AN ORDINANCE OF THE CITY OF GREEN ISLE, SIBLEY MINNESOTA, GRANTING TO WESTERN GAS UTILITIES, INC., A MINNESOTA CORPORATION, ITS LESSEES, SUCCESSORS, AN ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO OPERATE A GAS WITHIN THE CITY OF GREEN ISLE AND TO SUPPLY GAS TO TO OPERATIONS HABITANTS THEREOF; AND d OTHERWISE REGULATE GAS TO THE IN-SHOW BUSINES MATENS SAS AND.

CITY COUNCIL 9 CITY 9 GREEN ISLE ORDAIN

MAINS 949 $\vec{\circ}$ POSES HEATING MANUFACTURE FUTURE APPERTAINING, TAIN CORPORATION, REFERRED SUBJECT COVERED WHETHER %5 SECTION 000 CORPORATE PIPES, Ï BRIDGES DOMESTIC, d RIGHT AND () () PLANT HERETO D © ≺ ARTIFICIAL, BEYOND Z SERVICES I D N O SIFI MBISAS TRANSMISSION UPON, CIMITS LESSEES, WINSTIRR GRANTEE, INDUSTRIAL AUTHORITY J PUBLIC Ω Α Θ FRANCHISE SAID OVER ERECT <u></u> PND NATURAL, 00 SYSTEM AND CITY; SUCCESSORS $\overset{\dashv}{\circ}$ I m PLACES OTHER APPLICANCES ~ <u></u> ACROSS UTILITIES DND T 0 R SUPPLY CONSTRUCT, CITY HEREBY DISTRIBUTION P D MIHIIN MIXED 9 D Z D PERIOD H 900 PZ OTHER GRANTED GREEN 0 % ALONG AND ALL GRANTEE HNO ASSIGNS, T02 I OPERATE 9 OTHERWISE USES TSLE I PRESENT D'N'E I ALNEML D THEREUNTO Y B II K II NECESSARY MINNESOTA PRO PERIOD SALE AND HEREINAFIER TOR TREETS PUR TOR

SHALL H HOWEVER, FROM d CONSUMER BUBLESE I ASSIGNS INSTALLED SIMULTANEOUSLY IN ORDER TO COMPLETE ESTIMATED REVENUE, PURPOSE TIME SECTION NOT ALL ON INVESTMENT. OTHER SHALL 070 THAT Ф М STITITIES SHALL MAKE CONSUMERS, 9 MMIT SHILITIES REQUIRED MAKE H SERVING I I M **D** GRANTEE, SUCH REASONABLE (SEWER-WATER-ELECTRICITY-TELEPHONE-ETC.) MAY GRANTEE, EXTENTIONS TO MAKE ANY EXTENSIONS INVOLVED, ANY NEW CONSUMER S TO BE DERIVED BE NECESSARY INSUFFICIENT TO TTS GRANTEE, STIS LESSEES, SUCESSORS 9 Ħ LESSEES, EXTENSIONS HTS MAINS, SUB-DIVISION FROM SERVING THERETO; PROVIDED LESSEES, SUCCESSORS OR CONSUMERS PRODUCE ON AN EQUAL SUCCESSORS OF ITS OF THE DEVELOPMENTS I I M HOUS 0 Ž MAINS FOR ADEQUATE MAINS WHERE ASSIGNS DEVELOP SISAS

