

RESOLUTION NO. R-83-56

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

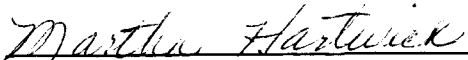
THAT said City's Mayor be and he is hereby duly authorized and fully empowered to enter into and execute for and in the name of the City two written Agreements dated March 22, 1983 between said City and Missouri Pacific Railroad Company, respecting the grant by said railroad and acceptance by the City of permission to install, keep and use two 12-inch ductile iron water mains in 24-inch steel encasement pipes on said railroad premises in said City, true copy of said Agreement being attached hereto as part hereof.

PASSED this 22nd day of November, 1983.

APPROVED:

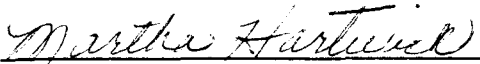
  
Mayor

ATTEST:

  
City Clerk

CERTIFICATION

I, Martha Hartwick, as Clerk of the City of Conway, do hereby certify that the above and foregoing is a true copy of the Resolution duly passed, approved and adopted as by law prescribed, by and on behalf of said City by the City Council on November 22, 1983.

  
City Clerk

## PIPE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, March 22, 1983, WITNESSETH:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee ( A Municipal Corporation ), (individual, copartners or corp. & state where incorporated) to be addressed at City Hall, Conway, Arkansas 72032, hereby accepts, permission to install, keep, maintain, repair, renew and use for conveying water the Licensee's own one certain proposed (number) (proposed or existing) continuous line of ductile iron pipe, 12 inches in diameter, and appurtenances, including 26 feet of 24 inch steel encasement pipe, herein called Pipe Line, on the Carrier's property, herein called Premises. Pipe Line will be used at a maximum pressure of 85 P.S.I.

Pipe Line shall intersect Carrier's existing Track #20-214 (E.C.S. 20+26) in Northwest Quarter of Section 17, (track or right of way) T. 5 N., R. 13 W., Faulkner County, Arkansas, at ~~XXXXXX~~ Conway, Mile Pole 371.74 (county or parish) (state) (place). Approximate location of Pipe Line is indicated by heavy blue line on Exhibit A attached hereto as part hereof.

1. Licensee shall at all times keep Pipe Line in good state of repair. All work by Licensee hereunder shall be performed in a safe and workmanlike manner. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of Pipe Line at least four ~~feet~~ and one-half feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay the difference; if more, Carrier shall repay difference.

~~Licensee when returning this license (signed) shall pay to Carrier dollars for the license granted hereby.~~ Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, cost of material f.o.b. Carrier's rails plus freight at tariff rates to point of use, plus taxes and usual railroad additives. No provisions of this paragraph, nor approval by Carrier of any of Licensee's undertakings, shall relieve Licensee of any responsibility or liability.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorneys' fees), losses and expenses, in any manner resulting from or arising out of or in connection with the laying, maintenance, renewal, repair, use, existence or removal of Pipe Line, including the breaking of same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe Line and the contents thereof regardless of how caused and regardless of any negligence on the part of Carrier, or otherwise.

3. Term hereof shall begin with March 22, 19 83, and continue there-  
 after until concluded (1st) by expiration of thirty days following serving,  
 by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof  
 or (2nd), at Carrier's election without further notice, by expiration of six  
 months without the Pipe Line having been installed or by Licensee failing (a-1) to cure  
 any default or (a-2) to show statutory right to install Pipe Line within thirty  
 days following Carrier's written request therefor. Any notice of Carrier shall be deemed  
 served when posted conspicuously on Pipe Line or when deposited postage prepaid in U. S.  
 mail addressed as aforesaid. Not later than last day of term hereof Licensee shall  
 remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's  
 election without notice be deemed abandoned. Covenants herein shall inure to or bind each  
 party's heirs, legal representatives, successors and assigns; provided: no right of  
 Licensee shall be transferred or assigned, either voluntarily or involuntarily, except  
 by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at  
 any time of the other without affecting, or impairing any right arising from, any sub-  
 sequent default.

MISSOURI PACIFIC RAILROAD COMPANY

WITNESSES:

Lease  
 \_\_\_\_\_  
Bank  
 \_\_\_\_\_

By [Signature]  
 \_\_\_\_\_  
 General Manager  
 As Carrier, first party herein

ATTEST:

