

PEOPLE'S ORDINANCE NO. 22

AN ORDINANCE GRANTING TO THE FULTON PETROLEUM CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A SYSTEM SUPPLYING NATURAL GAS, AND ALSO TO LAY GAS PIPES AND MAINS IN THE STREETS, AVENUES, LANES, ALLEYS, HIGHWAYS, AND OTHER PUBLIC PLACES IN THE CITY OF GRAND JUNCTION, COLORADO, AND PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, AND BE IT ORDAINED BY THE QUALIFIED TAXPAYING ELECTORS OF SAID CITY OF GRAND JUNCTION, COLORADO, UPON REFERENDUM OF THE CITY COUNCIL THEREOF, AS FOLLOWS:

SECTION 1. That the FULTON PETROLEUM CORPORATION, its successors and/or assigns, are hereby granted the right, privilege, and franchise to construct, maintain, and operate, within the corporate limits of the City of Grand Junction, as the same are now constituted, and as they may be hereafter altered from time to time, such works as may be necessary or convenient for providing a supply of natural gas for said City and its inhabitants for lighting, fuel, power and all other purposes.

SECTION 2. That the FULTON PETROLEUM CORPORATION, its successors and/or assigns, hereinafter called the Grantee, are hereby also granted the right, privilege, and franchise of laying down, relaying, connecting, disconnecting, repairing, and maintaining such and so many pipes, conduits, and mains, along, through, and under the avenues, streets, lanes, alleys, highways, bridges, and other public places in the City of Grand Junction, as may be necessary, convenient, or proper for supplying such gas for lighting, fuel, and all other purposes to the said City and/or its inhabitants, and for that purpose to make any and all connections which may be necessary, convenient, or proper between said pipes, conduits, and mains and dwellings and other buildings of consumers of such gas, and also the right, privilege, and franchise of supplying such gas for lighting, fuel, and all other purposes to said City and its inhabitants from wells and pipelines outside said City, supplying natural gas. Whenever the prosecution of any public work by the City of Grand Junction shall involve the establishment or change of any grade, the location or relocation of any sewer, water pipe or other conduit and it shall be found necessary to change the location or to reconstruct any gas main or gas pipe owned and operated by the Grantee, it shall, upon fifteen days' written notice given by the City Manager, begin to remove and relay the same at its own expense and carry on said work without unreasonable delay.

SECTION 3. CONDITIONS FOR LAYING GAS PIPES. The work of laying, maintaining, and repairing any and all pipe lines shall be done by the Grantee in such a manner as to cause the least possible inconvenience to the free use and occupancy of the streets, alleys, sidewalks, avenues, and public grounds, and so as not to unnecessarily interfere with any water mains, sewers, drains, pipes, or trees now in the streets, alleys, avenues, and public places of said City. All excavations necessary in laying the said pipe lines or making connections therewith for the distributing of gas to consumers shall be refilled, graded, settled, and repaired by the Grantee at its own cost and expense and as soon as practicable under all circumstances; and no excavation or opening shall be allowed to remain open at any time unless precautions be taken to guard the same by reasonable and proper methods and signals, and the Grantee shall extend its lines free of charge to the lot lines of any and to any and all consumers desiring gas, provided, said extension shall not be in excess of fifty (50) feet for each applicant for service, exclusive of the width of any street intersection. Should the extension required to reach the applicant exceed the said fifty (50) feet, all additional pipe laid to serve him in excess of fifty (50) feet, shall be charged to the applicant at the actual cost of said additional extension. Where this extension is made in the discretion of the Grantee with pipe exceeding four inches in diameter, the said charges to the applicant shall be based upon the cost of a four-inch main. The Grantee shall refund to the said subscriber of gas service an amount equal to the cost of a fifty-foot extension for each new subscriber served by that line paid for by the original applicant for service. And for each additional consumer upon the said original line, the same rebate shall be given until the total amount originally paid by the original subscriber has been fully rebated by the Grantee, and provided such notice for extensions as stated, shall be given the Grantee between April 1st and October 30th, of each year for installations within the indicated summer period.

