NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: April 15, 2003

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: $79,474.00

MORTGAGOR(S): Stanley Rhode and Traci Rhode, husband and wife

MORTGAGEE: Farmers State Bank of New London

DATE AND PLACE OF RECORDING:

Recorded: April 16, 2003 Chippewa County Recorder

Document Number: 256561

ASSIGNMENTS OF MORTGAGE:

And assigned to: TCF Mortgage Corporation

Dated: April 15, 2003

Recorded: April 16, 2003 Chippewa County Recorder

Document Number: 256562

And assigned to: Mortgage Electronic Registration Systems, Inc.

Dated: May 02, 2006

Recorded: May 08, 2006 Chippewa County Recorder

Document Number: A000268454

And assigned to: US Bank National Association

Dated: March 04, 2010

Transaction Agent: Mortgage Electronic Registration Systems, Inc.

Transaction Agent Mortgage Identification Number: 100021248001833910

Lender or Broker: Farmers State Bank of New London

Residential Mortgage Servicer: U.S. Bank Home Mortgage

Mortgage Originator: Not Applicable

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

Property Address: 310 Jesse Ave, Maynard, MN 56260

Tax Parcel ID Number: 50-050-0255

LEGAL DESCRIPTION OF PROPERTY: Lots "D" and "E" of Subdivision of Lot Two (2), in Block Two (2), of the Village of Maynard

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: $76,763.79

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: June 03, 2010 at 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Chippewa County Courthouse, 11th Street and Washington Avenue, Montevideo, Minnesota

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney fees allowed by law, subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

If the Mortgage is not reinstated under Minn. Stat. §580.30 or the property is not redeemed under Minn. Stat. §580.23, the Mortgagor must vacate the property on or before 11:59 p.m. on December 03, 2010, or the next business day if December 03, 2010 falls on a Saturday, Sunday or legal holiday.

Mortgagor(s) released from financial obligation: NONE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

DATED: April 15, 2010

ASSIGNEE OF MORTGAGEE: US Bank National Association

Wilford & Geske, P.A.

Attorneys for Assignee of Mortgagee

Lawrence A. Wilford

James A. Geske

8425 Seasons Parkway, Suite 105

Woodbury, MN 55125-4393

(651) 209-3300

File Number: 013183F01

(April 15, 22, 29

May 6, 13, 20, 2010)

NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: November 30, 2005

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: $90,500.00

MORTGAGOR(S): Lisa L. Hawes and Michael H. Hawes, Wife and Husband

MORTGAGEE: Minnwest Mortgage Corporation

DATE AND PLACE OF RECORDING:

Recorded: November 30, 2005 Chippewa County Recorder

Document Number: A000267000

ASSIGNMENTS OF MORTGAGE:

And assigned to: Mortgage Electronic Registration Systems, Inc.

Dated: November 30, 2005

Recorded: December 02, 2005 Chippewa County Recorder

Document Number: A000267044

Transaction Agent: Mortgage Electronic Registration Systems, Inc.

Transaction Agent Mortgage Identification Number: 100010402027833791

Lender or Broker: Minnwest Mortgage Corporation

Residential Mortgage Servicer: Litton Loan Servicing, LP

Mortgage Originator: Not Applicable

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

Property Address: 122 N 7th St, Montevideo, MN 56265-1812

Tax Parcel ID Number: 70-315-0410

LEGAL DESCRIPTION OF PROPERTY: Lot 2, Block 4 Dr. Moyers First Addition To Montevideo, Chippewa County, Minnesota.

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: $90,186.72

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: June 03, 2010 at 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Chippewa County Courthouse, 11th Street and Washington Avenue, Montevideo, Minnesota

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney fees allowed by law, subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

If the Mortgage is not reinstated under Minn. Stat. §580.30 or the property is not redeemed under Minn. Stat. §580.23, the Mortgagor must vacate the property on or before 11:59 p.m. on December 03, 2010, or the next business day if December 03, 2010 falls on a Saturday, Sunday or legal holiday.

Mortgagor(s) released from financial obligation: NONE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

DATED: April 15, 2010

ASSIGNEE OF MORTGAGEE: Mortgage Eletronic Registration Systems, Inc.

Wilford & Geske, P.A.

Attorneys for Assignee of Mortgagee

Lawrence A. Wilford

James A. Geske

8425 Seasons Parkway, Suite 105

Woodbury, MN 55125-4393

(651) 209-3300

File Number: 013823F01

(April 15, 22, 29

May 6, 13, 20, 2010)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: February 25, 2005

MORTGAGORS: Jenifer Galow and Shane Hildahl, both single.

MORTGAGEE: First Mortgage Solutions.

DATE AND PLACE OF RECORDING:

Recorded March 1, 2005, Chippewa County Recorder, Document No. A000264376.

ASSIGNMENTS OF MORTGAGE:

Assigned to: U.S. Bank, N.A., Dated: February 25, 2005, Recorded: March 1, 2005, Document No. A000264377.

