

RESOLUTION NO.: R-2001-024

*Authorizing execution and ratification of an Agreement
with Norfolk Southern Railway Company*

BE IT RESOLVED that the City Manager is authorized to execute an Agreement with Norfolk Southern Railway Company. Any actions heretofore taken by the City Manager to execute and deliver such agreements are hereby approved and fully ratified.

Approved this 2nd day of May, 2001.

Requested by:

ORIGINAL
STAMPED IN RED

Approved by:

City Manager

Mayor

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 5/2/2001

Final Reading: 5/2/2001

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Introduced: ____
Final Reading: ____

LEGAL DEPARTMENT DRAFT

THIS AGREEMENT, made this 13th day of December, 2000,
by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation,
hereinafter styled the "Railway"; and

CITY OF COLUMBIA, a South Carolina government entity, hereinafter
styled the "City";

WHEREAS, in order to reduce the exposure of vehicle/train collisions, City proposes to close three (3) existing public at-grade crossings, and to realign, reconstruction or otherwise improve certain streets within City's system of streets at Columbia, South Carolina, such crossings and/or improvements to be performed are as depicted in Exhibit A, dated July 26, 2000, attached hereto and made a part of this Agreement; and

WHEREAS, City has requested Railway to perform certain work in connection with the crossings and improvements, all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree:

1. Railway will, at its cost and expense, take up, remove, permanently close and effectively barricade the following crossing and restore Railway's property and track to the condition existing prior to the construction or location of the public crossing within the limits of said right of way,

- (a) Close, remove, and barricade **Catawba Street** at the intersection of the Railway tracks (AAR/DOT 716 364 F), at Railway's Milepost SC-128.68, between Park Street and Assembly Street;
- (b) Close, remove, and barricade **Flora Street** at the intersection of the Railway tracks (AAR/DOT 716 361 K), at Railway's Milepost SC-128.33, between Broadway and South Evans Street.
- (c) Close, remove, and barricade **Devine Street** (AAR/DOT 716 370 J), near Wayne Street, at Railway's Milepost W-161.1, upon completion of the Green Street Overhead Bridge or, on December 31, 2005, whichever occurs first.

2. City will, at its cost and expense, acquire sufficient vacant land located north of Greene Street at its intersection with Laurens Street, and perform the work of reconstructing and/or improving the existing public street to accommodate the re-alignment of Laurens Street to provide for the installation and/or upgrading of warning devices by the South Carolina Department of Transportation at the intersection of Greene Street and the tracks of Railway at Milepost R107.4 (AAR/DOT 715 869 J);



3. City will provide to Railway a Resolution adopted by the City Council within thirty (30) days of execution of this Agreement by both parties, providing for the closure of the crossings described in Section 1 hereof within thirty (30) days, and realigning of Laurens Street as described in Section 2 of this Agreement within one hundred eighty (180) days.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date mentioned herein.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

A. Higgins
"As to Railway"

By: *T. NEVANS*
Title: General Manager

WITNESS:

CITY OF COLUMBIA

Margaret V. McKinney
"As to City"

By: *Michael A. Beirne*
Title: *City Manager*

