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Town of Wendover

P.O. BOX 326

WENDOVER, UTAH 84083

RESOLUTION

Wendover Town Board Meeting September 9, 1975:

Wendover Town Board hereby resolves to file an application for a water right with the state engineer and obtain the necessary rights of way to drill a well, construct a pump house, water transmission line for culinary purposes for Wendover, Utah and West Wendover, Nevada. The Wendover Town Board hereby authorizes Town Board President Thomas E. Watkins to sign all documents necessary for the applicant.

Ray V. Peterson voting aye
Ray V. Peterson
Trustee

Ray Crawford voting aye
Ray Crawford
Trustee

Dale Callister voting aye
Dale Callister
Trustee

Elaine Dahlstrom voting aye
Elaine Dahlstrom
Trustee

Thomas E. Watkins
Thomas E. Watkins
President

Attest:

Jean Draper
Jean Draper
Town Clerk



1 LICENSE FOR INSTALLATIONS UPON RIGHT OF WAY

2 THIS AGREEMENT, made this 13th day of February,
3 1976, by and between NEVADA NORTHERN RAILWAY COMPANY, a Subscriber
4 of Kennecott Copper Corp., hereinafter called the "Licensor" and
5 THE TOWN OF WENDOVER, UTAH;

6 W I T N E S S E T H:

7 THAT, for and in consideration of the sum of One
8 Dollar (\$1.00) and other good and valuable considerations, the
9 receipt and sufficiency of which are hereby acknowledged, and
10 in consideration of the mutual covenants, promises, and agreements
11 herein made, the Licensor hereby grants to the Town of Wendover,
12 Utah, a license to construct, operate, maintain, renew, and remove
13 a pipe line along, across, beneath, and over the right-of-way
14 and property of the Licensor at the following location, to-wit:

15 "The center line of said pipeline shall cross the rail-
16 way company's railroad at station 636 + 21 which engin-
17 eer's station is located upon the center line of said
18 railroad, and at a point bearing South 59° 39' West, a
19 distance of 4487.4 feet from the Northeast corner of
Section 6, Township 35 North, Range 67 East, Mount Diablo
Base and Meridian; said pipeline crossing the center
line of said railway at approximately 70°."

20 in the County of Elko, State of Nevada, containing 0.13 acres,
21 more or less. The within license is granted upon the following
22 terms, provisions and conditions:

23 1. The construction, operation, maintenance, renewal,
24 and removal of said installations shall be accomplished by the
25 Town of Wendover, Utah, at its sole cost and expense and in such
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a manner as would have, at any time or on any date, been
Licensor's use of the surface of the right-of-way.

2. In the event of any future alterations of the property of the Licensor or of the line or grade of the right-of-way necessitating changes in said installations, the Town of Wendover, Utah, will, at its own cost and expense, make such changes in its installations as may be necessary and required

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1 by Licensor in connection with said alterations.

2 3. The Licensor shall not be liable for damages
3 to property, death or injuries to persons arising from the construc-
4 tion, operation, maintenance, renewal, or removal of said instal-
5 lations by the Town of Wendover, Utah.

6 4. This Agreement, with the rights and privileges
7 herein granted, shall be subject to cancellation or termination
8 only by mutual agreement of the parties, or in the event the
9 terms and conditions hereof are not fulfilled, or in the event
10 the Town of Wendover, Utah, abandons the use of the premises
11 for the purposes herein granted. In either of the latter two
12 events, cancellation may be effected by either party hereto upon
13 thirty (30) days' written notice to the other; and upon the
14 expiration of said thirty (30) days after service of such notice,
15 this Agreement and the rights and privileges hereby granted,
16 as well as the obligations hereby imposed upon the parties, shall
17 absolutely cease and determine.

18 5. The Town of Wendover, Utah, at its own cost
19 and expense, hereby covenants and agrees that, on or before the
20 termination of this license, it will remove said installations
21 and the appurtenances connected therewith from the premises of
22 the Licensor and restore said premises to the condition existing
23 at the time of entering upon the same under this license, reason-
24 able and ordinary wear and tear and damages by the elements or
25 by circumstances over which the Town of Wendover, Utah, has no

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control, excepted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed by their duly authorized representatives as of the day and year first above written.

NEVADA NORTHERN RAILWAY COMPANY

By J. P. Whitmore
J. P. Whitmore
General Manager

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1 ATTEST:

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Nancy L. Corbin
Secretary

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TOWN OF WENDOVER, UTAH

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By Thomas E. Watkins
Thomas E. Watkins
Wendover Town President

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Jean Traper
Wendover Town Recorder

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\$5.00
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AT REQUEST OF
Edward A. Watson
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RECORDED BY 231 PG 146
JERRY D. REYNOLDS
ELKO CO. RECORDER

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