SECTION 4. BOND INDEMNITY AND PERFORMANCE GUARANTEES. The Grantee shall be and remain solely and exclusively responsible for all damages to persons and property that may occur by any negligence and/or carelessness in the carrying on of such work, or in subsequent repair or changes therein, or in the maintenance thereof; and the Grantee shall hold safe and harmless the said City of Grand Junction and its inhabitants for any and all losses and damages of any kind and description by reason thereof; and the City Council of said City of Grand Junction, may, at the time of commencing work on said pipe lines and plant within the corporate limits, require the Grantee to give an acceptable surety-company indemnity bond in any sum to be fixed by resolution, not to exceed, however, the sum of Ten Thousand

(\$10,000) Dollars, in order to effectually indemnify said City and its inhabitants against losses and damages occasioned by the Grantee, its servants or employees, and within thirty days after the passage of this ordinance for publication by the City Council, the Grantee shall furnish an acceptable surety-company bond of Twenty-five Thousand (\$25,000) Dollars, or its personal bond secured by United States bonds of the par value of Twenty-five Thousand (\$25,000) Dollars deposited with the City Treasurer of the City of Grand Junction, guaranteeing that it will faithfully fulfill all of the development, construction, and installation requirements of this franchise within the time herein set forth. The amount of this bond shall be deemed the amount of liquidated damages to the City of Grand Junction in the event of the failure of the Grantee in substantial degree to begin and complete on time the plant as herein provided. Indemnity bonds shall be given in successive five-year periods, covering the life of this franchise.

SECTION 5. THE CITY MAY PURCHASE OR CONDEMN GAS PLANT AT CERTAIN INTERVALS. The said City of Grand Junction, shall, in accordance with the terms and requirements of the Charter of said City, Section 125, as now in force and effect, have the right (after ten years, at five-year periods thereafter and up to twenty-five years) to purchase or condemn all of the property of the Grantee within said City, including gas mains, gas pipes, works, tools, and other equipment necessary for the operation of the said works, at the actual physical value of said property, plus a bonus as provided in Section 125 of said Charter. The valuation of the plant and property of the Grantee shall be the actual reproduction cost less accrued depreciation. Reproduction cost is to be the actual reproduction cost of the existing elements of the plant and their necessary equivalents, but in no case is there to be added to the said cost any intangibles such as: going concern, franchise, good will, promotion, cost of money (other than actual interest paid out during construction), preliminary legal or other preliminary expenses, such as preliminary training of employees, etc., engineering or insurance except in the amounts actually paid for these services by the Grantee. Written notice of purchase, six months prior to the expiration of any period, shall be given the Grantee. Payment shall be in gold coin of the United States.

In the event of the inability of said Grantee and the City of Grand Junction to agree upon the actual physical value of said property in money, this question shall be submitted at once to and determined by a board of arbitrators appointed as follows; One arbitrator shall be appointed by the City Council of the City of Grand Junction, one by the Grantee, and the third shall be chosen by the two so designated. Within ninety (90) days from their appointment, said arbitrators shall file in the District

Court of Mesa County, Colorado, their findings, which shall be binding on both parties hereto. It shall be promptly acted upon by both parties hereto to accomplish said purchase by the City of Grand Junction.

SECTION 6. CONSUMER'S DEPOSIT. The Grantee shall be permitted to add ten (10%) percent to any bill not paid within fifteen (15) days from date of bill. The Grantee shall be allowed to require a deposit of ten (\$10) dollars in cash as a guarantee from each consumer using gas for domestic purposes, this to mean residences only; and boarding houses, rooming houses, hotels, and restaurants may be required by the Grantee to deposit with it an amount equal to the estimated average monthly bill of any such consumer; and from each consumer using gas for industrial purposes a deposit of twice the amount of the estimated average monthly bill of such industrial consumer may be required; all of which said deposits may be retained by the Grantee until service is discontinued and all bills therefor have been paid, whereupon the Grantee shall return said deposits to the consumers. During the time that any such deposit remains with the Grantee, the same shall draw interest at the rate of six (6%) percent per annum, which interest shall be paid to the consumer on the 1st day of January of each year following the date of said deposit or at the time of discontinuance of service, but the Grantee shall be entitled to apply said deposit, with its accrued interest, to any indebtedness owing the Grantee by the Consumer making the deposit, and when it has been so applied, the gas service may be discontinued until all of the indebtedness of the consumer has been paid and a like deposit is again made.