By [Signature]  
 \_\_\_\_\_  
 (Affix Seal) ~~Secretary~~  
 City Clerk

THE CITY OF CONWAY, ARKANSAS

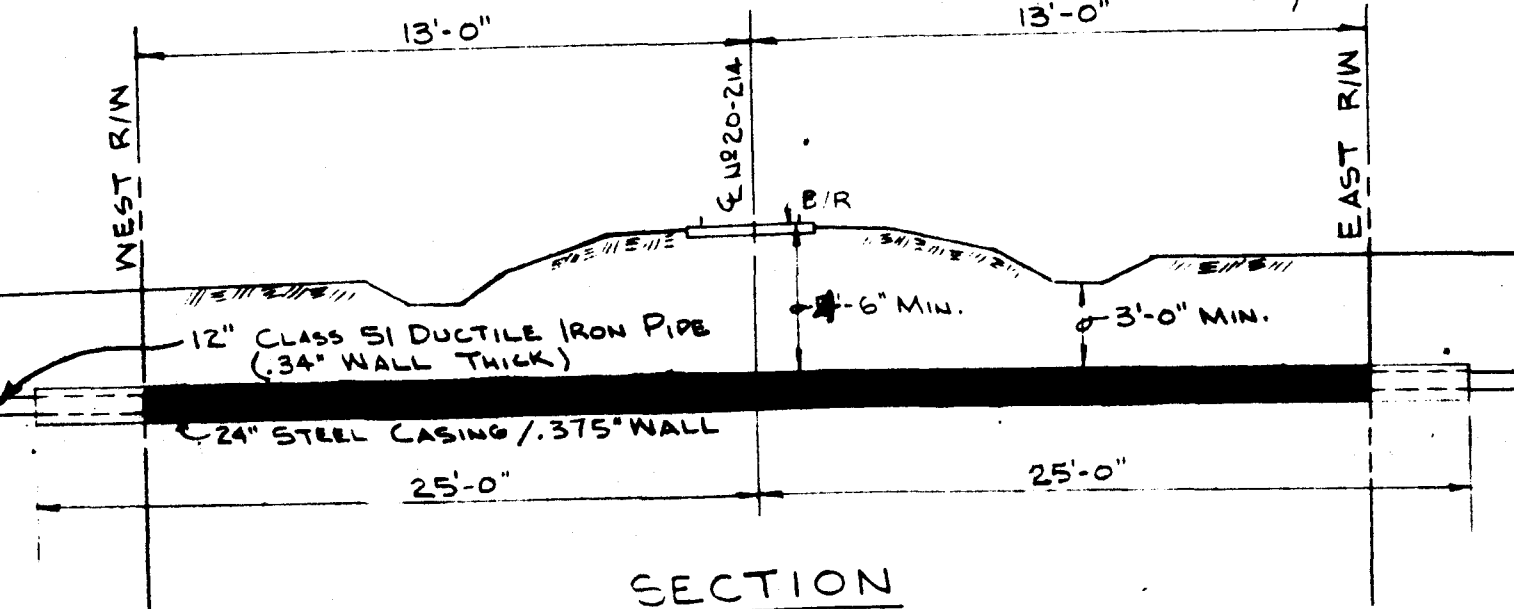
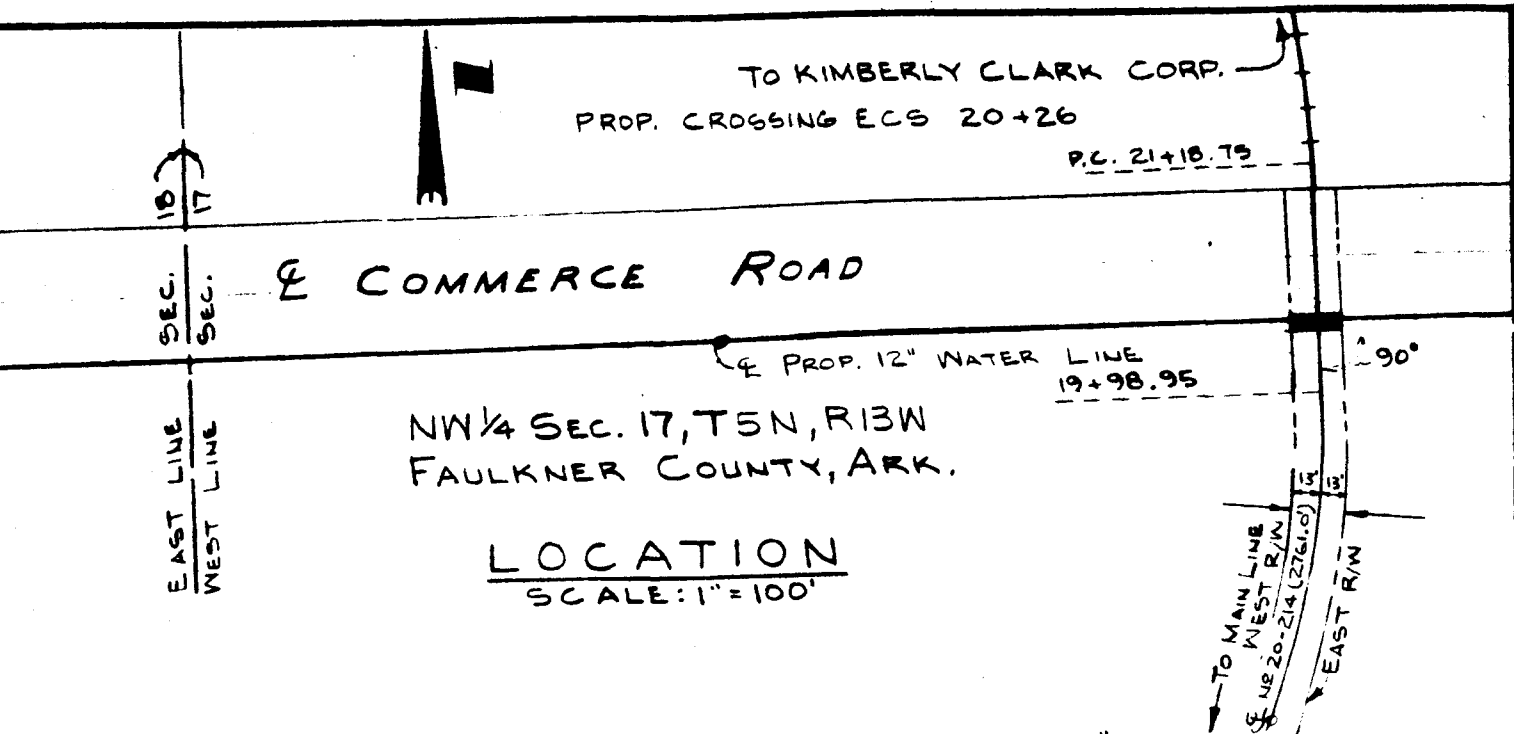
By [Signature]  
 \_\_\_\_\_  
 Mayor  
 As Licensee, second party herein