TRANSACTION AGENT: NONE

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: NONE

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: First Mortgage Solutions

RESIDENTIAL MORTGAGE SERVICER: U.S. Bank Home Mortgage

MORTGAGED PROPERTY ADDRESS: 4055 100th Street Southeast, Maynard, MN 56260

TAX PARCEL I.D. #: 041024301

LEGAL DESCRIPTION OF PROPERTY:

That part of the South Half of the Southeast Quarter (S1/2SE1/4) of Section Two (2), Township One Hundred Sixteen (116) North, Range Thirty-nine (39) West, Chippewa County, Minnesota, described as follows:

commencing at the Southeast corner of said Section Two (2); thence North 00 degrees 32 minutes 42 seconds West, assumed bearing along the East line of said section, a distance of 1060.30 feet to the point of beginning of the tract to be described; thence continuing North 00 degrees 32 minutes 42 seconds West a distance of 267.00 feet to the Northeast corner of the South Half of the Southeast Quarter (S1/2SE1/4) of said section; thence South 89 degrees 58 minutes 11 seconds West, along the North line of the said South Half of the Southeast Quarter (S12/SE1/4), a distance of 2653.69 feet to a point of the West line of the Southeast Quarter (SE1/4) of said section; thence South 01 degrees 03 minutes 24 seconds East, along said West line, a distance of 181.07 feet; thence South 67 degrees 49 minutes 26 seconds East, a distance of 375.06 feet; thence South 00 degrees 20 minutes 14 seconds East a distance of 522.33 feet; thence South 01 degrees 03 mintues 45 seconds West a distance of 481.00 feet to a point on the South line of said Section Two (2); thence North 90 degrees 00 minutes 00 seconds East, along said South line, a distance of 248.10 feet; thence North 11 degrees 52 minutes 30 seconds East a distance of 354.00 feet; thence North 07 degrees 35 minutes 35 seconds East a distance of 136.00 feet; thence South 89 degrees 56 minutes 44 seconds West a distance of 300.00 feet; thence North 00 degrees 20 minutes 14 seconds West a distance of 514.95 feet; thence South 76 degrees 15 minutes 10 seconds East a distance of 79.07 feet; thence North 87 degrees 06 minutes 50 seconds East a distance of 530.90 feet; thence South 62 degrees 04 minutes 50 seconds East a distance of 200.00 feet; thence South 82 degrees 40 minutes 35 seconds East a distance of 500.10 feet; thence North 60 degrees 36 minutes 00 seconds East a distance of 380.00 feet; thence North 87 degrees 39 minutes 00 seconds East a distance of 665.25 feet to the point of beginning. Said tract contains 24.33 acres more or less and is subject to any easements of record, including an existing road right of way over the southerly portion thereof and an existing road right of way over the westerly portion thereof.

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: $60,976.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: $60,034.86

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/ Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: May 6, 2010 at 11:00 AM

PLACE OF SALE: Sheriff's Office, Chippewa County Courthouse, Front Entrance, Montevideo, MN

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07.

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on November 8, 2010.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE:None

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: March 2, 2010.

U.S. Bank, N. A.

Mortgagee/Assignee of Mortgagee

USSET, WEINGARDEN AND LIEBO, P.L.L.P.

/s/ Paul A. Weingarden

Attorneys for Mortgagee/ Assignee of Mortgagee

4500 Park Glen Road #300

Minneapolis, MN 55416

(952) 925-6888

19-741

7810434550

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(March 11, 18, 25

April 1, 8, 15, 2010)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: July 5, 2005

MORTGAGORS: Michael C. Wood and Jodi A. Wood, husband and wife.

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

DATE AND PLACE OF RECORDING:

Recorded July 11, 2005, Chippewa County Recorder, Document No. A000265728.

ASSIGNMENTS OF MORTGAGE:

Assigned to: JPMorgan Chase Bank, National Association, Dated: March 25, 2010

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 100015700054214198

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: America's Wholesale Lender

RESIDENTIAL MORTGAGE SERVICER: JPMorgan Chase Bank, National Association

MORTGAGED PROPERTY ADDRESS: 720 North 3rd Street, Montevideo, MN 56265

TAX PARCEL I.D. #: 703300440

LEGAL DESCRIPTION OF PROPERTY:

The North Forty-five (45') feet of Lot Four (4), in Block Four (4), Nelson's Second Addition to Montevideo

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: $99,750.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: $117,071.32

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee /Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: June 3, 2010 at 11:00 AM

PLACE OF SALE: Sheriff's Office, Chippewa County Courthouse, Front Entrance, Montevideo, MN

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07.

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on December 3, 2010 .MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE:None

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: April 7, 2010.

JPMorgan Chase Bank, N.A.

Mortgagee/Assignee of Mortgagee

USSET, WEINGARDEN AND LIEBO, P.L.L.P.

