awarding or enforcement of the franchise, including expenses incurred by the Town as a result of requests or demands by the Grantee for modification or transfer of the franchise.

C. The Town Council sets the franchise fee which shall be charged initially under this franchise transfer approval at 3 percent of the Grantee's annual Gross Subscriber Revenues. This fee is subject to change by Council within the range established in sub-section "A" above.

D. The franchise fee shall be payable on or before June 30 of each year for the period ending on March 30 of that year or on such other mutually acceptable schedule as may be agreed between the Town Manager and the Grantee and approved by the Town Council.

Section 4.

The Grantee shall at all times during the duration of this franchise be subject to other provisions of the Maiden Code of Ordinances, including, but not limited to, Chapter 6A (as amended) thereof, and to such ordinances and regulations as the Town may hereafter enact; the Grantee shall further comply at all times with all applicable local, state, and federal laws and regulations and with such amendments to this Franchise Transfer Ordinance and to Chapter 6A of the Town Code as Council may adopt by reason of changes in the federal law or otherwise.

Section 5.

Without limiting the generality of the foregoing, any modification of the Cable Communications Policy Act of 1984 or of other applicable federal law or rules or regulations of the Federal Communications Commission respecting the issuance of CATV franchises or the relationship between municipalities and franchisees, and any new or modified state laws respecting the relationship between municipalities and franchisees or the responsibilities of municipalities with respect to franchisees within their boundaries shall be deemed included in this franchise within one year of the adoption thereof or upon renewal of the franchise, whichever is sooner, unless action to the contrary is taken by the Town Council.

Section 6.

A. The transferred franchise shall be in force for a term of 15 years from and after August 17, 1981, subject to compliance by the Grantee with the terms of this Ordinance and subject to earlier termination as provided by law.

B. The franchise is subject to renewal for a term of up to five years. A franchise renewal process shall be adopted by the Town Council in apt time prior to the expiration of the franchise and in accordance with existing provisions of applicable federal, state, and local laws and regulations.

Section 7.

The CATV system shall be constructed, operated, and maintained in accordance with the provisions of the Town Code as the same may be amended from time to time and in accordance with the highest and best accepted standards of the industry to the end that subscribers in the Town of Maiden shall receive the best possible cable television service.

Section 8.

The Grantee shall provide CATV service to 100 percent of the franchise area as of the effective date of the franchise transfer. All residences in areas which may be annexed into the Town of Maiden shall be provided with CATV service pursuant to this Ordinance and Chapter 6A within 12 months of the effective date of annexation.

Section 9.

The Grantee shall, as a part of its basic service plan, provide channels of service which in quantity and variety are at least comparable to those which were offered to the system subscribers immediately prior to the transfer of the franchise to the Grantee. At minimum, the Grantee shall provide as part of its basic service package a minimum of 12 channels of service which may include a channel for pay television service and shall include a public information channel providing current time and weather information; in addition, the Grantee shall provide one dedicated composite access channel for use for non-commercial public, educational, and governmental purposes. The public access channel and reasonable studio facilities and equipment shall be available at no charge on a time-share basis to such individuals, groups, and agencies as may request access to or use thereof; access to and use of the channel shall be consistent with applicable laws and regulations and subject to such reasonable rules and regulations as the Grantee may impose.

Section 10.

In accordance with the relevant provisions of Chapter 6A, the Grantee will maintain a local office for the purpose of investigating and resolving subscriber complaints. In furtherance of this objective, the Grantee will (1) maintain a telephone number which subscribers can call without additional toll or message charges and which will be publicly listed in the white and yellow pages of the local telephone directory for the purpose of receiving complaints; (2) establish procedures so that all service complaints and special requirements are recorded on standardized forms; (3) employ at all times sufficient and qualified technicians and maintain requisite equipment in order that all bona fide service complaints may be corrected as expeditiously as possible; (4) inform all subscribers in writing at the time of the institution of cable television service of the procedures and facilities maintained by the Grantee for the purpose of investigating and resolving service complaints and of the fact that subscribers may inform the Town Manager in the event that complaints are not resolved to their satisfaction; (5) retain complaint records available for inspection at any time and from time to time by the Town Manager showing the nature of complaints received and the disposition and the length of time between receipt of the complaint and its disposition; (6) provide to the Town Manager annual reports summarizing the number of complaints, the disposition thereof, and the lengths of time required for disposition. The Town designates its Town Manager as the official who is and shall be responsible for supervision of the Grantee's resolution of service complaints; and the Town Manager and Grantee shall confer with respect to the quality of service provided.