SECTION 7. QUALITY OF GAS AND INSPECTION. Natural gas furnished consumers under this franchise shall not contain more than ten (10%) percent by volume of Carbon Dioxide (CO₂). Gas furnished by the Grantee shall be distributed and sold upon correctly metered service, and the City reserves the right at any time to test the accuracy of any meter in service and the heating efficiency, sufficiency, quality, and pressure of gas furnished to the City of Grand Junction and its inhabitants, by a competent officer or agent appointed for that purpose by the proper City authorities.

SECTION 8. MAPS. The Grantee shall, within one year after the granting of this franchise, file with the City Manager of the City of Grand Junction a map or maps, in convenient book or atlas form, showing in reasonable detail its entire gas-distributing system in the City of Grand Junction, as the same then exists, which shall include the locations, depths, and dimensions of all mains, pipes, manholes, connections, with premises and other apparatus employed by the Grantee, and which may shall be corrected and brought to date by Grantee annually, as it may

alter, change, or extend its said system; provided, however, that tentative maps or plans for any construction proposed by said Grantee, in the streets, alleys, and other public places of the City under the provisions of this franchise, must first be presented to the City Manager for his consideration and approval, and no mains, pipes, or other construction of Grantee shall be placed in the streets, alleys, or public places unless and until the location and depth of same have been approved and fixed by the City Manager and provision made by the City Manager for the restoration and maintenance by Grantee of any such streets, alleys, or public places.

SECTION 9. WHEN WORK ON PLANT COMMENCED. The Grantee shall commence drilling operations for supplying natural gas under this ordinance, within ninety (90) days after the effective date of this ordinance. The Grantee shall commence work on its pipe line within twelve (12) months after the effective date of this ordinance, and shall have the said plant completed within eighteen (18) months after the effective date of this ordinance so as to have at least six (6) miles of distributing pipes installed and to be able to deliver to consumers two hundred thousand (200,000) cubic feet or more of gas per day, provided that the City Council may, at its discretion, upon the showing of compelling emergency extend up to six (6) months' time the dates for beginning or completion, or both, for the installation of the parts of said gas plant. And Grantee shall, within ten days after the passage of this ordinance, file with the City Clerk of the City of Grand Junction, its acceptance in writing of all the terms, conditions, and provisions of this ordinance, which acceptance shall be recorded in the book of ordinances of this City.

SECTION 10. GRANTEE TO PAY CITY PERCENTAGE OF RECEIPTS. The Grantee agrees to pay to said City, for the rights and privileges herein granted by this ordinance, a sum equal to one (1%) per cent of the gross receipts from the sale of gas to the consumers under this ordinance, beginning from and after four (4) years from the beginning of the construction of the City plant of the Grantee and during the life of this franchise, the said sum to be paid on the first day of January in each and every year. The Grantee shall keep true and accurate books of account which shall be open to inspection during business hours by any agent of said City duly appointed for such purpose.

SECTION 11. CITY TO PASS ORDINANCE FOR PROTECTION OF PLANT. The City Council shall from time to time pass such ordinances as may be necessary for the proper protection of the property, rights, and privileges of the Grantee, and shall also adopt such reasonable regulations as may be necessary for the protection and safety of persons and property in the City of Grand Junction. The

Grantee shall have the right to establish such rules and regulations concerning the use of natural gas as may be necessary to prevent wastage thereof, and to protect itself against fraud or imposition, and to provide for the enforcement of such rules and regulations, including the right to refuse to furnish natural gas to any consumer who shall at any time fail, neglect, or refuse to pay the just sum of any monthly statement rendered for gas used by such consumer and continue in default of such payment for as long as fifteen (15) days following the rendition of such statement. The Grantee shall have the right to require good, safe workmanship and adequate and safe materials to be used in the plumbing and piping of gas distributed under this franchise to consumers thereof, and to prohibit the tapping of any of the pipes, mains, conduits, or meters, except by the authorized agent or agents of the Grantee, and subject to the regulations herein provided for and the rights herein prescribed by the Grantee.