DOES AND SUCCESSORS, REASONABLE, JURISDICTION THEREOVER TO REGULATE, FIX, AND UTILITIES POSSESSED ITSELF, SUBJECT D D D LESSEES, DIRECT FURTHER SECTION 3. RIGHT IN \approx COMMISSION OR ANY OTHER REGULATORY TO ALL RIGHT, POWER AND I PLACES AND LESSEES, 二 SUCCESSORS SPECIFICALLY MANNER COMPENSATORY ASSIGNS SAID THIS FRANCHISE I H Ħ SAID GRANTER SUCCESSORS OITY IN MHICH THE AND ASSIGNS SHALL USE CITY OF AGREE OF GREEN GAS AGREES CONTAINED SHALL AT ALL TIMES BND FOR RATES, GREEN H AUTHORITY GRANTEE, THAT ALTHOUGH ISLE, THE DND ASSIGNS TOR STREETS, ALLEYS DND ISLE DND Ï BEHALF TTS 70 THAT ALL AUTHOR-Ħ ΣON TRIBUNAL HAVING CONTROL MINNESOTA PUBLI BEHALF REGULATE, CONTROL LESSEES THE 0 -9 HEREAF TER TSUT SHALL HAVE GRANTEE ITSELF , BRIDGES

RATES RIGHT SHALL T ROM P HMIT SWATL \Box TIME COMPETITIVE FOR MOUS GAS DND SERVICE, SHALL (C) THAT JUST SUCH

DNY Y 1989. ORATION PUBLIC LESSEES, SHALL 1989 P 0 SHALL THEREBY; THEIR MITHIN CONDITION WORK STREET, APPLICANTS 9 MILL SECTION т П 0 Σ Ζ START H H N I I PLACE 9 WORK GREEN 90 SUCCESSORS EXCAVATED HAVE EXPENSE CONSTRUCTION, AD ALIO тнат, T H **D** ALLEY, CONSTRUCTION HS ISLE SHALL, AS <u>-</u> NATURAL SIGNED SUBJECT GRANTEE III. WAS SAID MAKE GREEN HIGHWAY, OR ANY PAVEMENT, IN THE COURSE OF PRE GRANTEE, \subseteq BEFORE STREET, ALLEY, HIGHWAY, P FAR ASSIGNS TTS MAINTENANCE 9 FOR ISLE APPROVAL AVAILABLE REPAIRS D LESSEES, BRIDGE D NATURAL I ON OR NATURAL PRACTICABLE, SHALL SAID LESSEES, DND 08 OF GREEN SUCH WORK, CURBING BEFORE 0 ON OR BEFORE 0 A 8 SUCCESSORS WORK GAS PROMPTLY OTHER RESTORATIONS REPAIR SERVICE DISTRIBUTION NA NA NA MNUL SUCCESSORS OR GUTTER PUBLIC \mathbb{Z} ISLE DONE. 9 AND Ħ RESTORED BRIDGE 0) (5 v © ≺ OCTOBER CITY HHS P GRANTEE, PLACE IN SAID ASSIGNS NECESSARY AUGUST 1989 THEREIN OR ANY SYSTEMS 0 SYSTEM COUNCIL \exists ASSIGNS 0 REST ⊅ (n SHALL TTS OTHER

HOLD ESTABLISHED, CLAIMS, SUCCESSORS GAS HARMLESS SECTION OBLIGATIONS, METEYS DND OPERATION ⊢ --| ARISING THAT MIL 8 ASSIGNS, AGREES I m Η P SAID CITY OF GREEN AND MAINTENANCE LIABILITIES GRANTEE, FOR ITSELF AND P GRANTEE, GROWING SEMIL TUD HTS THAT WHILE SAVE, 02 9 LESSEES JUDGMENTS, 9 0 70 ISLE PROTECT, FLOWING H H FROM ANY SAID SUCCESSORS ITS LESSEES TERM MERROR LEGALLY INDEMNIFY FROM AND ALL PLANT 070

I MINNESOTA CONTRACTORS SHALL ASSIGNS, GRANTEE. PRIOR PERFORMANCE TO COMMENCEMENT DUE H J GRANTEE, 0 CAUSED BOND PAYABLE TTS 9 HI AB LESSEES, SUCCESSORS CONSTRUCTION TO THE FAULT OR FURNISH CITY OF NEGL IGENCE 0 GREEN ISLE D \$25,000 BUSTONS

