

AMENDMENT

THIS AMENDMENT, made and effective as of April 2, 2025, (the “Effective Date”), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF MCCORDSVILLE, a municipal corporation, political subdivision or state agency, under the laws of the State of Indiana, whose mailing address is 6280 Vail Road, McCordsville, Indiana 46055, hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated December 28, 2000 (the “Agreement”), Licensor provided the Licensee the desire to construct and maintain two pipeline crossings, solely for the transmission of raw/treated sewage, hereinafter called the "pipeline," under, over, or across property owned or controlled by Licensor;

WHEREAS, the Agreement will terminate effective May 31, 2024 and Licensee desires to extend the term of the Agreement;

WHEREAS, Licensor is agreeable to amend the Agreement subject to the terms and conditions of this Amendment;

NOW THEREFORE, this Amendment will serve to amend the Agreement as follows:

1. Section 2.3 of the Agreement is hereby amended to include an additional term of the Agreement from May 31, 2024 to May 31, 2049 (the “Renewal Term”).
2. As consideration for the Renewal Term, Licensee agrees to pay Licensor as follows:
 - a. Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of ONE THOUSAND AND 00/100 U.S. DOLLARS (\$1,000.00) upon execution of this Amendment.

Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in effect.

[signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for Licensors:

CSX TRANSPORTATION

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWN OF MCCORDSVILLE

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____