The City reserves the right to adopt from time to time additional rules, conditions, and provisions, provided that such ordinances, rules, and regulations shall be reasonable and not destructive of the rights hereby granted and not in conflict with the provisions of this ordinance.

SECTION 12. GRANTEE TO FURNISH ARTIFICIAL GAS IF UNABLE TO FURNISH NATURAL GAS, AND PROVISION FOR FORFEITURE OF FRANCHISE. In the event the Grantee shall be unable to furnish natural gas from its Carbonera (Garmesa) structure and shall have no other natural gas to furnish, it agrees and shall have the right to install a plant and distribution system for artificial gas, and furnish such gas to the City of Grand Junction and its inhabitants at the following rates, to-wit:

GENERAL

RATE -- For all gas used per month, per 1,000 cu. ft. . . .	\$1.50
MINIMUM -- Net minimum monthly bill	0.75
DISCOUNT -- For payment of any bill within seven (7) days after the date of bill	5%

INDUSTRIAL (OPTIONAL)

RATE (Net)

Commodity Charge

First 100 hours use of maximum hourly demand, per month, per 1,000 cu. ft.	0.75
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All additional use per month, per 1,000 cu. ft. 0.60
Plus a

Demand Charge

Per cubic foot of maximum hourly demand,
per month 0.035
Plus a

Customer Charge

Per meter, per month \$1.00

As a guaranty of the performance of this covenant, the Grantee agrees to furnish an acceptable performance bond in the sum of Twenty-five Thousand (\$25,000) Dollars at any time, upon the demand of the City Council.

If the Grantee, its successors and assigns, shall faithfully perform all the duties and obligations, and particularly the furnishing of natural or artificial gas to said City and its inhabitants, for the full term of twenty-five (25) years, and faithfully observe and recognize all of the limitations and regulations contained in this ordinance and the valid ordinances of the City relating to the conduct of the Grantee's business, adopted under the police powers of the City, then the rights, franchises, and privileges herein granted shall extend from the date of the acceptance of this ordinance by the Grantee for the full term of twenty-five (25) years from such acceptance; otherwise, the City, after any such failure or default has been judicially determined, may declare all rights granted hereunder forfeited to the City of Grand Junction.

SECTION 13. DURATION OF FRANCHISE. The permission and all rights hereunder granted shall expire at the end of twenty-five (25) years after final acceptance of this ordinance.

SECTION 14. WHEN ORDINANCE GOES INTO EFFECT. This ordinance shall not take effect or be in force until five (5) days after publication thereof and the same has been approved by a majority of the qualified tax-paying electors of said City of Grand Junction, Colorado, in the manner provided by law.

SECTION 15. DEPOSIT. The Grantee shall be required to deposit with the City Treasurer of the City of Grand Junction eight hundred (\$800) Dollars, in cash, upon the initiation of this ordinance by the City Council of the City of Grand Junction, to pay the expense of a special election to be called for voting upon this ordinance by the qualified tax-paying electors of said

City, and shall pay the additional sum required for publishing this ordinance for the time required by law.

SECTION 16. RATES. The Grantee shall be allowed to charge to and collect from consumers rates up to and including the following, for natural gas sold to consumers within the City, the minimum bill to be ninety cents (\$0.90) per month. No person or corporation shall be permitted to resell the said gas purchased at the rates hereinafter named.

FOR RESIDENCE PURPOSES

\$0.90 for the first	600 cubic feet per mo.
.50 for the next	400 cubic feet per mo.
.50 per 1,000 cubic feet for the next	19,000 cubic feet per mo.
.40 per 1,000 cubic feet for the next	30,000 cubic feet per mo.
.35 per 1,000 cubic feet for the next	50,000 cubic feet per mo.