/s/ Paul A. Weingarden

Attorneys for Mortgagee/Assignee of Mortgagee

4500 Park Glen Road #300

Minneapolis, MN 55416

(952) 925-6888

60-2833

5304556128

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(April 15, 22, 29

May 6, 13, 20, 2010)

ELECTRIC FRANCHISE

ORDINANCE NO. 11-12-08

CITY OF WATSON, CHIPPEWA COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WATSON, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING ELECTRIC ENERGY INTO AND THROUGH THE CITY AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF WATSON, CHIPPEWA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. Definitions

Subd. 1. "City" means the City of Watson, County of Chippewa, State of Minnesota.

Subd. 2. "City Utility System" means the facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

Subd. 3. "Company" means Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns.

Subd. 4. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to the General Counsel, Legal Services, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55402. Notice to City shall be mailed to the City Clerk, P.O. Box 7, Watson, MN 56295-0007. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

Subd. 5. "Public Ground" means land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

Subd. 6. "Public Way" means any street, alley, walkway or other public right-of-way within the City.

SECTION 2. Grant of Franchise

City hereby grants Company, for a period of twenty (20) years from the date hereof, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain electric distribution system and electric transmission lines, including poles, lines, fixtures, and any other necessary appurtenances in, on, over, under and across the Public Ways and Public Grounds of City. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to the further provisions of this franchise agreement.

SECTION 3. Restrictions

Subd. 1. Company facilities included in such electric distribution system, transmission lines and appurtenances thereto, shall be located and constructed so as not to interfere with the safety and convenience of ordinary travel along and over said Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Company's construction, operation, repair, maintenance and location of such facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon its underground electric facilities in place, provided, at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

Subd. 2. Company shall not construct any new installations within or upon any Public Grounds without receiving the prior written consent of an authorized representative of City for each such installation.

Subd. 3. In constructing, removing, replacing, repairing, or maintaining said poles, lines, fixtures and appurtenances, Company shall, in all cases, place the Public Ways in, on, under or across which the same are located in as good condition as they were prior to said operation and maintain any restored paved surface in such condition for two years thereafter. City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install or maintain facilities in a Public Way.

SECTION 4. Tree Trimming

Company is also granted the permission and authority to trim all trees and shrubs in the Public Ways and Public Grounds of City interfering with the proper construction, operation, repair and maintenance of any poles, lines, fixtures or appurtenances installed in pursuance of the authority hereby granted, provided that Company shall save City harmless from any liability in the premises.

SECTION 5. Service and Rates

The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Public Utilities Commission of this State or its successor agency.

SECTION 6. Relocating

Subd. 1. Whenever City at its cost shall grade, regrade or change the line of any Public Way, or construct or reconstruct any City Utility System therein and shall, in the proper exercise of its police power, and with due regard to seasonable working conditions, when necessary, and after approval of its final plans have been obtained, order Company to relocate permanently its lines, services and other property located in said Public Way materially interfering with the City's planned construction, Company shall relocate its facilities at its own expense. City shall give Company reasonable notice of plans to grade, regrade or change the line of any Public Way or to construct or reconstruct any City Utility System therein. However, after Company has so relocated, if a subsequent relocation or relocations shall be ordered within five (5) years from and after first relocation, City shall reimburse Company for such non-betterment relocation expense which Company may incur on a time and material basis; provided, if subsequent relocations are requested because Company facilities materially and necessarily interfere with the extension of a City Utility System to previously unserved areas, Company may be required to relocate at its own expense.

Subd. 2. Nothing contained in this franchise shall require Company to relocate, remove, replace or reconstruct at its own expense its facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

Subd. 3. Any relocation, removal, or rearrangement of any Company facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46 as supplemented or amended; and further, it is expressly understood that the right herein granted to Company is a valuable property right and City shall not order Company to remove or relocate its facilities without compensation when a Public Way is vacated, improved or re-aligned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation and the loss and expense resulting therefrom are first paid to Company.

Subd. 4. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under state or county permit.

SECTION 7. Indemnification

Subd. 1. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the electric facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

Subd. 2. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 8. Vacation of Public Ways

The City shall give Company at least two (2) weeks prior written notice of a proposed vacation of a Public Way. Except where required solely for a City improvement project, the vacation of any Public Way, after the installation of electric facilities, shall not operate to deprive Company of its rights to operate and maintain such electric facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall the City be liable to pay damages to Company for failure to specifically preserve a right-of-way, under Minnesota Statutes, Section 160.29.

SECTION 9. Written Acceptance

Company shall, if it accepts this Ordinance and the rights and obligations hereby granted, file a written acceptance of the rights hereby granted with the City Clerk within ninety (90) days after the final passage and any required publication of this Ordinance.

SECTION 10. General Provisions

Subd. 1. Every section, provision, or part of this Ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

Subd. 2. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

Subd. 3. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Subd. 4. Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

Subd. 5. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Company's facilities while performing any activity.

SECTION 11. Publication Expense

The expense of any publication of this franchise Ordinance required by law shall be paid by Company.

SECTION 12. Effective Date

This Ordinance is effective as provided by statute or charter and upon acceptance by Company as provided in Section 9.

Passed and approved: November 12, 2008

(April15, 2010)