

ORDINANCE NO. 91

AN ORDINANCE OF THE CITY OF GREEN ISLE, SIBLEY COUNTY, MINNESOTA, GRANTING TO WESTERN GAS UTILITIES, INC., A MINNESOTA CORPORATION, ITS LESSEES, SUCCESSORS, AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO OPERATE A GAS SYSTEM WITHIN THE CITY OF GREEN ISLE AND TO SUPPLY GAS TO THE INHABITANTS THEREOF; AND TO OTHERWISE REGULATE SUCH BUSINESS OPERATIONS.

THE CITY COUNCIL OF THE CITY OF GREEN ISLE DOES ORDAIN:

SECTION 1. WESTERN GAS UTILITIES, INC., A MINNESOTA CORPORATION, ITS LESSEES, SUCCESSORS AND ASSIGNS, HERINAFTER REFERRED TO AS THE GRANTEE, IS HEREBY GRANTED THE NON-EXCLUSIVE RIGHT AND AUTHORITY FOR A PERIOD OF TWENTY YEARS, BUT SUBJECT HERETO, TO ERECT, CONSTRUCT, OPERATE AND MAINTAIN A GAS PLANT AND GAS SYSTEM AND ANY AND ALL NECESSARY MAINS, PIPES, SERVICES, AND OTHER APPLICANCES, THEREUNTO APPERTAINING, IN UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITHIN THE PRESENT AND FUTURE CORPORATE LIMITS OF THE CITY OF GREEN ISLE, FOR THE MANUFACTURE AND TRANSMISSION AND DISTRIBUTION AND SALE OF GAS, WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE, FOR HEATING, DOMESTIC, INDUSTRIAL AND ALL OTHER 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.

SECTION 2. THE GRANTEE, ITS LESSEES, SUCCESSORS OR ASSIGNS SHALL MAKE SUCH REASONABLE EXTENSIONS OF THE MAINS FROM TIME TO TIME AS MAY BE NECESSARY THERETO; PROVIDED HOWEVER, THAT THE GRANTEE, ITS LESSEES, SUCCESSORS OR ASSIGNS SHALL NOT BE REQUIRED TO MAKE ANY EXTENSIONS OF ITS MAINS FOR THE PURPOSE OF SERVING ANY NEW CONSUMER OR CONSUMERS WHERE THE ESTIMATED REVENUE, TO BE DERIVED FROM SERVING SUCH NEW CONSUMER OR CONSUMERS, IS INSUFFICIENT 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 DEVELOPMENTS WHERE ALL UTILITIES (SEWER-WATER-ELECTRICITY-TELEPHONE-ETC.) ARE INSTALLED SIMULTANEOUSLY IN ORDER TO COMPLETE THE DEVELOPMENT.

SECTION 3. THE GRANTEE AGREES FOR AND IN BEHALF OF ITSELF, ITS LESSEES, SUCCESSORS AND ASSIGNS THAT ALL AUTHORITY AND RIGHT IN THIS FRANCHISE CONTAINED SHALL AT ALL TIMES BE SUBJECT TO ALL RIGHT, POWER AND AUTHORITY NOW OR HEREAFTER POSSESSED BY THE SAID CITY OF GREEN ISLE, THE MINNESOTA PUBLIC UTILITIES COMMISSION OR ANY OTHER REGULATORY TRIBUNAL HAVING JURISDICTION THEREOVER 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, AND ASSIGNS SHALL USE THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES IN SAID CITY OF GREEN ISLE AND THE GRANTEE DOES FURTHER SPECIFICALLY AGREE FOR AND IN BEHALF OF ITSELF, ITS LESSEES, SUCCESSORS AND ASSIGNS THAT ALTHOUGH IT 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 RESTORATIONS NECESSARY THEREBY; SO THAT, SAID STREET, ALLEY, HIGHWAY, BRIDGE OR ANY OTHER PUBLIC PLACE, SHALL, AS FAR AS 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, AGREES 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, SUCCESSORS 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 FRANCHISE, UNLESS BEFORE SUCH CANCELLATION AND TERMINATION THE GRANTEE OR ITS LESSEES, SUCCESSORS, OR ASSIGNS SHALL HAVE BEGUN CONSTRUCTION WITHIN THE SAID CITY OF GREEN ISLE PROVIDED, HOWEVER, THAT THERE SHALL BE ADDED TO SUCH THREE YEAR PERIOD ANY TIME REASONABLY LOST DUE TO LITIGATION INSTITUTED BY OTHERS; OR DUE TO ACTION OF THE SAID CITY OF GREEN ISLE ITS OFFICIALS OR GOVERNING BODY, OR OF ANY OTHER GOVERNMENTAL BODY OF AUTHORITY, OR DUE TO STRIKES.

SECTION 7. THE CITY COUNCIL OF THE CITY OF GREEN ISLE AT THE END OF ANY PERIOD OF FIVE YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, WHEN AUTHORIZED SO TO BY A TWO-THIRDS MAJORITY OF THE VOTES CAST UPON THE QUESTION, MAY ACQUIRE AND

PAGE FIVE

THEREAFTER OPERATE SAID GAS PLANT AND GAS SYSTEM, AND ALL MAINS, PIPES, SERVICES AND OTHER APPLIANCES THEREUNTO APPERTAINING WHICH SHALL HAVE BEEN CONSTRUCTED, INSTALLED, OPERATED AND MAINTAINED BY THE SAID GRANTEE, ITS LESSEES, SUCCESSORS OR ASSIGNS, UPON PAYING TO SAID GRANTEE, ITS LESSEES, SUCCESSORS OR ASSIGNS THE VALUE OF SAID PROPERTY, TO BE ASCERTAINED IN THE MANNER PROVIDED BY LAW FOR ACQUIRING PROPERTY UNDER THE RIGHT OF EMINENT DOMAIN, UPON PETITION OF ITS GOVERNING BODY. SUCH VOTE SHALL BE TAKEN AT A SPECIAL ELECTION CALLED FOR THAT PURPOSE, AND HELD WITHIN THREE MONTHS NEXT PRECEDING THE EXPIRATION OF SAID FIVE-YEAR PERIOD. THE CONSIDERATION FOR SUCH WORKS OR PROPERTY SHALL FIRST BE APPLIED TO THE PAYMENT OF ANY ENCUMBRANCE THEREON AND THE REMAINDER, IF ANY, SHALL BE PAID TO SAID GRANTEE, ITS LESSEES, SUCCESSORS OR ASSIGNS.

SECTION 8. NO SALE, ASSIGNMENT OR LEASE OF THIS FRANCHISE SHALL BE EFFECTIVE UNTIL THE CITY COUNCIL OF THE CITY OF GREEN ISLE SHALL HAVE APPROVED THE SAME AND UNTIL THE VENDEE, ASSIGNEE OR LESSEE SHALL HAVE FILED IN THE OFFICE OF THE CITY CLERK AN ASSIGNMENT OR LEASE, ACCEPTING THE TERMS OF THE FRANCHISE AND AGREEING TO PERFORM ALL THE CONDITIONS THEREOF.


SECTION 9. THE VIOLATION BY THE GRANTEE, ITS VENDEE, ASSIGNEE, LESSEE OR SUCCESSOR OF THE PROVISIONS OF THIS FRANCHISE OR ANY MATERIAL PORTIONS THEREOF, OR THE FAILURE PROMPTLY TO PERFORM ANY OF THE PROVISIONS THEREOF, SHALL BE CAUSE FOR THE FORFEITURE OF THIS FRANCHISE AND ALL RIGHTS


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

SECTION 10. ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES INCONSISTENT HERewith ARE HEREBY REPEALED.

SECTION 11. THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND PUBLICATION AS REQUIRED BY LAW, AND UPON THE WRITTEN ACCEPTANCE HEREOF BY WESTERN GAS UTILITIES, INC., A MINNESOTA CORPORATION, AND THEREAFTER SHALL BE BINDING ON 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 8 DAY OF May, 1989.