GOVERNMENTAL BODY OF GREEN INSTITUTED YEAR PROVIDED, BEGUN I FRANCHISE, UNLESS BEFORE LESSEES, FRANCHISE HEREIN SHALL NON-EXCLUSIVE GRANTEE SAID PERIOD Η SECTION HSLE CONSTRUCTION CONTINUE (90) OTHERWISE MHICH CITY OF GREEN EFFECTIVE SUCCESSORS HOWEVER, GOES BY OTHERS; H T (3) D N K 0 DAYS T T T 0. OFFICIALS TNTO FOR THE TIME PRIOR STATED) FROM AND SAID Ħ DATE THAT THERE THE NIHTIM LESSEES, SUCCESSORS, 0 EFFECT UNDER AUTHORITY, REASONABLY SHALL RIGHT OR DUE OITY ISLE ASSIGNS, OF WRITTEN NOTICE PERIOD HEREOF, 0 R SUCH 9 ED M AND AUTHORITY GOVERNING AFTER NOT LESS J SAID CANCELLATION OF TWENTY YEARS SHALL GREEN ISLE SUBJECT LOST DUE TO LITIGATION 0 Z D X ACTION OF SECTION DUE H AFTER CITY CANCEL TO BODY, d J ADDED INTENTION 0 9 H H نسخ دسخ HEREIN GRANTED 二二 POSSESSES I STRIKES PND AND ASSIGNS THAN THREE GREEN HEREOF. 0 TO SUCH THREE DATES GRANTEE REGULATORY SAID (EXCEPT 9 TERMINATION TERMINATE THIS () () ISLE ANY OTHER CITY SHALL) (0 YEARS , DO 9 HAVE

DATE MAJORITY I I 9 SECTION THIS 0 9 H ORDINANCE, D Z Z VOTES H PERIOD OF CITY CAST SIMN N COUNCIL UPON THE FIVE AUTHORIZED YEARS 9 QUESTION, ALIO WHL FROM 9 d I H X A A X © ≺ OF GREEN EFFECTIVE D ACQUIRE TWO-THIRDS HSLE AND

FIRST BE PERIOD. MONTHS PROPERTY d LESSEES, SUCCESSORS OPERATED MAINS, MUMOTION THEREAFTER H H LESSEES, GOVERNING ASCERTAINED PIPES, NEXT REMAINDER, HULCH CALLED UNDER SUCCESSORS D N N D APPLIED TO H 0 OPERATE PRECEDING MAINTAINED BY SUCCESSORS OR CONSIDERATION BODY. SHALL ASSIGNS, SERVICES I H TI 0 R Ħ H SAID RIGHT OF HAVE THE PAYMENT OF ANY ENCUMBRANCE OR ASSIGNS THE MANNER SUCH VOTE SHALL DZ Z THE DND UPON () () () PURPOSE, BEEN CONSTRUCTED, EXPIRATION H H H FOR SUCH WORKS OTHER APPLIANCES ASSIGNS SHALL PAYING EMINENT DOMAIN, PLANT Ħ SAID PROVIDED BY (C) DND D'ND TO SAID VALUE GRANTEE PAID 유 80 M GAS SAID TAKEN d 9 0 72 SYSTEM, GRANTEE, NIHIIN INSTALLED UPON LAW FOR SAID SAID GRANTEE, THEREUNTO H PROPERTY SHALL FIVE-YEAR P D CESSEES PETITION OF PROPERTY THREE AND SPECIAL THEREON PAGE ACQUIRING APPER FIVE

THEREOF FRANCHISE T H VENDEE, SECTION FRANCHISE GREEN ISLE SHALL CLERK ASSIGNEE (C) * Ø M DND Z 0 Þ SHALL EFFECTIVE SALE, ASSIGNMENT OR LEASE AGREEING ASSIGNMENT OR LEASE, OR LESSEE HAVE UNTIL JO APPROVED SHALL PERFORM T T M HAVE CITY 를 패 AL ACCEPTING FILED SAME COUNCIL T H 9 D D D IN THE CONDITIONS I H 9 TILNN OFFICE TERRIG

