

AGREEMENT TO AMEND DEED

This Agreement is entered into this ____ day of _____, 2021, by and between CSX Transportation, Inc., a Virginia corporation ("CSXT"), 500 Water Street, J160, Jacksonville, Florida 32202, and the City of Hopkinsville, a body politic of the State of Kentucky (the "City"), 715 South Main Street, Hopkinsville, Kentucky 42240.

RECITALS

WHEREAS, the City received title to the L&N Depot building by deed dated October 12, 1980, described in Deed Book 420, Page 545, recorded in the office of the Christian County Clerk and attached hereto as Exhibit A; and

WHEREAS, in consideration of the City entering into a Crossing Closure Agreement, CSXT has agreed to remove certain restrictions contained in said Deed, 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. CSXT hereby agrees to amend the Deed dated October 12, 1980, recorded in the office of the Christian County Clerk in Deed Book 420, Page 425, and attached hereto as Exhibit A, as specifically set forth below.
2. The restriction prohibiting commercial business in the depot, contained in paragraph one on page 547 of said deed, is hereby removed. The city shall hereinafter be allowed to use said property for any and all purposes allowed by law, including commercial business use.
3. The requirement on page 548 of said deed for the City to maintain a fence, sufficient to keep persons from passing between the property conveyed and the railroad right of way, is hereby amended to require City to increase the height of the existing fence to six (6) feet.
4. 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.
5. 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.
6. This Agreement shall be governed by the laws of the State of Kentucky exclusive of its choice of law rules.

PREPARED BY:

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