

AN ORDINANCE LEVYING AND VALOREM AND POLL TAXES IN THE CITY OF MORGANFIELD, KENTUCKY FOR THE YEAR 1956 TO BE USED FOR GENERAL FUND PURPOSES AND FOR RETIRING THE WATER WORKS INDEBTEDNESS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORGANFIELD, KENTUCKY:

Section 1. That there is hereby levied a tax of \$0.75 on each \$100.00 worth of taxable property within the City of Morganfield, Kentucky for general fund purposes for the year 1956 to be used for general expenditures.

Section 2. That there is hereby levied a tax of \$0.15 on each \$100.00 worth of taxable property within the City of Morganfield, Kentucky to provide an interest fund and sinking fund for the year 1956 for the purpose of retiring the Water Works bonded indebtedness of the City of Morganfield, Kentucky.

Section 3. That there is hereby levied a tax of \$1.50 upon each male inhabitant of the City of Morganfield, Kentucky for the year of 1956 to be known as the City Poll Tax, which is hereby declared to be appropriated and diverted to the General Fund to be used for general expenditures.

The foregoing ordinance was passed and approved at a regular meeting of the City Council of the City of Morganfield, Kentucky on Friday, July 6, 1956.

Marion Greenwell, Mayor  
City of Morganfield, Kentucky.

ATTEST:

Byron F. Heffington, City Clerk  
City of Morganfield, Kentucky.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGAN FIELD, KENTUCKY:

THAT Mayor Marion Greenwell and City Clerk Byron F. Heffington be hereby authorized to execute an agreement dated July 24, 1956 with the Illinois Central Railroad Company for the purchase of a right-of-way for the purpose of placing natural gas distribution lines under the Illinois Central Railroad tracks in the City of Morganfield.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be transmitted to the Illinois Central Railroad Company.

Said agreement is in words and figures as follows:

THIS AGREEMENT, MADE in duplicate this 24th day of July A.D. 1956, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad Company, and CITY OF MORGANFIELD, KENTUCKY party or parties of the second part, hereinafter called the Licensee,

WITNESSTH:

In consideration of the sum of Ten (\$10.00) Dollars in hand paid by the Licensee to the Railroad Company, the receipt whereof is hereby acknowledged, and the faithful performance by the Licensee of the covenants herein contained, the Railroad Company hereby grants to the Licensee license and permission to construct and maintain natural gas pipe lines (whether one or more pipes hereinafter referred to as the "pipe line") across and underneath the waylands and tracks of the Railroad Company at Morganfield, Kentucky, as follows:

- (a) Mile Post E-34 plus 26 feet, 4" steel pipe in 6" steel casing
  - (b) Mile Post E-34 plus 3330 feet, 2" steel pipe in 4" steel casing
  - (c) Mile Post E-35 plus 1016 feet, 2" steel pipe in 4" steel casing
  - (d) Mile Post 0 plus 1095 feet (Uniontown District) 2" steel pipe in 4" steel casing
- pressure not to exceed 15# p.s.i.

said pipe line being more particularly shown upon the print hereto attached and made a part hereof, subject to the following conditions and specifications:

1. Said pipe shall be placed at least four feet below the tracks of the Railroad Company, measured from the bottom of the ties, and shall be constructed and maintained of such materials as shall be satisfactory to the Railroad Company's Chief Engineer, and the work of laying and constructing the same, including maintenance thereof, and restoring the surface of the Railroad Company's waylands, shall be done under the general supervision of and at such time or times as shall be satisfactory to and meet with the approval of the

Railroad Company's Superintendent having jurisdiction over the waylands and tracks of the Railroad Company at the point aforesaid. Should the Railroad Company incur any expense for flagging protection or supporting its tracks or facilities, or otherwise, by reason of this license, Licensee hereby agrees to reimburse the Railroad Company therefor, including cost of labor 10% and cost of materials plus 15% to cover overhead, supervision, transportation and accounting and, in addition thereto, vacation and paid holidays allowances, health and welfare benefits, premiums on insurance, payroll taxes assessed against and to be paid by the Railroad Company under the Railroad Retirement and Unemployment Insurance Acts on the wages of said labor, and any other items properly chargeable thereto, bill covering which will be paid immediately upon presentation thereof.

2. LICENSEE as a further consideration and as a condition, without which this license would not have been granted, agrees to indemnify and save harmless RAILROAD COMPANY, its officers, employees and agents and to assume all risk, responsibility and liability for death of, injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to that belonging to the parties hereto (together with all liability for any expenses, attorneys' fees and costs incurred or sustained by the RAILROAD COMPANY) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto, or from any activity conducted on or before occurrence originating on the area covered by the license, regardless of any negligence of RAILROAD COMPANY, its officers, employees and agents. LICENSEE agrees also to release and indemnify and save harmless RAILROAD COMPANY, its officers, employees, and agents from all liability to LICENSEE, its officers, employees, agents, patrons or invitees, resulting from railroad operations at or near the area in which the license is granted, whether or not the death, injury or damage resulting therefrom may be due in whole or in part to the negligence of the RAILROAD COMPANY, its officers, employees or agents. At the election of RAILROAD COMPANY, the LICENSEE, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon the allegations purporting to bring said claim within the coverage of this section.

3. Should the Railroad Company deem it necessary or desirable to renew, replace, repair or alter any of its tracks, structures, properties, or appurtenances, or construct new ones, and in connection therewith to require the removal of any of the pipe line placed by the Licensee on the waylands of the Railroad Company hereunder, or should said pipe line of the Licensee need renewal or repair, the Licensee shall within thirty (30) days after receipt of written request from the Railroad Company for such removal, renewal or repair, comply therewith at its own expense; removal thereof, if requested, to be such location on the waylands of the Railroad Company, as may be indicated by the Superintendent of the Railroad

Company, and repair or renewal if requested, to be such condition as said Superintendent may require. If the Licensee shall fail to comply with such requirement, the Railroad Company shall have the right, at its option, to remove, repair or renew said pipe line at the risk and expense of the Licensee.

4. This agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Licensee, and shall be joint and several where there is more than one party of the second part.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By \_\_\_\_\_  
Vice President

CITY OF MORGANFIELD, KENTUCKY

By /s/ Marion Greenwell, Mayor

By /s/ Byron F. Heffington, City Clerk