~~WITNESSES~~

XX

XX

P. JOINS



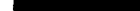
MAXIMUM PRESSURE : 85 PSI  
 PROPOSED CROSSING SHOWN:   
 MILE POLE : 371.74

EXHIBIT "A"

MISSOURI PACIFIC RAILROAD  
 WESTERN DISTRICT  
 PROPOSED PIPELINE CROSSING  
 FOR  
 THE CITY OF CONWAY, ARKANSAS  
 AT  
 CONWAY, ARKANSAS

OFFICE OF DISTRICT ENGINEER, KANSAS CITY, MO.

NOTE BOOK | SCALE NOTED

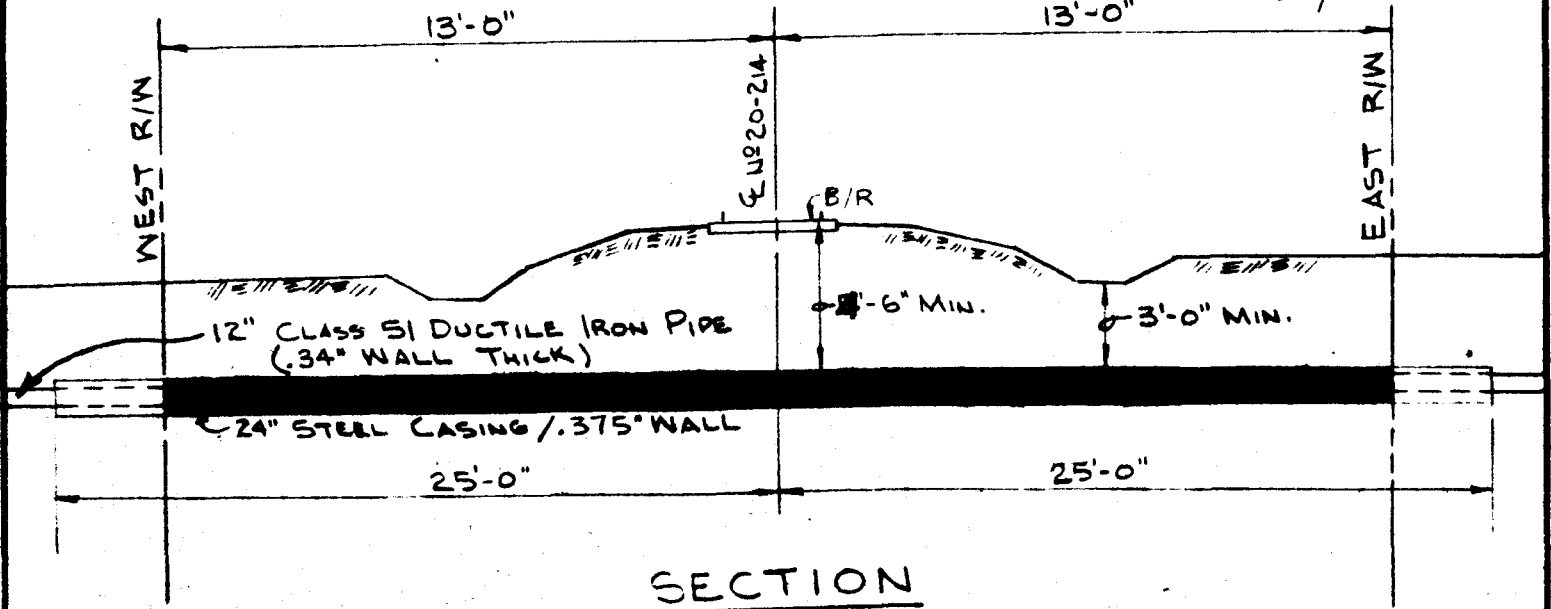
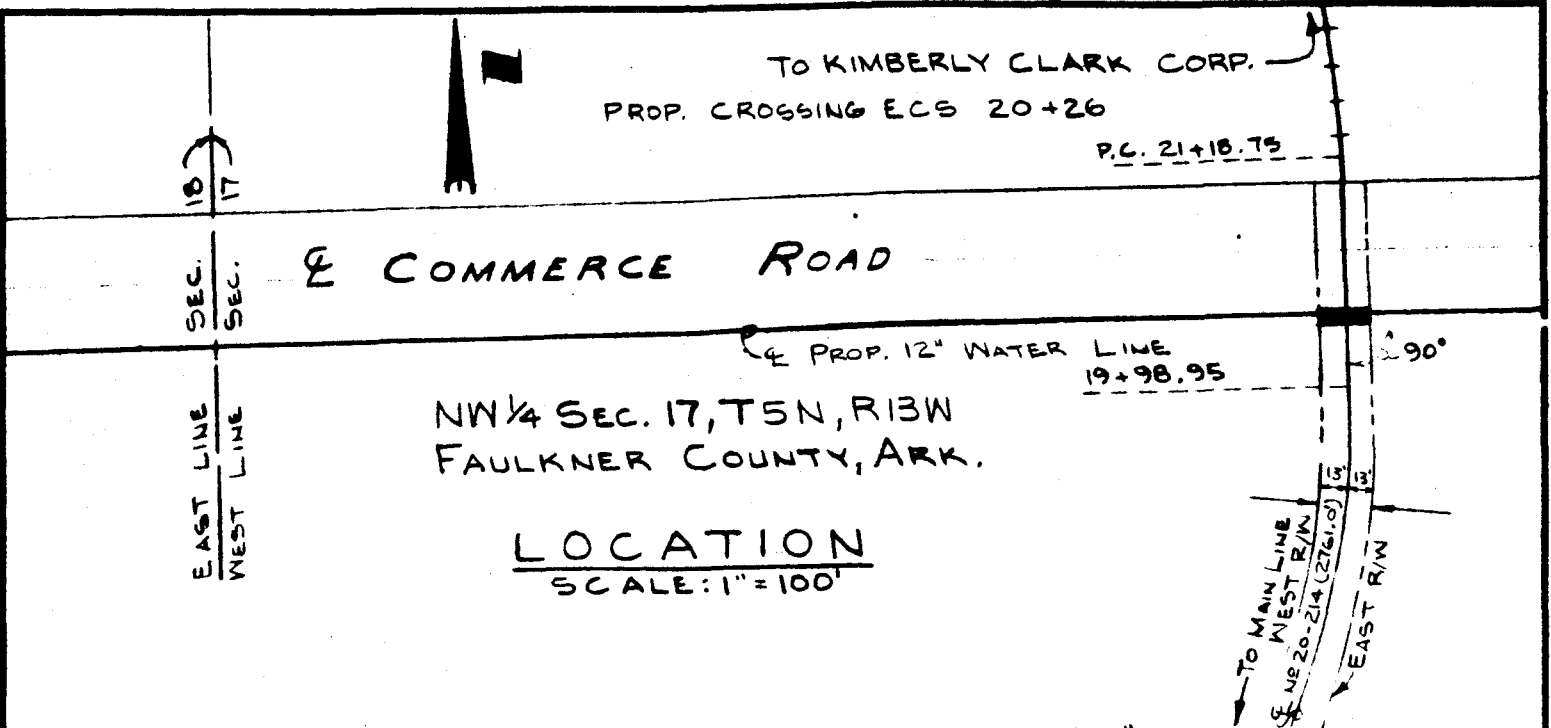
DRAFTSMAN KJB | DATE 3-3-83 | FILE NO. 186-4

2. 11-192





M. P. JONES




MAXIMUM PRESSURE : 85 PSI  
 PROPOSED CROSSING SHOWN:   
 MILE POLE : 371.74

EXHIBIT "A"