Section 11.

The Grantee shall not require any subscriber to subscribe to more than basic cable service and shall make no price adjustment for subscribers taking more than basic cable service.

Section 12.

This franchise may not be assigned or sublet by the Grantee without the express and prior written formal consent of the Town Council of the Town of Maiden after a public hearing thereon.

Section 13.

The Grantee shall hold the Town of Maiden harmless from all claims for damages, costs, and expenses, including attorney fees and court costs, arising out of the construction, maintenance, and operation of the said television system in the Town of Maiden. Said Grantee shall at all times during the existence of this grant and franchise maintain in force, furnish, and file with the Town of Maiden at its own expense a general, comprehensive liability insurance policy in protection of the Town of Maiden, the members of the Town Council, and the officers and employees of said Town of Maiden in a company authorized to do business in the State of North Carolina, the form to be approved by the Town Attorney of the Town of Maiden, protecting the said Town of Maiden and all of said persons herein referred to against liability for loss or damage for personal injury, death, and property damages occasioned by or growing out of the operations of the Grantee under this grant and franchise, said insurance policy to provide coverage with minimum liability limits of \$500,000 for personal injury or death of any one person, \$1,000,000 for personal injury or death of two or more persons in any one occurrence, and \$500,000 for damages to property resulting from any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the Town Clerk of the Town of Maiden as such renewals are made, and such insurance shall be constantly kept in force and effect during the life of this grant or franchise. The Grantee and/or the insurance company shall file with the Town Clerk of the Town of Maiden a written notice of any material alteration or cancellation of any insurance coverage at least 15 days prior to the effective date of such alteration or cancellation.

Section 14.

This Ordinance is adopted by the Town Council, and accepted by the Grantee, with the express understanding that the Town's enabling ordinance, Chapter 6A, is in the process of revision in light of the Cable Communications Policy Act of 1984, and nothing in this Ordinance shall limit or preclude the amendment of that Chapter or this Ordinance as the Town Council may from time to time deem appropriate.

Section 15.

This Ordinance shall not take effect until (1) the Grantee shall have completed its purchase of the assets of Nester Cablevision, Inc.; (2) Nester Cablevision, Inc., has paid to the Town any franchise fees which may be due up to the date of closing, together with such fees and expenses as the Town may have incurred in connection with the transfer of the franchise; (3) final approval by Catawba County of the franchise for service in unincorporated areas of the County; (4) tender by the Grantee of the required proof of indemnity insurance to the Town; (5) written acceptance of the franchise and the terms and conditions of this Ordinance by the Grantee. If the transfer of the franchise to the Grantee is not completed within 90 days of the approval of this Ordinance on second reading by the Town Council, then the Ordinance shall, unless specifically extended by Council, be null and void.

Section 16.

Upon acceptance hereof by the Grantee and determination by the Town Clerk that the conditions of Section 15 have been fulfilled, the Clerk shall record this Ordinance and the

acceptance hereof in the Book of Ordinances in Appendix IV[D] thereof. The Grantee's acceptance shall be upon or at the end of a copy of this Ordinance, and it shall express the acceptance of the said franchise agreement and its terms, conditions, and provisions. Acceptance herein referred to shall be in the following form:

"The undersigned, Alvin Miller, does hereby accept and approve the foregoing and attached Franchise Transfer Ordinance and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be carried out and performed by it in said franchise agreement.

This the 10th day of June, 1985.

MAIDEN CABLE TELEVISION
ASSOCIATES, LIMITED PARTNERSHIP

BY: /s/Alvin Miller
GENERAL PARTNER

Sworn to and subscribed before me this 10th day of June, 1985.

NOTARY PUBLIC

My Commission Expires _____

Section 17.

Should any part, term, or provision of this Ordinance and franchise transfer agreement be by the Court declared illegal or unauthorized or in conflict with any law of the United States or the State of North Carolina or be in conflict with any valid rule or regulation duly promulgated by any agency or regulatory body of the United States, the validity of the remaining portions shall not be affected thereby.

