

RESOLUTION 147

A RESOLUTION BETWEEN THE VILLAGE OF DORCHESTER
AND THE SOO LINE RAILROAD COMPANY

THIS AGREEMENT, made and entered into as of the 16th day of August, 1977, by and between the SOO LINE RAILROAD COMPANY, hereinafter called "Railroad Company", and the VILLAGE OF DORCHESTER, WISCONSIN, hereinafter called "Licensee", WITNESSETH:"

WHEREAS, the Licensee has constructed, maintained and used a manhole and storm sewer pipe line connection to an existing Railroad Company culvert for the purpose of draining storm sewer water into the Railroad Company's open drainage ditch on its property in the SE 1/4 SW 1/4 in Section 12, Township 29 North, Range 1 East, Clark County, at Dorchester, Wisconsin, and desires to continue such use; and

WHEREAS, such use by the Licensee has been without the usual license or permit usually required therefor; and

WHEREAS, the Railroad Company is willing to grant permission for such continued use upon the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto agree as follows:

1. The Railroad Company grants to the Licensee the right to retain, maintain and use Licensee's existing manhole and pipe line connection referred to in the recitals of this instrument in the location shown in green on the map hereto attached, marked "Exhibit A", and made a part hereof; and to use the Railroad Company's Culvert No. A-307.08L together with the Railroad Company's drainage ditch located on the westerly side of its right of way between Railroad Survey Stations 16213*68 and 16209*13.
2. The Licensee shall, at its sole expense, maintain said manhole, culvert and ditch as may be necessary to avoid the creation of undesirable drainage conditions upon the remainder of the Railroad Company's property adjacent thereto and to insure proper flow in the Licensee's storm sewer system.
3. It is understood by the parties hereto that the Railroad Company shall not be required to incur any expense whatsoever in connection with the permission herein granted, either directly or through any special assessment.
4. The Licensee hereby assumes all responsibility for and indemnifies Railroad Company against all claims for loss or damage made by anyone, including the parties hereto, growing out of or arising from the exercise of the permission granted herein, including but not limited to claims alleging interference with the natural or existing flow of ground or surface waters.
5. This agreement and the permission herein granted shall be subject to termination by the Railroad Company at any time upon thirty (30) days written notice to the Licensee, and shall not be assigned by the Licensee without the written consent of the Railroad Company's Chief Engineer, subject thereto, this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto,

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

Dated at Dorchester this 16th day of August, 1977.

Dated at Dorchester this 26th day of October, 1977.

VILLAGE OF DORCHESTER

BY: Laurence Ehlers
President

BY: Judy Rolanda
Clerk