MISSOURI PACIFIC RAILROAD  
 WESTERN DISTRICT  
 PROPOSED PIPELINE CROSSING  
 FOR  
 THE CITY OF CONWAY, ARKANSAS  
 AT  
 CONWAY, ARKANSAS

OFFICE OF DISTRICT ENGINEER, KANSAS CITY MO.  
 NOTE BOOK SCALE NOTED  
 DRAFTSMAN KJB | DATE 3-3-83 | FILE NO. 182-4

Rev 11/1/82

PIPE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, March 22, 19 83, WITNESSETH:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee ( A Municipal Corporation ), (individual, copartners or corp. & state where incorporated) to be addressed at City Hall, Conway, Arkansas 72032, hereby accepts, permission to install, keep, maintain, repair, renew and use for conveying water the Licensee's own one certain proposed (number) (proposed or existing) continuous line of ductile iron pipe, 12 inches in diameter, and appurtenances, including 26 ft. of 24 inch steel encasement pipe, herein called Pipe Line, on the Carrier's property, herein called Premises. Pipe Line will be used at a maximum pressure of 85 P.S.I.

. Pipe Line shall intersect Carrier's existing Track (E.C.S. 7+85), in Southeast Quarter of Section 18, (track or right of way) T.5 N., R. 13 W., Faulkner County, Arkansas, near Conway, Mile Pole 371.74 (county or parish) (state) (place) Approximate location of Pipe Line is indicated by heavy blue line on Exhibit A attached hereto as part hereof.

1. Licensee shall at all times keep Pipe Line in good state of repair. All work by Licensee hereunder shall be performed in a safe and workmanlike manner. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of Pipe Line at least four ~~five~~ and one-half feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay the difference; if more, Carrier shall repay difference.

~~Licensee when returning this license (signed) shall pay to Carrier~~  
~~the costs of the license granted herein~~ Any ~~other~~ payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, cost of material f.o.b. Carrier's rails plus freight at tariff rates to point of use, plus taxes and usual railroad additives. No provisions of this paragraph, nor approval by Carrier of any of Licensee's undertakings, shall relieve Licensee of any responsibility or liability.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorneys' fees), losses and expenses, in any manner resulting from or arising out of or in connection with the laying, maintenance, renewal, repair, use, existence or removal of Pipe Line, including the breaking of same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe Line and the contents thereof regardless of how caused and regardless of any negligence on the part of Carrier, or otherwise.



3. Term hereof shall begin with March 22, 1963, and continue thereafter until concluded (1st) by expiration of thirty days following serving, by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd), at Carrier's election without further notice, by expiration of six months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line within thirty days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited postage prepaid in U. S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

MISSOURI PACIFIC RAILROAD COMPANY

WITNESSES:

Leane  
Blank

By Leane Blank  
General Manager  
As Carrier, first party herein

ATTEST:

By [Signature]  
~~Secretary~~  
(Affix Seal) City Clerk

THE CITY OF CONWAY, ARKANSAS

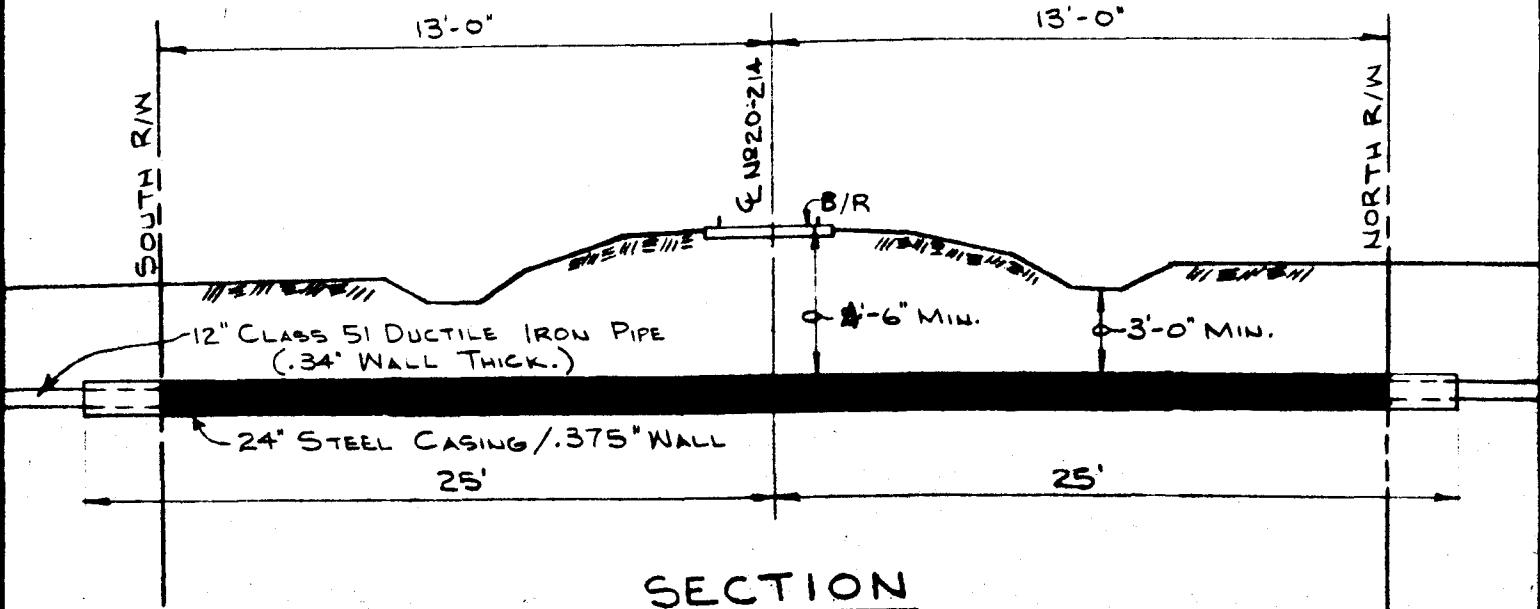
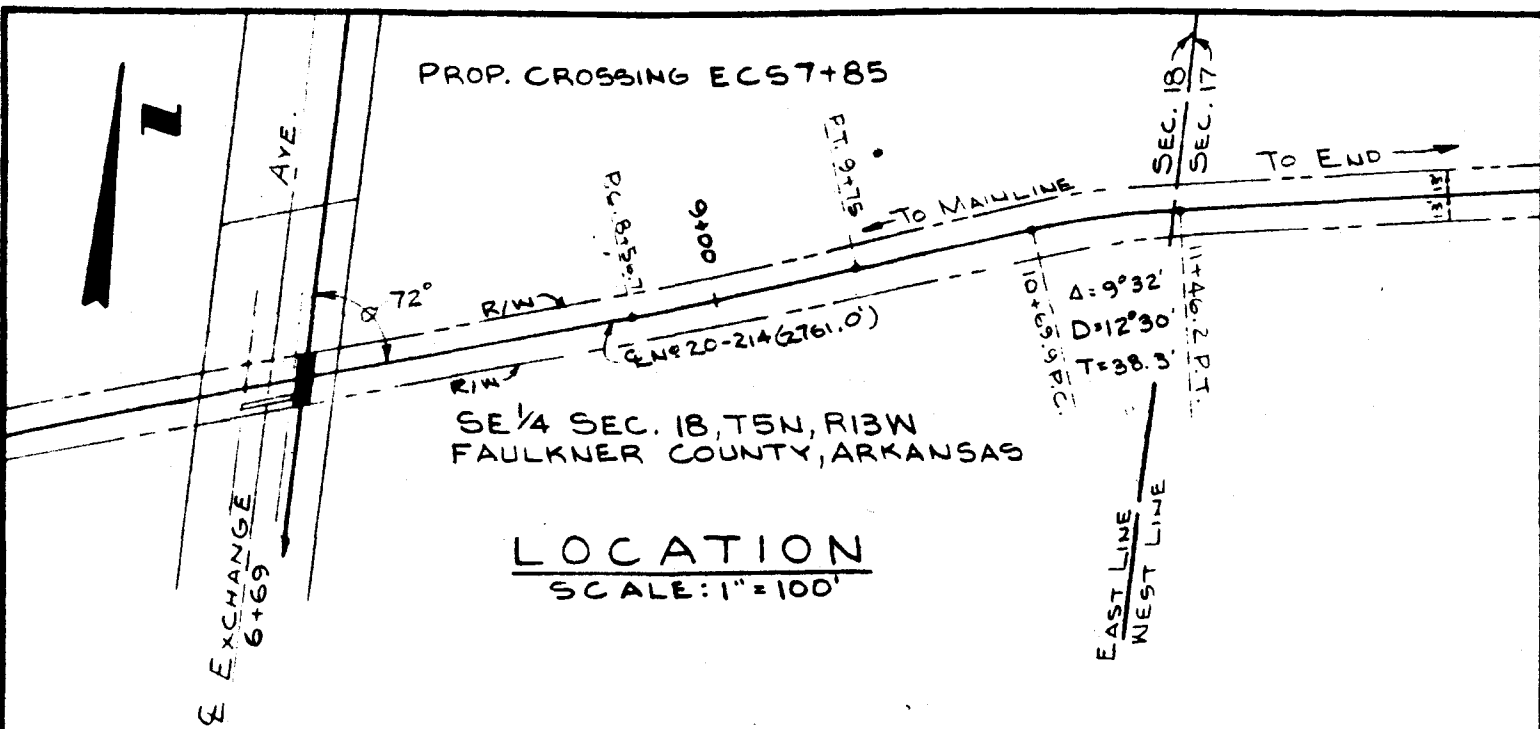
By Bill Wight  
Mayor  
As Licensee, second party herein