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MAYOR

ATTEST: S 
CITY CLERK

Church

An ordinance of the
Isle, Sibley County,
granting to Western
Inc., a Minnesota co
lessees, successors, a
non-exclusive franchise
gas system within the
Isle and to supply
inhabitants thereof; and
regulate such busines

Arlington

**LIVING WATER
CHRISTIAN CHU**

Lesueur
Phone 612-873-46
Randy Saatzer, Pas

AFFIDAVIT OF PUBLICATION

State of Minnesota }
County of Sibley } ss

The City Council of
Green Isle does ordain
Section 1. Western
Inc., a Minnesota co
lessees, successors;
hereinafter referred
grantee, is hereby
non-exclusive right and
a period of twenty year
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and maintain a gas p
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appliances, thereunt
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streets, alleys, bridge
places within the prese
corporate limits of the
Isle, for the manufac
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gas, whether artifici
mixed or otherwise,
domestic, industrial,
uses and purposes, in
said city; and the gre
agrees to operate said
supply gas for the pe
covered by this franchi

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

Sunday:
10:00 a.m. Service in
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Wednesday:
7:00 p.m. Bible Study
third Wednesday in Pa
tary School Auditoriu
and fourth Wednesday
Every Friday night:
Youth Group meets
Elementary School Au
Call 964-5221 for inform

CHURCH OF ST. T

Jessenland Town
Fr. Ralph Hayd
326-5111
Sacramental Min

Sister JoAnne Ba
Pastoral Adm. - 24

Saturday Evening:

4:30 p.m. Celebrati
Sacrament of Reconcilia
5:00 p.m. Eucharisti

CHURCH OF ST. B

Green Isle
Fr. Ralph Hayd
326-5111

Saturday:

3:30 p.m. Celebrati
Sacrament of Reconcilia
Sunday:
8:30 a.m. Eucharisti

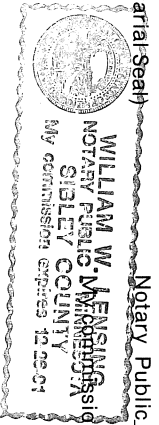
times herein stated has been the Owner publisher and printer
of the newspaper known as Arlington Enterprise and has full knowledge of the facts herein
stated as follows: (1) Said newspaper is printed in the English language in newspaper
format and in column and sheet form equivalent in printed space to at least 900 square
inches. (2) Said newspaper is a weekly and is distributed at least once each week. (3) Said
newspaper has 50 percent of its news columns devoted to news of local interest to the
community which it purports to serve and does not wholly duplicate any other publication
and is not made up entirely of patents, plate matter and advertisements. (4) Said news-
paper is circulated in and near the municipality which it purports to serve, has at least
500 copies regularly delivered to paying subscribers, has an average of at least 75 per-
cent of its total circulation currently paid or no more than three months in arrears and
has entry as second-class matter in its local post-office. (5) Said newspaper purports to
serve the City of Arlington in the County of Sibley and it has its known office of issue in
the City of Arlington in said county, established and open during regular business hours
for the gathering of news, sale of advertisements and sale of subscriptions and
maintained by the publisher of said newspaper or persons in her employ and subject to her
direction and control during all such regular business hours and at which said newspaper is
printed. (6) Said newspaper files a copy of each issue immediately with the State Historical
Society. (7) Said newspaper has complied with all the foregoing conditions for at least two
years preceding the day or dates of publication mentioned below. (8) Said newspaper has
filed with the Secretary of State of Minnesota 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
publisher of said newspaper and sworn to before a notary public stating that the newspaper
is a legal newspaper.

