

HOPKINSVILLE DOWNTOWN RAIL CORRIDOR SAFETY AGREEMENT

This Crossing Closure Agreement (this "Agreement") is entered into this ____ day of _____, 2021, by and between CSX Transportation, Inc., a Virginia corporation ("CSXT") and the City of Hopkinsville, a body politic of the State of Kentucky (the "City").

RECITALS

WHEREAS, the City has agreed to close four highway-rail at-grade crossings located on 5th Street at MP 0HR 239.74 (DOT# 345270D), 6th Street at MP 0HR 239.64 (DOT# 345269J), 11th Street at MP 0HR 239.45 (DOT# 345265G), and 12th Street at MP 0HR 239.41 (DOT# 345264A) (the "Crossings"); and

WHEREAS, CSXT has agreed to provide certain incentives to the City, as specifically set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Hopkinsville Consent.

(a) The City hereby consents to the permanent closure of the Crossings (the "Closure") no later than November 1, 2021.

2. CSXT Incentives.

(a) Crossing Barricade/Surface Removal. CSXT agrees to:

- permanently barricade the Crossings in a manner acceptable to the City
- remove and dispose of the crossing surface in a manner acceptable to the City, and
- restore the ditch line on the double main line tracks in a manner acceptable to the City.
- Perform all work consistent with the document attached hereto as Exhibit A.

(b) Financial Contribution. Upon execution of this Agreement, CSXT agrees to provide a monetary contribution to the City in the amount of \$400,000.00.

3. Utility Easements. Nothing contained herein shall modify or abrogate in any manner the existing easements over, under, along or upon the property of CSXT for overhead and/or underground electric transmission and/or distribution cables, pipes, conduits, wires and appurtenant facilities, as well as all forms of utilities and public works that now exist or that may be constructed in the future by the City.

4. Maintenance. The City will comply with all notice and permitting requirements required for future maintenance and/or repairs. CSXT shall provide reasonable and necessary access for future maintenance, and shall use commercially reasonable best efforts to expedite the review and approval of any permit application.

5. Entire Agreement. This Agreement embodies the entire understanding of the parties, and may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter.

6. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

7. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or at such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 4900 Old Osborne Tpke., Suite 200 Richmond, VA 23231 Attention: Troy Creasy
-------------	---

If to the City:	City of Hopkinsville 715 South Virginia Street Hopkinsville, KY. 42240 Attention: Mayor
-----------------	--

8. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Kentucky exclusive of its choice of law rules.

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on _____, 20__.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

City of Hopkinsville

By: _____
Name: _____
Title: _____

CSX Transportation, Inc.

By: _____
Tony C. Bellamy
Director Project Management -
Public Projects