CAUSE FRANCHISE ASSIGNEE, SECTION TOR d I I 0 70 LESSEE PERFORM ANA Ø FORFEITURE MATERIAL 0 금 ANY SUCCESSOR VIOLATION 유 9 PORTIONS I III O 9 © ≺ PROVISIONS THE FRANCHISE TIM THEREOF PROVISIONS GRANTEE THEREOF, D D D 0 20 PL I H 9 RIGHTS SHALL FAILURE

GREEN ISLE HEREUNDER BY RESOLUTION OF THE CITY COUNCIL CONTINUATION AFTER OF SUCH VIOLATION, FAILURE REASONABLE WRITTEN NOTICE TO THE COMPANY 유 OR DEFAULT. THE CITY OF

INANCES SECTION INCONSISTENT HEREWITH ARE HEREBY REPEALED FO. ALL OTHER ORDINANCES OR PORTIONS OF ORD-

BY FILING ONLY PRIOR ORDINANCE, FILE WITH THE CITY CLERK OF THE CITY OF GREEN SHALL WITHIN THIRTY (30) DAYS AFTER THE PASSAGE TTS D N D SIHI BLUNI WESTERN GAS REQUIRED BY LAW, AND UPON THE THEREAFTER SHALL BE BINDING ACCEPTANCE IN WRITING SIGNED BY EFFECT FROM AND AFTER ITS ATTESTED SUCCESSORS AND ASSIGNS. SECTION 11. THIS ORDINANCE SHALL BE \supset OF GREEN ISLE. TO COMMENCEMENT OF CONSTRUCTION OF THE FACILITIES ORDINANCE WRITTEN SURRENDER THEREOF WITH THE UTILITIES, INC., A MINNESOTA CORPORATION, AND SII A8 CORPORATE SEAL. AT ANY TIME AFTER SUCH ACCEPTANCE BUT WESTERN GAS UTILITIES, INC. ON WESTERN GAS UTILITIES, INC., WRITTEN ACCEPTANCE HEREOF BY PASSAGE ITS PROPER THE GRANTEE MAY TERM-AND PUBLICATION IN FULL FORCE CITY CLERK OF OFFICERS OF THIS

GREEN PASSED AND APPROVED BY THE CITY COUNCIL OF ISLE SIHI ∞ DAY OF May . 5861 7 I I I I OITY OF

IS Carol Schwich

lessees, successors, an non-exclusive franchise gas system within the regulate such busines nhabitants thereof; An ordinance of the Sibley County, ting to Western and to supply a Minnesota co County,

uses and purposes, in said city; and the graggrees to operate said s supply gas for the pecovered by this franchi: domestic, streets, alleys, bridge applicances, thereunto system mission and distributio places within mains, pipes, hereto, to erect, a period of twenty year: non-exclusive right and grantee, is hereby hereinafter Isle corporate limits of Section 1. Western maintain a gas em and any and for the manufactu whether artifici a Minnesota Isle does ordain successors industrial a Council of the prese referred service const the 00 o

installed simultaneously complete the developme an equal basis to the o involved, in sub-divisi its lessees, successors shall make extentions (water-electricity-telepho return on investment. sufficient consumer derived from serving its mains for the purpo successors or assigns necessary mains from time to tim such reasonable successors or where the estimated re required to make any (new where to produce (consumer . ٩ thereto; developme <u>a</u> consum assigns grantee

bridges and public place of Green Isle and the (tribunal having jurisdi over to regulate, fix, and reasonable, and compe further specifically agre behalf of itself assigns shall use the sti grantee, its lessees, si rates, and to regulate, authority now or hereaft contained authority and right in successors and and in behalf mission Minnesota Section 3. the said the ₽ ٩ shall City of o all right, manner any The grante assig at itself, other Ore Gre <u>a</u>

Arlington

CHRISTIAN CHU LIVING WATE

Randy Saatzer, Pas County of Sibley Phone 612-873-46 State of Minnesota

mentary School Auditor 10:00 a.m. Service in

Wednesday:

Ki 11

being duly sworn, on oath says she is and during all the

tary and fourth Wednesday third Wednesday in Par 7:00 p.m. Bible Study

326-511

5:00 p.m.