She further states on oath that the printed Ordinance 91

hereto attached as a part hereof was cut from the columns of said newspaper, and was
printed and published therein in the English language, once each week,
for one successive weeks; that is was first so published on Wednesday,
the Twenty-fifth day of May 19 89 and was
thereafter printed and published on every Wednesday to and including Wednesday
the day of 19 ;
and that the following is a printed copy of the lower case alphabet from A to Z, both
inclusive, and is hereby acknowledged as being the size and kind of type used in composition
and publication of said notice to wit: abcdefghijklmnopqrstuvwxyz

Gail Killl

Subscribed and sworn to before me this 30th day of May 19 89
William W. Hennings
County, Minnesota



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

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

Section 1. Western Gas Utilities, Inc., a Minnesota corporation, its lessees, successors and assigns, hereinafter referred to as the grantee, is hereby granted the non-exclusive right and authority for a period of twenty years, but subject hereto, to erect, construct, operate and maintain a gas plant and gas system and any and all necessary mains, pipes, services, and other appliances, thereunto appertaining, in upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Green Isle, for the manufacture and transmission and distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and all other 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.

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

Section 3. The grantee agrees for and in behalf of itself, its lessees, successors and assigns that all authority and right in this franchise contained shall at all times be subject to all right, power and authority now or hereafter possessed by the said City of Green Isle, the Minnesota Public Utilities Commission or any other regulatory tribunal having jurisdiction thereover 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, and assigns shall use the streets, alleys, bridges and public places in said City of Green Isle and the grantee does further specifically agree for and in behalf of itself, its lessees, successors and assigns that although it

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 franchise, unless before such cancellation and termination the grantee or its lessees, successors, or assigns shall have begun construction within the said City of Green Isle provided, however, that there shall be added to such three year period any time 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.

Section 7. The City Council of the City of Green Isle at the end of any period of five years from the effective date of this ordinance, when authorized so to by a two-thirds majority of the votes cast upon the question, may acquire and thereafter operate said gas plant and gas system, and all mains, pipes, services and other appliances thereunto appertaining which shall have been constructed, installed, operated and maintained by the said grantee, its lessees, successors or assigns, upon paying to said grantee, its lessees, successors or assigns the value of said property, to be ascertained in the manner provided by law for acquiring property under the right of eminent domain. Such vote shall be taken as a special election called for that purpose, and held within three months next preceding the expiration of said five-year period. The consideration for such works or property shall first be applied to the payment of any encumbrance thereon and the remainder, if any, shall be paid to said grantee, its lessees, successors or assigns.

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

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

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

Section 11. This ordinance shall be in full force and effect from and after its passage and publication as required by law, and upon the written acceptance hereof by Western Gas Utilities, Inc., a Minnesota corporation, and thereafter shall be

AFFIDAVIT OF PUBLICATION

I, SS being duly sworn, on oath says she is and during all the Owner publisher and printer on the Arington Enterprise and has full knowledge of the facts herein; Arington Enterprise is printed in the English language in newspaper sheet form equivalent in printed space to at least 900 square is a weekly and is distributed at least once each week. (3) Said of its news columns devoted to news of local interest to the ts to serve and does not wholly duplicate any other publication y of patents, plate matter and advertisements. (4) Said news- near the municipality which it purports to serve, has at least red to paying subscribers, has an average of at least 75 per- currently paid or no more than three months in arrears and matter in its local post-office. (5) Said newspaper purports to in the County of Sibley and it has its known office of issue in id county, established and open during regular business hours ws, sale of advertisements and sale of subscriptions and r of said newspaper or persons in her employ and subject to her g all such regular business hours and at which said newspaper is r files a copy of each issue immediately with the State Historical r dates of publication mentioned below. (8) Said newspaper has he form prescribed by the Secretary of State and signed by the r and sworn to before a notary public stating that the newspaper

in that the printed Ordinance 91

heretof was cut from the columns of said newspaper, and was rein in the English language, once each week,

successive weeks; that is was first so published on Wednesday, 19 day of May 19 89 and was published on every Wednesday to and including Wednesday

day of 19 a printed copy of the lower case alphabet from A to Z, both knowledged as being the size and kind of type used in composition tice to wit: abcdefghijklmnopqrstuvwxy before me this 30th day of May 19 89

Notary Public William W. Henry County, Minnesota Sibley A W. Minnesota Notary Public Commission Expires 12/24/91

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 restorations necessary thereby; so that, ^{sa} street, alley, highway, bridge or ar^o other public place, shall, as far as 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, succe-

ding on 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