

CSX-2278

AGREEMENT

THIS AGREEMENT made this the 2 day of November, 1987, by and between the HOPKINS COUNTY FISCAL COURT, a political subdivision of the Commonwealth of Kentucky, with office at Madisonville, Kentucky 42431, hereinafter referred to as "County", and CSX TRANSPORTATION, INC., a body corporate existing under the laws of the State of Virginia with its general offices at Jacksonville, Florida 32202, hereinafter referred to as "CSXT".

WITNESSETH:

WHEREAS, New Salem Circle Road crosses over the CSXT tracks by means of a vehicular bridge no. Milepost H-263.06 hereinafter referred to as "Bridge" (AAR DOT 345-302G) owned by CSXT near Nortonville, Hopkins County, Kentucky; and

WHEREAS, CSXT owns and maintains said Bridge consisting of a five (5) span timber bent structure rated at three (3) tons, with a total length of 79 feet; and

WHEREAS, said Bridge is inadequate to carry two (2) lanes of vehicular traffic which is desired by County; and

WHEREAS, County proposes to replace said Bridge with a bridge structure including necessary approaches, adequate to serve the County's needs at this location. Said bridge structure, its approaches and the proposed new bridge structure are hereinafter referred to as the "Project", and

WHEREAS, CSXT proposes to convey all its ownership and maintenance liability of said Bridge to County; and

WHEREAS, CSXT is willing to contribute \$50,000.00 to County for its use as part of the Project cost for initiation and implementation by County for replacement of said Bridge.

WHEREAS, CSXT is willing to remove said Bridge at its sole cost and expense,

NOW THEREFORE, for consideration of the mutual covenants and agreements hereinafter set forth, County and CSXT agree as follows:

Section I

A. CSXT hereby conveys all its right, ownership and interest in and County hereby agrees to assume the right, ownership and interest and all maintenance responsibilities for said bridge when the old bridge is removed.

B. Upon execution of this agreement, CSXT will pay County the sum of \$50,000.00 upon which payment CSXT shall be relieved of any and all ownership and maintenance responsibilities for said Bridge except as otherwise provided in Section I.C. indicated herein and County shall own and at its own expense, maintain, repair and renew and replace or by agreement with others provide for the maintenance, repair and renewal and replacement of bridge structure and surfaces, approach grades, footways, lighting and all other appurtenant facilities of bridge structure.

C. CSXT agrees it will remove said Bridge in a reasonable time frame, not to exceed 60 days, at no cost to County, upon written notice from County to proceed with the Bridge removal.

Section II

A. The County shall assume full legal responsibility for the said Bridge and shall be solely responsible for any damage to right of way of CSXT, or any appurtenances thereto, which may result in connection with entrance upon right of way of CSXT relating to Bridge or proposed Project effective upon the date of signing this agreement and receipt of payment made by CSXT hereinbefore provided, which is full and complete satisfaction of CSXT's responsibility after removal of said bridge.

B. It is agreed that no costs of the Project herein contemplated or any other costs relating to Project will be borne by CSXT.

Section III

A. CSXT agrees to convey, at no cost to County, a permanent highway easement over, across and upon CSXT right of way for the purpose of construction, reconstruction, operation and maintenance of bridge structure in Project, upon completion of bridge structure.

B. CSXT hereby grants to County as of this date of execution of this agreement, a temporary right of entry over CSXT right of way to effect surveys and plans and to perform such construction, subject to Section IV.

Section IV

County agrees that plans covering construction of Project, including relocation of utilities, shall be presented to CSXT for review and in the event any construction may affect CSXT or its operation(s), County further agrees such construction must meet the approval of CSXT prior to any construction work performed. CSXT agrees that its approval will not be unreasonably withheld.

Section V

This agreement, when properly executed shall be binding upon the parties hereto, their successors and assigns.

Section VI

The Hopkins County Fiscal Court shall provide a copy of the Fiscal Court's minutes authorizing its County Judge/Executive to sign this agreement on the Fiscal Court's behalf. These minutes shall be attached to and made a part of this agreement.

IN WITNESS WHEREOF the County and CSXT have caused their respective names to be signed and seals affixed by their duly authorized officials as of the day and year first listed above.

HOPKINS COUNTY FISCAL COURT
COMMONWEALTH OF KENTUCKY

Attest:

Walter T. Brown

By:

Hanson D. Slaton

Hanson D. Slaton
Hopkins County Judge/Executive

CSX TRANSPORTATION, INC.

Attest:

By:

G. P. Michael

G. P. Michael
Vice President
CSX Rail Transport

David M. Yearwood
Assistant Secretary

Approved
as to form
RJR

Term, Day Day of, 19

September 4, 1987
Hopkins County Fiscal Court
Hanson D. Slaton, Judge Executive

The meeting was called to order with all members present except Squire Fugate and Squire Jennings. Members present were Squire Welch, Squire Lynn, Squire Browning, Squire Ray, Squire Barton and Judge Executive Hanson D. Slaton.

Minutes of the previous meeting were read and approved on motion by Squire Ray and seconded by Squire Barton. Motion carried.

In the Matter of Claims
Read and approved.

A motion was made by Squire Lynn and seconded by Squire Welch to allow the claims paid. Motion carried.

In the Matter of Agreement
with C.S.X.

A motion was made by Squire Welch and seconded by Squire Barton to allow the Judge to sign Agreement with C.S.X. concerning New Salem Bridge. Motion carried.

In the Matter of Bridge
on Salem Church Road.

A motion was made by Squire Lynn and seconded by Squire Welch to advertise for Bridge on Salem Church Road. Motion carried.

In the Matter of check
from County Attorney on 4-D Program.

A motion was made by Squire Lynn and seconded by Squire Barton to accept check from County Attorney on 4-D Program. Motion carried.

In the Matter of Agreement
with School Board on Youth Center.

A motion was made by Squire Ray and seconded by Squire Welch to authorize the Judge to sign agreement with School Board on Youth Center Building. Motion carried.

A motion was made to adjourn.

Hanson D. Slaton
/s/ Hanson D. Slaton, Judge
Executive

Close of Court
September 4, 1987

The foregoing minutes were read by the County Clerk, corrected where necessary, signed by the presiding Judge with the approval of the magistrates present.

William T. Brooks

William T. Brooks, Clerk
Hopkins County

STATE OF KENTUCKY
COUNTY OF HOPKINS Sect.:

I, William T. Brooks, Clerk in and for the State and County aforesaid, do hereby certify that the foregoing is a true and correct copy as appears from the record in my said office,

Jicial Court Order Book 15 Page 405

Given under my hand and seal this 6th day of October, 19 87

William T. Brooks, Clerk

By Lylia Hamilton, D. C.