Section 2. The granter tion.

CHURCH OF ST. B

Saturday: Green Isle Fr. Ralph Hayd 326-5111

She further states on oath that the printed

Ordinance

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3:30 p.m.

Sunday: Sacrament of Reconcilia Celebrati

tion. 8:30 a.m. Eucharisti

AFFIDAVIT OF PUBLICATION

Youth Group meets inches. (2) Said newspaper is a weekly and is distributed at least once each week. (3) Said Elementary School Au newspaper has 50 percent of its news columns devoted to news of local interest to the Call 964-5221 for inform community which it purports to serve and does not wholly duplicate any other publication newspaper. Sacrament of Reconcilia printed. (6) Said newspaper files a copy of each issue immediately with the State Historical 5:00 p.m. Eucharist Society. (7) Said newspaper has complied with all the foregoing conditions for at least two Saturday Evening: Maintained by the publisher of said newspaper of persons in her employ and soupect to her 4:30 p.m. Celebrati direction and control during all such regular business hours and at which said newspaper is 130 p.m. Celebrati direction and control during all such regular business hours and at which said newspaper is 130 p.m. Celebrati direction and control during all such regular business hours and at which said newspaper is 130 p.m. CHURCH OF ST. T paper is circulated in and near the municipality which it purports to serve, School Auditoriu of the 326-5111 has entry as second-class matter in its local post-office. (5) Said newspaper purports to Sacramental Min serve the City of Arlington in the County of Sibley and it has its known office of issue in Sister JoAnne Ba the City of Arlington in said county, established and open during regular business hours Pastoral Adm. - 24 for the gathering of news, sale of advertisements and sale of subscriptions and Jessenland Town 500 copies regularly delivered to paying subscribers, has an average of at least 75 per-Fr. Ralph Hayd cent of its total circulation currently paid or no more than three months in arrears and filed with the Secretary of State of Minnesuta prior to January 1, 1966, and each January 1 thereafter an affidavit in the form prescribed by the Secretary of State and signed by the stated as follows: (1) Said newspaper is printed in the English language in newspaper of the newspaper known as Arlington Enterprise and has full knowledge of the facts herein is a legal newspaper. publisher of said newspaper and sworn to before a notary public stating that the newspaper maintained by the publisher of said newspaper or persons in her employ and subject to her and is not made up entirely of patents, plate matter and years preceding the day or dates of publication mentioned below. (8) Said newspaper has 0wner advertisements. (4) Said newshas at least

printed and published therein in the English language, once each week hereto attached as a part hereof was cut from the columns of said newspaper, and was

the_	for_
Twenty-fifth	for One
h $dav \ of \ Ma y$	successive weeks; that is was first so published on Wednesday,
19 89	first so published on
and was	Wednesday,

was

thereafter printed and published on every Wednesday to and including Wednesday

and that the following is a printed copy of the lower case alphabet from A to inclusive, and is hereby acknowledged as being the size and kind of type used in com _day 'n both

and publication of said Subscribed and sworn to before me this notice to wit: acknowledged as being the size and kind of type used in composition Notary Public abcdefghijklmnopqrstuvwxy 202 day of Cownty, ,Minnesota 19

(Notarial Seal) WILLIAM W. JENSMISSION expires

gas system within the City of Green Isle and to supply gas to the inhabitants thereof, and to otherwise lessees, successors, and assigns, a non-exclusive franchise to operate a Isle, Sibley County, Minnesota granting to Western Gas Utilities regulate such business operations. An ordinance of the City of Greenle, Sibley County, Minnesota, Ø Minnesota corporation, its

