

AN ORDINANCE OF THE CITY OF HUTCHINSON, MINNESOTA, GRANTING TDK/HTI,  
UPONOR N.A. AND RESONETICS THE RIGHT TO ENCROACH UPON THE PUBLIC  
RIGHT OF WAY OF TECHNOLOGY DRIVE N.E. IN THE CITY OF HUTCHINSON

THE CITY OF HUTCHINSON ORDAINS:

Section 1. The City of Hutchinson, in the County of McLeod, State of Minnesota, hereafter referred to as Grantor, hereby grants Hutchinson Technology Incorporated, a Minnesota corporation, Uponor NA Asset Leasing, a Delaware corporation, and Resonetics LLC, a New Hampshire corporation, hereafter referred to as Grantees, a franchise to place, construct and maintain signage in the right of way of Technology Drive N.E., as described in Exhibit A, on certain property owned by the City of Hutchinson, described as follows:

SEE ATTACHED EXHIBIT "A"

Section 2. The franchise is granted for a term of 20 years commencing on the date of the acceptance of the franchise. Grantees shall file a written acceptance of the franchise with the City Administrator of the City of Hutchinson within thirty (30) days after the effective date of this ordinance. The franchise shall become effective only when the acceptance has been filed and evidence of the general liability insurance to be maintained by Grantees, as provided for in this grant of franchise, has been delivered to the City of Hutchinson.

Section 3. Grantor reserves the right to enforce reasonable regulations concerning construction, operation and maintenance of facilities located along, over and under the public premises before mentioned and the placement of such facilities.

Section 4. Grantees shall indemnify and defend Grantor, its boards, commissions, officers, agents and employees, in any and all other public agencies, and their members, officers, agent and employees (the "Indemnified Parties"), against any and all liabilities for injury to or death of any person or any damage to any property caused by Grantees, its officers, agents or employees in the construction, operation or maintenance of their property, or arising out of the exercise of any right or privilege under the franchise, but specifically excluding all liabilities caused by or attributable to the gross negligence or willful misconduct of Grantor or any other Indemnified Party.

Section 5. At all times during the term of the franchise, Grantees, and each of them, will, at their own expense, maintain in force general liability insurance, with an insurance company and with policy limits approved by the City of Hutchinson of not less than \$1,500,000.00 per occurrence which approval shall not be unreasonably withheld, conditioned or delayed, such policies, being for the protection of Grantor and its officers, agents and employees, against liability for loss or damage for bodily injury, death or property damage occasioned by the activities of the grantees under the franchise, and shall name the City of Hutchinson as an additional insured. Grantees shall have the right to satisfy the insurance obligations under this

Section 5 through a blanket policy covering other properties, provided that insurance requirements in this Section 5 are otherwise satisfied by such blanket policy.

Section 6. Grantees shall not have the right to assign the franchise or otherwise transfer it in any manner whatsoever or sell, lease, license, mortgage or permit others to use in any manner whatsoever any interest in all or any part of its facilities that are installed or operated under this grant, except on prior written approval by ordinance of the City Council of the City of Hutchinson

Section 7. In the event that the Grantees should cease to exist or should fail to use the franchise for one consecutive calendar year, this franchise shall be deemed null and void and shall revert to the City of Hutchinson without any action on the part of the City of Hutchinson whatsoever.

Section 8. At the point of expiration of this franchise or nullification under Section 7 of this agreement, the encroachments shall be removed from the right of way at the Grantees' expense.

Section 9. The Grantees shall record this franchise agreement in the McLeod County Recorder's office within 30 days of its acceptance.

Section 10. This ordinance shall take effect from and after passage and publication, subject to the provision above requiring written acceptance by the Grantees.

Section 11. Any other prior franchise agreements between the grantor and any of the grantees for the placement of signage in the right of way of technology drive N.E. are hereby revoked.

Adopted by the City Council, this 28<sup>th</sup> day of September, 2021.

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Mayor

Attest:

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City Administrator

## EXHIBIT "A"

That part of Parcel 1 of CITY OF HUTCHINSON STREET RIGHT OF WAY PLAT NO. 14, according to the recorded plat thereof, in part of the West Half of the Southeast Quarter of Section 32, Township 117 North, Range 29 West, McLeod County, Minnesota, described as follows:

Beginning at the intersection of the westerly line of said Parcel 1 with the northerly line of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 43-37, according to the recorded plat thereof; thence northerly, along the westerly line of said Parcel 1 a distance of 55.05 feet; thence easterly, parallel with said northerly line of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NUMBER 43-37 a distance of 20.02 feet; thence southerly, parallel with said westerly line of Parcel 1 a distance of 55.05 feet to said northerly line of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 43-37; thence westerly, along said northerly line 20.02 feet to the point of beginning.