FOR INDUSTRIAL AND OTHER PURPOSES

\$0.90 for the first	600 cubic feet per mo.
.50 for the next	400 cubic feet per mo.
.07 1/2 per 100 feet for the next	2,000 cubic feet per mo.
.06 per 100 feet for the next	2,000 cubic feet per mo.
.05 per 100 feet for the next	95,000 cubic feet per mo.
.35 per 1,000 feet for the next	100,000 cubic feet per mo.
.30 per 1,000 feet for the next	200,000 cubic feet per mo.

.25 per 1,000 feet for the next	400,000 cubic feet per mo. (A)
.22 per 1,000 feet for the next	500,000 cubic feet per mo. o
.21 per 1,000 feet for the next	1,000,000 cubic feet per mo. oo
.18 per 1,000 feet for the next	4,000,000 cubic feet per mo. ooo
.16 per 1,000 feet for the next	5,000,000 cubic feet per mo. ooo
.15 per 1,000 feet for the next	10,000,000 cubic feet per mo. ooo

(A) For gas engine fuel, minimum bill \$50.00 per month.

- o For miscellaneous small factories operating only in daytime, minimum bill \$60.00 per month.
- oo For miscellaneous plants operating day and night, minimum bill \$100.00 per month.
- ooo For miscellaneous plants operating day and night, for twelve months in the year, minimum bill \$200.00 per mo.

The said Grantee shall have the right to classify the consumer of said gas according to the time of use, quantity of gas required and such other conditions as may be reasonable and subject to such regulations as herein provided for and such reasonable classification. The Grantee shall furnish gas without unjust discrimination and at uniform prices to all consumers of the same class and to all persons along the established lines or mains of the Grantee who have complied with the rules and regulations and acceded to the rights herein reserved to said Grantee.

SECTION 17. THIS FRANCHISE A CONTRACT. The Grantee agrees, by the acceptance of this franchise, that the rates and charges for gas and gas service, as hereinbefore set out and fixed, will be sufficient and adequate to produce and pay to the Grantee any and all costs, expenses, and charges of development, operation, production, and distribution, including depreciation,

replacement, depletion, obsolescence, and repairs and also a reasonable profit and return on the value of such property so employed within and without the City of Grand Junction, including the pipeline from any Garfield or Mesa County field to City, Government and other royalties, and all field operating and production costs, for at least a period of twenty-five (25) years; and it is agreed that in no event will the Grantee, during said period of twenty-five (25) years charge more for domestic and industrial gas than the rates and charges hereinabove set out and fixed, such agreement to charge no more than such rates and charges being a condition precedent to the right of the Grantee to use the streets, alleys, and public places of the City of Grand Junction; and such agreement shall be a continuing one during said period of twenty-five (25) years, and is the principal consideration upon which the granting of this franchise is based.

SECTION 18. PRIORITY. Provided that, in the event of a reduction in the supply of gas due to any cause whatsoever, the City Council reserves the right to require the Grantee to serve the domestic or residential consumers, hospitals, and schools and any other consumer that in the opinion of the Council shall be entitled to priority, and that the consumption by all other consumers shall be cut down or actually discontinued until such reduction in supply has been relieved.

SECTION 19. REBATES. The rate set forth heretofore is based upon a heat content of natural gas of Seven Hundred Twenty-five (725) British Thermal Units, as delivered to consumers. Should the heat content vary below this amount by as much as ten (10) per cent for any twenty-four hour period, the Grantee shall be required to rebate to all consumers in the class paying five (\$.05) cents or more per 100 cubic feet and using gas during the month in which the low B. T. U. content occurs, an amount proportionate to the shortage of B. T. U. delivered to the consumers, from the standard of 725 B.T.U. per cubic foot.