FIRST READING: Duly read and adopted this 16th day of April, 1985; 5 Yeas 0 Noes

SECOND READING: Duly read and adopted this 6th day of May, 1985; 5 Yeas 0 Noes

TOWN OF MAIDEN

BY: /s/Robert L. Smyre
MAYOR

(TOWN SEAL)

ATTEST:

/s/R. Irene Campbell
TOWN CLERK

ACCEPTED AND AGREED TO:

MAIDEN CABLE TELEVISION
ASSOCIATES, LIMITED PARTNERSHIP

(SEAL)

BY: /s/Alvin Miller
GENERAL PARTNER

ARTICLE II. PIEDMONT NATURAL GAS COMPANY, INC.***ORDINANCE #7-86**

AN ORDINANCE GRANTING A FRANCHISE UNTO PIEDMONT NATURAL GAS COMPANY, INC., TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, AND REPLACE GAS LINES, MAINS, AND PIPES ALONG, UNDER, AND UPON THE STREETS AND PUBLIC WAYS OF THE TOWN OF MAIDEN IN THE STATE OF NORTH CAROLINA AND TO DO GENERAL GAS BUSINESS IN SAID TOWN

BE IT ORDAINED by the Town Council of the Town of Maiden, North Carolina, pursuant to the provisions of North Carolina General Statutes § 160A-76 and -319:

Section 1. Short title.

This Ordinance shall be known and may be cited as the "Piedmont Natural Gas Company Gas Utility Franchise," and the same shall be made a part of the Town of Maiden Code of Ordinances as an appendix thereto.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. "*Company*" or "*the Company*" shall mean Piedmont Natural Gas Company, Inc., a corporation organized under the laws of the State of New York and authorized to do business in the State of North Carolina, and any assignee or successor in interest to Piedmont Natural Gas Company, Inc., under this Franchise Ordinance.

B. "*Town*" or "*Town of Maiden*" shall mean: 1) the Town of Maiden, a municipal corporation located in Catawba County, North Carolina; 2) the area within the territorial limits of the Town of Maiden, as the same may now or hereafter exist, and within the extraterritorial area surrounding the Town to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance; or 3) the Town Council or any officer or agent duly authorized to act on behalf of the Town as a municipal corporation, as indicated by the content by which the term is used.

C. "*Town Council*" shall mean the Town Council of the Town of Maiden.

D. "*Gas*," when used as an unqualified term, shall mean either natural or artificial gas, by whatever process or processes derived or manufactured, or both such gases, either separately or a mixture of them.

***Editor's note**—Printed herein is the franchise granted to Piedmont Natural Gas Company, Inc. as it was set out in Ordinance Number 7-86 on April 21, 1986. Material added for clarity are enclosed in brackets [].

Section 3. Franchise granted.

A. The company is hereby granted the right to construct, operate, maintain, replace, or repair a gas utilities system within the Town and within the extraterritorial area surrounding the Town to the extent the Town may lawfully do so for the production, transmission, distribution, and sale of gas to consumers and users within the Town and to the Town and any and all agencies and departments thereof.

B. The company is hereby granted the right, authority, and privilege to construct and install, operate, maintain, lay or re-lay, renew, replace, and repair gas pipes, mains, pipelines, conduits, regulators, connections, and services thereto in, through, across, along, and under streets, avenues, roads, public alleys, lanes, parks and squares, and other public places and ways controlled by the Town for the production, pumping, handling, transmission, distribution, and sale of gas for any and all purposes, subject to the terms and conditions hereinafter set forth in this Ordinance.

Section 4. Non-exclusive grant.

The right to use and occupy the said streets, alleys, rights-of-way, public ways, and places for the purposes herein set forth shall not be exclusive, and the Town reserves the right to grant similar use of said streets, alleys, rights-of-way, public ways, and places to any person at any period of this franchise.

Section 5. Compliance with applicable laws and ordinances.

The company shall at all times during the life of this franchise be subject to the provisions of the present Charter of the Town, the present Ordinances, Resolutions, Rules, and Regulations of the Town, and the laws of the State of North Carolina, so far as they may be applicable, and to the provisions of any future Charter, Ordinance, Resolution, Rule, or Regulation of the Town and law of the State of North Carolina, and to the provisions of this franchise.

Section 6. Term of franchise.

The term of this franchise shall be for a period of 35 years beginning April 21, 1986, and ending at midnight, April 20, 2021. This franchise supersedes any and all former rights of franchises of the company to operate a gas utilities system in the Town with respect to all acts and things done or admitted to be done on or after April 21, 1986.

Section 7. Excavation of public property; restoration and damage.

