JOINT AGREEMENT IN THE INTEREST OF PUBLIC SAFETY BETWEEN JOPLIN, MISSOURI AND THE KANSAS CITY SOUTHERN RAILWAY COMPANY

This Agreement is made and effective, as of the date of the later signature below, by and between the City of Joplin, Missouri ("Joplin"), a political subdivision organized and existing under the laws of the State of Missouri, with offices located at 602 S. Main St. Joplin, MO 64801, and The Kansas
City Southern Railway Company ("KCSR"), a Missouri corporation, with its principal offices at 427 West 12th Street, Kansas City, MO 64105 (mailing address at P.O. Box 219335, Kansas City, MO 64121-9335).

RECITALS:

WHEREAS, Joplin warrants that it has fulfilled the legal requirements for seeking authorization of the Missouri Highways and Transportation Commission ("MHTC") for the closure of the 18th Street at-grade crossing (DOT# 330056E, near railroad mile post 155.80 of KCSR's Heavener Subdivision) of the rail line and right-of-way owned by KCSR, and has requested the MHTC to approve the closure of the 18th Street at-grade crossing ("Crossing"); and

WHEREAS, Joplin further warrants that it has full legal authority to enter into this agreement; and

WHEREAS, KCSR owns right-of-way and track extending between Heavener, OK and Pittsburg, KS, through Joplin, MO, and is authorized to conduct common carrier railroad service on that line, which is crossed by the Crossing; and

WHEREAS, KCSR warrants that it has the authority to enter this Agreement; and

WHEREAS, Joplin and KCSR agree that closing the Crossing and routing motor vehicle traffic to the newly built 20th Street overpass and to an existing, nearby alternate crossing which has adequate warning devices (namely, flashers, cantilevers, and gates) is expected to enhance public safety;

NOW, THEREFORE, the Joplin and KCSR mutually agree to the following:

1. Joplin will provide KCSR with a copy of the official ordinance and all supporting documents authorizing the closure of the Crossing. Joplin will also secure authorization of MHTC for the closure. Joplin will also sign and deliver a quitclaim deed conveying to KCSR all of Joplin's right, title and interest to the 18th Street crossing within the limits of KCSR's right-of-way. Joplin will be solely responsible for acquiring and installing any signage required or recommended by MUTCD if such signage is to be located outside KCSR's right-of-way.

2. Joplin and KCSR agree that the Crossing will be deemed legally closed immediately upon KCSR receiving the copy of the MHTC order approving closing of the Crossing. KCSR will make a onetime incentive payment of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) ("Payment"), once the Crossing is closed.

3. KCSR will, as part of the closure process, remove the portion of the Crossing within the bounds of KCSR's right-of-way, re-establish ditch lines as necessary, and place MUTCD-compliant barricades at the edge of the railroad right-of-way on both sides of the track.

4. Should Joplin in the future authorize or order, or seek through judicial proceedings to compel, the restoration of the Crossing, or should it be determined by court order that the Crossing was closed improperly, Joplin will make any payment agreed or ordered to be made to KCSR for the reinstallation of the Crossing and will repay the one-time incentive Payment to KCSR. Joplin also hereby agrees, in the interest of public safety, to fully fund installation of four-quadrant crossing gates, with associated lights and signals at this crossing if Joplin authorizes, orders or seeks judicial proceedings to compel such Crossing to be restored or to remain open.

By:

_____
Samuel L. Anselm
City Manager, City of Joplin

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

The Kansas City Southern Railway Company

By _____ _____ _____
Its Authorized Representative Date Witness