SECTION 20. PRESSURE AND TESTS. The Grantee shall supply natural gas to its consumers for domestic purposes at a pressure of not less than three (3) ounces nor more than five (5) ounces per square inch, above atmospheric pressure of 14.4 pounds absolute at 60 degrees Fahrenheit. The test of such pressure shall be made at any point where the unobstructed service pipe enters the premises of the consumer.

SECTION 21. LEAKAGE. The Grantee shall maintain its distribution system in a good physical condition; this to be determined by the quantity of leakage gas, which shall never be in excess of ten (10) percent in any month. Should the leakage exceed this amount, the Council shall have the right to require

prompt repairs of the distribution system in the interest of safety and economy.

SECTION 22. DEVELOPMENT OF CARBONERO (GARMESA) STRUCTURE. The Grantee represents that it has acquired and now holds the right to produce and market natural gas from and under lands known as the Carbonero (Garmesa) structure, in Mesa and Garfield Counties, Colorado, and as a further consideration for the rights and privileges herein granted the Grantee agrees that it will produce and distribute natural gas from said structure or from like structures so long as natural gas of the quantity and quality to fulfill the requirements of this ordinance is available.

SECTION 23. ASSIGNMENT OF THIS FRANCHISE OR CONTRACTUAL RIGHTS AND OBLIGATIONS. Neither this franchise nor any of the rights, and privileges herein granted, nor any of the contractual rights or obligations herein set out, shall be leased or assigned without the written consent of the City Council of the City of Grand Junction first had and obtained.

SECTION 24. ISSUANCE OF STOCK. The Grantee is hereby prohibited from issuing any of its capital stock as a consideration for the rights and privileges herein granted.

SECTION 25. STREETS, AVENUES, ALLEYS, AND PUBLIC PLACES TO WHICH THIS FRANCHISE APPLIES: The streets, alleys, avenues, and public places of the City of Grand Junction to which this franchise extends, subject to the provisions of Section 8 of this ordinance are as follows, to-wit:

Alleys in Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, and 164 of the original town site of Grand Junction.

The alleys in Blocks 1, 2 and 3, Lincoln Park Addition to the City of Grand Junction, Colorado.

The alleys in Blocks 1, 2, 3, 4, 5 and 6 in Dundee Place Addition to the City of Grand Junction, Colorado.

The alleys in Blocks A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and X in Keith's Addition to the City of Grand Junction, Colorado.

The alleys in Blocks 1, 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Milldale Subdivision.

The alleys in Blocks 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, and 15 of Benton Canon's First Subdivision.

The alleys in Blocks A, B, C, and D of Nishwitz Subdivision.

The alleys in Blocks 1, 2, 3 and 4 of the Grand Junction Town and Development Company, Addition No. 1.

The alleys in Haggerty's First Subdivision.

The alleys in Blocks 1, 2, 3, 4 and 5 of Crawford's Subdivision.

The alleys in Blocks 1, 2, 3, 4, 5, 6 and 7, Grand River Subdivision.

The alleys in Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Mobley's Subdivision.

The alleys in Blocks 5, 6, 7 and 8 of Carpenter's Subdivision No. 2.

First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, and Fifteenth Streets.

North Ave., South Ave., First Ave., Winters Ave., Fourth Ave., Noland Ave., Struthers Ave., Hale Ave., Riverview Ave., West Ute Ave., West Colorado Ave., West Street, West Grand Ave., West Road Ave., West White Ave., Cherry Street, Vine Street, Peach Street, and Spruce Street.

WE HEREBY CERTIFY That at a regular adjourned meeting of the City Council of the City of Grand Junction, Colorado, held February 21st, 1930, the above and foregoing ordinance was introduced, read, and ordered published and submitted to a vote of the qualified taxpaying electors of said City for adoption or rejection at a special Municipal election to be held April 22nd, 1930. Pursuant thereto said Ordinance was duly published on March 1st, 1930, March 6th, 1930, March 13th, 1930, March 20th, 1930, March 27th, 1930, and April 3rd, 1930, in the Daily Sentinel of said City, and in further pursuance thereof and in accordance

with the law in such case made and provided, said Ordinance was duly and regularly submitted to a vote of said qualified taxpaying electors for their adoption or rejection at a special municipal election held in said City on the 22nd day of April, 1930, at which election a majority of the votes of said taxpaying electors voting on said question were cast in favor of the adoption of said ordinance and said Ordinance was thereby duly and regularly adopted.