A. Whenever it becomes necessary to excavate in the public streets, alleys, rights-of-way, public ways, and places of the Town under the granting clause of this franchise for the purpose of constructing, operating, or maintaining the pipelines or other appliances owned or used by it, such excavations shall be made according to all the provisions of the Charter, Ordinances, Resolutions, Rules, and Regulations of the Town and this franchise.

B. In the construction, operation, and maintenance of its system, the company shall use all necessary care to avoid doing or permitting to be done any alteration or damage to the

waterlines, sewers, conduits, or any property of the Town or of the citizens thereof, and if it shall in such work do or permit to be done any such alteration or damage, the company shall promptly restore at the company's expense and in a manner approved by the Town the property so altered or damaged, as nearly as practical, to the condition in which it was before being altered or damaged, or pay therefor, and it shall also be liable for any other damages which may accrue because of said alteration or damage to said Town or any other person.

C. Except in an emergency, the company shall not excavate or cause any excavation to be made within any street, alley, right-of-way, public way, or public place of the Town until said company shall have obtained from the Town a permit authorizing such excavation. Such permit shall not be unreasonably withheld. Such permit may be granted upon such conditions as will reasonably assure the public health, safety, and welfare and may designate, among other things, the time during which such excavation may take place, the area within which such excavation shall take place, and reasonable safety precautions to be taken. When an emergency shall require excavation without prior issuance of a permit, the company shall give notice of the excavation to the Town as soon as practicable after the excavation began.

D. Whenever the company shall cause any opening, excavation, or alteration to be made in any street, right-of-way, or public place within the Town in the construction, operation, or maintenance of any of its pipelines or other appliances owned or used by it, the company shall, at its expense, repair and restore such portions of such street, right-of-way, or public place to the same condition in which it was found as nearly as practicable. Said restoration shall be accomplished within 20 working days after the date of the original opening, excavation, or alteration unless some longer period is allowed by the Town for good cause shown. If the company shall fail to make said restoration as provided herein, then after 10 days' written notice by the Town to the company, the Town may proceed to restore such street, right-of-way, and public place as nearly as possible to its original condition and shall submit a statement of the costs of this restoration to the company. The company agrees to pay the Town for these costs within 10 working days. If the company defaults in payment, the Town may take appropriate legal actions, and the company agrees to pay all costs of such legal proceedings, including attorney fees.

Section 8. Location of lines.

The Town may approve or disapprove the company's plan to locate or construct mains, appliances, and extensions to the gas pipeline system, and all such portions of the system shall be located and constructed in accordance with the usual custom in laying mains, appliances, and extensions.

Section 9. Service standards.

The company shall maintain and operate its gas distribution system in an efficient manner and shall provide fair, adequate, and reasonably satisfactory service to the consumers of gas service in the Town.

Section 10. Notice of interruption for repairs.

Planned interruptions shall be made at a time that will not cause unreasonable inconvenience to customers and shall be preceded by adequate notice to those who will be affected.

Section 11. Conditions on right-of-way use.

A. *Use.* All transmission and distribution structures, pipes, and equipment constructed or operated by the company within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, rights-of-way, and public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, rights-of-way, or other public ways and places.

B. *Regrade of streets.* Whenever the Town shall regrade any existing street on which the company has installed gas mains, pipes, or facilities, the company, at the request of the Town, shall, upon reasonable notice from the Town, at its own cost and expense, change or relocate such gas mains, pipes, or facilities to conform to the newly established grade, except when relocation assistance payments are to be paid to the company under any federal or state statute.

C. *Crossing Town water and sewer easements.* The company shall erect no structure or pipeline or install any underground facility within a Town water or sewer easement or right-of-way unless approved by the Town.

Section 12. Plant location.

The locations and maintenance within the Town of any plant or manufacturing facility shall be subject to such powers as the Town may have under the laws of North Carolina to regulate the location and maintenance of such industries.

Section 13. Access to system maps.

Upon request, the company agrees that it will allow authorized representatives of the Town to review the then-existing maps of the gas utility system in the territorial limits of said Town and the extraterritorial area surrounding said Town in which said system operates so that the Town will be informed of the location of said system and will be able to undertake all reasonable efforts to avoid damaging said systems.

Section 14. Mortgage; assignment.

The company is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges thereunder and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein, and subject to the approval by the North Carolina Utilities Commission or other governmental agency whose approval is required by law. The company shall not assign or transfer its rights under this Ordinance and agreement; provided, however, that this provision shall not prohibit the company from assigning its rights hereunder to the surviving corporation in any corporate reorganization in which the corporation is a party.

