**TOWN OF OLLA**

**RESOLUTION 2018-004**

**BE IS RESOLVED,** THAT THIS AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2018 (“Effective Date”) by and between the **Union Pacific Railroad Company** (Railroad),and the **Town of Olla** (Public Body).

PUBLIC CROSSING CLOSURE AND   
REMOVAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of March,   
2018 ("Effective Date") by and between the Union Pacific Railroad Company (Railroad), and   
the Town of Olla (Public Body).

RECITALS

The Public Body desires to permanently close the Louisiana Street at-grade public road   
crossing, (DOT 441474C), at Milepost 548.52, on the Railroad's Monroe Subdivision in or near   
Olla, La Salle Parish, Louisiana (Roadway).

AGREEMENT

NOW THEREFORE, it is mutually agreed by and between the Railroad and the Public   
Body as follows:

SECTION 1.

The Public Body, after having executed this Agreement and after taking all actions   
necessary to permanently close and vacate the Roadway, easement and/or any other rights   
across the Railroad's property, will submit a billing statement in the amount of FIFTY   
THOUSAND ($50,000) to the Railroad.

SECTION 2.

The Railroad hereby agrees to pay the Public Body the sum of FIFTY THOUSAND   
($50,000) upon (i) the receipt of the above mentioned billing statement and (ii) the receipt of a   
copy of the Ordinance or Resolution duly passed and adopted by the Public Body that   
authorizes and directs the permanent closure of the Roadway.

SECTION 3.

The Railroad, at its expense, further agrees to remove the railroad crossing surface and   
warning devices (crossbuck signs, etc.) which currently exist on the Railroad's right-of-way,   
upon the receipt of the above mentioned statement and copy of the Ordinance or Resolution.

SECTION 4.

A. Prior to the Railroad's removal of the crossing surface, active warning devices, and road   
approaches from the Railroad right-of way, the Railroad, at its expense, shall install   
permanent barricades on both sides of the Roadway, with such barricades to be located   
off of the Railroad's property and to be in compliance with the plans marked Exhibit A, attached hereto and hereby made a part hereof, and also all applicable standards and   
guidelines contained in the current Manual on Uniform Traffic Control Devices   
("MUTCD").

1. The Public Body, at its expense, shall (i) provide new advance street signs and   
   pavement markings to indicate that the Roadway is closed, with such signage to be in   
   compliance with applicable current MUTeD standards, and (ii) maintain, repair, and   
   renew permanent barricades on both sides of the Roadway.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of   
the Effective Date first herein written.

Town **of Olla Union Pacific Railroad Company**

(Federal Tax ID No. SSN or Tax ID) (Federal Tax ID No. 94-6001323)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sonya Kennon, Town Clerk \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rhonda Elliott, Mayor