Thereafter at a regular adjourned meeting of the City Council of the City of Grand Junction held April 23rd, 1930, pursuant to the Charter of said City, said Ordinance was ordered recorded and numbered People's Ordinance No. 22, and was ordered published in the Daily Sentinel of said City.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of said City this 23rd day of April 1930.

/s/ Fred A. Rogers
President of the Council

ATTEST:

/s/ Helen C. Tomlinson
City Clerk

ACCEPTANCE OF PEOPLE'S ORDINANCE NO. 22
BY FULTON PETROLEUM CORPORATION

TO THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO.

Gentlemen:

IT APPEARING From the certificate of the President of the City Council of the City of Grand Junction, dated April 23, 1930, as published in the issue of the Grand Junction Daily Sentinel of April 25, 1930, that, at an election of the qualified, tax-paying electors, duly held in accordance with law on April 22, 1930, the majority of the votes of said tax-paying electors was cast in favor of the adoption of People's Ordinance No. 22, granting to Fulton Petroleum Corporation, its successors and/or assigns, the right, privilege and franchise to construct, maintain and operate a system supplying natural gas and also to lay gas pipes and mains in the streets, avenues, lanes, alleys, highways and other public places in the City of Grand Junction, and prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised, and that said ordinance was thereby duly and regularly adopted;

AND IT APPEARING From the provisions of Section 9 of said ordinance that the grantee shall, within ten days after the passage thereof, file with the City Clerk of the City of Grand Junction its acceptance in writing of all the terms, conditions and provisions thereof;

ACCORDINGLY, Pursuant thereto the Fulton Petroleum Corporation, for itself and its assigns, does hereby accept and agree to be bound by all of the terms, conditions and provisions of said People's Ordinance No. 22, as shown by the certified copy of the resolution of its Board of Directors hereto attached and made a part hereof.

Dated April 29th, 1930.

FULTON PETROLEUM CORPORATION,

By /s/ W. M. Fulton
President

CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS OF FULTON PETROLEUM CORPORATION, PASSED AT A MEETING OF SAID BOARD HELD ON APRIL 29, 1930.

"WHEREAS, In pursuance of the formal application by Fulton Petroleum Corporation, the City of Grand Junction, Colorado, has duly passed People's Ordinance No. 22, granting to this company, its successors and/or assigns, the right, privilege and franchise to construct, maintain and operate a system supplying natural gas and also to lay gas pipes and mains in the streets, avenues, lanes, alleys, highways and other public places in the City of Grand Junction, Colorado, and prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised;

"AND WHEREAS, By the terms of Section 9 of said ordinance, this company is required to file with the City Clerk of the City of Grand Junction, within ten days after the passage of said ordinance, its acceptance in writing of all the terms, conditions and provisions thereof;

"RESOLVED: That Fulton Petroleum Corporation, for itself and its assigns, does hereby accept and agree to be bound by all the terms, conditions and provisions of said ordinance;

"FURTHER RESOLVED: That the President of this company be and he is hereby authorized to accept in writing, for and on behalf of this company, all of the terms, conditions and provisions of said ordinance and to file the same with the City Clerk of the City of Grand Junction as provided in said ordinance, and to do

such other acts and execute such other papers and documents as may be necessary in the premises."

I, Arthur E. Goodwin, Secretary of Fulton Petroleum Corporation, do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of said corporation at a meeting duly and regularly called and held on the 29th day of April, 1930, and that said resolution is duly recorded and appears in the minute book of said corporation, and has not been altered, amended or revoked.

WITNESS My hand and the seal of said corporation on this 29th day of April, 1930.

/s/ Arthur E. Goodwin,
Secretary of Fulton Petroleum Corporation.

(SEAL)