Section 15. Preferential or discriminatory practices prohibited.

The company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any unreasonable preference or advantage to any person nor subject any person to any unreasonable prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the company from implementing such rate schedules and charges for service as may from time to time be allowed pursuant to state or federal law.

Section 16. Supervision and inspection.

The Town shall have the right to supervise all construction and installation work performed, subject to the provisions of this franchise, and to make such inspections as it shall find necessary to insure compliance with this franchise.

Section 17. Company liability; indemnification.

A. The company shall save the Town and the Mayor and members of Council, and Town officers, agents, servants, and employees harmless from all loss sustained by the Town or the Mayor or members of Council or Town officers, agents, servants, or employees on account of any suit, judgment, execution, claim, or demand whatsoever resulting or in any manner arising from negligence on the part of the company, its officers, agents, servants, and employees, in the construction, erection, operation, and maintenance of its gas distribution system or the conduct of its business.

B. If the Town, the Mayor, any member of Council, or any Town officers, agent, servant, or employee shall be sued in any court by any person for injuries to person or property on account of the construction, erection, operation, or maintenance of the company's gas distribution system or the conduct of any company's business, the company shall defend all such suits and pay the final judgments resulting therefrom and shall, at the option of the Town, the Mayor, any member of Council, or any Town officer, agent, servant, or employee, be made a party of any such court proceeding.

Section 18. Separability.

Should any part, term, or provision of this franchise be declared by a court to be illegal or unauthorized or in conflict with any law of the United States or the State of North Carolina or to be in conflict with any valid rule or regulation duly promulgated by any agency or regulatory body of the United States of [or] the State of North Carolina, the remaining portions or provisions shall not be affected thereby.

Section 19. Amendments.

The Council, with the consent of the company, may amend the provisions of this franchise; provided, no material and substantial amendment of this franchise shall be made except upon a public hearing thereon.

Section 20. Acceptance by company.

This franchise and all of its terms and provisions shall be accepted by the company in writing in the form hereinafter set forth within 60 days of the grant of this franchise by the Council and, when accepted, shall be filed with the Town Clerk who shall record the same in the Book of Ordinances. Such written acceptance may be upon or at the end of a copy of this Ordinance and shall state and express the acceptance of the said franchise and its terms, conditions, and provisions; and the said company shall agree in said written acceptance to abide by, observe, and perform the same according to all of its terms and provisions and shall declare that statements and recitals contained in said franchise are correct and that it has made and does make the agreements and statements set forth in this franchise.

Acceptance herein referred to shall be in the following form:

"The undersigned Piedmont Natural Gas Company, Inc., does hereby accept and approve the foregoing and attached franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be carried out and performed by it in said franchise.

This the ____ day of _____, 1986.

PIEDMONT NATURAL GAS COMPANY,
INC.

(CORPORATE SEAL)

BY: _____
PRESIDENT

ATTEST:

SECRETARY

STATE OF NORTH CAROLINA

COUNTY OF _____

On the ____ day of _____, 1986, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____, the _____ President, and _____, the _____ Secretary, of Piedmont Natural Gas Company, Inc., and for themselves and as such officers respectively before and on the behalf of the said company acknowledge the signing and execution of the foregoing instrument and acknowledge that the seal affixed to said instrument is the corporate seal of the said company; and they affixed such corporate seal to and otherwise executed said instrument on behalf of the said company; and that the signing and execution of said instrument is their free and voluntary act and deed as such officers respectively and is the free and voluntary act of the company for all of the uses and purposes in said instrument mentioned, all pursuant to authority and direction duly given by the Board of Directors of the said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

NOTARY PUBLIC

My Commission Expires _____”

Section 21. Effective date.

This franchise shall be in full force and effect from and after the day and date of its passage, but only after it has been accepted in all its terms and conditions by the company, in writing, within 60 days after its passage; otherwise, the same shall be null and void.

This Ordinance adopted and franchise granted this 21st day of April, 1986, after passage upon two readings as required by law.

First reading, March 17, 1986; Ayes: 5; Noes: 0.

Second reading, April 21, 1986; Ayes: 5; Noes: 0.

TOWN OF MAIDEN

(TOWN SEAL)

BY: /s/Robert L. Smyre
MAYOR

ATTEST:

/s/ R. Irene Campbell
TOWN CLERK