WITNESSES  
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XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

M. P. JOINT



**SECTION**  
NO SCALE

**EXHIBIT "A"**

**MISSOURI PACIFIC RAILROAD**  
WESTERN DISTRICT  
PROPOSED PIPELINE CROSSING  
FOR  
THE CITY OF CONWAY, ARKANSAS  
AT  
CONWAY, ARKANSAS

OFFICE OF DISTRICT ENGINEER, KANSAS CITY, MO.  
NOTE BOOK | SCALE NOTED  
DRAFTSMAN K.J.R. | DATE 3-4-93 | FILE NO. 18C-4

MAXIMUM PRESSURE : 85 PSI  
PROPOSED CROSSING SHOWN: ██████████  
MILE POLE : 371.74

2-11-102



3. Term hereof shall begin with March 22, 1983, and continue thereafter until concluded (1st) by expiration of thirty days following serving, by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd), at Carrier's election without further notice, by expiration of six months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line within thirty days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited postage prepaid in U. S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

MISSOURI PACIFIC RAILROAD COMPANY

WITNESSES:

Leane  
Blunk

By Leane Blunk  
General Manager  
As Carrier, first party herein

ATTEST:

By [Signature]  
~~Secretary~~  
(Affix Seal) City Clerk

THE CITY OF CONWAY, ARKANSAS

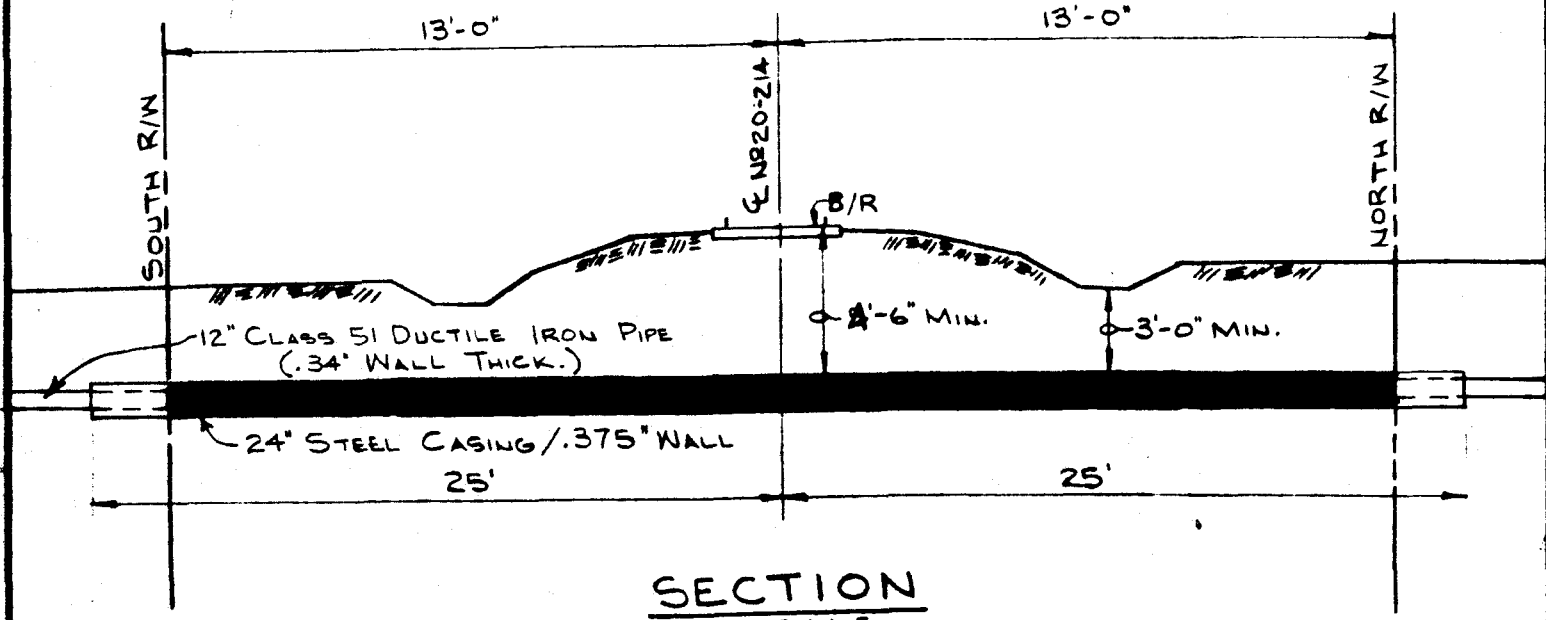
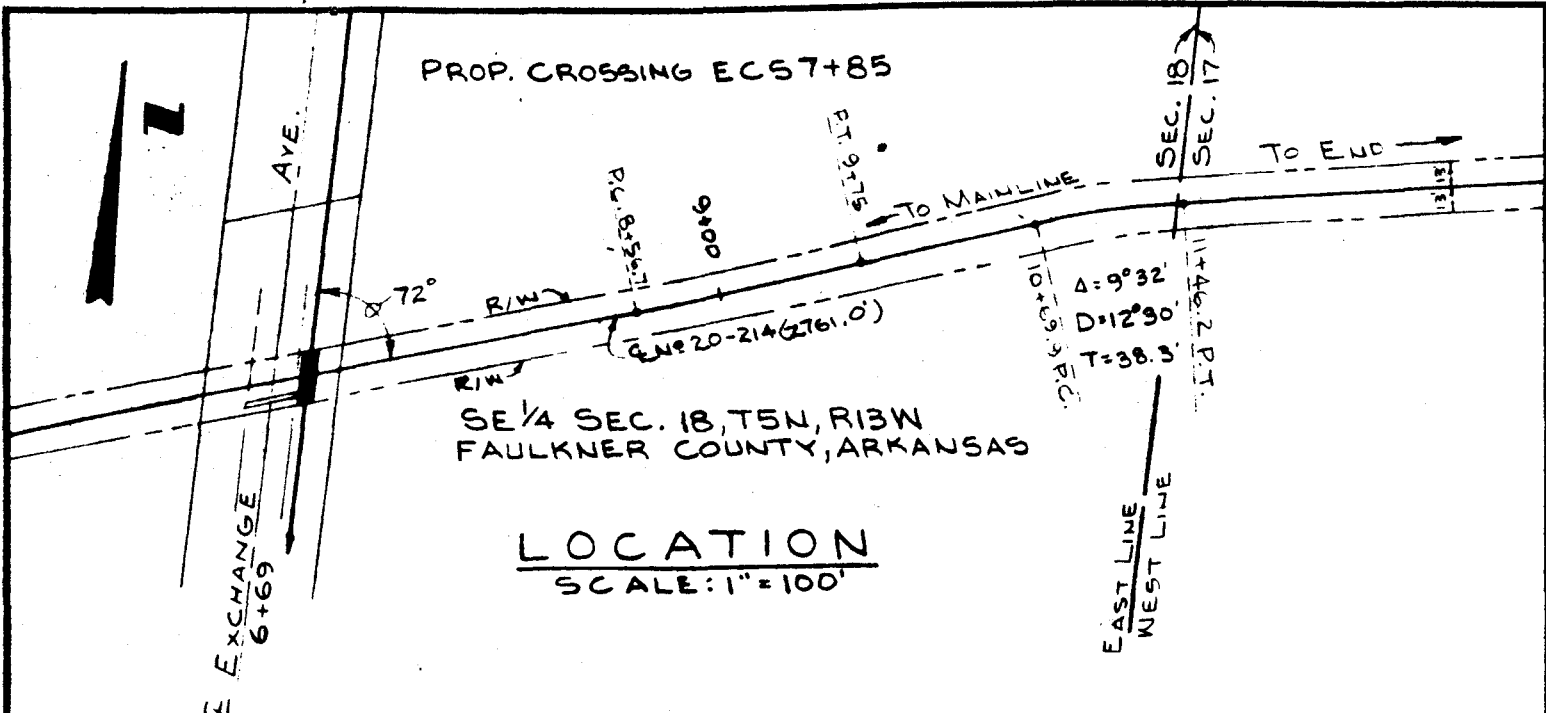
By Bill Wright  
Mayor  
As Licensee, second party herein

~~WITNESSES~~

XX

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M. P. JOINT



MAXIMUM PRESSURE : 85 PSI  
 PROPOSED CROSSING SHOWN: ██████████  
 MILE POLE : 371.74

**EXHIBIT "A"**

**MISSOURI PACIFIC RAILROAD  
 WESTERN DISTRICT  
 PROPOSED PIPELINE CROSSING  
 FOR  
 THE CITY OF CONWAY, ARKANSAS  
 AT  
 CONWAY, ARKANSAS**

|   |                            |
|---|----------------------------|
| OFFICE OF DISTRICT ENGINEER, KANSAS CITY, MO. |                            |
| NOTE BOOK                                     | SCALE NOTED                |
| DRAFTSMAN K.J.R.                              | DATE 3-4-83 FILE NO. 18C-4 |

0. 11/1/82