

AGREEMENT FOR
RAILROAD CROSSING REMOVAL

THIS AGREEMENT, made and entered into this 29 day of March, 2018, by and between the SEDGWICK COUNTY, KANSAS, hereinafter referred to as the "County" and KANSAS & OKLAHOMA RAILROAD, L.L.C., hereinafter referred to as "Railroad";

Whereas, there are existing railroad crossings in Sedgwick County, Kansas located at Main Street and at 295th Street in Garden Plain, Kansas which crosses County right of way, hereinafter referred to as the "Crossings"; and

Whereas, County desires to have the Crossings removed, hereinafter referred to as the "Project"; and

Whereas, Railroad is agreeable to remove the Crossings at the location set forth herein, subject to Railroad's right to re-open such Crossings and move rail traffic over such Crossings at any time in the future at the Railroad's discretion.


NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, it is hereby agreed as follows:

1. The County shall provide the necessary materials, labor, and equipment to perform the work for the Project at the Crossings including utility locates, removal of Crossings, street restoration, and continued maintenance. All costs and expenses for the Project shall be borne solely by the County.
2. Railroad reserves to itself, its grantees, licensee, lessees, successors, and assigns, the right to re-open and replace the Crossings and move rail traffic over such Crossings at any time in the future.
3. The County will be responsible for all costs associated with the restoration of the rail Crossings, if the Railroad determines that the Crossings need to be re-opened and replaced.
4. This Agreement shall be construed in accordance with Kansas law.

5. This agreement shall be binding on the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in three counterparts, each of which shall be considered and original, by their fully authorized officials as of the day and date first written above.

WITNESS


Title: SEDGWICK COUNTY
CONSTRUCTION ENGINEER

KANSAS AND OKLAHOMA RAILROAD,
L.L.C.

By: _____


Name: Jimmy Patterson
Title: General Manager

WITNESS

SEDGWICK COUNTY, KANSAS

Title:

By: _____

Title:

APPROVED AS TO FORM:

