

AGREEMENT, made this 1st day of July 1975,  
between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad", and  
CITY OF GREAT FALLS, a municipal corporation of the State of Montana,  
whose post office address is P.O. Box 1609, Great Falls, Montana 59401,  
hereinafter called "Permittee,"

## WITNESSETH:

WHEREAS, Permittee desires for Permittee's use the construction and maintenance upon the right of way  
of Railroad of a private 32 foot plank crossing over two tracks,

hereinafter sometimes jointly referred to as the "roadway", and sometimes referred to as the "crossing" to be located at  
survey station 88 plus 64 at Great Falls, Cascade County, Montana

as shown upon the plan which is attached hereto and made a part hereof, marked Exhibit "A", and Railroad agrees to  
the construction and maintenance thereof and the use thereof by Permittee upon the following terms and conditions:

1. Permittee shall, at its own cost and expense, furnish necessary  
material, perform required grading and provide necessary drainage  
facilities.

Railroad shall, at the expense of Permittee, construct, maintain  
and remove the planked road crossing.

Railroad shall, at the cost and expense of the Permittee, provide  
any necessary flagging service, and the Permittee shall reimburse the  
Railroad for the cost thereof upon receipt of bills therefor.

2. Permittee shall, upon execution hereof, pay to Railroad for the license and permission hereby granted the sum  
of Twenty-Five Dollars (\$25.00) for the first five year period and for each  
subsequent five years that this agreement remains in effect.

3. Permittee shall, before any construction is begun, also pay to Railroad the sum of One Thousand  
Seven Hundred Eighty-Five and no/100 Dollars (\$1785.00),

the agreed cost of the work and materials to be furnished by Railroad at the expense of Permittee, including cost of  
removal of said roadway.

Permittee shall also pay to Railroad from time to time the cost of the maintenance, additions and betterments  
done by Railroad herein agreed to be borne by Permittee, within twenty (20) days after bills are rendered therefor.

4. Should the right of way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to the Division Superintendent of Railroad, and said gates shall be kept closed, except when necessary to be open for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

5. Permittee shall at all times keep the flangeways of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.

6. Permittee shall not permit said crossing to be used as a public crossing.

7. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said crossing which may interfere with the view of trains approaching in either direction.

8. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by Permittee of the roadway or that portion of the right of way of Railroad upon which the roadway is located.

9. Permittee shall and hereby does release and discharge Railroad of and from any and all liability for damage to or destruction of the said roadway, or any property of Permittee thereon; and shall and hereby does assume any and all liability for injury to or death of persons, or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said roadway, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

10. In the event Railroad shall require the use of its premises occupied by the said roadway or any part thereof for any purpose whatsoever, or if Permittee shall fail to keep and perform any of the terms and conditions of this agreement herein agreed by Permittee to be kept and performed, Railroad shall have the right to terminate this agreement at any time upon giving to Permittee thirty (30) days' written notice of its intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said crossing and barricade said roadway at the cost and expense of Permittee. Said notice shall be good if served personally upon Permittee or posted upon the premises or deposited postpaid in a United States Post Office, addressed to Permittee at Permittee's Post Office address above stated. No portion of any payments made hereunder will be refunded upon termination of this agreement.

11. Permittee shall not assign this agreement or permit any other person or persons to use or occupy any portion of the premises of Railroad occupied by the said roadway without first having obtained the written consent of Railroad.

12. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

*D. E. Swenson*

BURLINGTON NORTHERN INC.

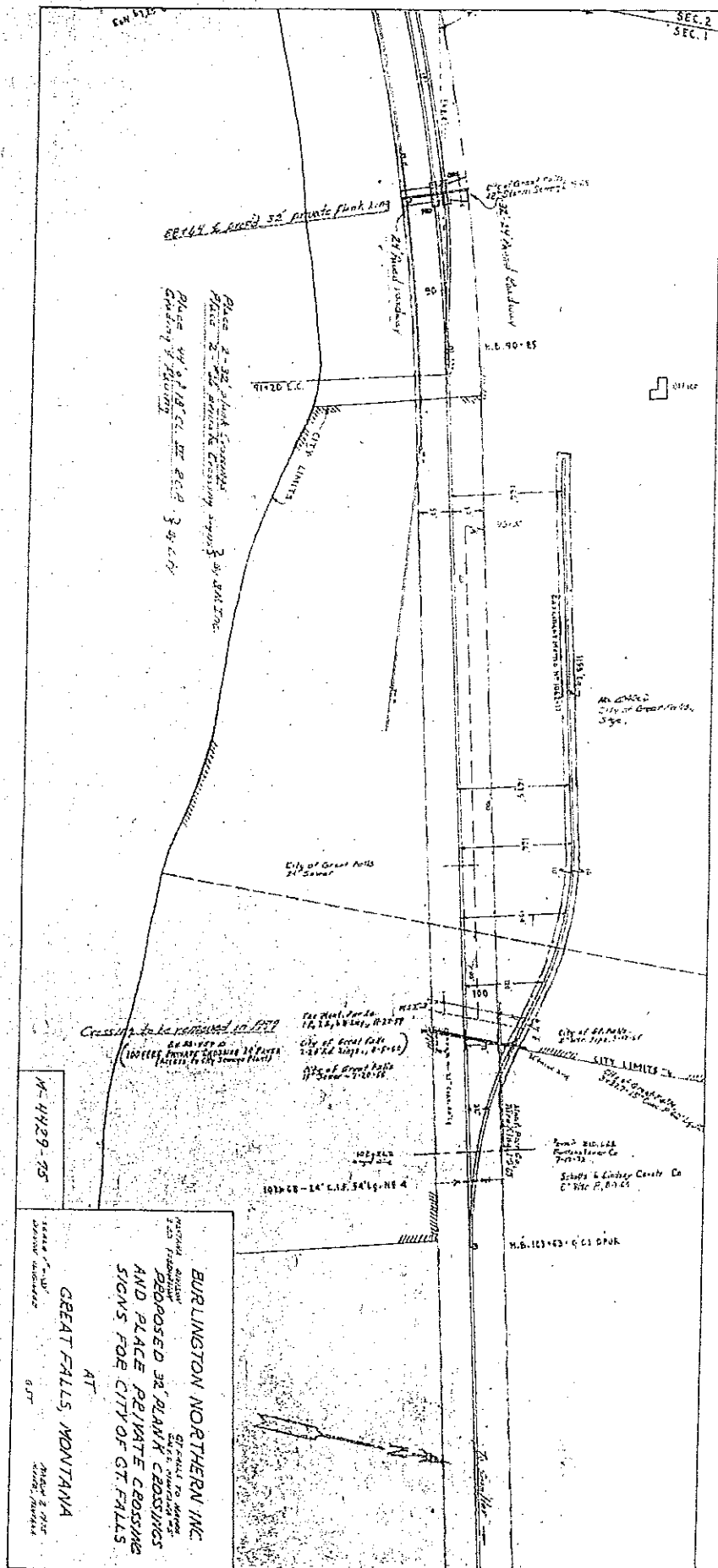
By *A. W. Howell*  
General Manager—Leases

CITY OF GREAT FALLS

By *Arthur W. Mmaka*  
MAYOR

*David V. Ellis*

Attest *Inez L. Lacey*  
City Clerk





DOT # 088459 D  
DUPLICATE

Roadway & Crossing  
Agreement

No.: 66356  
Case:

GN52081

AGREEMENT, made this 5th day of August 1960, between  
GREAT NORTHERN RAILWAY COMPANY, a corporation, hereinafter called the "Railroad", and  
CITY OF GREAT FALLS,  
whose post office address is Great Falls, Montana,

hereinafter called the "Applicant",

WITNESSETH:

WHEREAS, the Applicant desires the construction and maintenance of a two (2) ft. paved road crossings

jointly hereinafter referred to as the "roadway", for the use of the Applicant upon the right of way of the Railroad, to be located at Great Falls, Cascade County, Montana

as shown upon the plan which is attached hereto and made a part hereof, marked "Exhibit A", the Railroad agrees to the construction and maintenance thereof and the use thereof by the Applicant upon the following terms and conditions:

1. The Applicant shall, at its own cost and expense, do all necessary grading and placing of culverts.

The Railroad shall construct the crossings at the expense of the Applicant.

The Applicant shall, at its own cost and expense, do the asphalt paving.

The Railroad shall maintain the crossings at the expense of the Applicant.

The Applicant agrees to establish the crossings as "STOP" crossings.

BILL \_\_\_\_\_ ISSUED.  
AMOUNT \$ 10.00 Cons  
CHECK LIST NOTED MRE (510)  
AMOUNT \$ \_\_\_\_\_ CHARGED  
TO AGENT AT \_\_\_\_\_  
IN \_\_\_\_\_ ACCOUNTS.  
SIGNED \_\_\_\_\_  
RENT DEPT.

2. The Applicant shall pay to the Railroad the sum of ten dollars (\$10.00) upon the execution hereof for the license and permission hereby granted.

3. The Applicant shall, before any construction is begun, pay to the Railroad the sum of two hundred sixty-five Dollars (\$265.00) the agreed cost of the work and materials to be furnished by the Railroad at the expense of the Applicant, including raising telephone and telegraph wires if necessary.

The Applicant shall also pay to the Railroad from time to time the cost of the maintenance, additions and betterments done by the Railroad herein agreed to be borne by the Applicant, within twenty days after bills are rendered therefor.

COMPTROLLER'S CONTRACT

No. 52081

4. Should the right of way be now or hereafter fenced at the location described, the Applicant shall construct and maintain, at his expense, farm crossing gates in a manner satisfactory to the Division Superintendent of the Railroad, and said gates shall be kept closed, except when necessary to be open for travel. The Applicant agrees to assume all damages of every kind whatsoever resulting from his failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

5. The Applicant shall at all times keep the flangeways of said crossing unobstructed by snow or dirt, which may accumulate by vehicles or farm machinery crossing thereover and unobstructed by anything that may be dropped from such vehicles while passing over the said crossing, such as pieces of metal, lumber or other objects.

6. The Applicant shall not permit said crossing to be used as a public crossing.

7. The Applicant, at his own expense, shall remove any vegetation outside the Railroad's right of way that may interfere with the view at said crossing of approaching trains in either direction from a point on the roadway 50 feet from the Railroad's track.

8. The Railroad shall own so much of the said roadway and its appurtenances as may be located upon the property of the Railroad.

9. The Applicant shall and hereby does release and discharge the Railroad of and from any and all liability for damage to or destruction of the said roadway, or any property of the Applicant thereon; and shall and hereby does assume any and all liability for injury to or death of persons, or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said roadway, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless the Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. The Applicant further agrees to appear and defend in the name of the Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by the Applicant herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against the Railroad may arise in whole or in part out of the negligence of the Railroad, its officers, agents, servants or employees, or be contributed to in whole or in part by such negligence.

10. In the event the Railroad shall require the use of its premises occupied by the said roadway or any part thereof for any purpose whatsoever, or if the Applicant shall break or fail to perform any of the conditions of this agreement, the Railroad shall have the right to terminate this agreement at any time upon giving to the Applicant thirty days' written notice of its intention so to do. Said notice shall be good if served personally upon the Applicant or posted upon the premises or deposited postpaid in a United States Post Office, addressed to the Applicant at Applicant's Post Office address above stated.

11. The Applicant shall not assign this agreement or permit any other person or persons to use or occupy any portion of the premises of the Railroad occupied by the said roadway without first having obtained the written consent of the Railroad. Subject to this provision all the covenants and promises hereof shall inure to the benefit of and be binding upon the respective executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

INSURANCE DEPT.

NOTED 12/22/60

B. J. Suka  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GREAT NORTHERN RAILWAY COMPANY,

By J. E. Kennedy  
Land and Tax Commissioner.

CITY OF GREAT FALLS

By John J. McGee Mayor

Attest John J. McGee  
City Clerk



MEMORANDUM

GREAT NORTHERN RAILWAY COMPANY

MR. J. J. MURRAY:

Herewith contract Comptroller's No. **52081**, Law Dept. No. **None**,  
**8-9-60** **City of Great Falls**  
dated....., with  
Two **24-ft.** Paved Road Kings site located at **Gt. Falls, Mont.**  
covering.....

Please draft the necessary accounting instructions and send to me for approval, after which they will be returned to you for distribution.

J. A. Tauer  
**9-21-60**


File No. ....  
Bring Up **OCI 21 1960**  
Enclosure.....



St. Paul, Minn., OCT 5 1960 19\_\_ File O

To: N. H. Holmgren, Asst. Forest Ranger, Mont.  
(Name and Title) (Location)

| Other<br>Provisions<br>or<br>Remarks |
|--------------------------------------|
|--------------------------------------|

COPIES TO:  J. A. Tauer  
☐ Kent Desk  
☐ J. C. Peterson  
☐ V. C. Peterson  
☐ J. C. Kenady  
☐ R. A. Johnson  
☐ J.F.A. (2) - A.E.M.  
☐ J. T. McM. (2)  
☒ R. W. Plunkett (2)  
☐ G. V. Guerin  
☐ M. V. Dailey  
☒ D. W. Porter

For File (Bill desk check list noted.)

For A F E file and bill

For Insurance provisions.

For Tax provisions and \_\_\_\_\_

For Increase or decrease of bill.

For Transportation clauses.

For Liability provisions.