


Introduced January 12th, 1982 by
Councilman Barthelemy, seconded by
Councilman Singletary


RESOLUTION

WHEREAS, the Alabama Great Southern Railroad Company has requested
the City of Slidell to enter into an agreement on the West Hall Crossing,
and

WHEREAS, the amended form has been approved by the City Attorney,
NOW THEREFORE BE IT RESOLVED by the Slidell City Council, in legal
session convened, that the Mayor of the City of Slidell is authorized to
sign the attached agreement.

ADOPTED this 12th day of January, 1982.


Lionel J. Washington
Councilman, District A
President of the Council


Emily M. Mills
Clerk of the Council

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THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama corporation, hereinafter styled "Railroad", party of the first part; and

CITY OF SLIDELL, Louisiana, a municipal corporation of the State of Louisiana, hereinafter styled "Permittee", party of the second part;

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

WHEREAS, City has heretofore entered upon and now utilizes a certain strip, piece, or parcel of the right of way or property of Railroad for the purpose of maintaining thereupon portions of a public grade crossing upon, along, and across, at grade, the right of way or property and track of Railroad, at SLIDELL, Louisiana, located substantially as shown outlined in red on the attached print hereinafter mentioned; and

WHEREAS, Railroad is willing that its property be used for the purpose aforesaid, but upon the terms and conditions hereinafter expressed and contained;

NOW, THEREFORE, the PARTIES HERETO agree as follows:

1. Railroad, to the extent that its title enables it so to do, and without warranty, hereby grants unto Permittee the right to maintain and use said grade crossing upon and across, at grade, the right of way and track(s) of Railroad, at Milepost 167.93, at or near SLIDELL, Louisiana, said grade crossing being located substantially as shown outlined in red on print of drawing marked Exhibit A, dated March 31, 1980, attached hereto and made a part of this agreement; RESERVING, however, unto Railroad the right to continue to maintain, repair, renew, and operate its railroad and appurtenances across said grade crossing; to construct such additional track(s) and other railroad facilities across said grade crossing; and to maintain, repair, renew, and operate the same.
2. Permittee will, at its own expense, maintain said grade crossing (except the portions of crossing between the rails in said track and to the outside ends of the cross-ties) including all necessary grading and drainage, in all respects looking to the safe and convenient operation of railroad.
3. Permittee agrees to indemnify and hold Railroad, and any other corporation controlling, controlled by, or under common control with Railroad, harmless from and against all loss, damage, liability, or expense arising from injury or damage to any person or property while Permittee is engaged in the work of maintaining said grade crossing across the property and track(s) of Railroad as hereinabove provided except when such injury or damage results from negligence, neglect or willful misconduct of the railroad and/or any other corporation controlling, controlled by, or under common control with Railroad, its employees and assigns.
4. It is agreed that Railroad shall be exempt from any and all charges or assessments of any kind or character on account of the improvement or maintenance of said grade crossing within the limits of said right of way or property, or on account of any other thing done or omitted to be done by Permittee in connection therewith.
5. Should the use of said grade crossing be abandoned, then all rights hereby granted to Permittee shall thereupon cease and terminate, and Permittee will, at its sole cost and in a manner satisfactory to Railroad, remove the portions of said grade crossing located within the limits of said right of way of Railroad, and restore Railroad's property to the condition existing prior to the improvement or location of said grade crossing within the limits of said right of way.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate, each part being an original, as of the day and year first above written.

In presence of:

THE ALABAMA GREAT SOUTHERN
RAILROAD COMPANY,
By

As to Railroad.

Vice President.

In presence of:

CITY OF SLIDELL, Louisiana,
By

As to Permittee.

Mayor.