Green Isle does ordain: The City Council of the City of

hereinafter referred to lessees, successors and assigns, hereinafter referred *-Section Minnesota corporation, 1. Western Gas Utilities

uses and purposes, in and beyond said city; and the grantee hereby agrees to operate said system and to supply gas for the period of time covered by this franchise. gas, domestic places within the present and future corporate limits of the City of Green Isle, for the manufacture and transmission and distribution and sale of hereto, to erect, construct, operate and maintain a gas plant and gas system and any and all necessary applicances, thereunto appertaining, in upon, over, across and along the mixed or streets, mains, a period of twenty years, but subject grantee, is hereby granted the non-exclusive right and authority for whether pipes alleys, bridges and public vithin the present and future otherwise, industrial and all services, and other artificial, natural, for heating, other

sufficient to produce an adequate return on investment. The grantee, its lessees, successors or assigns shall make extentions of mains, on an equal basis to the other utilities involved, in sub-division developwater-electricity-telephone-etc.) are installed simultaneously in order to complete the development. ments derived from serving such consumer or consumers, i required to make any extensions of its mains for the purpose of serving any new consumer or consumers successors or assigns shall make such reasonable extensions of the where the estimated revenue, to be successors or assigns shall not be ever, that the grantee, necessary mains from time to time as may be successors or Section 2. The grantee, its lessees, where all thereto; utilities (sewerprovided howconsumers lessees, S new -

further specifically agree for and in behalf of itself, its lessees, suc-cessors and assigns that although it assigns shall use the streets, alleys, bridges and public places in said City of Green Isle and the grantee does over to regulate, fix, and control just, reasonable, and compensatory gas rates, and to regulate, control and direct the manner in which the grantee, its lessees, successors, authority now or hereafter possessed by the said City of Green Isle, the Minnesota Public Utilities Comsuccessors and assigns that all authority and right in this franchise contained shall at all times be tribunal having subject and in behalf of mission Section 3. to all right The grantee agrees for alf of itself, its lessees, any other jurisdiction therepower regulatory and and

> reasonably lost due to litigation instituted by others; or due to action of said City of Green Isle, its officials or governing body, or of any other governmental body of authority or due to strikes. ever, that there shall be added to such three year period any time begun construction within the said City of Green Isle provided, how-ever, that there shall be added to sors or assigns, of its intention so to do, the said City of Green Isle after not less than three years from the effective date hereof, may cancel and terminate this force that the force are the force to the force the force that th before such cancellation and term-ination the grantee or its lessees, successors, or assigns shall have

be ascertained in the manner pro-vided by law for acquiring property under the right of eminent domain, upon petition of its governing body. Such vote shall be taken as a special 윽 such works or property shall first be applied to the payment of any encumbrance thereon and the held within three months next pre-ceding the expiration of said five-year period. The consideration for grantee, its lessees, successors assigns, upon paying to se grantee, its lessees, successors assigns the value of said property, ated encomprance thereon and the remainder, if any, shall be paid to said granton in it. election called for that purpose, ar unto appertaining which shall been constructed, installed, services and other appliances ther operate said gas plant a system, and all mains, operate said question, may acquire and thereaft authorized so to by a two-thi majority of the votes cast upon authorized period of five years from the effective date of this ordinance, wh City of Green Isle at the en assigns Section 7. The City Council of the grantee, its lessees, successors and maintained by the two-thir and of of pipe မွ ထ

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he form prescribed by the Secretary of State and signed by the

and sworn to before a notary public stating that the newspaper

th that the printed

Ordinance

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orty of Green Isle approved the to perform all the conditions thereof assignment or lease, accepting the terms of the franchise and agreeing vendee, assignee or lessee shall have filed in the office of the city clerk ar effective until the City Council of th lease Section 8. No sale, assignment c the same and franchise shall shall have until 3

violation, company, and continuation City Council of the City of Green Isle after reasonable written notice to the perform any of thereof, shall be rights hereunder by resolution of the forfeiture of this thereof, or the failure tranchise or or successor of the provisions of this grantee, its vendee, assignee, Section failure or default. 9 any material portions The violation be franchise and the promptly to cause ō of such by lessee ≓ Ø

herewith are hereby repealed. portions of ordinances Section 10. All other ordinances or inconsistent

written acceptance hereof by Western Gas Utilities, Inc., a Minnesota corporation, and thereafter shall be required in full force and effect from and after Section 11. This ordinance shall be passage and publication uired by law, and upon the as A W. WENSINGS on expires .
 S IV COUNTY

 B FOR EXPIRES 12 20 01

Notary Public

County,

,Minnesota

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AFFIDAVIT OF PUBLICATION

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being duly sworn, on oath says she is and during

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knowledged I tice to wit:	a printed	ָּלֵן ה	g_successiv	_	B (D)	
as being the size abcdefghijkIn	day of the lower	day of May	e weeks; that is w	s cut from the co English language		
knowledged as being the size and kind of type used in composition tice to wit: abcdefghijkImnopqrstuvwxyz	a printed conv of the lower case elebabet from A to 7 both	19 89	successive weeks; that is was first so published on Wednesday	hereof was cut from the columns of said newspaper, and was rein in the English language, once each week,		
in composition	ng Wednesday	and was	วก Wednesday	paper, and was		

shall have the right from time to time for such gas service, that such rates shall at all times be competitive and shall be just and reasonable.

Section 4. The grantee, its lessees, successors or assigns shall start construction of a natural gas distribution system within the City of Green Isle on or before June 15, 1989. All applicants signed up for natural gas service by August 1, 1989 will have natural gas available on or before October 1, 1989. When the grantee, its lessees, successors or assigns shall do work of construction, maintenance or repair of its systems in any street, alley, highway, bridge or other public place in said City of Green Isle or any pavement, curbing or gutter therein shall be excavated in the course of such work, the grantee, its lessees, successors and assigns shall promptly and at its or their own expense make all repairs and resotrations necessary thereby; so that, saysteet, alley, highway, bridge or any other public place, shall, as far a practicable, be restored to as good a condition as it was before the said work was done. All restoration work is subject to approval of Green Isle

City Council.
Section 5. The grantee, for itself and its lessees, successors and assigns, agree that while the term hereof continues, it will at all times save, protect, indemnify and hold harmless that said City of Green Isle from any and all claims, obligations, liabilities or judgments, legally established, arising, growing out of or flowing from the construction, operation and maintenance of the said gas plant and gas system by the grantee, its lessees, successors or assigns, and due to or caused by the fault or negligence of the grantee. The grantee, its lessees, successors or assigns shall prior to commencement of construction furnish a \$25,000 contractors performance bond payable to the City of Green Isle, Minnesota.

Section 6. The right and authority herein granted shall be non-exclusive and shall be subject to all regulatory powers which the said City of Green Isle possesses and shall continue for the period of twenty years (except as herein otherwise stated) from and after the dates of this franchise goes into effect under Section 11 hereof. On ninety (90) days prior written notice to the grantee, its lessees, successive and subject to the grantee, its lessees, successive and subject to the grantee.

western Gas Utilities, Inc., its successors and assigns. Western Gas Utilities, Inc., shall within thirty (30) days after the passage of this ordinance, file with the City Clerk of the City of Green Isle, its acceptance in writing signed by its proper officers and attested by its corporate seal. The grantee may terminate this ordinance at any time after such acceptance but only prior to commencement of construction of the facilities, by filing a written surrender thereof with the City Clerk of said City of Green Isle.

Passed and approved by the City Council of the City of Green Isle this 8th day of May, 1989.

John Foley, Jr., Mayor Attest: Carol Schwich, City Clerk

52-1-c